

# Tenancy Management Policy

DESIGN HEADER TO INCLUDE POLICY NAME AND DATE RANGE

## INFORMATION

Policy Name	Tenancy Management Policy
Effective Date(s)	May 2024
Approved By	Customer Connect Panel on 21 February 2024 Risk and Compliance Group March 2024 Customer Services Committee May 2024
Approval Date	09 May 2024
Policy Owner/Dept	Aaron Hammersley: Head of Housing
Policy Author	Heidi Hewitt: Service Manager: Housing Operations
Review Date	May 2026
Policy Framework Ref	Tenancy Standard
Version Number	V2

## Version Control

Version	Date	Changes	Approver
V2.0	2.1.23	<b>Partial Review: Summary below</b>	
		<b>Reference</b> made to ending a tenancy on death of a tenant and serving of the <b>Public Trustee</b>	AH
		<b>Amendment</b> to advise that we will extend <b>starter tenancies</b> beyond the period of 6 months in exceptional circumstances, but no longer than 18 months to avoid failure with policy in these circumstances.	AH
		<b>Reference</b> to customers right to appeal following the decision to end the Starter Tenancy (AST).	AH
		<b>Introduction</b> of signing a License to Occupy ' <i>in lieu of succession</i> '	AH
		<b>Reference</b> to <b>Swaptracker</b> online portal for managing customers Mutual Exchange Applications	AH
		<b>Tenancy Fraud:</b> Reference made to checking all applicant's including <b>all</b> household members.	AH

Your Housing Group Strategic Priorities			
Safe	<input checked="" type="checkbox"/>	Viability	<input type="checkbox"/>
Landlord	<input checked="" type="checkbox"/>	Growth	<input type="checkbox"/>
People	<input checked="" type="checkbox"/>	Technology	<input type="checkbox"/>

<b>Relevant National Standards or Regulation</b>	<ul style="list-style-type: none"> <li>• The Homes and Communities Agency Regulatory Standards 2012</li> <li>• Governance and Financial Viability Standard</li> <li>• Home Standard</li> <li>• Tenancy Standard</li> <li>• Neighbourhood and Community Standard</li> <li>• Tenant Involvement and Empowerment Standard</li> </ul>
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<b>Relevant Legislation</b>	<p><b>This policy has referred to the following documents, whilst this list is not exhaustive:</b></p> <ul style="list-style-type: none"> <li>• Housing Act 1985</li> <li>• Housing Act 1988</li> <li>• Housing Act 1996</li> <li>• Housing and Regeneration Act 2008</li> <li>• Equality Act 2010</li> <li>• Immigration Act 2014</li> <li>• General Data Protection Regulations 2018</li> <li>• Localism Act 2011</li> <li>• Welfare Reform Act 2012</li> <li>• Prevention of Social Housing Fraud Act 2013</li> <li>• Homeless Reduction Act 2017</li> </ul>
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## 1. Purpose of the Policy

This policy sets out the types of tenancy Your Housing Group (**YHG**) will offer our customers and the circumstances in which we will offer them. The policy applies to new and existing customers and all YHG's housing provision.

## 2. Scope of the Policy

The policy is intended to support new and existing customers of Your Housing Group and is applicable to all Group stock. This policy details the principles which govern the following:

- Allocation of tenancies.
- The types of tenancies offered and in which circumstances.
- Joint tenancies.
- Tenancies granted to minors.
- Termination of a tenancy
- Death of a tenant.
- Succession.
- Left in Possession.
- Assignment.
- Mutual Exchange.
- Transfer.

- Abandoned properties.
- Tenancy Fraud.
- Subletting.

**YHG will:**

- Meet all applicable statutory and regulatory requirements in relation to the form and use of tenancy agreements or terms of occupation. We will also meet requirements set out in local authority nominations agreements, planning consents, deed titles, loan covenants or stock transfer agreements;
- Ensure tenancies are granted in a fair and transparent way;
- Offer tenancies or terms of occupation which are compatible with the purpose of the accommodation and make best use of our homes whilst taking customer needs and the sustainability of the local community into account; and we may; offer other types of tenancy agreement depending on the circumstances (of either the individual or the home) as set out in the policy detail.

### **3. Definitions**

**See Appendix 1 of this policy.**

### **4. Consultation**

In achieving the aims and objectives of the **Tenancy Standard** (and any subsequent **Consumer Standard** to replace this), consultation on this Policy has taken place with:

- Key Internal stakeholder across Housing Management Operational Teams.
- Members of the Customer Connect Panel.
- YHG Legal Panel, Customer Focus Groups, Risk & Compliance Group.
- Key internal stakeholders including Income Collection, Money Advice, Asset, Governance, and Risk & Assurance Teams.
- Customer Services Committee.

### **5. Background and Context**

The key aims and objectives of this policy are aligned to underpin our approach for new and existing customers to access housing across YHG.

YHG is committed to meeting housing need and works in partnership with local authorities to participate in relevant nominations arrangements and choice-based lettings schemes to meet housing need as defined in **Part 6 of the Housing Act 1996**.

In addition to setting out the types of tenancies we grant to new and existing customer/s (*tenants*), this policy also details our approach to managing changes to and ending of tenancies such as **Succession/Left in Occupation, Assignment, and Mutual Exchange**.

This policy also details YHG’s approach to tenancy management and ensuring tenancies are sustainable, and that we are proactive in dealing with abandoned homes and tenancy fraud. The types of tenancies we can offer, and the circumstances in which we can offer them, are largely determined by law and regulation.

This policy meets the legal requirements set out in the **Housing Act 1988**, which established **Assured Tenancies**, our main tenancy offer for social and affordable rented homes. It also meets subsequent changes in legislation and supports meeting the requirements set out in **Regulator of Social Housing’s Tenancy Standard**;

## **Tenure**

- Registered Providers shall offer tenancies or terms of occupation which are compatible with the purposes of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock.
- They shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.

This policy should be read in conjunction with the **Access to Housing Policy**.

## **6. Policy Detail**

### ***Our tenancy offer:***

YHG offer a range of types of tenancies and licences in different circumstances detailed in Section 6.1 below.

We will provide prospective customers with information about the type and terms of the tenancy or licence agreement they are offered.

### **We will explain:**

- The terms and conditions of their tenancy or licence, including their rights and responsibilities; and
- How to end their tenancy or licence.

### **6.1 Types of tenancies offered.**

#### ***6.1.1 Assured Shorthold Tenancy (converting)***

We will offer a **Periodic Assured Shorthold Starter Tenancy** to customers who do not currently hold a **Social Housing Assured or Secure Tenancy**. Starter Tenancies will be in place for a 12-month probationary period.

The tenancy will be reviewed and will convert to a **Periodic Assured Tenancy** after the 12 months has expired, unless there are unresolved tenancy issues concerning anti-social behaviour or other serious tenancy breaches.

Should this be the case; YHG may seek during the first 12 months to serve a **Notice Requiring Possession (NRP)** or may extend the starter tenancy period by a further 6 months. Further extensions past the 6 months may be put in place in exceptional circumstances, however, Starter Tenancies will not last for any longer than **18 months** in total.

Customers have the right to appeal against the decision to serve the above-mentioned notice and must request an appeal within 21 calendar days of receiving the letter advising them of our decision. The officer conducting the review will not have been involved with making the original decision and will be more senior than the officer making the original decision.

The outcome of the appeal is final, and no further appeals are allowed if we decide not to issue a Periodic Assured Tenancy. We will provide customers with advice on their housing options in that case. Once a tenancy has converted to an assured tenancy it can only be ended by YHG through obtaining a possession order through the County Court.

### **6.1.2 Affordable Rent Assured Shorthold Tenancy (converting)**

Affordable rents are social rented homes that are let at up to 80% of the market rent. The tenancy agreement operates the same as the Assured Shorthold Tenancy (converting) as detailed above in 6.1.1.

## **6.2 Tenancies offered to existing social housing tenants**

### **6.2.1 Assured Tenancy**

We will offer **Periodic Assured Tenancies (“Lifetime Tenancies”)** to existing YHG customers who already hold an **Assured Tenancy** when they move to another YHG home. This includes new tenancies created by a **Mutual Exchange**.

In the circumstances were a customer moves into a YHG home from another landlord, and previously held a **Secure Tenancy** with their previous landlord, they will lose the **Secure Tenancy** when entering a contract with YHG and will be offered an **Assured Tenancy**.

**Preserved Right to Buy (PRTB)** is only granted to previous council tenants of local authorities’ councils who were part of a stock transfer to YHG as their new landlord.

**PRTB** is indefinite and a personal right of the tenant, it does not matter how many times a customer moves as long as they remain with the same landlord and there is no gap in the tenancy. There is an exception to this if a move is pursuant to a court order. In most circumstances should the tenant move to another landlord they will lose the **PRTB**.

### **6.2.2 Secure (Lifetime) tenancies**

We will only offer a new **Secure Tenancy** to customers who already held a **Secure Tenancy** with YHG immediately before they enter the new contract. The exception to this is where the customer moves to a property that attracts an **Affordable Rent**. In those circumstances, a **Periodic Assured Tenancy** will be offered

### **6.3 Tenure offered in different circumstances.**

#### **6.3.1 Periodic Assured Shorthold Tenancies (non-converting)**

YHG has several schemes whereby we do not own the building but rent on a long-term lease arrangement. Customers offered a home at these schemes are granted an **Assured Shorthold Tenancy (AST)** which remains the tenure for the duration of the rental period and will not convert to an **Assured Tenancy**. This is based on the ownership of the building, and not the customers individual circumstances.

YHG would not seek to end the tenancy unnecessarily, and we would only seek to bring the tenancy to an end if the lease agreement were terminating and we were returning the building to the owners, or if the customer (tenant) breaches the tenancy agreement This list is not exhaustive and there may be other reasons not envisaged in the tenancy agreement which means it may come to an end.

There are other circumstances when we are unable, or we have decided that it is not appropriate, to grant **Periodic Assured Tenancies, Starter Tenancies** or **Secure Tenancies**.

This is usually for legal reasons or because awarding such tenancies would be incompatible with the purpose of the accommodation being offered.

**For example, customers who (*this is not an exhaustive list*):**

- Are living in supported accommodation;
- have limited leave to remain in the UK;
- are asylum seekers and we have been asked to provide housing by the local authority;
- are living in temporary accommodation for more than 6 months, such as '**move on**' accommodation; or
- are offered time limited temporary housing as part of a regeneration programme.

In these circumstances we will offer a **Periodic Assured Shorthold Tenancy** (a less secure form of tenancy).

### 6.3.2 Assured Shorthold Tenancy – Non-Social

For YHG's non-social housing properties we offer new customers **Assured Shorthold Tenancies**. These are granted across YHG's **private rented, keyworker and market rented portfolio**.

Customers renting this type of home retain the tenure of Assured Shorthold for the duration of the rental period.

The tenancy agreement converts to a **Periodic Tenancy** after the first 6 months but remains in essence, an **Assured Shorthold Tenancy** and **does not** acquire the rights of an **Assured Periodic Tenancy**.

### 6.4 Equitable Tenancies

#### 6.4.1 Tenancies for Minors

We will offer minors an **Equitable Tenancy** which will be held in trust by a **Trustee** until the customer is 18 years old. YHG **will not** function as Trustee, this is because minors are not allowed to hold a tenancy in law so they must have a trustee or guarantor. The relevant wrap around support would be expected to be place for as long as required to work towards a successful and sustainable tenancy.

New tenancies granted to minors will be an equitable version of the same type that would have been offered to an adult applicant (**Assured Periodic Tenancy**).

**The Trustee will be required to:**

**Sign a Deed of Trust agreeing to:**

- Hold the tenancy until the minor becomes 18 years old.
- Be liable for rent and hold responsibility for the tenancy.
- Accept service of notices on behalf of the minor
- Act in the best interest of the minor; and  
arrange a litigation friend to represent the minor in court if necessary.

The Trust will end, and the Equitable Tenancy will automatically convert to a standard tenancy when the minor reaches the age of eighteen. If it is a **joint tenancy** the **Equitable Tenancy** will end once the youngest joint equitable tenant reaches the age of eighteen. The only exception to this would be in cases of succession (where a family member contractually succeeds).

## 6.4.2 Licence Agreements including Excluded Licences

Licence Agreements including **Excluded Licences**, are predominantly used across our Supported Housing portfolio and/ or with certain employee accommodation.

An Excluded Licence gives no protection from eviction and would be used in some of our **Agency Managed** Schemes and some Supported Homeless Hostel Type Accommodation Schemes.

A **Licence Agreement** is not a tenancy but a **Licence to Occupy** and is used where the accommodation is let on a temporary basis and there is no intention to create a tenancy. Note in circumstances such as succession, there may be other reasons why a customer cannot live at the current home, i.e., risk to life.

Where we temporary rehouse someone when their main and principal home is in a state of repair deeming the home uninhabitable, or when letting a garage, the customer will sign a specific temporary tenancy agreement.

## 6.5 Assignment of Tenancy

Assignment is where an **existing tenancy** is transferred to another customer (**tenant**). Assignment will only be permitted where the tenancy agreement **specifically allows** for this as defined by legislation.

Any proposed assignment must be requested in writing and can only proceed with YHG consent. YHG will not unreasonably refuse to consent to an assignment. The only exception to this would be assignment due to a Court Order, in these cases YHG must accept the assignment.

YHG will review all applications for an Assignment of Tenancy to ensure the requested assignment is permitted by law, the tenancy agreement, and that there have been no previous assignments of the tenancy.

If it is deemed that the assignment is permitted, we will arrange for a home visit to understand if there are any reasons regarding the customer (**tenant**) or the property that may result in consent being refused.

**Requests could be refused for the following reasons (*this list is not exhaustive*):**

- The property has an age criterion of which the proposed assignee does not qualify;
- the property has been specifically adapted for the existing customer or household member, and as such the assignment would result in the new tenant not being able to live in the home;
- the proposed assignment would result in statutory overcrowding
- the proposed assignment is deemed unaffordable by the assignee following an affordability assessment;



- there are outstanding rent arrears;
- the assignee is not deemed to be eligible for assignment in accordance with our **Access to Housing Policy or Charitable Status;**
- the property is in poor condition.

Approved assignments of tenancy will be confirmed in writing. A new tenancy agreement will not be provided, and no new tenancy is entered into as the tenancy is transferred and the assignment completed through a deed of assignment.

## 6.6 Mutual Exchange

Mutual Exchange is where two or more customers within social housing transfer their tenancies through assignment. Customers wanting to Mutual Exchange must identify the customer they wish to exchange with and apply online.

YHG is a committed member of the national **Mutual Exchange** scheme, **Homeswapper**, that facilitates searching for exchanges for customers across England. Access is available to all YHG customers free of charge where they can register and search for an exchange. Our mutual exchange application process is managed online via **Swaptracker** up to the point of the exchange taking place.

YHG will review the request for mutual exchange and will decide if customer/s are eligible to apply. Customers must hold an **Assured Tenancy** (i.e., any assured shorthold starter period must have elapsed) and they must have resided at their current property for **12 months or more**.

**Mutual Exchanges** can only be refused subject to specific grounds. These grounds are contained in **Schedule 3 of the Housing Act 1985**.

The decision to either approve, refuse, or approve conditionally will be provided to the customers in writing. Examples of when an exchange may be approved subject to conditions would commonly be when there are existing rent arrears or alterations to the property which would require resolution prior to approval being given.

## 6.7 Tenancy transfer

YHG are currently developing a non-urgent **transfer waiting list**. YHG will only arrange a transfer internally if there is an urgent housing need that is posing a serious and detrimental risk to the customer or someone living in the household. Existing customers who wish to transfer on a non-urgent basis should apply to the local authority housing scheme or choice-based lettings scheme in the area in the first instance.

## **6.8 Ending of Tenancies - Death of a Tenant**

### **6.8.1 Succession/Left in Occupation**

Succession is when a tenancy is transferred on the death of a tenant to a qualifying person. The right of succession is a legal right as defined in the **Housing Act 1988** and can depend on the type of tenancy and the terms within the tenancy agreement that apply.

It is important to understand if there have been any previous successions, whether the proposed successor is living in the property, how long they have lived there for and their relationship to the tenant. In the case of **Secure/Protected Tenancies** the **Housing Act 1985** will apply and there may be further **Statutory Rights of Succession**.

The proposed successor will be required to provide evidence in support of their request. Once all information has been received YHG will seek to make a decision at the earliest opportunity. There is no new tenancy created with a succession and the tenancy effectively passes to the successor.

In certain circumstances where the succession of tenancy has been conditionally approved it could be deemed that the current home is not suitable for the successor and/or a member of the household. In these circumstances alternative accommodation will be considered and offered, and the customer will be issued a temporary **License to Occupy** in the existing home until an alternative and more suitable offer of accommodation is found.

**Examples of when this may occur are as follows (*this list is not exhaustive*):**

- The home has been specifically adapted and the new customer or anyone in the household would not require these adaptations.
- The home is in an age restricted scheme and the new customer does not meet the age criteria.
- The home would be under occupied.

If the request to succeed the tenancy is not approved and YHG does not consent to the continued occupation of the applicant, we will seek to provide advice and assistance to the applicant to obtain alternative rehousing, however, the applicant may be required to vacate the property and return the keys. The tenancy may be ended through the appropriate legal route.

### **6.8.2 Joint tenancies**

If the deceased customer was a **joint tenant** and there have been **no** previous successions, the remaining joint tenant will succeed the tenancy. This is known as survivorship and qualifies as the first **Succession**. The surviving tenant shall be treated as a successor.

### 6.8.3 Sole tenancies

If we are made aware of the death of a tenant, we will make every effort to contact the personal representatives/next of kin. If the deceased customer was a **sole tenant**, we will request a copy of the death certificate from the personal representatives of the deceased. Rent liabilities remain payable from the estate of the deceased until the tenancy is ended.

There are circumstances where the **Next of Kin ("NOK")** can provide evidence of the death certificate immediately and statutory acknowledgement that they are or will be acting as the **Personal Representative** of the deceased (**sole tenant**) and request that we end the tenancy, and they will clear the property of personal possessions.

On receipt of such requests and ensuring there is no risk of future legal challenge to YHG, we may agree with the NOK on receipt of the legal evidence, a date for the tenancy to end at the property and keys to be returned.

Where we are serving a **Notice to Quit** this will be issued concurrently to the **Public Trustee** and to the **Personal Representative** delivered to the property. Once the notice expires the tenancy ends and YHG will take steps to regain possession of the property (this could include issuing legal proceedings).

YHG will not relet the home until such time the **Public Trustee** has advised their investigations are closed and we can legally let the home to a new customer.

### 6.9 Abandonment

YHG will proactively investigate where we believe a home to be abandoned and/or is not being used by a customer as their main and principal home. Abandoned homes have a detrimental environmental impact on the neighbourhood and existing customers. Therefore, it is important that in these circumstances appropriate action is taken to end the tenancy and re-let the home to a customer in housing need.

Investigations will be undertaken to understand if the property has been abandoned. If it is determined that there is evidence to suggest the property has been abandoned, this will be approved by a manager and a **Notice to Quit** will be issued. Once the notice expires and the tenancy ends, YHG will take appropriate action to regain possession of the home of which could include ending the tenancy or may include formal legal possession proceedings.

### 6.10 Identity and Tenancy Fraud

In tackling tenancy fraud, YHG will respond appropriately to ensure we understand who we are letting our properties to and who occupies our homes.

Measures will include confirming the identification of new customer/s including everyone in the household moving group, completing the viewing with the prospective customer, and completing two home visits within the first 12 months in accordance with our **Starter Tenancy** process. We will ensure we are proactive, initiative-taking and take appropriate enforcement action in any established case of tenancy fraud.

### 6.11 Subletting

Our homes are provided for the use as a customer’s main and principal home and subletting is not permitted, for the whole or part of the property. There are some exemptions to this with older tenancy agreement of which permission must be granted by YHG.

Where exemptions do not apply YHG will proactively investigate any allegations of subletting and will take appropriate enforcement action where this is identified.

## 7. Responsibilities under this Policy

All YHG staff responsible for the tenancy management and allocation of YHG properties are required to adhere to this policy. Any request to deviate from the principles of this policy requires escalation for review and approval consideration to the Regional Service Manager and Head of Housing.

The Head of Housing is responsible for the overseeing the implementation of this policy.

## 8. Risk Management

The headline risks associated with this policy are:

Risk Description	Risk Impact
Failure to comply with statutory requirements and rules and guidance issued by the Government and their departments	Regulatory intervention, legal action, adverse publicity, and potential financial impact on the organisation
Failure to proactively manage our housing stock due to ineffective investigations and delays	Increase in rent arrears and impact on our neighbourhoods of abandoned and empty homes

## 9. Data Protection, Record Storage and Retention

YHG understands that confidentiality is important to customers and will treat all information relevant to each customer in the strictest confidence.

We approach the protection of personal data in a comprehensive manner in line with the Data Protection Principles of the UK General Data Protection Regulations (UK GDPR) and the Data Protection Act 2018 (DPA) (collectively referred to as the Data Protection Legislation).

YHG's Data Protection Policy will also be adhered to in following this policy during our allocations and lettings and tenancy management activities. We will collect, store and process personal information of our existing and potential new customers, (applicant/s) and recognise that the correct and lawful treatment of this data is necessary to provide for the continuance of successful business operations and maintain confidence in YHG.

Any personal information relating to applicants and customers is stored on YHG systems which are compliant with the principles of GDPR and YHG's Document Retention Policy.

## **10. Equality and Diversity**

This policy meets the requirements of the equality impact assessment and is compliant with the requirements of the Equality Act 2010.

This means that we will not discriminate against customers on the grounds of their age, disability, gender reassignment, marriage or civil partnership status, pregnancy or maternity status, race, religion or belief, sex, or sexual orientation.

Your Housing Group will only participate in allocations schemes that are compliant with the Equality Act 2010 and which offer fair access to housing for all applicants. We assess our policies and provision of services to make sure all decisions are in accordance with the requirements of the Equality Act 2010.

We will on request, provide translations of any documents, policies and procedures in different languages and other formats to suit requirements and support reasonable adjustments for easy access to our service.

## **11. Communication**

This policy will be stored on YHG's intranet and will be communicated to all staff involved in the allocations and lettings and tenancy management processes. The policy will also be made available on YHG's website to provide easy access for customers and our partners.

## **12. Learning and Development**

YHG is committed to putting arrangements in place that ensure effective training of all staff.

This policy and the procedures that support it will be the subject of a mixed platform of training across YHG and include all stakeholders. This training will be bespoke to the individual stakeholders and include:

- Team Briefings, for those who need to be aware of it but not actively involved in the delivery.
- On the job training, for those who need to adhere to this policy and use the accompanying procedures in their daily roles.
- Regular Toolbox refreshers, for those using the procedures.

### **13. Performance Management of this Policy**

We will use the following non-exhaustive list to measure and monitor our performance with a continued focus on service improvement:

- Provision of KPI measures linked to operational performance.
- Monitoring our performance and compliance with our allocation of vacant homes, Mutual Exchanges, and tenancy management activities.
- Number of complaints relating to our service offer and applying any learning or service improvements from customer feedback.
- Customer satisfaction measures with our service and service style.
- Monitoring of compliance through operations management controls such as compliance check list and audit samples of allocations and tenancy changes made.

### **14. Review of this Policy**

YHG will review the Tenancy Management Policy every 2 years or sooner if required to do so driven by statutory, regulatory, or best practice requirements; and/or the need to update following reviews of other Group wide policies.

The Head of Housing will be responsible for updating the policy.

## Appendix 1 – Definitions

<p><b>Equitable Tenancies</b></p>	<p>A minor cannot hold a legal tenancy, but the law of equity (a specific set of legal rules) allows for the tenancy to be held in trust for the minor until he or she becomes an adult. This tenancy is called an Equitable Tenancy.</p>
<p><b>Periodic Assured Shorthold Tenancy</b></p>	<p>The Housing Act 1988 introduced the Assured Shorthold Tenancy for use in the private sector.</p> <p>Unlike the Assured Tenancy, the Assured Shorthold Tenancy only offers security of tenure for an initial period of six months. This means that after this time a possession order can be obtained without the need to prove grounds for possession.</p>
<p><b>Periodic Assured Tenancy</b></p>	<p>A tenancy designed for the private sector which was introduced by the Housing Act 1988. These tenancies were offered to housing association tenants after 15 January 1989.</p> <p>These tenancies are used by Registered Providers who give additional rights to their tenants by adding contractual terms. These additional rights are set out in the Housing Act 1988. However, they do not offer the ‘Right to Buy’ unless this is part of a stock transfer agreement (in which case, some tenants may have the ‘Preserved Right to Buy’).</p> <p>This tenancy offers security of tenure which means that a landlord is required to obtain a court order and prove grounds for possession if they wish to end this tenancy. It is sometimes referred to as a type of “Lifetime” tenancy.</p>
<p><b>Periodic Secure Tenancy</b></p>	<p>A tenancy granted to housing association tenants before 15 January 1989.</p> <p>These tenancies are governed by the Housing Act 1985 and offer the same rights as secure tenants renting from a local authority but with two main differences;</p> <ul style="list-style-type: none"> <li>(i) they do not have the ‘Right to Buy’ and</li> <li>(ii) they are subject to the Fair Rent scheme under the Rent Act 1977.</li> </ul> <p>This tenancy offers security of tenure which means that a landlord is required to obtain a court order and prove grounds for possession if they wish to end this tenancy. It is sometimes referred to as a type of “Lifetime” tenancy.</p>
<p><b>Starter Tenancy</b> <b>(Periodic Assured Shorthold Tenancy which converts to a Periodic Assured Tenancy)</b></p>	<p>The first twelve months of the tenancy is an Assured Shorthold Tenancy which, on successful completion of the first year, automatically converts to an Assured Tenancy.</p> <p>The starter period can be extended for a further six months, making a total of eighteen months.</p>

	The primary use of starter tenancies is to tackle anti-social behaviour, but it can be used to address other serious breaches of tenancy.
<b>Assignee</b>	The proposed new tenant that the tenancy would transfer to.
<b>Assignment</b>	The legal process for transferring a tenancy to another tenant or adding a tenant to an existing tenancy.
<b>Succession</b>	Where the tenant dies, the right to transfer a tenancy through statute and the terms of the tenancy agreement to the remaining tenant (in cases of joint tenancies) or to a partner or family member (in the cases of sole tenancies).
<b>Notice to Quit (NTQ)</b>	The legal notice that a landlord serves to start the process of bringing to an end a tenancy in cases where the property is abandoned or when a tenant has died and there are no personal representatives.
<b>Licenses</b>	This gives a person permission to remain in a property on a short-term basis. A licensee has no security of tenure.

## 15. Related Documents

<b>Document Type</b>	<b>Name</b>
<b>Connected Policies and Procedures</b>	<b>Access to Housing Policy</b> <b>Succession Procedure</b> <b>Ending Tenancy on Death Procedure</b> <b>Equality, Diversity, and Inclusion Policy</b> <b>Data Protection Policy</b> <b>Data Privacy Notices</b> <b>Allocations &amp; Lettings Procedure</b> <b>Management Move Procedure</b> <b>Neighbourhood Management Policy</b> <b>Domestic Abuse Policy</b> <b>Safeguarding Policy</b> <b>Adaptations Policy</b> <b>Voids Standard / Lettable Home standard</b> <b>Repairs Policy</b> <b>Rent Policy</b>
<b>Forms and Letters</b>	<b>Housing Application Forms: Housing Tenancy Changes</b>
<b>Leaflets/Publicity Material</b>	<b>Tenancy Management Standard</b>



<b>Training Materials Available</b>	<b>Associated guidance notes to supplement procedures will be made available for all operational teams.</b>
<b>Intranet/ Website Page</b>	<b>Youzzle will be updated as a policy brief.  The policy will be accessible via YHG's Intranet and Website for colleagues, customers, and external stakeholders.</b>

## Checklist

(To be completed as far as possible by the Policy Author before submission for quality checking by Policy and Research Lead prior to Risk and Compliance Group)

<b>Policy Name: Tenancy Management Policy</b>	
<b>Version No: V2.0</b>	<b>Effective Date: March 2024</b>
<b>Status: Partial Review</b>	
<b>Previous Policy Name (where appropriate) N/A</b>	
<p><b>Brief Summary of Changes from Previous Version:</b></p> <p><b>Partial Review:</b></p> <ol style="list-style-type: none"> <li><b>Reference</b> made to <b>Public Trustee</b> and not reletting until permitted to on death of a tenant.</li> <li><b>Amendments</b> to advise that we will extend <b>Starter Tenancies</b> beyond the period of 6 months in exceptional circumstances, but no longer than 18 months to avoid failure with policy in these circumstances.</li> <li><b>Reference</b> to customers right to appeal following the decision to end the Starter Tenancy (AST).</li> <li><b>Reference</b> made to signing a <b>License to Occupy</b> for customers requiring an alternative offer of accommodation on succession approval.</li> <li><b>Reference</b> to <b>Swaptracker</b> online portal for managing customers <b>Mutual Exchange</b> Applications</li> <li><b>Tenancy Fraud:</b> Reference made to checking all applicant's including all <b>household members</b>.</li> </ol>	
<b>Internal Consultation Groups:</b> <b>Customer Focus Group (CFG): 19.2.24</b> <b>Customer Connect Panel (CCP): 21.2.24</b>	<b>Customer Consultation:</b> <input checked="" type="checkbox"/>
	<b>Date of Customer Consultation: 13.02.2024</b> <b>Customer Consultation Brief Details:</b> <b>CFG:</b> As this policy is an existing policy customers felt that all the key points were addressed and provided no areas for recommendation. <b>CCP: 1.</b> Amend the policy to confirm whether 21 days or 21 calendar days. Policy well received.
<b>Link to Consultation Document(s):</b>	
<b>Date Initial Equality Impact Assessment Undertaken: 13.2.24</b>	<b>Equality Impact Assessor name(s):</b> Dave Lovatt Carly - Anne Greenwood Dianne Roscoe
<b>Date Full Equality Impact Assessment Undertaken:</b>	
<b>Brief Outline of any Changes Recommended from EIA:</b> No recommendation suggested for the policy.	
<b>Data Protection/ GDPR Implications:</b> <input type="checkbox"/>	
<b>Brief Outline of Data Protection/GDPR Implications:</b> There are no DP or GDPR implications following review of this policy.	

<b>Legal Implications:</b> <input type="checkbox"/>	<b>Legal Panel Consulted:</b> <input checked="" type="checkbox"/>	<b>Date:</b>
<b>Risk Implications:</b> <input type="checkbox"/>	<b>Risk Logged on Datix:</b> <input type="checkbox"/>	<b>Date:</b>
<b>Resource Implications</b>	<b>People:</b> <input type="checkbox"/>	<b>Finance:</b> <input type="checkbox"/>
	<b>Asset:</b> <input type="checkbox"/>	<b>Other:</b> <input type="checkbox"/>
<b>Brief Summary of how Resource Implications have been addressed:</b>		
There are no resource implications as result of this policy review, implementation with be treated as BAU.		
<b>How will communication on this Policy take place:</b>		
Email/ Face to Face Training		
<b>Policy Owner: (Department)</b> Aaron Hammersley	<b>Policy Author:</b> Heidi Hewitt	
<b>Policy Signed Off by: (service manager or sponsor):</b> Aaron Hammersley	<b>Date:</b> 21.2.24	
<b>Policy Quality Checked by Policy and Research Lead:</b> Vicky Byrne	<b>Date:</b> 21.2.24	
<b>Policy Approved by Risk and Compliance Group:</b>	<b>Date:</b> 19.3.24	
<b>Policy Approved by <i>Customer Services Committee</i>:</b>	<b>Date</b>	