

## Tenure Policy

<b>Purpose</b>	<p>This policy sets out the types of tenancies offered by Eastlight Community Homes.</p> <p>This policy aims to make clear the criteria which Eastlight will use to decide which form of tenancy is appropriate to be offered to a tenant.</p>
<b>Owner</b>	Head of Housing Services
<b>Related documents</b>	<p>Tenancy Agreements</p> <p>Tenancy Standard issued by Social Housing Regulator</p> <p>Local Authorities Tenure Strategies</p> <p>Succession Policy</p> <p>Tenancy Sustainment Policy</p> <p>Housing Management Policy</p>
<b>Approved by</b>	<p>Executive Director of Operations</p> <p>Director of Housing Services</p>
<b>Date approved</b>	
<b>Review frequency</b>	The policy will be reviewed every 3 years
<b>Last review</b>	New Eastlight Policy
<b>Next review</b>	October 2023
<b>Version</b>	Version 1
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## **1.0 POLICY STATEMENT**

- 1.1 Eastlight Community Homes is committed to letting our properties in a fair and transparent way.
- 1.2 This policy sets out the types of tenancies offered by Eastlight Community Homes, under which circumstances certain types of tenancies will be given or renewed and details of the advice and assistance we will provide at the end of tenancies. The appeals process for applicants and tenants is available in our procedures.

## **2.0 SCOPE**

- 2.1 This document sets our Eastlight Community Homes' standards for practice with regard to offering and managing tenancy agreements and meeting relevant legal and regulatory requirements.
- 2.2 In writing this policy we have taken account of the Revised Tenancy Standard 2015, issued by the Regulator of Social Housing.
- 2.3 This policy does not include homeownership (including shared ownership and leasehold).

## **3.0 Principles**

- 3.1 In accordance with the Tenancy Standard as set out by the Regulator of Social Housing, we will offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of the individual households, the sustainability of the community, and the efficient use of our housing stock.
- 3.2 The Regulator of Social Housing in its Tenancy Standard sets out what registered providers must provide :
  - Grant general needs tenants a periodic secure or assured (excluding periodic assured shorthold) tenancy, or a tenancy for a minimum fixed term of five years, or exceptionally, a tenancy for a minimum fixed term of no less than two years, in addition to any probationary tenancy period.
  - Grant those who were social housing tenants before 1st April 2012 (this is the date which section 154 of the Localism Act 2011 came into force), and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to another social rented home, whether with the same or another landlord. (This requirement does not apply where tenants choose to move to accommodation let on Affordable Rent terms).
  - Grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.

#### **4.0 AIMS AND OUTCOMES**

- 4.1 The type of tenancy issued by Eastlight Community Homes will be influenced by a number of factors including (but not limited to):
- The date the agreement will commence
  - The type of agreement, if any, held immediately prior to the new agreement being granted
  - The tenure of property to be occupied e.g. supported, temporary accommodation, general needs
  - Restrictions arising from nomination agreements, deed title, covenants, S106 and any other planning consents and funding streams used to provide the accommodation
  - Local Authority Strategies
- 4.2 Each tenant is issued with their own agreement which contains the rights and responsibilities of both the tenant(s) and Eastlight Community Homes. The rent level charged for each property is determined in accordance with our Rent Policy.
- 4.3 The types of agreements are as stated in Appendix A.
- 4.4 The tenancy table attached at Appendix A forms part of this policy and must be read in conjunction with this document. It sets out the circumstances in which we will grant particular agreements along with the rights of those tenants.
- 4.5 The Board have agreed that Eastlight Community Homes will not offer fixed term tenancies and all previous fixed term tenancies will be converted to assured tenancies/assured affordable rent tenancies by April 2021.
- 4.6 For new tenants, we will issue joint tenancies to those nominated by the local authority as joint applicants or if they have applied on the housing register as joint applicants but this will in most cases only be offered to married couples, civil partners and people in a relationship that live together. We will only offer joint tenancies to other family members at the discretion of the Head of Housing Services.
- 4.7 We will normally not offer a tenancy to anyone under the age of 18 as under Schedule 1 (6) of the Law of Property Act 1925 a Minor (under the age of 18) is not capable of holding a legal interest in a property. In certain circumstances we may however offer an Equitable Tenancy.
- 4.8 A resident can appeal to Eastlight Community Homes in relation to the type of tenancy offered or if their tenancy is being brought to an end. The Appeal can be made in writing, by telephone or in person and the process of an appeal will be contained in our procedures.

- 4.9 How Eastlight Community Homes deals with Succession (including discretionary tenancies), assignments, mutual exchanges, tenancy visits, and tenancy sustainment are found in relevant procedures/policies.
- 4.10 We will use our Tenancy Support team and external partner agencies to work with customers before and during their occupancy, in order to help them sustain their tenancies.
- 4.11 We will identify and tackle tenancy fraud in our housing stock within resource constraints.

## **5.0 DEFINITIONS**

- 5.1 **Tenancy Agreement** is a legally binding contract between a tenant and Eastlight Community Homes, it sets out the conditions upon which the property is let and includes rights and responsibilities of both the tenant and Eastlight Community Homes. Where we have referred to tenancy and/or tenancy agreement within this document this also includes licence agreements for the purposes of the policy unless stated otherwise.
- 5.2 **Tenant** is a person(s) who rents and occupies a property from Eastlight Community Homes.
- 5.3 **Licence** is an agreement offered to those people who are occupying the property on a temporary basis
- 5.4 **Notice to Quit** – a notice served by either party which brings the agreement to an end
- 5.5 **An Equitable tenancy** is one where the legal title is held in trust by an adult (or corporate entity).

## **6.0 STATUTORY AND REGULATORY REQUIREMENTS**

- Housing Act 1980,1985, 1988, 1996
- Localism Act 2011
- Equality Act 2020
- Human Rights Act 1998
- Data Protection Act 1998
- Schedule 1 (6) of the Law of Property Act 1925
- Regulatory Framework 2012

## **7.0 EQUALITY AND DIVERSITY**

- 7.1 An equality impact assessment was carried out for this policy and it identified positive impacts for the following protected characteristic.

Age - Equitable Tenancies - Under 18's are given an equitable tenancy, which is an agreement that reflects the underlying intention of the Tenancy Agreement, whilst acknowledging the legal status of the minor. It is

conditional on guarantor and support plan. This is converted to assured tenancy or starter tenancy when they reach 18. This is necessary to ensure tenancy is sustained and under 18's are not able to hold an interest in land.

And negative impact for the following protected characteristic

Disability - On a starter tenancy a person is not able to make improvements to property. However, tenants choose the property they wish to move into and are likely to choose a property that meets their needs. The Head of Housing can make an exception to this though if a property needs to be adapted for disability during the starter tenancy.

## **8.0**    **REVIEW**

8.1    The policy will be reviewed after 3 years or if there are legislative changes.

## **9.0**    **DATE OF POLICY**

9.1    October 2020

## Appendix A

### Tenancy Types

Type of Agreement	What is it?	When does Eastlight Community Homes grant them	How can this tenancy be brought to an end
<p>Transferring Assured Transferring Assured Affordable Rent Tenancy(as above but offered on an affordable rent as opposed to a social rent)</p>	<p>Transferring Assured tenancies were given to all Braintree District Council tenants who became Greenfields tenants at point of transfer.</p> <p>Lifetime tenancy</p> <p>Tenant has exclusive use of property</p> <p>Only granted now to tenants who previously held this type of tenancy with Greenfields Community Housing</p> <p>Some rights include:</p> <ul style="list-style-type: none"> <li>• Mutual Exchange</li> <li>• Right to Buy</li> <li>• Succession Rights extended to family members</li> <li>• Assignment Rights</li> <li>• To take in a lodger</li> </ul>	<p>Eastlight Community Homes will only grant transferring assured tenancies to those tenants who previously held this type of tenancy with Greenfields Community Housing, including successors if deceased held a transferring tenancy or secure tenants with Colne Housing who wish to move</p>	<p>By the tenant(s) serving Eastlight Community Homes with a 4 week's Notice to Quit</p> <p>A possession order obtained under one of the grounds listed in Schedule 2 of Housing Act 1998</p> <p>A Notice to Quit, where the property has been abandoned or the tenant no longer occupies the property as their only or principal home and the tenant loses the secure status of the tenancy and it becomes a contractual tenancy.</p>
<p>Starter Tenancy</p>	<p>12 month starter tenancy during which time they must</p>	<p>Offered to all new Eastlight Community</p>	<p>By serving a Section 21 notice.</p>

	<p>adhere to the tenancy conditions in order to convert into an Assured Tenancy at the end of the 12 months.(see below)</p> <p>Starter tenancies are periodic assured shorthold tenancies with a review after 12 months</p> <p>A Starter Tenant does not have the right to:</p> <ul style="list-style-type: none"> <li>• Transfer to another home or mutually exchange</li> <li>• take in lodgers or sublet part of their home</li> <li>• assign or pass on their tenancy, except by a court order</li> <li>• make improvements to their home that require landlords consent</li> <li>• buy their own home</li> </ul>	<p>Homes tenants who do not currently have a social housing tenancy</p> <p>Offered to those applicants who have been accepted as Homeless by the Local Authority</p>	
<p>Assured Tenancy</p> <p>Assured Affordable Rent Tenancy (as above but property offered at affordable rent and not social rent)</p>	<p>Lifetime tenancy</p> <p>Tenancy has exclusive use of the property</p> <p>Some rights include:</p> <ul style="list-style-type: none"> <li>• Mutual Exchange</li> <li>• Right to Acquire</li> <li>• Succession rights</li> </ul>	<p>Will be granted to a Eastlight Community Homes tenant who has successfully completed a starter tenancy</p> <p>To an existing assured or secure tenant of another registered provider or local</p>	<p>By the tenant(s) serving Eastlight Community Homes with a 4 weeks' Notice to Quit</p> <p>A possession order obtained under one of the grounds listed in</p>

	<ul style="list-style-type: none"> <li>• Assignment rights</li> <li>• To take in a lodger</li> </ul>	<p>authority that transfers to Eastlight Community Homes</p> <p>Following a fixed term review of Colne tenants</p>	<p>Schedule 2 of the Housing Act 1988</p> <p>A Notice to Quit served, where the property has been abandoned or the tenant no longer occupies the property as their only or principal home and the tenant loses the assured status of the tenancy and it becomes a contractual tenancy.</p>
<p>Periodic Assured Shorthold Tenancy</p>	<p>Introduced by the Housing Act 1988 and amended by the Housing Act 1996</p> <p>They are a form of assured tenancy with a limited security of tenure</p> <p>Tenant has exclusive use of the property</p> <p>Periodic tenancies roll from week to week or month to month</p>	<p>Key workers will be granted a monthly periodic Assured Shorthold Tenancy</p> <p>Will be used where the length of occupation is likely to be short terms or for specialist schemes where the tenancy is provided and linked to a support plan or agreement</p> <p>Mortgage rescue Schemes</p> <p>Intermediate rent tenants</p>	<p>By the tenant(s) serving Eastlight Community Homes 4 weeks' Notice to Quit for weekly periodic tenancies and one months' notice for monthly periodic tenancies</p> <p>A possession order obtained under one of the grounds listed in Schedule 2 of the Housing Act 1988.</p> <p>A Notice to Quit served, where the property</p>

			<p>has been abandoned or the tenant no longer occupies the property as their only or principal home and the tenant loses the assured status of the tenancy and it becomes a contractual tenancy.</p> <p>A possession order obtained under the provisions of Section 21 of the Housing Act 1988.</p>
<p>Five Year Fixed Term Assured shorthold</p>	<p>Introduced by the Localism Act 2011</p> <p>They are a form of an assured tenancy with less security of tenure than an assured (non-shorthold) tenancy. They have more security than a standard assured shorthold tenancy</p> <p>Tenant has exclusive use of the property</p> <p>They are fixed for an initial period of five years</p>	<p>Were given to Colne tenants who had successfully completed a starter tenancy which was granted after November 2011</p> <p>Offered to existing Colne tenants five year fixed term assured shorthold tenant who was granted a further five year fixed term tenancy after a review</p> <p>Offered to existing Colne five year fixed term assured shorthold tenant who mutual</p>	<p>By acceptance of a tenant's offer to surrender before the end of the fixed term provided both parties agree, subject to the tenant giving at least 4 weeks' notice of intention to surrender</p> <p>By the tenant(s) serving Eastlight with a 4 weeks' Notice to Quit once the fixed term has expired</p> <p>A possession order obtained under the</p>

		<p>exchanges or to another social housing provider tenant that mutually exchanges with a Colne tenant</p> <p>Eastlight Community Homes will not offer fixed term tenancies and all existing fixed term tenancies awarded by Colne will have a programme to convert into assured tenancies (subject to conditions) by April 2021</p>	<p>grounds listed in Schedule 2 of the Housing Act 1988.</p> <p>A Notice served under Section 146 of the Law of Property Act 1925, where the property has been abandoned or the tenant no longer occupies the property as their only or principal home.</p> <p>A possession order obtained under the provisions of Section 21 of the Housing Act 1988.</p> <p>A Notice to Quit served (once the fixed term has expired), where the property has been abandoned or the tenant no longer occupies the property as their only or principal home and the tenant loses the assured status of the tenancy and it becomes a contractual tenancy.</p>
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<p>Contractual weekly periodic tenancy</p>	<p>Basic tenancy agreement used where we cannot grant an assured shorthold tenancy</p> <p>Tenant has exclusive use of the property</p> <p>These agreements provide basic tenancy rights</p>	<p>Temporary occupation while the Local Authority determine their homelessness obligations towards the household under Section 209 of the Housing Act 1996</p> <p>This agreement converts into an assured shorthold tenancy after 12 months</p>	<p>By either Party giving 4 weeks' Notice to Quit.</p>
<p>Licence Agreement/Decant Licence</p>	<p>Agreement for use and occupation</p> <p>Occupant does not have exclusive use of the property</p> <p>These agreements provide basic occupation rights</p> <p>garages</p>	<p>Where the occupant does not have exclusive use of the property and shares communal facilities such as a bathroom, kitchen or living room with other occupants of the same property.</p> <p>For temporary decants where the agreement for their current property remains at their original property</p>	<p>The Licensee serves Eastlight with a 4 weeks' Notice to Quit.</p> <p>By giving the Licensee 28 days' written notice terminating the licence.</p> <p>Eastlight may terminate the Licence by giving a shorter period than 28 days' notice provided that the period of notice is agreed with Eastlight</p>

<p>Equitable Tenancy</p>	<p>The legal title is held in trust by an adult (or corporate entity).</p> <p>They do not comply with all the legal formalities but the courts consider that they should be treated as they do.</p> <p>They offer the same statutory protection as legal tenants and can be evicted for non-payment of rent on the same grounds.</p> <p>.</p>	<p>Offered to those under 18 who aren't eligible to sign a tenancy but can have one held in trust until they turn 18.</p> <p>There needs to be a guarantor or a support package in place for this type of tenancy to be granted.</p> <p>It will convert to a full tenancy once the tenant turns 18 if they have been in property for one year. If they have been in the property for less than one year they will be offered a Starter tenancy</p>	<p>By the tenant(s) serving Eastlight Community Homes with a 4 week's Notice to Quit</p> <p>A possession order obtained under one of the grounds listed in Schedule 2 of Housing Act 1988.</p> <p>A Notice to Quit, where the property has been abandoned or the tenant no longer occupies the property as their only or principal home and the tenant loses the secure status of the tenancy and it becomes a contractual tenancy.</p>
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