

## Who this policy is for

This policy is for all residents of Wyedean Housing Association.

## Introduction

This policy describes how we meet people's housing needs and help our tenants enjoy the right home for as long as they need it. It also explains how we meet the Regulator of Social Housing's Tenancy Standard and required outcomes in relation to tenancies:

Registered providers shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community and the efficient use of their housing stock.

They shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.

The Tenancy Policy is supported by a Lettings Policy, which describes who we let homes to and how we decide when to grant a new tenancy.

## Our aims as a registered housing provider

We aim to provide tenancies that meet housing need and allow people to access affordable housing and the benefits of a secure home. We provide prospective tenants with help and advice to make sure they have the right home at the right time.

Our priorities are to:

- make the best use of our available housing stock
- develop balanced and sustainable communities across the areas in which we work
- help prospective tenants make an informed choice about where they live
- reduce overcrowding and under-occupation
- support older and vulnerable residents to make sure they have fair access to our housing
- make the best use of adapted housing for people with a disability
- maintain our houses to an excellent standard
- develop options to help long-term tenants own their home.

## Types of tenancy we provide

We want to provide our residents with the most secure tenancies available to them.

Where relevant, we offer tenancies that comply with the Regulator of Social Housing's Tenancy Standard and that *"are compatible with the purpose of the housing, the needs of individual households, the sustainability of the community and the efficient use of its stock."*



We also aim to ensure that residents understand the different types of tenancy we offer, why we offer different types of tenancy and what this means in terms of the rights and responsibilities set out in our tenancy agreements.

## **Periodic assured (shorthold) tenancy**

This is a starter tenancy which lasts for 12 months. We offer it to all new tenants who are not immediately moving from an assured or secure tenancy with another social housing provider. The assured (shorthold) tenancy automatically converts to an assured (non-shorthold) tenancy after 12 months if no action has been taken to end or extend the starter tenancy.

If, during the 12-month probationary period, the tenant breaks the tenancy conditions, but we do not want to end the tenancy, we can extend the probationary period by up to six months. We can only do this once.

## **Periodic assured (non-shorthold) tenancy**

This is our standard (weekly) tenancy which we offer to tenants who are moving from another assured tenancy within Wydean Housing Association or who have an assured or secure tenancy with another social housing provider.

## **Non-assured (equitable) tenancy**

As a minor (aged under 18) cannot hold a legal tenancy, we provide them with occupation rights by granting the legal tenancy to an adult to hold in trust for them. When the minor reaches the age of 18, we will offer them an assured shorthold or non-shorthold tenancy if we think they will be able to sustain it.

## **Family intervention tenancy**

Family intervention tenancies are granted to families who have chaotic lifestyles, including anti-social behaviour, rent arrears and children not attending school. They are designed for families who require intensive family support and who would not usually be offered a tenancy. Family intervention tenancies are offered to families for properties away from their original area. They are entered into voluntarily and last between six months and a year.

We cannot convert an existing tenancy to a family intervention tenancy. However, we can convert a family intervention tenancy into an assured (shorthold tenancy) for 12 months, which can then become an assured (non-shorthold) tenancy.

## **Demoted tenancies**

Under sections 6a and 20b of the Housing Act 1988, following a successful application to the courts for a demotion order, we may demote an assured (non-shorthold) tenancy to an assured (shorthold) tenancy for 12 months.



## Shared ownership

We promote affordable home ownership by selling properties on a shared ownership basis. The terms of shared ownership tenancies and how they are let are set out in our Shared Ownership Policy.

## Discretionary tenancies

Succession is when a tenancy is passed to another person in the household after the tenant named on the tenancy agreement dies. In some circumstances, where no right of succession to a tenancy exists, we may be able to grant a discretionary tenancy. Our Tenancy Changes Policy deals with successions and assignments and sets out the circumstances when we may grant a discretionary tenancy.

## Rents charged

We set the rents for our properties in line with our Rent and Service Charge Setting Policy. We let properties for social rent in line with our Lettings Policy through the Homeseeker Plus choice-based lettings scheme. When properties are advertised, we say whether the tenancy will be a social, affordable or market rent property and state the initial rent charge so applicants can decide whether the tenancy is suitable for them.

## Letting properties

We make sure residents know the different housing options available to them, given their circumstances. We also help them access the different options.

We let properties outside the local area and that do not come under Homeseeker Plus in line with our policies and section 106 obligation.

We let shared ownership properties in line with our Shared Ownership Policy.

We let properties to Wydean Housing Association board members, employees, and their close relatives in line with our policies.

## Tenancy agreements, responsibilities and sign-up

We ensure that new tenants are fully informed about the conditions of the tenancy on offer and their rights and responsibilities at the pre-tenancy sign-up stage. We explain how we manage our tenancies and offer help with, for example, housing benefit claims and future support the tenants may need.

New tenants also receive a follow-up visit to ensure they understand the tenancy conditions and are keeping to them.



## Tenants' responsibilities

All our tenants have responsibilities under our tenancy agreements. These responsibilities depend on the type of tenancy offered and include:

- to pay rent and any service charges weekly in advance
- to use your home for residential purposes, as your only or principal home and in a reasonable and responsible manner
- not to operate any business or trade without first getting our written permission
- to be responsible for the behaviour of everyone living in or visiting your home (including any children and pets)
- to keep your garden well-maintained at all times
- to allow us, our employees, contractors or agents access at reasonable times and subject to reasonable notice to:
  - inspect the condition of your home or any installations
  - carry out an annual safety check
  - carry out repairs or other works to your home or adjoining property
- to report to us promptly any disrepair or defect for which we are responsible in your home or communal area.

## Our responsibilities

Our responsibilities as a landlord also differ depending on the type of tenancy and include:

- to give possession of the home (or room, for shared tenancies) at the start of the tenancy
- to keep in repair the structure and interior of the home
- to provide tenants with information on our housing management policies as described in the guidance issued by the Regulator of Social Housing.

## Tenants' rights

The table below shows the differences in tenants' rights for the main tenancy types we offer.

Summary of tenants' legal rights	Periodic assured shorthold tenancy	Periodic assured non-shorthold tenancy
Right of succession for a family member or partner	Yes	Yes
Right to repair	Yes	Yes
Right to be consulted on housing management	Yes	Yes
Right to buy your home with a discount (some properties may be exempt)	No	No



Summary of tenants' legal rights	Periodic assured shorthold tenancy	Periodic assured non-shorthold tenancy
Right to acquire your home with a discount (some properties may be exempt)	No, but the probationary period counts towards the discount	Yes
Right to sub-let part of your home or take in lodgers (with your landlord's permission)	No	Yes
Right to carry out improvements and receive compensation if you move	No	Yes
Right to exchange or transfer (assign) your home	No	Yes

## Succession

For periodic assured non-shorthold and shorthold tenancies, there is a statutory right of at least one succession to a spouse or partner unless the tenancy agreement states that other family members can succeed. Our main tenancy agreements allow for family member succession in certain circumstances.

## Ending tenancies

### Tenancies with no security

We may wish to bring a tenancy to an end if a tenant has lost their security of tenure, for example, because they no longer occupy the property as their only or principal home or they have died and there are no further rights to succession. A notice to quit will be served. We may then take possession proceedings through the courts if necessary.

### Tenancy termination

A tenancy may be terminated by the tenant, and if there are joint tenants by any one of them, by serving a notice to quit on us.

If we and the tenant agree to bring the tenancy to an end, this may be done by a deed of surrender (a legal document) and, in some cases, by an implied surrender, for example, where the tenant leaves the property, returns the keys to us and we decide to accept this as a surrender.

An assured tenancy (shorthold and non-shorthold) can be ended by a court order. For non-shorthold tenancies, we must identify a ground for possession within the Housing Act 1988. Where we are entitled to mandatory possession, the tenant has a right to appeal as part of the notice procedure.



If we give notice to tell a tenant we are ending their tenancy, we'll offer them appropriate advice about their housing options.

## Property abandonment

If a tenant abandons their home, we will take appropriate action to recover possession of the property. We may serve a notice to quit to end the contractual tenancy and obtain a court order for possession. Further details can be found in our Tenancy Changes Policy.

## Tenancy fraud

The Prevention of Social Housing Fraud Act 2013 was introduced to ensure that social housing is occupied by those in greatest housing need. It:

- creates a criminal offence of unlawful subletting by assured and secure tenants in social housing
- gives local authorities powers to prosecute cases of unlawful subletting
- enables the courts to order the recovery of any profit made by tenants from unlawful subletting
- provides that assured tenants who unlawfully sublet the whole of their dwelling cannot subsequently regain their security of tenure.

Under the tenancy agreement, tenants can seek permission to sublet part, but not the whole, of their home.

## Monitoring and review

We will:

- monitor the effectiveness of this policy and consult with tenants on recommendations for change where necessary
- monitor the key performance indicators agreed as part of our performance management framework at least once a year.
- review this policy periodically and at least every 3 years or whenever there are any changes to legislation or policy from the Ministry of Housing, Communities and Local Government or the Regulator for Social Housing, taking into account good practice and any research that would impact on this policy and our service delivery.

This policy will be reviewed again no later than October 2026.

## Complaints

Tenants and prospective tenants can give us feedback on our service and make a complaint through our Complaints, Comments and Compliments policy.

