

TENANCY POLICY

1. Policy Statement and Aims

- 1.1 This policy sets out the types of tenancies that Castles & Coasts Housing Association (**CCHA**) will offer to residents, and the circumstances in which each type of tenancy will be issued.
- 1.2 A Tenancy Agreement is a contract between a resident and a landlord. This includes certain rights and responsibilities, e.g. a resident's right to occupy a property and the landlord's right to receive rent for letting the property to the resident. Different tenancy types offer varying degrees of security. Therefore, it is important that staff and resident understand the key differences.
- 1.3 CCHA will 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 its housing stock.
- 1.4 This policy sets out how:
- CCHA will implement and apply their Tenancy Agreements.
 - CCHA's approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions and tenancy fraud.
 - CCHA will meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation

2. Relevant Legislative and Policy Framework

- 2.1 This Tenancy Policy is aligned to the following legislation:
- Housing Acts 1985, 1996 and 2004
 - Human Rights Act 1998
 - Mental Capacity Act 2005
 - Equality Act 2010
 - Regulator of Social Housing's Social Housing's Tenancy Standard

3. Tenancy Types and the Application of Each Tenancy Type

3.1 Starter Tenancies

- 3.1.1 This is a periodic Assured Shorthold Tenancy that acts a probationary tenancy. The Starter Tenancy lasts for 12 months, which can be extended to 18 months, and will be used for all new residents who are not immediately moving from an Assured or Secure Tenancy with another Social Housing Provider.
- 3.1.2 This tenancy allows us to monitor the resident's behaviour for the period of the Starter Tenancy. On successful completion of the Starter Tenancy period, the tenancy will convert to an Assured Tenancy, if action has not been taken to end or extend the probationary tenancy.
- 3.1.3 Starter Tenancy Agreements will be offered to all new residents, except in certain circumstances, as outlined below:
- Where an existing CCHA resident, with an Assured Tenancy, transfers to another CCHA property.
 - Where an existing CCHA resident is required to move to alternative accommodation, due to a decant, the resident will retain their existing security of tenure, on the alternative accommodation.
 - Residents with a Secure Tenancy, who exchange their tenancy with a resident of another housing

association.

- Residents who succeed to a tenancy, under the terms of an Assured Tenancy Agreement, as set out in Section 4.
- Where a Section 106 (**S106**) dictates that an alternative tenancy type is required.

3.1.4 The Starter Tenancy will automatically convert to an Assured Tenancy after 12 months if the tenancy terms and conditions have been adhered to.

3.1.5 However, if there are any breaches of the tenancy terms and conditions, within the first 12 months, the Starter Tenancy will be reviewed and extended to a maximum of 18 months, to enable any tenancy breaches to be addressed. Support measures and interventions will be provided to attempt to attain tenancy sustainability, with the aim of supporting the most vulnerable residents in line with the Equality Act 2010 and to prevent unnecessary evictions.

3.1.6 We evict residents as a last resort, only when we have exhausted all options to tackle breaches of the tenancy unless the breach is so significant that other options are not viable. We will work with our residents to help them find solutions and avoid eviction.

3.2 Monitoring of Starter Tenancies

3.2.1 It is essential that Starter Tenancies are monitored, to ensure that they are used correctly, to achieve CCHA's aims of reducing and controlling anti-social behaviour/serious tenancy breaches.

3.2.2 During Starter Tenancies, CCHA will follow a robust procedure to monitor and support Starter Tenancies. Each resident will receive at least 2 contacts. The first contact will be made after the first month of the tenancy. This will monitor the following:

- Any problems with the rent account
- Any problems with outstanding repairs
- The conduct of the tenancy, i.e. any Anti-Social Behaviour
- Any damage caused to the property.

3.2.3 The second contact is in the ninth month of the tenancy. This contact will form part of the formal tenancy review and will monitor the following:

- How the tenancy has been conducted, in line with the Tenancy Agreement
- How any problems or issues identified, to date, are being managed and resolved
- How the rent account has been managed.

3.2.4 If any concerns are identified, an Action Plan, will be agreed with the resident and monitored.

3.3 Termination of Starter Tenancies

3.3.1 In the event where it is necessary to terminate a Starter Tenancy, CCHA will commence court possession action to bring a Starter Tenancy to an end, by serving a notice under Section 21(4) of the Housing Act 1988 (**S21**).

3.3.2 The following circumstances may apply to the termination of starter tenancies:

- Non-occupation - A Starter Tenancy can be terminated at any time by service of a four week Notice to Quit if the tenant has ceased to occupy the property.
- Breach of conditions during starter period - If the tenant, members of the household or visitors to the property have committed a breach, or breaches of the conditions of the Starter Tenancy Agreement, we may serve a Notice requiring possession.

- Rent Arrears - CCHA may also terminate the tenancy in the event of non-payment of rent arrears, where arrears have built up to the same level where action would be taken on an Assured Tenancy, in line with CCHA's Income Collection procedures.

3.3.3 At the end of the 12 month period, or the extended period up to 18 months, the tenancy will automatically convert to an Assured Tenancy, unless CCHA has started possession proceedings for one, or more of the reasons set out in Section 3.3.2.

3.3.4 CCHA operates an appeal process for residents who wish to challenge a decision, to either extend or terminate a Starter Tenancy. At the point of notification of extension or termination, residents will be provided with details on the process for appeal.

3.4 Assured Tenancy

3.4.1 An Assured Tenancy is a life-long tenancy, which only ends if the resident leaves or is evicted by their landlord. An Assured Tenancy will be offered when:

- A Starter Tenancy has been successfully completed.
- Where an existing CCHA resident, with an Assured Tenancy, transfers to another CCHA property.
- Where an existing CCHA resident is required to move to alternative accommodation, due to a decant, the resident will retain their existing security of tenure, on the alternative accommodation.
- Residents with a Secure Tenancy, who exchange their tenancy with a resident of another housing association.
- Residents who succeed to a tenancy, under the terms of an Assured Tenancy Agreement, as set out in Section 4.
- Where a S106 dictates that an Assured Tenancy is required.

3.5 Secure Tenancy

3.5.1 These are older lifetime tenancies, most commonly used by Councils, before the introduction of flexible tenancies in 2012, but also relate to housing association lettings before 15th January 1989. The tenancy can only be terminated on the grounds specified in Section 2 of the Housing Act 1985 (as amended), after serving a valid Notice of Seeking Possession and securing a valid Outright Possession Order from a court. The mandatory Ground 8 (where the landlord wishes to regain possession of the property, during the term of an Assured Shorthold Tenancy) cannot be used on Secure Tenancies.

3.6 Joint Tenancies

3.6.1 Joint Tenancies have the unique characteristic of making all of the joint tenants fully responsible for the obligations of the tenancy. Joint Tenancies may be granted in relation to all tenancy types.

3.6.2 CCHA support adult applicants wishing to sign as joint tenants, should they choose to do so, as long as both are eligible and qualify under CCHA's Allocations Policy.

3.6.3 CCHA will grant Joint Tenancies to a maximum of two tenants.

3.6.4 As the law stands, Joint Tenancies may be terminated by any individual resident without the consent of the other. In such circumstances, CCHA will advise the remaining resident of the termination and invite reasons from them to consider whether it is appropriate to grant a new tenancy to the remaining resident or require possession of the property through court proceedings, if necessary.

3.6.5 We are not obligated to grant a joint tenancy from a sole tenancy. We will only normally convert from sole to joint tenancies on the basis of a legal partnership (such as marriage or civil partnership), or when required to by a court order.

- 3.6.6 We will not grant a joint tenancy where the resident is in rent arrears (except for where there us a delay with housing benefit) and the resident has not maintained a payment plan for at least 12 weeks.

4. Succession and Assignment

- 4.1 There may be a right to pass on a tenancy to, for example, a spouse or family member, following the death of the tenant. This is known as a Succession. Therefore, depending on the nature of the Tenancy Agreement and the terms contained in the Tenancy Agreement, another occupier may benefit from the right to succeed.
- 4.2 In some circumstances, no right of Succession to the tenancy may exist, but CCHA may be able to grant a discretionary tenancy in some circumstances.
- 4.3 A Tenancy Agreement may also allow for a living resident to pass their Tenancy Agreement to another person. This will typically require consent from CCHA. This is known as an Assignment. Further information can be found in the appropriate Tenancy Agreement.

5. Tenancy Fraud

- 5.1 CCHA is committed to making the best use of our assets. We treat tenancy fraud seriously and have a zero-tolerance approach. We are committed to ensuring our homes are occupied by the people they were lawfully let to and protected for use by people with genuine housing need.
- 5.2 To prevent fraud, we will carry out a full assessment of housing need and eligibility at application stage.
- 5.3 Tenancy fraud is a crime. If we find any evidence of tenancy fraud, during the lifetime of a tenancy, we will fully investigate and may take the necessary steps to end a tenancy. CCHA will also report this to the Police, as necessary.

6. Cross References and Future Policy Review

- 6.1 This policy will be applied in conjunction with the following CCHA policies:

- Allocations Policy
- Anti-Social Behaviour Policy
- Decant Policy
- Safeguarding Policy
- Domestic Abuse Policy
- Empty Property Management Policy
- Equality & Diversity Strategy
- Mutual Exchange Policy

- 6.2 The Tenancy Policy will be reviewed in light of any new legislation or Regulatory Standards, or every 3 years, whichever comes first.