

Tenure Policy

1.0 Policy Statement

- 1.1 Stonewater will ensure that all customers receive the correct occupancy agreement (Tenancy Agreement, Licence or Lease).
- 1.2 Stonewater aims to give customers the greatest security of tenure appropriate to their circumstances. We will grant tenancies which comply with legislative and regulatory requirements and with our duties under the Equality Act 2010. We will provide clear and full information to customers about the occupancy agreement before they sign.

2.0 Policy Scope and Objectives

- 2.1 The policy applies to every development and home owned (outright or leased) by Stonewater unless a lease states otherwise. The choice of which occupancy agreement to use is left to the discretion of Stonewater. However any decisions should wherever possible be made within the context of this policy, which reflects housing law and best practice.
- 2.2 This policy does not apply to properties owned by another landlord but managed by Stonewater.
- 2.3 We will only offer joint tenancies to spouses and partners. If a customer is already a sole tenant and is seeking a joint tenancy please refer to our Tenancy Change Policy.

3.0 Regulatory and Legal Considerations

- Housing Act 1980
- Housing Act 1985
- Housing Act 1988
- Housing Act 1996
- Localism Act 2011
- Schedule 1 (6) of the Law of Property Act 1925
- HCA Regulatory Framework 2012
- Equality Act 2010
- Coronavirus Act 2020

4.0 Policy Details

4.1 Definition

The tenancy agreement is the written legal contract we have with our tenants which sets out the respective rights and obligations concerning the occupation of the property.

- 4.2 We will use the following tenancy types under the circumstances described:

4.2.1 *New Social Housing Tenants*

All new social housing customers will be offered a 12 month Starter Tenancy which will automatically convert if there are no issues concerning tenancy conduct over this period. We are able to extend the starter period for an additional 6 months where we have concerns concerning tenancy conduct.

4.2.2 Tenants Transferring (non-assignment):

All existing customers, including those of other social landlords, will be offered no less security of tenure than their previous tenancy for example an incoming tenant from another Housing Association who held an Assured Tenancy will be granted an Assured Tenancy (unless moving into a property with an Affordable Rent). These tenants will be offered a Starter tenancy

Those existing customers with a Protected Assured Periodic Tenancy (transferring from Local Authority) will be granted a tenancy with the same rights if they transfer within our housing stock (unless moving into a property with an Affordable Rent).

4.2.3 Tenants permanently displaced:

If a tenant is permanently displaced as a consequence of redevelopment/major works we will ensure that the tenant is provided with no less security of tenure to the alternative property.

4.2.4 Mutual Exchange:

We do not allow customers with Starter tenancies to mutual exchange. In accordance with Section 158 of the Localism Act 2011 where a tenancy started prior to 1st April 2012 the tenancy status will be retained. Please see our Mutual Exchange Policy for further detail.

4.2.5 Assured Shorthold Tenancy Agreements

Where properties fall outside of our usual social lettings arrangements, for example they are designated for market rent, the property is available for a time limited period, we will generally offer Assured Shorthold Agreements.

4.2.6 Shared Owners

We will grant a Shared Ownership lease in accordance with legislation, regulation and good practice.

4.2.7 Licences

We will issue licences to occupy houses in multiple occupation (HMOs) and/or properties that have shared communal facilities such as kitchens and bathrooms.

Licences to occupy will also be offered to existing tenants, who are required to move out of their home for a temporary period only.

4.3 Tenancy termination

4.3.1 Our tenancy agreements will set out the relevant notice periods required to end an occupancy agreement/tenancy

4.3.2 The grounds on which we are able to rely in order to end a tenancy are set out within the tenancy agreement. This includes whether we are able to utilise Ground 8 to apply for a mandatory possession order (where a customer owes 8 weeks rent or more). We will always consider full circumstances when relying on this ground striking a balance between supporting our customers to sustain rent payment and protecting the business.

4.3.3 Where a customer holds a Starter tenancy we may serve a s21 Notice and apply for a mandatory possession order where there have been tenancy conduct issues, and we do not believe the tenancy to be sustainable in the longer term. Where we serve a s21 Notice we provide the customer with a right of appeal.

4.4 Tenancy Fraud

4.4.1 We will hold and process tenants' personal information (including sensitive personal data) to assess tenancy applications, mitigate against tenancy fraud and assist the on-going management of your tenancy. Information will be shared with third parties such as credit reference agencies (e.g. Experian) and checks will be undertaken in partnership with them to enable us to:

- Assess the suitability of housing applications
- Manage tenancies
- Verify identity and undertake checks to prevent or detect crime.
- Recover former debt.

4.4.2 Where we identify tenancy fraud we will work with partners to take robust action which may include possession proceedings and/or prosecution and unlawful profit orders. Our Tenancy Fraud Policy provides further information.

5.0 Service Standards

5.1 Stonewater will select the most appropriate form of occupancy agreement for our homes that:

- Ensures that tenancies granted are consistent , transparent and fair
- Assist the mobility of our customers
- Respond to the changing needs of our customers
- Support the development of balanced and sustainable communities across the areas within which we work
- Ensure Stonewater complies with all legal and regulatory requirements
- Make the best use of our housing stock
- Ensure we co-operate with local authority partners in meeting local housing need

5.2 In the event of a pandemic or other emergencies our procedures will be reviewed to reflect government guidance.

6.0 Equality, Diversity and Inclusion

We will apply this policy consistently and fairly and will not discriminate against any person on grounds of their race, colour, ethnic or national origins, religion, sexual orientation, disability, gender, age or any other matter that may cause a person to be treated with injustice.

7.0 Author & Version

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|---------------|-----------------------------|
| Author | Nicola Mason |
| Title | Head of Housing |
| Approved by: | Housing Committee and Board |
| Date approved | 05.02.19 |

7.0 Revision History

| Version | Date | Author | Description |
|---------|-----------|--------------|---|
| 1 | | R Clayton | Created |
| 2 | 6.1.15 | | Approved by board |
| 3 | 22.11.16 | R Clayton | Reviewed by Housing Committee and confirmed as remaining fit for purpose. |
| 4 | 05.02.19 | | Approved by Housing Committee |
| 5 | 15.6.2020 | Nicola Mason | Reviewed and updated onto new policy template. Updated with pandemic statement. Reviewed in line with new service model Reviewed to consider L&G Regulatory information added |
| 5.1 | 25.6.20 | | Updated following feedback JG |
| | | | |