Tenancy Policy

V3 – Oct 18
## Company
- Thirteen Group

## Lead Manager
- Julie McNaughton

## Date of Final Draft and Version Number
- Final v3 - May 2019

## Review Date
- April 20

## Officer Responsible for Review
- Julie McNaughton

## Policy Review History

<table>
<thead>
<tr>
<th>Version</th>
<th>Action &amp; Changes</th>
<th>Author</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>New policy</td>
<td>JM</td>
<td>13.11.14</td>
</tr>
<tr>
<td>3</td>
<td>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)</td>
<td>JM</td>
<td>01.04.2018</td>
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</table>
1 POLICY STATEMENT

1.1 This Tenancy Policy sets out Thirteen’s approach to granting a tenancy, the types and term of the tenancy agreements that will be used and guidelines for when a tenancy expires or is brought to an end.

1.2 The policy aims to:

- Set out clear expectations for the Landlords responsibilities
- Set out clear expectations for prospective and existing tenants,
- Have due regard to Local Authority strategies,
- Be easily understood,
- Ensure the policy makes best use of Thirteen’s housing stock,
- Ensure accommodation is managed with the correct occupancy agreements,
- Ensure tenancies are granted consistently in a transparent and fair way.

1.3 This policy also explains how the type of tenancy the Group employs relates to:

- Succession;
- Assignment;
- Asset Management
- Transfers

2 REFERENCE MATERIAL

2.1 Included as Appendix A.

3 DEFINITIONS

3.1 Included as Appendix B.

4 POLICY CONTENTS

4.1 Approach

4.1.1 Thirteen is committed to provide the most appropriate tenancy to meet the needs of both the household and property. A list of tenancy types and their applications are included in Appendix D. 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-short hold agreements in place before this policy becomes effective will continue with their existing tenancy and terms and conditions, for example they will retain the Right to Buy (RTB) their home, retain succession rights and the right to exchange their tenancy with another secure tenant.

4.1.3 Thirteen will offer an assured tenancy as standard to ensure households have security within their accommodation.
4.2 **Tenancies**

4.2.1 Thirteen will offer as standard an assured tenancy with the use of a probationary period for new tenants and only use a different tenancy type if this is relevant to the accommodation product or if this is for the benefit of the household.

4.2.2 A tenancy can be granted to be held jointly by up to four people, although this will be restricted to, persons in a relationship or that are related e.g. sisters/brothers.

4.2.3 One joint tenant can terminate a periodic tenancy by giving the landlord a valid notice to quit, this 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 and conditions and rent levels.

4.2.5 Where applicable if a tenant has held a tenancy protected by the transfer of stock from the Local Authority, unless they have applied for an affordable fixed term property and have chosen to surrender their agreement, will be offered the same type of tenancy with tenancy rights they held at the time of the stock transfer.

4.3 **Probationary Period and Tenancy Review**

4.3.1 Probationary periods will be offered by way of starter tenancies to aid tenancy management for a 12-month period this can be extended for an additional 6 months through the serving of a probation extension 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 Tenants 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.

4.5 **Mutual Exchange**

4.5.1 Where an assured or secure lifetime tenant holding a tenancy prior to 1\(^{st}\) April 2012 is granted consent to exchange with a tenant holding a fixed term tenancy, they will not automatically be offered an assured tenancy this will be on the discretion of the landlord.

4.5.2 The mutual exchange for tenants prior to 1\(^{st}\) April 2012 will be administered by surrender and then the granting of a new tenancy. The assured or secure tenancy will be offered a new assured or secure tenancy and the fixed term tenancy the continuation of their existing affordable fixed term tenancy.

4.6 **Succession**

4.6.1 For tenants with tenancies entered into on or after 1\(^{st}\) April 2012 there is an automatic statutory right of succession on the death of a spouse, civil partner or cohabitee in respect of a joint tenancy or a 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.

4.6.2 Tenants prior to 1st April 2012 may also have a Contractual succession right which is set out in the terms of the tenancy agreement. This may give include succession rights to family or household members in addition to the tenant’s spouse, civil partner or cohabitee and 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.

4.6.3 All successions to a fixed-term tenancy will be for the remainder of the life of that tenancy, and subject to a full review as set previously in this policy when the end of the tenancy is due.

4.6.4 If the property is not suitable for the succession, for example the property is in a specialist scheme or is fully adapted for the deceased tenant and the successor does not meet the criteria, a suitable, alternative property will be offered to fulfil the automatic right of succession. This will be granted on the same terms and conditions as detailed above.

4.6.5 Where there are no rights for tenancy succession, the occupant will be offered alternative housing advice and will be given reasonable notice of seeking possession.

4.7 Assignments

4.7.1 A tenant may request to assign their tenancy to another person. An assignment 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 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 there can be no further successions after this.

4.8 Local Lettings Plans

4.8.1 Properties covered by local lettings plans will be set in accordance with those plans and officers will work with the local communities to establish lettings plans that will create balanced communities, including a significant number of tenants in employment. This will include the type of tenancy agreement to be used.

4.8.2 A pre-tenancy course may be required prior to an offer of accommodation where this is the first time the individual has held a tenancy or if it has been identified that there is an affordability issue.
4.8.3 Young people who are under 35 years of age will be required to work with the required agencies to actively seek employment, undertake an education or training programme leading to an accredited qualification, unless there are exceptional circumstances preventing them from participating due to medical or disability.

4.8.4 Where a property has specific characteristics that mean it is managed by a specialist team will have an individual scheme policy which will be adhered to having regard to the tenancy policy.

4.8.5 Under Occupation

4.8.6 Where a property is under occupied and tenants are unable to afford this property they will be offered advice and support for alternative housing options.

4.9 Asset Management

4.9.1 It is likely that fixed-term tenancies will be utilised in order to make best use of our housing stock. These will be used as described in appendix D and in other circumstances where it is deemed more suitable for the property type/household in response to changing business operating conditions.

4.10 Tenancy Fraud

4.10.1 Legal action will be taken to regain possession of the property found to be obtained by deception or fraudulent means.

5 GOVERNANCE INFORMATION

| Equality and Diversity | 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.

The draft policy has undergone an Equality Needs Impact Assessment, and 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 recently agreed Customer Involvement Strategy. Implementation will be subject to consultation on Equality Needs Impact Assessment. |

| Monitoring and Review | Monitoring

The monitoring and evaluation of this Policy will be undertaken by the Policy and Contracts Manager.

Information from customer applications, complaints, tenancy sustainment records and satisfaction surveys will be monitored and |
used to evaluate success.

Review

This policy will be reviewed at least every two years, but sooner in the event of any relevant legislation regulation or operational changes.

The Head of Housing Services and Income will be responsible for the review and tenant representative groups will be involved and consulted in any review of this policy.

Responsibility

It is the responsibility of the Group Director of Operations to ensure that the policy is in place

The Accommodation and Contracts Manager will be responsible for ensuring that all staff are aware of the policy and working within the policy requirements

The Accommodation and Contracts Manager will also be responsible for ensuring that customers are fully informed of the policy and any changes made during review.

6 APPENDICES

Appendix A

REFERENCE MATERIAL

The following reference material has been used:

- The Revised Regulatory Framework for Social Housing in England from April 2012 – A Statutory Consultation – December 2011;
- Implementing Social Housing Reform: Directions to the Social Housing Regulator Consultation Document by the Department of Communities and Local Government – July 2011;
- Local decisions: A fairer future for Social Housing;
- The Localism Act 2011;
- The Practical Implications of Tenure Reform – CIH, January 2012;
- 2011 – 2015 Affordable Home Programme Framework – Homes and Communities Agency 2011;
- Housing and Planning Bill 2015
- New Tenure Arrangements Management Implications NHF, June 2012
- Tees Valley Tenancy Strategy 2012 – 17 (updated March 2014)
- Tenancy Strategies for all relevant Local Authorities in the Group’s operating area
- How to develop your Tenancy Policy – CIH revised January 2013
- Housing Act 1996
- Internal policies
- Neighbourhood Plans
APPENDIX B

DEFINITIONS

- Fixed Term Tenancy - a tenancy for a specific term of not less than two years 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 means property owner and in the context of the policy means any company or subsidiary covered by the Group.
- Temporary accommodation or license means an agreement that is a used for accommodation where the tenant does not have exclusive occupation and is used for a short term occupation in specialist accommodation.
- Leaseholder refers to a part or full owner where the Registered Provider holds the freehold.
- 'The Group', where used, refers to Thirteen Group and all its partners, including anyone employed directly or in an agency capacity by any of these companies.
- Elderly and disabled households are households that are of pensionable age and have been assessed as having a long term enduring disability.

Appendix C

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 taken into account, 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 must be a request giving 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’ notice** before the tenancy is due to end after the review process.

- 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 anti-social behaviour, the Group may apply for the tenancy to be demoted under the Anti-Social Behaviour Act 2003. At the end of the demotion period, a two year fixed term tenancy may be granted if the issues have been rectified.
- The Right to Acquire may be lost if a tenancy agreement is demoted.

**Appeals**

If a tenant disagrees with the tenancy type or the decision to terminate their tenancy or not grant a renewal of fixed term tenancy or convert a starter tenancy into an assured tenancy they may submit an appeal through the appeal process.

All applicants have the right to request general information about their tenancy review, including the facts that have been taken into account 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 local housing office to explain why they think that the decision is unreasonable.

Appeals will be considered by a relevant senior officer/manager from the Accommodation, Anti-Social Behaviour or Income team dependent on the reasons for refusal.

Tenants still not satisfied on a point of procedure may be able to seek a further review through the complaints process. In such circumstances the complaint will escalate straight to stage 2 of the Thirteen complaints process.

**Appendix D**

**Tenancy Types**

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

<table>
<thead>
<tr>
<th>Tenancy Type</th>
<th>Who will this be offered to?</th>
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<tbody>
<tr>
<td>Assured tenancy</td>
<td>• Existing customers since Stock Transfer (unless they have applied for an affordable fixed term property and have chosen to surrender their agreement).</td>
</tr>
<tr>
<td></td>
<td>• Transferring tenants from other social landlords (unless they have applied for an affordable fixed term property and have chosen to surrender their agreement).</td>
</tr>
<tr>
<td>Tenancy Type</td>
<td>Description</td>
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<tr>
<td>New tenants that have completed the 12-month probationary period in non-specialist general needs housing.</td>
<td>Tenants that are of retirement age or households that are disabled or vulnerable due to illness/medical condition.</td>
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<tr>
<td>Tenants residing in older person’s accommodation such as sheltered or extra care schemes.</td>
<td>Assured transferring tenancy (protected rights)</td>
</tr>
<tr>
<td>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)</td>
<td></td>
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<tr>
<td>New tenants to Thirteen that have not held a social housing property previously</td>
<td>Starter tenancy (Assured shorthold tenancy – leading to assured tenancy) 12 months</td>
</tr>
<tr>
<td>New tenants moving into properties which have been designated as affordable rented properties to support future regeneration.</td>
<td>Tenants that have limited leave to remain and are therefore unable to sign for an assured tenancy.</td>
</tr>
<tr>
<td>New tenants moving into properties which have been designated as affordable rented properties to support future regeneration.</td>
<td>Fixed term starter tenancy – leading to fixed term tenancy</td>
</tr>
<tr>
<td>Customers living in intermediate market rented properties developed or acquired for eventual sale</td>
<td>Specialist properties which are managed by the Bespoke Lettings team and schemes which are designed for a specific customer some examples are Live/work units introduced to support local businesses, Student accommodation and NHS accommodation.</td>
</tr>
<tr>
<td>Where there may be future, regeneration or development planned within the immediate area.</td>
<td>Equitable tenancies with a guarantor</td>
</tr>
<tr>
<td>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.</td>
<td>Shorthold tenancy</td>
</tr>
<tr>
<td>Properties designated for a particular specialist need</td>
<td></td>
</tr>
<tr>
<td>Temporary accommodation agreement – license</td>
<td>e.g. Properties with floating support, move on temporary accommodation</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>• Privately owned properties which are managed by the Bespoke Lettings team.</td>
</tr>
<tr>
<td></td>
<td>• Properties used to assist the Local Authority with interim accommodation for homeless households.</td>
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<tr>
<td></td>
<td>• Customers living in a home where Thirteen is the leaseholder</td>
</tr>
<tr>
<td>Temporary accommodation agreement – license</td>
<td>• 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.</td>
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<tr>
<td></td>
<td>• Customers who do not have exclusive occupation (shared houses)</td>
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<tr>
<td></td>
<td>• Households placed in the accommodation as a temporary solution whilst work is completed on their primary home.</td>
</tr>
<tr>
<td>Leaseholder</td>
<td>• Customers who part own and part rent their property</td>
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<tr>
<td></td>
<td>• Own their own home and Thirteen own the freehold.</td>
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*For use by the Governance team*

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<tr>
<th>Date added to Internet</th>
<th>June 2019</th>
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<td>3rd June 2019</td>
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<tr>
<td>Policy Schedule Updated</td>
<td>31 May 2019</td>
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