

## Tenancy Policy

### Adopted by the following group entities

Name	Date Approved
Change Housing	26 Feb 2024
Hilldale Housing Association	26 Feb 2024
Quays Housing	26 Feb 2024

### 1. Introduction

- 1.1 This policy outlines the management of all tenancy and licence agreements issued to tenants living within our properties.
- 1.2 It is intended to give general guidance on the type of tenancies that are typically offered to each type of housing.

### 2. Purpose

- 2.1 Ensure we make the best use of our properties to increase the number of people we can house.
- 2.2 Contribute to the local authorities strategic housing function.
- 2.3 Ensure our tenants receive the correct tenancy type and rights as set out in the agreement/licence.
- 2.4 Ensure we comply with the Regulator of Social Housing, Tenancy Standard.

### 3. Scope

- 3.1 This policy applies to all colleagues and is to be read by everyone responsible for the provision of housing management services.
- 3.2 This policy is applicable to all tenants.
- 3.3 We provide temporary, specialist supported and general needs accommodation.
- 3.4 Our properties are predominantly let to tenants on an assured shorthold tenancy agreements or a licence:
  - **Assured Shorthold Tenancy** - granted to tenants living in a self-contained property with no shared facilities. The tenant has the right to use the property as their main address on a periodic basis which runs month to month until it is brought to an end. Possession can be obtained by issuing a notice and where required, gaining a court order.
  - **Licence** - granted to tenants living in shared accommodation or where the purpose of the property is to provide a time limited accommodation such as temporary homeless stay. Possession can be obtained by issuing a notice and where required, gaining a court order.

### 4. Policy Statement

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- 4.1 We expect tenants living in our homes to abide by the conditions set out in their tenancy or licence. This includes:
- Not causing anti-social behaviour
  - Paying the rent is paid in full and on time
  - Keeping the property clean and in a good state of repair
  - Allowing access for appointments such as support, tenancy audits, property checks, compliance checks and repairs.
  - Welfare checks.
- 4.2 We will comply with all regulation and legislation as set out in section 13 and as stated within the tenancies and licences we grant to our tenants.

## **5. Joint Agreements**

- 5.1 Where the purpose and accommodation type permits, we will grant a joint tenancy.
- 5.2 Where an existing tenant or licensee requests to add a second person to their agreement, this will be considered on an individual basis, considering their circumstances. Depending on the purpose and accommodation type, we may refuse the request.

## **6. Succession**

- 6.1 Tenants with an assured tenancy agreement have the right of succession to spouse as per the Housing Act 1998.
- 6.2 The spouse must have occupied the property as their only principal home at the time of the tenant's death.
- 6.3 We do not permit succession to lodgers.
- 6.4 We will only consider succession where the spouse's needs fulfil the criteria of the accommodation.

## **7. Mutual Exchanges and Transfers**

- 7.1 Mutual exchange and transfers are not a granted right within our assured shorthold tenancies and licence agreements.
- 7.2 As set out in our Allocations and Lettings Policy, to encourage health and happiness, we will consider mutual exchanges or transfers.
- 7.3 We will only approve a mutual exchange or transfer, where the in-coming tenant fully qualifies for the type of accommodation.
- 7.4 We will only provide the same tenancy or licence as the out-going tenant, so the incoming tenant has same rights and responsibilities.
- 7.5 Where a request is refused, a full explanation will be provided. The tenant may appeal within 28 days by submitting a written explanation.
- 7.6 The appeal will be reviewed the relevant Manager and a written outcome will be sent to the tenant.

## **8. Ending an Agreement**

- 8.1 The tenant must provide written notice to end their tenancy or licence. Where it is a joint agreement, one of the tenants may terminate for both parties.
- 8.2 The notice period is set out within the individual agreement.
- 8.3 The tenant must return the keys on the day the tenancy ends.
- 8.4 We encourage tenants to report any outstanding repairs within their notice period.
- 8.5 The property must be in a good state or repair and condition including cleanliness. A tenant may receive a recharge invoice if they fail to provide keys or return the property in an acceptable condition.

## **9. Notices and Appeals**

- 9.1 A notice may be served to end a tenancy or licence where:
- a. The tenant has breached the terms of their agreement.

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- b. They no longer qualify for the purpose of the property.
- c. The association requires the property is returned due to the lease with our head landlord is ending.

- 9.2 The association will use the correct standard legal notice and the tenant will be provided with a clear reason and evidence as required.
- 9.3 The responsible person as set out in the section 10.1 must approve the action before the notice is served. They will consider the reason and evidence to judge the proportionality of the action.
- 9.4 Tenants on a license do not have the right to appeal and must leave the property at the end of the notice period.
- 9.5 Tenants granted an assured shorthold tenancy, have 28 days to appeal the notice, providing a written explanation.
- 9.6 The appeal will be reviewed the relevant Managing Director and a written outcome will be sent to the tenant.

## **10. Responsibilities**

- 10.1 These are the responsibilities associated with this policy.

Job Title	Responsibility
Head of Housing/Housing Strategy & Development Manager	<ul style="list-style-type: none"> <li>• Approve tenancies and licences granted, including change requests</li> <li>• Tenant appeals to transfer and mutual exchange refusals</li> <li>• Approve notices before they are served to end a tenancy or licence</li> </ul>
Managing Director	<ul style="list-style-type: none"> <li>• Tenant appeals to notices</li> </ul>

## **11. Supporting Documents**

- 11.1 Allocations and Lettings Policy

## **12. References**

- 12.1 The Housing Act 1998
- 12.2 Localism Act 2011
- 12.3 Welfare and Reform and Work Act 2016

## **13. Document Change History**

Version	Date	Change	Owner
1	26/02/2024	New document	James Place

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