



**Millat Asian Housing  
Association  
'Community Based  
Community Led'**

# **MILLAT ASIAN HOUSING ASSOCIATION**

## **Non-Occupation & Subletting Policy**

### **PURPOSE:**

This document outlines the procedures for dealing with cases of Non – occupation of Association's properties by its rightful tenants and when the tenants have sub-let the property without the Association's permission

**Approved on 20 January 2022**

**To be reviewed in January 2027**

## Definitions

- Non-Occupation is where the legal occupier is not living in the property and/or is not using the property as their sole or principal home
- Subletting is where the legal occupier has let out the whole or part of the property without obtaining the consent of Millat

## Policy Statement

In the Tenancy agreements it states that 'the tenant shall not part with possession of the premises or sub-let the whole of the premises nor grant an assured sub-tenancy of any part of the premises. This basically means that subletting is not permitted and therefore formal action needs to be taken in cases where subletting is suspected or is found to have taken place.

Subletting is not to be confused with flat or home minding which is where the Association has agreed to a request from a tenant for a single person to mind their property whilst they live abroad for an agreed period. This is dealt with under a separate policy.

Social housing is made available to those in housing need. Non occupation of a property by the legal occupier is a breach of the tenancy agreement and formal action needs to be taken to ensure that the property is used to legally house someone who is in housing need.

## Procedure

Before initiating Non-Occupation and/or Subletting action it is important to make sure that all necessary steps have been taken to contact the legal tenant. This may be through making home visits during the day and or evening, by telephone, by letter etc. If these steps have not resulted in making contact with the legal occupier, then Millat will take the following action:

1. If the tenancy has been ended by the service of a Notice to Quit, then the procedure for Unauthorised/squatted properties should be followed.
2. If the legal occupier has left the property, then **letter 1** should be sent to ascertain whether they have an intention to return. **Send Letter 1 - Non occupation & subletting.**
3. If there is no response, then letter 2 should be sent. **Send Letter 2 - Non occupation & subletting.**
4. Millat will also carry out a thorough investigation which will include:
  - Obtaining statements from neighbours, unauthorised occupiers, Housing Officer, (when they last saw legal occupier), home visits, etc,
  - Contacting the Housing Benefit/ Universal Credit & Council Tax Department to check if HB/UC or Council Tax is being claimed and in whose name?

- Checking the rent account - Where rent arrears have built up over a period of time with no payments being received. Are payments consistent with the previous record
  - Confirming with British Gas, Water companies, Electricity supplier and any other supplier that their services are connected and that the supply is registered in the legal occupier's name
  - Checking the Electoral Roll
  - Looking for evidence that the property has been advertised i.e., in newspaper advert, through letting agents, etc. **(Please note this is not an exhaustive list)**
5. Once the above checks have been made and if there has still been no contact from the legal occupier, then legal action will be initiated to obtain repossession of the property. The Housing Manager will serve a Notice to Quit & Notice of Seeking Possession on the legal occupier. **Serve Notice to Quit & Notice of Seeking of Seeking Possession.**

The Notice must be accompanied by a covering letter.

6. The covering letter will state the reasons why the notices have been served. The notices must be served on the Millat property and the last known address of the legal occupier. The covering letter should state that both notices have been served without prejudice. The notice should be delivered by hand to the property and be sent by first class post to the last known address of the legal occupier (if different to the property address)
7. Millat will notify the illegal occupier in writing that:
- That the tenancy/lease will end if the legal occupier is not living at the property when the notice expires.
  - On the expiry of the Notice to Quit, we will not accept any payments as rent. Any money received will be treated as payment in lieu of use and occupation of the property.
  - The illegal occupier should approach the Homeless Persons Unit in their Borough to seek housing advice and to find out if they might be eligible for re-housing.
8. When the NTQ & Notice of seeking Possession expires, Millat will either:
- Take up possession of property if is empty or
  - Instruct a nominated solicitor to proceed to court for possession order or
  - Initiate DIY Possession proceedings.
9. The Housing Manager will attend Court to give evidence with the nominated solicitor who will present the case.
10. At court a judgement will be requested for any outstanding arrears and any other amounts outstanding in lieu of lost rent.
11. If an Order is granted by the Court, the Housing Manager will instruct the nominated solicitor to apply for a warrant for eviction at the earliest opportunity.
12. The legal occupier will be notified of the Court's decision in writing by the Housing Manager. The letter will be sent to the property and also to the last known address of the legal occupier (if different).

13. Following eviction, the Housing Manager will arrange for the property to be voided on the system. They will also update the void records.

## **Letter one**

*Date*

Name,  
Address  
Post code

Dear Mr./Mrs./Ms./Miss,

### **Re: Address of property**

I have received reports that you are not occupying your Housing Association property as your principal and only home.

I would be grateful if you could contact me on 0208 640 6413 to discuss this matter and how this may affect your tenancy.

I look forward to hearing from you soon.

Yours sincerely

**Housing Manager**

## **Letter 2**

*Date*

Name,  
Address  
Post code

Dear Mr./Mrs./Ms./Miss,

### **Re: Address of property**

I refer to my letter dated xxx and my visits to your property on xxx.

To date I have not received a response from you and must remind you of section xx of your Tenancy Agreement which states you must not part with possession of or sub-let the whole of the premises and to occupy the premises as your only or principal home.

Please contact me on 0208 640 6413 by xxx to arrange a mutually convenient time for me to visit you at your property. Failure to do so, will give the Association no alternative other than to serve a Notice to Quit and Notice of Seeking Possession, which are the first stages in the legal process to taking repossession of the above property.

Please contact me at your earliest convenience.

Yours sincerely

**Housing Manager**

**Form No. 3 of the Assured Tenancies  
and Agricultural Occupancies (Forms)  
Regulations 1997**

**HOUSING ACT 1988  
Section 8 as amended by Section 151 of the Housing Act 1996**

**Notice of Seeking Possession of a Property Let on an Assured  
Tenancy or an Assured Agricultural Occupancy**

- 
- Please write clearly in black ink.
  - Please tick boxes where appropriate and cross out text marked with an asterisk (\*) that does not apply.
  - This form should be used where possession of accommodation let under an assured tenancy, an assured agricultural occupancy or an assured shorthold tenancy is sought on one of the grounds in Schedule 2 to the Housing Act 1988.
  - Do not use this form if possession is sought on the “shorthold” ground under Section 21 of the Housing Act 1988 from an assured shorthold tenant where the fixed term has come to an end, or, for assured shorthold tenancies with no fixed term which started on or after 28 February 1997, after six months has elapsed. There is no prescribed form for these cases, but you must give notice in writing.
- 

---

(1)            1. To: *Name of tenant*  
Name(s)  
of  
tenant(s)  
or  
licensee(s)  
):

---

---

(2)            2. Your landlord/licensor\* intends to apply to the court for an  
Address       order requiring you to give up possession of (2):  
of  
premises:

*Address of premises*

---

---

(3) Give the full    3. Your landlord/licensor\* intends to seek possession on  
text (as set out    ground(s) **10 and 12** in schedule 2 to the Housing Act

in the Housing Act 1988 as amended by the Housing Act 1996) of each ground Which is being relied on.  
(Continue on a separate sheet if necessary).

1988, as amended by the Housing Act 1996, which read(s) (3):

**Any other obligation of the tenancy (not related to rent) has been broken or not performed.**

---

(4) Continue on a separate sheet if necessary.

4. Give a full explanation of why each ground is being relied on (4):

**Notes on the ground for possession:**

- If the court is satisfied that any of grounds 1 to 8 is established, it must make an order (but see below in respect of fixed term tenancies).
- Before the court will grant an order on any of grounds 9 to 17, it must be satisfied that it is reasonable to require you to leave. This means that, if one of these grounds is set out in section 3, you will be able to suggest to the court that it is not reasonable that you should have to leave, even if you accept that the ground applies.
- The court will not make an order under grounds 1, 3 to 7, 9 or 16, to take effect during the fixed term of the tenancy (if there is one) and it will only make an order during the fixed term on grounds 2, 8 or 10 to 15 if the terms of the tenancy makes provision for it to be brought to an end on any of these grounds.
- Where the court makes an order for possession solely on grounds 6 or 9, your landlord must pay your reasonable removal expenses.

(5) Give the earliest date on which court proceedings can be brought.

5. The court proceedings will not begin until after (5):  
*Enter date (must be four clear Mondays)*

- Where the landlord is seeking possession under grounds 1, 2, 5 to 7, 9 or 16, court proceedings cannot begin earlier than 2 months from the date this notice is served on you (even where one of grounds 3, 4, 8, 10 to 13, 14A, 15 to 17 is specified) and not before the date on which the tenancy (had it not been assured) could have been brought to an end by a notice to quit served at the same time as this notice.

- Where the landlord is seeking possession on grounds, 3, 4, 8, 10 to 13, 14A, 15 or 17, court proceedings cannot begin until 2 weeks after the date this notice is served unless one of grounds 1, 2, 5 to 7, 9 or 16 is also specified in which case they cannot begin earlier than two months from the date this notice is served.
- Where the landlord is seeking possession on ground 14 (with or without other grounds), court proceedings cannot begin before the date this notice is served.
- Where the landlord is seeking possession on ground 14A, court proceeding cannot begin unless the landlord has served, or has taken all reasonable steps to serve, a copy of this notice on the partner who has left the property.
- After the date shown in Section 5, court proceedings may be begun at once but not later than 12 months from the date this notice is served. After this time the notice will lapse, and a new notice must be served before possession can be sought.

---

**6. Name and address of landlord/licensor\*:**

*To be signed and dated by the landlord or licensor or his agent (someone acting for him). If there are joint landlord each landlord or the agent must sign unless one signs on behalf of the rest with their agreement.*

Signed:

HOUSING MANAGER

Date:

Please specify whether: Landlord  
Landlord's agent

Licensor

Joint landlords

Name(s) **Millat Asian Housing Association on behalf of (Name of Landlord)**

Address: **58 Victoria Road  
MITCHAM  
CR4 3JA**

Telephone: **0208 640 6413**

---



**What to do if this notice is served on you.**

- **This notice is the first step requiring you to give up possession of your home. You should read it very carefully.**
- **Your landlord cannot make you leave your home without an order for possession issued by a court. By issuing this notice your landlord is informing you that he intends to seek such an order. If you are willing to give up possession without a court order, you should tell the person who signed this notice as soon as possible and say when you are prepared to leave.**
- **Whichever grounds are set out in Section 3 of this form, the court may allow any of the other grounds to be added later. If this is done, you will be told about it so you can discuss the additional grounds at the court hearing as well as the grounds set out in Section 3.**

**If you need advice about this notice, and what you should do about it, take it immediately to a Citizens' Advice Bureau, Housing Advice Centre, Law Centre or a Solicitor.**

## NOTICE TO QUIT – Without Prejudice

(BY LANDLORD OF PREMISES LET AS A DWELLING)

Name and  
Address of  
Tenant To: **Tenant's Name**  
Of: **Tenant's Address**

Name and  
Address of  
Landlord **Landlord's Address**

\*Me/them Give you **NOTICE TO QUIT** and deliver up possession to\*  
or as  
appropriate **Landlord's Address**

†Address Of  
of  
premises **Tenant's Address**

‡Date for On **XXXXXXX** day on which a complete period of your tenancy expires next  
possession after the end of four weeks from the service of this notice.

Date of Dated: **XXXXXXX**  
notice  
Signed

Name and  
Address of  
Agent if **Mr XXXXXXXX**  
Agent **Housing Manager**  
serves **Millat Asian Housing Association on behalf of (Name of landlord)**  
notice **58 Victoria Road, Mitcham, CR4 3JA**

## **INFORMATION FOR TENANT**

*(See Note 2 overleaf)*

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 has run 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 a 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 Citizen's Advice Bureau, a Housing Aid Centre or a Rent Officer.

## **NOTES**

1. Notice to quit premises let as a dwelling must be given at least four weeks before it takes effect, and it must be in writing (Protection from Eviction Act 1977, s. 5 as amended).
2. Where a notice to quit is given by a landlord to determine a tenancy of any premises let as a dwelling, the notice must contain this information (the Notice to Quit etc. (Prescribed information) Regulations 1988).
3. Some tenancies are excluded from this protection: see Protection from Eviction Act 1977, SS 3A and 5(1B).

**Without Prejudice**

*Date*

Name,  
Address  
Post code

Dear Mr./Mrs./Ms./Miss,

**Re: Notice to Quit/Notice of Seeking Possession**

I refer to my previous letter(s) dated xxx and my visit(s) to your property on xxx and note there has been no response from you.

The Association therefore has no alternative than to serve a Notice to Quit/Notice of Seeking Possession. On expiry of this, if you have not contacted me to demonstrate you are occupying your Housing Association property as your principal and only home, I will have no alternative other than to immediately repossess your premises by changing the locks and removing all items contained within/refer the matter for a court hearing.

Please contact me on 0208 640 6413 as a matter of urgency.

Yours sincerely

**Housing Manager**