

Policy title:	Tenancy Policy		
Scope	Housing		
Policy owner & job title:	Head of Housing Services		
Approved by;	Aspire Housing Board		
Date:		Review Due Date:	Operational: 31/03/2020 Full: 31/03/2020 Extension: 01/11/2021 & 31/12/2021 Under review

1. Policy Summary

1.1 Aspire Housing purchased Newcastle-under-Lyme Borough Council's housing stock under a large scale voluntary transfer in 2000. We also have stock elsewhere in Staffordshire and in Cheshire.

1.2 Our Tenancy Policy helps to achieve our partners' Tenancy Strategy aims of:

- 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; gaining employment, securing low cost home ownership; opportunities in the private sector and mobility through mutual exchange to support
- Developing and ensuring the best use of fixed term tenancies; starter and assured tenancies to complement the use of affordable rents

1.3 Associated Policies & Procedures:

- Rent Setting Policy
- Income Collection Policy
- Allocation Policy

- Leasehold Management Policy

2. POLICY STATEMENT

- 2.1 This policy complements our Allocations Policy and sets out the approach to issuing tenancies for rented properties across Aspire Housing Association. It applies to all general needs and supported housing; affordable rent properties; starter tenancies; assured tenancies and fixed term assured shorthold tenancies.
- 2.2 If there is any variance between this policy and individual tenancy agreements or addendums, the tenancy agreement or addendum will take precedence.
- 2.3 This policy is a requirement of, and complies with, the Homes and Communities Agency's Tenancy Standard.
- 2.4 An equality impact assessment has been completed which identified the range of tenancies Aspire offers enhancing opportunity and increasing the availability of social housing in the area we operate.
- 2.5 We will continue to monitor the outcomes of the policy to ensure that we do not discriminate directly or indirectly.

3. Policy

Eligibility

- 3.1 We will only offer a tenancy to those who can provide evidence to confirm: they have UK or EU citizenship; and they meet all the right to rent requirements.

Tenancy sustainment

- 3.2 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.
- 3.3 Where support is needed, we will make a referral to the in-house Well-being Service 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.

3.4 We will utilise Achieve Training's expertise in preparing young people for work, supporting adults into employment, creating practical apprenticeships, helping organisations to up skill their workforces and enabling local areas to thrive to develop the confidence and capacity of our tenants.

3.5 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

3.6 Aspire will use the tenancy types available to us in the following ways:

Tenancy Type	Who could this be offered to
<p>Assured Tenancy (preserved rights) – 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"> • Existing tenants with preserved rights
<p>Assured Tenancy – 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"> • Existing tenants • Tenants transferring from other social landlords • Tenants over 55 or with a disability living in supported and community living accommodation • Occupiers paying rent under a shared ownership agreement • Where restrictive covenants, planning consents or any other restrictions prevent us from issuing an assured shorthold tenancy
<p>Assured Shorthold Starter Tenancy – 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"> • All new tenants other than those on Six Month Assured Shorthold Tenancies
<p>5 Year Fixed-Term Tenancy</p>	<ul style="list-style-type: none"> • All new tenants who have successfully completed a Starter Tenancy • All affordable rent properties where a current assured tenant has requested a transfer or a current assured or secure tenant has requested an exchange
<p>Six month Assured Shorthold Tenancy</p>	<ul style="list-style-type: none"> • House or flat share schemes for single under 35s with some shared facilities

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| | <ul style="list-style-type: none">• All new tenants of properties in areas designated for major regeneration and stock rationalisation |
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3.7 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.

Joint tenancies

3.8 Sole tenants may ask for their sole tenancy to be made a joint tenancy with a spouse or established partner. Aspire will discuss this with both parties and establish the implications for the new tenant in line with our sign-up procedure.

3.9 Sole tenants in breach of their tenancy agreement in any way will not be considered for a joint tenancy.

3.10 Aspire will accept Notice to Quit from either or any party to end a joint tenancy where it is a starter or assured tenancy and by the method described below for a fixed term tenancy following a full investigation of the request which will include:

- Taking all reasonable steps to ensure all parties are aware of the request
- Asking all parties involved if they are willing to sign the Notice to Quit
- Ensuring no other legal action is in progress or under instruction that may affect the decision (e.g. under matrimonial law)

3.11 Where it is agreed one or more of the joint tenants will remain in accordance with the Allocations Policy and in the interest of minimising void loss they will be signed up to a fresh tenancy.

Setting the Rent

3.12 The rents for each tenancy type will be set in accordance with our Rent Setting Policy and Affordable Rent Framework. In all cases, rental charges will be reviewed annually, in line with the specific terms on the individual tenancy agreement and providing at least four weeks' written notice of any increase or decrease in the amount payable.

3.13 We will let Starter; Fixed Term Assured Shorthold Tenancies and Assured Tenancies for Community Living customers with an Affordable Rent within our permitted allocation. This will be at up to 80% of the market rent. We will consider local authorities' tenancy strategies and rent guidance when offering tenancies set at an Affordable Rent.

Six Month Assured Shorthold Tenancies

- 3.14 We will only use six month Assured Shorthold Tenancies (ASTs) in very specific circumstances where tenants are either under 35 or in accommodation with shared facilities or where tenants are in accommodation due for major regeneration or demolition work.
- 3.15 Six month ASTs will not begin with a starter tenancy.
- 3.16 Six month ASTs in shared accommodation will be eligible for renewal subject to a clear rent account and no breaches of the other tenancy conditions and the tenant still meeting the eligibility criteria.
- 3.17 Six month ASTs in areas pending major regeneration will be reviewed individually towards the end of the six months. No occupancy will exceed twelve months and renewal or rehousing will depend on eligibility; a clear rent account and no breaches of tenancy. Tenants leaving this type of accommodation may be eligible for a statutory disturbance payment only.

Starter tenancies

- 3.18 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.
- 3.19 We visit all new tenants during the first eight weeks of their tenancy and continue to monitor throughout the twelve-month period.
- 3.20 A full review of the management of the tenancy is carried out at 9 months when we will make a decision on whether the tenancy will continue as a fixed term tenancy; whether the way the tenancy has been conducted requires a six-month extension to the starter tenancy or whether the way the tenancy has been conducted requires us to end the tenancy.
- 3.21 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 and decided by an Aspire Service Manager not previously involved in the decision to end or extend the Starter Tenancy.
- 3.22 We will grant a Fixed Term Tenancy to a tenant who successfully completes a Starter Tenancy, except where restrictive covenants, planning consents or any other restrictions require us to issue an assured tenancy.

Offering Fixed Term Tenancies

- 3.23 Having regard to the Tenancy Strategies of Newcastle under Lyme; Stoke-on-Trent City Council, Cheshire East and Cheshire West Councils, Aspire will issue Fixed Term Assured Shorthold Tenancies for a period of five years to general needs tenants who successfully complete a Starter or Fixed Term Tenancy.
- 3.24 Aspire will offer a five year Fixed Term Tenancy to general needs tenants who successfully complete a Starter Tenancy. In certain situations whereby Aspire deems the tenant vulnerable or needs intervention to ensure the sustainment of the tenancy, such tenants must engage with the Wellbeing Service or Employment and Skills Service.
- 3.25 We will notify prospective tenants of the use of Fixed Term Tenancies at the point of advertising them and discuss the implications of fixed term tenancies at property viewings. Our offer letters will make it clear that tenancies will transition from Starter to Fixed Term and what the length of any fixed term tenancy will be. The letter will also advise prospective tenants they have the right to request a review of both the type of tenancy offered and the length of tenancy and how the review will be facilitated; heard and decided by an Aspire Service Manager not previously involved in the decision to offer a Fixed Term Tenancy.

Renewing Fixed Term Tenancies

- 3.26 We will explain how we monitor and review Fixed Term Tenancies, including the criteria for renewing or not renewing, during the tenancy sign-up and the new tenant visit.
- 3.27 We will provide advice and assistance on alternative housing options, consistent with the criteria for renewing and not renewing fixed term tenancies, throughout the fixed term.
- 3.28 We will monitor Fixed Term Tenancies through an annual review and address any tenancy management issues in accordance with our tenancy management procedures and the tenancy conditions at any time during the tenancy.
- 3.29 We will formally review Fixed Term Tenancies between the twelfth and sixth months before the end of the fixed term and decide with the tenant whether to grant another fixed term tenancy.
- 3.30 We will expect a tenant to engage with us during the tenancy review and provide information and documentation needed to carry out the review in

accordance with the renewal criteria. Where a tenant does not co-operate, we will base the decision on the information available.

- 3.31 Where a tenant has been identified as vulnerable we will ensure they have access to additional support to help understand their tenancy and the review process. This support may be provided by our Wellbeing Service or other appropriate support agencies.
- 3.32 Where the decision is not to renew, we will work closely with the tenant and housing advice partners to provide the tenant with advice and assistance in relation to rehousing. Where a tenancy will end on expiry of a fixed term which may result in a homelessness duty on a partner local authority, we will advise the relevant local authority in advance to ensure an effective action plan is coordinated.
- 3.33 We expect most five-year Fixed Term tenancies to be renewed; in particular where:
- The household includes children of school age. However, we may need to recognise that children stay with their parents well beyond school age for valid reasons, and these will be considered on an individual basis.
 - The household includes a disabled person with adaptations to the home
 - The household receives some form of housing support or is recognised as being vulnerable in some way
 - The household remains unable to access market housing
 - The conditions of the tenancy are being maintained
 - Where the household is playing an active role in the community
 - Where the tenant can demonstrate significant investment in the upkeep of their home
 - The tenant has engaged with Employment and Skills or Wellbeing services as required
- 3.34 Where a property is no longer suitable due to overcrowding; under occupation or an adaptation is no longer needed and is likely to be required by another applicant or tenant we will work with the tenant to find suitable alternative accommodation before the end of the fixed term.
- 3.35 The criteria for not renewing a Fixed Term Tenancy and not offering an alternative tenancy are:
- The tenant's household income is now above the limits set out by Aspire in consultation with the local authorities where we work. The limit will be

notified at the sign-up and any changes likely to affect a tenant notified during annual reviews.

- The tenant or a member of the tenant's household has a history of anti-social behaviour and Aspire has already initiated a legal process to end the fixed term tenancy
- The tenant owes rent and Aspire has already initiated a legal process to end the fixed term tenancy
- The tenant has been a perpetrator of domestic abuse
- To meet the need of a local lettings policy
- The household is not working and has not accessed the support; training or volunteering options accessible to them
- The tenant does not pass the affordability checks and the property will be unaffordable
- The tenant will not accept the terms of the new tenancy being offered.
- The law or planning conditions require the tenancy to be terminated

3.36 We will notify fixed term tenants in writing of the decision to renew or not renew not less than six months before the end of the Fixed Term Tenancy. As a part of the written notification we will advise them of their right to a review of the decision and how the review will be facilitated; heard and decided by a Service Manager of Aspire not previously involved in the decision not to renew the fixed term tenancy.

Ending Fixed Term Tenancies

3.37 During a Fixed Term Tenancy and should the way a tenancy is being conducted require it, Aspire will be able to rely on the grounds of possession listed in the Fixed Term Tenancy Agreement to seek possession.

3.38 If the tenant chooses to end the tenancy before the end of the fixed term they may do so in accordance with the break clause in their tenancy and by surrendering the tenancy and giving at least four weeks' notice.

3.39 Not less than six months from the end of the tenancy, Aspire will issue a six month notice to tenants who will not have their tenancies renewed. A further Notice will be served not less than two months from the end of the fixed term period to end the tenancy.

3.40 Surrender will be allowed subject to the following circumstances:

- It is in the best interest of Aspire
- It is in the best interest of the customer or neighbourhood
- The property condition does not breach tenancy conditions
- The rent account is clear

- Keys are returned on expiry of the notice period and access is given to undertake a property inspection during the notice period to enable a property to be relet quickly.
- 3.40 If the tenant has abandoned the property during the fixed term a Forfeiture Notice or similar will be served on the property. This will give the tenant 4 weeks' notice that Aspire will be taking back possession of the property.

Assignment

3.42 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.
- 3.43 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

- 3.44 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.
- 3.45 Starter Tenants are not entitled to exchange their tenancy.
- 3.46 We will provide tenants with access to home swap services and ensure that appropriate support is provided for those tenants who do not have internet access.
- 3.47 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 within the Borough (for example health and social care).

- 3.48 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”).
- 3.49 The Localism Act 2011 protects the security of tenure of some social housing tenants with lifetime tenancies that started before 1 April 2012, when they are exchanging with some Fixed Term tenants. This is through the introduction of the right to surrender and re-grant for qualifying tenants.
- 3.50 Where one of the tenants has a lifetime tenancy and the other has a Fixed Term Assured Shorthold or flexible tenancy these mutual exchanges will be done through the process of surrender of one tenancy and re-grant of a new tenancy. The homes rather than the tenancies will be swapped. Secure local authority tenants exchanging to an Aspire tenancy will be offered the nearest equivalent tenancy; an assured tenancy.
- 3.51 A re-granted Fixed Term tenancy will be for a minimum of five years, for current tenancies with up to two years to run and otherwise for a period equivalent to the period left to run on the current tenancy.
- 3.52 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.
- 3.53 Joint tenants must all agree to the exchange and sign the assignment or re-grant.
- 3.54 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

- 3.55 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.
- 3.56 If the tenant who dies was themselves a successor there is no succession by right.
- 3.57 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.

- 3.58 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.
- 3.59 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.
- 3.60 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.

4. Tenancy Fraud

- 4.1 We take tenancy fraud very 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.
- 4.2 We will use our tenancy audit process to proactively identify any fraudulent activity which may include:
- Not occupying the premises as the only or principal home as described in the tenancy agreement
 - Obtaining a tenancy by making false statements or claims or using false documentation
- 4.3 Aspire is committed to undertaking regular tenancy audits to maintain accurate and up to date tenancy records and to engage with our customers.
- 4.4 The tenancy audit visit 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.

- 4.5 We will give reasonable notice to tenants prior to the audit visit. Where access to the property is refused or denied, Aspire will take appropriate legal action to ensure access is gained to carry out the audit.
- 4.6 Our tenancy agreement sets our policy on lodgers and sub-letting. Sub-letting of part of the premises is only permitted with the written consent of Aspire. Sub-letting of the whole of the premises is not permitted at all and may constitute a criminal offence.
- 4.7 When tenancy fraud is identified, we will take appropriate and necessary action including criminal prosecution.

5 Responsibilities of Employee

- 5.1 To comply with the policy, to attend training and seek advice where necessary
- 5.2 Ensure best practice in tenancy management by:
- Monitoring performance against in-house targets and standards, best practice and procedures
 - Ensuring integrated working between Housing Services teams, Achieve teams and Local Authorities.
 - Intervene and support staff with training, supervision and motivation to reach high standards of performance
 - Ensure that a structured case review is carried out after 9 months of every Starter Tenancy
 - Pay meticulous attention to process and record keeping
 - Drive high standards of customer excellence and consistency
 - Use new technology to advance record keeping and efficient working practices
 - Ensure sign-up, new tenant visits and tenancy audits identify and record instances of vulnerability to feed into support plans
- 5.3 Communicating key messages to applicants and tenants including:
- Allaying any fears from applicants and existing tenants about their rights and security being affected or diminished
 - Communicating the changes which mean some new tenancies will be on a different rent and/or a shorter term tenancy agreement
 - Providing early information about notices and formal procedures used with fixed term tenancies to reassure customers and prevent undue concern towards the end of a fixed term

- Raising awareness of the new products on offer and how they have come about

6 Responsibility of Aspire

- 6.1 Aspire has followed the actions required in our Community Engagement Plan in the preparation of this policy by consulting the Customer Forum.
- 6.2 This Policy will be monitored annually for any changes in legislation, business or sector developments and formally reviewed every three years to consider changes in operational and best practice developments.
- 6.3 Aspire will monitor the impact of this policy as part of its continuous improvement including:
- Total number of tenancies granted each year, broken down by tenancy and property type and equalities characteristics
 - Number of fixed term tenancies reviewed during the year, broken down by equalities characteristics
 - Number of fixed term tenancies not renewed upon review, broken down by reason, whether alternative housing was offered, and by equalities characteristics
 - Tenancy turnover,
 - Reasons for termination of tenancy