



Tenancy Management Policy 2024

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Document Location & Revision History

This document is held by Tamworth Borough Council, and the document owner is Tina Mustafa, Assistant Director of Neighbourhoods and Mrs Lee Birch, Head of Housing Management & Neighbourhood Resilience. An electronic copy will be available on Tamworth Borough Council’s website once approved by Cabinet.

Revision Date	Version Control	Summary of changes
April 2013	Original version V1	Tenancy Management Policy came into effect from Monday 2 nd April 2013.
October 2024	V2	<p>This version of the policy has been revised to make it easier to read and clearer to understand, particularly the section relating to succession which has been broken down into easy-to-read sections in response to tenant consultative group feedback and to ensure it meets the new Regulator of Social Housing Standard requirements which came into effect on 1st April 2024. In addition, the policy has been updated as detailed below to reflect the Council’s current management arrangements.</p> <p>Added an entire new section: Section 2 - providing information on tenancy commencement.</p> <p>Added to section: Section 3 – provided information to explain sole and joint tenancies.</p> <p>Added to section: Section 7 – providing information on ‘Survivorship’ in the event when a joint tenant dies.</p> <p>Added to section: Section 7 – providing information on rent debt owed in the event when a tenant dies.</p> <p>Added to section: Section 8 – providing information on right to buy.</p> <p>Minor updates to the following section to ensure they reflect our current tenancy management arrangements across these areas: Section 9 Tenancy Sustainment, Section 10 Tenancy Enforcement & Section 10 Ending Tenancies.</p>

Introduction

We understand the importance of a stable and secure home: it offers the platform that people need to be able to get on with their lives, improve their circumstances and achieve their aspirations.

Our homes are let at rents that are lower than those charged by private landlords and that means that people have fewer worries about their housing costs and can focus instead on the other things that help them succeed – like training and employment, developing independent living skills, family and being part of the community. As they achieve their aspirations they may need or want to move on into other homes, perhaps in other areas. They might also need a different type of home, for example if they have children.

We have duties under the Equality Act 2010 to help those that are most vulnerable, including older people, disabled people and children. Our approach outlined in this policy helps us to fulfil our duties by enabling more vulnerable people to access and sustain a suitable home.

As people get older, they need more support so they can retain their independence and health and enjoy their lives. Our sheltered housing for older people offers this stability and security, and we hope that tenants can stay in these homes for the rest of their lives.

Some of our homes have adaptations to enable disabled people to live independently and with a good quality of life. Adaptations are expensive so we want to ensure that every adapted home is occupied by someone who needs the special features.

For family homes we prefer that they are always occupied by families who need the space they provide. Stability and the right home are particularly important to children so that they can grow up healthily and achieve well. We want to help children to have an uninterrupted education and upbringing in a decent home.

1. POLICY DETAILS

Policy Principles

The need for a Tenancy Management Policy arises out of a range of social housing reforms set out in the Localism Act 2011 and through changes to the regulatory standards that all social landlords are expected to meet.

As set out in the Regulator of Social Housing's `Tenancy Standard`, all social housing landlords are required to publish a clear and accessible Tenancy Management Policy which outlines their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions and tackling tenancy fraud.

This policy will set out in broad terms how different tenancy types will be awarded, reviewed and the circumstances when tenancies may not be renewed and how the Council will ensure that the management of tenancies is consistent, transparent and fair to all tenants.

This policy will also outline how the Council will offer advice and assistance to tenants whose tenancies are not being reissued to access alternative housing options.

Policy Aims

The aim of this Tenancy Management Policy is to set out how the Council will manage tenancies from the point at which a tenancy is granted (tenancy commencement date), through to the point it ends (tenancy termination date) and the stages during its lifespan.

The aims of this policy are to:

- Contribute to the delivery of the principles outlined in the Council's Corporate Plan.
- Clearly outline the types of tenancies the Council grant.
- Provide a high-quality tenancy management service to prospective and current tenants, in accordance with legislation, regulation, the Council's Allocations Policy and best practice.
- Ensure tenants understand their rights and responsibilities.
- Respond to the changing needs of our tenants.
- Make best use of our stock and ensure it meets existing and future tenants' needs.
- Ensure tenants have the right home for as long as they need it.
- Support our tenants to enable them to achieve their housing aspirations and importantly sustain their tenancy.

- Comply with all relevant legal and statutory requirements.

Policy Scope

Tamworth Borough Council is responsible for 4,312 council housing properties (as at 28/10/24), of which 365 are housing for older people living in sheltered housing accommodation, and 22 supported housing accommodation.

This policy will apply to all council housing tenants who hold a tenancy with Tamworth Borough Council and will cover the key areas listed below:

- The types of tenancies we grant and in what circumstances.
- Decisions about reissuing a tenancy for the same or for a different property.
- Offering advice and assistance to those whose tenancy will not be reissued to find another suitable home.
- How prospective and current tenants can appeal against any decisions we make and how we will deal with those appeals, regarding:
 - The tenancy term offered, or
 - Not reissuing a tenancy on their current home
- Tenancy changes including succession, assignment, transfers, mutual exchange and how to end a tenancy.
- Helping our tenants to sustain their tenancy.
- Ensuring that our homes are occupied by their legal tenant.

Legislation and Regulation

The Council is required to comply with and give due regards to statutory and regulatory requirements and codes of guidance in relation to its granting and management of tenancies. This policy has referred from the following documents, whilst this list is not exhaustive:

- Regulatory framework for Social Housing, in particular the Tenancy Standard
- Localism Act 2011
- Housing Act 1985 and 1996
- Equality Act 2010

Related Documents Internal:

- Allocations Policy
- Decant Policy
- Anti-social behaviour policy
- Rent setting policy

Our Commitments

We will:

- Provide a comprehensive, consistent, fair and efficient tenancy management service to all our tenants.
- Ensure that all tenants and prospective tenants know and understand their rights and responsibilities.
- Ensure that terms and conditions of tenancy agreements are complied with – both by us and by our tenants.
- Ensure that all staff fully understand and deliver their responsibilities.
- Comply with all relevant legal and statutory requirements.

To help deliver our commitments we will:

- Provide clear and accessible information in formats our tenants can understand about the tenancies that we will offer on different properties, and the circumstances under which a flexible fixed term tenancy would not be reissued.
- State the tenancy terms and rent level with each property advertised and ensure the new tenants understand this before they sign-up to the tenancy.
- Work to prevent homelessness and increase the availability of homes, including by:
 - ✓ Telling all our tenants about how we can help them to maintain their tenancy successfully
 - ✓ Acting promptly where we identify problems that could threaten someone's tenancy
 - ✓ Helping tenants to find another home if their tenancy isn't suitable for their household
 - ✓ Providing or enabling advice and assistance to help our tenants find a suitable home if their tenancy isn't to be reissued
 - ✓ Ensuring that all our homes are occupied by people who are entitled to do so
 - ✓ Making sure homes are re-tenanted as quickly as possible

Equalities

Tamworth Borough Council is committed to ensuring that the policy is non-discriminatory and that all tenants can access the service, especially taking account of any vulnerability or other specific needs.

This policy complies with the Council's Equality & Diversity Scheme which sets out our commitments to ensuring equality in service delivery.

This policy was subjected to a Community Impact Assessment before being adopted.

2. Tenancy Commencement

Housing Applications

Tamworth Borough Council operates a housing register in which applicants are awarded priority based on reasonable preference and priority need. Please refer to the Council's Allocation Policy for full details, available on the Council's website at www.tamworth.gov.uk.

Tenancy Start Date

All new tenancies commence on a Monday once signed by both the tenant/s and Tamworth Borough Council.

New Tenant Welcome Visits

All new tenants will receive a new tenancy welcome visit within the first 6 weeks of their tenancy commencing. This is a settling in visit to ensure that the tenant has moved in and are adhering to the terms and conditions of their new tenancy agreement. We will also discuss any support requirements the household may have.

Tenants are expected to use the property as their only or principal home and do not break any conditions in their tenancy agreement.

Rents and Service Charges

Rents and service charges are set annually. Incoming tenants are advised of these at offer and sign up of their new tenancy. Existing tenants are given formal notice of any changes to rents or service charges in line with their tenancy agreement.

Tenants are expected to pay their rent in accordance with their tenancy agreement. Tenants are obliged to inform us of any changes in their circumstances.

Household Composition

The details of who lives with the tenant (household composition) are gathered when make a housing application and again at sign up. If anything changes, tenants are asked to notify us.

The household composition must be suitable for the property. We do not knowingly allow our properties to be overcrowded or underoccupied. Should tenants wish someone to live with them, they must first seek permission from us. We may also check the household composition when we visit the property.

Tenancy Information

At sign up, it is important to understand the preferred method of communication. So, the following key information will be gathered to make sure you stay safe and well in your new home.

- Whether you prefer to be called, messaged, emailed or sent a letter
- A safe method of communication if safety of the household is an issue
- Your preferred language
- Whether you are visually impaired and your preferred method of communication
- Whether you require audio aids
- Whether you have a support worker or advocate
- Known medical health or mental health conditions including any disabilities

3. TENANCY TYPES

Issuing a Tenancy

Tenancies will be issued in the name of the applicant(s) on the housing application. If it is a joint application, then the tenancy will be joint and if it is sole, the tenancy will be sole.

Sole Tenancy

A sole tenancy is where only one person is named on the tenancy agreement. They are the only legal tenant even though other people may live in the property with them. A sole tenant is responsible for all aspects of the tenancy including the rent and any other property charges.

Joint Tenancy

A joint tenancy is where two people are named on the tenancy agreement. They are 'jointly liable', meaning both tenants are responsible for all aspects of the tenancy agreement including the rent and any other property charges.

Joint tenancies will only be granted between husband/wife/civil partner/unmarried couple or between siblings.

Tenancy Types

A description of the types of tenancies this Council will grant is set out in the table below.

Tenancy Type	Who this will be offered to (though see mutual exchange chart for tenancy offers when undertaking mutual exchanges)	Rent Type
Use & Occupations Agreement - a temporary agreement	Customers who do not have exclusive occupation of the property	Applicable charge, no change to temporary use and occupation rights

<p>Secure Tenancy – a lifetime tenancy</p>	<ul style="list-style-type: none"> ✓ <u>Existing</u> secure Tamworth Borough Council tenants (with tenancy start dates prior to 1 April 2013) who transfer to another social rent Tamworth Borough Council owned property; ✓ Secure tenant with another local authority and: <ul style="list-style-type: none"> ○ the move is from one council to another, ○ the tenant was a social housing tenant prior to 1 April 2012 and has remained a social tenant ever since ○ the property they are moving to is at a social rather than affordable rent ✓ Assured tenant with a private registered provider and: <ul style="list-style-type: none"> ○ the tenant was a social housing tenant prior to 1 April 2012 and has remained a social tenant ever since ○ the property they are moving to is at a social rather than affordable rent ✓ Tenants moving into properties designated for older people this includes bungalows, high rise flats, sheltered and extra care housing ✓ Tenants moving into one-bedroom general needs properties and one-bedroom affordable rent properties. This does not include one bedroom disabled adapted bungalows. 	<p>Will be let using a Social Rent and existing security of tenure will continue</p>
<p>Non-Secure Tenancy – a temporary tenancy</p>	<ul style="list-style-type: none"> ✓ Tenants moving into Temporary Supported Housing Accommodation 	<p>Will be let using a Social Rent and will be let on most appropriate basis</p>
<p>5 Year Flexible Fixed Term Tenancy - a tenancy that is</p>	<p>New tenants to Tamworth Borough Council that are moving into:</p>	<p>Will be let using a Social Rent</p>

<p>granted for a fixed period of time</p>	<ul style="list-style-type: none"> ✓ 2-bedroom properties excludes properties designated for elderly including sheltered & high rise ✓ 3-bedroom properties ✓ 4-bedroom properties ✓ 5-bedroom properties ✓ 6-bedroom properties ✓ 7-bedroom properties ✓ All disabled adapted properties including 1- & 2-bedroom general needs bungalows let to under 50's. (This does not include designated properties for the elderly; high rise flats, bungalows, sheltered and extra care.) ✓ All affordable rent properties ✓ Other properties not specifically referred to in this table 	
<p>2 Year Flexible Fixed Term Tenancy - a tenancy that is granted for a fixed period of time)</p>	<ul style="list-style-type: none"> ✓ Tenants moving into properties where there is an in principal decision to demolish or regenerate. 	<p>Will be let using Social Rent</p>

4. Flexible Fixed Term Tenancies

Tenancy Length

5 Year Flexible Fixed Term Tenancy - Tamworth Borough Council seeks to offer tenants a period that allows a degree of stability to enable the tenant to invest in their home and community. To achieve this balance Tamworth Borough Council's 5 year Flexible Fixed Term Tenancies on family accommodation and disabled adapted property will usually be for a period of 5 years and will generally be renewed unless, for example, the tenant's or their household's circumstances change and/or needs have changed and alternative accommodation would be more suitable, or if the tenant does not participate in the review process, or the property is earmarked for disposal/redevelopment or refurbishment.

2 Year Flexible Fixed Term Tenancy - will be applied to asset management properties where an in-principal decision has been made to dispose of or otherwise refurbish, requiring eventual vacant possession.

Flexible Fixed Term Tenancy Agreement

Tenants we have identified as requiring a fixed term tenancy will be offered one of two types of flexible fixed term tenancies, either:

- 1) A 5-year Flexible Fixed Term Tenancy. Tenants who will receive these types of tenancy must have become new tenants of Tamworth Borough Council after 1st April 2013. The tenancy is a flexible fixed term tenancy for the 5-year period.
- 2) A 2-year Flexible Fixed Term Tenancy. Tenants who will receive these types of tenancy must have become new tenants of Tamworth Borough Council after 1st April 2013. The tenancy is a flexible fixed term tenancy for the 2-year period.

Prior to the Council granting the Flexible Fixed Term Tenancy the tenant must be served with a notice notifying the tenant that the tenancy will be for a fixed term of either two or five years as appropriate.

Ending of a Flexible Fixed Term Tenancy prior to the expiry date

If the flexible fixed term tenancy is not conducted properly, the Council will serve a notice of seeking possession, if necessary and issue possession proceedings.

The details of this process are set out in the Council's Income Management Policy and Anti-Social Behaviour Policy.

Tenant Ending the Flexible Fixed Term Tenancy

If a tenant on a flexible fixed term tenancy wishes to end their tenancy prior to the fixed term end date, they may do so by giving a formal written offer of surrender providing four weeks' notice.

If it is a joint tenancy, one fixed term tenant can end the tenancy and in this case the tenant who wishes to end the fixed term tenancy must sign the written offer of surrender. If both joint tenants want to end the fixed term tenancy, then both must sign the written offer of surrender.

We will agree that the tenancy can be surrendered providing:

- Access is given to undertake a property inspection during the notice period and the property condition is found not to breach tenancy conditions
- The rent account is clear, or any monies owing are repaid at the date of surrender
- The property keys are returned on expiry of the notice period

Where the tenant does not comply with these conditions, the request to surrender may not be accepted and the tenant will remain responsible for the tenancy and the rent and other charges.

Demoting a flexible fixed term tenancy

If the tenant breaches the terms of their flexible fixed term tenancy, the Council can choose to apply to the courts to demote the tenancy. If the Council demote a fixed term tenancy, then pursuant to s.82A(6) Housing Act 1985 the tenancy becomes a demoted weekly periodic tenancy. At the end of the demotion period, s.143MA Housing Act 1996 governs the situation where a demotion order is obtained against a flexible tenant. Before the end of the demoted tenancy, we must serve a written notice on the tenant stating at the end of the demoted tenancy, the tenancy will be flexible tenancy for a term which must be specified in the notice, that term must be at least 2 years and attach copy of the tenancy agreement. The tenancy will then revert to a flexible fixed term tenancy.

Reviewing Flexible Fixed Term Tenancies

Where tenants are placed on a flexible fixed term tenancy, these must be a formally reviewed.

The Council will commence the review process 12 months prior to the end of the flexible fixed term tenancy term to ensure maximum opportunity to support the households. Circumstances will be reviewed up to the end of the fixed term, as a premature review could result in circumstances changing that would affect the decision whether to re-issue.

A notice will be served 6 months prior, in writing of the Council's intentions regarding whether we will reissue a tenancy on their existing home at the end of the term.

The Council will start the formal tenancy review at least 12 months prior to the tenancy end date by writing to the tenant/s to give notice of the review. The letter will include details of the circumstances under which a tenancy would not be reissued and a copy of our Tenancy Review procedure.

The review will be conducted according to our detailed Tenancy Review procedure and will include a home visit that will seek to establish whether the tenant/s and their household still fulfil the allocation policy criteria we have agreed for occupancy of their home.

The Council will then decide which action to take:

- 1.6.1 to re-issue a new Flexible Fixed Term Tenancy; or
- 1.6.2 to find alternative (and more suitable) accommodation; or
- 1.6.3 not offer any other form of tenancy

The Council will normally re-issue a further Flexible Fixed Term Tenancy unless.

- The property is adapted or has special facilities or service provision and no-one residing at the property requires these
- The property is under-occupied by as defined in the Allocations Policy which is in force at the time of review. Tenants will have to provide proof of household occupation for the past 12 months.
- The tenant/s and or their advocate do not engage in the fixed term tenancy review providing evidence of entitlement.
- The tenant/s does not accept the terms and conditions of the new Fixed Term Tenancy which includes consent from the tenant to use the same rent account.
- If the tenant/s comes into legal ownership of another home and the council property is not their principal dwelling.
- Tamworth Borough Council reasonably requires possession of the home to enable it to effectively manage its property stock, for example it is looking to sell the property, demolish or carry out major works. Usually this will be where it is assessed as uneconomical to repair and or re-let

The term of any new tenancy offered will comply with our policy laid out in table above, which may be different to the term of the previous tenancy.

Where the tenancy review identifies that the tenant/s with their household no longer fulfil the criteria for occupancy of their current home, at least 6 months' notice in writing will be given of our intention not to reissue the tenancy, and additional appropriate assistance will be offered to improve the household's opportunity to move to another property in either our or another social landlord's stock or in the private sector.

Where a tenant/s fail to cooperate with the review, for example by not agreeing or keeping an appointment for a home visit or failing to provide any evidence requested about the composition of their household, the tenancy may not be reissued. We will provide appropriate assistance prior to the tenancy ending to avoid this happening and will seek advice on a case-by-case basis where there is insufficient evidence to confirm it is occupied as per the policy.

Where we do not intend to reissue a tenancy, or we intend to reissue but on a shorter fixed term tenancy, we will include in our decision letter:

- Information on how to appeal against our decision, and the procedure that any appeal will follow
- Information on the advice and assistance we can offer to the household to find another suitable home.

Our processes for reviewing tenancies and for appeals are laid out in our *Tenancy Review Procedure* and *Tenancy Appeals Procedure*, copies of which will be provided to every flexible fixed term tenant as part of their tenancy pack, and at the start of each review.

Exceptions to the criteria for ending a flexible fixed term tenancy

The council will use its discretion to reissue a tenancy in exceptional circumstances and this will be delegated to the Head of Housing Management & Neighbourhood Resilience. Usually this will be where there is third party evidence and/or a value for money argument justifying renewing.

Housing Options and Advice

The Council will identify options for re-housing where a tenant has been advised that their tenancy will not be reissued.

Right to Review

Where Tamworth Borough Council offers to grant a flexible fixed term tenancy the tenant may request a review of the proposed length of the tenancy. The review may only be requested on the basis that the length of term does not accord with the Tenancy Management Policy of Tamworth Borough Council.

Where Tamworth Borough Council uses the Mandatory Possession Procedure for ending the 2- or 5-year flexible fixed term tenancy, all tenants will have the right to review the decision to end their tenancy. The review and appeals process are set out in the Tenancy Appeals procedure, with the tenant having 21 days after the service of the 'minded to' notice to appeal and then the right to a full review through a panel hearing.

Our processes for reviewing tenancies and for appeals are laid out in our *Tenancy Review Procedure* and *Tenancy Appeals Procedure*, copies of which will be provided to every fixed term tenant as part of their tenancy pack, and at the start of each review.

5. Tenancy Agreement & Conditions

Rights & Responsibilities

The tenancy agreement sets out the rights and responsibilities to both tenant and Tamworth Borough Council the landlord. The exact nature of these depends on the tenancy type. Tenants must refer to their tenancy agreement to understand their full rights, responsibilities, terms and conditions.

6. TENANCY CHANGES

Name Change

Tenants who change their name will need to provide sufficient legal evidence of the change before their tenancy agreement can be updated. The Council will accept the following documents as evidence:

- Deed Poll notification
- Marriage certificate or civil partnership
- Divorce documents

Sole to Joint Tenancies

Joint tenancies will only be granted between husband/wife/civil partner/unmarried couples or between siblings, subject to providing sufficient legal evidence of the relationship.

A new tenancy will be granted with both tenants named on the tenancy. This brings the former tenancy to an end and the sole tenant must be made aware of this prior to the termination of the tenancy.

Permission will normally be granted unless:

- There has been a breach of the tenancy agreement especially if this is due to rent (or other charge) arrears or anti-social behaviour, where a Notice of Seeking Possession has been served, where proceedings have been commenced or where a Court has made an order for possession whether this be outright, suspended or postponed.
- The spouse/partner/sibling is under 18 years of age.
- The spouse/partner/sibling has lived in the property for less than 12 months.

The tenant's partner/spouse must be able to provide sufficient evidence of occupancy.

Joint to Sole Tenancies

If we receive a valid Notice to Quit from a secure tenant or accept an offer of surrender from a flexible fixed term tenant this will end a tenancy when the four weeks' notice period expires. In the case of a joint tenancy this will end it for both parties.

Where a joint tenancy is due to be terminated, but the partner of the outgoing tenant wishes to remain in the property, we can consider whether to grant a fresh sole tenancy.

The circumstances that may indicate that a sole tenancy may be granted are:

- a) The property is suitable for the remaining occupant/s within the terms of the Council's Allocation Policy, and it is likely that the Council would have a duty to rehouse the occupant/s left in the property.

And / or

- b) There is evidence that removing the household from the property would cause a significant impact on the health & wellbeing of one or more occupants.

If you have extenuating circumstances, provide us with the details. In cases of domestic abuse, you will be referred for support.

If the property is not suitable for the remaining occupants within the terms of the Council's Allocation Policy, we (except for point b above) will allow the occupants to remain temporarily in the property until one suitable offer of accommodation can be made within the terms of the Allocations Policy. Whilst the occupant/s remain they will be charged for their use and occupation of the property at the same rate as the current rent charge. Non-payment will result in possession proceedings been taken.

The outgoing occupant will have no rights to the tenancy under these provisions.

If the remaining occupant declines an offer of accommodation that is suitable for their needs, the Council will not consider a further offer and will start proceedings to regain possession of the property.

Assignments

In some circumstances a tenant may assign their tenancy to another person who complies with certain criteria as laid out in their tenancy agreement and within this Policy.

We will not permit an assignment unless there is a statutory right to do so.

Applications for assignment are only permitted by statute in the following limited circumstances:

1. By way of mutual exchange;
2. Where a court has made an order to transfer the tenancy under either:
 - a. Matrimonial Causes Act 1973, Section 24;
 - b. Matrimonial and Family Proceedings Act 1984, Section 17(1);
 - c. Paragraph 1 of Schedule 1 to the Children Act 1989;

- d. Part 2 of Schedule 5 or Paragraph 9(2) or (3) of Schedule 7 to the Civil Partnership Act 2004;
3. To a potential qualifying successor if the tenancy agreement gives this right.

Secure and Flexible Fixed Term tenants will assign to the existing tenure type and term of tenancy.

Rights to take in a Lodger

The Council will act in such a way as to ensure that tenants are able to exercise their right to take in lodgers as long as it does not cause overcrowding.

Tenants do not need consent to take in a lodger, although contractually they must advise the Council in writing immediately prior to entering any arrangement.

On receipt of a written notification from a tenant that they intend to take in a lodger, we will contact the tenant to arrange to visit them in their home.

7. SUCCESSION

Death of a tenant

In the unfortunate event of a death of a tenant, the tenancy can be transferred over to an eligible family member. This is known as succession.

When implementing succession, we balance our duty to ensure that housing stock is managed appropriately, with sensitivity for bereaved family members.

Only one person can succeed to a tenancy. Joint succession to a tenancy is not possible.

We will require proof of eligibility; to support any application to succeed to ensure we can be satisfied the applicant qualifies for succession. Information we will require as part of this process will include:

- Tenant's death certificate
- Applicant's full birth certificate
- Passport, driving licence or other photo ID
- Proof of residence e.g. bank statement, electoral registration
- Proof of family connection

Statutory Succession

The law only allows for one statutory succession, and this can only take place where one or both tenants has died, and the potential successor must provide legal evidence of the death and information to demonstrate that they qualify for succession.

If the deceased tenant was a successor, or the surviving party of a joint tenancy, or there has been a previous assignment of the tenancy then there can be no further right of statutory succession.

Tenancies granted before 2nd April 2012

All secure tenants whose tenancy start date was prior to 2nd April 2012 have the right of one succession to their current tenancy on their death. Under Section 89 of the Housing Act 1985, a person is qualified to succeed to a secure tenancy if he or she occupies the dwelling as their only or principal home at the time of the tenant's death and either:

- He/she is the tenant's spouse or civil partner (i.e. husband, wife, common law partner or partner by way of a civil partnership). There is no residency requirement for a successor who is a spouse or civil partner, but they must have

lived at the property as their only or principal home with the deceased tenant at the time of their death.

- He/she is another member of the tenant's family including cohabitee and has resided with the tenant continuously throughout the previous 12 months ending with the tenant's death, and the property was their main residence. The definition of a family member is set out in Section 113 of the Housing Act 1985, as follows:
 - A spouse or persons living together as a husband or wife, or
 - A person's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece
 - In addition:
 - A relationship by marriage is treated as a relationship by blood,
 - A relationship by half blood is a relationship by whole blood;
 - A step child is treated as a child;
 - An illegitimate child is treated as a legitimate child.
 - The family member will need to provide evidence of occupancy.

Tenancies granted on or after 2nd April 2012

The Localism Act 2011 reduced the statutory right of succession for all secure and fixed term tenants whose tenancy start date was on or after 2nd April 2012, so that one succession is still allowed but only to the spouse, civil partner or cohabitee. All other rights and discretions remain the same as for secure tenants with a tenancy start date prior to 2nd April 2012.

Tamworth Borough Council will continue to apply Succession rights in the same way as previously, after 2nd April 2012.

Secure and Flexible Fixed Term tenants will succeed to the existing tenure type and term of tenancy.

Survivorship

Where there is a joint tenancy, held by two persons, and one of the joint tenants dies, the tenancy passes automatically to the remaining joint tenant known as survivorship.

The remaining joint tenant cannot 'succeed' to the tenancy, as they are already a tenant. However, where only one right of succession is allowed, survivorship will count as such, and therefore, no further rights of succession exist.

Any issues regarding the preserved 'right to buy' or rent arrears and any other property charges accrued by the original tenant will be passed to the surviving joint tenant.

Surviving joint tenants have the same security of tenure as before and where that is a secure tenancy, a joint tenant who is a family member cannot be asked to move from the property, even if the property is under-occupied, is unsuitable or has adaptations that they do not require.

A joint tenant who has ceased to reside at the property will still succeed to the tenancy as a sole tenant through 'survivorship'. However, they will have lost their security of tenure at the property by ceasing to live there as their only or principal home and the Council may commence possession proceedings by serving a Notice to Quit. If they return to the property before the notice expires and reside in it as their only or principal home, then their security of tenure could be restored.

There can be no joint succession.

Succession by a minor

A minor, that is, a person under the age of 18, can succeed to a tenancy but since they cannot legally hold a tenancy, a Trustee, who must be an adult, must hold the legal tenancy for the minor on Trust until they attain the age of 18. The Trustee will also act as the Guarantor for rent and other charges. The person who is appointed as the Trustee/Guarantor must be an individual such as a relative, Social Worker or Support Worker. The Trustee/Guarantor must execute a Deed of Trust and Deed of Guarantee and also sign the Tenancy Agreement.

There can be no joint succession.

Property too large and/or unsuitable

Where a successor to a tenancy is in accommodation that is considered unsuitable the Council may seek to move the new tenant (this does not apply to surviving joint tenants, see Survivorships section above for more details).

Accommodation would be considered unsuitable:

- Where there is one or more bedrooms over the housing need or underoccupied (as per Tamworth Borough Council's Allocation Policy)
- The property is designed for a specific client group, e.g. sheltered housing and the new tenant does not meet the criteria
- There are adaptations/disabled adaptations that they do not require

We will ask the successor to complete a housing application form and allow them to bid for suitable alternative accommodation and may also make a direct offer. Failure to accept an offer and/or move after being made a suitable offer may result in possession proceedings being issued.

The notice of possession will be served no sooner than six months after the death of the original tenant and no later than 12 months after the death. But we will do everything possible to find you more suitable accommodation before we make a Court application.

If necessary, the Council will seek possession of the property under the following grounds of Schedule 2, Housing Act 1985:

- Ground 13 – where the dwelling house has features which are substantially different from an ordinary dwelling house and which is designed to make it suitable for occupation by a physically disabled person, there is no longer such a person in occupation and the landlord requires the property for a physically disabled person.
- Ground 15 – the dwelling house is one of a group of houses which it is the landlord's practice to let to persons with special needs, a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with special needs, there is no longer such a person in occupation of the dwelling house and the landlord requires it for such a person.
- Ground 15a – the property is larger than reasonably required by the successor tenant and suitable alternative accommodation is available.

Ground 15a cannot be used if the successor tenant is:

- The spouse or civil partner of the tenant who died
- A cohabiting partner who lived with the deceased tenant as if they were married or civil partners

Ground 15a can be used for cohabiting partners if they:

- Did not live with the tenant as if they were married or civil partners

If the successor is in a situation where moving would detrimentally affect their health and wellbeing, we may consider allowing them to remain in the property. As part of this process, the successor will be required to provide supporting medical evidence.

Multiple Eligible Successors

In cases where there is more than one eligible successor who has a statutory right to succeed, and an agreement cannot be reached between the parties as to which household member should succeed to the tenancy then the Council will select a successor to the tenancy. The factors that will be considered are length of occupation, capacity to sustain a tenancy and relationship to the original tenant. (This is not an exhaustive list).

There can be no joint succession.

Discretionary Tenancy Award

We will consider requests for a discretionary tenancy award by someone left in occupation that is not otherwise entitled to statutory succession, because

- The one statutory succession has already taken place, and / or
- They have not lived in the home for the required period, and / or
- They are not a member of the deceased tenant's family.

The considerations that may indicate that we may allow a discretionary tenancy award include:

- The occupant is over the age of 18, is a family member, who is part of the household and has lived there as their only or principal home for a minimum of the previous 12 months prior to the deceased tenant's death.

And one of the following

- They moved into the property to care for the tenant and in doing so gave up their home and this was a permanent move
- The property has been adapted, or has special facilities or service provision to meet the remaining occupant's needs
- They have no other reasonable property to occupy
- They would qualify for this property under the Allocation Policy

Where we are minded to agree a discretionary tenancy but the occupant:

- Would under-occupy the home, or
- They have no need of specialist features, or
- The property is designated for older people, and they are under the qualifying age

They will be allowed to remain there temporarily until one offer of suitable accommodation can be made within the terms of the Council's Allocations Policy. If

the remaining occupant declines the offer of accommodation that is made, we will not make any further offers and will take steps to regain possession the property.

While an occupant remains, they will be charged for their use and occupation of the property at the same rate as the current rent charge. Non-payment will result in possession proceedings being taken.

Occupants may be offered a tenancy at the current property or a different suitable property, depending on the outcome of their assessment. If granted this would not be classed as a succession as a new tenancy would be given.

Those occupants who move into the property after the date of the tenant's death will not be eligible.

Debt and Account Management

Any rent credits or arrears on a tenancy that has been succeeded to by way of statutory succession (not including survivorship/remaining joint tenant) become a debt owed by/to the deceased tenant's estate and cannot be claimed from/by the successor.

Where a new tenancy is granted to an occupant that did not qualify to succeed, neither the arrears nor any credit pass to the new tenant.

If the successor is a remaining joint tenant, they remain responsible for any outstanding property debt including rent, court costs, service charges etc.

Non-Qualifying Occupants left in the property

Where the potential successor doesn't qualify for statutory succession, and they are not offered a new discretionary tenancy award, the Council will commence legal proceedings to obtain possession of the property.

We will notify the occupants that there is no right to succeed the tenancy, or they will not be offered a new tenancy award and will inform them along with the deceased's representative of our intention to seek possession of the property. This will require a Notice to Quit to be served on the personal representatives of the deceased tenant and a copy sent to the Public Trustee office within appropriate timescales.

Surviving occupants will be sign posted to the Council's Housing Solutions Team to access support to find alternative accommodation.

Death of a sole tenant with no eligible successors & no-one left in the property

If there is no family member eligible to succeed the deceased tenant's tenancy, the tenancy will end either when the tenancy is brought to an end by the tenant's representative, or by the Council who will take possession of the property. This will require a Notice to Quit to be served on the personal representatives of the deceased tenant and copy sent to the Public Trustee office within appropriate timescale.

8. HOUSING OPTIONS

Allocations to homes that will become vacant

We will contribute to the Council's overall corporate objectives for Tamworth by ensuring that our approach to letting homes works towards achieving:

- Greater choice, housing options, homelessness prevention and mobility
- Mixed, cohesive and sustainable communities
- Efficient use of stock
- An open, transparent and equitable service
- Value for money through customer satisfaction and tenancy sustainment

We will therefore advertise most homes, including any homes let at affordable rents, on Tamworth Borough Council's choice-based lettings system 'House Exchange' and will offer homes using the Council's Allocations Policy. Advertisements for homes will always include the rent (and any service or other charges) and the length of tenancy we would usually offer if the successful bidder were not a secure or assured tenant with protected tenancy rights.

To make best use of homes and maximise rental income, we will advertise and offer homes as soon as possible after the occupying tenant gives notice that they intend to vacate. This will mean that sometimes an offer will be made while the home is still tenanted, or while post-tenancy repairs are being completed. We will therefore:

- Agree with repairs contractors how the property will be made available to prospective tenants for safe viewing
- Always accompany prospective tenants as they view the home, and
 - Explain features and facilities
 - Be clear what standard they can expect of a ready to let home
 - If required, tell them about decoration allowances for the home, including the amount on offer
- Tell those who have been offered a property:
 - The anticipated date the property should be available for them to move in, promptly informing them of any variation to this date and
 - What work they can expect to be completed prior to their occupation

Under-occupation / Downsizing

The Council operates a Under Occupation Incentive Scheme which offers a financial incentive to tenants when they move to a smaller size property and the Housing Allocation Policy gives additional priority to tenants wishing to downsize.

Direct Matching

We will let specialist homes, including supported, sheltered housing, and adapted properties, to people on the Council's waiting list using the Council's Allocations Policy, but these may not be advertised on 'Finding a Home'. This is to ensure that these properties are occupied by people who have a specific need for the facilities and features, and because we know that older people and disabled people can find it more difficult to use a bidding system.

Moving within and across the Council's boundary

We will participate in arrangements to maximise opportunities for tenants who need to move home, either because their household circumstances have changed, or because they need to move area for employment or other reasons.

The Council is currently in partnership with the national House Exchange scheme and will continue to promote this internet-based option to market and maximise housing options.

As part of this we will proactively support:

- Valid mutual exchanges between tenants of our stock or between our tenants and those of other registered providers.
- Transfers of our tenants where their home no longer meets the household's needs, for example they:
 - Under-occupy by at least one bedroom
 - Are overcrowded
 - No longer need adaptations, facilities or services
 - Now require adaptations, facilities or services
 - Would benefit from more specialist accommodation, e.g., sheltered housing

Mutual Exchanges

The mutual exchange is an agreement between two or more parties to swap their tenancies and properties. Where they meet the criteria and there are no grounds to refuse the request, tenants have the right to exchange.

All secure and fixed term tenants (this does not include those on licence agreements) have the right to exchange with others with a similar tenancy agreement, as laid out in Section 92 of the Housing Act 1985.

Consent to an exchange between tenants who both have secure, assured or fixed term tenancy agreements will only be withheld on the grounds laid out at Schedule 3 of the Housing Act 1985.

The exchange will be carried out by virtue of an assignment pursuant to Section 92.

Where a mutual exchange takes place by way of assignment, all obligations and entitlements attached to the existing tenancy are assigned with it. The exception is the right of succession. So, for example if one of the parties succeeded to their original tenancy, there will be no further right of succession for any occupiers of the new home.

Consent to an exchange can be withdrawn if any of the Schedule 3 grounds become relevant during the proposed exchange.

The Council has 42 days to decide, whether tenants are entitled to an exchange or not.

Where there are rent arrears, outstanding rechargeable repairs or where there are other breaches of tenancy conditions, the Council may give provisional permission to exchange, conditional upon these breaches being remedied. Where an applicant is suffering exceptional financial hardship, an exchange can be granted without a clear rent account at the Council's discretion. In these circumstances the tenant will be expected to sign an agreement to clear any arrears following their move.

Refusals of exchanges will only be valid where the notice specifying the ground for refusal is sent to the tenant within 42 days of the tenant's application for consent.

Where a secure or assured tenant is exchanging with a tenant that is on a flexible fixed term tenancy the process for completing the exchange is set out at Section 158 and 159 of the Localism Act 2011. In brief, the tenancies will be brought to an end (surrendered) and each tenancy will be reissued so that each tenant keeps their pre-existing tenancy type and for the flexible fixed term tenant they will be issued with a new flexible fixed term tenancy length of either 2 or 5 years depending on the property. Consent to an exchange which takes place pursuant to Section 158 and 159 will only be withheld on the grounds laid out at Schedule 14 of the Localism Act 2011.

Consent to an exchange can be withdrawn if any of the Schedule 14 grounds become relevant during the proposed exchange.

Tamworth Borough Council's Allocation Policy and Mutual Exchange Policy reflect the same aims for the use of the Council's housing stock. For example, in line with the Council's Allocation Policy it will be highly likely that the Council will withhold consent to a mutual exchange when the result of it will be that a family will move into a home with more bedrooms than that family requires.

Grounds for refusing a mutual exchange apply (Schedule 3, Housing Act 1985) listed below.

1. If a tenant has a court order outstanding.
2. If legal proceedings have started for possession of their property.
3. If the proposed tenant moving in would be under occupying the property.

4. If the proposed incoming tenants would be over occupying the property.
5. If the tenant lives in a property that is mainly for non-housing accommodation, or when a tenant(s) property is linked directly to their job working for the Council.
6. If the property is adapted for disabled use and the incoming tenant does not need this type of property.
7. If the property and / or tenancy is linked to the provision of support.

Discretionary Mutual Exchanges

We consider discretionary mutual exchange requests if it is; -

- better use of council's housing stock
- value for money argument
- better use of disabled adapted property
- approved management move

Transfer

Where a secure tenant is transferring to a new home, the existing tenancy will be brought to an end, and they will be reissued with a new secure tenancy at their new home. Where a tenant is on a flexible fixed term tenancy, and they are transferring to a new home it will be offered on a new flexible fixed term tenancy length depending on the property type. If the tenant is however transferring to a one-bedroom property without disabled adaptations or sheltered housing, they will be issued a secure tenancy.

Decants

A decant is the term used where a tenant is required to move from their current property into temporary accommodation. This may be due to redevelopment or major works (re-wiring, build restructure, lift replacement). The Council has a separate Decant Policy which sets out the steps that will be taken and support that will be provided to the tenant.

Right to Buy

Most council tenants can apply to buy their home at a discounted price as part of the government's Right to Buy scheme.

To apply, you need to have lived in a council or housing association property for at least three years (two years if your tenancy started before January 18, 2005). This doesn't have to be continuous.

There are some circumstances where an application might be refused, for example if the property is part of a sheltered housing scheme or designed for elderly people or those with physical disabilities.

In most cases if you buy a house, you will purchase the freehold and own the property and land outright.

There are some council properties in Tamworth that are within a council-owned building or piece of land, such as apartments, which means you will only be able to purchase a lease.

There are various additional costs associated with becoming a leaseholder.

Full details on right to buy are available on the Council's website www.tamworth.gov.uk, including a right to buy guide, government advice leaflet, discount calculator, and application form.

Tenants can request a buying pack and any additional information contacting the right to buy team at righttobuy@tamworth.gov.uk.

8. Tenancy Sustainment

Sustaining Tenancies

We are committed to helping tenants maintain their tenancy and offer a variety of ways to support tenants to achieve this.

We would like all our tenants to be successful householders and settle into their local community, but we know that for some people this isn't easy. We will therefore take a supportive approach to helping tenants to:

- Settle into their home
- Pay their rent and other charges on time and keep a clear rent account from the beginning of their tenancy
- Abide by their tenancy agreement, and keep their home in good order
- Sustain their tenancies and avoid homelessness
- Be a good neighbour

Before we grant a tenancy, we will carry out an assessment to check that the prospective tenants can afford to live in the property and to identify whether any support is needed to ensure their tenancy is sustainable.

Where the tenant has identified that they already have a support worker, we will suggest that they accompany them to the viewing, and to the sign-up. We will encourage the tenant to tell us if they feel they need support, and if they do, we will refer them to one of the agencies who provide the necessary support to meet their needs.

As part of the sign-up procedure, we will refer new tenants to our Income Team if they have debt they are struggling to manage or may be entitled to benefits that they don't receive including a benefits entitlement check. We will also offer to help the tenant to claim for benefits.

We will provide a welcome pack that advises the tenant on the things they need to do when they move into their new home and subject to availability, we will signpost them to a furniture store or similar if they need household goods and don't have the resources to buy these.

We will complete a new tenant visit within six weeks of the tenancy start date, and will check that the tenant is settling into their home, that they are paying their rent (and / or that where applicable benefit is in payment) and that they fully understand the main features of their home (for example, the water stopcock, the heating system, the fuse box, utility supplies etc).

We will check that the tenant feels they are managing in their home and will, if this is indicated and the tenant agrees, refer them to the relevant internal department or to other external support agencies.

We will take an early prevention approach to rent (or other charge) debt and nuisance, so that tenants are quickly informed if they are in breach of their tenancy agreement and are given help to rectify this. If they need help to tackle nuisance that is adversely affecting them, we will support them and take prompt action to address the issues.

Tenants are required to maintain their properties in a reasonable condition and in accordance with their tenancy agreement.

The Council works in partnership with Tamworth Advice Centre & Tamworth Hub which provides support to council tenants threatened with homelessness to help them maintain their home. These service helps Council tenants to sustain and maintain their tenancies where people have more complex support needs. This service supports people in financial hardship, drug and alcohol dependency or those that are extremely vulnerable.

Below is a list of some of the types of support provided:

- Problems with money, low-level debt, rent arrears or benefits
- Help accessing mental health, physical health and/or drug and alcohol services
- Finding suitable training, education and employment
- Access to energy efficiency schemes to make their home warmer and cheaper to run.

The Council also has its own dedicated Income Management Team. They are responsible for ensuring tenants' rent and service charges are paid in a timely manner. The team agree affordable re-payment plans for those in arrears and take legal action against those that fail to comply. To help sustain tenancies, the income team also provides support to tenants to apply for housing benefit, avoid financial hardship, help to maximize their income and more.

Preventing Evictions

As far as possible the Council seeks to minimise the number of evictions that are carried out. We will work proactively to assist in sustaining tenancies with evictions usually taking place as a last resort once other informal and formal measures have been exhausted. Where evictions do take place, these are largely associated with

non-payment of rent or antisocial behaviour, and our approach to proactively managing these tenancy issues are set out below as an example of our approach:

- **Income management** Our income management team seek to proactively address any payment problems as quickly as possible to prevent debts accruing. We encourage people to contact us with any problems that they have in paying their rent and aim to provide tailored support to try to resolve any issues preventing non-payment. We also refer tenants for specialist benefits advice or debt counselling. We comply with the court's pre-action protocol. For further information see the Council's Income Management Policy.

- **Anti-social behaviour** Our Nuisance and Anti-Social Behaviour team proactively tackle all neighbour and anti-social behaviour issues as quickly as possible and aim to work constructively with victims and perpetrators to try to find amicable solutions.

Where informal strategies for resolving anti-social behaviour and other tenancy breaches is not successful or possible, the proportionality of legal action will be considered to determine the most reasonable and proportionate form of action. However, where tenancy breaches continue or the breach is serious and/or there is a risk of harm to other residents or staff, action may be taken to recover possession of a property swiftly and/or to seek other legal remedies, such as injunctions. For further information see the Council's Anti-Social Behaviour Policy.

9. Tenancy Enforcement

Tenancy fraud

We are committed to tackling fraud at all levels. We recognise the importance of multi-agency working and use several key methods for prevention including working with our partners and sharing information as appropriate.

We take a proactive approach to addressing housing fraud, this begins at sign up and includes the requirement for tenants to submit a photo to be kept on file alongside their tenancy agreement and re-checking of identification prior to signing of the tenancy. Rechecking of identification may also take place during the tenancy, to re-verify identity.

Targeted tenancy checks will be carried out where tenancy fraud is suspected to ensure that the property continues to be occupied by the tenant it was let to. We will take immediate action to recover properties that have been sub-let or that are unoccupied. This enables us to make best use of our properties to help meet housing need.

Where tenancy fraud is suspected, a referral is made to the Council's fraud investigation team.

Abandoned Properties

We recognise that tenants may be away from their homes for an extended period for several reasons. If the tenant is going to be away from their home and not return for more than 28 days, they must inform us that they will be away from home including making arrangements to pay their rent and ensuring the conditions of their tenancy agreement are kept.

Where we believe that the tenant may have abandoned the property (including anonymous notification) we will carry out investigations and try all forms of contact to locate the tenant. Where we are unable to do this, and we believe the property may have been abandoned (based on our investigation findings) we will serve a Notice to Quit and commence possession proceedings of the property if required. If the tenant returns to the property before the notice expires and resides in it as their only or principal home, then possession proceedings will cease.

Legal action and possession

As a landlord we may have to take legal action against you which may take the form of an injunction, or as a last resort possession of your home. We cannot simply enter your home; we may only do so with a court order or a warrant following legal action.

We will do everything possible to work with you including:

- dealing with all complaints
- practical arrangements to clear rent arrears
- assistance from our housing services
- we will take early and preventative action where possible
- we will safeguard vulnerable residents when considering action

Tenants evicted by us are treated as intentionally homeless under the homeless legislation. You may find it difficult to be considered for rehousing and we would urge you to work with us before this happens.

Antisocial Behaviour

Antisocial Behaviour (ASB) can include a wide range of nuisances, disorder and crimes which affects people's lives daily. It can feel and look different in every area and to every victim. What might be considered anti-social by one person, might be considered acceptable to another.

As a Council we are committed to working with our tenants and our partners to address all forms of ASB. Our ASB Policy lays out our approach to tackling this behaviour, and we will work with the police and other agencies to safeguard victims and take the necessary action against perpetrators. For further information see the Council's ASB policy.

10. Ending a Tenancy

Tenant End Date

All tenancies will end on a Sunday. Up until the end date, tenants will be responsible for paying rent and any other property charges and ensuring the conditions of their tenancy agreement are kept. The tenant will not be allowed to enter the property after this tenancy end date.

Secure tenants

Full secure tenants can terminate their tenancy by providing us with four weeks' notice in writing. We will complete a property inspection during the notice period to ensure that:

- The property does not breach tenancy conditions
- Any rent arrears or other outstanding payments are advised, and the tenant has an opportunity to pay up to the notice expiry date
- We can re-let the property as quickly as possible
- The tenant must return all the property keys and vacate the property at the latest on the date the notice expires.

Flexible Fixed term tenants

Flexible Fixed term tenants who wish to end their tenancy prior to the fixed term end date should apply to surrender their tenancy in accordance with the procedure outlined within the Flexible Fixed Term Tenancy section 4 above.

Pre-termination visits

Tenants moving out will receive a pre-termination visit. This is to make sure there is no tenant damage. Where this is identified, the tenant will be expected to rectify it before they move out and failure to do so, we will repair it and recharge the tenant the costs.

Belongings left in the property

Tenants are expected to clear all their belongings and correct dispose of all rubbish before returning the keys. If tenants leave belongings behind or rubbish, we will dispose of it and the cost of doing so will be recharged to the tenants.

Former tenant debt

We will make every effort to recover all rent arrears prior to the end of a tenancy. However once the tenancy has ended, any arrears and recharges will be dealt with as former tenant debt.

Tenancy records

All tenancy records will be held intact for a full six years post tenancy end in line with good practice guidance on document retention. They will then be anonymised and/or disposed of in line with the Council Document Retention Policy.

11. How to Appeal

All tenants or prospective tenants have the right to appeal any decision made relating to:

- The tenancy and term being offered
- Non-reissue of a tenancy at the end of a fixed term
- Who is allowed to be on the tenancy agreement
- Matters relating to succession to a tenancy

The right to appeal will be included in all letters to tenants about the matters above and will include the following process and timescales.

- Tenants or prospective tenants have [21] days of receipt of the tenancy-related decision to request a review of, or appeal the decision
- Requests for an appeal or a review can be made verbally, or in writing or on the tenant's behalf by a nominated representative but if the request is made verbally, it is the tenant's responsibility to ensure that the request is written down on their behalf.
- Reviews and appeals will not require the tenant's or prospective tenant's presence unless they specifically request an oral hearing.
- The person who determines the review or appeal, or who conducts an oral hearing will be senior to, and separate from any person who participated in making the original decision
- Tenants or prospective tenants will be given 5 working days' notice of the date of the review (counted from the day after a letter is delivered by hand to their address, or from the date after the letter is posted to their address in the first-class mail.
- If the appellant has requested an oral hearing, they can be present at the hearing and make representations on their own behalf or can nominate someone to act as their representative and make representations on their behalf.
- Decisions following an appeal or view will be notified to the appellant within 5 working days of the date of the review or hearing.

Our processes for reviewing tenancies and for appeals are laid out in our *Tenancy Review Procedure* and *Tenancy Appeals Procedure*, copies of which will be provided to every fixed term tenant as part of their tenancy pack, and at the start of each review.

12. Comments, Compliments & Complaints

Tenants' feedback is very important to us, it helps us to improve the services we provide to better meet the needs of our tenants. As part of this, we encourage feedback when we have done something well, or when you think we have done something wrong.

For full details on the Council's Comments, compliments and complaints policy including how to make a complaint and information about the Housing Ombudsman service is available on the Council's website at www.tamworth.gov.uk.

13. Review

This Policy will be reviewed every two years unless there are significant changes to legislation during this time, to ensure it is up to date and continues to meet the needs and aspirations of existing and potential tenants.