

# Tenancy Management



Great Places promote a positive customer and landlord relationship, built on a joint understanding of our expectations of customers and delivering on our own obligations and commitments. We are committed to excellent customer service, working with and alongside our customers to resolve issues and queries early to prevent obstacles and strive to maintain a positive relationship throughout your tenancy with us.

**Service Delivery Framework:** our relationship with our customers goes two ways with responsibilities on both sides. We ask customers to take responsibility, with our support if needed, for looking after their home and respecting their neighbours, their community and our colleagues. Sometimes we need to step in or assist, when we do we will do things ‘with’ not ‘for’ our customers, providing the right level of support to empower customers to tackle issues themselves wherever possible.

## Context

Our relationship with our customers begins with the home. Which is why it’s important to set out what we expect from our customers and what you can expect from us as your landlord.

This policy provides an outline of the following housing management areas:

○ Nuisance	page 4
○ Tenancy breaches	page 4
○ Keeping pets (inc. dangerous dogs)	page 5
○ Wilful damage	page 6
○ Making alterations to your home	page 7
○ Customer CCTV (video doorbells)	Page 7
○ Subletting and lodgers	Page 8
○ Use of premises (inc. business use)	Page 8
○ Property condition	Page 9
○ Pest control	Page 10
○ Gaining access	Page 10
○ Occupying (abandonment)	Page 11
○ Trespassers	Page 11
○ Decants	Page 11
○ Security of tenure (tenure types)	Page 13
○ Succession	Page 14
○ Assignments	Page 14
○ Mutual Exchange	Page 15
○ Sustainable tenancies	Page 15
○ Household need	Page 16
○ Tenancy fraud	Page 16
○ Moving on (ending your tenancy)	Page 17

# Tenancy Management



The policy supports the delivery of commitments in the Great Communities section of our Corporate Plan and ensures that our customers have the peace of mind which comes from knowing they can stay in their home for as long as they want to.

## Regulatory Framework: Tenancy Standard

Our Tenancy Management Policy responds to the specific requirement set out in the Tenancy Standard to publish our approach to tenancy management and ensures that we issue tenancies that are compatible with:

- the purpose of the accommodation
- the needs of individual household
- the sustainability of the community
- and the efficient use of our housing stock

This policy relates to our management of both Assured and Secured tenancies within our Neighbourhoods team. Any appeals from customers regarding decisions associated with this policy will be dealt with by the relevant management team.

## **Legal Framework**

Great Places has both statutory and contractual obligations relating to how we manage tenancies and our properties. Equally, customers have certain obligations placed on them related to how they conduct their tenancies whilst they're living in one of our homes.

- Transparency, Influence and Accountability Standard
- The Fraud Act 2006
- The Prevention of Social Housing Fraud Act 2013
- Housing Act 1985 / 1988
- Localism Act 2011
- Landlord & tenants act 1985
- Environmental protection Act 1990
- Homes fit for human habitation act 2018
- Land Compensation Act 1973
- Planning & Compensation Act 1991
- Home Loss Payments (Prescribed Amounts) (England) Regulations 2008
- Data protection act 2018
- Human rights act 1998
- Equality act 2010
- Social Housing Regulation act 2023

# Tenancy Management



## Aims and objectives

The policy outlines our approach, expectations and policy obligations in key areas relating to tenancy management. It ensures our customers are informed and understand what to expect from us.

Colleagues delivering our housing management functions require the business to clearly specify the parameters in which they can apply discretion when making decisions. This policy informs both colleagues and customers of our approach and policy framework across these key areas.

We aim to set out our high-level commitment to ensuring the peace of mind that comes with security of tenure and create sustainable tenancies in line with our corporate objectives.

Objectives of this policy are:

- To inform customers of their key responsibilities as a Great Places customer.
- To be transparent with our customers regarding how we may respond when things go wrong and what options might be available to us as a landlord.
- To offer new customers occupancy terms which promote security of tenure.
- To respond positively to our customers' changing needs providing consistent advice on issues such as succession, assignment, mutual exchange and moving home.
- To maximise tenancy sustainability and identify how we can help through our own service provisions.
- To offer housing options advice to encourage customers to occupy a home which meets their household needs. Signposting towards other housing options at the appropriate times.
- To ensure we prevent and proactively challenge suspected tenancy fraud.
- To ensure a tenancy comes to an end in a positive way for both our customer and Great Places.
- To protect our property assets through effective management of our stock.

# Tenancy Management



## **What is involved?**

Great Places Service Delivery Framework and our patch-based service model promotes a positive two-way relationship with our customers. Responding to customer queries proactively, guided by tenancy obligations, housing law and our operating policies.

## **Nuisance (non ASB related)**

There are instances when we may decide that issues reported to us by customers as antisocial behaviour, such as noise, are not appropriate to be progressed through our Antisocial behaviour process and framework. This is particularly relevant with noise issues, where the nuisance is not associated with an individual's behaviour. In these circumstances alternative interventions may be more appropriate to resolve the issue and prevent further impact between parties.

Where we feel we can investigate and resolve nuisance issues through positive interventions such as target hardening, or employing alternative methods to resolve complaints, we will work with our customers to explore solutions. These may include investing in measures to prevent the travel of sound, considering floor coverings, over boarding ceilings or walls, or other proactive solutions. Any provision will need to be individually assessed to ensure it is appropriate for the property and circumstances as well as cost effective.

Sometimes issues can arise when life style's clash, when an individual's behaviour is not considered problematic and considered reasonable but disputes continue between parties. This does not mean that it isn't causing a nuisance to someone else, but it does make it harder to find a solution. We will work with the parties involved to try and find a compromise and we will promote independent mediation services where it is appropriate to do so.

Where alternative methods have failed, we may consider a move as a last resort, or we may consider the dispute to have escalated to antisocial behaviour.

## **Tenancy breaches**

Your tenancy agreement is an important document as it's the contract of terms between you, our customer and us as your landlord. We understand that sometimes our customers breach their tenancy terms without meaning to, or for some other reason without realising. Where we become aware of a potential breach of tenancy, we will investigate the circumstances and where possible work with customers to remedy the breach. However, this isn't always possible and when a breach is considered severe or has a significant impact on others, we may need to consider enforcement action. That's why it's important for our customers to understand the terms of their tenancy agreement and abide by those terms. Where you feel

# Tenancy Management



a breach may have occurred, talk to us about it and we will work with you to consider options. In most cases we will be able to find a remedy that prevents action being taken against you.

## **Keeping pets (including dangerous dogs)**

Great Places recognise that pet ownership can be a rewarding experience bringing comfort and companionship to many of our customers. We understand that pets can become a big part of your family and household, being a positive influence your life and mental health. Therefore, where it is reasonable and appropriate we will generally accept animal ownership requests from our customers, but there are occasions when we may place restrictions on ownership.

You must request permission for keeping a pet in your home.

### When might we decline permission?

In order to prioritise the welfare of both pets and the local community, we may refuse permission for pets to be kept in certain types of buildings and homes. Permission will be granted on a case-by-case basis, and will generally be applied as follows:

- When there is reasonable access to outdoor space
- Where noise between properties is not likely or expected to be an issue
- Where there are no restrictions in place from a higher tenure agreement
- Where the animal in question is not banned
- Where there are no concerns regarding the mis-treatment of animals

Working or support animals that are properly accredited will not be considered pets. These types of ownership will fall under specific discretion around making reasonable adjustments to any policy or tenancy agreement in place.

Generally, pets are not allowed in our Independence & Wellbeing properties.

### When there are issues with pet ownership

Responsible pet ownership is crucial for the welfare of animals and the community in which they will be living. We will take a strong stance on animal welfare issues and enforcement.

Where Great Places suspect or is made aware of mistreatment we will work with statutory agencies to prevent animal welfare issues. This may include taking legal action against our customers who are pet owners to resolve the issue. We may request the removal of the pet

# Tenancy Management



to ensure its safety and welfare, or to prevent further impact on neighbours or the community. In more serious cases we may seek possession of a customer's home.

## Puppy farms

We do not permit puppy farm businesses in our homes. Where we have sufficient evidence, we will take enforcement action to prevent this activity in homes we manage.

## Dangerous dogs

The Dangerous Dogs Act 1991, lists dogs that are banned and details restrictions placed on ownership of specific breeds. Where we are made aware of any dog listed in this legislation living or being kept in any of our homes, we will work with statutory agencies to ensure compliance and support partner action being taken for non-compliance. Where we need to, we may also take legal action against our customers who do not comply with the legislation. Action may include seeking possession of a customer's home following a significant incident that involves either the community or our colleagues being placed at risk of harm.

## Damage to property as a result of pets

Where pet ownership has caused damage to property including communal spaces, we reserve the right to recoup the cost of rectification from the pet owner. Where any re-charge is sought, non-payment may result in legal action including the option to pursue the debt through the smalls claims court.

## **Wilful damage to property**

In line with our repairs policy, our customers have a statutory responsibility to report repairs to us as soon as possible. However, it is important that customers are aware that where damage has been caused by a customer, their household or their visitor's Great Places reserve the right to re-charge the cost of repair to the customer. This includes damage to the home, communal areas and items in the local community where we own the damage item, or hold responsibility for repairing the same.

We will advise you in advance whether a repair is rechargeable and we will discuss payment options with you. Where any re-charge is sought, non-payment may result in legal action including the option to pursue the debt through the smalls claims court.

Persistent or significant wilful damage may also amount to a breach of tenancy or contract, in which case we may consider possession proceedings against you.



## **Making alterations to your home**

Customers are not permitted to undertake any structural changes to their home. Where customers want to consider changes, they must contact us in advance to discuss their needs. It may be that we can find an alternative solution.

Great Places will take a strong stance on any structural changes that we identify, which includes any and all electrical work, plumbing, kitchen units and bathroom facilities. We will pursue our costs against you for returning the property to its original configuration and will take enforcement action for non-compliance. This may result in you losing your home.

This also applies to customers erecting structures, lean-to, extensions or any other structural change without advance written permission from Great Places.

## **Customer CCTV (including video doorbells)**

We understand that our customers may want to fit CCTV to their homes for security reasons. Your tenancy agreement may already place restrictions on the use of CCTV, so it is always helpful if you check your agreement beforehand.

You will need to seek permission from us to fit CCTV to your home under the following circumstances:

- Where any fitment requires electrical work, such as wiring to a mains switch
- Where holes need drilling to run wiring from the inside to the outside of your home
- Where the fitment interferes with the fabric of the building, including fixing to a soffit or facade

### Video doorbells

Great Places will generally accept customers fitting a video doorbell to the property, providing it doesn't contravene another person's right to privacy. This may be difficult in shared communal areas where fitting a video doorbell will record other customers within what is effectively an extension of their tenured premises.

### General terms

It is your responsibility to ensure that both CCTV and video doorbells are compliant with data protection guidance and the fitment or use of these systems do not cause a nuisance to others.

# Tenancy Management



Please note that CCTV and video doorbells are not permitted in our Independence & Wellbeing properties.

## Misuse of CCTV systems

Where we identify mis-use of any system that we deem is causing a nuisance, we will investigate the claims. If we can substantiate that the use of CCTV or video doorbells is causing a nuisance or being improperly used, we may require you to make adjustments or remove the device within a given timescale. Where customer do not comply with our requests, we may take legal action to enforce removal or in some circumstances we may seek possession of your home for breach of tenancy. We will assess cases based on the impact whilst waying up the reason for non-compliance and the degree to which it is causing a nuisance.

Customers can seek advice on compliance for domestic CCTV from the Information Commissioners Office website (ICO).

## **Subletting your home and taking in lodgers**

We accept that customers from time to time may want to take in lodgers. You must have prior consent from Great Places to do so. Permission won't be unduly withheld providing the accommodation is considered suitable and there are no concerns around antisocial behaviour. Customers should be aware that they remain responsible for anyone residing in or visiting their property, this includes lodgers.

Lodgers will not have any claim on the property or gain any rights relating to the tenancy unless conferred by statute.

Customer must not sublet their property in any circumstances. This means allowing someone else to occupy your home for a fee, whilst you reside elsewhere. Doing so will result in you losing your security of tenure and allow Great Places to take enforcement action against you. We take subletting seriously, therefore where we identify a property has been sublet, we will pursue possession of the property, as a responsible social landlord in a time where social housing is at a premium. This includes the use of air b&b and other accommodation sites.

## **Use of premises (running a business from home)**

Our customers are increasingly looking for ways to balance employment and business opportunities with their home life. We understand for a number of reasons customers may want to use their home for business. In these circumstances you must seek advance permission from Great Places before any business activity commences. Please be mindful to talk to us as early as possible, as there are a number of steps we may need to fulfil before we



# Tenancy Management



can grant permission. We will take into consideration the type of business and any potential impact on the local community. You must receive permission from us in writing.

You should also be aware that when assessing whether to grant permission, we may place caveats and/or restrictions on any permission. This may include you providing evidence of suitable insurance cover for the business activity, such as liability insurance. Where your business requires insurance, permission, registration or a licence from a third party or a regulator, we will require evidence of the same, this includes all food safety regulation and environmental health assessments. On the grant of permission, it your responsibility to keep all third-party requirements up to date and lawful, whilst updating Great Places in a timely manner.

Where you allow third party permissions or registrations to lapse or where they are revoked for any reason, your consent from Great Places to use your home for business will automatically be suspended. You must inform us immediately.

In most circumstances you will not be permitted to erect signage to your home to advertise your business.

Generally, 'working from home' as part of your substantive employment in an administrative capacity is acceptable.

## Where we identify issues

If we receive complaints regarding the use of your home as a business, we will investigate the complaint with you and try to resolve any issues, this may include updating our grant of permission with additional restrictions. If we continue to receive complaints or you are unable to satisfy our requirements, we reserve the right to remove the permission to use your home for business activity. Where you continue to use your home for business after permission has been removed, we may seek enforcement action against you.

The primary use of your home must always be as residential premises, where any business activity tips the scales, we may seek to place additional restrictions to your business activities at home or remove your permission all together.

## **Property condition (including outdoor space and gardens)**

Keeping your home in good condition is a key responsibility of our customers. Where this standard falls short we will work with you to agree how you can improve the condition. Customers must work with us to address issues identified and allow us to monitor progress by allowing reasonable access. Where customers fail to engage with us, allow access or make

# Tenancy Management



improvements, we may seek legal action to impose requirements or seek possession of your home.

Where the condition of your property declines due to safeguarding issues, or domestic abuse, we will refer to the relevant Great Places policy for commitments made around these circumstances.

## **Pest control**

Great Places will treat Pests that could lead to a statutory nuisance and where the local authority is unable to assist, generally this relates to rats, mice and cockroaches. There may be other Pests that we can assist with or advise on, contact us for a discussion about any pest infestations.

Customers have a responsibility to report any pest issue to us unless they are able to deal with the issue themselves. You have a responsibility to prevent pests in your home wherever possible and we will work with customers to advise on conditions that may need to improve to avoid infestations. If a customer's own actions or failure to take proper care leads to an infestation, we may consider re-charging customers with the full or part cost of the work to remedy the situation.

Pests in communal areas will be our responsibility as your landlord. Where customers are identified to be contributing to an infestation in a communal space, we will work with you to address the issue, where this fails, we may seek a legal remedy against you.

## **Gaining access**

Great Places take the association between health, wellbeing, safety and property condition seriously and expect our customers irrespective of tenure, to place equal regard to resolving such issues that pose a risk to health.

It is therefore imperative that customers allow Great Places access to premises in order to rectify defects, undertake works and attend to property condition matters including inspections.

Where a customer prevents Great Places or their agents from gaining access to premises whether by avoidance, obstruction or unreasonableness, Great Places as a responsible landlord will take enforcement action to resolve the issue.

Enforcement action may involve reliance on tenancy terms, statutory obligations or a breach of trust or contract. Where Great Places relies on court action to gain entry for works, the



costs associated with such applications may be passed on to customers by means of a costs order or re-charge.

In respect of works that require customers to temporarily decant from premises in order for works to be completed, Great Places will support customers to consider a range of options available to them. Where no suitable agreement is reached within a reasonable timeframe, relative to the risk posed to all parties, the enforcement route outlined in this section will apply.

## **Occupying your home (abandoning your home)**

It is a statutory and contractual requirement that you occupy your home in order to retain your security of tenure. It is your responsibility to inform us if you are to be away from your home for longer than 30 consecutive days.

Where we identify that you have left your home, sometimes referred to as ‘abandonment’, we will seek to contact you by any means we have at our disposal. Where we are unable to contact you to confirm your intentions, we will assume you have no intention to return and as a responsible social landlord in a time when social housing is at a premium, we will seek to recover possession of your home so we can relet the property to other customers in need of housing.

Any personal belongings you have not taken with you will be disposed of in accordance the relevant ‘torts’ process.

You need to be aware that you may be deemed to be intentionally homeless if you abandon your tenancy. It’s always better to talk to us about leaving your home so we can help.

## **Trespassers**

Anyone other than the customer named on the tenancy, living in your home after you have left the property, will be considered a trespasser. In exceptional circumstances we may apply a degree of discretion to grant a new tenancy where we consider this to be relevant to achieving a legal obligation placed on us.

## **Decants**

We will aim to minimise disturbance caused to you by having to decant (move) from your home. Where we can, we will always aim to carry out works around customers while you remain in your home. In these circumstances you will not be entitled to any discretionary payments towards disturbance. When staying in your home whilst we undertake works is not

# Tenancy Management



possible or poses risks that we cannot mitigate, we will aim to keep the period you are away from home as short as possible.

We will always aim to find a suitable property for your needs and make any reasonable adaptations to accommodate you. Our initial response will be to try and find an alternative property within our own stock.

## On a temporary basis

There are a number of reasons why we may need to decant (move) our customers from their home on a temporary basis, this may be as a result of investment work, significant repairs, health & safety concerns or redevelopment due to property condition.

Whilst decants can be disruptive and impact on customers we aim to ensure that we explore all options with customers and consult on the reasons why a decant is required and explain the steps involved.

We will keep customer informed throughout the process and advise if any compensation is payable for disturbance, or how we may be able to ease the burden of having to move.

Sometimes our customers find it easier to stay with relatives or friends, in these circumstances you may still be entitled to receive a compensation payment.

Where there are no viable options for a suitable decant and you are unable to stay with family or friends, we may need to make hotel or B&B arrangements for you.

Tenure status - whilst you are occupying one of our properties as a temporary decant, your substantive tenancy will remain live, and you will only have a licence to occupy the decant property. Your tenancy rights will not be affected.

## On a permanent basis

Where you are required to decant (move) from your home on a permanent basis, you may have a statutory entitlement to what is called a 'home loss payment'. There are specific criteria set down in law for home loss payments, where you are entitled, we will explain what value is payable to you and when you will receive this. We may also be able to assist with accessing supporting from charities and other sources to help with your move.

# Tenancy Management



## Emergency decants

There may be times when the urgency of you moving is beyond our control, perhaps due to safety reasons. In these circumstances it may be more difficult for us to find accommodation that is suitable for your needs, and we may need to consider temporary solutions. This may include supporting you with an application to the local authority for them to find you urgent accommodation whilst we find a suitable solution.

## **Security of Tenure**

We cherish the principle of security of tenure, and see strong social, financial and administrative reasons to offer this to our new general needs customers.

Great Places will offer starter tenancies to customers in general needs homes whose previous tenancy was also a starter, introductory, or shorthold tenancy, they were a licensee, or they were previously living in the private sector. On successful and satisfactory conclusion of the starter period the customer will be allowed to continue on to an Assured [non shorthold] Tenancy.

Customers with protected security of tenure, such as those moving into a Great Places home who have continually held a Secure or Assured [non shorthold] tenancy immediately prior to their Great Places tenancy, with a Council or Registered Provider that commenced prior to April 2011, will be offered an Assured [non shorthold] Tenancy.

We will however use different occupancy agreements for supported and new tenure properties, which reflect both the unique nature and purpose of this stock, its management and specific customer needs.

The type of agreements we will use across our stock are detailed in **Appendix 1**.

Great Places will ensure that the principle of choice is at the heart of our offer to new tenants. We will work closely with our local authority partners to develop fairness and transparency in the application and allocation processes for both our social and affordable tenancies, so that applicants are clearly aware of the differences, pricing and the wider tenure options provided through Great Places and our local authority partners. All offers of accommodation will make it clear the tenancy type and rent status that the property is being offered on. Customers will have recourse to our Customer Feedback procedures should they wish to complain about the type of tenancy, rent type and charge they have been offered.

Great Places does recognise however that there may be occasions where the use of a fixed term tenancy is appropriate, for example to support efforts to maximise best use of specially

# Tenancy Management



adapted stock, deal with local housing management circumstances, or for asset management reasons pending a future disposal. We also recognise that our Local Authority partners may request that we use a fixed term tenancy to support their own local objectives. Whilst we do not envisage using this flexibility often, we will retain the option to offer a fixed term tenancy where we consider it is appropriate and reasonable to do so, though this is not our policy norm.

## Succession

Succession is a statutory right for a tenancy to be transferred to somebody else when the tenant dies. This is restricted by the tenancy type held and the relationship with the tenant. Where no prior succession has occurred, the legal rights based on different tenancy types are outlined in **Appendix 2**.

We do not offer any additional discretionary rights beyond those contained in the tenancy agreement. However, where a succession cannot be granted because there has already been a succession, we may use our discretion and offer a new tenancy to someone who was living with the tenant. This will be dependent on a number of factors, including local demand, property type and whether a grant of a new tenancy to the remaining occupier will result in under occupation of the property.

We also recognise there may be cases in which a vulnerable household member and/or partner is left in the property and to which there is no further right of succession. We will work sensitively with remaining household members in order to find a solution, which could include a transfer to more suitable accommodation, liaising with support agencies in cases of vulnerability and providing homelessness advice and assistance.

## Assignments

Assignment is a common-law right to transfer the tenancy to somebody else while the tenant is still alive. However, this can be restricted by the tenure type and clauses within your tenancy agreement. The rights based on each tenancy type are outlined at **Appendix 3**.

Some tenancy agreements state that you must obtain prior consent from Great Places. Other agreements may require Great Places to apply discretion, setting out specific criterion for any approval to be considered, for example:

- The tenancy agreement must allow for an assignment.
- The applicant has a Court Order to approve the assignment or is otherwise legally entitled to request assignment, or the applicant is a family member (or household member in the



case of discretionary assignment) who has been living in the home for a minimum of 12 months.

- The applicant is legally allowed to have their own tenancy and is not subject to any legal action which would prohibit the assignment or immigration control.
- There are no other legitimate housing management reasons for refusing the assignment.

## **Mutual Exchange**

Our approach is to promote mutual exchange initiatives within and beyond our own stock through the use of local and national mobility schemes. Our consent and approach to Mutual Exchanges will be in line with the specific rights and legislation relating to the tenancy types of those involved in the exchange and protects the security of tenure of our customers. This is explained in more detail at **Appendix 4**.

We recognise that customers may wish to move home for a number of competing and inter-related factors, such as employment opportunities, to provide care and support to family members, affordability concerns or to address issues of under-occupancy or overcrowding.

Alongside highlighting mutual exchange opportunities, our approach to supporting customers achieve their desired moves includes offering housing options advice on local registers, promoting local downsizing initiatives, and signposting customers to affordable home ownership options through Plumlife. Where individual differences and circumstances present barriers for customers who want to access mutual exchange options, we will tailor our support to our customer's needs.

## **Sustainable Tenancies**

Our Service Delivery Frameworks establish a two-way relationship with our customers which promotes independence and the responsibilities which come with being a Great Places customer. We also offer additional support for when customers need assistance, focussed on maximising tenancy sustainability.

The majority of our customers are in lower income ranges when compared against local, regional and national profiles. In this respect:

- Our approach to rent setting for the annual rent increase, for new properties and for conversions takes into account affordability considerations.



# Tenancy Management



- Our Income management policy and approach supports tenants to maintain their tenancy and avoid unnecessary evictions.
- In allocating new homes, we work with local authorities to ensure the right offer and support is being made. When allocations relate to a new development, we work towards achieving a broad and sustainable mix of households.
- We employ a range of roles to support customers to sustain their tenancies and improve their personal circumstances through volunteering, training and employment opportunities, our internal Tenancy Coaches, Support Workers and Employability Coaches.
- We use data such as customer profiling information to undertake specific campaigns, for example to review utility costs and billing arrangements, to reduce household bills.
- We adopt measures which enable us to identify those tenancies at risk of failure due to factors such as household composition, change in circumstance, length of tenancy etc.
- We have a specialist 'Inclusive Services' team focussed on equality, diversity and inclusivity, helping us tailor our approach to supporting our diverse customer base.

## Household Need

Social housing is an increasingly scarce and valuable asset that provides stability to people in housing need. There is a considerable evidence base which highlights that in different areas different property types may be under or over occupied and this scarce national resource is not being used to its full potential. Whilst Great Places cherishes the peace of mind which comes from our customers enjoying security of tenure, we will also ensure existing tenants are made aware of their housing options as their circumstances change – be this through changes in household composition, or economic circumstance and promote mobility for tenants to move within and between tenures.

## Tenancy Fraud

Great Places acknowledges it has a duty to make the best use of its homes and ensure properties continue to be occupied by those who are authorised to do so. Customers who benefit from social housing also have an obligation to act within the terms of their tenancy agreements and are subject to severe penalties should they commit tenancy fraud.



# Tenancy Management



A raised awareness of tenancy fraud amongst colleagues and customers is important in the overall strategy to prevent and tackle tenancy fraud. In pro-actively tackling tenancy fraud we will:

- Carry out a series of identification and verification checks to ensure that the prospective tenant and their applicant circumstances are correct, and that they are entitled to the property.
- Carry out verification checks whenever a contact is made into Great Places by our customers.
- Commit as a minimum to undertake an initial investigation into any report of tenancy fraud. Where there is sufficient evidence Great Places will consider legal remedies in order to gain possession of the property. Where possible customers will be encouraged to voluntarily surrender tenancies.
- Work with Local Authorities partners to jointly tackle tenancy fraud and share information. We will also partner with them on any joint initiatives with other landlords working across our footprint.
- Use available internal and external data to inform a proactive approach to managing tenancy fraud in our properties.

## **Moving On (ending your tenancy)**

Great Places recognises that not all of our customers will want to stay in their home forever. Our aim is that each tenancy is ended on the best possible terms, even where during the course of the tenancy, action has been taken against you or there is debt outstanding on the account.

Ending your tenancy with us requires customers to provide a full notice period as per the terms of your tenancy agreement, usually 28 days. However, on occasions where there is agreement in advance, we may apply discretion to accept a shorter term, known as a surrender of tenancy. In these circumstances there will be specific requirements for you, such as handing the keys in to the association or signing legal documentation.

Customers are advised of the importance of ending their tenancy on a clear note such as arranging payments to achieve a zero-rent balance, and the consequences of not doing so in terms of future housing options and debt recovery.

# Tenancy Management



## Monitoring and reporting

We will collect and review performance data we collect to report on the effectiveness of our service, including the Tenant Satisfaction Measures. Our performance will be reported to customers on a regular basis and through service updates and performance reports to our Directors team, Executive and Great Places Board.

## Links to related policies, strategies, and procedures

- Antisocial behaviour policy
- Safeguarding policy
- Hoarding policy
- Domestic abuse policy
- Allocations policy
- Rent & service charge setting policy
- Community Investment Strategy
- Neighbourhood and Scheme Management policy
- Customer experience strategy

<b>Policy approval date:</b>	9 <sup>th</sup> May 2024
<b>Equality impact assessment date:</b>	1 <sup>st</sup> May 2024
<b>Reducing carbon impact assessment date:</b>	N/A
<b>Safeguarding/Modern Slavery impact:</b>	N/A
<b>Policy review date:</b>	9 <sup>th</sup> May 2025
<b>Lead team:</b>	Housing & Enforcement
<b>Level of authorisation required:</b>	Directors
<b>Please record all authorisation meetings, with dates and details</b>	Directors meeting on 9 <sup>th</sup> May 2024

# Tenancy Management



## APPENDIX 1 – Great Places tenure/ tenancy agreements

Tenure/tenancy Type	Will be offered to
Starter tenancy (Assured Shorthold Tenancy) 12 months. This will be converted into a full Assured Tenancy if the Starter Tenancy is conducted satisfactorily	<ul style="list-style-type: none"> <li>Customers who have not held an Assured or Secure Tenancy with another Registered Provider immediately before moving into the vacant property.</li> </ul>
Assured [non shorthold] Tenancy	<ul style="list-style-type: none"> <li>Customers with an existing Assured tenancy (either Great Places or with another Registered Provider) who transfer/move in to a vacant property</li> </ul>
Secure Tenancy	<ul style="list-style-type: none"> <li>Customers that have been a continuous tenant of Great Places since before 15th January 1989.</li> </ul>
Assured tenancy with preserved rights	<ul style="list-style-type: none"> <li>Customers that were previous tenants of a local authority whose home transferred to Great Places via stock transfer were asked to sign an assured tenancy agreement with preserved rights as housing associations cannot issue a new secure tenancy. This allows customers to retain the Right to Buy and some additional tenancy rights.</li> </ul>
Licence agreement	<ul style="list-style-type: none"> <li>Customers in rooms/flats in short-term supported accommodation</li> <li>Customers renting garages or car parking spaces</li> <li>Customers being decanted during major works to their homes</li> </ul>
Assured Shorthold Tenancy (AST) 6 months fixed term to maximum 5 years. In some cases becoming periodic AST after the fixed term has expired.	<ul style="list-style-type: none"> <li>Customers living in intermediate/market rented/RTHB properties</li> <li>Customers living in supported housing resettlement/move-on schemes</li> <li>Customers whose properties have been purchased via the Mortgage Rescue Scheme</li> <li>Customers living in keyworker properties</li> </ul>

# Tenancy Management



## APPENDIX 2 – succession rights by Tenancy Agreement

Tenancy Type	Succession
Assured (non-shorthold)	<p>Statutory Succession - a spouse or civil partner (or person cohabiting with the tenant as spouse or civil partner). Where the tenancy was granted on or after 1 April 2012, if there is a person who would clearly qualify for succession under the terms of the tenancy then succession takes place automatically without Great Places' consent or approval.</p> <p>Discretion - Great Places may award a new tenancy to other members of the household who:</p> <ul style="list-style-type: none"> <li>• lived with the tenant for 12 months prior to their death, or</li> <li>• were looking after the tenant or accept responsibility for the tenant's dependents and would be made homeless if required to vacate the home.</li> </ul> <p>Discretionary succession will be subject to the suitability of the property and the successor's eligibility to be a tenant.</p>
Assured Shorthold	<p>Assured Shorthold tenants have the same rights (to statutory and discretionary succession as Assured (non-shorthold) tenants. The successor would succeed to the existing Assured Shorthold agreement and the conversion date to non-shorthold would remain the same.</p>

# Tenancy Management



Secure, pre April 2012	<p>Statutory Succession - qualifying persons are defined as:</p> <ul style="list-style-type: none"><li>• the spouse or civil partner who was occupying the property as a their only or principal home at the time of the tenant’s death, or ;</li><li>• (if there was no spouse or civil partner who was occupying the property as a their only or principal home at the time of the tenant’s death) then a member of the tenants family who lived with the tenant for 12 months before the tenant’s death and who was occupying the property as a their only or principal</li></ul>
------------------------	--

# Tenancy Management



	<p>home at the time of the tenant's death. A member of the tenant's family is defined as: Parent, Grandparent, Child, Grandchild, Brother, Sister, Uncle, Aunt, Nephew, Niece (N.B. half-brothers and half-sisters are counted; step-children/parents are counted; adopted relations are counted but foster relations are not). Discretionary succession is not available for secure tenancies dating pre April 2012.</p>
Secure, post April 2012, including Oldham PFI	<p>Statutory Succession - the spouse or civil partner (or person cohabiting with the tenant as spouse or civil partner) of the deceased tenant who is living in the property as their only or principal home at the time of the tenant's death.</p> <p>Discretion - Great Places may award a new tenancy to other members of the household who:</p> <ul style="list-style-type: none"> <li>• lived with the tenant for 12 months prior to their death, or</li> <li>• were looking after the tenant or accept responsibility for the tenant's dependents and would be made homeless if required to vacate the home.</li> </ul> <p>Discretionary succession will be subject to the suitability of the property and the successor's eligibility to be a tenant.</p>
Introductory Tenancy e.g. managed by Great Places on behalf of a Local Authority inc. Oldham PFI Introductory Tenancies	<p>If an introductory tenant dies the tenancy may be passed on to a qualifying successor. The criteria for Secure tenancies post 1st April 2012 applies.</p>



## APPENDIX 3 – Assignment rights by tenancy type

Tenancy Type	Assignment
Assured (non-shorthold)	At the discretion of Great Places and may apply in the following circumstances: <ul style="list-style-type: none"> <li>• By result of a court order e.g. following relationship breakdown</li> <li>• Through mutual exchange</li> <li>• Other exceptional circumstances</li> </ul>
Assured Shorthold	Great Places will usually not exercise its discretion to assign Starter (Assured shorthold) tenancies except to comply with a court order.
Secure, (pre and post April 2012, including Oldham PFI)	Can only be assigned under the following circumstances: <ul style="list-style-type: none"> <li>• By result of a court order e.g. following relationship breakdown</li> <li>• Through mutual exchange</li> <li>• To a person who would have qualified for succession if the tenant had died</li> </ul>
Introductory Tenancy e.g. managed by Great Places on behalf of a Local Authority inc. Oldham PFI Introductory Tenancies	Can only be assigned under the following circumstances: <ul style="list-style-type: none"> <li>• By result of a court order e.g. following relationship breakdown</li> <li>• To a person who would have qualified for succession if the tenant had died</li> </ul>

### Assignment – Sole to Joint

If the tenancy agreement allows assignment into joint names and there is no legitimate housing management reason for refusal, a deed to assign the tenancy from a sole tenant to joint names should be completed. If assignment is not possible then Great Places may exercise discretion and agree to grant a new tenancy agreement in both names.

### Assignment – Joint to Sole

If a customer requests that a joint tenant is removed from a joint tenancy; including assignment from joint to sole, the tenancy agreement should be checked to see if it is capable of being assigned into a sole name without a court order. If the tenancy agreement permits assignment in this way a deed of assignment should be completed. If an application is being made by a tenant because one of the joint tenants are missing from the home due to a divorce or separation, the tenant should normally apply to the County Court for an order, allowing the tenancy to be assigned or transferred to them in their

# Tenancy Management



sole name. Only an order for the transfer of a tenancy under the Family Law Act 1996 will result in an automatic transfer to sole names. If there are arrears outstanding these cannot be passed on unless made an explicit condition of the court order.

If assignment is not possible then Great Places may exercise discretion and agree to grant a new tenancy agreement in the sole name of the remaining tenant.

In some cases it will not be possible to authorise the removal of a tenant from the joint tenancy.





## APPENDIX 4 – Mutual Exchange Guidance and Consent

Participating Tenancy Types	Decision & Approach
Secure Tenants:	Secure tenants have the right to exchange their tenancy with another individual by way of mutual assignment.
Assured (non-shorthold) Tenants	Great Places has included an express right in the relevant tenancy agreement which permits mutual exchange for Assured (non- shorthold) tenants.
Assured Shorthold Tenants	Great Places does not permit mutual exchange for Assured Shorthold Tenants.
Secure and Assured Tenants (pre-2012):	Secure tenants and Assured Tenants whose tenancies were issued before 1st April 2012 have the right to be issued with an equivalent secure or assured tenancy if they exchange. Provision is made in the policy below to ensure this right is protected when exchanging with other types of tenant.
Secure Tenants (pre-2012) exchanging with a Flexible or Fixed-term Tenant	Where one of the tenants wishing to exchange has a Secure tenancy, which began before 1st April 2012, and the other has a flexible tenancy or a fixed-term Assured Shorthold tenancy the exchange must be through the surrender and granting of new tenancies rather than traditional mutual exchange. The original security of tenure held by the Secure tenant is therefore protected. The Grounds for refusal of this type of mutual exchange are set out in Schedule 14 of the Localism Act 2011. If consent is withheld the applicant will be informed within the statutory timescale of 42 days. In cases where there are tenancy breaches such as rent arrears Great Places can give conditional consent requiring the tenant to pay the outstanding rent or remedy the breach under the Housing Act 1985 s92 (5).

# Tenancy Management



<p>Secure Tenants (pre or post 2012) exchanging with an Assured or Secure Tenant</p>	<p>An application for mutual exchange from a Secure tenant (pre or post April 2012) can only be refused on the grounds as stated in Schedule 3 of the Housing Act 1985 if the tenant is exchanging with another secure or assured tenant. If consent is withheld the applicant will be informed within the statutory timescale of 42 days. In cases where there are tenancy breaches such as rent arrears we can give conditional consent requiring the tenant to pay the outstanding rent or remedy the breach under the Housing Act 1985 s92 (5).</p>
<p>Assured Tenants (pre-2012) exchanging with a Flexible or Fixed-term Tenant</p>	<p>Where one of the tenants wishing to exchange has an Assured (non-shorthold) tenancy, which began before 1st April 2012, and the other has a flexible tenancy or a fixed-term Assured Shorthold tenancy the exchange must be through the surrender and granting of new tenancies rather than traditional mutual exchange. The original security of tenure held by the Assured tenant is therefore protected. The Grounds for refusal of this type of mutual exchange are set out in Schedule 14 of the Localism Act 2011. If consent is withheld the applicant will be informed within 42 days</p>
<p>Assured Tenants (pre and post 2012) exchanging with an Assured or Secure Tenant</p>	<p>If the Tenancy Agreement permits assignment with consent from the landlord Great Places will not unreasonably withhold consent for mutual exchange unless there are legitimate housing management reasons. If consent is withheld the applicant will be informed within the statutory timescale of 42 days. We may refuse consent or attach conditions for reasons such as;</p> <ul style="list-style-type: none"> <li>• Rent arrears</li> <li>• Applicants (or their family or visitors to the property) are subject to or being investigated for ASB or legal action as a result of breaching the conditions of the tenancy or other grounds.</li> </ul>

# Tenancy Management



	<ul style="list-style-type: none"><li>• The property owned by Great Places and subject to the exchange is not deemed to be suitable for the needs of the incoming tenant and their family</li><li>• The property condition is not deemed adequate or there are rechargeable repairs outstanding</li></ul>
--	---