



Tenancy Policy

SER-POL-21

Version 2.0

Date approved: 21 January 2014

Approved by: Board

1. Introduction

- 1.1 Southway Housing Trust (Southway) is committed to creating sustainable communities where people want to live and work. Southway recognises the importance of ensuring that the appropriate type of tenancy is used in furthering this aim.
- 1.2 Southway will use a variety of tenancy types and rental structures depending upon prescribed circumstances that are set out within the Policy below.

2. Scope

- 2.1 This Tenancy Policy ensures that Southway and its customers understand the types of tenancies offered and the circumstances that determine this, and that this is clear and transparent.
- 2.2 Additionally, the Policy outlines Southway's position on succession and the required payment methods obligatory for those entering into a tenancy with the Trust.
- 2.3 This Policy covers all of Southway's general needs and sheltered properties that are let on the basis of Social or Affordable rents. It does not cover those properties owned by Southway but managed by others.

3. Policy

Types of Tenancy

- 3.1 Southway's default position will be to offer the most secure tenancy possible, unless there are extenuating circumstances.
- 3.2 Southway will not use fixed term tenancies, except in the specific circumstances identified in this Policy.

Assured Tenancies

- 3.3 For new tenants Southway will offer an Assured Shorthold (Starter) Tenancy. Upon successful completion of an Assured Shorthold (Starter) Tenancy, these tenancies will convert to fully Assured Tenancies.
- 3.4 Assured tenancies offer tenants security of tenure, encouraging residents to put down permanent roots and to commit to and feel part of their local community.

- 3.5 Homes transferred to the Trust from Manchester City Council will be let on Social Rents. Those tenants who transferred at this time will have Assured (With Protected Rights) Tenancies, retaining the Right to Buy.
- 3.6 For existing Southway tenants who are transferring to another tenancy, there will not be the requirement to serve a further Assured Shorthold (Starter) tenancy. This will also be the case for those new tenants who are transferring from another registered provider. In these cases, Southway will grant an Assured Tenancy from the outset.

Assured Shorthold (Starter) Tenancies

- 3.7 Assured Shorthold (Starter) Tenancies provide Southway and the new tenant with an opportunity to see if that tenancy is appropriate and sustainable in the longer term. It allows the Trust the opportunity to see if the tenant requires greater levels of support and if the new tenant is capable of adhering to the terms of the tenancy.
- 3.8 During a Starter Tenancy, Southway will ensure that the tenancy is being conducted satisfactorily through:
- A home visit within six weeks of tenancy commencement
 - A tenancy review within six months of tenancy commencement
 - A final review visit, conducted nine months after the tenancy has commenced
- 3.9 Southway will provide Starter Tenancies, which will run for an initial period of 12 months. The Trust will retain the option to extend the period of Starter Tenancy for a further six months (up to a maximum of 18 months), where this is considered necessary to assist in determining the suitability of the tenant.
- 3.10 Southway may consider ending an Assured Shorthold (Starter) Tenancy in accordance with legal requirement set out within the Assured Shorthold (Starter) Tenancy. To do this, the Trust will serve a notice under section 21 or section 8 of the Housing Act 1988 seeking possession of the Premises.
- 3.11 Southway will consider ending a Starter Tenancy should the tenant fail to meet one or more of the Tenant Obligations, set out under Part 3 of the Starter Tenancy. This includes, but is not limited to:
- Rent arrears debt of two months or more
 - Failure to take up occupation of the home
 - Not using the home as the principal residential home
 - Causing nuisance and anti-social behaviour

- Racial and other harassment
 - Domestic Violence
 - Neglect of the property or garden
 - Failure to allow reasonable access
 - or any other breaches of tenancy
- 3.12 Should the Trust decide to end a tenancy within the time limit of an Assured Shorthold (Starter) Tenancy, we will provide the tenant with information on Southway's Appeals procedure, as set out in the Tenancy Agreement, explaining how they may challenge this decision.

Mortgage Rescue - Fixed Term tenancy

- 3.13 Southway will use fixed term tenancies for properties acquired through its Mortgage Rescue Scheme. These will be three year fixed term Assured Shorthold tenancies. This model of tenancy is provided as best practice by the Homes and Communities Agency (HCA). There will be no requirement to serve any form of Starter Tenancy with properties let under Mortgage Rescue arrangements.
- 3.14 These tenancies will be let at Affordable Rent levels. At the end of the three year period the Trust will usually grant an Assured Tenancy to the existing tenant on either Social Rent or Affordable Rent. An option appraisal will be undertaken in these circumstances to ensure that the most appropriate and beneficial option for Southway is chosen.
- 3.15 Southway will grant a further tenancy upon expiry of the fixed term, unless there have been persistent breaches of the tenancy conditions and the tenant has not responded positively to warnings to remedy these.
- 3.16 A summary of the grounds where a fixed term tenancy would not be renewed is provided as Appendix A.

Affordable Rent Tenancies

- 3.17 Southway will offer standard Assured Shorthold (Starter) tenancies and subsequently Assured Tenancy agreements in all lettings for homes arising from new development and acquisition, from May 2012 onwards. These tenancies will be let at Affordable Rent. They will not be let at Social Rent.
- 3.18 The Affordable Rent level will be determined at the appraisal stage of the new development or acquisition, and approved by the Chief Executive Officer as delegated by the Trust's Board.

- 3.19 The rental charge on Affordable Rent properties will be reviewed using an agreed method of annual review, linked to RPI and re-valuing if the property should become void.
- 3.20 All Affordable Rent properties will be subject to the same repair and tenancy conditions as all other Southway properties.
- 3.21 Properties that are to be let at Affordable Rent will be advertised using the same choice based lettings process (or its successor) as other Southway properties, in order to maintain transparency and probity. In advertising Affordable Rent properties, the rent level will be highlighted. Pre tenancy money skills and budgeting training will be offered to new tenants taking up offers of Affordable Rent properties.

Appeals and Complaints

- 3.22 Tenants and prospective tenants may appeal against or complain about the length of a fixed term tenancy (Mortgage Rescue) and the type of tenancy offered (Affordable Rent). A fixed term tenant may also appeal against a decision not to grant them another lease at the expiry of the term.
- 3.23 These appeals need to be made in writing to the Chief Executive, and will not be considered under the Trust's Complaints Policy. The Chief Executive will inform the complainant in writing of the outcome within 28 days. This decision will be final.

Succession

- 3.24 The way Southway deals with all forms of Succession is contained within the Trust's Allocations Policy "PART 6: How tenancy succession is dealt with under the scheme".
- 3.25 Southway will deal with claims for Succession in accordance with this policy, including claims for Discretionary Succession where there is no statutory or contractual claim for Succession.

4. Payment of Rent

- 4.1 Southway wishes to promote regular and prompt payment of rent by its tenants. This Policy sets out the payment methods that we require new tenants to use.
- 4.2 Unless otherwise agreed by the Head of Neighbourhood Services or the Income Manager, Direct Debit (or a similar agreed alternative such as Rent

Account Direct) will be the mandatory rent payment method for Southway tenants.

- 4.3 Southway reserves the right to withhold an offer of accommodation in the event that a prospective tenant refuses to agree to these conditions of payment.

5. Monitoring and Evaluation

- 5.1 The Director of Neighbourhood Services will be responsible for the implementation and review of this policy.
- 5.2 The creation of Mortgage Rescue fixed term tenancies and Affordable Rent tenancies will be reported to Board.

6. Equality and Diversity

- 6.1 Southway will ensure this policy is applied fairly to all our customers. We will not directly or indirectly discriminate against any person or group of people because of their race, religion, gender, marital status, sexual orientation, disability or other grounds set out in our Single Equality Scheme.
- 6.2 An Equality Impact Assessment has been carried out on this policy. Where equality issues have been identified, the EIA outlines ways in which this impact is either justified or can be mitigated.

7. Links to Other Policies, Strategies and procedures

- Allocations Policy
- Exchanges (Mutual) Policy
- Everyone Matters Customer Care Policy
- Rent Setting and Service Charge Policy

8. Policy Review

- 8.1 This policy will be reviewed every two years.

POLICY REVIEW HISTORY	
<i>To be completed during each review</i>	
<p>Previous versions (version number – approved by – approval date – title if different)</p> <p>V1 – Board – 29/05/2012</p>	
Date of last EIA:	N/A
Review lead by:	David Squires, Head of Neighbourhood Services
Main points or amendments made and reasons	
<ul style="list-style-type: none"> ▪ Incorporates the previously stand alone Assured Shorthold (Starter) Tenancy Policy. ▪ During the twelve month period that a Starter Tenancy is in force, the Trust may decide to end it for reasons which now include rent arrears of more than two months (Section 21 action) and any other breach of the tenancy conditions, such as perpetrating anti-social behaviour. ▪ New tenants of the Trust will be required to pay their rent by Direct Debit (or equivalent) payment. An unreasonable refusal to do so may result in the withdrawal of an offer of tenancy. Board agreed these measures at its March 2013 meeting and whilst Officers implemented them immediately, the current review provides an opportunity to update the Policy to reflect these changes. 	
Next review due:	Q1 2016/17
Review Level:	A – Board

Tenancy Policy
Appendix A – Grounds for not renewing a Fixed Term Tenancy

Grounds for not renewing a Fixed Term Tenancy

1	The Tenant fails to pay rent to the Association.
2	The Tenant has persistently delayed in paying rent to the Association.
3	The Tenant breaks any conditions of the tenancy,
4	The Tenant or any person living at the Premises damages or fails to look after the Premises or any common parts.
5	The Tenant or anyone living with or visiting the Tenant is responsible for any of the following:
	i) A nuisance or behaviour likely to cause a nuisance to adjoining occupiers or other neighbours, including the surrounding neighbourhood
	ii) Using or allowing the Premises to be used for immoral or illegal purposes
	iii) Causing harassment due to race, colour, sex or disability
	iv) Performing any action which interferes with the peace, comfort or convenience of others
	v) Distributing from and/or using illegal drugs on the Premises or in the locality
	vi) Committing acts of violence or threatening behaviour to Association employees/agents
	vii) Committing an indictable offence in the locality of the Premises
6	The Tenant has used or threatened to use violence to another member of the household.
7	The Tenant, anyone living with or visiting the Tenant causes damage to any furniture which the Association has provided.
8	Suitable alternative accommodation is available to the Tenant and the Association wishes to regain possession of the Premises:
	i) Where the Premises are legally overcrowded
	ii) Where the Association requires the Premises to redevelop, rehabilitate or to do work

Tenancy Policy

Appendix A – Grounds for not renewing a Fixed Term Tenancy

	iii) Where succession results in the Premises being under occupied.
	iv) Where specially designed accommodation is no longer required by the occupant
9	If the Association needs to gain possession in order to demolish, redevelop, rehabilitate or to work in the Premises.
10	Where a person has succeeded to a tenancy under the Will or Intestacy of the Tenant and the Association seeks possession within twelve (12) months of the death of the Tenant.
11	Where the Tenant is eight (8) weeks or two (2) months or more in arrears with paying rent at the date of service of the Notice Of Seeking Possession and at the date of hearing.
12	Where false information is knowingly provided at the time of application for the tenancy by the Tenant or someone acting on the Tenant's behalf.