



# Tenancy Policy

## 1. Aim of policy

This policy sets out the types of tenancy we will offer in accordance with our regulatory responsibilities and those of a social housing provider. This covers our general needs, sheltered, supported, Intermediate and market rented homes and our garages.

## 2. Scope of policy

- To grant tenancies which are compatible with the purpose of the accommodation, the needs of the household and the sustainability of the community
- To maximise use of housing stock and to ensure compliance with the requirements set out in the Regulatory Framework for Social Housing in England.

All staff within the lettings, income, neighbourhoods and customer experience teams will be aware of this policy.

## 3. Policy statement

We'll support our local authority partners and other agencies in meeting local housing strategies and will be responsive to the needs and expectations of our customers.

Sometimes we may use our discretion and act outside of this policy. If we do this it will only be with senior manager approval.

## 4. Policy

We have outlined in appendix 1 the types of tenancy and the circumstances when we will issue them. We treat all our new and existing customers fairly and protect our existing customers and the interests of the organisation by using the following principles:

### Social and affordable homes

- We'll issue assured tenancies to our existing and new customers who have previously held a tenancy with a registered social housing provider prior to being allocated one of our homes. We'll issue assured tenancies with a 12 month probation period to all new customers who have not previously held a tenancy with a social housing provider. This is so that we can support them during their first year to ensure that they can convert to an assured tenancy.
- We'll ensure any customers with protected rights retain these rights.



### **Market rent and intermediate market rented homes**

- We'll issue assured shorthold tenancies fixed for up to 5 years to provide longer term security for this customer group
- Where we manage market rented properties for other organisations we will offer tenancies as per their requirements.

### **Hostels and temporary accommodation**

- We'll offer licences for our supported and temporary accommodation where there are shared facilities or where the homes are provided to meet the local authority's homelessness obligations. If the supported home or homeless hostel is self contained, a non-contractual tenancy will be offered

### **Decant arrangements**

- Where customers need to be decanted from their main home on a temporary basis following damage to the home or to undertake critical repairs, we will offer a decant tenancy for the period they are displaced.

### **Garages**

- We'll offer licences for all our garages

## **5. Fixed Term tenancies**

For existing customers who had previously been issued with a fixed term tenancy we will contact them to discuss converting this to an assured tenancy. For those customers who have arrears on their account we will discuss how they can clear this debt so their tenancy can then be converted

## **6. Rents**

Rents will be set following the guidelines laid out in our Rent Strategy.

## **7. Mutual Exchange**

### **7.1**

Fixed term, assured, protected assured and secure tenants have the right to exchange their tenancy with any other tenant of a housing association or local authority.



Exchanges must be by agreement of the landlords involved and by way of assignment. In the case of secure and assured tenants exchanging with a fixed term tenant, exchange will be achieved via surrender and reissue as detailed in appendix 2.

## **8. Exceptional circumstances**

### **8.1**

We work with local authority partners when we let our homes and may issue different types of tenancy to reflect the needs of the individual. This will be agreed in conjunction with the local authority and the Lettings Manager or Head of Service

### **8.2**

We will comply with any instructions from the county court following legal action. Example may include demoting tenancies or assigning joint tenancies.

### **8.3**

We reserve the right to issue tenancies outside the principles and guidance of this policy where there are grounds to do so. This can only be approved by the Lettings Manager or Head of Service.

## **9. The right to buy and right to acquire**

### **9.1**

Existing customers who previously held a tenancy with Basingstoke and Deane Borough Council, Eastleigh Borough Council, Hart District Council and Rushmoor Borough Council may have retained the right to buy their homes. Customers who have this retained right are able to apply to buy their home subject to meeting the necessary criteria.

### **9.2**

Some existing customers may have the right to purchase their home under the right to acquire scheme subject to the criteria detailed in appendix 3.

## **10. Statutory requirements**

This policy has taken into account the following legislation and regulation which is applicable to the types of tenancy we grant:

- Housing Acts 1980, 1985, 1988, 1996 & 2004
- Human Rights Act 1998
- Localism Act 2011
- Anti-social Behaviour Act 2003
- Equality Act 2010 & 2012
- Landlord & Tenant Act 1985
- Local Government Act 1972, 1988, 2000, 2003
- Local Government & Housing Act 1989



- Regulatory Framework for Social Housing in England April 2012
- Immigration Act 2014
- Housing and Planning Act 2016

### **11. Related policies and procedures**

This policy must be read in conjunction with:

- Rent Strategy
- Lettings Policy
- Lettings Procedure
- Income Recovery Policy
- Housing Management Policy
- Equalities & Diversity Policy
- Complaints Policy
- Anti-social Behaviour Policy
- Data Protection policy

### **12. Monitor and review process**

We audit a proportion of completed lettings to ensure the correct tenancy has been offered.  
We review all probationary tenancies within the first 12 months to ensure conversion is appropriate.

This policy will be reviewed every year

### **13. References/appendices**

Appendix 1 – Types of tenancy and period  
Appendix 2 – Mutual exchange  
Appendix 3 – Right to Acquire

<b>Author</b>	<b>Owner</b>	<b>Date approved</b>	<b>Review date</b>
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## Appendix 1

<b>Types of tenancy &amp; period</b>	
<b>Type</b>	<b>Assured shorthold tenancy</b>
Description	A weekly or monthly periodic assured shorthold tenancy – a range of lengths of tenancy offered from 6 months to 5 years
Circumstances	Granted where the occupancy is temporary Brought to an end using mandatory grounds. Less secure than an Assured
<b>Type</b>	<b>Assured tenancy</b>
Description	Can last indefinitely unless the tenant gives notice to end the tenancy, dies or the terms of the tenancy are broken. If the terms are breached we can seek a court order to bring the tenancy to an end.
Circumstances	Issued to all existing and new customers who have held a tenancy with a another registered social housing provider prior to moving into one of our homes.
<b>Type</b>	<b>Secure tenancy</b>
Description	Has a significant level of security particularly in relation to rights such as the right to buy. Can last indefinitely unless the tenant gives notice to end the tenancy, dies or the terms of the tenancy are broken. If the terms of the tenancy are breached we can seek a court order to bring the tenancy to an end.
Circumstances	A tenancy with protected terms will be issued to our existing secure tenants who are moving within our own stock or to a new tenant if they held a social tenancy with another registered housing provider on 15 <sup>th</sup> January 2012. If there is a break in the tenancy the protected terms will not be re-issued.
<b>Type</b>	<b>Assured tenancy with 12 months probation</b>
Description	A tenancy with a 12 month probation period, which can last indefinitely unless the tenant gives notice to end the tenancy, dies or the terms of the tenancy are broken. If the terms of the tenancy are breached we can seek a court order to bring the tenancy to an end.
Circumstances	If the customer fulfils the requirements of the probation the tenancy will automatically convert to an assured tenancy.
<b>Type</b>	<b>Licence</b>



<b>Description</b>	Permission to occupy a room in shared accommodation or a supported hostel
<b>Circumstances</b>	<p>Granted to residents with support needs usually as temporary accommodation to provide them with support with a view to being moved to general needs accommodation or other licensed accommodation within a pathway.</p> <p>The licence provides for immediate eviction in cases of serious anti social behaviour but generally 7 or 28 days notice. Notice given for breaches of licence including but not limited to anti social behaviour, rent arrears, breach of house rules, not engaging in support, no longer requiring support.</p>
<b>Type</b>	<b>Garage Licence</b>
<b>Description</b>	Permission to use a garage for the purposes of storing a vehicle or other items.
<b>Circumstances</b>	Granted to existing customers and non-customers. A weekly licence is granted which can be terminated by either party giving one week's notice.



## Appendix 2

### Mutual Exchange

- Fixed term, assured and protected assured tenants have the right to exchange their tenancy with any other tenant of either a housing association or local authority. This right is not applicable to tenants holding an assured shorthold tenancy including those in a probationary period
- When exchanging their home a tenant exchanges all their rights and responsibilities by assigning their tenancy. The exception to this is where a tenant holds a protected assured tenancy. The rights they have are personal to them and they will transfer these terms to their new tenancy.
- For secure and assured tenants wishing to exchange with a fixed term tenant we will require tenants to surrender their tenancy and we will re-issue an assured tenancy which will enable them to retain their security of tenure.
- Exchanges must be by agreement of the landlords involved and by way of assignment and in accordance with Section 92 of the Housing Act 1985. Grounds for refusing consent of which there are 10 grounds, are set out in Schedule 3 of the Housing Act 1985:
  - Ground 1 – Where a Possession Order is in place (outright or suspended);
  - Ground 2 – Where a valid Notice of Seeking Possession is in force specifying any one of grounds 1 – 6 of Schedule 2 of the Housing Act 1985;
  - Ground 2A (introduced by the Housing Act 2004 section 191) – Where some types of successful court action (injunction, ASBO, Demotion Order, Ground 2 or 14 Possession Order) has or have been taken or court action is pending against either the tenant or member of their household or the person who wishes to exchange with the tenant or a member of their household for Anti-Social behaviour.
  - Ground 3 – Where the accommodation is substantially (must be more than one bedroom in excess) more extensive than is reasonably required by the assignee;
  - Ground 4 – Where the extent of the accommodation is not reasonably suitable to the needs of the assignee i.e. too small;
  - Ground 5 – Accommodation on land held primarily for non housing purposes i.e. originally let for employment purposes;
  - Ground 6 – Where the assignees occupation conflicts with the landlords charitable status;
  - Ground 7 – where the dwelling has design features for the physically disabled and the assignee and or household members have no requirement for such features;
  - Ground 8 – Accommodation for special needs groups and no one on the assignment fits this category;
  - Ground 9 – Special needs accommodation and no one on the assignment fits this category;



- Ground 10 – Accommodation managed as part of a Management Agreement and no on the assignment fits this category.

In addition to the above grounds if there are breaches of tenancy these must be remedied before the exchange is approved. i.e outstanding arrears. If the tenancy has been breached and a legal notice of possession has been served or there is a current court order in place the exchange will be refused.

*Note – In addition Section 194 of the Housing Act 2004 permits disclosure of relevant information to enable the Landlord to consider Ground 2A*



### Appendix 3

Type	Right to Acquire
Description	The ability to acquire a home at a discount through the Right to Acquire scheme.
Circumstances	<p>Customers have the right to acquire their home if:</p> <ul style="list-style-type: none"><li>• They've been a tenant of a housing association, arms length management organisation or council for at least five years and;</li><li>• Their home was built or bought by a housing association with public funds from 1 April 1997 onwards or transferred from a local council to a housing association after 1 April 1997.</li></ul> <p>Exclusions:</p> <p>Property designated for people over 60 years of age;</p> <p>Property designated for people who have special needs or who are physically disabled.</p>