

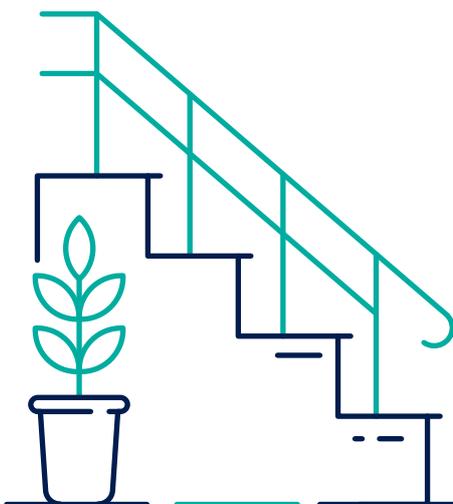
# tenancy policy

April 2019

**believe**  
housing

# contents

Section No.	Title	Page No.
1	Introduction	3
2	Policy aims	3
3	Types of tenancy	4
4	Rents charged	6
5	Letting properties	6
6	Tenancy agreement	7
7	Tenants' rights	8
8	Ending tenancies	9
9	Tenancy fraud	10
10	Monitoring and review	10
11	Complaints	10



## section 1

# introduction

- 1.1. This Tenancy Policy fulfils the requirements of the Localism Act (2011) and the requirements of the regulator for social housing to have a Tenancy Policy.
- 1.2. The overriding aim of our Tenancy Policy is to meet the tenure needs of those people who require housing and to ensure that customers have the right home for as long as they need it. Ensuring sustainability of neighbourhoods across County Durham and the areas in which we operate is one of our priorities.
- 1.3. This policy also sets out our commitment to meeting the Regulator of Social Housing's Tenancy Standard and the required outcomes in relation to tenure:

Registered providers shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community and the efficient use of their housing stock

They shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation. 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.

- 1.4. The Tenancy Policy is supported by a detailed Tenancy Management Policy, which covers the circumstances in which we will use our discretion to grant a new tenancy.

## section 2

# policy aims

- 2.1. We aim to provide a framework whereby customers will receive a tenancy suitable to their housing need and circumstances and ensures that they can access affordable housing without experiencing barriers to achieving broader life aspirations. Customers will receive advice and assistance to access the range of tenancies on offer to ensure they have the right home at the right time.
- 2.2. The policy applies to all tenants of believe housing and covers:
  - Make the best use of the available housing stock, including reducing overcrowding, tackling under-occupation, making best use of adapted housing for those with a disability.
  - Support the development of balanced and sustainable communities across the areas within which we work.
  - Provide and maintain homes to the believe housing Standard.
  - Enable customers to make informed choices about where they live by making more flexible options available.
  - Provide support to older and vulnerable customers to ensure fair access to our housing, to provide information about suitable housing options and to sustain tenancies via in-house staff and external partners.
  - Encourage customers' long-term housing aspirations by developing options for home ownership.

## section 3

# types of tenancy to be granted

- 3.1. We are strongly committed to providing the most secure tenancies available to our tenants.
- 3.2. We will, where relevant, offer tenancies which comply with the Regulator of Social Housing’s Tenancy Standard and which “are compatible with the purpose of the housing, the needs of individual households, the sustainability of the community and the efficient use of its stock.”
- 3.3. We also aim to ensure that customers understand the different types of tenancy that we use, why we offer different types of tenancy and what this means in terms of the rights and responsibilities set out in our tenancy agreements.
- 3.4. We use weekly periodic assured tenancies for Social Rent properties, with initial probationary periods as appropriate and allowable by law. We only use flexible tenancies in exceptional circumstances. This position may be reviewed if the legal, statutory, operational or strategic environment changes.

### **Assured non-shorthold (preserved rights) tenancy**

- 3.5. Tenants who transferred from Durham County Council were issued with Periodic Assured Non-short-hold (preserved rights) tenancy. This tenancy contained some contractual rights which preserved some of the rights from Durham County Council’s secure tenancy, including the right to buy.

### **Periodic assured (shorthold) tenancy**

- 3.6. This is a starter tenancy which lasts for 12 months and will be used for all new tenants who are not immediately moving from an assured or secure tenancy with another social housing provider. The assured (shorthold) tenancy automatically converts to an assured (nonshorthold) tenancy after 12 months if action has not been taken to end or extend the starter tenancy.
- 3.7. If during the 12 month ‘probationary’ period the tenancy conditions are broken, but we do not want to end the tenancy, we can extend the ‘probationary’ period by up to six months. We can only extend the ‘probationary’ period once.

### **Periodic assured (non-shorthold) tenancy**

- 3.8. This is our standard (weekly) tenancy which will be awarded to tenants who are moving from another assured tenancy within the Group or those who have an assured or secure tenancy with another social housing provider.

### **Fixed term assured tenancy**

- 3.9. Such a tenancy will only be used in exceptional circumstances. At present the only exceptional circumstances are:

#### **a) 49 and 50 Market Place, Bishop Auckland**

- 3.10. In order to comply with the specific provisions of the stock transfer agreement which gives the Council the option to purchase back these properties in certain circumstances within ten years, then new tenancies will be two-year fixed term assured shorthold tenancies.

- 3.11. Towards the end of the fixed term we will approach the Council about whether they wish to exercise their option and depending on their response we would contact the tenant to notify them that we propose to either grant another tenancy on expiry (subject to policy requirements) or to end the tenancy in which case we would seek to re-house the tenant elsewhere (subject to policy requirements).

#### **b) Shared tenancies**

- 3.12. A shared tenancy scheme is being piloted to assess the provision of a lower cost housing option for people interested in sharing with others. The tenancy will provide sole occupancy of the bedroom and shared access to communal areas. To better understand the scheme and its impact upon tenants, our homes, communities and business, the shared tenancies will be available as two-year fixed term assured shorthold tenancies.
- 3.13. Towards the end of the fixed term we would assess the impact of the shared tenancy scheme and decide if the scheme and the property within the scheme will continue. We would contact the tenant to notify them that we propose to either grant another tenancy on expiry (subject to policy requirements) or to end the tenancy in which case we would seek to re-house the tenant elsewhere (subject to policy requirements).

#### **c) Rent to buy tenancies**

- 3.14. It is a requirement of Government funding for rent to buy properties that we provide fixed term tenancies of less than two years and we have agreed to offer fixed term assured shorthold tenancies of one year. After this period the tenancy will convert to a monthly periodic assured shorthold tenancy. At the end of their five year Rent to Buy period tenants will have the option to purchase their property. If they decide not to, believe housing has the option of selling the property or continuing to rent it.

#### **Non-assured (equitable) tenancy**

- 3.15. By virtue of the tenant being a minor (someone under the age of 18), this means the Tenancy Agreement will be held in trust for the tenant and their designated Trustee. When the tenant reaches the age of 18, he/she will be offered an Assured shorthold/ non shorthold Tenancy subject to the tenancy being considered sustainable.

#### **Family intervention tenancy**

- 3.16. Family intervention tenancies are granted to a few families who have chaotic lifestyles including anti-social behaviour, rent arrears and children not attending school. It is a tenancy for families who require intensive family support and who would not normally be offered a tenancy. They are entered into voluntarily and last between six months and a year.
- 3.17. An existing tenancy cannot be converted to a family intervention tenancy, and as part of the process we will offer the family a property away from their original area. However, we can convert a family intervention tenancy, usually into an assured (shorthold tenancy) for 12 months, which can then become an assured (non-shorthold) tenancy.

#### **Demoted tenancies**

- 3.18. Following a successful application to the courts for a demotion order, we may demote an assured (non-shorthold) tenancy to an assured (shorthold) tenancy for a period of 12 months. (Sections 6A and 20b of the Housing Act 1988).

### **Shared ownership**

- 3.19. We are committed to promoting home ownership through the sale of properties on a shared ownership basis.

### **Discretionary tenancies**

- 3.20. In some circumstances no right of succession to the tenancy may exist but we may be able to grant a discretionary tenancy. Our Tenancy Management Policy deals with successions, assignments and granting of discretionary tenancies and sets out the circumstances when we may grant a discretionary tenancy.

## **section 4**

# **rents charged**

- 4.1. We will set the rents for Social Rent properties in accordance with our Rent Setting and Service Charges Policy.
- 4.2. Properties for Social Rent will be let according to our Lettings Policy through the Durham Key Options choice based lettings scheme. When properties are advertised we will state whether the tenancy will be a social, affordable or market rent property with the initial rent charge clearly stated so that applicants can make an informed decision as to their suitability for the tenancy offered.

## **section 5**

# **letting properties**

- 5.1. We will provide advice and assistance to customers to ensure that they are aware of the different housing options open to them given their particular circumstances and that they have support to access the different options.
- 5.2. The Government has proposed that under the 'Pay to Stay' scheme as it is currently known, if a social housing tenant (or the tenant and the highest earning occupant jointly) had an income of £60,000 or above, their landlord would be able to charge them a market rent. Having considered the average earnings of current applicants on the housing register who are actively seeking to be housed it is not appropriate to introduce this option at the present time. This was reaffirmed in the 2018 policy review.
- 5.3. We will let properties to members of the Executive Team or Board, and/or their close relatives, and employees and/or their close relatives in accordance with both believe housing's policies and Durham Key Options Lettings Policy as relevant.

## section 6

# tenancy agreements, responsibilities and sign-up

- 6.1. We will ensure that tenants are fully informed about their tenancy rights and obligations at the pre-tenancy sign-up stage and beyond.
- 6.2. We will also provide reasonable support. We will base any interventions we make on individual tenants' support needs (see our Tenancy Management Policy).
- 6.3. We will conduct a sign-up process with all new tenants to ensure they fully understand their rights and responsibilities and the conditions for the tenancy on offer. Sign-up will include details of our approach to tenancy management, and will also focus on financial inclusion (e.g. help with housing benefit claims) and on possible future support needs.
- 6.4. New tenants will also receive a follow-up visit within six weeks to ensure they are keeping to the tenancy conditions and continue to understand them.

### Tenants' obligations

- 6.5. Our tenancy agreements impose obligations on the tenant and us (the landlord)
- 6.6. The tenant's obligations depend on the type of tenancy offered but can include:
  - To pay rent and any service charges weekly in advance;
  - To use your home for residential purposes, as your only or principal home and in a reasonable and responsible manner;
  - Not to operate any business or trade without first getting our written permission;
  - To be responsible for the behaviour of everyone living in or visiting your homes (including any children and pets);
  - To keep your garden well maintained at all times;
  - To allow us, our employees contractors or agents access at reasonable times and subject to reasonable notice to inspect the condition of your home or any installations or to carry out an annual safety check or to carry out repairs or other works to your home or adjoining property;
  - To report to us promptly any disrepair or defect for which we are responsible in your home or communal area.

### Landlord obligations

- 6.7. As landlord we have a number of obligations to tenants including:
  - To give you possession of your home (or room, for shared tenancies) at the start of the tenancy
  - To keep in repair the structure and interior of your home
  - To provide you with information on our housing management policies as required by the guidance issued by the Regulator (or its predecessor or successor body) under section 193 of the Housing and Regeneration Act 2008.

## section 7

# tenants' rights

7.1. The table below shows the differences in tenants' rights for the main tenancy types offered by believe housing:

Summary of legal rights of tenants	Periodic Assured Nonshorthold (preserved rights) tenancy	Periodic Assured Nonshorthold tenancy	Periodic Assured Shorthold tenancy
Right of succession for a family member/partner	Yes**	Yes	Yes
Right to repair	Yes	Yes	Yes
Right to be consulted on housing management	Yes	Yes	Yes
Right to buy your home with a discount (some properties may be exempt)	Yes	No	Yes
Right to Acquire your home with a grant (some properties may be exempt)	Yes	Yes	No But the probationary period counts towards the discount
Right to sub-let part of your home or take in lodgers <b>(with your landlord's permission)</b>	Yes*	Yes*	No
Right to carry out improvements and to receive compensation if you move	Yes*	Yes*	No
Right to exchange your home or transfer (assign) it	Yes*	Yes*	No

\* With permission from the landlord

\*\* Preserved rights tenancies will have the right to of succession re-set at the point of transfer

7.2. For periodic assured non shorthold (preserved rights tenancies), periodic assured non shorthold tenancies and periodic assured shorthold tenancies there is a statutory right of at least one succession to a spouse or partner, unless the tenancy agreement states that other family members can succeed. Our main tenancy agreements allow for family member succession in certain circumstances.

## section 8

# ending tenancies

### **Tenancies with no security**

- 8.1. We may wish to bring a tenancy to an end if a tenant has lost their security of tenure, for example because they no longer occupy the property as their only or principal home or they have died and there are no further rights to succession. A notice to quit will be served. We may then take possession proceedings through the courts if necessary.

### **Tenancy surrenders (termination)**

- 8.2. If we and the tenant agree to bring the tenancy to an end, this may be done by surrender. For a surrender to take effect the tenant must offer the tenancy to us and we must agree to accept it. Offer and acceptance will usually be in writing and can be proved by a deed of surrender, a legal document.
- 8.3. If a joint tenancy is surrendered, the surrender should be signed by all the joint tenants where possible. If a joint tenant surrenders the tenancy, they will bring the joint tenancy to an end. We have discretion to award a single tenancy to any remaining occupant when a previous joint tenancy ends (see the Tenancy Management Policy).
- 8.4. In the case of surrender, if the tenant does not leave the property on or before the expiry of the notice period, we will apply for a court order for possession.
- 8.5. An assured tenancy (shorthold and non-shorthold) can be ended by a court order if a valid ground for possession is made out. These grounds, as defined in the Housing Act 1988 for periodic assured tenancies, are stated in the tenancy agreement.
- 8.6. Any tenant who is given notice that their tenancy is ending will be offered appropriate Housing Options Advice and Assistance.

### **Property abandonment**

- 8.7. If a tenant behaves in a way that shows they have intended to vacate the property but have made no positive communication saying so, we may serve a notice to quit that ends the contractual tenancy. When the notice expires we may repossess the property without getting a court order if there is no evidence of occupation. Further details can be found in the Tenancy Management Policy.

## section 9

# tenancy fraud

- 9.1. The Prevention of Social Housing Fraud Act 2013 was introduced to ensure that social housing is occupied by those in greatest housing need, it:
- creates new criminal offences of unlawful subletting by assured and secure tenants in social housing;
  - gives local authorities powers to prosecute in cases of unlawful subletting;
  - enables the courts to order the recovery of any profit made from unlawful subletting from tenants; and
  - provides that assured tenants who unlawfully sublet the whole of their dwelling cannot subsequently regain their security of tenure.
- 9.2. The Tenancy Agreement allows for tenants to seek permission to sublet part of their home but not the whole of the home. Tenants are prohibited from subletting the whole of their home.

## section 10

# monitoring and review

- 10.1. We will monitor the effectiveness of this policy, consulting with tenants on recommendations for change where necessary.
- 10.2. We will monitor the key performance indicators agreed as part of the Performance Management Framework on at least an annual basis.
- 10.3. We will review this policy periodically and at least every 3 years or whenever there are any changes to legislation or policy from the Ministry of Housing, Communities and Local Government or the Regulator for Social Housing, taking into consideration good practice and any research that would impact on this policy and/or service delivery.
- 10.4. This policy will be reviewed in July 2021.

## section 11

# complaints

- 11.1. If a customer is unhappy about a decision, they should first follow believe housing's complaints procedure; should they remain dissatisfied, the customer may then complain to a designated person (Councillor or Member of Parliament) and /or the Housing Ombudsman.

