



TENANCY POLICY

The Wrekin
Housing Group

Policy No. 2020/006

The Wrekin Housing Group	Tenancy Policy Policy number 2020/006
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Associated Policies / Procedures	Abandonment Procedure Allocations and Lettings Policy / Procedure Appeals Procedure Rent and Service Charge Setting Policy Right to Buy & Right to Acquire Policy Tenancy Change Policy / Procedure Tenancy Risk Assessment Framework Tenancy Agreements
Reporting	Tenancy Sustainment measures
Policy Location	Intranet The Wrekin Housing Group website

1. Introduction / Context

1.1 This Tenancy Policy fulfils the requirements of the Localism Act (2011) and the requirements of the Regulator of Social Housing for Registered Providers to have a Tenancy Policy. The policy has been developed with due regard to the tenancy strategies of the Local Authorities where we have homes.

1.2 The Group offers various rental and Rent to Buy products, including but not limited to:-

Social Rent: Rents are set according to the Government's social rent setting formula.

Affordable Rent: A form of social housing with rent (including service charges) up to 80% of the local market rent.

Grant Intermediate Rents: Homes developed with Homes England funding or under the Affordable Homes Programme which have rents (including service charges) not exceeding 80% of the rent you would expect to pay for a home if you were renting privately.

Group Intermediate Rents: Homes developed without Homes England funding, which have rents not exceeding 80% of market rent with service charges payable in addition

Market Rent: Rent is comparable to other private rents in the local area.

Rent to Buy: Intermediate rent. Where tenants initially rent the home with an intention to buy in the future, or it is a condition of the tenancy that the home will be purchased within a specific time period.

Shared Ownership: Where tenants buy a percentage of their home and rent the remainder.

Business and other leases are not included within this policy.

1.3 The Group will comply with the Right to Rent requirements when granting a new tenancy. Customers will need to provide evidence of UK or EU Citizenship, or indefinite or limited leave to remain in the UK. Depending on the circumstances, a time-limited bespoke tenancy agreement may be granted to reflect the tenant's right to remain.

2. Scope

2.1 The aim of the policy is to:

- Explain the circumstances in which we will grant each tenancy type;
- Make the best use of the available housing stock to increase the number of people we are able to house with an overall aim to reduce overcrowding, tackle under-occupation, and make the best use of adapted housing for those with a disability;
- Support the development of sustainable communities across the areas where we work;
- Take into account the needs of those who are vulnerable, by reason of age, disability or illness and households with children;
- Support managing the risk of failing tenancies and the impact of breaches of tenancy conditions;

- Promote flexibility of tenure, including home ownership;
- Comply with the Social Housing Regulator’s Tenancy Standard.

Choices Housing Association (“Choices”)

Choices offers a range of housing options for individuals with learning disabilities, including supported housing and care homes, as well as having a dedicated dementia care home where nursing care is provided. This Tenancy Policy does not detail the various specialist agreements and tenure types used by Choices Housing Association to accommodate its service users. Furthermore, although part of the Wrekin Housing Group, Choices is regulated by the Care Quality Commission which the rest of the organisation is not. Full details of the services and accommodation provided by Choices can be found on the [website](#).

3. Policy Statement

- 3.1 The Group will comply with the Regulatory Standard to maintain the security of tenure for all existing tenants who have an assured tenancy. Existing tenants will retain their assured tenancy in the event that they transfer to another social rented property.
- 3.2 New tenants or existing tenants who move to non-social rented properties (within Group ownership) will be offered the appropriate tenancy.
- 3.3 All new tenants to the Group (other than those who transfer to the Group by way of a mutual exchange with a protected tenure type) will be offered a 12 month introductory tenancy which will be reviewed at 12 months. Following the review, the tenancy may be extended for a further 6 months or a 2 or 5 year Fixed Term Tenancy offered. Please see below for details.
- 3.4 **Minors (16 & 17 year olds)** – The Group will house minors of 16 or 17 years who qualify to succeed to the tenancy where a Trustee is appointed who can ensure that the rent can be paid in full and all obligations under the tenancy can be met. The obligations of the Trustee will fall away upon the minor reaching their 18th birthday.
- 3.5 **Decants** – If the Group has to move a tenant to another property on a temporary basis, for example, to undertake repairs to their property or to fulfil some other obligation as a landlord, we will grant a Contractual Tenancy which does not provide any security of tenure. The tenant will retain their main tenancy and rent will be charged at their principal address.
- 3.6 The Group and its subsidiaries will use the following tenancy types to deliver the aims set out above:-

Tenancy Type	Product applies to	Who this could be offered to
Assured Tenancy	<ul style="list-style-type: none"> • Social Rent • Affordable Rent 	<ul style="list-style-type: none"> • Existing tenants (protected) • Existing tenants who transfer to another Group property • Tenants who transfer to the Group by way of a mutual exchange with a protected tenure type.

Assured Transferring Tenancy (protected rights) *(see below)	<ul style="list-style-type: none"> • Social Rent • Affordable rent 	Current tenants who transferred following 1999 stock transfer with preserved rights
Weekly Periodic Assured Shorthold Introductory Tenancy (review at 12 months – leading: <ul style="list-style-type: none"> • Extension of current tenancy; or • to a Fixed Term Tenancy *(see below)	<ul style="list-style-type: none"> • Social Rent • Affordable Rent • Group Intermediate Rent 	All new tenants
5 Year Fixed Term Tenancy *(see below)	<ul style="list-style-type: none"> • Social Rent • Affordable Rent • Group Intermediate Rent 	All new tenants who have successfully conducted an Introductory Tenancy, who are not assessed as ‘at risk’
2 Year Fixed Term Tenancy *(see below)	<ul style="list-style-type: none"> • Social Rent • Affordable Rent • Group Intermediate Rent 	All new tenants who have been identified as ‘at risk’ of not sustaining their tenancy

Periodic Assured Shorthold Tenancy	<ul style="list-style-type: none"> • Bespoke Affordable Rent products • Those with limited leave to remain • Short term lets 	<ul style="list-style-type: none"> • New tenants to the specific type of housing • New tenants to housing for a specific purpose which is time restricted
Fixed Term Assured Shorthold Tenancy	Market Rent	Tenants of Market Rent properties
Rent to Buy weekly periodic assured shorthold	<ul style="list-style-type: none"> • Affordable Rents 	New tenants where properties let through "In Reach" where the tenant must purchase a minimum

(In Reach)	<ul style="list-style-type: none"> Group Intermediate rents 	25% share within 3 years of start of tenancy
Rent to Buy Fixed Term Assured Shorthold Tenancy	Grant Intermediate Rent	New tenants where the property is a Homes England funded Rent to Buy property
Monthly Periodic Assured Shorthold Tenancy	Rent set at Local Authority Housing Allowance level	Tenants housed by the Group's Specialist Housing Support Team
Contractual Tenancy	<ul style="list-style-type: none"> Social Rent Affordable Rent Group Intermediate Rent 	Existing tenants who are required to move on a temporary basis for major works to be undertaken to their original tenancy property
Lease	Purchased properties without the freehold (Shared Ownership)	The Group owns the freehold and the tenant owns a share of their home under the terms of a lease
Other	As specified by planning requirements or Section 106 agreements	People specifically allocated to that property.

* These tenure types relate to both general needs, Wrekin Retirement Living and Shire Living (Extra Care) properties.

The Group also has a number of properties which formed part of stock transfers from other local housing providers where it was agreed that tenants would retain their existing terms and conditions at the date of transfer.

3.7 Minimum Length of Tenure

- **Assured tenancy:** An assured tenancy can only be ended by the tenant giving notice to quit, an agreed surrender of the tenancy (both tenants must agree to the surrender if the tenancy is joint) or upon a Court order being granted.
- **Introductory Tenancy:** All new tenants to the Group will be offered a weekly periodic assured shorthold Introductory Tenancy, which is reviewed at 12-months. Should the tenant be identified as 'at risk' and in need of support, prior to or during the Introductory Tenancy, tenancy support may be provided for the remaining period of the Introductory Tenancy.
- **One year fixed term tenancy:** Granted to tenants of Homes England funded Rent to Buy properties in accordance with the specified criteria.

- **Five year fixed term tenancy:** Where the Introductory tenancy has been managed successfully and there are no identified risks associated with the tenancy a five year fixed term tenancy will be granted. The tenancy will be reviewed at least 6 months before the end of the term and a decision made whether to offer a further 5-year fixed term tenancy, a 2-year fixed term tenancy or to end the tenancy.
- **Two year fixed term tenancy:** Where risks associated with the tenancy have been identified in accordance with the Group's approved risk assessment process, either prior to the tenancy commencing or during the Introductory Tenancy, the tenant will be granted a two year fixed term tenancy. During the first year of the 2 year fixed term tenancy support may be provided to reduce the risk profile of the tenancy. The tenancy will be reviewed at least six months before the end of the term and a decision made as to whether to grant a further 2-year fixed term tenancy, 5-year fixed term tenancy or to terminate the tenancy.

There is no limit on the amount of times another fixed term tenancy can be granted.

- **Adapted properties:** Adapted properties will be treated the same as non-adapted properties. The length of the term of the tenancy offered being dependent on the characteristics of the successful applicant. However, if the adaptations are no longer required the Group will seek to recover possession of the property, subject to suitable alternative accommodation being offered to those remaining in occupation.
- **Shire Living Extra Care and Wrekin Retirement Living properties:** Accommodation with communal facilities and access to additional care and support services. The tenancy will be managed by the Group who will provide the housing management service and intensive housing management service, support and emergency/unplanned care. Planned care may be delivered by an external care provider if appointed by the tenant. The tenants will be granted tenancies in accordance with the table above.
- **In Reach Rent to Buy properties:** All tenants of Rent to Buy properties will be obliged to purchase a minimum 25% share of the property on the Group's shared ownership lease within the first 3-years of the tenancy.
- **Homes England funded Rent to Buy properties:** Tenancies will be allocated and managed in accordance with the Capital Funding Guide and Shared Ownership Affordable Home Programme.

Tenants will be offered a 1-Year Fixed Term Tenancy (renewable at the 1-year anniversary).

After the initial 5 years of letting the property the Group may:

- Sell the property on the open market;
- Offer the tenant the right of first refusal to purchase the property;
- Convert the property to an affordable or market rented home and allow the tenant to remain in occupation paying the appropriate rent level;
- Continue letting the property as Rent to Buy on a 1-Year Fixed Term Tenancy.

3.8 Circumstances in which a fixed term or periodic tenancy might not be renewed.

Prior to the end of the tenancy, a review will be carried out. The Group will **always**

grant a new tenancy at the end of the existing tenancy **unless** one of the conditions set out below applies.

Introductory Tenancy

If the tenant is in breach of any term of their tenancy agreement we will serve a notice requiring possession and will give at least 2 months' notice. However, in certain circumstances we may extend an Introductory Tenancy for 6 months to allow time for breaches to be remedied. This will be managed in accordance with the Group's Introductory Tenancy procedure.

A tenant served with 2 months' notice under S.21 of the Housing Act 1988 ("the Notice") will be offered the opportunity to have the decision to serve them with the Notice reviewed, either with or without a hearing. The review will be undertaken by a Senior Manager not previously involved in the decision to serve the Notice and they will consider representations made by both the relevant Housing Executive and the tenant.

The Senior Manager may determine:

- The Notice should not have been served;
- It was correct to serve the Notice, but the tenant is to be given an opportunity to remedy the breaches and the tenancy may be extended up to a further 6 months' during which time the senior officer will conduct a further review;
- It was correct to serve the Notice and the tenant must give up possession of the property.

2 or 5 Year Fixed Term Tenancies

- The property is no longer appropriate for that tenant and their household due to size or other attributes and an alternative property is being offered;
- For social rented properties the tenant's household income is now above £60,000 per year and the Group considers this is sufficient to enable the tenant to find accommodation in the private market;
- The property has been approved for re-development, disposal or demolition;
- The property is an adapted property and the adaptations are no longer needed by the current occupiers;
- The law or planning conditions require the tenancy to be terminated;
- The specific requirements of the tenancy agreement have not been met;
- The tenants have failed to engage with the review process;
- There are serious or persistent breaches of the tenancy agreement and we have a valid ground for possession;
- The tenant will not accept the terms of the new tenancy being offered;
- There is proven tenancy fraud.

1-Year Fixed Term Tenancy

- The Group decides to sell the property but the tenant is not in a position to buy it;
- The tenant will not accept the terms of the new tenancy being offered;
- The specific requirements of the tenancy agreement have not been met;
- There is proven Tenancy Fraud.

3.9 What will happen if we are not renewing the tenancy

Where appropriate, the Group will provide advice and support to the tenant in finding a

more appropriate home and will give the tenant a reasonable amount of time to do so.

Where the Group has taken action to recover the property at the end of the tenancy, or sooner in the case of serious breaches of the tenancy agreement, the tenant will not be offered an alternative property. However, the tenant will be signposted to appropriate housing advice.

3.10 Appeals and Reviews

Tenants (other than those in Homes England funded Rent to Buy properties) may appeal against the length of the fixed term and against any decision not to grant another tenancy. All appeals will be heard by a Senior Manager of the Group who was not involved in the original decision making process, and in line with the Group's appeals procedure.

3.11 Advice and Support

Tenants will be offered advice and support throughout their tenancy to help achieve the best housing solution for their needs and circumstances and to support the tenant to maintain their tenancy.

When making decisions concerning a tenant and their tenancy, the Group will take into account the needs of the tenant and any of their household who may have vulnerabilities by reason of age, disability or illness.

3.12 Tenant ending a tenancy

Assured or Introductory Tenancies – all tenants must give the Group 4 weeks' written notice. The Group may agree a reduced notice period in certain circumstances.

Fixed Term Tenancies – The Group has added a contractual term into the tenancy agreement, which will allow a tenant to end the tenancy prior to the end of the fixed term, provided they give 4 weeks' written notice.

The Group may consider a formal offer to surrender their tenancy received by the tenant. Where it is a joint tenancy both tenants must agree to make the offer of surrender.

Where a property is abandoned, the Group will recover possession in line with its Abandonment Procedure and will recharge any costs incurred to the tenant.

3.13 Rent Setting and Payment

The rents for each tenancy type will be set in accordance with the Group's Rent Setting Policy and any statutory requirements.

In accordance with the terms of the tenancy agreements all rents must be paid in advance.

In all cases, rental charges will be reviewed and may be increased annually, in line with the specific terms of the individual tenancy agreement, and the Group's rent setting policy.

At the review at the end of a fixed term tenancy, no new tenancy will be granted until the rent account is clear and is paid in advance.

3.14 Mutual Exchanges

All requests for permission to mutual exchange must be made to the Group. All

applications will be assessed through the Group's Tenancy Changes Policy.

We will provide information to those exchanging of the implications of exchanging with tenants who have different tenancy types. Where any Group tenant wishes to exchange their property for a home with another landlord, then our tenant and the assignee will be made aware if the tenancies or rent protection are different.

The Group will provide to an internet based home exchange service or will pay the individual subscription to the national home exchange service, which will be promoted to tenants to help increase tenant mobility.

3.15 Succession

All succession rights are contractual within the tenancy agreement and the Group will uphold any contractual rights granted within individual tenancy agreements and in line with the Group's Tenancy Change Policy. There can only be one succession to a tenancy.

3.16 Tenancy Fraud

The Group takes tenancy fraud very seriously when we identify it or it is reported to us. This includes failing to use the property as the tenant's main and principle home, making false statements when applying for housing and subletting the whole of the property.

When tenancy fraud is proven, the Group will take appropriate action to recover possession of the property. In certain circumstances the Group may also take action to pursue a criminal conviction.