

Tamworth Borough Council

Tenancy Management Policy

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1. Purpose

This document 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 we will ensure that the management of tenancies is consistent, transparent and fair to all tenants. The policy will also outline how Tamworth Borough Council will offer advice and assistance to tenants whose tenancies are not being renewed to access alternative housing options.

2. Related documents

External:

Localism Act 2011
Housing Act 1985
Housing Act 1996
Protection from Eviction Act 1977
Housing and Regeneration Act 2008
Equality Act 2010
Regulatory Framework – Tenancy Standard

Internal:

Tamworth Borough Council Tenancy Strategy
Allocations Policy
Tenancy Policy - Equality Impact Assessment
Fixed Term Tenancy - Community Impact Assessment
Anti Social Behaviour Policies (Corporate & Landlord)
Rent Setting Policy

3. Scope of the Policy

This policy affects existing and all new customers moving into one of Tamworth Borough Council's tenancies. The Policy is only intended as a framework, detailed procedural and work instructions will be available separately as they are developed.

This Policy fulfils the requirement on us, as a registered provider of social housing, to have a Tenancy Policy that clearly states what our customers can expect of us in relation to:

- The sorts of tenancies we will offer, and when and where different tenancy types will be used
- Decisions about reissuing a tenancy for the same or for a different property
- Offering advice and assistance those whose tenancy will not be reissued to find another suitable home
- How prospective and current tenants can appeal against any decisions we make regarding:
 - The tenancy offered, or
 - Not reissuing a tenancy on their current homeand how we will deal with those appeals
- Tenancy Management including succession, assignment, changes, termination and exchange

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- Arrangements for more vulnerable customers
- Ensuring that our homes are occupied by their legal tenant
- Helping our customers to sustain their tenancy

In developing this Policy we have given due regard to the direction provided by Tamworth Borough Council's Tenancy Strategy.

This Policy is delivered through more detailed policies and operational procedures including those listed below:

- Tamworth Borough Council's Allocations Policy and associated procedures
- Tenancy Review procedure to be written
- Tenancy Appeals procedure to be written
- Procedure for Successions
- Mutual Exchange procedure
- Procedure for Name Change
- Procedure for sole to joint tenancies
- Procedure for joint to sole tenancies
- Procedure for ending of a joint tenancy
- Procedure for abandonments
- Procedure for succession / non succession

3.1. The aims of this Policy

The Localism Act 2011 provides landlords with greater freedoms and flexibilities in relation to tenancy management. In consultation with stakeholders and building on the requirements within the Council's Tenancy Strategy, approved in 2012, this policy is fundamentally about making best use of stock. It also takes the opportunity to level the player field between the affordable rented sector so has to maximize housing options and choice.

The Council's Tenancy Management Strategy is available at www.tamworth.gov.uk.

Key aims are to:

- Provide a high quality housing management service to prospective and actual tenants, in accordance with legislation, regulation, the Council's Allocations Policy and best practice.
- Make best use of our stock and ensure it meets existing and future customers' needs
- Ensure customers have the right home for as long as they need it
- Support our customers to enable them to achieve their housing aspirations
- Respond effectively to the demands placed on our limited social housing resource

3.2. Our commitments

We will:

- Provide a comprehensive, consistent, fair and efficient tenancy management service to all our customers
- 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 customers
- 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 customers can understand about the tenancies that we will offer on different properties, and the circumstances under which a fixed tenancy would not be reissued.
- State the tenancy terms and rent level with each property advertised and ensure the new tenant understands this before they sign-up to the tenancy
- Work to prevent homelessness and increase the availability of homes, including by:
 - Telling all our customers about how we can help them to maintain their tenancy successfully
 - Acting promptly where we identify problems that could threaten someone's tenancy
 - Helping customers to find another home if their tenancy isn't suitable for their household
 - Providing or enabling advice and assistance to help our customers 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

4. Protected Rights Tenants

4.1 Social tenants as at 2 April 2012

Tenants who were social housing tenants on 2 April 2012, who have remained social housing tenants since that date and who move to another home which is let at a social rent, will be granted a tenancy of no less security. As such full tenure tenants (whether they come from

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another Tamworth Borough Council home, or from another registered provider landlord, will be granted a full secure tenancy, and not a fixed term secure tenancy.)

4.2 Additional protection for existing full secure tenants of the Council, whose tenancy start date is prior to 1 April 2013

Where an existing secure tenant has a tenancy start date prior to (implementation date) their tenancy terms and conditions will be protected. Therefore if they transfer to a different social rent Tamworth Borough Council home, they will be automatically offered another secure tenancy.

5. POLICY STATEMENT

5.1 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 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 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 specialist housing for older people offers this stability and security, and we hope that customers can stay in these homes for the rest of their lives.

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

Our family homes are particularly in demand, so we would prefer that they are always occupied by families who need the space they provide. However, 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.

6.2 Tenancy Types

The following table highlights the range of tenancies Tamworth Borough Council offers:

Table 1

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 (temporary)	Customers who do not have exclusive occupation of the property	Applicable charge, no change to temporary use and occupation rights
Secure Tenancy (lifetime)	<ul style="list-style-type: none"> ✓ Existing full 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; ✓ Full 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 ✓ Full 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, sheltered and extra care housing ✓ Tenants moving into one bedroom general needs properties with the exception of one bedroom disabled adapted properties and on bedroom affordable rent properties. 	Will be let using a Social Rent and existing security of tenure will continue
Non Secure Tenancy (temporary)	✓ Tenants moving into Temporary Supported Housing Accommodation	Will be let using a Social Rent and will be let on

		most appropriate basis ¹
5 Year Fixed Term Tenancy	New, non-protected (see paragraph 4 above) tenants to Tamworth Borough Council that are moving into: <ul style="list-style-type: none"> ✓ 2 bedroom properties ✓ 3 bedroom properties ✓ 4 bedroom properties ✓ 5 bedroom properties ✓ 6 bedroom properties ✓ 7 bedroom properties ✓ All disabled adapted properties ✓ All affordable rent properties 	Will be let using a Social Rent
2 Year Fixed Term Tenancy	✓ Tenants moving into properties where the is an in principal decision to demolish or regenerate.	Will be let using Social Rent

6.3 Fixed Term Tenancies

6.3.1 Tenancy Length

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

6.3.2 Fixed Term Tenancy Agreement

Tenants we have identified as requiring a fixed term tenancy in accordance with table 1, will be offered one of two types of fixed term tenancies either:

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

Prior to the Council granting the 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.

¹ Awaiting clarification from the DCLG on non-secure tenancies
SUPP.1257765.1

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6.3.3. Ending of a Fixed Term Tenancy prior to the expiry date

If the fixed term tenancy is not conducted properly, Tamworth Borough Council will service a notice of seeking possession, if necessary, issue possession proceedings.

The details of this process are set out in the Tenancy Policy Procedures. The emphasis will be to support people during this review period so as to maximise their housing options.

6.3.4 Tenant Ending the Fixed Term Tenancy

If a tenant on a 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, all joint tenants 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.

Where a property is, or appears to be **abandoned**, a Forfeiture Notice will be served on the property, giving the tenant four weeks to respond. If there has been no response at the end of the 4-week period then we will take possession of the property. In these circumstances a Court Order is not required.

6.3.5 Reviewing Fixed Term Tenancies 12 months prior to end of tenancy

Where tenants are placed on a fixed term tenancy, these must be a formally reviewed. The Council will commence the review process 12 months prior in order to ensure maximum opportunity to support the households. Circumstances will be reviewed up to the 5 year 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 our intentions regarding whether we will reissue a tenancy on their existing home at the end of the term.

We 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 or not the tenant/s and their household still fulfil the allocation policy criteria we have agreed for occupancy of their home.

Tamworth Borough Council will then decide which action to take:

- (1) to be re-issue a new Fixed Term Tenancy; or
- (2) to find alternative (and more suitable) accommodation; or
- (3) not offer any other form of tenancy

Tamworth Borough Council will normally re-issue a further Fixed Term Tenancy unless;

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- 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.
- The tenant/s and their household no longer fulfil the criteria agreed for occupancy of their home inline with Tamworth Borough Council Allocations Policy and/or Supported / Sheltered Policy. (*'Household' in this regard means the persons that usually occupy the home with the tenant/s. Where these are adults that are not in full time education, they should have been residing in that home as their usual and sole residence since a date that is at least 18 months prior to the end of the tenancy term.*)
- 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.
- 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 section 5, 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 fulfils the criteria for occupancy of their current home, at least [12 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 fixed term tenant as part of their tenancy pack, and at the start of each review.

6.3.6 Exceptions to the criteria for ending a fixed term tenancy

The council will use its discretion to renew a tenancy in exceptional circumstances and this will be delegated to the Head of Landlord Services. Usually this will be where there is third party evidence and/or a value for money argument justifying renewing. Where suitable

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alternatives can not be sourced, then the tenancy will still be ended and use and occupation arrangements made pending move on.

6.3.7 Housing Options and Advice

We will work with Tamworth Borough Council Housing Advice team and the Housing Options team to identify options for re-housing where a tenant has been advised that their tenancy will not be reissued

6.3.8 Right to Review

Where Tamworth Borough Council uses the Mandatory Possession Procedure for ending the 2 or 5 year fixed term tenancy, all tenants will have the right to review the decision to end their tenancy. The review and appeals process is 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.

7. Tenancy Succession

7.1 Succession rights where the tenancy start date was prior to 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 (i.e. husband, wife, common law partner or partner by way of a civil partnership).
- He/she is another member of the tenant's family and has resided with the tenant continuously throughout the previous 12 months ending with the tenant's death. 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.

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

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Worker. The Trustee/Guarantor must execute a Deed of Trust and Deed of Guarantee and also sign the Tenancy Agreement.

If the family member would succeed to a property which is especially suited or adapted for either a disabled person or an elderly person and the survivor has no such need, then we may take proceedings to recover possession, as allowed for in the following grounds set out in Schedule 2 of the 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 which 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.

In these instances, we will offer the successor suitable alternative accommodation.

7.2 Succession rights where the tenancy start date was 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 (i.e. husband, wife, common law partner or partner by way of a civil partnership). 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, and as set out at 7.1

7.3 Discretionary successions

We consider requests to succeed to a tenancy by someone left in occupation that is not otherwise entitled to succeed, 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 succession include:

- The occupant is over the age of 18, is related to the tenant and has lived there as their sole home for a minimum of the previous 12 months

And one of the following

- They moved in to the property 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 there are multiple persons left in occupation then the tenancy will be determined on the merits of individual cases.

Where we are minded to agree a discretionary succession 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. 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. 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.

8. Tenancy assignment

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.

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.

9. Tenancy Changes

9.1 Tenants that change their name

Tamworth Borough Council will agree to amend the tenancy following a name change as long as the tenant provides sufficient legal evidence of the change. This will usually be evidenced by a Deed Poll, marriage certificate or civil partnership documentation.

9.2 Sole to Joint Tenancies

Generally we will agree to the creation of a joint tenancy between spouse/partner. Each case will be considered on its own merits. 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 is under 18 years of age.
- The partner has lived in the property for less than 12 months.

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

9.3 Joint to Sole Tenancies

If we receive a valid Notice to Quit 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 or not 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 the property is not suitable for the remaining occupants within the terms of the Council's Allocation Policy we (with the exception of 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.

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.

10. Rights to take in a Lodger

The Council will act in such a way as to ensure that secure tenants are able to exercise their right to take in lodgers.

Tenants wishing to take in lodgers [tenants do not need consent to take in a lodger, although contractually they must advise the Council in writing, they do need consent to sublet] prior to entering into 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.

Where we consider that taking in a lodger will lead to overcrowding, we will notify the tenant and may take possession proceedings.

11. Tenants' rights to terminate their tenancy

11.1 Secure tenants

Full secure tenants are able to 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 are able to re-let the property as quickly as possible

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- The tenant must return all the property keys at latest on the date the notice expires.

Fixed term tenants who wish to end their tenancy prior to the fixed term should apply to surrender their tenancy in accordance with the procedure outlined at paragraph 6.3.4 above.

12. Allocating our homes and helping people to live in homes that suit their requirements

12.1 Allocations to homes that will become vacant

We will contribute to the Council's overall 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 'Finding a Home' 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 isn't a secure or assured tenant with protected tenancy rights.

In order 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
 - 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

12.2 Specialist housing

We will let specialist homes, including sheltered 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

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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.

12.3 Mobility 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.

Tamworth Borough Council is currently in partnership with the national "homeswapper" scheme and will continue to promote this internet based option as a way 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, eg, sheltered housing

12.4 Mutual Exchanges

All secure and fixed term tenants (this does not include those on licence agreements) have the right to exchange, as laid out in Section 92 of the Housing Act 1985. Consent to an exchange will be withheld on the grounds laid out at Schedule 3 of the Housing Act 1985. In summary these are:-

Ground 1

The tenant or the proposed assignee is subject to an order of the court for the possession of the dwelling-house of which he is the secure tenant and or fixed term tenant

Ground 2

Proceedings have been begun for possession of the dwelling-house of which the tenant or the proposed assignee is the secure tenant on one or more of grounds 1 to 6 in Part I of Schedule 2 (grounds on which possession may be ordered despite absence of suitable alternative accommodation), or there has been served on the tenant or the proposed assignee a notice under section 83 (notice of proceedings for possession) which specifies one or more of those grounds and is still in force.

Ground 3

The accommodation afforded by the dwelling-house is substantially more extensive than is reasonably required by the proposed assignee. In assessing this the council will have regard to its current allocations policy.

Ground 4

The extent of the accommodation afforded by the dwelling-house is not reasonably suitable to the needs of the proposed assignee and his family.

Ground 5

The dwelling-house—

(a) forms part of or is within the curtilage of a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and

(b) was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of—

the landlord,

a local authority,

Ground 6

The landlord is a charity and the proposed assignee's occupation of the dwelling-house would conflict with the objects of the charity.

Ground 7

The dwelling-house has features which are substantially different from those of ordinary dwelling-houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house and if the assignment were made there would no longer be such a person residing in the dwelling-house.

Ground 8

The landlord is a housing association or housing trust which lets dwelling-houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to satisfy their need for housing and if the assignment were made there would no longer be such a person residing in the dwelling-house.

Ground 9

The dwelling-house is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs and a social service or special facility is provided in close proximity to the group of dwelling-houses in order to assist persons with those special needs and if the assignment were made there would no longer be a person with those special needs residing in the dwelling-house.

Ground 10

The dwelling-house is the subject of a management agreement under which the manager is a housing association of which at least half the members are tenants of dwelling-houses subject to the agreement, at least half the tenants of the dwelling-houses are members of the association and the proposed assignee is not, and is not willing to become, a member of the association.]

Trowers & Hamblins amends: 12 September 2012

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

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 tenant is exchanging with another secure or assured tenant of an equivalent tenure level (for example two lifetime tenancies), the tenancies will be assigned on completion of the exchange. Where a protected tenant is exchanging with a tenant that is on a fixed term tenancy however, 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 term. Where the exchanging tenants are both on fixed term tenancies, and they are therefore exchanging to homes which are usually let on fixed term tenancies, the period of tenancy offered on the home to which they have exchanged will usually be no more than the remaining portion of their previous fixed term tenancy.

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 to succession. Any rights to succeed to a tenancy will remain with the tenant, so that if one of the parties succeeded to their tenancy, there will be no further right of succession to the tenancy of their new home.

13. 5 Transfer

Where a protected secure tenant is transferring to a new home, the existing tenancy will be brought to an end and they will be reissued a new full secure tenancy at their new property

Where a tenant is on a fixed term tenancy and they are transferring to a home which would usually be let on a new fixed term tenancy. If the tenant is however transferring to a one bed room property without disabled adaptations or sheltered housing whereby they will be issued a secure tenancy.

14. Preventing and addressing tenancy fraud

Tamworth Borough Council has a tenancy fraud policy which defines housing fraud, what we will do to prevent it, and what actions will be taken where housing fraud is identified (see Tenancy Fraud Policy).

Tamworth Borough Council is in partnership with Birmingham City Council and Midland Heart who have developed a strategy for identifying, measuring and managing levels of social housing fraud. One of the key elements of the strategy is the sharing of information and comparing of data. This data can then be compared generally to identify potential cases of should housing fraud that then require investigation.

15. Provisions for appeals on or reviews of tenancy matters

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

- The tenancy they have been offered
- Non-reissue of a tenancy at the end of a fixed term
- Who is allowed to be on the tenancy agreement

Trowers & Hamblins amends: 12 September 2012

- 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.

16. Helping our customers to sustain their tenancies

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
- Be a good neighbour

Our work will start when prospective tenants view a property. Where the customer has identified that they already have a support worker, we will suggest that they accompany the customer to the viewing, and also to the sign-up. We will encourage the customer to tell us if they feel they need support, and if they do we will refer them to one of the agencies who provide housing-related support. We will tell the customer about the features of their prospective neighbourhood including local shops, schools and public transport.

Trowers & Hamblins amends: 12 September 2012

We will complete a benefits entitlement check as part of the sign-up procedure and refer the customer to our welfare benefits adviser if they have debt they are struggling to manage, or may be entitled to benefits that they don't receive. We will also offer to help the customer to complete a Housing Benefits application form.

We will provide a welcome pack that advises the customer on the things they need to do when they move into their new home and will refer them to the furniture store 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 customer is settling into their home, that they are paying their rent (and / or that Housing 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 etc). We will check that the customer feels they are managing in their home and will, if this is indicated and the customer agrees, refer them for housing-related support.

We will take an early prevention approach to rent (or other charge) debt and nuisance, so that customers 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.

17. Tenancy Policy Review

This tenancy policy will be reviewed every year to ensure it is up to date and continues to meet the needs and aspirations of existing and potential tenants.