



# **Tenancy Policy 2024 - 2027**

## Tenancy Policy

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<b>Policy Links:</b>	Equality & Diversity Mutual Exchange, Assignment & Subletting Lettings

### Brief Policy Summary:

This policy sets out the Company's approach to tenancy management and the types of tenancy offered.

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## Purpose

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1. The policy is intended to assist our aims and objectives to provide secure affordable homes to those in most need and to maintaining stable communities. We want to encourage our customers to see their home as a home for life, where they will settle and see themselves as having an investment in their communities.
2. The policy sets out Lincolnshire Housing Partnership's (LHP) approach to tenancy management and the types of tenancy we will offer.
3. It has been developed considering the needs of individual households, the sustainability of communities and the most efficient use of our housing stock.
4. Properties acquired through LHP's Growth Strategy will be let at the appropriate rent (e.g., affordable, intermediate, market or social) as will properties let in relation to the former Empty Homes Initiative and all new build properties. All other properties covered by this policy will be let at social rent.

## Scope

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5. The policy applies to all customers of LHP who rent their living accommodation from us.
6. The policy does not apply to leaseholders or shared owners who are subject to separate policies and forms of tenure. This policy also does not apply to anyone who rents commercial property or has leased residential property to be used as supported accommodation.
7. Prior to any tenancy type being offered all customers and household members aged 18 and over will be checked to ensure they can legally rent a residential property in England known as the "Right to Rent".

## Regulation and Legalisation

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8. This policy complies with the Regulator of Social Housing's Tenancy Standard specifically where it states: -
  - a) Registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud, and set out:
    - b) The type of tenancies they will grant.
    - c) Where they grant tenancies for a fixed term, the length of those terms.
    - d) The circumstances in which they will grant tenancies of a particular type.

- e) Any exceptional circumstances in which they will grant fixed term tenancies for a term of less than five years in general needs housing following any probationary period.
  - f) The circumstances in which they may or may not grant another tenancy on the expiry of the fixed term, in the same property or in a different property.
  - g) The way in which a tenant or prospective tenant may appeal against or complain about the length of fixed term tenancy offered and the type of tenancy offered, and against a decision not to grant another tenancy on the expiry of the fixed term.
  - h) Their policy on considering the needs of those households who are vulnerable by reason of age, disability or illness, and households with children, including through the provision of tenancies which provide a reasonable degree of stability.
  - i) the advice and assistance they will give to customers on finding alternative accommodation in the event that they decide not to grant another tenancy.
9. Their policy on granting discretionary succession rights, taking account of the needs of vulnerable household members. Other relevant legislation includes, but is not limited to:

Housing Act 1985 (Section 92)
Housing Act 1988
Housing Act 1996
Family Law Act 1996
Local Government and Housing Act 1989
Equality Act 2010 & 2012
Localism Act 2011
Protection from Eviction Act 1977

## Equality and Diversity

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10. LHP recognises that its customers and colleagues come from diverse backgrounds, with varying experiences and needs. LHP is committed to promoting equality and fairness and combating discrimination. This applies to everyone, regardless of gender, racial or ethnic background, disability, religion or belief, sexual orientation gender reassignment, age, marital or parental status.

## Tenancy Types

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### Assured Tenancy

11. This is the most secure form of tenancy we offer. Most existing customers of LHP have Assured Tenancies and they last until either the tenant(s) gives 4 weeks written notice to end the tenancy or LHP obtains a court order to end the tenancy on one of the grounds contained in the Housing Act 1988, one of these grounds is a breach of one or more of the Conditions of Tenancy. We will offer an Assured tenancy to: -
- An Assured tenant of a Registered Housing Provider (including LHP) or a Secure tenant of a Council who wishes to carry out a mutual exchange with a LHP Assured tenant.
  - Customers with a Starter tenancy which will become an Assured tenancy at the end of the Starter tenancy period or in the case of an extended Starter tenancy at the end of the extended period.
  - A person who is entitled to succeed to the tenancy of an Assured tenant who has died. This only applies to statutory successions as defined in LHP's Succession Procedure. (See also Succession Rights within this Policy).

### Assured Shorthold Tenancy

12. This is a less secure type of tenancy and has fewer rights than an Assured Tenancy. We will offer Assured Shorthold tenancies to:
- Those housed under homeless legislation.
  - Those housed in temporary accommodation.
  - Those housed under Rent to Buy (following a fixed term period of one year)

### Starter Tenancy

13. This is in effect a trial tenancy for a period of 12 months. It has similar rights to an Assured Shorthold Tenancy and can be ended more quickly by the landlord if the tenancy conditions are broken. Starter customers who maintain their tenancies without breaching the conditions of the tenancy will convert to an Assured Tenancy at the end of the first twelve months.
14. Customers who have breached their Tenancy Agreement may have their tenancy ended.
15. Starter tenancies may be extended with the agreement of the Neighbourhoods and Allocations Manager, Income Manager and ASB Manager for a period of six months where it is judged that more time is required to reasonably allow a tenant(s) to demonstrate compliance with their conditions of tenancy or other relevant stipulation in relation to the conduct of their tenancy.

16. A customer may request a review of a decision to extend a starter tenancy and this will be managed in line with the Complaints Policy.
17. The two Corporate Heads must approve Section 21 Notices.
18. We will offer Starter tenancies to all new customers except:
  - Existing LHP assured customers.
  - Assured or secure customers of other social landlords.
  - Where a tenancy is created by way of a mutual exchange between LHP assured customers or an assured or secure tenancy of another social landlord.
19. We will only end a Starter tenancy by obtaining a court order for possession of the property:
  - On one of the grounds listed in Schedule 2 of the Housing Act 1988: or
  - By serving two months' notice requiring possession in accordance with Section 21 of the Housing Act 1988.
20. Where a decision is taken to end a Starter tenancy, the tenant has the right to appeal against this decision, see Section 5.

#### License to Occupy

21. This is the least secure form of agreement we offer and will be offered to:
  - Those who do not have exclusive occupation of a property, e.g., where there is a shared kitchen, bathroom, or lounge.

#### Fixed Term Tenancy

22. This is a tenancy for a fixed period, normally five years (except a Rent to Buy tenancy) and can be either a Fixed Term Assured Shorthold tenancy or an Assured Tenancy.
23. LHP will use Fixed Term Tenancies, but they are only deemed appropriate when specifically linked to a client group. At the present time, there are four specific groups for whom fixed term tenancies are considered appropriate, which are as follows:
  - The former Empty Homes Initiative in partnership with the Local Authority. The Empty Homes Initiative involved bringing a small number of un-occupied privately owned properties back into use and let at affordable rents (i.e. up to 80% of the equivalent market rent for the area) by LHP who will manage them on behalf of the owners for a fixed lease period of 10 years.
  - Properties with 4 or more bedrooms.
  - Properties adapted for use by people with disabilities.
  - Rent to Buy properties.
24. For the purpose of this Policy "adapted" will mean properties with a minimum of level access suitable for a wheelchair user and wet room type bathroom.

25. We will offer Fixed Term Assured Shorthold tenancies of five years to:
  - Applicants who rent a property under the Empty Homes Initiative.
  - Applicants who rent a property with 4 or more bedrooms, and applicants who rent an adapted property; and
  - Where the applicants do not already hold an Assured Tenancy with LHP or another Registered Provider.
26. We will review a fixed term tenancy nine months prior to the end of the fixed term in order to allow sufficient time for the tenant to find alternative accommodation if required. We will carry out a full review of the tenant's financial circumstances and tenancy conduct, also assessing whether the household still requires the larger or adapted property.
27. We will renew a fixed term tenancy where the tenant satisfies the review criteria.
28. We will advise the customer in writing not less than six months before the end of the tenancy that a new 5-year fixed term tenancy will be offered prior to the end of the existing fixed term. The new fixed term will commence on the day after the end of the existing fixed term.
29. We may **end** the tenancy if:
  - There have been breaches of the tenancy agreement.
  - The property is no longer suitable, for example if it is too large or too small for the needs of the household, or the adaptations are no longer required.
  - The tenant's financial circumstances are such that they will be unable to sustain the tenancy over a further fixed term.
  - The tenant does not accept the terms and conditions of the new tenancy.
  - The tenant's financial circumstances have changed, and they have the financial capacity to meet their own housing need and it is reasonable for them to do so.
30. To assist the review the tenant will be required to provide all information necessary to ensure a fair assessment can be made. Failure to provide the necessary information will be considered in the final decision on whether to offer a further fixed term tenancy.
31. Where a decision is taken not to renew the tenancy, the tenant has the right to appeal against this decision, see Section 5. If an appeal is not received or if the appeal is dismissed, LHP will then serve a Section 21 Notice to end the tenancy.
32. The use of Fixed Term tenancies will be reviewed periodically, and this Policy updated should the Board take a decision to alter the use of Fixed Term tenancies.
33. Where a vacancy occurs in a property included in the Empty Homes Project and there is less than five years of the lease remaining, we will offer either a Fixed Term Tenancy of two



years or a periodic Assured Shorthold Tenancy, whichever is more appropriate considering the remaining term of the lease.

34. We will offer Fixed Term Assured Shorthold tenancies of one year to: -
  - Applicants who rent a property under the Rent to Buy Scheme.
35. After the initial fixed term period, the tenancy will revert to a periodic assured shorthold.
36. Customers will have the option to purchase after the first year of their tenancy and will subsequently be given the option annually. Any Rent to Buy Tenancy will be for a maximum term of five years.
37. We will review a Rent to Buy Tenancy six months prior to the end of the five-year term in order to allow sufficient time for the tenant to find alternative accommodation if required.
38. We may **end** the tenancy if: -
  - There have been breaches of the tenancy agreement; and
  - Where the tenant does not have the financial means to proceed with the purchase at the end of the five-year term.

#### Temporary Decant License

39. This is a License and not a form of tenancy and is used to enable customers to live temporarily in another property whilst work is undertaken on their principal property. This is usually because the work is disruptive, or there are other factors which make it impractical for the tenant to remain whilst the work is undertaken.
40. The tenant will maintain their tenancy on their usual home for the duration of the Temporary Decant License. Once the work has been completed the license will be terminated and the tenant will be required to return to their home.

#### New Build properties

41. We will let new build homes as affordable rent, which may also be subject to a Deed of Variation. A Deed of Variation enables LHP to change or add terms within the Tenancy Agreement. The Deed supplements the existing Assured Tenancy Agreement.

#### Rent to Buy Tenancies

42. These are issued on new build properties that have been built specifically for the purpose of Rent to Buy with funding through Homes England. We will let as an Assured Shorthold Tenancy on a yearly basis for an initial period of five years.
43. Garages - We will offer licenses for all our garages for the purposes of storing a vehicle or other items.

## Appeals

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44. A tenant may appeal in writing against the following decisions to: -
  - the type of tenancy offered.
  - the length of a fixed term tenancy offered.
  - end a Starter Tenancy
  - not renew a five-year Fixed Term Tenancy
  - end a Rent to Buy Tenancy
45. The tenant will have 14 days to appeal against the above decisions; the appeal should be made in writing to LHP outlining the specific reasons for the appeal.
46. LHP will convene an Appeal Panel within 21 days of receipt of the written appeal. The Appeal Panel will not include members of colleagues involved in the decision to end or not renew a tenancy and will be chaired by a senior member of colleagues, for example a Corporate Head of Service or an Executive Director. The tenant may be accompanied by a representative at the Appeal Panel. The review will be based on the evidence presented.
47. If the appeal is dismissed, LHP will take legal action to end the tenancy. Guarantors
48. We may use a guarantor when the outcome of a Financial Capability Assessment shows that a tenant is on a low income and may struggle to manage a tenancy without support, but in all other aspects may be a good tenant. A guarantor may also be accepted when a child succeeds to a tenancy following the death of a parent and due to their age may have limited income and not be eligible for housing benefit.
49. A guarantor is an individual that assumes the financial liabilities of the tenant, including paying the rent in the event that they stop. When a guarantor enters into an agreement, they agree to meet the full obligations under the Tenancy Agreement on the tenant's behalf.
50. The guarantor is contractually bound to accept these legal liabilities of the tenant and legal action will be taken if they do not comply. The guarantor would also need to undergo a Financial Capability Assessment to assess their suitability and will be expected to sign a Guarantor Agreement.

## Joint Tenancies

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51. Joint Tenancies will only be granted at the commencement of the tenancy where there is a joint application for housing and each of the applicants is eligible to hold a tenancy.

## Vulnerable Households

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52. Where a customer is deemed to be vulnerable, we will ensure that they have access to additional support to help understand their tenancy and any review process.
53. All applicants for supported housing will have an assessment carried out to ensure that any support needs are identified. All applicants for housing who have any members of their household with a disability will have their needs considered when assessing the type of property they require, making them aware of digital solutions available to support them in the property.

## Advice and Assistance

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54. Where a Starter Tenancy or a Fixed Term Tenancy is not being renewed, we will provide advice and assistance on other housing options. We will provide advice on benefit entitlements and assist with financial planning where required. The provision of advice may include signposting to other agencies who may be able to provide more specialist advice and practical support.

## Maintaining the Tenancy

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55. We aim to help and assist customers to maintain their tenancy by providing support, advice, and referrals to other specialist agencies.
56. The types of assistance we offer to customers will include but are not limited to: -
  - Referring and signposting to the Wellbeing Service
  - Benefit and Money Advice to maximise income.
  - Preventative approach to rent arrears – eviction as a last resort.
  - Signposting to outside agencies e.g., Citizen's Advice who can provide debt advice.
  - Comprehensive partnerships to prevent and resolve anti-social behaviour.
  - Assessment for all sheltered housing applicants.
  - Partnership working with specialist services such as Mental Health.
57. Whilst our primary aim is to assist customers to maintain their tenancy, we will take legal action against any tenant who seriously breaches the terms of their Tenancy Agreement including where necessary, re-possession.

## Mutual Exchanges

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58. The right to exchange properties will depend on the type of tenancy held and will be set out in the Tenancy Agreement.
59. The written consent of the landlord is required to carry out an exchange.
60. Further details are contained within the Mutual Exchange, Assignment and Subletting Policy.
61. LHP subscribes to HomeSwapper, an internet-based exchange service and customers who require it will be assisted to access the service. The service is publicised through our website, in person during visits and verbally with any telephone contact.

## Succession Rights

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62. Succession to a tenancy occurs on the death of a tenant or a joint tenant and succession rights are set out in the Tenancy Agreement. More detailed provisions regarding the legislation and process are provided within the Succession Procedure.
63. LHP recognises that customers affected by this are grieving the loss of a family member and it follows that all requests for succession are handled with the upmost sensitivity and compassion.
64. Assured Customers (including those with Assured Shorthold, Fixed Term and Starter tenancies) have rights of succession. Licensees do not.
65. Preserved RTB flows through the original tenancy and S.171B(4) strictly identifies the list of people who can obtain the PRTB from the original stock transfer and this includes “a member of the former secure tenant’s family who acquired that assured tenancy under the will or intestacy of the former secure tenant or in whom that assured tenancy vested under section 17 of the Housing Act 1988 (statutory succession to assured tenancy)”.
66. There are three types of successions, namely succession by survivorship, statutory succession, and contractual succession.
67. Survivorship: In the case of joint tenancies, the tenancy will automatically pass to the surviving joint tenant(s), and they will succeed by survivorship.
68. Statutory: If a sole tenant dies and that tenant was not a successor to the tenancy, the tenancy will pass to the husband, wife, partner (including same-sex partner) provided they have lived with the tenant at the time of the tenant’s death.

69. Contractual: If a sole tenant dies and had not already succeeded to the tenancy of the property, the tenancy may be passed to a member of the tenant's family provided that they have lived with the deceased tenant at least 12 months prior to the death. Members of the family are considered to be: -
- Parents
  - Grandparents
  - Children
  - Grandchildren
  - Brothers
  - Sisters
  - Uncles
  - Aunts
  - Nephews and Nieces
70. Where more than one person qualifies to succeed to the tenancy, the members of the tenant's family should agree which of them should succeed. If they cannot agree, then LHP will decide.
71. LHP is under no obligation to offer a spouse, partner, or family member a tenancy if they have no statutory or contractual right to succeed. In the event that no one is entitled to succeed to the tenancy on a statutory or contractual basis, the Company may at its absolute discretion allow an individual to succeed to the tenancy in other circumstances on a discretionary basis.
72. Before exercising its discretion, the Company will take account of:
- The relationship between the proposed successor and the deceased tenant: whether the applicant is a spouse, civil partner or has a close familiar relationship with the deceased.
  - Whether the applicant has lived in the property with the tenant for the 12 months prior to their death as their sole and principal home.
  - The "housing need" of the proposed successor.
  - The size and facilities of the property currently occupied in relation to the needs of the proposed successor: the property is not considered to be under or over occupied in accordance with our Lettings Policy. If it is, we may consider offering suitable alternative accommodation.
  - The vulnerability of the customer either by way of age, disability, or illness.
  - Whether or not the proposed successor has responsibility for any resident dependents and the dependents are currently residing in the property.
  - The extent of housing need in the area.

- The applicant has sufficient income to pay the rent.
- Whether the deceased tenant had rent arrears, ASB complaints and kept the property in a clean and well-maintained condition.
- Whether the applicant agrees to pay any arrears that have accrued since the tenant's death.
- The proposed successor's eligibility under the current Choice Based Lettings Policies.

## Tenancy Fraud

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73. We will investigate any suspicion of tenancy fraud (such as sub-letting and fraudulent housing applications) and utilise all the enforcement powers available to us and co-operate with any other agencies such as Housing Benefit departments to detect and prevent fraud.

74. Where tenancy fraud is proven, we will seek to re-possess the property.

## Keeping Pets

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75. LHP recognises that owning a pet can have a powerful impact on our customer's physical, emotional, and social wellbeing. We therefore take a flexible approach to the keeping of pets as long as the pet is well cared for and does not cause any nuisance, annoyance or damage to the property or surrounding neighbourhood.

76. For the purposes of this Policy, the definition of pet is as follows: 'an animal which is normally kept inside a dwelling, including dogs, cats, parrots, and similar-sized animals, but does not include livestock.'

77. LHP will provide automatic permission for those wishing to seek to own a pet where the following circumstances apply:

- The permission will result in no more than 2 pets in the home.
- The customer does not live in a building with a shared entrance, for example a block of flats or a sheltered scheme.
- The customer confirms that they have not received any warnings from LHP or revoked permissions previously.
- LHP does not require permission for small domestic caged or tanked animals.

78. Where these circumstances do not apply, each customer permission request will be assessed on its own merits.

79. LHP will not unreasonably withhold permission and all decisions will be made with due regard to whether the circumstances of the pet ownership are likely to mean that the animal's welfare cannot be properly provided for and/or the circumstances of the ownership are likely to result in annoyance or nuisance to others and/or damage to the property.
80. Our tenancy agreements and accompanying policies and guidance set the conditions for the keeping of animals and pets and this is a contract between LHP and the customer. The Agreement requires that the customer display all the key attributes of responsible pet ownership and LHP reserves the right to withdraw permission and pursue proportionate enforcement action should a number of these terms be breached.

## Monitoring

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81. The key monitoring indicators of this policy are the:
- % of tenancies issued by Tenancy Type
  - % of starter tenancies that fail by reason

The performance of the above indicators will be reported to LHP's Corporate Leadership Team and Operations Committee on an annual basis.

## Policy Review

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82. This policy will be reviewed on a three-year cycle or when legislative changes are required before the next scheduled review.

## Equality Impact Assessment

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### Tenancy Policy

To set out the Company's approach to tenancy management and the types of tenancy we offer

<b>Completed By:</b>	Corporate Head of Customers	<b>Date:</b>	23 April 2024
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#### STAGE 1: SCREENING

This stage establishes whether a proposed initiative will have an impact from an equality perspective on any particular group of people or community – i.e., on the grounds of race, religion/faith/belief, gender (including transgender), sexual orientation, age, disability, or whether it is “equality neutral” (i.e., have no effect either positive or negative).

**Q 1. Who will benefit from this initiative?** Is there likely to be a positive impact on specific groups/communities (whether or not they are the intended beneficiaries), and if so, how? Or is it clear at this stage that it will be equality ‘neutral’ i.e. will have no particular effect on any group? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

Almost all customers and future customers will benefit as the policy provides for the most secure form of tenure for the type of property being offered. The introduction of starter tenancies will provide lesser security than previously for new customers for an initial period of 12 months. However, this will only impact on those who fail to comply with the tenancy agreement and only after a court order has been obtained. The provision of support during the 12 month ‘starter’ period will minimise the risk of eviction and contribute towards safer, sustainable communities for all.

**Q 2. Is there likely to be an adverse impact on one or more minority/under-represented or community group as a result of this initiative?** If so, who may be affected and why? Or is it clear at this stage that it will be equality ‘neutral’? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

Yes, there is the likelihood of an adverse impact on migrant communities as we are required to undertake checks to ascertain if a potential tenant/lodger is permitted to be in the UK as required by the Immigration Act 2014. We do not envisage any negative impact for any other group but will be monitoring diversity to keep this under review.



**Q 3. Is there sufficient data on the target beneficiary groups/communities?** Are any of these groups under or overrepresented? Do they have access to the same resources? What are your sources of data and are there any gaps? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

Yes, we collect data on all customers in relation to gender, age, disability, household make-up. We will analyse the data for customers and types of tenancy provided to identify any differences between these groups of customers and the customer profile as a whole. We will be analysing this data and will consider any differences which are identified and take actions to improve our policy and procedures in response.

**Q 4. Outsourced services – if the initiative is partly or wholly provided by external organisations / agencies, please list any arrangements you plan to ensure that they promote equality and diversity.** *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

The policy is implemented and monitored internally.

**Q 5. Is the impact of the initiative (whether positive or negative) significant enough to warrant a full impact assessment – see? guidance?** If not, will there be monitoring and review to assess the level of impact over a period of time? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

We do not perceive any negative impact that would warrant a full equality impact assessment – however if our monitoring identifies any significant impacts then we will revisit this decision.

**Q 6. To be completed at six monthly review Detail** actions taken to assess the level of impact over a period of time, or to address any gaps in data. *Please consider all aspect of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

We will revisit this impact assessment in 6 months once we have reviewed the monitoring data against our customer profile – to identify if any actions are required.