

Policy name	Tenancy Policy
Version No.	V2.0
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TENURE POLICY

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Tenure Policy

1.0 Introduction

1.1 This policy sets out the types of occupancy agreements we offer when letting our homes and the circumstances in which we grant them. It aims to ensure that clear guidance is provided, the appropriate tenancy is granted and that all residents are treated in a fair and equitable manner.

1.2 If there is any variance between this policy and individual tenancy or occupancy agreements or addendums, the agreement or addendum will take precedence.

2.0 Scope

2.1 This policy outlines our approach to issuing, renewing and ending tenancies and licences for all rented properties across 3CHA.

2.2 This policy also outlines our approach to joint tenancies, covering changing a joint tenancy to a sole tenancy and vice versa, ending a joint tenancy and cases where domestic abuse is present.

2.3 Areas not covered by this policy are:

- Leaseholders, freeholders or shared owners.

2.4 Where a property is to be agency managed, we will determine the type of tenancy agreement to be used in line with the principles set out in this policy.

3.0 Key terms and definitions

3.1 A **tenancy** grants exclusive possession of a premises for a given period of time at a given rent, creating a legal relationship between the landlord (us) and tenant.

3.2 A **licence** is where the landlord grants someone permission to occupy accommodation.

3.3 **Right to Rent** (introduced under the Immigration Act 2014) requires us, as social landlords, to check the immigration status of all

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tenants, lodgers and any other adults who will be living in the property. A person has the right to rent if any of the following apply:

- They are a British or Irish citizen
- They have indefinite leave to remain (ILR)
- They have refugee status or humanitarian protection
- They have settled or pre-settled status under the EU settlement scheme
- They have permission to be in the UK, for example, on a work or student visa
- The Home Office has granted them a time limited right to rent.

3.4 A **Notice to Quit** (NTQ) is a legal instrument to end a tenancy that can be provided by a tenant or a landlord to terminate the tenancy.

3.5 We define **vulnerability** as being any condition or circumstance that puts an individual or household at risk of losing their home, or any situation which, without support or intervention, places them at risk of abuse, neglect or causes detriment to their overall wellbeing.

3.6 A **sole tenancy** is where only one person holds the tenancy. This may be where only one person signed the tenancy originally, or where it was initially a joint tenancy but became a sole tenancy through assignment.

3.7 A **joint tenancy** is where two people have signed the tenancy agreement and have joint and several liability. This means that they have equal responsibility for maintaining the tenancy, including the payment of rent in full. Joint tenants are both entitled to live in the home and cannot legally exclude the other without a court order.

3.8 A **surrender of a tenancy** is where we agree with the tenant to end the tenancy, for example that a fixed term tenancy can end early.

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3.9 Some of these definitions may vary in local authority nominations agreements but we will seek to establish consistency with the above approach where opportunities arise.

4.0 Our approach

4.1 The key principles of our approach are to:

- Be transparent, consistent and fair about the types of tenancies we offer
- Create sustainable tenancies and communities whilst minimising the time that properties remain empty between each letting
- Issue tenancies which are compatible with the purpose of the accommodation and the needs of individual households
- Offer our tenants who have been moved into temporary accommodation, due to redevelopment or other works to their home, a tenancy with no less security of tenure on their return to settled accommodation
- Explain to applicants and tenants the types of tenancies we give and any decisions we make about their tenancy, verbally and in writing
- Provide information to all new tenants on the consequences of signing a tenancy to ensure that their rights and obligations are carefully understood
- Be explicit about the conditions for ending a tenancy at sign up and subsequent tenancy reviews.

4.2 We offer the most secure form of tenure that is compatible with:

- The purpose of the accommodation and any support service required
- The needs and aspirations of individual households
- Creating sustainable communities
- Making the most efficient and appropriate use of our housing stock.

4.3 We make sure all tenancies are created and terminated legally, with requests for joint or sole tenancies dealt with in a

consistent manner.

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4.4 When a tenant requests to change their tenancy from either joint to sole, or sole to joint, we will signpost them to seek independent legal advice about the implications of such a change and the process involved. If we have had previous alerts of domestic abuse, we will also signpost tenants to relevant domestic abuse services.

4.5 We will only offer a tenancy to those who can provide evidence to confirm they have the Right to Rent as defined under the provisions of the Immigration Act 2014. Any person with a time limited Right to Rent may be offered housing but will be subject to a follow up check when this expires.

4.6 We will not offer an assured tenancy to an applicant who has been granted limited leave to remain in the UK, or who can provide evidence to confirm that they have applied for an extension of their leave to remain in the UK if it has expired – we will instead offer an assured shorthold tenancy.

5.0 Tenancy types

5.1 We use a range of occupancy agreements including but not limited to:

- Assured periodic tenancies
- Assured shorthold fixed term tenancies
- Assured shorthold periodic tenancies
- Licence agreements

5.2 All rights and responsibilities are set out in our occupancy agreement. The terms of the agreements vary according to the type of agreement.

5.3 We grant residents who have been moved into alternative accommodation during any redevelopment or other works an occupancy agreement with no less security of tenure on their return to settled accommodation.

5.4 We offer occupation agreements in line with specific lettings plans, agreements, or scheme requirements where these are in place.

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5.5 If residents or prospective residents aren't happy with the length of tenancy or the type of occupancy agreement offered, we will follow our Complaints Policy. We must make sure we let homes quickly and efficiently. Therefore, we will not hold an offer of accommodation during the complaint. We can offer advice and assistance in this circumstance.

6.0 Social Housing – general needs

6.1 We have a limited supply of social housing which are offered to people on lower incomes at a subsidised rent through nominations agreements with local authorities. Depending on the property we offer an assured periodic tenancy or an assured shorthold fixed term tenancy:

- To our general needs tenants
- When a social or affordable rent tenant of another registered provider or local authority, with an assured or secure tenancy, moves to one of our social or affordable rented homes

Assured periodic tenancy

6.2 Our assured tenancies are offered as 'periodic' (following any starter period), which means it's a lifetime tenancy providing no tenancy breaches occur.

Assured shorthold fixed term tenancy

6.3 A fixed term tenancy (FTT) is an assured shorthold tenancy with a fixed minimum period. We offer fixed term tenancies where required by nomination or development agreements or specific schemes aimed at short term accommodation.

6.4 We expect tenants on FTTs with a suspected breach of tenancy to engage with us and provide information and documentation as requested. Where a tenant fails to do so, we may decide to not grant another tenancy on the basis of the information available.

6.5 Where we decide not to issue a new tenancy upon the expiry of a fixed term tenancy, we will clearly state the reasons why this decision has been made. This decision will be made on a case-by-case basis according to consideration of the following factors:

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- There is a change in circumstances and the tenant is under occupied by two or more bedrooms, the property is overcrowded or the property has been adapted and there are no household members who require the adaptations, providing the tenant has been offered a suitable alternative property.
- There has been a breach of the tenancy agreement. We will follow our relevant policies and procedures (such as those relating to rent arrears, unauthorised occupancy and antisocial behaviour), and where this has failed to address the breach of the tenancy agreement, we will end the tenancy.

6.6 We will provide reasonable information, advice and assistance about housing options to those households who we have chosen not to issue a new tenancy to, at the expiry of their current FTT.

6.7 We will give at least six months' notice where we decide to not grant a new FTT and will outline in writing the reasons for this decision.

Starter tenancy

6.8 This is an assured shorthold tenancy for an initial 12 months (the starter period). If there have been no issues with the way the tenant has complied with the tenancy, on written notice from us the tenancy will become an assured shorthold fixed term tenancy. We may extend the starter period for a further six months if the tenancy has not been managed satisfactorily by the tenant. Where we extend the starter period, we will give reasons and explain what action the tenant needs to take. The tenant has the opportunity to request an appeal.

6.9 We may offer a starter tenancy to:

- New social housing tenants

7.0 Supported and specialist housing

7.1 In some accommodation we can only offer a licence. This tends to be for shared accommodation. The type of licence will depend on the purpose of the accommodation. As with any other occupancy agreement, we outline all rights and responsibilities in the licence agreement.

7.2 Licences are a different form of occupation agreement and offer fewer rights to occupiers than tenancies. We use licenses in a variety of

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settings for instance (but not limited to) in our supported exempt accommodation.

7.3 We use both non-excluded and excluded licences. Non-excluded licences are covered by the [Protection from Eviction Act 1977](#) and the occupant can only be evicted by court order. Excluded licences are excluded from the [Protection from Eviction Act 1977](#) and do not require a court order for the occupant to be evicted. We will use excluded licences in hostel accommodation with shared cooking facilities, and where the law otherwise allows.

7.4 In some of our supported and specialist housing we may offer an assured shorthold tenancy (periodic or fixed term).

7.5 We use licences in these properties to enable the services to operate as designed and to ensure the safety of all occupants and the sustainability of the scheme. Wherever possible, residents will be given the same notice periods as they would have with tenancies.

7.6 We, and our Managing Agents, are likely to expedite termination arrangements if staff or residents are at risk, if relevant local authorities advise us to do so, or business viability reasons require it (for example, a lease is ending or we cannot let other rooms due to the behaviour of a resident).

8.0 Market and intermediate market rent

8.1 We will let market and intermediate market rent properties on a contractual monthly periodic assured shorthold tenancy where a possession order cannot be made to take effect within the first six months, unless there is a severe breach of tenancy. The tenant may not terminate the tenancy for at least six months without our consent.

8.2 Once the minimum term of six months has expired, the tenancy will run on a month-by-month basis, until written notice is given by either party.

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9.0 Moves to alternative accommodation (decants)

9.1 We will grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.

10.0 Vulnerability

10.1 We will make referrals to internal and external services as appropriate and take reasonable steps to address any vulnerability. We offer specialist sheltered housing, as well as adapted homes and homes designed for people with disabilities.

11.0 Information and assistance

11.1 We support tenants to remain in their homes, including offering appropriate information and assistance to help them meet their tenancy conditions, either directly or by referring them to a specialist advice agency. We only evict tenants where it is the most appropriate action to take or if we require possession of the property and we have met the legal requirements to do so.

11.2 We provide information to tenants when we give notice that we are ending their tenancy including helping them to access support from the relevant local authority, Citizen's Advice and other similar advice agencies.

11.3 If we decide to evict a tenant, we will consult them about informing the local authority housing advice service and homeless service. We may also notify social services if we decide to end the tenancy of a vulnerable tenant or if there are concerns about the welfare of any members of the household. Any third party referrals or notifications will be carried out in line with our Data Protection Policy and GDPR requirements.

12.0 Exceptions

12.1 On occasion we may offer a different type of tenancy as required by specific circumstances, e.g. where we have offered to assist with accommodating a tenant on behalf of another landlord, a section 106 agreement or to comply with local authority strategies.

12.2 Any tenancy offered outside of this policy has to be approved by an

Executive Director.

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12.3 We will always clearly explain what type of tenancy is being offered and the reason why we have made the decision as an exception to this policy.

13.0 Ending tenancies When a resident ends their tenancy (the following does not apply to licence agreements)

13.1 We understand that our tenants' circumstances can change, and they may want to move out of their home, ending their tenancy with us.

When this happens, we will make sure that the tenant's notice is legally valid, that their home is returned to us in good condition and that all their property is removed.

13.2 A Notice to end a tenancy must be signed by the tenant(s) and give at least four weeks' notice to be valid. If a tenant contacts us over the phone to say they are moving out, we will accept the start of the notice period from that date, but we still require a valid written Notice to Quit (NTQ) to be served. Tenants are responsible for paying rent until the NTQ expires and the tenancy ends.

13.3 For non-social housing tenants, internal transfers and partner agency agreements, the notice period in the relevant tenancy or occupancy agreement will apply unless we agree otherwise with the tenant.

13.4 Tenants who are transferring to another of our properties do not need to serve a Notice to Quit, we will agree a date to bring their old tenancy to an end. They will need to leave the home in good condition and remove all their belongings and furniture. We will make tenants aware that if there is an overlap of tenancies then they will be liable for rent on both homes until the previous tenancy has ended.

13.5 Keys must be returned to us by 12pm on the day after the tenancy ends. In cases where a tenancy ends on a weekend, the keys must be returned by 12pm on the following Monday. If not, we will continue to charge a weekly rent until all keys and fobs are returned. Keys can be returned to us earlier if the tenant moves out of the home before the end of the tenancy but rent will continue to be charged until the end of the notice period.

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13.6 When a tenant is transferring to another 3CHA property, all arrears and debt owed to us must be cleared before the tenancy is ended. In certain cases, such as a victim fleeing domestic abuse, we may allow a tenancy to be ended if a clear repayment arrangement has been made and is being kept to. If a tenant dies or abandons the home, we will attempt to recover the debt before we end the tenancy and if we cannot, will treat the debt as former tenant arrears.

13.7 Anything left in the property after the tenancy ends will be disposed of and any cost will be charged to the outgoing tenant.

13.8 The tenancy may also come to an end because of a relationship breakdown or domestic abuse. When this happens, we aim to handle the housing situation as sensitively as possible. We will try assisting tenants to resolve tenancy issues but will always advise them to get independent legal advice. We can set out the options that tenants have for rehousing following a relationship breakdown, but we do not provide legal advice. We also cannot advise non-tenants, for example, a nontenant partner or a household member, as we have no legal or contractual relationship with them.

13.9 There is no contractual right to separate housing where there has been a relationship breakdown. We expect the couple to attempt to agree between themselves who will live in the home or apply to the court for a decision. We will always follow court orders regarding separating or assigning tenancies.

13.10 If a spouse, civil partner, or joint tenant leaves the home, whether they are the tenant or not, we will not evict the other spouse or civil partner unless a Ground for Possession applies. Either joint tenant can also end the whole tenancy by serving a valid Notice to Quit. If this happens, we will contact both joint tenants to make them aware this has happened. If contacted about this option in advance, we will suggest legal advice is taken as married couples and civil partners have occupation rights not linked to their status as tenants.

13.11 We will not get involved when a tenant asks someone living with them to leave or takes legal action, unless we have been involved in resolving a domestic abuse case. This is because someone living with a sole tenant, such as a partner, has no legal right to stay in the property.

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13.12 The way we deal with ending tenancies in the case of the death of a tenant is covered in our Death of a Customer Policy.

13.14 We support tenants to remain in their homes, including offering appropriate information and assistance to help them meet their tenancy conditions either directly or by referring them to a specialist advice agency.

13.15 We will only terminate a tenancy and take possession action after all other alternatives have been explored.

13.16 Possession action may be taken if there has been a breach of the tenancy agreement. We will follow our relevant policies and procedures such as those relating to rent arrears, unauthorised occupancy, antisocial behaviour and domestic abuse. Where this has failed to address the breach of the tenancy, we will end the tenancy.

14.0 Appeals

14.1 A tenant may appeal in writing against the following decisions, providing the appeal is made within 21 calendar days of our decision being made:

- A decision to terminate their starter or fixed term tenancy
- A decision to extend their starter tenancy or probation period
- A decision relating to the length of the fixed term of their tenancy
- A decision relating to the type of tenancy offered. We will respond to an appeal within 21 calendar days of it being submitted.

14.2 The appeal is investigated by a manager who was not involved in the original decision and is more senior than the original decision maker. They will consider:

- Any serious circumstances we were not previously aware of when we made the original decision
- Whether there is a problem with how the original decision was made, for example, if we have not followed our own procedures
- Whether there is evidence of bias or prejudice.

14.3 Our appeal decision will be in writing, with no further right to appeal. The tenant can make a complaint against the way we handled

their appeal in line with our Complaints Policy.

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15.0 Joint tenancies

15.1 We will grant a joint tenancy to new tenants where the nomination, referral or direct application is made by two people who are living together as a married couple, civil partnership or are living together as partners, including same-sex partners. We will offer new tenants a sole tenancy where only one person has been nominated or referred to us.

15.2 We will grant a joint tenancy where both tenants are on the original application at sign up. Where there is only one named applicant, but two people forming a married couple, cohabiting couple or civil partnership on the notification we receive from the local authority, all other relevant eligibility criteria are met and we have 12 months' proof of residence for all parties, a joint tenancy may also be granted.

15.3 We will not grant joint tenancies to more than two people or to family members other than spouses or civil partners, unless exceptional circumstances apply.

15.4 Both tenants must be present at sign up of the tenancy for us to grant a joint tenancy.

15.5 We have no legal duty or right to grant or separate joint tenancies unless a court order is in place or we are asked to do so by the qualifying tenant(s).

15.6 If tenants request to create or dissolve a joint tenancy, we will advise them to get independent legal advice due to the changing legal position of joint tenancies.

15.7 We will not separate or create a joint tenancy at the request of tenants if there are arrears on the account. The arrears must be cleared before permission can be given. The exceptions to this are where the tenancy has been separated by a court order, in which case the arrears would pass to the remaining sole tenant, or where the tenancy is ending completely, and the arrears become former tenant arrears.

Sole to joint tenancies

15.8 We will enable a joint tenancy to be signed if an existing sole tenant applies to do so with a qualifying joint tenant. A qualifying joint tenant is a spouse or civil partner or partner, including same-sex

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partner, who can provide proof of co-habitation for 12 months or more. A qualifying joint tenant must also satisfy the right to rent.

15.9 Where we decide to use discretion to change a sole to joint tenancy, we will aim for at least one in-person one-to-one meeting to take place between a member of the Neighbourhood Team and the current tenant. This is a safeguarding measure to make sure that the tenant understands the implications of the change, and so that we can understand the situation behind the tenancy change and provide the necessary support.

15.10 We will not grant a joint tenancy where the tenant is in rent arrears (except for housing benefit) and has not maintained a payment plan for at least 12 weeks. This is because we grant joint tenancies by way of issuing a new tenancy agreement so there can be no outstanding rent or other current tenancy breaches at the point of signing a new tenancy.

Joint to sole tenancies

15.11 In most instances we cannot transfer a tenancy from joint to sole unless both parties agree and there is a formal deed of assignment.

15.12 Where only one tenant wants a sole tenancy, such as in relationship breakdown, we are unable to fulfil this without a Court Order.

15.13 We will aim for at least one in-person one to one meeting with the exiting tenant to be conducted by the Neighbourhood Team as a safeguarding measure.

15.14 As a matter of law, where a joint tenant dies, the surviving joint tenant will become the sole remaining tenant as long as they were living in the dwelling and remain living in the dwelling as their only or principal home. A joint tenancy can only be passed to the remaining other tenant. It cannot be given to someone other than the other joint tenant unless in the case of the death of both tenants and someone is eligible to succeed.

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15.15 Where one of two joint tenants serves an NTQ on 3CHA to end the tenancy, or a joint tenant serves an NTQ relinquishing the tenancy for both tenants, or there is an absent tenant, we may consider granting the remaining tenant a sole tenancy where no breaches of tenancy have taken place.

Ending a joint tenancy

15.16 If one joint tenant leaves, we cannot evict the other tenant unless a Ground for Possession applies.

15.17 Either joint tenant can end the tenancy for both tenants by serving a valid NTQ to us. The preference is for both tenants to sign the NTQ and we will aim to contact the other joint tenant to see why the notice has been served. This does not apply to fixed term tenancies. Where there is a fixed term tenancy, we will check the tenancy agreement. If there is a specific termination provision, then we will accept an NTQ signed by both tenants. If there is no provision, we will enter into a deed of surrender.

15.18 We will usually inform the other tenant if a Notice to Quit is served, unless this would put the tenant at risk in situations of domestic abuse.

Domestic Abuse

15.19 We will not usually re-house a departing tenant, unless they are at risk by not leaving the property, demonstrated by meeting the MultiAgency Risk Assessment Conference (MARAC) threshold.

15.20 Where we identify the tenant requesting a change between a joint or sole tenancy may be pressured to do so, we will recommend legal advice and refer to our Domestic Abuse Policy.

16.0 Household changes and adding household members

16.1 We will allow our tenants in general needs accommodation to add someone to their household profile as a household member for the purposes of transferring to another property.

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16.2 When we add someone as a household member this does not make them a tenant. To add someone to the tenancy, they must be added as a joint tenant.

16.3 We will only allow the following people to be added to our homes as household members:

- Dependent children (of the tenant and any other household members), where proof can be provided to demonstrate parental responsibility and the child stays there for at least four nights of the week for most of the year
- A tenant's partner - someone who is married to the applicant, or living in a permanent relationship with the applicant and can prove they have done so for at least twelve months, and does not hold a tenancy or own a property elsewhere
- Other immediate adult family member (e.g. mother, father, brother, sister) who can prove that they live with the household permanently and have nowhere else that is reasonable for them to live, or where the property is their permanent home but they are on a course of education that necessitates living away from home during term time
- Resident carers (if an existing household member needs care overnight, and this can be confirmed by a social care assessment).

16.4 We will not give consent to people who want to move into one of our properties where it would lead to overcrowding, except dependent children and resident carers where no other option is available.

Change of name

16.5 We ask tenants who change their name to provide evidence of their new name. We will accept the following:

- Government issued documents such as a passport or driving licence
- Certificate of marriage, civil partnership, or divorce / dissolution
- Confirmation from High Court if the change is via deed poll. **17.0**

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17.1 Assignment is the legal transfer of a tenancy. A tenancy can be assigned if:

- the law says it can be - a statutory or legal right, or
- the tenancy agreement says you can - a contractual right (this may require our permission).

17.2 An assignor is the tenant who passes on their tenancy. The assignee is the person taking over the tenancy.

17.3 An assignee will take on the rights, responsibilities, and terms of the assignor's tenancy (unless there are legal reasons that prevent this).

17.4 Where our permission to assign is required, we will not normally give permission to assign if the assignee is not eligible under our lettings criteria, or does not need the size and type of home, or where there is an existing breach of tenancy.

18.0 Squatters and illegal occupiers

18.1 A squatter is a trespasser - someone who has entered or remained on the property without the consent of the person entitled to possession, i.e. the tenant, or landlord.

18.2 An illegal occupier is a person who entered the property with the consent of the tenant and remains there following termination of the tenancy. This will include for example:

- Unlawful subletting
- A person remaining in the property following the death of tenant who has no entitlement to succeed
- A person who was an assured joint tenant but the other party gave us notice to quit to end the tenancy.

18.3 We will take action to evict illegal occupants from our property. Squatting is a criminal offence and those people risk being arrested if they do not leave the property.

19.0 Tenancy fraud

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19.1 Tenancy fraud occurs when a property is occupied by someone not legally entitled to live there or where the tenancy has been obtained fraudulently. We must ensure our homes are occupied by people with genuine housing need. With the shortage of social housing it's important we manage the risk of tenancy fraud effectively.

19.2 We treat tenancy fraud seriously and have a zero tolerance approach. We're committed to ensuring our homes are occupied by the people they were lawfully let to and protected for use by people with genuine housing need.

19.3 We will request the assistance of the local authority and/or the police to bring criminal charges against those who commit tenancy fraud and any related frauds.

19.4 We consider tenancy fraud to include (but may not be limited to):

- Sub-letting the whole of a property (whether for profit or not)
- Not residing in the property as their only or principal home
- Misrepresentation by a resident (or a person on their behalf even if the resident doesn't know) which results in the offer/assignment and acceptance of a property
- Selling the keys to a property
- False applications to succeed to a tenancy following the death of the resident.
- False applications to acquire or buy the property or to become a shared owner
- Applications for a person to become a joint tenant that contain false information
- Making an application for Right to Acquire or Right to Buy with false and/or misleading information.

19.5 If we have evidence of tenancy fraud we will take the most appropriate action considering the type and extent of fraud including:

- Conducting an investigation, including visiting unannounced

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- Eviction by seeking possession through the courts, unless the property has been abandoned in which case we might just take back possession without going to court
- Recovering any profits made from sub-letting the home
- Supporting the relevant local authority to prosecute those who sublet our homes or misrepresented facts to obtain a tenancy.

18.0 Equality, Diversity and Inclusion

18.1 We take the tenant's needs into consideration when granting and reviewing their tenancy agreement and provide reasonable adjustments to provide a fair and diverse service to meet individual needs. We make sure our decisions when allocating or reviewing a tenancy do not, directly or indirectly, discriminate on the grounds of any protected characteristic defined in the Equality Act 2010 or any other legislation.

18.2 When we are taking possession action to evict a resident or injunction in the case of ASB or access, the Public Sector Equality Duty S.149 of the Equality Act 2010 is engaged and we must take it into consideration. We therefore undertake proportionality and public-sector equality duty assessments when taking certain types of legal enforcement action.

19.0. Legislation and Regulation

18.1 The key relevant legislation which applies to this policy is:

- Regulator of Social Housing's regulatory framework and standards
- Protection from Eviction Act 1977
- Housing Act 1985, 1988 and 1996
- Landlord and Tenant Act 1988
- Family Law Act 1996 • Localism Act 2011
- Immigration Act 2014
- Homelessness Reduction Act 2017
- Domestic Abuse Act 2021
- Prevention of Social Housing Fraud Act 2013 • Localism Act 2011

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- Prevention of Social Housing Fraud Act 2013 • Matrimonial Causes Act 1973
- Rent Act 1977 12.

20.0 Responsibilities

20.1 The Executive Directors have overall responsibility for the maintenance, operation of and compliance with this policy and associated policies.

20.2 The Head of Operations is responsible for training and monitoring that this policy is followed.

21.0 Primacy

This is a policy document only and where there is any variation between the terms of any actual tenancy agreement, licence or occupation agreement, the terms of such tenancy agreement, licence or occupation agreement will prevail.

22.0 Review

We will review this Policy annually unless there are changes in law, regulation, guidance or operational issues that require an earlier review.

Policy name	Tenancy Policy
Version No.	V2
Approval date:	29/10/2024
Category:	Operations

Appendix 1

Tenures specifically offered in 3CHA as at December 2024

For all Supported Exempt Accommodation (this is all properties except those listed below):

We offer a Licence Agreement

For all our Social Housing stock, we offer:

A periodic Assured Tenancy for a maximum duration of 6 years

(This is the length of our lease with Milton Keynes Council)