



# TENANCY POLICY



## **1.0 POLICY STATEMENT**

- 1.1 The Social Housing (Regulation) Act 2023 sets out the requirements for a Tenancy Policy, that includes setting out the types of tenancies that will be granted.
- 1.2 Community Gateway Association (CGA) are committed to allocating and letting their homes in a fair and transparent way that considers the needs of their tenants and prospective tenants.
- 1.3 In developing this Policy CGA have considered the local circumstances within the geographical areas of its properties and the profile of tenants and applicants on their waiting list.
- 1.4 This Policy relates to the granting of various tenancy types across all stock in the ownership of CGA. It applies to all current and future tenants as well as leaseholders of the association. This Policy does not outline the arrangements for the allocation of the tenancy, but simply specifies the type of tenancy to be granted.
- 1.5 By adopting this Policy, CGA aim to deliver on these commitments and ensure they:
- Meet the individual needs of households;
  - Comply with all legal requirements and statutory requirements in relation to the type and use of tenancy agreements and terms of occupation;
  - Provide support to tenants to maintain their tenancy and provide appropriate advice and assistance when a tenancy ends;
  - Make best use of their housing stock to meet housing need for both individuals and the wider community;
  - Encourage and support eligible tenants to mutually exchange their homes;
  - Achieve value for money for its tenants.

## 2.0 **Introductory (Short-Term Assured) Tenancies**

- 2.1 Most new tenants in CGA general needs, sheltered and extra-care properties who have not transferred from another CGA tenancy or held a tenancy with another Registered Provider for a period of 12 months immediately before allocation of the new property will sign up to a Short Term Assured Tenancy Agreement, this is also known as a Starter Tenancy. However, some of our properties are let on either a fixed-term or licence agreement and this will be made clear prior to offer.
- 2.2 A Starter Tenancy will be issued for a maximum period of 12 months or a maximum period of 18 months where reasons for extending the probationary period have been given.
- 2.3 If the tenancy has been held satisfactorily the tenancy will transfer to a fully assured tenancy (an assured tenancy as set out in section 1 of the Housing Act 1988 which is not an assured shorthold tenancy).
- 2.4 If the tenant has been in breach of their starter tenancy agreement as a result of anti-social behaviour or serious rent arrears we may either:
- Extend the probationary period for a further period up to a total period of 18 months; or
  - End the starter tenancy.
- 2.5 If the starter tenancy is to be extended, the tenant can request a review of this decision, in these circumstances appeals and complaints will be dealt with through CGA's Complaints Procedure.
- 2.6 If the decision is taken to end the starter tenancy either after the initial 12 months or after any extension period, we will work closely with the tenant prior to the expiry of the initial term to provide signposting advice to the relevant

Local Authority department and or any other agencies that may offer support and advice.

- 2.7 Once the initial period has expired, a two-month Section 21 of the Housing Act 1988 notice will be served, this notice can be served at any time against a Short Term Assured Tenancy Agreement, however the matter cannot be brought before the County Court within the first six months of the agreement.
- 2.8 Appeals against a decision to serve a Section 21 of the Housing Act 1988 notice will be dealt with in line with CGA's Section 21 Review Procedure.
- 2.9 A Section 21 of the Housing Act 1988 notice will usually only be served where there is a significant breach of the tenancy during the starter tenancy period, and it would be a risk to the tenant or others and the association to convert to a full Assured Tenancy.
- 2.10 If a notice is served the tenant will be referred to the relevant local authority department for further support around housing options.

### **3.0 Licences**

- 3.1. As part of CGA's commitment to reducing homelessness, Licence Agreements are used for customers entering CGA stock through its Rapid Rehousing Project. The Licence Agreements are reviewed at three monthly intervals. A licence can be brought to an end by serving the appropriate notice.
- 3.2. The notice period will be no longer than 28 days and the licensee will have the right to request a review of the decision to serve notice. Appeals will be dealt with in accordance with our Starter Tenancy and Licence Review Procedure.
- 3.3. Notice to end a licence will be served where there has been a serious or multiple breaches of the licence agreement terms. If a notice is served the licensee will

be referred to the relevant geographical local authority's Housing Advice Service for further support around housing options.

3.4. Ending a Licence Agreement due to a breach of licence condition other than non-payment of rent will be dealt with through CGA's Anti-Social Behaviour and Hate Crime Procedure.

3.5. Ending a licence agreement for non-payment of rent will be dealt with through the Current Tenant Arrears Procedure following a full review of the circumstances with the Housing Services Team.

#### **4.0 Shared Ownership**

4.1. CGA are committed to promoting home ownership through the sale of properties on a shared ownership basis. There are a number of products available, and these will be tailored to meet both customer requirements and the financial viability of properties/schemes.

#### **5.0 Affordable Rents**

5.1 In line with our contract commitments for new homes funding with Homes England, CGA lets some homes at an 'affordable' rent level rather than a 'social rent'.

5.2 Homes which will be let at an affordable rent include:

- Any new development which received grant from the government specifically for affordable rent; and
- Up to 156 of homes which were converted to affordable rent as part of the funding agreement (known as 'conversions').

5.3 While we reserve the right to change the type of rent charged on a property when the property becomes empty and before it is relet, we will not convert the following properties to affordable rent:

- One bedroom flats;
- Housing designed for older people;
- Sheltered Housing;
- Supported Housing;
- Where the proposed tenant is transferring from another property on a social rent;
- Where the proposed property has been significantly adapted to meet the needs of a disabled tenant.

5.4 Homes to be let at an affordable rent level will be clearly identified as such when the property is advertised to prospective tenants.

## **6.0 Fixed Term Tenancies**

6.1 This term is used for all tenancies which are offered for a specific period of time, as opposed to a fully assured or secure tenancy (commonly called 'lifetime' tenancies).

6.2 CGA will only consider issuing fixed term tenancies for properties that have major adaptations or those which are being considered for future disposal due to sale, regeneration or demolition.

6.3 Fixed term tenancies will usually be offered for a minimum period of 2 years.

6.4 In exceptional circumstances, a shorter term may be offered of no less than 2 years (in addition to any probationary period). This may be offered when:

- Future disposal of the property is likely to occur in less than 5 years or

- A previous fixed term tenancy for an adapted property is re-issued and it is anticipated that changes to the family circumstances in less than 5 years will mean that the adaptations will no longer be needed.
  - When a tenant is moving into short stay supported housing where a Licence Agreement is unavailable or inappropriate.
- 6.5 Before offering a fixed term tenancy we will consider tenants individual circumstances in line with our Vulnerability and Reasonable Adjustments Policy.
- 6.6 We will not seek to end a fixed term tenancy before the end of the agreed fixed term unless the tenant is in breach of the tenancy agreement.
- 6.7 The tenant can end the tenancy at any time by providing CGA with 4 weeks' notice to quit.
- 6.8 To support tenants' long-term needs and aspirations, regular consultation will be carried out with those tenants on fixed term tenancies.
- 6.9 CGA will carry out a review of the tenancy at 24 months, 12 months and 7 months before the tenancy is due to expire in order to work together with the tenants and provide advice and assistance on long-term housing options, including signposting to independent housing advice where required.
- 6.10 If, in the case of properties on which major adaptations have been undertaken, the tenants' circumstances have not changed, and the adaptations are still required a further fixed term tenancy will be offered.
- 6.11 If at the end of any fixed term tenancy the adaptations are no longer required CGA will, in the majority of cases, offer the individual or family an alternative property which more closely meets their needs. This would be offered on a fully assured (lifetime) tenancy.

- 6.12 If the tenant had a history of anti-social behaviour or serious rent arrears, a further tenancy would not be offered, either at the existing property or any alternative suitable property. This would only apply if CGA were happy that this decision was reasonable and proportionate with all legislation.
- 6.13 If a fixed term tenancy was offered due to asset management reasons pending future disposal, CGA would consider the latest position on any disposal plans before deciding on whether to re-issue a further fixed term tenancy or offer an alternative property.
- 6.14 If a further tenancy is not to be offered, formal Notice of Seeking Possession will be served to the tenant 6 months before the end of the fixed term tenancy.
- 6.15 A referral to the local authority's Housing Advice Team will be made to assist the tenant with the future housing options.

## **7.0 Mutual Exchange**

- 7.1 Mutual Exchanges are welcomed not only within CGA's own stock but also for exchanges with tenants of other Registered Providers. (See Mutual Exchange Policy).
- 7.2 CGA will promote and provide support to tenants to help them easily access information and find a suitable match and we will publish details of all mutual exchange services we offer in our Mutual Exchange Policy, on our website and via our Mutual Exchange leaflet.
- 7.3 We will provide information to tenants who have identified a possible match on the implications for them on their security of tenure, their rent and service charges.



7.4 Mutual exchanges involving a swap between a fixed term tenant and a lifetime tenant will not normally be approved due to the limited type of properties which CGA will let on a fixed term basis.

## **8.0 Transfers and Moves**

8.1 Transfers will be processed in line with our Lettings and Termination Procedure.

8.2 Any tenant, who was a social housing tenant before 1 April 2012 (and has remained a social housing tenant since that date), who transfers to a new home will be offered a tenancy with no less security than their previous home whether with CGA or another landlord (this does not apply where tenants choose to move to accommodation which is let on an affordable rent basis).

8.3 Tenants on fixed term tenancies can apply for a transfer if they fulfil the criteria set out in CGA's Allocation Policy.

8.4 Where the transfer property offered is not compatible with the affordable rent criteria or fixed term tenancy criteria the tenant will be offered a lifetime tenancy on a social rent.

8.5 Where the transfer property offered is compatible with the affordable rent criteria but not the fixed term tenancy criteria, the tenant will be offered a lifetime tenancy at an affordable rent.

8.6 Where it has been necessary to move a tenant into a new home due to any redevelopment or other major works, we will offer a tenancy no less secure than the one that the tenant held on their previous property. This also applies to any temporary move.

## **9. Successions**

- 9.1 The limited circumstances under which CGA will grant a fixed term tenancy as set out in this Policy do not allow for discretionary succession rights to be granted for fixed term tenants in the same way as for lifetime tenants.
- 9.2 Tenants on fixed term tenancies will be entitled to statutory succession rights.
- 9.3 Requests for succession will be dealt with in line with our Succession, Assignment and Variation of Tenancy Procedure.

## **10. Under-occupation and Over-crowding**

- 10.1 CGA will seek to make best use of its housing stock and assist those tenants who are under-occupying or over-crowded.
- 10.2 By using our customer profiling information, we will identify those customers who are in unsuitable accommodation and will prioritise those who need it through our Allocation of Accommodation Procedure.
- 10.3 CGA will work with our partners in the Select Move scheme to aim to provide suitable accommodation where CGA has limited suitable stock.

## **11.0 Vulnerable Households**

- 11.1 CGA has considered the needs of vulnerable tenants when writing this Policy.
- 11.2 The following property types will not be offered on fixed term tenancies or affordable rents:
- Housing designed for older people
  - Sheltered Housing
  - Short-term Supported Housing

- Long-term Supported Housing

11.3 Consideration will be given to households who are vulnerable by reasons of age, disability, illness and households with children when determining the type of tenancy to be offered in order to ensure that these vulnerabilities are taken into consideration in relation to providing a reasonable degree of stability.

11.4 Housing designed specifically for ethnic minority, religious or cultural groups will be treated the same as general needs housing in regard to affordable rents and fixed term tenancies unless there is a specific additional need.

## **12.0 Review Process**

12.1 A tenant or applicant has the right to request a review of:

- The type of tenancy to be offered;
- The proposed length of any fixed term tenancy if the proposed length does not comply with this Policy. This must be done within 21 days of the offer of the tenancy;
- A decision to seek possession of the property and not grant another tenancy.

12.2 In these circumstances the review will follow the same principles as those already in place to challenge the decision to end a Starter Tenancy under Section 21 of the Housing Act 1998.

12.3 The review will be completed, and the decision communicated to the tenant before the expiry of the Notice of Seeking Possession.

12.4 If a tenant wishes to complain on any other grounds, the complaint will be dealt with via CGA's normal complaints process.

## **13. Tenancy Fraud**

- 13.1 Tenancy fraud is when someone is living in one of our homes who is not entitled to live there or gives false information in order to obtain a home/transfer, to buy their home under the Right to Buy or Right to Acquire, to succeed a tenancy or to assign a tenancy to another person.
- 13.2 To combat tenancy fraud we will carry out robust checks within our allocation, transfer, succession, assignment and right to buy and acquire procedures. In addition, we carry out tenancy audits as part of our housing management function to make sure the right people are living in our properties.

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