

# Oct Habitare Homes Limited: Tenancy Policy

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## 1 | Introduction

- 1.1. Habitare Homes is committed to granting tenancies in a fair, transparent and efficient way.
- 1.2. The tenancy type will be clearly communicated from the point a property is advertised for letting, in the subsequent pre-tenancy information and when the resident is signing their tenancy agreement to the property.
- 1.3. Through the application of this policy, we will ensure that we 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 our housing stock.

## 2 | Policy Purpose and Scope

- 2.1. The purpose of this policy is to set out the type of tenancy Habitare Homes will offer, to ensure that we meet our objectives, and provide the appropriate security of tenure to our customers.
- 2.2. This policy applies to all Habitare Homes rental properties. All Managing Agents (MAs) and subcontractors are expected to work in line with this policy.
- 2.3. This policy will be jointly implemented with our MAs.
- 2.4. The words “staff, “us” and “we” in this policy refers to the staff of the MAs with regard to all operational matters.

## 3 | Legal and Regulatory Requirements

- 3.1. The Regulator of Social Housing’s (“**RSH**”) Tenancy Standard says that all Registered Providers (“**RP**”) must publish clear and accessible policies which outline their approach to tenancy management.

## 4 | Definitions

- 4.1. **Affordable Rent Housing**: Homes granted funding from Homes England let at below market rent by a registered provider. The rent (including service charge) is set at up to 80% of the local market rent or the Local Housing Allowance (LHA) cap for an equivalent home.

## 5 | Policy Commitment

### 5.1. Tenancy Type

- 5.1.1. The tenancies that we will offer will depend on the tenure of the property as set out below.
- 5.1.2. The rent level is set when the properties are built. Affordable Housing sites are defined prior to planning application through the Section 106 Agreement.

### 5.2. Affordable Rent

- 5.2.1. Affordable Rent properties will be let in line with the requirements of any short form agreement entered into with Homes England.
- 5.2.2. We will offer a 5-year Assured shorthold 'fixed' term tenancy. This will provide our residents with long-term security of tenure.
- 5.2.3. In the following circumstances we may terminate the tenancy:
- The property is overcrowded
  - The property is not suitable for the needs of the resident or their household
  - The property is an adapted or wheelchair accessible unit, and the adaptation is no longer required by the resident or their household
  - The resident has breached the terms of their tenancy, and has not met agreed plans put in place to resolve this
- 5.2.4. Provided that the circumstances stated above at 5.2.3 do not apply, at the end of a fixed term tenancy, we will generally grant a new 5-year fixed term Assured Shorthold Tenancy
- 5.2.5. We will provide written notice to the tenant of our decision on whether to grant a new tenancy and the reasons for it in writing.

### 5.3. Tenancy Changes

- 5.3.1. We will follow the MA's policy on tenancy changes. In general, there is no legal requirement for a landlord to grant a request from a sole customer for their tenancy to become a joint tenancy. Where a sole tenancy has been granted, we will not consider requests from an existing customer for a joint tenancy of the same property to be created unless the MA's policy states otherwise.

- 5.3.2. The Courts can order a joint tenancy be made a sole tenancy as part of family proceedings. How this happens in practice depends on the nature of the order made. We will comply with the requirements of any court order.
- 5.3.3. If one tenant informs us that the other has left and requests a sole tenancy, legally we cannot assist. As joint tenants are both jointly and individually responsible for the tenancy, including payment of the rent, there should be no problem determining responsibility for arrears. If legal action is to be taken both parties should be cited although possession action will only be against the tenant in occupation.
- 5.3.4. Habitare Homes will consider granting a new sole tenancy if one or other parties to an existing joint tenancy serves a Notice to Quit to end the tenancy.

#### 5.4. Tenancy Fraud

- 5.4.1. We are committed to tackling tenancy fraud to ensure that social housing stock is used for those in need of it.
- 5.4.2. As part of our allocations process Habitare Homes will establish and verify the identity of tenants and their household. We will require photo identification for all our tenants in order to assist us in preventing tenancy fraud.
- 5.4.3. If a tenant has been fraudulently obtained the property (based on misinformation) we will take action to terminate the tenancy.
- 5.4.4. Our tenancy agreement will set out the requirement for the tenant to live in the property as their only or principal home and their obligations and the restrictions in terms of subletting and assignment. During routine visits to our properties we check who is occupying the premises.
- 5.4.5. Where appropriate and in accordance with the law we will cooperate with other agencies where tenancy fraud is suspected.

#### 5.5. Tenancy Management and Support

- 5.5.1. We will offer support to our tenants to help them to sustain their tenancies. This will include:
  - Being clear at the start of the tenancy our expectations, and the obligations of our residents
  - Notifying resident as soon as we become aware of any breach of tenancy that the breach means they are at risk of losing their home
  - Working with local agencies to ensure that our residents are appropriately supported

#### 5.6. Tenancy Termination

- 5.6.1. Where a tenancy is terminated, either due to breach of tenancy, or at the end of a fixed term, Habitare Homes will ensure reasonable notice of our

decision is given to residents to provide them with the opportunity to make arrangements.

5.6.2. We will signpost our residents to the relevant local authority housing service for advice and support, as well as any local agencies or charities operating in the area.

5.7. Succession

5.7.1. For Affordable Rent tenancies we will grant tenancy succession to a tenant's partner, married or unmarried, same or different sex, provided they lived with the tenant at the time of their death, and it was their only or principal home. Only one succession is permitted; therefore, if the deceased tenant was themselves a successor no further succession can take place. In addition, the person succeeding would normally be expected to be at least 18 years old and must not own or rent another property, with this being their principal home.

5.8. Right to Acquire

5.8.1. Habitare Homes residents will have the right to acquire as defined in the Localism Act 2011: "Right to Acquire only applies to tenants on secure and assured tenancies (or assured shorthold tenancies whose tenancies began on or after 1 April 2012 and are for a fixed term of at least two years) occupying self-contained accommodation for rent where the costs of procuring or developing those properties was partly paid for by Social Housing Grant, Social Housing Assistance, the Disposal Proceeds Fund or any combination of these, on or after 1 April 1997."

5.9. Decanting Residents

5.9.1. Where we have to move residents to alternative accommodation during any redevelopment or other works, we will grant them a tenancy with no less security of tenure on their return to settled accommodation.

5.10. Appeals

5.10.1. We will follow our MA's appeals process.

5.10.2. We will act transparently in applying this policy. Where applicants do not agree with a decision we have made in relation to:

- The type of tenancy granted
  - The length of tenancy granted
  - The decision not to grant a new tenancy
- they have a right to appeal our decision.

- 6.1. The board have overall responsibility for this policy, which will be implemented by Habitare Homes' managing agent. The managing agent will be responsible for keeping the policy under review and suggesting any required changes.
- 6.2. This policy will be reviewed annually or following any regulatory or statutory change.
- 6.3. The board will receive assurance that the policy is being complied with through reports on tenancy renewals and changes and internal audit activity.

## 7 | Background Documents

- 7.1. This policy should be read in conjunction with the legal and regulatory documents listed below:

- RSH Tenancy Standard 2015
- Localism Act 2011
- Homes England - Capital Funding Guide

and the following strategies and policies:

- Allocations and Lettings Policy

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### Version Control

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Date	Amendment	Version
Oct 2022	New Policy Implemented	v1.0