

## Tenancy Management Policy

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### Summary

Housing 21 is committed to providing high quality homes in a safe and inclusive environment for residents. This policy outlines our approach to tenancy management, support to sustain tenancies and how we tackle tenancy fraud. It includes:

- the types of tenancies we grant.
- how we support residents to sustain their tenancies and prevent unnecessary evictions.

This Policy applies to residents living in rented accommodation, it does not apply to those with Leasehold or Commercial agreements.

### Equality, Diversity and Inclusion

Housing 21 aspires to embed diversity and inclusion within all our organisational activities to enable these principles to become part of our everyday processes. We are committed to ensure that we will make reasonable adjustments to the policy to recognise, accommodate and support individual needs, and will aim to ensure that no individual group is discriminated against as a direct or indirect result of this policy.

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## 1. The types of tenancy we grant:

The types of tenancy that we use and the circumstances in which we use them are:

**1.1 Starter Tenancies:** These are Assured Shorthold tenancies that act as a trial tenancy for 12 months, occasionally this may be extended to 18 months. At the end of the Starter Tenancy providing possession action has not begun, the Starter tenancy will automatically become an [Assured Tenancy](#). Starter Tenancies have fewer rights than Assured tenancies- they do not have a right to transfer, mutual exchange or make home improvements. Starter Tenancies are given to new residents, to ensure they can maintain a healthy tenancy before being given an Assured tenancy with more rights.

**1.2 Assured (Non-Shorthold) Tenancies:** These are lifetime tenancies which can only be ended by the resident or a court order. Assured tenancies are usually granted as follows:

- Automatically at the end of successfully completing a Starter Tenancy or,
- To existing Housing 21 residents (Assured tenants) who are internally transferring, or
- To any new resident, who evidences that they were social housing tenants (with a lifetime Assured/Secure tenancy) on the day on which section 154 of the Localism Act 2011 came into force (01 April 2012) and have remained social housing tenants since.
- To residents moving to any property in Kent PFI (excluding George Culmer Court).

**1.3 Fixed Term Tenancies:** These are Assured shorthold tenancies for a fixed term period. They are used in George Culmer Court under our PFI contract with Kent County Council.

**1.4 Secure Tenancies:** These are the most secure form of tenancy and give residents additional rights as set out in [Part 4 of the Housing Act 1985](#). Since the Housing Act 1988 came into force Housing 21 can no longer grant Secure tenancies to residents, except for:

- New Residents in Oldham PFI, as part of our PFI contract with Oldham council.
- Existing Housing 21 residents with a Secure Tenancy that was granted prior to the Housing Act 1988, if they transfer to another Housing 21 property.

Where a resident is decanted permanently or returns to settled accommodation following regeneration, they will be granted a tenancy with no less security. See **Decant Policy**.

In addition, we also operate some Market Rent tenancies which are managed in accordance with our Market Rent Process.

## 2. Considering the needs of vulnerable residents

As a provider of accommodation for older people, Housing 21 recognises that many of our residents are vulnerable due to age, disability or illness. Our use of Starter Tenancies is intended to give assurance to residents that their home is safe and well managed. However, if the use of a Starter Tenancy was found to be detrimental to a resident as direct a result of a vulnerability, we would consider offering an Assured Tenancy as a reasonable adjustment with the approval of the Head of Service

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Our service model and on-site manager allows us to support residents to maintain a healthy successful tenancy. However, should legal action be required we are fully committed to ensuring compliance with the Public Sector Equality Duty (PSED), as set out in section 149 of the Equality Act 2010, particularly when initiating or progressing possession proceedings.

### 3. Managing Tenancies

Our operating model means most residents have an onsite manager, who builds a strong supportive relationship with them and acts swiftly to identify and address any issues. This helps residents to sustain their tenancies as well as allowing us to quickly identify and tackle fraud, see [Anti-Fraud, Bribery and Corruption Policy](#). In addition, we will complete:

**3.1 New Resident Settling in visits:** Will be completed within 4 weeks to ensure they have settled into the scheme.

**3.2 People and Property Visits** will be completed to:

- Identify any difficulties the customer may be experiencing in having a healthy tenancy.
- Inspect the condition of the property.
- Update our contact records and identify additional needs such as adaptations.

These will be completed, and data collected in accordance with our [Data Protection Policy](#).

### 4 Starter Tenancy Reviews

In addition to the [People and Property Visits](#), Starter Tenants will also have a:

- **9 Month Review** - carried out 9 months after the tenancy start date, to review the health of the tenancy and put in place any action plan, if needed.
- **Renewal Decision** - carried out 11 months from the tenancy start to decide either to:
  - Extend the Starter Tenancy.
  - End the Starter Tenancy.
  - Allow it to automatically convert to an Assured at the end of the starter period.

### 5. Fixed Term Tenancy Reviews

In addition to the [People and Property Visits](#), Fixed Term Tenants will also have:

- A formal **9 Month Review and Renewal Decision** - carried out 9 months after the tenancy start date, to review the health of the tenancy and put in place any action plan, if needed. Resulting in a decision to either:
  - Renew the Fixed Tenancy.
  - End the Fixed Tenancy

### 6. Renewal Decision:

Any decision to extend or end a Starter Tenancy (or end a Fixed Term Tenancy) will be carefully considered and proportionate using the Anti-social behaviour and Rent Arrears policies and the approval of a manager. We would usually end or extend a tenancy if:

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- The resident has failed to look after their home, or
- The resident is failing to pay any rent or other charges, or
- The resident is causing Anti-social behaviour such as (but not exclusively):
  - Criminal activity: e.g. drugs, prostitution, theft, hate crime and domestic abuse.
  - Abuse or using or threatening to use, violence.

**6.2 Extending a Starter Tenancy:** A Starter Tenancy can be extended once, by 6 months up to a maximum length of 18 months. The decision should be communicated to the resident in writing, with reasons for the decision and a right of appeal given.

**6.3 Ending a Starter or Fixed Term Tenancy:** Before any decision to end a tenancy is made, consideration should be given to our [Public Sector Equality Duty](#) and approval sought from a senior leader. The decision should be confirmed to the resident in writing, before the end of the Starter or Fixed Term period, with reasons for the decision, a right of appeal and housing options advice and assistance to find suitable alternative accommodation.

A Section 21\* notice will be served to end the tenancy in accordance with the Housing Act 1988. The Section 21 should:

- Give 2 months' notice to end the tenancy.
- Not be served on a Starter Tenancy any earlier than its 4-month anniversary.
- Not be served on a Starter Tenancy any later than its 12-month anniversary (or 18-month anniversary if it has been extended)

\*Note Section 21 is due to be abolished in 2025 by the Renters Rights Bill, Housing 21 will ensure all notices after this date remain compliant with the new legislation.\*

## 7. Public Sector Equality Duty (PSED)

The PSED is intended to eliminate unlawful discrimination, harassment, and victimisation and advance equality of opportunity between people who share a protected characteristic, such as disability, and those who do not. When making decisions that may lead to possession proceedings, Housing 21 will complete a **Proportionality Assessment** and take the following steps to comply with the PSED:

- Before initiating any possession proceedings, we will assess whether a resident or any member of their household has a disability, considering both physical and mental health conditions that could impact their ability to meet the terms of their tenancy.
- If a tenant or a household member has a disability, we will consider making reasonable adjustments to avoid placing them at a disadvantage. This could include additional support, offering alternatives to eviction, or adapting communication or service delivery.
- We will ensure that any decision to seek possession is proportionate response to the circumstances, or whether alternative steps, such as providing support or making reasonable adjustments, could avoid the need for eviction.
- A formal review of the PSED implications will be conducted before any decision to approve possession is made by a senior leader. This review will.

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 ○ document how the decision has considered the disability of the tenant or household member

- confirm that all reasonable steps including adjustments and support options have been explored and implemented where possible
  - ensure that all reasonable steps have been taken to avoid discriminatory impact.
- Throughout the possession process, Housing 21 will continue to monitor the impact of any actions on tenants or household members with disabilities. This ensures ongoing compliance with the PSED and helps identify any further adjustments or support.

## **8. Appeals**

Residents have the right to appeal within 14 days of being notified of our decision to either extend a Starter Tenancy or end a Starter or Fixed Term Tenancy. The appeal will be heard by the Company Secretary who will determine if the decision is reasonable, proportionate and in accordance with our policy. The outcome may include upholding our original decision or overturning it, or we may engage independent third parties or mediators to reach an outcome. The outcome will be shared with the resident in writing as soon as is reasonably practicable.

## **9. Succession**

Claims for succession of a tenancy following the death of a tenant, will be managed in accordance with the eligibility criteria set out in sections 86A, 88, 89 of [Housing Act 1985](#). Or for tenancies beginning after 1 April 2012 section 160 and 161 of the [Localism Act 2011](#) which limits succession to the spouse/partner of the deceased resident.

If the person claiming succession does not meet any of the statutory succession eligibility criteria and is already living at the property (e.g. a long-term carer for the previous tenant) and has vulnerabilities that will be impacted by not being able to remain there. Then, providing they meet our eligibility criteria in our [Letting Policy](#) we will consider granting a discretionary direct allocation in accordance with our [Managed Moves Guidelines](#).