

Tenancy Management Policy

INFORMATION

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| Policy Name | Tenancy Management Policy |
| Effective Date(s) | February 2022 |
| Approved By | Risk and Compliance, Customer Services Committee |
| Approval Date | Risk & Compliance Group - 18 January 2022 Customer Services Committee – 25 February 2022 |
| Policy Owner/Dept | Head of Housing, Aaron Hammersley |
| Policy Author | Services Manager - Housing, Kelly Tasker |
| Review Date | February 2024 |
| Version Number | 1.0 |

Version Control

| Version | Date | Changes | Approver |
|---------|------|---------|----------|
| | | | |

| Your Housing Group Strategic Priorities | | | |
|---|-------------------------------------|------------|--------------------------|
| Safe | <input checked="" type="checkbox"/> | Viability | <input type="checkbox"/> |
| Landlord | <input checked="" type="checkbox"/> | Growth | <input type="checkbox"/> |
| People | <input type="checkbox"/> | Technology | <input type="checkbox"/> |

| | | |
|---|--------------------|---|
| Relevant Standards or Regulation | National or | Please State if the Policy aligns to any of the Regulators Standards: |
| | | <ul style="list-style-type: none"> • Governance and Financial Viability Standard • Tenancy Standard • Neighbourhood and Community Standard • Tenant Involvement and Empowerment Standard • Rent Standard |

| | |
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| Relevant Legislation | <p>Your Housing Group (YHG) is required to comply with and give due regard to statutory requirements and codes of guidance in relation to its granting and management of tenancies. This policy has made reference to the following documents, whilst this list is not exhaustive</p> <ul style="list-style-type: none"> i) Regulatory framework for Social Housing, in particular the Consumer Standards ii) Housing Act 1996 part 6 iii) Equality Act 2010 iv) Localism Act 2011 |
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1. Purpose of the Policy

The purpose of this policy is to set out how Your Housing Group grants new tenancies, the type of tenancies we offer and our approach to managing existing tenancies.

2. Scope of the Policy

The policy is intended to support new and existing customers of Your Housing Group and is applicable to all Group stock. This policy details the principles which govern the following;

- Allocation of tenancies
- The types of tenancies offered and in which circumstances
- Joint tenancies
- Tenancies granted to minors
- Termination of a tenancy
- Death of a tenant
- Succession
- Left in Possession
- Assignment
- Mutual Exchange
- Transfer
- Abandoned properties
- Tenancy Fraud
- Subletting

In each case the legal framework and relevant legislation will be applied, taking into account the individual customer and their needs.

3. Definitions

- **Assignee** – the proposed new tenant that the tenancy would transfer to.
- **Assignment** – the legal process for transferring a tenancy to another tenant or adding a tenant to an existing tenancy.
- **Succession** – the right to transfer a tenancy through statute and the terms of the tenancy agreement to the remaining tenant (in cases of joint tenancies) or to a partner or family member (in the cases of sole tenancies).
- **Notice to Quit (NTQ)** – the legal notice that a landlord serves to start the process of bringing to an end a tenancy in cases where the property is abandoned or when a tenant has died and there are no personal representatives.
- **YHG** - relates to Your Housing Group.

4. Consultation

Consultation in relation to this policy has taken place with: -

- Key internal stakeholders including YHG's Housing Management, Income collection, Money Advice and Governance teams.
- Customer Focus Group

- Customer Connect Panel
- YHG's Legal Panel
- YHG's Customer Services Committee

This policy is linked to the Tenancy Standard.

5. Background and Context

The key aims and objectives of this policy are aligned to and underpin the approach to access to housing within YHG. YHG is committed to meeting housing need and works in partnership with local authorities to participate in relevant nominations arrangements and choice based lettings schemes in order to meet housing need as defined in Part 6 of the Housing Act 1996. This policy should be read in conjunction with the Access to Housing Policy.

In addition to setting out the types of tenancies we grant, this policy also details our approach to managing changes to tenancies such as succession/left in occupation, assignment, and mutual exchange. This policy also details YHG's approach to tenancy management including ensuring tenancies are sustainable, dealing with abandoned homes and our approach to tenancy fraud.

6. Policy Detail

6.1 Types of tenancy offered

Assured Shorthold Tenancy (converting)

All new tenants being allocated a social/affordable rent property will be given an assured shorthold tenancy (converting). This will include a starter probationary tenancy for the first 12 months, after which if the tenancy has been conducted in a satisfactory manner it will convert to an assured tenancy on the anniversary of the tenancy start date. Should there be any issues with the conduct of the tenancy YHG may seek to end the tenancy during the first 12 months using a Notice Requiring Possession (NRP) or may extend the starter tenancy period by a further 6 months. Once a tenancy has converted to an assured tenancy it can only be ended by YHG through obtaining a possession order through the County Court.

Assured Tenancy

Assured tenancies will only be offered in exceptional cases, usually when the tenant is already an assured tenant of YHG or another landlord.

Affordable Rent Assured Shorthold Tenancy (converting)

Affordable rents are social homes that are let at up to 80% of the market rent. These types of tenancy are commonly offered for our new build homes but are also granted in some of our general needs relets. Affordable rent assured shorthold (converting) tenancies include a starter probationary tenancy for the first 12 months, after which the tenancy has been conducted in a satisfactory manner it will convert to an assured tenancy on anniversary of the tenancy start date. Should there be issues with the conduct of the tenancy YHG may seek to end the tenancy during the first 12 months using a Notice Requiring Possession (NRP) or may extend the starter tenancy period by a further 6 months. Once a tenancy has converted to an assured tenancy it can only be ended by YHG through obtaining a possession order through the County Court. Affordable rent assured shorthold (converting) tenancies would be

commonly offered to new customers of YHG who do not hold a social housing tenancy of greater tenure.

Affordable Rent Assured Tenancy

Affordable rents are social rented homes that are let at up to 80% of the market rent. These types of tenancies are commonly offered for our new build homes but are also used in some of our general needs relets. Affordable rent assured tenancies would commonly be offered to existing YHG tenants who already hold an assured tenancy or tenants of other social landlords who already hold an assured tenancy.

Secure Tenancy

Secure tenancies are not granted by registered providers, the only exception to this is where a tenant with an existing YHG secure tenancy is transferring, they would retain their secure tenancy terms.

Assured Shorthold Tenancy (non converting)

YHG has a number of schemes whereby we do not own the property but lease the property on a long term lease. Tenants at these schemes are granted an AST (Assured Shorthold Tenancy) which remains a shorthold tenancy and will not convert to an assured tenancy. This is due to the ownership of the property and not the individual circumstances of the customer. YHG would not seek to end the tenancy unnecessarily, tenancy termination would only be used if the property was to be returned to the owners following the termination of the lease agreement or there are breaches of the tenancy agreement by the assured shorthold tenant.

Assured Shorthold Tenancy Non Social

For YHG's non social housing properties we offer new customers assured shorthold tenancies. These are granted across YHG's private rented, keyworker and market rented portfolio. Tenants at these schemes remain an assured shorthold tenant. The tenancy agreement converts to a periodic tenancy after the first 6 months but remains in essence an Assured Shorthold tenancy and does not acquire the rights of an Assured Periodic Tenancy.

Licence Agreements including Excluded Licences

YHG lets properties by Licence Agreement including Excluded Licences, predominantly across our Supported Housing portfolio. A Licence Agreement is not a tenancy but a licence to occupy and is used where the accommodation is let on temporary basis and there is no intention to create a tenancy. YHG uses Licence Agreements to let garages. YHG also lets properties by Excluded Licence. An Excluded Licence gives no protection from eviction and would be used in some of our Agency Managed Schemes and some Supported Homeless Accommodation Schemes.

6.2 Joint tenancies

YHG will grant joint tenancies where the application is made by a couple. We will grant joint tenancies to married couples, couples co-habiting and couples in a civil partnership. We will not normally grant tenancies to two or more people or to other family members unless there are exceptional circumstances.

6.3 Tenancies to minors (16 & 17 years old)

YHG does not normally grant tenancies to minors and will grant a tenancy to an applicant once they reach 18 years old. The only exception to this would be in cases of succession (where a

family member contractually succeeds) or where an applicant is supported by social care and needs independent accommodation. Applications will be reviewed individually and will only be entered into where there is an appropriate adult who can sign the deed of trust on behalf of the minor and who will hold the tenancy on trust until the minor reaches the age of 18 years old. The adult who holds the tenancy on trust will be liable for rent and will be responsible for the tenancy.

6.4 Termination of tenancy

If an existing tenant wishes to end their tenancy, we require notice prescribed by the tenancy agreement. Joint tenancies can be ended by either party as both are jointly responsible.

The tenant should provide notice in writing and provide the reason they are leaving and a forwarding address and contact details. We will always discuss the reason for ending the tenancy with the tenant and we will endeavour where possible to support sustaining the tenancy.

We always require notice of termination of tenancy from the tenant in writing. The only exceptions to this are where the tenant no longer has capacity. In such cases we can only end the tenancy by someone who has power of attorney or through an appointee/deputy appointed through a Court Order or where the Court makes a possession order.

6.5 Death of a tenant

We recognise that the death of a family member or loved one is an extremely difficult time and we will seek to ensure the process for ending a tenancy on the death of the tenant is as easy as possible.

On the notice of the death of a tenant we will request a copy of the death certificate. Following the death of a tenant the tenancy does not automatically end and can be passed onto the remaining joint tenant (subject to a qualifying statutory or contractual succession) or to the personal representative of the tenant.

Joint tenancies

If the tenant who has died is a joint tenant and there have been no previous successions, the tenancy will be succeeded by the remaining joint tenant. This qualifies as the first succession to the tenancy and no further successions would be permitted.

Sole tenancies

If the tenant who has died is a sole tenant, we will request a copy of the death certificate from the personal representatives of the deceased.

We will agree with them a date for the property and keys to be returned. Rent liabilities continue to be due from the estate of the deceased and will be payable until the tenancy is ended.

If we are made aware of the death of a tenant, we will make every effort to contact the personal representatives/next of kin. In cases where we are not able to end the tenancy a Notice to Quit will be issued to the Public Trustee. The Notice to Quit would be issued to the personal representatives of the deceased and sent to the Public Trustee and also sent to the property. Once the notice expires YHG will begin to take possession back of the property (this could include issuing legal proceedings).

6.6 Succession/Left in Occupation

Succession is when a tenancy is transferred on the death of a tenant to a qualifying person. The right of succession is a legal right as defined in the Housing Act 1988 and can depend on the type of tenancy and the terms within the tenancy agreement that apply. It is important to understand if there have been any previous successions, whether the proposed successor is living in the property and their relationship to the tenant. In the case of secure / protected tenancies the Housing Act 1985 will apply and there may be a further statutory right of succession.

The proposed successor will be required to provide evidence in support of their request. Once all information has been received YHG will seek to make a decision as soon as possible. On succession there is no new tenancy created as the tenancy effectively passes to the successor.

In certain circumstances the request to succeed the tenancy may be granted. However, it could be deemed that the property type is not suitable and alternative accommodation will be considered and offered. Examples of when this may occur are as follows but please note the list is not exhaustive:-

- where the property has been specifically adapted and the new tenant would not need these adaptations
- where the property is in an age restricted scheme and the new tenant does not meet the age criteria
- the property would be under occupied

In these cases, the tenant would still succeed to the original tenancy however alternative accommodation would be offered.

If the request to succeed the tenancy is not approved and YHG does not consent to the continued occupation of the applicant, then the applicant will be required to vacate the property and return the keys. The tenancy will then be ended through the appropriate legal route.

YHG will seek to provide advice and assistance to the applicant to obtain alternative rehousing.

6.7 Assignment

Assignment is where an existing tenancy is transferred to another tenant. Assignment will only be permitted where the tenancy agreement specifically allows for this as defined by legislation.

Any proposed assignment must be requested in writing and can only proceed with YHG consent. YHG would not unreasonably refuse to consent to an assignment. The only exception to this would be assignment due to a Court Order, in these cases YHG must accept the assignment.

On request of an assignment YHG will review this to make sure the requested assignment is permitted by law and the tenancy agreement. We will also check if there have been any previous assignments. If it is deemed that the assignment is permitted, then a tenancy visit will be completed to understand if there are any reasons regarding the tenant or the property that may result in consent being refused. Reasons that a request could be refused could include but are not limited to the following;

- The property has an age criteria which the proposed assignee does not qualify to meet.
- The property has been specifically adapted for the tenant or household member and the assignment would result in them not living at the property.
- The proposed assignment would result in statutory overcrowding.
- The proposed assignment is deemed unaffordable by the assignee following an affordability assessment.
- There are outstanding rent arrears.
- The assignee is not deemed to be eligible for assignment in line with our Access to Housing Policy or charitable status
- The property is in poor condition.

If a request for assignment is approved this decision will be confirmed in writing. A new tenancy agreement will not be provided, and no new tenancy is entered into as the tenancy is being transferred and the assignment will be completed through a deed of assignment.

6.8 Mutual Exchange

A Mutual Exchange is whereby two or more tenants within social housing transfer their tenancies through completing an assignment.

A tenant wishing to complete a mutual exchange must identify the tenant they wish to exchange with and put the request in YHG in writing. YHG is committed to membership of a national mutual exchange scheme in order to facilitate searching for exchanges for customers. Access is available to all YHG tenants and is free of charge where they can register and search for an exchange.

YHG will review the request for mutual exchange and will decide if the tenants are eligible to apply. In order to be eligible for a Mutual Exchange the tenant must be an assured tenant (i.e. any assured shorthold starter period must have elapsed) and they must have resided at their current property for 12 months.

A mutual exchange can only be refused subject to specific grounds. These grounds are contained in Schedule 3 of the Housing Act 1985.

The decision to either approve, refuse or approve conditionally will be given to the tenant in writing. Examples of when an exchange may be approved subject to conditions would commonly be when there are existing rent arrears or alterations to the property which would require resolution prior to approval being given.

6.9 Tenancy transfer

At present YHG does not operate a transfer waiting list and any existing tenants who wish to transfer should apply to the local authority housing scheme or choice-based lettings scheme in the area. It is YHG's intent to develop a transfer policy over the next 12 months.

YHG will only arrange a transfer internally if there is an urgent housing need that is posing a risk to a tenant. Examples of this could be in cases where the current property is no longer habitable due to major repairs, damage due to incidents such as a fire or flood or an urgent need to move for reasons of safety. Such cases are only considered in exceptional cases and would require supporting evidence to be provided and approval given by a Senior Manager.

6.10 Abandonment

YHG will proactively investigate where we believe a property to be abandoned and not being used by the tenant as their principal home. It is important that in these circumstances appropriate action is taken to end the tenancy and re-let the property to an applicant in housing need. In addition, abandoned properties can also have an environmental impact and cause issues in the neighbourhood impacting existing tenants.

Thorough investigations will be carried out to understand if the property has been abandoned. If it is determined that there is evidence to suggest the property has been abandoned, then this will be approved by a Manager and a Notice to Quit will be issued. Once the Notice to Quit has expired YHG will take appropriate action which could include ending the tenancy or beginning possession proceedings.

6.11 Tenancy Fraud

In tackling tenancy fraud, YHG will take appropriate measures to ensure we understand who we are letting our properties to and who occupies our homes. Measures will include confirming the identification of new tenants, ensuring we are completing the viewing with the prospective tenant and completing two home visits within the starter period of all new tenancies. In addition, we will ensure we are proactive and take appropriate enforcement action in all cases of tenancy fraud.

6.12 Subletting

The use of our properties is for the customer's main and principal home and subletting is not permitted, for the whole or part of the property. YHG will proactively investigate any allegations of subletting and will take appropriate enforcement action where this is identified.

7. Responsibilities under this Policy

All YHG staff responsible for the tenancy management and allocation of YHG properties are required to adhere to this policy.

The Head of Housing is responsible for the overseeing the implementation of this policy.

8. Risk Management

The headline risks associated with this policy are:

| Risk Description | Risk Impact |
|---|---|
| Failure to comply with statutory requirements and rules and guidance issued by the Government and their departments | Regulatory intervention, legal action, adverse publicity and potential financial impact on the organisation |
| Failure to proactively manage our housing stock due to ineffective investigations and delays | Increase in rent arrears and impact on our neighbourhoods of abandoned and empty homes |

9. Data Protection, Record Storage and Retention

This policy complies with the principles of GDPR and YHG's Data Protection Policy.

Any personal information relating to applicants and customers is stored on YHG systems which are compliant with GDPR.

10. Equality and Diversity

This policy has been equality impacted assessed and is compliant with the requirements of the Equality Act 2010.

We assess our policies and provision of services to ensure that no individual or group is treated less favourably because of their race, colour, ethnic or national origin, marital status, gender, sexual orientation, disability or age.

Your Housing Group will support tenants to use online mutual exchange systems to enable equality of opportunity and access.

On request, YHG will provide translations of all its documents, policies and procedures in various languages and other formats by contacting YHG.

11. Communication

This policy will be stored on YHG's intranet and will be communicated to all staff involved in the allocations and lettings and tenancy management processes. The policy will also be made available on YHG's website.

12. Learning and Development

YHG is committed to putting arrangements in place that ensure effective training of all staff.

This policy and the procedures that support it will be the subject of a mixed platform of training across YHG and include all stakeholders. This training will be bespoke to the individual stakeholders and include:

- Team Briefings, for those who need to be aware of it but not actively involved in the delivery
- On the job training, for those who need to use the procedures in their daily roles
- Regular Tool Box refreshers, for those using the procedures.

13. Performance Management of this Policy

Performance regarding this policy is reported alongside Lettings Performance management information. This includes:-

- Tenancy Turnover
- Numbers of mutual exchanges completed within timeframe
- Number of terminations due to abandonment and FTA arrears
- Tenancy sustainability – number of tenancies successfully completing 12 months

14. Review of this Policy

Your Housing Group will review this policy every two years unless there are significant changes to legislation or the external environment or internal changes that will impact this policy.

The Head of Housing will be the responsible for updating the Policy.

Related Documents

| Document Type | Name |
|--|---|
| Connected Policies and Procedures | Access to Housing Policy Assured Shorthold Tenancy Policy ASB & Hate Crime Policy |
| Forms and Letters | YHG Tenancy Agreements AST Tenancy Visit Form Abandoned Property Inspection Form Mutual Exchange Application Form Mutual Exchange Inspection Form |
| Leaflets/Publicity Material | Service Standards Allocation and Lettings |
| Training Materials Available | |
| Intranet/ Website Page | https://www.yourhousinggroup.co.uk/customers/your-tenancy/ |

Checklist (To be completed by the Research and Policy Manager)

| | | |
|---|---|--------------|
| Policy Name: Tenancy Management Policy | | |
| Version No: 1.0 | Effective Date: Feb 2022 | |
| Status: New policy | | |
| Previous Policy Name (where appropriate) n/a | | |
| Brief Summary of Changes from Previous Version: n/a – new policy | | |
| Internal Consultation Group: Full Equality Impact Assessment carried out by members of the Equality Impact Assessors Group. | Customer Consultation: <input checked="" type="checkbox"/> | |
| | Date of Customer Consultation: See below | |
| | Schedule for customer consultation: 09/11/21 - Tenancy Management, Neighbourhood Management and ASB Policy Focus Group 22/11/21 – Customer Connect Panel Special Policy Meeting – Housing Management 25/02/2022 – Customer Services Committee | |
| Link to Consultation Document(s): - | | |
| Date Initial Equality Impact Assessment Undertaken: n/a | Equality Impact Assessors: Emma Binder Carly-Anne Greenall | |
| Reason for Decision: New policy | | |
| Date Full Equality Impact Assessment Undertaken: 02/11/2021 | | |
| Brief Outline of any Changes Recommended from EIA: Ensure information around tenancies and how tenancies are managed is fully accessible and available in a range of formats. Suggestion that the wording of section 6.10 is reconsidered and the reference to ‘social housing is a valuable asset’. The policy makes reference to re-letting the property to an applicant in housing need but consider if it should be referred to as a ‘valuable asset’. | | |
| Data Protection/ GDPR Implications: <input checked="" type="checkbox"/> | | |
| Brief Outline of Data Protection/GDPR Implications: YHG recognises that confidentiality is important to customers and will treat all information relevant to each customer in the strictest confidence, as will all contractors, under the Data Protection Act 2018, including the GDPR provisions. YHG’s Data Protection Policy will also be adhered to in following this policy | | |
| Legal Implications: <input type="checkbox"/> | Legal Panel Consulted: <input type="checkbox"/> | Date: |

| | | | | |
|---|----------------------------------|--|---|---------------------------------|
| Risk Implications: <input type="checkbox"/> | | Risk Logged on Datix: <input type="checkbox"/> | | Date: |
| Resource Implications | People: <input type="checkbox"/> | Finance: <input type="checkbox"/> | Asset: <input type="checkbox"/> | Other: <input type="checkbox"/> |
| Brief Summary of how Resource Implications have been addressed: | | | | |
| How will communication on this Policy take place: Intranet/ YHG Website | | | | |
| Policy Owner: (Department) Housing | | | Policy Author: Service Manager – Housing Operations, Kelly Tasker | |
| Policy Signed Off by: (service manager or sponsor): Head of Housing, Aaron Hammersley | | | | Date: 02/07/21 |
| Policy Quality Checked by Research and Policy Manager: Vicki Maguire | | | | Date: 02/07/21 18/11/21 |
| Policy Approved by Risk and Compliance Group: | | | | Date: 18/01/22 |
| Policy Approved by Customer Services Committee: | | | | Date: 25/02/22 |