

TENANCY POLICY

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Executive Summary:
<p>This policy sets out how we manage tenancies across our neighbourhoods and the types of tenancy we offer to provide clarity to our customers and be consistent in our approach.</p> <p>The policy sets out our approach to tenancy management and tenancy fraud and the legislation that drives our procedures.</p>

Policy Grouping / Directorate	Customer and Community	
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Reviewed by Policy Team	Date: 8 th January 2025	Name: Sarah Wilson
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Notes:	Annual review – full review will be brought forward to 25/26 financial year following review of our tenancy agreements.	

1 Introduction and Aims

- 1.1 This policy outlines Rochdale Boroughwide Housing's (RBH) approach to tenancy management.
- 1.2 The aims of the policy are:
- To ensure consistency and transparency of approach
 - Ensure customers are aware of their rights and responsibilities
 - Make best use of RBH's homes to meet the needs of its customers and communities.
 - Offer tenancies that are affordable.
 - Ensure tenancies are sustainable and contribute to sustainable neighbourhoods and communities.

2 Context

- 2.1 This policy has been developed to ensure that RBH is compliant with all relevant regulations and legislation relating to tenancy management.
- 2.2 This policy will support RBH to comply with the following regulatory standard:

Consumer Standards – Tenancy Standard

The delivery of this policy will support us to comply with the requirements to:

- Allocate and let our homes in a fair and transparent way that takes the needs of customers and prospective customers into account.
- Support our customers to maintain their tenancy and offer advice and assistance if we are ending a tenancy or licence.
- Offer tenancies which are compatible with the purpose of the accommodation, the needs of the customers, the sustainability of the community and make best use of housing stock.
- Meet all statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.
- Support customers living in eligible housing to mutually exchange their homes.

3 Values

- 3.1 The policy fits with the mutual values of RBH:

Putting People First: We listen with empathy, respond with compassion, and make it easy for our customers to access our services. We work collaboratively with customers to improve the service and forge stronger relationships and a sense of trust.

Doing What We Say: We earn trust through honesty, integrity, caring and keeping our promises. We take responsibility for the delivery of a cost-effective, customer focussed tenancy management and support offer.

Working As One: We embrace our mutuality and work together to deliver great outcomes for the people living in our homes and communities. We actively listen to our customers, with empathy and respect, and deliver services in a way that meets identified needs.

Delivering Quality: We invest wisely in our people and make it easy for them to deliver services and create places that our customers are proud to call home.

Open & Transparent: We are curious, embrace diverse ways of thinking and seek feedback to help us improve.

4 Policy Statement

4.1 RBH currently offers two types of tenancy; Assured Tenancy and Assured Shorthold Tenancy.

4.2 The type of tenancy offered can be influenced by different factors:

- The type of tenancy held prior to a new tenancy starting
- The circumstances of the person/household to whom the home is offered

4.3 Rents will be increased or decreased in line with the national rent policy for registered providers via the Regulator for Social Housing.

4.4 Assured Tenancy

An assured tenancy is a lifetime tenancy, (unless this is determined to not be the case by a Court Order). Customers who already had an assured tenancy with RBH, or transfer from another registered provider to RBH on an assured tenancy, will be offered an assured tenancy.

4.5 Assured Shorthold Tenancy

A starter tenancy is an assured shorthold tenancy and is a tenancy set for a 12-month period. RBH will offer an assured shorthold tenancy to all new customers that aren't transferring from an assured tenancy with RBH (or another Registered Provider). If the starter tenancy has been conducted appropriately within the initial 12-month period then the tenancy will convert to an assured tenancy

4.5.2 An extension of 6 months can be applied to an assured shorthold tenancy if the customer has conducted their tenancy unsatisfactorily in the first 12 months (for example anti-social behaviour or property condition issues). RBH may commence possession proceedings in the initial 12 month period. The customer will be notified in writing and be given a right to review this decision.

4.5.3 RBH will grant customers on an assured shorthold tenancy similar rights as those given to assured tenancy customers. The only difference being that assured shorthold tenancy customers do not have the Right to Acquire. The probationary period will count when calculating the discount they are entitled to if/when they convert to an assured tenancy.

4.6 Ending a Tenancy

To end a tenancy a tenant must give RBH at least 28 days' written notice (called 'notice to quit'). This 28 days' written notice can fall on any day during the working week. The notice period will commence from the date the written notice is received.

4.6.1 Only a legal tenant can bring the tenancy to an end, unless a person has a Power of Attorney in place to deal with financial matters then they are also able to give us with a

notice to quit. If a tenant is unable to end their tenancy for any reason and there is no Power of Attorney in place, then a suitable person needs to be appointed by the Office of the Public Guardian

4.6.2 Any tenant can give notice to end a tenancy and therefore it is important to be aware that it only requires one party in a joint tenancy to serve notice and bring the tenancy to an end.

4.6.3 If a tenant has died, an Executor of their will can issue RBH with a notice to quit the tenancy. If there is no Executor then RBH will serve a notice to quit upon the personal representatives of the late tenant at the property and send a copy to The Office of the Public Trustee. Rent will continue to be charged in all situations until the tenancy can be legally brought to an end.

4.7 **Supported Housing**

Supported housing is where accommodation is provided alongside support, supervision or care to help people live as independently as possible in the community.

The way accommodation and support services are delivered varies, some partner agencies own properties, some provide support (either within their own or another property), and some may do both.

4.8 **Rent to Buy**

Rent to Buy is a government-designed scheme that allows working households to rent a home at 20% below the open market rent. It can provide an opportunity to save for a deposit to go on and purchase a home in the future. An assured shorthold tenancy is issued to rent to buy customers and is reviewed and regranted annually.

4.9 **Licences**

A license is likely to be granted where there is no intention to enter into a legal relationship or create a tenancy. Often, the licensee does not have the right to exclusive occupation of the property.

RBH may offer licenses to people who may be deemed an illegal occupier following a succession appeal on the death of the tenant, so that mesne profits or use and occupation charges can be claimed for continued use of the premises.

4.10 **Shared Ownership**

Shared Ownership is a government scheme that allows households to buy a share of the property and to pay rent on the un-owned share. Certain criteria must be met to be eligible for the scheme. More information is on the website.

4.11 **Mutual exchange**

RBH recognises the need for customers to have the flexibility to move to another area and RBH's primary means to do this is by Mutual Exchange. Assured & Assured Shorthold customers have the right to exchange their tenancy with another tenant of a Registered Provider.

RBH will consent to a Mutual Exchange unless the grounds for refusal, (outlined in the Housing Act 1985), apply. Reasons for refusal are attached in Appendix 1.

4.12 **Assignments**

Assignment is one of the ways in which a tenancy can be legally transferred or signed over from one person to another during their lifetime. An assignment transfers the tenancy from the existing tenant(s) to a new tenant(s). A new tenancy is not created.

After an assignment has taken place, all of the rights and responsibilities of the tenancy are passed from the original tenant (the assignor) to the new tenant (the assignee).

For an assignment to be valid:

- The original tenant must have the right to assign their tenancy
- Have RBH's consent to the Assignment – this can only be withheld in certain circumstances i.e.; legal proceedings have been issued or unsuitability of the accommodation
- It must be done by deed of assignment

4.13 **Sole to Joint Tenancy**

Should a tenant wish to add anyone to their tenancy, creating a Joint Tenancy, RBH approval must be sought. The assignee must have lived at the property as their main home for more than 12 months unless they are the tenant's spouse (this includes same sex marriages & civil partnership).

4.14 **Joint to Sole Tenancy**

Should a tenant wish to be removed from a joint tenancy then RBH approval must be sought. Customers can contact their Neighbourhood Housing Officer in the first instance and a review of the reasons will be carried out before allowing the change to take place. RBH will not unreasonably refuse these requests.

4.15 **Successions**

If the tenancy is a joint tenancy, on the death of one of the customers, the tenant who survives automatically becomes the sole tenant under this tenancy.

RBH customers have the right to succeed to a tenancy in the circumstances set out in their tenancy agreement. Further to the statutory provisions for succession, RBH has granted extended succession rights for family members as an express term of the tenancy agreement for assured and assured shorthold customers. These family members include children, grandchildren, parents, grandparents, brothers, sisters, aunts, uncles, nephews, nieces, step relatives and adopted children.

Extended rights of succession are conditional and the person applying would need to prove to RBH that:

- They are a member of the deceased's household
- They have lived with them for the 12 months preceding their death
- They have used the deceased tenant's home as their only and principal home
- Agree in writing the terms of the tenancy

In all succession cases, RBH will assess the suitability of the current home for the applicant(s) and will, if necessary, allow succession to an alternative home that is more suitable to the customer's needs.

We will normally only allow one succession but may allow further successions at our discretion.

4.16 **Letting homes at an Affordable Rent**

Some of our homes are let on an affordable rent. This is a different way of renting registered provider homes, introduced by the government in 2011, to help fund the building of new homes in England.

4.16.1 An affordable rent is set at up to 80% of the market rent (i.e., the average rent for local private lettings) inclusive of any service charges, so it costs less than renting privately but is generally more than other types of registered provider of social housing rent.

4.16.2 When a home is let at an affordable rent it will remain at an affordable rent for every future tenancy. At each let the market rent will be reviewed.

4.17 **Tenancy Fraud**

RBH will take a proactive approach to tackling unlawful subletting and other instances of tenancy fraud, including obtaining housing by deception, wrongly claimed succession, key selling, unlawful assignment or making a false right to buy application. Action will be taken to evict those that are unlawfully subletting or that have obtained the property by deception by giving false or misleading statements. Tenancy Fraud is a criminal offence and individuals risk prosecution under the Prevention of Social Housing Fraud Act 2013 which could result in imprisonment and or a fine.

4.17.1 **Reporting Tenancy Fraud**

Local residents have a major part to play in the prevention and detection of tenancy fraud, as they are well placed to notice changes to a household. RBH will encourage customers to report suspected fraud (anonymously if preferred), in the following ways:

- By telephone via the Contact Centre
- By email to customerexperience@rbh.org.uk
- By informing any RBH employee directly via telephone, email or in person

Further information can be found at [tenancy-fraud-faqs.pdf \(rbh.org.uk\)](#)

5 **Monitoring**

5.1 Monitoring of the delivery of this policy will include the production of weekly and monthly performance reports to enable operational managers to effectively monitor the performance.

6 **Review**

6.1 All RBH strategies, policies, service standards and procedures are reviewed on a regular basis to ensure that they are 'fit for purpose' and comply with all relevant legislation and statutory regulations.

6.2 This policy will go through the full policy approval process every 3 years and will undergo a desktop review annually. This is to ensure that it is fit for purpose and complies with all relevant and statutory regulations.

7 Links with Other RBH Documents

7.1 This policy links to the following policies and strategies:

- Lettings Policy
- Income Policy
- Anti-Social Behaviour Policy
- Starter Tenancy Policy
- Safeguarding Policy
- Fraud Policy
- Modern Slavery and Human Trafficking statement

8 Inclusivity statement

8.1 We are dedicated to fostering an inclusive and equitable environment for all. We ensure that everyone is valued and respected. Our policies aim to be inclusive, and will comply with UK laws, including the Equality Act 2010, to create a diverse and supportive environment for people to thrive.

8.2 We understand not everyone absorbs information the same way. If you have any difficulty understanding or interpreting this document please email people@rbh.org.uk or call Freephone 0800 027 7769. We will work with you to ensure your individual needs are met.

Rochdale Boroughwide Housing Limited is a charitable community benefit society.

FCA register number 31452R.

Registered Office: Unique Enterprise Centre, Belfield Road, Rochdale, OL16 2UP

Registered as a provider of social housing. RSH register number: 4607

APPENDIX 1

Mutual Exchange Refusal Reasons Housing Act 1985

There are, by law, 11 grounds on which consent can be refused as follows:

Ground 1: There is a Possession Order on the property.

Ground 2: A Notice of Seeking Possession has been served.

Ground 2a: The tenant or any member of their household has behaved in an anti-social way and action, including possession proceedings, injunctions, anti-social behaviour orders, or a demotion order against them, are in place or are being sought.

Ground 3: The property is bigger than is needed by the family wishing to move into it.

Ground 4: The property is not big enough for the family wishing to move into it.

Ground 5: The property is tied accommodation.

Ground 6: The landlord is a charity and the proposed new customers moving into the property would conflict with the objects of the charity.

Ground 7: The property has special features that make it suitable for occupation by a person with physical disabilities, and if the exchange took place, there would no longer be such a person living in the property.

Ground 8: The landlord is a Housing Association or Housing Trust that lets properties to particularly vulnerable people, and if the exchange took place there would no longer be such a person living in the property.

Ground 9: The property is supported housing for people with special needs and if the exchange took place there would no longer be such a person living in the property.

Ground 10: The property is the subject of a management agreement where the manager is a Housing Association and there are specific arrangements in place that the proposed new tenant is not willing to participate in.