

## **Uttlesford District Council – Tenancy Policy 2012**

### **1. Background**

1.1 This tenancy policy fulfils the requirements of the Localism Act 2011) to have a tenancy policy. This policy has been developed with due regard to the West Essex Tenancy Strategy. It has also been subject to consultation with tenants and Members of Uttlesford District Council.

### **2. Context**

2.1 This Policy outlines Uttlesford District Council's approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions. The policy sets out:

- i. The type of tenancies we will grant and the circumstances in which we will grant tenancies of a particular type.
- ii. The circumstances in which fixed term tenancies will not be renewed
- iii. The use of Affordable rents

### **3. Aims of the Policy**

3.1 The aims of this policy are to:

- i. To act to support and sustain tenancies;
- ii. Supporting the development of new homes and sustainable communities across Uttlesford;
- iii. Make the best use of the available social housing stock, including tackling under-occupation, and making best use of adapted housing for those with a disability.

### **4. Sustaining Tenancies**

4.1 We will ensure that all new tenants are provided with clear information concerning the terms of their tenancy agreement and of the consequences of failing to keep to those terms.

4.2 We will intervene at an early stage when we become aware of breaches of tenancy agreements. Following investigations, we will seek to ensure that tenants receive appropriate support to help them keep their home. Residents in supported and sheltered housing will have a support plan identifying the type of support needed and these will be reviewed regularly. We will refer vulnerable residents in general needs housing to floating support services or other support services where applicable.

4.3 Where tenants have rent arrears, we will seek possession only where all preventative methods such as financial inclusion advice have been reviewed and exhausted.

### **5. Taking account of the needs of vulnerable residents**

5.1 An equality impact assessment (EIA) has been undertaken on this policy, taking account the different strands of diversity. The EIA will be reviewed whenever this policy is reviewed. The EIA will be available on the Uttlesford Council Website

## **6. Type of Tenancy to be Granted**

6.1 We will provide new tenants with a written agreement (a Tenancy Agreement) that sets out their rights and responsibilities and our rights and obligations. This will be fully explained at the sign up interview.

6.2 We will grant all new tenants a one year introductory tenancy followed by a 9 year fixed term tenancy on all Uttlesford three or more bedroom properties and any other property that has been extensively adapted.

6.3 On all Uttlesford District Council properties other than those in 6.2 we will grant Introductory Tenancies to all our new tenants, in accordance with our Introductory Tenancy Policy, including properties let at Affordable Rents. Introductory Tenancies will run initially for twelve months. Should there be no breach within the first twelve months of this tenancy, this will automatically convert into a Secure Tenancy. Details of our use of Introductory Tenancies are set out in our Tenancy Agreement, along with the arrangement for appeals.

6.4 We will grant Secure Tenancies to new tenants on all types of permanent accommodation where they already have security of tenure, i.e. they already have an Assured or Secure Tenancy. These could be applicants who are transferring from within Uttlesford Council or from a Registered Provider or have completed a mutual exchange.

6.5 Where Uttlesford District Council properties are let as emergency temporary housing, such as in cases of homelessness, tenants will be granted Non – Secure temporary tenancies.

## **7. Ending Fixed Term Tenancies**

7.1 Where a fixed term tenancy has been granted the tenancy will be formally reviewed not less than 6 months before it is due to end.

7.2 The criteria for not renewing a tenancy at the end of the fixed term will be as follows

- i. Under occupation – if the tenant is under-occupying the accommodation (when taking into account people required to live with the tenant e.g. family members and not lodgers), then a secure tenancy will be offered on a suitable smaller property, providing all of the other requirements for the allocation of a property are met.
- ii. Overcrowding – if the tenant is statutorily overcrowded in the accommodation then a fixed term or secure tenancy will be offered on a larger property, providing all of the other requirements for the allocation of a property are met.
- iii. Properties with major adaptations - if there is no-one in occupation who is in need of these adaptations then a further fixed term or secure tenancy will be offered of an alternative property of a suitable size, providing all of the other requirements for the allocation of a property are met.
- iv. Conduct of tenancy – If the tenant or a member of their household has committed serious acts of anti-social behaviour or any other serious breach of their tenancy conditions, including rent arrears greater than the equivalent of 8 weeks rent, a possession order has been granted or a Notice of Seeking Possession has been served which has not expired.

7.3 If any of the criteria above apply but there are special circumstances, including where tenants are active foster carers or where a tenant or a member of their household has a terminal illness or a disability a further fixed term tenancy of 2 years may be granted to monitor the special circumstances.

7.4 If it is decided, as a result of the tenancy review, that on expiry of the tenancy a new fixed term tenancy will not be granted, written notice advising the tenant of this will be served at least 6 months before the expiry of the tenancy in accordance with Section 107 (D) of the Localism Act 2011. The notice will contain the reasons for the decision and notify the tenant of their right to request a review and the time within which a request may be made. Should a tenant seek a review and it is dismissed, the landlord will be able to seek possession of the property.

7.5 If a tenant disagrees with the decision reached not to renew their fixed term tenancy, they may appeal this decision. The appeal process will be as follows:-

- i. The appeal can be made any time from the serving of Notice until the end of the fixed term tenancy.
- ii. The appeal must be in writing stating all the reasons on which the appeal is based and providing documentary evidence where appropriate.
- iii. The appeal will be made to the Assistant Director of Housing and Environmental Service or their equivalent.
- iv. Tenants will be signposted to independent agencies to assist them with making an appeal.

7.6 No less than six months in advance of a tenancy being terminated Uttlesford Council officers will offer advice and assistance to help the tenant find alternative housing. This will include:-

- I. working proactively with the tenant to assist them to explore their options for alternative housing
- II. signposting/referring them to relevant support agencies

### **Affordable Rents**

8.1 We will grant Tenancies let at Affordable Rent for our new build homes. The use of affordable rent is to ensure that we can continue to provide new affordable housing to respond to on-going housing needs. Affordable rents will be set in line with guidance published by the Homes and Communities Agency and in accordance with Uttlesford's Rent and Service Charge Policy. These tenancies will be clearly marketed as such.

### **9. Succession Rights**

9.1 These are as detailed in our Tenancy Agreement.

9.2 Succession Policy for tenants whose tenancy started before 1 April 2012 are as follows:-

- i. If you are a sole tenant and are married then your spouse will automatically succeed to the tenancy provided he or she is living in the property at the date of your death. If you are not married or are separated and your spouse does not live in the property then if a close relative (as defined by the Housing Act 1985) is living with you at your death and has been living with you for the whole of the twelve (12) months immediately before your death then that person will automatically succeed to the tenancy. These provisions do not apply if you acquired the tenancy yourself upon the death of another person. In such a case no-one can succeed and the tenancy will come to an end. If the successor is a close relative (not your surviving spouse) we may require the successor to move to a smaller property if the existing property would be under-occupied.
- ii. If you are joint tenants then on the death of either of you the tenancy will automatically pass to the survivor

- iii. Wherever there is a change in the identity of the tenant on death (either because of a succession referred to in sub-paragraph 9.2.i above or because the property passes to a surviving tenant as referred to in sub-paragraph 9.2.ii) there can be no further succession to the tenancy
- iv. Subject to very few exceptions a secure tenancy may not be assigned. Some of the permitted exceptions give rise to a situation where the person taking the tenancy will be deemed to have succeeded to it so as to prevent the possibility of a further succession occurring

9.3 Succession Policy for tenants whose tenancy started after 1 April 2012 are as follows:-

- i. If you are joint tenants then on the death of either of you the tenancy will automatically pass to the survivor.
- ii. Wherever there is a change in the identity of the tenant on death, either because of a succession as referred to below or because the property has passed to a surviving joint tenant there can be no further successions to the tenancy.
- iii. The following provisions do not apply if you acquired the tenancy yourself upon the death of another person. In such a case no-one can succeed to the tenancy and the tenancy will therefore come to an end.
- iv. If you are a sole tenant and are married, in a civil partnership, or living with a partner as if you were married or in a civil partnership, then your partner will automatically succeed to the tenancy provided he or she is living in the property as their only or principal home at the date of your death.
- v. If at the time of death your spouse or partner is not living with you then an immediate family member who is living with you will be allowed to succeed to the tenancy. This is providing they meet all of the succession rules set out under the Housing Act 1985 Part IV, have been living in your household as their only or principal home for at least the **three** years preceding your death and are judged to be in housing need as defined by the council's allocations policy.
- vi. If an immediate family member is eligible to succeed but the property is under-occupied they will be made one offer of suitable alternative accommodation. If the successor tenant refuses to move, then the Council would take Court action to seek possession under Ground 15A of Schedule 2 of the Act.
- vii. If there is more than one family member who is eligible to succeed, in the absence of agreement between the parties who should succeed, the Council will decide who should succeed to the tenancy. There can be no joint succession.
- viii. Subject to a very few exceptions a secure tenancy may not be assigned. Some of the permitted exceptions give rise to a situation where the person taking the tenancy will be deemed to have succeeded to it so as to prevent the possibility of a further succession occurring.

## 10. Policy Review

10.1 The policy shall be reviewed on 1<sup>st</sup> April 2014 and then at intervals of no longer than 5 years from the date of the last review.

## **11. Associated Policies**

11.1 The following policies have relevance to this Tenancy Policy:

- i. Allocations/lettings policies
- ii. Affordable rents policy