

Cheltenham Borough Council tenancy policy

Version control

Document name: Tenancy Policy

Version: 1.0

Responsible officer

- Justine Skitt, Tenancy Management Team Leader

Approved by: Housing Committee

Next review date: July 2028 (or change to relevant legislation)

Revision history

Revision date	Version	Description
July 2025	1.0	New policy

Consultees

Internal

- Caroline Walker, Director of Housing, Customer Services & Communities

External

- Tenants

Distribution

- Cheltenham Borough Council Housing Services website

Contents

Aims and scope of the policy	3
Tenancy Tenures	3
Non-Secure tenancies	3
Introductory Tenancies	4
Secure tenancies	4
Assured Shorthold & Assured Tenancies	4
Fixed Term Tenancies	5
Review of a fixed term tenancy	5
Ending Tenancies	7
By the Tenant	7
By Cheltenham Borough Council	7
Ending a Non-secure tenancy.	7
Ending an Introductory Tenancy	8
Ending a Secure Tenancy – Discretionary Grounds	8
Ending a Secure Tenancy – Mandatory Grounds	9
Ending an Assured Shorthold Tenancy	10
Ending an Assured Tenancy	10
Ending a tenancy at the end of a fixed term.....	10
Tenancy changes and assignments.....	10
Mutual Exchanges.....	12
Successions	13
Complaint and Appeals	17
Equality and Diversity.....	18
Monitoring and Review.....	18

Introduction and purpose of the policy

The purpose of this policy set out how Cheltenham Borough Council manages council tenancies. It ensures fairness, consistency and transparency in the management of the council-owned homes while safeguarding the rights of tenants.

This policy applies to all council tenancies owned and managed by Cheltenham Borough Council Housing Services.

Aims and scope of the policy

Aim of this policy is to:

- Provide responsive tenancy management services
- Ensure tenants are aware of their rights and responsibilities in accordance with their tenancy conditions, legislation and regulatory guidance.
- Support and sustain tenancies.
- Make the best use of the available social housing stock, including reducing overcrowding, tackling under-occupation, and adapted housing for those with disabilities.

It also sets out CBC's approach to:

- The types of tenancy granted
- Security of tenure
- How a tenancy can be ended and advice and support when tenancies end
- Needs of those households vulnerable by reason of age, disability or illness and households with children
- Assignments and mutual exchanges
- Succession rights
- Lodgers and subletting, and
- Complaints and appeals process

Tenancy Tenures

Non-Secure tenancies

This type of tenancy is issued under the Homelessness legislation, when a homeless household is placed in temporary accommodation owned by the Council. If the household are found to qualify for permanent housing, the relevant tenancy will be issued by the landlord once permanent housing is secured.

Non-Secure tenants do not have the same statutory rights as secure tenants. They do not have the right to:

- buy their home
- assign or transfer the tenancy (some exceptions may apply)
- take in lodgers
- carry out improvements
- mutual exchange with another tenant
- the same protection from eviction for any breach of the agreement.

Introductory Tenancies

Introductory tenancies are used for all new tenants and last for a 12-month period. An Introductory tenancy can be extended for a further six-month period if necessary. Provided the introductory tenancy is completed with no tenancy breaches of tenancy conditions, a secure tenancy will be created at the 12-month anniversary. However, if a tenant is in breach of the tenancy terms, we will serve a notice before the expiry of the first 12 months. The tenant will have the right to an internal review of the notice.

Introductory tenancies will not be issued to:

- CBC tenants transferring to another CBC property.
- Tenants undertaking a mutual exchange whether they are existing CBC tenants or tenants with another Registered Provider or Local Authority.

Secure tenancies

Secure tenancies are used for all lettings where a tenant already has a security of tenure; ie they already have a secure tenancy. For example, a tenant who is moving from one CBC property to another, whether via a Choice Based Letting Scheme or mutual exchange.

Assured Shorthold & Assured Tenancies

Homes which were built by Cheltenham Borough Homes (CBH) as a registered provider are let on an Assured Tenancies. CBC will grant Assured Shorthold Tenancies to new tenants, for an initial twelve-month period. Should there be no breach within the first twelve months of this tenancy, it will automatically convert into an Assured Tenancy.

CBC will grant Assured Tenancies to existing secure tenants transferring from another CBC property, and to transferring tenants from other social landlords who had an Assured or Secure Tenancy previously.

Fixed Term Tenancies

Fixed term tenancies will be given to tenants who occupy properties that are leased by CBC from a third party who own the freehold of the building.

Fixed term tenancies are granted by CBC for a period of five years.

New tenants will be granted an Assured Shorthold Tenancy for one-year, if no action is taken for breach of tenancy during this period the tenancy will convert to an Assured Tenancy for the remainder of the five-year term.

There are certain circumstances, in which a tenancy of less than five years will be granted, these are as follows:

- At the date of tenancy commencement there is a period of less than five years before a break point in the lease agreement between CBH and the owner of the freehold is reached.
- At the date of tenancy commencement there is a period of less than five years before the expiry of the lease agreement between CBH and the owner of the freehold.
- In the case of mutual exchange, succession and a tenancy changing from joint to sole, where a tenancy for the remainder of the current five-year term will be granted.

Review of a fixed term tenancy

All fixed-term tenancies will be formally reviewed by CBC during the final year of the term, to consider whether a new tenancy should be offered at the same or another property.

It is expected that most tenancies will be renewed following a review, so tenants may have a succession of fixed terms. However, some tenants' needs may change over time, and the review will take these changes into account, the flexible nature of fixed-term tenancies will allow us to work with and support the tenant to move to more suitable accommodation.

CBC will contact tenants no later than 7 months prior to the end of the fixed term to arrange a review meeting.

The review will focus on the housing needs of the household, the way the tenancy has been conducted, any proven breaches of the tenancy agreement, and agreements to remedy those breaches, along with an inspection of the property.

CBC will provide appropriate housing advice and assistance to address these needs and, where relevant help tenants to understand the reasons why, in certain cases a new tenancy may not be offered.

The review meeting will be organised by the tenant's Tenancy Management Officer. The tenant(s) will be encouraged to invite a support worker, friend, or other representative.

Tenants are expected to participate in the review, and in the case of joint tenancies both parties must attend the review meeting.

In some circumstances, the review meeting can be held without the tenant being present. In these cases, the tenant must be living at the property and be unable to participate in the review meeting due for example due to a disability or vulnerability. A support worker or advocate, approved by the tenant, can attend the review meeting in his or her absence or written submissions can be accepted. CBC must be advised in advance of the review meeting if the above circumstances apply, and wherever possible will be flexible around rescheduling to allow the tenant to be present.

The review is intended to be a positive experience for tenants, so every effort will be made to ensure that reviews are held in a way that is sensitive to the needs of the tenant and in particular those that are disabled or vulnerable. This may involve ensuring access to additional support to help with understanding of their tenancy and the review process.

The meeting is an opportunity for the tenant to discuss any difficulties they are having in managing their tenancy or to report any nuisance or support issues. Advice may be given on a range of matters, including signposting to other services, such as employment and training and benefit and money advice.

If a tenant refuses to cooperate with invitations to arrange a review meeting, after attempts to contact them using all options available (Telephone, Email, Post, in person visits, next of kin, third party professional providing support), CBC will attempt to verify whether the tenant is still living at the address and investigate any information, which suggests that additional support is needed.

If no vulnerability is detected, the Tenancy Management Officer will discuss the case with the Tenancy Management Team Leader. If it is agreed that all avenues to contact the tenant have been exhausted, and that vulnerability is not a factor, CBC will carry out a review in the tenant's absence.

Following the review, the following outcomes are possible:

- The tenant is offered a new fixed-term tenancy of up to five years at the same address. This will apply to most tenants, and notification of this will be provided in writing to the tenant(s).
- The Tenant is offered a new tenancy at an alternative address. This will apply where the home no longer meets the needs of the tenant.
- The tenancy is ended this will apply where the tenant refuses to engage in the review, where the tenant is no longer resident at the address; where there have been serious and persistent breaches of the tenancy agreement and legal action is already being pursued against the tenant.

The final decision not to offer a new fixed term tenancy at the same or another property will be made by the Director of Housing, Customer Services and Communities following review.

Ending Tenancies

By the Tenant

If the tenant wishes to bring a tenancy to an end, they may do so by issuing a termination of tenancy form (Notice to Quit), ensuring that this form reaches CBC at least four weeks before the Monday that the tenant intends to leave.

Alternatively, notice to terminate can be given in writing, which must include the names of each tenant, address, and the date of leaving. The letter must be dated and signed by all tenants, but a valid termination of tenancy form signed by one joint tenant is sufficient to terminate a joint tenancy.

If notice is received from one tenant in a joint tenancy, CBC will communicate with the other tenant so that the implications of the termination are understood and appropriate housing advice is provided.

By Cheltenham Borough Council

CBC may take steps to terminate a tenancy where there have been serious and/or persistent breaches of tenancy, including but not limited to serious acts of anti-social behaviour, criminality, or accumulation of rent arrears.

Ending a Non-secure tenancy.

CBC will take steps to terminate a non-secure tenancy where it is found that a household do not qualify for permanent housing. CBC may also take steps to terminate

a non-secure tenancy where there have been serious and/or persistent breaches of a tenancy.

To terminate, and gain possession of, a non-secure tenancy, CBC are not required to prove any statutory ground. All that is required is for CBC to serve on the tenant a valid Notice to Quit. Following which, a claim for possession may be brought in the County Court.

Ending an Introductory Tenancy

If CBC decides to take action to end an introductory tenancy, then we will serve the tenant with a Notice of Possession Proceedings (NOPP). **The notice, also known as a 'section 128 notice', gives the tenant the opportunity to seek an internal review of the decision to commence possession proceedings.**

Any application for a review of a decision to seek possession must be:

- Made in writing.
- Made within 14 days of service of the Notice of Possession Proceedings
- Clear about whether an oral hearing is sought.
- Clear about the reason(s) for dissatisfaction with the decision to seek possession and set out matters that the tenant wishes the reviewing manager to consider in reviewing the decision.

All reviews are carried out by a member of CBC Manager level or above who was not involved in the original decision.

If the decision to seek possession is upheld, CBC can apply to the County Court for a possession order.

Ending a Secure Tenancy – Discretionary Grounds

To end the tenancy and gain possession of a property let on a Secure tenancy, CBH must obtain a court order. To begin the process CBH must serve the required Notice of Seeking Possession (NSP) specifying the ground(s) on which possession of the property is being sought.

Discretionary grounds mean that it must be reasonable for the court to grant possession. The eight grounds for discretionary possession are:

- Ground 1 - Rent arrears or breach of the tenancy agreement
- Ground 2 - Nuisance or annoyance/illegal or immoral use of the property
- Ground 2A - Domestic violence
- Ground 2ZA - Offence during a riot

- Ground 3 - Deterioration in the condition of the property
- Ground 4 - Deterioration in furniture provided.
- Ground 5 - The tenant obtained the tenancy by knowingly or recklessly making a false statement to the landlord.
- Ground 6 - Premium paid in connection with mutual exchange
- Ground 7 - Non-housing accommodation
- Ground 8 - The property was made available during works to former accommodation

Ending a Secure Tenancy – Mandatory Grounds

Where antisocial behaviour has already been proved in another court a mandatory ground for seeking possession of a secure tenancy is available to CBC.

Mandatory grounds mean that the court must award possession if any one of five specified conditions is met, the landlord has served a Notice of Seeking Possession (NSP) and complied with its obligations in respect of the tenant's right of review.

The five specified grounds are:

- Conviction of serious offence
- Breach of an Injunction to Prevent Nuisance and Annoyance
- Breach of a criminal behaviour order
- Closure order
- Noise nuisance

If CBC serve an NSP relying on a mandatory ground for possession, we must inform the tenant of their right to request a statutory review of our decision to seek possession. The tenant must request a review within seven days of service of the NSP, and the request must:

- Be made in writing.
- set out the grounds on which the review is sought.
- state whether an oral hearing is sought.

CBC must give the tenant five days' notice of the hearing date and/or the requirement to make written representations where the tenant has not requested a hearing. The review must be carried out before the date after which court proceedings can start as specified in the Notice of Seeking Possession.

All reviews must be carried out by a member of CBC staff senior to the person who made the original decision to seek possession.

CBC must notify the tenant of the outcome of the review in writing, and clearly set out its reasons if the original decision is upheld.

Ending an Assured Shorthold Tenancy

To end the tenancy and regain possession of a property let on an Assured Shorthold tenancy, CBC must obtain a court order. To begin the process CBC must serve the required Notice of Seeking Possession (NSP) specifying the ground(s) on which possession of the property is being sought.

With Assured Shorthold tenancies, CBC can also obtain possession under section 21 of the Housing Act 1988, without having to prove any grounds for possession.

Ending an Assured Tenancy

To end the tenancy and regain possession of a property let on an assured tenancy, CBC must obtain a court order. To begin this process CBC must serve a notice of intention to bring proceedings on the tenant. This notice is commonly called a notice of seeking possession (NSP) or 'section 8' notice.

Ending a tenancy at the end of a fixed term

Where the fixed-term tenancy was offered on the basis that a further tenancy might be offered at the end of the term, the decision not to offer a new fixed term tenancy at the same or another property will be made by the Head of Community Services following review.

A Notice of Non-Renewal will be served at least six months before the tenancy term is due to end setting out:

- That CBC does not propose to grant a further tenancy on expiry of the term.
- Specifically, why no further tenancy is being granted. That the tenant has a right to appeal, how they can do this and the timescales for appealing.

A Notice Requiring Possession will then be served on the tenant giving at least two months' notice that possession is required. This can be served at any time until the last day of the tenancy. If the tenant does not move out on the last day of the tenancy, a court order will be applied for to end the tenancy.

Tenancy changes and assignments

CBC will not normally change the named tenants on a tenancy unless it is on the best interests of the tenants and CBC or there is a relevant court order.

CBC will only change a single tenancy to a joint tenancy :

- Married couples
- Civil partners
- To sole tenants upon marriage, and
- To established co-habiting couples

A certificate proving marriage or civil partnership will be needed to be provided to CBC prior to a joint tenancy being approved. For established partners, evidence that the partner has lived in the property for a minimum of 12 months will be required. No other applications for a joint tenancy will be granted (for example intergenerational or sibling).

CBC will only remove a tenant's name from a joint tenancy in the following two circumstances:

- By agreement of both parties in writing, or
- As part of a court order.

In addition, CBC may remove a tenant from a joint tenancy where both parties are in agreement and all relevant paperwork is completed. Any tenant taking on a tenancy in their own right must be aware that they agree to take sole responsibility for any outstanding arrears, debts or anti-social behaviour contracts instigated during the joint tenancy.

CBC will refuse a request to change the names on a tenancy when:

- The current tenant(s) or persons applying to become a joint tenant owes money to the council for rent or former tenancy charges.
- The person applying to become a joint tenant or the person applying to have the tenancy in their own name would not qualify to join the housing register. For example, they already own a property elsewhere or do not meet the set financial criteria.
- The current tenant is not a secure tenant.
- The person applying to join the tenancy has no recourse to public funds or no right to remain in the country.
- There is a valid County Court Order for possession for existing tenant's home or elsewhere.
- Legal proceedings of any kind have been initiated against the current tenant or there is a breach of the tenancy ie any tenancy arrears.
- The current tenant is already a successor and creating a new joint tenancy would create new succession rights. If there had been a succession (including

succession by surviving joint tenant) the we will not allow another change unless there is a court order directing us to do so.

- The person applying to become a joint tenant is already a secure tenant of another property.
- One of the parties does not intend to live in the property or the person applying to have the tenancy in their own name does not intend to live in the property.

Mutual Exchanges

CBC aims to reduce housing need and make the most effective use of its housing stock by encouraging appropriate mutual exchanges to help increase tenant's choice and mobility options. CBC is therefore a member of Homeswapper, a national mutual exchange organisation to enable its tenants to advertise their interest in finding a mutual exchange.

CBC encourages mutual exchanges between two or more tenants of CBC, or between two or more tenants of CBC, another Registered Provider or a Local Authority.

CBC will approve mutual exchange applications provided none of the grounds for refusing such applications in the Housing Act 1985 and the Localism Act 2011 apply.

CBC tenants who are on an Introductory or a non-secure tenancy are not able to apply for a mutual exchange until they have been a tenant for a year and their tenancies have been converted to a secure tenancy.

CBC will not withhold permission for a mutual exchange to take place unless it has good reason to do so. It may impose conditions on its permission concerning the payment of outstanding rent, the remedying of any breach or the performing of any obligation of a tenancy. Some of the reasons that CBC would not give permission are as follows:

- If a Court Order for possession has been granted to the Assignee.
- The accommodation is substantially more extensive than is reasonably required by the proposed assignee. i.e. under occupation of the property
- The accommodation is not reasonably suitable to the needs of the proposed assignee. i.e. over occupation of the property.
- The accommodation is designed to make it suitable for occupation by a disabled person.
- If the assignment were made and there would no longer be such a person residing in the accommodation.
- Where a Section 106 Agreement is in place.
- Where there are rent arrears or other CBC debt.

CBC's tenants will be informed of the decision concerning their application within forty-two days of the application being made. If the application is refused, reasons for the refusal will be provided.

Due to the changes brought about the Localism Act 2011, the type of tenancy given to tenants carrying out a mutual exchange may be different depending on the type of tenancy the applicant currently holds. The date on which their current tenancy commenced will also have an impact.

Successions

CBC acknowledges the right to succession on the death of a tenant. The tenancy may be passed on to a partner who lived with the tenant at the time of their death, whether or not they were married. This right is also granted to same sex partners. This is provided:

- The deceased tenant did not succeed to the tenancy;
- The partner lived in the tenant's home as their only or main home at the time of the tenant's death; and
- The deceased tenant held a sole tenancy.

This right applies to all tenants who hold either an Assured tenancy or a 5-year Fixed Term Tenancy.

An application to succeed to a tenancy must be made within a reasonable period from the date of the tenant's death. However, if there has been a previous succession, including succession by a surviving joint tenant, no further succession will be granted unless there is a court order directing CBC to do so.

As per the Localism Act 2011, any tenancy granted after 1st April 2012 "vests" in the person who qualifies. This means that the tenancy automatically passes by law to the qualifying person with no requirement for a new tenancy agreement to be signed. This also means any rent arrears or debt owed to CBC by the deceased tenant automatically passes to the qualifying person.

If the tenant does not have a partner, the tenancy may be passed to a member of their family as long as the property is their main/only home and they lived at the property with the tenant for at least twelve months prior to the tenant's death. The tenancy can only be passed on once. It should be noted that if the deceased tenant succeeded to their tenancy, no further succession right will be granted.

Members of a family include parents, grandparents (including those by marriage), children, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, half-brothers or half-sisters, adopted children and stepbrothers or stepsisters. If more than one

family member qualifies to succeed the tenancy, the family should agree who will take over the tenancy. If they cannot agree they must apply to the Court to decide who the tenancy will pass to.

If the tenancy does pass to someone under point and the family member is under-occupying the property at the date of the tenant's death, they will not be entitled to take

over the tenancy of the property. In these circumstances, CBC will make a maximum of two formal offers of alternative suitable accommodation.

Where there are no rights to succession, due to a previous succession being granted or no-one meeting the criteria outlined above, CBC will issue the relevant notice to gain vacant possession of the property.

Lodgers and sub-letting

CBC understands that there may be occasions when a tenant wishes to take in a lodger or sub-tenant whether because of personal, financial or health reasons. By allowing all tenancy types the option of taking in a lodger/sub-tenant, CBC is encouraging tenants to make informed choices about managing their own tenancies in a way that can meet their own needs and aspirations.

However, CBC recognises having a sub-tenant or a lodger may not always be in the best interests of a tenant and CBC will provide information on an individual basis on how lodgers and sub-tenants may impact on tenancy agreements and affect Benefit entitlements, as appropriate.

In addition, CBC will encourage tenants to explore a range of options before making an informed decision about the type of arrangement that best suits their lifestyle and needs. Appendix 3 provides further guidance.

Tenants can take in any persons as lodgers and sub-tenants as long as they do not sublet the whole property or exceed the permitted number of people allowed to live in the home. If the tenant lives in a scheme designed for a specific purpose (e.g. sheltered housing for tenants over 60 years old) CBC will not permit the tenant to take in a lodger who themselves does not qualify for the scheme.

In relation to lodgers and sub-letting, CBC's aims are to:

- Ensure all enquiries and requests by tenants to take in a lodger or sublet part of their property are dealt with consistently and fairly;
- Prevent overcrowding;

- Ensure tenants remain responsible for all obligations under their tenancy agreement;
- Prevent properties being unlawfully sublet, illegal assignment and the creation of unintended tenancies and rights of occupation;
- Minimise the risk of unauthorised mutual exchanges;
- Ensure CBC properties are not used as commercial ventures where rooms are rented out by tenants as a business;
- Ensure CBC has a proactive approach to identifying unauthorised occupation;
- Ensure swift and effective action is taken to regain possession of properties occupied by unauthorised occupants;
- Set out the circumstances where permission to sublet will be refused;
- Alert staff and tenants/residents to the possibility of the exploitation of vulnerable tenants by lodgers or the issues for tenants of taking in vulnerable lodgers; and
- Maintain up to date records of household composition.

For clarity, CBC uses the following definitions:

- A tenant is someone who has a Tenancy agreement with CBC as the landlord in relation to a specific property. They are responsible for the whole property and all the obligations, responsibilities and rights outlined in the agreement. They have a legal relationship with CBC.
- A lodger is a person who shares the facilities of a dwelling and does not have exclusive possession of any part of the property. A lodger may also receive services such as a laundry cleaning or meals. They can be asked to go within a reasonable period of notice from the tenant. Family members are not normally treated as lodgers.
- A sub-tenant pays a charge to the tenant for exclusive rights to part of the property and will have a tenancy granted by the tenant.
- A tenant cannot enter a sub-tenant's designated space without permission from the sub-tenant. It is a breach of CBC's tenancy agreement for a tenant to sublet the whole property.
- An unauthorised occupant is someone who has no contractual right to occupy the property or whose continued occupation is unlawful because it is in breach of the express terms of the tenancy or lease.

Under the 1985 & 1996 Housing Acts, secure tenants have a statutory right to be able to take in a lodger without seeking permission. CBC grants the same right to assured and assured shorthold fixed term tenants under the terms of the tenancy agreement. Tenants on an assured shorthold starter tenancy or assured shorthold fixed term starter tenancy, however, do not have this right. Although permission is not required, CBC requests that tenants inform us if they take in a lodger and provide the following information: • Name, age & gender of the lodger(s); • The intended length of time they

will be staying; • How much they will be charging (weekly, fortnightly or monthly); • Which part of the property they will be occupying; and • Confirmation that the Housing Benefit department has been advised (where appropriate).

In addition, secure tenants are also granted statutory rights under the 1985 & 1996 Housing Acts to take in a sub-tenant with the written permission of their housing association. CBH grants the same rights to assured and assured shorthold tenants under the terms of the tenancy agreement. Tenants on an assured shorthold starter tenancy or assured shorthold fixed term starter tenancy, however, do not have this right.

When a tenant wishes to sublet part of their property they must apply in writing before allowing the sub-tenant to move in and provide the following information:

- Name, age & gender of the sub-tenant(s);
- The intended length of time they will be staying;
- How much they will be charging (weekly, fortnightly or monthly);
- Which part of the property they will be occupying;
- Type of agreement that will be in place between the tenant and sub-tenant, i.e. a contractual tenancy or licence; and
- Confirmation that the Housing Benefit department has been advised (where appropriate).

CBC will not refuse permission for a tenant to have a sub-tenant without good reason. Reasonable grounds for refusal include where:

- Taking in a sub-tenant would lead to the tenant's home becoming statutorily overcrowded.
- The level of payment to be made by the sub-tenant is regarded as excessive.
- Planned repair or improvement works will affect the accommodation likely to be used by the proposed sub-tenant.
- The proposed sub-tenant is subject to action for antisocial behaviour.
- The tenant is subject to a possession order.
- It would not be appropriate for the proposed sub-tenant to live with the tenant if they live in a specific housing scheme (e.g. Housing Support) which the sub-tenant would not qualify for.
- There was substantiated evidence that a vulnerable adult or a child might be at risk if the sub tenancy was granted.

Where permission is given, an assured sub tenancy must not be used. CBC refutes any claims of a sub-tenant to security of tenure if a tenant leaves the property. Where permission is refused, the tenant will be given the reasons in writing within 10 days of the written request. If a tenant wishes to appeal against this decision they can.

Tenants are responsible for the behaviour of their lodgers and sub-tenants. If they cause nuisance, damage property or harass neighbours, CBC will investigate and may take action against the tenant for breach of tenancy.

In addition, the tenant is responsible for ensuring the lodger/sub-tenant vacates on termination of their tenancy. They are also responsible for ensuring that lodgers and sub-tenants are given a reasonable period of notice or in the case of a sub-tenant, pursuing legal action to force vacation of the property. Lodgers or sub-tenants left in occupation once the tenancy is terminated will be deemed to be unauthorised occupiers in line with this policy and as such CBC reserves the right to take action to regain vacant possession of the property. The terminating tenant will be subject to any incurred costs as a result of action taken.

Where CBC discovers that a tenant has taken in a sub-tenant without first getting permission, it will liaise with the tenant and decide whether to give retrospective permission. If retrospective permission is denied, the sub-tenant will be expected to leave the property. If it is suspected that the tenant has sublet the whole of the property or are in breach of their tenancy agreement, CBC will investigate further and where necessary take legal action.

If a tenant is in receipt of benefits it is their responsibility to declare the rent payments received from any lodgers/sub-tenants as income to any relevant organisation, such as Her Majesty's Revenue and Customs (HMRC), Department for Work & Pensions (DWP) or local authority.

As part of the conditions of their tenancy with CBC, the tenant is still responsible for the obligations as defined in the Tenancy Agreement, such as monthly rent due or

rechargeable repairs and any breaches will be enforced against the tenant, whether they are as a result of actions by the lodger/sub-tenant.

Complaint and Appeals

If a tenant/applicant is not happy with any element of CBC's service received they will be able to make a formal complaint. The complaint will be dealt with in line with CBC's Complaints and Compliments policy.

If a tenant/applicant is not happy with the type of tenancy they have been offered, had their tenancy extended or been refused a property due to its tenancy type option they can, if they wish, appeal against the decision. Tenants should notify CBC within 10 working days of receipt of the refusal letter stating their reasons for an appeal.

Equality and Diversity

CBC is committed to the principle of equality of opportunity in the delivery of its services. CBC aims to ensure all its tenants are dealt with fairly and equitably and, where possible, taking into account the diverse nature of cultures and backgrounds.

An Equality Analysis Form has been completed in the production/review of this policy.

Monitoring and Review

The Tenancy Services Team Leader is responsible for monitoring this policy ensuring it is being correctly applied, and is also responsible for ensuring reviews of this policy are carried out.

CBC will undertake regular reviews of this policy, any procedures related to it and staff training needs, ensuring service improvements are made and implemented.

There will be an automatic review of this policy whenever there is a change of policy from the government, or change to legislation. In the absence of any other trigger, the policy will be reviewed at intervals of no more than three years.