

Westminster City Council Tenancy Policy 2025

June 2025

FAIRER WESTMINSTER

City of Westminster

Contents

1. Introduction 3

2. Aims and objectives of this policy 3

3. Scope 4

4. Legal and Regulatory Framework 4

5. Definitions 5

6. The types of tenancy that will be granted 6

7. Advice and assistance given to tenants if it is decided to end the tenancy 7

8. Succession, Assignment and Mutual Exchange Assignment 8

9. Assignment 11

10. Rents and exchange 14

11. Communicating this policy 14

12. Approach to tenancy management 15

13. Tenancy Sustainment, Vulnerable Households and Preventing Unnecessary Evictions 16

14. Exceptional circumstances 16

15. Equality, diversity and inclusion 17

16.Complaints and Appeals 17

17. Reviewing the Tenancy Policy 17

1. Introduction

1.1. This Tenancy Policy applies to Westminster City Council's own housing stock. A Tenancy Strategy has also been developed to guide all providers of social housing in Westminster in setting policies for their own stock.

1.2. This Policy reflects the principles set out in the Tenancy Strategy[1] which strongly supports Secure (lifetime) tenancies. The policy complements and should be read in conjunction with the Tenancy Strategy and other housing policies and procedures such as the Housing Allocation Scheme[2].

2. Aims and objectives of this policy

2.1. This policy aims to ensure a Fairer Westminster, outlining how the City Council manages Secure tenancies as its primary tenancy type. This approach ensures that tenants and household members experience greater peace of mind and longterm stability and security within their homes and communities.

This policy aims to outline, in a clear and accessible way, the general tenancy management approach in accordance with legislative and regulatory requirements, as well as best practice. In particular, the policy addresses how the City Council meets The Regulator of Social Housing Tenancy Standard[3] detailing the key aspects of how its tenancies are managed.



1 Westminster City Council Tenancy Strategy
2 Westminster Allocations-scheme
3 www.gov.uk/government/publications/tenancy-standard

3. Scope

3.1. This policy sets out the tenancy management approach to social housing stock which is owned by the City Council and managed by its Landlord Housing Service only.

This policy does not cover the following:

- Tenancies issued by Housing Associations
- Tenancies issued under Intermediate Housing Schemes
- Licence agreements issued when occupying temporary or emergency accommodation.

4. Legal and Regulatory Framework

4.1. This Tenancy Policy complies with the legislative and regulatory framework set out within the following areas:

- The Regulator of Social Housing: Tenancy Standard
- Housing Act 1985, 1988, 1996 as amended
- Immigration Act 2014
- Protection from Eviction Act 1977
- Localism Act 2011
- HMCTS Pre-Action Protocol for Possession Claims by Social Landlords Part VII of the Family Law Act 1996
- Prevention of Social Housing Fraud Act 2013
- The Secure Tenancies (Victims of Domestic abuse Act 2018)
- The Equality Act 2010



5. Definitions

Affordable Rent tenancy

Affordable rent tenancies are normally offered by private registered providers (housing associations) and are normally let for a fixed term. Rents are higher than social rents and can be up to 80% of market rents.

Assignor

The person that is transferring, or passing their tenancy, which includes all the rights and responsibilities of that tenancy to another person.

Assignee

The person to whom the tenancy referred to above is transferred.

Assured Tenancy

An assured tenancy is a type of tenancy that some private tenants and most housing association tenants have. A landlord can only end an assured tenancy if they have a legal reason or ground for possession. For example, rent arrears or anti-social behaviour.

Housing Allocation Scheme

The City Council's policy on the allocation of housing for those that have applied and are eligible under the Housing Act 1996. It sets out who is eligible for housing, who can be included on the application and who has priority for housing.

Intermediate housing

Housing for people that cannot afford market housing but do not qualify for social housing. There are different intermediate housing products, which may include low-cost home ownership products or discounted rental schemes. The eligibility criteria for intermediate housing products in London is set down by the London Mayor Homes for Londoners[4].

Joint Tenancy

A joint tenancy means two people are responsible for making sure the tenancy conditions are met and have equal rights to stay in the property until the tenancy is ended. If one joint tenant formally ends the tenancy, the tenancy comes to an end even if the other joint tenant has not asked to end the tenancy. A joint tenant cannot be removed from the tenancy. Joint tenancies must be completely terminated before either of the joint tenants are to be considered for rehousing.

Vulnerability

There is no single definition of vulnerability. This is assessed by the City Council on a case-by-case basis which involves a holistic view of a tenant's circumstances. This involves assessing circumstances to understand residents, who due to their personal circumstances or particular characteristics are susceptible to unfair treatment and poorer outcomes. Vulnerability therefore may be exacerbated further if the Housing service does not act with appropriate levels of care to better support a vulnerable resident.

4 The Mayor of London Homes for Londoners

6. The types of tenancy that will be granted

6.1. Introductory Tenancy

6.2. Most new City Council tenants will be introductory tenants for the first year of their tenancy in line with the Council's Introductory Tenancy Procedure. All Introductory tenants receive a tenancy agreement setting out the introductory tenancy period and specifying the type of tenancy their tenancy will become on the expiry of the introductory period.

6.3. All new tenancies granted after the implementation of this policy will become Secure tenancies at the end of the introductory period. This is subject to there not being any breaches to the tenancy agreement during the introductory period.

6.4. Where a tenant is already a Secure or Assured tenant of a registered provider an Introductory tenancy will not be granted if they move.

6.5. Secure Tenancy (lifetime)

6.6. A Secure (lifetime) tenancy is the main type of legal tenancy used by the City Council following the implementation of this policy. Secure tenants can live in their home permanently as long as the terms of the tenancy are not breached.



7. Advice and assistance given to tenants if it is decided to end the tenancy

7.1. The City Council seeks to support tenants in maintaining their tenancies but on some occasions the City Council may need to take action to end tenancies in circumstances where it considers there are grounds for possessions as specified in the Housing Act 1985 schedule 2, that can be proved and it is reasonable to seek possession of the property concerned.

7.2. The City Council may also seek possession where there is absolute ground/s for possession. For example, possession may be sought where:

- The tenant has breached their tenancy conditions
- The tenancy has been obtained fraudulently
- The City Council needs the property for a redevelopment or regeneration scheme.

7.3. In all circumstances the tenant will be referred at the earliest opportunity to the City Council's Housing Solutions Service and partner support agencies for advice and assistance.





8. Succession, Assignment and Mutual Exchange

8.1. Succession

When a tenant dies, the tenancy can sometimes be passed on to another member of the family and this is known as succession. Where there is no legal right to succession, in some cases an offer of a tenancy may still be granted. This is sometimes known as a 'discretionary succession'.

8.2. Statutory Succession

8.3. The legal succession framework for Secure tenancies granted **before 1st April 2012** falls within the 1985 Housing Act which allows for one statutory succession to either:

- The deceased tenant's spouse or civil partner[5] provided they were residing with the deceased tenant at the time of their death as their only or principal home, or
- If there is no such spouse or civil partner residing with the tenant, then the tenancy may vest in a member of the deceased tenant's family (see s. 8.4) who had been residing with the deceased tenant for twelve months prior to the tenant's death as their only or principal home.
- The statutory right to succession applies provided the deceased tenant was not himself/herself a successor. A tenant who became a sole tenant from a joint tenancy is deemed to be a successor.[6]

5 A person that was living with the tenant as their husband or wife will be treated as their spouse and a person who was living with the tenant as if they were civil partners will be treated as the tenant's civil partner.

6 This may be because one joint tenant died or because a joint tenant assigned the tenancy

8.4. Family members are defined as; spouses, civil partners, parents, grandparents, children, grandchildren, siblings, uncles, aunts, nephews and nieces.

8.5. The law does not allow for joint succession, so if there are a number of potential joint successors, they need to choose who will take over the tenancy. If they cannot choose, the landlord is able to do so. Where the successor is not a spouse or civil partner but is a member of the family, and the property is too large for them, they will be granted the Secure tenancy of a smaller property which meets their needs.

8.6. The legal succession framework for Secure tenancies granted **on or after 1st April 2012** and for flexible tenants falls within The Localism Act 2011 which allows **one** statutory succession to a spouse or civil partner of the deceased tenant, who was living with them at the time of the tenant's death as their only or principal home.[7]

8.7. A successor will inherit the tenancy of the person who died. Where the property is too big for the statutory successor, and they are not a spouse or a civil partner of the deceased tenant the City Council will require the statutory successor to move to an alternative property which meets their needs, unless their circumstances are exceptional.

8.8. The family members who will be considered part of the successor's household in order to determine the size of the property needed, will be those that formed part of the deceased tenant's household and were living with the tenant at the time of their death.

8.9. The size of the property offered will be assessed in line with the City Council's Bedroom Standard, or any equivalent adopted standard set out in the Housing Allocation Scheme. The statutory successor can bid for alternative properties for six months after which, if no property is selected, a direct offer will be made.



7 A person that was living with the tenant as their husband or wife will be treated as their spouse and a person who was living with the tenant as if they were civil partners will be treated as the tenant's civil partner.

8.10. Discretionary succession

8.11. In certain circumstances if the tenant dies and there has already been one statutory succession at the property, or there are no eligible successors under statutory succession rules the City Council may offer a discretionary succession under the discretionary succession policy.

8.12. When considering a discretionary succession, the City Council will take into account the needs of those households which are vulnerable by reason of age, disability or illness and households with children. A vulnerability does not automatically imply the right to a discretionary succession.

8.13. Where a discretionary succession is agreed, a new Secure tenancy will be granted following the successful completion of an Introductory tenancy. The tenancy may be at the original home or another property.

8.14. To be eligible for a discretionary succession the applicant must::

- Be a spouse or civil partner[8] of the deceased Secure tenant and have lived with them at the time of their death as their only or principal home for a minimum of **one year**; or
- If there is no such spouse or civil partner, be a family member defined as; partners (people living together as husband and wife or as civil partners: parents, grandparents, adult children, grandchildren and brothers and sisters who have lived with the deceased Secure tenant at the time of their death as their only and principal home for a **minimum of five years**. Other City Council tenancies will be considered as long as the applicant had lived with the deceased tenant continuously and as their only or principal home.



8 A person that was living with the tenant as their husband or wife will be treated as their spouse and a person who was living with the tenant as if they were civil partners will be treated as the tenant's civil partner



8.15. Where there is more than one person living in the household who is eligible for a discretionary succession, the City Council expects the household to decide who should benefit. Provided that person meets the criteria outlined in s.8.14, the City Council will generally respect this choice. However, the final decision regarding which household member should benefit rests with the City Council.

8.16. The discretionary successor may only include the following people as part of their household:

- Co-habiting partners including married, non-married and same sex partners.
- Dependent children normally resident with the main applicant parent.
- Adult relatives reasonably expected to reside with the main applicant, who moved into the property at the same time as the discretionary successor and who live in the property as their only home.

8.17. If the discretionary successor is a spouse or civil partner, they will be entitled to remain in the original home. All other discretionary successors will only be able to remain in the original home, if it is of the size and type needed. The size of property needed will be assessed under the City Council's Bedroom Standard, or any equivalent standard set out in the Housing Allocation Scheme.

8.18. With regards to the type of property needed, a discretionary successor that has been living in Community Supportive Housing will only be able to remain there if they are eligible for this type of housing in their own right, as set out in the Housing Allocation Scheme, and it is the right size needed.

8.19. If the discretionary successor is required to move, they will be able to bid for an alternative property for six months after which one direct offer will be made. If the offer is refused the City Council will start proceedings to repossess the property.

9. Assignment

9.1. In certain limited circumstances a Secure tenant can pass on their tenancy to another member of their household during their lifetime. The existing tenancy continues, and the tenancy terms and conditions do not change, only the tenant changes, this is known as assignment.

9.2. An assignment can take place due to statute or as part of the City Council's discretionary policy. Where an assignment takes place all the rights and responsibilities of the tenancy are passed from the original tenant (the 'assignor') to the new tenant (the 'assignee'). The original tenant no longer has any rights or responsibilities whatsoever in relation to the property.

9.3. Statutory assignment

9.4. The 1985 Housing Act allows Secure tenancies to be assigned to another person in certain limited circumstances, and this is known as a statutory assignment. There are three ways in which a Secure tenancy can be assigned as outlined below:

- It is to a potential statutory successor
- It relates to a court order
- It is by way of a mutual exchange.

9.5. An assignment to a potential statutory successor

9.6. A tenancy can be assigned to a person who could have succeeded to the tenancy in law (i.e.; by way of 'statutory succession'), if the tenant had died immediately before the assignment.

9.7. As there can only be one statutory succession in law, a statutory assignment cannot be agreed if the tenant assigning the property was himself/herself a successor. The approach to property size for the proposed assignee will be the same as that set out in s8.7. to s8.10.





9.8. An assignment to a potential discretionary successor

9.9. In some circumstances where a statutory assignment is not permitted a discretionary assignment may be agreed for the Secure tenant with the City Council's consent. A tenancy can be assigned to a person in these circumstances who could have succeeded to the tenancy as a qualifying discretionary successor, if the tenant had died immediately before the assignment. The tenant assigning the tenancy must not remain in the premises afterwards unless a Power of Attorney has been awarded to the assignee who is also a member of the household.

9.10. Subject to the above criteria being met in s9.6 a **discretionary assignment will only be agreed in exceptional circumstances for example where the tenant enters long-term residential care leaving a family member in occupation.**

9.11. If a discretionary assignment is agreed the new tenancy offered will be a Secure tenancy. The tenancy may be at the address where the assignee has been living, or another property depending on the size of property needed which will be assessed under the City Council's Bedroom Standard or any equivalent standard set out in the Housing Allocation Scheme.

9.12. To determine the size of property needed only the following family members will be considered part of the discretionary assignee's household:

- Dependent children normally resident with the main applicant parent
- Co-habiting partners included married, non-married and same sex partners
- Adult relatives reasonably expected to reside with the main applicant, who moved into the property at the same time as the discretionary assignee and who live in the property as their only and principal home.

9.13. Where a representative of the assignor holds power of the tenancy by way of a Power of Attorney, or purports to be acting in the interests of the tenant, but is also the assignee, the request will be considered by the Director of Housing and Director of Adult Social care or persons delegated to this task.

9.14. Assignment by way of a court order

9.15. Transfers of tenancies can be ordered in some circumstances under the; Family Law Act 1996, Matrimonial and Family Proceedings Act 1984, under Schedule 1 of the Children Act 1989, Matrimonial Causes Act 1973 and Civil Partnership Act 2004.

9.16. Assignment by way of a Mutual Exchange

9.17. Council tenants are able to exchange their homes with another council tenant, or another tenant of an approved landlord in specific circumstances and with the City Council's consent.

City Council tenants can apply to exchange with tenants of the following approved landlords:

- The City Council
- Another local authority
- A private registered provider (i.e. a housing association)
- A Charitable Housing Trust.



9.18. Consent to exchange may only be withheld by the City Council on statutory grounds detailed in the Schedule 3 of the Housing Act 1985, and Section 158 and Schedule 14 of the Localism Act 2011. The grounds for withholding consent include:

- Possession Proceedings – if action is currently being taken to evict the tenant a mutual exchange would likely be refuse.
- Anti-social behaviour – if a tenant has a history of disruptive behaviour.
- Possession proceedings are being sought or a possession order has been granted.
- The accommodation is larger than is needed or is not suitable for the needs of the proposed tenant which will be assessed under the City Council's Bedroom Standard or any equivalent standard set out in the Housing Allocation Scheme.
- Tied accommodation – if the property has been provided as part of the tenant's job.
- Special needs adaptations – if the property has been adapted for a disabled person and the new tenant does not require those adaptations.

9.19. Consent cannot be refused due to rent arrears, however in most cases where there are rent arrears the City Council's consent will be conditional on the rent arrears being cleared before the exchange can go ahead.

9.20. The City Council will comply with the statutory 42-day time limit for processing mutual exchange applications from the date of receiving all the required information.

9.21. Exchanges between Introductory tenants and Secure tenants of the City Council.

9.22. The law does not allow an Introductory tenancy to be assigned by way of mutual exchange. However, if a Secure tenant and an Introductory tenant want to exchange, the City Council may offer both tenants, on a discretionary basis, the option to make a written request to agree to each surrendering their existing tenancy on the condition that they are offered a new tenancy at each other's property.

9.23. These types of arrangements will be agreed where the exchange makes the best use of the City Council's housing stock and none of the grounds summarised in s9.18 apply. Where this is agreed the new tenancy offered will be a Secure tenancy on the successful completion on an Introductory tenancy.

10. Rents and exchange

10.1. In all cases, regardless of the way in which the exchange is effected, the incoming tenant will be charged the same rent as the outgoing tenant.

11. Communicating this policy

11.1. This policy will be clearly communicated to all tenants and staff using various methods such as the City Council's housing webpages and the City Council's housing newsletters.

11.2. Staff will receive training to ensure consistent application and understanding of the policy and tenants will be informed of their rights, responsibilities and any changes in a clear and accessible manner, with support for those who need it.

11.3. Alternative formats, including translated materials can be requested and easy to read versions of this policy can be provided on the Council's website.

11.4. All tenants receive written information about the type and terms of their tenancy and are also given opportunities at sign-ups and throughout the duration of their tenancy to ask questions relating to their tenancy.

12. Approach to tenancy management

12.1. The City Council has over 11,500 social rented properties and is committed to ensuring that tenants are well informed about their rights, responsibilities and how to access services. A wide range of information is available to them including a tenant's handbook, a range of leaflets, information on the website and regular newsletters.

12.2. Residents are informed of the issues which affect them and their homes and communities, and the City Council works to ensure residents have a proper say in decision making.

12.3. The City Council also has a statement of Policy and Procedures on Anti-Social Behaviour. The City Council anti-social behaviour teams work closely with the police and other agencies to ensure that problems are investigated and where appropriate legal action is taken in line with the policy, to protect other residents.

13. Tenancy Sustainment, Vulnerable Households and Preventing Unnecessary Evictions

13.1. Every effort is made to support tenants to sustain their tenancies, and this includes working closely with support workers in some cases and assisting tenants to manage their finances through providing access to benefit, money and debt advice. The City Council also aims to provide tenants with low-cost services such as energy and to refer tenants to employment and training advice.

13.2. New tenants are advised at the outset of what is expected of them throughout their tenancy and early visits are carried out to ensure they have settled into their new home and to provide more detailed information on available services.

13.3. The City Council also recognise tenants can become vulnerable at any point in their tenancy for several reasons such as illness, age or financial difficulties and there are internal vulnerable residents' procedures. Policies and processes in place to help identify the vulnerable residents and link them with the right support.

13.4. Frontline staff and contractors are trained in identifying and supporting the vulnerable tenants by prioritising early interventions and being empathetic in their actions when delivering services.

13.5. Ending a tenancy and seeking possession for a breach of tenancy conditions is always a last resort and is only ever considered after all available support has been offered but has been declined or has failed. Even once possession is being pursued, support will continue to be offered. Throughout any possession proceedings tenants are clearly advised of the seriousness of the situation and of their legal rights.



14. Exceptional circumstances

14.1. There may be limited circumstances when the Director responsible for Housing or duly delegated persons, may exercise discretion in relation to the Tenancy Policy due to exceptional circumstances, and will do this by taking into account all the relevant circumstances including the demand for and supply of accommodation and the general housing circumstances within the City of Westminster.

15. Equality, diversity and inclusion

15.1. The City Council has carried out an equality impact assessment (EIA) to consider the positive and negative impacts this policy may have on people with protected characteristics[9] under the Equality Act 2010 and has concluded that implementation of this policy will not unintentionally disadvantage any protected groups.

15.2. Residents with protected characteristics are more likely to reside within our council tenant population and we have duties under the Equality Act 2010 to help those that are most vulnerable, including older people, disabled people and children. The City Council's approach to providing Secure lifetime tenancies therefore provides a positive impact, enabling long term housing stability and peace of mind for all its current and prospective tenants and specifically the most vulnerable tenants.



9 People have protected characteristics due to their: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and sex. These groups are protected under equalities legislation.



16. Complaints and Appeals

16.1. The City Council is committed to dealing with complaints quickly and effectively, using complaints, comments, and compliments to review and improve its services. Where there is a complaint about tenancy management this can be made under the City Council's Complaints Procedure.

16.2. There is no right of internal appeal against decisions made under this policy. Any person wishing to challenge decisions made under this policy must do so via the complaints procedure.

17. Reviewing the Tenancy Policy

17.1. This Tenancy Policy will be subject to regular review to address any legislative, regulatory, best practice or operational issues. Any changes will be agreed with the relevant Cabinet Member and any significant changes will be consulted on and an Equalities Impact Assessment will be completed.

FAIRER WESTMINSTER

City of Westminster