



TOLLCROSS  
housing association

## Termination Policy

Prepared By	Fiona Mills, Housing Manager
Policy Created	Fiona Mills, Housing Manager
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Reviewed By	Fiona Mills, Housing Manager

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 BY NOTICE OR AGREEMENT**

### **4.1 Written notice**

A tenant, together with a joint tenant, may voluntarily end their tenancy by giving the Association AT LEAST 28 day's written notice. Written notice should be given on the Termination form and be signed by the tenant and all joint tenants named on the tenancy agreement. In addition staff, if possible, will complete an exit interview form in order for the Association to measure tenancy sustainment.

#### **4.1.1 Termination Date**

The tenancy will be terminated 28 days from the date the written 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.

The Association may agree not to hold the outgoing tenant to the full 28 days notice only where the Association has a new tenant for the property who wishes to move into the property before the 28 days notice expires. The outgoing tenant(s) will only be held liable for the rent on the property to the termination date (the date the new tenant moves in). If the Association changes the agreed tenancy end date (in most cases this would be when the property has been pre-allocated), the Association will write to the outgoing tenant confirming the new termination date if a forwarding address is provided.

### **4.2 Written Agreement**

A tenancy may be ended with the consent of the tenant/joint tenants and the Association by way of a written agreement that details the conditions of both parties agreeing to the tenancy ending. The written agreement must be signed by all tenants/ joint tenants named on the tenancy agreement and the representative of the Association and, where applicable, the spouse, civil partner or co-habitee of the tenant and joint tenants as confirmation that they do not wish to invoke their Occupancy Rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981



Where one or more of the joint tenants is no longer residing in the property and all reasonable steps have been taken to have them end their interests in the tenancy, the Association's Abandonment Procedures will be implemented. The tenancy for the remaining tenants will not end until the abandonment notice period has expired.

## **5. DEATH OF THE TENANT**

### **5.1 Notification**

The Association may require a photocopy of the death certificate as official notification that the tenant has died and that the tenancy should be ended.

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.

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

- Official notification of death from Glasgow City Council – 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.

### **5.2 Termination Date**

Where there is no joint tenant or person in the house that would qualify to succeed to the tenancy, the tenancy would normally end on the date of the tenant's death. However, the Association recognises that this can be a distressing time for the family and does not wish to make the situation more difficult. At the same time the Association also has a responsibility to minimise the void rent loss. The Association will therefore agree to grant the family a reasonable period of time after the date of death to allow them to clear the house and hand in the keys. A charge will continue to run on



the tenancy until the keys are received. This period will be granted on the condition that the family allows the Association access to the property to carry out an inspection and any necessary repairs in order that the property is ready for allocation as soon as possible.

### **5.3 Successions**

In the event that an eligible person qualifies for succession to the tenancy, the tenancy should be terminated at date of death and the new tenancy start date for the successor should be the day after the date of death.

#### **5.3.1 Succession Disputes**

In the event that someone may dispute/appeal a succession to tenancy application the Association may create an occupancy charge account to ensure that the period of loss rent and void period is minimised whilst a decision is made. Alternatively the Association may continue to charge rent until the keys are received.

## **6. COURT ORDER**

The Association can only end a tenancy without the tenant's consent by way of a court order or via abandonment procedures.

Should a tenant be evicted by the Association the tenant will be charged rent until the day of eviction.

## **7 ABANDONMENT BY THE TENANT(S)**

### **7.1 Abandonment by all Tenants**

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

### **7.2 Abandonment by one Joint Tenant**

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.



## **8 SALE OF THE PROPERTY TO THE TENANT(S)**

Where a property is sold to the tenant(s), the tenancy shall be ended on the date of transfer of ownership where the Association has received formal notification of the completion of the sale from its solicitor.

## **9. 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.

## **10 ASSIGNATIONS**

Where the Association approves an assignment of a tenancy, the tenancy will not be ended and the new tenant will not be required to sign a new tenancy agreement. Rather, the tenancy will be transferred to the new tenant on the agreed date for the assignment.

## **10. POWER OF ATTORNEY & ADVOCATES**

Where the tenant is unable to sign an end of tenancy notification due to ill-health, disability or because they have been deemed incapable under the terms of the Adults with Incapacity (Scotland) Act 2000, the Association will accept an end of tenancy notification from the tenant's court appointed advocate or a legal power of attorney.

The Association will not normally accept the signature of a non appointed family member or carer.

## **11. 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.



## 12. 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.