

Absent Tenants and Abandonment Policy



CAPTURE
HOUSING

Purpose

The purpose of this policy is to ensure we are making the best possible use of our housing stock by managing long term absence as well as ensuring we act swiftly to repossess properties that have been abandoned.

The policy also outlines our approach to managing circumstances where a customer has to spend a period of time away from their property which is beyond the period specified in their occupancy agreement.

Absent Tenants

Customer responsibilities

It is a key principle when holding a tenancy or licence that the property is the customer's only or principal home. Failure to do so can result in them losing their security of tenure and the ensuing occupancy agreement is liable to be ended by serving notice in line with the notice period.

Customers must inform us, in advance, if they intend to be absent from the property for a period of time during the agreement. Customers must also advise us of a planned return date.

Where notice of absence is given

Where notice of absence is given in line with the occupancy agreement, we will ask for details of the circumstances from the customer. This could include the reasons for the absence, duration, certainty of return and date, forwarding address and contact number and arrangements for paying rent as applicable.

We will advise the customer that any absence longer than the agreed time may lead to us taking action to repossess the property.

Tenants

Tenants are entitled to be absent from their properties for a substantial period of time, as long as the property remains their only and principal home.

The following are generally accepted as valid reasons for temporary absence:

- Having a short prison sentence
- Staying in hospital

- Living in student accommodation in term time
- Living in alternative accommodation as a result of domestic abuse
- Staying with relatives to receive or provide support and care
- Having fixed term employment elsewhere
- Going on an extended holiday.

We are sympathetic to individual circumstances of customers who may be in hospital or may have received a prison sentence.

Where absence is due to a prison sentence we consider the following before making a decision on how to proceed;

- the nature of the crime
- expected duration of absence
- ability to pay the rent for the duration

Any serious offence committed, as listed in the Anti-social Behaviour, Crime and Policing Act, schedule 2a, will be deemed a serious breach of the tenancy and we will seek a court order for possession if the customer does not first terminate their tenancy. We will advise customers to seek independent legal advice.

Licensees

Licensees are not permitted to be absent from their properties for a substantial period of time, the period of which will be stipulated in the licence agreement, however temporary absence may be accepted in certain circumstances.

The following can be accepted as valid reasons for temporary absence:

- Having a short prison sentence
- Staying in hospital
- Staying with relatives to receive or provide support and care.

In all cases a management decision will be made considering the best possible use of the accommodation.

Exceptions

If the length of absence means that arrangements for paying the rent and other charges cannot be made, the customer will be encouraged to end the tenancy. This may involve liaising, as appropriate, with the customer's probation officer, social worker or health worker. If they refuse to give up their property and arrears accrue, possession action will be taken in line with our income collection policy.

Where there are no rent arrears, however, it may be difficult to regain possession of the property through the courts. In these cases, we encourage the customer to give up their tenancy and where they refuse we will consider taking possession action

If the customer asks for an extension of the agreed period, we will review the request and may agree this in writing. If the extra time requested is excessive or we have sufficient reason to believe they have no intention of returning, we may decline the request and advise the customer to give up their tenancy.

Prevention against sub-letting

We do not permit tenants to sub-let the whole of their property and will take action to avoid the house-sitter claiming a new tenancy has been created. We will inform the customer that it is their responsibility to ensure rent is paid and all tenancy conditions are complied with.

If someone other than the customer or approved house sitter is found to be living in the property we will investigate further.

Abandonment

If we suspect that a customer has abandoned their property, we carry out investigations to determine whether this is the case. We consider a property to be abandoned if the conclusion can be made that the tenant has no intention to return.

We make every effort to contact the absent customer to see if they have any intention of returning and warn them that their home is at risk. When attempting to establish whether a property has been abandoned we will have regard to the customer's welfare, safety and legal rights. If they are known to be vulnerable, we will contact all relevant support agencies and next of kin as appropriate.

If we can establish beyond reasonable doubt that the property is no longer the only and principal home of the legal occupier, we take steps to repossess the property. The steps we take will be dependent on the type of occupancy agreement held as below.

Assured shorthold (fixed term) tenancies

In the case of an assured shorthold (fixed term) tenancy we will serve a Notice of Seeking Possession and a notice under s.146 of the Law of Property Act 1925 (provided the tenancy is less than 21 years, it is not necessary to go to court before issuing the s.146 Notice).

Licences

In the case of licences we will end the agreement in the normal way, giving the notice period stated in the agreement.

We will give the licensee a period of time to advise us of their intentions within the notice period. If the licensee has failed to remedy the breach and we are entirely satisfied the property is unoccupied we will take possession by physically re-entering the property (Forfeiture).

Permissions to sublet

Tenants are not permitted to sub-let, or give up possession of, the whole of their property unless otherwise specified in the tenancy agreement.

Shared owner leaseholders are not permitted to sublet the whole or part of their home in line with the terms of the lease.

Leaseholders owning 100% of the equity in the property are permitted to sublet their home unless otherwise stated in the lease. Individual leases may contain clauses which prohibit sub-letting, or they may permit sub-letting with or without the consent of the landlord.

Where permission is not granted to sublet, we consider any subtenant or lodger to be an unauthorised occupant.

Preventing unauthorised occupation and squatting

We maintain comprehensive and accurate resident information; we encourage customers to inform us of any change in their circumstances and to inform us if they are going away from the property for any significant period of time; usually this is 28 days or more unless otherwise specified in the tenancy agreement.

For rented properties, we carry out periodic tenancy checks to ensure that the legal tenant is in occupation. Our staff takes notes of any properties that appear to be abandoned or illegally occupied. We investigate and take action where necessary.

We take measures to prevent our void properties becoming squatted by minimalizing void periods and where necessary secure empty properties using boarding, caging measures or use security alarms.

We encourage neighbours, caretakers and estate security personnel to notify us if they suspect squatters have entered the property.