

# Tenancy Policy

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## 1. Our purpose

We're proud to be able to support tens of thousands of people across England by providing affordable housing and care to help people live independently.

Everything starts at home, and we are privileged to be able to do work which makes a real difference to the lives of people in our communities. Everything we do is about people – whether that's providing a good quality, safe home or providing care which helps someone to live an independent life.

We live and breathe this social purpose.

## 2. Overview

This policy explains the types of tenancies we offer and in what circumstances a particular type of tenancy is likely to be used. It also explains our approach to ensuring sustainability of tenancies (including interventions to achieve this) and preventing unnecessary tenancy evictions, and our approach to succession.

This policy has been prepared and will continue to be monitored in line with the tenancy strategies published by relevant local authorities and with the Tenancy Standard as published by the Regulator of Social Housing (RSH)

## 3. Aims and Objectives

### For our customers and future customers

- ◆ We will let our homes in a fair, accessible, efficient and transparent way.

- ◆ We will offer our customers the greatest level of security of tenure as possible, whilst making best use of our stock in a local area.
- ◆ Once a tenancy is granted we will do all we can to ensure our customer sustains their tenancy. We will take a supportive and preventative approach to supporting our customers in their home and this will be achieved through close partnership working within GSA and with external partners and communities
- ◆ We will ensure all customers are supported according to their needs, making specific provision for those customers with vulnerabilities
- ◆ We will ensure options are available for transfer and exchange for customers where appropriate

#### For our communities

- ◆ We will help support community-cohesion by offering, where possible, life-time tenancies ensuring customers have a home for life, or as long as they wish to be within their home
- ◆ We will provide tenancies and terms of occupation which are compatible with the purpose of our housing stock, the aspirations and needs of our customers, and the sustainability of the community and efficient use of our homes
- ◆ We will work to tackle and prevent tenancy fraud within our stock

#### For our stakeholders

- ◆ We will meet the requirements set out by the Regulator
- ◆ We will work with local authority partners in developing their strategies, in delivering their objectives and in meeting local housing need

## 4. Scope of Policy and Exclusions

- ◆ This policy applies to tenancies let by GreenSquareAccord. It does not apply to properties that are sold by way of either a long lease or a shared ownership lease.
- ◆ This policy applies to customers of GreenSquareAccord in the following categories: general needs, age-designated general needs housing, care and supported housing, temporary accommodation, mortgage rescue, Rent to Home Buy, market and intermediate rent and also covers mutual home ownership co-operatives.
- ◆ We offer the following tenures and tenancies:

### 4.1 General Needs and age-designated general needs accommodation

- ◆ We offer tenancies on social, affordable, and intermediate rents; including tenancies in mutual home ownership co-operatives. We offer weekly and monthly tenancies, starting on any day of the week.

#### 4.1 (i) **Social and Affordable Rent**

##### **(a) Assured shorthold tenancies (AST)**

- ◆ Such tenancies will only be granted in certain circumstances. ASTs are commonly provided in supported housing where the housing is not intended to be permanent or where the support provision is linked to the accommodation, and both are intended to be for a limited time period. This is to ensure such supporting housing schemes are adequately utilised
- ◆ The relevant service manager will approve the use of ASTs for supported housing schemes
- ◆ These will be offered to customers moving to a property within a regeneration area, where the property is expected to be demolished within 4 years.

##### **(b) Starter Tenancies**

- ◆ Where a property is let on a social or affordable rent to a person who has not previously held a tenancy granted by us, another registered provider (RP) or a local authority, a starter tenancy will be granted. No-one from another RP who has been a secure or assured tenant as at 1st April 2012 will be granted a starter tenancy. This does not include anyone who has held an assured shorthold tenancy in supported housing.
- ◆ A starter tenancy is an assured shorthold tenancy within the meaning of section 19A of the Housing Act 1988.
- ◆ The starter tenancy will usually last for a period of 12 months from the commencement of the tenancy, after which time, if the tenancy has been successful, it will become a fully assured non-shorthold tenancy. During the starter period, the assured shorthold tenancy is capable of being terminated by service of a section 21 notice. In certain circumstances (for example if the customer has breached the terms of the tenancy agreement), the tenancy will not convert to a full assured non-shorthold tenancy and can either be ended or extended for a further period of 6 months.
- ◆ Details of the circumstances in which a section 21 notice may be served and further information about starter tenancies are found in the Starter Tenancy guidelines.
- ◆ Assuming there are no tenancy breaches, the AST will be converted into an assured non-shorthold tenancy after 12 or, in exceptional circumstances, 18 months.

- ◆ If there are any tenancy breaches and these are resolved, we may still convert the tenancy to an assured non-shorthold tenancy. This decision will sit with the relevant departmental manager.

#### c) **Assured non-shorthold tenancies**

- ◆ In all cases other than where a social rent property is to be let on a starter tenancy, we will grant an assured non-shorthold tenancy (sometimes known as a lifetime tenancy).
- ◆ Whilst an assured non-shorthold tenancy offers customers a lifetime tenancy if they conduct the tenancy satisfactorily, we will conduct tenancy reviews periodically during the tenancy to monitor how the tenancy is running and to consider whether it is still the most appropriate form of housing for the customer. This will give customers the opportunity to discuss any issues they may have. The customer is expected to take part in the review to ensure we are making best use of our stock.

#### d) **Equitable Tenancies**

- ◆ These are used for customers under 18 years of age. Legally a person under this age cannot hold an estate in land, which includes a tenancy. A 'deed of trust' will therefore need to be completed for which two adults will act as trustees, generally a parent, guardian or professional working with the young person. One of these trustees will also act as guarantor to the tenancy; it should be noted that GSA cannot be the trustee.

### 4.1 (ii) **Intermediate Rent**

- ◆ We let a small number of properties on an intermediate rent basis. Intermediate rent customers will be granted an assured shorthold monthly tenancy, which will continue from month to month until brought to an end in accordance with the terms of the agreement.

### 4.1 (iii) **Mutual Housing Co-operatives**

- ◆ Tenants of fully mutual co-operatives will have a co-operative contractual tenancy. The terms of these tenancies are set by the co-operatives themselves, in accordance with the lease arrangement between the owning body and the co-operative, which confers full management rights. This policy does not apply to fully mutual co-operatives who procure management services from us

### 4.1 (iv) **Secure Tenancies**

- ◆ GSA do not offer these tenancies. GSA do have some legacy secure tenancies – some of whom have the preserved Right to Buy (the former North Wiltshire Council tenants) and some of whom do not have the RTB (tenancies which were granted by legacy organisations with charitable status)

### 4.1 (v) **Temporary Accommodation Licence – Short Term Decants**

- ◆ These will be used when existing residents are decanted during emergency or planned work to their home, and are short term in nature.

#### **4.1 (vi) Temporary Accommodation**

- ◆ For these tenures we will use either a contractual weekly periodic tenancy; where a resident has exclusive use of a property or:
- ◆ An excluded licence agreement which will be awarded where the resident shares facilities and does not have exclusive use of a property.

#### **4.1 (vii) mortgage rescue, rent to home buy and market rent tenancies**

- ◆ An AST (fixed term or periodic) will be granted due to the non-secure nature of these tenures. This will be for a minimum period of six months.

#### **4.2 Tenancy and occupancy agreements in Care and Support**

- ◆ We may grant assured shorthold tenancies, licences or excluded licences in respect of care and support units. In exceptional cases, assured non-shorthold tenancies may be granted.

##### **4.2 (i) Assured Shorthold Tenancies**

- ◆ An AST will normally be granted where the accommodation offered is a self-contained property (i.e. with its own kitchen, bathroom, bedroom), the tenant has exclusive possession and where GreenSquareAccord does not need to move the customer between properties.
- ◆ We will grant weekly or monthly AST's dependant on the service. The requirement in the Tenancy Standard to grant assured non shorthold tenancies or fixed term tenancies of no less than five years is not applicable to care or support units as that particular clause only applies in respect of general needs tenancies.
- ◆ We are not required to grant assured non-shorthold tenancies to care and support customers and given the nature of the accommodation occupied, the changing needs of the occupiers and the requirement to be able to respond to customers as needs change, means that it is not appropriate that the level of security offered by an assured non-shorthold tenancy be granted.
- ◆ We recognise that the Tenancy Standard requires those individuals who have held assured non-shorthold tenancies (either with us or with another registered provider) but who need to move properties because of their needs, to be granted a tenancy with no less security. Where this situation arises, we will grant those individuals a further assured non-shorthold tenancy.

- ◆ An AST is capable of being terminated by service of a section 21 notice.
- ◆ Details of the circumstances in which a section 21 notice or NSP may be served are set out in the Tenancy Sustainment Procedure

### 4.3 Tenancy Sustainment

- ◆ We are committed to working with all customers to ensure sustainability of tenancies, both when granting a tenancy agreement and during the term of that tenancy. Our Providing Services to Vulnerable Customers Policy explores this in more detail.
- ◆ Appropriate advice and assistance will be offered during the time the customer is with us, from pre-tenancy to end; via our Localities Teams.
- ◆ We will undertake a comprehensive single assessment of prospective and existing tenants' ability to sustain a tenancy. The assessment takes account of all household circumstances and the contributing factors leading to the risk of tenancy failure.
- ◆ Support will be offered by colleagues or referrals made to engage the necessary support externally with the ultimate aim of maintaining a successful tenancy.
- ◆ We will work with and refer residents to partner agencies in providing debt and benefit advice and accessing affordable credit.
- ◆ Eviction is a last resort. We will only apply for possession of a property when all other options are exhausted. Please refer to the tenancy sustainment procedure. If tenants do not choose to engage with us to resolve breaches of their tenancy, we will take appropriate enforcement action or intervention; this will always be a last resort and be accompanied by appropriate support to ensure no customer is without a home

### 4.4 Ending a Tenancy

#### 4.4 (i) Assured Shorthold Tenancies

- ◆ GSA can terminate an AST in one of two ways:
  - ◆ By service of a notice under section 21 of the Housing Act 1988 (a section 21 notice)
  - ◆ By service of a notice seeking possession (NSP) under section 8 of the Housing Act 1988
- ◆ **A Section 21 notice** gives GSA a mandatory ground for terminating an AST; in other words, we do not need to prove a breach by the tenant. Provided the correct procedure is followed, the court must grant an order for possession.
- ◆ A section 21 Notice must give a tenant no less than two months' notice to terminate (and for tenancies granted before 1 October 2015 the two months' notice must expire at the end of a period of the tenancy).

- ◆ A section 21 notice cannot be served within the first four months of the tenancy commencing and cannot take effect before the expiry of six months from commencement. An order for possession under section 21 cannot take effect until six months after the tenancy start date.
- ◆ An **NSP** can be served where the tenant is in breach of the terms of the tenancy and where one of the grounds set out in schedule 2 of the Housing Act 1988 applies.
- ◆ Schedule 2 sets out mandatory and discretionary grounds of possession. Where a mandatory ground of possession is established, the court must order possession. Where a discretionary ground is established, a court need only grant possession where it is reasonable in all the circumstances to do so.
- ◆ Service of an NSP may be appropriate where a mandatory ground of possession can be relied upon. This is most likely to be ground 8, which is available where the tenant has rent arrears of more than two months/eight weeks. The benefit of serving an NSP is that the NSP can expire in two weeks (as opposed to two months) but if the tenant reduces the arrears to a level below eight weeks, a Suspended Possession Order is likely to be granted. For this reason, we will generally rely on section 21 as the primary means of recovering possession where this proves to be necessary

#### **4.4 (ii) Starter Tenancies**

- ◆ As a starter tenancy is an assured shorthold tenancy, we can end the tenancy in the same ways as detailed above

#### **4.4 (iii) Assured non-shorthold tenancies**

- ◆ GSA can end an assured non-shorthold tenancy by issuing a notice seeking possession (NSP) and obtaining a court order for possession on one of the grounds listed in Schedule 2 the Housing Act 1988. We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti Social Behaviour Act 2003). Tenants' rights to occupy their homes are at risk if they do not comply with the terms of their tenancy agreement or show reasonable respect for the rights of other tenants and the wider community.

#### **4.5 Succession**

- ◆ GSA offers succession in accordance with the relevant legislative provisions. Details of any further rights of succession other than to a spouse, civil partner, or cohabitee (if any) are contained in the tenancy agreement.

#### **4.6 Mutual Exchange**

- ◆ We are committed to ensuring sustainability of communities and recognise the importance of flexibility in housing solutions. We operate a comprehensive mutual

exchange service which offers mobility to our customers. Full details of our mutual exchange service are contained in the Mutual Exchange and Transfers Procedure.

#### 4.7 Tenancy Fraud

- ◆ We recognise our duty to help tackle tenancy fraud and we take part in the National Fraud Initiative, which seeks to identify inaccuracies based on cross matching of information. We will continue to be involved in this initiative. The Prevention of Social Housing Fraud Act 2013 was created to ensure social housing is used only for those who need it
- ◆ Where a customer is suspected of tenancy fraud, we will investigate and where necessary, we will seek to recover possession of the property in question. Please see the Tenancy Fraud policy for more information

### 5. Roles, Responsibilities and Duties

- ◆ Executive & Directors

The Chief Operating Officer delegates the following responsibilities to the Director of Homes & Communities (non-Care and Support properties) and Operations Director Support (Care and Support properties):

- ◆ the regular review, implementation and monitoring of this policy and for reporting to boards and committees as required.
- ◆ negotiating strategic partnerships with local authorities and other partners
- ◆ oversight on internal and external audit reports and for providing board assurance in relation to regulatory compliance

- ◆ Head of Service

The Head of Service is responsible for:

- ◆ liaison with local authority and other RPs in relation to CBL, nomination agreements and Tenancy Strategies
- ◆ seeking agreement from local authorities for the use of FFT's
- ◆ overseeing any Appeals
- ◆ agreeing additional legal expenditure
- ◆ participating in external benchmarking
- ◆ providing local reporting
- ◆ ensuring that team responsibilities are reflected in meetings and performance reviews, and appropriately covered within departmental business plans, standard operating procedures, contingency plans and strategies.

- ◆ Operational Managers

Operational Managers are responsible for:

- ◆ approving single needs assessments



- ◆ investigating any Appeals
  - ◆ approving offers of temporary accommodation
  - ◆ the granting of a non-AST in a care and support setting
  - ◆ the granting of an excluded licence in a care and support setting
  - ◆ approving the extension of a Starter Tenancy from 12 to 18 months
  - ◆ approving the ending of a Starter Tenancy
  - ◆ ensuring staff are well-trained and supported to deliver
  - ◆ preparing information for reporting and monitoring purposes
  - ◆ monitoring that standards are complied with
  - ◆ take action where data standards fall below those expected
- ◆ Operational colleagues

Operational colleagues are responsible for:

- ◆ issuing the correct occupancy agreement for the type of property, service and customer
  - ◆ Undertaking tenancy checks and housing options interviews with customers
  - ◆ Approving mutual exchanges
  - ◆ Investigating instances of tenancy fraud
  - ◆ Supporting customers and / or signposting in relation to tenancy sustainment
  - ◆ Preparing legal paperwork, if necessary, to end tenancies via Section 21 notices or NSP's
- ◆ All Colleagues

Every colleague is responsible for:

- ◆ delivering a customer-led service and for suggesting ways to improve and enhance the customer experience;
- ◆ preventing and / or responding effectively to complaints and concerns
- ◆ Recording information in a timely and accurate way having regard to UK GDPR, Data Protection rules and the Data Protection policy
- ◆ Staff must ensure that they comply with the requirements of this and other policies and procedures relating to their role.

## 6. Impact Assessments and Key Considerations

### Customers

- ◆ We aim to increase our customer satisfaction levels by retaining and sustaining tenancies, rather than ending them on a fixed term basis
- ◆ This policy takes account of the diversity of our residents in offering a range of tenancies to suit different customer needs and changing circumstances as well as providing mechanisms to support vulnerable customers
- ◆ We work in partnership to maximise opportunities in order to achieve value for money and choice of tenure for our customers. Customers' options are often limited by

affordability so we are able to grant a range of tenancies to help us make most efficient use of our housing stock whilst giving them options which suit their circumstances

- ◆ We will ensure no person is treated less favourably than any other on account of any diversity strand. We will also ensure our customers have fair access to our locality tenancy service and provide translation services where required.

### Communities

- ◆ Tenancy sustainment is at the centre of our locality offer to customers and our approach to tenancies; we offer lifetime tenancies in the majority of cases following successful starter tenancies and options to move through a range of renting and home ownership pathways when circumstances allow.
- ◆ Our approach allows for periodic reviews at both the start of a tenancy and throughout the tenancy ensuring that other housing options are made available to customers to ensure the most efficient use of housing stock for those in greatest need

### Planet

- ◆ To support our commitment to ensuring an efficient service to our customers we offer digital tenancies in most cases minimising paper use and ensuring efficiency and value for money for our customers.
- ◆ We aim to collect mobile phone numbers and email addresses for all of our customers to minimise the need to write to customers in printed form and our commitment to ensuring we have a locality approach to working in communities also minimises travel and reduces carbon emissions

### Governance

- ◆ We will review this policy in line with any changes to the Tenancy Standard as published by the RSH and in line with good practice
- ◆ As part of our commitment to deliver value for money and a quality service to our customers we will use external benchmarking services and best practice groups to monitor our costs and service outcomes.
- ◆ We will ensure we handle personal data of our customers in adherence to UK GDPR and Data Protection rules.

### Partners

- ◆ We will work in partnership to maximise the opportunities and support for our customers to access good quality homes. Where appropriate to do so we will participate in Choice-Based-Lettings (CBL) and nomination arrangements with local authorities in the areas where we operate and we will make available opportunities for transfers and exchanges

through our membership of HomeSwapper UK and in partnership with other registered providers.

### People

- ◆ We will ensure our people are adequately trained and understand how to apply this policy
- ◆ We will ensure we have the skills and expertise to conduct most legal work in-house and will seek external legal support where this is required.

## 7. Definitions

AST	Assured Shorthold Tenancy.
CBL	Choice Based Lettings
CORE	COntinuous REcording of lettings system
FTT	Fixed Term Tenancy.
LHA	Local Housing Allowance
NROSH	National Register of Social Housing
NSP	Notice Seeking Possession
RP	Registered Provider
RSH	Regulator of Social Housing

## 8. Our Policy

### Policy Statement

- ◆ Social landlords have the flexibility to grant a range of tenancies as determined by the RSH's Tenancy standard; to ensure housing stock is managed as efficiently as possible.
- ◆ GreenSquareAccord is committed to making the best use of stock that maximises opportunities for all members of our communities to access affordable housing which provides maximum security of tenure. GreenSquareAccord do not therefore offer fixed term tenancies (FTTs) opting instead to offer periodic life-time tenancies where possible
- ◆ By applying a local approach to supporting our customers we aim to ensure that every customer can sustain their tenancies, however we recognise this can sometimes not be possible. Where we have exhausted all other options we will seek to follow the appropriate legal remedies for terminating tenancies, however this will be in parallel to implementing supportive measures that ensures no customer is without a home.

### Policy Outline

- ◆ This policy explains: the types of tenancies we offer and in what circumstances, our approach to tenancy sustainment, succession and how we will tackle tenancy fraud.

### Policy Requirements

- ◆ Our policies must be clear and accessible, and explain our approach to locality tenancy management and what customers can expect from us as a social landlord.
- ◆ This policy has been prepared and will continue to be monitored in line with tenancy strategies published by relevant local authorities.

## 9. Monitoring and Reporting

### 9.1 Data Recording

- ◆ The fundamental principle of data quality and recording is that data should be right first time, which means that the responsibility is held at the point at which it is collected and recorded, whether the person recording the information is clinical, technical or clerical.
- ◆ All colleagues are responsible and accountable for the quality of data they collate and record.
- ◆ Colleagues must ensure that they complete the appropriate continuous recording of lettings and sales in social housing in England (referred to as CORE) reporting returns.
- ◆ This collection provides all of the statistical information that the Ministry of Housing, Communities and Local Government produces on social housing lettings and includes:
  - trends in social housing lettings over time
  - characteristics of tenants with new social housing lettings
  - types of tenancy agreements

Annually the NROSH+ return will be completed and submitted. NROSH+ is the data collection website of the Regulator for Social Housing (RSH) in England, through which it collects regulatory data and information from registered providers of social housing.

### 9.2 KPIs

In addition to standard KPI's for re-let times and voids we will monitor:

- ◆ Average length of length of tenancy
- ◆ Customer satisfaction with new lettings
- ◆ Number of AST's which are extended and / or terminated
- ◆ Number of failed tenancies with reasons

### 9.3 Monitoring Effectiveness

- ◆ Regular reviews will be undertaken to assess the use and implementation of this policy and that it is meeting GSA's strategic objectives

### 9.4 Reporting Fora and Frequency

#### 9.4 (i) Internally

- ◆ Monthly performance reports at Directorate, individual and team level
- ◆ Quarterly reports for Committee at Directorate level

#### 9.4 (ii) Externally

- ◆ Local authority nomination and lettings returns as required
- ◆ CORE forms quarterly
- ◆ NROSH+ annually
- ◆ National Tenancy Fraud returns annually

## 10. Quality Assurance

### 10.1 Internal Audit

- ◆ Adherence to this policy will be routinely assessed, annually as part of a internal assessment of our adherence with regulatory standards, with assurance being provided to the appropriate Committee.
- ◆ In addition, line managers should ensure that regular spot checks are carried out to identify and remedy any issues.

### 10.2 External Audit / Validation

Adherence to this policy may be audited / validated by the following external bodies:

- ◆ Homes England via scheme development reviews
- ◆ RSH via In-Depth Assessment

### 10.3 Service Standards

- ◆ Customers will be involved in developing service standards and in monitoring and scrutinising performance; this is led through the locality working groups and Customer Panel

## 11. Communication, Training and Implementation

- ◆ Line managers will ensure that this policy and any team responsibilities are communicated as appropriate and reflected in meetings and performance reviews, and appropriately covered within departmental business plans, standard operating procedures, contingency plans and strategies. Colleagues may be asked to confirm they have received and understood the details of this policy
- ◆ Where policy reviews, audits or performance indicate the need for whole-scale change, then a fit-for-purpose implementation project plan will be produced and delivered.

- ◆ All colleagues will receive adequate training in the use of policies, documentation, systems and records required as part of their role. Induction, supervision and appraisal processes will be used to monitor colleague's understanding and compliance with expectations.
- ◆ Where data anomalies indicate changes are needed to training programmes, changes will be made to reduce the risk of recurrence and ensure expected standards are clear.

## 12. Legal and regulatory framework

- ◆ The RSH states that, 'registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions and tackling tenancy fraud...' ([www.https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/419209/Tenancy\\_Standard\\_2015.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/419209/Tenancy_Standard_2015.pdf)).
- ◆ In addition we are guided by the specifics of housing law, including, but not limited to the Housing Act 1988, Housing Act 1996 & Localism Act 2011

## 13. Information Sharing and Confidentiality

We will provide information as required in line with relevant law and regulation.

We collect information (personal data) to enable us to:

- manage and support our relationship with you to comply with legal obligations
- improve our services
- achieve our legitimate business aims

We are committed to complying with data protection legislation when handling your data.

You have rights including access to your data and to object to the way it is processed. For more information on how and why we process your data and how you can exercise your rights please view our full Privacy Policy on our website at Privacy notice – GreenSquareAccord.