

# Housing Management Tenancy Policy

**February 2025**



THE ROYAL BOROUGH OF  
KENSINGTON  
AND CHELSEA

## **1 Introduction**

- 1.1 The Royal Borough of Kensington and Chelsea ('RBKC' or 'the Council') is committed to providing secure, high-quality housing services that meet the needs of our tenants and residents.
- 1.2 This Tenancy Policy outlines RBKC's approach to issuing, ending and transitioning between tenancies.
- 1.3 For the purposes of this policy, the term 'periodic secure tenancy' refers to tenancies that remain in effect for the tenant's lifetime, provided the tenant complies with the terms of the tenancy agreement. These tenancies are also known as 'lifetime tenancies,' as they are typically intended to end only upon the tenant's death. The terms 'secure tenancy' and 'lifetime tenancy' may be used interchangeably throughout this policy.
- 1.4 This policy should be read alongside the RBKC Tenancy Strategy which outlines the Council's objectives concerning the allocation of different tenancy types and the management of the Council's housing stock.

## **2 Scope**

- 2.1 This policy applies to all social housing within RBKC's housing stock and covers:
- *the type of tenancies the Council will issue:*
    - Introductory tenancies
    - Secure (lifetime) tenancies
    - Joint tenancies
    - Sole tenancies
    - Demoted tenancies
  - the circumstances that result in different tenancies being granted or terminated;
  - how tenants can transition from one type of tenancy to another;
  - the Council's approach to tenancy fraud; *and*
  - support provided to tenants to sustain their tenancies and prevent eviction.
- 2.2 Properties managed by registered providers (housing associations) are excluded from the provisions of this policy. Residents in such accommodation should refer to the tenancy policies of their respective landlord.
- 2.3 Licence agreements, including those issued to residents in temporary accommodation, are not governed by this policy.
- 2.4 This policy does not apply to Keyworker properties, please refer to HM Keyworker and Intermediate Policy.

## **3 Legislative and Regulatory Framework**

- 3.1 This Tenancy Policy is set within the legislative framework provided by:

- The Housing Act 1985, 1988, 1996 as amended
- The Landlord and Tenant Act 1985
- The Housing & Planning Act 2016
- The Localism Act 2011
- The Secure Tenancies (Victims of Domestic Abuse) Act 2018
- The regulatory standards set out by the Regulator of Social Housing

## **4 Related Documents**

4.1 This Tenancy Policy is set within the framework provided by:

- RBKC's Housing Allocation Scheme
- The Council Plan
- RBKC's Housing Strategy
- RBKC's Tenancy Strategy
- RBKC's Decant Policy
- RBKC's Voids and Lettings Policy
- RBKC's Housing Management 'Your Tenancy' Handbook
- RBKC's Vulnerability Policy
- RBKC's Housing Management: Management Transfer Policy
- RBKC's Succession and Assignment of Tenancy Policy
- RBKC's Mutual Exchange Policy
- RBKC's Housing and Social Investment Fraud Policy
- RBKC's Housing and Social Investment Domestic Abuse Policy
- RBKC's Improvements to Your Home Policy

## **5 Types of Tenancies Issued by the Council**

5.1 Residents residing in Council properties will be issued tenancies set out in this section. Tenancies can be issued to residents and families through the Council's Housing Register, mutual exchange, court decisions and other routes.

5.2 The Council's Housing Allocation Scheme outlines the eligibility requirements for joining the housing register.

5.3 If a resident does not meet the eligibility criteria, the Council will communicate the reason(s) for refusing the applicant's request for rehousing in writing.

## **6 Introductory Tenancies**

6.1 All new social housing tenants housed in Council properties are initially granted a 12-month introductory tenancy unless they fall under specific exceptions:

- **Existing Social Tenants:** If a tenant has already completed an introductory tenancy with another social housing provider (such as another council or a housing association) and is transferring to an RBKC property, they do not need to complete another introductory period and can be granted a secure tenancy.

- **Court Orders:** Tenants who are being rehoused by a court order may bypass the introductory tenancy and be granted a secure tenancy directly.
- 6.2 Introductory tenants have fewer legal rights than secure tenants. During the introductory period, tenants **cannot**:
- Take in lodgers;
  - Mutual exchange their home or transfer to another landlord;
  - Buy their council home under Right to Buy (*but time spent as an introductory tenant can count towards the right to buy qualifying period if the tenancy becomes secure*);
  - Make improvements to their home beyond decorating and minor modifications; or
  - Assign their tenancy (*unless this is ordered by a court order*).
- 6.3 Tenants moving between RBKC properties will maintain their security of tenure and tenancy rights.
- 6.4 Introductory tenancies will usually automatically convert to a secure tenancy after **12 months**, provided the tenant adheres to the terms of the tenancy agreement during this period.
- 6.5 In cases where the tenant breaches the terms of an introductory tenancy, the Council may extend the introductory period for a further **6 months**, bringing the total introductory period to 18 months. An extension may be deemed appropriate where the Council considers this option more suitable than terminating the tenancy.
- 6.6 The Council will provide notice to extend the introductory tenancy at least **8 weeks** before the end of the introductory period. This notice will state:
- the reason(s) for extending the introductory tenancy; and
  - the tenant's right to request a review of the decision.
- 6.7 Full details on the timeframes and processes for requesting reviews can be found in Section 19.
- 6.8 The Council will notify the tenant of the review outcome before the original 12-month introductory period ends.
- 6.9 **RBKC Ending an Introductory Tenancy**
- 6.10 The Council can end an introductory tenancy if a tenant breaches the terms of their tenancy agreement, such as:
- Non-payment of rent or persistent arrears.
  - Anti-social behaviour or causing a nuisance.
  - Unlawful use of the property
- 6.11 To legally end an introductory tenancy, the Council must obtain and execute a possession order from the court. To do this the Council will:

- Serve a Notice of Possession Proceedings (NoPP) with **28 days' notice** stating the reasons for seeking possession and inform the tenant of their right to request a review (see Section 19); and
- Apply to the court for a possession order after the notice period has elapsed, if decision to serve an NoPP is upheld after a review.

6.12 The Council will carry out any reviews and inform the tenant of the outcome before the date after which possession proceedings may begin.

6.13 The Council will signpost tenants facing eviction to organisations, Citizens' Advice, aid centres, and law centres for advice and support on reviews and possession proceedings.

6.14 The Housing Solutions team can also provide housing advice to tenants facing eviction and at risk of homelessness. Tenants can contact the Team via:

- Telephone: 0207 361 3008; or Email: [housingsolutions@rbkc.gov.uk](mailto:housingsolutions@rbkc.gov.uk)

## **7 Secure (Periodic) Tenancies**

7.1 Once the introductory period is successfully completed, the introductory tenancy automatically becomes a secure tenancy.

7.2 A secure tenant usually has a range of legal rights, including:

- The right to buy the property under the Right to Buy scheme;
- The right to assign the tenancy (subject to conditions in the HM Succession and Assignment Policy);
- The right to succession (subject to conditions in the HM Succession and Assignment Policy);
- The right to sublet part of the property (subject to receiving written consent from the Council);
- The right to take in lodgers (with notification to the Council as per s.93 Housing Act 1985);
- The right to make improvements to their property (subject to the Council's approval in line with the Improvements to Your Home Policy);
- The right to swap their home through a mutual exchange.

## **7.3 RBKC Ending a Secure Tenancy**

7.3.1 The Council can end a secure tenancy on one or more of the following grounds:

- Non-payment of rent or persistent arrears.
- Anti-social behaviour or causing a nuisance to neighbours.
- Damage to the property or using it for illegal purposes.
- Breach of the tenancy agreement (e.g., overcrowding, unauthorised subletting).
- Regeneration or redevelopment requiring the tenant to vacate the property.
- The tenant is no longer occupying the property as their only or principal home (e.g., through subletting).

- 7.3.2 The process for ending a secure tenancy involves several stages:
- Notice of Seeking Possession (NoSP): The Council serves an NoSP to inform the tenant that it intends to take legal action to repossess the property. The NoSP typically provides the tenant with at least **4 weeks'** notice before the Council applies to the Court for a possession order. However, the notice period may vary depending on the grounds for possession. (For example, Schedule 2 of the Housing Act 1985 - Ground 2)
  - After the NoSP expires, the Council can apply to the county court for possession.
- 7.3.3 If RBKC wins its case, the court can issue an:
- 'Outright Possession Order: This means that the tenant must leave the property by a specified date; or a
  - 'Suspended Possession Order': This means tenant can remain if they comply with certain conditions (e.g., paying rent arrears).
- 7.3.4 Tenants may challenge the possession order during the court process by presenting a defence.
- 7.3.5 If a tenant is issued with an outright possession order and remains in the property after the specified date, the Council can take further legal action to regain possession of the property.
- 7.3.6 There is no statutory right to review the Council's decision to issue an NoSP, unless the Council issued the notice to end the tenancy on an absolute ground such as severe ASB or criminal activity. In such cases, the tenant will have **7 days** to request a review. Specific details of how to request a review and any relevant timeframes will be explained in the NoSP.
- 7.3.7 Tenants are encouraged to obtain independent legal advice to assist with reviews, defences and general eviction and housing advice.

## **8 Subletting**

- 8.1 Subletting happens when a tenant lets all their home to someone else - they're known as a subtenant. The subtenant will have exclusive use of the space they rent
- 8.2 If a secure tenant sublets the whole of the premises, the tenancy loses its secured status, and the Council can seek to obtain possession of the property. This is because the tenant would no longer be occupying the property as their sole and principal home.
- 8.3 Once the secured status has been lost in this manner, the tenant cannot regain it by returning to reoccupy property.
- 8.4 Subletting the whole or part of the premises without RBKC's written consent also amounts to a criminal offence.

## **9 Demoted Tenancies**

- 9.1 A demoted tenancy can be issued when a secure tenant, their household members, or visitors, engage in anti-social behaviour (ASB) or use the property unlawfully.
- 9.2 A demoted tenancy is subject to the same reduced rights as introductory tenancies, and the demoted period will also typically last for 12 months.
- 9.3 The Council will serve the tenant with notice of its intention to apply for a demotion order at least **28 days** before a court application is made.
- 9.4 If the Council applies for a demotion order, tenants have the right to file a defence within **14 days** from the date the application is received.
- 9.5 If the court grants a demotion order, the secure tenancy will be replaced with a demoted tenancy. The tenant will remain responsible for rent arrears accrued during their secure tenancy and rent credits will be carried forward.
- 9.6 The period spent as a demoted tenant does not count towards the qualifying residency period for the Right to Buy scheme. For example, if a tenant spends 1 year under a demoted tenancy, that year will not be included when calculating the qualifying period.
- 9.7 **Reversion to Secure Tenure**
- 9.7.1 If no further breaches of tenancy occur during the demoted tenancy period, the tenancy will automatically revert to a secure tenancy at the end of the demotion period. No additional action is required by either the landlord or the tenant for this reversion to take place.
- 9.8 **Consequences of Further Breaches**
- 9.8.1 If breaches of tenancy continue during the demotion period, the Council may take steps to regain possession of the property. The following procedures will apply:
- The Council will send formal notice to inform that it intends to ask the court to take back the property. This is called a "Notice of Possession Proceedings."
  - A Notice of Possession Proceedings will be served, providing the tenant with at least **28 days'** notice.
  - The tenant has the right to request a review of the decision to seek possession (see Section 19 for further details on reviews).
- 9.9 Following the notice period and review (if requested but not upheld), the Council may apply to the court for possession. If the correct procedures are followed, the court will generally grant a possession order meaning that the tenant will be required to leave the property.
- 9.10 If during the demotion period the Council has served a possession notice then the demoted tenancy remains demoted until the end of the 12-month demotion period, or if later until:
- six months has passed since the Council served the possession notice (and proceedings have not been brought)

- the Council withdraws the notice
- the proceedings are decided in the tenant's favour

9.11 The Council's Housing Solutions team can provide housing advice to tenants facing eviction and at risk of homelessness. Tenants can contact the Team via:

- Telephone: 0207 361 3008; or Email: [housingsolutions@rbkc.gov.uk](mailto:housingsolutions@rbkc.gov.uk)

## 9.12 **Tenants Ending Their Tenancies**

9.12.1 If an introductory, demoted, or secure tenant wishes to end their RBKC tenancy, they must provide **4 weeks'** written notice to the Council by completing a Tenancy Termination Form (see [Appendix 1](#)) to formally end the tenancy.

## 10 **Tenancies No Longer Issued by the Council**

### 10.1 **Flexible/Fixed-Term Tenancies**

10.1.1 The Council no longer offers flexible or fixed-term tenancies. Previously, these tenancies lasted for up to 5 years, subject to review.

10.1.2 While RBKC no longer issues these, tenants applying for a mutual exchange with any other social landlord (council or housing association) may still encounter such tenancies. Details on the processes for mutual exchanges involving different tenancy types can be found in the RBKC Mutual Exchange Policy.

## 11 **Sole Tenancies**

11.1 The tenancies outlined in this policy may be issued as either 'sole' tenancies or 'joint' tenancies. Applicants are subject to the same qualifying criteria listed in the Council's Housing Allocation Scheme.

11.2 A sole tenancy refers to when only **one** individual is named on the tenancy agreement. The sole tenant is responsible for all aspects of the tenancy.

11.3 Sole tenants can also bring their tenancy to an end by at time.

11.4 A third party, such as the tenant's next of kin (with power of attorney), can in some cases terminate a tenancy if the tenant does not have the capacity to do so, if they have been given the legal power to do so.

11.5 As RBKC only issues introductory and secure tenancies, sole tenants are solely responsible for adhering to the terms of their tenancy agreement and as such, sole tenancies may be terminated if tenants are not adhering to terms of their tenancy agreement.

11.6 In cases where the tenancy is terminated by the Council, the appropriate legal procedures will be followed. Tenants facing such proceedings will be given appropriate notice and information about their rights during the process.

## 12 **Joint Tenancies**



- 12.1 A joint tenancy refers to when **two** people are named on the tenancy agreement.
- 12.2 Joint tenants are "jointly and severally liable," meaning both are equally responsible for meeting the tenancy obligations, including rent.
- 12.3 Joint tenancies are generally limited to spouses, co-habitees, and civil partners; exceptions may be made in extraordinary circumstances and will be assessed by the Council on a case-by-case basis.
- 12.4 When a joint housing application is submitted and accepted by the Council, a joint secure (lifetime) tenancy may be issued.
- 12.5 **Transitioning from a Sole Tenancy to a Joint Tenancy**
- 12.5.1 RBKC does not grant requests to transition from a Sole tenancy to Joint tenancy. RBKC's reasoning for not issuing conversions from sole to joint tenancies is to maintain housing integrity and prevent misuse of tenancies. (Other than circumstances stated within 13.3)
- 12.5.2 Applications for conversion of a sole tenancy to a joint tenancy will be refused in their entirety however we can add other household members as occupants.
- 12.5.3 Tenants must inform the Council of any changes in circumstances that may affect the tenancy.
- 12.6 **Tenant(s) Ending a Joint Tenancy**
- 12.6.1 Residents wishing to end a joint tenancy must complete a Tenancy Termination Form (see [Appendix 1](#)). The form only requires the signature of one tenant.
- 12.6.2 There are various circumstances that can result in the termination of a joint tenancy, such as but not limited to:
- **Mutual Agreement, Both Tenants Depart:** In cases where both tenants agree to end the tenancy and move out, the tenants must provide **28 days'** written notice to the Council.
  - **Mutual Agreement, One Tenant Stays:** In cases where one tenant stays and the other departs, the departing tenant must inform the Council of their move-out date in writing. The remaining tenant will receive confirmation from the Council regarding the change in tenancy, but they will not be issued a new tenancy agreement.
  - **Unplanned Departure of One Tenant:** In some cases, one tenant may decide to permanently leave the property without providing notice to the other tenant or the Council. In such circumstances, the Council will advise the remaining tenant to seek legal advice if they wish to end the joint tenancy and pursue a sole tenancy.
  - **Legal Action:** The Council may take legal action due to a breach of tenancy and secures possession of the property.
- 12.7 **Relationship Breakdown**

- 12.7.1 In cases of relationship breakdown where both tenants wish to remain in the property but no longer wish to retain their joint tenancy, legal proceedings may be necessary. A court order may be issued to terminate the joint tenancy.
- 12.7.2 The court will decide which tenant remains and order the creation of a sole tenancy in their name.
- 12.7.3 The Council will comply with the terms of the court order and issue a new sole tenancy accordingly.
- 12.7.4 The Council, and external agencies and organisations can provide assistance to:
- Tenants who wish to end a joint tenancy due to the conduct or actions of the other tenant, particularly in cases of domestic abuse; and
  - Tenants facing homelessness after a court orders the termination of a joint tenancy agreement
  - The advice provided by the Council will remain confidential and will not be shared with the other tenant.

## 12.8 **Domestic Abuse**

- 12.8.1 If a joint tenant is experiencing domestic abuse and is considering leaving their property or ending their tenancy, they are advised to contact the Housing Solutions Team via: email: [Housingsolutions@rbkc.gov.uk](mailto:Housingsolutions@rbkc.gov.uk); or telephone: 0207 361 3008
- 12.8.2 The Housing Solutions Team can also signpost the tenant to charities and organisations that can offer legal and emotional support and guidance.
- 12.8.3 Tenants have a legal right to protection of secure tenant status following domestic abuse. This ensures that where a secure tenant leaves their home for reasons related to domestic violence and need to be rehoused, they should not lose their secure tenancy status.
- 12.8.4 For more information, please refer to Domestic Abuse Policy

## 12.9 **Implications of Ending a Joint Tenancy**

- 12.9.1 If a joint tenancy is terminated, both tenants will lose their legal right to continue occupying the property.
- 12.9.2 If a tenant wishes to withdraw from a joint tenancy, they must consider that they may not be eligible for rehousing by the Council unless there are valid reasons, such as domestic abuse, for seeking to live elsewhere.
- 12.9.3 The Council strongly recommends that both tenants seek independent legal advice before deciding to terminate the tenancy.

## 13 **Tenancy Transfers**

- 13.1 There are various ways to transfer a tenancy. A tenancy can be transferred by:

- Succession: the process of transferring a secure tenancy to a qualified person following the death of the tenant.
- Survivorship: a form of statutory succession where a joint tenant is automatically transferred the tenancy after the second tenant dies.
- Assignment: the process of a tenant transferring their tenancy to another person.

13.2 For full details regarding the various forms of tenancy transfers, how to request a tenancy transfer, and the eligibility criteria, please refer to the RBKC Assignment and Succession Policy.

## **14 Tenancy Sustainment Support**

14.1 The Council provides comprehensive tenancy sustainment services to help tenants manage their tenancies and avoid eviction. This includes financial advice, support for vulnerable tenants, and guidance on resolving disputes.

14.2 Tenants can contact the following teams for assistance on tenancy management:

- **Rent Income Team** – provides advice on management of rent payments and sustainable payment plans - Customer Services Line: 0800 137 111 or [HM-Rentincome2@rbkc.gov.uk](mailto:HM-Rentincome2@rbkc.gov.uk)
- **Financial Inclusion Team** – provides budget guidance, income maximisation advice and assists with benefit claims: [financialinclusion@rbkc.gov.uk](mailto:financialinclusion@rbkc.gov.uk)
- **Housing Solutions Team** – provides advice to tenants at risk of losing their tenancy or considering leaving their property as a result of domestic abuse - Housing Advice Line: 0207 361 3008; or [Housingsolutions@rbkc.gov.uk](mailto:Housingsolutions@rbkc.gov.uk).
- *Further information regarding the support that the Council can offer regarding finances and rent can be found in the RBKC Rent Income and Arrears Policy.*

14.3 Tenants' local housing officers can also make referrals to internal Council teams for support on request, or if they believe that a tenant may be at risk of losing their tenancy.

14.4 Tenants experiencing difficulties related to tenancy management or problems within their property are encouraged to engage with the Council at the earliest opportunity to explore the various forms of assistance available.

14.5 The Council views eviction as a last resort and will take all appropriate steps to support tenants in maintaining their tenancy.

## **15 Preventing Tenancy Fraud**

15.1 RBKC is committed to ensuring that its social housing stock is used fairly and appropriately by those who are genuinely entitled to it.

15.2 Fraud investigations may be conducted if there are concerns that a tenancy was obtained or is being held under false pretenses. Examples of situations that may lead to an investigation include:

- False Information: Providing misleading or intentionally false information within a housing register application.
- Subletting: Illegally subletting a council property for profit.
- Illegal Assignment: Transferring a tenancy to another person without the Council's consent.

15.3 Residents found to have committed tenancy fraud can face:

- legal action, including eviction;
- the recovery of any financial gain made through fraudulent activities; and
- in serious cases, criminal prosecution.

15.4 For further information on how the Council works to prevent and address tenancy fraud can be found in the RBKC Housing and Social Investment Fraud Policy.

## **16 Reviews**

16.1 If a resident disagrees with a decision made by the Council regarding the granting, refusal, or ending of a tenancy they can formally request a review.

16.2 The option to review is available in specific circumstances, such as decisions about extending an introductory tenancy, issuing a demotion order, or ending a tenancy.

16.3 In cases where the Council intends to take legal action to end a tenancy, apply for a court order or extend a tenancy, tenants will be given notice with full details on the reason why the Council is taking action and the timeframe for requesting a review and the appropriate channels to do so.

16.4 The table below outlines various circumstances where a tenant may request a review and the actions they can take.

Scenario	Action to Take
Tenant disagrees with the Council's decision to extend an introductory tenancy	<u>Reviewable decision</u> – The tenant has the right to request a review within <i>14 days</i> of receiving notice of the extension.
Tenant disagrees with the Council's decision to serve a Notice Seeking Possession to end a secure tenancy	Not a reviewable decision unless the notice is served on an absolute ground, by which the tenant can request a review within <i>7 days</i> of receiving the notice ( <b>ONLY if RBKC using absolute ground (s.84a Housing Act 1985).</b>
Tenant disagrees with the Council's decision to apply for a demotion order	The tenant may file a defence to the demotion order application within <i>14 days</i> of receiving the application.
Tenant disagrees with the Council's decision to serve Notice of Possession Proceedings to a demoted or introductory tenant	<u>Reviewable decision</u> – The tenant has the right to request a review within <i>14 days</i> of receiving the notice.
Tenant disagrees with the Council's decision to end a tenancy through obtaining a possession order from the court	Tenant can submit a defence form to the courts. This form is attached to the claim for possession from the Council.
Tenant disagrees with the Council's decision on the succession or assignment of a tenancy	The tenant should follow the appeals process outlined in the Council's Assignment and Succession Policy.

16.5 All reviewable decisions will be sent to the Head of Neighbourhood Management via the Resident Services Team.

16.6 Reviews should be applicant's local housing officer or the to the Residents Services Team via email: [hm-neighbourhoodresidentservices@rbkc.gov.uk](mailto:hm-neighbourhoodresidentservices@rbkc.gov.uk).

16.7 The local housing officer/Residents Service Team will forward the review to the Head of Neighbourhood Management for their consideration.

16.8 Tenants can also submit their review by post to the following housing offices:

- **Blantyre Neighbourhood Office**  
12 Blantyre Street  
World's End Estate  
London  
SW10 0DS
- **The Hub at Malton Road**  
2-4 Malton Road  
London  
W10 5UP

- **Lancaster West Neighbourhood Office**  
**Unit 7 Baseline Business Studios**  
**Whitchurch Rd**  
**London**  
**W11 4AT**

16.9 When a tenant requests a review, the Head of Neighbourhood Management will re-examine the original decision. The outcome may result in the original decision being upheld, overturned, or a new decision being made.

16.10 The Council will aim to complete the review within **56 days**. Tenants are encouraged to submit any additional supporting information when submitting their review.

#### 16.11 **Discretion to Extend**

16.11.1 In exceptional circumstances, the Council may exercise discretion to extend the timescales for reviews if the tenant can provide a reasonable explanation for the delay. However, tenants should be aware that timescales governed by the courts, such as those for submitting a defence, cannot be extended by the Council and are subject to the court's discretion.

#### 16.12 **Advice**

16.12.1 Tenants are advised to seek independent legal advice if they are unsure about their right to challenge Council decisions or how to proceed with a review. Charities, law centres, and advice organisations can offer support with completing written reviews and appeals. The Council can provide tenants with contact information for these services on request.

### 17 **Complaints**

17.1 Outside of the appeals process, if a resident has an issue about the service received during the succession or assignment process (e.g., delays, errors, or staff behaviour), they can submit a complaint to the Customer Experience Team by emailing [HM-Complaints@rbkc.gov.uk](mailto:HM-Complaints@rbkc.gov.uk).

17.2 All complaints will be handled in line with the [Council's Housing Management Complaints Policy](#).

### 18 **Equalities Statement**

18.1 The Council is committed to promoting fair and equal access to services and equal opportunities in employment, the procurement of goods and as a community leader. The Council's policies, procedures and day to day practices have been established to promote an environment which is free from unlawful and unfair discrimination, while valuing the diversity of all people.

18.2 Discrimination on the grounds of race, nationality, ethnic origin, religion or belief, gender, marital status, sexuality, disability and age is not acceptable: the Council will take action to ensure no person using the council's premises or services receives less favourable treatment or is disadvantaged by requirements or conditions that cannot be justified. The Council will tackle inequality, treat all people with dignity and respect and continue to work to improve services for all service users.

## **19 General Data Protection Regulation and UK Data Protection Act 2018**

19.1 As a directorate of RBKC, Housing Management shares the commitment to ensure that all data is:

- Processed lawfully, fairly and in a transparent manner
- Collected for a specific and legitimate purpose and not used for anything other than this stated purpose, or as provided for in our privacy and fair processing notices
- Relevant and limited to whatever the requirements are for which the data is processed
- Accurate, and where necessary, kept up to date. Any identified inaccuracies will be amended or removed without undue delay
- Stored for as long as required, as specified within RBKC's Records Retention policy
- Secured with appropriate solutions, which protect the data against unauthorised or unlawful processing and accidental loss, destruction or damage.

19.2 For further information about the Council's commitment to GDPR, please see the Council's website at [www.rbkc.gov.uk](http://www.rbkc.gov.uk).

## **20 Monitoring and Review**

20.1 This procedure will be reviewed in conjunction with the policy every three years, or when legislative or regulatory changes take place that could affect it. The next review will take place by: **February 2030**

## **21 Appendices**

**Appendix 1: [Tenancy Termination Form](#)**