



# Tenancy Policy

## January 2024

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## Tenancy Policy

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## **1 Policy Purpose**

- 1.1 This policy addresses the requirements of the Regulator of Social Housing (RSH) Tenancy Standard and has regard to the Local Authorities Allocations Schemes in all areas where First Choice Homes Oldham (FCHO) stock is located.
- 1.2 This policy sets out FCHO's approach to managing tenancies in a fair, transparent, and efficient way.

## **2 Policy Details**

### **2.1 Co-operative approach to housing need**

- 2.1.1 FCHO co-operates with Local Authorities and supports their obligations to meet identified local housing needs. This includes assistance with homelessness duties and their Allocations Policies.
- 2.1.2 Full details of how FCHO consider applications for housing are set out in the Lettings Policy.

### **2.2 Tenancy types and transfers**

- 2.2.1 FCHO offer tenancies or terms of occupation which are compatible with the needs of customers, that provide the stability and longevity needed to sustain employment and meet customers aspirations.
- 2.2.2 FCHO ensure that relevant tenancy agreements are reviewed annually against applicable statutory and legal requirements.
- 2.2.3 FCHO offer one-year probationary tenancies to most general needs applicants. At the expiry of the probationary period FCHO may review the conduct of that tenancy and either end the tenancy, extend it to 18 months in duration or automatically transfer the customer to an assured tenancy. In accordance with the Secure Tenancies (Victims of Domestic Abuse) Act 2018, victims of domestic abuse will be offered an assured tenancy, without the requirement for a probationary period.
- 2.2.4 FCHO will extend the probationary period up to 18 months if the new customer has not conducted the tenancy in a satisfactory manner, such as:
  - Has not paid their rent on time, and has rent arrears.
  - Has breached their tenancy by causing noise or nuisance to others which has been identified as Anti-Social Behaviour.
  - Is being investigated for tenancy fraud.
  - The property has not been kept to an acceptable standard or there is damage/ DIY within the property.
- 2.2.5 FCHO also offer shared ownership lease arrangements and rent to buy tenancies, full details of which are set out in the Shared Ownership Policy.

- 2.2.6 FCHO offer one-year fixed term tenancies for rent to buy properties in line with Homes England guidance detailed in the Rent To Buy policy.
- 2.2.7 A customer moving within FCHO stock or transferring from another housing association or social landlord will be offered a tenancy commensurate with their existing tenancy type. This also applies to customers who move within FCHO stock because of demolition or redevelopment.
- 2.2.8 FCHO will carry out pre-tenancy checks for all customers transferring to a new property as though they are new customers as detailed in the Lettings Policy.
- 2.2.9 Where a customer has a preserved right to buy and moves to another FCHO general needs property, the customer will retain their preserved rights.
- 2.2.10 Where a customer has a preserved right to buy and moves to a property that has been offered under the Rent to Buy or Shared Ownership scheme, they will lose their preserved rights.

### **2.3 Ending a Tenancy**

- 2.3.1 All FCHO customers are required, where appropriate, to give 28 days' notice of their intention to leave their home. In some circumstances this may be reduced or waived (e.g., where the customer is deceased).
- 2.3.2 FCHO will use a Notice to Quit where security of tenure is lost, this will give the customer 28 days' notice of the intention to seek possession of the property. This type of action is only used where necessary, for example, customers not handing their keys back to FCHO, properties that are abandoned and failed successions. FCHO may use a Section 21 notice (subject to the conditions of the Coronavirus Emergency Legislation 2020) to end a probationary tenancy. Grounds for Possession from Schedule 2 of the Housing Act 1988 may also be used to take action to end tenancies. All tenancy agreements provide information on how FCHO may end a tenancy.
- 2.3.3 A Section 21 Notice operates under Section 21 of the Housing Act 1988 considering the extra conditions set out in the Coronavirus Emergency Legislation 2020. 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 Right of Succession**

- 2.4.1 All tenancy agreements set out where there is a right of succession. FCHO provide an additional second succession opportunity to stock transfer customers if they had already succeeded a tenancy prior to stock transfer, otherwise there can only be one succession in the life of a tenancy.
- 2.4.2 Where succession rights are exhausted FCHO will consider the personal circumstances of a household and may support an application for that household to remain in the property or, where under occupying, offer support to source suitable alternative accommodation.

- 2.4.3 Successions are only granted where the person succeeding the tenancy can evidence that they have lived at the property for 12 months prior to the death of the customer, and that the property is their only or principal home.
- 2.4.4 Where a 16/17-year-old is the only person able to succeed the tenancy, the tenancy will be held in trust by an appropriate adult or statutory service, until the minor turns the legal age of 18.
- 2.4.5 Appendix B shows the types of evidence that will be accepted in the event of a succession.

## **2.5 Right to Exchange**

- 2.5.1 FCHO tenancy agreements set out where there is a right to exchange. The right is subject to prior written consent for FCHO customers exchanging their property with a customer from another Registered Provider and customers are not permitted to exchange within their probationary period. FCHO will only withhold consent on specified grounds which can be found at Appendix A. In addition to the right to exchange, FCHO also provides free access to internet based mutual exchange service, [www.homeswapper.co.uk](http://www.homeswapper.co.uk)

## **2.6 Right to Assign**

- 2.6.1 Certain customers 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.
- 2.6.2 There is a criterion that must be satisfied for consent to be given, and this cannot be carried out if the customer cannot evidence that they have lived in their property for more than 12 months. The assignee must also evidence that they have resided at the property for the last 12 months prior to the request being made.

## **2.7 Decants and Management Moves**

- 2.7.1 At times FCHO may provide alternative accommodation or hotel accommodation on a temporary basis. This will usually be due to FCHO being unable to carry out works whilst the customers remain in their home, or where there are confirmed health and safety reasons that result in the property being unfit for habitation. This is not an exhaustive list, and all situations will be reviewed on a case-by-case basis.
- 2.7.2 If a customer is decanted to a hotel, then all meals will normally be included. Where food is not available at the hotel a disturbance value of £15 per person per day will be paid to the customer, to compensate for the lack of food preparation and cooking facilities.
- 2.7.3 If a customer is decanted to another property they remain, a tenant of their primary home and are responsible for the continued rent payments for that home. If a customer is unable to stay in their current home for any reason, then they will be assessed using the management move criteria that is set out in the Decant and Management Move process.

## 2.8 Advice and Assistance

2.8.1 FCHO offer every customer a named Neighbourhood Co-ordinator and can also provide advice and assistance to customers, including referrals and signposting to partner agencies. FCHO offer a range of ways in which customers can access advice and assistance:

- **Online** – [www.fcho.co.uk](http://www.fcho.co.uk)
- **By phone** – 0161 393 7117 - our lines are open from 9am to 5pm, Monday to Friday
- **By post** – FCHO Tellus, First Place, 22 Union Street, Oldham, OL1 1BE
- **Our office** – First Place, 22 Union Street, Oldham, OL1 1BE, current opening hours can be found on the website.

## 2.9 Letting Properties at an Affordable Rent and other rent products

2.9.1 Properties may be let at an affordable rent pursuant to an agreement with the Regulator of Social Housing. FCHO may charge an affordable rent even if it is higher than the Local Housing Allowance level.

2.9.2 FCHO may from time to time offer other rental products to customers.

## 2.10 Fraudulent Applications, Subletting and enforcement

2.10.1 FCHO carry out investigations, where fraud or potential fraud is suspected or has been reported. The Community Legal Team may carry out anti-fraud checks and visits and may film and record events. FCHO also work with local authorities and the National Anti-Fraud Network, alongside the police to investigate and apprehend fraudsters. A variety of anti-fraud tools are used to prevent loss or misuse of social housing assets.

2.10.2 Any information that is obtained or provided regarding the personal circumstances of households (in particular those who are vulnerable by reason of age, physical disability, illness, mental health and households with children), will be taken into account in the lettings and enforcement processes.

## 2.11 Complaints and Reviews

2.11.1 Customers who are dissatisfied with any aspect of this Policy have the opportunity to make a complaint pursuant to the Complaints Policy which can be found on our website.

## 3 Monitoring Performance

3.1 This Policy will be monitored by the Head of Tenancy and Neighbourhood Services and will be reviewed every three years.

3.2 The following performance measures will be monitored:

- Mutual Exchanges conducted within timescales.
- Assignments and Successions conducted within timescales.
- % of new tenancies automatically converting to Assured tenancies
- % of Stock Turnover

## 4 Legislation and other Guidelines

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

- Equality Act 2010
- Localism Act 2011
- General Data Protection Regulation 2018
- Data Protection Act 2018
- Housing Act 1988
- Housing Act 1985
- Housing and Planning Act 2016
- Welfare Reform and Work Act 2016
- Homeless Reduction Act 2018
- Secure Tenancies (Victim of Domestic Abuse) Act 2018
- Coronavirus Emergency Legislation 2020
- Fit for Habitation Act 2018

## **Appendix A – Grounds for Withholding Consent for Mutual Exchanges**

### **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 is 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 is 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.

## Appendix B – Proof of residency documents

To succeed a tenancy, the potential successor must provide evidence that they have lived at the property for at least 12 months prior to the death of the customer.

The types of documents that FCHO will accept as evidence are listed below (this is not an exhaustive list). The evidence should state the potential successors name and cover the correct 12 months.

- Bank Statements.
- Utility Bills.
- Council Tax Bills.
- Any Government or DWP letter.
- Any proof of any benefits being paid.
- A letter from a UK Government or Local Council.
- Letters from statutory organisations and health professionals dated during the previous 12 months.

Where the eligible person has just turned 18 years of age and may not have the above documentation then we will accept the following (this is not an exhaustive list and cases will be dealt with individually):

- Confirmation from a statutory organisation that the person has lived at the address for 12 months prior to the customers death.
- Confirmation that benefits of any kind were being paid for the person for 12 months prior to the customers death.
- A letter from a doctor, dentist or other health professional advising that the person has resided at the property for at least 12 months prior to the customers death.