

Women's Pioneer Tenancy Management Policy

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1. Introduction

- 1.1. This policy outlines WPH's approach to aspects of tenancy management and is supported by the following tenancy management procedures:
- Starter tenancy procedure
 - Succession procedure
 - Mutual exchange procedure
 - Lodgers, sub-letting and caretaking procedure
 - Running a business from home procedure
 - Allocations and lettings policy and procedure
 - ASB policy and procedures
 - Abandoned Property Procedure
 - Pets procedure

2. Purpose of this document

- 2.1. This policy outlines the approach to tenancy management for general needs and sheltered housing.¹
- 2.2. It includes WPH's Deal extended to all tenants.
- 2.3. The policy covers our approach to granting tenancies and manage these tenancies.

3. The WPH Deal

- 3.1. Being a tenant of WPH brings a range of benefits and access to services, this is known as WPH's Deal. This Deal was designed in conjunction with tenants and reflects both their rights, responsibilities and our offer over and above providing accommodation.
- 3.2. Tenants will commit to upholding their responsibilities which include:

¹ For leasehold and market rent see Leaseholder Management Policy and WPH Homes Tenancy Management Policy respectively.

- Adhering to their tenancy agreement
- Not causing anti-social behaviour
- Paying their rent on time and in full
- Paying service charges and any other reasonable charges required
- Keeping the property in good condition
- Reporting repairs promptly
- Carrying out repairs which are their responsibility
- Treating staff with respect

3.3. WPH commit to upholding their responsibilities and tenants right outlined in this Tenancy Management Policy including:

- Adhering to our end of the tenancy agreement
- Carrying out repairs which are the landlord's responsibility
- Give at least 24 hours notice for inspections, visits and repairs
- Manage anti-social behaviour
- Provide options to transfer or exchange
- Provide up to date rent account information and support payments to be made
- Provide aids and adaptations
- Treat residents with respect

3.4. WPH will also offer every tenant additional services to help support their independence and wellbeing which may be delivered directly by WPH staff or in conjunction with trusted partner agencies, this includes:

- A rechargeable handyman service
- Benefits advice
- Financial advice
- ESOL classes
- Tenancy training for first time or disadvantaged tenants

3.5. The delivery of this service will be supported by conducting an annual tenancy visit to identify support needs, keep records up to date and inspect the condition of the property.

4. Our policy

4.1. WPH manage the following tenancy types:

- Starter
- Fixed term
- Assured
- Assured shorthold
- Secure

5. The types of tenancies WPH currently grant and in which circumstances

Starter (assured shorthold) tenancy

- 5.1. Starter tenancies (periodic assured shorthold tenancies) lasting 12 months are offered to all new tenants, apart from new lets at 25 Collingham Gardens where assured shorthold tenancies are granted from the beginning.
- 5.2. Starter tenancies are used to confirm the suitability of the property and neighbourhood for the tenant, as well ensuring that the tenancy agreement can be adhered to.
- 5.3. In exceptional circumstances a starter tenancy may be granted to an existing tenant with a starter tenancy who needs to move, for example to avoid risk of harm.
- 5.4. Criteria to convert a starter tenancy to an assured tenancy is:
 - Rent and service charges paid up to date
 - No ASB reported or ASB cases resolved
 - No other tenancy breach
 - A starter tenancy visit has been conducted
 - For two and three bedroom properties that the household is not under-occupying the property
- 5.5. We may extend a starter tenancy by six months if:
 - there is evidence to confirm a breach of tenancy but the issue is not serious enough to warrant possession action and more time is needed to enable the tenant to remedy the breach and we feel there is a reasonable prospect of the tenant doing so
 - allegations have been made and more time is needed to investigate them
 - there are rent arrears and more time is needed to enable the tenant to catch up with payments/claim benefit – only applicable where there is a good prospect of the arrears being reduced as a result of the extension.
- 5.6. Should an extension be offered this must be decided and the tenant notified, no later than 11 months into the tenancy.
- 5.7. Should the starter tenancy be ended without conversion to an assured tenancy the tenant should be notified no later 10 months into the tenancy.
- 5.8. Before taking action to terminate a starter tenancy, WPH must ensure that:
 - The appropriate policies and procedures have been followed
 - Reasonable steps have been taken to resolve the issues
 - There is clear supporting evidence
 - Possession is considered to be the most appropriate action and is in the best interests of the organisation and/or the community in which the tenant lives
 - There is a record of who has taken this decision, why and when.
- 5.9. Tenants have the right to appeal our decision as outlined in our Starter Tenancy Procedure.
- 5.10. Should the starter tenancy be converted to an assured tenancy a new tenancy agreement must be signed and dated on the 12 month anniversary of the start of the starter tenancy.

Fixed term tenancies

- 5.11. Existing fixed term tenants will be offered a conversion to an assured tenancy providing there is no ongoing court action.
- 5.12. A fixed term tenancy can be converted at any time during the fixed period but decisions must be made in writing about the decision of the tenancy six months before the end of the fixed term. See the Fixed Term Tenancy Procedure for detail.
- 5.13. WPH no longer grant new fixed term tenancies.

Assured tenancies

- 5.14. Assured tenancies will be granted following successful completion of a starter tenancy.

Secure tenancies

- 5.15. Secure tenancies are not offered to new tenants.

Assured shorthold tenancy

- 5.16. We grant assured shorthold tenancies at 25 Collingham Gardens without a preceding starter tenancy.

6. Mutual exchange

- 6.1. Under the Housing Act 1985, secure tenants have a right to exchange their home with another social housing tenant (a mutual exchange) if they have their landlord's consent, we have extended this offer to assured and fixed term tenancies.
- 6.2. Starter tenants do not have the right to mutually exchange their home..
- 6.3. Mutual exchanges will be offered to tenants in line with our Mutual Exchange Procedure and will require all female tenants to exchange with another female. In the circumstance a male tenant wishes to exchange we would encourage an exchange with an female but would allow an exchange with another male.
- 6.4. Mutual exchanges will only be approved if the incoming tenant meets our normal lettings requirements as outlined in the Allocations and Lettings Procedure. This includes affordability and suitability e.g. the exchange would not lead to overcrowding or under occupation and the incoming tenant does not have rent arrears.
- 6.5. In line with our Allocations and Lettings Policy and Procedure we will provide literature on mutual exchanges and access to an online mutual exchange facility.

7. Succession

- 7.1. WPH offer succession to tenancy in line with legislation for secure, assured and fixed term tenancies.²

² Secure tenancies: Housing Act 1985 Section 88
Assured tenancies: The Housing Act 1988 Section 17

- 7.2. Succession will be administered in line with our Succession Procedure.
- 7.3. Women's Pioneer Housing is likely to ask an occupier to move to alternative accommodation even if they have the right to succeed if:
 - the property has been adapted for someone with physical disabilities and the successor does not need the adaptations
 - the successor would be under-occupying by one or more bedrooms.
- 7.4. If there are rent arrears at the time of the tenant's death, any successor will be wholly responsible for the debt outstanding.
- 7.5. Only one succession is allowed for all tenancy types.

Succession for secure tenants

- 7.6. A spouse or family member is qualified to succeed the tenant if they occupy the property as their only or principal home at the time of the tenant's death.
- 7.7. Additionally, in the case of a family member, they must have resided with the tenant in the property as their only or principal home throughout the twelve months prior to the tenant's death.
- 7.8. The term "spouse" includes spouse, civil partner, couple living together as husband and wife or as civil partners (including same sex partners).
- 7.9. The term "family" includes parent, grandparent, child (including adopted or stepchild), grandchild, brother, sister, uncle, aunt, nephew, niece. Relationships through marriage are treated as relationships by blood, step relationships and children of common law relationships count as if full blood.
- 7.10. If more than one family member is qualified to succeed, they should agree who is to succeed and if they cannot, WPH will decide.

Succession for assured tenants

- 7.11. A spouse or someone living with the tenant as his or her husband or wife is qualified to succeed an assured tenancy. These categories all include same sex partners. Family members have no statutory right to succeed to an assured tenancy granted by Women's Pioneer Housing.
- 7.12. In some circumstances we may consider allowing a family member to succeed an assured tenancy, for example if a family member or household member has lived with the tenant in the property as their principal home for a long period of time. Details can be found in the Succession Procedure.

Succession for fixed term tenants

- 7.13. A right of succession for a fixed term tenant exists provided that the tenancy has been granted for at least two years..
- 7.14. A spouse, civil partner or person living with the tenant as a spouse or civil partner is qualified to succeed. These categories all include same sex partners.

Succession for starter or assured shorthold tenants

- 7.15. No rights of succession exist for starter or assured shorthold tenancies.

8. Running a business from home

- 8.1. Tenants must request permission from WPH to run a business from home, we will not unreasonably withhold permission. The process for application and decision making is set out in our Running a Business from Home Procedure.
- 8.2. The definition of a business normally implies a business activity, which will have an impact on the property or neighbours. Some telephone or computer based work may not constitute a business in this case.
- 8.3. We will normally give permission to run a business from home provided:
- The tenancy agreement does not prohibit a business from home
 - The property is suitable for the type of business requested
 - The business will not cause a nuisance or damage
- 8.4. When considering permissions and suitability we will check and consider:
- The tenancy agreement
 - The type of business
 - The expected impact on neighbours (eg frequency of deliveries, number of visitors, increase in traffic, resulting noise etc.)
 - The size and layout of the property
 - The access to property (own or shared entrance)
- 8.5. Permission is granted on condition that the business does not cause a nuisance to neighbours or damage to WPH's property and permission can be withdrawn. Continuing to operate a business once permission has been withdrawn constitutes a breach of tenancy. Permission will be given in writing.

9. Lodgers and sub-tenants

- 9.1. This policy is to be used in conjunction with our Lodger, Sub-Letting and Caretaking Procedure.
- 9.2. Lodgers have licences rather than tenancy agreements which gives them fewer legal rights than subtenants, which means that they can be asked to leave by giving 'reasonable notice' (usually four weeks). They will often, but not always, also be provided with meals and board by the household and the tenant will still have the right to enter into the lodger's bedroom at any time.
- 9.3. A legal subtenant will hold a formal Tenancy Agreement issued by the head tenant (our tenant) which grants the subtenant exclusive possession of part of the property, usually their bedroom, this tenancy cannot be an assured tenancy. In

holding exclusive possession of this part of the property the subtenant must live within it as a separate household from the head tenant and receive no or very little board. The head tenant, by granting exclusive possession, surrenders the right to enter this part of the property without the subtenant's permission.

- 9.4. The tenancy agreement between the head tenant and sub-tenant will not be an assured or assured shorthold tenant as it will fall under the resident landlord exemption in Schedule 1 of the Housing Act 1988.
- 9.5. Secure tenants have a statutory right to take in a lodger but must inform WPH if they are doing so, they must however receive written permission to sub-let part of the property.
- 9.6. Assured tenants have the option to take in a lodger or sub-tenant with our written consent.
- 9.7. Fixed term tenants can sublet part of the property and can take in a lodger with written consent.
- 9.8. Starter tenants and assured shorthold tenants do not have a right to take in a lodger or sub-let any part of their home.
- 9.9. Under the rules in the Immigration Act 2014, any tenants who rent out a room will be responsible for making sure that their lodger or sub-tenant has the correct immigration status (either permanent or temporary leave to remain) which gives them a right to rent.
- 9.10. Where permission is needed, tenants will not be granted permission for a lodger or sub tenant if
 - The head tenant does not continue to occupy the property as their main or principal home
 - Granting permission would overcrowd the property
 - There have been complaints about the proposed lodger or sub-tenant with enough evidence to suggest the lodger or sub-tenant would cause ASB
 - There have been complaints about the proposed lodger or sub-tenant with enough evidence to suggest the lodger or sub-tenant may cause or has caused domestic abuse.
- 9.11. Tenants must inform us of the name, age and sex of the intended lodger or sub-tenant and the part of the property he or she will be occupying.
- 9.12. WPH will not become involved in any disputes that arise as a result of entering into such an arrangement.
- 9.13. The tenant remains responsible for any damage or nuisance caused by anyone visiting or sub-letting or lodging in the property and permission may be withdrawn by WPH if complaints regarding noise or nuisance as a result of people staying in the property are made.

- 9.14. WPH will not consider requests to let out part of the property as a short term let via websites such as Air BnB. Any such let will be considered a breach of tenancy.

10. Temporary absence from the property

- 10.1. Assured and starter tenants must tell us in writing if possible and in advance if they expect to be away from the property for 30 days or more.
- 10.2. Assured and starter tenants may not be absent from the property for more than four months without obtaining our prior written consent.
- 10.3. Secure and assured shorthold tenancy agreements do not have a clause regarding absence but must continue to occupy their property as their principal home.
- 10.4. In most circumstances absence from the property will be approved for up to six months with reasoning from the tenant. Absences up to 12 months may be approved in exceptional circumstances.
- 10.5. In absences longer than 12 months we would normally consider that the property is no longer the tenant's principal home and the tenant would be expected to relinquish their tenancy.
- 10.6. If a tenant does not return to their home within the agreed timeframe, investigation should be made into whether the property has been abandoned and a joint decision with the manager taken on next steps. This is as per the Abandoned Property Procedure.
- 10.7. During any period of absence the tenant remains responsible for the rent and any tenancy breaches made in their absence.
- 10.8. WPH will not usually approve a caretaker in absence, however in the circumstances where this does occur WPH does not accept the rent from the caretaker but only on behalf of the tenant, this should be confirmed in writing prior to the first payment.

11. Decants

- 11.1. WPH may decant tenants from their property for major works or if the building will be demolished as part of a regeneration plan.
- 11.2. In some circumstances the tenant will have the right to return to their original property or a newly developed property following completion of works.
- 11.3. When WPH is redeveloping a building, wherever possible we will make up to two offers of alternative accommodation (one for starter tenants). However, as the number of flats that become empty is small, we may have to limit this to one reasonable offer.

- 11.4. If a tenant has rent arrears we will continue with our actions to recover the debt, including court proceedings if necessary. This could result in repossession of the property which would negate the decant.
- 11.5. During a redevelopment decant, tenants will be entitled to a Home Loss payment, the amount dictated by government, so long as they have been a tenant of their current home for at least 12 months. Any rent arrears will be deducted from this payment.
- 11.6. In all decants we will also pay a disturbance allowance to cover the reasonable costs of removals and disconnection and reconnection of supplies (electricity and/or gas). We can arrange removals but if the tenant prefers to do this themselves, we will expect to see two written quotations and we will pay reasonable expenses only.
- 11.7. In any decant situation we will wherever possible offer decant accommodation in the local area.
- 11.8. In repair decant situations tenants have the right to choose not to return to their original property and remain in the decanted property. The tenant does not have a right to a homeloss payment.

12. Pets

- 12.1. We do not normally object to a tenant keeping a pet if it does not require access to a garden, unless the pet is likely to cause nuisance through noise or some other cause or the pet's welfare cannot be assured.
- 12.2. Permission to keep a pet is granted only on condition that it does not become cause for complaint. In this circumstance we may withdraw permission and require the tenant to find another home for it.
- 12.3. Sitting tenants in properties we acquire who have a pet at the time may keep that pet but will be required to find another home for it if it becomes cause for complaint.
- 12.4. Prior permission is required for a dog, except if the dog is a guide dog or hearing dog. We will give permission to keep a dog only if the tenant has direct access to and exclusive use of a garden.
- 12.5. Prior permission is not needed for cats and small animals such as fish, lizards in a tank, budgerigars, hamsters etc. Pets are not allowed in common parts unless accompanied.

Managing breaches of tenancy

13. Unlawful subletting

- 13.1. All WPH tenancy agreements prohibit sub-letting the whole property in accordance with the law.
- 13.2. It is against the law for a social housing tenant to sublet, assign or part with the whole or part of their property, and cease to occupy the property as their main or

principle home. There are two criminal offences covering sub-letting in social housing:

- Knowingly subletting: where the tenant knows that subletting is a breach of tenancy, but not that it is a criminal offence
- Dishonestly subletting: where the tenant knows that subletting is a breach of tenancy and that it is a criminal offence

13.3. Unlawful subletting is a type of tenancy fraud. It takes away control over who lives in our properties, as it prevents us from following our Lettings and Allocations Policy to house those in need.

13.4. WPH will always take action in known or suspected cases of subletting according to our Lodger, Sub-letting and Caretaker Procedure.

14. Other tenancy fraud

14.1. WPH takes tenancy fraud very seriously including:

- Wrongly claimed succession - where the tenant dies and someone tries to take over or succeed the tenancy which they are not entitled to
- False Right To Buy/Right To Acquire - where a tenant makes a Right to Buy or Right to Acquire application and gives false information in their application
- Key selling - where a tenant is paid to pass on their keys in return for a one-off payment
- Unlawful assignment - where a tenant stops using their tenancy as their main or principal home, allowing another person to live there without permission from WPH.
- Obtaining housing by deception - where a person gets a home by giving false information on their housing application.

14.2. If we suspect tenancy fraud we will conduct a full investigation and inform the relevant authorities.

15. Other breach of tenancy

15.1. WPH will endeavour to support all residents to meet their responsibilities in their tenancy agreement as set out in our Deal, however in the situations where tenancy agreements are breached we will take action according to the relevant policy and procedure.

15.2. WPH hold policies and procedures which outline our approach to tenancy breaches:

15.2.1. The Rent Arrears Policy and Procedure outlines our approach to when a tenancy is breached through non-payment of rent.

15.2.2. Anti-social Behaviour Policy and Procedure outlines our approach to when a tenancy is breached through nuisance or harassment.

15.2.3. Lodger, Sub-letting and Caretaker procedure outlines our approach to when a tenancy is breached through illegal sub-letting.

15.2.4. Allocations and Lettings Procedure outlines approach to ensuring tenants fully understand their responsibilities in their tenancy agreement and the WPH Deal.

16. Death of a tenant

16.1. In the event of the death of a tenant and where there is no right and application to succeed the tenancy, we will serve a notice to quit or Section 146 Notice in the case of a fixed term tenancy, on the executors of the will/estate. In the case where there is no will, we will serve the notice on the Personal Representative of the deceased and the public trustee, to bring the tenancy to an end.

17. Ending a tenancy and right of appeal

17.1. Ending a tenancy and right of appeal is covered by our Eviction Policy and Procedure