



# Tenancy Policy

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# Tenancy Policy

## 1.0 Introduction

1.1 This policy sets out the type of tenancies we will grant and the circumstances in which we will grant tenancies of a particular type. The policy has been developed in the light of the tenancy strategies adopted by the local authorities where we have homes and our current allocation policies.

## 2.0 Policy Purpose

2.1 The purpose of the policy is to ensure:

- all our customers receive the correct form of tenancy agreement, and:
- Broadacres meets all applicable legal and regulatory requirements in relation to the form and use of tenancy agreements.

2.2 The Policy sets out how we comply with the requirements of the Tenancy Standard and in particular sets out:

- the type of tenancies we grant:
- the circumstances under which we grant each type of tenancy, and:
- the reasons for granting the types of tenancies, taking into account the needs of vulnerable people and ensuring a reasonable degree of stability in tenure.

2.3 The Tenancy Policy covers the type of tenancy that we will grant at the start of a tenancy. It does not cover any subsequent change to the tenancy such as succession or assignment. These are covered in separate policies.

2.4 Once a tenancy has been granted, we aim to ensure that the home continues to be occupied by the tenant who we let the home to and that, as far as possible, tenancies are sustained.

## 3.0 Legal and Regulatory Framework

3.1 The relevant legislation is primarily:

- Housing Act 1985, 1988 and 1996
- Protection from Eviction Act 1977
- Localism Act 2011
- Equality Act 2010
- Human Rights Act 1998
- Housing and Planning Act 2016

3.2 The relevant regulatory position is found in the Tenancy Standard of the Regulator's Regulatory Framework.

3.2.1 As a registered provider of social housing we are required to comply with the Regulatory Framework set by the Regulator of Social Housing (the "Regulator"), including the Tenancy Standard which states that we must:

- let our homes in a fair, transparent and efficient way, taking into account the housing needs and aspirations of tenants and potential tenants:
- demonstrate how our letting terms make the best use of available housing, are compatible with the purpose of the housing and contribute to the local authorities' strategic housing function and sustainable communities:
- have clear applications, decision making and appeals processes:
- ensure our letting terms meet all applicable statutory and legal requirements:
- publish clear and accessible policies which outline our approach to tenancy management, which set out the following factors:
  - i) the types of tenancies we will grant:
  - ii) how we have taken into account the needs of households who are vulnerable by reason of age, disability or illness and health, families with children, including the provision of tenancies which provide a reasonable degree of stability:
  - iii) our policy on granting discretionary succession rights, taking into account the needs of vulnerable household members.

### 3.2.2 We are also required under the Tenancy Standard to:

- i) grant general needs tenants a periodic assured tenancy in addition to any probationary tenancy period;
- ii) grant probationary tenancies for a maximum of 12 months or a maximum of 18 months where reasons for extending the probationary period have been given to the tenant and where the tenant has been given the opportunity to request a review of the decision to extend the probationary period;
- iii) grant those who were social housing tenants before 1 April 2012 and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to another social rented home, either with us or with another landlord. This requirement does not apply however, where a tenant chooses to move to accommodation let on affordable rent terms;
- iv) grant tenants who have moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.

## 4.0 Vulnerable Customers Statement:

- 4.1 We are committed to developing an equal and diverse culture where people are valued from all sections of society. We therefore oppose any form of discrimination in service delivery and employment practice. We aim to treat all customers fairly and we will look to tailor our policies, procedures and services to meet the needs of all our customers.
- 4.2 Where we identify a customer who is vulnerable by reason of age, disability or illness, we will look to make reasonable adjustments to our services accordingly to meet the needs of these individuals. This may include altering the way we communicate with a customer or adjusting the service we offer to that person. Each case will be judged on its individual merits to avoid a one size fits all approach. We will monitor our services regularly to ensure we are meeting all our customers' needs and

make any adjustments required to improve and enhance the service we deliver.

## **5.0 The Type of Tenancies We Will Grant:**

5.1 We aim to give customers as much security of tenure as appropriate, taking account of the purpose of the accommodation, the needs of individual households, the sustainability of the community and the efficient use of our stock.

5.2 We have the following tenancy agreements available for use:

- Assured periodic (lifetime) tenancy on social or affordable rent terms (“Assured Tenancy”)
- Assured periodic (lifetime) tenancy for tenants who transferred from Hambleton District Council to us during a stock transfer (“Assured Protected Tenancy”)
- Assured shorthold periodic tenancy on social, affordable and submarket rent terms (“Periodic AST”)
- Starter Tenancy on social or affordable rent terms (“Starter Tenancy”)
- Equitable Starter Tenancy on social or affordable rent terms
- Equitable Periodic AST on social or affordable rent terms
- Contractual decant tenancy (“Decant Tenancy”)
- Contractual tenancy granted in accordance with section 209 of the Housing Act 1996 (“Section 209 Tenancy”)

5.3 Listed below is a brief summary of the different tenancy agreements:

5.3.1 Assured Tenancy  
An Assured Tenancy is a tenancy granted for life and provides the most security of tenure. An Assured Tenancy can only be ended by obtaining a Court Order for possession on one or more of the grounds listed in Schedule 2 of the Housing Act 1988.

5.3.2 Assured Protected Tenancy  
An Assured Protected Tenancy is a form of Assured

Tenancy that contains additional rights designed to protect the rights that tenants previously had under a local authority Secure Tenancy under the Housing Act 1985.

Where existing transferring tenants transfer to another Broadacres property, such tenants will be given the same “protected rights” as were included in their original tenancy with Broadacres.

#### 5.3.3 Periodic Assured Shorthold Tenancy (AST)

A Periodic AST is a less secure form of tenure than an Assured Tenancy and can be ended by obtaining an order for possession:

- (i) by serving 2 months' notice on the tenant in accordance with section 21 of the Housing Act 1988 for any reason; or
- (ii) on one or more of the grounds listed in Schedule 2 of the Housing Act 1988.

#### 5.3.4 Starter Tenancy

A Starter Tenancy is a Periodic AST which converts automatically to an Assured Tenancy after 12 to 18 months (the “Starter Period”) on successful completion of the Starter Period by the tenant.

A Starter Tenancy is a trial tenancy which enables us to decide whether the tenant is able to maintain a tenancy with us in the long term.

During the Starter Period, a Starter Tenancy can be ended by Broadacres getting an order for possession:

- (i) by serving 2 months' notice on the tenant in accordance with section 21 of the Housing Act 1988 for any reason; or
- (ii) on one or more of the grounds listed in Schedule 2 of the Housing Act 1988.

The Starter Period will generally be 12 months, but we are able to extend the Starter Period by a period of 6 months if the tenant does not conduct the tenancy to our satisfaction during the initial 12-month Starter Period. We can only extend the Starter Period once.

Where issues are reported or identified we will take prompt and appropriate action to investigate them.

If we do extend the initial 12-month Starter Period, we will inform the tenant of the reason for extending the Starter Period and give the tenant a right to review the decision to extend the Starter Period.

If the tenant does not conduct the Starter Tenancy to our satisfaction, we may seek to bring the Starter Tenancy to an end and recover possession of the tenant's property. If we do this, we will give the tenant a right to review the decision to end the Starter Tenancy.

### 5.3.5 Equitable Tenancies

- 5.3.5.1 As persons under the age of 18 ("minors") cannot hold a legal interest in land, we use equitable tenancies for all tenancies granted to minors aged 16 or 17. As the tenancy will be held in trust for the minor, there must be a "trustee" to the tenancy agreement. The trustee will hold the benefit of the tenancy on trust for the tenant until they reach the age of 18. The trustee should be a third party such as the Director of Social Services or a relative of the minor. Their details should be entered as a party to the agreement, and they need to sign it.
- 5.3.5.2 We will not enter into an equitable tenancy without a third-party trustee. This is because otherwise, Broadacres (by default) would be the trustee, which would prevent us regaining possession of the property (as it would be a breach of trust).
- 5.3.5.3 The trustee must be served with any notices that are served on the equitable tenant.
- 5.3.5.4 A third party may also be asked to enter into a Guarantor Agreement to guarantee the obligations in the tenancy agreement, particularly payment of rent (this may be a different person to the trustee).
- 5.3.5.5 Equitable tenancies can be terminated in the same way as their respective non-equitable tenancies. In any court proceedings, the first defendant should be listed as the trustee and the second defendant as the minor. The minor

cannot however represent themselves in court and the trustee should arrange for the appointment of a litigation friend.

- 5.3.5.6 Where a minor is going to be a tenant, the tenancy should be an equitable version of whatever form of tenancy we would grant to an adult in the same circumstances.
- 5.3.5.7 When the tenant reaches 18, we will grant the tenant a new “legal” tenancy in accordance with this policy.
- 5.3.6 **Equitable Starter Tenancy**  
An Equitable Starter Tenancy is an equitable version of a Starter Tenancy to be used when the tenant is a minor.
- 5.3.7 **Equitable Periodic AST**  
An Equitable Periodic AST is an equitable version of a Periodic AST to be used when the tenant is a minor.
- 5.3.8 **Decant Tenancy**  
A Decant Tenancy is a temporary tenancy given to tenants who are required to move out of their main home while works are carried out to their main home which cannot be carried out whilst the tenant remains living in their main home. A Decant Tenancy is a contractual tenancy without security of tenure and can be brought to an end by Broadacres by serving a notice to quit in accordance with the provisions of the tenancy for any reason.
- 5.3.9 **Section 209 Tenancy**  
A Section 209 Tenancy is a tenancy given to customers where a local authority has determined that these customers are homeless and has made arrangements with Broadacres to accommodate the customers on a temporary basis to assist the local authority to meet its interim housing duties under sections 188, 190, 200 or 204(4) of the Housing Act 1996. A Section 209 Tenancy is a contractual tenancy without security of tenure and can be ended by Broadacres serving a notice to quit in accordance with the provisions of the tenancy for any reason.

## 6.0 Which Tenancy Type

6.1 In granting tenancy agreements, Broadacres takes into account:

- the occupancy circumstances, status and history of the incoming tenant;
- the needs of households who are vulnerable by reason of age, disability or illness and households with children
- any funding criteria applied to the home being let;
- the purpose of the scheme or support provision e.g. Supported living
- how it makes the best use of our available housing by granting tenancy agreements that are compatible with the purpose of the housing, taking into account.

6.2 The main tenancy agreement that we offer to new general needs customers joining Broadacres is a Starter Tenancy at either a social or affordable rent, to enable a settling in period, with the exception of those customers who have the rights to an Assured Protected Tenancy or Assured Tenancy.

6.3 If the tenant conducts the Starter Tenancy to our satisfaction during the Starter Period, then the tenancy will automatically convert to an Assured Tenancy at the end of the Starter Period.

6.4 There are occasions when we will grant other tenancy agreement types. The list of tenancy agreements offered by Broadacres, the circumstances and reasons these are granted are outlined in the table below. In particular:

- we will not offer a Starter Tenancy to customers living in rent to buy properties and supported and emergency accommodation.
- we will offer an Assured Tenancy to persons occupying our Extra Care and Sheltered Schemes.
- we will protect the tenure status of existing and new tenants in the following way:
  - o tenants who hold an Assured Tenancy with Broadacres or an Assured Tenancy or Secure Tenancy with another registered provider of

social housing, will be given an Assured Tenancy.

- o we will grant existing tenants who have moved into alternative accommodation during any redevelopment or other works a tenancy agreement with no less security of tenure on their return to settled accommodation.

Tenancy Type	Circumstances and Reasons	Rent Charge Options
<b>Starter Tenancy</b>	Is the usual offer to tenants in general needs accommodation, unless they have the right to an Assured Protected Tenancy, Assured Tenancy or Secure Tenancy.	Social or Affordable
<b>Equitable Starter Tenancy</b>	Offered to minors who would be granted a Starter Tenancy if they were an adult.	Social or Affordable
<b>Assured Protected Tenancy</b>	Offered to existing assured tenants who transferred to Broadacres during a stock transfer.	Social
<b>Assured Tenancy</b>	Offered to tenants: <ul style="list-style-type: none"> <li>• who are moving from another Assured Tenancy within Broadacres or an Assured or Secured Tenancy with another registered provider of social housing.</li> <li>• occupying our extra care and sheltered housing accommodation.</li> </ul>	Social or Affordable
<b>Periodic AST</b>	Offered to customers who will be occupying supported or emergency accommodation including: <ul style="list-style-type: none"> <li>• accommodation for those who have been rough sleeping and are now residing at our supported HUB.</li> <li>• accommodation for young people at our young people's service.</li> <li>• accommodation for women and families at our women's refuge.</li> <li>• accommodation for those receiving accommodation based mental health or learning disabilities support.</li> <li>• accommodation for families fleeing domestic abuse.</li> </ul> <p>We have also offered a Periodic AST at our rent to buy properties, where customers have rented with a view to purchasing the property at a later stage. These tenancies are no longer offered to new customers, but there are still some customers with these tenancies.</p> <p>Submarket rent at 80% of market rent (including charges for services)</p>	Submarket rent at 80% of market rent (including charges for services)
<b>Equitable Periodic AST</b>	Offered to minors who would be granted a Periodic AST if they were an adult.	Social or Affordable

<b>Section 209 Tenancy</b>	A Section 209 Tenancy is offered to homeless customers referred by the local authority who are owed an interim duty to accommodate by the local authority under sections 188, 190, 200 or 204(4) of the Housing Act 1996 who will be occupying short term self contained accommodation.	<b>Social</b>
<b>Decant Tenancy</b>	A Decant Tenancy is offered to existing tenants who are required to move out of their main home into temporary self contained accommodation whilst works are carried out to their main home. In such cases the tenant is not required to pay rent in relation to the temporary tenancy but do have a continuing obligation to pay rent in respect of their main home.	<b>N/A</b>

## 7.0 Rents

7.1 Rents are set in accordance with the Rent Policy which will incorporate the Regulatory Framework set by the Regulator (including the Rent Standard from time to time in force) and all legal and regulatory requirements.

7.2 We offer tenancies on either social or affordable rent terms in the circumstances set out in our Rent Policy. We will also ensure that customers are given appropriate advice and assistance on rents and any service charges, to ensure that customers are aware of the importance of checking that such charges are affordable before they accept a tenancy.

## 8.0 Ensuring Tenancies are Sustainable

8.1 We will help tenants sustain their tenancy agreements and prevent unnecessary evictions.

8.2 In particular we:

- will provide clear and full information about the tenancy agreement to customers before they sign the agreement to ensure that customers understand their rights and obligations in their respective tenancy agreements. We will ensure that information is available on request in a variety of forms of communication to help customers with differing needs e.g. easy read, alternative languages, large print and braille.
- will provide ongoing tenancy agreement support to monitor how well tenants are coping with sustaining their tenancy agreement and offer help and advice as appropriate. Where a tenant has been identified as vulnerable by reason of age, disability or illness,

- we will tailor the level of advice and support offered as appropriate, which may include ensuring that there is appropriate financial and personal support in place, either via statutory or third party agencies.
- will support our tenants on Starter Tenancies to help them successfully sustain their tenancy and will provide support, intervention and signpost to external agencies when required. We will use eviction as a last resort and only where other attempts to resolve any breaches of tenancy have failed. Before taking any legal action we will consider whether additional support is required and/or a multi-agency approach is appropriate.
- we will also visit all starter tenants at least 3 times in the first year to help them manage their tenancy and address any areas of concerns or potential breaches of their tenancy conditions.
- We aim to support all our tenants who are living in our supported accommodation to secure permanent sustainable homes, this includes helping them to secure social housing if this is their preferred option. This includes assisting tenants with their applications for social housing and making bids on any choice-based lettings schemes as well as helping them get “tenancy ready”.

## 9.0 Related Policies and Procedures

9.1 This policy impacts on and is connected to most of our other housing management policies and procedures. The main policies relating to this policy are our:

- Allocations and Lettings Policy
- Rent Policy
- Succession Policy
- Assignment Policy
- Mutual Exchange Policy

## 10.0 Review of Policy

10.1 We will undertake a review of this policy whenever there are any relevant changes to legislation, regulatory requirements, case law or good practice that would impact on this policy. As a minimum we will review this policy every three years.

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