

Tenancy Policy

May 2024

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| Date | May 2024 |
| Planned Review Date | May 2027 |
| Reactive Review Date & Reason | May 2024, Consumer Standards |
| Revised Review Date | May 2027 |
| Author (Job Title) | Director of Operations |
| Service Director (Job Title) | Director of Operations |
| Directorate | Customer Service |

Policy Review History

| Version | Action & Changes | Author | Date |
|----------------|---|---------------|-------------|
| 1 | New policy | JM | 13.11.14 |
| 2 | Policy Review | JM | 22.02.2016 |
| 3 | Policy Review- changes include fixed term tenancy agreements are now offered as an exception and assured tenancy agreements will be offered as standard (unless it is a specialist scheme) | JM | 01.04.2018 |
| 4 | Lead manager and officer responsible for review has been changed from Julie McNaughton to Chris Marshall | KG | 26/1/2021 |
| 5 | Review date was April 2020 so changed to January 2024 as updated in January 2021. | KG | 26/1/2021 |
| 6 | Added section in governance information section re environmental sustainability | KG | 26/1/2021 |
| 7 | Dates changed to reflect annual review as per service standards as agreed with customers. Name changed to role to future proof policy. | KG | 7/11/22 |
| 8 | Added additional detail to provide greater clarity around our response to the Tenancy Standard and in response to queries raised by tenants, in particular our approach to tenancy sustainment. | KG | 8/11/22 |

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| 9 | Added additional detail relating to our response in relation to Domestic Abuse and immigration, ensuring that we remain legally compliant | KG | 22/11/22 |
| 10 | Further addition in relation to mutual exchange and tenancy support offer -added in response to customer consultation feedback. | KG | 27/3/23 |
| 11 | Changing policy format and adding in sections 3 How we Measure, 4 Considerations for our Customers, 5 Transparency arrangements associated with this policy as part of consumer standards taking effect from April 2024. | KG | 20/11/2023 |

Governance Information

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| Equality and Diversity | <p>Less secure types of tenancy (short hold periodic tenancies) will be offered to those taking up non-social properties, occupying specialist Supported Housing schemes or projects, and shared tenancies in accordance with industry practice for this type of activity. Elderly and disabled tenants living in general needs, sheltered or adapted accommodation including extra care, will be offered a lifetime tenancy in all but the most exceptional of circumstances e.g. a person wanting to move to a designated regeneration area for family support.</p> <p>The policy has undergone an Equality Needs Impact Assessment, and actions from this will be monitored</p> |
| Customer Involvement and Consultation | <p>Consultation has been completed with a wide range of internal/ external stakeholders and residents through the commitments outlined in the Customer Involvement Strategy.</p> <p>Dec 23 – Further consultation with customers following a change in format to this policy and inclusion of sections added to a line with consumer standards.</p> |
| Environmental Sustainability | No issues/implications affecting environmental sustainability and social value. |
| Monitoring and Review | <p>Monitoring</p> <p>The monitoring and evaluation of this Policy will be undertaken by the Head of Housing Services. Information from customer applications, complaints, tenancy sustainment records and satisfaction surveys will be monitored and used to evaluate success.</p> <p>Review</p> <p>This policy will be reviewed at least every three years, but sooner in the event of any relevant legislation, regulation, or operational changes. The Head of Housing Services will be responsible for the review and tenant representative groups will be involved and consulted in any review of this policy.</p> |

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| Responsibility | <p>It is the responsibility of the Director of Operations to ensure that the policy is in place. The Head of Housing Services will be responsible for ensuring that all staff who are responsible for tenancy management are aware of the policy and working within the policy requirements.</p> <p>The Head of Housing will also be responsible for ensuring that customers are fully informed of the policy and any changes made during review.</p> |
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Relevant Regulations

| Regulation / Consumer Standard | Code of Practice | Policy section | Supporting Document Section |
|---|---|-------------------------------------|------------------------------------|
| Regulator of Social Housing Tenancy Standard | Registered providers shall grant those who were social housing tenants on the day on which section 154 of the Localism Act 2011 comes into force, and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to another social rented home, whether with the same or another landlord. (This requirement does not apply where tenants choose to move to accommodation let on Affordable Rent terms). | Section 3 | Section 6 |
| | Registered providers must allocate and let their homes in a fair and transparent way that takes the needs of tenants and prospective tenants into account" | Section 3 | |
| | Registered providers must seek to allocate homes that are designated, designed, or adapted to meet specific needs in a way that is compatible with the purpose of the housing | Section 3 – Vulnerable customers | |
| | Registered providers must take action to prevent and tackle tenancy fraud | Section 3 – Tenancy Fraud | |
| | Before a fixed term tenancy ends, registered providers shall provide notice in writing to the tenant stating either that they propose to grant another tenancy on the expiry of the existing fixed term or that they propose to end the tenancy | | Section 4 – Tenancy Review Process |
| | Registered providers must publicise the availability of any mutual exchange service(s) it offers to its relevant tenants | Section 3 – Mutual Exchange | Section 8 – Mutual Exchange |
| | Registered providers must offer a mutual exchange service which allows relevant tenants potentially eligible for mutual exchange, whether pursuant to a statutory right or a policy of the registered provider, to easily access details of all (or the greatest practicable number of) available matches without payment of a fee | Section 3 – Mutual Exchange | Section 8 – Mutual Exchange |
| | Registered providers must provide support for accessing mutual exchange services to relevant tenants who might otherwise be unable to use them. | Section 3 – Mutual Exchange | Section 8 – Mutual Exchange |
| | Registered providers must offer tenants seeking to mutually exchange, with information about the implications for tenure, rent and service charges. | Section 3 – Mutual Exchange | Section 8 – Mutual Exchange |
| | Registered providers must co-operate with local authorities' strategic housing functions and assist local authorities to fulfil their duties to meet identified local housing need. This includes assistance with local | Section 3 - Allocation and Lettings | |

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| | authorities' homelessness duties, and through meeting obligations in nominations agreements. | | |
| | Registered providers must develop and deliver services to address under-occupation and overcrowding in their homes. These services should be focused on the needs of tenants. | Section 3 – Under Occupation | |
| | Registered providers must have a fair, reasonable, simple and accessible appeals process for allocation decisions. | Section 5 | Section 11 |
| | Registered providers may provide support directly to tenants to help them maintain their tenancy or licence, or they may signpost tenants to appropriate organisations to provide this support. | Section 3 – Sustaining tenancies. Section 5 – Consideration for our customers | Section 7 – Tenancy Support Services |
| | Registered providers should bear in mind their objectives as landlords of social housing, including in relation to preventing homelessness and helping tenants to maintain their tenancies, when considering whether to escalate eviction proceedings. | Section 3 – Sustaining tenancies. | |
| | Registered providers must provide tenants required to move with timely advice and assistance about housing options before the tenancy or licence ends. | Section 3 Succession & Assignments | Section 9 |
| | Registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud, and set out: | Section 3 | |
| | (a) The type of tenancies they will grant | Section 3 | Section 2 |
| | (b) Where they grant tenancies for a fixed term, the length of those terms. | | Section 2 – Tenancy Types |
| | (c) The circumstances in which they will grant tenancies of a particular type. | | Section 3 – Tenancy Guidance |
| | (d) Any exceptional circumstances in which they will grant fixed term tenancies for a term of less than five years in general needs housing following any probationary period. | | Section 2- Tenancy Types |
| | (e) The circumstances in which they may or may not grant another tenancy on the expiry of the fixed term, in the same property or in a different property. | | Section 4 |
| | (f) The way in which a tenant or prospective tenant may appeal against or complain about the length of fixed term tenancy offered and the type of tenancy offered, and against a decision not to grant another tenancy on the expiry of the fixed term. | Section 5 | Section 11 |
| | (g) Their policy on taking into account the needs of those households who are vulnerable by reason of age, disability or illness, and households with children, including through the provision of tenancies which provide a reasonable degree of stability. | Section 3 | Section 10 |
| | (h) The advice and assistance they will give to tenants on finding alternative accommodation in the event that they decide not to grant another tenancy. | | Section 4 – Tenancy Review process |
| | (i) Their policy on granting discretionary succession rights, taking account of the needs of vulnerable household members. | Section 3 - Succession | Section 9 - Succession |
| | Registered providers should consider the suitability of the tenancies that they issue, taking into account the tenants' needs and the purpose of the accommodation. They must comply with all relevant law in issuing | Section 3 | Section 2 & 3 – Tenancy Types & Tenancy Guidance |

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| | tenancies or terms of occupation. Where appropriate, they may wish to seek legal advice | | |
| | Registered providers that make use of licences as the basis of occupation should ensure that they use them appropriately. | | |
| | Where registered providers use probationary tenancies, these shall be for a maximum of 12 months, or a maximum of 18 months where reasons for extending the probationary period have been given and where the tenant has the opportunity to request a review. | Section 3 Probationary Period and Tenancy Review | Section 5 – Tenancy Probation |
| | Registered providers must clearly communicate to tenants and relevant organisations how they will assist tenants seeking housing adaptations services | Section 3 Vulnerable customers | |
| | Registered providers must co-operate with tenants, appropriate local authority departments and other relevant organisations so that a housing adaptations service is provided to tenants | Section 3 Vulnerable customers | |
| Regulator of Social Housing Transparency, Influence and Accountability Standard | All tenants deserve to be treated with fairness and respect underpinning all service delivery | Section 5 | |
| | Ensure that communication with and information for tenants is clear, accessible, relevant, timely and appropriate to the diverse needs of tenants | Section 5 | |
| | Where delivering a service directly to a tenant, we should communicate with them from the start through to the completion of that service. | Section 5 | |
| | Housing and neighbourhood policies must be fair, reasonable, accessible, and transparent. Where relevant, policies should set out decision-making criteria and appeals processes. | Section 5 | Section 11 |
| | Registered providers must give tenants a wide range of meaningful opportunities to influence and scrutinise their landlord's strategies, policies, and services. This includes in relation to the neighbourhood where applicable. | Section 5 | |
| | Genuine consideration of tenants' views should be at the heart of registered providers' different levels of decision-making about the delivery of landlord services. | Section 5 | |
| | Meet the regulator's requirements in relation to the tenant satisfaction measures set by the regulator as set out in Tenant Satisfaction Measures: Technical requirements and Tenant Satisfaction Measures: Tenant survey requirements. | Section 6 | |
| | Where a registered provider publishes TSM data in more detail as far as possible, they calculate and report the data in accordance with the regulator's TSM requirements. Any significant deviation from these requirements should be clearly set out alongside the reported TSM data. | Section 6 | |
| | Registered providers should take reasonable steps to ensure that all tenants have an equitable opportunity to be involved in influencing and scrutinising strategies, policies, and services, taking into account the diverse needs of tenants | Section 5 | |
| | Tenants having access to reliable and accurate performance information about landlord services helps to ensure transparency and to drive effective tenant scrutiny. | Section 6 | |
| | Registered providers should make tenants aware of the services and standards of service they provide, and the different ways in which tenants can contact their landlord | Section 6 | Section 13 |

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| | Registered providers should regularly assess whether all tenants have fair access to, and equitable outcomes of, housing and landlord services. Providers should take account of the findings of their assessments and should be able to demonstrate actions they have taken as a result | Section 6 | |
| | Registered providers, working with tenants, must regularly consider ways to improve and tailor their approach to delivering landlord services including tenant engagement. They must implement changes as appropriate to ensure services deliver the intended aims. | Section 6 | |

1 REFERENCE MATERIAL

- 1.1 The main legislation relating to the management of Thirteen assets are:
- Equality Act 2010
 - The Localism Act 2011.
 - Housing Act, 1985, 1988, 1996
 - Right to Rent (section 22 & 33 of the Immigration Act 2014)
 - European Union (Withdrawal Agreement) Act 2020
 - The Secure Tenancies (Victims of Domestic Abuse) Act 2018
 - Housing and Planning Bill 2016
 - Home Loss Payments (prescribed Amounts) (England) Regulations 2019
 - Children Act 1989
 - Regulatory framework for Social Housing, in particular the Consumer Standards
 - Land Compensation Act 1973
 - The Dangerous Dogs Act 1991

2 WHY WE NEED THIS POLICY.

- 2.1 To operate an efficient and effective business to the benefit of our customers and colleagues and their diverse needs whilst meeting our legal and regulatory requirements.
- 2.2 This policy has been written to help us achieve our visions and strategic objectives.
- 2.3 To set out our approach to tenancy management including tenancy sustainment.
- 2.4 To ensure clarity for our customers in our approach to granting a tenancy to make the most of Thirteens' stock, along with the types and terms of the tenancy agreements that will be used and guidelines for when a tenancy expires or is ended.
- 2.5 To demonstrate our compliance with the requirements of the Regulator of Social Housing and Social Housing Regulators Tenancy Standards.
- 2.6 To set out clear expectations of Thirteen's responsibility as a landlord as well as the responsibilities of our customers, both prospective and existing.
- 2.7 To consider the diverse needs of our customers and endeavor to support our customers, in particular older and vulnerable.
- 2.8 To give due regard to Local Authority strategies.
- 2.9 To ensure Thirteen stock is being managed accordingly and with the correct occupancy agreements.
- 2.10 To ensure tenancies are granted consistently in a transparent and fair way and taking into account our customers' needs.
- 2.11 To set out how the type of tenancy that Thirteen employs relate to succession, assignment, asset management and transfers.

- 2.12 This policy applies to all tenancy types including market rented, shared ownership and leasehold.

3 HOW WE DO THIS.

- 3.1 Thirteen is committed to providing the most appropriate tenancy to meet the needs of the tenant; a list of tenancy types and their applications are included in the supporting documentation.
- 3.2 To the benefit of our customers Thirteen provides both general needs housing and supported housing as well as support services for older and vulnerable people.
- 3.3 We offer the most appropriate type of tenancy or occupancy agreement to meet individual and household needs. This policy supports the offer an assured tenancy (Life-time homes) as standard to ensure that households have security within their accommodation following a probationary period; however, we also recognise the importance of best use of stock and will support alternative tenancies when there is a specific need identified. A different type of tenancy will only be used if this is relevant to the accommodation product, or if it is for the benefit of the household or is a legal requirement as indicated in the supporting documents.
- 3.4 Local Authority and Registered Provider tenants with non-short hold agreements prior to this Policy will continue with their existing tenancy and Terms & Conditions; for example, they will retain the Right to Buy their home, retain succession rights and the right to exchange their tenancy with another secure tenant.
- 3.5 We apply a consistent and fair approach to allocating, sustaining tenancies and minimising evictions and support the development of balanced and sustainable communities.
- 3.6 We communicate with tenants to ensure they understand the terms and conditions of their tenancies based on their circumstances and ensure tenants have confidence in their tenancy. Additional information can be found in the supporting documentation.
- 3.7 We will grant those who were social housing tenants on the day on which section 154 of the Localism Act 2011 comes into force, and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to another social rented home, whether with the same or another landlord. (This requirement does not apply where tenants choose to move to accommodation let on Affordable Rent terms).

Tenancy Changes

- 3.8 Where a customer needs to make changes to their tenancy, we support the tenant to understand how this impacts their current tenancy. Further information can be read in the supporting documentation.

Sustaining tenancies

- 3.9 Thirteen engages with customers throughout the life of the tenancy to offer appropriate support, advice and help to sustain tenancies and prevent unnecessary evictions, for example supporting customers with hoarding.
- 3.10 We use reasonable endeavors to intervene at an early stage when we become aware of emerging or potential breaches of tenancy to ensure that customers receive support at the earliest stage.
- 3.11 We support customers to sustain their tenancies and ensure that tenants receive appropriate support, including where applicable the support of our Tenancy Support service who work exclusively with customers who are having difficulties in managing their tenancies.
- 3.12 Where tenants have rent arrears, we will seek possession only when all attempts to advise and support have failed or been exhausted, as referenced in our Income & Debt Policy.

Mutual Exchange

- 3.13 Tenants will be encouraged to register on a mutual exchange scheme to maximise their opportunities for a suitable move, which is beneficial to tenants' needs and without payment of a fee. Mutual exchange further details of how the scheme operates is available on our website [\(Click Here\)](#)
- 3.14 We provide tenants with information about the implications to tenure, rent and service charges when they seek mutual exchange.
- 3.15 Thirteen actively promotes mutual exchange through a range of communication channels.
- 3.16 Thirteen will not unreasonably withhold permission to mutually exchange and will refer to the appropriate legislation for grounds for refusal.

Succession

- 3.17 Thirteen ensures that tenants' rights are protected and the right to statutory succession is granted where applicable. Further details explaining granting statutory and discretionary succession rights can be found in the supporting documentation, along with whether succession applies but the property is unsuitable.
- 3.18 If there are no rights for tenancy succession, we will still support the occupant by offering alternative housing advice and will be given reasonable notice of seeking possession.

Assignments

- 3.19 A tenant may request to assign their tenancy to another person; this involves the legal transfer of a tenancy from one person to another. Circumstances when assignment can take place, as follows:

- In accordance with Section 91(3) of the Housing Act 1985 by way of mutual exchange. In this situation, succession rights are not affected. (Please note that a mutual exchange can occur more than once).
- In pursuance of a Court Order in certain matrimonial, civil partnership or Children Act proceedings. Please note that succession rights are not lost in this situation.
- To a person who will qualify as a successor had the tenant died (see legal rights to succession). Please note that there can be no further successions after this.

Allocation and Lettings

- 3.20 We comply with all legal and regulatory requirements when letting and allocating homes. Our approach is to let homes in a fair, transparent and efficient way, considering the needs and aspirations of tenants and potential tenants as outlined in Thirteen's Lettings Policy.
- 3.21 We co-operate with local authorities' strategic housing functions and assist local authorities to fulfil their duties to meet identified local housing needs. Our nomination agreements ensure that we assist local authorities in rehousing reasonable preference groups including supporting customers who are homeless.
- 3.22 We work with local authorities to establish Lettings Plans that create balanced communities, which can include a proportion of applicants in employment or training and enhanced reference checks. This will include the type of Tenancy Agreement to be used.
- 3.23 Some properties such as live work units and nurse accommodation will be let in line with individual scheme lettings policies, which will be adhered to in line with this policy.
- 3.24 We seek to minimise the time that properties are empty between each letting, when doing this, we will consider the circumstances of the tenants who have been offered the properties.

Vulnerable Customers

- 3.25 We recognise that people can be vulnerable for a variety of reasons and can need additional support.
- 3.26 We will support customers to remain in their homes and live as independently as possible and are committed to ensuring that every opportunity has been provided to support our customers in their tenancy.
- 3.27 We also have a range of adapted properties for people with disabilities where available and where appropriate. Where customers require a minor adaptation, such as grab rails, ramps or level access showers will we undertake these where feasible, following a recommendation referral from the Occupational Therapist. Where there is a need for a major adaptation, we liaise with the Local Authority to see if the adaptation can be funded through a Disabled Facilities Grant (DFG) or whether accessing more suitable accommodation is required.

- 3.28 We consider the needs of households who are vulnerable by reason of age, disability or illness and households with children, through our lettings policy and provide tenancies which provide a reasonable degree of stability as explained in the supporting documentation.

Under Occupation and Overcrowding

- 3.29 Where a property is under-occupied and tenants are unable to afford the payments, they will be offered advice and support for alternative housing options. We have a range of advice and support including our in-house Landlord Discretionary Housing scheme, which provides support to customers who are in financial difficulty and under occupying their property. Where customers are overcrowding, we will offer advice and support for alternative housing options, including discussions around affordability.
- 3.30 We engage with customers on an individual basis to discuss their specific requirements and whether they are eligible for the fund and the rehousing options that are available to them.

Tenancy Fraud

- 3.31 Thirteen will not tolerate social housing tenancy fraud and legal action will be taken to regain possession of any properties found to be obtained via deception or fraudulent means.
- 3.32 Thirteen will ensure that all colleagues are trained in how to prevent, detect and take action against suspected fraud.
- 3.33 Thirteen will also raise awareness of tenancy fraud and the importance of reporting to Thirteen to ensure that action is taken.

Tenancy Management

- 3.34 Thirteen ensures effective tenancy management through one point of contact, who will be able to answer a wide range of issues, and where applicable refer to specialist teams or signpost to other agencies.
- 3.35 Through intensive housing management, we will ensure that our homes are well managed, and where a customer needs to move temporarily i.e. decant during repair works or investment works, customers will be consulted, making considerations for their vulnerabilities and circumstances and supported with the decant move.
- 3.36 We will make all reasonable endeavours to ensure that the accommodation is safe, suitable and meets the customers' needs and the process causes as little disruption as possible.
- 3.37 Thirteen will ensure that where permission is requested, for example for home improvements or alterations, that this is subject to necessary approvals as indicated in the supporting documentation. In all circumstances, improvements must be carried out by a qualified person.

- 3.38 Where customers wish to seek permission for a pet, as referenced in the Tenancy Agreement, please refer to the supporting document.

4 HOW WE MEASURE THE EXPECTATIONS AND OUTCOMES OF THIS POLICY.

Our success will be measured in terms of the satisfaction of our customers and our interactions with our customers as a result including:

- 4.1 Monitor the number of reports received and the understanding it provides.
- 4.2 Monitor our response to complaints and the impact.
- 4.3 Provide timely updates to complainants to build confidence and manage expectations.
- 4.4 Monitor the uptake of support and advice given to customers through tenancy support.
- 4.5 Use customer feedback to inform change.
- 4.6 Monitor and report on service standards where appropriate.

5 CONSIDERATIONS FOR OUR CUSTOMERS

- 5.1 We endeavor to understand who our customers are and any specific needs they may have to underpin our service delivery and ensure our customers are treated fairly and with respect.
- 5.2 We provide tenancy support services for additional advice and holistic support to our customers for their level of need, including referrals to other agencies who are better placed to provide specialist support.
- 5.3 We have effective appeal processes in place as set out in our supporting documents and further supported by our complaint procedure.
- 5.4 We have considered safeguarding and vulnerability factors to ensure we protect and support our customers appropriately.
- 5.5 We consider the expectations of the community standards at the heart how we communicate, especially customers' diverse needs and how we inform them in an appropriate way that is clear, accessible, relevant, and timely manner.
- 5.6 Thirteen take into account the diverse needs of customers throughout their tenancies and ensure that we minimise any barriers preventing customers from maintaining their tenancies.
- 5.7 To further consider customers' diverse needs we have made it accessible for customers to contact and engage with us, methods of communication can be seen in the supporting documents.

- 5.8 We ensure that all customers wanting to influence and scrutinise our strategies, policies and services have equitable opportunities to do this, using a range of different methods and contact styles, to support our customer and their diverse needs.
- 5.9 We use our involved customers to consider this policy from a customer's perspective to judge if our policies are fair, reasonable, transparent, and understandable and use their constructive feedback to inform us.
- 5.10 We listen and learn from our customers, through feedback and complaints to help inform further service improvements.
- 5.11 We have shared this policy with the customer committee to see if this meets our requirements and service standards while demonstrating effective management.

6 TRANSPARENCY ARRANGEMENTS ASSOCIATED WITH THIS POLICY

We will ensure transparency in relation to this policy by:

- 6.1 Publication of this policy and supporting documentation in all relevant forums and accessible formats
- 6.2 Publishing relevant performance information including those defined in how we measure.
- 6.3 By responding to any enquiries in an appropriate and timely fashion.
- 6.4 Publication and sharing of the tenancy satisfaction measures (TSMs).
- 6.5 We will let customers have access to reliable and accurate information about our performance as a landlord which can be found in our annual reports [\(Click Here for Annual report for customers\)](#).
- 6.6 For a copy of this policy in an alternative format, such as large print or a translation, please contact us.

7 SUPPORTING DOCUMENTS AND GUIDANCE.

| Contents of supporting documentation | |
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| 1. | Definitions |
| 2. | Tenancy Types |

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| 3. | Tenancy Guidance |
| 4. | Tenancy Review Process - Circumstances where a tenancy may be ended or demoted. |
| 5. | Tenancy Probation |
| 6. | Tenancy Changes |
| 7. | Tenancy Support Services |
| 8. | Mutual Exchange |
| 9 | Succession |
| 10. | Vulnerable Customers |
| 11. | Landlord Discretionary Housing Fund (LDHF) |
| 12. | Tenancy Management - Home Improvements - Decants (Moving Home Temporarily) - Pets in the home |
| 13. | Appeals process |
| 14. | Links to: Annual reports TSM Service Standards Mutual Exchange |
| 15. | How Customers can contact us |
| 16. | Documents Related to this Policy |

1 DEFINITIONS

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| Fixed Term Tenancy | A tenancy for a specific term of not less than two years (unless Right to Rent applies) and not more than five years. |
| Lifetime tenancy | A non-short hold Assured or secure periodic tenancy |

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| Shorthold tenancy | A short hold periodic tenancy commencing with a six-month fixed term. |
| Starter tenancy | Offered to all new tenants for the first twelve months of their tenancy. Providing the conditions of the tenancy are met, the tenancy will be converted into an Assured or Fixed-Term Tenancy. |
| Landlord | Property owner and, in the context of the Policy, any company or subsidiary. |
| Temporary accommodation or license | An agreement that is used for accommodation where the tenant does not have an exclusive occupation. Also used for a short-term occupation in specialist accommodation. |
| Leaseholder | Part or full owner where the Registered Provider holds the freehold. |
| Elderly and disabled households | Households that are of pensionable age and/or have been assessed as having a long-term enduring disability. |
| Tenant Satisfaction Measures (TSM's) | The regulator of Social Housing has created a set of tenant satisfaction measures that social housing landlords must report on. This will enable people to use the measures to understand how well landlords are doing. |

2 TENANCY TYPES

The table below sets out the range of tenancies and in which circumstances these will be offered. Before a property is offered, financial affordability assessments will be provided for customers to ensure that they can afford the tenancy. If it is identified that the tenancy would not be affordable, then advice will be given for alternative housing options.

| Tenancy Type | Who will this be offered to? |
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| Assured Tenancy | <ul style="list-style-type: none"> Existing customers since Stock Transfer (unless they have applied for an affordable fixed term property and have chosen to surrender their agreement). Transferring tenants from other social landlords (unless they have applied for an affordable fixed term property and have chosen to surrender their agreement). New tenants that have completed the 12-month probationary period in non-specialist general needs housing. Tenants that are of retirement age or households that are disabled or vulnerable due to illness/medical condition. Tenants residing in older person's accommodation such as sheltered or extra care schemes. |
| Assured Transferring Tenancy (protected rights) | <ul style="list-style-type: none"> Transferring tenants who have applied for a property on a transfer basis will retain the same security as their current contract. (Transfers will be unable to retain their |

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| | assured tenancy if they chose to move to an affordable fixed term tenancy). |
| Starter Tenancy (Assured Shorthold Tenancy – leading to Assured Tenancy) 12 months | <ul style="list-style-type: none"> New tenants to Thirteen that have not held a social housing property previously. |
| Fixed-Term Starter Tenancy – leading to Fixed-Term Tenancy | <ul style="list-style-type: none"> Tenants that have limited leave to remain and are therefore unable to sign for an assured tenancy. |
| Fixed-Term Tenancy 2–5 years | <ul style="list-style-type: none"> Customers living in intermediate market rented properties developed or acquired for eventual sale. Specialist properties and schemes which are designed for a specific customer some examples are Live/work units introduced to support local businesses and NHS accommodation. |
| Equitable tenancies with a guarantor | <ul style="list-style-type: none"> Applicants aged under 18 that are unable to hold a contract by law will require a guarantor and be offered an equitable tenancy until their 18th birthday at which stage, they will be signed to an assured tenancy agreement with a 12-month probationary period if relevant. |
| Shorthold Tenancy Agreement | <ul style="list-style-type: none"> Properties designated for a particular specialist need e.g. Properties with floating support, move on temporary accommodation; Privately owned properties; Student accommodation. Properties used to assist the Local Authority with interim accommodation for homeless households. Customers living in a home where Thirteen is the leaseholder. |
| Temporary Accommodation Agreement – license | <ul style="list-style-type: none"> Households being provided with specialist temporary accommodation with support e.g. homeless emergency accommodation or a shared supported tenancy with a condition of the tenancy requiring the support. Customers who do not have exclusive occupations (shared houses). Households placed in the accommodation as a temporary solution whilst work is completed on their primary home. |
| Shared Owner Leaseholder | <ul style="list-style-type: none"> Customers who part own and part rent their property. Own their own home and Thirteen own the freehold. |
| Demoted | <ul style="list-style-type: none"> Granted by a Court following breach of an assured tenancy condition arising from anti-social behaviour. A |

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| | demoted tenancy gives the same rights as an assured short hold tenancy but gives fewer rights and less protection from eviction than an assured tenancy. Demoted tenancies usually last for one year and will convert to an Assured tenancy provided that there have been no further issues. |
| Garage | <ul style="list-style-type: none"> Garage tenancies are granted to those renting a garage which is not situated within the curtilage of the property. |

3 TENANCY GUIDANCE

A social or affordable rented tenancy can be held jointly by up to four people, although this will be restricted to persons in a relationship or those that are related (e.g. sisters / brothers).

One joint tenant can terminate a tenancy by giving Thirteen valid notice to quit which will terminate the full tenancy for all parties concerned.

When an existing tenant moves to a new property from an Assured Tenancy to an Affordable Rented Tenancy, they will be bound by the new Terms & Conditions and rent levels.

If a customer holds a tenancy protected by the transfer of stock from the Local Authority, then where applicable, they will be offered the same type of tenancy with the tenancy rights that they held at the time of the stock transfer. This applies unless the customer has applied for an Affordable Fixed Term property and has chosen to surrender their agreement.

If a customer wishes to transfer then they will receive a tenancy of no less security where they choose to move to another social rented home, whether with the same or another landlord.

Where customers move to alternative accommodation during any redevelopment or other works such as asset repair works in agreement with Thirteen, a tenancy will be provided with no less security of tenure.

Tenants have a right to occupy their home and a tenancy will generally only be terminated by Thirteen if one or more conditions in the tenancy agreement have been broken or if the tenant no longer occupies the property as their sole or principal home. (exception i.e., Thirteen decision to demolish).

Where a tenant is a victim of Domestic Abuse and possession proceedings have been successful to evict the perpetrator, the court ruling will apply, and the tenancy will be assigned ensuring the tenant has no less security of tenure.

Tenants are required to give 4 weeks' notice to terminate their tenancy except in exceptional circumstances, for example, transfers within Thirteen or where there is a reciprocal agreement with other housing providers or the death of a tenant.

The process for reviewing a fixed term tenancy is detailed in **section 4 of the supporting documentation**.

4 TENANCY REVIEW PROCESS

Fixed term tenancies will be reviewed at least **nine months prior** to the end of the term. It is expected that the majority of Affordable Fixed-Term Tenancies will be renewed, taking into account the household's individual circumstances.

Following a review, the tenancy may be renewed for a further period. In considering renewal, the continuing needs of tenants will be considered (for example, if a larger or smaller property is needed for changes within the household).

Circumstances where a tenancy may be ended or demoted.

- Thirteen may end a tenancy if there is a valid ground for possession (as set out in Schedule 2 of the Housing Act 1988). The grounds for possession are set out in the tenancy agreement.
- The tenant may end their term tenancy by issuing a formal written notice surrendering their tenancy. This request must give four weeks' notice to the landlord and be signed by all joint tenants.
- Thirteen will serve reasonable notice which will be not less than **two months** before the tenancy is due to end after the fixed term tenancy review process.
- Where the Home Office has sent Thirteen a Notice of Letting to a Disqualified Person to tell you that someone living in your property is disqualified from renting
- When tenancies are coming to an end and are not to be renewed, the tenant will be given sufficient notice and advice on alternative housing options, including support and advice available through the Local Authority and advice agencies.
- If the tenant refuses to move when the notice period expires, possession proceedings will be pursued.
- If there is a valid ground for possession of Antisocial Behaviour Thirteen may apply for the tenancy to be demoted under the Anti-social Behaviour Act 2003.
- The Right to Buy/Acquire may be lost if a tenancy agreement is demoted as Thirteen reserve the right to make an application to court to suspend any ongoing Right to Buy/Acquire application pending or in the legal process in the event of serious Antisocial Behaviour.

5 TENANCY PROBATION

Probationary periods of 12 months will be offered for starter tenancies with a view to aid tenancy management; this can be extended for an additional 6 months through the serving of a Probation Extension Notice or Demotion Notice for any tenancy breaches, after which an Assured Tenancy will be granted. This will be subject to the satisfactory conduct of the starter tenancy.

6 TENANCY CHANGES

Customers applying to change tenants' names on the tenancy agreement (i.e. joint to sole tenancy due to relationship breakdown) will need to surrender their current tenancy agreement and be reissued with a new tenancy agreement. This would be in the form of a new Assured Tenancy and any enhanced rights held by the customer under a previous stock transfer would be lost.

7 TENANCY SUPPORT SERVICES

The Tenancy Support Service provides personalised support to help tenants whose tenancy could otherwise be at risk. For example, due to a traumatic life event or because of drug, alcohol, or mental health issues. Thirteen will offer support to tackle home conditions, finance issues, welfare benefits, health issues, tenancy management, neighbourhood disputes and anti-social behaviour.

The Tenancy Support service is a short-term intervention but where longer-term support is required, we will refer to longer-term services.

8 MUTUAL EXCHANGE

Mutual Exchange enables tenants to register an interest in a mutual exchange without payment of a fee, enter their current property details and their requirements for the mutual exchange policy they hope to obtain and where a potential match occurs.

Assured Tenants and Secure Lifetime Tenants who hold a tenancy prior to 1 April 2012 may be granted consent to exchange with a Fixed Term Tenancy customer; however, the latter will not be automatically offered an Assured Tenancy. This will be at the discretion of Thirteen.

Prior to 1 April 2012, mutual exchange for tenants will be administered via surrender and the subsequent granting of a new tenancy. The Assured or Secure Tenancy will be offered a new Assured or Secure Tenancy, and the Fixed Term Tenant will be offered the continuation of their existing affordable Fixed Term Tenancy.

9 SUCCESSION

For tenants who entered tenancies on or after 1 April 2012, there is an automatic statutory right of succession on the death of a spouse, civil partner, or cohabitee. This is in respect of a joint or sole tenancy where no previous succession has taken place in respect of that tenancy, and the successor has occupied the property as their only or principal home immediately before death.

For tenants prior to 1 April 2012 may also have a Contractual Succession Right; this is set out in the terms of the Tenancy Agreement and may include succession rights to family or household members in addition to the tenant's spouse, civil partner, or cohabitee. This will be granted with a surrender and reissue of agreement. The successor must have been living with the deceased tenant at the time of or immediately before death for the period specified within the Tenancy Agreement. Where a statutory succession is not proven, in accordance with our tenancy agreement, then Thirteen retains the right to use its discretion and grant a direct let as a starter tenancy with each case treated on a case-by-case basis.

All successions to a Fixed-Term Tenancy will exist for the remainder of the life of that tenancy. These will be subject to full review, as previously set out in this policy when the end of the tenancy is due.

If the property is not suitable for the succession (for example, if the property is in a Specialist Scheme or is fully adapted for the deceased tenant and the successor does not meet the criteria), then a suitable alternative property will be offered to fulfil the automatic right of succession. This will be granted under the same Terms & Conditions as detailed above.

10 VULNERABLE CUSTOMERS

If customers feel that they are vulnerable in any way, or have specific needs, they are encouraged to disclose any information to us, to enable us to adapt our services further to meet their needs.

We offer specialist older person's housing and supported housing schemes, which provide support bespoke to an individual's needs.

All colleagues responsible for tenancy management are trained to ensure that they provide all customers with the support that they need, but we recognise that some customers require additional support. Thirteen's Tenancy Support Team are available to provide additional advice and support to any vulnerable customer and provide a holistic support offer, bespoke to our customers' needs. Where we are unable to provide support due to the nature of the support need, then we refer to other agencies who are better placed to provide the specialist support.

11 LANDLORDS DISCRETIONARY HOUSING FUND (LDHF)

Thirteen's Landlord Discretionary Housing Fund (LDHF) provides financial assistance to customers experiencing difficulties in paying their rent. The primary objective of the LDHF is to help sustain tenancies and alleviate financial hardship.

Payments are credited to rent accounts every four weeks in arrears and are allocated to cover underoccupancy charges, housing cost shortfalls, and service charges.

The criteria and methodology for awarding the LDHF are subject to an annual review conducted by our customers. This review process is designed to ensure that the LDHF continues to effectively support those customers who are most vulnerable to financial hardship or at risk of tenancy failure.

12 TENANCY MANAGEMENT

Thirteen will ensure that throughout the life of the tenancy, that customers receive the appropriate offer of support and advice to help sustain tenancies.

Thirteen will intervene where necessary to ensure effective tenancy management, including recharging customers where properties are damaged not due to fair wear and tear.

Home Improvements

Thirteen will consider giving permission for home improvement works if, the title deeds allow, works do not invalidate any defect period or warranty, and the application has the necessary approvals. No home improvement works should be undertaken without prior written approval from Thirteen. Failure to get permission will result in the recharging of any repairs in the event of tenancy termination.

Decants (Moving Home Temporarily)

Thirteen will support any tenant who requires a transit move, with appropriate rehousing to meet their needs along with applicable removal costs.

Where appropriate, and in accordance with our statutory obligations, we provide financial compensation set out by the Land Compensation Act 1973 and our supporting resources.

Homeowners have a right to secure accommodation through their buildings insurance policy and in line with the terms of their lease or written statement. It is the responsibility of the customer or homeowner to ensure that they have adequate insurance in place to protect the contents of their home and we do not provide compensation for any contents which may be lost, stolen, damaged or destroyed.

Pets in the home

Having a pet or animal can provide a great source of enrichment and companionship and we always try to support you, should you wish to discuss welcoming a new addition to the household.

However, we do need to make sure it is the right thing to do, for you, and for the pet or animal, and to ensure the property you live in is suitable. Anyone wanting to take on a pet or animal whilst living in a Thirteen property will need to first seek permission to do so. We have these control measures in place to ensure the property is suitable, there are no restrictions on the property you live in, everyone remains safe and that the continued welfare of the pet or animal can be maintained.

For Leasehold and Shared Ownership properties, please consult your lease or agreement prior to making an application.

We will consider applications for the following pets or animals to be homed.

- Up to a maximum of three dogs OR cats – dependant on the size of your home.

PLEASE SEE ADDITIONAL GOVERNMENT GUIDANCE FOR DOGS LISTED UNDER THE DANGEROUS DOGS ACT 1991 INC XL BULLY DOGS.

- Any pet or animal that would normally be housed in a small secure cage or other form of housing inside a property – for example birds, hamsters, lizards, snakes.
- Fish will be considered based on the expected size and location of the fish tank.

- Small animals kept in secure housing in a private garden – for example rabbits, guinea pigs etc.

Where permission is granted, an agreement must be signed, and the criteria followed to prevent permission being withdrawn.

There may be times when we cannot grant permission. Examples of where we will never allow permission are below, this list is not exhaustive:

- Properties with communal entrances, such as a block of flats or a supported housing scheme.
- Livestock of any kind including chickens, goats etc
- Pigeons
- New applications for banned or dangerous dog breeds including cross breeds in line with legislation around rehoming or retrospective permission where a valid exemption certificate **cannot** be produced (full guidance can be found on the gov.uk website [here](#)).

If we can't give permission, we will discuss this with you and tell you why.

The UK law on assistance dogs is covered by the Equality Act 2010. Our general restriction on pets or animals in properties with communal or shared entrances does not apply to assistance dogs. This does not include Emotional Support Animals and an application should be made in the same way as any other pet or animal.

Failure to comply with this process, or failure to maintain an agreement following permission being given, may result in action being taken against your tenancy.

13 APPEALS PROCESS

Tenants may submit an appeal through the Appeal Process if they disagree with:

- The tenancy type.
- The decision to terminate their tenancy.
- The decision to not grant a renewal of Fixed-Term Tenancy.
- The decision not to convert a starter tenancy into an Assured Tenancy.
- The decision not to grant them a new tenancy following a succession application.
- The decision not to grant a mutual exchange application.

All applicants have the right to request general information about their tenancy review, including the facts that have been considered and the reasons for terminating their tenancy.

An applicant who is unhappy with a decision made under this policy should, in the first instance, contact their housing services coordinator to explain why they think that the decision is unreasonable.

Appeals will be considered by a relevant senior officer who has not been party to the original decision.

Tenants who are still unsatisfied on a point of procedure may be able to seek a further review via the Complaints Process. In such circumstances, the complaint will escalate directly to Stage 2 of Thirteen's Complaints Process.

14 USEFUL LINKS

Annual Reports

[Annual report for customers - Thirteen \(thirteengroup.co.uk\)](https://thirteengroup.co.uk/annual-reports)

TSM

[Tenant Satisfaction Measures - Thirteen \(thirteengroup.co.uk\)](https://thirteengroup.co.uk/tenant-satisfaction-measures)

Service Standards

[Service standards - Thirteen \(thirteengroup.co.uk\)](https://thirteengroup.co.uk/service-standards)

Mutual Exchange

[Swap your home - Thirteen \(thirteengroup.co.uk\)](https://thirteengroup.co.uk/swap-your-home)

Discretionary Housing Fund

[Discretionary Housing Payments guidance manual - GOV.UK](https://gov.uk/discretionary-housing-payments-guidance)

[Applying for a Discretionary Housing Payment - GOV.UK](https://gov.uk/apply-for-a-discretionary-housing-payment)

15 HOW CUSTOMERS CAN CONTACT US

[Contact Us - Thirteen \(thirteengroup.co.uk\)](https://thirteengroup.co.uk/contact-us)

16 RELATED DOCUMENTS

- Anti-Social Behaviour and Hate Crime Policy
- Complaints, Compliments and Feedback Policy
- Safeguarding Children, young people and Adults Policy
- Equality, Diversity, and Inclusion Policy
- Domestic Abuse Policy
- Income and Debt recovery policy
- Lettings Policy