

TENANCY POLICY

INQUILAB HOUSING ASSOCIATION

Tenancy Policy	
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INQUILAB HOUSING ASSOCIATION

1. Introduction

All private registered providers are required to develop and publish a tenancy policy, having regard to the local authority's tenancy strategy.

This policy sets out how the Association will use the new range of options available under the Regulatory Standards Framework to ensure we issue tenancies which are compatible with the purpose of the accommodation, needs of the individual households, and the sustainability of the community and efficient use of our housing stock.

2. Objectives

The Tenancy Policy sets out the following:

- The types of tenancies we will grant and the circumstances under which we will grant each type of tenancy.
- The length of fixed term tenancies granted.
- The circumstances in which tenancies may or may not be re-issued at the end of a fixed term in the same or a different property.
- The way in which a tenant or prospective tenant may appeal against or complain about the length of a fixed term tenancy offered and the type of tenancy offered, and against a decision not to grant another fixed term tenancy on the expiry of the fixed term.
- Our policy on taking into account the needs of those households who are vulnerable by reason of age, disability or illness and households with children, including through the provision of tenancies which provide a reasonable degree of stability.
- Ensure we use make best use of social housing stock to reduce the impact where demand for housing exceeds supply.
- The advice and assistance provided to tenants on finding alternative accommodation in the event we decide not to re-issue a tenancy.
- Our policy on granting discretionary succession rights.
- Ensure our approach is sufficiently flexible to support the objectives of our local authority partners tenancy strategies.

3. Security of Tenure

Tenants will enjoy security of tenure and the right to live peacefully in their home without our interruption or interference. There will be occasions when we will need to gain access to our properties, which are stated in our tenancy agreements and set out below:

- To inspect the condition of the home or to carry out repairs such as a gas service or other work to the home and/or an adjacent property.
- To secure the home because it is believed that the resident is no longer living there.
- If the resident has breached The Terms & Conditions of their Tenancy Agreement. We would then take legal action to make the resident comply with the Tenancy Agreement or ask the court for an order to repossess the home, granting us possession.

At the end of an Assured Short Hold Fixed Term Tenancy, if a decision has been taken not to grant a new tenancy. Tenancy

From 1 April 2012 in most circumstances we will grant a five-year assured short hold fixed term tenancy for general needs new build property lettings and all relets. We will grant a "lifetime" periodic assured or secure tenancy where:

- An existing Inquilab secure or periodic assured tenant, whose tenancy was granted before 1 April 2012, transfers to another Inquilab property.
- An applicant who has a periodic assured or secure tenancy (granted before 1 April 2012) from a local authority or registered provider moves to a Inquilab property (unless the property is let at an Affordable Rent).
- An applicant is over the age of 60.
- An applicant has a physical or mental impairment, and if the mental impairment has a *substantial and long term adverse effect on their ability to perform normal day to day activities.
- There is a restriction on tenure type imposed by existing nomination agreements, planning consents, deed title or loan covenant.
- Properties are imminently scheduled for redevelopment.

We define substantial as more than minor or trivial and long term as having lasted or likely to last for at least twelve months. We define normal day to day activities as everything such as eating, washing, walking and shopping

In exceptional circumstances we may issue a two-year fixed term tenancy, for example where asylum seekers do not have indefinite leave to remain, and other circumstances which may arise from time to time.

4. Tenancy Types

Secure Tenancies

The rights of secure tenants are contained in part 4 of the Housing Act 1985. Secure tenancies were issued to tenants that began their tenancy before 15 January 1989.

Periodic Assured Tenancies

Most existing Inquilab tenants hold an Assured tenancy. These are often referred to as lifetime tenancies because the tenant is usually able to stay in their property for the rest of their life provided they do not breach the tenancy agreement.

Inquilab will continue to offer Assured tenancies to new tenants who hold an Assured or Secure tenancy with Inquilab, another Registered Provider or a Local Authority immediately prior to the allocation in accordance with the Regulatory Standards Framework.

Starter Tenancies

Inquilab will continue to offer starter tenancies for all new tenants unless one of the following applies:

Applicants hold an Assured or Secure tenancy with Inquilab, or another Registered Provider or a Local Authority immediately prior to the allocation.

- New tenancies arising due to a statutory succession of a periodic assured or secure tenancy or an assured short hold fixed term tenancy.
- Where tenancies are mutually exchanged or assigned.
- When the tenancy was formerly secure (e.g. stock transfer).

Starter tenancies will be issued for an initial period of 12 months for all properties whether social or affordable rents, fixed term or lifetime tenancies.

Where a fixed term tenancy is to be offered, a 12-month starter tenancy will be issued prior to the fixed term. The 12-month starter tenancy will be in addition to the length of the fixed term.

Provided there are no breaches of the starter tenancy the tenancy will convert to a periodic assured tenancy. We will extend the starter tenancy period for a further 6 months for breach of tenancies to be rectified.

Assured Short Holds Fixed Term Tenancies with Starter Period

We will use a probationary period for the first 12 months, with the potential to extend for a further 6 months period: This applies to:

- First-time social housing tenant.

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- Has previously held a social tenancy but has a history of tenancy breaches

Assured short hold fixed term tenancies have less statutory rights than periodic assured tenancies. However, we will extend the following rights contractually through the tenancy agreement.

- The right to transfer
- The right to assign
- The right to succession – One in line with the with our tenancy agreement
- The right to repair
- The right to make improvement with our written permission or be compensated for those improvements
- The right to take in lodgers – (but not to fully sublet the property)
- The right to Acquire – provided all the legal criteria are met

Fixed term tenancies will clearly state the intended length of the tenancy.

Provided there are no breaches of the starter tenancy we will offer a 5-year fixed term tenancy to run consecutively for the same property.

Assured Short Holds Fixed Term Tenancies- Other

There are circumstances where we will grant assured short hold tenancies for a fixed term period. We will only grant fixed term tenancies where a periodic agreement is not appropriate circumstances may include:

- Time limited supported housing tenancies, e.g. Rough Sleepers Initiative partnership
- Intermediate tenancies

Our fixed term tenancies will clearly state the intended length of the tenancy. At the end of the fixed term we will determine whether a new tenancy or terminate the tenancy.

Periodic Assured Short Hold Tenancies

A period assured short hold tenancy is a rolling weekly tenancy that can be ended at any time after 6 or 12 months from the start of the tenancy by the Association giving 2 months' notice. These tenancies are generally used for market and intermediate rent properties, where the Association holds a short-term lease, or where the length of occupation is likely to be short term e.g. in accordance with the Asset Management strategy the Association is considering future refurbishment, change of tenure or disposal of the property.

Demoted Tenancies

The Anti-Social Behaviour Act 2003 introduced a power for registered providers to apply to demote a tenancy where the tenants, and other residents in the property or a visitor is guilty anti-social behaviour we will seek to demote a tenancy in accordance the anti-social behaviour policy.

Licenses

We will only offer licenses in circumstances where a tenancy cannot be offered. We will issue license agreements to tenants who do not have exclusive possession of any part of the premises. Circumstances where we will grant a license include the following:

- We require the tenant to be mobile and able to move between rooms in the premises to enable us to manage the premises efficiently, for example in a hostel.
- We require a tenant to move to temporary decant property in order to carry out repair or improvement works.

5. Housing Minors - Granting Agreement for Tenancy

A person under 18 years old cannot hold a legal interest in land, and therefore cannot hold a tenancy, so we will provide them with an 'Agreement for Tenancy' until they turn 18 years old. An 'Agreement for Tenancy' assumes that minors have the capacity to contract for 'necessaries'. Items such as accommodation, food and clothing are classed as necessities.

We will form a contractual relationship with the minor and issue an Agreement for Tenancy which the minor will hold until they are 18 years of age. This agreement reflects the underlying intention of the Tenancy Agreement, whilst acknowledging the legal status of the minor. The minor will sign and date both the Agreement for Tenancy and Tenancy agreement at the same time and we will consider this to be the tenancy commencement date.

Where possible, we will seek a Guarantor and ask them to sign a Form of Guarantee. The Guarantor may be an individual or an agency such as a local authority or Social Services department. The Form of Guarantee sets out financial responsibility, support responsibility in terms of the rights and obligations of tenancy and a requirement for the guarantor to act as litigation friend if required. We will make it clear that the Guarantor cannot exercise any powers which result in the minor giving up occupation.

Agreements for Tenancy and rent arrears

We will recover any unpaid rent (provided it is not excessive) through the courts in the normal manner and will encourage the minor to appoint a litigation friend.

Succession

A minor may succeed to a tenancy either by statutory succession, or the parent's will, through intestacy. Succession to a tenancy takes place even if the minor is under 18 years old. In these cases, we will provide the minor with an Agreement for Tenancy until they turn 18 years old, as described above. We will liaise with family members and social services that may need to carry out a 'child in need' assessment to ensure the minor will be cared for.

Safeguarding

A child is defined as anyone under 18 years old. The fact that a child is living independently does not change his or her status or entitlement to services or protection under the Children Act 1989. We have a duty to safeguard children and young people living in the homes we own and manage our responsibilities are laid out in our safeguarding policies and procedures.

6. Successions Rights

Tenants will retain the succession right contained in their tenancy agreement. The partner of an assured tenant who is residing at the property at the date of death of that assured tenant has the right to succession, provided there was no previous succession. We are not offering any additional succession rights.

7. Mutual Exchanges

Tenants with a fixed term agreement will usually have the right to carry out a mutual exchange.

Where a lifetime tenant wishes to exchange with a fixed term tenant and does so by a mutual exchange, they will not lose their lifetime tenancy. The new right to exchange avoids the loss of the lifetime tenancy by issuing new tenancies.

- The lifetime tenant gets a new life time tenancy of the new property.
- The other tenant will also have to receive a new tenancy but there is no particular provision regarding its status. This is done under s158 Localism Act 2011.

Any other mutual exchange will continue to take place by reciprocal assignment of tenancy in the usual way. Where an exchange takes place by reciprocal assignment, the principle remains. It has always been the case that each tenant's steps into the other's shoes with respect to their tenancy type including all the features of the respective tenancies.

8. Affordable Rent and Affordability Assessments

Inquilab has entered into a contract with the Homes and Communities Agency which commits it to letting new developments at affordable rent. Where properties are let on fixed term tenancy an affordable rent of up to 80% of the full market rent will be charged. The rent will be set in accordance with our rent setting policy and will be up to 80% of the full market rent to ensure applicants can afford the proposed rent we will carry out robust financial assessments prior to an offer of accommodation. Permission will be sought to carry out credit reference checks to verify all information provided applicants to minimise fraudulent applications. If an applicant fails to give permission to Inquilab to carry out a credit reference check, the application will be refused.

If a tenant cannot afford an affordable rent property and other reasonable bills Inquilab

will be unable to offer the property to them. They will be advised to seek money, budgeting and employment advice.

9. Grounds for possession

We recognise that a tenancy can only be brought to an end in specific ways and have clear procedures for terminating a tenancy. We see eviction as the last resort and will only seek possession when we have exhausted non-enforcement measures as set out in the relevant policies and procedures.

Where an assured short hold fixed term, tenancy has been granted we may require possession at the end of the fixed term subject to the outcome of the tenancy review process.

We will rely on the grounds for possession available through legislation:

- For secure tenancies - Housing Act 1985 (schedule 2)
- For both periodic assured and assured short hold tenancies - Housing Act 1988. (Both as amended by the Housing Act 1996)

We will only seek possession using mandatory grounds when all other non-enforcement measures have been exhausted and it is proportionate to the case.

Accelerated possession for starter and periodic assured shorthold tenancies

Where we decide to end starter or periodic assured shorthold tenancies we will use the accelerated possession process and serve a Notice Requiring possession complying with s.21 of Housing Act 1988. This process provides a mandatory right to possession, without any requirements to prove a ground for possession.

Details around ending starter tenancies can be found in our starter tenancy policy and procedure. Our policies and procedures around rent payment and possession provide details about when we will serve an s.21 notice to end an assured short hold tenancy.

Where we decide to end an assured short hold fixed term tenancy we can only use the accelerated possession process and serve a Notice Requiring Possession complying with of Housing Act 1988 at the end of the fixed term or where appropriate during the probationary period.

10. Expiry of a Fixed Term Tenancy

Inquilab will visit all Fixed Term tenants annually to carry out a review of their circumstances and to ensure that their housing needs are met. The reviews will include a check of both the tenants financial and household circumstances to enable the appropriate advice to be given on future housing options and to ensure the legal tenant is in occupation. A final review will be carried out 9 months before the end of the 5-year fixed period.

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The tenant can end the tenancy at any time by giving the Association 4 weeks' notice to quit in writing.

Inquilab will not seek to end the tenancy prior to the end of the fixed term unless the tenant is in breach of the tenancy agreement.

A further fixed term tenancy will be offered when it is decided to renew the tenancy. On the following grounds:

- The tenancy has been conducted well.
- The tenancy conditions have been kept to
- There is clear rent and service charge account and the tenant has consistently paid on time.
- The home has been kept in good condition.
- The tenant still needs the size and type of accommodation.
- The tenant continues to be in need of social housing – in line with the local authority and our allocations policy.

We may introduce other criteria at a local level where this is negotiated and supported by one of our partner local authority tenancy strategy. This may include engagement in employment or training initiatives.

At the end of the fixed term period a tenancy will not be offered in the following circumstances.

- The property is no longer suitable for the households housing needs.
- The property is adapted and no one residing at the property requires those adaptations.
- The tenant's household income (spouses / partner / civil partners) – have altered so that other options such as shared ownership or entering at full market value are more suitable due to the households combined earnings.
- That household savings is at a level that they would have sufficient financial and personal resources to seek adequate accommodation elsewhere.
- Any breaches of tenancy or tenancy fraud are identified during the fixed term tenancy review process.
- The tenant and or their advocate do not engage in the fixed term tenancy review.

In these circumstances we will provide clear housing options and advice in writing. Inquilab will end tenancies by giving notice as prescribed in law. This notice will be accompanied with appropriate housing options advice and assistance.

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If following the termination of a fixed term tenancy the tenant does not leave the property, Inquilab will apply for a court order for possession.

11. **Appealing our decisions**

A tenant may wish to complain if they are dissatisfied with the way their application, selection, offer or allocation has been handled and will be advised to follow our complaints procedure. Tenants have recourse to the Housing Ombudsman if a matter is not suitably resolved. Tenants may also seek independent advice and assistance from a local Citizens Advice Bureau, law center or solicitor.

Applicants offered an assured short hold fixed term tenancy have the right to appeal the length and type of tenancy granted to them on the grounds that it is not compliant with our policy or has been unlawful. Appeals should be made in writing within 24 hours of viewing the property and will be considered by the Director of Operations.

Tenants will also have the right to appeal a decision not to issue a new assured short hold fixed term tenancy on the grounds that it is not compliant with our policy. Information on the appeals process will be provided at the point the decision is made to terminate the tenancy.

Tenants will have 14 days in which to appeal a “minded to” notice being served. An appeal must be made in writing and will be heard by a panel consisting of Head of Operations and the Director of Operations.

The appeal panel will consider:

- Whether our policy to end the Fixed Term tenancy has been followed.
- Whether our procedure to end the fixed term tenancy has been followed.
- If the decisions to end the Fixed Term tenancy is proportionate and reasonable.
- Whether the tenants have provided any new information that would result in a decision to offer a new fixed term tenancy.

Following the appeal hearing the panel will either

- Confirm the decision to end the Fixed Term tenancy.
- Choose to take the offer of a further 5-year Fixed Term tenancy.
- Choose to make the offer of a further 2-year Fixed term tenancy.

The decision of the appeal panel will be recorded and confirmed in writing to the tenant.

12. Data Protection

All information stored by Inquilab will be held in accordance with The Data Protection Act 1998 and Inquilab document retention policy.

13. Equality and Diversity

Inquilab seeks to ensure that it allows all groups fair access to its services. It recognises that some groups including people who are vulnerable may find barriers to accessing services. Inquilab seeks to understand and reduce the barriers people can face and identify actions that improve equal access to our schemes. This includes ensuring easily understandable information on our services is available to under-represented groups, setting equality access targets, tenant involvement and protection from harassment and discrimination.

14. Staff training

Inquilab provides training for all staff dealing with lettings and tenancy management. This includes:

- Training on policy and procedures, housing law and good practice
- Training seminars
- Informal training and coaching from supervisors.

15. Monitoring and Reviewing

We will review this policy every three years to ensure that it is achieving its objectives

This policy complies with the Housing Regulator's Consumer Standard and Affordable Rent Framework.

11 October 2016