



Ongo Homes

Tenure Policy

November 2017

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Last updated by:	John Lawrence Head of Housing Management
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1. Our policy is...

- 1.1 To issue tenancies which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community and the efficient use of our housing stock.
- 1.2 To issue tenancies in accordance with the Regulator's Tenancy Standard and the Housing and Tenancy Strategies of the various local authority areas in which we operate.

2. This policy applies to...

- 2.1 All residential tenancies issued by Ongo Homes (OH).

3. Because we want to...

- Ensure that staff and tenants understand the types of tenancies offered;
- Ensure that tenancies granted are consistent, transparent and fair;
- Ensure we comply with all legal and regulatory requirements;
- Aid mobility and respond to the changing needs of our tenants;
- Make best use of our housing stock.

The policy is designed to offer security to our social housing tenants that is consistent with these aims, whilst reserving our ability to offer tenancy agreements that allow us to make best use of stock in the context of the housing market in a particular locality.

4. We will...

- 4.1 We may grant the following types of tenancies:

a) Starter Tenancy

- Starter tenancies are assured short-hold tenancies which are given to new social housing tenants for a period of 12 months.
- If there is a need to transfer within the first 12 months of a Starter Tenancy then a new 12 month Starter Tenancy will be issued.
- After 12 months if the tenancy has been conducted satisfactorily, it will convert to an assured tenancy.
- If a starter tenancy is not conducted satisfactorily, it may be extended for six months or terminated.

b) Assured Tenancy

- Assured tenancies are offered to:
 - ✓ New social housing tenants who successfully complete a starter tenancy;
 - ✓ Existing OH tenants and those of other Registered Providers who transfer/mutual exchange from an existing assured tenancy or if the provision in section 4.8.2 applies.

- ✓ Tenants who previously held a 3-year Fixed Term Tenancy under the Mortgage Rescue Scheme when the Fixed Term comes to an end.
- Assured tenants have the right to remain in the property unless we can prove to a court that we have grounds for possession or a court prohibits a tenant from living at the property.
- Most assured tenancies will be granted at social rent levels but we will grant some assured tenancies at an Affordable Rent, Intermediate Rent or Market Rent as detailed in our Rent & Service Charge Setting Policy

c) Assured Shorthold Fixed Term Tenancies

- We will offer a variety of Assured Shorthold Fixed Term Tenancies to tenants/prospective tenants.
- The length of the fixed term and the instances in which we would offer these types of tenancies are detailed in Appendix 1.
- Reviews of Fixed Term Tenancies are detailed below in section 4.3.
- The use of fixed term tenancies in an area will be the subject of a dialogue with the relevant local authority and wherever possible, consistent with their published tenancy strategy.

d) Family Intervention Tenancies

- Where an existing tenant causes serious anti-social behaviour or allows it to be caused, we can issue a notice offering the tenant a family intervention tenancy.
- These tenancies normally last between six months and one year.
- Tenants are put on probation and given behavioural support services as a condition of living in the accommodation.
- At the end of the family intervention tenancy, we may either:
 - ✓ Offer a starter tenancy, an assured tenancy or an assured-shorthold fixed term tenancy if the tenant complies with their behaviour support agreement, or
 - ✓ Take steps to evict the tenant if they have not complied with the conditions.

e) Licence Agreements

- Licence agreements are used in the following circumstances:
 - ✓ For specialist supported accommodation;
 - ✓ When a tenant is decanted to another property;
 - ✓ For garages.
- Licence agreements can be variable in length

4.2 Demoted Tenancies

- Where an existing tenant causes serious anti-social behaviour or allows it to be caused, we can apply to the County Court for an order to reduce the security of tenure to an Assured Shorthold Demoted Tenancy.
- Demoted tenancies usually last for one year.
- Following successful completion of the order, the tenancy will revert back to that which existed before the demotion.

4.3 Carry out a review of a Fixed Term Tenancy

4.3.1 No later than six months before the end of an assured short-hold fixed term tenancy we will undertake a review to decide whether the fixed term agreement should be ended or renewed. Decisions will be made on a case-by-case basis taking into account the individual circumstances of the tenant and their household.

4.3.2 We will grant a further fixed term tenancy for a period of up to five years unless:

- There has been a significant or consistent breach of tenancy conditions;
- The household is under-occupying their home;
- There is no longer a need for specialist/adapted accommodation;
- There has been a change in circumstances to the household composition that no longer meets the lettings criteria for that property/scheme;
- We have not been able to conduct a final tenancy review due to the tenant's lack of contact and/or no access to the property;
- The tenant(s) fails an affordability assessment.

4.3.3 Housing options will be discussed and advice provided, particularly when a new tenancy is not to be granted. This could include:

- Offering the tenant another OH property suitable to their needs;
- Providing advice to the tenant on finding alternative properties within the social rented sector, which will include advice to register and bid for alternative, appropriate homes on the Home Choice Lincs system;
- Signposting information on how to obtain independent advice on homeownership or private rented sector.

4.3.4 Where we decide to re-grant, the tenant will be offered a new five year fixed-term tenancy. The rent will be relevant to the property and will be set in accordance with our Rent and Service Charge Setting Policy.

4.4 End a Tenancy in the following ways

4.4.1 Tenancies may be brought to an end in different ways depending on the tenancy type and in accordance with our Ending Tenancy, Fixed Term, Income Collection, Anti-Social Behaviour and other tenancy breach procedures. Tenancy agreements state the means by which the tenancy can be ended.

4.4.2 Assured tenancies:

- Tenant serves OH with a Tenant's Notice to Quit (TNTQ) in writing giving **at least** at least 28 days notice;
- OH serving a Notice to Quit where the tenant no longer occupies the property as their principal home;
- By a court order for possession on one of the grounds listed in schedule 2 of the Housing Act 1988

4.4.3 Starter tenancies

- Tenant serves OH with a TNTQ, giving **at least** 28 days notice;
- By a court order for possession following OH serving formal notice under section 21 of the Housing Act 1988 (notice period of 2 calendar month). By a court order for possession on one of the grounds listed in schedule 2 of the Housing Act 1988.

4.4.4 Assured short-hold fixed term tenancies:

- In the case of three to six year fixed terms only: By OH invoking a 'break clause' at any time during the first 12 months of the tenancy followed by OH serving formal notice under section 21 of the Housing Act 1988 and proceeding to court for possession
- By OH serving a six months 'minded to' notice that we are not intending to grant a new tenancy at the end of the term followed by OH serving formal notice under section 21 of the Housing Act 1988 and proceeding to court for possession;
- By a court order for possession on one of the grounds listed in schedule 2 of the Housing Act 1988, aside from those not available for fixed term tenancies.
- By OH seeking to repossess the property through forfeiture if we have completed a thorough investigation and are satisfied that the property has been abandoned.
- Tenants needing to surrender and leave early from a fixed term tenancy may request in writing to be released from their contract (surrender) on 28 days notice. In the case of joint tenancies, all documents must be signed by both tenants. There is no legal obligation for us to agree to a request for surrender but it will be our policy to do so subject to the conditions generally attached to ending a tenancy in good order as stated in the tenancy agreement.

4.4.5 Licence agreements:

- By giving the licensee written notice terminating the licence, according to the terms of the agreement.

4.5 **Give tenants the right to request a review**

4.5.1 Tenants have the right to request a review in the following circumstances:

- Where the length of a fixed term tenancy offered is not in accordance with this policy
- Where the type of tenancy offered is not in accordance with this policy
- When a decision is made not to grant another tenancy on the expiry of a fixed term or starter tenancy
- If we are considering invoking a break clause to end a fixed term tenancy
- When a decision is made to end or extend a starter tenancy
- If we decide to use a mandatory ground for possession

4.5.2 The tenant has 21 days to request a review in writing, verbally or in person.

- 4.5.3 The review will be heard by the Head of Housing Management who will review the case in full and respond to the tenant in writing explaining the reasons for the decision. This person will be independent from the initial decision.
- 4.6 If the tenant requests a review of a decision to end a fixed term tenancy, the review must be carried out and the tenant notified before the date specified in the notice of proceedings.
- 4.7 Succession**
- 4.7.1 Rights of succession are stated in each Tenancy Agreement and are covered in more detail in the Tenancy Management Policy.
- 4.8 Ensure tenants are able to exercise their right to mutual exchange**
- 4.8.1 Assured and assured short-hold fixed term tenants have the right to exchange their tenancy subject to consent from both landlords. Starter tenants and licensees do not have a legal right to exchange.
- 4.8.2 We will grant a tenancy with no less security of tenure to those who were social housing tenants on 1st April 2012 (the day on which section 154 of the Localism Act 2011 came into force), except where the tenant chooses to move into an Affordable Rent property.
- 4.8.3 We will provide information to the affected tenant on the implications of exchanging or transferring into a property which is let at an Affordable Rent and/or fixed term.
- 4.9 Consider vulnerability**
- 4.9.1 We will take into account the needs of those households who are vulnerable by reason of age, disability or illness, and households with children, including through the provision of tenancies which provide a reasonable degree of stability.
- 4.9.2 In practice, this means we will carefully consider the needs of each family and seek to offer tenancies that meet their specific circumstances, where necessary, adopting a flexible approach to the length of the tenancy, surrendering a tenancy and renewing them at the end of the fixed term.
- 5. Making sure we do what we say...**
- 5.1 The Director of Operations is responsible for implementing and monitoring this policy.
- 5.2 The Head of Housing Management is responsible for ensuring this policy is adhered to on a day-to-day basis.

6. Other things to bear in mind are...

6.1 The following related policies and strategies:

- Rent & Service Charge Setting Policy
- Anti-Social Behaviour Policy;
- Shared Ownership Policy;
- Choice-based Lettings Policy;
- Lettings Policy;
- Income Collection Policy;
- Tenancy Management Policy;
- Under-Occupation Scheme;
- Local authority's Housing and Tenancy Strategies in the areas we operate

6.2 The following legislation:

- [HCA - Tenure Standard](#)
- [HCA Affordable Rent Framework](#)
- [Localism Act 2011](#)
- [Housing Acts 1980, 1985, 1988, 1996](#)
- Anti Social Behaviour Crime and Policing Act 2014

7. We'll look at this again...

7.1 In three years time, unless anything changes.

7.2 When reviewing this policy, we will always 'have regard' to the Housing and Tenancy Strategies of the local authority areas in which we operate.

8. What do we mean?

Reference	Explanation
Tenant	Someone that pays rent to use or occupy a property.
Tenancy	The right to occupy or possess a property normally in exchange for the payment of rent.
Tenancy Agreement	A contract between a tenant and their landlord. A tenancy agreement gives certain rights to both tenant and landlord, for example, the right to occupy the accommodation and the landlord's right to receive rent for letting the accommodation.
Tenure	The conditions under which land or buildings are occupied.
Assured tenancy	Introduced by the Housing Act 1988, it is a form of tenancy that grants a degree of security to the tenant. An assured tenant cannot be evicted without a reason.

Assured short-hold tenancy	The default tenancy for most dwellings. It is a form of assured tenancy with limited security of tenure which was introduced by the Housing Act 1988 with important changes made by the Housing Act 1996.
Fixed term tenancy	A tenancy that lasts for a set period of time. At the end of the set period of time the tenancy will end if the appropriate procedures have been followed.
Adapted property	Properties that have been specifically adapted for the needs of disabled people. For the purpose of this policy, this will normally mean properties with a minimum of level access suitable for a wheelchair user and a wet room type bathroom although other types of adaptations may also be considered.
Break Clause	A break clause gives OH an option to give notice during the first 12 months of the fixed term of the tenancy. Notice under a break clause can be given during the first 12 months, but the tenant still has a statutory right to remain at the property for a minimum of 6 months.
Periodic Tenancy	A type of tenancy that exists at law after your fixed term tenancy has ceased.
Minded To Notice	The Notice that we need to give you to advise you whether or not we propose to grant you a new tenancy or not.
Intermediate Rent	An Intermediate Rent comes under the umbrella of 'affordable housing' and is the practice of renting property at a subsidised rent from a Housing Association or Registered Social Landlord .
Absolute Ground for Possession	The Anti-social Behaviour, Crime and Policing Act 2014 introduced a new ground for possession for assured tenancies where anti-social behaviour or criminality has already been proven by another court.
Forfeiture	The loss or giving up of the tenancy as a penalty for wrongdoing.

TYPE OF TENANCY USED:	WHEN WE WILL USE THE TYPES OF TENANCY:	WHAT TENANCY WILL THE TENANT MOVE ONTO AT THE END OF THE PROBATIONARY PERIOD OR FIXED TERM	
		<i>Still meets the lettings or affordability criteria (if applicable)</i>	<i>No longer meets the lettings or affordability criteria (if applicable)</i>
Starter Tenancy	Starter tenancies are assured short-hold tenancies which are given to new social housing tenants for a period of 12 months.	Converts to an Assured Tenancy.	N/A
Assured Tenancy	<ul style="list-style-type: none"> • New social housing tenants who successfully complete a starter tenancy; • Existing OH tenants and those of other Registered Providers who transfer/mutual exchange from an existing assured tenancy or if the provision in section 4.8.2 applies. • Tenants who previously held a 3-year Fixed Term Tenancy under the Mortgage Rescue Scheme when the Fixed Term comes to an end. 	N/A	N/A

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		<i>Still meets the lettings or affordability criteria (if applicable)</i>	<i>No longer meets the lettings or affordability criteria (if applicable)</i>
3-Year Assured Shorthold Tenancy (Mortgage Rescue)	For properties purchased by Ongo Homes under a Mortgage Rescue Scheme.	Assured Tenancy	Move out of property
3-Year Assured Shorthold Tenancy (Shared Housing)	For properties let as part of the Shared Housing Pilot.	3-Year Assured Shorthold Tenancy (Shared Housing)	Move out of property
6-year Assured Shorthold	For all NEW tenants to OH for the following types of property: <ul style="list-style-type: none"> • Significantly Adapted property • 4/5 bed property • 	5 year fixed term tenancy	Move out of property
5 year Assured Shorthold tenancy	For existing social housing tenants for the following types of property: <ul style="list-style-type: none"> • Significantly Adapted property 	5 year fixed term tenancy	Move out of property

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		<i>Still meets the lettings or affordability criteria (if applicable)</i>	<i>No longer meets the lettings or affordability criteria (if applicable)</i>
	<ul style="list-style-type: none"> • 4/5 bed property • Supported Housing Schemes 		
Family Intervention Tenancy	When a family is at risk of losing their tenancy as a result of their behaviour	Starter Tenancy, or Assured Tenancy, or Fixed term Tenancy	Move out
	Think this is same as mortgage rescue above		
Licence agreement	<ul style="list-style-type: none"> • For specialist supported accommodation • Decants • Garages 	Not applicable	Move out of property