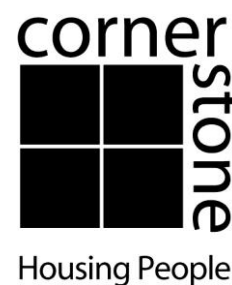


Tenancy Policy



Section;	Housing
Policy name;	Tenancy Policy
Executive responsible;	Director of Housing & HR
Review by;	Head of Housing, Tenant Performance Panel
Type of review;	Full
Authority to amend;	Board
Frequency of review;	Every three years
Last review;	March 2023
Next review;	March 2026
Responsibility for delivery;	Housing Team
Strategy;	Housing Management Strategy
Supporting Documents;	Fixed Term Tenancy Procedure, Starter Tenancy Procedure.
Associated risk;	54 – Maintaining regulatory status
Equality & diversity	The needs of vulnerable tenants are specifically dealt with in this policy.
VFM & benchmarking;	Making best use of our homes and tackling tenancy fraud supports our VFM objectives.

VERSION CONTROL			
Version Number	Sections Amended	Date of update	Approved by
1.0	First issue. Replaces Fixed Term Tenancy Policy (April 2016), Starter Tenancy Policy (January 2017) and some content from the Lettings Policy (March 2017)	2 nd October 2019	Board
1.1	Minor review to reflect changes in roles and review responsibilities.	24 th March 2023	CEO

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1. INTRODUCTION

This policy details the type of tenancies we will offer and under what circumstances; it also sets out our approach to tenancy management, tenancy fraud and succession.

2. AIMS & OBJECTIVES

The aims of this policy are to:

- Promote sustainable communities where people want to live now and in the future
- Make best use of our available homes
- Prevent homelessness
- Meet the requirements set out by our regulator

To achieve this we will:

- Be clear about the type of tenancies we offer and in what circumstances
- Offer as great a security of tenure as possible, whilst making best use of our homes
- Take into account the wellbeing, needs and vulnerabilities of individual households
- Work with tenants and external partners to sustain tenancies and prevent unnecessary evictions where possible
- Work to prevent and tackle tenancy fraud within our homes
- Work with our local authority partners in delivery of their strategic objectives

3. LEGAL & REGULATORY FRAMEWORK

This policy has regard to the tenancy strategies of the local authorities within which we work and we will work alongside them in delivering our shared aims.

In offering, managing and ending tenancies we will comply with the Housing Act 1988, Housing Act 1996, Localism Act 2011 and the Homeless Reduction Act 2018.

The Tenancy Standard 2012 (last updated 2015) sets out our regulatory obligations and requires us to publish clear and accessible policies which outline our approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud. This policy should be read alongside the following policies; Lettings Policy; Rent arrears prevention and debt recovery policy; Anti-social behaviour policy.

4. TENANCIES WE OFFER

This section sets out the types of tenancies we use, their length and security and the circumstances in which we will use particular types of tenancy.

If a prospective tenant would like to complain about the type of tenancy offered or the length of it they can request a review (see Right of Review).

4.1 Starter Tenancy

This is a periodic assured shorthold tenancy agreement which runs for an initial 12 month probationary period. Providing the tenant manages their starter tenancy well, it will automatically convert to an assured or fixed term tenancy at the end of the 12 month period. If there have been problems with the conduct of the tenancy, we may extend the starter period for an extra 6 months or end the tenancy (See Managing Starter Tenancies).

All new tenants will be offered a Starter Tenancy unless they were social housing tenants before 1st April 2012 and have remained social housing tenants since.

4.2 Assured Tenancy

Also known as a 'lifetime' tenancy, this is a periodic assured tenancy that runs from month to month with no end date. We can only end this tenancy with a court order and we will only explore this if the tenant is in breach of their agreement. A notice to quit may be issued by the tenant giving us one months' notice to end their tenancy.

We will offer Assured Tenancies to existing tenants who transfer to a new permanent home and to new tenants unless they meet the criteria for a fixed term tenancy. Assured tenancies will be preceded by a starter tenancy, where applicable.

4.3 Fixed Term Tenancy

A fixed term tenancy is an assured shorthold tenancy agreement offered for a specified period of time. We will offer them for five years and in the majority of cases it will be preceded by a starter tenancy (Assured shorthold tenancy) as set out at 4.1 above.

We will only use fixed term tenancies for four bedroom homes and homes that have been significantly adapted for people with disabilities. This is to ensure that these high demand and short supply homes are made available for re-letting when they are no longer needed.

We will aim to re-issue a new five year fixed term tenancy at the end of the fixed term unless the tenant no longer has a need for that size or type of home (See Managing Fixed Term Tenancies).

We may use fixed term tenancies of less than five years but at least two years in exceptional circumstances, these may include:

- Where the property is part of major planned works which will require the tenant to vacate the property for at least six months or more.
- Where the property has been assessed as suitable for disposal.

We also use five year fixed term tenancies for our Rentplus rent-to-buy homes (see separate Rentplus policies).

4.4 Periodic assured shorthold tenancy

This tenancy runs from month to month with no end date and can be ended by service of a Section 21 Notice Requiring Possession. As long as the notice has been served correctly and we have provided the documents to a tenant prescribed by legislation, we will have a mandatory right to possession.

We will use these for specific schemes, such as Mount Dinham, where our lease with the Mount Dinham Trust requires it and for other exceptional circumstances, for example where a property is due for disposal.

4.5 Contractual decant tenancy

These are used when we temporarily house people away from their main home, normally due to major refurbishment works taking place. In these circumstances tenants will return to their main permanent home with no loss of security of tenure.

4.6 Secure Tenancy

All Cornerstone tenancies created prior to 1989 are secure tenancies. Secure tenancies are no longer offered to new tenants, existing secure tenants who choose to move to another of our homes will be offered an Assured Tenancy with similar security.

5. TENANCY MANAGEMENT

The following statements set out our approach to tenancy management and this is reflected in our associated policies.

- We aim to prevent homelessness so eviction is seen as a last resort and is used only when all other reasonable options have been explored.
- We will take action against tenants which is proportionate and takes account of the impact on other tenants, the community and our housing management functions.
- We will take into account the individual needs and vulnerabilities of tenants and take a holistic approach to resolving issues.

We will do the following to support tenants to sustain their tenancy and prevent unnecessary evictions:

- Assess their ability to sustain a tenancy at the point of offer and signpost and refer to support services where this could make tenancy sustainment more likely.
- Provide clear information about their rights and responsibilities as a tenant from the beginning of their tenancy.
- Promote financial inclusion and provide debt, benefit and money advice to tenants where we have authority from the tenant to give such support.
- Work in partnership with the Police, Department for Work and Pensions (DWP), Local Authorities, Social Services, Safeguarding Teams and other relevant agencies.
- Refer tenants to the local authority when they are at risk of homelessness to ensure there is a multi-agency approach to prevention (subject to consent where needed).
- Train our staff in areas that allows us to work positively to problem solve with tenants, for example mental health awareness, hoarding awareness, safeguarding, domestic abuse.
- Promote digital inclusion so that tenants can engage with the DWP for Universal Credit and other appropriate agencies.

6. STARTER TENANCIES

6.1 Advice to tenants

A copy of the starter tenancy agreement will be provided to the proposed tenant before they sign up. Applicants will be made aware of this policy and the starter tenancy review process.

They will be advised that during the starter tenancy they will not have the right to:

- acquire their home*
- take in lodgers
- make alterations to their home
- mutually exchange or 'swap' into another home

*tenants may never have the right to buy or acquire their home, this will depend on certain criteria being met.

We will answer any queries that the new tenant may have in relation to the tenancy prior to them signing it.

Sufficient time will be given for the proposed tenant to seek independent advice from the Citizen's Advice Bureau, independent solicitor or Local Authority Housing Department. Proposed tenants are advised to seek such advice.

6.2 Starter tenancy review

The tenancy will be kept under review and tenants will be notified throughout the tenancy if there are concerns about breaches of the agreement and what they need to do to remedy them. They will be reminded that they have a starter tenancy and the implications if they continue to breach it.

Approximately nine months from the start of the tenancy, an inspection of the property and a review of the tenancy will be carried out. This review will consider the following:

- condition of the property
- rent account and payment record
- reports of anti-social behaviour or nuisance
- any other breaches of the tenancy agreement

Breaches of the tenancy will be investigated in accordance with our normal policies and procedures, for example our anti-social behaviour policy.

A positive review will result in the tenancy converting to either an Assured or Fixed Term tenancy at the 12 month point, a negative review can result in starter tenancy being extended or ended.

6.3 Extending or ending starter tenancies

The initial twelve month term can be extended for a further six months by serving a notice to that effect on the tenant. An extension beyond twelve months will only occur if the tenant has been served with a Notice Requiring Possession or enquiries are ongoing about possible breaches of the tenancy. Where a starter tenancy has been extended by an additional six months a further review, in line with the initial review, will take place, usually after fifteen months. No further extensions will be given after eighteen months.

If there is a serious or persistent breach of the tenancy agreement or multiple minor breaches then termination of the tenancy will be considered.

We will write to the tenant explaining the outcome of their review and the reasons for us extending or ending their tenancy. We will explain that tenants have a right to request a review of our decision to extend or end their tenancy and that they should provide us with details of their personal circumstances which they wish to be taken into account. They will also be advised to seek independent legal and housing advice.

All extensions and terminations of starter tenancies will be approved by the Housing, Customer & Communities Manager following a review with the Housing Officer. Any request for a review by the tenant will be considered by the Director of Housing & HR as per paragraph 8 below.

7. FIXED TERM TENANCIES

7.1 Advice to tenants

A copy of the fixed term tenancy agreement will be provided to the proposed tenant before they sign up. Applicants will be made aware of this policy and the fixed term tenancy review process.

At the tenancy sign up we will answer any queries that the new tenant may have in relation to the tenancy prior to them signing.

Sufficient time will be given for the proposed tenant to seek independent advice from the Citizen's Advice Bureau, independent solicitor or Local Authority Housing Department. Proposed tenants are advised to seek such advice.

7.2 Fixed term tenancy review

Our use of fixed term tenancies is aimed at ensuring that our larger four bedroom homes and homes specifically adapted for disabled households continue to be occupied by households that need them. This is due to the high demand and short supply of these particular homes. Prior to this policy a number of tenants of affordable rented properties were given fixed term tenancies.

Approximately twelve months from the end of the fixed term tenancy a review will be conducted that will consider if the household still requires the size and type of property that they are housed in.

Where tenants are in a four bedroom or adapted home and the review considers that they still have a need for that size or type of home, they will be offered a new five year fixed term tenancy. Where there is no longer a need the tenancy will be not be renewed.

As part of the review we will also consider if a tenants financial circumstances have changed to the point that they would no longer be eligible for social housing (according to lettings policies at the time).

However, we may use our discretion where the household is vulnerable by reason of age, disability or illness and offer a renewal of a further two to five year tenancy or an assured tenancy.

Tenants on fixed term tenancies that no longer meet our current criteria for a fixed term tenancy will move onto an Assured Tenancy at the point of review.

Tenancy reviews may consider other aspects of the tenancy conduct, such as arrears, payment records, anti-social behaviour and property condition but our aim is to investigate and deal with these under our standard policies to ensure fairness and consistency.

7.3 Ending fixed term tenancies

For a tenant or tenants to end their fixed term tenancy, they will need to issue us with a formal written deed of surrender. A written deed from one joint tenant will end the tenancy for both tenants, as set out in the tenancy agreement. For the deed to take effect we must accept it in writing, we may choose not to accept surrender if there are outstanding breaches of tenancy, such as arrears.

We may end fix term tenancies through the Court using our standard policies, for example due to rent arrears or anti-social behaviour.

7.4 Non-renewal of fixed term tenancies

Following the review, at the earliest opportunity and no less than six months before the end of the fixed term tenancy, we will notify the tenant as to whether a new five year fixed term tenancy will be issued upon expiry. Such notification will be by way of a Mindes to Notice.

Where a new tenancy is not being offered, it will come to an end at the expiry of the fixed term period by the service of a Mindes to Notice and a Section 21 Notice Requiring Possession. As long as both notices have been served correctly, we will have a mandatory right to possession and vacant possession of the property will be required on or before the termination date.

We will provide reasonable advice and assistance to tenants when we decide not to renew a tenancy, this may include the following:

- Giving advice about housing options.
- A referral to the local authority for further advice and support.
- Support to access choice based lettings and mutual exchange schemes.
- Support to downsize, where possible (see Downsizing Policy).
- Providing tenancy references.

8. **RIGHT OF REVIEW**

Applicants and tenants will have the right to request a review of the following:

- Refusal for housing
- Type of tenancy offered

- Length of a fixed term tenancy
- Extending a starter tenancy
- Ending a starter tenancy
- Non-renewal of a fixed term tenancy
- Demotion of an Assured tenancy
- Other uses of mandatory possession grounds such as ground 7A

Review requests should be made in writing to Cornerstone within fourteen days of them being notified of the decision (being five days from the date the letter is sent).

Requests for a review should include:

- why the applicant or tenant would like the decision to be reviewed
- any personal circumstances that the tenant wishes us to take into account
- additional supporting information, where applicable.

Applicants and tenants will be signposted for support in writing a request for a review where required and particular attention will be given to tenants who have known difficulties with literacy or communication and any other vulnerabilities.

Reviews will be dealt with by the Director of Housing & HR, normally within 21 days. During this time there may be a meeting or hearing with the applicant to hear from them directly and to give the tenant an opportunity to get their views across. They will be permitted to have representation with them or someone to represent them at a hearing, or to provide written representation if required. The Director of Housing & HR may consult with the Board during the appeals process. The tenant will receive a written response to their appeal within 28 days of their original request or within ten days of any hearing.

9. TENANCY FRAUD

We define tenancy fraud as:

- Subletting – where part or whole of the property is sublet.
- Misrepresentation – where a person omits a fact or tells a lie in order to be granted a tenancy
- Key Selling – where a tenant never moves in but sells their keys to another party.
- Joint Tenancy Fraud – where a sole tenant adds their partner to create a joint tenancy and the original tenant moves out which means the remaining tenant (who wouldn't be regarded as having a social housing need) remains in the property.
- Succession Fraud – where a tenant dies and a person claims the right to succeed by saying they have lived there for the required period when they haven't.
- Abandonment – where a tenant moves out and leaves the property empty without telling us.
- Right to Acquire/Buy / Shared Ownership Fraud - where eligibility criteria are misrepresented.

Some tenancy fraud is also a criminal offence under the Prevention of Social Housing Fraud Act 2013 and the Fraud Act 2006.

We will take the following steps to deter, prevent and tackle tenancy fraud in our homes:

- Complete detailed verification and ID checks prior to making tenancy offers
- Photograph tenants at tenancy sign up
- Complete targeted tenancy audits where fraud is suspected
- Investigate alleged tenancy fraud thoroughly involving key partners and stakeholders
- Use tenancy agreements to take reasonable and proportionate action against tenants where tenancy fraud is proven
- Support other agencies in prosecuting cases against tenants
- Seek Unlawful Profit Orders under the Prevention of Social Housing Fraud Act 2013, where appropriate.
- Publicise successful cases in partnership with other agencies to act as a deterrent.

10. SUCCESSION

On the death of a sole tenant who is not a successor, the tenancy will pass to the Tenant's partner (whether or not married to the tenant, and including a same sex partner) under the provisions of the Housing Act 1988 (as amended) provided that he or she occupies the premises as his or her only or principal home at the time of the Tenant's death.

A successor is:

- A partner in whom the Tenancy was vested under the clause in the tenancy; or
- A person by whom the Tenancy was inherited; or
- A person that would have been entitled to succeed had the previous tenant died and to whom the Tenancy was assigned; or
- A Tenant by survivorship when one of two or more joint Tenants has died.

As a general rule no other person may succeed to the tenancy unless it is set out as an express term of the tenancy agreement or we choose to permit it at our discretion.

We may use our discretion to allow an additional succession or to allow another person to succeed where the applicant for succession is assessed as vulnerable and, in discussion with the local authority, the succession would prevent homelessness, harm or distress to the applicant or a member of their household.

If a succession leads to under occupation or occupation of an adapted property (and the person does not need that type of property) the person succeeding may be required to move to a property which better suits their housing needs.

If discretion has been used but the property is not deemed suitable for the applicant we will provide reasonable time and assistance for them to be re-housed, this need not necessarily be in another one of our homes.

11. VULNERABLE TENANTS AND HOUSEHOLDS

We consider vulnerable tenants or households to be those that are:

- at risk of being harmed, physically, mentally and/or emotionally;
- in need of special care, support or protection because of their age, disability or other characteristics;
- at risk of abuse or neglect;

To ensure that these tenants and their households are not disproportionately affected in a negative way by this policy we will:

- make reasonable and proportionate service adjustments to prevent them from being disadvantaged;
- communicate with them in an appropriate way;
- provide information in alternative formats where needed;
- liaise with family and friends or other advocates where permission is in place for us to do so
- carry out proportionality assessments where action is taken by us which is because of behaviour that could be linked to a vulnerability;
- provide or refer for support where we have permission from the tenant to do so;
- liaise with other relevant agencies, where we have permission from the tenant to do so, unless the risk outweighs the need for consent under the General Data Protection Regulation 2018;
- follow our safeguarding policies.

12. MONITORING AND REVIEW

Compliance with this policy will be monitored by the Director of Housing & HR. It will be reviewed every three years or sooner where this is a change in legislation or regulation.