



**London Borough of Bromley
Tenancy Management Policy 2023**

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1.0 Introduction

1.1 Aim of the Policy

This aim of the Tenancy Management Policy is to set out how the council manages tenancies in Bromley owned properties from the point at which a tenancy is granted, through to the point at which it ends. Bromley owned properties are managed by an agent under a management agreement on behalf of the council.

1.2 The Legal Framework

In developing this policy; the Council has followed and fully considered the following housing legislation, regulations, and statutory guidance:

- The Housing Act 1985, 1988 and 1996
- Localism Act 2011 (England)
- The Housing Act 1996, Part 7 as amended by the Homelessness Reduction Act 2017
- Equality Act 2010.
- Data Protection Act 2018 and contained within the General Data Protection Regulation 2018 (GDPR).
- Regulatory framework for England April 2012
- Defective Premises Act 1972
- Home Loss Payments (Prescribed Amounts) (England) Regulations 2008
- Land Compensation Act 1973
- Landlord and Tenant Act 1985 and 1987
- Human Rights Act 1998
- The Civil Partnerships Act 2004
- Health and Safety at Work Act 1974
- The Gas Safety (Installation & Use) Regulations 1998
- BS 7671 IEE Wiring Regulations
- Control of Asbestos at Work Regulation 2002
- Regulator of Social Housing Compliance.
- Anti-social Behaviour, Crime and Policing Act 2014

1.3 Application of the Policy

This policy will be implemented through a suite of delivery processes designed to provide compliance with regulation, legislation and good practice: The key decisions will be made by the Council with the administration processed by the Council's management agent.

1.4 Court appointed Deputy

Where a tenant has someone appointed by a Court to make decisions on their behalf relating to their finances, property, health or personal care, we will, on sight of the legal paperwork, work with them to ensure all key decisions in relation to their tenancy are made by the Court appointed Deputy.

1.5 Data Protection

The Council will ensure personal information of all tenants (new, existing and deleted) is:

- Stored lawfully
- Processed in a fair and transparent manner
- Collected for specific, explicit and legitimate for the purpose
- The data will be kept up to date and held only until it is no longer required.
- Shared only with other organisations for legitimate processing, the prevention of fraud or with the person's explicit consent.
- All tenancy records will be held intact for a full 6 years post tenancy end in line with good practice guidance on document retention. They will then be anonymised and/or disposed in line with the Council Retention and Disposal Policy August 2021. [URL needed.](#)

A tenant's express consent is obtained to deliver a tenancy management service during the completion of the sign-up process. The Council has a Privacy Notice which can be located at: [URL needed.](#)

1.6 Equalities, Access and Monitoring

The Council is committed to ensuring that the policy is non-discriminatory and that all tenants are able to access the service, taking into account any vulnerability or other specific needs, and also the needs of different groups protected by the Equality Act 2010; the Human Rights Act 1998; and for Children, Section 11 of the Children Act. To identify the needs of our tenants, a new tenant questionnaire is completed at sign up and it contains specific questions relating to vulnerability, ethnic origin, sexual orientation, disability and other relevant criteria. The information obtained will be used to monitor the impact of the policy on minority and specific needs groups and to evidence the need for amendments, as may be required.

Under the Equality Act 2010 and in particular section 149 of the Public Sector Equality Duty, the Council is required to give due regard to eliminate discrimination, advance equality of opportunity and foster good relations between those who share a protected characteristic and those who do not, when exercising a public function such as a landlord. The protected characteristics are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. This policy complies with the Council's Equalities Policy March 2021. This policy was subjected to an Equalities Impact Assessment (EqIA) before it was adopted.

We reserve the right to change this policy in order to meet changes in regulation, legislation and housing good management practice. All changes will be subject to an Equality Impact Assessment. Where the change is considered to be minor it will be approved by senior management. If the change is major, approval will be by the Executive following statutory consultation with all known stakeholders.

2.0 Tenancy Commencement

2.1 Housing Applicants

Households who need to be rehoused in Bromley need to complete an application form to join the housing register. They will be assessed, awarded a priority based on a category of need as stipulated in the Housing Allocation Scheme. Tenancies are only created when someone on the housing register is successfully offered a permanent home.

2.2 Tenancy Start Date

A tenancy can only commence in Bromley owned stock once a tenancy agreement has been signed by both the tenant and the council or the council's managing agent. Tenancies start on a Monday and end on a Sunday.

2.3 New Tenant Visits

All new tenants will receive a settling in visit within 6 and 8 weeks of their tenancy start date. This is to ensure the tenant has settled in, is managing in the property, identify any support needs and is complying with the terms and conditions of their tenancy agreement.

2.4 Rent and Service Charge

Tenants are expected to pay their rent in accordance with the terms and conditions of their tenancy agreement. Incoming tenants are notified of the rent and service charge of a property prior to sign up. Existing tenants have an annual rent review and are given 28 days' notice before the new rent can be charged. Tenants who have a change in their circumstances which will have an impact on their ability to pay rent, must notify the council. This includes any extended or repeated periods of absence from the property.

2.5 Household Composition

The details of who lives with the tenant, i.e. household composition are gathered when make a housing application and again at sign up. If anything changes, a tenant must notify the council. The household composition must be suitable for the property and the council will not knowingly allow properties to be overcrowded or under occupied. Where someone moves out of the tenant's home, they must inform the council. If they want someone to live with them, they must first seek the council's permission. We will check the household composition when we audit the property and anyone living in the property without consent may be asked to leave.

2.6 Tenancy Management Information

At sign up, it is important to gauge whether the tenant is able to live independently or whether they will need additional support. It is equally important to understand the preferred method of communication, therefore we will collect and store securely, the following:

- Whether they prefer to be called, messaged, emailed or formally written to.
- Their preferred language.
- Any specific requirements to ensure service accessibility
- Details of support workers and advocates.
- Known medical or mental health conditions.
- Known history of violence.

3.0 The Tenancy Agreement

3.1 Sole or Joint Tenancies

Tenancies are granted in the name of the nominee(s) and transferee(s) on the housing application. If it is a joint application, then the tenancy will be joint and if it is sole, the tenancy will be sole. Joint tenancies will not be permitted for anyone other than a spouse or partner.

3.2 Granting of Tenancies

A tenancy determination is undertaken during the allocation of a property. We grant the following tenancies:

Tenancy Type	Description
Introductory Tenancy	If the tenant has not previously held a social tenancy, or where we feel the tenant needs support in the first year of their tenancy. Introductory tenancies convert to a secure tenancy after 12 months provided a Notice of extension has not been served.
Secure Tenancy	If the tenant is already on a lifetime tenancy (secure or assured).
Flexible Tenancy	A short-term tenancy of a fixed period will be granted where the Council needs to make best of stock in larger or adapted properties. Where a flexible tenancy is going to be issued the appropriate Notice will be served informing the tenant that the tenancy will be a flexible one.
License to Occupy	Tenants in temporary accommodation will be granted a licence to occupy. This will also be used where a tenant has to be moved temporarily out of their home.

3.3 Tenancy Conditions

A tenancy agreement confers rights and responsibilities to both tenant and landlord. The exact nature of these rights depend on the tenancy type. The right to assign, succeed a tenancy or buy may be restricted for instance. A tenancy may only be ended by serving the appropriate notices. Variation of a tenancy is only with the consent of both parties.

3.4 Tenancy Reviews

A tenancy may reviewed as required:

- a. A tenancy would benefit from some support to sustain it. This may be short term or for longer periods of time if the tenant is vulnerable.
- b. Tenancy enforcement is needed.
- c. Formal reviews are required as part of the statutory process around introductory tenancies. A notice is required if the introductory period is to be extended for a further 6 months where the Council feels the tenant has failed to meet the conditions of their tenancy but has not met the threshold for possession.

- d. Formal reviews are required as part of the statutory process around flexible tenancies. This will take place 9 months before the tenancy is due to end. At 6 months before the tenancy is due to end, the tenant must be served with a Notice to confirm whether a further tenancy will be granted. If not, the tenant must be sign posted or referred to alternative accommodation where the tenant is not at fault.

3.5 Tenancy Appeals

Where a tenant disagrees with a decision made in accordance in relation to their tenancy, they may request an appeal within 14 days. For decisions in relation to introductory tenancies and flexible tenancies, the tenant has a statutory right of appeal.

3.6 Right to Buy

Under the Right to Buy scheme, a tenant may only apply to buy their council home if:

- a. it's their only or main home;
- b. it's self-contained;
- c. they are a secure tenant;
- d. they have lived in a public sector property for 5 years or more - for example a council, housing association or NHS trust

For details of the scheme please see the government website at:

<https://www.gov.uk/right-to-buy-buying-your-council-home>

3.7 Right to Transfer

The Right to Transfer under Section 34A of the Housing Act 1985 is the right that all council tenants have to come together as a neighbourhood, form a not-for-profit organisation and request to take ownership and control of their own homes. For details of the scheme please see the government website and/or seek independent legal advice.

4.0 Tenancy Changes

4.1 Sole to Joint

We will allow a sole tenant to add their spouse, civil partner or partner to the tenancy where there is evidence of an ongoing relationship. Joint tenancies will not be permitted between parent and child or siblings. A new tenancy will be granted with both partners named on the tenancy. This brings the former tenancy to an end and the sole tenant must be made aware of this prior to termination. Where the new joint tenant has never held a social tenancy, the new tenancy will be introductory.

4.2 Joint to Sole

If a joint tenant wishes to remove their joint tenant from the tenancy, i.e. joint to sole, there are legal implications as a landlord cannot be seen to collude in a breach of rights. Therefore the tenant must do one of the following:

- a. Get the departing joint tenant to assign the tenancy to the remaining tenant.
- b. Obtain a court order to transfer the tenancy.
- c. If there are extenuating circumstances, provide us with details. In cases of domestic abuse, we may award a new tenancy, however the tenant will be required to surrender their existing tenancy, thereby ending it for both tenants.

4.3 Assignments

An assignment can only take place via a deed of assignment and/or a Court order. The table below shows the three main types:

Type	Description
Assignment by mutual exchange	Where two tenants wish to exchange properties, the tenant must obtain permission of the Council. The tenancy must contain the right to assign. As a landlord we cannot withhold permission unreasonable and where we do so it must be in line with the condition set out in schedule 3 of the housing legislation.
Judicial Assignment	Where a Court Order is obtained transferring the tenancy to a named person. If the transfer is due to divorce proceedings a deed of assignment supplied by the remaining party's solicitor is required in addition to the court order.
Assignment to a Potential Successor	If a tenant wishes to transfer their tenancy onto someone while they are alive this is called a living succession or assignment to a potential successor. The same statutory requirements must be met as if the tenant had died. The landlord is obliged to provide the tenant with their change of rights, should they assign their tenancy.

4.4 Successions

A succession can only take place if a tenant dies, and someone who is a permanent household exercises their right to succeed. There are five main types:

Type	Description
Survivorship succession	This is the automatic and immediate transfer of the tenancy to the remaining tenant following the death of the joint tenant. This is a statutory right which is protected in law irrespective of the tenancy type.
Statutory succession	This is the transfer of a sole tenancy to the tenant's partner or other family member following the death of a tenant. For tenancies that predate April 2012 and the Localism Act 2011, the family members who are entitled to succeed are listed in s113 of the Housing Act 1985. They must prove they lived with the deceased during the 12 months immediately before their death. Where there is more than one qualifying member, we would usually expect the family to decide who that would be, although we may make the decision, if necessary, under the s89(2)b of the legislation. Tenancies after April 2012 and the Localism Act, the statutory succession rule stipulates that only a spouse or partner may succeed unless the landlord has conferred a further right in the term of the tenancy agreement.
Contractual Succession	The transfer of a sole tenancy to a qualifying individual following the death of tenant where the landlord has provided enhanced succession rights in the tenancy agreement. Some service tenancies may have a contractual provision on succession.
Devolution by will or intestacy	This is where the tenancy is passed by a sole tenant to a designated individual through their will, or to their next of kin through intestacy. The claimant must meet the succession criteria. Devolution will not transfer the security of tenure of a secure tenancy so there can be no further successions.
Discretionary Succession	This is the grant of a new tenancy to an individual following the death of a sole tenant where there is no right to succeed but where we will consider a discretionary succession due to their circumstances. This can be applied to any of our tenancy types.

4.5 Succession & Best use of stock

Where the accommodation is larger than is reasonably required by a successor who did not previously hold the tenancy or adapted, and the successor has no use for the adaptations, we may seek possession of the property under Ground 15A. We will serve a notice, no earlier than six months, and no later than twelve months, after the original tenant's death. The tenant will be required to complete an application form to allow them to be rehoused into suitable accommodation. We may only apply for legal possession 10 months or more after the original tenant's death. But we will do everything possible to find them suitable accommodation before attending Court application.

5.0 Decants

5.1 Decant Reason

There are occasions when a tenant may have to be relocated from their homes for one of the following reasons:

- a. Major repairs or improvements that cannot be conducted with the tenant in occupation.
- b. Modernisation programmes.
- c. Sale or demolition.
- d. Emergency (e.g. fire, flood) rendering the property uninhabitable.

5.2 Permanent Decants

With a permanent decant, the household moves permanently and is rehoused in a property that suits their household size and need in accordance with the Housing Allocation Scheme. If the property offered belongs to another social landlord, we will advise the tenant of any implications to their tenancy rights where these are likely to change. Where the decant is part of a regeneration programme, the tenant may be given the right to return to a suitable property on the same estate, but only where this is agreed in advance.

5.3 Temporary Decants

With a temporary decant, the household moves out temporarily whilst the work is done. On completion of the works, they return to their home. The tenant continues pay the rent in their principle home as the tenancy remains intact and they will have no legal right to the temporary property. They will sign license to occupy in the temporary property. Every effort will be made to find them a suitable temporary property. If it is smaller, temporary storage of their personal belongings may be considered. If they can stay with friends or family, this will be considered first. The tenant may request to remain in their temporary property this will be considered on a case-by-case basis. If granted it will be treated as a permanent decant however no homelessness payment will be granted as their original home was made available for return.

5.4 Supporting the Move

We understand the need to move can cause disruption and anxiety. We are committed to ensuring that this process runs as smoothly and sympathetically as possible. You will be prepared at length in order to assist the move. Financial and practical assistance will be offered, and a support package agreed in advance.

5.4 Refusal to Move

Every consideration will be given where a tenant refuses to move out of their home. Consideration is also given to temporary decants who refuse to back to their own home once the work is complete. However, we have the right to take legal action to repossess a property where the work is essential and cannot be done with the tenant in situ. This may be possession, injunction or a warrant of entry depending on whether the decant is permanent or temporary.

5.6 Home Loss Payments

Home loss payments are governed by the Land Compensation Act 1973 and the amount payable is fixed by statute. The payments are intended to compensate for the upheaval and personal upset involved in an involuntary move. Money owed to the Council will be deducted from the payment. Payments are made within 3 months of relocation and will only be paid to secure tenants who have held their tenancy for one year or longer as stipulated by the government eligibility rules. Home loss payments apply to permanent decants only.

5.7 Disturbance Payments

Disturbance payments will be made to meet any reasonable moving expenses. These will be agreed in advance. Disturbance payments are paid to permanent decants once and for temporary decants each time they move.

6.0 Tenancy Sustainment

6.1 Sustaining Tenancies

We are committed to helping a tenant to sustain their tenancy and offer a variety of ways to support them to achieve this. This may vary and the list below is just some of the examples:

- a range of targeted visits during the lifespan of a tenancy
- rehousing to prevent continued financial hardship
- a dedicated support service, covering a range of advice and assistance
- tenant orientated employment projects
- using all our powers to tackle anti-social behaviour
- welfare and debt advice to assist with the payment of rent.

6.2 Vulnerable Residents

Many of our residents are vulnerable. This may vary from someone with learning difficulties to someone with issues around mental health, or from someone with a visual impairment to someone who is bed bound. We work with all our vulnerable residents and with their permission, their advocates, supporters, family members and health agencies to ensure they are able to live happily in their homes, and when and if they need to move on to alternative accommodation, we will work with them to make the transition as smooth as possible.

6.3 Supporting the Tenant

We will ensure housing applicants with the need for specific property adaptations or mobility access are identified as part of the assessment process to ensure suitable properties are made available to them during the allocation process. Tenant who find they need aids and adaptations will be assessed by an Occupational Therapist in Adult Social Care to see what they need in order to continue to manage in their home and where this is not possible, we will assist them with their rehousing requirements. As people age or are perhaps diagnosed with physical, mental or medical conditions where there housing is having an impact, they will be assessed for medical priority and where necessary rehoused to suitable accommodation.

6.4 Failing Tenancies

If a tenant is struggling and they identify this themselves and seek assistance, we will explore all avenues to assist them to remain in their home. Where the tenancy is failing but has not yet met the threshold for eviction, and moving is the only way to assist them, we may consider a management transfer. On the rare occasions where this is not possible, we will consider a safe surrender agreement which allows them to end their tenancy on the guarantee that the Council will rehouse them under a homelessness prevention duty, but these will be as a last resort.

7.0 Tenancy Enforcement

7.1 Tenancy Audits

We will visit each property at regular intervals to check the occupants of the property, provide support and inspect the property. This is usually an unannounced visit in order to determine whether the people living there match our records. As the landlord, we are legally obliged to know who is living in our properties at all times, and if an illegal occupant is identified, to take the appropriate remedial action.

7.2 Tenancy Fraud

We are committed to tackling fraud at all levels. We recognise the importance of multi-agency working and use a number of key methods for prevention including; using data analysis, working with our partners, sharing information as appropriate and credit reference agency.

7.3 Demotion of a Secure Tenancy

Legislation allows for the demotion of secure tenancies where security of tenure is suspended by a Demotion Order issued by a court. It is used where a tenant persists in breaching the terms of their agreement but does immediately meet the threshold for possession or where we feel that a period of demotion may assist the tenant in complying with the terms and conditions of their tenancy. It requires substantial evidencing in much the same way as we would need to do if it were processing a case for possession. We undertake consistent and sometimes protracted periods of monitoring as a prerequisite to place before a judge when applying for a Demotion Order.

7.4 Legal Action and Possession

As a landlord we may have to take legal action against tenant. This may take the form of an injunction, prohibition order or as a last resort possession of the home. We cannot simply enter the property; we may only do with a Court order or a warrant following legal action. We will do everything possible to work with the tenant before this happens, including:

- a. Dealing with all complaints.
- b. Practical arrangements to clear rent arrears.
- c. Assistance from our housing support service.
- d. We will take early and preventative action where possible.
- e. We will safeguard vulnerable residents when considering action.

Tenants evicted by us are treated as intentionally homeless under the homeless legislation. They may find it difficult to be considered for rehousing and we would urge the tenant to work with us before this happens.

7.5 Anti – Social Behaviour

Anti-Social Behaviour (ASB) can include a wide range of nuisances, disorder and crimes which affects people's lives on a daily basis. It can feel and look different in every area and to every victim. What might be considered anti-social by one person, might be considered acceptable to another. The Home Office describes ASB as, 'any aggressive, intimidating or destructive activity that damages or destroys another person's quality of life'.

As a Council we are committed to working with our tenants and our partners to address all forms of ASB. Our [ASB Policy](#) located at: [URL required](#) lays out our approach to tackling this behaviour, and we will work with the police and other agencies to safeguard victims and take the necessary action against perpetrators.

7.6 Domestic Abuse

Domestic abuse can be defined as: 'Any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 and over who are, or have been, intimate partners or family members regardless of gender and sexuality. The abuse can encompass but is not limited to psychological, physical, sexual, financial, emotional'

For details of our approach to both survivors and perpetrators of domestic abuse, please see our [Domestic Abuse Policy](#). [URL required](#)

7.7 Pets

Our tenancy agreements are clear on whether a tenant may keep a pet in their property. Permission of the Council is required in order to keep a pet and a decision will be made taking into account the property, the type of animal and the tenant's circumstances.

8.0 Ending a Tenancy

8.1 Tenancy End Reason

Tenancies end for a variety of reasons:

- The tenant surrenders their tenancy
- The tenant transfers to another property
- The sole tenant dies
- The sole tenant moves into residential care or a hospice
- An eviction
- The property is abandoned

In all cases, a notice is served either by the tenant or the landlord. The tenancy agreement contains a section on ending a tenancy. We may only serve notice under one of the grounds for possession or serve a notice to quit where the tenancy has been rendered insecure.

8.2 Tenancy End Date

In most cases the tenancy ends the Sunday after the keys have been returned. If entry must be forced, the tenancy will end the Sunday after. If the keys have not been returned and the notice period expires, a use and occupation will be charged.

8.3 Pre-Termination Visits

Tenants who are transferring to another property may receive a pre-termination visit if we have not recently inspected the property. This is to ensure the tenant has not damaged the property. Any damage identified will require rectification by the tenant. If they fail to do so, we will repair it and recharge the cost to the tenant. In some cases where the damage is extensive, we may prevent the tenant from moving to another council property.

8.4 Belongings left in the Property

A tenant is expected to clear their belongings before they return the keys. If the tenant leaves belongings behind, we may serve a notice under the (Interference with Goods) Act 1977. This allows us to remove and/or dispose of these belongings. The cost of doing so may be recharged to the tenant.

8.5 Empty Property Management

The Council has an obligation to ensure that empty properties are identified, repaired and relet as soon as possible to those with housing needs with minimal void loss and security and repair costs. The cost of repairing damage caused by the tenant may be recovered through the council's recharge policy.

8.6 Former Tenant Debt

We will make every effort to recover all rent arrears prior to the end of a tenancy. However once the tenancy has ended, any arrears and recharges will be dealt with as former tenant debt.