

# Homeshare Good Practice Guide



## 3.11 Homeshare endings

### Introduction

**All Homeshare matches will end. Hopefully, most endings will be planned but others may be due to relationship breakdown, unexpected events, deteriorating health, or in some cases death.**

Homeshare programmes have a responsibility to plan and prepare each participant for a healthy ending. **Consideration should be given to:**

- Preparing participants for 'winding up' their Homeshare relationship
- The impact on both parties if the ending of the relationship is not planned or handled sensitively
- How your Homeshare programme can help manage good endings in all circumstances.

The end of the relationship should be discussed as part of the initial meetings you hold with Householders and Homesharers before the Homeshare agreement is signed and the Homesharer moves into the property. How and when the Homeshare will end should be included in the Homeshare agreement.

When a Homeshare ends, coordinators should make every effort to facilitate participants completing the final set of questions in the **Homeshare Outcomes Tool**. By this point they should have completed the questions at the start and midway point of their match and collecting the ending data will help to gather evidence of the impact that the match has had.

**The Homesharer can be asked to vacate a property:**

- At the end of a fixed-term agreement
- During a rolling agreement if they are given adequate notice



- During a fixed-term agreement if the Homeshare agreement stipulates that the Homeshare can end with one month's notice from either party.

**It is particularly important that all parties are aware of the following:**

- The end date of the Homeshare if it is for a set period of time
- That Homeshare can be terminated by either party with reasonable notice
- If a Homeshare relationship breaks down or it's agreed that it will end prematurely then the Homesharer has every right to stay in the property for the full notice period.
- A Homesharer may be asked to vacate the property immediately for reasons of gross misconduct or if the Homeshare programme feel that they are in any danger.

**For all endings the Homeshare Programme should ensure participants:**

- Finalise any outstanding accounts such as phone or electricity bills
- Forward any correspondence or phone calls
- Remove possessions
- Clean and tidy up vacated accommodation
- Return keys or other items.

The reasons, actions, and outcomes of all endings should be recorded in the case files of the Homesharer and Householder

## Planned Endings

Planned ending are relatively straightforward and you should be in contact with both the Householder and Homesharer in the run-up to the end date to ensure that the practicalities of moving have been taken care of and to ensure that it is a positive experience.

It could be useful to all participants at the final meeting to:

- Reflect with the participants on what has been good and what has not worked well
- What are the next steps for both parties

If the Householder is going on to have another Homesharer they will need continued support from the Homeshare programme during the transition period.

## When matches breakdown



Time invested in the matching process means that you will spend less time dealing with matches that break down later. Nevertheless, matches do break down. Often, this is nobody's fault. It may simply be a mismatch of personalities or expectations, external pressures, or the Homesharer needing to move on quickly. In these circumstances, it is essential to have arrangements in place for responding to different scenarios. This could include re-matching, where appropriate, or signposting to more appropriate support.

When matters have broken down irretrievably between participants it is important to act quickly and not leave parties in a situation of simmering conflict whilst living together. In the event of such an unplanned ending, temporary support arrangements (possibly provided by another service) may be necessary to enable the Householder to remain in their own home while a rematch or alternative support arrangements are made. The Homesharer may need assistance or advice in finding alternative accommodation at short notice

From our experience matches generally breakdown when either party doesn't have a clear understanding of the boundaries and expectations of their role and/or level of support that will be provided.

### **How to mitigate a match breaking down:**

- Get to know both the Householder and the Homeshare before any introductions are made.
- Make a match based on common interests and similar personalities
- Have a trial period before both parties commit to Homeshare on a more permanent basis.
- Ensure that the Homeshare agreement clearly sets out what will be provided by all parties.
- Provide ongoing support both face to face and by telephone.

### **Eviction**

Our current understanding is that a Homesharer occupies the Homeshare property under a 'licence to occupy' and is classified as an 'excluded occupier' in England and Wales a 'Common Law Tenant' in Scotland and a 'Licensee' in Northern Ireland. This is because they:

- Live in the property with the property owner
- They have no exclusive use of space and share a front door, kitchen, and living room.



As a result, evicting the Homeshare is relevantly straightforward and in England, Wales and Scotland the Homeowner will not need to go to court to evict them.

A letter to them to vacate the property and giving them reasonable notice is all that is needed.

If the Homesharer does not move out of the property, they can be evicted peaceably. For example, the lock can be changed whilst they are out of the property, or you can ask the police to assist. You must ensure reasonable care of any of the Homesharers belongings that have been left at the property and make arrangements for them to be collected within a reasonable timeframe.

Homeshare programmes would be expected to give support to the Householder and to signpost the Homesharer to relevant agencies that can help.

In Northern Ireland the Householder only needs to give reasonable verbal notice to a licensee however written notice is probably better practice. This can be as little as a couple of hours or as long as a few weeks depending on your circumstances. The Householder must apply for a court order to evict a licensee if the licensee refuses to go, but the court will view the licensee as an unauthorised occupant and the legal process in NI is usually quick.

## Death

The Homesharer should be given information on what to do if the Householder dies unexpectedly. **The standard process is:**

- To contact the GP or the NHS helpline 111 if it's out of surgery hours as soon as possible
- To contact their Homeshare programme
- To contact the Householders Next of Kin

Some next of kin will want the Homeshare to move out quickly. This will require the Homeshare programme to write to them asking them to leave the property within reasonable timeframe. Some next of kin are happy for the Homesharer to stay on in the property for a defined period of time and a new contract will need to be issued outlining the temporary agreement.

The Homesharer will need support to cope with the initial grief and loss as well as practical support to help them to move into another Homeshare or alternative accommodation.



## **Homesharer Refusing to leave a Match**

### **Guidance if a Homesharer will not leave the property**

Refer to the following guidelines in the unlikely event that a Homesharer refuses to leave the Householders property either after the requisite notice period or if requested to by the Homeshare Coordinator after an incident of gross misconduct.

### **Early identification of issues**

The emphasis for resolving disputes within a Homesharing situation is always on an open, honest, and respectful dialogue between all parties. Hopefully, most disputes can be resolved peaceably with negotiation and understanding even if this results in the notice being given and the Homeshare match ending. This does not apply in the circumstances of serious breaches of the Homeshare Agreement and/or incidents of gross misconduct.

The Homeshare Coordinator will be in contact with both the Householder and Homesharer following the giving of notice by either party. The date of notice being given and the move-out date will be confirmed in writing to both parties by the Homeshare Coordinator. Equally if there has been an incident of gross misconduct the Homeshare Coordinator will be in contact with both parties. This provides the opportunity to identify whether there are any concerns about the Homesharer moving out on the date required. All parties are encouraged to report any concerns on this issue to the Homeshare Coordinator.

It is most important to be able to flag up any potential concerns and explain the legal situation to Homesharers and Householders so everyone is aware of their rights and responsibilities. All issues relating to breaches of the Agreement will be confirmed in writing.

### **Rights of excluded occupier**

An excluded occupier is defined in the Protection from Eviction Act (1977).

Excluded occupiers can be evicted without a court order once their contract or permission to live somewhere has ended. It is not necessary to go to court to evict an excluded occupier.

### **Who is an excluded occupier?**

You're probably an excluded occupier if you're:



- living rent free with family or friends
- **a lodger who shares your home with a resident landlord**
- sharing with your landlord's family member and your landlord also lives in the building
- placed in emergency housing after a homeless application
- staying in a in a council or housing association run hostel

Technically an excluded occupier can only remain in the property until the landlord asks you to leave or as for as long as is stated in a written agreement. **A landlord can evict an excluded occupier with verbal notice alone and they do not need a court order.**

Excluded occupiers do not require a written agreement but this is good practice.

If there is a periodic agreement or a fixed-term agreement that has expired an excluded occupier can be evicted after being given reasonable notice. This notice can be given verbally and the excluded occupier must leave once the notice has expired.

If an excluded occupier has a fixed-term agreement the landlord cannot evict you during the fixed-term period unless there is a break clause in the agreement. Excluded occupiers will be trespassing should they remain in the property without the permission of the landlord.

An excluded occupier can give notice as per the agreement.

If an excluded occupier refuses to move out the landlord can change the locks while an excluded occupier is out of the house and remove their belongings from the property, placing them outside.

Even though it is not necessary, a landlord may choose to get a possession order from the court before evicting you. The court must make an order to evict you, as long as you were given reasonable notice.

### **Homesharer refuses to move out**

If there are concerns that the Homesharer will not move out, or the Homesharer has not moved out on the designated day the Homeshare Coordinator will discuss the issues with the Homesharer. This will be to establish whether the issue is related to the date that they can move into another property or another concern which can be resolved with negotiation e.g. the desire to leave items at the property until they have established alternative accommodation. The Homeshare Coordinator will explain to the Homesharer the legal



position of any overstay in the property while also advising them to seek independent legal advice. This will be followed up in writing.

## Exceptional circumstances

Please see the Exceptional Circumstances note within the Ending a match guidelines. This may be investigated if there are any concerns regarding the health and safety of either party.

## More Information

**There are template letters and further practice and process guidance on Gross Misconduct, Leaving a Homeshare Match, and a Homesharer refusing to leave, in this Good Practice Guide.**



## **Shared Lives Plus**

[www.sharedlivesplus.org.uk](http://www.sharedlivesplus.org.uk) [www.homeshareuk.org](http://www.homeshareuk.org)

Company number 4511426

Reg Charity number (England and Wales) 1095562

Reg Charity No (Scotland) SC042743