



North Northamptonshire Council

Tenancy Policy

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1. Introduction and Scope of Policy

This policy provides clarity to applicants, tenants, staff and Elected members on tenancy types granted, tenancy changes, managing changes and ending tenancies.

The Tenancy Policy sets out:

- the types of tenancy we will offer and under what circumstances different tenancy types will be offered
- the length of tenancy to be offered
- how we review tenancies, and the circumstances in which tenancies may not be renewed.
- how we manage requests to change an existing tenancy
- our approach to tenancy sustainment
- how we enable social mobility for tenants
- our approach to dealing with tenancy fraud
- how tenancies can be terminated

We will issue tenancies which are compatible with the type of accommodation, the needs of the individual households, the sustainability of the community and the efficient use of our housing stock; having regard to our Housing Strategy, Keyways Allocation Policy, statute and good practice.

We aim to achieve high standards of customer care and support for prospective tenants, taking into account individual needs at any given time.

2. Aims

The overarching aims of this tenancy policy are:

- a. to ensure that the Council make best use of resources, and
- b. to ensure that tenants receive the appropriate amount of support to sustain their tenancies.

3. Stock profile

North Northamptonshire Council owns and manages 8,349 homes, comprising 7,401 general needs homes and 540 homes within sheltered housing schemes.

The Council relets on average 600 properties per year which become void.

4. Legislation

Housing and Planning Act 2016

Housing Act 1985

Housing Act 1996

5. Links with Other Policies

The policy will operate in conjunction with:

- The Housing Strategy
- Keyways Allocation Policy
- Anti Social Behaviour Policy

6. Tenancy Offer of North Northamptonshire Council

North Northamptonshire Council is committed to making best use of its housing stock in order to meet tenants and applicants' needs and to provide settled, secure accommodation that is sustainable.

All applicants who are not a social housing tenant at the time of offer will be offered an Introductory Tenancy.

We will offer lifetime Secure Tenancies in the majority of cases following an Introductory Tenancy.

2 year Flexible Fixed Term Tenancies may be used in exceptional circumstances, where an Introductory Tenancy has been extended to allow more time for the tenant to be intensively supported in order to sustain their tenancy.

5 year + fixed term tenancies may be used for the letting of specialist housing solutions, such as larger family accommodation (3 bed parlour type homes or larger) and specialist fully adapted accommodation (this may include purpose built or extensively adapted properties).

Our tenancy offer is set out in the table below.

Household type	Tenancy Type	Proposed length of new tenancy	Reason
All Applicants new to Social Housing	Introductory to Secure	Lifetime	To provide tenants with the security and safety of a secure tenancy.
EXCEPTIONS			
Tenants whose Introductory Tenancy has been extended due to conduct within the tenancy (and requiring more intensive support to ensure tenancy sustainability).	Fixed Term	2 year	To enable the tenant to work intensively with the Tenancy Services Team to sustain their tenancy.
Specialist Housing Solutions Such as: 3 Bed parlour property 4 or 5 bed property or larger Fully adapted specialist accommodation, either purpose built or extensively adapted.	Fixed Term	5 year minimum	To ensure best use of very limited stock. The properties will be identified prior to advertising on Keyways and Keyways advert will clearly state tenancy type to be offered.
Families who require intervention to reduce the risk of eviction due to anti-social behaviour.	Family Intervention Tenancy (with support)	2 year	To enable families to work intensively with support.

6.1 Introductory Tenancies

North Northants Council will offer a 12 month Introductory Tenancy to all applicants who are new to social housing before granting a Secure Tenancy. There will be the potential to extend an Introductory Tenancy for an additional 6 months where there are concerns about tenancy conduct and breaches of the conditions of tenancy that do not warrant the tenancy to be ended. This decision is subject to review.

6.2. Secure Tenancies

We will offer Secure Lifetime Tenancies to all tenants who have successfully maintained an Introductory Tenancy for 12 months, unless exceptions apply.

6.3 Flexible Fixed Term Tenancies

We may use fixed term tenancies of a minimum of 2 years where an introductory tenancy has been extended. All extended introductory tenancies and 2-year fixed term tenancies will come with an action plan and intensive support from the Housing Team. This will detail any support provided and will also stipulate what is required from the tenant in order to comply with their tenancy conditions before becoming a secure tenant.

We may use fixed term tenancies of a minimum of 5 years where we are letting a specialist housing solution. Specialist housing solutions consist of:

- 3 bed parlour property
- 4 bed house
- 5 bed house
- Family accommodation of 3 bedrooms or more that offers fully adapted and accessible accommodation, either purpose built or extensively adapted

6.4 Other Tenancies available

The Antisocial Behaviour Act 2003 allows us to apply to court to demote a secure tenancy. A demoted tenancy does not have the same rights and security of tenure as a secure tenancy and we will apply for them at court where antisocial behaviour is an ongoing problem.

The Housing and Regeneration Act 2008 allows us to offer tenants, with a history of antisocial behaviour, a Family Intervention Tenancy. These tenancies are monitored very closely and include the requirement that the tenants must engage with statutory and voluntary agencies in order to improve any antisocial behaviour issues.

Summary of Tenancy Rights

Introductory Tenancy	Fixed Term Tenancy	Secure Lifetime Tenancy
Security of Tenure	Security of Tenure for the fixed term	Security of Tenure for one future move
The Right to Succession	The Right to Succession	The Right to Succession
	The Right to Repair	The Right to Repair
The Right to Assign	The Right to Assign	The Right to Assign
The Right to Information	The Right to Information	The Right to Information
The Right to Consultation	The Right to Consultation	The Right to Consultation
The Right to Notice	The Right to Notice	The Right to Notice
The Right to request a Review	The Right to request a Review	The Right to Compensation

	The Right to Mutual Exchange	The Right to Mutual Exchange
	The Right to Buy (exceptions apply)	The Right to Buy (exceptions apply)
	The Right to take in a lodger or sublet part of your home	The Right to take in a lodger or sublet part of your home
		The Right to make Improvements

Note: Tenants granted a Flexible Fixed Term Tenancy or Introductory Tenancy do not have a statutory right to improve their properties or be compensated for those improvements.

7. Support with granting a tenancy

7.1 Minors and Tenancy Offers

Tenancies would not normally be granted to applicants under the age of 18, however in exceptional circumstances, the Council will seek to grant or vest the tenancy with an appropriate adult or agency who will hold the tenancy in trust until the minor reaches the age of 18.

7.2 Mental Capacity

Where applicants or current tenants lack the mental capacity to enter into a tenancy or make tenancy-related decisions, we may refer to the court of protection. We will also seek to involve support networks to support tenancy sustainment.

8. Supporting Tenants in their Tenancies

We believe that good quality housing advice and information for applicants and tenants are key to the successful management of all tenancies, but additional advice and preparation is required for tenants new to the authority who will initially be granted an Introductory Tenancy. Specific details of support available for Flexible Fixed Term tenants is provided in Appendix A.

Tenancy Support

We offer a free, confidential tenancy support service which is available on a short term basis to all of our tenants. We provide wide ranging support which aims to assist tenants in maintaining their tenancies. This may involve signposting to other more specialist support agencies where appropriate.

Lifeplan

We offer all Tenants and Leaseholders access to our Lifeplan Service. Lifeplan is a free and friendly service offering one-to-one support, guidance and opportunities into education, employment, training and volunteering. Our Lifeplan Adviser will work individually with tenants to gain knowledge, help develop skills and achieve goals.

Health and Housing

We recognise that the right home environment is key for a person's health and wellbeing. We also recognise the importance of Housing staff in identifying early signs of vulnerability or problems at home. Therefore, we commit to work in partnership with local health and social care providers to support tenants. We support the partnership project 'Making Every Contact Count'. Our front line staff will use brief opportunities when in daily contact with customers to provide healthy lifestyle advice or signpost to relevant services when mutually appropriate.

9. Mobility in Social Housing

The Localism Act 2011 promotes mobility in social housing, which essentially means making it easier for tenants to move home should their circumstances change. For example, they need to move to be closer to work.

9.1 Transfers

All tenants' requests for moving within our stock will be assessed in accordance with Keyways Allocation Policy, via a Keyways application.

9.2 Mutual Exchanges

We will promote mutual exchange of tenancies whenever a tenant expresses a desire to move to another property.

We will enable access to a free register of tenants from all over the country who are looking to exchange their tenancy.

We will process any request for a Mutual Exchange in accordance with:

- Section 92 Housing Act 1985.
- Schedule 3 Housing Act 1985
- Schedule 14 Localism Act 2011

Historically mutual exchanges have taken place by a deed of assignment where each tenant steps into the other one's tenancy and takes over their tenancy type and terms.

However, provisions in the Localism Act 2011 cover those circumstances where:

- At least one of the tenants who wishes to exchange has a secure or assured tenancy, which began before 1st April 2012, and
- At least one of the tenants has a Flexible Fixed Term tenancy.

Such exchanges must now be done by surrender and then the granting of new tenancies. A tenant who held a secure or assured tenancy that predated 1st April 2012 must be granted a secure tenancy with us. This enables those tenants to retain similar security of tenure to that of their original tenancy.

The security of tenure will **not** be continued if the tenant chooses to move again because they will have a tenancy date that postdates 1st April 2012.

This information will be made available to prospective exchangers so that they can make an informed decision regarding their security of tenure.

Our Mutual Exchange procedure is used in conjunction with the Keyways Allocation Policy.

An exchange does not count as a succession. If, however, the tenant was a successor before the assignment, they will remain so. In short, the succession stays with the tenant and no new succession rights are created.

We will only refuse a request for a mutual exchange if its circumstances are listed in the following legislation:

- Schedule 3 Housing Act 1985
- Schedule 14 Localism Act 2011

Our Mutual Exchange Calculator is provided for guidance in Appendix B.

9.3 Downsize Scheme for existing tenants (HomeMove)

We provide a *HomeMove* scheme to provide practical support as well as financial assistance to Secure Council Tenants wishing to downsize to a smaller Council or housing association property.

In addition, we also offer an Enhanced *HomeMove* service which aims to assist secure tenants who have a need for disabled adaptations to find alternative adapted (or more easily adaptable) accommodation.

10. Policy on Tackling Tenancy Fraud

We act decisively where we discover any instances of potential tenancy fraud.

Examples of tenancy fraud include:

- Sub letting
- Unauthorised assignment (including by mutual exchange)
- Wrongly claimed succession
- Right to Buy fraud
- Obtaining a tenancy by false statement or knowingly withholding relevant information
- Not using the property as an only or principal home

In investigating potential tenancy fraud cases, we will have regard to both civil and criminal remedies.

In the case of successful criminal or civil action, we will publicise the result in order to deter further tenancy fraud.

11. Local Lettings Policies

We will advertise and offer properties with the use of Local Lettings Policies (LLP) where it is felt it is required to help create a more sustainable balanced community. Each LLP will specify the types of tenancies to be offered for the period of the LLP.

12. Tenancy Changes

We will ensure that tenants are aware of their rights and responsibilities at the beginning of a tenancy and this will include statutory rights. We recognise that tenants' circumstances can change, so set out approach to common changes:

12.1 Survivorship

Under section 184 of the Law of Property Act 1925, where a joint tenant dies, the tenancy vests in the remaining tenant. The remaining tenant automatically takes over the tenancy in their sole name.

Survivorship uses up a succession right and therefore there is no further succession rights on the tenancy.

12.2 Succession

To ensure that legislation is complied with on successions of tenancy we work in accordance with the **Housing Act 1985 sections 87 and 89 and Localism Act 2011 section 160.**

Only one succession will be permitted on the tenancy.

Discretionary Succession Rights

The Housing and Planning Act 2016 changes the automatic right of succession for all new fixed term and secure tenancies. There is now only a statutory right of succession to a spouse or partner. There is no statutory right of succession for family members.

The Localism Act 2011 does give local authorities the power to grant additional contractual succession rights in their tenancy terms if they wish. North Northamptonshire Council will not be offering additional contractual succession rights.

The deceased tenant was...	Who has the right to succeed?	The detail...
Sole Secure tenant. Tenancy commenced before 1 st April 2012	Spouse, Civil partner Relatives – grandparent, child or grandchild, brother, sister, uncle aunt, nephew or niece.	Succeeds to the tenancy and the property. Can succeed to the tenancy if qualifying successor - if <ul style="list-style-type: none"> • No spouse / civil partner to succeed • They lived in this property as their home • Evidence that they resided with tenant for 12 months prior to death (at this or another property) However, if property type/ size not suitable for their needs, they will be required to seek suitable accommodation via Keyways. Succeeds to tenancy not the property. Support will be provided to access Keyways. Possession action will be taken if alternative accommodation is not secured after 6 months. Possession application will be made between 6 and 12 months after the request to succeed to the tenancy.
Sole Secure Tenant. Tenancy commenced after 1 st April 2012	Spouse or Civil Partner Couples living together but not married	Succeeds to the tenancy and the property. The Localism Act 2011 abolished the statutory right of succession to a secure tenancy for family members. Tenancies commencing after 1 st April

		2012 will only have succession rights to spouse or civil partners. NNC has not chosen to use the discretionary power to extend succession rights to family members.
Introductory Tenant	Spouse or civil partner	Where a sole tenant dies (Introductory) the same rules apply as above but the successor will be an introductory tenancy for the remainder of the introductory period.
Fixed Term Tenant	Spouse or civil partner	If a sole flexible fixed term tenant dies leaving no spouse or civil partner and other people are residing in the property, possession of the property would commence. However, a housing options approach to the occupants would ensure advice and assistance would be given to assist with help finding alternative accommodation.
Joint Tenancy	The other party to the Joint tenancy	This is survivorship, but does count as a succession to the tenancy. Remaining tenant succeeds to the tenancy in the property.
Temporary Tenancies	No right to succeed.	

Note: In some circumstances, the council may consider it appropriate to offer a new Introductory Tenancy to a family member who would not be entitled to succeed to the tenancy of the property. This is a discretionary option to be used only if the accommodation is suitable for the needs of the household. This would be a Direct Let in accordance with Keyways Allocation Scheme. This may include the following examples (but list is not exhaustive): re-married or cohabiting couples where the deceased tenant was a successor tenant; where son or daughter of adult age who has always lived in the property; this would include a full assessment of the needs of the household and the suitability of the property.

12.3 Assignment

We will process applications for assignment of tenancy in accordance with statute in the following limited circumstances:

- Where a court order has made an order to transfer the tenancy under either:
 1. Matrimonial Causes Act 1973, section 24;
 2. Matrimonial and family Proceedings Act 1984, section 17(1);
 3. Paragraph 1 of Schedule 1 to the Children Act 1989;

4. Part 2 of Schedule 5 or Paragraph 9(2) or (3) of Schedule 7 to the Civil Partnership Act 2004;

- Assignment in accordance with mutual exchange legislation.
- Assignment to a person who would be qualified to succeed the tenant if the tenant died immediately before the assignment.
 - Provided no succession has taken place
 - The new tenant becomes a successor tenant and no further successions will be permitted on the tenancy.

Tenancy is assigned using a “deed of assignment”.

12.4 Joint Tenancies

12.4.1 For housing applicants where the applicants are both eligible for housing as defined by legislation, and eligible for assistance via our Allocation Policy, a joint tenancy will be granted.

12.4.2 Inter-generational tenancies will not be granted.

12.4.3 Joint tenants are responsible individually and together for keeping to the tenancy conditions and making sure that rent and other charges are paid.

12.4.4 Service of a Notice to Quit (NTQ) in writing by one or both parties to any Secure joint tenancy will end a joint tenancy. However, both parties to a Fixed Term Tenancy need to sign a Notice to Quit to end the tenancy.

12.5 Joint to Sole Requests

We will only remove one party from a joint tenancy with an order of the Court.

If a NTQ is received from only one of the joint tenants we will make reasonable effort to contact the other joint tenant who may be absent from the property, however, service of a Notice to Quit by one party to a joint tenancy will end the tenancy.

The joint tenancy will end on the expiry of the NTQ.

We will provide housing options advice to assist the remaining tenant to identifying all available housing solutions available to them.

If a party to the tenancy is left in occupation following a valid NTQ, the council has no obligation to offer a new tenancy.

However, in making its decision whether a new tenancy should be offered, the council will have regard to:

- Whether the accommodation is suitable for the needs of the household residing there
- The conduct of the tenancy
- The Council’s allocation policy

If we do not consider the accommodation to be suitable for the needs of those remaining in occupation, assistance will be given to find alternative suitable accommodation. If the occupant refuses to seek alternative accommodation, we will identify a reasonable offer of accommodation. Should this offer of accommodation be refused, we will commence possession proceedings.

In certain circumstances, where the accommodation is suitable for the needs of the household, the tenancy has been conducted in a satisfactory way and the offer would be consistent with Keyways Allocation Policy, we may 'Direct let' the property to the occupant.

12.6 Sole to Joint Requests

There is no statutory right to the granting of a joint tenancy by the adding of a tenant to an existing tenancy. Therefore, if a sole tenant requests adding a party to create a joint tenancy, we will refuse the request.

In exceptional circumstances, a **new** Joint Tenancy may be considered.

12.7 Name Changes for Existing Tenants

If a current tenant wishes to change their names on their tenancy agreement, there is no statutory right to do so, however, we will amend our records upon the following considerations:

- A request must be made in writing, providing clear evidence of the name change in common usage.
- A new tenancy agreement will not be issued, but records will be amended to reflect the name change and evidence of the name change will be attached to the original tenancy agreement.
- If legal action is pending, no amendments will be made

13. Tenancy Management Policies

13.1 Abandonment

We will ensure that immediate action is taken to resolve situations where there is a suspected abandoned property, in order:

- To make the best and most effective use of housing stock
- To keep void times to a minimum.
- To support vulnerable tenants
- To prevent rent arrears
- To prevent disrepair or deliberate damage
- To avoid claims of illegal eviction

All suspected abandoned properties will be thoroughly investigated to ascertain the true intentions of the tenant. All efforts will be made to contact the tenant. Other relevant teams within the council will be notified of every suspected abandoned property. If the property proves to be abandoned we will take possession. We may need to apply to court for possession of the property.

Any valuable items left in the property will be safeguarded in accordance with section 41 (5) of the Local Government (Miscellaneous Provisions) Act 1982. Any costs for this will be recharged to the tenant.

13.2 Affordability

In assessing an applicant's suitability for accommodation, upon nomination, we will carry out a full individual affordability assessment on the household and the property.

If the accommodation is not deemed to be affordable, the nomination will not be accepted.

14. Tenancy Enforcement

We are committed to tackling tenants who breach conditions of their tenancy and will take relevant and proportionate action in all cases.

For full information, please refer to our ASB Policy.

While we will seek to resolve issues at the most appropriate and proportionate level, without progressing to legal action, we do have recourse to legal solutions where necessary. These will include (but are not limited to):

- Injunction
- Possession proceedings
- Community protection warnings and notices
- Closure orders

Introductory Tenants and Tenancy Enforcement

We grant Introductory Tenancies as we believe this enables both the landlord and tenant to gauge how successful the tenancy will be. The Council offers a number of services to tenants to help them maintain a successful tenancy: In addition, tenants are visited regularly, as required, during the introductory period by the tenancy management team.

Where problems exist within the first twelve months of the tenancy, the Council will identify and provide a package of support. If the tenant is engaged in the process the tenancy may be extended to allow time for the failing tenancy to improve and become sustainable.

Should the tenant fail to engage with the Council or, where support does not have a positive effect, the tenancy may be terminated.

Where a need is identified or requested, early intervention will be offered through the Tenancy Support Team who will work with potentially vulnerable tenants from the time they are allocated a property.

All officers will work closely to promote sustainable tenancies.

All tenancies will be subject to regular reviews.

The Council is committed to creating and supporting sustainable tenancies and to minimize the number of failed Council tenancies.

15. Decant Policy - Decant due to programmed work

The majority of improvement work and planned repairs work can be carried out with the tenant remaining in their home. However, it is recognised that there are occasions where the extent of the work required to the property (or specific needs of the tenant) make it necessary for them to temporarily move out.

Customers will be given the options to:

- make their own arrangements for temporary accommodation, or
- the Council will assist the tenant with a temporary move to another council property or, if that is not possible, to a private sector property

for the duration of the works.

The following criteria would normally require the tenant be decanted

- Essential facilities such as the bathroom, cooking facilities, water, electricity or gas cannot be used for more than 24 hours; or
- Staying in the property would significantly adversely affect the customers health or safety; or the circumstances of the case require it.
- Emergencies such as fire or flood.

Removal and storage of personal possessions during Decant

The council will assist tenants with the removal and storage of personal possessions, which are non-essential during the decanted period. Some items may remain in the property as long as they do not interfere with any work being carried out. However, the Council will not accept any liability or responsibility for any damage caused to items whilst they remain in the property.

Decanted Tenants

The relocation from the tenant's principal home to the temporary decant property will only last as long as it takes to complete the essential works to their principal home.

By way of the secure tenancy agreement between the parties the tenant will at all times remains a secure tenant of North Northants Council. In practice the term "secure tenant" refers to the property that they occupy at any one time, which while the essential works are being undertaken to their principal home, will be the temporary decant property.

Reasonable costs of the temporary decant will be covered by the Council, including removal and relocation costs.

While decanted, the tenant will be given a licence to occupy their temporary accommodation.

The temporary decant procedure is designed to allow the Council to complete essential works to the property. Following completion of the essential works the tenant will be expected to return to their principal home. If the tenant does not return to the principal home upon request, then the Council may apply to the Court for an order that requires them to return to their principal home.

Permanent Decants

Sometimes it may be necessary to decant a tenant permanently, for example where the current accommodation is being refurbished or demolished.

In such circumstances the tenant(s) will be awarded a high priority to bid for a property via the Council's bidding system – Keyways. More information about this can be found in the Keyways Allocation Policy.

16. Tenancy Terminations

Tenants are required to give 4 weeks written notice if they wish to end their tenancy. This period must end on a Sunday. A form is available for this purpose, however, is not a requirement. A letter must include:

- Tenant(s) name(s)
- Address of tenancy
- Tenant(s) signature(s)
- The letter must be clearly dated
- The date of tenancy end must be clearly stated
- A forwarding address and contact details must be provided

Tenants who have given notice to end their tenancy are required to give access to the Council to inspect the property in order to provide advice and to commence the void and lettings process.

Waiving of the statutory notice period will only be considered in exceptional circumstances.

17. Complaints

We are committed to giving tenants the best possible housing service. We will always try and get it right, but we need tenants to tell us if we are getting it wrong which in turn gives us an opportunity to put it right. It also enables us to review and improve our services.

Complaints will be investigated and responded to in line with our corporate Complaints Policy.

All comments, complaints and concerns regarding this policy will be logged by the Lead Officer and monitored against equality and diversity issues.

18. Plain Language

We will ensure that any written tenancy agreement is expressed in plain, understandable language, having regard to the Office of Fair Trading's 'Guidance on unfair Tenancy Terms'. If legal terms are required, an explanation of the terms will be provided.

Where English is not the first language for tenants, information relating to the tenancy will be provided in the tenants first language.

19. Equalities Statement

The Council recognises the needs of a diverse population and always acts within the scope of its own policies, the Human Rights Act 1998 and the Equalities Act 2010.

Appendix A: Specific Management and Support for Fixed Term Tenancies

In all circumstances, Flexible Tenants can expect:

Prior to the offer of a Fixed Term Tenancy

- Timely information and advice services to help them understand their housing options which should include, where appropriate, opportunities to move within and outside the social and affordable rent sectors e.g. into market rent or home ownership (including low cost).
- Clear criteria against which the decision to re-issue the tenancy at the point of review will be made.

During the tenancy

- Tenancy support, for example help with financial planning
- Referral to external support agencies where required
- Periodic reviews to monitor any change in circumstances
- A clear and transparent review process which is understood by the tenant at the time of tenancy sign up.
- Information sharing between Neighbourhood Management and Housing Options Team when the decision not to renew a tenancy has been taken, provided at least 6 months before the tenancy ends, so as to ensure the tenant has time to seek alternative housing options, with support provided.

Prior to the end of the fixed term period

A review of each tenancy will be carried out between six and 9 months before the end of the tenancy term. This will aim to assess the individual circumstances of each tenant so that an informed decision can be taken as to whether to renew the tenancy.

A decision will be made no less than six months before the end of the tenancy, in order to allow adequate time to find alternative accommodation if a tenancy is not being renewed.

Tenancies will be renewed as a matter of course unless there has been a major change in circumstances.

We may not renew a fixed term tenancy in certain circumstances.

These include:

- There have been changes to the household since the property was let to them meaning the property is now under-occupied. In cases of under occupation, the tenant may be offered an alternative home with a registered provider. We would class under-occupation as having a bedroom more than the household requires.
- Any breaches of tenancy or tenancy fraud have been identified during the fixed term tenancy review process (which would result in enforcement action)
- Possession proceedings have commenced or conditions of tenancy have been breached (for example, rent payments, anti-social behaviour) and possession proceedings could be commenced due to this breach.
- The tenant and/or his or her advocate do not engage in the review of the Flexible Fixed Term Tenancy.

- The property has been extensively adapted for a person with a disability but the household no longer requires the adaptations. In such cases, the tenant should normally be offered an alternative home with a registered provider.
- Works are planned on the property in the next five years (which would require its redevelopment or demolition)

Exceptions to this may include where:

- Care and support needs have been identified and these can only be maintained if the household continues to remain in the property (and the loss of the care and support would be detrimental to the household)
- The tenancy falls within an area operating a Local Lettings Policy (LLP) and ending the fixed term tenancy would conflict with the objective of the LLP. An example of this would be an LLP aimed at creating a mixed income neighbourhood.

These lists are not exhaustive, and there may be other circumstances where the re-issue of a tenancy would not be appropriate, or where the Council would support the re-issue of a tenancy. Any decision to not renew a fixed term tenancy will take full account of the likelihood of re-housing opportunities.

Fixed Term Tenancy Review

The review will involve a home visit, interview and assessment to establish the tenant's current personal circumstances and a full review of their housing needs. The review will explore the tenant's current housing, employment and aspirations and assess how these might be achieved through the range of housing options available.

The possible outcomes of a fixed term tenancy review may be:

- An offer to grant a new fixed term tenancy of the dwelling house at the end of the current tenancy.
- Seek possession of the dwelling house at the end of the current tenancy but offer to grant a fixed term tenancy of another dwelling house instead.
- Seek possession of the dwelling house at the end of the current tenancy without offering to grant a tenancy of another dwelling house.

The Council have introduced an Action Plan which gives tenants a designated time to rectify any tenancy problems before the final decision is made not to renew the tenancy. It is anticipated that breaches of tenancy conditions are resolved prior to the end of the review period (6 months prior to the end of the fixed term).

Circumstances that may trigger an early tenancy review

- Any serious breaches of tenancy could trigger an early review
- Tenants request (eg if accommodation no longer suitable for their needs, or changes in household composition)
- Changes in household income

Fixed Term Tenancy Non-Renewal Appeal Process

The tenant is served a Notice at least 6 months prior to the end of the fixed term stating that either:

- we **will** be offering a new fixed term tenancy of the property at the end of the current fixed term
- we will **not** be renewing their tenancy at the end of the current fixed term and will **not** be offering another tenancy of a property
- we will **not** be renewing their tenancy at the end of the current fixed term but **will** grant another fixed term tenancy of a different property

Attached to the Notice is the tenants' 'Right to Request a Review' form. If the tenant wishes to request a review of our decision not to renew the tenancy the form must be completed and returned to us within 21 days.

The review panel will consist of two officers and a Chair who will be of appropriate seniority and not involved in the original decision.

The tenant will be notified as soon as possible after the review panel have made their decision with an explanation of their reasons.

Where a tenancy is not to be renewed the tenants are offered assistance and advice on securing further accommodation through our Housing Options team.

End of a Fixed Term Tenancy

In all cases where we are seeking possession of a property we will adhere to the Pre- Action Conduct and Protocols as set out by the Ministry of Justice.

- Tenants will be given at least six months' notice of the outcome of any tenancy review.
- A notice will be served on the tenant at that time providing detailed reasons for the decision. This notice will provide information on the right to appeal the decision (where the tenancy is not going to be renewed).
- The review procedures will apply where the fixed term tenant has requested a review within the timescale specified on the notice to end the tenancy. This will be a period of 21 days following the service of the notice. The review must be completed and the tenant notified of the outcome before the date set out in the notice of the date that possession proceedings could commence.
- The review procedure must be carried out by a panel of at least two people within the Council, and not by anyone involved in the original decision to not renew the tenancy. The chair of the review panel must be senior to the original decision maker, as well as independent.
- The review panel will work within specific guidelines which will be published.

Housing Options Following Ending of a Fixed Term Tenancy

At the end of the fixed term, and depending on the circumstances of the individual household, tenants could have the following options:

- To remain in social housing, either in their existing home or in another with the Council or another Registered Provider (either at a social rent or an affordable rent)
- To move into the private rented sector
- To move into home ownership, either via a low-cost home ownership route or market housing
- To seek own housing solution

Appendix B

Mutual Exchange Calculator March 2016

Current Tenancy Tenant 1	Current Tenancy Tenant 2	New Tenancy Tenant 1	New Tenancy Tenant 2	Method
Secure/Assured Pre April 12	Secure/Assured Pre April 12	Secure/Assured Periodic	Secure/Assured Periodic	Assignment Deed
Secure/Assured Pre April 12	Fixed Term	Secure/Assured Periodic (once only)	Fixed Term	Surrender and re-grant
Fixed Term	Fixed Term	Fixed Term	Fixed Term	Assignment Deed
Secure/Assured Pre April 12	Secure/Assured Post April 12	Secure/Assured Periodic	Fixed Term	Assignment Deed
Secure/Assured Post April 12	Secure/Assured Post April 12	Secure/Assured Periodic	Secure/Assured Periodic	Assignment Deed
Secure/Assured Post April 12	Fixed Term	Fixed Term	Secure/Assured Periodic	Assignment Deed
KBC Affordable rent tenant	Post April 12 Tenant	Up to Landlord unless required to move	Up to Landlord	Assignment Deed
Secure/Assured Pre April 12	Affordable rent Tenant	Up to Landlord	Intro converting to Fixed Term	Assignment Deed