

Policy	Group tenancy policy
Date adopted	April 2022
Date of next review	April 2025
Version	2
Responsible board	Homes board
Responsible officer	Head of neighbourhoods

1. Overall policy statement

- 1.1. The changes in the regulatory framework standards for Social Housing in England from April 2012, sets out Registered Providers (RPs) should publish clear and accessible policies which outline their approach to tenancy management.
- 1.2. The objective of this policy is to explain the types of tenancies we will offer and to ensure we provide the most appropriate tenancies to those in housing need.
- 1.3. This policy will cover customers living in general needs and retirement living homes. It explains the type of tenancies offered and the circumstances that they are used.
- 1.4. Changes to regulatory requirements will be kept under review and this policy amended should this be required by the introduction of any new regulatory guidance.

2. Definitions

- 2.1. **"The Localism Act 2011"** included several measures relevant to housing, including introducing a new tenure type (Affordable Rent) and enabling Local Authorities (LAs) and Registered Providers (RPs) to grant flexible tenancies, in certain circumstances, to make better use of their housing stock and build new homes.
- 2.2. **"The Regulator for Social Housing Homes - Tenancy Standard"** is the regulatory framework that requires RPs to publish a Tenancy Policy that states how the registered provider will offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community and the efficient use of housing stock.
- 2.3. **"The Domestic Abuse Act 2021"** requires RPs to ensure that where a customer is re-housed because they have been a victim of domestic abuse, their security of tenure should not be less than the tenure of their previous tenancy

3. Policy aims & impact

- 3.1. To provide an overarching policy, influencing associated tenancy management policies such as mutual exchange, succession, assignment and tenancy fraud.
- 3.2. To have due regard for respective Local Authorities Tenancy Strategies.
- 3.3. To ensure that we make the best use of our housing stock.
- 3.4. To clearly set out the criteria and circumstances for the consistent use of different tenancy types and how they are managed.

- 3.5. To set out where a tenancy is for a fixed term, the length of the term, how the tenancy will be reviewed and the circumstances where we will or will not grant a further fixed term tenancy when the preceding term expires.
- 3.6. To set out the circumstances in which a tenancy will be ended by the customer or by us and how to appeal against these decisions.
- 3.7. To support tenancy sustainment, enabling customers to stay in homes that are appropriate for their needs.
- 3.8. To support customers who's circumstances and needs change during a Fixed Term Tenancy in finding a suitable alternative home.

4. Marketing & allocation of homes

- 4.1. Homes are allocated in accordance with our Allocations Policy.
- 4.2. Checks will be made prior to offering any tenancy to ensure that customers and their households have the right to rent, are eligible for the type of tenancy/home, have the ability to pay and sustain a tenancy.

5. Tenancy types

- 5.1. We currently use the following tenure types to deliver and support the principles of this policy and to meet regulatory and legislative requirements:

Tenancy type	Number of tenancies across the Group	Description	Options for termination
Starter Tenancy (Assured shorthold tenancy)	438	Assured shorthold tenancy for 12 months with 6 month extension. Precedes an Assured Tenancy	Customer can terminate. RP can end via Sec.21 Notice.
Assured Tenancy	13,226	Lifetime tenancy. Offered after the successful completion of a Starter Tenancy. Offered to new customers in Retirement Living and Extra Care. Also, offered to those who have held an assured tenancy directly prior to joining Homes Plus (as per the Tenancy Standard) Victims of Domestic abuse who had previously been assured (no loss of rights)	Customer can terminate. RP can end via court order for possession.
Assured Tenancy with additional rights from large scale voluntary transfer	1,472	Lifetime tenancy. No longer offered. Tenancy of any customer who was a Council tenant prior to a stock transfer. The additional rights of the secure tenancy remain with the customer, even if they transfer.	Customer can terminate. RP can end via court order for possession.
Fixed Term Tenancy (Assured shorthold tenancy)	2,248	Usually a 6 year term, but can be for a minimum of 3 years, including a one year probationary period. Granted to all new customers at Homes Plus who's tenancy commenced on or after 4th December 2017, including those transferring from another social landlord but who's tenancy commenced after 1st April 2012, unless exempt in accordance with the Tenancy Standard.	Can be terminated by customer. RP can end by using the 'Break' clause at 12 month or 6 year point, however this is complicated if Notice or court action is in place. The RP can also obtain a court order for possession.

Mortgage Rescue Tenancy (Assured shorthold tenancy)	33	Offered to homeowners who were at risk of having their homes repossessed as means of staying in their homes as a tenant paying rent after we purchased the property. Scheme ended in 2014.	Customer can terminate. RP can end via Sec.21 notice.
Assured Shorthold Tenancy	7	Offered for shorter term lets for properties that may be refurbished/disposed in the near future or Shared Ownership units that have not sold (with the agreement of the Regulator)	Customer can terminate. RP can end via Sec.21 notice.
Short Stay Accommodation Tenancy (License)	6	Licenses to occupy short term, temporary accommodation such as properties designated for homeless units.	Weekly periodic tenancies, ended via Notice.

- 5.2. The standard offer for new customers, unless they have been re-housed because they have been victims of domestic abuse, will be an assured tenancy preceded by a 12-month starter tenancy.
- 5.3. We will grant those who were social housing tenants on 1st April 2012, and have remained social housing tenants since that date, a tenancy with no less security.
- 5.4. We will grant those who have been re-housed because they have been victims of domestic abuse a tenancy with no less security than their previous tenancy.
- 5.5. Starter tenancies will be managed in line with the Starter Tenancy Policy.

6. Fixed Term Tenancies

- 6.1. Fixed Term Tenancies are Assured Shorthold Tenancies. The term of the tenancy is for a minimum of three years but can be up to a period of six years. It requires a twelve-month probationary period to be completed to our satisfaction, before continuing for a further two or five years.
- 6.2. The use of fixed-term tenancies will enable homes to be occupied by those who need it the most whilst encouraging mobility where the customer no longer has a need for that home.
- 6.3. We will primarily offer assured tenancies (preceded by a starter tenancy where appropriate) however there are some circumstances when fixed-term tenancies may be offered. These are:
 - ◆ 6-year fixed term tenancy (includes 1-year probationary period):
 - where a property has 4 or more bedrooms; or
 - where an adapted property has three or more bedrooms
 - ◆ 3-year fixed term tenancy (includes 1-year probationary period):
 - where a property is due to be part of a regeneration project
- 6.4. If a fixed-term tenancy is offered a full explanation will be provided on how and when the tenancy will be reviewed pending the end of the fixed-term.
- 6.5. To identify how best to meet the needs of a household, a review will be undertaken to establish whether the household circumstances have changed. This will be at least 12 months before the end of the fixed term. Customers are expected to actively engage in reviews and provide evidence of their circumstances.
- 6.6. The review is designed to identify if one of the following applies:
 - ◆ The home is under-occupied.
 - ◆ The home is adapted and the person requiring the adaptations no longer lives in the home.
 - ◆ The home is part of a regeneration project due to commence in the next 3 years.

- 6.7. If the review establishes that the household or property circumstances have not changed, another fixed term tenancy will be issued for the same length of term as before.
- 6.8. If the review establishes a change in household or property circumstances the customer will be given assistance to find a more suitable home.
- 6.9. If at the end of the fixed term the customer has not vacated the property and requires a short period of time whilst they wait for an alternative home to become available, we may agree not to recover immediate possession. During such period, we are not creating a new tenancy and the customer will be required to continue to pay 'mesne profit' and comply with all the terms of the fixed-term tenancy until they move.
- 6.10. In addition to ending a fixed-term tenancy in the circumstances set out above, it may be necessary to end the tenancy within the fixed-term if it is not being conducted in an appropriate manner. This will be done by serving notice of seeking possession under the relevant ground for possession (as set out in Schedule 2 of the Housing Act 1988).
- 6.11. If the customer chooses to end the tenancy before the end of the fixed term, they may do so by offering to surrender the tenancy giving at least four full weeks' notice.

7. Mutual exchange and assignment

- 7.1. Customers must apply to us in writing for consent to mutually exchange or assign a tenancy to a family member and the customer will be given advice on the implications, any loss of rights and any differences in rent setting.
- 7.2. Where we wish to deny a customer's right to mutual exchange, only grounds set out in Schedule 3 to the Housing Act 1985 should be relied upon and notice given to the customer in writing within 42 days of the original application.
- 7.3. Mutual exchanges and assignments will be managed in accordance with our procedures.

8. Succession

- 8.1. Succession of a tenancy occurs in the event of a death of an assured tenant or joint tenant when a tenancy and its terms and conditions are passed onto a surviving joint tenant or a family member.
- 8.2. A succession is the transfer of tenancy not the property. Assured tenancies have the right of one succession therefore the tenancy cannot be passed on a second time.
- 8.3. For tenancies started after 1st April 2012, under the Localism Act, the statutory right of succession to a secure tenancy for family members has been removed. Accordingly, succession will be limited to spouses, civil partners, and those in equivalent relationships. We may agree to offer a new tenancy to any family member of the deceased; however, this is a discretionary option only and not a contractual or statutory right.

Discretion may be applied if:

- ◆ The person satisfied the basic conditions for succession for statutory cases in terms of residence and being a member of the family qualifying to succeed, i.e., the person is a member of the family of the deceased tenant and has lived with them for at least 12 months prior to the tenant's death.
- ◆ Whether the home was of a type of the person would be offered under the Homes Plus Allocations policy.
- ◆ Consideration would be given where the person was a carer of the deceased tenant or was cared for by the deceased tenant.
- ◆ The length of time that this property has been their permanent home.

- 8.4. We will allow successions in compliance with relevant legislation, including Housing Acts 1985 and 1988 and in accordance with the criteria set out in the tenancy conditions.
- 8.5. If more than one person makes a claim to succeed and there is absence of agreement between the claimants then, we will have absolute discretion in selecting the successor to the tenancy.
- 8.6. Successions will be managed in accordance with our Succession procedure.

9. Ending a tenancy – the Customer

- 9.1. The customer may end a tenancy by giving four full weeks' written notice to us ending on a Sunday.
- 9.2. In the case of joint tenants one customer may terminate for both parties, where required the remaining customer will be supported with an offer of a suitable alternative home.

10. Ending a Tenancy

- 10.1. We can only end an Assured Tenancy, including those with protected rights, by serving a Section 8 Notice of Intention to Bring Proceedings for Possession under the Housing Act 1988 and obtaining both an Order for Possession and Warrant to evict through the courts.
- 10.2. We may end a Fixed Term Tenancy during the probationary period by exercising the break option under Section 5(1) (c) of the Housing Act 1988.
- 10.3. Following a review of any Assured Shorthold Tenancy, we may end any remaining fixed term by serving a Section 21 Notice Requiring Possession under the Housing Act 1988, following a review of the tenancy.
- 10.4. If at any time during the remaining fixed term period any condition of the tenancy agreement is in breach, then a Section 8 Notice of Intention to Bring Possession Proceedings will be served in conjunction with a Section 21 Notice Requiring Possession on relevant grounds.
- 10.5. A decision to terminate any tenancy where the mandatory grounds 7, 7a, 8 and 8a are relied upon will require the authorisation of a senior manager.
- 10.6. A decision to terminate any tenancy at any time will not be made without:
 - a. Relevant formal procedures having been followed.
 - b. A proportionality assessment being undertaken.
 - c. Compliance with Schedule 2 of the Housing Act 1988, as amended by the Housing Act 1996.
 - d. Liaison with statutory agencies such as local authorities and social services.

11. Appeals

- 11.1. Customers may appeal decisions made regarding tenancies using our 'Housing Management Appeals Policy and Procedure.'
- 11.2. We reserve the right to serve Legal notices upon the customer during the appeal and / or complaints process.

Risk assessment

- ◆ Homes Plus fails to maintain Consumer Standards in line with the objectives and framework set out by the Government (Risk Map ref: 6.2)
- ◆ Group policies do not incorporate current legislation, equality and diversity, or best sector practice and fail to protect the business (Risk Map ref: 1.2)
- ◆ The Group's reputation is harmed as a result of its activities (risk map 1.5)

Links to other policies, procedures or documents

- ◆ Starter Tenancy Policy
- ◆ Lettings Policies
- ◆ Housing Management Appeals – Policy & Procedure
- ◆ Fixed Term Tenancy Procedure
- ◆ Mutual Exchange Procedure
- ◆ Succession & Assignment Procedure

Key Legislation & Regulation

- ◆ Housing Act 1985
- ◆ Localism Act 2011
- ◆ Housing Act 1988, as amended 1996
- ◆ Equality Act 2010
- ◆ Tenancy Standard
- ◆ Domestic Abuse Act 2021

Monitoring and review

This policy will be reviewed every 3 years unless there are significant changes in legislation.

Impact assessments

An equality impact assessment has been carried out and this policy has no adverse impact.



v2 April22