

Tenancy Management Policy

Scope of Policy

This policy sets out how Platform Housing Group (the Group) will approach tenancy management.

Applicability

The policy applies to all customers who hold a tenancy with the Group.

1. Policy Statement

- 1.1 The Group is committed to providing decent homes and supportive and sustainable environments for those in housing need and recognises that the successful management of tenancies is key to delivering this commitment.

The policy aims to ensure that we comply with all relevant legal and regulatory frameworks and sets out the Group's approach to tenancy management.

2. Context

- 2.1 The context in which this policy is set is the Regulator for Social Housing's Regulatory Framework for Social Housing in England (as updated from time to time).

Other related documents include:

- Housing Act 1985
- Housing Act 1988
- Protection from Eviction Act 1977
- Defective Premises Act 1972
- Landlord and Tenant Act 1985

3. Aims and Objectives

- 3.1 This policy outlines our overall approach to tenancy management.

We will:

- Ensure there is consistency across the Group.
- Ensure we are transparent so that customers (within this policy we will refer to tenants as customers) understand their rights and responsibilities and our role as landlord.
- Work to ensure communities are sustainable and assist local authorities in carrying out their statutory housing functions.
- Minimise the time that properties are empty.

- Take a proactive approach to ensure that no individual or group is unlawfully discriminated against or treated differently as a direct or indirect result of our approach to tenancy management.
- Provide clarity on the circumstances in which we will grant each type of tenancy.
- Comply with the Regulator of Social Housing's Tenancy Standard.

4. Policy Outline

4.1 Rent Types

The Group predominantly operates two rent types. These are **Social Rents** and **Affordable Rents**. Depending on the rent type for a property we will normally identify this on the Tenancy Agreement used when letting the property.

These are:

- Starter Tenancy – social rent
- Starter Tenancy – affordable rent
- Lifetime Tenancy – social rent
- Lifetime Tenancy – affordable rent

In addition to these, the Group operates **Market Rent** and **Intermediate Market Rent**.

Please refer to our Rent Setting Policy for more information about how rents are calculated for our homes.

For **General Needs** accommodation we will offer an assured lifetime tenancy to those who have held a social tenancy immediately prior to the offer of rehousing with the Group. For everyone else we will offer an assured shorthold starter tenancy.

Where pre-existing contractual arrangements are in place that affect the tenancy type that can be offered (e.g., for example, under section 106 agreements or protected rights tenancies as part of stock transfer promises) this will take precedence over the commitments given in this policy, unless variations are agreed with the relevant local authority or partner to the contract.

Variations may also occur as part of Local Lettings Plans agreed with the local authority to address housing market issues particular to the area.

4.2 Types of Tenancies Granted

4.2.1 Starter Tenancy

This is a periodic assured shorthold probationary tenancy which runs for the first 12 months of the tenancy. The starter tenancy will generally be reviewed at 9 months and will convert to a lifetime tenancy (assured tenancy) on the first anniversary of the

tenancy provided that steps have not been taken to end the tenancy or extend the probationary period by up to a further 6 months.

4.2.2 Lifetime Tenancy

A lifetime tenancy is a periodic assured tenancy agreement that runs week to week or month to month.

4.2.3 Assured Shorthold Tenancy

We may use periodic assured shorthold tenancies as part of our Asset Management Strategy. Subject to regulatory and legal requirements, the Group may choose to grant assured shorthold tenancies where a decision is pending about the future use of a property (i.e., where the Group is seeking to decommission a low demand sheltered scheme, or where we do not own the property e.g., only have a lease that is fixed for period of time e.g., Empty Homes Programme).

4.2.4 Licences

We use licences for temporary moves (decants) and for use of our garages and car parking spaces. We also use licences for our foyer.

4.2.5 Protected Assured Tenancy

This tenancy is held by customers who have transferred to the Group under a Large Scale Voluntary Transfer (LSVT) and enjoy preserved rights as existed with their previous tenancy agreement. These types of tenancy are no longer issued by the Group but continue to exist.

4.2.6 Equitable Assured Shorthold Tenancy (Tenancy in Trust)

We would use this tenancy for customers who are under the age of 18. This is because, by law, a person under 18 cannot hold a legal interest in land. A trustee will hold the legal estate for the customer until the customer reaches the age of 18. On the customer's 18th birthday, we will execute a deed of assignment to assign the legal interest in the tenancy to the customer.

4.2.7 Market Rent Tenancy

Market rent tenancies are offered based on the market rent for that type of property within the area that it is located. They are offered on an assured shorthold basis for a period of 6 months where the tenant cannot end the tenancy unless there are exceptional circumstances. Once the six-month period has been completed the tenancy automatically becomes a periodic monthly tenancy.

Market rent customers must pay a deposit that is registered with the Deposit Protection Scheme.

4.2.8 Intermediate Rent Tenancy

Intermediate rent tenancies are affordable tenancies that are based on 80% rent of the market value. They are offered on an assured shorthold basis for a period of 6 months where the tenant cannot end the tenancy unless there are exceptional circumstances. Once the six-month period has been successfully completed the tenancy automatically becomes a periodic monthly tenancy.

Market rent customer must pay a deposit that is registered with the Deposit Protection Scheme.

4.3 Fixed Term Tenancies

The Group no longer offers fixed term tenancies. Existing tenancies are being converted to lifetime tenancies by completion of a review 9 months prior to the end of the fixed term tenancy.

4.4 Terms and Conditions of Tenancy

We communicate the terms and conditions within the tenancy agreement to all customers during our pre tenancy process, clearly and consistently, to ensure they are understood.

Where transferring customers have any additional protected rights, these additional rights are transferred through succession or assignment to a potential successor.

4.5 Access

The safety and wellbeing of our customers, and their family members, is very important to us. It is the customers' responsibility to report repairs and concerns.

We will respond to reports received in respect of repairs and developing issues that require attention but cannot do so if we are not aware of them. Whilst we wish to allow our customers to freely enjoy their occupation of the property, we have a legal right to inspect the premises, carry out repairs and hold legal duties to periodically inspect some fixed installations for safety compliance purposes, such as annual gas servicing.

Where access to the property is refused or denied, we will take appropriate legal action to obtain access to carry out the inspection which could be by means of a Notice of Seeking Possession or injunction. We will normally give at least 24 hours' notice but, more immediate access may be required in an emergency.

We reserve the right to charge customers for missed appointments.

4.6 **Lodgers**

The Group recognise that some customers may wish to take in a lodger.

Before taking in any lodger, customers must seek written consent and inform us, in writing, of the name, age and sex of the intended lodger and of the accommodation they will occupy.

We will not give consent to lodgers:

- in our retirement villages.
- in properties with specific eligibility criteria.
- where the maximum occupancy levels will be breached and/or where the lodger will not have a bedroom which they have sole access to.

4.7 **Subletting**

Customers are not permitted, under any circumstances, to grant a sub-tenancy for any part of the property. This means giving someone else the legal right to live in the property under a tenancy agreement and taking rent as a result of this.

4.8 **Joint Tenancies**

It is our policy to only grant a joint tenancy to two people when they are either married or in a civil partnership, via a joint application, or are in a relationship. Where a relationship break down occurs, either customer may terminate a joint tenancy by serving a valid Notice to Quit which will end the tenancy and the legal right to occupy for both joint customers. We may agree to an assignment from joint customers to a sole customer, based on the sole customer being able to sustain the tenancy.

Where we have a fixed term tenancy, both customers must formally end their tenancy before a new tenancy can be offered to the remaining customer. In all these circumstances our pre tenancy process will apply. Whilst a joint tenancy exists, both customers will be jointly liable for any outstanding debts or matters relating to the tenancy. The above cannot be considered where there are court orders or arrears on the tenancy.

The Group has no legal responsibility to grant either party to the tenancy a new tenancy in their sole name. Should we agree to grant a new tenancy to the newly single occupant this would be in the form of a new tenancy.

We do not permit intergenerational tenancies or joint tenancies to siblings or friends.

4.9 **Sole Tenancies**

We will allow a sole tenancy to become a joint tenancy where the proposed joint tenant is the sole tenant's spouse, civil partner or cohabiting partner. Where a fixed term tenancy exists, the tenant will be required to terminate the tenancy.

4.10 **Assignment**

Aside from in relation to joint tenancies as set out above, customers are not allowed to pass or assign on the tenancy except in the following circumstances:

- By way of a Mutual Exchange with a tenant of a Registered Provider.
- If ordered to do so by a court in matrimonial proceedings or in accordance with Schedule 1 of the Children Act 1989.
- Where there is a Preserved Rights Tenancy Agreement that allows the tenant to assign the tenancy to a qualifying successor.

In respect of Mutual Exchange, our written consent to the assignment must be obtained; this consent will not be unreasonably refused.

In respect of a court order, we must be notified of the change in writing and the details of the new tenant.

Save in furtherance of a court order, or a mutual exchange, the Group will allow one assignment per tenancy.

An assignment may be refused where there are court orders or arrears on the tenancy unless the assignment is further to a court order.

4.11 **Succession**

In the event of a customer's death, another member of the household may be able to take over the tenancy, provided that the existing customer did not:

- a) succeed to the tenancy.
- b) previously hold the tenancy jointly with one or more other people, and the tenancy passed into their name after one of those other people died (this is called survivorship).

Who, if anyone, is entitled to succeed will depend on the terms of the tenancy agreement and when it was granted.

All claims to succeed to a tenancy should be made in writing within one month of death unless there are special circumstances of which each case will be considered and reviewed separately.

4.12 **Survivorship**

If the tenancy agreement is in joint names and one of the joint tenants dies, the tenancy will continue with the surviving joint tenant as a sole tenant. This is called the “right of survivorship” and happens automatically on the date of death even if the joint tenant is no longer in occupation of the property.

4.13 **Statutory Succession**

The partner or spouse of the deceased who resided with the customer and occupied the property as their only or main home at the time of the customer’s death has automatic succession rights, provided there has not been a previous succession. Only one statutory succession is permitted.

4.14 **Contractual Succession**

A contractual succession is where additional succession rights have been included in the tenancy agreement. If there are any, these are usually only granted to a family member (other than a spouse, civil partner or partner) who lived with the customer in the property as their only or main home for 12 months prior to the customer’s death.

For the purposes of succession, family members are usually defined as: spouse, civil partner, parent, grandparent, children, grandchildren, siblings, uncle, aunt, nephew and niece, including step relations, half relations and illegitimate children, as well as persons living together as husband and wife or civil partners.

Not all of our tenancy agreements include a contractual right of succession. We will therefore read the individual tenancy agreement carefully to check if contractual succession rights exist, what the criteria are and any time restrictions on an application to succeed.

Where the applicant qualifies to a contractual right of succession:

- If the original tenancy was granted prior to 1st April 2012, a new tenancy agreement will be granted to the contractual successor.
- If the original tenancy was granted on or after 1st April 2012, the tenancy will vest in the successor. No new tenancy shall be issued, however written confirmation will be provided to the successor.

4.15 **Succession to a Minor**

A minor is a person aged under 18 years. If they meet the conditions for succession, they are legally entitled to succeed to a tenancy regardless of how young they are. We will always seek to find an adult to be the trustee to hold the legal interest of the tenancy until the minor reaches 18 years of age.

If the deceased customer had a will, then the executor will be the trustee automatically. If there was no will, we will speak to other adult family members or a social worker to ask one of them to act as the trustee. Where there is social services involvement, we will work with both the family and social services to try to ensure sufficient support is provided by the family. If no adult will agree to act as trustee, we will take legal advice about how to proceed.

4.16 **Discretion to Offer a Tenancy**

Where there is no statutory or contractual right to succeed, we are under no obligation to offer a spouse, partner or family member a tenancy of the deceased's property, or any other property. We will, entirely at our discretion, consider offering a new tenancy to an applicant if there are exceptional circumstances.

If a spouse or partner cannot succeed to the tenancy because there has been a previous succession e.g., to a former spouse, then a discretionary grant of tenancy would normally be considered either at the deceased's property or another property, provided the following minimum criteria are met:

- The applicant had lived in the property with the customer for the 12 months prior to their death as their only home and are able to provide supporting evidence of this.
- The property is not considered too large or too small for the applicant and their household, in accordance with our Lettings Policy, at the time of the request. If it is, we may consider suitable alternative accommodation if the remaining criteria are met.
- The applicant has sufficient income to pay the rent.
- The deceased customer had no rent arrears at the time of their death, no anti-social behaviour complaints against them (or their visitors or anyone living at the property) or other breaches of tenancy and had kept the property in a clean and well maintained condition.
- The applicant agrees to pay any arrears that have accrued since the customer's death.
- For other remaining family or household members who do not qualify to succeed the tenancy, we will normally expect the applicant to meet the following criteria before we consider whether to grant a tenancy on a discretionary basis either for the deceased's property or another property:
 - There has been no previous succession (e.g., an adult son or daughter who has no statutory or contractual right of succession who was living with their parent).
 - The deceased customer was a parent or legal guardian of the applicant.
 - The applicant has always resided in the property with the customer as their only or main home since the tenancy start date or their date of birth, whichever is more recent.
 - The applicant is 18 years of age or older but 16 and 17 year olds will be considered if there is a suitable guarantor in line with our Lettings Policy.

- The property is considered not too large or too small for the applicant in accordance with our Lettings Policy, at the time of the request. If it is, we may consider suitable alternative accommodation if the remaining criteria are met.
- the applicant has sufficient income to pay the rent.
- The deceased customer had managed the tenancy well, had no rent arrears at the time of their death, no anti-social behaviour complaints against them (or their visitors or anyone living at the property) or other breaches of tenancy, and had kept the property in a clean and well maintained condition.
- the applicant agrees to pay any arrears that have accrued since the customer's death.

For discretionary offers of a tenancy, the tenancy type offered will be in accordance with our Lettings Policy.

4.17 No Right to Succeed

In cases where there are no succession rights and there is/are remaining occupant(s), we will offer support and advice for them to secure alternative accommodation elsewhere.

Whilst this is on-going, the occupier(s) will not be our customer(s) but will be required to pay damages, equivalent to rent, for their use and occupation of the property. If the occupant(s) become our customer(s) of an alternative property, any debt accrued through the non-payment of use and occupation damages will be recoverable under the terms of any new tenancy. If these are not paid, we will rely on the appropriate ground of possession to take legal action.

4.18 Property Suitability

Where a succession is completed but the property is not deemed suitable for the successor, a transfer to another property may be offered. Examples of circumstance where the property may not be deemed suitable include where it will be under occupied or is adapted and occupants of the property do not require the adaptations.

If the transfer is not agreed, we reserve the right to serve notice on Ground 9 of the Housing Act 1988 to force a move to suitable alternative accommodation.

4.19 Abandoned Properties

We recognise that customers may not be at their home for a period of time for a variety of reasons. Our tenancy agreement states that customers must notify us in writing if they intend to be away from home for 28 days or more.

Where we believe that the customer(s) may have abandoned a property, we will take enforcement action in line with legislative requirements and follow our procedures to regain possession of the property.

4.20 Home Improvements

The Group recognise that customers may wish to improve their home to meet their own preferences or needs.

Any customers on a starter tenancy are not permitted to undertake any improvements or alterations until the tenancy becomes a lifetime tenancy. Assured shorthold customers also have no right to make improvements.

We will not unreasonably refuse permission for a lifetime customer to carry out alterations or improvements works provided the work is undertaken in accordance with the terms and conditions set out in the tenancy agreement and subject to approval from our Property Care Team with relevant consent.

Customers may be required to return the property to its original state upon the end of the tenancy.

Before completing any works to your home please read 'A Guide To Undertaking Your Own Home Improvements' available on our website or in paper version via our Contact Centre.

Customers retain responsibility for any safety or legal compliance requirements arising out of alterations or improvements unless, and until, approved and accepted by us in writing.

4.21 Properties with White Goods

A small number of our homes are provided with 'white goods' such as cookers and hob units. Where white goods have been 'gifted' to the customer at the commencement of the tenancy, the Group will ensure that the goods are compliant with legal requirements at the point of letting the property, but will have no further responsibility for the testing, repair and replacement of the goods.

The Group provides white goods in our adapted homes as part of the tenancy, these are in properties that have been ergonomically designed to meet the needs of the user. In these circumstances the Group is responsible for the testing, repair and eventual replacement of these goods. Where this is the case, it will be documented in the tenancy agreement at the time of letting.

4.22 Repairs

Customers must report any repairs required to us in a timely manner. Until we have been able to attend and make repairs, whether chargeable to the customer or not,

the customer is responsible for maintaining safety and any incidents or damage that results.

We will seek to recharge the customer if they fail to report a repair, and this results in an increase in the cost of the repair as a result of the delay. There are circumstances in which customers will be exempt from incurring recharge costs, details of this can be found in the Rechargeable Repairs Policy.

4.23 Adapted Properties

The Group has a number of properties that have been either purpose built or significantly adapted to meet the needs of customers who have physical disabilities.

Where that need is no longer required, it is important to ensure that this resource is fully used by those who need it, and the Group may request that the customer move to another suitable property to 'free up' the adapted property for another customer and/or family. If the transfer is not agreed, we reserve the right to serve notice on Ground 9 of the Housing Act 1988 to force a move to suitable alternative accommodation.

4.24 Properties Used for Emergency, Temporary and Permanent Rehousing (Decants)

4.24.1 Emergency Decant

This is when an unexpected event has taken place rendering the property uninhabitable and arrangements need to be made quickly. This could include another Group property, hotel, bed and breakfast accommodation, temporary accommodation through the local authority.

We will ordinarily assist our customers to secure suitable alternative accommodation in such circumstances. In some circumstances the Group's Building Insurer will assist with these costs but for all other situations the Group, unless the event is further to the wilful neglect or damage incurred by the customer or somebody who they are responsible for, will take responsibility for any costs incurred.

Where the event is further to the wilful neglect or damage incurred by the customer or somebody who they are responsible for, the costs will be the responsibility of the customer. In some circumstances their Contents Insurer may retain responsibility for the costs of alternative accommodation.

Where customers are staying in accommodation with no cooking facilities, we may contribute up to but not exceeding a payment of £25 per person per night to cover the cost of purchasing meals.

4.24.2 Temporary Decant

This could include major repairs to a home which will result in severe disruption to the customer if they remained in the property. Options are similar to those for an emergency decant.

If a customer moves to a temporary decant property owned by the Group and wishes to remain in the decant property then we would not unreasonably refuse the request.

For temporary decants, if we are required to move a customer to fulfil our landlord obligations, we will use a Decant Licence that does not provide any security of tenure. The customer will retain their main tenancy and rent will be charged at their principal address.

4.24.3 Home Loss Payments – Refurbishment, Regeneration and Disposal

In certain circumstances customers may be offered a permanent move through a new letting. This could be where, for example, a property is to be demolished as part of a redevelopment. In these situations, we will work with the customer to ensure their needs are met wherever possible. If agreement cannot be achieved, we may serve a Notice of Seeking Possession and commence legal action.

Customers who are permanently decanted may be eligible for Statutory Home Loss Payment. These amounts are fixed and set out by law in the Land Compensation Act 1973 and The Home Loss Payments (Prescribed Amounts) (England) Regulations, which were most recently updated in 2022.

To qualify, the customer must have an assured or secure tenancy and lived at the property for a minimum of 12 months.

The payment will usually be off set against any rent arrears.

For joint tenancies, one home loss payment will be shared between both customers.

If a permanent decant is a voluntary decision as a result of repair work, the customer will not be entitled to a home loss payment.

In addition, customers may also be eligible for a Disturbance Payment to cover the cost of moving. This is not a fixed amount.

4.25 Pets and Animals

We recognise that pets can bring many benefits to our customers.

Generally, permission is not required to keep a pet, however, in low rise flats, this is restricted to one cat or one dog only. We do not allow pets to be kept in our high-rise flats other than assistance dogs.

In schemes with shared living areas including lounges, kitchens, cafes and laundries, permission to keep pets will be required.

For the purposes of this section, low rise flats are blocks of flats with six floors or fewer and high-rise flats are blocks with seven or more floors (in both cases, this includes the ground floor).

If a customer chooses to have a pet, they are responsible for:

- Keeping it under control and not allowing it to cause a nuisance or annoyance.
- Cleaning up after it.
- Providing and maintaining any fencing or equipment needed to control it.
- Ensuring all dogs and cats are micro chipped.
- Repairs and redecorations resulting from damage caused to the property.

No pets or other animals should be permitted to cause a nuisance.

Animal breeding and/or selling is prohibited.

Customers are not permitted to keep, or allow in Group property:

- dogs listed under the Dangerous Dogs Act 1991; and/or
- any animals listed in the schedule of the Dangerous Wild Animals Act 1976.

Dogs in communal areas must be kept on a lead and must not enter children's play areas. Any fouling must be cleared immediately.

If there are reasonable concerns that a customer is not keeping to their tenancy conditions, we may set additional pet-related reasonable specific conditions.

Where we have concerns about the welfare of a pet, we will make referrals to animal charities such as the RSPCA.

We may commence legal proceedings to obtain possession of a customer's home if we receive any complaints about the pet which are proven, or there is evidence that the customer is not keeping to their tenancy conditions. We may seek an injunction to compel the customer to comply with their tenancy terms or cease pet related nuisance behaviour, which may include the removal of pets from their home.

4.26 Vulnerable Persons

We will take into account the needs of those households who are vulnerable, for example, by reason of age, disability or illness, and households with children, including through the provision of tenancies that give a reasonable degree of stability.

Where a customer has been identified as vulnerable, and where we have been asked, we will ensure they have access to additional support to help understand their tenancy and the review processes.

The Group's employees or other appropriate agencies may provide this support. Vulnerable Customers will be expected to engage with relevant support agencies to ensure they fully understand their tenancy obligations. Failure to engage may impact on whether their tenancy is continued. If appropriate, we will offer an extended period of time for any appeals.

More information can be found in the Group's Safeguarding Vulnerable Adults and Children Policy.

4.27 Use of Alerts

The Group will use alerts on our computer systems where we have identified a risk to our employees or a vulnerability, for example a customer has a disability which may result in it taking longer for them to answer the door.

We may also record on our systems when a customer has displayed aggressive or abusive behaviour towards our employees and in these cases we will inform customers of this in writing and keep the use of the warning marker under regular review. At the same time, we may commence legal action where there is a breach of the tenancy.

5. Equality and Diversity

- 5.1 We are committed to fairness and equality for all regardless of their colour, race, ethnicity, nationality, gender, sexual orientation, marital status, disability, age, religion or belief, family circumstances or offending history, as referred to in our relevant Group policies. Our aim is to ensure that our policies and procedures do not create an unfair disadvantage for anyone, either directly or indirectly.
- 5.2 Data protection and equality impact assessments have been undertaken in respect of this policy and which identified no negative impact on any person/group with a protected characteristic as a result of this policy.

6. Complaints

- 6.1 The Group aims to meet the needs of its customers by providing an excellent service. However, it is acknowledged that occasionally things go wrong and customers may wish to complain. Should the need arise to make a complaint, please refer to the Group's Complaints, Comments and Compliments Policy.

7. Monitoring and Review

- 7.1 The next policy review is scheduled for February 2026 and then every three years thereafter.
- 7.2 Approved documents are valid for use after their approval date and remain in force beyond any expiry of their review date until a new version is available.

8. Associated Documents/Policies

- 8.1 List of documents/associated policies/publications:
- Regulator of Social Housing - Tenancy Standard
 - Occupiers' Liability Act 1957
 - Defective Premises Act 1972
 - Landlord and Tenant Act 1985
 - Housing Acts 1985, 1988 and 1996
 - Housing and Regeneration Act 2008
 - Equality Act 2010
 - Localism Act 2011
 - Welfare Reform Act 2012
 - Homes (Fitness for Human Habitation) Act 2018
 - Asset Management Strategy
 - Lettings Policy
 - Safeguarding Vulnerable Adults and Children Policy
 - Customer Domestic Abuse Policy
 - Mutual Exchange Policy
 - Gas and Fuel Burning Appliance Safety Policy
 - Condition of Property Policy
 - Tenancy Fraud Policy
 - Neighbourhood Management Policy
 - Customer and Community Engagement Policy
 - Rent Setting Policy
 - Equality, Diversity and Inclusion Policy
 - Hate Crime Policy
 - Anti-Social Behaviour (ASB) Policy
 - Rechargeable Repairs Policy
 - Right to Buy and Right to Acquire Policy

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Customer Experience Panel:	Yes 06/02/2023
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DPIA completed:	Yes
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