



TOLLCROSS
housing association

Termination Policy

Prepared By	Fiona Mills, Housing Director
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Reviewed By	Fiona Mills, Housing Director

CORPORATE FIT	
Internal Management Plan	✓
Risk Register	✓
Business Plan	✓
Regulatory Standards	✓
Equalities Strategy	✓
Legislation	✓

On request, the Association can provide translations of all our documents, policies and procedures in various languages and other formats such as computer disc, tape, large print, Braille etc. and these can be obtained by contacting the Association's offices.

1. INTRODUCTION

Tollcross Housing Association understands that there are a variety of reasons and circumstances that require tenants to end their tenancy with the Association. Unfortunately, there are also occasions when it necessary for the Association to take action to bring a tenancy to an end and recover the property.

The Housing (Scotland) Act 2001 states the grounds and methods for either party to end a tenancy and this policy is intended to clarify these as well as to outline the obligations and responsibilities of both parties when a tenancy is to be ended and to give guidance to tenants and staff on the process of ending a tenancy.

2. LEGAL FRAMEWORK

In all aspects of the process of ending a tenancy, by either party, the Association will seek to conform and comply with all legislation, performance standards, guidance and good practice that directly and indirectly affects the process.

3. AIMS & OBJECTIVES

The primary aim of the Termination Policy is to put a structure in place which ensures that tenancies are ended correctly and that all parties fulfil their respective responsibilities. The policy is also intended to provide guidance to staff on implementing the correct procedures and to tenants on the requirements placed on them.

Arising from these overall aims, the key objectives of the Termination Policy include:

- Ensuring that all tenants ending their tenancies are treated in a fair and equitable manner.
- Recognising and protecting the legal rights of other members of a tenant's household.
- Ensuring that the Association, at all times, meets its legal obligations and operates in accordance with good practice guidance.
- Promoting the Association as an understanding and supportive organisation.
- Protecting the Association by minimising rent loss and void periods.

4. ENDING THE TENANCY

4.1 WRITTEN NOTICE

A tenant and/or a joint tenant, may voluntarily end their tenancy by giving the Association at least 28 days' notice. The notice should be given in terms of a termination notice, a written letter or an email. The notice should be signed by the tenant/joint tenant (this can be a handwritten signature or electronic signature. In the event of a tenant's death we would require a death certificate or notification from the Local authority to confirm the death of the tenant.

The Association recognises that in some rare cases a signature cannot always be obtained from a tenant due to an illness or medical condition. In these rare cases the termination can be granted given there is substantial evidence that the tenant will not be returning to the tenancy due to that medical condition/illness. In these cases the signature from a power of attorney must be sought after in the first instance and only in cases where there is no power of attorney in place, the Association may accept a signature from a family member, medical practitioner, Social Worker or care provider. This would be at the discretion of the Housing Manager/Director. The details on how to deal with such cases is explained more in the procedure.

4.2 DEATH OF A TENANT

It is always sad to hear about the death of a tenant and the Association staff will fully support family members/next of Kin to end a tenancy for a tenant that has sadly passed away.

In most cases The Association would ask for a photocopy of the death certificate as official notification that the tenant has died and that the tenancy should be ended.

The Association recognises however, that in some cases it may not be always possible to obtain a death certificate as proof of death; therefore the following methods may be used to confirm the death of a tenant:

- Official notification of death from the local authority – this would probably be more relevant to cases that were in receipt of Housing Benefit at time of death
- Confirmation from the Procurator Fiscal's Office

- Confirmation from the relevant registrar office

In the first instance staff should always try to obtain a copy of the death certificate and evidence that they have exhausted this route before the aforementioned list is used.

At the time of notification the next-of-kin of the deceased should be identified and all future correspondence and communication directed to that person.

In the event of a tenant's death the tenancy should be terminated at the date of death. We will give family members 2 week from the date of death to clear the property and hand back the keys. They will not be charged for that 2 week period and this money would be allocated to lost rent. If family members require more time Housing Staff must request that they pay the occupancy charge for the property until the keys are handed in.

4.2.1 IF SOMEONES WISHES TO SUCCEED THE TENANCY

In the event that an eligible person qualifies for succession to the tenancy, the tenancy should be terminated at the date of death and the new tenancy start date for the successor should be the day after the date of death. Whilst the tenancy on our software system should continue, with the new Successor's details, the paperwork evidencing the amendment to the tenancy should be attached and highlighted clearly on the system to show the date the amendment took place.

In most cases when someone succeeds a tenancy the Association processes it retrospectively due to delays of being informed about a death and/or for notification of the death to be received. In these cases retrospective adjustments are sometimes required to be made to the rent account.

In the event that someone may dispute/appeal a succession to tenancy application the Association may create an occupancy charge. This will allow the applicant to reside in the property until a decision is reached and also ensures that such a charge has been created to make clear to them that "rent" is not being charged for the period of the appeal.

More details of Succession of tenancies are set out in the Association's Allocations Policy.

4.3 DECREE/COURT ORDER

The Association can end a tenancy without the tenant's consent by way of a decree/Court order. The most common court orders that are used to end a tenancy is for rent arrears and Anti-Social behaviour.

In order to obtain a decree for the aforementioned reasons the Association staff implement the following policies:

- Current Rent Arrears Policy
- Anti-Social Behaviour Policy

Should a tenant be evicted by the Association the tenant will be charged rent until the day the eviction takes place and the tenancy would then be ended on that day.

4.4 ABANDONMENT BY THE TENANT(S)

Where the Association has reasonable grounds for believing that the property has been abandoned by the tenant(s), the Abandonment Procedures will be invoked.

Staff must be satisfied that the tenant is no longer residing in the property and must carry out all of the relevant checks contained within the abandonment checklist. This must be signed off either by the Housing Manager or Housing Director.

Where the Association has reasonable grounds for believing that one of the joint tenants has left the property and is no longer using the house as their only or principal home, the Abandonment Procedures will be invoked. At the end of the full notice period the tenancy of the remaining joint tenant(s) will continue on the same terms and conditions but as a single tenancy.

4.5 MUTUAL EXCHANGES

Where a tenant of the Association is exchanging houses with either another tenant of the Association or the tenant of another registered social landlord, the tenancy of the outgoing tenant will be ended the day before the new tenancy starts.

4.6 ASSIGNATIONS

Where the Association approves an assignation of a tenancy, the tenancy will not be ended. Instead the tenancy will continue by means of the new tenant (Assignee) signing a minute of Assignation. A name change will be

done on the system confirming the new tenant's (Assignee) date of entry. The minute of Assignment will be proof of when the existing tenant (Assignor) transferred their tenancy to the new tenant (Assignee) The new tenant (Assignee) will inherit most rights of the previous tenant's tenancy agreement.

5. THE TERMINATION DATE

The tenancy will be terminated 28 days from the date the notice is received at the office given the keys are handed in by close of business on the agreed termination date. If the keys are not handed in on the agreed date the tenancy will not be terminated until the keys have been handed in. The tenant/joint tenant(s) will be held liable for the rent on the property until the tenancy is terminated.

If a tenant contacts the Association to advise they still wish to terminate but are not in a position to hand the keys in on the termination date the Housing Officer can arrange for a forced access and key change to be done. The tenant may be charged for this, however Housing staff can use their discretion to decide this. Examples of when a tenant may be unable to hand in keys are as follows:

- They have lost their keys
- They are in hospital
- They are in another part of the UK
- They are in prison

This list is not exhaustive but provides the more common reasons for tenants' being unable to hand in keys

If a tenant is due to hand in their keys after terminating but has not contacted the Association to hand in the keys, the Association can serve a 7 day later advising if no contact is made a change lock can be done. If staff, however come across any evidence that the tenant is still living in the property within that 7 day period they must revert to abandonment procedures.

6. SHORTENING THE 28 DAY NOTICE PERIOD

In some instances the 28 day notice period can be shortened if the Association is able to pre-let the property. This situation will only arise if the outgoing tenant hands in their keys prior to their 28 day notice period.

If the property is pre-let then the tenancy should be terminated the day before the new tenant's date of entry. In these cases it is important to ensure contact details are provided in order for any refunds to be returned to the former tenant.

7. REVIEW & CONSULTATION

The Association will formally review this policy at least every three years. A review within this period may however be carried out as and when required to make amendments due to legislative changes, performance requirements or changes to the Association's standing orders and delegated authority to Committees and to the Management Team. Quarterly reports containing information on terminations will also be provided to the Operations Sub-Committee and Management Committee.

8. COMPLAINTS

Any tenant or former tenant who feels aggrieved by the service they have received from staff in carrying out their responsibilities in relation to this policy and its associated procedures can make an informal or formal complaint to the Association.

All complaints will be fully investigated in accordance with the Association's Complaints Policy. A written guide on the complaints process is readily available to customers on request and is on display in the reception area of the office.