

## Contents

1. Document Overview .....	2
2. Document Version History .....	2
3. Introduction .....	2
4. Scope and objectives.....	2
5. Definitions.....	2
5.1. Assured Shorthold Pre-Fixed Term Starter Tenancy.....	2
5.2. Fixed term Tenancy.....	3
5.3. Assured Tenancy.....	3
6. The Policy	
6.1. Types of Tenancy.....	3
6.2. Length of Fixed Term Tenancies .....	3
6.3. Exceptional Circumstances.....	4
6.4. Expiry of Fixed Term Tenancies.....	4
6.5. Deciding not to renew a Fixed Term Tenancy.....	4
6.6. Mutual Exchanges.....	5
6.7. Succession.....	5
6.8. Tenants moving temporarily.....	5
6.9. Tenant sustainment.....	5
6.10. Appeals.....	5
6.11. Advice and assistance.....	6
7. Associated policies and regulatory and legal.....	6
8. Monitoring and Reviews.....	6

## 1. Document Overview

<b>Purpose</b>	The purpose of this Policy is to set out the tenure option that are offered by Rosewood Housing to its residents.
<b>Audience</b>	Colleagues and Customers
<b>Data Classification</b>	For internal issue
<b>Review Cycle</b>	12 months
<b>Next Review</b>	September 2023

## 2. Document Version History

Version	Date	Author	Reviewer	Changes & Additions
V1.0	08/09/22	Sally Ingham	Board	

## 3. Introduction

Rosewood Housing as an affordable housing provider offers rented homes to residents under varying tenancy arrangements. This Tenure Policy is in place to set out the tenure options it will offer to residents and basis on which these will be offered.

## 4. Scope and objectives

This policy outlines the tenancy types offered by Rosewood Housing administered by its managing agent Thrive Homes. It sets out the approach to managing tenancies including mutual exchanges, the approach to granting succession of a tenancy and the way in which a tenant or prospective tenant may request a review about the tenancy they have been granted.

This policy is broadly aligned to that of our managing agent, amendments reflect Rosewood Housing's standard tenancy types and where specific policy variations apply.

## 5. Definitions

The full description of each tenancy type is below.

### 5.1 Assured Shorthold Pre-Fixed Term Starter Tenancy

Offered to new tenants, this is a periodic assured shorthold tenancy that lasts for 12 months or any extension period (a maximum of 6 months extension). It gives tenants a trial period in which to demonstrate they can manage their tenancy satisfactorily. If there are any problems with the conduct of the tenancy during the first 12 months, it can be extended for a further six months. Once the starter period is finished and if the tenancy is conducted satisfactorily, tenants will be invited to enter into a fixed term tenancy agreement.

## 5.2 Fixed term Tenancy

A non-periodic assured shorthold tenancy which ends after a fixed term. Please see section 6 for details of the length of first term tenancies.

## 5.3 Assured Tenancy

A periodic assured tenancy, sometimes known as a 'lifetime' tenancy as the tenant is usually able to stay in their property for the rest of their life, provided they do not breach their tenancy agreement. Existing pre-localism general needs tenants may have this type of tenancy. Such tenants who are moving into an affordable rent, rather than social rent, property, including those coming from other social landlords, will be offered no less security of tenure than their previous tenancy where their tenancy was granted prior to 01 April 2012. See section 6.6 for mutual exchanges where an incoming tenancy has been granted after this date.

# 6. The Policy

## 6.1 Types of tenancy

The table below shows the type of tenancy that tenants are offered when becoming a Rosewood Housing tenant either through the housing register or transferring (see section 6.6 for mutual exchanges). Assured Shorthold Pre-Fixed Term Starter Tenancies and Fixed Term Tenancies will be offered on a digital basis to customers who become tenants after December 2019.

At previous home	When offered a Rosewood tenancy
Privately renting	Assured Shorthold Pre- Fixed Term Starter Tenancy
Homeowner	Assured Shorthold Pre- Fixed Term Starter Tenancy
Homeless – investigation complete	Assured Shorthold Pre- Fixed Term Starter Tenancy
Protected lifetime tenancy	Assured Tenancy
Fixed term Tenancy	Fixed Term Tenancy for the remaining term

When deciding the types of tenancies to grant or the length of any fixed term tenancy, Rosewood Housing will consider the need for tenancies which provide a reasonable degree of stability for all tenants and in particular for:

- households who are vulnerable by reason of age, disability or illness and
- households with children.

The factors that will be taken into account are:

- the support needs of the household
- whether the household requires a property which is adapted to a specific householder's needs
- the availability of suitable alternative accommodation (where a decision is being made on whether to renew a fixed term tenancy)
- the educational or welfare needs of any children.

## 6.2 Length of Fixed Term Tenancies

The first grant of a fixed term tenancy with Rosewood Housing will usually be for a period of five years, excluding an initial starter tenancy for 12 months (or 18 months maximum, if extended) unless there are any exceptional circumstances (please see below). This will allow security for individuals to plan lives and maintain community stability. Subsequent fixed term tenancies will normally be for a period of no less than five years, apart from the exceptional circumstances set out below.

### **6.3 Exceptional circumstances**

In exceptional circumstances fixed term tenancies may be offered for a period of less than five years. The minimum period of tenancy we will offer is two years.

Examples of exceptional circumstances but not limited to include:

- a) where the tenancy is offered as part of a specific scheme or programme (for example a work or training programme) where shorter tenancy terms might be appropriate
- b) where a tenant has not managed their starter tenancy well including where there is a history of anti-social behaviour, non-payment of rent or any other tenancy breaches
- c) where changes (actual or anticipated) in household profile, income or circumstances are likely to mean that it will be appropriate to explore alternative housing options with the tenant(s), for example, in cases of likely under-occupation in the near future or if the household is likely to be able to purchase a shared ownership or outright sale property
- d) where it is deemed appropriate to offer a shorter-term tenancy following the expiration of an existing tenancy, for example:
  - where a tenant has not managed their existing tenancy well including where there is a history of anti-social behaviour, non-payment of rent or any other breaches
  - where changes (actual or anticipated) in household profile, income or circumstances are likely to mean that it will be appropriate to explore alternative housing options with the tenant(s), for example, in cases of likely under-occupation in the near future or if the household is likely to be able to purchase a shared ownership or outright sale property
  - where Rosewood Housing may plan to redevelop the property in the next five years.

### **6.4 Expiry of Fixed Term Tenancies**

At least six months prior to the expiry of a fixed term tenancy Rosewood Housing via its managing agent Thrive Homes will serve a notice stating whether Rosewood Housing is minded:

- to terminate the tenancy with no offer of alternative accommodation or
- to terminate the tenancy but offer suitable alternative accommodation or
- to grant another fixed term tenancy.

### **6.5 Deciding not to renew a Fixed Term Tenancy**

The decision not to grant a new tenancy will be made where the tenant has not managed their tenancy well and, if they were to hold a lifetime assured tenancy, Rosewood Housing would be considering legal action to end the tenancy.

Examples include but are not restricted to:

- a. non-payment of rent
- b. antisocial behaviour
- c. poor condition of the property or repeated refused access to the property
- d. any other breach of tenancy
- e. the tenant or a member of their household has been guilty of criminal offences that would be deemed a breach of tenancy
- f. there is evidence of tenancy fraud
- g. the tenant has specific support needs and has not engaged with services to meet the support needs and it is likely that the lack of support will result in the tenancy failing

Other reasons not to renew a fixed term tenancy:

- h. where the household income has increased to above where we would consider being eligible for social housing

- i. where the household size has changed to make the property unsuitable
- j. where the property is under a development programme

## **6.6 Mutual Exchanges**

Mutual exchanges are subject to Rosewood Housing consent which can only be refused on statutory grounds (see schedule 3 Housing Act 1985 and schedule 14 Localism Act 2011).

Subject to that consent, the respective tenants will be offered the same security of tenure as the existing lease terms of the property they are moving to, including any affordable rent terms.

Where the incoming tenant holds a secure or assured tenancy granted prior to 1 April 2012, the tenant will keep as a minimum their existing level of security of tenure. This includes those coming from other social landlords.

## **6.7 Succession**

Succession rights are detailed in the tenancy agreement and Rosewood Housing will comply with housing law when administering them. Where a succession is statutory (including survivorship) the tenant will take over the tenancy of the deceased person including, if relevant, the unexpired portion of the fixed term. Where the succession is contractual it will be considered a grant of a new tenancy, so Thrive Homes as managing agent to Rosewood Housing will consider the needs of the household when deciding which type of tenancy and property is appropriate.

Rosewood Housing will not normally grant discretionary successions where the tenant of a property dies, and no one is entitled to succeed the tenancy. In exceptional circumstances if an individual makes a request to remain in the property of the deceased, consideration may be given to an individual's circumstances which may result in the offer of suitable tenancy and property where they are vulnerable by reason of age, disability or illness.

## **6.8 Tenants moving temporarily**

Rosewood Housing will grant the same security of tenure to tenants returning to settled accommodation after they have been moved to alternative accommodation during any redevelopment or other works.

## **6.9 Tenancy Sustainment**

Rosewood Housing and its managing agent Thrive Homes focuses on ensuring that the tenancy is sustainable for the customer. This includes vulnerable customers but will require that enough appropriate support is in place for the individual to sustain their tenancy.

## **6.10 Appeals**

Tenants may appeal against:

- the length of a fixed term tenancy
- the type of tenancy offered
- the decision to extend a starter tenancy
- the decision to end a starter tenancy
- the decision not to grant a tenancy on the expiry of a starter or fixed term tenancy.

Any request for appeal must be made within seven working days of the tenant or prospective tenant being notified of the decision.

The appeal will be dealt with by a manager more senior to the person making the original decision. A decision on an appeal will be given within 21 working days of receiving full details of the grounds for the appeal. If we are unable to do this, we will say why not and tell them when we can reach a decision.

The appeal will be conducted based on a written submission, but an oral hearing will be granted if requested by the tenant making the appeal. The oral hearing may take place on a virtual meeting

platform such as “Skype” or Microsoft Teams”. Thrive Homes on behalf of Rosewood Housing will notify the tenant making the appeal of the result of the appeal in writing. The decision is final. If the outcome of the appeal is to confirm the original decision, we will give the reasons for confirming the decision.

### 6.11 Advice and Assistance

Where a fixed term tenancy is not renewed, Thrive Homes on behalf of Rosewood Housing will discuss with the tenant the housing solutions that are available to and with the tenants’ consent will signpost for independent housing advice.

## 7. Associated Policies and Regulatory and legal considerations

<b>Regulatory and Legal considerations</b>	<b>Related Policies</b>
The 1988 Housing Act;	Anti-social behaviour Policy
- The 1996 Housing Act;	Fraud Policy
- The 2004 Housing Act;	Empty Homes and Lettings Policy
- The Localism Act 2011;	Local Lettings Policy
- The Landlord and Tenant Act 1985;	Rent and Service Charges Policy
- The Equality Act 2010;	Safeguarding Policy
- The Data Protection Act 1998	GDPR
- The Anti-Social Behaviour Act 2003;	
- The ASB Crime and Policing Act 2014	
The Tenancy Standard of the Regulatory Framework	

## 8. Monitoring and reviews

This policy will be monitored by Rosewood Housing with Thrive Homes as part of the managing agent obligations. The policy will be reviewed every five years or sooner should regulatory advice or the ongoing monitoring of the delivery of the policy reveal that a review is desirable.