



Tenancy Policy

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1.0 Introduction

The Tenancy Policy (the Policy) outlines the principles and approach that we take in respect of the tenancies we offer, including arrangements in place support tenants so that their tenancies are sustainable.

2.0 Policy Statement

The policy supports the development of balanced, vibrant and sustainable places in areas within which we work. It establishes a clear framework for our tenants to ensure that they are provided with a tenancy offer that meets their housing need and their personal circumstances.

We are committed to providing an accessible affordable housing service to ensure our tenants can access a tenancy that provides them with the right home to meet their needs and their aspirations.

We will engage with tenants throughout the life of a tenancy to ensure that appropriate advice and support is offered to help sustain tenancies and prevent tenancy failure.

We are committed to providing clear information to help tenants understand the types of tenancies we use and the circumstances in which we will use those tenancies.

The Regulator of Social Housing's Tenancy Standard sets out required outcomes in relation to Tenure:

Required Outcomes:

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.

Specific Outcomes:

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.

The Policy sets out:

- The tenancy types we will grant.
- Where tenancies are granted for a fixed term, the length of those terms.
- The circumstances in which we will grant tenancies of a particular type.
- Any exceptional circumstances in which we will grant fixed term tenancies for a period of less than five years following a probationary period.
- The policy on granting discretionary succession rights, taking account of the needs of vulnerable household members.
- The advice and assistance given to tenants on finding alternative accommodation in the event a tenancy is not granted.

The policy should be read as part of a complementary suite of policies, setting out our approach to managing and sustaining tenancies.

Our approach to tenancy management is set out in the procedures which underpin this Policy.

3. Tenancy Types

The most secure form of tenancy available is granted to tenants. The following tenancy and occupation agreements are used:

Transferring tenants (non-shorthold)

A tenancy only offered to tenants who transferred from Sedgefield Borough Council (31 March 2009).

These tenants will continue to have the protected rights that existed at the time of the transfer.

Assured Tenancy (non-shorthold)

Assured (non-shorthold) tenancy agreements are granted to:

- new tenants that have held a Starter Tenancy (assured shorthold) agreement with us for a minimum 12 – 18 months, unless they have broken the tenancy conditions.
- Tenants that have held an assured or secure tenancy with another Registered Provider or local authority at the point of allocation.

Affordable Rent

This is a tenancy where the rent is charged at 80% of the market rent. The Localism Act 2011 gives social housing providers the discretion to charge affordable rents. Starter tenancies will apply to affordable rent tenancies. Most new builds will be developed as Affordable Rent and any existing Affordable Rent properties will be retained as such upon relet unless deemed to be unaffordable. All Affordable Rent properties will be marketed as such.

Starter Tenancy (shorthold)

This tenancy will only be offered to new tenants that do not hold an assured or secure tenancy with another Registered Provider at the point of allocation. It is a probationary tenancy and lasts for a period of 12 months from tenancy sign up date. After this period the starter tenancy will convert to an Assured Tenancy providing that the probationary period has not been extended or legal action has not been taken to end the tenancy.

Fixed Term Tenancy (shorthold)

We do not offer this tenancy type unless the person(s) is directly referred through the Local Authority homelessness team(s) or via the Local Authority humanitarian schemes (such as refugee or asylum seeking applicants).

Any tenant with a fixed term tenancy will be offered a permanent tenancy on expiration of the fixed term, where they are legally able to hold such a tenancy.

Equitable Tenancy – minors aged 16 – 17 years (shorthold)

This type of agreement is only available to minors aged 16 or 17 years old as they are legally not entitled to hold a tenancy. We will offer minors aged 16 – 17 years an equitable tenancy; however, a third party (over 18 years) is required as trustee. A third party should also be appointed as guarantor.

This will ensure that the terms of the agreement are upheld until the minor reaches their 18th birthday. Commonly the third party will be the Local Authority.

Providing the equitable tenancy has not been breached a starter assured (shorthold tenancy) will be offered following the tenant's 18th birthday.

Family Intervention Tenancy

In exceptional circumstances and in collaboration with the relevant Local Authority, Family Intervention Tenancies are granted to families who require significant support to help them maintain tenancies. This tenancy type is not normally offered as a standard tenancy type but may be offered depending on a needs overview for the individual circumstances of the applicant. Existing tenancies cannot be converted into a Family Intervention Tenancy.

Demoted Tenancy

Demotion presents social landlords with an alternative to possession proceedings where a tenant is causing nuisance through antisocial behaviour. A demoted tenancy is a form of tenancy that reduces a tenant's security of tenure and rights for 12 to 18 months. A court issues a Demotion Order and once the term of the order expires the tenancy reverts to its ordinary form alongside all rights and responsibilities.

Licences

A licence is used as a temporary measure, within a limited time (for example) where a tenant needs to be decanted during a temporary period.

Rent to Buy (Assured Shorthold)

Rent to Buy tenancies contribute to the strategic priority of broadening the housing offer and enabling sustainable places through tenure diversification. Tenants are granted a Rent to Buy tenancy for a period of 5 years during which time they are expected to save for a deposit. At the end of the 5 year period the tenant is expected to purchase equity in the property and attain Shared Ownership or outright ownership.

4.0 Rights and Responsibilities

Joint tenancies

Applicants may apply to be joint tenants; in most cases we will grant a joint tenancy. Tenancies granted as a sole tenancy cannot become a joint tenancy. In such cases, if agreed, a new tenancy in joint names will be issued.

Right to occupation

Tenants have a right to occupy their home and their tenancy can only be ended by a court order due to one or more conditions of the tenancy agreement being broken or where the tenant ceases to occupy the property as their only and principal home.

Information

Tenants will be provided with clear information about their rights and obligations regarding their tenancy agreement.

Support to sustain tenancies

The commitment to support sustainable tenancies in sustainable places is set out in our business strategy Plan A 2022/25.

We provide personalised support to tenants to enable the sustainable occupation of their home and interventions are based on the responsibilities and needs of both the individual tenant(s) and .

Ending Tenancies – surrender (termination)

Tenants are required to provide 4 weeks' notice to terminate their tenancy, except in exceptional circumstances, such as acceptance of shorter notice periods where a tenant has died. These will be managed through Deed of Surrender.

Tenants transferring through the DKO Choice Based Lettings Partnership are only required to give 2 weeks' notice under the terms of that Policy.

Tenancy termination can be done by a tenant in writing and a tenancy cannot terminate without the surrender of the keys at the end of the notice period. If a joint tenancy is surrendered, the surrender should be signed by all the joint tenants where possible. The surrender of a joint tenancy ends the joint tenancy however in certain circumstances we may award a single tenancy to any remaining occupant when a previous tenancy ends.

Ending Tenancies – tenancies with no security

We may bring a tenancy to an end if a tenant has lost their security of tenure, such as where the tenant no longer occupies the property as their only or principal home or where they have died and there are no further succession rights. We will serve Notice to Quit and/ or seek court proceedings where appropriate to end tenancies in circumstances such as this.

Right of Succession

A succession may occur after a tenant has died and where another individual has the right to take over the tenancy. Rights of succession are detailed in the tenancy agreement and are only normally granted once.

Succession will normally be by the means of continuation of the existing tenancy agreement(s). The tenancy is succeeded, there is no right to the particular property and, where appropriate, offers of suitable alternative accommodation will be made to ensure the best use of limited social housing stock and to ensure tenants are not placed at heightened financial hardship by exposure to under occupancy penalties.

We reserve the discretion to allow all transferring tenants with protected rights one new succession from the date of transfer. We also reserve the discretion to grant a right of succession to meet the needs of vulnerable household members or to mitigate the impact of financial exclusion.

Assignment of Tenancy

Assignment is the legal term used when a tenant passes on their secure tenancy to another eligible person or “assignee”. The tenancy continues and the tenancy terms and conditions do not change.

Assignment can only take place if the original tenant has the right to assign the tenancy.

The Localism Act 2011 amended the rights of Assignment where a tenancy was created after 1 April 2012. In these cases, a statutory right to assignment is limited to a spouse/partner/civil partner. For secure or assured tenancies created before 1 April 2012, the right to assign can be transferred to a family member.

Once an assignment has taken place, all the rights and responsibilities of the tenancy are transferred from the original tenant to the new tenant.

The management of these legal processes are managed through the Assignment and Succession of Tenancies Procedure.

Tenancy Not Granted

We will grant tenancies in line with the rights and responsibilities set out in this Policy. This will be equitable, transparent, and compliant with legal and regulatory requirements.

Where a tenancy cannot be granted, individuals will be referred to the relevant Local Authority Housing Solutions Team and advised to seek independent advice from a professional source e.g. Citizens Advice, Shelter etc.

5.0 Tenancy Support

We will engage with tenants throughout the life of a tenancy to ensure that appropriate personalised advice and support is offered to help sustain tenancies and prevent tenancy failure.

6.0 Tenancy Fraud

We will investigate any report or suspicion of tenancy fraud (such as subletting) using all the enforcement tools available. We will work in partnership with statutory agencies to investigate tenancy fraud and will seek possession of a property where tenancy fraud is proven.

The Fraud Act 2006

Wilfully misrepresenting circumstances or deliberately misleading someone to gain from that misrepresentation may also be a criminal offence within the meaning of the Fraud Act 2006.

The Prevention of Social Housing Fraud Act 2013

The Prevention of Social Housing Fraud Act 2013 sets out that unlawfully subletting a secure or assured tenancy is a criminal offence. The Act gives local authorities powers to prosecute in cases of unlawful subletting and enables the Court to order the recovery of any profit made through subletting, by awarding Unlawful Profit Orders (UPOs).

Any assured tenant convicted of unlawfully subletting their tenancy will lose their security of tenure.

7.0 Monitoring and review

This policy will be reviewed every 3 years but will be subject to earlier review if there is significant change to either the legislative/regulatory environment or in the light of significant learning from good practice or customer complaints.