

## End of Tenancy Policy

### Version control

Avoid referring to printed versions of this document. Printed versions may be out of date.

<b>Owner/responsibility for compliance</b>		Head of Housing Customer Services	
<b>Status (draft / approved &amp; live)</b>		Approved and live	
<b>Version no:</b>	<b>Date approved:</b>	<b>Approved by:</b>	<b>Summary of changes made to each version:</b>
1.1	17 July 2024	Cabinet	New policy

## 1 Introduction

- 1.1 This policy is to support the Council in its function as a landlord to provide effective housing management.
- 1.2 This policy outlines the Council's approach when a tenant vacates their rented home and returns it to us.
- 1.3 In developing this policy, the feedback of tenants and partnering agencies has been considered. An Equalities Impact Assessment has been carried out.

## 2 Aims/objectives

- 2.1 The aim of this policy is to outline how the Council will assist tenants who are considering ending their tenancy, ensuring it is legally terminated, possession lawfully recovered, and the property is left in a reasonable condition so it can be re-let as quickly as possible.

## 3 Scope

- 3.1 This policy applies to all tenancies granted by us. It does not apply to leaseholders.

## 4 Ending a tenancy

- 4.1 Tenancies can end for a variety of reasons. This can include:
  - tenants who move home to live somewhere else, for example, with a new partner, in a different location or because they have purchased a home.
  - upsizing or downsizing due to household size.
  - tenants transferring into independent living or residential care.
  - on the death of the tenant.

4.2 A tenancy does not end when a tenant moves out of their home. A tenancy is a legal agreement, it can only be ended if the tenant or landlord gives proper notice in accordance with the terms of their tenancy agreement or if a court orders possession.

## 5 Giving notice

5.1 When a tenant wants to move out of their home, they must give the Council at least 28 calendar days' notice (or the term specified in their tenancy agreement). This must be on the Monday after 28 days has expired. If they do not do this, they may still be responsible for the rent and all aspects of their home after they leave until the notice period has finished.

5.2 The tenant/s who signed the original tenancy agreement must notify the Council in writing, by letter, email or using the online form, that they intend to end their tenancy.

5.3 In some circumstances other arrangements will apply:

- **Joint tenancy with sole tenant remaining:** If a joint tenant has already left the household, then the remaining tenant should provide the Council with evidence of this when they give notice.
- **Joint tenancy where one tenant gives notice:** In this situation, the whole tenancy ends when the notice expires, and we do not have any obligation to allow the other tenant to remain in the property. The Council aims to keep families in their homes, so encourage tenants to report change in circumstances.
- **Bereaved relatives:** The next of kin or the executor of a tenant who has died should provide the Council with a copy of the death certificate. The Council will serve a 'Notice to Quit' on the executor or next of kin, giving a date, by which we need the property to be emptied. In some cases, an occupier may be able to remain in the property. This is in accordance with the Succession Policy.
- **Lack of capacity:** Where the Council receives evidence that a tenant has lost capacity due to medical reasons, we will accept notice from someone who has the legal authority to end the tenancy on behalf of the tenant, such as a Deputy appointed by the Court of Protection or someone with Power of Attorney.

5.4 The Council may contact tenants who give notice and arrange to inspect their home. This is to ensure that they understand what they need to do to legally terminate their tenancy, understand both our and their responsibilities and to ensure they do not incur any additional costs or losses.

## **6 Property condition**

- 6.1 When a tenant moves out, it is their responsibility to make sure that the property, including their home, loft, garden and any outbuildings, is in reasonable condition, showing only signs of fair wear and tear. This means that:
- any damaged or missing fixtures and fittings are replaced.
  - any decorations are reasonable.
  - the property has been cleaned throughout.
  - all belongings, furniture and white goods (unless we have supplied them) and personal effects are removed from the property and from any communal areas or loft spaces. In particular, large items should not be left in communal areas including refuse stores.
  - the garden is clear and not overgrown.
  - outside garages, sheds and greenhouses have all been emptied.
  - any alterations which have been made without our permission should be removed, with the property returned to its original condition, unless retrospective permission is obtained.
- 6.2 If a tenant has improved their home, got written permission from the Council before they did the work and it has been carried out to an acceptable standard, they may be entitled to claim compensation.
- 6.3 If a tenant has improved their home, without obtaining permission, they will need to get retrospective permission or return the property to its original condition at their own cost.
- 6.4 If a property is not returned to the Council in a reasonable condition, or has unauthorised alterations that need rectifying, the Council will pass on to the tenant, or the tenant's estate, the costs we have incurred to return it to an acceptable condition. This includes removing rubbish, furniture and personal effects. This is in accordance with the Recharge Policy.
- 6.5 The Council will not take any responsibility for items left by a tenant after they have moved out. This is in accordance with the Storage & Disposal of Items Policy.

## **7 Rents, charges and other money owed**

- 7.1 When a tenant moves out of their home, it is their responsibility to pay the rent and any other charges up to the date their notice period finishes or the date at which the keys are returned to the Council, whichever is later.
- 7.2 Any rent arrears or other money owed to the Council must also be cleared, or subject to an affordable repayment agreement, before a tenant moves out. If rent arrears are not cleared, then the Council will follow the Rent Policy.

7.3 The Council aim to refund any money that we owe to a tenant within 28 days.

7.4 When a tenant has died, Universal Credit stops on the date of the tenant's death, and any rent due must be paid from any money they have left in the estate until the Council receives confirmation of the death, the property is cleared, and the keys are returned.

## **8 Other occupants**

8.1 It is a tenant's responsibility to ensure that any lodgers or other occupants of their home leave the property.

8.2 If a tenant leaves anyone in the property, the Council will continue to charge the tenant for their lodgers or other occupants' occupation until they move out or the Council evicts them. The Council will ask the court for costs to be awarded against the tenant.

## **9 Moving out**

9.1 It is the tenant's responsibility to ensure that all keys, electrical supply key and gas card (where applicable) are returned to the Council by the Monday after the last day of the tenancy. It is helpful to let us know the name(s) of any utility suppliers.

9.2 The Council will continue to charge weekly rent until the keys are returned.

## **10 Exceptional circumstances**

10.1 In exceptional circumstances and at a tenant's request, for example where they are leaving their home at short notice due to domestic abuse, the Council may agree with them to end their tenancy early, without giving the right amount of notice.

## **11 Other occupants**

11.1 A tenant may leave their home in circumstances which are not covered by this policy. In these situations, it is essential that a clear legal position is achieved to protect the Council's interests and those of the outgoing tenant(s). These situations are:

- **Abandonment:** this is when a tenant leaves the property before the tenancy has ended, usually without letting us know. This is dealt with in line with the Abandoned Properties Policy.
- **Mutual exchange:** this is where a tenant exchanges homes with a tenant who also lives in another social home. This is covered by our Mutual Exchange and Assignment Policy.
- **Joint to sole tenancy:** this is where a tenant who has a joint tenancy with another tenant is leaving the property and wants their legal responsibility for the property to end, with the other tenant remaining in the home. This is covered by our Joint Tenancies Policy.
- **Eviction:** this is where the Council has applied for and obtained an order through the court, and then applied for a warrant. This is covered by our Eviction Policy.

## **12 Monitoring and review**

12.1 This policy will be reviewed every two years or sooner if legislation or regulations change.

## **13 Further information**

13.1 Please contact Stuart Hook, Head of Housing Customer Services, [SHook1@swindon.gov.uk](mailto:SHook1@swindon.gov.uk) for information or support in relation to this policy.