



Tenancy Policy

Procedure owner/author:	Housing Director
Approved by:	Stoke on Trent Housing Society Board
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1.0 Policy Aims

This Tenancy Policy sets out to recognise the rights that Stoke on Trent Housing Society (the Society) customers have in relation to:

- The types of tenancy which are offered.
- How changes are made to tenancy agreements.
- How tenancies are managed according to their type and length.

It fulfils the requirements of the Localism Act (2011) and the Regulator for Social Housing to have a Tenancy Policy.

This policy also sets out our commitment to meeting the Regulator of Social Housing's Tenancy Standard and the required outcomes in relation to tenure:

- *Registered providers shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community and the efficient use of their housing stock.*
- *They shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.*
- *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.*

This Tenancy Policy is supported by a **Tenancy Management Policy**, which covers the circumstances in which we will use our discretion to grant a new tenancy.

2.0 Types of Tenancy Offered

The Society is strongly committed to providing the most secure tenancies available to our tenants.

2.1 Assured Shorthold Tenancy –

This is a starter tenancy which lasts for 12 months and will be used for all new tenants who are not immediately moving from an assured or secure tenancy with another social housing provider. The assured (shorthold) tenancy automatically converts to an assured (non-shorthold) tenancy after 12 months if action has not been taken to end or extend the starter tenancy.

If during the 12 month 'probationary' period the tenancy conditions are broken, but we do not want to end the tenancy, we can extend the 'probationary' period by up to six months. We can only extend the 'probationary' period once.

2.2 Assured (non-shorthold) Tenancy –

This is our standard (weekly) tenancy which will be awarded to tenants who are moving from another assured tenancy with the Society or those who have an assured or secure tenancy with another social housing provider.

2.3 Discretionary Tenancies –

In some circumstances no right of succession to the tenancy may exist but we may be able to grant a discretionary tenancy. Our Tenancy Management Policy deals with successions, assignments and granting of discretionary tenancies and sets out the circumstances when we may grant a discretionary tenancy.

2.4 Domestic Abuse -

New tenants, who have left a lifetime tenancy because of domestic abuse, will be granted a lifetime tenancy (The Secure Tenancies (Victims of Domestic Abuse) Act 2018).

3.0 Rents

The Society provides both social rented homes (usually rented at around 50% of the local market rent) and affordable rented homes (usually around 80% of the local market rent including service charges).

3.1 Rents for **Social Rent** properties will be set in accordance with the Government's Policy Statement on Rents for Social Housing 2018.

3.2 **Affordable rents** will only be used where the rent remains affordable to the local population and the Local Housing Allowance will be used to make this assessment. (For certain schemes we may set affordable rents at less than 80% taking into consideration the Local Authority Housing Strategy.)

4.0 Tenancy Agreements, Responsibilities and Sign-up

We will ensure that tenants are fully informed about their tenancy rights and obligations at the pre-tenancy sign-up stage and beyond.

4.1 Tenancy Sign-up

We will conduct a sign-up process with all new tenants to ensure they fully understand their rights and responsibilities and the conditions for the tenancy on offer. The sign-up will include details of our approach to tenancy management and will also focus on financial inclusion (for example, help with universal credit claims) and on possible current or future support needs. New tenants will also receive a follow-up visit within six weeks to ensure they are keeping to the tenancy conditions and continue to understand them.

4.2 Tenant Obligations

Our tenancy agreements impose obligations on the tenant including:

- To pay rent and any service charges weekly in advance.
- To use their home for residential purposes, as their only or principal home and in a reasonable and responsible manner.
- Not to operate any business or trade without first getting our written permission.
- To be responsible for the behaviour of everyone living in or visiting their home (including any children and pets).
- To always keep their garden well maintained.

- To allow Society employees and contractors access at reasonable times and subject to reasonable notice to inspect the condition of their home, to inspect any installations, to carry out an annual safety check or to carry out repairs or other works to their home or adjoining property.
- To report to us promptly any disrepair or defect for which we are responsible in their home or communal area.

4.3 Landlord obligations

As landlord we have a number of obligations to tenants including:

- To give possession of their home at the start of the tenancy
- To keep in repair the structure and interior of their home
- To provide information on our housing management policies.

5.0 Tenant's Rights

5.1 The table below shows the differences in tenants' rights for the main tenancy types offered:

Summary of legal rights of tenants	Assured (non short-hold) Tenancy	Assured Shorthold Tenancy
Right of succession for a family member/partner	Yes	Yes
Right to repair	Yes	Yes
Right to be consulted on housing management	Yes	Yes
Right to buy your home with a discount (some properties may be exempt)	No	No
Right to Acquire your home with a grant (some properties may be exempt)	Yes	No, but the probationary period counts towards the discount
Right to sub-let part of your home or take in lodgers (with your landlord's permission)	*Yes	No
Right to carry out improvements and to receive compensation if you move.	*Yes	No
Right to exchange your home or transfer (assign) it	*Yes	No

* With permission from the landlord

5.2 Succession

The Society's Tenancy Agreement informs new tenants of their rights to allow a succession in line with the regulations and definitions of entitled family members contained in the Housing Act 1985. In the event more than one family member is left in the property after the death of the tenant, we will ask that they agree who the successor is between themselves. The Society may also ask the successor to move to alternative accommodation if the property is unsuitable for them. This will be handled sensitively but ultimately if the successor does not wish to relocate voluntarily, we may serve Notice on them and grant a new tenancy in a new property.

On occasion the Housing Director may decide to grant a discretionary tenancy (in effect a new tenancy). This will typically be in exceptional circumstances where the tenant themselves has not left their home voluntarily, for example has gone into care, and has placed other family members in a difficult position. The family member must have a legal right to a social housing tenancy to be considered.

5.3 Mutual Exchange

Assignments by way of mutual exchange will be allowed for assured tenants (see our Mutual Exchange Policy).

5.4 Lodgers

The Tenancy Agreement allows customers to take in a lodger subject to certain conditions. They must seek the Society's agreement, ensure that the property does not become overcrowded and is not granted an assured sub tenancy on any part of the property. The lodger should have the 'right to rent' in line with Immigration legislation.

6.0 Ending Tenancies

6.1 Tenancies with no security

We may wish to bring a tenancy to an end if a tenant has lost their security of tenure, for example because they no longer occupy the property as their only or principal home or they have died and there are no further rights to succession. A notice to quit will be served and we may take possession proceedings through the courts if necessary.

6.2 Tenancy Surrenders (termination)

If we and the tenant agree to bring the tenancy to an end, this may be done by surrender. For a surrender to take effect the tenant must offer the tenancy to us and we must agree to accept it. Offer and acceptance will usually be in writing and can be proved by a deed of surrender, a legal document.

- If a joint tenancy is surrendered, the surrender should be signed by all the joint tenants where possible. If a joint tenant surrenders the tenancy, they will bring the joint tenancy to an end.
- We have discretion to award a single tenancy to any remaining occupant when a previous joint tenancy ends (see the Tenancy Management Policy).
- In the case of surrender, if the tenant does not leave the property on or before the expiry of the notice period, we may apply for a court order for possession.

An assured tenancy (shorthold and non-shorthold) can be ended by a court order if a valid ground for possession is made out. These grounds, as defined in the Housing Act 1988 for periodic assured tenancies, are stated in the tenancy agreement.

Any tenant who is given notice that their tenancy is ending will be offered appropriate advice and assistance and referred to the Local Authority where necessary.

6.3 Property Abandonment

If a tenant behaves in a way that shows they have intended to vacate the property but have made no positive communication saying so, we may serve a notice to quit that ends the contractual tenancy. When the notice expires, we may repossess the property without getting a court order if there is no evidence of occupation. Further details can be found in our **Abandonment Procedure**.

7.0 Tenancy Fraud

7.1 The Prevention of Social Housing Fraud Act 2013 was introduced to ensure that social housing is occupied by those in greatest housing need, it:

- Creates new criminal offences of unlawful subletting by assured and secure tenants in social housing.
- Gives local authorities powers to prosecute in cases of unlawful subletting.
- Enables the courts to order the recovery of any profit made from unlawful subletting from tenants.
- Provides that assured tenants who unlawfully sublet the whole of their dwelling cannot subsequently regain their security of tenure.

7.2 The Society will work to prevent problems building up in its tenancies. The process will start with tenancy sign up where we will identify fraudulent applications which could lead to eviction due to misrepresentation. The Society's customers will be contacted and or visited once a year and asked to confirm the occupancy of their home so that we can prevent illegal occupancy.

7.3 We will co-operate with the City Council's fraud team who undertake periodic investigations into social housing lettings.

9. Monitoring and Review

To ensure this Tenancy 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.