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Policy reference	PO-D-001-H
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# TENANCY MANAGEMENT POLICY

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Approved	25 May 2021
Published	1 June 2021
Effective	10 January 2024
Review	Triennial

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## Summary

The purpose of this Policy is to identify the rights and responsibilities of the customer, and what they can expect from us.

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# PART TWO

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## Policy

### Intent

Longhurst Group will ensure that all tenants' rights and responsibilities, and landlord's duties will be exercised in compliance with relevant legislation, regulation, and statutory guidance in line with this policy.

### Principles

The Group will provide an effective tenancy management service that meets the requirements of the Regulator of Social Housing (RSH) Tenancy Standard and the criteria below:

- Ensure there is consistency across the Group, whilst recognising local variations.
- Reflect the communities we work in and ensure that these communities are sustainable.
- Actively assist local authorities to carry out their statutory functions.
- Minimise the time that properties are left unoccupied.
- Maximise income by making it clear that we operate a zero tolerance to rent arrears.
- Ensure that we are clear and transparent in respect of customers understanding their rights and responsibilities and vice-versa.
- Take a proactive approach to ensure that no individual or group is discriminated against or treated differently as a direct or indirect result of our approach to Tenancy Management.
- Invest in Social Value. From time to time we will work with local partners to meet housing needs for a specific group of people.

### Scope

This policy applies to all parts of the Longhurst Group ('the Group').

This policy applies to all customers who hold a tenancy with the Group.

## Policy Details

### Tenancy Types

#### **Starter Tenancy / Assured Shorthold Tenancy**

Starter Tenancies will be granted to all new customers in general needs and sheltered housing accommodation, unless immediately prior to a tenancy being offered, the applicant held an Assured or Secure Tenancy which commenced before 1 April 2012 (please note that if the applicant is an existing Longhurst Group customer, they'll retain security of tenure.) This is a probationary tenancy, which runs for 12 months. After this time, it then converts to an Assured Tenancy, providing that no legal action has been taken against you to end your tenancy or extend the probationary period.

#### **Assured / Secure Tenancy**

Existing Longhurst Group customers who currently hold an Assured or Secure Tenancy will retain security of tenure and remain on this tenancy type if they transfer to

another Group property. New customers in general needs and sheltered housing accommodation who immediately prior to a tenancy being offered held an Assured or Secure Tenancy that commenced before 1 April 2012 will also be offered an Assured or Secure Tenancy. This is also the tenancy that you will convert to if you have successfully completed the 12-month probationary Starter Tenancy.

### **Assured Shorthold Tenancy**

We would use this type of tenancy, for example, for homes in which we manage for another landlord or agency which we enter into an agreement for a specific period of time. This type of tenancy enables us to end your tenancy by obtaining a court order for possession on one of the grounds listed in Schedule 2 of the Housing Act 1988. We'll also issue Assured Shorthold Tenancies for your Rent to Home Buy products.

### **Equitable Assured Shorthold Tenancy**

We would use this tenancy if you are under the age of 18. This is because in law someone under 18 cannot hold a legal interest in land. A Trustee will hold the legal estate for you until you reach 18 years of age. On your 18<sup>th</sup> birthday, the Trustee will automatically fall away, and the legal estate will become yours.

### **Protected Assured Tenancy**

You have this tenancy if you have transferred to one of the Group companies under a Large Scale Voluntary Transfer and enjoy preserved rights as existed with the previous Tenancy Agreement. These are no longer issued but are in existence.

### **Fixed Term Tenancy**

We may use this type of tenancy when working with for-profit providers. We will offer a five-year fixed term tenancy in most circumstances however a different duration may be used depending on the length of the lease agreement with the for-profit provider. This type of tenancy is also known as an assured short-hold tenancy and is intended to last for a fixed period of time. Fixed-term tenancies are different from an assured or 'lifetime' tenancy, which has no set end date.

## **Terms and Conditions of Tenancy**

We communicate the terms and conditions and roles and responsibilities within the tenancy agreement to all customers during our pre-tenancy process and again at sign-up clearly and consistently to ensure they are understood. Where transferring tenants have any additional protected rights, these additional rights are transferred through succession or assignment.

### **Tenancy Support**

For all new tenancies we will complete a Sustainability Matrix pre-tenancy to identify any support needs the incoming applicant may have whether this be supporting in managing the daily aspects of renting a home or financial and budgetary management. We will tailor our support and produce a tenancy sustainment plan which details what we will do to support the customer in sustaining the tenancy and any referrals and external partnership links we will forge to support the customer in the immediate and longer term.

For all customers we provide in-house Money Advice and Welfare Benefit support and Employment and Training support, all of which are free of charge to our customers and can be accessed via a range of communication methods tailored to the requirements of the customer.

We have a number of Tenancy Support Officers that work across our geographical regions and where a support need has been identified for both new and existing customers, we will refer a customer to that service with their agreement. We also operate a Hardship Fund which customers can access via a referral through a Longhurst Group colleague or via a self-referral.

## **Business Intelligence**

Longhurst Group is committed to checking and updating our customers' details regularly in respect of all of our tenancies. The information collected helps us to maintain accurate and up-to-date tenancy records in relation to all customers, household members, lodgers and sub-tenant's occupying our homes. This also helps us to tailor the services that we deliver.

We will use information gained through tenancy visits to confirm legal occupation of the tenant(s) and proactively identify incidents of overcrowding, under use, unauthorised occupation and tenancies where any additional support to sustain the tenancy may be required.

## **Access**

Longhurst Group tenancy agreement states clearly that the customer must allow us as the landlord access to the property for gas safety inspections, electrical testing and to generally inspect the condition of their home. We will give reasonable notice to customers prior to any visit unless an ad-hoc visit is attempted to gain access, for example, after a failed appointment which has not been successfully re-arranged. Where access to the property is refused or denied, Longhurst Group will take appropriate legal action to obtain access to carry out the inspection which could be by means of a Notice of Seeking Possession or ultimately by way of an injunction.

We reserve the right to charge the customer for a missed appointment(s).

## **Lodgers**

Longhurst Group recognises that some customers may wish to take in lodgers. Our tenancy conditions require customers to obtain consent to take in a lodger. Permission will not unreasonably be withheld providing that no overcrowding of the property occurs, as defined in part 10 of the Housing Act 1985.

## **Subletting**

Customers are not permitted under any circumstance to grant a sub-tenancy for any part of the property. This means giving someone else the legal right to live in the property under a tenancy agreement and taking rent as a result of this.

## **Joint Tenancies**

It is our policy to only grant a joint tenancy to two people of which they must either be married, in a civil partnership, via a joint application (i.e. friends) or are in a relationship.

Where a relationship breakdown occurs either customer may terminate a joint tenancy by serving a valid Notice to Quit or we can agree to an assignment taking each case on its individual circumstance. Whilst a joint tenancy exists, both parties will jointly liable for any outstanding debts or matters related to the tenancy, for example recharges. Longhurst Group has no legal obligation to grant either party to the tenancy a new tenancy in their sole name. Should we look to grant a new tenancy to the newly single occupant this would be in the form of a new Tenancy.

We will not grant a joint tenancy to an existing single tenancy. The only exception is by the Order of a Court.

We will not allow a sole tenancy to become a joint tenancy under any circumstances.

## **Assignment**

Customers are not allowed to assign or pass on the tenancy except in the following circumstances:

- (i) By way of mutual exchange with a tenant of a Registered Provider; or
- (ii) If ordered to do so by a court in matrimonial proceedings or in accordance with schedule 1 of the Children Act 1989.

(iii) Within the Rutland preserved tenancy agreement you can assign the tenancy to a qualified successor.

In situation (i), our written consent to the assignment must be obtained; this consent will not be unreasonably refused. In situation (ii) we must be notified of the change in writing and the details of the new tenant.

### **Succession**

In the event of the customer's death, another member of the household may be able to take over the tenancy, provided that the existing customer did not:

- a) succeed to the tenancy, *or*;
- b) previously hold the tenancy jointly with one or more other people, and the tenancy passed into their name after one of those other people died (this is called survivorship)

If the tenancy is a joint tenancy, the tenancy will automatically pass to the surviving joint customer. This will count as a succession.

If there has not previously been a succession, and the tenancy is a sole tenancy, a spouse, civil partner or partner can succeed to the tenancy as long as they are living with the customer at the time of their death, and can prove they were living there as their primary home for at least the previous 12 months. Exceptions apply where the property be unsuitable in terms of size or adaptations.

All claims to succeed to a tenancy should be made in writing within one month of death unless there are special circumstances of which each case will be considered and reviewed separately.

### **Abandonment**

Longhurst Group recognises that customers may not be at their home for a period of time for a variety of reasons.

However, where we believe that the customer may have abandoned a property, we will take enforcement action in line with legislative requirements and our own procedures.

We will ensure that all appropriate checks have been made to establish, as far as is reasonable, that a property has been permanently abandoned before issuing a Notice to Quit and taking possession of the home.

### **Home Improvements**

Longhurst Group acknowledges that customers may wish to improve or alter their home to meet their own preferences or needs. Any customers on a Starter Tenancy are not permitted until the tenancy becomes an Assured Tenancy to undertake any improvements or alterations.

We will not unreasonably refuse permission for a customer to carry out alternations or improvement works providing the work is undertaken in accordance with the terms and conditions set out in the tenancy agreement and subject to surveyor approval and relevant consent. The customer may be required to return the home to its original state upon the end of the tenancy.

### **Repairs**

Customers must report any repairs required to us in a timely manner. We will seek to charge the customer if they fail to report a repair and this results in an increase in the cost of repair as a result of the delay.

### **Recharges**

Upon terminating the tenancy, the customer(s) must return the property to the original condition that it was let, including repairing any damaged fixtures and fittings (such as doors, walls, etc...) and removing any rubbish. This applies to the external gardens and

any outbuildings. We will work with customers to discuss any items such as furniture (e.g. beds, wardrobes, white goods) and soft furnishings (e.g. carpets, curtains) that they may wish to leave behind and be willing to gift to an incoming customer.

Should the customer not return the home to its original condition and in line with the tenancy agreement, we will seek to recharge the customer for the cost of any work and/or clearance.

### **Decants**

Customers may require temporary housing so that essential major work can be carried out to their home or works that are required as a result of unforeseen damage by flood, fire, or other incidents. Our Decant Policy contains comprehensive details of our approach to managing decants.

Where customers are obliged to move permanently as a result of property disposal, demolition or major planned redevelopment works they are entitled to a statutory home loss payment. To qualify, customers must have occupied and held their tenancy for a minimum of one year. This does not apply to customers occupying under an Assured Shorthold Tenancy as we would not make a home loss or disturbance payments for properties reaching lease end where they are on the correct tenancy.

This payment will usually be off-set against arrears, if there are any. We may make an exception where the home loss payment is needed by the customer to help them cover any immediate moving costs.

For joint tenancies, one home loss payment will be shared between them. If a customer's property is going to be demolished or re-developed and the resident is being permanently decanted, they are entitled to the statutory home loss payment as detailed in line with the Home Loss Payments (Prescribed Amounts) (England) Regulations 2019.

If the transfer is a voluntary request as a result of repair work, the customer is not entitled to a home loss payment.

If the customer(s) are evicted for any breach of tenancy prior to being decanted, they will not receive a home loss payment.

If the customer is a statutory successor, the home loss payment entitlement period begins from the start date of the original tenancy, rather than the succession date.

These amounts are set out by law in the Home Loss Payments (Prescribed Amounts) (England) Regulations 2019.

### **Nuisance and Anti-social Behaviour / Other Tenancy Breaches**

Longhurst Group takes all reports of nuisance and / or anti-social behaviour extremely seriously. The customer and the people that they are responsible for must not act in any way that causes or is likely to cause a nuisance or annoyance to anyone living, visiting or working in the neighbourhood or in any of our offices.

We will work with partner agencies such as the Police, Social Services, and the Local Authority where appropriate to resolve any issues reported to us.

Perpetrators of nuisance and / or anti-social behaviour risk losing their home should we seek to take possession proceedings.

Our ASB Policy contains comprehensive details of what we would class as ASB and our approach to tackling any cases reported to us in further detail.

### **Domestic Abuse, Race and Hate Crime**

We will not tolerate or condone any sort of domestic abuse, race or hate crime. Longhurst Group believes that no one should live in fear of domestic abuse, race or hate crime and

will offer advice, assistance and support to any person experiencing or being threatened with these.

### **Data Protection and GDPR (General Data Protection Regulation)**

We will comply with all relevant law in respect of data protection. We will provide customers with information about how and why we process their personal information, including the legal basis for its collection. We will seek consent to process data, where this is required.

### **Permission to keep Pets in the home**

We will allow you to keep a pet at your home. In flats, this is restricted to a small / medium sized dog or one cat.

Under no circumstances will permission be given to breed or offer any animal(s) for sale from a Group property.

If outside accommodation for a pet is required, other than a hutch or pen for small animals, written permission must be obtained before it is built. Any application must include plans of the proposed construction and detail the animal(s) to be kept.

### **Exceptions**

Assistance dogs, such as guide dogs for the blind, hearing dogs for the deaf or dogs for the disabled, will always be permitted. The Equality Act 2010 prohibits anyone renting or selling a property from discriminating against a disabled person; this includes discriminating against a person with an assistance dog.

### **Prohibited Pets**

Dogs listed in the Dangerous Dogs Act 1991 and any animals listed in the Schedule of the Dangerous Wild Animals Act 1976 will not be given permission to live in one of our homes unless they can provide the government certificate of exemption. This is to protect the health and safety of any customers and Group employees who may come into contact with them.

For up to date guidance, please visit <https://www.gov.uk/control-dog-public/banned-dogs>

If we are made aware of any customer that keeps any pets as described above, we will treat this as a breach of tenancy and commence legal proceedings to obtain possession of the home.

### **Pet Welfare**

Customers are responsible for the health and welfare of their pets. Under the Animal Welfare Act 2006, this is called a duty of care. This requires proper day to day management and care of the pet. If customers have any questions about the care of their pets, they should contact their vet or a suitable accredited animal welfare organisation. Routine healthcare must include regular control of parasites (fleas and worms), vaccinations and neutering where appropriate. Should we become aware that a pet is not being given due duty of care, we will take steps to inform the relevant professional organisation, such as the RSPCA and may consider prohibiting the keeping of the pet or any future pets in the home.

### **Property**

#### *Flats*

Customers are limited to a small/medium sized dog or a single cat in a flat.

#### *Sheltered Housing / Care and Support*

Any request will be considered on its own merit.



## Roles and responsibilities

Legal responsibility for the Tenancy Management Policy is held jointly by:

- Longhurst Group Chief Executive; and
- Executive Director of Housing Services

Operational responsibility for the Tenancy Management Policy is held by the Director of Housing Services.

Procedural responsibility for the Tenancy Management Policy is held by Head of Housing Services/Housing Managers/Team Leaders.

Day-to-day responsibility for the Tenancy Management Policy is held by Team Leaders, Lettings Advisors, Neighbourhood Impact Assistants, ASB Advisors and Housing Officers.

## Monitoring, Evaluation and Review

Each region will carry out audits to monitor compliance. Regular checks will also be completed by our auditors.

This policy will be reviewed every three years. In addition, it will be reviewed:

- following information suggesting that the policy is not effective;
- to reflect any service enhancements; and/or
- following the introduction of relevant new legislation, regulations or guidance.

## Equality and Diversity

This Policy adheres to the Group's approach to Equality and Diversity.

Group members will take a proactive approach to ensure that no individual or group is discriminated against or treated differently as a direct or indirect result of this Policy.

## Summary of Local Variations

Tenancy agreements are now harmonised across the Group meaning that there are no local variations for Starter Tenancies.

For existing tenancies, particularly protected and long-term tenancies, there will be local variations which need to be checked should any particular tenancy management issue occur. For example, responsibility for fencing should it be damaged or destroyed.

# PART THREE

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## Appendices

### A. Policy Approval Control