



Ongo Homes

Tenure Policy

October 2022

Lead Officer: Jane Crookes, Lettings & Homeless Manager

<u>Version</u>	<u>Purpose/Changes</u>	<u>Approval Date</u>	<u>Approved By</u>	<u>Suggested Review Date</u>
15.0	Health Check	13/10/2022	HoST	January 2025
14.0	Updated following ending of 5 & 6 year Fixed Term Tenancies	25/01/2022	Group Common Board	January 2025
13.0	Health Check	13/05/2021	HoST	March 2024

Contents

		Page
1.	Our policy...	2
2.	It applies to...	2
3.	Because we want to...	2
4.	Principles of the policy	2
5.	Making sure we do what we say...	5
6.	Other things to bear in mind...	5
7.	We'll look at this again...	5
Appendix 1	Types of fixed term tenancies	6

1. Our policy...

- 1.1 Under the Localism Act 2011, all registered providers (RPs) of social housing have a duty to produce a Tenure Policy which meets the requirements of the Regulator of Social Housing's Tenancy Standard.
- 1.2 The Tenancy Standard requires RPs to offer tenancies or terms of occupation (also referred to as tenure) which are compatible with the:
 - **purpose of the accommodation**
 - **needs of the individual household**
 - **sustainability of the community**
 - **efficient use of its housing stock**
- 1.3 Ongo Homes (OH) aims to issue tenancies in accordance with the Tenancy Standard and, also, in conjunction with the housing strategies of the various local authority areas in which we operate.

2. This policy applies to...

- 2.1 Most of our tenants and residential tenancies issued by us, which includes newly acquired stock with existing tenants and tenancy agreements in place.
- 2.2 This policy does not apply:
 - to our leaseholders or leases in place, including Shared Ownership properties (please refer to our Leasehold Management Policy and Shared Ownership Policy)
 - where pre-existing contractual arrangements (for example a condition of a grant received by us to fund building a property) takes precedence over any commitments given by us in this policy
 - where variations to this policy are required to comply with the housing strategies of the various local authority areas in which we operate

3. Because we want to...

- Confirm our principles and approach to the types of tenancy we offer
- Ensure that our communities have a clear understanding of how we respond to local housing needs and priorities
- Provide clarity on the circumstances in which we will grant each type of tenancy
- Make sure that our people and tenants understand the types of tenancies offered (the types of tenancies we offer are described in Appendix 1)
- Ensure that tenancies granted are consistent, transparent and fair
- Comply with all Regulations and Legislation (including the Tenancy Standard)
- Meet the changing needs of our tenants
- Make best use of our housing stock
- Create and sustain truly vibrant communities

4. Principles of the policy...

4.1 **Allocating properties**

4.1.1 All OH properties shall be let in accordance with our Lettings Policy.

4.2 **Granting tenure**

4.2.1 We offer the following forms of tenancies:

- Assured Shorthold Tenancies
 - Starter Tenancies
 - Assured Shorthold Fixed Term Tenancies
- Assured Tenancies
- Family Intervention Tenancies
- Demoted Tenancies
- Licences

A description of the different types of tenancies is provided in Appendix 1.

4.2.2 We will consider the factors listed in sections 1.2 and 2.2, and circumstances outlined in Appendix 1 when determining the type of tenancy to be offered.

4.2.3 Any customers transferring either internally or from another Registered Provider of Social Housing or Local Authority will not lose any security of tenure where there is no break.

4.2.4 Your tenancy agreement will clearly state the type of tenancy being granted.

4.2.5 If you believe we have not followed this policy when issuing a tenancy, you have the right to request a review (please see section 4.11.1).

4.2.6 The process which we may engage to terminate your tenancy, and subsequently regain possession of the property, is outlined at section 4.9 and within Appendix 1.

4.3 **Changing the type of tenancy you hold...**

4.3.1 We recognise the importance of tenure security in both developing and maintaining stable and viable communities, and that your circumstances may change. Therefore, in some circumstances, we may amend or change your tenancy. Section 4.4 contains a non-exhaustive list.

4.4 **Issuing tenancies**

4.4.1 **Starter Tenancies (Assured Shorthold Tenancies)**

- Prior to the end of the initial 12-month term, we will carry out a review of your tenancy. If the tenancy has:
 - been conducted satisfactorily, we will convert your Starter Tenancy to an Assured Tenancy
 - not been conducted satisfactorily (i.e. there have been breaches of the tenancy):
 - your Starter Tenancy may be extended for six months; or

- if we choose not to offer you an extension, we will provide you advice in relation to your future housing options

4.4.2 Assured Shorthold Fixed Term Tenancies (excluding Rent to Buy)

- Prior to the end of an Assured Shorthold Fixed Term Tenancy, we will carry out a review to determine what action will be taken at the end of the fixed term
- Where you have honoured the tenancy obligations by, for example, paying the rent, looking after the property, and respecting your neighbours we may offer:
 - a further Assured Shorthold Fixed Term Tenancy; or
 - an Assured Tenancy
- If you have not complied with your tenancy obligations, we will provide advice in relation to your future housing options, this may include you being offered a Family Intervention Tenancy

4.4.3 Rent to Buy Assured Shorthold Fixed Term Tenancies

- Please refer to our Rent to Buy Policy and Procedure for details of how we might change a Rent to Buy Assured Shorthold Fixed Term Tenancy

4.4.4 Assured Tenancy

- Where we have issued you with an Assured Tenancy, we can only change your tenancy in limited circumstances:
 - if we obtain a court order your tenancy may convert into a Demoted Tenancy or
 - if we have your consent, we may issue you with a Family Intervention Tenancy

4.4.5 Family Intervention Tenancy

- Family Intervention Tenancies may be offered to tenants possessing Assured Shorthold Tenancies or Assured Tenancies. Please refer to Appendix 1 for more details
- Prior to the end of the Family Intervention Tenancy, we will carry out a review to determine what action will be taken at the end of the fixed term. If you have:
 - complied with the conditions attached to the Family Intervention Tenancy, we may offer you a tenancy with no less security than you had before the Family Intervention Tenancy
 - not complied with the conditions attached to the Family Intervention Tenancy, we will provide you with advice in relation to your future housing options

4.4.6 Demoted Tenancies

- Your tenancy will only be converted to a Demoted Tenancy where a demotion order has been granted by a court. Please see Appendix 1 for more details
- Prior to the end of the term of the Demoted Tenancy, we will carry out a review of your tenancy. If you have:
 - obeyed the terms of the order, your tenancy will automatically return to what you had before the demotion or
 - where there has been a breach of the order, we will provide you with advice in relation to your future housing options
- A Demoted Tenancy may also be quashed by the court. If that happens your tenancy will return to what you had before the demotion order was granted.

4.4.7 Licence

- We constantly review all licences issued
- In certain circumstances a licence might be converted to an Assured Shorthold Tenancy

4.5 Assisting to downsize

4.5.1 We will offer support via our Tenant Incentive Scheme to all tenants considering downsizing to a smaller home, particularly those impacted by an under-occupancy charge resulting from government legislation and changes in housing benefit eligibility.

4.5.2 If you are affected by the under-occupancy charge and would like to downsize to a smaller home, unless your current or the new property has specific conditions attached to it (we will discuss these with you if there are), the tenancy for any new property will offer you no less security than you previously had.

4.6 Granting a Right of Succession

4.6.1 Rights of succession are covered in more detail in the Tenancy Management Policy. Additionally, such rights are stated in each individual tenancy agreement.

4.6.2 Where the right of succession is granted, the new tenant will in most cases have the same tenancy as the previous tenancy holder.

4.7 Assigning your Property to Another Person

4.7.1 In some circumstances you may be able to assign your tenancy to another person. The right to assign a tenancy is covered in more detail in the Tenancy Management Policy.

4.7.2 Where the right to assign is granted, the new tenant will in most cases have the same tenancy as the previous tenancy holder.

4.8 Protecting your tenure if you are required to move

4.8.1 Should you be required to move at our request permanently or temporarily you will not lose the security of your tenancy.

4.9 Terminating your tenure and taking possession of your property

4.9.1 If you breach the terms of your tenancy agreement, we may terminate your agreement and, where appropriate, subsequently seek the permission of the court to take back possession of the property. We have provided an outline of the process which we must follow to take possession of a property in Appendix 1.

4.9.2 The Housing Act 1988 (as amended by the Housing Act 1996) outlines certain circumstances (known as grounds) under which we may apply to court for possession of a property let under an Assured Tenancy. These grounds include a number which are referred to as mandatory grounds.

4.9.3 Mandatory grounds are ones where, if the landlord can prove a breach of the tenancy agreement, the occupant will definitely be ordered by the court to leave the property and possession of the property will return to the landlord.

4.10 Accepting your Notice to Terminate your Tenure

4.10.1 If you wish to terminate your tenancy, you must inform us in writing. The notice period will be clearly stated in your tenancy agreement. Written notice is a legal requirement required for a tenant to end their tenancy; this applies to all tenures. Simply abandoning the property will not terminate your tenancy obligations.

4.10.2 You can, let us know verbally that you wish to end your tenancy, however, to comply with the requirements outlined in 4.10.1 and to be effective from the date you make contact with us, verbal notice must be accompanied by written notice (which can be digital) and which must be received by us within 7 days of verbal notice being given. Rent will be charged for the full notice period.

4.10.3 If we do not receive the written confirmation of notice to end your tenancy within 7 days, the notice period will commence from the date we receive the confirmation in writing.

4.10.4 We may in exceptional circumstances accept a shorter notice period.

4.10.5 At the end of the notice period, you will be required to vacate the property and possession of the property will return to us.

4.10.6 If you are considering terminating your tenancy, please contact us for guidance.

4.11 Tenant's right to request a review

4.11.1 You may have the right to request a review in the following circumstances:

- where the type of tenancy offered is not in accordance with this policy

- when a decision is made not to grant another tenancy on the expiry of an Assured Shorthold Tenancy
- when a decision is made to end or extend an Assured Shorthold Tenancy
- where a Notice to Quit in relation to a Family Intervention Tenancy has been served
- if we decide to use a mandatory ground for possession of a property let under an Assured Tenancy (please refer to section 4.9.2)

4.12 Tenant's right to mutual exchange

4.12.1 Tenants possessing Assured Tenancies and some Assured Shorthold Fixed Term tenancies have the right to mutual exchange subject to consent from both landlords.

4.12.2 Tenants possessing Assured Shorthold tenancies (including Rent to Buy One-year Assured Shorthold Fixed Term Tenancies) and licensees do not have a legal right to mutual exchange.

4.12.3 Please refer to our Mutual Exchange Procedure for further details with regards to how mutual exchange might affect your tenancy.

5. Making sure we do what we say...

5.1 The Head of Landlord Services is responsible for implementing and monitoring this policy.

5.2 The Lettings Manager is responsible for ensuring this policy is adhered to on a day-to-day basis.

6. Other things to bear in mind are...

6.1 The following related policies and strategies:

- Rent & Service Charge Setting Policy
- Rent to Buy Policy
- Rent to Buy Procedure
- Fixed Term Tenancy Procedure
- Anti-Social Behaviour Policy
- Lettings Policy
- Income Collection Policy
- Tenancy Management Policy
- Mutual Exchange Procedure
- Local authority's Housing and Tenancy Strategies in the areas we operate

6.2 The following Regulation and Legislation:

- Regulator for Social Housing - Tenancy Standard
- Regulator for Social Housing - Rent Standard
- Localism Act 2011
- Housing Acts 1980, 1985, 1988, 1996, 2004
- Anti-Social Behaviour Crime and Policing Act 2014

➤ Housing and Regeneration Act 2008

7. We'll look at this again...

7.1 In three years' time, unless anything changes.

TENURE:	DESCRIPTION	WHEN WE MAY USE (THIS LIST IS NOT EXHAUSTIVE)	HOW WE MAY SEEK POSSESSION OF THE PROPERTY
<p>Assured Shorthold Tenancy (including Starter Tenancy and One / Two- year Assured Shorthold Fixed Term Tenancies)</p>	<p>Assured Shorthold Tenancies are:</p> <ul style="list-style-type: none"> ➤ the most common type of agreement used by landlords to let residential properties ➤ typically given for a period of six months but can be for longer <p>Assured Shorthold Tenancies enable a landlord to let out a property to a tenant while retaining the right to repossess the property at the end of the term of the tenancy. However, the landlord is required to give the tenant at least two months' notice of any reoccupation.</p>	<p>Starter Tenancies may be issued:</p> <ul style="list-style-type: none"> ➤ to new social housing tenants for a period of 12 months (if there is a need to transfer within the first 12 months of an Assured Shorthold Tenancy then a new 12 month Assured Shorthold Tenancy will be issued) ➤ as an extension to a Starter Tenancy ➤ for some tenancies offered by the Homeless Service <p>We will only issue assured shorthold tenancies where incoming tenants do not hold security of tenure from another social landlord, continuous from April 2012.</p> <p>One-year Assured Shorthold Fixed Term Tenancies may be issued:</p> <ul style="list-style-type: none"> ➤ for Rent to Buy schemes; or ➤ where our assessment is that an Assured Tenancy is not currently suitable <p>Two-year Assured Shorthold Fixed Term Tenancies may be issued:</p> <ul style="list-style-type: none"> ➤ in exceptional circumstances, where our assessment is that an Assured Tenancy is not currently suitable 	<p>Starter Tenancy / One-year Assured Shorthold Fixed Term Tenancies:</p> <p>By serving a valid</p> <ul style="list-style-type: none"> ➤ Notice of Seeking Possession and securing a valid outright possession order from a court; or ➤ Notice Requiring Possession with two months' notice of intention to terminate. <p>Two-year Assured Shorthold Fixed Term Tenancies:</p> <p>By serving a valid</p> <ul style="list-style-type: none"> ➤ 'Minded to' Notice with six months of the term remaining and Notice Requiring Possession with two months' notice of intention to terminate; or ➤ Notice of Seeking Possession and securing a valid outright possession order from a court.

TENURE:	DESCRIPTION	WHEN WE MAY USE (THIS LIST IS NOT EXHAUSTIVE)	HOW WE MAY SEEK POSSESSION OF THE PROPERTY
Assured Tenancy	An Assured Tenancy , in contrast to an Assured Shorthold Tenancy , provides tenants with far greater security of tenure, as the tenant can stay in a property until they either choose to leave or the landlord gains possession using one of the grounds listed in the Housing Act 1988 (see above at section 4.9.1)	<p>Assured Tenancies may be issued to:</p> <ul style="list-style-type: none"> ➤ tenants who successfully complete a Starter Tenancy ➤ existing OH tenants and those of other RPs who transfer/mutual exchange from an existing Assured Tenancy 	<p>By serving:</p> <ul style="list-style-type: none"> ➤ a valid Notice of Seeking Possession; and ➤ securing a valid outright possession order from a court.
Family Intervention Tenancy	<p>A Family Intervention Tenancy:</p> <ul style="list-style-type: none"> ➤ is a tenancy granted instead of an assured tenancy to a tenant who has been (or could have been) the subject of a possession order on grounds of anti-social behaviour ➤ does not offer any form of protected tenure ➤ is issued in conjunction with behavioural support services ➤ Working with behavioural support services is a condition of the family being allowed to continue living in the accommodation ➤ normally lasts between six months and one year 	<p>Family Intervention Tenancies can only be offered for the purposes of providing behavioural support services to tenants against whom a possession order for anti-social behaviour:</p> <ul style="list-style-type: none"> ➤ has been made in relation to an Assured Tenancy on the grounds of anti-social behaviour ➤ could, in our opinion, have been so made in relation to an Assured Tenancy ➤ could have been so made if the tenant had had such a tenancy <p>A Family Intervention Tenancy requires us to provide you with a statutory notice before the Family Intervention Tenancy has effect.</p> <p>NOTE - You:</p> <ul style="list-style-type: none"> ➤ are not obligated to accept the offer of a Family Intervention Tenancies ➤ should seek legal advice before accepting a Family Intervention Tenancy 	<p>By serving:</p> <ul style="list-style-type: none"> ➤ a Notice to Quit which must be in the form set out in section 298 of the Housing and Regeneration Act 2008 (providing the tenant with information regarding their ability to request a review. Please refer to section 4.11.1)
Demoted Tenancy	Demoted Tenancy are:	Demoted Tenancies:	By serving:

TENURE:	DESCRIPTION	WHEN WE MAY USE (THIS LIST IS NOT EXHAUSTIVE)	HOW WE MAY SEEK POSSESSION OF THE PROPERTY
	<ul style="list-style-type: none"> ➤ a form of tenancy that reduces a tenant's security of tenure (normally from Assured Tenancy to Assured Shorthold Tenancy) and rights for a specified period of time 	<ul style="list-style-type: none"> ➤ we may only issue a Demoted Tenancy following the granting of a demotion order by a court ➤ The Demoted Tenancy will: <ul style="list-style-type: none"> ○ replace your current tenancy ○ be effective from the date stated in the demotion order 	<ul style="list-style-type: none"> ➤ a valid Notice of Seeking Possession ➤ securing a valid outright possession order from a court
Licence	<p>A Licence:</p> <ul style="list-style-type: none"> ➤ is a simple, contractual permission to occupy property ➤ does not confer any property rights and cannot be bought and sold ➤ does not provide security of tenure and is not subject to the rule that apply to terminating tenancies 	<p>Licence may be issued:</p> <ul style="list-style-type: none"> ➤ for specialist supported accommodation ➤ when a you are temporarily moved to another property ➤ for garages ➤ some arrangements relating to homelessness 	<p>By serving:</p> <ul style="list-style-type: none"> ➤ a Notice to Quit (in the prescribed form) giving 28 days' notice to the licensee