



Tenure Policy

1. BACKGROUND

- 1.1 The Localism Act 2011 allows for more flexible tenure arrangements for people entering social housing and social landlords are now be able to grant tenancies for a fixed length of time. The revised regulatory framework included a revision to the tenancy standard to reflect this.
- 1.2 Consequently CHISEL is required to offer tenancies ‘which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community and the efficient use of the stock.’
- 1.3 This policy sets out the circumstances when CHISEL will offer different tenancy types, the length of a fixed term tenancy and how fixed-term tenancies will be reviewed. It will identify the circumstances under which they will not be renewed and the advice and assistance offered when this occurs.
- 1.4 This policy applies to all CHISEL homes for rent and aims to ensure that tenancies are let in line with Government policy, local policy, housing legislation and the regulatory framework.
- 1.5 As a registered provider, all CHISEL’s homes are let in accordance with HCA regulatory guidelines. Rents are also reviewed annually in accordance with HCA regulatory guidance.

2. POLICY OBJECTIVES AND DEFINITIONS

- 2.1 **This policy aims to:**
- Ensure that we allocate our homes in a fair, transparent and efficient way
 - Take into account the housing needs and aspirations of both residents and potential tenants
 - Make the best use of our housing stock
 - Ensure lettings are compatible with the purpose of the housing
 - Contribute to local authorities’ strategic housing function
 - Ensure allocations are sensitive with the aim of creating strong and sustainable communities
 - Tackle over and under-occupation
 - Ensure all tenants are provided a reasonable degree of security
 - Keep rented properties as affordable as possible
- 2.2 **Definitions**
- **Assured (non-Shorthold) Tenancy** – A tenancy with no time limit granted under the Housing Act 1988 (as amended by the Housing Act 1996). It is not an Assured Shorthold tenancy. This is the tenancy granted to most CHISEL tenants between 15 January 1989 and January 2014.
 - **Assured Shorthold Tenancy** – A tenancy granted under the Housing Act 1996, which gives the tenant the right to occupy a property for a fixed period

of time, provided that they keep to the terms of their tenancy agreement. At the end of the fixed period of time (often 12 months), the landlord or the tenant has the right to terminate the tenancy. Assured Shorthold tenancies can be renewed for another fixed period of time if both parties agree to it.

- **Fixed-Term Tenancy** – a new form of tenure allowed by the Localism Act and revised regulatory code. This is for a fixed period between 2 and 5 years (usually five years) and the tenant is granted an Assured Shorthold fixed-term tenancy.
- **Starter Tenancy** – a 12 month tenancy issued to all new tenants prior to the granting of a fixed term tenancy.

3 POLICY

- 3.1 CHISEL recognises that security of tenure is extremely important to our tenants but this has to be balanced with the need to use our stock effectively and create sustainable communities.
- 3.2 The aim of this policy is to ensure our homes are let to people for as long as they need them, whilst ensuring that there is the ability to recycle homes when they no longer do so. Social housing is a valuable resource where demand far outstrips supply and CHISEL wishes to ensure that homes are let to those most in need, supporting residents to move on when they are able to do so. However we aim to offer a degree of stability to enable residents to invest in both their home and their community.
- 3.3 We will take into account the individual needs of vulnerable households through the provision of tenancies which provide a reasonable degree of stability for them to enable them to sustain their tenancy.
- 3.4 In general terms we will offer tenancies as follows:

TYPE OF HOUSING/ CLIENT GROUP	TENANCY TO BE OFFERED			
	Starter (12 months)	Assured Shorthold (12 months)	Fixed Term (3 years)	Assured (lifetime)
Existing CHISEL Tenants moving within our stock/ tenants transferring from another registered provider.				✓
New General needs self - contained homes	✓		✓	
SHARED Housing		✓		

- 3.5. All shared accommodation will be let on Assured Shorthold tenancies (12 month term).

- 3.6 On all new general needs tenancies, we will grant a 12 month starter tenancy followed by a new Assured Shorthold Fixed-Term tenancy on the successful completion of the starter tenancy. We will not end the tenancy within this five-year period unless there has been a breach of tenancy.
- 3.7 We will clearly set out at the time of advertising or requesting a nomination from the local authority the type of tenancy, the rent being offered and the conditions of the offer.
- 3.8 Existing CHISEL tenants transferring within our own stock will be offered the same type of tenancy that they currently have, those tenants transferring with assured (lifetime tenancies) will retain this type of tenancy as will other transferring tenants from other registered providers.
- 3.9 **Length of tenancy** - The minimum fixed term for a tenancy is normally 3 years – in addition to a probationary period of up to 12 months. Any exceptions should derive from the characteristics of the property rather than the characteristics of the household; if the property is being considered for disposal or major works for example. Consequently CHISEL may offer fixed term tenancies of 1-3 years linked to the asset management strategy.

3.10 **What are the rights of fixed term tenants?**

Our responsibilities and tenants' rights and obligations are set out in our tenancy agreements. We will give fixed term tenants the right to:

- Assignment
- Succession – one in line with our tenancy agreement
- Transfer or mutually exchange
- Take in lodgers (but not to fully sublet the home)
- Make improvements with our written permission – this excludes painting and decorating.

We won't refuse reasonable requests where tenants must get our permission to use these rights.

We'll explain to tenants at the start of the tenancy:

- The terms and conditions of their fixed term affordable rent tenancy – including their rights and responsibilities
- The process for renewing or ending their tenancy at the end of their fixed term
- How their tenancy could be ended
- The support we can provide if we're planning not to renew their tenancy at the end of the fixed term

3.11 **What happens at the end of the fixed term?**

We'll outline what we intend to do at the end of the tenancy in a written notice (we call this the 'minded to' notice). We'll serve this notice six months before the tenancy is due to end. In our notice we'll:

- Set out our decision with the reasons
- Inform our tenant how to get help - about the notice and our obligation to give advice

We'll liaise with the local authority before serving the notice and advise them of the decision.

3.12 **Right of Appeal**

Tenants have the right to appeal any proposal in the “minded to notice”. Tenants must appeal within 28 days of the service of the notice. An appeals panel will hear the appeal. The panel will consist of the Managing Director and 2 Board Members.

3.13 **End of Fixed Term**

When the fixed term tenancy ends we'll either:

- Give the tenant a new fixed term tenancy.
- Work with local authorities to find an alternative home
 - End the tenancy by serving a section 21 notice – we'll give advice on our tenants options if we do this

We'll assess our tenant's circumstances before we decide. We'll also carry out an income assessment taking into consideration income and savings, the costs of buying or renting in a particular area, benefit levels, and benefit levels available. We'll assess each case individually. The Housing Manager will make the decision out the option we'll take at the end of the fixed term. The Managing Director will authorise the decision to end the tenancy where we are not intending to offer a new tenancy.

3.14 **When we'll give another fixed term?**

We'll give a new fixed term when the tenant:

- Conducted their tenancy well
- Kept to their tenancy conditions
- Has a clear rent account and has consistently paid on time
- Kept their home in good condition
- Still needs the size and type of accommodation
- Continues to be eligible and in need of social housing – in line with local authority and our allocations policy
- Is in priority need

Where we intend to give our tenant another fixed term tenancy we will tell the tenant in the “minded to notice” at least six months before the end of the fixed term (see above). We will give tenants a new fixed term tenancy agreement.

3.15 **Where tenants have committed a minor breach of tenancy they must fix the breach before we'll give a new tenancy– for example pay all rent arrears. A minor breach could include:**

- Minor arrears or debt
- Damage caused to the property
- Not undertaking repairs the tenant is responsible for
- Unauthorised alterations
- Low level ASB

3.16 **Where a joint tenant no longer lives in the home we'll consider issuing the new tenancy in the name of the remaining tenant in line with our policy.**

3.17 **When we'll end the fixed term**

We will end the fixed term tenancy by serving a section 21 notice for:

- Serious and/or persistent breaches of tenancy conditions

- Serious rent arrears (at least eight weeks rent is owed by the tenant), or persistent failure to pay rent on time
- Serious or persistent anti-social behaviour
- Using the home for illegal and immoral purposes
- Letting the home to fall into disrepair through neglect, waste or default
- Illegal occupation

We'll also end the fixed term tenancy by serving a section 21 notice where the tenant:

- Is not eligible or in need of social housing
- Is subletting the home
- Has abandoned the home
- Is not using the property as their main home
- Has another home they could live in

We'll end the tenancy by serving a section 21 notice. Section 21 gives us (the landlord) a mandatory right to possession. This means we do not need to prove a ground for possession. Our Housing Manager will authorise the service of the section 21 Notice. Where we do not intend to offer a new tenancy our Managing Director will authorise the section 21 Notice.

We'll evict tenants if they do not leave the home. Our Managing Director will authorise this in line with our eviction policy.

3.18 Where we decide to end the tenancy we'll give advice and assistance. This will include:

- Advice on housing options
- Referral to the Welfare Benefits Adviser
- Referral to other agencies - such as the Citizens Advice Bureau, housing advice services, and the local authority Homeless Persons Unit

4 CONSULTATION AND MONITORING

- 4.1 This policy will be published on the website and in the newsletter.
- 4.2 We will monitor tenancy terminations and renewals to review the correct application and effectiveness of this policy.
- 4.3 This policy will be reviewed regularly or in response to changes in legislation, regulation, best practice or business needs.
- 4.4 The Board will receive regular reports on the number of fixed term tenancies that are not renewed and the reasons for ending them.

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