



Tenancy Management Policy

Procedure owner/author:	Housing Director
Approved by:	Stoke on Trent Housing Society Board
Date approved:	18 th May 2021
Next review date:	May 2024

1.0 Policy Aims

This Tenancy Management Policy sets out the approach of Stoke on Trent Housing Society (the Society) to providing an efficient and effective tenancy management service.

The policy, and associated procedures, are in place to ensure we provide a service which reflects our statutory responsibilities and good practice. By providing robust and consistent tenancy management services, we are doing everything reasonably possible to deliver a high-quality customer service and to manage our communities in a positive manner.

This policy focuses on managing a tenancy, in terms of customer's rights and ensuring that customers are aware of their responsibilities and adhere to them. It is also designed to inform our staff to ensure a fair and consistent service is provided to our customers.

The main areas covered by this policy are:

- Changes in tenancies including succession, assignment and mutual exchange.
- Managing and sustaining tenancies.

2.0 Legislation and Guidance

There is a range of legislation relating to the tenancy management of our housing stock, the main ones being:

- The Housing Act 1985, The Housing Act 1988, The Housing Act 1996
- Immigration Act 2014 and the Right to Rent
- Anti-social Behaviour, Crime and Policing Act 2014
- Matrimonial Causes Act 1973 and the Matrimonial and Family Proceedings Act 1984
- Civil Partnership Act 2004
- Prevention of Social Housing Fraud Act 2013
- Localism Act 2011.

3.0 Changes to Tenancies

3.1 Tenancy Conversions

(*Details of the types of tenancies we provide are included within Stoke on Trent Housing Society's **Tenancy Policy**.)

When housing a new tenant (not a transferring tenant) we use an assured shorthold tenancy, commonly referred to as a starter tenancy. These are a good tool to help us provide support to those that need it at

the start of their tenancy, and they also help us deal with breaches in tenancy quickly. After 12 months the starter tenancy will automatically convert to an Assured Tenancy unless:

- A notice of seeking possession has been served on the tenant.
- A notice to extend the starter tenancy by a further six months has been served (note - the starter tenancy can only be extended once).

In cases where a decision is made to serve a notice of seeking possession (where the courts can grant mandatory possession) or notice to extend a starter tenancy is used, the tenant would be offered the right to request a review of this decision.

3.2 Succession

Succession allows the tenancy to be passed on to certain qualifying people when the tenant dies. The tenancy agreement sets out the rights to succession.

The law allows only one statutory succession to each tenancy. Consequently, on the death of the tenant there can be no further right of succession where the deceased tenant is classed as a successor. The deceased tenant is classed as a successor where:

- He/she became the tenant by succession.
- The tenancy was assigned to him/her as a potential successor.
- He/she previously exchanged from another property and had been a successor there.
- He/she became the tenant under a court order and the previous tenant was a successor.

Where a joint tenant dies, the tenancy passes to the surviving joint tenant/s automatically, regardless of the relationship between the joint tenants. This is called survivorship and counts as one succession. There can be no further statutory succession.

If a deceased tenant is not classed as a successor, an applicant will qualify to succeed to the tenancy if he/she was occupying the property as his/her main home at the date of the death and either:

- He/she is the tenant's wife, husband, civil partner, or partner (this includes same sex couples) as long as he or she lived with the tenant in the home as their principal home prior to the death of the tenant;

or

- He/she is another member of the tenant's family and has lived with the tenant as a permanent resident for the preceding 12 months. Members of the family means parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece.

Statutory succession overrides any other claims to the tenancy (for example under the deceased tenant's will).

Where there is more than one person qualified to succeed, the tenant's spouse or civil partner is to have priority. If there are two or more family members entitled to succeed, then they must agree between them which one is to be the successor because only one person can succeed. If they cannot agree, a management decision will be made as to whom the tenancy should pass to.

A person who succeeds to a tenancy is granted a continuation of the existing tenancy, not a new one.

There may be circumstances where a property would be much more suitable for other individuals rather than a successor, for example if the successor is significantly under-occupying or the property. In such circumstances we may look to rehouse the successor into a more suitable property. The successor would be considered for a direct let under the Society's **Allocations Policy**. If the successor refuses to move voluntarily then we may serve a notice on the successor between 6 and 12 months after the previous

tenant's death. We would not look to seek possession of a property for under-occupation if the successor was the spouse or civil partner of the deceased tenant.

3.3 Assignment

Assignment (passing on a tenancy) is only possible for assured tenancies in the following circumstances:

- As a mutual exchange.
- Where a court orders it as part of divorce or judicial separation proceedings on a termination of a civil partnership under the Matrimonial Causes Act 1973, Matrimonial and Family Proceedings Act 1984 or the Civil Partnership Act 2004.
- Where a court order is granted relating to the tenancy.
- To a potential successor, for example, someone who would have had the right to succeed to the tenancy on the death of the tenant. This is only possible if there has been no previous assignment or succession.

Assignment is not possible under any other circumstances.

Starter (Assured Shorthold) tenancies may only be assigned in very limited situations, for example:

- In pursuance of a court order
- The assignment is to a potential successor to the tenancy.

Starter tenants are not capable of assignment for mutual exchanges, as there is no right to exchange on a starter tenancy.

3.4 Assignment by way of mutual exchange

Requests for a mutual exchange can be accepted from any social housing tenant who has either a secure or an assured tenancy. We will not permit exchanges with tenants of private landlords. We will only refuse consent on the same grounds as are available for secure tenants and outlined in Schedule 3 of the Housing Act 1985. Where the tenant is in breach of their tenancy (including being in rent arrears) we can impose a condition requiring the breach to be put right. If a condition is imposed, the exchange cannot take place until the breach has been remedied (see our **Mutual Exchange Policy**).

3.5 Granting of a discretionary tenancy

There are several circumstances where we may consider granting a discretionary tenancy:

- **If no succession right exists** - management may consider the granting of a discretionary tenancy of the current property. This will be a starter tenancy and will be let in accordance with the Society's **Allocation's policy**. Each case will be considered on its merits following receipt of a written request to remain in the property, which must be received no later than two months after the tenant's death.
- **Sole to joint tenancy** - a sole tenant may apply for a joint tenancy. When considering such a request we will consider the following:
 - if there are breaches in the conditions of tenancy and whether these breaches are sufficiently serious that they would prevent a new tenancy being awarded
 - the relationship between the proposed joint tenant and the existing tenant. The proposed joint tenant must be living at the property as his or her main home at the date of the proposed joint tenancy. They must be either:
 - the tenant's spouse or civil partner or
 - another member of the tenant's family or

- someone who has been living with the tenant together as if they were married or within a civil partnership and has lived with the tenant for the whole of the previous 12 months.
- **Joint to sole tenancies** - If a joint tenant no longer wishes to remain the tenant, they can terminate the tenancy and the remaining tenant can be considered for a new sole tenancy. When considering such a request we will consider the following:
 - if there are breaches in the conditions of tenancy and whether these breaches are sufficiently serious that they would prevent a new tenancy being awarded
 - the proposed sole tenant must be living at the property as his or her main home at the date of the proposed sole tenancy.
- **Exceptional Circumstances** - we may consider a discretionary tenancy in exceptional circumstances, for example, if there are technical circumstances that prevent one of our properties being occupied. A new tenancy will be granted at the discretion of the management and in accordance with the Society's **Allocation's Policy**. This will include appropriate checks to ensure that the proposed tenant would be eligible to join the housing register, both in relation to any previous history of antisocial behaviour, and also in relation to their immigration status.

4.0 Managing and Sustaining Tenancies

4.1 Monitoring tenancies and the condition of our properties

Effective tenancy management is necessary to ensure our customers can live comfortably in their homes. We expect tenants to always maintain their homes to a reasonable standard and in accordance with their tenancy agreement. Through regular tenancy visits and scheme inspections we will monitor that all our tenants keep to the terms of their tenancy agreement and take appropriate action to resolve any breaches effectively. Where a customer requires it, we will provide the necessary support or signpost them to external support agencies.

4.2 Starter tenancy visits

Assured shorthold tenants will be visited at 6 weeks and then further contact made at 3 months, 6 months and 9 months following the commencement of their new tenancy. Additional visits may be scheduled as necessary to discuss and monitor any specific problems arising.

In order that assured shorthold tenants are not discriminated against, procedures for dealing with rent arrears, nuisance and anti-social behaviour will be the same as for assured tenancies, with the exception of the legal process to end the tenancy.

4.3 Annual tenancy visits

We will use the annual tenancy visit and other contacts we have with customers as a means of ensuring that we deliver an effective and quality service including:

- Updating customer profile information.
- Identifying vulnerable customers and any appropriate support that may be required.
- Identifying any repair or neighbourhood issues.
- Identifying fire safety issues.
- Ensuring that the customer is aware of the different ways of contacting us and of our resident involvement opportunities.
- Ensuring the enforcement of tenancy conditions and that the property has not been damaged, neglected or used unlawfully.
- Ensuring that the property is occupied by the tenant and has not been sub-let or abandoned.

4.4 Social housing fraud

We will take appropriate action in relation to possible social housing fraud including:

- Unauthorised sub-letting.
- Non-occupation by the tenant.
- Anyone fraudulently obtaining a social housing tenancy.
- Anyone wrongly claiming succession or unauthorised assignment of a tenancy.

4.5 Abandoned properties

We recognise that for a number of reasons, tenants may be away from their homes for an extended period of time. Where we believe that the tenant may have abandoned the property (including anonymous notification) we will investigate and take appropriate action, in accordance with the legislative requirements and our **abandonment procedure**.

4.6 Lodgers and sub-letting

We recognise that there will be situations where a customer may wish to rent out a room in their home in which case the new occupier will be referred to as a lodger (or sub-tenant). Taking in a lodger may help meet a local housing need and reduce a customer's financial commitment for under-occupying a property. However, under the terms of the tenancy agreement, tenants may not sub-let their property and must use it as their principal home.

4.7 Overcrowding and under-occupation

We recognise that in some instance's accommodation may, due to family circumstances, become too small or too large for the household needs. For example, this may be where a tenant has two or more unoccupied bedrooms. Where such issues arise, we will work with the tenant, if they wish to be rehoused, to find the most suitable housing option available to them through the Society's **Allocation Policy** and by providing information on other social landlords with suitable housing. We will also inform prospective tenants of the potential impact on their benefits if they under-occupy according to the government's definition of this.

5.0 Ending of Tenancies

5.1 Ending a tenancy

When a customer wants to end their tenancy, as per their tenancy agreement, they must give four weeks' notice in writing, unless the tenant is moving as a transfer. In exceptional circumstances Managers may agree a deed of surrender that is less than 4 weeks notice.

The grounds upon which a landlord can serve notice to end a tenancy are set out in the tenancy agreement.

5.2 Withdrawal of notice by a tenant

A termination of a tenancy is a legal binding document and the decision to accept a written withdrawal of the notice to terminate is discretionary. A management decision will be made on whether to agree to the withdrawal of the termination on the individual circumstances and information available regarding the conduct of the tenancy.

5.3 Death of a tenant

When a tenant dies, their executor can end the tenancy by surrender or by giving notice to quit. If we do not receive a termination notice, then we will serve a Notice to Quit on either the Personal Representative or the Public Trustee.

5.0 Training

We will carry out training for all relevant staff to make sure that they are aware of this policy. New staff will have a thorough induction and training to ensure that they understand and can implement our policy.

6. Monitoring and Review

To ensure this Tenancy Management Policy remains effective, the Society will:

- Review it at regular intervals, when significant changes are made to legislation or guidance or when related policies and procedures are amended.
- Present any changes to the Society Board for approval.
- Make any amendments known to employees.
- Communicate and consult with employees by bringing the Policy to their attention through continued training.