



TENANCY POLICY

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TENANCY POLICY

1.0 Statement

This policy outlines Radcliffe Housing Society's (RHS) approach to issuing, reviewing, and terminating tenancies for all rented properties. This Policy does not cover home ownership (including freehold and leasehold).

2.0 Aims

To provide clear guidance for staff and tenants, so the appropriate tenancy is granted and that the management of the tenancy is undertaken correctly.

3.0 Objectives

3.1 We will ensure all residents are treated in a fair and equitable manner. We offer tenancies or terms of occupation that are compatible with the:

- Purpose of the accommodation
- Needs of individual households
- Sustainability of the community
- Efficient use of our homes

3.2 We use a range of occupancy agreements including but not limited to:

- Assured non-shorthold tenancies (sometimes referred to as lifetime tenancies)
- Assured shorthold tenancies
- Licences

3.3 A Notice to Quit (NTQ) is a legal instrument to end a tenancy that can be provided by a tenant or a landlord to terminate the tenancy.

3.4 We define **vulnerability** as being any condition or circumstance that puts an individual or household at risk of losing their home, or any situation which, without support or intervention, places them at risk of abuse, neglect or causes detriment to their overall wellbeing. Our Vulnerability Policy further outlines our approach.

4.0 Requirements

4.1 We will only offer a tenancy to those who can provide evidence to confirm:

- they have UK or EU citizenship
- they have been granted indefinite or limited leave to remain in the UK
- they have applied for an extension of their leave to remain if it has expired

4.2 We will not offer an Assured tenancy to an applicant who has been granted limited leave to remain in the UK, or who can provide evidence to confirm they have applied for an extension of their leave to remain in the UK if it has expired. We will instead offer an assured shorthold tenancy.

4.3 If tenants or prospective tenants aren't happy with the length of tenancy or the type of tenancy offered, we'll follow our Complaints Policy. We must make sure we let homes quickly and efficiently. Therefore, we will not hold an offer of accommodation during the complaint. We will offer advice and assistance in these circumstances.

4.4 We want tenants to maintain their tenancies successfully and prevent unnecessary evictions. We offer appropriate advice and support to help tenants meet the conditions of their occupancy agreements and remain in their homes. We offer financial and digital

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inclusion support or may refer to another specialist agency, to accommodate any financial needs.

- 4.5 All rights and responsibilities are set out in the occupancy agreement. The terms of the agreements vary according to the type of agreement and when the agreement was granted. Our occupants must keep to the terms and conditions of the occupancy agreement, otherwise they could lose their home.
- 4.6 We will be explicit about the conditions for ending a tenancy at tenancy sign up, and subsequent tenancy reviews.
- 4.7 In deciding on appropriate forms of tenure and offers of housing, we take into account the needs of households who are vulnerable. We refer and signpost vulnerable tenants in general needs housing to external support services to get the help they need. We offer independent living accommodation, as well as adapted homes and homes designed for people with disabilities.
- 4.8 We will work with partners to safeguard children and vulnerable people.
- 4.9 Under 18s cannot legally hold interest in land. We may provide accommodation by granting a licence (personal permission to occupy premises) or an Agreement for Tenancy. A full tenancy can then be granted to the minor when they turn 18.
- 4.10 We evict tenants as a last resort, only when we have exhausted all options to tackle breaches of the tenancy, unless the breach is so significant that other options are not viable. We'll work with our tenants to help them find solutions and avoid eviction. We alert Social Services and other agencies as early as possible in the eviction process, and in line with our Data Protection Policy and Vulnerability Policy, where we identify a household member is vulnerable.

5.0 Assured Tenancies

- 5.1 We will offer periodic assured non-shorthold tenancies to:
- New tenants
 - When an existing RHS social or affordable rent tenant with an assured tenancy, moves to another of our social or affordable rented homes
 - When a social or affordable rent tenant of another private registered provider or Local Authority, with an Assured or Secure tenancy, moves to one of our social or affordable rented homes.
 - Those moving internally into one of our Independent Living schemes who have an existing assured tenancy
- 5.2 We issue a 12-month fixed-term starter tenancy to new tenants moving into our Independent Living accommodation unless the tenant has an existing RHS assured or secure tenancy. The starter tenancy will convert to a full assured tenancy at the end of this period, unless RHS has taken steps to end the tenancy or agreed to extend the shorthold period.

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6.0 Starter Tenancies

- 6.1 Previous to 30 November 2024, we offered new tenants a starter tenancy (unless they already held an assured or secure tenancy with us, or another social landlord). A starter tenancy is a weekly periodic assured shorthold tenancy, for an initial period of 12 months.
- 6.2 The terms and conditions are set out in the tenancy agreement. If you manage your starter tenancy successfully, it will automatically become an assured (lifetime) tenancy at the end of the 12-month starter period.
- 6.3 We'll consider ending a starter tenancy if you breach it. If the breach is minor, we may extend the starter tenancy for six months at any time. We'll outline the reasons for extending or ending the starter tenancy. If you wish to appeal our decision, we must receive this within 10 working days of our decision to end or extend your tenancy.

7.0 Fixed Term Assured Shorthold Tenancies

- 7.1 We no longer issue fixed term tenancies to new tenants, but some tenants will still have this tenancy type.
- 7.2 Appendix I sets out, how we will assess our remaining fixed term tenancies at the end of their fixed term and when we may offer a new Assured tenancy, within their fixed term.

8.0 Other tenures

- 8.1 We let our Market Rent properties on a contractual periodic Assured Shorthold tenancy (periodic or fixed term).
- 8.2 A possession order cannot be made to take effect within the first six months and the tenant may not terminate the tenancy for a least six months without our consent, unless there is a severe breach of tenancy. Once the minimum term of six of months has expired, the tenancy will run on a month-by-month basis, until written notice is given by us or the tenant.
- 8.2 For non-residential units such as garages, parking spaces and sheds, we will use a Licence agreement to allow occupation without any security of tenure.

9.0 Joint Tenancies

- 9.1 A joint tenancy is where two or more people (legally up to four) have signed the tenancy agreement. Our Joint Tenancy Policy outlines our approach.
- 9.2 With joint tenants:
- Each tenant has the right to occupy the property
 - A tenant cannot exclude the other tenant(s), unless they get an Occupation Order under the Family Law Act 1996
 - Each tenant is jointly and severally (individually) liable for the tenancy and the rent - this means all are responsible for the whole tenancy
- 9.3 We will grant a joint tenancy to new tenants where the nomination, referral, or direct application is made by a couple, and they meet our eligibility criteria.

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- 9.4 We will not grant joint tenancies to family members other than partners, civil partners, or spouses, unless exceptional circumstances apply.
- 9.5 Where a sole tenant asks to add a joint tenant to their tenancy, we'll consider the request based on the individual circumstances. Applicants do not have a right to a new joint tenancy. Examples of considerations we will take into account when making our decision may include, but not be limited to:
- The type of tenancy agreement already held
 - Our eligibility criteria
 - Whether there has been a previous succession
 - Any tenancy breaches or tenancy management concerns
- 9.6 Where a joint tenant requests to be removed from the tenancy, we will consider this based on their statutory rights and any rights set out in your tenancy agreement. Rights will vary depending on the type of tenancy agreement held.
- 9.7 In domestic abuse cases where one tenant ends the tenancy, we may offer a tenancy to the remaining tenant if they are eligible for our homes. They must require the size and type of accommodation and will be financially assessed, in line with our Housing Options Policy.

10.0 Squatters and illegal occupiers

- 10.1 A squatter is a trespasser who is someone who has entered or remained on the property without the consent of the person entitled to possession, i.e. the tenant, or landlord.
- 10.2 An illegal occupier is a person who entered the property with the consent of the tenant and remains there following termination of the tenancy. This will include for example:
- Unlawful subletting
 - A person remaining in the property following the death of tenant who has no entitlement to succeed the previous tenancy
 - A person who was an assured joint tenant, but the other party gave us notice to quit to end the tenancy
- 10.3 We will take action to evict illegal occupants from our property. Squatting is a criminal offence and those people risk being arrested if they do not leave our property.

11.0 Appeals

- 11.1 If an applicant wishes to challenge a decision on our decision about a tenancy change, they can do so in writing by email or letter. This must be within 10 days of the decision.
- 11.1 The appeal must set out why they feel the decision is not justified. The Operations Director (OD) will review the decision and will only uphold the appeal if they find that legal requirements or RHS policy criteria are not met.

12.0 Legislation & Policies

- Localism Act 2011
- Housing Act 1985, 1999 & 2004
- Landlord & Tenant Act 1985
- ASB Crime & Policing Act 2014
- Succession Policy

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- Joint Tenancy Policy
- Housing Options Policy
- Regulator for Social Housing: Consumer Standards

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13.0 Appendix I - management and conversion of fixed term tenancies - social and affordable rent homes (general needs and sheltered)

RHS no longer usually issues fixed term tenancies for new tenants, but we still have some tenants on fixed term tenancies.

If you are managing your fixed term tenancy appropriately and complying with the terms of your tenancy agreement, we will convert your tenancy to an assured (lifetime) tenancy. This may take place during the assessment period towards the end of the fixed term tenancy or while you are still within the fixed term of your tenancy.

We may offer you a new tenancy of a different property if the home you are in, is no longer appropriate for you.

In the following circumstances we will not convert your existing tenancy or offer you another tenancy:

- There has been a persistent or serious breach of tenancy
- There are arrears of more than eight weeks rent
- There is evidence of tenancy fraud or illegal subletting
- The property is not being occupied as the only principal home.

We'll make a decision at least six months before the end of the fixed term as to whether we'll renew the tenancy as an Assured tenancy or we'll recover possession, unless enforcement action is taken sooner.

At least six months before a fixed term tenancy ends, we'll give you a 'minded to' notice stating that either we propose to grant another tenancy on expiry of the existing fixed term or that we propose to end the tenancy.

Where we are not offering a new tenancy at the end of the fixed term, we will provide reasons for our decision. We will provide advice and where appropriate work with other agencies to maximise opportunities for you to find accommodation elsewhere and provide details of how the decision can be appealed.

You will have the right to appeal against a decision not to grant another tenancy on the expiry of the fixed term. We will advise you of your right to appeal when we send you the 'minded to' notice. Tenants will have the right to appeal our decision within 21 days of the service of the 'minded to' notice.

Appeals will be considered by our Operations Director. An appeal will consider any new information alongside the evidence considered at the original decision. If the appeal finds that the original decision was not made in accordance with our Policy, the decision will be overturned.

Where a decision is made not to renew the tenancy, we may use the range of powers available in line with the tenancy agreement and the law to bring the tenancy to an end.