



TENANCY POLICY

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Executive Summary:

The tenancy policy sets out how we manage tenancies across our neighbourhoods and the types of tenancy we offer, to provide clarity to our tenants and be consistent in our approach. The policy documents specialist services within the tenancy agreements and our commitment to tenancy sustainment wherever possible. The policy enables users to understand our approach to tenancy management and the legislation that drives our procedures.

Policy Grouping/Directorate(s)	Customer & Communities	
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Notes:		

1 Introduction & Purpose of the Policy

- 1.1 As a provider of social housing, Rochdale Boroughwide Housing (RBH) is required by the Regulatory Framework for Social Housing (RSH) in England to publicise a Tenancy Policy that sets out our approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, tackling tenancy fraud and granting discretionary succession rights.

2 Context

- 2.1 This policy has been developed following internal consultation with our Legal, Enforcement, Neighbourhoods, Rents & Payments and Tenancy Sustainment teams. External consultation with RBH tenants has also been carried out.
- 2.2 The policy is designed to evolve and be amended over time to reflect the changing needs of the Society, customers and tenants living in our communities. We will continue to work in partnership with Rochdale Borough Council to ensure we meet local needs and create sustainable communities.
- 2.3 This policy also takes into consideration the Government's changes, and the risks associated, with Welfare Reform.

3 Aims & Objectives

- 3.1 The aim of this policy (and associated procedures) is to clearly define the responsibility of RBH as a housing provider in outlining its approach to tenancy management.
- 3.2 The key objectives of the policy are to:
- Provide clarity to tenants, ensure consistency and transparency of approach and also protect from legal challenge.
 - Ensure tenants are aware of their rights and responsibilities
 - Make best use of RBH's homes to meet the needs of its customers and tenants.
 - Offer tenancies that are affordable.
 - Ensure tenancies are sustainable and contribute to sustainable neighbourhoods and communities.
- 3.3 The Tenancy Policy is based on the following mutual values:
- Responsibility** - RBH will take responsibility for ensuring that it has a clear approach to tenancy management, which will advise the actions and processes RBH employs to enable tenants to sustain their tenancy.
- Equity** - The policy and associated procedures will be developed and implemented in a fair and balanced way having the best interests of the communities and tenants at its core.
- Democracy** - This policy has been developed with internal teams, customers and our colleagues at Rochdale Borough Council.

Pioneering - We continue to have a forward thinking approach to working within our communities and strive to achieve our customer and partners expectations through service delivery, accountability, professionalism, respect and trust.

Collaboration - We have developed this policy with a view to working with our internal teams and external colleagues for the benefit of the customer and to enable us to have strong, sustainable communities where people choose to live and work.

- 3.4 The Tenancy Policy supports RBH's Succeeding Together strategy to have pride in quality homes and good services. This will be achieved through effective tenancy management defined through a clear and transparent policy that supports customers and tenants to manage and sustain their tenancy effectively and support our supporting priority focusing on our tenants and communities to thrive.

4 Policy Statement

- 4.1 This policy sets out how RBH use the range of options available in the Localism Act 2011 to assist in meeting its strategic aims and approach to the use of different tenancy types to ensure the best use of housing stock, and it outlines the circumstances under which tenancies will be offered and the ways in which they will be managed.

4.2 Types of Tenancy offered by RBH

- 4.2.1 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

- 4.2.2 Rents will be increased or decreased in line with the national rent policy for Registered Providers via the RSH.

- 4.2.3 RBH currently offers two types of tenancy.

4.3 1. Assured Tenancy

An Assured tenancy is a lifetime tenancy, (unless this is determined to not be the case by a Court Order). Tenants, 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.

4.4 2. Assured Shorthold Tenancies

- 4.4.1 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 tenants 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.

4.4.2 An extension of 6 months can be applied to an Assured Shorthold tenancy if the tenant has conducted their tenancy unsatisfactorily in the first 12 months for example Anti-Social Behaviour or property condition issues and RBH may commence possession proceedings in the initial 12 month period. The tenant will be notified in writing and be given a right to review this decision along with any subsequent possession proceedings commencing.

4.4.3 RBH will grant starter tenants similar rights as those given to Assured tenants. The only difference is that starter tenants do not have the Right to Acquire, (although the probationary period will count when calculating the discount, they are entitled to if/when they convert to an Assured tenancy).

4.5 **Ending a Tenancy**

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 If a tenant has sadly passed away an Executor of their will can issue us 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 of the Notice to Quit 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.

4.6 **Supported Tenancies**

Supported tenancies will be granted where support is in place and accepting that support is an essential part of the offer. These tenancies are offered where intensive housing management is provided, including dispersed homes that are managed on behalf of RBH by partner agencies.

4.7 **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. The Assured Shorthold Tenancy provided to Rent to Buy tenants is reviewed and regranted annually.

4.8 Other Tenures available with RBH

4.8.1 Fixed Term Tenancies

RBH does not currently offer fixed term tenancies. However, we recognise that there may be other occasions where the use of a flexible tenancy is appropriate and will consider the use of fixed term and flexible tenancies in some circumstances.

These will be considered where:

- European Economic Area (EEA) nationals have work contracts for a specific period of time and have no recourse to public funds once that contract has been completed
- Someone has limited leave to remain
- Where a care leaver aged 16 -18 is supported by an external agency to live independently in a tenancy
- A home is being used for a specific period of time e.g., use of a student studying in the locality
- The new home has been specifically adapted for the prospective tenant
- We plan to carry out regeneration or demolition work
- Where agreed with the RSH as part of a grant agreement
- Any other identified business need.

The tenancy can only be ended within a Fixed Term by obtaining a Court Order for Possession on one of the grounds listed in schedule 2 of the Housing Act 1988.

4.8.2 RBH Licenses

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 can be claimed for continued use of the premises.

4.8.3 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.

4.9 Mutual Exchanges, Assignments & Successions

4.9.1 Mutual Exchanges

RBH recognises the need for tenants to have the flexibility to move to another area and RBH's primary means to do this is by Mutual Exchange. Assured & Assured Shorthold tenants 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.

4.9.2 **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

4.9.3 **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).

4.9.4 **Joint to Sole Tenancy**

Should a tenant wish to be removed from a joint tenancy then RBH approval must be sought. Tenants 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.

4.9.5 **Successions**

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

RBH tenants 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 Tenants. 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 and;
- 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.

4.10 Letting homes at an Affordable Rent

4.10.1 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.

4.10.2 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.

4.10.3 Affordable Rent will affect most new tenants moving into one of our new homes. Some of our existing homes will also be transferred to Affordable Rent when they are re-let. Our independent living is not affected.

4.10.4 Affordable Rent does not affect existing tenancies. An RBH tenant will only be affected if they choose to move to a different home that is let on an Affordable Rent.

4.10.5 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.

4.11 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.

4.12 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 & Review

5.1 Monitoring will include:

- Production of weekly and monthly performance reports to enable managers to monitor progress against agreed targets
- Performance reports to the Senior and Executive Leadership Teams

5.2 RBH will invite tenants to engage in the monitoring and reviewing of its Tenancy Policy by the Customer Panel and through tenant consultation and satisfaction surveys.

5.3 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.

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 to other RBH Policies/RBC Policies

- RBC Allocations Policy
- Lettings Policy
- Income Policy
- Anti-Social Behaviour Policy
- Starter Tenancy Policy
- Eyes Wide Open Statement
- Safeguarding Policy
- Anti-Fraud Policy
- Modern Slavery and Human Trafficking statement

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 tenants 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.