

Tenancy Policy

March 23

Company	Thirteen Group
Lead Manager	Head of Housing Services
Date of Final Draft and Version Number	March 23
Review Date	March 26
Officer Responsible for Review	Head of Housing Services

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
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
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1 POLICY STATEMENT

- 1.1 This Tenancy Policy sets out Thirteen's approach to tenancy management including tenancy sustainment. It also sets out Thirteen's approach to granting a tenancy, along with the types and terms of the tenancy agreements that will be used and guidelines for when a tenancy expires or is ended.
- 1.2 This policy does not apply to shared ownership, market rent or properties for outright sale.
- 1.3 In accordance with the requirements of the Regulator of Social Housing Thirteen will ensure this policy:
- Provides clarity on how each type of tenancy will be granted making the most efficient use of Thirteen's housing stock;
 - Sets out clear expectations of Thirteen's responsibility as a landlord
 - Provides clarity of the responsibilities for prospective and existing tenants.
 - Applies a consistent and fair approach to sustaining tenancies and minimising evictions.
 - Has due regard to Local Authority strategies.
 - Complies with the Social Housing Regulators Tenancy Standards including:
 - Supports the development of balanced and sustainable communities.
 - Supports the need of older and vulnerable customers.
 - Ensures accommodation is managed with the correct occupancy agreements.
 - Ensures tenancies are granted consistently in a transparent and fair way.
- 1.4 This policy also explains how the type of tenancy that Thirteen employs relate to succession; assignment; Asset Management; and transfers.

2 REFERENCE MATERIAL

- 2.1 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

3 DEFINITIONS

- 3.1 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-shorthold Assured or secure periodic tenancy.
 - Shorthold tenancy - A shorthold 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 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 have been assessed as having a long-term enduring disability.

4 POLICY CONTENTS

4.1 Approach

- 4.1.1 Thirteen is committed to providing the most appropriate tenancy to meet the needs of both the household and the property; a list of tenancy types and their applications are included in **Appendix A**. Thirteen provides both general needs housing and supported housing as well as support services for older and vulnerable people. Thirteen will offer the most appropriate type of tenancy or occupancy agreement to meet individual and household needs. This Policy supports the use of assured tenancies (life-time homes); however, it also recognises the importance of best use of stock and will support alternative tenancies when there is a specific or identified requirement.
- 4.1.2 Local Authority and Registered Provider tenants with non-shorthold 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. Thirteen will offer an assured tenancy as standard to ensure that households have security within their accommodation.

4.2 Types of Tenancies

- 4.2.1 As standard Thirteen will offer new customers an Assured Tenancy with a probationary period; 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 **Appendix A**.
- 4.2.2 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).

- 4.2.3 One joint tenant can terminate a tenancy by giving Thirteen valid notice to quit which will terminate the full tenancy for all parties concerned.
- 4.2.4 Where 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.
- 4.2.5 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.
- 4.2.6 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.
- 4.2.7 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).
- 4.2.8 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.
- 4.2.9 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.
- 4.2.10 The process for reviewing a fixed term tenancy is detailed in **Appendix B**.

4.3 Probationary Period and Tenancy Review

- 4.3.1 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.

4.4 Tenancy Changes

- 4.4.1 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.

4.5 Sustaining tenancies

- 4.5.1. Thirteen will engage 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.

- 4.5.1 We will use reasonable endeavours 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.
- 4.5.2 We will seek to ensure that tenants receive appropriate support to sustain tenancies, including where applicable the support of our Tenancy Support service who work exclusively with customers who are having difficulties in managing their tenancies.
- 4.5.3 The Tenancy Support Service will provide 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.
- 4.5.4 The Tenancy Support service is a short-term intervention but where longer term support is required we will refer onto longer-term services.
- 4.5.5 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.

4.6 Mutual Exchange

- 4.6.1 Tenants will be encouraged to register on a mutual exchange scheme to maximise their opportunities for a suitable move. This will be through House exchange. This will enable 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. Further details of how the scheme operates is available on our website www.thirteengroup.co.uk.
- 4.6.2 Thirteen will actively promote mutual exchange through a range of communication channels.
- 4.6.3 Thirteen will not unreasonably withhold permission to mutually exchange and will refer to the following applicable grounds for refusal;
 - Schedule 3 of the Housing Act 1985
 - Schedule 14 of the Localism Act 2011
- 4.6.4 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 on the discretion of Thirteen.
- 4.6.5 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.

4.7 Succession

- 4.7.1 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.
- 4.7.2 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.
- 4.7.3 All successions to a Fixed-Term Tenancy will exist for the remainder of the life of that tenancy. These will be subject to a full review, as previously set out in this policy when the end of the tenancy is due.
- 4.7.4 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 on the same Terms & Conditions as detailed above.
- 4.7.5 If there are no rights for tenancy succession, the occupant will be offered alternative housing advice and will be given reasonable notice of seeking possession.

4.8 Assignments

- 4.8.1 A tenant may request to assign their tenancy to another person; this involves the legal transfer of a tenancy from one person to another. There are only certain 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.

4.9 Allocation and Lettings

- 4.9.1 Thirteen complies 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. Our Lettings Policy also outlines how we make best use of our stock, contribute to the Local Authorities strategic housing function and also how tenants are able to exchange their tenancy with another tenant through our mutual exchange service.

- 4.9.2 Where we let homes in accordance with local lettings policies, we will 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.
- 4.9.3 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.
- 4.9.4 Where properties are vacated, we will seek to minimise the time that properties are empty between each letting, providing new customers, or existing tenants wishing to transfer, with sufficient notice to enable them to move in as quickly as possible when the property is ready. When doing this, we will consider the circumstances of the tenants who have been offered the properties.

4.10 Vulnerable Customers

- 4.10.1 We aim to deliver excellent services to all our customers, and we do this by understanding who our customers are and any specific needs they may have. We recognise that people can be vulnerable for a variety of reasons and can need additional support. 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.
- 4.10.2 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. We offer specialist older person's housing and supported housing schemes, which provide support bespoke to an individual's needs. We also have a range of adapted properties for people with disabilities where available and where appropriate.
- 4.10.3 We consider the needs of those 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 Appendix A.
- 4.10.4 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.

4.11 Under Occupation

- 4.11.1 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. Thirteen has a range of advice and support including our in-house Landlord Discretionary Housing scheme, that provides support to customers who are in financial difficulty and under occupying. We will engage with customers on an individual basis to discuss their specific requirements and whether they are eligible for the fund.

4.12 Tenancy Fraud

- 4.12.1 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.

4.13 Appeals

- 4.13.1 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 to not convert a starter tenancy into an Assured Tenancy;
 - The decision not to grant them a new tenancy following a succession application.
- 4.13.2 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.
- 4.13.3 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.
- 4.13.4 Appeals will be considered by a relevant senior officer who has not been party to the original decision.
- 4.13.5 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.

5 GOVERNANCE INFORMATION

Equality and Diversity	<p>Less secure types of tenancy (shorthold 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</p>
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	actions from this will be monitored
Customer Involvement and Consultation	Consultation has been completed with a wide range of internal/ external stakeholders and residents through the commitments outlined in the Customer Involvement Strategy.
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.</p> <p>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.</p> <p>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>
Responsibility	<p>It is the responsibility of the Director of Operations to ensure that the policy is in place.</p> <p>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>

6 APPENDICES

APPENDIX A

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 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

	<p>temporary accommodation; Privately owned properties; Student accommodation</p> <ul style="list-style-type: none"> 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 occupation (shared houses) Households placed in the accommodation as a temporary solution whilst work is completed on their primary home.
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 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.

Appendix B - 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.
- If the tenant refuses to move when the notice period expires, possession proceedings will be pursued.
- If there is a valid ground for possession on 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.