

4.41 Tenancy and Licence Termination Policy

Schedule Information	
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	Category 2 – Housing Only
	Category 3 – Managers & Deputies
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Committee	ELT
Policy Owner	Director of Housing & Estates
Lead Author	Senior Housing Officer
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Storage & Version Control	Whilst this policy may be printed and shared, the electronic copy posted on the internal intranet is the controlled document.

Introduction

This policy and procedure outline how a tenancy or licence should be terminated and the process to follow.

The terms and conditions of the Tenancy Agreement states that to end the tenancy a tenant must:

Give the Association at least four weeks notice in writing when the tenant wishes to end the Tenancy. See four weeks notice section

The terms and conditions of the Licence Agreement states that to end the agreement, the occupier must:

“Let us know, giving at least seven days notice in writing”. See Implied Surrender Section.

Objectives

The key objectives of this policy are to:

- Ensure that all tenants ending their tenancies are treated in a fair and equitable manner;
- Ensure that St Anne's acts reasonably and sympathetically towards people who are experiencing the stress of a tenancy termination;
- Ensure that St Anne's at all times meets its legal obligations and operates in accordance with the law and good practice; and
- protects St Anne's by minimising rent loss and void (empty property) periods.

Scope

This policy applies all of St Anne's accommodation. It should be read in conjunction with St Anne's policies which lead to tenancy termination.

Principally this policy will apply in the following circumstances where tenancies are ended or are about to be ended:

- Notice to Quit from the tenant;
- Possession through eviction proceedings;
- Abandonment and implied surrender; and
- Death of the tenant.

Formal Tenancy Termination

Tenants should complete the Termination Form (**Appendix 1**) and return it to their Support Worker.

Tenants are required to give four weeks notice in writing to terminate their tenancy. Ideally, they should use St Anne's Community Services' termination form. Whether a tenant uses the official tenancy termination form or not to request to terminate a tenancy, they must give notice in writing and provide the following information:

- Tenant's name
- Address
- Forwarding address
- Tenancy termination date (and meeting the requirements of the four weeks notice period)
- Signature and date that the notice is signed

Upon receipt of a notice to terminate a tenancy, a termination letter will be sent to the tenant within 5 working days by the First Line Manager or a member of their team (**Appendix 2**), which should include the leaflet (**Appendix 3**).

Tenants will be advised:

- To return all keys to the property by an agreed date and to an agreed location
- They are required to give vacant possession of the premises – they must remove all personal items and furniture
- To leave the property clean and in good repair
- To have a clear rent account and clear all other outstanding debts. If this is not possible a payment plan should be agreed

Notice period

A tenant must give at least four weeks notice that they wish to leave their property and end their tenancy. The notice will end on a Sunday.

The tenant is responsible for paying rent until whichever of the following dates is the latest:

- The date upon which the notice to terminate expires, or
- The date upon which they vacate the property and return possession, or
- In the event of no written notice or keys returned the date upon which St Anne's takes legal possession

If the tenant is moving from one St Anne's Community Services property to another St Anne's Community Services property, then the tenant will not be held to one calendar months' notice. Their tenancy will be terminated from the date the tenant vacates the property and returns the keys for the property to a member of St Anne's staff.

Pre-Termination Advice

Tenants ending their tenancy should be given advice and guidance on their legal obligations with regards to:

- The payment of any outstanding rent
- The acceptable condition of the property upon termination of their tenancy and
- The process for handing in keys for the property

Where the tenants owe monies to St Anne's Community Services (e.g., for outstanding rent arrears or money for rechargeable repairs), arrangements should be made to have these debts cleared before the tenancy ends or if this is not possible, a repayment agreement should be in place. The repayment plan will be agreed in line with the Income Management Procedure.

Pre-termination Inspections - Pre-termination Form (Appendix 4)

Every effort will be made to conduct a pre-termination inspection within the first two weeks of receipt of the termination notice. This will usually be completed by the Senior Housing Officer. The main purpose of this inspection is to minimise former tenant arrears and void costs to St Anne's Community Services.

The pre-termination inspection is to:

- Remind the tenant that they are liable for one calendar month's rent from submitting the termination form /letter and to ensure that they have cleared their rent account by the date of termination
- Ensure that if any rent arrears are outstanding, these are discussed, and a payment plan is agreed upon and set up
- Identify any damage and advise the tenant of action required
- Identify any modifications that will need removing
- Find out why a tenant is leaving
- Remind the tenant to return the keys on or before 12 noon on the tenancy termination date

Preparing for the Pre-Termination Inspection

The visiting officer should note on the form the tenant's; address, name, and the amount of arrears owing (if any) prior to visiting the property.

At the Pre-Termination Inspection Visit

The pre-termination form should be completed by the visiting officer and signed and dated by both the officer and tenant.

The officer should advise the tenant on Housing Benefit entitlement, including any overlap in benefit entitlement. The visiting officer should always liaise with the Rental Income Manager to maximise Housing Benefit payments and minimise former tenant arrears.

Evidence

If the visiting officer identifies damage at the property, then the following should be recorded on the pre termination form:

- Type of damage and location
- Agreed upon action that the tenant should take to avoid any rechargeable repairs

Photographic evidence should be obtained and stored with the termination form.

Possession Through Eviction Proceedings - this will normally be dealt with by the Housing Team in consultation with Operations

St Anne's Community Services will end a small proportion of tenancies through an application to the Courts for possession.

Once a Possession Order has been obtained, St Anne's Community Services will write to the tenant to inform them of the eviction date and time. St Anne's Community Services will also explain what is required by the tenant to end the tenancy and to prevent any rechargeable repairs.

St Anne's Community Services will contact the local housing services and/or other support agencies to request support for the individual that is being evicted subject to the individual's consent.

All evictions will be attended by a representative of St Anne's Community Services. In circumstances where there is a Health and Safety risk to anybody present at the eviction, St Anne's will work in partnership with the Police to ensure the safety of those present.

Implied Surrender

Implied surrender typically occurs when a tenant returns the keys to a property with no other notice information. The First Line Manager or a member of their team will investigate. This will include a visit to the property to establish whether the property is empty, if satisfied that the property is empty, and the tenant does not intend to return the Housing Team will be notified and they will follow the Abandonment Procedure.

Abandonment

It is recognised that the absence of a tenant does not in itself constitute failure to use the accommodation as the tenant's "principal home", and that the property may not be abandoned. In these cases, the Support Worker should attempt to establish the tenant's intentions and how these are demonstrated. Accurate records of attempts to contact the tenant and conversations taken place must be kept.

If it is deemed that a property is abandoned, then St Anne's Community Services will use the correct legal procedures to recover possession, including serving a Notice to Quit and /or a Notice of Seeking Possession as appropriate.

St Anne's Community Services may decide, based on a risk-based approach, not to make an application to the Court before recovering possession.

For further details please see Abandonment Policy

People Remaining in the Property at the End of a Tenancy

Following the end of a tenancy, St Anne's Community Services will require vacant possession. St Anne's Community Services will deal sympathetically but promptly with any persons remaining in a property following the end of a tenancy. We will use appropriate legal remedies to remove illegal occupants from our properties.

Goods Left in a Property

Goods left at the property will be disposed of and the outgoing tenant will be charged for any costs associated with the removal.

In the case of a recharge, this will be coded via Pyramid when the order is raised. This will therefore trigger an invoice to be sent to the vacating tenant. Please refer to our Recharge Policy.

Third Party Notices

Third party notices (**Appendix 5**) can be used when it is not possible to obtain a notice from the existing tenant. However, there are potential legal risks if these notices are not used properly. Ideally the existing tenant should complete the notice to terminate.

Where there are exceptional circumstances, and it is not possible for the existing tenant to complete a termination notice, a third-party termination notice can be accepted. In all these cases officers should consult with the Senior Housing Officer before a decision is made.

Whenever a third-party notice is received, every effort to contact the tenant(s) should be made using any contact details we may hold.

Death of the Tenant

The tenancy does not end on the date of a tenant's death.

In the case of the death of a tenant St Anne's Community Services will deal sensitively and quickly with family members.

At the time that St Anne's Community Services is notified of a tenant's death, the deceased next-of-kin, executor, or their personal representative should be identified, and all future correspondence should be directed to that person.

Any outstanding rent will be charged to the late tenant's Estate. If rent has been paid in advance, we will refund this to the tenant's Estate.

If the late tenant receives Housing Benefit or Universal Credit their Housing Benefit entitlement will cease from the Monday following their death and full rent will become payable until the tenancy is terminated.

There is no requirement to give 4 weeks' notice to terminate the tenancy. If the keys are not returned or someone is in occupation of the property, legal advice should be sought to terminate the tenancy which will involve serving Notice to Quit on the Public Trustee.

When a Tenant is in Hospital or Prison

In these circumstances the property will legally remain the tenants only or principal home, as hospital or prison cannot be regarded as their only or principal home. Therefore, a third-party termination notice should only be accepted when this is clearly authorised by the tenant. Wherever possible the tenant should be asked to sign a notice to terminate their tenancy themselves. Housing Benefit/Universal Credit entitlement may change when a tenant is in hospital or prison and advice should be sought from the relevant benefit department.

Terminating a tenancy incorrectly could result in an unlawful eviction claim from a tenant, as the tenant may claim they have not authorised the tenancy termination.

When a Tenant Moves into a Care Home

Where a third-party termination is received, evidence should be obtained to confirm that the placement is permanent and not a temporary basis.

When a Tenant has Moved Out

In these circumstances it is preferable to get a notice signed by the tenant wherever possible thus bringing the tenancy to an end correctly avoiding any possible claim of an unlawful eviction.

Where a third-party notice for a sole tenancy has been received and we are certain the property is empty, the First Line Manager or a member of their team should consult with the Senior Housing Officer to determine whether the third-party notice is acceptable.

In cases where the tenant has given an advocate signed consent to act on their behalf then a third-party termination notice can be accepted. However, advocate consent does not grant the advocate the legal power to act on the tenant's behalf. Evidence of authority should be confirmed e.g., social worker.

If the Tenant Does Not Return their Keys

If the tenant does not return their keys at the end of the notice period and signed notification has been received, staff should attempt to contact the tenant. If the tenant is not able to be contacted or does not return the keys following contact, then the locks can be changed, and the cost of the lock change can be recharged to the tenant. The First Line Manager or a member of their team must visit the property to make sure that the property has been vacated before changing the locks. This will include taking photographic evidence where possible.

Terminating a Licence agreement

The licensee is required to give 7 days notice although the organisation may use their discretion and waive this notice period. The licensee is required to complete a licence termination form (**Appendix 6**).

Occupiers ending their license should be given advice and guidance on their legal obligations with regards to:

- Payment of any outstanding charges
- The acceptable condition of the property upon termination of their license
- The process for handing in the keys for the property

Action Upon Receipt of Keys to Terminate a Tenancy / Licence

A key receipt should be issued in all cases (**Appendix 7**), and the voids process should commence immediately - please refer to the Voids Procedure.

APPENDIX 1 - Tenancy Termination Form

I hereby give one 4 weeks notice to terminate my tenancy. Notice to end on nearest Sunday

The Tenant(s): _____

The Property: _____

Utilities Supplier (gas/electricity) _____

Termination

I, _____, confirm that I wish to end the tenancy of the above property on _____

I am aware that I am liable to pay rent for the property up to the date I terminate my tenancy.

I understand that I must remove all my belongings from the property and confirm that I understand that any belongings left at the property may be disposed of by St Anne's Community Services and that I will incur a charge for the removal of these items.

I am aware that I may be charged for any damage I may have caused to the property.

I will return **all** keys for the property by 12 noon on _____ and I am aware that failure to do so will result in me being charged for a lock change.

Forwarding Address:

Signed by The Tenant

.....

Signed by The Landlord: _____

Housing Officer _____

Date _____

Please note the date of the end of the tenancy cannot be changed, remaining at the property beyond the termination date will result in a Use and occupation charge and this charge does not create or extend a tenancy between your and St Anne's.

APPENDIX 2

Name of Tenant
Address of Tenant

Date

Dear XXXXX

TERMINATION OF TENANCY AT XXXXXXXX

Thank you for giving notice of your intention to end your tenancy.

St Anne's Community Services wishes you all the best for the future.

Your tenancy will end on xx/xx/xxxx and the keys should be handed in to xxxxxx before 12 noon on xx/xx/xxxx.

Please note that your tenancy cannot be ended until vacant possession is given. You will continue to be charged rent until your tenancy ends.

An inspection of your property will be carried out on xx/xx/xxxx at xx:xx am/pm. If this is not a convenient time, please contact me to arrange an alternative appointment.

To avoid you incurring any additional charges, please ensure that any damage to your home has been repaired to our satisfaction. One of our officers will be happy to meet you at your home to discuss further.

Please do not leave any personal items, furniture or rubbish in the property and ensure that the property is left in a clean and tidy condition, as you may be charged for the cost of clearing or cleaning the property.

If you would like to discuss any of the issues covered in this letter further, please do not hesitate to contact me at the above address. Please also refer to the enclosed Ending Your Tenancy (Termination) fact sheet.

Yours sincerely,

Name of Officer
Title of Officer

APPENDIX 3

Ending your Tenancy (Tenancy Termination) Fact Sheet

- Under the terms of your tenancy agreement, you will be required to give St Anne's Community Services 4 week notice in writing of your intention to end your tenancy.
- Your notice will take effect from the day that we receive the Termination Form or written notice
- As a tenant you are liable for the rent until your tenancy ends.
- An appointment has been made for one of our officers to inspect your property
On _____
- You must remove all your belongings at the end of the tenancy and return the keys to your Support Worker. If you leave behind any belongings after you have returned your keys to us or once your tenancy has ended, you may be recharged (required to pay the costs for) for the costs of the removal and disposal of all items.
- You may also be recharged for any damage that is discovered at the property after you have left.
- Please make sure that your rent account is clear and that you have no other outstanding monies owed to St Anne's Community Services.
- When you end your tenancy, you must give vacant possession, which means that you cannot leave someone living in the property.
- Where a notice of termination is received, but no keys received by 12.00 noon of the date of termination, we will visit your property to check whether you are still living there and decide what further action is required and you may be liable for additional rent.
- For further details contact xxx on xxx

APPENDIX 4

Pre-Termination Inspection Form

Name
Address
Contact Number
Tenancy end date.....
Rent Account £ as at
Recharges £ as at
Court Costs £ as at
Date of Inspection
Housing Officer

Area/Item	Action Agreed/Required (including cleanliness and decorations)	Customer to Resolve Y/N	By when	Photo Evidence
Hall/Stairs and Landing Floor Covering Non-Standard Fittings Window Coverings				
Downstairs WC Floor Covering Non-Standard Fittings				

Area/Item	Action Agreed/Required (including cleanliness and decorations)	Customer to Resolve Y/N	By when	Photo Evidence
Window Coverings				
Lounge Gas / Electric Fire Doors Floor Covering Non-Standard Fittings Window Coverings				
Dining Room Gas/Electric Fires Doors Floor Coverings Non-Standard Fittings Window Coverings				
Kitchen Units Doors Floor Covering Non-Standard Fittings				

Area/Item	Action Agreed/Required (including cleanliness and decorations)	Customer to Resolve Y/N	By when	Photo Evidence
Built-in Appliances/White Goods Window coverings				
Bedroom 1 Floor Covering Non-Standard Fittings Window Coverings				
Bathroom/Wet room Floor Covering Non-Standard Fittings Window Coverings				
Garden Area Sheds Garages Ponds Lawn Area Pathways				
Adaptations				
Any Other Information				

Reason(s) why you are leaving:

I agree to rectify/ repair or replace the items indicated on the above list that are my responsibility and I will carry out any necessary works as requested

Signed (Tenant)/ (Joint Tenant)

Dated

Appendix 5 - Third Party Ending the Tenancy Notice (For use only by an Executor, Personal Representative, Next of Kin or someone with Power of Attorney for the tenant)

Section 1 – Tenant's Details

Tenant's full name(s)

Tenant's address:

.....

.....

.....

Section 2 – Your Details

To protect the tenant(s) interests, we will only accept a notice to terminate the tenancy from a third party (that is someone acting on the tenant's behalf) in exceptional circumstances.

This means you must give us as much information as possible to help us consider whether we can end the tenancy.

Your name and address:

Your home telephone number:

Your work telephone number:

Your relationship to the tenant:

Why are you asking to terminate the tenancy:

Section 3 – Reason for Terminating Agency

1. Tenant has died (Section 4)
2. Moving into residential or Care Home (Section 5)
3. Other – Please state: _____

Section 4 – To be Completed if Tenant has Died

- a) Date of death _____
- b) Name and address of solicitor (if any) dealing with the deceased's affairs _____

- c) Please provide a copy of the Death Certificate or Interim Death Certificate
- d) Please tick any of the following statements which apply:
- *I will arrange for payment of outstanding rent for the property up to the termination of the tenancy*
 - *There is no money remaining in the deceased's estate and therefore I cannot make any payment to St Anne's Community Services following their death*
 - *The deceased was in receipt of benefits and leaves no estate*

Could arrangements be made for an officer to gain access to the property before the keys are handed in? **Yes / No**

Please note: If the deceased received Housing Benefit, their entitlement would cease from the Monday following their death.

PLEASE GO TO SECTION 6

Section 5 - To be completed if the tenant has moved into a care/nursing home

Tenants' present address: _____

What type of accommodation is this? e.g., residential care home / nursing home

When did the tenant move there? _____

Can the tenant manage their own affairs? **Yes / No**

We may need to confirm that the tenancy needs to end. If there is someone professionally involved with the tenant (such as a Social Worker, Doctor, Solicitor) who can confirm that the tenant no longer needs their St Anne's Community Services tenancy, please fill in their details.

Their name: _____

Their address: _____

Their job: _____

Section 6 – Other Information Required

Please give details of any adaptations done to the property or any equipment supplied:

Could arrangements be made for an officer to gain access to the property before the keys are handed in? **Yes / No**

You should give at least one calendar months' notice to end a tenancy unless you are accepting another St Anne's tenancy, or the tenant has died.

The tenancy will end on: _____

Section 7 – To be completed under all circumstances

Declaration

I am authorised to act on the tenant(s) behalf, and I agree that St Anne's Community Services may make any necessary checks to verify any of the details I have given on this form.

I agree that St Anne's Community Services can dispose of anything left at the property after the tenancy ends and a charge may be made.

Signed by (third party):

Date:

Witnessed by:

(for St Anne's Community Services)

APPENDIX 6

St Anne's Community Services – Licence Termination Form

Licensee - I hereby give notice to end my license

Name(s): _____

Address of Licence: _____

Termination

I, _____, confirm that I wish to end the license of the above address on _____ (date)

I understand that I must remove all my belongings from the property and confirm that I understand that any belongings left behind may be disposed of by St Anne's Community Services as they see fit.

I understand that I may be charged for any damage I may have caused to the property.

I understand that I must return any keys I have for the property, or I will be charged for the changing of the locks.

Forwarding Address

Signed by licensee

Signed by The Landlord:

Date

APPENDIX 7 - KEY RECEIPT

Name of Tenant: _____

Address: _____

Name of Officer receiving keys: _____

Position of Officer receiving keys: _____

Name of Next of Kin/Relative/Friend (Delete if not applicable):

Address: _____

Number of keys returned: _____

Date keys returned: _____