

Tenancy Management Policy

2016 – 2021

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Author	Knox Ellis Solicitors Business Manager Neighbourhoods & Income
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1	Aug 16	Knox Ellis Solicitors Business Manager Neighbourhoods & Income	Combined policy bring together: Succession Policy & Procedure Assignment Policy & Procedure Mutual Exchange Policy & Procedure Sole to Joint & Joint to Sole Tenancy Requests Policy Abandonment Procedure
2	May 18	Compliance & Strategy Advisor	Vulnerable Customers Statement included within the policy

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Vulnerable Customers Statement

Livv Housing Group is committed to developing an equal and diverse culture where people are valued and respected from all sections of society. We therefore opposes any form of discrimination in service delivery and employment practice. We aim to treat all customers fairly and we will look to tailor our policies, processes, products and services to meet the needs of all of our customers.

"Vulnerable Person" means: (a) a Child or Children; or. (b) an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.

Where we identify (or a customer advises us of) a vulnerability we will look to make reasonable adjustments to our services accordingly to meet the needs of those individuals. This may include altering the way we communicate with a customer to adjusting the service that we offer to that person. Each case will be judged on its individual merits to avoid a one size fits all approach. We will monitor our services regularly to ensure we are meeting all of our customers' needs and to make any adjustments required to improve and enhance the service we deliver.

Succession Policy & Procedure

1.0 Introduction

1.1 This policy and procedure will outline the approach of Livv Housing Group to succession. It will apply to Livv Housing Group tenants, where appropriate to members of the tenant's family who may be entitled to succeed and to any member of the household left in occupation of one of our properties upon the death of the tenant who is not entitled to succeed.

1.2 This policy and associated procedure relate to the following tenancy agreements:

- Transferring Assured Tenancy
- Assured Tenancy
- Starter assured shorthold Tenancy
- Starter assured shorthold Affordable Rent Tenancy
- Assured shorthold Tenancy (Yates Court)
- Starter assured shorthold Tenancy (Bluebell Park)

2.0 Objectives of the Policy

2.1 When dealing with a potential succession we will:

- i. Endeavour to ensure that any statutory or contractual succession rights are exercised in a fair and proportional manner;
- ii. Ensure that its housing stock is allocated and managed in a fair and proportionate manner having regard to its Tenancy Policy, Allocations Policy and waiting list;
- iii. Have regard to the needs of those persons who are covered by this Policy and who may be vulnerable.

3.0 The Procedure

3.1 What is a Procedure?

3.1.1 A procedure controls activities that involve material risk to the business.

3.1.2 A procedure will provide guidance on “the right way to do it”.

3.1.3 The procedure should only control activities that involve material risk such as safety, security, financial loss, probity, accountability, reputation.

3.1.4 A procedure should be auditable i.e. it should be possible after the event to check and the key controls in the Procedure have carried out in accordance with the Policy.

3.1.5 It is appreciated that there will be circumstances when good judgment will over-ride a Procedure and this is a key part of the underlying philosophy of Livv Housing Group. However, where good judgment takes precedence over a procedure, there must be a clear audit trail of the reasoning behind the subsequent judgement.

4.0 What does this Procedure deal with?

4.1 This Procedure deals with three situations:

- i. the death of a joint tenant;
- ii. a request to succeed made by a husband, wife, civil partner (or a person living with the deceased tenant as their husband, wife or civil partner);
- iii. a request to succeed made by a family member of the deceased tenant.

4.2 Death of a joint tenant

4.2.1 Upon being informed that a joint tenant has died the Housing Officer should contact the remaining joint tenant and request that a copy of the death certificate for the deceased tenant be provided. This matter

should be dealt with in a sensitive manner having regard to the current situation. When possible contact should be made in person by the Housing Officer at the address of the tenant.

4.2.2 Once a copy of the death certificate has been obtained a copy should be scanned and saved onto our system. The Housing Officer should then update the system, including the rent account, and remove the deceased tenant's name.

4.2.3 A letter should then be sent or hand delivered to the remaining joint tenant as per **Appendix A** which confirms that they are the sole tenant of the property and that no further succession can take place.

4.2.4 In the event that that the Housing Officer cannot make contact with the remaining tenant the matter should be referred to their Line Manager for further appropriate action to be taken.

4.3 Request to succeed by husband, wife or civil partner (or person living with the tenant as their husband, wife or civil partner)

4.3.1 Upon the death of a tenant we may receive a request to succeed from any of the husband, wife or civil partner of the deceased tenant (or person living with the tenant as their husband, wife or civil partner). Following receipt of such a request the Housing Officer should send a Request to Succeed Form (RSF) as per **Appendix B** either by post or hand delivery to the potential successor along with the standard acknowledgement letter as per **Appendix C**. Alternatively, an appointment can be arranged for the individual to attend one of our offices to complete the form. The RSF should be completed and returned to ourselves, with relevant documentation in support, within 14 days.

4.3.2 In order to protect our position a Notice to Quit (NTQ) should be prepared at the same time that the RSF is provided to the potential

successor. The NTQ should be addressed to The Personal Representative of the deceased tenant as per Appendix D and be hand delivered to the property.

- 4.3.3 A Certificate of Service as per **Appendix E** should then be completed by whoever served the NTQ and be kept on file. A copy of the NTQ should also be lodged with the Public Trustee using Form NL1 as per **Appendix F**.
- 4.3.4 Should the potential successor fail to return the RSF within the 14 day period then the Housing Officer should attempt to make contact with him/her by telephone, home visit, e-mail etc. Should the potential successor fail to make contact within 21 days of the RSF being sent their application should be treated as being refused and a decision letter should, as per **Appendix G**, be sent to the potential successor. (Please note the template letter will need amending to fit the circumstances of the specific case).
- 4.3.5 Should the potential successor return the RSF without sufficient information to support their application to succeed the Housing Officer should decide, possibly with the assistance of their Line Manager, whether or not the RSF should be processed or whether it would be sensible, in the circumstances of this particular request, to allow the potential successor additional time to provide the outstanding information. If it is decided to allow additional time to provide the outstanding information the potential successor should be informed of this.
- 4.3.6 Should the potential successor return the RSF and relevant documents the Housing Officer should review all documents and complete the relevant sections of the RSF confirming whether the application is refused or approved. This review should normally be carried out within 7 days of the RSF being received.

- 4.3.7 Once the Housing Officer has made their decision they should have this decision approved by their Line Manager. This must be done prior to the potential successor being informed of the decision.
- 4.3.8 Once the Line Manager has approved the Decision a decision letter should be sent to potential successor as per **Appendix G**. (Please note the template letter will need amending to fit the circumstances of the specific case).
- 4.3.9 If it has been decided that the request to succeed has been approved the Housing Officer should ensure that the following tasks are completed:
- i. The Succession Approval Form as per **Appendix H** is completed and signed by the successor;
 - ii. Copies of the Succession Approval Form and the deceased tenants death certificate are retained on our systems and saved to the relevant tenancy/property;
 - iii. Our records are updated, including the rent account, with the full name of the successor in place of the deceased tenant.

4.4 Request to succeed by family member in relation to Livv Housing Group's Transferring Assured Tenancy

- 4.4.1 Following the death of a tenant who has signed a Transferring Assured Tenancy a family member is entitled to succeed so long as they satisfying the criteria in the tenancy agreement. This includes a minor who may be entitled to succeed the tenancy agreement. Succession applications involving a minor are complex and it is advisable that the Housing Officer speak with the Line Manager immediately with a view to obtaining legal advice.
- 4.4.2 On being notified of the tenant's death the RSF (**Appendix B**) should be sent to or hand delivered to the potential successor along with a

standard acknowledgment letter as per **Appendix C**. The completed RSF and documents in support should be returned to us within 14 days.

- 4.4.3 In order to protect our position a Notice to Quit (NTQ) should be prepared at the same time that the RSF is provided to the potential successor. The NTQ should be addressed to The Personal Representative of the deceased tenant as per **Appendix D** and be hand delivered to the property.
- 4.4.4 A Certificate of Service as per **Appendix E** should then be completed by whoever served the NTQ and be kept on file. A copy of the NTQ should also be lodged with the Public Trustee using Form NL1 as per **Appendix F**.
- 4.4.5 Should the potential successor fail to return the RSF within the 14 day period then the Housing Officer should attempt to make contact with him/her by telephone, home visit, e-mail etc. Should the potential successor fail to make contact within 21 days of the RSF being sent their application should be treated as being refused and a decision letter, as per **Appendix G**, must be sent to the potential successor. Please note the template letter will need amending to fit the circumstances of the specific case).
- 4.4.6 Should the potential successor return the RSF without sufficient information the Housing Officer should decide, possibly with the assistance of their Line Manager, whether or not the RSF should be processed or whether it would be sensible, in the circumstances of this particular request, to allow the potential successor additional time to provide the outstanding information. If it is decided to allow an additional time the potential successor should be informed of this.
- 4.4.7 Should the potential successor return the RSF and relevant documents the Housing Officer should review all documents and complete the relevant sections of the RSF confirming whether the application is

refused or approved. This review should normally be carried out within 7 days of receiving the RSF.

- 4.4.8 Once the Housing Officer has made their decision they should have this decision approved by their Line Manager. This must be done prior to the potential successor being informed of the decision.
- 4.4.9 Once the Line Manager has approved the Decision of the Housing Officer a decision letter should be sent to potential successor as per **Appendix G**.
- 4.4.10 If it has been decided that the request to succeed has been approved and that the successor is remaining at deceased tenant's property as it is suitable for their housing needs the Housing Officer should ensure that the following tasks are completed:
- i. The Succession Approval Form is completed and signed by the successor;
 - ii. A new Assured Tenancy Agreement is signed by the successor and a copy of the Succession Approval Form is attached to the front cover of it;
 - iii. Copies of the Succession Approval Form and the deceased tenant's death certificate are retained on our systems and saved to the relevant tenancy/property;
 - iv. If the successor is remaining at the deceased tenant's property our records are updated, including the rent account, with the full name of the successor in place of the deceased tenant.
- 4.4.11 If the request has been approved but the decision has been taken that the family member should not remain in occupation of the deceased tenant's property but should be offered a new tenancy at a different property please refer to section 4.5 below.

4.4.12 If the request to succeed has been rejected please refer to section 4.7 below.

4.5 Request to succeed has been approved but the property is not suitable

4.5.1 A request to succeed relates to the deceased tenant's tenancy agreement not the actual property. There will be occasions when a successor is entitled to succeed but the property is not suitable for their housing needs (e.g. under occupying). In these circumstances the following procedure should be followed:

- i. The Succession Approval Form, as per **Appendix H**, is completed and signed by the successor;
- ii. The Housing Officer will locate a suitable alternative property having regards to the needs the successor;
- iii. The Housing Officer will make 1 offer of a suitable alternative property in writing, as per **Appendix I**, to the successor outlining that he/she has 7 days to accept the offer or it will be withdrawn.

4.5.2 If the offer of suitable alternative accommodation is refused/withdrawn then the matter must be referred to the Housing Officers Line Manager for legal action.

4.5.3 If the offer of suitable alternative accommodation is accepted the Housing Officer will liaise with the successor in relation to moving into the property and also make arrangements to have the successor sign their new tenancy agreement. The signed tenancy agreement should be attached to the front cover of the Approval Form to show that the tenancy was granted via succession.

NOTE: In the event that there is no suitable alternative accommodation available the Housing Officer should contact their Line Manager who will consider the most appropriate way forward.

4.6 Request to succeed by a family member in relation to Livv Housing Group’s Assured Tenancy, Starter assured shorthold Tenancy, Starter assured shorthold Affordable Rent Tenancy, Assured shorthold Tenancy (Yates Court) and Starter assured shorthold Tenancy (Bluebell Park)

4.6.1 Should we receive a request to succeed by a family member of the deceased tenant who held any of the above tenancies the request will normally be rejected as they will not be permitted to succeed under the terms of the tenancy agreement or under legislation and they will not normally be allowed to remain in the property. The Housing Officer should confirm this decision in writing, as per **Appendix J**, after receiving approval from their Line Manager.

4.6.2 In order to protect our position a Notice to Quit (NTQ) should be prepared at the same time that the RSF is provided to the potential successor. The NTQ should be addressed to The Personal Representative of the deceased tenant as per **Appendix D** and be hand delivered to the property.

4.6.3 A Certificate of Service as per **Appendix E** should then be completed by whoever served the NTQ and be kept on file. A copy of the NTQ should also be lodged with the Public Trustee using Form NL1 as per **Appendix F**.

4.6.4 The Housing Officer should then refer to section 4.7 below.

4.7 Request to succeed is rejected

4.7.1 If the request to succeed is rejected, immediately after the expiry of the NTQ, which should already have been served, the deceased tenant’s Rent Account must be brought to an end. If the failed successor remains in occupation of the deceased tenant’s property a Mesne Profit account should be created.

4.7.2 The Housing Officer must then refer the matter to their Line Manager for legal action to be considered against the failed successor to remove them from the property via a Claim for Possession based on trespass.

5.0 Equality and Diversity Statement

5.1 We are committed to treating people fairly, without bias or discrimination, and always in accordance with the law. We promote equality of opportunity for all our customers and stakeholders, regardless of this race, gender, age, religious belief or non-religious belief, ethnic origin, disability, marital status, or sexual orientation. In addition to any statutory responsibilities under the Equality Action 2010 (and any other relevant legislation), we will always act in accordance with the provision it sets out in its own Equality and Diversity Policy.

5.2 This procedure has undergone an Equality Impact Assessment, and has been duly amended where necessary.

6.0 Implementation

6.1 This Policy and Procedure will be effective from the date of approval.

6.2 Our staff will be made aware of the Policy and Procedure at priority training and appropriate team training. Electronic copies of all relevant documents will be available on our intranet (if we have this facility).

7.0 Monitoring and Review

7.1 The next review of this Policy and Procedure is scheduled for April 2020 and then every three years thereafter.

7.2 The review will be carried out by Business Manager – Neighbourhoods & Income.

- 7.3 There will be an automatic review of this Policy and Procedure whenever there is a change of policy from Government or the Regulator of Social Housing or a change in legislation.

8.0 Relevant Documents/Links (optional)

Appendix A	Template Letter to remaining joint tenant
Appendix B	Request to Succeed Form
Appendix C	Template Acknowledgment Letter to accompany RSF
Appendix D	Template Notice to Quit
Appendix E	Template Certificate of Service
Appendix F	Template Form NL1
Appendix G	Template Decision Letter
Appendix H	Succession Approval Form
Appendix I	Template letter to successor – offer of accommodation
Appendix J	Template letter to family member unable to succeed due to type of tenancy

Appendix A – Livv Housing Group Succession Procedure

(Letter to remaining Joint Tenant)

[Address]

Dear [Insert full name of remaining Joint Tenant]

Re: Succession to [insert full address of property]

I am writing to you further to our conversation following the passing of [insert name of deceased tenant]. I would like to again offer my condolences on behalf of Livv Housing Group.

The purpose of this letter is to confirm that as you and [insert name of deceased tenant] were Joint Tenants of your property, under the relevant law you have automatically become the sole tenant of the property from the date of [insert name of deceased tenant]’s passing. This is called ‘Survivorship’.

I have arranged for Livv Housing Group’s records to be updated to reflect the above. You will continue on the same tenancy agreement that you signed as a Joint Tenant save that you may no longer be able to pass on your tenancy when you die.

If you have any questions regarding the above please contact me on [insert telephone number].

Yours sincerely

.....
[Insert name of Housing Officer]

Appendix B – Livv Housing Group Succession Procedure

REQUEST TO SUCCEED FORM

Please DO NOT send originals of documents referred to in this form when you return it to us as we will be unable to return these to you. However, you should be able to produce original documents if we request these.

The document must be completed by, or on behalf of, the person who wishes to succeed to the tenancy.

*The completed form and any supporting documents must be returned to **[Insert which office the documents are to be returned to]** by **[14 days from date form sent out]**.....20.....*

Section 1 (Details of deceased tenant)

Full Address of Property		
Full name of the deceased tenant		
Date tenancy commenced		
Date of tenant’s death		
Copy of death certificate provided	YES	NO
(please tick/complete relevant box)		
Has the deceased tenant left a Will?	YES	NO
If Yes, please provide the name and address of the Executor(s)		

Section 2 – Details of person requesting to succeed

Full name of person requesting to succeed	
---	--

DOB		
Contact Telephone No.		
Relationship of person requesting to succeed to the tenant (please tick/complete relevant box)	Husband	
	Wife	
	Civil Partner	
	Common Law spouse/civil partner	
	Son	
	Daughter	
	Other (insert relationship)	
Document(s) supplied identifying person requesting to succeed and demonstrating relationship between person requesting to succeed and tenant (please tick/complete the relevant boxes)	Passport	
	Driving Licence	
	Birth certificate of person requesting to succeed	
	Council Tax document(s) showing household	
	Other (please give details)	
Date the person requesting to succeed moved into the property		
Does the person requesting to succeed live in the property as their only or principal home? (please tick/complete relevant box)	YES	NO
Does the person requesting to succeed own, or have a tenancy at, any other property? (please tick/complete relevant boxes)	Yes (give details below)	No
Document(s) supplied demonstrating person	Council Tax document(s) showing household	

requesting to succeed lives in the property as their only or principal home. (If you are a family member other than a husband, wife or civil partner you must provide documents demonstrating you have lived in the property during the 12 months prior to the death of the tenant)	Bank/Building Society statement(s)	
	Driving Licence	
	Local Authority Voting document(s) showing registered to vote at property	
	Local Authority welfare benefit document(s)	
	Other (please specify)	
Please provide the full names and DOB of all persons currently living in the property	Full Name	DOB
Please provide details of any vulnerabilities, physical or mental disabilities that the potential successor or any person who is currently living in the property has. If none, please state 'None'		

This form must be signed by the person who is making the request to succeed.

By signing this form you confirm that the information and any supporting documents you have provided to Livv Housing Group are true and accurate to the best of your knowledge and belief.

In addition, by signing this form you confirm that you give Livv Housing Group authority to contact any statutory agency, private company or individual for the purpose of authenticating the information that you have provided and investigating your entitlement to succeed.

Signed

Print name

Dated

For Office Use Only

Section 3 - Investigation of information

Has there been a previous succession in relation to this tenancy? NB. Stock transferring tenancies receive 1 extra contractual succession if the initial succession occurred whilst a KBC tenant. You must check the system and history of the particular property carefully.	YES (If yes give brief details and refer request to Manager)	NO
Type of tenancy held by the deceased tenancy.		
Type of property of deceased tenant (e.g. flat, terraced house etc.)		
No. of bedrooms at the property and maximum No. of persons permitted to reside in the property.		
Is the property being under or over occupied?	UNDER OCCUPIED	OVER OCCUPIED
Details of adaptations in the property (If none, state 'None')		
Rent Arrears as at the date of death of the tenant		
Is the person requesting to succeed willing to enter into an agreement to pay these arrears? (if applicable) NB. Please note this is discretionary and Livv Housing Group cannot demand this.	YES	NO
Evidence of relationship between deceased tenant and	ACCEPTED	REJECTED (If rejected state reason(s))

person requesting to succeed.		
Evidence of person requesting to succeed occupying property as their only or principal home.	ACCEPTED	REJECTED (If rejected state reason(s))
If the person requesting to succeed is a family member, evidence of this person occupying the property throughout the 12 months prior to the tenant's death.	ACCEPTED	REJECTED (If rejected state reason(s))
Was the request to succeed made within 3 months of the tenant's death?	YES	NO (If no, refer the case to a Manager)

Section 3 - Recommendation

What is your recommendation? (i.e. approve or reject the request)	APPROVE & REMAIN IN CURRENT PROPERTY	APPROVE BUT MOVE TO ANOTHER PROPERTY	REJECT (please record reasons below)

Name of Housing Officer

Signature

Dated

Section 4 - Manager Approval



RECOMMENDATION	RECOMMENDATION
APPROVED	REJECTED (If rejected state reasons below)

Name of Manager

Signature

Dated

Appendix C – Livv Housing Group Succession Procedure

Letter to accompany Appendix B

[Address]

Dear **[insert name of person requesting to succeed]**

Re: Request to Succeed

I am writing to you in relation to your request to succeed to the tenancy of **[insert full name of the deceased tenant]** following their passing. Please accept my condolences on behalf of Livv Housing Group.

In order for me to consider your request please complete the attached Request to Succeed Form.
This Form and copies of any documents must be returned to me at the address on the top of the Form by **[insert 14 days from the date of the letter]**.

Upon receipt of the completed Form your request will be considered.

In the meantime, Livv Housing Group may serve on the property a legal notice addressed to the Personal Representatives of the tenant. This document is something that Livv Housing Group will generally serve following the death of a tenant, but we will still consider your request to succeed so long as it is received within the timescale referred to above.

Pending any decision in relation to your request to succeed please be advised that you are not the tenant of the property and any monies accepted from or on your behalf will either be allocated to the existing rent account if it is still running or, they will be treated as Mesne Profits.

If you have any questions in relation to the above or in relation to the completion of the Request to Succeed Form please contact me on [insert telephone number].

Yours sincerely

.....
[Insert name of Housing Officer]

Enc.

Appendix D – Livv Housing Group Succession Procedure

(Template Notice To Quit)

NOTICE TO QUIT

To. The Personal Representatives of **[insert deceased tenant's full name]**

Of. **[insert full address of the property including post code]**

We. Livv Housing Group

Of. Head Office, Lakeview, Kings Business Park, Prescot, L34 1PJ.

Give you NOTICE TO QUIT and deliver up possession to us

Of: **[insert address of the property including post code]**

On: [insert the date 4 weeks after the deemed date of service of the NTQ ensuring that the period ends on the day on which is stipulated in the tenant's tenancy agreement, e.g. a Sunday or a Monday] or, if later, the day on which a complete period of your tenancy expires next after 4 weeks from service upon you of this notice.

Dated:

Signed:

On behalf of Livv Housing Group

Prescribed information

1. If the tenant or licensee does not leave the dwelling, the landlord or licensor must get an order for possession from the court before the tenant or licensee can lawfully be evicted. The landlord or licensor cannot apply for such an order before the notice to quit or notice to determine runs out.
2. A tenant or licensee who does not know if he has any right to remain in possession after a notice to quit or notice to determine runs out can obtain advice from a solicitor. Help with all or part of the cost of legal advice and assistance may be available under the Legal Aid Scheme. He should also be able to obtain information from a Citizens Advice Bureau, a Housing Aid Centre or a rent officer.

Certificate of service

Name of court	Claim No.
Name of Claimant	
Name of Defendant	

On what day did you serve? / /

The date of service is / /

What documents did you serve?
 Please attach copies of the documents you have not already filed with the court.

On whom did you serve?
 (If appropriate include their position e.g. partner, director).

How did you serve the documents?
 (please tick the appropriate box)

- by first class post or other service which provides for delivery on the next business day
- by delivering to or leaving at a permitted place
- by personally handing it to or leaving it with (..... time left, where document is other than a claim form) (please specify)
- by other means permitted by the court (please specify)
- by Document Exchange
- by fax machine (..... time sent, where document is other than a claim form) (you may want to enclose a copy of the transmission sheet)
- by other electronic means (..... time sent, where document is other than a claim form) (please specify)

Give the address where service effected, include fax or D number, e-mail address or other electronic identification

- Being the claimant's defendant's
 solicitor's litigation friend
- usual residence
 - last known residence
 - place of business
 - principal place of business
 - last known place of business
 - last known principal place of business
 - principal office of the partnership
 - principal office of the corporation
 - principal office of the company
 - place of business of the partnership/company/ corporation within the jurisdiction with a connection to claim
 - other (please specify)

I believe that the facts stated in this certificate are true.

Full name

Signed Position or office held
 (Claimant) (Defendant) ('s solicitor) ('s friend) (If signing on behalf of firm or company)

Date / /

Appendix F – Livv Housing Group Succession Procedure
 (Template Form NL1)

FORM NL(1)
THE PUBLIC TRUSTEE
APPLICATION FOR REGISTRATION OF NOTICE AFFECTING LAND
PUBLIC TRUSTEE (NOTICES AFFECTING LAND) (TITLE ON DEATH)
REGULATIONS 1995

For explanatory notes see overleaf <i>Please type complete in BLOCK CAPITALS</i>	For official use only
To: The Public Trustee PO Box 3010 London WC2A 1AX	Date of Registration Registration No.
I. of (enter name and address of person or firm making app) apply for registration against the name of the deceased person referred to below of the attached Notice in respect of the land	The fee of £ 40 accompanies this application Signed Date Telephone No Reference
Enter name of deceased Forename(s) Surname	Enter details to which Notice relates.
Date of Notice Description of Notice NOTICE TO QUIT	

Appendix G – Livv Housing Group Succession Procedure
(Decision letter)

Dear [insert name of person requesting to succeed]

Re: Request to Succeed – Decision Letter

I am writing to you in relation to your request to succeed to the tenancy of [insert full name of the deceased tenant] following their passing.

Following consideration of the Request to Succeed Form and associated documents which you provided your request to succeed has been [approved][rejected].

Option 1 (Succession approved and successor staying in property)

[I confirm that you have succeeded to the tenancy of [insert name of deceased tenant] and you will be remaining in [insert the full address of the property]. The next step is for our Succession Approval Form to be completed. I will be in touch in order to arrange either to visit you at your home or to arrange an office appointment for this to be done.]

Option 2 (Succession approved but successor will be asked to move to another property)

[Whilst your request to succeed has been approved and whilst you will succeed to the tenancy of [insert name of deceased tenant], Livv Housing Group requires you to move to a different property. This is because the property [includes an adaptation that no one who is living in the property requires][is bigger than your requirements and it is being under occupied].

You will be receiving one offer of an alternative property and I will be in touch to discuss this with you along with the next steps. Please be advised that if you fail to move to the alternative property we may be forced to take legal action against you. For the avoidance of doubt until you move to the new property you are not the tenant of the current property and your status is that of a trespasser.]

Option 3 (Succession is rejected)

[The reason(s) that your request has been rejected is/are [insert reasons here]. As your request has been rejected you must leave the property within the next [insert time frame]. For the avoidance of doubt, Livv Housing Group does not give you any licence or consent to remain in the property and any monies accepted by, or on your behalf, will be treated as Mesne Profits.]

Should you fail to vacate the property by the timeframe referred to above we will refer the case to our Solicitors for legal action to remove you from the property.]

If you have any questions regarding the above please contact me on [insert telephone number].
Yours sincerely

.....[Insert name of Housing Officer]

Appendix H – Livv Housing Group Succession Procedure

SUCCESSION APPROVAL FORM

Section 1 – Details of property and deceased tenant

Full Address of Property	
Full name of deceased tenant	
Date tenancy commenced	
Date of tenant's death	

Section 2 – Details of approved successor

Full name of person succeeding		
DOB		
Contact Telephone No.		
Relationship of person succeeding to deceased tenant (please tick/complete relevant box)	Husband	
	Wife	
	Civil Partner	
	Common Law spouse/civil partner	
	Son	
	Daughter	
	Other (insert relationship)	
Details of current household of person succeeding	Full Name	DOB

Section 3 – Details of succession

Date succession approved by Livv Housing Group		
Which property is the successor succeeding to?	Deceased tenant's property	Other (insert details)

Section 4 – Declaration

Delete as appropriate

Option 1 (successor remaining in the same property and on same tenancy as deceased)
I, **[insert full name of successor]**, understand that I have succeeded to the tenancy of **[insert full name of deceased tenant]** following their death. I have read and fully understand the tenancy agreement that I am succeeding to. I understand that there will be no further right of succession in relation to my tenancy agreement.

[I agree to take on the responsibility of the rent arrears that existed at the time of the former tenant's death of £[....] and agree to repaying these at the rate of £[...] as a clause of my tenancy agreement.] (Please note this is completely discretionary and the successor does not have to agree to pay the rent arrears of the deceased tenant. If there is no agreement please delete this paragraph and text in italics)

Option 2 (successor remaining in the same property but signing new tenancy)

I, **[insert full name of successor]**, understand that I have been allowed to succeed following a request made under the tenancy of **[insert full name of deceased tenant]** following their death. I am aware that I am required to sign a new tenancy agreement and that I will not have any further succession rights in relation to my tenancy.

Option 3 (successor moving to an alternative property and signing new agreement)

I, **[insert full name of successor]**, understand that I have been allowed to succeed following the death of **[insert full name of deceased tenant]**. I accept that in accordance with the succession clause contained in the tenancy agreement of the deceased tenant that Livv Housing Group is entitled to request that I move to a different property because **[insert reason why the successor is required to move]**.

I agree to immediately move to a different property upon an offer of a property being made to me by Livv Housing Group. I further agree and accept that prior to moving to a different property I am not a tenant or licensee of Livv Housing Group and I am occupying the deceased tenant's property as a trespasser. I accept that there is no intention on behalf of Livv Housing Group to give me any type of assured tenancy or licence of the deceased tenant's property.

I acknowledge that should I fail to move to the alternative property offered by Livv Housing Group legal proceedings can be issued for my removal from the deceased tenant's property.

Approval: Group Director Team, August 2016
Responsible Officer: Executive Director – Customer Insight
Review date: February 2021

Signed by the successor

Print name

Dated

Signed on behalf of Livv Housing Group

Print name

Dated

Appendix I – Livv Housing Group Succession Procedure

(Letter offer of alternative property)

[Address]

Dear **[insert full name of occupant]**

Re: Approved succession, offer of alternative property

I am writing to you following the decision letter which was sent to you in relation to your application to succeed.

As per the aforesaid decision letter you were informed that whilst your succession has been approved, Livv Housing Group requires that you move to an alternative property whereupon you will be asked to sign a new tenancy agreement. Please be advised that the choice of property is at Livv Housing Group’s sole discretion having regard to its available housing stock and your housing needs.

This letter details the formal offer of accommodation which you are now being made. The details of the property are set out below:

- Type of Property:** [house/flat]
- No. of bedrooms:**
- Address:**

The above offer will remain open for [7] days after which time it shall be withdrawn and no further offer will be made.

If you would like to accept the above offer please contact me on **[insert telephone number]** and I will discuss with you the next steps.

If you reject the offer, or if you fail to respond, or if you refuse to vacate the current property after accepting the offer, Livv Housing Group may be forced to seek your removal from the current property.

I look forward to hearing from you.
Yours sincerely

.....
[Insert name of Housing Officer]

Dear [insert full name of occupant]

Appendix J – Livv Housing Group Succession Procedure

(Letter re to family member when tenancy doesn't allow family member to succeed)

Re: No succession to [insert full address of property]

I am writing to you further to our conversations following the passing of [insert name of deceased tenant]. I would like to again offer my condolences on behalf of Livv Housing Group.

Unfortunately, due to the type of tenancy that the deceased tenant signed no family members are entitled to succeed to the tenancy and you must make arrangements to leave the property.

If you have not already done so we would advise that you present yourself to the Local Authority's homeless department and/or register for re-housing. In this regard please contact me and I will be happy to assist you as best I can with the process.

Livv Housing Group has a duty to manage its housing stock in the interest of those persons who have applied for and are waiting for social housing. In this regard, a formal legal Notice has or will be served on the property as the first step in taking possession.

We would request that you vacate the property as soon as possible. If you remain in the property after the above Notice has expired we may have to take legal action against you to recover possession.

For the avoidance of doubt, after the expiry of the said Notice, you or anyone living with you does not have any licence or consent from Livv Housing Group to remain in occupation of the property. Any monies received by, or on your behalf, after this time will be treated as Mesne Profits.

If you have any questions regarding the above please contact me on [insert telephone number].

Yours sincerely

.....

[Insert name of Housing Officer]

Assignment Policy & Procedure

1.0 Introduction

1.1 This policy will outline the approach of Livv Housing Group to requests to transfer an interest in a tenancy to another person by way of an assignment in the following instances:

1.1.1 Requests from a tenant to transfer their tenancy to a member of their family who would have qualified to succeed to the tenancy had the tenant died (this is sometimes referred to as “**an assignment to a potential successor**”);

1.1.2 Requests to **convert a joint tenancy into a sole tenancy** – this is technically treated as an assignment to a potential successor;

1.1.3 Requests to **transfer a tenancy pursuant to a Court Order**.

1.2 This policy and associated procedures **DOES NOT** deal with request in the following circumstances, which are dealt with in separate procedures:

1.2.1 Requests to succeed following the death of a tenant – please refer to Livv Housing Group’s Succession Policy & Procedure;

1.2.2 Requests to carry out a Mutual Exchange with another tenant – please refer to KTH’s Mutual Exchange Policy & Procedure;

1.2.3 Requests to “add” a person to a tenancy – please see Livv Housing Group’s Change of Tenancy Policy & Procedure.

1.2.4 This policy and associated procedure relate to the following Livv Housing Group tenancy agreements:

- Transferring Assured Tenancy
- Assured Tenancy
- Starter assured shorthold Tenancy
- Starter assured shorthold Tenancy Affordable Rent Tenancy
- Assured Shorthold Tenancy (Yates Court)
- Starter assured shorthold Tenancy (Bluebell Park)

2.0 Objectives of the Policy

2.1 When dealing with requests to assign we will:

- i. Endeavour to ensure that any statutory or contractual assignment rights are exercised in a fair and proportional manner;
- ii. Ensure that its housing stock is allocated and managed in a fair and proportionate manner having regard to its Tenancy Policy, Allocations Policy and waiting list;
- iii. Have regard to the needs of those persons who are covered by this Policy and who may be vulnerable.

3.0 Definitions/relevant information

- 3.1 An assignment is where a tenant of one property transfers their rights and obligations under their tenancy to another person, who then becomes the tenant of that property.
- 3.2 A person who transfers their tenancy to someone else is called the “assignor” and the person who receives the tenancy is called the “assignee”.
- 3.3 A tenant’s rights in relation to assignment are set out in detail in their respective tenancy agreement.
- 3.4 Following an assignment the assignee will become the tenant of Livv Housing Group under the same tenancy as the previous tenant.
- 3.5 In all cases, save where we receive an Order from a Court transferring the tenancy from the original tenant to their spouse/cohabitee following divorce proceedings pursuant to Family Law Act 1996, the transfer of the tenancy (assignment) takes place following the signing of a Deed of Assignment being completed by both parties. At no stage should a new tenancy agreement be signed.
- 3.6 The following table sets out who has the right to assign in relation to the tenancy agreement which this Procedure covers:

Type of Tenancy Agreement	Who has the right to have the tenancy assigned to them?
Transferring Assured Tenancy	<ul style="list-style-type: none"> • Joint tenant/spouse/partner • Qualifying family member (subject to 12 months residency requirement)
Assured Tenancy	<ul style="list-style-type: none"> • Joint tenant/spouse/partner
Any Assured Shorthold (Starter) Tenancy (which converts into an Assured Tenancy) and the Assured Shorthold	<ul style="list-style-type: none"> • Joint tenant/spouse/partner

Tenancy in relation to Yates Court

3.7 For the purpose of this Procedure a family member includes the following persons; Parent, child, grandchild, brother, sister, uncle, aunt, nephew, niece including relationships by marriage and civil partnership, half-blood relationships, step child and legitimate children.

4.0 The Procedure

4.1 What is a Procedure?

4.1.1 A procedure controls activities that involve material risk to the business.

4.1.2 A procedure will provide guidance on “the right way to do it”.

4.1.3 The procedure should only control activities that involve material risk such as safety, security, financial loss, probity, accountability, reputation.

4.1.4 A procedure should be auditable i.e. it should be possible after the event to check and the key controls in the procedure have carried out in accordance with the Policy.

4.1.5 A procedure should only set down “that which must be done” i.e. it should not include guidance.

4.1.6 It is appreciated that there will be circumstances when good judgment will over-ride a procedure and this is a key part of the underlying philosophy of Livv Housing Group. However, where good judgement takes precedence over a procedure, there must be a clear audit trail of the reasoning behind the subsequent judgement.

5.0 What does this Procedure Deal with?

5.1 This Procedure will deal with the following situations;

- (i) An assignment to a potential successor (this includes a request to remove a Joint tenant from the tenancy);
- (ii) An assignment pursuant to a Court Order.

5.2 Assignment to a Potential Successor in relation to a Transferring Assured Tenancy Agreement

5.2.1 Upon receipt of a request for an assignment to a potential successor the Housing Officer should send the Assignment Request Form (Form AR1) along with a covering letter to the tenant. These documents are attached at **Appendix A**. The AR1 form must be signed by the tenant as well as by the potential assignee.

- 5.2.2 Upon receipt of the completed AR1 Form the Housing Officer should conduct a review of the application to confirm the following:
- (i) the type of Tenancy Agreement held by the tenant;
 - (ii) that the potential assignee has the right to have the Tenancy assigned to them (see table at 3.6);
 - (iii) that the current tenant did not themselves have the tenancy assigned to them;
 - (iv) that the current tenant did not themselves succeed to the tenancy after the stock transfer.
- 5.2.3 Alternatively, the Housing Officer can arrange to meet with the tenant and potential assignee either at one of our offices or at the tenant's home in order to ensure that the Form AR1 is completed, signed by both parties and to ensure that all supporting documents are collected/received.
- 5.2.4 In the event that the Housing Officer visits the property they should discuss the circumstances surrounding the request with the tenant and check the identification documents received to ensure that it demonstrates the relationship between the tenant and assignee and that they have been residing at the property for the required period. If the parties require the original supporting document to remain with them then copies or photographs of the documents will be sufficient.
- 5.2.5 If there are any ground upon which consent should be refused at this stage (e.g. the tenant is a successor and therefore an assignment to a potential successor cannot take place, or the person to whom the tenant wishes to assign their tenancy is not a family member) then the Housing Officer should send the Assignment Decision letter to the tenant as per **Appendix B**. *(The template will need amending accordingly).*
- 5.2.6 Following an initial review of the request the Housing Officer should, if they have not already done so, contact the tenant and advise them that the potential assignee will need to provide identification and proof of residency at the property as per the requirements detailed below:
- (i) **If the potential assignee is a current joint tenant/spouse(including civil partnership)/common law spouse (including law Civil Partner** – they must provide proof of identification and proof of their relationship to the tenant and documentation to show that they reside at the property as their only or principle home. This information should be dated within 1 month of the date of the request.

- (ii) **If the Potential assignee is a family member** – they must provide proof of identification and proof of their relationship with the tenant and documentation to show that they currently live at the property and have lived at the property as their only or principal home for the previous 12 months. Documentation should be provided dated within 1 month of the date the request to assign is made and 12 months from the date the request to assign is made. Documentation dated beyond 12 months from the date of the request should not be accepted as proof of residency.

Examples of acceptable identification are:

- Birth certificate
- Passport
- Driving Licence
- National Identity Card
- Medical Card
- Official Documentation (e.g. letter from solicitor/Benefits agency etc.)

Examples of acceptable residency documentation are:

- Pay slips dated as per above
- Proof of receipt of benefits over the last 12 months
- Official documentation from doctor/hospital/solicitor dated as per above
- Utility bills in the assignee's name dated as per above.

5.2.7 Any requests from family members who cannot prove their relationship to the tenant and/or that they have lived at the property for 12 months should be refused. If the request is refused at this stage this should be confirmed in writing using the Assignment Decision letter as per **Appendix B**. A note should also be placed on our computer system detailing the reason for the refusal.

CONSENT GRANTED AFTER INVESTIGATION

5.2.8 Having considered all of the information available the Housing Officer should make a decision as to whether to give consent to the request or not. The Housing Officer should then proceed to complete the relevant section of the AR1 Form and inform their Line Manager of their recommendation that consent should be granted. The Line Manager should confirm that they are in agreement, or otherwise, by completing the relevant section of the AR1 Form.

5.2.9 The Housing Officer should then complete the Assignment Decision Letter, as per **Appendix B**, and send this to the tenant. The letter should confirm that a Deed of Assignment will need to be completed by the tenant, the assignee and

Livv Housing Group. Appropriate arrangements should be made for an appointment for this to be completed.

SIGNING THE PAPERWORK ONCE CONSENT GRANTED

5.2.10 Both the tenant and assignee must agree to sign the Deed of Assignment, as per **Appendix C**, otherwise the assignment cannot take place. The appointment can be for a home visit or can take place at one of our offices.

5.2.11 The Deed of Assignment need not be signed by both parties at the same time as there are certain circumstances in which this would be difficult –i.e. a breakdown of a relationship. In circumstances such as this the parties are permitted to sign the Deed of Assignment at different times. The Housing Officer should retain all forms until both parties have signed the Deed of Assignment and copies can then be sent to both parties accordingly.

5.2.12 The signing of the Deed of Assignment by the assignor to the assignee must be witnessed by an employee of Livv Housing Group. It must also be signed by an employee of Livv Housing Group and their signature witnessed by a colleague over the age of 18. There should be three copies of the Deed of Assignment, a copy should be given to both parties and one retained by Livv Housing Group.

5.2.13 Following the signing of the Deed of Assignment, the assignee should be advised that they have sole responsibility for the tenancy and that any interest in the tenancy previously held by the assignor has now ceased.

5.2.14 Following the completion of the Deed of Assignment, our records should be amended to remove the original tenant from the tenancy and the details of the new tenant should be input.

NB. This does not create a new tenancy agreement and the start date of the original tenancy will remain the same.

CONSENT DECLINED AFTER INVESTIGATION

5.2.15 Having considered all of the information available the Housing Officer should make a decision as to whether to give consent to the request or not. The Housing Officer should then proceed to complete the relevant section of the AR1 Form and inform their Line Manager of their recommendation that consent should be declined. The Line Manager should confirm that they are in agreement, or otherwise, by completing the relevant section of the AR1 Form.

5.2.16 The Housing Officer should then complete the Assignment Decision Letter as per **Appendix B**, and send this to the tenant.

5.2.17 Following the tenant being informed of the decision to decline assignment, should the tenant subsequently permanently leave the premises without giving

vacant possession to us the matter should be referred to a Line Manager to consider legal action.

5.3 **Assignment to a Potential Successor in relation to any other type of tenancy covered by this Procedure**

5.3.1 Normally only a request to assign the tenancy to a spouse, common law spouse, civil partner or common law civil partner will be investigated and in such circumstances the process within the relevant sections of 5.2 above should be followed.

5.3.2 Any request to assign the tenancy to a family member other than to a person mentioned in 5.3.1 above should be rejected and the tenant should be advised of this via the Assignment Decision letter as per **Appendix B**.

5.4 **Assignment in pursuance of a Court Order**

5.4.1 In certain matrimonial, civil partnership or Children Act proceedings the court can order for one party to assign the tenancy to another party. This transfer of tenancy can be ordered under the following legislation:

- (a) Matrimonial Causes Act 1973 – Section 24(1)
- (b) Matrimonial and Family Proceedings Act 1984
- (c) Children’s Act 1989 – Schedule 1
- (d) Family Law Act 1996

NB. All assignment requests arising from a court order will normally be approved automatically.

5.4.2 When such requests to assign the tenancy are received the Housing Officer should arrange to obtain a copy of the Court Order. This can be done either by a home visit or appointment at one of our offices. The person should be informed prior to the appointment that we require a copy of the Court Order and that one should be made available at the appointment.

5.4.3 In respect of assignments made under (a) (b) or (c) above, the assignment must be dealt with by a Deed of Assignment being completed as per **Appendix C**, in the usual manner with arrangements being made for this to be carried out as soon as possible.

5.4.4 The Deed of Assignment need not be signed at the same time and separate appointments/visits can be offered to the parties. The Housing Officer should retain all forms until both parties have signed the Deed of Assignment and copies can then be sent to both parties accordingly. However, ALL signatures must be witnessed and all parties must attend in person.

5.4.5 Upon completion of the Deed of Assignment our records must be updated with copies of the Court Order and Deed of Assignment. The original tenant must

be removed from the tenancy agreement and the new tenant inputted on the system.

NB. This does not create a new tenancy agreement and the original start date of the tenancy will remain the same.

5.4.6 In relation to assignments made under paragraph (d) above, where tenancies are assigned under the Family Law Act 1996 it is an order of the court that transfers the tenancy and there is no necessity to complete a Deed of Assignment.

5.4.7 The tenancy will be treated as having been transferred to the incoming tenant from the date specified within the Court Order. Therefore, a copy of the Order should be attached to the agreement and our systems updated to remove the original tenants details and input the incoming tenant's details.

NB. This does not create a new tenancy agreement and the start date of the original tenancy will remain the same.

6.0 Equality and Diversity Statement

6.1 We are committed to treating people fairly, without bias or discrimination, and always in accordance with the law. We promote equality of opportunity for all our customers and stakeholders, regardless of their race, gender, age, religious belief or non-religious belief, ethnic origin, disability, marital status, or sexual orientation. In addition to any statutory responsibilities under the Equality Action 2010 (and any other relevant legislation), we will always act in accordance with the provision it sets out in its own Equality and Diversity Policy.

6.2 This procedure has undergone an Equality Impact Assessment on, and has been duly amended where necessary.

7.0 Implementation

7.1 This Policy and Procedure will be effective from the date of approval. Livv Housing staff will be made aware of the Policy and Procedure at priority training and appropriate team training. Electronic copies of all relevant documents will be available on our intranet.

8.0 Monitoring and Review

8.1 The next review of this Policy and Procedure is scheduled for April 2020 and then every three years thereafter.

8.2 The review will be carried out by Business Manager Neighbourhoods & Income.

8.3 There will be an automatic review of this Policy and Procedure whenever there is a change of policy from Government or the Regulator of Social Housing or a change in legislation.

9.0 Relevant Documents/Links

- Appendix A Assignment Request Form (AR1) and letter
- Appendix B Assignment Decision Letter
- Appendix C Deed of Assignment
- Equality & Diversity Policy
- Tenancy Policy.

Appendix A – Livv Housing Group Assignment Procedure

Assignment Request form (AR1) and letter

[Address]

Dear [insert name of tenant(s)]

Re: Request for assignment of tenancy

I am writing to you in relation to your recent request for your tenancy agreement to be assigned to another person.

In order for us to consider your request I would draw your attention to the contents of this letter and would ask that you complete the enclosed Request Form if you wish to proceed.

Upon the return of the completed Request Form we will need to assess the following:

- whether or not your tenancy agreement is eligible for assignment;
- whether the potential assignee (person having the tenancy assigned to them) has the right to have the tenancy assigned to them;
- that you did not have the current tenancy assigned to you;
- that you did not succeed to the current tenancy after the stock Transfer from Knowsley Metropolitan Borough Council.

You should note that the potential assignee may need to provide proof of identification, and/or proof of residency at the property and so they should ensure that these documents are available to be provided at our request.

The following documents are deemed sufficient for proof of identification:

- Birth certificate
- Passport
- Driving Licence
- National Identity Card
- Medical Card
- Official Documentation (e.g. letter from solicitor/Benefits agency etc.)

The following documents are deemed sufficient for proof of residency at the property:

- Pay slips dated as per above
- Proof of receipt of benefits over the last 12 months
- Official documentation from doctor/hospital/solicitor dated as per above
- Utility bills in the assignee’s name dated as per above.

If you encounter any difficulty in completing the enclosed Request Form an appointment can be arranged for a Housing Officer to attend your property to complete the form with you. Alternatively, you can arrange an appointment to attend one of our offices to complete the form if this is more convenient to you. If either of these arrangements would be of assistance to you could you please contact **[insert name and number of Housing Officer]** to make the appropriate arrangements.

Upon receipt of your completed form your request will be considered and a decision will be made as soon as possible.

In the meantime, you remain the tenant of your property and you do not have the consent of Livv Housing Group to assign your tenancy.

PLEASE NOTE: Completing the Request Form does not mean that you have been given consent for the assignment of your tenancy agreement to take place. Please do not pack or make arrangements to move out of the property until you have received confirmation from Livv Housing Group that you have been given consent and you have signed the necessary paperwork.

If you have any questions in relation to the above or in relation to the completion of the form please contact me on **[insert telephone number]**.

Yours sincerely

.....
[Insert name of Housing Officer]
Enc.

Appendix A – Livv Housing Group Assignment Procedure Assignment Request form (AR1) and letter

Section 1 – Your tenancy details

Full Address of the property (including postcode)	
Full name of all tenants at this property	
Date your tenancy commenced with Livv Housing Group	
Type of tenancy you currently hold	

Section 2 – Names of all persons residing with you

Full name	Age	Relationship to you	Will they remain at the Property after assignment	If no, where will they live

Section 3 – Details of any previous assignment/succession

Was your current tenancy obtained through assignment to you, or did you succeed the previous tenant	Did the assignment/succession occur when the property was owned by Knowsley Borough Council or Livv Housing Group	Date of assignment or succession
YES/NO	YES/NO	

Section 4 – Details of person you wish to assign your tenancy to

Full name of person you wish to assign your tenancy to	
Relationship to you	
How long has this person lived at the property as their only or principle home	
Is this person already a Livv	

Housing Group tenant	
Does this person hold a tenancy agreement for any other property. If yes, please provide details of Landlord and property.	
Type of identification provided in support of identification e.g. Driving Licence, Passport etc.	
Type of identification provided in support of proof of residency e.g. Wage slip, proof of benefits etc	

Section 5 – Reasons for wishing to assign your tenancy agreement and are you aware of the consequences to you.

Can you explain why you wish to assign your tenancy agreement to another person	
Are you aware that if your tenancy agreement is assigned to another person your rights as the tenant of the property will cease to apply?	YES/NO

Please read the information and declaration below:

I/We confirm that it is my/our intention to have the tenancy agreement of assigned to..... on a permanent basis and that no money has or will change hands to facilitate this assignment. I/We understand that if either party to the assignment provides false information this could be seen as fraudulent and that Livv Housing Group could seek to bring any assigned tenancy agreement granted as a result of the false information to an end. In addition, by signing this form, I/we agree that Livv Housing Group will have the authority to contact any relevant authorities to obtain any information they deem necessary when dealing with this matter.

The tenant(s) (Assignor/s):

Signed
 Print name
 Dated

The person the tenancy will pass to (Assignee):

Signed
 Print name
 Dated

Approval: Group Director Team, August 2016
Responsible Officer: Executive Director – Customer Insight
Review date: February 2021

NB. If you have a Joint Tenancy this Form MUST be signed by all of the joint tenants.

NEXT STEPS:

Once we have received the completed form we will assess whether consent will be granted for you to assign your tenancy.

PLEASE RETURN THE COMPLETED FORM TO:

[Insert relevant office]

Appendix B – Livv Housing Group Assignment Procedure

Decision Letter

[Address]

Dear **[insert name of tenant(s)]**

Re: Request for assignment of tenancy

I am writing to you in relation to your recent request for your tenancy agreement to be assigned to another person.

Consent Granted:

I confirm that your request to assign your tenancy agreement to **[insert name]** has been granted. In order to formally complete the assignment of your tenancy agreement all parties to this matter must sign a Deed of Assignment. After this document is completed your tenancy agreement will be assigned to **[insert name]** and your rights as a tenant of the property will cease to apply

The Deed of Assignment can be completed at home or at one of our offices. Upon receipt of this letter could you please contact **[insert name of Housing Officer]** on **[insert telephone number]** in order to make arrangements for the signing of the Deed.

Delete paragraphs and heading if not applicable.

Consent Declined

Following consideration of the relevant documents Livv Housing Group will not provide its consent to allow you to assign your tenancy agreement to **[insert name]**.

Consent has been refused because of the following: *(delete whichever DO NOT apply)*

Due to the type of tenancy that you have Livv Housing Group does not permit an assignment to a family member other than to a spouse/common law spouse. Because your assignment request does not relate to a spouse/common law spouse your request has been rejected.

[insert name] does not have the right to have your tenancy agreement assigned to him/her he/she has not proven that they are your spouse/civil partner/qualifying family member.

[insert] did not provide sufficient documentation to demonstrate that they have been residing at the property as their only and principle home for **[insert time required]**.

[insert] did not provide sufficient documentation to proof their identity.

You are not entitled to assign your tenancy agreement to another person as the tenancy was previously passed to you by way of an assignment.

You are not entitled to assign your tenancy agreement to another person as you were granted your tenancy agreement by way of a succession.

If you have any questions in relation to the above please contact me on **[insert telephone number]**.

Yours sincerely

.....
[Insert name of Housing Officer]

Appendix C – Livv Housing Group Assignment Procedure

Deed of Assignment

ASSIGNMENT OF TENANCY – DEED OF ASSIGNMENT

This **DEED of ASSIGNMENT** is made on the day of 20

Between **Livv Housing Group** of Lakeview, Kings Business Park, Prescot, L34 1PJ.

(the Landlord)

and

.....and.....

(Existing Joint Tenants)

Of.....

and

.....

(Assignee/ new tenant)

Of

WHEREAS

1. By a Tenancy Agreement datedand made between Livv Housing Group, Lakeview, Kings Business Park, Prescot, L34 1PJ and the Existing Joint Tenants, and, the premises known as (the Premises) were let to the joint tenants under a Tenancy (The Tenancy) which contains an absolute prohibition on parting with the possession of the whole of the Premises.
2. The current weekly rent payable under the Tenancy Agreement is £..... and the Tenancy is otherwise subject to the Terms and Conditions contained in the Tenancy Agreement (a copy of which is attached).
3. The Existing Joint Tenants wish to assign the Tenancy to the Assignee/new tenant.
4. By joining in this Deed, the Landlord consents to such an assignment.

NOW, this Deed witnesses as follows:-

- i) The Existing Joint Tenants hereby assign the Tenancy to the Assignee/New Tenant to hold under an Assured Tenancy payable at the current rent and subject to the Terms and Conditions contained in the Tenancy Agreement.
- ii) The Assignee/New Tenant hereby agrees with the Existing Joint Tenants to pay the rent due at the times and in the manner specified in the Tenancy Agreement and to indemnify the Existing Joint Tenants against all actions and claims in respect of this tenancy.
- iii) This transaction does not form part of a larger transaction or series of transactions in respect of which the amount or value of the consideration exceeds £30,000.

IN WITNESS whereof the Landlord, Tenant(s) and the Assignee have signed this instrument as their deed in the presence of the persons mentioned below on the day and year first above written **SIGNED** and their **DEED** by:

SIGNED ON BEHALF OF THE LANDLORD

Signature

Print Name

EXISTING JOINT TENANTS

Signature (1).....

Print Name

Witnessed by

Signature

Print Name

Address

Occupation

AND

Signature (2)

Print Name

Witnessed by

Signature

Print Name

Address

Occupation

THE ASSIGNEE (New Tenant)

Signature

Print Name

Witnessed by

Signature

Print Name

Address

Occupation

MUTUAL EXCHANGES POLICY AND PROCEDURE

1. PURPOSE

- 1.1. This policy and procedure provides information and guidance to our staff dealing with mutual exchanges.

2. DEFINITIONS

- 2.1. A “Protected” tenancy is a tenant who transferred in the stock transfer from the Knowsley MBC to Livv Housing Group.
- 2.2. A ‘mutual exchange’ is a type of assignment. An assignment is where a tenant of one property transfers their rights and obligations under their tenancy to another person, who then becomes the tenant of that property. A mutual exchange is where tenants swap their tenancies legally with one another.
- 2.3. A tenant’s rights in relation to a mutual exchange are set out in detail in their respective tenancy agreement.

3. POLICY OBJECTIVES

- 3.1. We are committed to promoting mutual exchanges and will assist applicants in finding a suitable exchange. We will take part in national exchange programmes and these will be communicated to customers.
- 3.2. We will ensure that information about tenants’ right to exchange is available to all tenants.
- 3.3. Livv Housing Group staff can search the Housing Management system to seek a suitable match.
- 3.4. We will ensure that its housing stock is allocated and managed in a fair and proportionate way having regard to its Tenancy Policy, Allocations Policy and waiting list.
- 3.5. Tenants wishing to exchange will be required to complete the relevant Mutual Exchange Application form at **Appendix 8** or **Appendix 9**.
- 3.6. Where appropriate, we will have regard to the needs of those persons who are covered by this Policy who may be vulnerable by reason of a disability as defined by the Equality Act 2010.

4. PROCEDURE

Initial Enquiries

- 4.1. If a tenant requests a mutual exchange, the Admin Assistant should do an initial check to confirm that the tenant is eligible to exchange. Check the following:
 - 4.1.1. What tenancy agreement do they have and does it contain a right to exchange?
 - 4.1.2. If it is clear that the tenancy contains no right to exchange (for example, they are in their starter tenancy period) they should be advised in writing using **template letter 2** of the reason, and deleting the information that is not applicable.
 - 4.1.3. If the tenant has a right to exchange in their tenancy agreement and appears to be likely to be eligible to exchange or the tenant wants to apply anyway, send the application form to each of the exchange parties, asking them to return the application.

Processing the application

- 4.2. When a completed application form is received, enter the request on the Exchange Control sheet recording 42 days from when the form is returned. This is the deadline by which a decision must be made on the mutual exchange application.
 - 4.3. Send an acknowledgement letter to both parties (see **template letter 1**) to confirm the application is being processed.
5. Check which type of exchange process has to be followed. A table setting out the type of process that applies to different combinations of tenants exchanging with each other is at **Appendix 4**.
 6. Refer to paragraphs 6.3 and 6.4 for information about what exchanges fall under the Localism Act.

Process to Follow

7. Following reference to the table at Appendix 4, the processes are set out below:
 - 7.1 **Process 1 - When the applicant is a protected tenant of Livv Housing Group, and it is not a Localism Act Exchange.**
 - 7.1.1. All Livv Housing Group tenants who transferred from the Council have a right to exchange which states at clause 4:-

- 4 *“You have the right to transfer this Agreement to another tenant by way of an exchange with one other tenantas long as....*
- 4.1 *...and*
- 4.2 *...and*
- 4.3 *....and*
- 4.4 *you get our written consent before the transfer; and*
- 4.5 *you keep any reasonable conditions we attach to our consent which relate to the payment of outstanding Rent, putting right any breach of the Agreement or keeping any obligations of the Agreement and the transfer will not result in your Home being overcrowded at law or it being substantially underoccupied.*
- 4.6 *We shall only be entitled to withhold its consent to an exchange on the grounds in Schedule 3 Housing Act 1985.*
- 4.7 *....*
- 4.8 *We may not rely on the grounds in Schedule 3 unless it has, within 42 days of your application for consent, served on you a notice specifying the ground and giving details of it.*
- 4.9 *Apart from conditions about payment of outstanding Rent, putting right a breach of the Agreement or keeping an obligation of the Agreement, we will not attach any conditions to its consent and if it does that condition will be disregarded.”*

We will follow the process set out in Section 92 of the Housing Act 1985 and rely on the grounds set out in Schedule 3. The grounds for refusal are set out at **Appendix 1**.

- 6.1.2 Check if one of those grounds for refusal apply. For example, are there any possession orders, pending possession proceedings, injunction orders or other Court Orders against the tenant? Is there an anti-social behaviour injunction in place or pending? If so, refuse the exchange. **Template letter 2** should be sent.
- 6.1.3 If a ground for refusal does **not** apply, but there are arrears or there is a breach of tenancy (eg: repairs are required to the property to make good damage or disrepair) then consent must still be given but subject

to a condition that the arrears must be cleared or the breach of tenancy must be made good. Send **template letter 3** to confirm the decision.

6.1.4 If there is no ground to refuse the exchange and no condition that can be imposed, then follow the steps in sections 7 (investigations) and 8 (documentation to prepare).

6.2 Process 2 – Where the applicant is a Tenant of Livv Housing Group on an assured periodic tenancy agreement containing a right to exchange (but is not a protected tenant from the stock transfer) and where it is not a Localism Act Exchange.

6.2.1 Check the tenancy terms. Most agreements are likely to state

1.1 *“You have the right to transfer this Agreement to another tenant by way of an exchange with one other tenantas long as:-*

1.1.1 *..; and*

1.1.2 *...; and*

1.1.3 *...; and*

1.1.4 *you get our written consent before the transfer; and*

1.1.5 *you keep any reasonable conditions we attach to our consent and the transfer will not result in your Home being overcrowded at law or it being substantially under occupied.*

1.2 *We shall decide whether to give our consent in accordance with our relevant policy. A copy of the policy can be obtained from the Livv Housing Group”*

6.2.2 The Schedule 3 Grounds for refusal in the Housing Act 1985 do **not** apply to these tenants. We will use the grounds it has chosen to apply which are set out in **Appendix 2**.

6.2.3 If one of the grounds in Appendix 2 applies then send template **letter 2** confirming that the exchange is refused and on what ground.

6.2.4 If no grounds for refusal apply then follow the procedure at sections 7 (investigations) and 8 (documentation to prepare).

6.3 Process 3 – Where one tenant has an assured periodic or secure tenancy which began before 1 April 2012 and they apply for a mutual exchange with a tenant on a fixed term assured shorthold tenancy (or flexible tenancy) for a term of 2 years¹ or more at a social rent.

6.3.1 The Localism Act 2011 procedure applies to this mutual exchange. This statutory process **must** be complied with fully. This process is set out in Sections 158 and 159 of the Localism Act 2011 and Regulations have also been made which confirm which types of tenancy the new process does not apply to.

6.3.2 In summary the Localism Act will apply where

- at least 1 tenant has a secure or assured (non shorthold) tenancy which began before 1 April 2012; and
- at least 1 tenant has a (local authority) flexible tenancy **or** fixed term assured shorthold tenancy which is for 2 years or more and is at a social rent; and
- neither landlord has refused consent.

6.3.3 The Localism Act Mutual Exchange Provisions do **not** apply where one tenant has one of the following assured shorthold tenancies:-

- A Fixed Term Assured Shorthold Tenancy for less than 2 years;
- A Periodic Assured Shorthold Tenancy;

6.3.3.1 An Assured Shorthold Tenancy where the rent payable under the tenancy is:

- An affordable rent;
- An intermediate rent;
- A mortgage rescue rent; or

¹ The length of the remaining term is irrelevant.

- A shared ownership rent.

6.3.4 The new process requires surrender of each tenancy and grant of a new tenancy. Deeds of Assignment are **not** used.

6.3.5 The assured or secure tenant will retain their tenure status at the new home they exchange into as follows:

- An incoming secure local authority tenant must be granted a Livv Housing Group assured **periodic** tenancy.
- An incoming assured periodic tenant must be granted an assured periodic tenancy. (This is a requirement of para 2.8 of the Tenancy Standard in the RoSH Regulatory Framework unless moving into an affordable rent property.)
- If the incoming tenant is moving into a Livv Housing Group affordable rent tenancy then Livv Housing Group can grant them whatever type of tenancy is permitted under its tenancy policy.

6.3.6 The grounds for refusal under the Localism Act are set out in Schedule 14 of the Act. These grounds are repeated at **Appendix 3**. The Localism Act does not allow for any **conditions** to be imposed on consent. However rent arrears, damage to property or anti-social behaviour/breach of tenancy are themselves grounds for refusal.

6.3.7 If rent arrears exist, the request for a mutual exchange should be refused on the basis of ground 1 in Schedule 14 of the Localism Act.

6.3.8 If one of the grounds applies, then send the **template letter 2** to confirm why the mutual exchange is refused. If the tenant later clears the arrears, a new application has to be made.

6.3.9 If none of the grounds apply then follow the procedure at sections 7 (investigations) and 9 (documentation to prepare for a Localism Act exchange).

6.4 Process 4 – An exchange between an Affordable rent fixed term tenancy and an assured periodic tenancy.

6.4.1 An affordable rent fixed term tenancy is excluded from the Localism Act provisions. If they have a right to exchange in their tenancy agreements, then those exchanges would still be done by Deeds of

Assignment. See **section 8** (documentation to prepare). Also see example 3 in Section 10.

7 REFERENCE AND PROPERTY INSPECTION

References for exchanges involving a non-Livv Housing Group tenant

- 7.1 Send the Landlord's Reference form at **template document 5** to the landlord of the incoming tenant. Remind them of the 42 day timescale and when that expires. [Complete the "application for mutual exchange record" at **template letter 4** (optional).]
- 7.2 Respond to any request for a reference from the other landlord promptly by completing the form at **template document 5** or the other landlord's own reference form.
- 7.3 If the references received reveal anti-social behaviour or other concerns, then consider again if one of the grounds to refuse the mutual exchange apply.

Property Inspection for all Livv Housing Group tenants involved in the exchange

- 7.4 Arrange for a property inspection of the property (making sure this is within the 42 day time limit) in order to assess if any repairs need to be carried out or if there has been any damage to the property. Ask the [maintenance team] to prepare a list of any works the tenant is expected to carry out before the exchange is approved. If disrepair is identified, we should schedule repair works in the usual way.
- 7.5 Depending on the outcome of the property inspection, consider again whether one of the grounds for refusal applies.
- 7.6 We will not meet any costs resulting from the exchange other than repairs resulting from fair wear and tear. Such repairs will be carried out in accordance with priorities set by Livv Housing Group and once the exchange has taken place. Any fittings installed at the outgoing tenant's expense must be left or the original replaced. The properties involved in the exchange are accepted as seen. A decoration allowance will not be paid under any circumstances relating to a mutual exchange.

8 DOCUMENTATION TO PREPARE – NON LOCALISM ACT EXCHANGES

- 8.1 If the mutual exchange is approved (and is **not** a Localism Act exchange) then prepare the Licence to Assign and the Deed of Assignment at **Appendices 5 and 6**.

- 8.2 The Licence to Assign is Livv Housing Group’s permission to both tenants to assign their tenancy, and is signed by the incoming tenant (the “assignee”) and Livv Housing Group only. The outgoing tenant does not need to sign it.
- 8.3 The Deed of Assignment is not signed by Livv Housing Group, but is signed by both tenants to the exchange.
- 8.4 Fix a date for the Deed of Assignment to be signed and for the tenants to exchange keys and send a letter at template **letter 6** to confirm this. With that letter send the “completion of assignment/mutual exchange” form (at **template document 7**) which asks both tenants to sign to confirm they understand it is their responsibility to ensure all keys and security fobs are passed to the new tenant and asks the new tenant to confirm they accept the property in its present condition. The letter asks them to return that form in advance of the meeting or at the meeting.
- 8.5 Ask the incoming tenant (send template **letter 8**) to provide identity by bringing either a copy of a passport, a full driving licence, a full birth certificate or any letter from the DWP, Council Tax or Housing Benefit office dated within the past 3 months. This is to prevent identity fraud.
- 8.6 Send template **letter 9** to the other landlord (not relevant if both are Livv Housing Group tenants).
- 8.7 At the meeting, before the Deed of Assignment is completed, the [Lettings Coordinator] must explain the terms of the tenancy agreement the incoming tenant is taking over and the rent payment arrangements.
- 8.8 If Livv Housing Group’s tenancy is a joint tenancy then **both** joint tenants must be present and **both** must sign. If the incoming tenant is a joint tenant, then both tenants must be present and must sign.
- 8.9 When the Deed of Assignment is signed, the [Income and Welfare Officer] should meet separately with the new tenant to take any rent in advance payment and/or to provide confirmation of income entitlement to housing benefit and complete relevant housing benefit forms. Place the exchange documents onto the housefile. [scan onto system]

9 DOCUMENTATION TO PREPARE IF THE EXCHANGE IS A LOCALISM ACT EXCHANGE

9.1 Deeds of Assignment are not used and each tenant needs to surrender their tenancy to their own landlord. The same date should be agreed between each tenant and landlord for the signing of their documents to surrender their tenancy.

9.2 Liaise with the other landlord if the exchange involves a non-Livv Housing Group tenant to agree the sign up of the other tenant on the same day, if at all possible (unless the exchange is in another area of the Country and is not possible).

9.3 If both tenants are Livv Housing Group tenants then arrange to see them at the same time.

9.4 Ask Livv Housing Group's tenant to surrender using the Agreement to Surrender Form at **Appendix 7**.

9.5 The new tenancy to be granted to the incoming tenant must be as follows:

9.5.1 If they are a periodic assured or secure tenant already – offer them Livv Housing Group's assured periodic tenancy (**not** a starter tenancy and **not** a fixed term assured shorthold tenancy).

9.5.2 If they are a fixed term assured shorthold tenancy, then offer Livv Housing Group's starter tenancy.

10 EXAMPLES

1. Example One: Localism Act Exchange

- A lives in property 1 and is an assured periodic tenancy of Livv Housing Group, which began before 1 April 2012.
- B has a fixed term assured shorthold tenancy for 5 years, **not** on an affordable rent which began after 1 April 2012 in property 2 with another landlord.
- A and B have agreed to exchange with each other and the landlords both consent.

← EXCHANGE →

- Livv Housing Group completes an Agreement to Surrender with A. Livv Housing Group faxes/scans the Agreement to Surrender to B's landlord.
- B's landlord completes an Agreement/Deed of Surrender with B and

faxes/scans it to Livv Housing Group.

- Livv Housing Group then needs to see B to sign its starter tenancy. B is not legally entitled to demand any particular type of tenancy or rent level.
- B's landlord needs to see A to sign a new tenancy. B's landlord must grant A either an assured (or secure tenancy if a local authority) and not, for example, a starter tenancy. A's tenure is protected under the Localism Act. The rent level is however entirely a matter for [B/S] landlord.

2. **Example Two – Livv Housing Group Assured Periodic – with – Livv Housing Group protected tenant**

- Tenant C has an assured periodic tenancy with Livv Housing Group. Tenant D is a protected Livv Housing Group tenant who transferred to Livv Housing Group during the stock transfer.
- Livv Housing Group approves both exchanges.

← EXCHANGE →

- A Deed of Assignment should be completed together with a Licence to Assign for both tenant C and tenant D.
- After the assignment, tenant C will step into the protected tenancy agreement of tenant D. The terms that will apply to C are the protected tenancy terms but they will not have the Preserved Right to Buy.
- Tenant D will step into the tenancy terms held by tenant C and will therefore take over assured periodic tenancy terms.
- Tenant D retains their Preserved Right to Buy however, as this is a statutory right that travels with them within Livv Housing Group's stock, regardless of the terms and conditions of tenancy. No other protected rights set out in the stock transfer tenancy terms and conditions continue however.

3. **Example Three – Livv Housing Group Protected Tenant – with – 5 year AST at affordable rent of another landlord**

- Tenant E is an assured protected tenant with Livv Housing Group. Tenant F has a five year fixed term assured shorthold tenancy at an affordable rent, with another landlord. Both landlords consent.
- The Localism Act does not cover affordable rent tenancies and therefore

does not apply to this exchange. Deeds of Assignment should be used. Livv Housing Group need to complete a licence to assign for tenant E.

← EXCHANGE →

- Both tenants step into each other's shoes and take over each other's tenancy terms. Tenant F will not have the Preserved Right to Buy.
- Tenant E therefore needs to understand that they will be taking over a fixed term assured shorthold tenancy on an affordable rent which is almost certainly likely to have lesser rights and a higher rent. Livv Housing Group should seek to explain the consequences of the exchange to tenant E and advise them to take legal advice.

11 POST EXCHANGE

- 11.1 All Livv Housing Group tenants will receive a Post Exchange visit from a Housing Officer within 28 days of moving home.

12 REVIEW

- 12.1 This procedure will be reviewed every 2 years and is the responsibility of the Director of Landlord Services.

13 ASSOCIATED DOCUMENTS

Tenants Handbook

Equality and Diversity policy

Customer Care policy

APPENDIX 1 – Mutual Exchanges policy & procedure

PROCESS FOR PROTECTED TENANT APPLICANT OF Livv Housing Group – NON LOCALISM ACT EXCHANGE

Grounds for Refusal of Consent to Assignment by way of Mutual Exchange (Schedule 3 Housing Act 1985)²

Ground 1

The tenant or the proposed assignee is subject to an order of the court for the possession of the dwelling-house of which he is the secure tenant.

Ground 2

Proceedings have been begun for possession of the dwelling-house of which the tenant or the proposed assignee is the secure tenant on one or more of grounds 1 to 6 in Part I of Schedule 2 (grounds on which possession may be ordered despite absence of suitable alternative accommodation), or there has been served on the tenant or the proposed assignee a notice under section 83 [or 83ZA] (notice of proceedings for possession) which specifies one or more of those grounds and is still in force.

Ground 2ZA

Proceedings have been begun for possession of the dwelling-house, of which the tenant or the proposed assignee is the secure tenant, under section 84A (absolute ground for possession for anti-social behaviour), or there has been served on the tenant or the proposed assignee a notice under section 83ZA (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour) which is still in force.

Ground 2A

Either–

- (a) a relevant order², a suspended anti-social behaviour possession order or a suspended riot-related possession order is in force, or
- (b) an application is pending before any court for a relevant order, a demotion order, an anti-social behaviour possession order or a riot-related possession order to be made, in respect of the tenant or the proposed assignee or a person who is residing with either of them.

A “relevant order” means–

- an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour);
- an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour);
- an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords);

² All references to ‘secure’ tenancy should be read as ‘assured’ tenancy.

an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998;
an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003 [or section 27 of the Police and Justice Act 2006];
an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014;
an order under section 22 of that Act.

An “anti-social behaviour possession order” means an order for possession under Ground 2 in Schedule 2 to this Act or Ground 14 in Schedule 2 to the Housing Act 1988.

A “demotion order” means a demotion order under section 82A of this Act or section 6A of the Housing Act 1988.

A “riot-related possession order” means an order for possession under Ground 2ZA in Schedule 2 to this Act or Ground 14ZA in Schedule 2 to the Housing Act 1988.

Where the tenancy of the tenant or the proposed assignee is a joint tenancy, any reference to that person includes (where the context permits) a reference to any of the joint tenants.

Ground 2B

The dwelling-house is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.

Ground 3

The accommodation afforded by the dwelling house is substantially more extensive than is reasonably required by the proposed assignee.

Ground 4

The extent of the accommodation afforded by the dwelling house is not reasonably suitable to the needs of the proposed assignee and his family.

Ground 5

The dwelling-house—

(a) forms part of or is within the curtilage of a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and

(b) was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of—

the landlord,
a local authority,
a development corporation,
a housing action trust,
a Mayoral development corporation,
an urban development corporation, or
the governors of an aided school.

Ground 6

The landlord is a charity and the proposed assignee's occupation of the dwelling house would conflict with the objects of the charity.

Ground 7

The dwelling house has features which are substantially different from those of ordinary dwelling houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling house and if the assignment were made there would no longer be such a person residing in the dwelling house.

Ground 8

The landlord is a housing association or housing trust which lets dwelling houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to satisfy their need for housing and if the assignment were made there would no longer be such a person residing in the dwelling house.

Ground 9

The dwelling house is one of a group of dwelling houses which it is the practice of the landlord to let for occupation by persons with special needs and a social service or special facility is provided in close proximity to the group of dwelling houses in order to assist persons with those special needs and if the assignment were made there would no longer be a person with those special needs residing in the dwelling house.

Ground 10

The dwelling-house is the subject of a management agreement under which the manager is a housing association of which at least half the members are tenants of dwelling-houses subject to the agreement, at least half the tenants of the dwelling-houses are members of the association and the proposed assignee is not, and is not willing to become, a member of the association. Reference to a management agreement includes a section 247 or 249 arrangement, as defined by section 250A(6) of the Housing and Regeneration Act 2008.

APPENDIX 2 – Livv Housing Group Mutual Exchanges Policy & Procedure

PROCESS FOR NON-PROTECTED TENANT APPLICANT OF Livv Housing Group – NON LOCALISM ACT EXCHANGE

Grounds for Refusal of Mutual Exchange where Schedule 3 Housing Act 1985 and Localism Act DO NOT apply

Ground 1

This ground is that any rent lawfully due from a tenant under one of the existing tenancies has not been paid.

Ground 2

This ground is that an obligation under one of the existing tenancies has been broken or not performed.

Ground 3

This ground is that any of the relevant tenants is subject to an order of the court for possession of the dwelling-house let on that tenant's existing tenancy.

Ground 4 This ground is that either of the following conditions is met.

(2) The first condition is that:-

- (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and
- (b) possession is sought on one or more of grounds 1 to 6 in Part 1 of Schedule 2 to the Housing Act 1985 (grounds on which possession may be ordered despite absence of suitable accommodation).

(3) The second condition is that:-

- (a) a notice has been served on a relevant tenant under section 83 of that Act (notice of proceedings for possession), and
- (b) the notice specifies one or more of those grounds and is still in force.

Ground 4A

(1) This ground is that either of the following conditions is met.

(2) The first condition is that—

- (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and
- (b) possession is sought under section 84A of the Housing Act 1985 (absolute ground for possession for anti-social behaviour).

- (3) The second condition is that—
 - (a) a notice has been served on a relevant tenant under section 83ZA of that Act (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour), and
 - (b) the notice is still in force.

Ground 5

- (1) This ground is that either of the following conditions is met.
- (2) The first condition is that:-
 - (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is an assured tenancy, and
 - (b) possession is sought on one or more of the grounds in Part 2 of Schedule 2 to the Housing Act 1988 (grounds on which the court may order possession)
- (3) The second condition is that:-
 - (a) a notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession), and
 - (b) the notice specifies one or more of those grounds and is still in force.

Ground 5A

- (1) This ground is that either of the following conditions is met.
- (2) The first condition is that—
 - (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is an assured tenancy, and
 - (b) possession is sought on ground 7A in Part 1 of Schedule 2 to the Housing Act 1988 (absolute ground for possession for anti-social behaviour).
- (3) The second condition is that—
 - (a) a notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession), and
 - (b) the notice specifies ground 7A and is still in force.

Ground 6

- (1) This ground is that either of the following conditions is met.
- (2) The first condition is that a relevant order, a suspended anti-social behaviour possession order or a suspended riot-related possession

order is in force in respect of a relevant tenant or a person residing with a relevant tenant.

- (3) The second condition is that an application is pending before any court for a relevant order, a demotion order, an anti-social behaviour possession order or a riot-related possession order to be made in respect of a relevant tenant or a person residing with a relevant tenant.
- (4) In this paragraph—
a “relevant order” means—
- (a) an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour),
 - (b) an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour),
 - (c) an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords),
 - (d) an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998,
 - (e) an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003 [or section 27 of the Police and Justice Act 2006]
 - (f) an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, or
 - (g) an order under section 22 of that Act;

An “anti-social behaviour possession order” means an order for possession under Ground 2 in Schedule 2 to the Housing Act 1985 or Ground 14 in Schedule 2 to the Housing Act 1988.

A “demotion order” means a demotion order under section 82A of the Housing Act 1985 or section 6A of the Housing Act 1988;

A “riot-related possession order” means an order for possession under Ground 2ZA in Schedule 2 to the Housing Act 1985 or Ground 14ZA in Schedule 2 to the Housing Act 1988.

Ground 6A

This ground is that a dwelling-house let on an existing tenancy is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.

Ground 7

This ground is that the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is substantially more extensive than is reasonably required by the existing tenant or tenants to whom the tenancy is proposed to be granted.

Ground 8

This ground is that the extent of the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is not reasonably suitable to the needs of:-

- (a) the existing tenant or tenants to whom the tenancy is proposed to be granted, and
- (b) the family of that tenant or those tenants.

Ground 9

- (1) This ground is that the dwelling house proposed to be let on the new tenancy meets both of the following conditions.
- (2) The first condition is that the dwelling-house:-
 - (a) forms part of or is within the curtilage of a building that, or so much of it as is held by the landlord:-
 - (i) is held mainly for purposes other than housing purposes, and
 - (ii) consists mainly of accommodation other than housing accommodation, or
 - (b) is situated in a cemetery.
- (3) The second condition is that the dwelling-house was let to any tenant under the existing tenancy of that dwelling-house, or a predecessor in title of the tenant, in consequence of the tenant or the predecessor being in the employment of:-
 - (a) the landlord under the tenancy,
 - (b) a local authority,
 - (c) a development corporation,
 - (d) a housing action trust,
 - (e) an urban development corporation, or
 - (f) the governors of an aided school.

Ground 10

This ground is that the landlord is a charity and the occupation of the dwelling-house proposed to be let on the new tenancy by the relevant tenant or tenants to whom the new tenancy is proposed to be granted would conflict with the objects of the charity.

Ground 11

- (1) This ground is that both of the following conditions are met.
- (2) The first condition is that the dwelling-house proposed to be let on the new tenancy has features that:-
 - (a) are substantially different from those of ordinary dwelling-houses, and

(b) are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house.

- (3) The second condition is that if the new tenancy were granted there would no longer be such a person residing in the dwelling-house.

Ground 12

- (1) This ground is that both of the following conditions are met.
- (2) The first condition is that the landlord is a housing association or housing trust which lets dwelling-houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to meet their need for housing.
- (3) The second condition is that, if the new tenancy were granted, there would no longer be such a person residing in the dwelling-house proposed to be let on the new tenancy.

Ground 13

- (1) This ground is that all of the following conditions are met.
- (2) The first condition is that the dwelling-house proposed to be let on the new tenancy is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs.
- (3) The second condition is that a social service or special facility is provided in close proximity to the group of dwelling-houses to assist persons with those special needs.
- (4) The third condition is that if the new tenancy were granted there would no longer be a person with those special needs residing in the dwelling-house.

Ground 14

- (1) This ground is that all of the following conditions are met.
- (2) The first condition is that:-
- (a) the dwelling-house proposed to be let on the new tenancy is the subject of a management agreement under which the manager is a housing association, and
- (b) at least half the members of the association are tenants of dwelling-houses subject to the agreement.

- (3) The second condition is that at least half the tenants of the dwelling-houses are members of the association.
- (4) The third condition is that no relevant tenant to whom the new tenancy is proposed to be granted is, or is willing to become, a member of the association.
- (5) References in this paragraph to a management agreement include a section 247 or 249 arrangement as defined by 250A(6) of the Housing and Regeneration Act 2008.

Grounds Livv Housing Group has added:-

- (1) Where there is a Section 106 Agreement or other planning covenants in relation to the property or the estate on which the property is situated or planning restrictions which prohibit mutual exchange.
- (2) Where the incoming tenant will be under-occupying the property by any number of bedrooms.
- (3) Where the incoming tenant will be overcrowded in the property.
- (4) Where rechargeable repairs are required to the property and Livv Housing Group's tenant has either not carried out those repairs or has not paid the cost of the repairs carried out by Livv Housing Group.
- (5) Where it would not be in the interests of Livv Housing Group to grant consent to the exchange.

APPENDIX 3 – Livv Housing Group Mutual Exchanges Policy & Procedure

SCHEDULE 14 – LOCALISM ACT – GROUNDS ON WHICH LANDLORD MAY REFUSE TO SURRENDER AND GRANT TENANCIES UNDER SECTION 158

Ground 1

This ground is that any rent lawfully due from a tenant under one of the existing tenancies has not been paid.

Ground 2

This ground is that an obligation under one of the existing tenancies has been broken or not performed.

Ground 3

This ground is that any of the relevant tenants is subject to an order of the court for possession of the dwelling-house let on that tenant's existing tenancy.

Ground 4 This ground is that either of the following conditions is met.

(2) The first condition is that:-

- (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and
- (b) possession is sought on one or more of grounds 1 to 6 in Part 1 of Schedule 2 to the Housing Act 1985 (grounds on which possession may be ordered despite absence of suitable accommodation).

(3) The second condition is that:-

- (a) a notice has been served on a relevant tenant under section 83 of that Act (notice of proceedings for possession), and
- (b) the notice specifies one or more of those grounds and is still in force.

Ground 4A

(1) This ground is that either of the following conditions is met.

(2) The first condition is that—

- (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and
- (b) possession is sought under section 84A of the Housing Act 1985 (absolute ground for possession for anti-social behaviour).

(3) The second condition is that—

- (a) a notice has been served on a relevant tenant under section 83ZA of that Act (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour), and
- (b) the notice is still in force.

Ground 5

- (1) This ground is that either of the following conditions is met.
- (2) The first condition is that:-
 - (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is an assured tenancy, and
 - (b) possession is sought on one or more of the grounds in Part 2 of Schedule 2 to the Housing Act 1988 (grounds on which the court may order possession)
- (3) The second condition is that:-
 - (a) a notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession), and
 - (b) the notice specifies one or more of those grounds and is still in force.

Ground 5A

- (1) This ground is that either of the following conditions is met.
- (2) The first condition is that—
 - (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is an assured tenancy, and
 - (b) possession is sought on ground 7A in Part 1 of Schedule 2 to the Housing Act 1988 (absolute ground for possession for anti-social behaviour).
- (3) The second condition is that—
 - (a) a notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession), and
 - (b) the notice specifies ground 7A and is still in force.

Ground 6

- (1) This ground is that either of the following conditions is met.
- (2) The first condition is that a relevant order, a suspended anti-social behaviour possession order or a suspended riot-related possession order is in force in respect of a relevant tenant or a person residing with a relevant tenant.

- (3) The second condition is that an application is pending before any court for a relevant order, a demotion order, an anti-social behaviour possession order or a riot-related possession order to be made in respect of a relevant tenant or a person residing with a relevant tenant.
- (4) In this paragraph—
a “relevant order” means—
- (a) an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour),
 - (b) an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour),
 - (c) an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords),
 - (d) an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998,
 - (e) an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003 [or section 27 of the Police and Justice Act 2006]
 - (f) an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, or
 - (g) an order under section 22 of that Act;

An “anti-social behaviour possession order” means an order for possession under Ground 2 in Schedule 2 to the Housing Act 1985 or Ground 14 in Schedule 2 to the Housing Act 1988.

A “demotion order” means a demotion order under section 82A of the Housing Act 1985 or section 6A of the Housing Act 1988;

A “riot-related possession order” means an order for possession under Ground 2ZA in Schedule 2 to the Housing Act 1985 or Ground 14ZA in Schedule 2 to the Housing Act 1988.

Ground 6A

This ground is that a dwelling-house let on an existing tenancy is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.

Ground 7

This ground is that the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is substantially more extensive than is reasonably required by the existing tenant or tenants to whom the tenancy is proposed to be granted.

Ground 8

This ground is that the extent of the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is not reasonably suitable to the needs of:-

- (a) the existing tenant or tenants to whom the tenancy is proposed to be granted, and
- (b) the family of that tenant or those tenants.

Ground 9

(1) This ground is that the dwelling house proposed to be let on the new tenancy meets both of the following conditions.

(2) The first condition is that the dwelling-house:-

- (a) forms part of or is within the curtilage of a building that, or so much of it as is held by the landlord:-
 - (i) is held mainly for purposes other than housing purposes, and
 - (ii) consists mainly of accommodation other than housing accommodation, or
- (b) is situated in a cemetery.

(3) The second condition is that the dwelling-house was let to any tenant under the existing tenancy of that dwelling-house, or a predecessor in title of the tenant, in consequence of the tenant or the predecessor being in the employment of:-

- (a) the landlord under the tenancy,
- (b) a local authority,
- (c) a development corporation,
- (d) a housing action trust,
- (e) an urban development corporation, or
- (f) the governors of an aided school.

Ground 10

This ground is that the landlord is a charity and the occupation of the dwelling-house proposed to be let on the new tenancy by the relevant tenant or tenants to whom the new tenancy is proposed to be granted would conflict with the objects of the charity.

Ground 11

(1) This ground is that both of the following conditions are met.

(2) The first condition is that the dwelling-house proposed to be let on the new tenancy has features that:-

- (a) are substantially different from those of ordinary dwelling-houses, and

(b) are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house.

- (3) The second condition is that if the new tenancy were granted there would no longer be such a person residing in the dwelling-house.

Ground 12

- (1) This ground is that both of the following conditions are met.
- (2) The first condition is that the landlord is a housing association or housing trust which lets dwelling-houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to meet their need for housing.
- (3) The second condition is that, if the new tenancy were granted, there would no longer be such a person residing in the dwelling-house proposed to be let on the new tenancy.

Ground 13



- (1) This ground is that all of the following conditions are met.
- (2) The first condition is that the dwelling-house proposed to be let on the new tenancy is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs.
- (3) The second condition is that a social service or special facility is provided in close proximity to the group of dwelling-houses to assist persons with those special needs.
- (4) The third condition is that if the new tenancy were granted there would no longer be a person with those special needs residing in the dwelling-house.

Ground 14

- (1) This ground is that all of the following conditions are met.
- (2) The first condition is that:-
- (a) the dwelling-house proposed to be let on the new tenancy is the subject of a management agreement under which the manager is a housing association, and
- (b) at least half the members of the association are tenants of dwelling-houses subject to the agreement.

- (3) The second condition is that at least half the tenants of the dwelling-houses are members of the association.
- (4) The third condition is that no relevant tenant to whom the new tenancy is proposed to be granted is, or is willing to become, a member of the association.
- (5) References in this paragraph to a management agreement include a section 247 or 249 arrangement as defined by 250A(6) of the Housing and Regeneration Act 2008.

APPENDIX 4 - TABLE SHOWING EXAMPLES OF WHAT TYPE OF MUTUAL EXCHANGE PROCESS APPLIES WHEN – FOR LIVV HOUSING GROUP

Tenant 1 Current tenure 	Secure (pre 1/4/12)	Secure (post 1/4/12)	Livv Housing Group protected and/or other assured periodic tenant pre 1/4/12	Secure flexible (Local authority) (post 1/4/12)	Assured periodic (post 1/4/12 tenancies)	Fixed term AST Social Rent 2+ years
Tenant 2 Current tenure 						
Secure (pre 1/4/12 tenancies)			Deed of assignment Swap tenures	Surrender & Regrant 2 retains full tenure 1 discret ^y tenure ^(a)	Deed of assignment Swap tenures	Surrender & Regrant 2 retains full tenure 1 discret ^y tenure ^(a)
Secure (post 1/4/12 tenancies)			Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures
Secure flexible (Local Authority) (post 1/4/12)	Surrender & Regrant 1 retains full tenure 2 discret ^y tenure ^(a)	Deed of assignment Swap tenures	Surrender & Regrant 1 retains full tenure 2 discret ^y tenure ^(a)	Deed of assignment Swap (same) tenure	Deed of assignment Swap tenures	Deed of assignment Swap tenures
Assured periodic (pre 1/4/12)	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Surrender & regrant 2 retains full tenure 1 discret ^y tenure ^(a)	Deed of assignment Swap (same) tenure	Surrender & Regrant 2 retains full tenure 1 discret ^y tenure ^(a)
Assured periodic (post 1/4/12)	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap (same) tenure	Deed of assignment Swap tenures
Fixed term AST Social Rent 2+ years	Surrender & Regrant 1 retains full tenure 2 discret ^y tenure ^(a)	Deed of assignment Swap tenures	Surrender & Regrant 1 retains full tenure 2 discret ^y tenure ^(a)	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap (same) tenure
Fixed term AST or Affordable Rent	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures

APPENDIX 5 – Livv Housing Group Mutual Exchanges Policy & Procedure

Licence to Assign Tenancy

This Licence is made the day of 20

BETWEEN

- (A) **Livv Housing Group** (the “Landlord”) of Lakeview, Kings Business Park, Prescot, Knowsley, Merseyside, L34 1PJ;
- (B) **[insert name of current tenant(s)]** the “Tenant(s)”) of [*insert address*]; and
- (C) **[insert name of new tenant(s)]** (“the Assignee”) of [*insert address*].

WHEREAS:-

- I By an [assured/assured shorthold periodic/assured shorthold fixed term] tenancy agreement (the “Tenancy”) dated [*insert date*] and made between the Landlord of the one part and the Tenant(s) of the other part the Landlord granted an [assured/assured shorthold periodic/assured shorthold fixed term] tenancy of [*insert address*] (the “Property”) on the terms and conditions and subject to the payment of rent as set out in the Tenancy.
- II The current weekly rent payable under the Tenancy is £ and the Tenancy is otherwise subject to the terms and conditions contained in the Tenancy.
- III The Tenancy prohibits assignment of the Tenancy without the prior written consent of the Landlord.
- IV The Tenant(s) wishes to assign the Tenancy to the Assignee and the Landlord has agreed to give its consent on the terms set out in this Licence.

NOW IT IS AGREED as follows:-

- 1 In consideration of the covenant by the Assignee given in clause 2 below the Landlord hereby consents to the Tenant(s) assigning the Tenancy to the Assignee.

- 2 The Assignee hereby covenants with the Landlord to pay the rent due at the time and in the manner specified in the Tenancy [and to pay the current rent arrears of £ within 28 days] and to observe all the terms and conditions of the Tenancy.

- 3 In consideration of the covenant on the part of the Assignee given in clause 2 above the Landlord hereby releases the Tenant(s) from all liability in respect of the rent payable under the terms and conditions contained in the Tenancy.

- 4 This Licence shall not extend to any further assignment of the Tenancy and shall not affect or prejudice any of the terms and conditions contained in the Tenancy.

- 5 Where any party comprises more than one person the rights, obligations and liabilities of that person under this Deed shall be joint and several rights, obligations and liabilities of those persons.

IN WITNESS WHEREOF the parties hereto have executed this instrument as a Deed in the presence of the persons mentioned below on the day first before written.

SIGNED FOR AND ON BEHALF)
OF THE LANDLORD AS)
A DEED)

in the presence of:

Approval: Group Director Team, August 2016
Responsible Officer: Executive Director – Customer Insight
Review date: April 2020

SIGNED BY THE SAID ASSIGNEE)

AS A DEED)

in the presence of:)

APPENDIX 6 – Livv Housing Group Mutual Exchanges Policy & Procedure

Deed of Assignment

This Assignment is made the _____ day of _____ 200

BETWEEN

- (A) **[insert name of current tenant(s)]** (the “Tenant”) of [*insert address*]; and
- (B) **[insert name of new tenant(s)]** (“the Assignee”) of [*insert address*].

WHEREAS:-

- I By an [assured/assured shorthold periodic/assured shorthold fixed term] tenancy agreement (the “Tenancy”) dated [*insert date*] and made between Livv Housing Group of the one part and the Tenant of the other part, Livv Housing Group granted an [assured/assured shorthold periodic/assured shorthold fixed term] tenancy of [*insert address*] (the “Property”) on the terms and conditions subject to the payment of rent as set out in the Tenancy.
- II The current weekly rent payable under the Tenancy is £ _____ and the Tenancy is otherwise subject to the terms and conditions contained in the Tenancy.
- III The Tenant has agreed to assign the Tenancy to the Assignee in pursuance of this Agreement.

NOW IT IS AGREED as follows:-

- 1 The Tenant assigns the Tenancy to the Assignee for the Assignee to hold at the current rent and subject to the terms and conditions contained in the Tenancy.
- 2 The Assignee agrees with the Tenant to pay the rent at the times and in the manner specified in the Tenancy and to perform and observe all the terms and conditions of the Tenancy and to indemnify the Tenant against all actions and claims whatever on account of any omission to pay the rent or any breach of any of the terms of the Tenancy.
- 3 Where any party comprises more than one person the rights obligations and liabilities of that person under this Deed shall be joint and several rights obligations and liabilities of those persons.

IN WITNESS WHEREOF the Tenant(s) and the Assignee(s) have signed this instrument as their Deed in the presence of the persons mentioned below on the date written.

SIGNED BY THE SAID)
TENANT(S) AS A DEED)
in the presence of:)

Approval: Group Director Team, August 2016
Responsible Officer: Executive Director – Customer Insight
Review date: April 2020

SIGNED BY THE SAID)
ASSIGNEE(S) AS A DEED)
in the presence of:)

APPENDIX 7 – Livv Housing Group Mutual Exchanges Policy & Procedures

Agreement to Surrender

THIS AGREEMENT is made on (date)

BETWEEN

- (1)(name of tenant) of
.....(address) ('the Tenant') and
- (2) **Livv Housing Group** of Lakeview, Kings Business Park, Prescott, Knowsley, Merseyside, L34 1PJ ('the Landlord')

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

In this agreement:

- 1.1 'the Completion Date' means(*insert date when a new tenancy agreement with the incoming tenant is going to be signed in the mutual exchange*);
- 1.2 'the Tenancy' means the [Assured periodic/fixed term assured shorthold/other] Tenancy Agreement dated(*insert date*) made between the Tenant and the Landlord;
- 1.3 'the Property' means the [house or flat/other *insert description*] known as(*insert address*) comprised in the Tenancy Agreement;
- 1.4 where the Tenant comprises two or more persons, obligations expressed or implied to be made by or with the Tenant are deemed to be made by or with all persons jointly and severally;
- 1.5 words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa;
- 1.6 the clause, paragraph and schedule headings do not form part of this agreement and shall be ignored in its interpretation.
- 1.7 for the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this agreement, this agreement is not

intended to, and does not give any person who is not a party to it any right to enforce any of its provisions.

2 AGREEMENT TO SURRENDER

The Tenant, having had consent from the Landlord to do a mutual exchange pursuant to sections 158 and 159 of the Localism Act 2011, agrees to surrender the Tenancy granted by the Landlord and the Landlord agrees to accept that surrender on the Completion Date.

3 VACANT POSSESSION

The Tenant agrees to give vacant possession of the Property to the Landlord on the Completion Date, handing over to the Landlord/their representative all keys and locks and codes to enable the Landlord to have full access to and within the Property. The Landlord agrees not to regain occupation of the Property until the surrender is completed.

4 REIMBURSEMENT OF PAYMENTS IN CREDIT

The Landlord agrees to reimburse to the Tenant on the Completion Date any amount of advance rent or payment on account of service charge in respect of the Property attributable to a period after the Completion Date.

5 RIGHTS DURING THE TENANCY

The surrender of the Tenancy shall not affect the enforceability of the rights of the Landlord or the Tenant against each other in respect of any liability that has accrued before the Completion Date.

SIGNATURES

1 The Tenant Signature

Name

*If joint tenants – both **must** sign:*

2 The Tenant Signature

Name

On behalf of the Landlord Signature

Name

APPENDIX 8 – Livv Housing Group Mutual Exchanges Policy & Procedures

INTERNAL MUTUAL EXCHANGE REQUEST FORM (ME1)

The completed form and declaration must be returned to Head Office, Lakeview, Kings Business Park, Prescot, L34 1PJ

Section 1 – Your tenancy details

Full Address of the Property you wish to move from (including postcode)		
Full name of all tenants at this Property		
Date your tenancy commenced with Livv Housing Group		
Type of tenancy you currently hold (please tick)	Assured (transferred from Council)	
	Assured	
	Starter	
	Fixed Term	
Property Pool Plus Registration Number		
HomeSwapper Registration Number		

Section 2 – Names of all persons residing with you

Full name	Age	Relationship to you	Will they be moving with you?		If no, where will they live
			Yes	No	
			Yes	No	
			Yes	No	
			Yes	No	
			Yes	No	

Section 3 – Previous mutual exchange requests

Address	Date of request	Did the exchange proceed?

Section 4 – Reason for exchange and details about your tenancy

Why do you want to exchange from your current property? E.g. To move to a different area for work or family, type of property etc.			
Do you have any rent arrears?	Yes		Balance £ DR
	No		Balance £ CR
Does your property have any adaptations?	Yes		No
If yes, please state the type of adaptation(s)			
Have you been given a Notice Seeking Possession for a breach of tenancy or anti-social behaviour?	Yes		No
If yes, please state when and for what reason.			
Have you or anyone living with you or visiting you been taken to Court by Livv Housing Group?	Yes		No
If yes, please state when, for what reason and the outcome of the court case.			

Section 5 – Details of the tenant you wish to exchange with

Full Address of the Property (including postcode)	
Full name of all tenants at this Property	

Are they a Livv Housing Group tenant?	Yes		No	
Type of tenancy they hold (if known)	Assured (transferred from Council)			
(please tick)	Assured			
	Starter			
	Fixed Term			

Please read the information and declaration below:

I/We,, confirm that it is my/our intention to move into on a permanent basis, that no money has or will change hands to facilitate this exchange and that the information I/we have provided is correct. I/We understand that if either party to the exchange provides false information this could be seen as fraudulent and if I/We move into the said property without Livv Housing Group’s prior written consent that this will affect my/our status as an assured tenant and I/We could be made homeless.

In addition, by signing this form, I/we agree that Livv Housing Group will have the authority to share information about my/our tenancy which is relevant with the tenant(s) with whom I/we wish to exchange.

Signed
 Print name
 Dated

NB. If you have a Joint Tenancy this Form MUST be signed by all of the joint tenants.

NEXT STEPS:

Once we have received your application we will assess whether you are eligible for a Mutual Exchange.

PLEASE RETURN THE COMPLETED FORM TO:

**LIVV HOUSING GROUP, HEAD OFFICE, LAKEVIEW, KINGS BUSINESS PARK,
 PRESCOT, L34 1PJ**

APPENDIX 9 – Livv Housing Group Mutual Exchanges Policy & Procedure

EXTERNAL MUTUAL EXCHANGE REQUEST FORM (ME2)

The completed form and declaration must be returned to Livv Housing Group, Head Office, Lakeview, Kings Business Park, Prescot, L34 1PJ.

Section 1 – Your tenancy details

Full Address of the Property you wish to move from (including postcode)			
Full name of all tenants at this Property			
Date your tenancy commenced with Livv Housing Group			
Type of tenancy you currently hold (please tick)	Assured (transferred from Council)		
	Assured		
	Starter		
	Fixed Term		
Property Pool Plus Registration Number			
HomeSwapper Registration Number			

Section 2 – Names of all persons residing with you

Full name	Age	Relationship to you	Will they be moving with you?		If no, where will they live
			Yes	No	
			Yes	No	
			Yes	No	
			Yes	No	
			Yes	No	

Section 3 – Previous mutual exchange requests

Address	Date of request	Did the exchange proceed?

Section 4 – Reason for exchange and details about your tenancy

Why do you want to exchange from your current property? E.g. To move to a different area for work or family, type of property etc.			
Do you have any rent arrears?	Yes		Balance £ DR
	No		Balance £ CR
Does your property have any adaptations?	Yes		No
If yes, please state the type of adaptation(s)			
Have you been given a Notice Seeking Possession for a breach of tenancy or anti-social behaviour?	Yes		No
If yes, please state when and for what reason.			
Have you or anyone living with you or visiting you been taken to Court by Livv Housing Group?	Yes		No
If yes, please state when, for what reason and the outcome of the court case.			

Section 5 – Details of the non-Livv Housing Group tenant you wish to exchange with

Full Address of the Property	
------------------------------	--

(including postcode)				
Full name of all tenants at this Property				
Are they a Livv Housing Group tenant?	Yes		No	
If No, please insert full name and address of the tenant's Landlord (please note you can only request a mutual exchange with a tenant of another Social Landlord or Local Authority NOT a private tenant.				
Have you contacted their Landlord? If, yes, please give details				
Has the tenant's Landlord given their consent to their tenant exchanging?				
Type of tenancy they hold (if known) (please tick)	Assured (transferred from Council)			
	Assured			
	Secure			
	Starter			
	Introductory			
	Fixed Term			

Please read the information and declaration below:

I/We,, confirm that it is my/our intention to move into on a permanent basis, that no money has or will change hands to facilitate this exchange and that the information I/we have provided is correct. I/We understand that if either party to the exchange provides false information this could be seen as fraudulent and if I/We move into the said property without Livv Housing Group's prior written consent that this will affect my/our status as an assured tenant and I/We could be made homeless.

Approval: Group Director Team, August 2016
Responsible Officer: Executive Director – Customer Insight
Review date: April 2020

In addition, by signing this form, I/we agree that Livv Housing Group will have the authority to share information about my/our tenancy which is relevant with the tenant(s) with whom I/we wish to exchange.

Signed

Print name

Dated

NB. If you have a Joint Tenancy this Form MUST be signed by all of the joint tenants.

NEXT STEPS:

Once we have received your application we will assess whether you are eligible for a Mutual Exchange.

PLEASE RETURN THE COMPLETED FORM TO:

**LIVV HOUSING GROUP, HEAD OFFICE, LAKEVIEW, KINGS BUSINESS PARK,
PRESCOT, L34 1PJ**

Appendix 10 - TEMPLATE LETTERS AND DOCUMENTS

CONTENTS

1. Letter to acknowledge mutual exchange application.
2. Letter refusing mutual exchange with reasons.
3. Letter asking tenant to clear arrears/rectify breach of tenancy.
4. Summary of details of parties to mutual exchange.
5. Reference.
6. Letter proposing date for exchange and enclosing form to sign.
7. Completion of assignment/mutual exchange.
8. Letter to incoming tenancy confirming exchange agreed and asking for information.
9. Letter to landlord of incoming tenant – exchange agreed.

Appendix 10 - TEMPLATE LETTER 1

Address line 1

Date:

Address line 2

Our Ref:

Address line 3

Direct Dial:

Address line 4 Postcode

Dear Name

**Application for Mutual Exchange between xxxxxxxxxxxxxxxxxxxx &
xxxxxxxxxxxxxxxxxxxxxx**

Thank you for your recent application for a mutual exchange which we received on [].
This is now being processed and I will write to you again in due course. We will make a
decision within 42 days of the date we received your completed application.

If you have any questions meanwhile, please call me on {PHONE NUMBER}.

Yours sincerely,

Name

[Lettings & Tenancy Liaison Co-ordinator]

Appendix 10 - TEMPLATE LETTER 2

Mr/ Mrs Surname

Address line 1

Address line 2

Address line 3

Address line 4 Postcode

Date: (Today's date)

Our ref:

Direct dial:

Dear Mr/ Mrs Surname

Re: Mutual Exchange Application – Refusal

We have now considered your recent application for a mutual exchange with of . I am sorry to advise that we have to refuse your request. The reason for our decision is:

- [1. Your tenancy agreement does not contain a right to exchange.
2. One of the grounds for refusal set out in our policy applies. The relevant ground is set out below (cut and paste from Appendix of grounds that applies to this exchange – use Appendix 1 if a protected tenancy or tenancy where the MX clause refers to Schedule 3 Housing Act 1985; Appendix 2 if an assured tenancy and Appendix 3 if a Localism Act exchange).
3. The person you are applying to exchange with has [not provided satisfactory references/a tenancy related issue has come to light].]

I appreciate this may be disappointing for you but you can continue to search for a suitable mutual exchange using [Homeswapper (web-site www.homeswapper.co.uk)]

[(If relying on 2 above) – A fresh application can be considered once rent arrears are cleared [or the breach of tenancy is dealt with].

If I can be of any further help to you, please ring me on

Yours sincerely

Your Name

[Senior Lettings Co-ordinator]

Appendix 10 - TEMPLATE LETTER 3

(Consent on conditions)

Date: (Today’s date)
Your ref:
Our ref:
Direct dial:

Mr / Mrs Surname
Address line 1
Address line 2
Address line 3
Address line 4 Postcode

Dear Name

Application for Mutual Exchange between xxxxxxxxxxxxxxxx & xxxxxxxxxxxxxxxx

Thank you for your recent application for a mutual exchange. It has come to my attention that as at today’s date [you owe Livv Housing Group £xxx.xx. We will only agree the exchange on condition that you clear the arrears [in full].

You are in breach of tenancy as a result of [damage to your home; refusal of access to inspect/repair; other breach of tenancy.] Please correct this breach of tenancy by [insert action to be taken]. If you do not take any action, the mutual exchange cannot proceed.

If you have any questions meanwhile, please call me on [PHONE NUMBER].

Yours sincerely,

**[Officer
Lettings Co-ordinator]**

Appendix 10 - TEMPLATE LETTER 4

APPLICATION FOR MUTUAL EXCHANGE

I have received an application for a mutual exchange

- **Within the borough**
- **With another local authority / Housing Association xx**
- **With another Livv Housing Group tenant**

Details of Case: Households and present accommodation:

**Tenant:
Address:
Property:
Household:**

Wishes to exchange with:

**Tenant:
Address:
Property:
Household:**

Landlord

Tenants wish to exchange for mutual benefit.

.....**Date**.....

Appendix 10 - TEMPLATE LETTER 5 – Landlord’s Reference

Mr / Mrs Surname

Address line 1

Address line 2

Address line 3

Address line 4 Postcode

Date: (Today’s date)

Your ref:

Our ref:

Direct dial:

Assignment by way of Mutual Exchange between:

Landlords Reference

Name:

Address:

Date Tenancy Commenced:

Joint Tenancy:

Family Details	Tenant/Relationship to Tenant	Title	Date of Birth

Type of Property:

Number of Bedrooms:

Any Adaptations:

Pets:

TENANCY MANAGEMENT

Is there a current Notice Seeking Possession in force?

If ‘Yes’ on what grounds?

Is there a current Possession Order in place?

If 'Yes' on what grounds?

Current Weekly Rent:

Current Balance:

Has the tenancy been managed satisfactorily?

Has there been a NOSP served on grounds for nuisance or anti-social behaviour recently?

Has an injunction for ASB or an ASBO been obtained or is it in the process of being applied for?

Are there any circumstances which would engage any of the Grounds or reasons at Appendix 2 or Appendix 3 of the Mutual Exchanges Policy and Procedure?

If yes please give details:

Signed:

Name:

Job Title:

Date:

Appendix 10 - TEMPLATE LETTER 6

Mr / Mrs Surname

Address line 1

Address line 2

Address line 3

Address line 4 Postcode

Date: (Today's date)

Your ref:

Our ref:

Direct dial:

Dear Name

Application between; Yourself - &

I would like to confirm that we are now able to agree the requested mutual exchange. We have suggested a Tenancy start date of Monday xxxxx 20 . You should hear from xxxxxxx about a time on which to attend their offices to sign your new tenancy documents. An appointment has been booked for xxxxxxxx at xxpm for you to come into our office to sign [the Licence to Assign and Deed of Assignment] [OR if Localism Act exchange – to sign an Agreement to Surrender]. **Please ensure that your rent account is showing a nil balance on the date of transfer, failure to do so could result in the exchange being denied or delayed.**

Please sign and return the enclosed form which confirms the details of the exchange.

Please be advised that no exchange legally takes place until the Legal Documents have been signed. Do NOT move house before this date.

May I also take this opportunity to wish you every happiness in your new home.

Yours sincerely,

**[Officer
Lettings Coordinator]**

Appendix 10 - TEMPLATE LETTER 7

COMPLETION OF ASSIGNMENT/MUTUAL EXCHANGE

Tenant/s (1)	
---------------------	--

Address	

Landlord	
-----------------	--

Exchanging with:

Tenant/s (2)	
---------------------	--

Address	

Landlord	
-----------------	--

Date of Assignment of Tenancy	
--------------------------------------	--

I/we have requested the above Mutual Exchange. The date of the Tenancy Assignment (Mutual Exchange) has been agreed by all parties concerned. I/we understand that arrangement for the exchange of keys is to be made between ourselves.

I/we understand that it is my/our responsibility to ensure all keys and security fobs are passed to the new tenant as Livv Housing Group will not undertake lock changes or supply missing keys.

I/we confirm that I/we agree to accept the property in its present condition and that Livv Housing Group will only carry out repairs as stated in the Tenancy Agreement.

Tenant/s signature	
Signed on behalf of Livv Housing Group	

Appendix 10 - TEMPLATE LETTER 8

Mr / Mrs Surname

Address line 1

Address line 2

Address line 3

Address line 4 Postcode

Date: (Today's date)

Your ref:

Our ref:

Direct dial:

Dear Name

Application for mutual exchange between: &

I am pleased to confirm that your mutual exchange with our tenant has now been agreed.

Please note: Your new tenancy will start on [date].
The weekly charge for the property will be £XXX.
You will need to pay two weeks charge in advance.

Please remember that for the exchange to take place:

- all parties must sign their [assignment documents/new tenancy agreements];
- please make sure that your balance is £0.00 on the day of transfer; and
- you accept the property in the condition it is left in. We will not be liable for any redecoration or special improvements.

Signing the new tenancy agreement

We will arrange for you to come in to Scania House and sign the paperwork as soon as possible. You will need to sign [a Licence to Assign and Deed of Assignment/OR (if a Localism Act exchange) a Termination of Tenancy form with your existing landlord for your current address and a Tenancy Agreement with Livv Housing Group for your new address.]

Please bring **two** forms of identification. One of these must confirm your current address and one must include a photograph. Acceptable ID includes a passport, paper driving licence, birth certificate, a recent bank statement/utility bill or a letter from the DWP, Council tax or Housing benefit offices dated within the last 3 months.

Safety in your home

Please note: We will make an appointment for a gas & electricity safety inspection as soon as possible after the exchange.

Housing benefit

Approval: Group Director Team, August 2016

Responsible Officer: Executive Director – Customer Insight

Review date: April 2020

If you think you are entitled to housing benefit you will need to complete a form when you come in to sign your tenancy agreement. We have enclosed a checklist of documents to bring with you when you come in sign your new tenancy agreement.

If you have any questions please call me on {PHONE NUMBER}.

Yours sincerely,

**Officer
Lettings Co-ordinator**

Appendix 10 - TEMPLATE LETTER 9

Mr/ Mrs Surname

Address line 1

Address line 2

Address line 3

Address line 4 Postcode

Date: (Today's date)

Our ref:

Direct dial:

Dear (landlord for incoming tenant if not also
Livv Housing Group)

Application for Mutual Exchange between:

I confirm that the above Mutual Exchange has now been agreed.

The new tenancies will start on Monday xxx, which I hope is acceptable to all parties. I have asked both tenants to come into our offices on xxxx at xxxx to sign the relevant paperwork. (As this is a Localism Act exchange, once our tenant has signed our Agreement to Surrender, they need to sign their new tenancy agreement with you. Your tenant needs to surrender their tenancy with you before signing our new agreement. We suggest if possible you arrange for sign up on the same day).*

I have written to xxx and xxx confirming the Mutual Exchange.

Should you need any further information, please do not hesitate to contact me on

Yours sincerely,

[Lettings Co-ordinator]

(* delete text in () if not a Localism Act exchange.)

Sole to Joint & Joint to Sole Tenancy Requests Policy

Introduction

- 1.1 Livv Housing Group is committed to providing an effective and efficient service to its customers that includes the provision of advice on their rights provided within the tenancy agreement.
- 1.2 This Policy deals with the following scenarios:
 - 1.2.1 A request from sole Assured Tenant (i.e. a tenant who became tenants of Livv Housing Group after the date of the stock transfer from Knowsley Metropolitan Borough Council or a tenant who have successfully completed 12 months as a Livv Housing Group tenant) for a Joint Tenancy.
 - 1.2.2 A request by an existing Livv Housing Group joint tenant for the tenancy to become a sole tenancy.
- 1.3 This Policy does not apply to the following sole tenants with the tenancy agreements list below whose requests for a Joint Tenancy will generally be rejected:
 - Starter Tenant
 - Assured Shorthold Tenant

Policy

Sole to Joint tenancy requests

- 2.1 We do not have any obligation to create a Joint Tenancy following a request from a sole tenant and agreement to do so is therefore entirely at the discretion of Livv Housing Group.
- 2.2 Without prejudice to 2.1 above, when considering a request for a Joint Tenancy from an existing sole Assured Tenant we will have regard to our Lettings Policy, waiting lists and those matters set out at 2.3.1 to 2.3.5 below.
- 2.3 We will consider creating a Joint Tenancy in the following situations:
 - 2.3.1 Where a sole Assured Tenant marries, this includes civil partnerships so long as the marriage or civil partnership certificate can be produced;
 - 2.3.2 A sole Assured Tenant who has formed a permanent relationship with a co-habiting partner (of the same or opposite sex) who has lived at the Assured Tenant's property for a minimum of 12 months or more. Evidence of residence and that the tenant and partner have been living together as a couple must be produced at the time the request is made.

- 2.3.3 Any sole Assured Tenant who cannot provide the necessary evidence of residence as referred to in 2.3.2 above will have their request registered and then re-considered by ourselves after a period of 12 months from the date when proof of continued cohabitation can be provided.
- 2.3.4 Where it would not be in the interests of Livv Housing Group to allow the request for a Joint Tenancy, the request will normally be rejected. The following is a non-exhaustive list of when it may not be in the interests of Livv Housing Group to allow the request:
- Where the sole Assured Tenant is in rent arrears;
 - Where there has been a breach (for any reason) of the Assured Tenant's tenancy agreement;
 - One or both parties have not lived at the property for at least 12 months;
 - The proposed Joint Tenant is not a spouse or co habiting partner;
 - The creation of a Joint Tenancy will cause overcrowding at the property;
 - Where the proposed Joint Tenant has been evicted from a Livv Housing Group property, another Local Authority or Social Housing tenancy for any reason;
 - Where the property has been specifically adapted or classified as suitable for the elderly or disabled and the proposed Joint Tenant does not meet the necessary criteria.
- 2.4 If a request from a sole Assured Tenant for a Joint Tenancy is approved we will normally expect the sole tenant to surrender their sole tenancy and a new Joint Tenancy should be signed.
- 2.5 In implementing this Livv Housing Group staff will have regard to our Customer Care and Equality and Diversity Policies.

Joint to sole tenancy requests

- 2.6 In relation to request to convert a joint tenancy to a sole tenancy, all requests from Livv Housing Group tenants regardless of tenure type or length of occupation should be dealt with under this Policy. This is subject to the tenancy agreement permitting assignment to a potential successor and/or assignment pursuant to a relevant court order, whichever is relevant.
- 2.7 Where all Joint Tenants agree the request will be dealt with under our Assignment Policy and Procedure. For the avoidance of doubt the criteria under our Assignment Policy and Procedure must be met in order for the request to be approved.
- 2.8 Where we receive a relevant court order which provides or requests that a Joint Tenancy be transferred into the sole name of one of the tenants, this will be dealt with under our Assignment Policy and Procedure. For the avoidance of doubt the criteria under our Assignment Policy and Procedure must be met in order for the request to be approved.

- 2.9 Where one Joint Tenant has died, the request will be dealt with under our Succession Policy and Procedure. For the avoidance of doubt the criteria under our Succession Policy and Procedure must be met in order for the request to be approved.
- 2.10 Where a request is received from only 1 joint tenant to have their named removed from the joint tenancy and they do not have the agreement of the other joint tenant(s) or they do not have a relevant court order (see Assignment Policy and Procedure for further information), they will be informed that the only way in which this can be done is if they provide Livv Housing Group with a valid Notice to Quit (NTQ).
- 2.11 Where 1 joint tenant serves on Livv Housing Group a valid NTQ, we will end the joint tenancy on the expiry of the NTQ and will, in its absolute discretion, decide whether or not it is in the interests of Livv Housing Group to offer the remaining former joint tenant(s) a tenancy of a property of Livv Housing Group having regard to its Allocations Policy, its waiting lists and those matters referred to in 2.12 below. For the avoidance of doubt if an offer of a tenancy is made to the remaining joint tenant(s) the type of tenancy offered will be the standard tenancy offered to new tenants of Livv Housing Group.
- 2.12 Without prejudice to 2.11 above, the types of factors we will have regard to in deciding not to offer the remaining joint tenant(s) a tenancy include (this is a non-exhaustive list):
- Where rent arrears have accrued under the original joint tenancy;
 - Where we have served a relevant legal Notice as a first step to recovering possession of the property (e.g. Notice Seeking Possession had been served (for any reason));
 - Where there has been reports of anti-social behaviour or any other breaches of tenancy;
 - Where there is an outright or suspended Possession Order (made for any reason);
 - Where the remaining joint tenant(s) does not occupy the property as their only or principal home.
- 2.12 If we decide that it would not be in our interests to offer the remaining joint tenant(s) a tenancy we will commence possession proceedings should the former joint tenant(s) refuse to give up possession of the property.

Equality and Diversity Statement

- 3.1 We are committed to treating people fairly, without bias or discrimination, and always in accordance with the law. We promote equality of opportunity for all our customers and stakeholders, regardless of this race, gender, age, religious belief or non-religious belief, ethnic origin, disability, marital status, or sexual orientation. In addition to any statutory responsibilities under the Equality Action 2010 (and any other relevant legislation), we will always act in accordance with the provision it sets out in its own Equality and Diversity Policy.

- 3.2 This procedure has undergone an Equality Impact Assessment, and has been duly amended where necessary.

Implementation & Responsibility

- 4.1 This Policy and Procedure will be effective from the date of approval.
- 4.2 Livv Housing Group staff will be made aware of the Policy and Procedure at priority training and appropriate team training. Electronic copies of all relevant documents will be available on our intranet.
- 4.3 It will be the responsibility of the Director of Housing and Neighbourhoods to ensure that this Policy is applied effectively and that staff receive appropriate training.

Monitoring and Review

- 5.1 The next review of this Policy and Procedure is scheduled for April 2020 and then every three years thereafter.
- 5.2 The review will be carried out by the Head of Neighbourhoods.
- 5.3 There will be an automatic review of this Policy and Procedure whenever there is a change of policy from Government or the Regulator of Social Housing or a change in legislation.

Relevant Documents

- 6.1 The following are relevant documents:
- Assignment Policy & Procedure
 - Succession Policy & Procedure
 - Equality and Diversity Policy
 - Lettings Policy

Abandonment Procedure

What is a Procedure?

- A Procedure is about controlling activities that involve material risk.
- A Procedure describes “the right way to do it”.
- It should only control activities that involve material risk – safety, security, financial loss, probity, accountability, reputation.
- A Procedure should be auditable i.e. it should be possible after the event to check that the key controls in the Procedure have been carried out.
- It is appreciated that there will be circumstances when good judgement will over-ride a Procedure and this is a key part of the underlying philosophy of Livv Housing Group. However, where good judgement takes precedence over a Procedure, there must be a clear audit trail of the reasoning.

1.0 Purpose & Scope

The purpose this Procedure is to set out the steps to be taken to identify and deal with properties that may have been abandoned by a tenant.

The Procedure should be used in relation to all of our properties were the tenant has signed a tenancy agreement with Livv Housing Group.

In relation to a joint tenancy all of the tenants must have stopped using the property as their only or principal home. If one joint tenant remains in occupation the property will not have been abandoned and this Procedure will not apply.

2.0 Risks

This Procedure aims to ensure that the correct process is used to deal with suspected abandoned properties to safeguard tenant’s rights and to avoid a possible unlawful eviction claim against Livv Housing Group.

3.0 Definitions

“Abandonment” is defined for the purpose of this Procedure as occurring when a tenant leaves their property (i.e. stops using it as their only or principal home) and either they do not inform Livv Housing Group that they have left or they have not followed the correct procedure to terminate their tenancy.

4.0 References

Housing Act 1988
Protection from Harassment Act 1977
Torts (Interference of Goods) Act 1977

5.0 Procedures & Controls

5.1 General Information

This Procedure deals with the situations where we believe that a tenant has abandoned their property and either:

- (a) the tenant has not informed Livv Housing Group that they have left; or
- (b) the tenant has informed Livv Housing Group they are leaving the property but they

have not followed the correct procedure to terminate their tenancy and they have left.

The Housing Officer responsible for the property will have responsibility for investigating and taking action in cases of suspected abandonment. Any other officer who believes that a property owned by Livv Housing Group has been abandoned should advise the Housing Officer responsible for the property by email/telephone as soon as possible. The Housing Officer should then follow this Procedure.

5.2 Legal Position

A tenant's security of tenure as an assured tenant is put at risk if they fail to occupy their property as their only or principle home. It will be our responsibility to establish on the balance of probabilities that the tenant has left their property and has no intention to return prior to Livv Housing Group taking action to formally end the tenancy.

Even though a tenant may not physically be living at their property, they may nevertheless still have security of tenure if they have a genuine intention to return and there are physical signs (e.g. furniture in the property etc.) that they are still living at their property.

A tenant, through their actions (e.g. moving all of their belongings out, telling neighbours they are/have left etc.) may have acted in such an unequivocal way as to demonstrate that they intended to impliedly surrender their tenancy. In certain circumstances, we may choose to accept this surrender by ending the tenant's rent account and thereafter re-letting the property, without obtaining a Possession Order from the Court to formally terminate the tenancy. This process is set out in more detail below.

NB. If we choose to terminate the tenancy without first obtaining a Possession Order and to be able to successfully defend any unlawful eviction claim brought by the tenant, the Housing Officer must collect enough evidence to show they believed and had reasonable cause to believe that the tenant no longer lived at the property and had no intention to return.

Procedure A (where a tenant has abandoned and has NOT informed Livv Housing Group that they were leaving)

5.3 Stage One - Investigation

Attempts to contact the tenant/next of kin -

If a property is suspected of having been abandoned, the Housing Officer shall attempt to make contact with the tenant by telephone on the day they have been notified of the abandonment. If contact is made with the tenant a home visit should be undertaken as soon as reasonably practicable to confirm that the tenant is still occupying the property. Thereafter, the situation can be monitored at the discretion of the Housing Officer and this Procedure followed again if/when the Housing Officer believes the tenant has abandoned. The Housing Officer should make file notes of any conversations they have.

In the event the Housing Officer fails to make contact with the tenant, the Housing Officer should attempt to make contact with the tenant's next of kin, other relative or

any support agency involved with the tenant if this information is clear from the tenant's house file in order to ascertain whether the tenant is still living at the property. The Housing Officer should make file notes of any conversations they have.

If no contact is made with any other appropriate person/agency or if the Housing Officer still has reason to believe the property by have been abandoned, the Housing Officer should undertake home visits to the property over a reasonable period (e.g. 7-14 days) with the first as soon as reasonably practicable (i.e. usually within 3 days of first being notified of the suspected abandonment) and thereafter the necessary checks should be undertaken to clarify the status of the property (see below under the heading 'At the property'). It will be at the Housing Officer's discretion how many home visits to carry out.

NB. It is important that all suspected abandoned property cases are investigated correctly as it may fall to Livv Housing Group to prove that the tenant was no longer occupying the property as their only or principle home should Livv Housing Group be sued for unlawful eviction. As such, accurate records should be taken of all investigations.

All checks and relevant information should be recorded on the 'Suspect Abandoned Investigation Form' (see **Appendix 1** for this form).

At the property –

The Housing Officer should visit the property on different days and at different times of day to check for signs of occupation or abandonment. Consideration should be given to the following (this is not an exhaustive list):

- Can anything be seen through the windows such as furniture or does the property look empty?
- Is the garden overgrown?
- Are any lights on/windows open?
- Is there any post behind the door?
- Is there rubbish in the bins?

NB. If during any of the home visits the property is found to be insecure the Housing Officer should follow the procedure set out at 5.4.

The Housing Officer should also try to speak to neighbours to confirm:

- When they last saw the tenant?
- Have they been informed by the tenant, friends and family that the tenant is not returning? if so, they should be asked to confirm this in writing.
- Whether they know of any reasons why the tenant may not be returning? Do they know that the tenant is living in another location for work, prison, relationship, etc.?

Photographs should be taken at the property on each visit and the visit logged onto the Suspected Abandonment Investigation Form. The photographs should be saved to relevant file for the property on our internal computer system and the date and time they were taken should be logged.

A 'No Access Card' must be left at the property on each visit requesting the tenant contact us within 2 days.

At the office –

Following being notified of the possible abandonment and during the same period that the Housing Officer is conducting home visits to the property, the Housing Officer should also make the following checks/actions should be undertaken:

- Check interactions to find out if there has been any recent contact from or with the tenant, e.g. due to repairs etc.
- Check the rent account. If Housing Benefit has stopped check with the Income Team to confirm what action has been taken to date. If Housing Benefit confirms the tenant is claiming at another address and the forwarding address is in the Knowsley area the Housing Officer should try and make every effort to make contact with the tenant and obtain a signed Tenancy Termination Form and make arrangements to collect the keys from the tenant and also ask the tenant to sign a key relinquishment form. If possible Housing Benefit should be asked to confirm the information to Livv Housing Group via email.
- If appropriate, checks should be made with schools, Social Services or other external agencies to try and find out the whereabouts of the tenant.

5.4 Insecure property

If the property is found to be insecure the Housing Officer should arrange for an emergency lock change by telephone to the contact centre and also arrange for gas and electricity make safes through F & AM Empty Homes Team (FAMVoidsTeam@firstark.com) and order suitable security. If possible at the lock change the Housing Officer should try and take photographs of the property and ascertain what belongings remain in the property, a full inventory should be made.

Where the property has been secured/the locks changed a letter should be pinned to the door (**Appendix 2**) advising the tenant to contact our office and an interaction can be raised on our internal computer system.

5.5 Stage Two - 7 Day Letter

If from the above checks there appears to be evidence of abandonment, then a 7-day letter (**Appendix 3**) should be left at the property either at the last visit or as soon as possible afterwards.

If there are indications that the tenant may have moved to another address, a copy of this letter should also be sent to that address by 1st class post.

Following the 7 day letter being sent, the Housing Officer should continue to visit the property at different times of day throughout this period to check for signs of whether the tenant has returned to the property.

The Housing Officer should record all subsequent visits on the Suspect Abandonment Investigation Form.

Contact made following 7 day letter

- If as a result of the letter the tenant contacts Livv Housing Group and the Housing Officer is satisfied following discussions with the tenant that they are still living at the property, this should be recorded on the Suspect Abandonment Investigation Form and no further action taken.
- If the tenant makes contact but there is still concern as to whether or not they are living at the property, the Housing Officer should arrange with the tenant to conduct a home visit at the property and a letter should be sent to the tenant (**Appendix 4**).
- If the tenant makes contact and confirms they are no longer living at the property they should be asked to complete a Tenancy Termination Form usually within 7 days. The tenant should be advised that until they have following the correct procedure to terminate their tenancy they will remain liable for rent arrears.

5.6 Stage Three - Service of Notice to Quit or Surrender

If the tenant has not made contact following the expiry of the 7 day letter and the property still appears to have been abandoned the Housing Officer must provide their Line Manager with the Suspected Abandonment Investigation Form together with copies of photographs taken along with a recommendation as to whether in the case a Notice to Quit (NTQ) should be served or whether we can rely on an 'unequivocal act of surrender' by the tenant to end the tenancy (discussed further below).

- **Decision is to served a NTQ**

If the decision is to serve a NTQ the Housing Officer should complete this and serve on the property along with a cover letter addressed to the tenant (**Appendix 5**).

NB. To be valid, the NTQ must (i) be addressed to the tenant, (ii) give 4 weeks notice and (iii) end on the day as referred to in the tenant's tenancy agreement, e.g. usually either a Sunday or a Monday depending on the wording of the tenancy. The Housing Officer SHOULD check the tenant's tenancy agreement in this regard.

A copy of the completed NTQ should be taken and kept on file and the Housing Officer should serve the original NTQ by hand delivering it to the property. Thereafter, the Housing Officer should complete a Certificate of Service (**Appendix 6**).

If the investigations indicate that the tenant may have moved to another address, a copy of the NTQ should also be posted there by 1st class post.

During the period of notice, further visits should be made to the property and a note made of any changes, or otherwise, on the Suspected Abandoned Investigation Form.

Contact made following service of NTQ

If the tenant contacts Livv Housing Group during the notice period the Housing Officer

should arrange a home visit to the property as soon as practicable to confirm that the tenant is living in the property and to discuss the circumstances surrounding the suspected abandonment. If the home visit and information received from the tenant is satisfactory no further action should be taken. If the Housing Officer still has concerns about whether the tenant is living in the property as their only or principal home they should raise the case with their Line Manager and if necessary legal advice can be obtained as to the way forward.

No contact from tenant and the NTQ has expired

If there is still no contact from the tenant following the expiry of the NTQ the Housing Officer should:

- (i) End the rent account to coincide with the date the NTQ expired.
- (ii) Pass the updated Suspected Abandonment Form and relevant documents to their Line Manager in order for approval to be considered to change the locks (if not already done for security reasons as per 5.4) or for a recommendation to be made to refer the case to solicitors for legal action in order that a Possession Order can be obtained.

NB. If approval is granted to change the locks the Housing Officer should arrange this. They should attend at the property with a colleague on the date of the lock change and carry out a property inspection and take a full inventory of all belongings left in the property including items in drawers, wardrobes etc. If possible, photographs should be taken in all rooms. The Housing Officer should complete the relevant section of the Suspected Abandonment Form in this regard.

Following the visit the Housing Officer should provide evidence to their Line Manager (including the updated Suspect Abandonment Form) in order for the decision to be made either to (a) allow the property to be passed to the Voids team to start the process of re-let, or (b) if there is still doubts about whether the property has been abandoned whether the case should be referred to solicitors for legal action in order that a Possession Order can be obtained.

- **Decision is to rely on Surrender due to tenant's unequivocal actions**

If the evidence provided from the Investigation Stage demonstrates that the tenant has acted in such a way as to unequivocally imply that they have surrendered their tenancy, e.g. by removing all of their belongings from their property, by telling neighbours that they are/have left, returning the keys to the property via a third party, taking up a tenancy of another property elsewhere etc. Then the Line Manager can authorise the Housing Officer to do the following:

- (i) End the rent account as at the date the decision is taken to rely on surrender due to the tenant's actions.
- (ii) Arrange for the locks to be changed (if this has not already been done at 5.4 above).

- (iii) Visit the property with a colleague and take a full inventory of all belongings left in the property including items in drawers, wardrobes etc. If possible, photographs should be taken in all rooms.

Following the visit the Housing Officer should provide the evidence to their Line Manager in order for the decision to be made either to (a) allow the property to be passed to the Voids team to start the process of re-let, or (b) if there is still doubts about whether the property has been abandoned whether the case should be referred to solicitors for legal action in order that a Possession Order can be obtained.

5.7 Belongings left in property

Where items of little or no worth are left in the property a record and photographs should be taken and they can be disposed of immediately. If the Housing Officer is unsure of whether the items should be disposed of they are to raise this with their Line Manager for approval or for legal advice to be obtained.

Where items of relatively high value are left in the property, the Housing Officer should discuss how to proceed with their Line Manager. A letter should be sent to the tenant together with a 'Torts Notice' (see **Appendix 7** for a template Torts Notice which should be completed by the Housing Officer) advising they have a reasonable period of time (e.g. 14-21 days from the date of the Torts Notice to collect their belongings and if they are not collected they will be disposed of.

NB. In all cases photographs and if possible a complete record of the items should be taken to guard against future claims for damages/compensation which may be made by the former tenant.

Procedure B (the tenant has informed Livv Housing Group they are leaving the property but they have not followed the correct procedure to terminate their tenancy and they have left)

5.8 Stage One – Contacting the tenant

Where we have been informed by the tenant that they intend to leave the property but the tenant has failed to complete the correct Tenancy Termination Form or it has been completed incorrectly and the tenant has then left the property, the Housing Officer should attempt to make contact with the tenant in order for a Tenancy Termination Form to be properly completed.

If contact is made with the tenant they should be advised that unless and until their tenancy is terminated correctly they will remain liable for any breaches of tenancy and rent arrears.

If contact is made and the correct Termination Form is completed the tenancy can be ended when the termination expires and the locks changed. If there are belongings in the property after the tenancy has been ended the Housing Officer should follow 5.7 above.

NB. If the tenant has completed the Tenancy Termination Form correctly but they

fail to return the keys to the property this DOES NOT affect the termination and the tenancy/rent account can still be ended on the expiry of the Termination Form. If the keys have not been returned we will consider whether to re-charge the cost of changing the locks to the former tenant and chase this as a former tenant debt.

5.9 Stage Two – No contact with the tenant

If the Housing Officer is unable to make contact with the tenant they should carry out a home visit to check for signs of occupation or abandonment. Consideration should be given to the following (this is not an exhaustive list):

- Can anything be seen through the windows such as furniture or does the property look empty?
- Is the garden overgrown?
- Are any lights on/windows open?
- Is there any post behind the door?
- Is there rubbish in the bins?

NB. If during any of the home visits the property is found to be insecure the Housing Officer should follow the procedure set out at 5.4.

The Housing Officer should also try to speak to neighbours to confirm:

- When they last saw the tenant?
- Have they been informed by the tenant, friends and family that the tenant is not returning? If so, they should be asked to confirm this in writing.
- Whether they know of any reasons why the tenant may not be returning? Do they know that the tenant is living in another location for work, prison, relationship, etc.?

Photographs should be taken at the property on each visit and the visit logged onto the Suspected Abandonment Investigation Form. The photographs should be saved to relevant file for the property on our internal computer system and the date and time they were taken should be logged.

A 'No Access Card' must be left at the property requesting the tenant contact us within 2 days.

5.10 Stage Three – Service of Notice to Quit or Surrender

If the tenant has not made contact following the no access card and the property still appears to have been abandoned the Housing Officer must provide their Line Manager with the Suspected Abandonment Investigation Form together with copies of photographs taken along with a recommendation as to whether in the case a Notice to Quit (NTQ) should be served or whether we can rely on an 'unequivocal act of surrender' by the tenant to end the tenancy (discussed further below).

- **Decision is to served a NTQ**

If the decision is to serve a NTQ the Housing Officer should complete this and serve on the property along with a cover letter addressed to the tenant (Appendix 5).

NB. To be valid, the NTQ must (i) be addressed to the tenant, (ii) give 4 weeks notice and (iii) end on a [TBC need to check tenancy agreements].

A copy of the completed NTQ should be taken and kept on file and the Housing Officer should serve the original NTQ by hand delivering it to the property. Thereafter, the Housing Officer should complete a Certificate of Service (Appendix 6).

If the investigations indicate that the tenant may have moved to another address, a copy of the NTQ should also be posted there by 1st class post.

During the period of notice, further visits should be made to the property and a note made of any changes, or otherwise, on the Suspected Abandoned Investigation Form.

Contact made following service of NTQ

If the tenant contacts Livv Housing Group during the notice period the Housing Officer should ask the tenant if it is still their intention to leave the property and if so a correct Tenancy Termination Form should be completed by the tenant as soon as practicable.

No contact from tenant and the NTQ has expired

If there is still no contact from the tenant following the expiry of the NTQ the Housing Officer should:

- (iii) End the rent account to coincide with the date the NTQ expired.
- (iv) Arrange for the locks to be changed (if this has not already been done at 5.4 above).
- (v) Visit the property with a colleague and take a full inventory of all belongings left in the property including items in drawers, wardrobes etc. If possible, photographs should be taken in all rooms.

Following the visit the Housing Officer should provide the evidence to their Line Manager in order for the decision to be made either to (a) allow the property to be passed to the Voids team to start the process of re-let, or (b) if there is still doubts about whether the property has been abandoned whether the case should be referred to solicitors for legal action in order that a Possession Order can be obtained.

If there are belongings left in the property the Housing Officer should follow the process set out at 5.7 above.

- **Decision is to rely on Surrender due to tenant's unequivocal actions**

If the evidence provided demonstrates that the tenant has acted in such a way as to unequivocally imply that they have surrendered their tenancy, e.g. by removing all of their belongings from their property, by telling Livv Housing Group and/or neighbours that they have left, taking up a tenancy of another property elsewhere etc. Then the Line Manager can authorise the Housing Officer to do the following:

- (i) End the rent account as at the date the decision is taken to rely on surrender

due to the tenant's actions.

- (ii) Arrange for the locks to be changed (if this has not already been done at 5.4 above).
- (iii) Visit the property with a colleague and take a full inventory of all belongings left in the property including items in drawers, wardrobes etc. If possible, photographs should be taken in all rooms.

Following the visit the Housing Officer should provide the evidence to their Line Manager in order for the decision to be made either to (a) allow the property to be passed to the Voids team to start the process of re-let, or (b) if there is still doubts about whether the property has been abandoned whether the case should be referred to solicitors for legal action in order that a Possession Order can be obtained.

If there are belongings left in the property the Housing Officer should follow the process set out at 5.7 above.

5.11 Abandonment and an Unauthorised Occupant

If after the tenancy has been ended in accordance with the relevant process above somebody remains in occupation of the property other than the tenant the Housing Officer should raise this with their Line Manager and appropriate legal advice should be sought to remove the potential unauthorised occupant.

6.0 Relevant Documents/Links (optional)

Appendix 1 – Suspect Abandonment Investigation Form
Appendix 2 – Letter to tenant accompanying lock change
Appendix 3 – 7 day abandonment letter
Appendix 4 – Letter arranging home visit with tenant
Appendix 5 – Notice to Quit and cover letter
Appendix 6 – Certificate of Service
Appendix 7 – Torts Notice

7.0 Responsibilities

The Business Manager for Neighbourhoods is responsible for ensuring effective monitoring and review of this Procedure.

8.0 Planned Review

The next planned review of this Procedure will be April 2020.

Appendix 1 – Abandonment Procedure

Suspect Abandoned Investigation Form

Name of tenant(s)
Address
Date Housing Officer

Stage One

During this stage Livv Housing Group is trying to determine if the property is actually abandoned. Record as many details as possible, such as phone numbers tried, network provider if answer machine (O2, Orange etc), addresses letters sent to etc.

The property should be visited as soon as reasonably practicable after being notified of the suspected abandonment.

If no access is possible at this first visit, a card left must requesting the tenant make contact with the Livv Housing Group within 2 working days.

Action	Date & Time	Comments
Please explain how you were notified of the suspected abandonment?		
<u>Day 1.</u> Contact tenant first, please call on phone numbers listed		
<u>Day 1.</u> Contact Next of Kin, other relative(s) (if known) or any support agency involved with the tenant		
<u>Day 1 (or as soon as reasonably practicable)</u> Property visit, take photos & leave card requesting tenant make contact within 2 working days		

<p>Check/speak with neighbours to try and find out when the tenant was last seen at the property etc.</p>		
<p><u>Day 1.</u></p> <p>Check rent a/c and HB to see when the last direct payment or HB payment was made</p>		
<p><u>Subsequent property visits after first visit</u></p> <p>NB. <i>Try and visit on different days and at different times of the day</i></p> <p>Property visit, take photos & leave card requesting tenant make contact within 2 working days</p> <p>Check/speak with neighbours to try and find out when the tenant was last seen at the property etc.</p>		

If from the above checks there appears to be evidence of abandonment then move onto Stage Two below and issue a 7 day letter.

Stage Two (7 day letter)

Action	Date & Time	Comments
<p><u>Hand deliver 7 day letter (Appendix 3)</u></p> <p>NB. <i>Include name of Housing Officer who hand delivered the letter</i></p>		

<p><u>Subsequent property visits after 7 day letter</u></p> <p>NB. <i>Try and visit on different days and at different times of the day</i></p> <p>Property visit, take photos & leave card requesting tenant make contact within 2 working days</p> <p>Check/speak with neighbours to try and find out when the tenant was last seen at the property etc.</p>		
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If no response to 7 day letter upon expiry pass this form to Line Manager along with copies of photos taken and 7 day letter along with a recommendation that a Notice To Quit (NTQ) should be served OR whether we can rely on an ‘unequivocal act of surrender’ by the tenant (see Section 5.6 of the Abandonment Procedure for information on surrender).

Stage Three (Line Manager Approval – NTQ or Surrender)

Line Manager

Approval to serve NTQ	YES		NO	
Approval to rely on ‘surrender’	YES		NO	

Signature Date

If approval has been granted for the service of a NTQ please move onto complete the actions under Table A below.

If approval has been granted to rely on surrender by the tenant please move onto complete actions under Table B below.

During this stage Livv Housing Group has a strong belief that the property has been abandoned and it is important to collate as much evidence as possible to support legal action.

Once the NTQ has been issued (and before it expires) the Housing Officer should complete further investigations as per Table A below. It is important that the property is regularly checked & photos taken so that if Livv Housing Group is ever challenged regards unlawful eviction it has documentary evidence to support its.

Action	Date & Time	Comments
NTQ (Appendix 5) hand delivered to property Include name of Housing Officer who served the NTQ		
Put notice on account and complete Certificate of Service (Appendix 6)		
Last access/contact for repairs/gas servicing/or by any other department within Livv Housing Group (e.g. Rents)		
<u>Visit property/contact tenant (1)</u> Check property/take photographs/speak with neighbours/check garden(s) (rear if possible), evidence of bins being used? Evidence of pets? Any other relevant information?		
<u>Visit property/contact tenant (2)</u> Check property/take photographs/speak with neighbours/check garden(s) (rear if		

possible), evidence of bins being used? Evidence of pets? Any other relevant information?		
<u>Visit property/contact tenant (3)</u> Check property/take photographs/speak with neighbours/check garden(s) (rear if possible), evidence of bins being used? Evidence of pets? Any other relevant information?		
<u>Visit property/contact tenant (4)</u> Check property/take photographs/speak with neighbours/check garden(s) (rear if possible), evidence of bins being used? Evidence of pets? Any other relevant information?		
On date NTQ expires end tenant’s rent account		

On expiry of the NTQ pass this form along with the following to a Line Manager for permission to be given to change the locks on the property:

- *Copy of NTQ (Appendix 5)*
- *Copy of Certificate of Service (Appendix 6)*
- *Confirmation that the rent account has been ended (complete above section of Table A)*
- *Photos taken following service of NTQ at property visits*

Without this information this form will not be signed. Locks can only be changed with permission from a Line Manager and if required we will see legal advice prior to decision being made.

Line Manager

Approval to change locks	YES		NO	
If no approval, recommendation to commence legal action to obtain a possession order	YES		NO	

Signature Date

If approval is received to change locks the Housing Officer should complete the table below.

Action	Date	Comments
Arrange for locks to be changed at the property		
On date locks changed, visit the property with a colleague and take a full inventory of all belongings left in the property		

NB. *Following the visit the Housing Officer should provide the evidence to their line manager in order for a decision to be made to either (a) pass the property to the Voids Team to start the re-let process, or (b) if there is still doubts about whether the property has been abandoned whether the case should be referred to solicitors for legal action so that a Possession Order can be obtained.*

Approval: Group Director Team, August 2016
 Responsible Officer: Executive Director – Customer Insight
 Review date: April 2020
Line Manager

Approval to terminate tenancy and pass to Voids Team	YES		NO	
If no approval, recommendation to commence legal action to obtain a possession order	YES		NO	

Signature Date

Table B (surrender)

Action	Date	Comments
End rent account on date approval granted to rely on surrender		
Arrange for locks to be changed at the property		
On date locks changed, visit the property with a colleague and take a full inventory of all belongings left in the property		

NB. Following the visit the Housing Officer should provide the evidence to their line manager in order for a decision to be made to either (a) pass the property to the Voids Team to start the re-let process, or (b) if there is still doubts about whether the property has been abandoned whether the case should be referred to solicitors for legal action so that a Possession Order can be obtained.

Approval: Group Director Team, August 2016
 Responsible Officer: Executive Director – Customer Insight
 Review date: April 2020
Line Manager

Approval to terminate tenancy and pass to Voids Team	YES		NO	
If no approval, recommendation to commence legal action to obtain a possession order	YES		NO	

Signature Date

Appendix 2 – Livv Housing Group Abandonment Procedure

Template letter to tenant(s) accompanying lock change

Dear [insert name of tenant(s)]

Re: Suspected Abandonment – lock change due to insecure property

I have recently been notified that you may have abandoned your property. I have subsequently attended at your property in order to investigate this and I found the property to be insecure.

In accordance with our Abandonment Procedure and in order to protect the property the locks to your property have been changed.

Should you require access to the property the new keys can be collected from [insert address of relevant Livv Housing Group office].

I would urge you to contact me on [insert telephone number] as soon as possible if you receive this letter in order that I can speak with you about your occupation of the property.

Yours sincerely

.....

[Insert name of Housing Officer]

Appendix 3 – Livv Housing Group Abandonment Procedure

Template 7 day suspected abandonment letter

DO NOT IGNORE

Dear Mr/Ms/Mrs [insert surname of tenant]

Re: [insert full address of property] suspected abandonment

Livv Housing Group has received information that you are no longer occupying the above property as your only or principal home. This is a breach of your tenancy agreement and significantly affects your security of tenure.

You must contact Livv Housing Group with 7 days of the date of this letter in order to provide evidence that you continue to occupy the property as your only or principal home. At the same time we will arrange a property inspection with you.

IMPORTANT NOTICE

If you fail to contact Livv Housing Group within the timescale referred to above we will treat the property as having been abandoned and will take the appropriate steps regain possession.

Yours sincerely

.....

[Insert name of Housing Officer]

Appendix 4 – Livv Housing Group Abandonment Procedure

Template letter to tenant to arrange home visit

Dear Mr/Ms/Mrs [insert surname of tenant]

Re: [insert full address of property] suspected abandonment

Following the recent contact with Livv Housing Group about the above matter please be advised that I shall be attending at your property on [insert date and time] in order to carry out a full property inspection and speak with you regards your occupation of the property.

Please be advised that it is a term of your tenancy agreement that you provide Livv Housing Group with access to your property.

Should you fail to provide access or if there are still concerns about whether you are occupying the property as your only or principal home, Livv Housing Group may consider taking legal action against you to recover possession of the property.

If you need to contact me regarding the inspection or for any other matter please call me on [insert telephone number].

Yours sincerely

.....

[Insert name of Housing Officer]

Appendix 5 – Livv Housing Group Abandonment procedure

NOTICE TO QUIT

To. [insert tenant’s full name]
Of. [insert full address of the property including post code]
We. Livv Housing Group
Of. Lakeview, Kings Business Park, Prescot, Knowsley, L34 1PJ

Give you NOTICE TO QUIT and deliver up possession to us

Of: [insert address of the property including post code]
On: [insert the date 4 weeks after the deemed date of service of the NTQ ensuring that the period ends on the day on which is stipulated in the tenant’s tenancy agreement, e.g. a Sunday or a Monday] or, if later, the day on which a complete period of your tenancy expires next after 4 weeks from service upon you of this notice.

Dated:

Signed:

On behalf of Livv Housing Group

Prescribed information

1. If the tenant or licensee does not leave the dwelling, the landlord or licensor must get an order for possession from the court before the tenant or licensee can lawfully be evicted. The landlord or licensor cannot apply for such an order before the notice to quit or notice to determine runs out.
2. A tenant or licensee who does not know if he has any right to remain in possession after a notice to quit or notice to determine runs out can obtain advice from a solicitor. Help with all or part of the cost of legal advice and assistance may be available under the Legal Aid Scheme. He should also be able to obtain information from a Citizens Advice Bureau, a Housing Aid Centre or a rent officer.

Certificate of service

Name of court	Claim No.
Name of Claimant	
Name of Defendant	

On what day did you serve? / /

The date of service is / /

What documents did you serve?

Please attach copies of the documents you have not already filed with the court.

On whom did you serve?

(If appropriate include their position e.g. partner, director).

How did you serve the documents?

(please tick the appropriate box)

- by first class post or other service which provides for delivery on the next business day
- by delivering to or leaving at a permitted place
by personally handing it to or leaving it with
- (.....time left, where document is other than a claim form) (please specify)
- by other means permitted by the court (please specify)
- by Document Exchange
- by fax machine (.....time sent, where document is other than a claim form) (you may want to enclose a copy of the transmission sheet)
- by other electronic means (.....time sent, where document is other than a claim form) (please specify)

Give the address where service effected, include fax or DX number, e-mail address or other electronic identification

Being the claimant's defendant's
 solicitor's litigation friend

- usual residence
- last known residence
- place of business
- principal place of business
- last known place of business
- last known principal place of business
- principal office of the partnership
- principal office of the corporation
- principal office of the company
- place of business of the partnership/company/ corporation within the jurisdiction with a connection to claim
- other (please specify)

I believe that the facts stated in this certificate are true.

Full name

Signed Position or office held

(Claimant) (Defendant) ('s solicitor) ('s litigation friend) (If signing on behalf of firm or company)

Date / /

Rules relating to the service of documents are contained in Part 6 of the Civil Procedure Rules (www.justice.gov.uk) and you should refer to the rules for information.

Calculation of deemed day of service of a claim

A claim form served within the UK in accordance with Part 6 of the Civil Procedure rules is deemed to be served on the second business day after the claimant has completed the steps required by CPR 7.5(1).

Calculation of the deemed day of service of documents other than the claim form (CPR 6.26)

Method of service	Deemed day of service
First class post or other service which provides for delivery on the next business day	The second day after it was posted, left with, delivered to or collected by the relevant service provider provided that day is a business day; or if not, the next business day after that day
Document exchange	The second day after it was left with, delivered to or collected by the relevant service provider provided that day is a business day; or if not, the next business day after that day
Delivering the document to or leaving it at a permitted address	If it is delivered to or left at the permitted address on a business day before 4.30pm, on that day; or in any other case, on the next business day after that day
Fax	If the transmission of the fax is completed on a business day before 4.30pm, on that day; or in any other case, on the next business day after the day on which it was transmitted
Other electronic method	If the email or other electronic transmission is sent on a business day before 4.30pm, on that day; or in any other case, on the next business day after the day on which it was sent
Personal service	If the document is served personally before 4.30pm on a business day, it is served on that day; or in any other case, on the next business day after that day

In this context 'business day' means any day except Saturday, Sunday or a bank holiday; (under the Banking and Financial Dealings Act 1971 in the part of the UK where service is to take place) includes Good Friday and Christmas Day.

Approval: Group Director Team, August 2016
Responsible Officer: Executive Director – Customer Insight
Review date: April 2020

Appendix 7 – Livv Housing Group Abandonment procedure

Livv Housing Group

**NOTICE PURSUANT TO SECTION 12, TORTS (INTERFERENCE WITH GOODS)
ACT 1977**

To: **Tenant Name**

Of: **Tenant’s Address**

TAKE NOTICE THAT the items listed in the attached Schedule are ready for removal from [insert address where items are stored]

no later than:- **14/21/28 days’ notice date (Monday to Monday)** [select an appropriate and reasonable timescale for collection]

AND THAT if you fail to remove all such items by [give date here], **Livv Housing Group** will dispose of the items without further notice to you.

Please contact [Insert contact person], [Insert address of contact person] or by telephoning [insert contact number] to make arrangements for the collection of any property belonging to you if you are unable to gain access to the above area.

Dated this day of 20

Signed

On behalf of: Livv Housing Group , Lakeview, Kings Business Park, Prescot,
Knowsley, L34 1PJ

Schedule of goods to be collected: