



HONEYCOMB  
GROUP

# Tenancy Policy

## Tenancy Policy

Who's this for?	Honeycomb Group – Staffs Housing
Version control – document status/implementation date	Final V.1 To be implemented August 2024
Consultation with stakeholders – please list	Leadership Group; Neighbourhood Managers; Head of Homelessness, Housing & Complex Needs; Head of Domestic Abuse; Customer Reading Group
Equality impact assessment if applicable & date	29 August 2024
Data Protection Assessment (by DPO) & date	Completed 23 July 2024 by DPO
Date created	May 2024
Last revised/updated	Revised outdated policy – updated and includes tenancy fraud and tenancy sustainment
Review required	3 years from approval date
Owner (Executive Lead)	Executive Director of Operations
Approved by Executive Team	Executive Team approved 31 July 2024
Approved by Customer Services Committee	Customer Services Committee approved 15 August 2024

### 1. Introduction and purpose

This policy provides a summary of the types of tenancy which we may use, how changes to a tenancy may occur during the tenancy, and how a tenancy may end. The Executive Director of Operations is responsible for this policy and ensuring it complies with legal and regulatory requirements.

### 2. Policy statement

We aim to:

- Make the best use of our available housing stock to meet the needs of new and existing tenants and ensure that the valid tenant is in occupation.
- Provide a high-quality service to manage tenancies within our neighbourhoods and communities.

- Work with neighbourhoods, communities and partners to find the most appropriate resolution to accommodation issues they face so that communities feel engaged and empowered.
- Work with our partners to provide sustainable neighbourhoods and communities in the areas where we own homes.
- Provide consistent and clear information to enable customers to understand our policies and procedures and who to contact with any query.
- Have regard to the desirability of stability of home life and have regard to issues of vulnerability whether by reason of age, disability, or illness, as well as the specific needs of households with children.
- This policy is compliant with the Tenancy Standard requirements as part of our commitment to demonstrating compliance with the Consumer Regulations Standards.

Staffs Housing's (SH) tenancies provide security of tenure that supports the sustainability of housing schemes, neighbourhoods and communities in which we work.

SH customers have a tenancy agreement suitable for the purpose of the home they occupy.

Honeycomb Charitable Services (HCS) (brands **Concrete** and **Glow**) owns properties and manages homes on behalf of SH, other social landlords and private landlords. Customers living in properties owned by SH but managed by Concrete or Glow will have a Concrete or Glow tenancy/licence agreement. This policy is a SH policy only and the information provided relates to SH customers only. This Policy does not cover customers living in a SH property on a Glow or Concrete Tenancy or Licence Agreement.

### 3.Types of agreements used by Staffs Housing

**Secure Tenancies** are a housing association tenancy granted before 15 January 1989 and will be granted in the following circumstances to:

- Secure tenants who transfer to another property owned by SH, including management priority transfers such as domestic abuse, hate crime.
- Tenants assigned a secure tenancy by way of a mutual exchange.
- Sitting tenants who have a protected tenancy from another landlord granted before 15 January 1989.
- Persons who succeed to a secure tenancy.
- Persons granted a secure tenancy under a property adjustment order or through other Family Law legislation.

### 4. Starter tenancy

A **Starter tenancy** is an assured shorthold tenancy that runs for an initial term of 12 months. After 12 months, Staffs Housing has the option to

convert the tenancy to an assured periodic tenancy or to terminate the agreement. Or will write to customers to extend the period of the Starter Tenancy if there have been concerns about the customer not meeting the terms and conditions of their starter tenancy. The starter tenancy period can only be extended up to a maximum of 18 months.

The main difference between a starter tenancy and an ordinary assured tenancy is that SH can end the tenancy after 12 months if the terms of the tenancy have not been adhered to by the tenant. This may be used in the case of tenants responsible for anti-social behaviour (ASB) or who have accrued rent arrears and where we would otherwise start possession proceedings.

In these cases, SH may issue a notice to terminate the tenancy and possession will be obtained on the mandatory ground that the tenancy was ended by service of the notice.

In most cases, when tenants keep to the terms of their tenancy, the tenancy will be automatically converted to an assured tenancy at the end of the 12-month period. Any future breach of tenancy will be dealt with on the same basis as other tenancies.

Starter tenancies will be used for new general needs tenancies with the following exceptions:

- Current SH tenants who transfer to another property
- Nominees from a local authority or applicants, who have previously held a tenancy for 12-months or more.

These tenants will be granted ordinary assured tenancies.

## 5. Assured tenancies

**Assured tenancies** are when a starter tenancy converts to a permanent tenancy, and it becomes an assured tenancy that will run for the lifetime of the tenant/s.

For all independent living and extra care housing schemes new tenants will be granted assured tenancies unless there are special reasons to grant an assured shorthold tenancy (such as when a prospective leaseholder is offered a temporary tenancy due to a delay in the process of purchasing the property).

Assured tenancies will be granted to new social housing tenancies when starter tenancies are not used.

## 6. Assured shorthold tenancies

**Assured shorthold tenancies** will be used in the following circumstances:

- Starter tenancies.

- Market rent homes.
- Letting intermediate rent homes – for example where the long-term plan is to offer these homes for sale or shared ownership.
- Where the accommodation is available for a fixed period such as leased properties in Living over the Shops (LOTS) schemes.
- To house homeless applicants on a temporary basis to assist a local authority or housing association where there are reasons for granting short-term housing for a temporary period.
- Where SH is managing stock on behalf of another landlord, and they have requested this type of agreement is used.
- If the County Court grants a Demotion Order ending a secure or assured tenancy; it will be replaced with a demoted tenancy. This might arise when SH takes action under its anti-social behaviour policy.
- Where SH allocates a tenancy to a 16-17-year-old person. Because property law prevents housing associations granting legal tenancies to people under the age of 18 the legal status of the tenancy will be an 'equitable tenancy'; in effect the legal title will vest in the Staffs Housing until the individual reaches 18 years of age. A tenancy will only be awarded to a minor where a comprehensive support package has been agreed. When the person attains 18 years of age, the tenancy will be reviewed and converted to a starter or assured tenancy.

## 7. Licence agreements

**Licence agreements** provide a temporary right to occupy a property without the same security of tenure as a tenancy agreement. SH may agree to their use in shared and supported accommodation where the managing agents retain a right to enter the customer's home to provide support, wellbeing checks, care or the supervision of customers. Please see Decant Policy where licence agreements may be used.

## 8. Joint tenancies

SH will usually grant **joint tenancies** where the application for accommodation includes more than one adult. It will also consider requests to assign or grant joint tenancies in place of sole tenancies; or to grant sole tenancies in place of joint tenancies, subject to the circumstances of the request and the conduct of the tenancy. Where there is a breach of tenancy conditions, or if it will result in under occupation of the property, a request may be declined.

## **9. Supported housing and managing agents**

SH works with a range of partner agencies to provide specialist management and support services to individuals with a range of housing and support needs. SH grants permission for the managing agent to grant SH tenancies or licences on its behalf.

Customers will be granted an assured tenancy, assured shorthold tenancy or licence agreement dependent on the nature of the accommodation and support provided.

## **10. What happens after the death of a tenant**

The death of a tenant is a distressing time for persons left in occupation and those dealing with the property of the tenant, and we will seek to deal with matters in a sensitive and efficient manner. Where an individual is wishing to exercise rights or make any application after the death of a tenant, and SH does not already have satisfactory evidence regarding the death of the tenant, the individual will be required to provide a copy of the tenant's death certificate.

## **11. Succession**

Succession is a statutory right of an individual (under a prescribed set of circumstances) to take over an assured or secure tenancy on the death of a tenant.

The right to succeed is a legal right defined in the Housing Act 1988, as amended by the Localism Act 2011. Succession rights of all SH Tenants are contained in the detail of the Tenancy Agreement (please refer to the Succession Policy for further details).

## **12. Termination of tenancy through death**

Where there is:

- (i) no application to succeed;
- (ii) no application under the left in occupation process;

AND

- (iii) the tenancy has not devolved by will or intestacy (i.e. there is no known next of kin)

SH will seek to establish the status of the home, including:

- Whether there are any occupants who are in the process of moving out and when they are due to leave.
- If there are furnishings, fittings and contents when they are due to be removed.
- When any keys to the property will be returned by key holder.

We work to a four-week period for the return of the keys. There is flexibility around this period due to the difficult circumstances when a death occurs. Rent will be charged until the keys are returned to SH.

In order to terminate the tenancy of the deceased tenant we will serve the appropriate notice on the property and on the Public Trustee. Once the notice expires, we will take steps to recover possession of the property (which may include issuing legal proceedings).

### **13. Trespassers and people left in occupation after tenant vacates**

Sometimes the person in occupation of a SH property may not be the tenant.

Except for where the tenant has died (which is dealt with separately in this policy under 'Process after Death of Tenant') this may arise in two situations:

(1) 'Left in occupation' - where a person who has been allowed into a SH property by the tenant remains after the tenant has left and whilst the tenancy of the tenant is continuing.

(2) 'Trespassers' - where a person has entered or remained in an SH property without the consent of the tenant (this includes where the tenant has terminated their tenancy leaving someone in occupation) or entered such a property without the consent of SH where there is no tenancy.

In all cases where it is established that the tenant has vacated the property SH will seek to resolve the ongoing occupation of the property quickly whilst ensuring that any remaining occupants who are vulnerable are offered appropriate support.

SH will take steps to ensure that, if the tenancy of the tenant who has vacated is continuing, it is lawfully terminated.

Once the tenancy has been terminated, no further payment of rent will be accepted until the ongoing occupation of the property is resolved (although SH may require any remaining occupants to pay damages during their period of occupation of the property). SH will seek to resolve the ongoing occupation of the property during any termination notice period; however, this will not always be possible.

### **14. Assignment**

Assignment is the transfer of a legal interest in a property to another party. SH will **not** allow tenants to assign their tenancies except in the following circumstances:

- Assignment by way of mutual exchange (see Mutual Exchange Policy).
- When assignment of a tenancy is awarded by a court order.
- Assignment is awarded to a person who would have succeeded to

the tenancy if the *secure* tenant had died (statutory right).

- Assignment will only be allowed in circumstances defined by statute and permitted under the terms of the relevant tenancy agreement.

Any proposed assignment will require our consent in writing, except where the assignment is required by virtue of a court order.

A tenant wishing to assign their tenancy must put a request in writing to Honeycomb Group.

We must transfer the tenancy to another party where this is required by a court order. A sealed copy of the court order will be required.

### **15. Lodgers**

SH may allow tenants to take in a lodger(s) provided that SH's permission is obtained, and provided that:

- It is not an Assured Shorthold Tenancy
- Overcrowding does not occur
- There is no other breach of the tenancy conditions by permitting the lodger

The tenant is responsible for the lodger's behaviour.

### **16. Shared ownership and long leases**

SH will grant leases to shared owners which comply with the regulator's expectations and funding requirements.

### **17. Tenancy fraud**

We take steps to ensure that we know who we are letting our properties to and that those people occupy our properties. Steps include:

- Confirming the identity of prospective tenants
- Signing up new tenants to their tenancy agreement
- Home visits during the first year of the tenancy and at intervals thereafter, including settling-in new tenancy visits within six weeks of tenancy start date.
- Conducting tenancy audits after the sign-up of the new tenant, ID checks confirmed, and the right to rent a property in the UK confirmed
- Taking enforcement action in the event of tenancy fraud



coming to light

- Keeping our practices and procedures under review so that we are well placed to identify and tackle tenancy fraud

We will also publicise our approach to tenancy fraud on our website and via our newsletters.

## **18. Tenancy sustainment**

We support our customers as much as possible to sustain their tenancies.

An eviction will only be used when all reasonable alternatives have been considered.

We will offer advice and support when signing tenants up for new tenancies and ensure that they are informed about their rights and obligations.

Throughout the tenancy, we will offer advice and assistance on financial matters, particularly where customers may be experiencing difficulties with rent payments.

This may include help with benefits and financial budgeting. We will also refer customers to other agencies who can support them to sustain their tenancy.

In the event of eviction action, we shall support and signpost our customers to other partners and agencies who may be able to help them. We will record the support we offer to customers to evidence this.

## **19. Abandoned properties**

On occasion it may come to our attention that a property appears to have been abandoned.

Abandoned properties may have a negative impact on the surrounding community and SH will try to minimise the time a property is empty.

Where a tenant is suspected of abandoning a property, we will take steps to ensure the property is secure.

We will carry out checks to seek to establish whether the tenant remains in occupation of the property or whether the tenant has an intention of returning to the property.

Reasonable steps will be taken to try to contact the tenant.

If these checks reveal that the tenant(s) is not occupying the property and has no intention of returning to it, a notice to quit to terminate the tenancy

will be served.

If no contact is made by the tenant, and the tenant does not return to the property, once the notice expires SH will take steps to recover possession of the property (which may include legal proceedings).

## **20. Right to review**

Any customers dissatisfied with any aspect of services provided by SH will have the opportunity to seek redress through our Complaints Policy.

## **21. Diversity and inclusion**

SH will not discriminate against anyone on grounds of their race, colour, ethnic or national origins, religion, sexual orientation, disability, gender or age.

We will take into account the needs of vulnerable households and households with children both within this policy and in its application.

Households may be vulnerable for a variety of reasons including age, disability or illness. Taking into account the needs of vulnerable people and people with children may involve providing tenancies with a reasonable degree of stability, taking into account their needs when considering any changes to the tenancy and (upon the death of the tenant) giving consideration to their needs when deciding whether further tenancy rights should be granted.

## **22. Data protection**

For processing, storing and sharing the personal data associated with this policy, we will ensure that it is carried out in accordance with current data protection legislation (UK GDPR and Data Protection Act 2018).

## **23. Monitoring and review**

We carry out effective monitoring of the services we provide in an effort to develop and improve the services we offer.

The data we collect will be used to ensure regulatory compliance, to measure our performance against our strategic objectives and to report to our Board as and when required.

The policy will be reviewed every three years or earlier if legislative / regulatory or service requirements change.

## **24. Linked policies and procedures**



Allocations and Lettings Policy  
Allocations and Lettings Procedure  
Starter Tenancy Procedure  
Domestic Abuse Policy  
Decant Policy

**August 2024**