



Tenancy Policy

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Tenancy Policy

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1. What is the purpose of this Policy?

- 1.1 This policy reflects the requirements of the Regulator of Social Housing, Tenancy Standard 2012, and has regard to Oldham Metropolitan Borough Council's (OMBC) Tenancy Strategy and Allocations Scheme.
- 1.2 The policy sets out our approach to making the best use of available housing, ensuring that our lettings are compatible with the purpose of available housing and how we contribute to OMBC's strategic housing function and the creation of sustainable, thriving communities.

2. Policy Details

2.1 How we offer Tenancies

- 2.1.1 Initially, we will usually make a provisional offer of a tenancy utilising the Oldham Allocations Policy. This offer is made in advance of FCHO making relevant pre-tenancy checks which will determine whether we can make a full offer of a tenancy with us. In some circumstances we will withdraw the offer of a tenancy. These are set out in Appendix A.
- 2.1.2 Where a prospective tenant is considered to be at risk of being unable to sustain a tenancy, we may place a requirement on them to engage with support or put other measures in place. These are additional letting conditions and are set out in Appendix A.

2.2 The Types of Tenancy We Offer

- 2.2.1 We offer tenancies or terms of occupation which are compatible with the purpose of available housing, the needs and circumstances of individual households, the sustainability of the community and the efficient use of our housing stock.
- 2.2.2 Our tenancy agreements meet all applicable statutory and legal requirements in relation to the form and use of the agreement or terms of occupation.
- 2.2.3 We offer a one year probationary tenancy to most households. We may review the conduct of that tenancy and end it, extend it to 18 months in duration or offer a 5 year assured shorthold fixed term tenancy. We may, if the household contains persons under the age of 35, offer a fixed term of 2 years. Where an applicant is accepted as being the victim domestic violence under the Secure Tenancies (Victims of Domestic Abuse) Act 2018 then FCHO will provide them with a lifetime tenancy.
- 2.2.4 A tenant transferring into FCHO from another housing association or social landlord will normally be offered a tenancy commensurate with the types of tenancies that we offer other households. Where a household transfers within our stock we may offer a fixed term of 2 years where the tenant is under the age of 35.
- 2.2.5 We are clear in this policy about the circumstances where we may offer a fixed term of less than 5 years. Refer to Appendix B.

2.3 Ending a Tenancy

2.3.1 FCHO will use a Notice to Quit where security of tenure is lost. FCHO will normally use a Section 21 notice to end fixed term tenancies. FCHO may also use Grounds for Possession from Schedule 2 of the Housing Act 1988 to end tenancies. Our tenancy agreement provides information on how we may end a tenancy.

2.3.2 A '**Section 21** Notice of Possession' operates under **section 21** of the **Housing Act 1988**, it is the legal eviction notice a landlord can give to a tenant to regain possession of a property at the end of an Assured Shorthold Tenancy. Proceedings pursuant to a Section 21 Notice provide that a District Judge must normally grant an outright possession order.

2.4 Offering a Further Fixed Term Tenancy

2.4.1 The conduct of 1 year, 2 year and 5 year fixed term tenancies will normally be reviewed prior to the end of the fixed term, to decide whether a further fixed term should be granted to the tenant.

2.4.2 We take into account the needs of households who are vulnerable by reason of age, physical disability, illness, mental health and households with children. FCHO seeks to offer its tenants a reasonable degree of stability and will normally grant a further fixed term in general needs housing provided that a tenant still requires that property type, has not breached their tenancy conditions and that no one residing at or visiting the property has engaged in conduct likely to cause a nuisance. The additional exceptions where a further fixed term may not be supplied or where a tenancy of another property may be offered are detailed in Appendix C.

2.5 Right of Succession

2.5.1 Our Tenancy Agreement sets out where there is a right of succession. There can only be one succession in the life of a tenancy.

2.6 Right to Exchange

2.6.1 Our Tenancy Agreement sets out where there is a right to exchange. The right is subject to our prior written consent. Tenants are however, unable to exchange within the probationary period. We will only withhold consent on specified grounds which can be found at Appendix D. In addition to the right to exchange we also provide free access to internet based mutual exchange services.

2.7 Right to Assign

2.7.1 Certain tenants are given a right to assign their tenancy to a person who would be eligible to succeed the tenancy upon their death. This cannot be done without our prior consent or a Court Order. Further details on this right may be found within relevant tenancy agreements.

2.8 Decants

2.8.1 We may provide alternative, or respite accommodation to residents. This will only be where we are unable to carry out works whilst occupants remain in situ or where there are confirmed health and safety reasons that result in the property being unfit for habitation. A tenant remains, at all times, a tenant of their primary home and is responsible to continue to make payment of rent for that home.

2.9 Offering Support

- 2.9.1 We are proud of the fact that every tenant has a named Neighbourhood Officer. We offer 24 hour a day access to online services as well as services by telephone through our dedicated Customer Service Centre, face to face through our offices or through staff working throughout Oldham and via one of our many partners.
- 2.9.2 We provide online and face to face advice and assistance to tenants on finding alternative accommodation in the event that we decide not to grant another tenancy. We can provide specialist housing support to those that need it and signposting and referrals to agencies we collaborate with.
- 2.9.3 FCHO supports OMBC in the discharge of its homelessness duties and provides accessible services aimed at preventing homelessness and interventions to sustain tenancies. That includes drop in and appointment based face to face advice provision. We also operate a system of triage for those applying for housing to determine if and at what level of support may be useful to tenants.

2.10 Letting Properties at an Affordable Rent and other rent products

- 2.10.1 Properties may be let at an Affordable Rent pursuant to an agreement with the Regulator of Social Housing. We may charge an Affordable Rent even if it is higher than the Local Housing Allowance level.
- 2.10.2 We may from time to time offer other rent products to customers.

2.11 Fraudulent Applications and subletting

- 2.11 We carry out investigations where we suspect fraud or where potential fraud has been reported to us. Our Community Legal Service may carry out anti-fraud checks and visits where we may film and record events. We also work with OMBC and the police to investigate and prosecute fraud and we use a variety of anti-fraud tools to prevent loss or misuse of social housing assets.

2.12 Roles and Responsibilities

- 2.12.1 It is the responsibility of everyone at FCHO to adhere to this policy and for colleagues to carry out their roles and delegated duties in accordance with their contractual obligations and policies of FCHO.

2.13 Complaints and Reviews

- 2.13.1 Applicants and customers who are dissatisfied with any aspect of this policy, about the length of fixed term tenancy offered and the type of tenancy offered, or service provisions, have the opportunity to make a complaint pursuant to the FCHO Customer Feedback Policy which can be found online at our website.
- 2.13.2 Applicants and customers may also seek a review of FCHO's decision:-
- To withdraw a provisional offer
 - Not to grant another tenancy on the expiry of the fixed term.
- 2.13.3 When we make a decision that has a right of review we will inform tenants of the process at the time the decision is conveyed.

2.11.4 Any provisionally offered properties that have been withdrawn will not be held pending the outcome of a review and the customer will be deemed ineligible for any further property offers from FCHO unless and until a review decision is made in their favour.

3. Legislative or other Guidelines

3.1 This policy will be updated to reflect and comply with changes relevant law and the Regulator of Social Housing regulatory framework.

3.2 Relevant Legislation:

- Equality Act 2010
- Localism Act 2011
- General Data Protection Regulations 2018
- Housing Act 1988
- Housing Act 1985
- Housing and Planning Act 2016
- Welfare Reform and Work Act 2016
- Homeless Reduction Act 2018

4. Links to First Choice Home's Strategic Plan

4.1 Landlord: Excellent landlord services

This policy sets out clearly how we will offer tenancies and the types of tenancy we will offer. It also sets out how matters within the tenancy period will be dealt with including ending a tenancy and offering further fixed terms.

4.2 Community: Create thriving communities

We understand the importance of stable settled communities; this policy enables us to make best use of our stock whilst ensuring our tenants can remain in their home for as long as the tenancy is sustainable and the property suitable.

4.3 Development: Build desirable homes

This policy enables us to make best use of our stock.

MONITORING, APPROVAL AND REVIEW	
Lead Officer / Author	Joanne Griffin, Assistant Director of Neighbourhoods
Version Nu/Date	No 4 21/5/2018
Version Notes	This is the amalgamation of the Tenancy, Eligibility, Decant, Succession and Assignment policies
Consultation	Legal, Housing Advice, Leadership Team. This policy is an amalgamation of previous policies.
Equality Analysis	Separate EIA exist for each.
Approved by	Board 29 th May 2018
Policy Review	Every 12 months, May 2019
Electronic File Location	Hub/Website/Policy folder
Copy available from	Joanne Goodall, Governance and Corporate Support Manager

Appendix A

1. PROVISIONAL PROPERTY OFFERS

1. How to make an application and how to bid for housing is detailed within The Oldham Council Allocations Policy, anyone can register for rehousing by visiting www.mymoveoldham.co.uk website.
2. Provisional offers apply to new applicants and existing customers wanting to transfer.
3. A property offer is made on a provisional basis until all verification and pre-tenancy checks have been completed.

2. PRE-TENANCY CHECKS

FCHO may use the following checks or other relevant checks to determine eligibility:

- Identification of all people listed on the application
- Right to Rent checks.
- Proof of income, including three months bank statements.
- A credit check.
- References.
- Police checks.
- Checks with medical professionals.
- Affordability check.
- Personal circumstances and indicators of vulnerability
- Anti-fraud checks

Probable vulnerability indicators that may impact on sustainability could include: -

- Drug/alcohol and/or other addiction problems e.g. gambling
- Learning difficulties including problems with literacy and/or numeracy
- Severe/multiple debt problems (even if the property was deemed affordable)
- Recently been in temporary or supported accommodation
- Homelessness
- Domestic violence/abuse
- Mental health condition
- Currently in rent arrears/threat of eviction/possession
- 16/17 year old and/or care leaver
- Families with multiple or complex needs

Any applicant determined to be vulnerable, in one of the listed categories and in receipt of Universal Credit should also be referred to Income Collection to ensure that an Alternative Payment Arrangement (APA) has been applied for.

If the applicant is classed as being at risk this does not necessarily deem them as unsuitable for re-housing. Tenancies may be offered subject to specific lettings conditions, all conditions are subject to FCHO discretion: -

- Applicant is able to provide a rent guarantor.
- A statutory service provider agrees to underwrite the rent.
- A third party will enter into a Direct Debit arrangement on behalf of the applicant.

3. ADDITIONAL LETTINGS CONDITIONS

Applicants must agree to these conditions for a property to be offered: -

- 2 weeks rent in advance must be paid at the point of sign up.
- All applicants will be required to pay their rent and any other charges by an electronic direct debit transfer in advance.
- All applicants should have an account from which a direct debit can be set up.
- Applicants at risk of not sustaining a tenancy will be required to complete either an online or face-to-face tenancy training course.
- Applicants may also be required to engage with a Support Worker in order to complete an assessment of their support needs

4. WITHDRAWAL OF PROVISIONAL OFFERS

In some cases applicants may be classed as ineligible and deemed too high risk to sustain a tenancy and any provisional offer that has been made will be withdrawn. In these cases the reason for the property withdrawal will be explained and alternative re-housing advice will be offered. A provisional offer may be withdrawn in line with the criteria defined within OMBC's Allocations Policy and for any or all of the reasons stated below.

- An applicant does not have sufficient income available to them to meet the costs of the rent and maintaining the property that has been provisionally offered.
- The applicant refuses to attend the required tenancy training course or misses a pre-arranged training session.
- Refusal to engage with a Support Worker in order to complete the required needs assessment.
- Refusal to agree to a credit check or to provide previous addresses for the purposes of landlord referencing.
- Refusal to give authorisation for a police check when an unspent conviction has been indicated.
- If the applicant is unable to provide the information/documentation required in order to carry out checks or sign up.
- An appropriate care or support package that will enable the applicant to live independently and sustain their tenancy is not available.

Where there is unacceptable behaviour by the applicant or a member of their household that would be serious enough to make them unsuitable to be a tenant of FCHO. This can include the following: -

- Causing nuisance or annoyance to neighbours or visitors.
- Paying money illegally to obtain a tenancy.
- Abandoning a previous property.
- Committing certain criminal offences in or near the property and still posing a threat to the community.
- Owing rent arrears.

Applicants that have former tenancy arrears owing will not normally qualify for a property offer until all the arrears have been cleared. This includes recharges and court costs.

FCHO does recognise that there may be occasions when an applicant with arrears may need re-housing due to exceptional need, including where the Local Authority owes a statutory duty. These situations will be resolved by use of management discretion and reviewed by the Risk Assessment Panel; all such cases will be recorded. The following are examples of exceptional circumstances, this list is not exhaustive: -

- Applicants with a very serious assessed medical need for immediate rehousing or those awaiting discharge from hospital.
- Applicants whose current accommodation is inappropriate for their assessed needs and there is an imminent risk of exploitation, abuse or significant loss of daily living skills.
- Applicants who are unintentionally homeless, or about to be homeless and in a category of priority need.
- Where a member of the household requires adaptations and their present home is not adaptable due to cost or structural issues identified by the community occupational therapy / adaptations

Any applicant in exceptional housing need must still meet the following arrears criteria, unless agreed by an Assistant Director or Director, to qualify for a property offer: -

- Have no more than one arrears or recharges account with FCHO or any other housing provider.
- All applicants with an arrears/recharges account must have reduced this account by at least 50%.
- There must be current arrangement to pay the remainder of the arrears/recharges in place and this must be by direct debit transfer.
- The arrears/recharges must total £500.00 or less at the time that the offer is due to be made and normally at least 12 consecutive payments have been made.

Applicants should note that FCHO have the right to prioritise the offering of properties to applicants that do not owe any housing related debt.

Non-housing related debts will also be reviewed as part of the pre-tenancy checks. Any applicant without a payment plan in place for recoverable non-housing related debts will be automatically ineligible until a payment plan has been arranged; this will be reviewed as part of the affordability assessment to determine eligibility.

Appendix B

The below are examples of where we may offer a fixed term tenancy of less than five years.

- Where a customer is under the age of 35
- Where a property is being used for a specific time period e.g. use by a student studying in the locality
- Where the property has adaptation suitable for the prospective tenant
- Where the prospective tenant or members of their household have specific support needs such as Supported Housing
- Where a property is let on a shared basis
- Where someone has limited leave to remain in the UK
- Where the prospective tenant has a high risk of being unable to sustain a tenancy
- Where we plan to carry out regeneration or demolition work
- Where there is any other identified business need or where the law permits it

Appendix C

The additional exceptions where a further fixed term may not be supplied or where a tenancy of another property may be offered are:

- The household composition has changed and the property is under occupied or over occupied.
- The property is no longer suitable because the adaptations in the property are no longer required or are not suitable
- The property was let as a joint tenancy and the tenant who met the age criteria at the time no longer lives there and the remaining occupants do not meet the age criteria
- Where the property is designated as supported housing and that support is no longer required

Appendix D

The FCHO Grounds for withholding consent to mutually exchange are: -

Ground 1 - The tenant or the proposed assignee is subject to a possession order.

Ground 2 - Proceedings have been begun for possession of the property of which the tenant or the proposed assignee is the tenant (this includes service of a notice seeking possession).

Ground 3 - Either the tenant or the proposed assignee are subject to an injunction order applied for under the Anti-Social Behaviour Crime and Policing Act 2014 or any other similar provisions from time to time in force.

Ground 4 - Either the tenant or the proposed assignee are subject to a closure notice or closure order.

Ground 5 - The accommodation afforded by the property is substantially more extensive than is reasonably required by the proposed assignee.

Ground 6 - The extent of the accommodation afforded by the property is not reasonably suitable to the needs of the proposed assignee and their family.

Ground 7 - The proposed assignee's occupation of the property would conflict with our charitable the objects.

Ground 8 - The property has adaptations to make it suitable for occupation by a physically disabled person who requires that type of accommodation and if the assignment were made there would no longer be such a person residing in the property.

Ground 9 - The property is normally used as temporary accommodation for those seeking homelessness assistance.

Ground 10 - The property is required for redevelopment or demolition.