

**Wandsworth Borough**  
**Council**

**Tenancy Policy**

**(Published December 2022)**

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## **Introduction**

1. The Localism Act (2011) enables local authorities to influence and decide on its tenancy management framework and how tenancies should be offered and managed. The Council's position is that secure periodic (lifetime) tenancies offer the best level of security for its social housing tenants. The Council therefore commits to issuing only secure periodic tenancies to its social housing tenants unless in exceptional circumstance.
2. The Tenancy Policy is in line with national requirements as set out in the Localism Act (2011) and the Housing Act (1985) which all registered providers of social housing must follow. Policies must commit to, include and have regard to the following:
  - a) the type and length of tenancies the Council will grant;
  - b) the circumstances in which the Council may or may not grant a tenancy;
  - c) the way in which a tenant or prospective tenant may complain / appeal about a decision on the tenancy they have been granted or the decision to not grant a tenancy;
  - d) the advice and assistance that the Council will give to tenants on finding alternative accommodation in the event that the Council decides not to grant a tenancy;
  - e) the Council's policy on taking into account the needs of those households who are vulnerable by reason of age, disability or illness, and households with children when allocating tenancies;
  - f) granting discretionary succession rights, taking account of the needs of vulnerable household members; and
  - g) the Council's approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud;
  - h) have regard to the Councils Tenancy and Rent Strategy, Housing Allocation Scheme, Housing, Homelessness and Rough Sleeping Strategy, and the London Housing Strategy.
  - i) notify every private registered provider of social housing in its district of any Tenancy Policy and Strategy review that is undertaken.
3. This document will be published on the Council's website ([www.wandsworth.gov.uk](http://www.wandsworth.gov.uk)) and copies will be provided free of charge to anyone who might request a copy. This policy has been produced with regards to the Tenancy and Rent Strategy, Housing Allocation Scheme, Housing, Homelessness and Rough Sleeping Strategy, and the London Housing Strategy.
4. The policies set out in this document were approved by the Council's Executive in October 2022 and apply from 12<sup>th</sup> December 2022. They will be amended if necessary and as required as a result of any further guidance that is provided by the Secretary of State or the social housing regulator.

5. The Council will periodically review the policies set out in this document and where appropriate make changes to them. Therefore, comments on the policies are welcome at any time.

### **Type of tenancies**

6. There are two types of secure social housing tenancies that the Council uses. The preferred tenancies used by the Council are secure periodic (lifetime) tenancies that offer a tenancy for life with no requirement for the tenant to undergo a review to determine whether a tenancy should be renewed. In exceptional circumstances (as outlined below) the Council may also use a flexible fixed term tenancy. This is a form of secure social housing tenancy that is issued on a fixed period and requires a review towards the tenancy end date so a decision can be made on whether another tenancy is issued after the tenancy expires. See paragraphs 7 to 14 below that outlines both tenancy types.

### **Secure periodic tenancies**

7. Wandsworth Council believes that suitable and secure accommodation is essential to the overall health, wellbeing and stability of its tenants. For this reason, the Council's approach is to issue secure periodic tenancies (preceded by a 12-month introductory tenancy where legislation allows) in most instances to all its social housing tenants, which includes tenants of general needs and sheltered housing.
8. Most existing social housing tenants who are offered a tenancy via the Council's transfer queue, or via a mutual exchange, a management transfer or any other move will be offered an immediate secure periodic tenancy without the requirement to undertake a 12-month introductory tenancy.

### **Flexible fixed term tenancies**

9. There are exceptional circumstances when the Council will offer a flexible fixed term tenancy rather than a secure periodic tenancy, and this only applies to tenants in general needs housing. In these circumstances, the Council will make a clear case for why a flexible fixed term tenancy is the most appropriate tenancy for the household.
10. The circumstances and reasons for why a flexible fixed term tenancy would be offered to an applicant includes:
  - a) When the applicant is offered a property that has five or more bedrooms. This is because there is a shortage of these property types when compared to high demand. For larger households requiring larger sized homes, their household size may change over time, and flexible fixed term tenancies would enable reassessment of the household needs and help the Council identify households who no longer require such properties. This ensures that properties in very high demand are matched to the most appropriate households.
11. During any review period of a flexible fixed term tenancy, the Council will review each tenant's household circumstances, housing need, tenancy record, the overall suitability of the property for their household and, taking these into account, their housing options.

12. When granting a flexible fixed term tenancy, all new social housing tenants will usually be offered a 12-month introductory tenancy (where legislation allows) followed by a ten year flexible fixed term tenancy, and all subsequent flexible fixed term tenancies will be of five years.
13. The Council may offer flexible fixed term tenancies of less than the initial ten years or subsequent five years but not less than two years in the following circumstances:
  - a) Where a tenant has not managed a previous tenancy well or has a history of anti-social behaviour or non-payment of rent.
14. There are restrictions on when flexible fixed term tenancies can be issued, and in all of the following circumstances only a secure periodic tenancy must be offered:
  - a) Where the Council offers a tenancy on Social Rent terms to an applicant who was already a social housing tenant as at 1<sup>st</sup> April 2012 and has remained a social housing tenant since that date;
  - b) Where the tenancy is set at Social Rent levels and it is a new build property that has been funded via the GLA 2021- 2026 Affordable Homes Programme;
  - c) Where a secure periodic tenant had been moved into alternative accommodation during any redevelopment or other work; and
  - d) Where a secure periodic tenant or member of the person's household is or has been the victim of domestic abuse carried out by another person and the Council grants a new tenancy for reasons connected with that abuse.

#### Introductory tenancies

15. For all new tenants of social housing, the Council will offer a 12-month introductory tenancy which is a probationary period for new tenants. This 12-month introductory period gives the tenant time to understand their responsibility as a social housing tenant and encourages tenants to abide by the terms and conditions of their tenancy.
16. The Council should use the 12-month probationary period to identify any issues that may have become apparent since the tenant started their introductory tenancy. Where any issues have been identified, the Council will work with the tenant to resolve these issues so that homelessness can be prevented before a decision to not grant a secure periodic tenancy at the end of the introductory period is made.
17. At an end of an introductory tenancy, the tenant will automatically become a secure social housing tenant or if there is a record of breaches of the tenancy conditions the Council may decide to either extend the introductory tenancy by another 6-months or decide not to issue a secure social housing tenancy at the end of their introductory tenancy.
18. In the event that the Council has made a decision not to issue a secure social housing tenancy on expiry of an introductory tenancy - for example where a tenant has generated a significant amount of rent arrears or there is recorded evidence of anti-social behaviour – the Council will be minded to take legal action to repossess the property

**Existing tenants on flexible fixed term tenancies who are eligible for a secure periodic tenancy**

**Surrendering a flexible fixed term tenancy and re-grant of a secure periodic tenancy**

19. From March 2013 to November 2022, the Council was offering flexible fixed term tenancies to most new tenants (where legislation allowed), and only offered secure (lifetime) periodic tenancies in exceptional circumstances. However, following review, the Council believes that the use of secure periodic tenancies offers the best level of security for tenants in most instances, as set out in paragraph 7, while the use of flexible fixed term tenancies is appropriate in certain circumstances, as outlined in paragraph 10.
20. Therefore, the Council will offer a secure periodic tenancy to current tenants on flexible fixed term tenancies if they are eligible based on the following criteria:
- a) Where the tenant/s were granted a new or a subsequent flexible fixed term tenancy for a property that has 4-bedrooms or fewer, and the flexible fixed term tenancy was granted between 1<sup>st</sup> April 2013 to 30<sup>th</sup> November 2022; and
  - b) There are no ongoing actions being taken against the tenant/s for example for rent arrears and or / anti-social behaviour, which includes those served with a six month notice that the Council does not propose to grant a further tenancy when the fixed term expires or issued with a possession order or bailiff warrant.
21. The Council will work with tenants on flexible fixed term tenancies whose rent accounts are in arrears to reduce and clear the arrears in preparation for the surrender of the flexible tenancy and re-grant of a new secure periodic tenancy.
22. For all eligible tenant/s as outlined in paragraph 20, the Council will arrange for the tenant/s to attend an appointment. During the appointment, the tenant/s will:
- a) Surrender their current flexible fixed term tenancy so it is brought to an end; and
  - b) The Council will grant an immediate new secure periodic tenancy for the same property, with no change in rent or service charges.
  - c) The start date of the new secure periodic tenancy will be the same as the date on which the former flexible fixed term tenancy was surrendered.
23. Tenants who are eligible for an offer of a secure periodic tenancy (as per paragraph 20) are under no obligation to surrender their flexible fixed term tenancy if they do not wish to. However, when their flexible fixed term tenancy comes to an end – and if they are still eligible for a secure periodic tenancy as per paragraph 20 – the tenant/s will automatically be issued with a secure periodic tenancy. The Council will notify tenants in writing that their flexible fixed term tenancy has ended and that they now have a secure periodic tenancy.

**Provision of advice and assistance (including granting a further tenancy) on the coming to an end of an existing fixed term tenancy**

24. As stated on page 3 (see paragraphs 9 and 10), in exceptional circumstances the Council would support the use of flexible fixed term tenancies.
25. As set out below, in the majority of cases the Council will, on the coming to an end of an existing flexible fixed term tenancy, work with the household to ensure that their housing needs and, as far as possible, preferences (e.g. locality) are met by either:
- a) Offering or helping them to obtain another tenancy (of the same property or one or more different properties let by a registered provider of social housing or a private landlord that are more suitable to the household's needs) or
26. At least eight months, but no more than a year, before the existing flexible fixed term tenancy is due to end the Council will, in a manner that is sensitive to their particular needs, review the tenant's household circumstances and housing options with them and their household to:
- a) decide whether another tenancy should be offered of the same property or one or more different properties and, if so:
    - i. what type of secure social housing tenancy should be offered; and
    - ii. if another flexible fixed term tenancy is offered, what length of tenancy should be offered, if not the standard five years; and
    - iii. what rent should be charged (within legislative and regulatory constraints).
27. These decisions will be recommended by a Housing Assessment Officer or Customer Services and Housing Options Officer and authorised by a Deputy Manager within the Assessment and Adaptation Team(s) within Housing Services or more senior officer in consultation with other relevant senior officers and in line with the criteria set out below.

Deciding whether a further tenancy should be granted on the coming to an end of a flexible fixed term tenancy

28. A further tenancy is unlikely to be offered if any of the following circumstances apply:
- a) The tenant(s) own(s) or jointly own(s) accommodation (including shared ownership accommodation) in the UK or elsewhere, or have a legal right to occupy accommodation in the UK or elsewhere unless they satisfy the Council that it would not be reasonable for them to either:
    - i. occupy the accommodation; or
    - ii. sell or let the accommodation in order to use the proceeds to obtain suitable accommodation.
  - b) The Council is satisfied that the tenant(s) have obtained or attempted to obtain housing or other housing related services / benefits by making a false or misleading statement or withholding information, or encouraging someone else to do so on their behalf;
  - c) The Council is satisfied that the tenant(s) are unlikely to satisfactorily manage the tenancy and / or pay their rent because, for example:

- i. They have been served, within the last year, with a Notice of Seeking Termination of Tenancy and Recovery of Possession, in accordance with the Tenancy Conditions;
- ii. Another person who shared the property occupied by the tenant under their current tenancy left because of the tenant's violence / abuse or threats of violence / abuse against them or a person associated with them;
- iii. They or a member of their household have a history of anti-social behaviour (including domestic violence / abuse and noise nuisance);
- iv. They have a record of failure to pay rent to the Council;
- v. They have outstanding housing related debt liabilities to the Council;

29. At the discretion of a Deputy Manager within the Assessment and Adaptation Team(s) within Housing Services or more senior officer, a further tenancy may be offered to tenants in such cases in exceptional circumstances, for example:

- a) Where it would, in the officer's opinion, be unreasonable (taking into account any vulnerability of the tenant(s) / household member(s) due to age, disability or illness) not to offer a further tenancy. To aid the decision making process, the Council may seek advice on the relevance to current or future housing needs of tenants' / household members' medical condition(s) / disability from the Council's independent medical adviser. Where further information is required, the Council will, with the tenant's / household member's permission, contact their doctor(s) / hospital(s) / other council departments / other agencies;
- b) Where the tenant is abiding by an agreement, they have made with the Council in relation to behaviour including the payment of rent and arrears.

30. On the coming to an end of a flexible fixed term tenancy, if a tenant lacks the required immigration status and are therefore not eligible for social housing in England, a further tenancy will not be granted.

Deciding whether the further tenancy to be offered should be of the same property

31. Where the Council has decided, in line with the criteria set out above, to offer a further tenancy, the tenancy offered will generally be of the same property (i.e. the property occupied by the tenant(s) under their current tenancy).

32. However, where it is considered appropriate, a tenancy / tenancies of one or more different properties that are suitable to the household's needs may be offered to the tenant(s) and, in some cases, their household member(s), for example where:

- a) The Council requires possession of the property currently occupied by the tenant(s) in order to demolish, reconstruct or dispose of the property or part or the whole of the building in which the property is located;



- b) The tenant(s) is / are assessed as requiring a smaller property (i.e. a property with fewer bedrooms) than the property occupied by the tenant(s) under the current tenancy. In making this assessment the bed size entitlement criteria in the Council's Housing Allocation Scheme will be applied;
- c) The tenant(s) and their household would be occupying the property so as to cause statutory overcrowding under a further tenancy of the same property;
- d) The property has features which are substantially different from those of ordinary properties which make it suitable for occupation by a physically disabled person who requires such features and:
  - i. there is no longer such a person residing there; and
  - ii. the Council requires it for occupation by such a person.

33. As per paragraph 31, point b above, in the event a different property is offered and the tenant has downsized to a smaller property which is 4-bedrooms or less, then the tenant would be offered a secure periodic tenancy and not a further flexible fixed term tenancy.
34. If the Council decides to offer a tenancy of the same property (i.e. the property occupied by the tenant(s) under the current tenancy) but the tenant(s) want(s) a transfer a Housing Options Officer or Customer Services and Housing Options Officer will ensure that they are provided with any advice and assistance that they need in order to make a transfer application.
35. At the discretion of a Deputy Manager in the Assessment and Adaptation Team(s) within Housing Services or more senior officer, a further tenancy of the same property may, where legislation allows, be offered to tenants in the circumstances outlined in a) to c) above where exceptional circumstances apply for example:
- a) Where it would, in the officer's opinion, be unreasonable (taking into account any vulnerability of the tenant(s) / household member(s) due to age, disability or illness) not to offer a further tenancy of the same property. To aid the decision-making process, the Council may seek advice on the relevance to current or future housing needs of tenants' / household members' medical condition(s) / disability from the Council's independent medical adviser. Where further information is required, the Council will, with the tenant's / household member's permission, contact their doctor(s) / hospital(s) / other council departments / other agencies.

Type and length of tenancies that will be granted on the coming to an end of an existing flexible fixed term tenancy

36. In order to ensure that best use is made of Wandsworth Council's housing stock to meet residents' needs and aspirations and provide a reasonable degree of stability the Council will, where it offers a tenancy on the coming to an end of an existing flexible fixed term tenancy, offer a five year fixed term tenancy in all circumstances other than those set out below.

37. The Council will, where it offers a tenancy of a sheltered housing apartment on the coming to an end of an existing flexible fixed term tenancy, offer a secure periodic tenancy in all instances.

*Exceptional Circumstances in which the Council may offer flexible fixed term tenancies of less than five years on the coming to an end of an existing flexible fixed term tenancy*

38. The Council may offer flexible fixed term tenancies of less than five years but not less than two years in the following circumstances:

- a) Where a tenant has not managed their existing tenancy well or has a history of anti-social behaviour or non-payment of rent; and
- b) Where changes (actual or anticipated) in household profile, financial circumstances or other material considerations are likely to mean that it will be appropriate to explore alternative housing options with the tenant(s) and their household members sooner than in five years, for example:
  - i. Where a household is occupying a property with five or more bedrooms, it might be appropriate for the tenancy length to be set so that the tenancy ends when a household member will turn 18 and the household's housing need could be met by offering tenancies of two smaller properties or exploring other housing options.

39. Where exceptional circumstances apply (as set out above), decisions about whether a flexible fixed term tenancy of less than the standard five years should be offered, and if so what length of tenancy should be offered, will be made on a case by case basis by a Deputy Manager within the Assessment and Adaptations Team(s) within Housing Services or more senior officer in consultation with other relevant senior officers. Decisions will take into account the purpose of the accommodation, the needs of the individual household, the sustainability of the community and the efficient use of the Council's housing stock. These decisions will be taken with the aim of achieving an appropriate balance between providing a reasonable degree of stability (particularly for those who are vulnerable by reason of age, disability or illness, and households with children) and ensuring that best use is made of the Council's housing stock to meet residents' housing needs and aspirations.

**End of tenancy advice and assistance for introductory tenants whose tenancy is coming to an end and secure periodic tenants who are facing eviction**

40. Where the Council decides not to offer a secure social housing tenancy on the coming to an end of an introductory tenancy, or the Council decides to initiate evictions proceedings against a secure social housing tenant(s), advice and assistance on finding alternative accommodation will, if it is required, be provided by the housing options and assessment section. The advice and assistance will be the same as that which would be given to any resident who approaches the council for advice and assistance because they are worried about losing their home and will include advice on how to obtain private rented accommodation.

**Notices and right to request a review of a decision not to grant a secure social housing tenancy on the expiry of an introductory tenancy**

41. As required by law, if the Council does not propose to grant a secure social housing tenancy on the expiry of an introductory tenancy due to a serious breach of the tenancy conditions, the Council will send the tenant a notice of possession proceedings with at least 28 days notice. The notice will, as required by law:
- a) state that the Council does not propose to grant a secure social housing tenancy on the expiry of the introductory tenancy and explain why;
  - b) the tenant will be advised of the date the Council can start court action to re-possess the property; and
  - c) in addition to the above, the tenant(s) will be sent a right to review form which they will have 14 days to complete.
42. The administrative arrangements for requesting and conducting a review will be set out in the notice.
43. If the Council receives, within the timescales set out above, a request to review its decision an officer (a Deputy Manager or Manager within the Business Support team or more senior officer) who was not involved in the making of the original decision and is a person of greater seniority than the person who made the original decision will on behalf of the Council and as required by law:
- a) review the decision to not grant the tenant a secure social housing tenancy on the expiry of the introductory tenancy and, in particular, consider whether the decision is in accordance with the policies set out in this document; and
  - b) notify the tenant in writing of the decision on the review and, if the review confirms the original decision, state the reasons for this.
44. Any challenge to the reasonableness of the Council's decision on review will be via Judicial Review in the High Court. The household may also make a complaint to the Housing Ombudsman and details of avenues of challenge or complaint will be included in the notification of the decision on review.
45. If the Council's decision remains that a secure social housing tenancy will not be granted on the expiry of the introductory tenancy the Council will, as required by law, continue with eviction proceedings.
46. If on the day on which the tenancy comes to an end the tenant is still occupying the property, the tenancy will become a secure social housing tenancy and the Council will, on or after the date given in the notice, apply for a court order for possession.

Notices and right to request a review of a decision not to grant a further flexible fixed term tenancy on the coming to an end of an existing fixed-term tenancy

47. As required by law, if the Council does not propose to grant another tenancy on the expiry of the flexible fixed term tenancy, the Council will give the tenant at least six months' notice in writing. The notice will, as required by law:

- a) State that the Council does not propose to grant another tenancy on the expiry of the flexible fixed term tenancy and explain why; and
- b) Inform the tenant(s) that they have the right to request a review of this decision provided that the request is made within 21 days of the notice being served.

48. The administrative arrangements for requesting and conducting a review will be set out in the notice. The Flexible Tenancies (Review Procedures) Regulations 2012 set out the procedure to be followed and include a right for the tenant(s) to request an oral hearing.

49. If the Council receives, within the timescales set out above, a request to review its decision an officer (a Deputy Manager or Manager within the Assessment and Adaptation Team(s) or a more senior officer) who was not involved in the making of the original decision and is a person of greater seniority than the person who made the original decision will on behalf of the Council and as required by law:

- a) Review the decision to not grant another tenancy on the expiry of the flexible fixed term tenancy and, in particular, consider whether the decision is in accordance with the policies set out in this document; and
- b) Notify the tenant in writing of the decision on the review and, if the review confirms the original decision, state the reasons for this.

50. Any challenge to the reasonableness of the Council's decision on review will be via Judicial Review in the High Court. The household may also make a complaint to the Housing Ombudsman and details of avenues of challenge or complaint will be included in the notification of the decision on review.

51. If the Council's decision remains that another tenancy will not be granted on the expiry of the flexible fixed term tenancy the Council will, as required by law, give the tenant (on or before the day on which the tenancy comes to an end) at least two months' notice in writing stating that the Council requires possession of the property.

52. If on the day on which the tenancy comes to an end the tenant is still occupying the property, the tenancy will become a secure periodic tenancy and the Council will, on or after the date given in the notice, apply for a court order for possession.

#### Notices to secure periodic tenants facing eviction

53. In the event the Council decides to take eviction proceedings against a tenant with a secure periodic tenancy, as required by law, the Council will send the tenant a notice of seeking possession with at least two months' notice in writing. The notice will, as required by law:

- a) state that the Council is taking action to evict the tenant and to take possession of the property and will explain why; and
- b) the tenant will be advised of the date the Council can start court action to re-possess the property.

54. The tenant has the right to seek legal advice if they disagree with the Council's decision to take eviction proceedings against them.
55. If on the day on which the tenancy comes to an end the tenant is still occupying the property, the Council will, on or after the date given in the notice, apply for a court order for possession.

### **Sole and joint tenants**

#### **Sole to Joint – granting tenancies of the same property to tenants whose sole tenancies are ended by the tenant**

56. Joint tenancies can be created between an existing tenant and a spouse, civil partner or partner where the sole tenant is a secure social housing and not on an introductory tenancy. However, the Council will generally not grant inter-generational joint tenancies (for instance between a parent and a child) other than in exceptional circumstances.
57. Generally, where a sole tenancy is ended by the tenant and the Council decides to offer (in accordance with the Housing Allocation Scheme) a joint tenancy of the same property to that tenant and another person or persons, the Council will offer a tenancy that:
- a) is a secure periodic tenancy; or
  - b) where the property has 5 bedrooms or more a flexible fixed term tenancy with the same fixed term expiry date as the tenancy that was ended by the tenant.
58. However, where doing so would result in a flexible fixed term tenancy of less than two years being offered (which is not permitted by statute) a two year flexible fixed term tenancy will be offered. Furthermore, the Council may offer flexible fixed term tenancies of less than the remaining tenancy period, but no less than two years, where exceptional circumstances apply, for example:
- a) Where a tenant has not managed their existing tenancy well or has a history of anti-social behaviour or non-payment of rent; and
  - b) Where changes (actual or anticipated) in household profile, financial circumstances or other material considerations are likely to mean that it will be appropriate to explore alternative housing options with the tenant(s) and their household members sooner than in five years, for example:
    - i. Where a household is occupying a property with five or more bedrooms, it might be appropriate for the tenancy length to be set so that the tenancy ends when a household member will turn 18 and the household's housing need could be met by offering tenancies of two smaller properties or exploring other housing options;

#### **Joint to Sole – granting tenancies of the same property to tenants whose joint tenancies are ended by the tenant(s)**

59. Generally, where a joint tenancy is ended by one or more of the tenants and the Council decides to offer a sole tenancy of the same property to one of the joint tenants (or another joint tenancy of the same property to some of the joint tenants) the Council will offer a tenancy that:
- a) is a secure periodic tenancy; or
  - b) where the property has 5 bedrooms or more a flexible fixed term tenancy with the same fixed term expiry date as the tenancy that was ended by the tenant.
60. This approach must be applied to cases of domestic abuse where a secure periodic joint tenancy is ended after the perpetrator of the abuse has left or been removed from the property, but the victim of the abuse wishes to remain and the Council decides to grant them a further sole tenancy.
61. However, where offering a flexible fixed term of the same expiry date would result in a flexible fixed term tenancy of less than two years being offered (which is not permitted by statute) a two year flexible fixed term tenancy will be offered. Furthermore, the Council may offer flexible fixed term tenancies of less than the remaining tenancy period, but no less than two years, where exceptional circumstances apply, for example:
- a) Where a tenant has not managed their existing tenancy well or has a history of anti-social behaviour or non-payment of rent; and
  - b) Where changes (actual or anticipated) in household profile, financial circumstances or other material considerations are likely to mean that it will be appropriate to explore alternative housing options with the tenant(s) and their household members sooner than in five years, for example:
    - i. Where a household is occupying a property with five or more bedrooms, it might be appropriate for the tenancy length to be set so that the tenancy ends when a household member will turn 18 and the household's housing need could be met by offering tenancies of two smaller properties or exploring other housing options;
62. Decisions about whether or not a joint to sole or sole to joint application should be approved will be made on a case by case basis by a Deputy Manager in the Housing Assessment and Adaptations Team within Housing Services or more senior officer in consultation with other relevant senior officers. Decisions will take into account the purpose of the accommodation, the needs of the individual household, the sustainability of the community and the efficient use of the Council's housing stock. These decisions will be taken with the aim of achieving an appropriate balance between providing a reasonable degree of stability (particularly for those who are vulnerable by reason of age, disability or illness, and households with children) and ensuring that best use is made of the Council's housing stock to meet residents' housing needs and aspirations.

### **Granting discretionary succession rights**

63. For secure social housing tenants that began their tenancies after 1st April 2012 there is a statutory right to only one succession for spouses and civil partners (and people who were

living with the tenant as if they were their spouse or civil partner) i.e. when the tenant dies, their spouse or civil partner (or person who was living with them as if they were their spouse or civil partner) can by law succeed the deceased tenant (take over their tenancy) provided that they were occupying the property as their only or principal home at the time of the tenant's death and the deceased tenant did not succeed the previous tenant.

64. However, all registered providers of social housing, can choose to grant additional succession rights in tenancy agreements to:
- a) allow spouses and civil partners (and people who were living with the tenant as if they were their spouse or civil partner) to succeed the deceased tenant (take over the tenancy) even if there has already been one or more successions; and / or
  - b) allow others (e.g. family members or resident carers) to succeed the deceased tenant (take over their tenancy) if the deceased tenant did not have a spouse or civil partner (or a person with whom they lived as if they were spouses or civil partners) who was occupying the property as their only or principal home at the time of the tenant's death.
65. For detailed information on statutory succession rights for secure tenancies please see Appendix 1 for tenancies that started after 1st April 2012 and Appendix 2 for tenancies that started before 1st April 2012.
66. It is a regulatory requirement that all registered providers of social housing must set out their policy on granting discretionary succession rights, taking account of the needs of vulnerable household members. The Council's policy on granting discretionary succession rights is as follows.
67. To ensure that the best use can be made of the Council's housing stock to meet residents' needs, the Council will not usually grant additional succession rights in tenancy agreements. However, where a Wandsworth Council tenant dies and there is no right of succession the Council may, in certain circumstances as set out in the Housing Allocation Scheme, grant a tenancy (of either the same property or one or more different properties) to one or more household members who were living with the tenant at the time the tenant died.
68. In addition, the Council may grant additional succession rights in the tenancy agreement where this is needed to encourage the tenant to move to more suitable (for example, smaller) accommodation thereby freeing up their existing home for another household.
69. Decisions about whether additional succession rights should be granted in the tenancy agreement will be made on a case by case basis by specified officers to be determined by the Director of Housing and Regeneration in line with relevant legislation, this policy and departmental procedures. These decisions will be taken with the aim of achieving an appropriate balance between providing a reasonable degree of stability (particularly for those who are vulnerable by reason of age, disability or illness, and households with children) and ensuring that best use is made of the Council's housing stock to meet residents' housing needs and aspirations.

Provision of advice and assistance to household members of deceased tenants

70. Where a Wandsworth Council tenant dies and there is no right of succession but the property continues to be occupied by people who were living with the tenant, the Council will review the household's circumstances and housing options with them to determine, in accordance with the Housing Allocation Scheme, whether one or more of them should be offered a tenancy of either the property they are occupying or one or more different properties and, if so, what rent should be charged (within legislative and regulatory constraints).
71. Tenancies will not be offered to applicants who do not qualify for social housing in Wandsworth under the Council's Housing Allocation Scheme.
72. Where the Council decides to seek possession of a property following the tenant's death and the occupant(s) are worried about losing their home, advice and assistance on finding alternative accommodation will be provided by the housing options and assessment section. The advice and assistance will be the same as that which would be given to any resident who approaches the Council for advice and assistance because they are worried about losing their home and will include advice on how to obtain private rented accommodation.

### **Approach to tenancy management**

#### **Tackling tenancy fraud**

73. The Council takes a proactive approach to undertaking occupancy checks and works in partnership with the South West London Fraud Partnership (SWLFP). The Council will take immediate action to terminate tenancies of Wandsworth Council properties where they have been obtained by the making of a false or misleading statement.

#### **Interventions to sustain tenancies and prevent unnecessary evictions**

74. The Council will:
- a) develop and provide services that will support Wandsworth Council tenants (particularly those who are identified as vulnerable and showing a clear indication of failure to maintain their tenancy and / or engaging in anti-social behaviour) to maintain their tenancy and prevent unnecessary evictions; and
  - b) provide appropriate assistance for vulnerable perpetrators of anti-social behaviour to prevent and tackle any issues that arise in Wandsworth but also ensure that Wandsworth residents who experience anti-social behaviour are well supported.
75. In order to encourage social housing tenants to report incidences of anti-social behaviour it is important that they feel that they will be listened to and that action will be taken. The Council is committed to using the full range of powers to tackle anti-social behaviour including interventions such as mediation and provision of support but will, where such interventions do not work, take firm action against any breach of tenancy conditions.

### **Equality, diversity and households who are vulnerable by reason of age, disability or illness, and households with children**



76. As a diverse borough with residents from various different backgrounds, Wandsworth Council is fully committed to equal opportunities as a social housing landlord and provider of services to our residents.
77. It is a regulatory requirement that the Council must set out its policy on taking into account the needs of those households who are vulnerable by reason of age, disability or illness, and households with children, including through the provision of tenancies which provide a reasonable degree of stability. In developing the policies set out in this document, the Council has considered the potential impact of the policies on such households and completed an Equality Impact Needs Assessment (EINA).
78. A copy of the Council's EINA for this Tenancy Policy can be found on the Council's website.
79. This Tenancy Policy and the approach to taking into account the needs of vulnerable households are consistent with the Council's Tenancy and Rent Strategy and takes into account the guidance provided by the Regulator of Social Housing.
80. By committing to issuing tenants with a secure periodic tenancy (preceded by a 12-month introductory tenancy where legislation allows) in most circumstances the policy provides reassurance to tenants, residents and all stakeholders that most Wandsworth Council social housing tenants have the same level of security and tenure, regardless of their individual situation, thus allowing long term housing security. The decision to offer flexible fixed term tenancies to households who require 5-bed plus properties has been made to make the best use of stock given the low number of these properties when compared to the high demand. The Council believes that the fairest option for households waiting for these larger properties is to ensure that households currently occupying these have regular reviews to ensure the property they are residing in is suitable for their household size.
81. Therefore, this policy is likely to benefit tenants and residents who are awaiting an allocation of social housing via the Council's housing queues since most tenants will be offered the same type of tenancy, a secure periodic tenancy, and tenants occupying properties that are in very high demand will have reviews in place to help the Council manage and meet this demand. The findings from the EINA support this policy, with evidence from the EINA suggesting that using secure periodic tenancies in most instances reduces overall disparities between protected groups.
82. The Council Allocation Scheme also outlines how the most vulnerable households on the Council housing register are prioritised for social housing.

**APPENDIX 1:**

**Succession rights for secure tenancies that started after 1st April 2012**

A secure tenancy cannot be 'gifted' in a will.

**When a joint tenant with a secure tenancy that started after 1st April 2012 dies**, the tenancy continues in the remaining joint tenant's name.

**When a sole tenant with a secure tenancy that started after 1st April 2012 dies and there has been a previous succession** (see box below), nobody is entitled to succeed the tenant (take over the tenancy) unless such a right is granted by the tenancy agreement although the landlord may agree to offer a new tenancy.

There is deemed to have been a previous succession if the tenant who has died either:

- a) Had a joint tenancy and became a sole tenant when the joint tenant died; or
- b) Succeeded the tenant (took over the tenancy) when the previous tenant died; or
- c) Was a person qualified to succeed who was assigned the tenancy prior to the tenant's death.

**When a sole tenant with a secure tenancy that started after 1st April 2012 dies and there has been no previous succession** (see box above):

- The tenant's spouse or civil partner (or a person with whom the tenant lived as if they were spouses or civil partners) is qualified to succeed the tenant (take over the tenancy) as long as they were occupying the property as their only or principal home at the time of the tenant's death.
- Where there is more than one qualifying person to succeed, the tenant's spouse/civil partner takes precedence but otherwise the qualifying persons must agree amongst themselves who is taking over the tenant. If they are unable to agree between them, the landlord should choose.
- If the deceased tenant did not have a spouse or civil partner (or a person with whom they lived as if they were spouses or civil partners) who was occupying the property as their only or principal home at the time of the tenant's death, nobody is entitled to succeed the tenant (take over the tenancy) unless they are entitled to do so under the tenancy agreement.

Where nobody who was living with the tenant is entitled to succeed the tenant (take over the tenancy), the landlord may agree to offer a new tenancy and must do so where the tenancy agreement requires them to.

**APPENDIX 2:**

**Succession rights for secure tenancies that started before 1st April 2012**

A secure tenancy cannot be 'gifted' in a will.

**When a joint tenant with a secure tenancy that started before 1st April 2012 dies**, the tenancy continues in the remaining joint tenant's name.

**When a sole tenant with a secure tenancy that started before 1st April 2012 dies and there has been a previous succession** (see box below), nobody is entitled to succeed the tenant (take over the tenancy) although the landlord may agree to offer a new tenancy.

There is deemed to have been a previous succession if the tenant who has died either:

- a) Had a joint tenancy and became a sole tenant when the joint tenant died; or
- b) Succeeded to (took over) the tenancy when the previous tenant died; or
- c) Was a person qualified to succeed who was assigned the tenancy prior to the tenant's death.

**When a sole tenant with a secure tenancy that started before 1st April 2012 dies and there has been no previous succession** (see box above):

- The tenant's spouse or civil partner is legally entitled to succeed the tenant (take over the tenancy) as long as they were occupying the property as their only or principal home at the time of the tenant's death.
- If the deceased tenant did not have a spouse or civil partner who was occupying the property as their only or principal home at the time of the tenant's death, certain members of the tenant's family including partners (see below) qualify to succeed the tenant (take over the tenancy) as long as they were occupying the property as their only or principal home at the time of the tenant's death and had been living with the tenant for at least 12 months prior to their death. However, where the property is larger than reasonably required by the successor tenant and / or it has been adapted for a disabled person, the successor tenant may be legally required to move to a smaller property.

The following people qualify to succeed the tenant (take over the tenancy) as long as the conditions outlined above are met:

- The tenant's partner i.e. a person with whom the tenant lived as if they were spouses or civil partners;
- The tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, niece or nephew
  - A relationship by marriage is treated as a relationship by blood and the stepchild of a person is treated as his or her child;
  - A relationship of the half blood is treated as a relationship of the whole blood;
  - An illegitimate child is treated as the legitimate child of his or her mother and reputed father.

If more than one person qualifies to succeed the tenant (take over the tenancy) they should choose between them which one of them should succeed the tenant (take over the tenancy). If they are unable to agree between them, the landlord should choose.