

Abandonment, Unauthorised Occupants and Subletting Policy

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Monitoring, Auditing and Reporting	<ol style="list-style-type: none"> 1. Regular auditing via 1:1s, Fraud monitoring spreadsheet 2. Comprehensive and accurate records of permitted lodgers and subtenants

1. Scope and Aims

- 1.1. This policy sets out Hexagon's approach to homes that appear abandoned or are being occupied illegally by unauthorised occupants.
- 1.2. The policy applies to all Hexagon's properties that are available to rent, including supported housing and shared ownership homes. It does not apply to leasehold or freehold properties.
- 1.3. Hexagon aims to thoroughly investigate and robustly manage any property that appears abandoned or occupied illegally to allow best use of our available homes.
- 1.4. Hexagon has a regulatory obligation under the Tenancy Standard to take action to prevent and tackle tenancy fraud.

2. Equality and Diversity

- 2.1. Hexagon aims to understand the diverse needs of residents and deliver fair and equitable outcomes under this policy. We commit to considering reasonable adjustments in the delivery of our services to accommodate the diverse needs of residents and their household members.
- 2.2. An equality and diversity impact assessment has been carried out and is attached as an appendix to this Policy.
- 2.3. This Policy will be enacted in line with our Vulnerable Residents and Reasonable Adjustments Policy and in compliance with our obligations under the Equality Act 2010 and the Regulator of Social Housing's Consumer Regulations.

3. Resident Consultation

- 3.1. This policy is not on our programme for resident consultation, however if involved residents request consultation on this policy this will be facilitated by Hexagon.

4. Key terms and definitions

- 4.1. **Abandoned properties** – a property where the tenant has left with no intention of returning.
- 4.2. **Temporary absence** – there can be a range of reasons why a tenant may be absent from their home for an extended period but where they have an intention to return. These include but are not limited to:

- 4.2.1. Stay in hospital/nursing home;
- 4.2.2. Custodial prison sentence;
- 4.2.3. Living in alternative accommodation because of domestic abuse;
- 4.2.4. To provide or receive care from family.

4.3. Unauthorised or illegal occupants – there are various forms of unauthorised occupancy, including but not limited to:

- 4.3.1. Fraudulently obtaining a tenancy e.g. through the misinterpretation of identity or circumstances;
- 4.3.2. Unlawfully renting out a part or whole of a property;
- 4.3.3. Fraudulent succession;
- 4.3.4. Unauthorised assignment or exchange;
- 4.3.5. Not notifying Hexagon when a tenant moves out or passes away.

4.4. Sub-tenant – has exclusive use to a part of a property, such as a bedroom.

4.5. Lodger – has access to, and shares, all the facilities of a property with the tenant and is treated as a member of the family or household. A lodger has entered an agreement with one of our tenants to stay in a part of the property and has no exclusive use of the dwelling.

5. Policy Statement

- 5.1. **Abandoned properties** - Hexagon recognises the high demand for affordable housing and will take all necessary steps to recover abandoned properties to make sure our homes are being used by the people allocated to them.
- 5.2. Hexagon will carry out all necessary and appropriate investigations to establish the tenant's intention to return to the property to understand whether their absence is temporary or permanent. We will try to establish conclusively that the property is abandoned and compile associated evidence to support any legal proceedings necessary for recovering the property. These investigations will include information available through the National Anti-fraud Network (NAFN).
- 5.3. Property abandonment is often linked with someone's inability to sustain their tenancy. Any tenant whose circumstances or behaviours put them at higher risk of being unable to sustain their tenancy which in turn could lead to them

abandoning their property, will be offered any support necessary to help them sustain their tenancy.

5.4. Temporary absence - residents are required to inform Hexagon of any intention they have, to leave their property vacant for more than six weeks. If a property is left empty for more than 13 weeks without contact from the tenant, Hexagon will assume it has been abandoned. Extended absences do not necessarily mean that a tenant will lose their home as long as the property remains their only and principal home.

5.5. In the case of shared owners, permission may be granted for an absence of up to 12 months for the following reasons:

5.5.1. To seek employment elsewhere;

5.5.2. To fulfil a caring responsibility;

5.5.3. To a serving member of the Armed Forces whose tour of duty requires them to serve away from the area in which they live.

5.6. Where an absence is due to a custodial prison sentence, Hexagon may decide to take possession proceedings based on the following factors:

5.6.1. Nature of the crime and whether this is a breach of tenancy;

5.6.2. Length of sentence;

5.6.3. Ability to pay the rent for the duration of the absence.

5.7. Hexagon will take what steps possible to avoid possession proceedings, particularly those linked with potential rent arrears. This will include considering a “temporary caretaker” arrangement with someone identified by the tenant e.g. a partner, family member or friend. Hexagon will not want to prejudice the right to recover possession in the future in those circumstances, so the caretaker will be told that any payments received will be accepted as mesne profits and should not be taken as an intention to create a new tenancy.

5.8. Where one tenant in a joint tenancy is convicted and sentenced to prison, the remaining tenant remains responsible for the rent.

5.9. If Hexagon considers repossession of the property to be the best course of action, the resident is invited to end their agreement in the first instance. Hexagon will highlight the full implications of doing this ahead of a decision being reached by the resident.

- 5.10. **Unauthorised occupants** – this can prevent a property from being let, and those committing this offence are circumventing the system of fair allocation.
- 5.11. Hexagon takes proactive steps to identify and deter unauthorised occupants including:
- 5.11.1. Starter/settling-in visits for all new tenants;
 - 5.11.2. Tenancy review visits;
 - 5.11.3. Training to support Hexagon team members to identify and investigate possible tenancy fraud;
 - 5.11.4. Information to Hexagon residents regarding what constitutes occupancy/tenancy fraud.
- 5.12. Hexagon will take legal action where necessary to recover possession of illegally occupied properties.
- 5.13. Suspected cases of Tenancy Fraud will be managed in line with Hexagon's Tenancy Fraud Policy.
- 5.14. **Subletting** – any right to take in a sub-tenant is set out within Hexagon's tenancy agreements. All requests must be made in writing to Hexagon to enable permission to be granted. Additional information may be requested from the tenant before agreeing to their request including, but not limited to, the proposed sub-tenant's personal details.
- 5.15. Where allowed for in the tenancy agreement, Hexagon will not withhold permission from a tenant requesting to rent out part of their property, provided it does not result in overcrowding or any other breach of tenancy, and planned works at the property will not affect the sub-tenant.
- 5.16. If we refuse an application to permit a lodger, we will explain the grounds for this refusal in writing. Where the tenant appeals this decision, this will be reviewed by a senior manager and a response to the appeal will be issued within 14 working days.
- 5.17. Where permission to sublet is not granted, we consider any subtenant or lodger to be an unauthorised occupant.
- 5.18. Hexagon is sensitive to the fact that the sub-tenant may be unaware of their unauthorised status, and as such will need to be given support and housing advice in relation to future housing options and rights, particular if the unauthorised occupant is vulnerable or has support needs.

- 5.19. Hexagon will ensure that arrangements are in place to deliver the following advice and support:
- 5.19.1. An assessment of housing need and advice on housing options;
 - 5.19.2. Homelessness advice;
 - 5.19.3. Signposting to independent legal advice, e.g. in relation to protection for eviction and recovering advance rents and deposit from the tenant.
- 5.20. Tenants cannot sublet the whole of their home. Subletting the whole of the home will be treated as abandonment and a breach of the tenancy agreement. This includes all temporary or holiday lets (through organisations such as Airbnb, Gumtree or similar). Hexagon will take action to regain possession if the whole of the home has been sublet.
- 5.21. **Lodgers** – as with sub-tenants, tenants' ability to take in a lodger is set out within their tenancy agreement and in all cases, written permission from Hexagon is required prior to the arrangement starting.
- 5.22. Hexagon will revoke permission for a sub-tenant or lodger where any eligibility criteria have been breached, such as a breach of tenancy.
- 5.23. Tenants will be responsible for assessing the financial and legal implications of having a sub-tenant or lodger. They are also responsible for checking that their sub-tenant or lodger has the right to rent.
- 5.24. The tenant remains responsible for all conditions of the tenancy and the behaviour of any sub-tenants or lodgers. Hexagon will regard a sub-tenant or lodger as a member of the household for the purposes of antisocial behaviour.

6. Data Protection

- 6.1. This Policy will be enacted in line with our Data Protection framework, and in line with the UK GDPR and Data Protection Act 2018.
- 6.2. Under this policy, we may process information from the National Anti-Fraud Network (NAFN) and from publicly available information such as accommodation sites and social media to identify tenancy fraud. The information is processed under the Data Protection Act 2018, schedule 2, part 1, paragraph 2(1): the information sought is needed in the prevention/detection of crime. We may also process data under the Data Protection Act 2018, schedule 2, part 1, paragraph 5(3): the information sought is required to be disclosed by law or in connection with legal proceedings. This is set out in our Privacy Notice.

6.3. If you want more information about how your personal data is processed under this policy, please contact our data protection team at dprotection@hexagon.org.uk or call our office.

7. Legal Framework

7.1. Housing Act 1980

7.2. Housing Act 1985

7.3. Housing Act 1996

7.4. Equalities Act 2010

7.5. Disability Discrimination Act 2005

7.6. [Public Sector Equality Duty](#)

8. Related Hexagon policies, strategies and procedures

8.1. Tenancy Policy

8.2. Tenancy Fraud Policy

8.3. Starter Tenancy Policy

8.4. Tenancy Management Policy

Appendix 1: Equality Impact Assessment

Hexagon's Vulnerable Residents and Reasonable Adjustments Policy commits the organisation to understanding the diverse needs of residents and, where there are any barriers to accessing the service or any disproportionate negative impact, considering reasonable adjustments to ensure a fair and equitable outcome for all residents.

Hexagon recognises that responding and reacting to the changing needs of residents requires a willingness to do things differently and find individual solutions to ensure equitable access to our services for all. The following table will propose how we will adjust the service to account for possible requirements of different groups, to help us to prepare for these expected needs. However, we recognise that we cannot anticipate every need and that there is not a one-size-fits-all solution to all needs, so we will continue to be responsive and flexible in adapting to the diverse needs of residents in enacting this policy.

See the Vulnerable Residents and Reasonable Adjustments Policy for examples of Reasonable Adjustments we will consider. When considering what is reasonable, we will take into account: The effectiveness of the adjustment(s) in preventing or reducing the disadvantage for the person with a disability; The practicality of us making the adjustments; The availability of our resources, including external assistance and finance; Any disruption to the service that making the adjustment may cause.

Characteristic	Impact	Explanation of Impact	Reasonable Adjustments Considered	Consideration of effectiveness, practicality, cost/availability of resources and any disruption to service	Decision on whether to implement the Reasonable Adjustment
Age	None	If a tenant has breached the tenancy agreement and is vulnerable due to age, Hexagon will offer tenancy sustainment support. If an unauthorised occupant is vulnerable due to age, Hexagon will offer housing advice support.	Tenancy sustainment support Housing advice support	Support, signposting, referrals and liaising with support workers or other agencies is reasonable. However, where the tenant does not engage or continues to breach their tenancy agreement, Hexagon will still consider legal action subject to a risk assessment.	Agreed
Pregnancy/ Maternity	None	If a tenant has breached the tenancy agreement and is vulnerable due to pregnancy/maternity, Hexagon will offer tenancy sustainment support. If an	Tenancy sustainment support Housing advice support		Agreed

		unauthorised occupant is vulnerable due to pregnancy/maternity, Hexagon will offer housing advice support.			
Disability: Physical health and mobility	None	If a tenant has breached the tenancy agreement and is vulnerable due to disability, Hexagon will offer tenancy sustainment support. If an unauthorised occupant is vulnerable due to disability, Hexagon will offer housing advice support.	Tenancy sustainment support Housing advice support		Agreed
Disability: Learning and neurodiversity	None	If a tenant has breached the tenancy agreement and is vulnerable due to disability, Hexagon will offer tenancy sustainment support. If an unauthorised occupant is vulnerable due to disability, Hexagon will offer housing advice support.	Tenancy sustainment support Housing advice support		Agreed
Disability: Vision and hearing	None	If a tenant has breached the tenancy agreement and is vulnerable due to disability, Hexagon will offer tenancy sustainment support. If an unauthorised occupant is vulnerable due to disability, Hexagon will offer housing advice support.	Tenancy sustainment support Housing advice support BSL Translation Services		Agreed
Disability: Mental health	None	If a tenant has breached the tenancy agreement and is vulnerable due to	Tenancy sustainment support Housing advice support		Agreed

		disability, Hexagon will offer tenancy sustainment support. If an unauthorised occupant is vulnerable due to disability, Hexagon will offer housing advice support.			
Sex	None	No impact identified			
Gender reassignment / Transgender / Non-binary identity	None	Hexagon will record and adhere to a tenant or unauthorised occupants' preferred title, name, pronouns, and gender identity.	Updating records on request to accurately capture gender identity, pronouns, name and title.		Agreed
Race or nationality	None	No impact identified			
Religion or belief	None	No impact identified			
Sexual orientation	None	No impact identified			
Language	None	Where a tenant or unauthorised occupant has low or no English language proficiency, Hexagon will provide translation services	Translation services		Agreed
Literacy	None	Where a tenant or unauthorised occupant has low or no literacy, Hexagon will provide alternative ways of communicating	Adhering to preferred communication methods. This may be in addition to sending out paper letters where we are required by law to send a legal notice in this format.		Agreed

Outcome

Where any negative impact is identified, have changes to the policy or sufficient reasonable adjustments been proposed to mitigate the impact?

No negative impact identified

How will the reasonable adjustments be facilitated and communicated to residents?

In alignment with the Vulnerable Residents and Reasonable Adjustments Policy

What are the arrangements for monitoring and reporting on the impact on residents, the diverse needs of residents using the service, and the implementation of reasonable adjustments?

Equality impact assessment within Housing Annual Report