

TENANCY POLICY

1. Purpose

- 1.1 The purpose of our Red Kite Community Housing Tenancy policy is to explain to tenants, staff and other stakeholders the types of tenancy that we may grant and the circumstances in which each tenancy may be granted. The policy outlines how we meet the Regulator of Social Housing's tenancy standard.
- 1.2 This policy applies to homes let by Red Kite Community Housing only. It does not apply to market rent, leasehold, shared ownership or properties for outright sale, nor homes managed by other subsidiary companies in the Red Kite Group.

2. Definitions

- 2.1 We offer rented accommodation of both general needs (social and affordable rent) and sheltered homes. In these homes, we offer a range of tenancy types.
- 2.2 This policy aims to:
 - provide clarity on the circumstances in which we will offer each type of tenancy;
 - make the best use of available homes, ensuring that the tenancy is compatible with the purpose of the home;
 - support tenants to sustain their tenancy, and following successful review, to remain in their home if their need for the size and type of home continues;
 - support tenants to exchange their tenancy with another registered provider's tenant;
 - offer a clear and fair appeals process;
 - contribute to local authorities' strategic housing function;
 - comply with the Regulator of Social Housing's Tenancy Standard (April 2015);
- 2.3 We have a legal requirement to adhere to the tenancy agreements which are issued in our name.
- 2.4 Our application process is detailed in our Allocations Policy. It explains clearly how we make decisions when letting our homes and the appeal process that is in place if we make a decision not to make an offer or withdraw an offer. The reasons we may exclude an applicant are detailed in clause 5.8 of our Allocation Policy, a copy of which is included at Appendix 1 of this Tenancy Policy.
- 2.5 Our Decant Policy facilitates residents to move either temporarily or permanently when we need to complete extensive repairs and it's not safe for the household to remain in the home while the works are completed or if homes are to be recovered to achieve a new build development.

- 2.6 We will deal fairly and consistently with requests for tenancy changes in accordance with our Tenancy Changes Policy. This policy sets out how we deal with requests for succession and assignment of tenancies, including mutual exchanges.
- 2.7 For tenants wanting to mutually exchange with a tenant of another home provided by another housing provider, we will apply the same criteria as a tenants exchanging within our housing stock. In addition we will require a landlord reference confirming how the tenancy of the potential incoming resident has been conducted.
- 2.8 We will manage emergency housing situations where a current tenant is unable to remain living in their home due to serious risk of physical harm, serious risk of mental harm or if a home is no longer suitable and where there is exceptional housing need. All cases will be reviewed by our Housing Adaptations and Lettings Panel (HALP) and will be managed through our Priority Moves Policy.
- 2.9 We will provide confirmation to the government about new social lettings through CORE; CORE collects national statistical information from private registered providers and local authorities, the information collected is summarised into the following information:
- trends in social housing lettings over time
 - characteristics of residents with new social housing lettings
 - types of tenancy agreements
- 2.10 This policy includes:
- References and links to other strategies and policies
- Links to our approach of allocation and tenancy management, including –
- how we let our homes,
 - tenancy sustainment,
 - tenancy enforcement action against a breach of tenancy,
 - supporting a resident to move,
 - how we manage tenancy changes,

3. Responsibilities

- 3.1 The Head of Community owns this Tenancy Policy.
- 3.2 The Heads of Service for Relationships and Community are responsible for managing, monitoring, reviewing and implementing this policy. Heads of Service will ensure that there are procedures in place to support this policy, staff are aware

of the procedures to be followed and any required training will be arranged and undertaken as required.

4. Legal Framework

4.1 The legal framework we consider when managing our tenancies are:

- Housing Act 1988
- Localism Act 2011
- Equality Act 2010
- Landlord and Tenant Act 1988
- Protection from Eviction Act 1977
- Immigration Act 2014

4.2 The Immigration Act 2014 explains that landlords must complete a Right to Rent check unless the nomination is received through the local authority.

5. 5 Key Principles

5.1 We will work in partnership with the local authorities in our areas of operation and support their strategic housing approach. In Buckinghamshire, most of our homes are let through the Council's Choice Based Lettings system, Bucks Home Choice (appendix 3).

5.2 We will comply fully with the Regulator of Social Housing's Regulatory Standards. Our lettings and tenures are in line with the requirements of the Tenancy Standard, in that we must let their homes in a fair, transparent and efficient way while considering the housing need and aspirations of the residents and potential residents.

5.3 Through our commitment made in the stock transfer agreement, we make available homes for temporary accommodation to the local authority for nomination.

6. Policy Statement

6.1 Existing tenants who hold an assured tenancy will be offered the same tenancy rights if they transfer to another Red Kite home.

6.2 New tenants moving to one of our homes will be offered a fixed term 1-year starter tenancy, unless they are moving from another social housing provider. If the tenancy proves to be successful for all parties then a further fixed term tenancy will be offered. It will normally be for a period of 5 years but in exceptional circumstances we may offer a tenancy of two years.

- 6.3 New tenants moving from another social housing provider, who have been a social housing tenant continuously since before 1 April 2012, will be granted an assured periodic tenancy, unless moving to an Affordable Rent home.
- 6.4 New tenants moving from another social housing provider who became a social housing tenant after 1 April 2012 will be granted a 2 or 5 year fixed term tenancy.
- 6.5 The occasions when we may decide to offer a 2 year fixed term tenancy to a starter or renewing tenancy are set out in Appendix 4.
- 6.6 The offer of a further tenancy term does not mean that the tenancy will always be for the same home. If the 1-year starter tenancy was not successful we have the right to end the tenancy or extend the tenancy for a further 6 months.
- 6.7 We offer a variety of tenures with clear terms and conditions. We will meet our obligations as landlord and we will expect our tenants to meet theirs. The tenure types we manage and issue are Assured, Assured Shorthold, Fixed Term, Affordable Rent, Garage, Contractual, Decant.
- 6.8 In addition to these we also manage and issue licence agreements, depending on circumstances. Appendix 2 details our tenancy types, when they will be used and the type of rent that we will apply to each.
- 6.9 Our rents are set to ensure we comply with the RSH Rent Standard (and any direction from the RSH or legislation that supersedes this). Our approach is set out in our rent setting policy.
- 6.10 Our ambition is that each tenancy is sustained: support will be offered during the pre-tenancy process and during the tenancy. The support will either be offered by our staff or through referral agencies to all residents who either ask for support or where we identify a need.
- 6.11 We aim to visit all tenanted homes at least every five years and complete a Home Check visit. Where circumstances beyond our control prevent our gaining access, we will pursue all available methods to ensure that we complete a visit. During the visit we will check and update resident information, signpost our residents to support services as appropriate, support the resident to make repair reports and identify tenancy fraud. An exceptions report will be provided to Audit and Risk Committee on an annual basis to detail any exceptions and the actions being taken to rectify.
- 6.12 If there is a breach of tenancy and the breach cannot be resolved by non-legal remedies, then we will take legal action to resolve the issue or to recover possession of the property. In this case, any costs associated with this action will be recovered from the tenant.
- 6.13 Where we take legal action which results in mandatory possession action, our tenants will have the option to appeal the decision. More information can be found in the Procedure for Conducting a Review Panel Hearing for a Notice served on a Mandatory Ground.

6.14 We will minimise the time and rent loss from empty homes by managing the void time effectively.

7. References

7.1 Regulator of Social Housing (RSH) information (standards, procedures and guidance, Tenancy Standard, Rent Standard and Welfare and Reform Act 2016 can be found at

www.gov.uk

7.2 CORE information can be found at

<https://www.gov.uk/government/collections/rentslettings-and-tenancies>

8. Related Policies & Procedures

8.1 This policy links to other strategies and policies:

- Allocations Policy
- Relationships Strategy
- Tenancy changes Policy
- Decant Policy
- Priority Moves Policy
- Anti Social Behaviour Policy
- Asset Management Strategy
- Development Strategy
- Older People Strategy
- Privacy and Data Protection Policy
- Adaptations Policy
- 2 or 5 year Fixed Term Procedure
- Procedure for Conducting a Review Panel Hearing for a Notice served on a Mandatory Ground
- Inclusion and Wellbeing Strategy
- Income Policy
- Buckinghamshire Tenancy Strategy

Appendix 1 – Allocations Policy, clause 5.8

Whilst we are committed to providing high quality affordable rented housing to as many people as possible, in certain circumstances we may exclude nominees from being housed by us. Applicants or residents who have been excluded in this way have the right to appeal the decision. We reserve the right to exclude nominees in the following circumstances:

- a. They have previously used a property for illegal/fraudulent purposes
- b. They owe rent or other charges or debts to us or another landlord
- c. They have been evicted for rent arrears on a previous tenancy, either with a registered provider or private landlord, within the last five years
- d. They caused or are causing a nuisance and/or annoyance to neighbours or visitors
- e. They have demonstrated racist behaviour/hate crime
- f. They committed criminal offences in or near the home and are posing a threat to neighbours or the community
- g. They have been violent or abusive toward a partner or member of the household or their visitors or neighbours
- h. They have demonstrated unacceptable behaviour such as being verbally or physically abusive towards a member of staff, contractor or anyone acting on the landlord's behalf
- i. They have allowed the condition of their home and any associated areas e.g. garage, shed, garden, patio to deteriorate through neglect or damage
- j. They have, or have attempted, to obtain a tenancy by deception, for example, by giving false or misleading information
- k. They have paid money to illegally obtain a tenancy
- l. They do not qualify for social housing e.g. applicants from abroad who have no recourse to public funds
- m. They own or have a legal interest in another property
- n. They have lost accommodation provided in connection with employment due to their conduct
- o. They are unlikely to sustain a tenancy with us, as determined via our financial well-being assessment
- p. They would pose a safeguarding risk to other residents, visitors, staff, contractors or the local community

- p. They would pose a health and safety risk to other residents, visitors, staff, contractors or the local community e.g. a history of fires in a previous property or living in insanitary conditions.

Exclusions will be considered on a case by case basis according to the seriousness of the action. For example, we will take into account the timescales, the impact and any other circumstances when reaching our decision.

Appendix 2: Types of tenancies

Definitions of tenancy types

<p>Assured (non-shorthold) 'protected/preserved' rights Tenancy (PASS)</p>	<p>The tenancy agreement issued to tenants who transferred from Wycombe District Council on the date of the stock transfer.</p> <p>The tenancy mirrors the existing rights the tenant had as "secure" Council tenants including the right to buy.</p> <p>Considered a 'lifetime tenancy' let at a 'social rent'.</p> <p>A protected rights tenant will retain these rights if they move to another Red Kite home.</p>
<p>Assured (non-shorthold) Tenancy Agreement (NASS/NAS)</p>	<p>This tenancy agreement was issued to tenants who joined us after the completed transfer from Wycombe District Council in December 2011. From May 2016 we stopped using this as a default tenancy agreement and began issuing an Assured (shorthold) Fixed Term Tenancy Agreement (FT2 or FT5)</p> <p>This agreement will also be used if a new tenant is joining us from another Registered Provider where they currently have an assured (non-shorthold) tenancy and were a social housing tenant on the day section 154 of the Localism Act 2011 came into force 1 April 2012), except if moving to an Affordable Rent home.</p> <p>This tenancy agreement is a standard assured tenancy agreement with the same clauses as offered by most housing associations. The agreement does not have protected rights.</p> <p>Considered a 'lifetime tenancy' let at a 'social rent'.</p>
<p>Assured (shorthold) Starter Tenancy Agreement (STAR)</p>	<p>We issue a starter tenancy for all new tenants who are nominated to us unless they are moving from another Registered Provider where they currently have an assured (non-shorthold) or fixed term tenancy.</p> <p>This tenancy agreement is a 'probationary' tenancy which runs for 12 months, during which time the tenant demonstrates they can maintain their tenancy.</p>

	<p>We will review the tenancy after around 9 months and will decide to either:</p> <ul style="list-style-type: none"> • offer a Fixed Term Tenancy (2 or 5 years), • extend the Starter Tenancy for a maximum of another 6 months, • bring the tenancy to an end at the end of the 12 months. <p>Can be let on an 'affordable rent' or 'social rent' depending on the home</p>
<p>Assured (shorthold) Fixed Term Tenancy Agreement (FT2 or FT5)</p>	<p>After a successful starter tenancy we usually offer a 5 year fixed term tenancy but in exceptional circumstances will offer a 2 year fixed term agreement.</p> <p>The 5-year fixed term tenancy is reviewed after 4 years and we will decide to:</p> <ul style="list-style-type: none"> • offer a further Fixed Term Tenancy (2 or 5 years), • end the tenancy after the last 12-months. <p>The 2-year fixed term tenancy is reviewed after 1 year and we will decide to:</p> <ul style="list-style-type: none"> • offer a further Fixed Term Tenancy (2 or 5 years), • end the tenancy after the last 12-months. <p>Can be let at a 'social rent' unless a new build home</p> <p>This tenancy is also offered to new tenants who have moved from another social housing provider but have not continuously been a social housing tenant since before 1 April 2012, providing the home is not let on Affordable Rent terms.</p>
<p>Affordable Rent Fixed Term Tenancy Agreement (AR2 or AR5)</p>	<p>New homes, either acquired through a s106 agreement or built by us, are let at an affordable rent in agreement with Homes England.</p> <p>After a successful starter tenancy, if applicable, we usually offer a 5 year fixed term tenancy but in exceptional circumstances will offer a 2 year fixed term agreement.</p> <p>The 5-year fixed term tenancy is reviewed after 4 years and we will decide to:</p> <ul style="list-style-type: none"> • offer a further Fixed Term Tenancy (2 or 5 years), • end the tenancy after the last 12-months. <p>The 2-year fixed term tenancy is reviewed after 1 year and we will decide to:</p>

	<ul style="list-style-type: none"> • offer a further Fixed Term Tenancy (2 or 5 years), • end the tenancy after the last 12-months. <p>This tenancy is also offered to new tenants who have moved from another social housing provider but have not continuously been a social housing tenant since before 1 April 2012, if the home is let on Affordable Rent terms.</p>
<p>Temporary Accommodation (TA)</p>	<p>We make available some homes to Buckinghamshire Council to be used as temporary accommodation.</p> <p>Two tenancy types are issued, a contractual tenancy agreement for people housed under section 188, 190, 200 or 204(4) of the Housing Act 1996 and an Assured (shorthold) Tenancy Agreement (AST).</p> <p>A contractual tenancy will be issued first while Buckinghamshire Council decide if they have any duty to house the applicant.</p> <p>If they do, and the applicant is to remain in Temporary Accommodation, a TA AST will be issued for the period of 6-months. In exceptional circumstances the TA AST will run for up to 2-years.</p> <p>We are instructed by Buckinghamshire Council when to end an agreement should they decide they no longer have a duty to support the household. We will inform Buckinghamshire Council should we need to take tenancy enforcement action for any breach of the tenancy.</p> <p>Any appeal will be managed by Buckinghamshire Council.</p> <p>Both tenure types are let at the Local Housing Allowance rate for that postcode</p>
<p>Decant licence (Decant)</p>	<p>This agreement will be used by us where a resident is unable to occupy their home for a period and they need to live in an alternative home. The reasons may be for safety, major repairs or other.</p> <p>When we use this type of agreement and a 'substantive tenancy' remains in place. A 'substantive tenancy' means that the other tenancy has greater benefits and will be the one which we would use to take any tenancy action, for example for non-payment of rent.</p> <p>The substantive rent will be used for a property which is the same size, if the decant home is smaller, we will charge less, if the decant home is larger, we will not charge more.</p>

Appendix 3

Bucks Home Choice is a choice based letting system that we advertise our homes through. Residents who are registered on Bucks Home Choice can bid for our homes via the advert. The advert will have information about the property, the rent and tenancy type we will issue at the letting stage.

Staff roles listed in the **Competency Standards section** must be acquainted with contents of this document and have had documented instructions and training on its use. Authority to amend can only be undertaken by the **Policy owner** within the applicable **delegated approvals**.

For information on interpretations and instructions staff should contact the **Subject Matter expert** or **Policy owner** and under no circumstances should any deviation be permitted without prior approval as above.

Document Controls			
Version	5	Effective date	May 2023
Subject matter expert drafter	Head of Community	Process owner	Head of Community
Related Pod	Community Relationship	Related Policy	Allocations Policy Decant Policy Tenancy Changes Policy Priority Moves Policy
Review period	3 years	Next review due by	May 2026
Delegated approvals			
<i>The 3 lines of defence have been checked within the framework and are valid</i>			<input checked="" type="checkbox"/>
Approved by ELT	Director of Customer Services	Approved Date	June 2023
Approved by Board/ Committee/ RRT		Approved Date	