



<b>Policy title:</b>	Tenancy Policy		
<b>Scope:</b>	Aspire Housing		
<b>Policy owner &amp; job title:</b>	Head of Neighbourhoods		
<b>Approver:</b>	Director of Communities		
<b>Date:</b>	May 2022	<b>Review Due Date:</b>	May 2025

**POLICY SUMMARY**

This policy sets out the range of tenancies that Aspire Housing may grant for each type of home. It applies to all Aspire rented accommodation including: general needs (social and affordable rent), supported and temporary housing.

This Tenancy Policy helps to achieve Aspire’s aims of:

- Meeting the requirements of the Regulator of Social Housing’s Consumer Standards in relation to the Tenancy Standard.
- Ensuring the best use of housing stock and that the right person is in the right home at the right time
- Managing overcrowding and under occupation and making best use of adapted housing for those with a disability
- Contributing to balanced, sustainable and cohesive communities
- Protecting and supporting vulnerable people who require housing and supporting the sustainment of our tenancies by offering services that help vulnerable or less able people develop skills they need to manage a tenancy
- Giving those needing an opportunity to turn their lives around the ability to access settled accommodation for an appropriate period
- Supporting households at different stages in their lives and with different levels of income to achieve their wider aspirations with regard to employment and mobility.

This policy is aligned with other relevant corporate policies and will be amended to reflect any changes in these.

The Executive Director of People, Director of Communities, Head of Neighbourhoods and New Homes Manager are responsible for ensuring the delivery of this policy and compliance with legal and regulatory requirements.

## **ASSOCIATED POLICIES AND RELATED DOCUMENTS**

- Joint Allocations Policy
- Rent Setting Policy
- Rent Payment & Arrears Policy

## **POLICY STATEMENT**

This policy complements our Joint Allocations Policy and sets out the approach to issuing tenancies for rented properties across Aspire Housing. It applies to all general needs and supported housing; affordable rent properties; starter tenancies; assured tenancies and fixed term assured shorthold tenancies.

If there is any variance between this policy and individual tenancy agreements or addendums, the tenancy agreement or addendum will take precedence.

This policy is a requirement of, and complies with, the Regulator of Social Housing's Tenancy Standard.

## **TENANCY SUSTAINMENT**

We will work with prospective tenants; new tenants and current tenants to identify tenancy sustainment needs and how to resolve them. We will do this when they view an offered property; when we go through the new tenancy checklist with them; during a new tenant visit with them; as a part of a Starter Tenancy review and during any subsequent contact.

Where support is needed, we will make a referral to the in-house support services and to external services where specialist support is required. We use a partnership approach building strong relationships with support agencies and developing service level agreements where appropriate to ensure an effective response to the needs of vulnerable tenants.

In any situation where there is evidence a child or adult may be at risk, Aspire will act promptly in accordance with our partner local authority safeguarding policies and procedures. All Aspire staff will receive regular guidance or training on how to recognise and report safeguarding issues.

**TENANCY TYPES** - Aspire will use the tenancy types available to us in the following ways

Tenancy Type	Who could this be offered to
<p><b>Assured Tenancy (preserved rights)</b> – customers who were tenants of Newcastle under Lyme Borough Council before their housing was transferred to Aspire Housing in the year 2000 will be protected assured residents.</p>	<ul style="list-style-type: none"> <li>- Existing tenants with preserved rights</li> </ul>
<p><b>Assured Tenancy</b> – this type of tenancy has no end date and normally means you can live in the property until the end of life.</p>	<ul style="list-style-type: none"> <li>- Existing tenants</li> <li>- Tenants transferring from other social landlords</li> <li>- Tenants over 55 or with a disability living in community living accommodation</li> <li>- Occupiers paying rent under a shared ownership agreement</li> <li>- Where restrictive covenants, planning consents or any other restrictions prevent us from issuing an assured shorthold tenancy</li> </ul>
<p><b>Assured Shorthold Starter Tenancy</b> – is for a probationary period of 12 months and can be ended at any time by serving a notice to terminate (section 21) should the agreement be breached.</p>	<ul style="list-style-type: none"> <li>- All new tenants other than those on a fixed term tenancy or lease.</li> </ul>
<p><b>2 and 5 year Fixed-Term Tenancy</b></p>	<ul style="list-style-type: none"> <li>- For specific short term temporary accommodation programmes, where the objective is to move on to a long term tenancy.</li> </ul>
<p><b>Excluded Licence Agreement</b></p>	<ul style="list-style-type: none"> <li>- For specific short term temporary accommodation programmes, where the objective is to move on to a long term tenancy.</li> </ul>

Aspire will provide tenants with a written tenancy agreement that sets out our rights and obligations and the rights and responsibilities of our tenants, all of which are explained in detail at the tenancy sign-up.

### **STARTER TENANCIES**

We will issue 12 month Assured Shorthold Starter Tenancies to all new tenants in general needs housing including new tenants who may have previously held and surrendered a social housing tenancy.

We visit all new tenants during the first eight weeks of their tenancy and continue to monitor throughout the twelve-month period.

A full review of the management of the tenancy is carried out at 9 months. We will notify a tenant in writing of any decision we make to end or extend a starter tenancy and will explain the reasons for this decision in writing. The written decision will include details of how to ask for a review of the decision and how the review will be conducted. The review will be facilitated; heard by the Head of Neighbourhoods who will decide whether to end or extend the Starter Tenancy.

We will grant an Assured Tenancy to tenants who successfully completes a Starter Tenancy.

### **FIXED TERM TENANCIES AND LICENCE AGREEMENTS**

The fixed term tenancies and Licence agreements will be used for specific short term temporary accommodation programmes, where the objective is to support and assist a customer to develop, with the aim of moving into a longer term home and tenancy.

### **ASSIGNMENT**

An assignment is where a tenancy is transferred to another person by deed of assignment. Starter tenants have no rights of assignment. There are three circumstances where this may happen:

- Assignment by way of exchange (mutual exchange)
- Assignment under Matrimonial Proceedings where a court makes a Property Transfer Order in connection with matrimonial proceedings or civil partnership proceedings, or proceedings under the Children's Act 1989.
- Assignment to someone who would be qualified to succeed to the tenancy on the tenant's death. An assignment of tenancy generally means that the person taking the assignment will be treated as a successor and includes assignments from joint to sole tenancies.

Aspire's Policy allows in certain circumstances consent to an assignment when a tenant does not have the rights to assign. This will be considered using the criteria for discretionary succession as in the relevant paragraph below.

### **MUTUAL EXCHANGE**

Aspire supports the aim to make it easier for tenants to find exchange partners and to increase tenants' choices of where they live. We believe that increased mobility can lead to better opportunities to meet people's housing needs.

Starter Tenants are not entitled to exchange their tenancy.

We will provide tenants with access to home swap services and ensure that appropriate support is provided for those tenants who require it to access the system.

We encourage home swaps particularly where these resolve a housing issue (under occupation or overcrowding) or where they provide opportunities for the households (securing employment); and where some exchanges will place additional demands on other services (for example health and social care).

Our tenants have the right to assign this tenancy agreement to another tenant by way of an exchange with one other tenant (a "direct exchange") or by exchanges involving more than one tenant (an "indirect exchange").

The Localism Act 2011 protects the security of tenure of some social housing tenants with lifetime tenancies that started before 1 April 2012. This is through the introduction of the right to surrender and re-grant for qualifying tenants.

We will not unreasonably withhold our consent for a mutual exchange except where one of the grounds in Schedule 3 of the Housing Act applies. Where one of the grounds does apply, we will notify tenants within forty-two days of their application advising them of the ground and why it applies.

Joint tenants must all agree to the exchange and sign the assignment or re-grant.

Mutual Exchanges will not be agreed where it is clear one applicant intends to give up their new tenancy immediately after another applicant better their situation. Where this happens without Aspire's prior knowledge it may be treated as obtaining a tenancy by deception,

### **SUCCESSION**

Since the Localism Act 2011 the only person who will have the right to succeed to a tenancy is the spouse or civil partner of the tenant. In some cases the spouse or civil partner might already be a joint tenant. Once the partner has taken over the tenancy

that will end the right to succession; the tenancy cannot pass to anyone else in the household by right.

If the tenant who dies was themselves a successor there is no succession by right.

Aspire operates a policy of discretionary succession for immediate members of the tenant's family or their carer who have lived with them for at least twelve months and have no home of their own to return to on the death of the tenant. Immediate family members are their parent, grandparent, child, grand-child, brother, sister, uncle, aunt, nephew or niece. This includes joint tenants where one of the tenants previously succeeded to the tenancy.

Decisions over a further succession to a tenancy will be made in accordance with the tenancy agreement which applies to the tenancy and should recognise the vulnerability and housing needs of individuals within the household.

If more than one person qualifies for a discretionary succession we will invite them to decide themselves who will be the tenant. If they cannot decide Aspire will make the decision for them based on length of time spent living with the previous tenant and ability to manage the tenancy.

There will be situations where there is a right to succession or a discretionary succession is agreed but the property is not appropriate for the person succeeding to the tenancy due to size; adaptations which are no longer needed and may be needed by another or type (such as a bungalow designated for older or disabled tenants). Aspire will work with the successor and their family to ensure the best use of stock.

## **TENANCY FRAUD**

We take tenancy fraud seriously and actively encourage residents to report suspected tenancy fraud. We use the tenancy sign up process to accurately and electronically record all members of the household.

Aspire is committed to undertaking regular tenancy checks to maintain accurate and up to date tenancy records and to engage with our customers.

The tenancy check will allow us to confirm legal occupation and proactively identify incidents of unauthorised occupation, overcrowding, under-occupation and identify tenancies where additional support is needed.

When tenancy fraud is identified, we will take appropriate and necessary action including criminal prosecution.

## **EQUALITY AND DIVERSITY**

Effectiveness of tenancy sustainability is monitored with our local authority partners, which incorporates specific equality monitoring to ensure customers' needs are understood and responded to.

## **RESPONSIBILITIES OF EMPLOYEE**

To comply with the policy, attend training and seek advice where necessary.

## **RESPONSIBILITY OF ASPIRE**

To monitor the impact of this policy regarding continuous improvement and ensuring it meets its aim of making best use of the housing stock and creating balanced and sustainable communities.

We will have procedures and processes in place and provide training to ensure the successful implementation of this policy.

Have a range of support services to assist customers.

This policy will be reviewed in line with its normal schedule of reviewing policies.