



Red Kite Tenancy Policy

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Policy reviewer:	Head of Commercial Head of Relationships Head of Community	Policy owner:	Head of Community
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1. Purpose

- 1.1 The purpose of our Red Kite Community Housing Tenancy policy is to clarify for residents, staff and others the range of tenancies that we may grant and why and to outline how we meet the Regulator of Social Housing's regulatory standard, in particular the tenancy standard.
- 1.2 This policy applies to homes let through Red Kite Community Housing only, and does not apply to market rent, leasehold, shared ownership and properties for outright sale nor homes managed by other subsidiary companies in the Red Kite Group.

2. Definitions

- 2.1 We offer rented accommodation in both general needs (social and affordable rent) and sheltered homes. In these homes, we will manage a range of tenancies.
- 2.2 This policy aims to:
- offer clarity on the allocation any types of tenancies;
 - make the best use of available homes, ensuring they are allocated with the purpose of the home;
 - support residents to sustain their tenancy, and to remain in their home if their need for the size and type of home continues when the tenancy is reviewed;
 - support residents to exchange their tenancy with another registered providers tenant move;
 - offer a clear and fair appeals process;
 - contribute to local authorities strategic housing function;
 - comply with the Regulatory Tenancy Standard (April 2015);
- 2.3 We have a legal requirement to adhere to the tenancy agreements which are issued in its name.
- 2.4 Our clear application process is detailed in the **Allocations Policy**, which offers clarity through our decision-making and offer an appeal's process. Our criteria for allocation is detailed in the Allocation Policy and for ease, please see Appendix 1 which is a copy of clause 5.8 of the Allocation Policy.
- 2.5 Our **Decant Policy** enable 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 of succession and assignment of tenancies (including mutual exchanges).
- 2.7 For residents wanting to mutual exchange to another home provided by another housing provider, we will apply the same criteria as a resident 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 resident 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 under **Priority Moves Policy**
- 2.9 We will provide confirmation to the government about who we let our homes too. This is done via **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 tenants 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 overall ownership of this policy is held by the Assistant Director of Operations.
- 3.2 The Heads of Service for Commercial, 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 all landlord must complete a Right to Rent check

5 Key Principles

- 5.1 Where we have homes or are developing homes, we will work in partnership with the local authority (within 20miles, 30minutes of the office) and support with their strategic housing approach Through WDC we have a partnership agreement with Bucks Home Choice (appendix 3).
- 5.2 We fully comply with the 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 tenants
- 5.3 Where we manage temporary accommodation, this is done on behalf of the local authority.

6 Policy Statement

- 6.1 Existing tenants who hold an assured tenancy who transfer within our homes, will be offered the same tenancy rights.



6.2 Our default tenancy for new residents moving to one of our homes will be offered a fixed term 1-year starter tenancy, if the tenancy proves to be successful for all parties then a further fixed term tenancy of between 2 and 5-years will be offered.

The offer of a further tenancy term does not mean that the tenancy will be for the same home.

If the 1-year starter tenancy was not successful we hold the right to end the tenancy or extend the tenancy for a further 6 months.

6.3 We offer a variety of tenures, each tenancy will have terms and conditions and we will adhere to these. We will also expect our residents to adhere to the same terms and conditions.

The tenure types we manage, and issue are

- Assured,
- Assured Shorthold,
- Fixed Term,
- Affordable Rent,
- Garage
- Contractual
- Decant
- Mense profit

In addition to these we also manage and issue licence agreements, depending on circumstances.

Appendix 2 details the tenancy types across our group, when they will be used and the type of rent that we will apply to each.

6.4 Our rents are set to ensure we comply with the RSH Rent Standard (and any direction from the RSH or legislation that supercedes this). This is clearly laid out in our rent setting policy.

6.5 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.

6.6 We aim to visit all tenanted homes at least every three years and complete a Home Check 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.



- 6.7 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's.

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.

- 6.8 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/rents-lettings-and-tenancies>

8 Related Policies & Procedures

- 8.1 This policy links to other strategies and policies:

- Allocation Policy
- Relationship Strategy
- Tenancy change Policy
- Decant Policy
- Priority Moves Policy
- ASB Policy
- Asset Management Strategy
- Development Strategy
- Older Persons 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
- Bucks 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 tenants 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 tenants, visitors, staff, contractors or the local community
- q. They would pose a health and safety risk to other tenants, 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

Assured (non-shorthold) 'protected/preserved' rights Tenancy (PASS) – We offered this tenancy agreement to all residents who transferred as they were previously Wycombe District Council tenants. The tenancy offers the existing rights the residents had as “secure” Council tenants.

Let on a 'social rent'

Assured (non-shorthold) Tenancy Agreement (NASS/NAS) – this is a standard assured tenancy agreement which holds the same clauses as offered by most housing associations. This tenancy was offered to new nominated residents who joined us following the completed transfer from Wycombe District Council in December 2011.

From May 2016 we stopped using this as a default tenancy type and began using the Assured (shorthold) Fixed Term Tenancy Agreement (FT2 or FT5)

Let on a 'social rent'

Assured (shorthold) Starter Tenancy Agreement (STAR) – is a 'probationary' tenancy which runs for 12 months, during which time the resident demonstrates they can maintain their tenancy.

We will use a STAR for all new residents who are nominated to us.

We will review the tenancy at the 9-month's and will decide to either:

- offer a Fixed Term Tenancy (2 or 5 years),
- extend the Starter Tenancy for a maximum of another 6 months,
- end the tenancy completely at the end of the 12 months.

Let on an 'affordable rent'

Extended Assured (shorthold) Starter Tenancy Agreement (STEX) – is where the Assured (shorthold) Starter Tenancy Agreement (STAR) has been extended for a 6-month period because of low level arrears or minor (non-legal intervention) ASB.

The extended time is offered to give the resident the opportunity to make changes and end any tenancy breach.

Before the end of the extended period we will decide to:

- offer a Fixed Term Tenancy (2 or 5 years),
- end the tenancy completely at the end of the 12 months.

We do not role on a further extension if the first has not been successful.

Let on an 'affordable rent'

Assured (shorthold) Fixed Term Tenancy Agreement (FT2 or FT5) – after a successful STAR tenancy we usually offer a 5-year fixed term tenancy but for exceptional circumstances will offer a 2-year fixed term agreement, i.e. under-occupying. The 5-year fixed term tenancy is reviewed after 4 years and we will decide to:

- offer a further Fixed Term Tenancy (2 or 5 years),



- end the tenancy after the last 12-months.

The 2-year fixed term tenancy is reviewed after 1 year and we will decide to:

- offer a further Fixed Term Tenancy (2 or 5 years),
- end the tenancy after the last 12-months.

Can be let on an 'affordable rent' or 'social rent'

Assured (shorthold) Affordable Rent Fixed Term Tenancy Agreement (AR2 or AR5) – after a successful STAR tenancy we usually offer a 5-year fixed term tenancy but for exceptional circumstances will offer a 2-year fixed term agreement, i.e. under-occupying. The 5-year fixed term tenancy is reviewed after 4 years and we will decide to:

- offer a further Fixed Term Tenancy (2 or 5 years),
- end the tenancy after the last 12-months.

The 2-year fixed term tenancy is reviewed after 1 year and we will decide to:

- offer a further Fixed Term Tenancy (2 or 5 years),
- end the tenancy after the last 12-months.

Let on an 'affordable rent'

Temporary Accommodation (TA) – We offer temporary accommodation on behalf of Wycombe District Council. Two tenancy types are offered, a contractual tenancy agreement for people housed under section 188, 190, 200 or 204(4) of the housing act 1996 and a Assured (shorthold) Tenancy Agreement (AST).

A contractual tenancy will be issued first while Wycombe District Council decide if they have any duty to house the applicant.

If they do, and the applicant is to remain in TA, 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.

We are instructed by Wycombe District Council when to end an agreement should they decide they no longer have a duty to support the household. We will inform Wycombe District Council should we need to take tenancy enforcement action for any breach of the tenancy.

Any appeal will be managed by Wycombe District Council.

Both tenure types are let at the Local Housing Allowance rate.

Mesne (Mesne profit) – this agreement is used where a tenancy has ended and we have not gained full possession; for example where a resident has died, and we have served a notice to Quit and ended the tenancy after 28 days we will use the mesne agreement if the home still has items belonging to the family or if there are people still occupying the property who are not our tenants and we are taking legal action to regain possession.

A mesne profit agreement is sometimes known as "use & occupation".

As we do not want to apply or infer any form of tenancy agreement with individuals who have no right to a tenancy agreement. We must be very careful never to refer to the mesne profit agreement as a 'tenancy' or the weekly charge as a 'rent' charge.



We will set up a mesne account for the “use & occupation” charge of the individuals using the property until we obtain full possession.

There’s no review date and no extension option. The staff leading the possession action will take robust, timely action.

The ‘use and occupation’ charge will match what the former rent had been on a weekly/daily basis.

Decant licence (Decant) - 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.

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.

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.



Appendix 3 – **Bucks Home Choice**

Bucks Home Choice is a choice based letting system that we advertise our homes through. Customers 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.