

# Tenancy Policy

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## Consultees

Internal	External
Kettering Tenant Forum	All Registered Providers in NNC Area
Corby Tenant Voice	

## Distribution List

Internal	External
TBC	TBC

## Links to other documents

Document	Link
The Housing Strategy	
Homelessness and Rough Sleeper Policy	
Keyways Housing Allocations Scheme	
Anti-Social Behaviour Policy	
Aids & Adaptations Policy	
Domestic Abuse Policy	

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## 1.0 Introduction

1.1 The Tenancy Policy provides clarity to applicants, tenants, elected members, and staff on the various types of tenancy that the Council will offer and its approach when dealing with issues such as rights of succession, assignment, tenancy fraud and termination.

## 2.0 Scope

2.1 This Tenancy Policy sets out the types of tenancies that North Northamptonshire Council will offer applicants and tenants for our own housing stock only.

2.2 This Tenancy Policy sets out:

- the types of tenancy we offer
- the length of tenancy to be offered
- under what circumstances different types of tenancies will be offered
- how we review tenancies
- 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

2.3 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.

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

## **3.0 Policy Outcomes**

3.1 The overarching aims of this Tenancy Policy are:

- to ensure that the Council make best use of its housing stock, and
- to ensure that tenants receive practical support and advice in sustaining their tenancies.

## **4.0 Stock Profile**

4.1 As of 1<sup>st</sup> April 2021 North Northamptonshire Council owned and managed 8,224 homes, including 965 in sheltered schemes. Accommodation comprises of a variety of houses, flats, bungalows, and maisonettes.

The Council relets on average 600 properties which become vacant every year.

## **5.0 Legislation**

### **5.1 Housing Act 1985**

One of the main functions of the Act was to create secure lifetime tenancies, alongside this the right for a family member to succeed or take over a tenancy following the death of the main tenant.

### **5.2 Housing Act 1996**

The Housing Act 1996 gave Local Authorities the power to operate an introductory tenancy regime.

### **5.3 The Antisocial Behaviour Act 2003**

The 2003 act allows landlords to apply to court to demote a Secure Tenancy where antisocial behaviour is an ongoing problem.

### **5.4 The Housing and Regeneration Act 2008**

This act allows landlords to offer tenants, with a history of antisocial behaviour, a Family Intervention Tenancy.

### **5.5 Localism Act 2011**

The Localism Act 2011 introduced a new power for local authorities to offer flexible fixed term tenancies to new social tenants after 1 April 2012. The Act also limited statutory succession for tenancies created post April 2012, whilst enabling authorities to make local decisions about extending contractual succession to other family members.

North Northamptonshire's approach to both elements is covered within this Tenancy Policy as required through the Localism Act.

### **5.6 Housing and Planning Act 2016**

The Housing and Planning Act 2016 included the provisions needed to compel local authorities to grant fixed-term secure tenancies subject to a few exceptions. These regulations did not come into force.

## 5.7 Domestic Abuse Bill 2020

The Domestic Abuse Bill 2020 require local authorities, when re-housing an existing lifetime social tenant, or offering them a new sole tenancy in their own home, to grant a new lifetime tenancy if the local authority is satisfied that the tenant or a member of their household has been a victim of domestic abuse and the new tenancy is granted in connection with that abuse.

# 6.0 Tenancy Offer

## 6.1 Definitions

### **Introductory Tenancy**

An introductory tenancy provides a 12-month trial period before a tenant is awarded a secure tenancy. Should tenancy breaches occur in the period, it can be extended by a further 6 months. Introductory tenants have fewer rights than secure tenants, and their tenancies can be ended more easily.

### **Secure Tenancy**

As a secure tenant, you can usually live in the property for the rest of your life, so long as you do not break the conditions of the tenancy agreement.

### **Assured Tenancy**

An assured tenancy is a long term tenancy provided by other social housing providers, such as Housing Associations.

### **Fixed Term Tenancy**

A fixed term tenancy is for a set period of time, usually between 2-5 years.

### **Family Intervention Tenancy**

A registered housing provider is able to offer a Family Intervention Tenancy (FIT) in circumstances where the tenant is likely to be evicted, or could already have been evicted, on the grounds of anti-social behaviour. Family Intervention Tenancies are not secure or assured, they fall into the list of excluded tenancies, and as such they will be terminable on notice with no need to prove any grounds for termination or possession. It is important to note that Family Intervention Tenancies are entered into voluntarily on the part of the tenant, who cannot be compelled to sign such a tenancy agreement.

### **License / Non-Secure Tenancy**

NNC are limited to the type of occupation agreements it can offer to homeless applicants occupying its own temporary accommodation. Licences are offered in the first instance and converted to Non-Secure Tenancy Agreements when a decision is reached on longer term housing duty. When occupiers of temporary accommodation secure permanent accommodation within our own stock the tenancy will usually be an Introductory Tenancy.

## 6.2 Tenancy Offer

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

Any successful applicants who do not hold an Assured or Secure tenancy with a social housing provider, at the time of offer, will be offered an Introductory Tenancy.

Any successful applicants who already have an Assured tenancy or a Secure tenancy with a social housing provider will be granted a Secure tenancy.

We will offer Secure Tenancies to most tenants following an Introductory Tenancy.

Two-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 so that they can sustain their tenancy.

Flexible fixed term tenancies may be used for specialist accommodation such as fully adapted housing.

Where appropriate we will offer tenants, with a history of anti-social behaviour, a Family Intervention Tenancy.

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 Tenancy followed by Secure Tenancy	Lifetime	To provide tenants with the security and safety of a Secure Tenancy.
EXCEPTIONS			
All applicants who already have a lifetime tenancy	Secure Tenancy	Lifetime	To provide existing lifetime social housing tenants with the security and safety of a Secure Tenancy.
Tenants whose Introductory Tenancy has been extended due to their conduct during the tenancy (and requiring more intensive support to ensure their tenancy is sustained into the long term).	Fixed Term	2 years	To enable the tenant to work intensively with the housing team to sustain their tenancy.
Specialist Housing Solutions such as fully adapted specialist accommodation, either purpose built or extensively adapted.	Fixed Term	5 years minimum	To ensure the very best use of accommodation in short supply. The properties will be identified prior to advertising on Keyways and the advert will clearly state the 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 years	To enable families to work intensively with the housing team to sustain their tenancy.
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### **6.3 Introductory Tenancies**

North Northamptonshire Council will offer a 12-month Introductory Tenancy to all applicants who are new to social housing. There will be the potential to extend an Introductory Tenancy for an additional six months where there are concerns about tenancy conduct and breaches of the conditions of tenancy that do not warrant ending the tenancy. Tenancies will be actively monitored and where there are any issues, intensive support will be provided.

Decisions to extend or end an Introductory Tenancy are subject to review. Our reviews will mirror our approach detailed for Stage 2 complaints in the Customer Compliments, Comments and Complaints Policy.

### **6.4 Secure Tenancies**

We will offer lifetime Secure Tenancies to all tenants who have successfully maintained an Introductory Tenancy for 12 months unless specific circumstances apply.

### **6.5 Flexible Fixed Term Tenancies**

We may use Fixed Term Tenancies of a minimum of two years where an Introductory Tenancy has been extended. All two-year Fixed Term Tenancies will come with intensive support from the housing team. Advice will be provided and will 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 fully adapted and accessible accommodation, either purpose built or extensively adapted.

### **6.6 Other Tenancies Available**

The Antisocial Behaviour Act 2003 allows us to apply to court to demote a Secure Tenancy where antisocial behaviour is an ongoing problem. A tenancy which is demoted does not have the same rights and security of tenure as a Secure Tenancy.

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 address and improve any antisocial behaviour.

## **Summary of Tenancy Rights**

<b>Introductory Tenancy</b>	<b>Fixed Term Tenancy</b>	<b>Secure Tenancy</b>
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.

## ***6.7 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.

Where it is appropriate to do so we will work with the Northamptonshire Children's Trust on capacity related tenancy decisions and also seek to involve other agencies that can offer support.

## ***6.8 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 other agencies that can offer support.

Where it is appropriate to do so we recognise we may need to work with North Northamptonshire Adult Services or other agencies on capacity related tenancy offers and tenancy sustainment issues to ensure the right advice and support is achieved.

## ***6.9 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.



There are a range of local support options in each of our geographical areas. All our tenancies are monitored and any Introductory or Fixed Term Tenancy which are extended come with intensive support for the tenant to sustain their tenancy.

We provide tenancy support to help our tenants maintain their tenancies and live independently. We work closely with our local partners and will work collaboratively with them to provide tenants more specialised support where required.

### ***6.10 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 North Northamptonshire Adult Services, Northamptonshire Children's Trust, as well as local health and social care providers to support tenants.

### ***6.11 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 or closer to family.

### ***6.12 Transfers***

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

### ***6.13 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 ensure through our mutual exchange processes that tenants will have the same or similar security of tenure to that of their original tenancy.

Our Mutual Exchange Calculator is provided for guidance in Appendix A

### ***6.14 Downsize Support for Existing Tenants***

We offer support to tenants wishing to downsize to a smaller Council or housing association property.

## **6.15 Tackling Tenancy Fraud**

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

Examples of tenancy fraud include:

- Sub-letting without permission
- 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 may publicise the result in order to deter further tenancy fraud.

## **6.16 Local Lettings Policies**

Some housing schemes may have a formally agreed Local Lettings Policy (LLP) to help create a more balanced and sustainable community. Where relevant the LLP will specify the type of tenancy to be offered.

# **7.0 Tenancy Changes**

We will ensure that tenants are aware of their rights and responsibilities at the beginning of a tenancy, including statutory rights.

## **7.1 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.

## **7.2 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 the **Localism Act 2011 section 160**. Only one statutory succession can be permitted on any tenancy.

The Housing and Planning Act 2016 changed 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 civil partner. There is no statutory right of succession for other family members.

### **7.3 Contractual Succession Rights**

The Localism Act 2011 does give local authorities the power to grant additional contractual succession rights in their tenancy terms if they wish.

The Council recognises that Statutory succession rights are limited, therefore our approach will assist in situations where bereavement and the death of a tenant brings about a need to consider the status and future of household member(s) left in occupation of a property.

A contractual succession is the granting of a new tenancy to an occupier who fails to meet the legal criteria for statutory succession but meets the Council's agreed contractual succession policy criteria. There is no right to a contractual succession.

The Council will consider all the circumstances prior to granting a contractual succession, including:

- a) the eligibility and conduct of the potential contractual successor (Appendices C and D define the criteria in detail); and
- b) the property (its type and demand).

In some cases, a contractual succession will be granted at a more suitable property freeing up a property where demand can be met from Keyways applicants.

All approved contractual successions will result in the granting of an introductory tenancy.

Failed contractual succession may cause a situation of potential homelessness. In this situation the Council will provide advice to the occupier and signpost to the Housing Options Team to provide further advice and support.

North Northamptonshire Council understand the importance of contractual succession. Further guidance regarding our approach can be found below in Appendices B, C & D.

All contractual succession cases may only be signed off by a senior manager.

### **7.4 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 statutorily 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 statutory successions will be permitted on the tenancy.

Tenancy is assigned using a “deed of assignment”.

## ***7.5 Issuing New Joint Tenancies to Applicants***

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

We will only issue inter-generational joint tenancies in exceptional circumstances where eligible joint applicants are deemed to require housing via our Allocation Policy and through our Keyways Allocation Scheme.

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

Service of a Notice to Quit (NTQ) or a Notice to Terminate 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 NTQ or a Notice to Terminate in order to end the tenancy.

## ***7.6 Joint to Sole Requests***

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

If an 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 tenant to a joint tenancy will end the tenancy. Unless it is a Fixed Term Tenancy as above, the joint tenancy will end on the expiry of the NTQ.

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

If one of the tenants in a joint 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 Offer' the property to the occupant.

A 'Direct Offer' is where the Council does not advertise the property through Keyways, instead a direct offer of accommodation is made to a suitable applicant. There are several circumstances in the Keyways Housing Allocation Scheme where this might apply but the relevant one to joint tenancies is provided below. More information regarding other circumstances can be found in the scheme itself.

*The circumstances where a direct offer may be made include:*

*'Where a joint social tenant has given notice to quit, and the property is suitable for the remaining tenant to continue to occupy and this allocation is supported by the landlord.'*

All joint to sole requests, including any Direct Offers, may only be signed off by a senior manager.

## **7.7 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. If a sole tenant requests adding another tenant to create a joint tenancy, we will refuse the request.

Where a tenant wishes to surrender their sole tenancy in order for a new joint tenancy to be created, this will only be considered in exceptional circumstances and in line with our Keyways Allocation Policy. Usually, we will seek to protect our existing tenants through the continuation of their sole tenancy, this is because granting a new tenancy can adversely affect their tenancy rights. North Northamptonshire Council retains the discretion with regards to any such decisions.

All sole to joint requests may only be signed off by a senior manager.

## **7.8 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

## **8.0 Tenancy Management Policies**

### **8.1 Abandonment**

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

- make the best and most effective use of housing stock
- keep void times to a minimum.
- support vulnerable tenants
- prevent rent arrears
- prevent disrepair or deliberate damage
- avoid claims of illegal eviction
- prevent anti-social or criminal behaviour in connection with the property

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.

### **8.2 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.

### **8.3 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 and rent arrears policy.

We will seek to resolve issues at the most appropriate and proportionate level; however, 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
- Demotion of tenancy

## **8.4 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. Tenants are visited regularly during the tenancy.

Where problems exist within the first twelve months of the tenancy, the Council will identify and agree an action plan. Provided 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 an action plan fails, the tenancy may be terminated.

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

## **8.5 Tenancy Terminations**

Tenants are required to give 4 weeks written notice to the landlord if they wish to end their tenancy. This period must end on a Sunday. An NTQ or Notice to Terminate form is available for this purpose, however, it is not a requirement. A letter, as an alternative to an NTQ, 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.

## **9.0 Review and Monitoring**

9.1 This Policy will be reviewed every two years, unless legislative or regulatory changes require an earlier review. If staff become aware that there are problems with effective operation of the Policy or the associated procedures, they should report this to the Policy Owner. This feedback will be incorporated into the Policy / procedural review process.

9.2 Minor changes to this policy can be agreed by the Executive Member for Housing and Communities in consultation with the Executive Director for Adults, Communities and Wellbeing. Where there are significant changes or changes to legislation then this will require the policy to be approved through the appropriate governance.

## **10. Complaints**

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 Council's Complaints team and monitored against the Complaints Policy.

## **11. 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.

## **12. 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

## Mutual Exchange Calculator

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
Secure/Assured Pre April 12	Affordable rent Tenant	Up to Landlord	Intro converting to Fixed Term	Assignment Deed

## Appendix B

### Statutory Succession Guidance

This table sets out North Northamptonshire Council's approach to statutory succession.

The deceased tenant was...	Who has the right to succeed?	The detail...
Sole Secure tenant. Tenancy commenced before 1 <sup>st</sup> 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 <b>if</b> qualifying successor - if <ul style="list-style-type: none"> <li>• No spouse / civil partner to succeed</li> <li>• They lived in this property as their home</li> <li>• Evidence that they resided with tenant for 12 months prior to death (at this or another property)</li> </ul> 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.  (see Contractual Succession guidance table Appendix C below)
Sole Secure Tenant. Tenancy commenced after 1 <sup>st</sup> 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 <sup>st</sup> April 2012 will only have statutory succession rights to spouse or civil partners.

		<p>NNC has chosen to use the discretionary power to extend succession rights to family members.</p> <p>Family members are defined as - grandparent, child or grandchild, brother, sister, uncle, aunt, nephew, or niece.</p>
Introductory Tenant	Spouse or civil partner	Where a sole tenant dies (Introductory) the same rules apply as for a sole secure tenant 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	<p>This is survivorship but does count as a succession to the tenancy.</p> <p>Remaining tenant succeeds to the tenancy in the property with all the existing tenancy rights.</p>
Temporary Tenancies	No right to succeed.	

## Appendix C

### Contractual Succession Eligibility

This table sets out North Northamptonshire Council's approach to contractual succession.

All succession cases may only be signed off by a Senior Manager.

Circumstance	Considerations
1. Certain family members: Sons & Daughters Grandparents Grandchildren Aunts & Uncles Nieces & Nephews Adopted Children Immediate step-relations and half-relations	Member of the household for 12 months or more
2. Gave up their LA or RSL to move in /care for the tenant who has died, and they are a family member	Was the property of at least the same size or larger?
3. Son or daughter of adult age who has continually lived in the property	Continual residence must be established
4. Remarried or cohabiting couples where the tenant was a successor previously	Divorcees, widows, widowers, and long term relationships
5. Combining family households into one property	Family members are those related legally or by blood relations or who are Adopted Children, step-relations, half-relations
6. Previously lived permanently with siblings or friends for reasons including economic, support or companionship	If already a joint tenant - no issues Otherwise, relationship must be established

## Appendix D

### Tenancy Amendment Criteria

This table sets out North Northamptonshire Council's approach to tenancy amendments for succession cases.

	Statutory Succession	Contractual Succession	Sole to Sole Assignment	Sole to Joint	Sole tenancy following joint tenancy termination	Name Changes
1 Any previous successions, contractual successions or assignments which may have taken place	√	√	√	√	√	
2 If the applicant has a legal interest in another property (including a property abroad) and it would not be unreasonable for them to occupy it or sell it to address their own housing options		√		√	√	√
3 The conduct of the applicant and remaining household <b>including housing related account management</b> since the death of the tenant		√		√	√	
4 Housing related debts the applicant is responsible for		√	√	√	√	√
5 If the property is purpose built or extensively adapted to meet housing need and there is no need identified in the proposed household	√	√	√	√	√	
6 Is the property suitable for occupancy by an elderly person and the applicant wouldn't meet the allocation criteria because of age	√	√	√	√	√	
7 Sustained demand from elderly applicants for bungalows, Gregory flats or ground floor accommodation		√		√	√	
8 Reason for the request	√	√	√	√	√	√
9 Is the property subject to any local lettings policy which the applicant would not meet	√	√	√	√	√	
10 Would the property be grossly under or over occupied (more than 1 bedroom spare or would create an overcrowded household)	√	√	√	√	√	

11 Must be known to have lived at the property for at least 12 months immediately before the tenant died This will be established by the council by way of checks of the Electoral Register, Census Data, Housing Benefit records or Council Tax records	√	√	√	√	√	
12 Property size, type, usual allocation offer criteria		√		√	√	
13 Affordability	√	√	√	√	√	√
14 If the property is required for redevelopment or refurbishment	√	√	√	√	√	√
15 Whether a valid notice or court order are in place		√		√	√	√
16 Length of occupancy	√	√	√	√	√	√
17 Any other relevant factor	√	√	√	√	√	√

## Tenancy Breaches

Current tenancy breaches will be considered in contractual succession decision making. Where the breaches are significant or there are pending possession proceedings contractual succession will not be considered.

## Arrears

In terms of arrears the following will be parameters when reaching a decision

- 8 weeks or more in arrears and no payment plan in place or a payment plan is in place which is not being adhered to
- Possession proceedings have commenced or are pending
- An order for possession including a suspended order has been granted
- A warrant for eviction has been applied for or issued

## Anti-Social and Unacceptable Behaviour

In terms of anti-social behaviour, the following will be parameters when reaching a decision

- Where there is evidence of ongoing Anti-Social Behaviour
- Where anti-social behaviour has occurred resulting in a court order or criminal conviction at, in, or near the property within the last 12 months