

Absence from Home Policy

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1 Purpose

- 1.1 As a responsible landlord we want to make the best use of our homes. This includes ensuring if you have a tenancy agreement with us, that you meet the tenancy condition of living there as your only or principal home.
- 1.2 This policy covers the following situations:
- Where you need to be away from your home for an extended period
 - Access and Caretaking arrangements for the property while you are away
 - What steps we will take where we suspect a tenant has abandoned their home
- 1.3 This policy explains how we balance:
- A valid need for someone to be away for a time
 - Ensuring properties are protected and access is available if needed
 - Making sure homes are available for those who need them and have a right to live in them.

2 Policy Headlines

- 2.1 Your principal home: You must occupy your L&Q home as your main home. If you will be away for more than 28 days, you must inform us in advance and confirm that you intend to return. You must seek explicit permission for certain periods (see 5.3).
- 2.2 Caretaker arrangements: If you need to be away for an extended period, you must let us know who can give us access if we require it. You may be able to request a caretaker arrangement so a trusted person can temporarily stay in your home while you are away. This is time-limited and requires our written permission. You remain fully responsible for the tenancy.

Note: Even where you intend to be away for less than 28 days, we expect you to have up-to-date contact arrangements in place, in case we need access in an emergency.

3 Scope and Exclusions

- 3.1 This policy applies to all rented homes owned or managed by L&Q, including general needs, supported and sheltered housing. It covers all tenants (including licensees) under assured, secure, fixed-term, or introductory/starter tenancy agreements.
- 3.2 **Exclusions:** This policy does not directly apply to L&Q leaseholders or shared owners. It also does not cover tenants of intermediate/market rented homes

managed by L&Q's commercial subsidiaries, where separate terms may apply. In those cases, refer to your specific agreement.

3.3 This policy should be read alongside related L&Q policies, which include:

- Tenure Policy (covers different tenancy types and how they can end)
- Abandoned Goods Policy (for dealing with belongings left in abandoned properties)
- Safeguarding and Domestic Abuse policies (which may be relevant if a tenant's absence is due to safety concerns)

4 Legislation and Regulation

4.1 This policy is written in line with current law and regulatory standards. Key legislation and regulations include:

- Housing Act 1985 – Secure tenancies must be occupied as the tenant's only or principal home. Ceasing to occupy can end security of tenure.
- Housing Act 1988 – Grounds for possession for assured tenancies, including breach of tenancy.
- Protection from Eviction Act 1977 – It is a criminal offence to evict or exclude a residential occupier without following proper legal process (court order).
- Prevention of Social Housing Fraud Act 2013 – Unlawful subletting of a social home is illegal and can lead to eviction and prosecution.
- Equality Act 2010 – We will apply this policy fairly and make reasonable adjustments for disabled residents where appropriate.
- Data Protection Act 2018 (UK GDPR) – Personal information will be handled lawfully and in line with data protection principles.

4.2 This policy supports the Regulator of Social Housing's standards, including the Tenancy Standard, which requires us to make best use of our housing stock and tackle tenancy fraud.

5 Temporary Absence from Home

5.1 Notifying L&Q

5.1.1 If you plan to be away from your home for more than 28 days (4 weeks), you must notify us in advance. In sheltered or supported housing, we ask for notification of absences over 7 days. You can notify us in writing, by phone or email.

5.1.2 When you notify us, please provide:

- Reason for your absence
- Expected duration and return date
- Forwarding address and contact details while you're away
- Name of an emergency contact

5.1.3 Rent Payments: You remain responsible for paying your rent and charges during your absence.

5.1.4 Third-Party Payments: You must ensure that any arrangements do not appear to create an unauthorised occupancy or tenancy. For example, you should avoid having the person who is staying, also pay rent directly to L&Q while living in the property. Rent is due from you, in line with your tenancy commitments, and should ideally continue to be paid directly by you, from your bank account.

5.2 Valid Reasons for Absence

5.2.1 The following are typical reasons for an extended absence request:

- Medical care: Hospitalisation, rehabilitation, respite
- Providing or receiving care: Temporarily caring for, or being cared for by, family or close friends
- Custodial sentence: Serving a short prison sentence (generally up to 12 months, case by case). Please note that sentences longer than 12 months will generally result in us taking steps to end the tenancy to ensure the home can be offered to someone in immediate housing need.
- Employment or study: Temporary work assignment, course away from home, armed forces tours of duty.
- Travel or family visit: Extended leisure trip abroad or within the UK

5.3 Duration

5.3.1 We expect most temporary absences to last no more than 3 months. If your absence will exceed this, you must seek explicit written permission from us.

5.3.2 We consider all requests on a case-by-case basis, making reasonable adjustments for your specific circumstances. This includes absences for medical care (hospitalisation, rehabilitation, or respite), students attending courses away from home, and armed forces tours of duty.

Absence Duration	Requirement
Up to 28 days	No notification required, unless you live in sheltered or supported housing (where we ask that you give us 7 days' notice).
28 days to 3 months	You must notify us in advance and provide a return date.
3 to 12 months	You must obtain our explicit written permission. This is generally only granted for compelling or exceptional reasons.
Over 12 months	Not permitted under this policy.

5.3.3 If you do not intend to return by the date agreed in your written permission, or if your absence exceeds the maximum 12-month limit permitted for exceptional circumstances, we will decline your request or extension and will take steps to end your tenancy. This ensures we make the best use of homes for those in genuine housing need.

5.4 Housing Benefit and Universal Credit

5.4.1 Long absences can affect your benefit entitlement.

5.4.2 Responsibility: You must contact your benefit office or the DWP to confirm how long they will continue to pay while you are away.

5.4.3 Prison Sentences: If your absence is due to a custodial sentence, specific benefit limits apply. You should seek advice immediately to avoid rent arrears.

5.5 Your Responsibilities During Absence

5.5.1 You remain responsible for your home and tenancy obligations. You should:

- Secure your property (locks, windows, heating in winter)
- Keep paying your rent
- Arrange for utility bills to be paid
- Consider redirecting mail or having someone collect it
- Arrange access if needed
- Not sublet your home – unauthorised subletting is a serious breach and a criminal offence (See our Lodgers and Subletting policy).

5.6 Communication

Keep in touch with us throughout your absence, as needed. If your plans change, please let us know immediately. If we lose contact with you during an extended absence, we may treat the property as potentially abandoned.

6 Caretaker Arrangements

- 6.1 We may be able to allow a caretaker arrangement to protect your home during an extended absence. In this situation we define a caretaker to be a trusted person who temporarily stays in your home while you are away. They are there to keep it occupied and in good order in your behalf, and can grant us access should we need it. For example, to carry out safety checks and repairs.
- 6.2 They may already live with you as a member of your household, or may usually live elsewhere. They are not a sub-tenant or successor.
- 6.3 You must obtain written permission from L&Q before anyone moves in as a caretaker. When notifying us of your planned absence, inform us you wish to nominate a caretaker. We will require:
- Details about the person (name, relationship to you, current address)
 - Reason for the arrangement
 - They may need to sign a short Caretaker Agreement
- 6.4 All the following conditions must be met:
- Genuine absence: You must be actually absent for a valid reason (see section 5.2)
 - Trustworthy adult: The caretaker must be a responsible adult (18+) you trust. We may refuse if they have been excluded from L&Q properties for ASB or other good reason
 - No rent charged: You must not charge the caretaker rent or fees. They may contribute to utilities but there must be no commercial arrangement. Charging for occupancy will be treated as unauthorised subletting
 - Time-limited: The caretaker's stay must be time-limited with an agreed end date. Extensions require written approval in exceptional circumstances only
 - Tenant responsibility: You remain fully responsible for the tenancy, including rent and the caretaker's conduct. If they or any visitors cause nuisance or damage, you remain accountable.
 - No tenancy rights: The caretaker has no security of tenure and cannot succeed to your tenancy
- 6.5 Having an approved caretaking arrangement can help demonstrate you intend to return. We will interpret an unapproved arrangement, including an unapproved extension, as evidence that you have illegally sublet, or abandoned the property.

- 6.6 The caretaker should keep the property secure, allow access to L&Q staff for repairs, safety checks, inspections, and emergencies. They must adhere to the rules of your tenancy and our policies, including ASB, waste management, and fire safety. If issues arise, we will contact you to resolve them. Serious breaches will lead us to revoke permission for the arrangement.
- 6.7 Repairs and Access: By nominating a caretaker, you give us permission to discuss property-related matters with them, such as arranging emergency repairs, gas safety checks, or health and safety inspections .
- 6.8 No Tenancy Rights: Caretakers have no legal right to stay in the property after you return or after the agreed end date.
- 6.9 We will not unreasonably refuse a valid caretaker request. If we refuse, we will explain why. If you disagree, you may take this through our complaints process.

7 Managing Abandoned Properties

7.1 What is Abandonment?

- 7.1.1 A property is considered "abandoned" when we have good reason to believe you have left without intending to return, and no formal arrangements are in place (See section 5 and 6). This helps us to distinguish abandonment from known and legitimate temporary absence. (For absence during repair work see the Temporary Rehousing during repairs policy).
- 7.1.2 Abandoned properties represent lost opportunities for those in genuine need and on waiting lists to obtain a home. Abandoned properties can fall into disrepair, and be targets for criminal activity. We recognise a need to manage our housing stock efficiently while protecting tenants' rights, and we therefore approach suspected abandonment carefully.

7.2 Signs of Possible Abandonment

- 7.2.1 Our staff will be alert to indicators such as:
- No response to access requests and repeated contact attempts
 - Accumulation of mail
 - Property condition (overgrown garden, repair issues unreported)
 - Rent arrears (especially if previously paid regularly)
 - Third-party reports that the tenant has moved or not been seen
 - Unauthorised occupants

7.3 Investigation

- 7.3.1 If we suspect a property has been abandoned, we will:
- Attempt to contact you using all available methods (phone calls, emails, in person visits, and try emergency contacts)
 - Check internal systems for any recent contact
- 7.3.2 We take extra care if you are known to be vulnerable or in a high-risk situation as follows:
- If we cannot reach an elderly or ill tenant, we may contact social services or request a police welfare check
 - If there is a history of domestic abuse and you may have fled, we will follow our Domestic Abuse Policy and attempt contact through safe means
 - If we suspect you are a missing person, we will report to police and pause abandonment proceedings

7.4 Abandonment Notice

- 7.4.1 If initial efforts do not establish contact, and we strongly suspect abandonment, we will serve an Abandonment Notice at the property. The notice will state:
- We believe the property may be abandoned
 - You must contact L&Q within 7 days to confirm you are occupying the home
 - If you do not respond, we will take steps to end the tenancy
- 7.4.2 We will post this at the property, send by registered mail, and photograph it. This is your final opportunity to let us know if you intend to return.

7.5 After Notice

- 7.5.1 During the 7-day notice period, we remain vigilant for any contact from you. If you contact us to say you are temporarily away, we may be able to halt the abandonment process.
- 7.5.2 If the deadline passes with no response and no evidence to the contrary, we will proceed on the basis that the property has been abandoned. We will fully document our actions.

7.6 Regaining Possession

- 7.6.1 If we have determined that the property has been abandoned, we will take the necessary legal steps to end the tenancy and recover the property.
- 7.6.2 We will always act in compliance with the Protection from Eviction Act 1977 and the Housing Act 1988.

- 7.6.3 We will serve the appropriate legal notices to end the tenancy.
- 7.6.4 Once the notice period has expired, we will take steps to regain possession of the property. This may include applying to court for a possession order or, where the law permits and we have conclusive evidence that the home is empty, regaining possession.
- 7.6.5 We will not carry out an eviction unless we are satisfied the tenancy has legally ended.
- 7.6.6 **Belongings:** Any belongings left in the property will be dealt with under our Abandoned Goods Policy. This includes serving appropriate notices under the Torts (Interference with Goods) Act 1977.
- 7.6.7 We may seek to recover costs associated with abandonment, including rent arrears, lock changes, clearance, cleaning, repairs, and court fees.
- 7.6.8 Once the property is cleared and any repairs completed, we will re-let it through our allocations process. This allows us to offer the home to a new family in need.
- 7.6.9 If the tenancy has ended due to tenancy fraud, we may take legal action under the Prevention of Social Housing Fraud Act 2013.

8 Monitoring & Controls

- 8.1 We will periodically monitor the implementation of this policy to ensure it is fair and effective. This may include sample checks and complaints monitoring.
- 8.2 **Key Metrics:** We may track the number of confirmed abandonment cases and the time taken to re-let these homes to minimise the time they sit empty.
- 8.3 If an abandonment occurs due to affordability issues or unmet support needs, we will consider where there may be further learning, to improve our tenancy sustainment services.
- 8.3.1 **Fraud prevention – our checks include:**
- Annual tenancy audits focusing on occupancy verification
 - Number of tenancy fraud cases discovered and action taken
 - Trend analysis year-on-year

9 Equality, Diversity and Inclusion

- 9.1 L&Q is committed to treating all residents fairly and equally in applying this policy. Under the Equality Act 2010 we have a responsibility to eliminate discrimination and promote equality of opportunity.

- 9.2 We will make reasonable adjustments for disabled residents where appropriate – for example, allowing flexibility on absences for medical care or considering accessibility needs when assessing circumstances.
- 9.3 We conducted an Equality Impact Assessment when reviewing this policy and can confirm it does not disadvantage anyone based on protected characteristics.

10 Communication

- 10.1 This policy will be published on the L&Q website. It can be translated or made available in large print on request.
- 10.2 We welcome communication from any tenant who is considering an absence period, and will make arrangements as needed where an extended absence is granted.
- 10.3 We will publish this policy internally for colleagues to access, alongside associated procedures and guidance. Staff who manage tenancies will receive appropriate training to implement this policy consistently and fairly.
- 10.4 Complaints regarding the application of this policy will be managed in line with our Complaints Policy.

11 Policy Control Sheet

Date of approval: 15th January 2026

Approved by: Customer Group

Effective date: 03/03/2026

Next review date: 03/03/2029

Policy owned by: Director of Housing Management

Associated documents: Tenure Policy, Abandoned Goods Policy, Safeguarding Adults at Risk Policy, Safeguarding Children at Risk Policy, Domestic Abuse Policy, Supporting Residents with Additional Needs Policy, Allocations and Lettings Policy

Date	Key Changes
02/06/2025	Full rewrite of Abandonment Policy (renamed Absence from Home Policy). Incorporated new section on Caretaker Arrangements. Updated language to personal, active tone for clarity. Reviewed and aligned with latest legislation and L&Q policies.