TENANCY POLICY

(Revised September 2024)

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| **CURRENT DOCUMENT STATUS** | | | |
| Version | V2 | Approving Body | Assistant Director of Housing |
| Date |  | Date of formal approval | November 2024 |
| Author | Performance and Insight Manager | | |
| Location |  | | |
| Date of next review | November 2025 | | |
| **VERSION HISTORY** | | | |
| Date | Version | Author / Editor | Comment |
| 10/09/2024 | V2 | Performance and Insight Manager | Amended following consultation with External legal team |
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| **EQUALITY IMPACT ASSESSMENT RECORD** | | | |
| Date | Type of assessment completed | | Completed by: |
| 31/10/2024 | Initial | | Performance and Insight manager |

1. **Introduction**
   1. The Localism Act (2011) enabled local authorities to influence and decide on its tenancy management framework and how tenancies should be offered and managed. Mansfield District Council’s (MDC) position is that secure periodic (lifetime) tenancies offer the best level of security for its social housing tenants. The Council therefore commits to issuing only secure periodic tenancies to its social housing tenants unless in exceptional circumstances.
   2. The Tenancy Policy is in line with national requirements as set out in the Localism Act (2011) and the Housing Act (1985) which all registered providers of social housing must follow.
2. **Purpose and scope**
   1. The purpose of this policy is to ensure that current and future tenancies within MDC are managed consistently.
   2. The policy will provide information on:

* The kinds of tenancies we grant,
* The circumstances in which we grant a tenancy of a particular kind,
* Where we grant tenancies for a certain term, the lengths of the term,
* The circumstances in which we will grant a further tenancy, where the existing tenancy is coming to an end, and clear guidance on the appeals procedure,
* Succession rights,
* Mutual exchanges.
  1. In addition, the policy clarifies how MDC will:
* Support tenancy sustainment,
* Prevent unnecessary eviction.
  1. This policy will apply to all customers who hold a tenancy with MDC.

1. **Policy Objectives**
   1. The objectives of this policy are to:

* Meet the requirements of the Tenancy Standard set by the Regulator for Social Housing (RSH),
* Support the delivery of MDC’s Vision, ambitions and priorities as set out in “Towards 2030, A Strategy for Mansfield”.

1. **Legislation and Regulation**
   1. MDC is required to comply with, and give due regard to, statutory requirements and codes of guidance in relation to its granting and management of tenancies including:

* Regulatory framework for Social Housing - Tenancy Standards,
* Housing Act 1985 and 1996,
* Equality Act 2010,
* Localism Act 2011.

1. **Types of Tenancies**
   1. A brief description of the types of tenancies MDC will grant is set out below:

**Introductory Tenancy**

* 1. An Introductory Tenancy is a type of a ‘trial’ tenancy. This tenancy has a probationary period of 12 months, which can be extended by another 6 months (totalling 18 months). Introductory tenancies have fewer rights than secure tenancies and are designed to enable social landlords to end these if the tenant breaches conditions of their tenancy during their first year (or up to eighteen months where the initial period has been extended) of being a tenant.

**Secure Tenancy**

* 1. A Secure Tenancy is where the tenant can live in the property for the rest of their life, as long as they don’t break the terms of the tenancy. An Introductory Tenancy will automatically convert into a Secure Tenancy, so long as there have not been any breaches of the tenancy conditions – more information is detailed at 5.6 – 5.7 below.

**Changes to Tenancies**

* 1. Tenancies can be changed in a several different ways, below is the information on how this can happen:

**Introductory tenancies converting to secure tenancies**

* 1. All new MDC tenants will be offered an Introductory Tenancy. This will enable us to provide, support and help residents with sustainment from the start of their tenancy. This will also enable us to deal with any breaches of tenancy quickly, easily and protect other tenants, staff or contractors and the local community.

NB: ‘New tenant(s)’ are people who have received an offer of housing under Part VI of the Housing Act 1996 and are not already secure tenants of a Council elsewhere.

* 1. After 12 months, Introductory Tenancies will automatically convert to a Secure Tenancy unless:
* A notice of seeking possession has been served or a section 128 notice (notice of proceedings of possession),
* A notice to extend the Introductory Tenancy by a further six months has been served. The Introductory Tenancy can only be extended once.
  1. In cases where a decision is made to serve a notice to terminate a tenancy (where courts can grant mandatory possession) or issue a notice to extend an Introductory Tenancy, the tenant will be offered the right to request a review of the decision, under s128 (notice) s125B (extension) of the Housing Act 1996.

**Demoted Tenancy**

* 1. Demoted tenancies allow MDC to apply to court for a demotion order to reduce the security of tenure for an existing Secure tenant due to their behaviour, or the behaviour of a household member or visitor to their home who has caused a nuisance or annoyance due to anti social behaviour. A demotion order is usually in place for 12 months, but can be extended for to 18 months.
  2. The Demotion Order provides a serious warning to the tenant, with the ultimate sanction of swift action to evict if necessary. It also removes a number of tenancy rights, but for this to work promoting these loses in security is necessary. If they stop causing problems, they can regain a higher level of security and rights after the probationary period. The scheme provides a clear link to a balance of rights and responsibilities.
  3. MDC sees demoted tenancies as another positive tool that will enable us to deal effectively with incidents of anti social behaviour in a more targeted and supportive way, and we will use the orders as part of our overall approach to dealing with anti social behaviour.

1. **Sustaining Tenancies**
   1. MDC is committed to helping tenants to maintain their tenancy and offers a variety of ways to support tenants in sustaining their tenancy. These are illustrated below.

**New Tenants**

* 1. MDC will carry out an in depth sign up interview with all new tenants to:
* Ensure that the tenant understands the terms and conditions of the tenancy agreement,
* Clarify methods and frequencies for paying their rent and accessing benefits,
* Check to see if they have any particular support needs and identify how these may be met by either a referral to one of our internal support teams or by signposting to external agencies.
  1. MDC will also visit all new tenants 6 weeks after they move in - to check that they are paying their rent regularly, whether they are receiving benefits (or require assistance with benefit claims), and that they are keeping to the terms of their tenancy agreement.

**Existing Tenants**

* 1. MDC has a tenancy support service available for any tenant that needs additional support - in order to ensure that they are able to sustain their tenancies. To be eligible for support the tenant must fall into a certain category and must need help in one of the following areas:
* Managing money,
* Self-care and living skills,
* Managing tenancy and accommodation,
* Motivating and taking responsibility,
* Social networks and relationships,
* Physical health,
* Emotional and mental health.

* 1. The relevant categories are:

##### Underlying characteristic

(people in these groups may not always require additional support just because of the characteristic)

* Older people (particularly those aged over 75)
* Disabled people or families with a disabled child
* Care leavers under the age of 25
* Lone parents (under 21)
* People who are living with a terminal illness

##### Ability to act, engage or cope

(people may lack ability because of having one or more of these factors)

* Learning disability
* Mental illness
* Autism Spectrum disorder
* Permanently impaired mobility or frailness
* Chronic, debilitating health condition
* Addiction / serious substance or alcohol abuse
* Low level of literacy
* Low or no English language
* Age related condition that impacts on independent living

##### Exceptional life event

(people may not have factor 1 or 2 but may have recently experienced an exceptional trauma or event so may be vulnerable at this point in time)

* Recently moved from Supported accommodation
* Bereavement following close family member.
* Victim of crime, abuse, harassment, or domestic abuse
* Recently discharged from hospital or other institutional care
* Pregnancy or recently given birth
* Ex service personnel returned from an area of conflict.
* Refugee or Asylum seeker
* Experiencing exceptional hardship

**Money Advice and Welfare Rights Service**

* 1. MDC also has a money advice and welfare rights service to help tenants who fall into debt, or who need advice on accessing benefits. A personal money advisor is available to provide free and confidential advice about a tenant’s financial situation, ranging from basic budgeting skills to intensive debt management.

1. **Succession**
   1. MDC’s policy on succession to a secure council tenancy is the same as the statutory rights set out in the Localism Act 2011. This means that MDC does not grant `discretionary succession’ beyond the statutory right to succession.
   2. Only one right of succession is allowed for each tenancy. The different types of succession are set out below.
   3. Where the tenancy started before April 2012, succession may occur in the following circumstances:
2. If a joint tenancy had been granted, when one of the joint tenants dies, the tenancy will automatically pass to the remaining surviving tenant. This is known as `survivorship’. There is no further statutory right to succeed to a tenancy after survivorship.
3. If a sole tenancy has been granted, when the tenant dies, the tenancy will pass to a tenant’s spouse, or civil partner (or someone living as if they were the tenants spouse or civil partner), as long as that person was living in the property, as their only or main home, when the sole tenant died.
4. If a sole tenancy has been granted and the tenant does not have a partner/ spouse in which the tenancy could pass to, when they die, the tenancy can pass to a member of their family (parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece) if:

* that family member has lived in the property as their only or main home at the time of the sole tenant’s death, and
* that family member has lived in the property as their only or main home for a period of at least twelve months prior to the death of the tenant.
  1. Where the tenancy started after April 2012, succession may occur in the following circumstances:

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2. If a sole tenancy has been granted, when the tenant dies, the tenancy will pass to a tenant’s spouse, or civil partner (or someone living as if they were the tenants spouse or civil partner), as long as that person was living in the property, as their only or main home, when the sole tenant died.
   1. There are no further right of succession in the following circumstances:
3. The current tenant succeeded to the tenancy or gained it through survivorship, and is therefore themselves considered as a successor.
4. The current tenant became the tenant because the tenancy was assigned to them as a potential successor. When a tenancy is assigned in this way it uses up the ‘one succession’ right.
5. The current tenant was assigned the tenancy, via the family courts, following relationship breakdown and the original tenant was a successor.
6. The tenancy was previously an introductory tenancy and the introductory tenant was a successor.
7. When the tenant was granted a new secure tenancy of the same, or another property, by MDC, and it started within six months of the end of the earlier tenancy, and that tenant was a successor under her/his previous tenancy. This is relevant where a resident has succeeded to a property that is not suited to their needs (because it has spare bedrooms or is an accessible property not required by a member of the household) and MDC has offered an alternative secure tenancy by way of ground 15A of Schedule 2 of the Housing Act 1985.
   1. Assignment by way of mutual exchange does not count as succession. However if the tenant was themselves a successor, s/he will remain a successor in her/his new property.
   2. The right of succession is linked to the tenancy and not the property. Therefore, in certain circumstances, set out below, a successor may be offered an alternative suitable council home by MDC instead of being allowed to remain in their current home. For instance:
8. Under occupation - if the resident succeeding to tenancy is a family member (i.e. not the deceased tenant’s spouse or registered civil partner), and the property is larger than they need, s/he will be offered one reasonable offer of a suitable alternative Council home either through the choice-based lettings system or by direct offer.

Or

1. Accessible or adapted home - if the resident succeeding to tenancy is a family member (i.e. not the deceased tenant’s spouse or civil partner), and the property is accessible to or adapted for the needs of resident with mobility problems and the successor has no such needs, s/he will be offered one reasonable offer of suitable alternative Council home either through the choice-based lettings system or by direct offer.
   1. If, in either case set out above, the resident chooses not to accept and move into the suitable alternative home MDC may take appropriate legal action to end their right to live in the existing home (using ground 15A of Schedule 2 of the Housing Act 1985)
2. **Mutual Exchange**
   1. A mutual exchange is an agreement between two or more parties to swap their tenancies and properties. Where they meet the criteria and there are no grounds to refuse the request, tenants have the right to exchange.
   2. MDC’s Mutual Exchange Policy provides more details on our approach to delivering our Mutual Exchange scheme in line with government legislations and the relevant guidelines.
3. **Tenancy Fraud** 
   1. It is important that the people living in council properties are those that need them most and the council takes various steps to ensure that this is the case, from ensuring we allocate the property to the most appropriate person, to following up allegations of instances of tenancy fraud.
   2. Examples of tenancy fraud include:

* Subletting;
* Unauthorised assignment (including by mutual exchange);
* Wrongly claimed succession;
* Obtaining the tenancy by false statement or knowingly withholding relevant information;
* Not using the property as an only or main home.
  1. We are committed to tackling tenancy fraud and will use a number of key methods to prevent it and take appropriate action to ensure that the council’s housing stock is only occupied by those with a legal right to be in that property.

**Prevention**

* 1. In order to prevent tenancy fraud MDC will:
* Work closely with other departments and share information appropriately;
* Carry out rigorous checks at registration and allocation stage including requiring tenants to provide photographic ID;
* Introduce photographing new tenants at sign up to eliminate ID abuse and misrepresentation;
* Ensure that new tenants are made fully aware of their responsibilities under the tenancy agreement;
* Undertake ad hoc tenancy health checks;
* Signatures to be checked against information held on tenancy file for RTB applicants.
  1. We will investigate all reports of tenancy fraud to establish the facts and in investigating potential tenancy fraud cases, the council will have regard to both civil and criminal remedies, and in the case of successful criminal or civil action, the council will publicise the results in order to deter further tenancy fraud.

1. **Responsibility and decision making**
   1. The below illustrates the structure for responsibility, and decision making, in relation to this policy:

**Head of Housing**

Overall responsibility for approval of the policy

**Performance and Insight Manager**

Responsible for ensuring consultation on the policy is carried out with involved customers

**Operational Managers**

All managers are responsible for reading, understanding and monitoring the delivery of services in line with the policy

**All staff**

All staff are responsible for reading, understanding and delivering services in line with the policy.

1. **Monitoring and reporting**
   1. Key Performance Indicators (KPI’s) and any outcome measures relating to this policy, and any related policies, will be monitored and reported to the Housing Management and Support services Operational group on a quarterly basis.
   2. KPI’s will include:

* Customers in receipt of support as a proportion of all customers,
* Tenancy turnover rates,
* Number of tenants evicted as a % of all units (where a vulnerability was identified),
* Number of reasonable adjustments recorded.

1. **Review**
   1. This Policy will be reviewed every three years or in line with changes in legislation / regulation, whichever is the sooner. Updates or recommendations for changes will be presented to the Assistant Director of Housing for approval.
2. **Equality Impact Assessment**
   1. MDC complete an equality impact assessment (EIA) each time we develop or review a policy, procedure or service. The assessment is to help us ensure our decision making is fair and does not present any barriers or disadvantage to customers from any protected group (including disability) under the Equality Act 2010. An EIA has been completed to support this policy.
3. **Complaints**
   1. If a customer is not satisfied with the service they have received, MDC’s Corporate Complaints Procedure can be followed. Whilst we strongly encourage customers to submit their complaint online at [www.mansfield.gov.uk/council-councillors-democracy/complaints-1](http://www.mansfield.gov.uk/council-councillors-democracy/complaints-1) so that issues can be handled by the relevant service area quickly, customers can also make a complaint in the following ways:

* In writing
* By telephone – 01632 463463
* By email – [mdc@mansfield.gov.uk](mailto:mdc@mansfield.gov.uk)
* In person
* Through a representative or advocate (see section 4 of our Complaints policy)