

POLICY FOR TENANTS AND LICENCE HOLDERS MOVING OUT OF ALDERNEY HOUSING ASSOCIATION (AHA) ACCOMMODATION**1. Aims and objectives**

- 1.1 This policy deals with tenants or licence holders moving out of a property whether it be to accommodation within AHA, into a residential home, death, moving into the private sector or leaving the island.
- 1.2 It is the aim of AHA to deal with cases of death in a sympathetic and professional manner. Whilst taking account of the bereaved family's loss, the AHA must remain aware of its business needs and ensure the most effective use of stock and that rent loss is minimised.
- 1.3 The objective of this policy/procedure is:
 - to give guidance when dealing with situations involving deceased tenants or tenants moving to alternative accommodation
 - to use this policy/procedure as an operational document

2. Tenancy end date

- 2.1 The tenant will need to provide the AHA with 4 weeks' written notice (known as termination period). (see appendix A – Termination of Tenancy Form)
- 2.2 The termination period will commence from the date the letter is received in the office (emails are accepted). The notice can be backdated to when AHA was first notified of the tenant moving out as long as the written confirmation is received within 3 working days.
- 2.3 Full rent will be charged for the whole notice period. However, if the AHA is able to let the property sooner and secure rent, the out-going tenant will be released from the termination period earlier.

Vacating and clearing the property

- 2.4 It is the responsibility of the tenant to clear the property of all the furniture and personal effects.
- 2.5 If the tenant does not clear the property, the AHA will ask the tenant to sign a Mandate (appendix 1) to give permission for the AHA to clear any belongings from the property and dispose of any items. Any charges the AHA incurs will be the responsibility of the tenant.
- 2.6 If any of the items left in the property could be of value then with approval from the tenant, the AHA Manager can contact a second hand goods trader to purchase the items to try and reclaim any of the costs AHA has incurred. They may agree to clear the property and then offset any money gained from the purchase of the items against the cost of clearing the property. If the AHA is unable to contact the tenant the AHA will go ahead and clear the property and keep a detailed record of the items sold and any payments that received were offset against clearing the property or arrears owed.

3. Tenancy end date if tenant died

- 3.1 When the AHA receives notification of the death of a tenant, where no person has asked to succeed the tenancy, 4 weeks' notice (known as termination period) will commence.
- 3.2 Full rent will be charged for the property from the death of a tenant until 4 weeks' notice expires. The AHA will continue to charge full rent after the 4 weeks' notice until the keys are returned. The tenancy is terminated when the keys are returned to the AHA's office.
- 3.3 Should the AHA be able to let the property earlier and secure rent for the property, a reduced amount of rent will be collected from the Estate. Rent will not be charged for days during the termination period whilst landlord's maintenance is undertaken.
- 3.4 In all deaths the AHA needs to confirm with the relatives who the next of kin is for the deceased and who is responsible for handling the deceased person's affairs.
- 3.5 The name, address and contact details of the next of kin needs to be taken.
- 3.6 To end the tenancy, confirmation of death will be needed.

Clearing the Property

- 3.7 It is the responsibility of the next of kin or relatives to clear the property of all the furniture and personal effects.
- 3.8 If the next of kin or relatives are unwilling or unable to take responsibility for clearing the property, the AHA will ask them to sign a mandate (appendix 2). This consent form gives permission for the AHA to clear any belongings from the property and dispose of any items. If there are funds in the estate, the cost of this can then be claimed back.
- 3.9 If any items left in the property could be of value then, with the next of kin or relatives' approval, the AHA Manager can contact a second hand goods trader to purchase the items to try and reclaim any of the costs AHA has incurred. They may agree to clear the property and then offset any money gained from the purchase of the items against the cost of clearing the property.

Locating next of kin

- 3.10 The AHA will try and locate any family members or next of kin for the deceased and confirm who is responsible for handling the affairs.
- 3.11 In the event there is no known next of kin, the AHA should immediately contact the H M Receiver, at the Royal Court (Guernsey) on Tel. 749593. They will take over the whole process. Any monies outstanding should be collected from the estate unless it is proven there is no money.

Succession to tenancy

- 3.12 Any persons claiming the right to succeed a tenancy should complete a housing application form. The person should contact the AHA to discuss their eligibility before completing an application form. The application should be returned to the AHA within 14 days of the tenant's death.

No evidence of a will

- 3.13 If there is no will with a named executor to the estate or grant of probate, the relatives, family or next of kin will need to sign an indemnity form (appendix 3) at the AHA offices. This will provide written confirmation that any funds and/or belongings can be released to the named persons.

4. Payments

If payments are outstanding for rent, maintenance, or Court cost accounts

- 4.1 The family needs to confirm to the AHA if a probate grant has been issued and pass on the executors' details to them. If no probate grant has been issued, it is because there is very little money in the estate. If the tenant is claiming supplementary benefit, then this indicates that there is little savings.
- 4.2 The AHA will write to the executor or if there is no executor, they will write to the family members or next of kin requesting arrears payment. The AHA will write a second letter requesting payment if no money is received. If no payment is received the AHA Manager will consider writing off the arrears or if to proceed with further action.
- 4.3 If there is no money in the estate, the AHA will request confirmation of this from the executor/next of kin e.g. bank statement and the arrears will then be written off.

Funds due from overpayment

- 4.4 The AHA will need to request a copy of the probate grant if one has been issued. If there is no probate grant, the AHA will require a copy of the deceased tenant's will.
- 4.5 Once the AHA has the details of the executor, they will require proof of their identity, for example a passport or driving licence, before a cheque for the funds can be issued.
- 4.6 The AHA will need a receipt from the executor as it is important that the AHA knows who they are paying to and that they are bona fides.

5. Housing Management System

- 5.1 On the death of a tenant, the AHA Manager will notify GHA to update Aareon

Date Approved: March 2021	Next Review Date: March 2023
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(Appendix A)

TERMINATION OF TENANCY Notice of Termination



I/We: _____

Wish to terminate the tenancy of the following property:

With effect from: _____
(Please note that 4 weeks' notice is required in all cases other than due to the death of the sole tenant or if you have been requested to transfer to another AHA property)

Keys given to you at the start of your tenancy *(Please detail)*:

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You will need to hand back ALL keys to Alderney Housing Association (AHA) prior to, or on the last day of your tenancy.

Please indicate your preference:

- You will be met at the property: Date: _____ (mon. – fri.)
Time: _____ (8.30-12.30)
- Return the keys to the AHA office: Date: _____
(Through letterbox if AHA office is closed)

Failure to return your keys on time, as requested, will result in you being charged additional rent for the property.

Please note a property inspection will be carried out prior to the end of your tenancy. This is standard procedure for all AHA tenants.

Please list any known damage/adaptations to the property prior to the inspection:

My/Our forwarding address will be:

Contact Number: _____

Current Outstanding Rent arrears (if any): _____

ALL ARREARS MUST BE CLEARED PRIOR TO THE END OF YOUR TENANCY

Reason for Termination of Tenancy:

- Buying own property
- Moving to another AHA property
- Moving in with friends/family
- Residential Care/Nursing Home/Extra Care
- Renting from Private Landlord
- Partial Ownership
- Other – please specify _____

Please note any specific reasons that have caused you to leave AHA accommodation and/or any feedback on the property:-

The tenant is to give the Landlord vacant possession returning all keys for the Premises to the Landlord at the end of the Tenancy and to remove all furniture, personal possessions, all rubbish/refuse and carpets (unless pre-agreed with the Landlord to remain in situ) leaving the Premises and the Landlord's fixtures and fittings in good order and in a clean and tidy condition.

The Tenant must hand back the Premises in good condition and decoration in the same or similar colours as at the commencement of the Tenancy and to decorate using only neutral colours all internal parts of the Premises as frequently as is necessary to keep them in good decorative order. The tenant is not permitted to use wallpaper or paper borders on any areas in the property.

Should the tenant smoke or allow smoking inside the Premises the Tenant will be required to make good any discolouration to the interior of the Premises caused from smoking.

The Landlord accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy.

The Tenant to ensure the oil storage tank has a minimum of 250 litres remaining and to ensure one gas bottle at least is left full.

Where the Tenant fails to remove his/her possessions from the Premises following the end of the Tenancy, the Landlord shall be entitled to sell or dispose of any possessions at the absolute discretion of the Landlord and will deduct all reasonable costs of the sale from the proceeds and will account to the Tenant for the balance of the sale proceeds ("the Balance").

If the Tenant does not collect the balance within 6 weeks from notification of the sale, or if the Landlord cannot, after reasonable efforts, contact the Tenant, then the Landlord may apply the balance in furtherance of its housing objectives.

In cases where the Tenant has any indebtedness to the Landlord, the balance may be immediately applied by the Landlord to reduce or extinguish the debt.

Where the Tenant fails to clear all possessions from the Premises at the end of the Tenancy, the Tenant agrees to pay the Landlord a sum equivalent to the Rent for the Premises until such time as the Premises have been cleared.

I/We agree to remove all items from the above property prior to the last day of my/our tenancy.

ALL items (personal and otherwise) will automatically become the property of AHA from this date, for them to dispose of/sell/gift/remove etc as deemed appropriate and necessary.

I/We understand that I may be charged for this service, along with any items of tenant neglect or damage not deemed to be 'fair wear and tear.'

I/We agree to leave the property and any outside area in a clean and tidy state and I understand that I may be charged for any cleaning that may need to be done by AHA.

I/We agree to AHA forwarding my new address to local utility providers.

Signed (Tenant):

Print Name:

Signed (Joint Tenant):

Print Name:

Date Signed:

(Appendix 1)



MANDATE TO CLEAR PROPERTY OF BELONGINGS

Tenant(s) name: _____

Property: _____

Iauthorise Alderney Housing Association to remove and dispose of any items left in the property after the termination date and I understand that I will be charged for this service, along with any items of tenant neglect or damage not deemed to be 'fair wear and tear.'

All items (personal or otherwise) will automatically become the property of AHA from this date, for them to dispose of, sell, gift, remove etc as deemed appropriate and necessary.

Signed: _____

Print Name: _____ **Date:** ____/____/ 20__

Address: _____

Contact number: _____

(Appendix 2)



MANDATE TO CLEAR PROPERTY OF BELONGINGS

Tenant(s) name: _____

Property: _____

Date of death: _____

Iauthorise Alderney Housing Association to remove and dispose of any items left in the property after the termination date and I understand that the estate may be charged for this service, along with any items of tenant neglect or damage not deemed to be 'fair wear and tear.' I also confirm by signing this letter I have been appointed as the executor to the above tenant.

All items (personal or otherwise) will automatically become the property of AHA from this date, for them to dispose of, sell, gift, remove etc as deemed appropriate and necessary.

Signed: _____

Print Name: _____ ++ _____ **Date:** ____/____/ 20__

Relationship to the tenant: _____

Address: _____

Contact number: _____



INDEMNITY FORM

This Indemnity is made this day of 20
By *[being the executor/administrator of the personal estate of the*
late *(the Deceased) OR the residuary beneficiaries entitled to the*
personal estate of *(the Deceased) – **delete as appropriate**].*

- 1 The Deceased died in Alderney on without leaving a will and or with insufficient assets to warrant applying for probate of the Deceased's estate.
- 2 The Deceased is entitled to a refund from Alderney Housing Association Ltd ("AHA") in the sum of in respect of rent paid in advance ("the rent refund").
- 3 In consideration of the release and indemnity hereinafter provided to AHA, will receive the rent refund.

NOW THE INDEMNITY WITNESSES as follows:-

- 1 By signing this form I/We confirm:
 - 1.1 the information we or any one of us provide or have provided to AHA in the course of our dealings with AHA in relation to the Deceased's estate is correct to the best of my/our knowledge;
 - 1.2 that I/We are legally entitled to administer and/or inherit the Deceased's estate;
 - 1.3 I/We accept that if any other parties come forward who have a valid claim on the Deceased's estate I/We will be liable to repay the monies to AHA;
 - 1.4 I/We will be responsible to AHA in respect of any and all losses, costs or expenses AHA incurs in dealing with any claims or demands which may be made by or against AHA as a consequence of AHA paying the monies to me/us without my/our obtaining a Grant of Probate or Letters of Administration if other parties lodge a valid claim;
 - 1.5 to the best of my/our knowledge the Deceased's estate is not insolvent; and
 - 1.6 that to establish full legal authority and legal title to deal with the Deceased's affairs if at any time it is requested to attach signatures of everyone who is administering the estate.

SIGNED

for and on behalf of Alderney Housing Association

SIGNED by

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