



Abandoned Homes Policy

Version 1

Approved by: Executive Team

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1.0 Introduction

1.1 We must make the best use of our homes. This means recovering and letting abandoned homes quickly.

1.2 Our Policy covers:

- The definition of an abandoned home
- The action we will take when a home is abandoned.

1.3 Our Policy covers the following occupancy agreements:

- Assured (non-shorthold), secure (periodic tenancies)
- Assured shorthold, fixed term, starter (non-periodic tenancies)
- Licences.

It does **not** cover:

- Home owners (Leasehold and shared ownership)
- Student, keyworker or commercial properties
- Excluded Licences.

1.4 When we use the terms 'you' and 'your' in the Policy, we mean tenants or licence holders. The terms 'we', 'our' and 'us' mean Optivo.

2.0 When is a home abandoned?

2.1 A home is abandoned when it appears you have left intentionally and permanently without telling us and you have no intention to return and nobody else is living there.

2.3 You must live in your home as 'your only or principal home'. This is a legal requirement. Your tenancy or licence will end, or you will be in breach of its terms if you don't. This means you may not have the protection of the law, and we can take possession of the home.

2.2 You'll be in breach of your tenancy, and may lose your tenancy if:

- You're away from your home for more than four weeks without telling us, **and**
- The evidence confirms you don't intend to return to the home.

2.4 We recognise you may need to be away from your home for long periods. Before you go away, you must inform us in writing if you are to be away for longer than four weeks. The email or letter must include:

- When you plan to leave the property
- Contact details for who we can contact in your absence, if not you.
- When you plan to return to the property
- The reason for the absence.

3.0 What action will we take?

3.1 We will make efforts to contact you if it appears nobody is living in your home. We'll consider a home abandoned if:

- You confirm you've left and have no intention to return
- OR**
- It appears nobody is living there and we're unable to contact you having:
 - visited your home for signs of abandonment
 - checked if you contacted us to let us know you'll be away
 - checked if your rent is being paid
 - tried all the telephone numbers and addresses you've given us
 - spoken to neighbours
 - checked with statutory authorities e.g. hospitals, police.

3.2 If we still think you've abandoned the home, we'll send you a letter to your home and any other known address, with a Notice of Termination form for you to sign and return to us.

3.3 We'll secure homes that are insecure – for example, if doors are unlocked or open. We'll also arrange emergency repairs if needed, following our [Access Policy](#) if we need to gain access. We will charge you in line with our [Chargeable Repairs Policy](#)

3.4 If you respond and tell us you:

- **Do not** intend to return and give us confirmation in writing, and/or return your keys your tenancy can end after four weeks
- **Do not** intend to return but do not give us confirmation in writing, we'll seek to end the tenancy. We will charge you for any additional costs we incur in order to gain possession of the property
- **Do** intend to return, you must give us a date when you'll return. We won't take action to end your tenancy before this date if:
 - The date is within four weeks, and
 - There are no other tenancy breaches, and
 - We're satisfied with the evidence you've given us.

3.5 If you don't respond, and we believe you've abandoned the home, we'll seek possession of your home. Our action depends on your tenancy or licence agreement as outlined below:

Type of tenancy	Legal action
Assured/ Secure tenancy or License (not excluded from Protection from Eviction Act 1977)	Serve: <ul style="list-style-type: none"> • Notice to Quit, and • Notice of seeking possession “without prejudice to Notice to Quit dated xxx”
Assured Shorthold or starter tenancy	Serve: <ul style="list-style-type: none"> • Section 21 notice Seek advice from Legal if there’s a need to also serve: <ul style="list-style-type: none"> • Notice of seeking possession
Fixed term tenancy	Serve one or all: <ul style="list-style-type: none"> • Notice to forfeit your tenancy under section 146 of the Law of Property Act (1925) • Section 21 notice (if nearing the end of the fixed term)

3.6 We’ll serve the relevant notices listed in 3.4 above by all these methods:

- Hand
- Email where we have an email address for you
- Post to your home address (in case you have diverted your post) and care of addresses you may have provided us. This may include addresses to your next of kin.

3.7 We’ll end the tenancy either:

- When the Notice period expires and we’re satisfied the property is empty. A Housing Director and Solicitor must approve the decision to gain entry to the home

OR

- When a Court makes a possession order and the date for possession has passed.

3.8 When we take possession of the home we’ll prepare an inventory and take photographs. If you leave belongings in the home, we’ll take reasonable steps to contact and trace you. We will serve a Tort Notice to give you a timeframe to contact us and collect your belongings. We may handle, sell or dispose of any belongings in line with our Disposal of Goods Procedure.

4.0 Review

We will review this Policy to address legislative, regulatory, best practice or operational issues.