



# Tenancy Policy

## January 2021

MONITORING, APPROVAL AND REVIEW	
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# TENANCY POLICY

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Appendix A – Grounds for withholding consent for mutual exchanges

## **1. Purpose of the Policy**

- 1.1 This policy addresses the requirements of the Regulator of Social Housing Tenancy Standard and has regard to the Local Authorities Allocations Schemes in the areas where FCHO stock is located .
- 1.2 This policy sets out First Choice Homes Oldham's (FCHO) approach to letting homes in a fair, transparent and efficient way. The policy details how FCHO make best use of available housing, ensuring that lettings are compatible with the organisations charitable objects and how FCHO contribute to all Local Authorities strategic housing functions.

## **2 Policy Details**

### **2.1 Co-operative approach to housing need**

- 2.1.1 FCHO co-operate with Local Authorities and support their obligations to meet identified local housing needs. This includes assistance with homelessness duties and each of their Allocations Policies.
- 2.1.2 Full details of how FCHO consider applications for housing are set out in the Lettings Policy.

### **2.2 Tenancy types and transfers**

- 2.2.1 FCHO offer tenancies or terms of occupation which are compatible with the needs of customers, the provide stability and longevity needed to sustain employment and meet customers aspirations.
- 2.2.2 FCHO ensure that tenancy agreements are reviewed annually against applicable statutory and legal requirements
- 2.2.3 FCHO offer one year probationary tenancies to most general needs applicants. At the expiry of the probationary period FCHO may review the conduct of that tenancy and either end the tenancy, extend it to 18 months in duration or automatically transfer the customer to an assured tenancy. Where an applicant is verified as being the victim of domestic violence, under the Secure Tenancies (Victims of Domestic Abuse) Act 2018, FCHO will provide an assured tenancy.
- 2.2.4 FCHO also offer shared ownership lease arrangements and rent to buy tenancies, full details of which are set out in the Shared Ownership Policy and Rent to Buy Policy.
- 2.2.5 A customer moving within FCHO stock or transferring from another housing association or social landlord will be offered a tenancy commensurate with their existing tenancy type. This also applies to customers who move within FCHO stock as a result of demolition or

redevelopment.

## **2.3 Ending a Tenancy**

2.3.1 FCHO will use a Notice to Quit where security of tenure is lost, this will give the customer 28 days' notice of the intention to seek possession of the property. This type of action is only used where necessary, for example; customers not handing their keys back to FCHO, properties that are abandoned and failed successions. FCHO may use a Section 21 notice (subject to the conditions of the Coronavirus Emergency Legislation 2020) to end a probationary tenancy. Grounds for Possession from Schedule 2 of the Housing Act 1988 may also be used to end tenancies. All tenancy agreements provide information on how FCHO may end a tenancy.

2.3.2 A Section 21 Notice operates under Section 21 of the Housing Act 1988 taking into account the extra conditions set out in the Coronavirus Emergency Legislation 2020. It is the legal eviction notice a landlord can give to a tenant to regain possession of a property at the end of an Assured Shorthold Tenancy. Proceedings pursuant to a Section 21 Notice provide that a District Judge must normally grant an outright possession order.

## **2.4 Right of Succession**

2.4.1 All tenancy agreements set out where there is a right of succession. FCHO provide an additional second succession opportunity to stock transfer tenants, otherwise there can only be one succession in the life of a tenancy. Where succession rights are exhausted FCHO will consider the personal circumstances of a household and may support an application for that household to remain in the property or, where under occupying, offer suitable alternative accommodation.

## **2.5 Right to Exchange**

2.5.1 FCHO tenancy agreements set out where there is a right to exchange. The right is subject to prior written consent and customers are not permitted to exchange within their probationary period. FCHO will only withhold consent on specified grounds which can be found at Appendix A. In addition to the right to exchange, FCHO also provides free access to internet based mutual exchange service, [www.homeswapper.co.uk](http://www.homeswapper.co.uk)

## **2.6 Right to Assign**

2.6.1 Certain customers are given a right to assign their tenancy to a person who would be eligible to succeed the tenancy upon their death. This cannot be done without our prior consent or a Court Order. There is a criteria that must be satisfied in order for consent to be given, and this cannot be carried out if the customer has not lived in their property for more than 12 months. The

assignee must also have resided at the property for the last 12 months prior to the request being made.

## 2.7 Decants

2.7.1 At times FCHO may provide alternative or respite accommodation to customers. This will usually be due to FCHO being unable to carry out works whilst the customers remain in situ or where there are confirmed health and safety reasons that result in the property being unfit for habitation. If a customer is decanted to another property they still remain, at all times, a tenant of their primary home and is responsible to continue to make payment of rent for that home.

## 2.8 Advice and Assistance

2.8.1 FCHO offer every customer a named Neighbourhood Co-ordinator and can also provide specialist housing support to customers, including referrals and signposting to partner agencies. FCHO offer a range of ways in which customers can access advice and assistance:

- **Online** – [www.fcho.co.uk](http://www.fcho.co.uk)
- **By phone** – 0161 393 7117 - our lines are open from 9am to 5pm, Monday to Friday
- **By post** – FCHO Tellus, First Place, 22 Union Street, Oldham, OL1 1BE
- **Our office** – First Place, 22 Union Street, Oldham, OL1 1BE, current opening hours can be found on the website

## 2.9 Letting Properties at an Affordable Rent and other rent products

2.9.1 Properties may be let at an Affordable Rent pursuant to an agreement with the Regulator of Social Housing. FCHO may charge an Affordable Rent even if it is higher than the Local Housing Allowance level.

2.9.1 FCHO may from time to time offer other rental products to customers.

## 2.10 Fraudulent Applications, Subletting and enforcement

2.10.1 FCHO carry out investigations where fraud or potential fraud is suspected or has been reported. The Legal Services Team may carry out anti-fraud checks and visits and may film and record events. FCHO also work with Local Authorities and the National Anti-Fraud Network, alongside the police to investigate and apprehend fraudsters. A variety of anti-fraud tools are used to prevent loss or misuse of social housing assets.

2.10.2 Any information that is obtained or provided regarding the personal circumstances of households (in particular those who are vulnerable by reason of age, physical disability, illness, mental health and households with children), will be taken into account in the lettings and enforcement processes.

## 2.11 Complaints and Reviews

2.11.1 Customers who are dissatisfied with any aspect of this policy have the opportunity to make a complaint pursuant to the Complaints Policy which can be found online at [www.fcho.co.uk](http://www.fcho.co.uk)

## 3 Monitoring Performance

3.1 Effective monitoring of this policy will be undertaken by reporting on the following measures:

Performance Measure	Target 20/21	Target 21/22	Target 22/23
Mutual Exchanges Conducted in timescales	42 calendar days	42 calendar days	42 calendar days
Customer Retention	84%	86%	90%
Percentage of Stock Tenanted	99%	99%	99%
Assignments and Successions conducted within timescales	28 working days	28 working days	28 working days
Number of tenancies that automatically convert to an Assured tenancy	99%	99%	99%

## 4 Legislation and other Guidelines

4.1 This policy will be updated to reflect and comply with changes relevant law and the Regulator of Social Housing regulatory framework.

- Equality Act 2010
- Localism Act 2011
- General Data Protection Regulation 2018
- Data Protection Act 2018
- Housing Act 1988
- Housing Act 1985
- Housing and Planning Act 2016
- Welfare Reform and Work Act 2016
- Homeless Reduction Act 2018
- Secure Tenancies (Victim of Domestic Abuse) Act 2018
- Coronavirus Emergency Legislation 2020
- Fit for Habitation Act 2018

## **5. Links to First Choice Home's Strategic Delivery Plan (SDP)**

5.1 This policy links to the area of 'Excellent Landlord' within the Strategic Delivery Plan and could impact on the following measures:

### **KPIs:**

Excellent Landlord – Customer Retention  
Percentage of stock tenanted

Strategic Milestones – Asset Management Strategy  
Neighbourhood Plans and Local Action Plans

Consumer Standard – This Policy provides evidence that the Tenure activity under the Tenancy Standard is being adhered to

### **The policy links to the following strategic risks:**

Failure to meet landlord health, safety and compliance requirements.

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## **Appendix A**

The FCHO Grounds for withholding consent to mutually exchange are: -

### **Ground 1**

The tenant or the proposed assignee is subject to a possession order.

### **Ground 2**

Proceedings have been begun for possession of the property of which the tenant or the proposed assignee is the tenant (this includes service of a notice seeking possession).

### **Ground 3**

Either the tenant or the proposed assignee is subject to an injunction order applied for under the Anti-Social Behaviour Crime and Policing Act 2014 or any other similar provisions from time to time in force.

### **Ground 4**

Either the tenant or the proposed assignee is subject to a closure notice or closure order.

### **Ground 5**

The accommodation afforded by the property is substantially more extensive than is reasonably required by the proposed assignee.

### **Ground 6**

The extent of the accommodation afforded by the property is not reasonably suitable to the needs of the proposed assignee and their family.

### **Ground 7**

The proposed assignee's occupation of the property would conflict with our charitable the objects.

### **Ground 8**

The property has adaptations to make it suitable for occupation by a physically disabled person who requires that type of accommodation and if the assignment were made there would no longer be such a person residing in the property.

### **Ground 9**

The property is normally used as temporary accommodation for those seeking homelessness assistance.

### **Ground 10**

The property is required for redevelopment or demolition.