



Tenancy policy

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TWO RIVERS HOUSING

Tenancy Policy

1.0 Introduction

1.1 The Homes and Communities Agency (HCA) took responsibility for the regulation of registered providers of social housing in England, such as Two Rivers Housing (TRH), on 1st April 2012. The Regulation Committee, a statutory committee of the HCA, oversees this area and refers to itself as the Regulator of Social Housing (RSH). The RSH has a Regulatory Framework which includes 7 regulatory standards which providers must meet; 3 of these are classed as economic and 4 as consumer standards.

1.2 One of the consumer standards is the Tenancy Standard which requires Registered Providers, such as TRH, to *'offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock.'*

1.3 The HCA also states 'affordable rent' terms can be used where a delivery agreement for new supply of social housing has been agreed. TRH is therefore required to re-let a proportion of empty properties on fixed term tenancies at rents calculated at 80% of the gross market rent including service charges.

1.4 It is also a requirement for Registered Providers to have 'due regard' to local authority tenancy strategies and as such TRH proactively engages with its partner local authorities to deliver these policies.

1.5 The aim of this policy is to:

- Provide a flexible and responsible tenancy management service;
- Ensure tenants are aware of their rights and responsibilities in accordance with their tenancy conditions, legislation and regulatory guidance;
- Support and sustain tenancies;
- Support the development of new homes and sustainable communities across the areas in which we work; and
- Make the best use of the available social housing stock, including reducing overcrowding, tackling under-occupation, and adapted housing for those with a disability.

1.6 It also sets out TRH's approach to:

- The types of tenancy granted and circumstances when they apply;
- Security of tenure;
- How a tenancy can be ended;
- Needs of those households vulnerable by reason of age, disability or illness and households with children;
- Advice and support when tenancies end;
- Assignments and mutual exchanges;
- Succession rights;
- Lodgers and subletting; and

- Complaints and appeals process.

2.0 Definitions

- 2.1 A **contractual tenancy**, is the type of tenancy used when housing applicants who have applied to a Local Authority as Homeless on a temporary basis. This tenancy runs from week to week and does not offer the applicant any security.
- 2.2 A **starter tenancy** is also commonly known as an assured shorthold tenancy. This is the default tenancy for most dwellings in England and Wales. It is a form of Assured Tenancy with limited security of tenure (usually 12 months), which was introduced by the Housing Act 1988 and updated by the Housing Act 1996.
- 2.3 An **assured tenancy** is a form of residential tenancy in England and Wales that grants a degree of security of tenure to the tenant. A tenant under an assured tenancy may not be evicted without a reason and the rent under the assured tenancy will fall under the supervision of a Rent Assessment Committee, where no Tenancy Agreement is in place. Assured tenancies were introduced by the Housing Act 1988 and replaced tenancies protected by the Rent Acts.

There is no set time period associated with an assured tenancy and therefore provides security for the 'life' of the tenant, provided there are no tenancy breaches and other issues, such as redevelopment, which require the tenant to be relocated. It is sometimes also referred to as a 'lifetime' tenancy.

- 2.4 A **fixed term tenancy** is a tenancy which is granted for a set length of time. When this tenancy period ends, the tenant's circumstances will be reviewed to determine whether a further fixed term tenancy will be reissued or not.

Although the minimum term for a fixed term tenancy specified by the HCA is 2 years, TRH's Governing Board decided it would grant fixed term tenancies for a 10-year period.

- 2.5 **Affordable rent** is calculated at 80% of the market rent in the locality, as opposed to social rent which is generally lower.

The use of affordable rent is to ensure TRH can continue to develop new affordable housing to respond to on-going housing need.

- 2.6 A **tenancy agreement** is a contract between a tenant and their landlord. It may be written or spoken. 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.

- 2.7 A tenant and their family may be **decanted** (i.e. re-housed) by TRH on a temporary basis due to maintenance, refurbishment or redevelopment work but later return to their original home.

3.0 Tenancy Options

3.1 TRH offers the following tenancy options:

Type of Tenancy	Duration
Contractual Tenancy	1 week (homeless temporary lettings)
Starter Tenancy	12 months (on Starter only tenancies can be extended by a further 6 months.
Assured Tenancy	Life
Affordable Rent Fixed Term Tenancy	10-year fixed term

It should be noted that TRH also provides additional low-cost home ownership initiatives, such as Rent to Homebuy and Shared Ownership.

- 3.2 The level of rent charged at letting for each tenure option is determined in line with current Government guidelines relating to social housing or affordable rent.
- 3.3 Due to the transfer of housing stock in April 2003 from the Forest of Dean District Council, some tenants are still on secure tenancy agreements. This is very similar to an Assured Tenancy. With this type of tenancy, the tenant retains all the rights they had with the Local Authority, including the Right to Buy. Whilst these agreements are still legally binding, TRH does not offer this tenancy type for new applicants or transferring tenants.

4.0 Circumstances for granting a tenancy type

- 4.1 Prior to granting a tenancy, all new applicants or transferring TRH tenants are required to pay a minimum of two weeks rent in advance prior to the tenancy sign up and receipt of the keys. In cases where an applicant has had a former debt with either TRH or another registered provider, four weeks rent in advance will be requested. In exceptional circumstances, the Assistant Director of Housing, or in their absence, the Corporate Director (Operations), may allow an applicant to sign for a tenancy without paying the rent in advance if it would mean the applicant, or a member of their household, would suffer significant detriment or hardship. Supporting evidence must be provided with these requests and each case will be considered on an individual basis.

4.2 Starter tenancies:

4.2.1 Starter tenancies are used for all new applicants, whether general needs or HomePlus schemes, and last for a 12-month period. A Starter tenancy can be extended for a further six-month period if necessary. Provided the starter period is completed with no breaches of tenancy conditions, an assured or fixed term tenancy will be created at the 12-month anniversary. However, if a tenant is in breach of the tenancy terms, we will serve a notice before the expiry of the first 12 months. The tenant will have a right to internal review of the notice.

4.2.2 Starter tenancies will not be issued to:

- Existing TRH tenants on assured tenancies transferring to another TRH property.

- Tenants undertaking a mutual exchange whether they are an existing TRH tenant or tenants with another Registered Provider or Local Authority.
- Tenants assigned a tenancy whether via succession or otherwise where the original tenancy is assured.

4.3 Assured tenancies:

4.3.1 Assured tenancies are used for all lettings where a tenant already has security of tenure; i.e. they already have an assured or secure tenancy. For example, a tenant who is moving from one TRH property to another, whether via a Choice Based Letting Scheme or mutual exchange.

4.3.2 An assured tenancy will automatically be granted after 12 months if there have been no tenancy breaches by a tenant with a starter tenancy.

4.4 Affordable Rent Fixed Term tenancies:

4.4.1 Affordable rent fixed term tenancies are used for the majority of new build schemes and a small number of general needs re-lets; they are granted on the property rather than by applicant/tenant.

4.4.2 As with all other relets, properties identified for affordable rent fixed term tenancies are advertised via the relevant Choice Based Letting scheme but are clearly marked as fixed term, with clear information provided covering length of tenancy and rent levels. Prior to allocation an assessment of an applicant's ability to pay will be made (Appendix 1). Affordable rent lettings will be eligible for Housing Benefit in the same way as Assured Tenancy lettings depending on the individual tenant's circumstances.

4.4.3 Where a tenant with an existing assured tenancy applies for an affordable rent fixed term tenancy, they are advised they will 'lose' some tenancy security as a result of moving from a 'lifetime' tenancy to a 10-year fixed term period.

4.4.4 Although TRH has discretion over which general needs properties to convert from social to affordable rent it will not consider a property where any of the following apply:

- there is a Section 106 planning agreement or restrictive covenant which is not compatible with the affordable rent model;
- there are local agreements/contracts which are not compatible with the affordable rent model;
- there is a regeneration project/agreement which is incompatible with the affordable rent model;
- Up to 80% of the market rent is below the target social rent plus service charges;
- there are ineligible service charges;
- the proposed tenant is a minor (below the age of 18); and
- the proposed property has been significantly adapted to meet the needs of a disabled person.

4.4.5 TRH also has the discretion to convert affordable rent properties back to a social rent if a property cannot be let at an affordable rent level.

5.0 Security of tenure/Ending a tenancy

5.1 TRH will ensure that all new tenants are provided with clear information concerning the terms of their tenancy agreement and the consequences of failing to keep to those terms.

5.2 TRH will intervene at an early stage when it becomes aware of any potential tenancy breaches. Following investigation, it will seek to ensure tenants receive appropriate support to help them keep their home.

5.3 Where tenants have rent arrears, TRH will seek possession only where all preventative methods, such as financial inclusion advice, have been reviewed and exhausted.

5.4 TRH may also seek possession of a property which is part of a wider redevelopment or regeneration scheme. In these circumstances TRH will look to move tenants in line with its Decant Policy.

5.5 Although repossession of a property is always a last resort, TRH will take action to evict a tenant in relation to tenancy breaches. There are different processes for each tenancy type:

- For a starter tenancy, TRH will issue a Section 21 notice. Although TRH would have to apply to the Courts for a warrant of eviction there is less security with this type of tenancy. A tenant on a starter tenancy has the right to appeal a notice as outlined in section 11 of this policy.
- For an assured/secure tenancy, TRH will issue a Notice of Seeking Possession. There are specific grounds for each type of breach of tenancy which will be clearly stated in the Notice.
- For breaches during the fixed term period of an affordable rent tenancy, the process for an assured tenancy will be followed.
- Mandatory Grounds as described in the Crime and Policing Act 2014.

5.6 Provided there are no breaches during a starter tenancy, a tenant will either convert to an assured tenancy or sign a new 10-year affordable rent fixed term tenancy agreement.

6.0 Review at end of Affordable Rent Tenancy Fixed term period

6.1 TRH grants a fixed term period of 10 years with all affordable rent tenancies. Tenants with fixed term tenancies will be visited by TRH in the final year of the 10-year period to complete a review assessment, to determine whether the tenancy should be ended or renewed. This assessment will be completed at least 9 months prior to the proposed tenancy end date.

6.2 TRH will renew all tenancies for a further 10 years unless:

- the tenant's capital is sufficient to purchase a property (*assessed against the Communities and Local Government's Lower quartile average house price data*);

- the tenant's income exceeds the income threshold for the area (*calculated against lower quartile average house prices*);
- the household is under-occupying their home by more than one bedroom; and/or
- there has been a breach of tenancy conditions.

However, in exceptional cases, for example where a member of the household is deemed vulnerable, TRH has the discretion to renew tenancies outside these criteria or offer alternative suitable accommodation.

- 6.3 Where a tenant's circumstances in terms of family size, housing need or financial status remain compatible with the property they are occupying, a further 10-year fixed term tenancy will be issued. As before, TRH will not end the tenancy during a fixed term unless there is a breach of tenancy condition; the tenant(s), however, can end the tenancy at any time by surrender with a notice period agreed with TRH. Both signatures are required where there is a joint tenancy.
- 6.4 Where a review determines that it is not appropriate to renew the tenancy, a "minded to" notice will be served on the tenant confirming that TRH will not renew the tenancy. Advice and support will be offered to help the tenant find alternative accommodation and where necessary TRH will signpost tenants to the relevant local authority and other appropriate organisations such as Citizens Advice.

Options should also be considered where the tenant is:

Situation	Option
Now under occupying the property	Consider offer of smaller accommodation
Now overcrowding the property	Consider offer of larger accommodation
Income now significantly increased	Consider conversion to shared ownership. *
Tenancy condition record poor	Consider refuse to re-house.
<i>*Please note: Tenants with a fixed term of two years or above have the 'Right to Acquire'.</i>	

- 6.5 The tenant has the right to request a review of the decision in line with the TRH appeal process, outlined in section 11 of this policy. The appeal should be received within 21 days from the day the "minded to" notice was served, the decision of which will be final.

7.0 Tenancy changes and assignment

- 7.1 TRH will not normally change the named tenants on a tenancy unless it is in the best interests of the tenants and TRH or there is a relevant court order.
- 7.2 TRH will only change a single tenancy to a joint tenancy to:
- married couples;
 - civil partners;
 - to sole tenants upon marriage; and
 - to established co-habiting couples.

A certificate proving marriage or civil partnership will need to be provided to TRH prior to a joint tenancy being approved. For established partners, evidence that the partner has lived in the property for a minimum of 12 months will be required. No other applications for joint tenancy will be granted (for example, intergenerational or sibling).

7.3 TRH will only remove a tenant's name from a joint tenancy in the following two circumstances:

- by agreement of both parties in writing; or
- as a result of a court order.

In addition, TRH may remove a tenant from a joint tenancy where both parties are in agreement and all relevant paperwork is completed. Any tenant taking on the tenancy in their own right must be aware that they agree to take sole responsibility for any outstanding arrears, debts or antisocial behaviour contracts instigated during the joint tenancy.

7.4 TRH will refuse a request to change the names on a tenancy when:

- The current tenant(s) or the person applying to become a joint tenant owes money to the association for rent, maintenance recovery charges, heating or former tenancy charges
- The person applying to become a joint tenant or the person applying to have the tenancy in their own name would not qualify to join the housing register. For example, they already own a property elsewhere or do not meet the set financial criteria.
- The current tenant(s) is not an assured tenant.
- The person applying to join the tenancy has no recourse to public funds or no right to remain in the country.
- There is a valid County Court Order for possession of the existing tenant's home or elsewhere.
- Legal proceedings of any kind have been initiated against the current tenant or there is any breach of the tenancy i.e. any tenancy arrears.
- The current tenant is already a successor and creating a new joint tenancy would create new succession rights. If there has been a succession (including succession by a surviving joint tenant) then we will not allow another change unless there is a court order directing us to do so.
- The person applying to become a joint tenant is already an assured tenant of another property.
- One of the parties does not intend to live in the property or the person applying to have the tenancy in their own name does not intend to live in the property.
- There is reason to believe one of the parties is being pressured into changing the names on the tenancy.
- Where the person applying to become a joint tenant does not fit the criteria outlined in point 7.2 above.

7.5 TRH reserves the right to refuse an application for a tenancy change, whether joint or otherwise, for other reasons it feels are appropriate and/or there are reasonable grounds to do so.

8.0 Mutual Exchange

- 8.1 TRH aims to reduce housing need and make the most effective use of its housing stock by encouraging appropriate mutual exchanges to help increase tenant's choice and mobility options. TRH is therefore a member of Homeswapper, a national mutual exchange facility to enable its tenants to advertise their interest in finding a mutual exchange.
- 8.2 TRH encourages mutual exchanges between two or more tenants of TRH, or between two or more tenants of TRH, another Registered Provider or a Local Authority.
- 8.3 TRH will approve mutual exchange applications provided none of the grounds for refusing such applications in the Housing Act 1985 and the Localism Act 2011 apply.
- 8.4 TRH tenants who were previously tenants of the Forest of Dean District Council and new tenants who have joined TRH and who hold an Assured or 10-year Fixed Term Tenancy are entitled to mutually exchange with the consent of TRH.
- 8.5 TRH tenants who are on an Assured Shorthold (Starter) tenancy or a Starter only tenancy are not able to apply for a mutual exchange until they have been a tenant for a year and their tenancies have been converted to an Assured Tenancy or they have signed a 10-year Fixed Term Tenancy Agreement.
- 8.6 TRH will not withhold permission for a mutual exchange to take place unless it has good reason to do so. It may impose conditions on its permission concerning the payment of outstanding rent, the remedying of any breach or the performing of any obligation of a tenancy. Some of the reasons that TRH would not give permission are as follows.
- If a Court Order for possession has been granted to the Assignee.
 - The accommodation is substantially more extensive than is reasonably required by the proposed assignee. i.e. under occupation of the property
 - The accommodation is not reasonably suitable to the needs of the proposed assignee. i.e. over occupation of the property.
 - The accommodation is designed to make it suitable for occupation by a disabled person. If the assignment were made and there would no longer be such a person residing in the accommodation.
 - Where a Section 106 Agreement is in place.
 - Where there are rent arrears or other TRH debt.
- 8.7 TRH's tenants will be informed of the decision concerning their application within forty-two days of the application being made. If the application is refused, reasons for the refusal will be provided.
- 8.8 Due to the changes brought about the Localism Act 2011, the type of tenancy given to tenants carrying out a mutual exchange may be different depending on the type of tenancy the applicant currently holds. The date on which their current tenancy commenced will also have an impact. Information relating to this is detailed in Mutual Exchange Matrix (Appendix 2).

9.0 Succession

- 9.1 TRH acknowledges the right to succession on the death of a tenant. The tenancy may be passed on to a partner who lived with the tenant at the time of their death, whether or not they were married. This right is also granted to same sex partners. This is provided:
- The deceased tenant did not succeed to their tenancy;
 - The partner lived in the tenant's home as their only or main home at the time of the tenant's death; and
 - The deceased tenant held a sole tenancy.
- 9.2 This right applies to all tenants who hold either an Assured tenancy or a 10-year Fixed Term Tenancy.
- 9.3 An application to succeed to a tenancy must be made within a reasonable period from the date of the tenant's death. However, if there has been a previous succession, including succession by a surviving joint tenant, no further succession will be granted unless there is a court order directing TRH to do so.
- 9.4 As per the Localism Act 2011, any tenancy granted after 1st April 2012 "vests" in the person who qualifies. This means that the tenancy automatically passes by law to the qualifying person with no requirement for a new tenancy agreement to be signed. This also means any rent arrears or debt owed to TRH by the deceased tenant automatically passes to the qualifying person.
- 9.5 If the tenant does not have a partner, the tenancy may be passed to a member of their family as long as the property is their main/only home and they lived at the property with the tenant for at least twelve months prior to the tenant's death. The tenancy can only be passed on once. It should be noted that if the deceased tenant succeeded to their tenancy, no further succession right will be granted.
- 9.6 Members of a family include parents, grandparents (including those by marriage), children, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, half-brothers or half-sisters, adopted children and stepbrothers or stepsisters. If more than one family member qualifies to succeed the tenancy under point 9.5 above, the family should agree who will take over the tenancy. If they cannot agree they must apply to the Court to decide who the tenancy will pass to.
- 9.7 If the tenancy does pass to someone under point 9.4 above and the family member is under-occupying the property at the date of the tenant's death, they will not be entitled to take over the tenancy of the property. In these circumstances, TRH will make a maximum of two formal offers of alternative accommodation.
- 9.8 Where there are no rights to succession, due to a previous succession being granted or no-one meeting the criteria outlined above, TRH will issue the relevant notice to gain vacant possession of the property.

10.0 Lodgers and Sub-letting

- 10.1 TRH understands that there may be occasions when a tenant wishes to take in a lodger or sub-tenant whether because of personal, financial or health reasons

of either person. By allowing all tenancy types the option of taking in a lodger/sub-tenant, TRH is encouraging tenants to make informed choices about managing their own tenancies in a way that can meet their own needs and aspirations. However, TRH recognises having a sub-tenant or a lodger may not always be in the best interests of a tenant and TRH will provide information on an individual basis on how lodgers and sub-tenants may impact on tenancy agreements and affect Benefit entitlements, if appropriate. In addition, TRH will encourage tenants to explore a range of options before making an informed decision about the type of arrangement that best suits their lifestyle and needs. Appendix 3 provides further guidance.

10.2 Tenants can take in any persons as lodgers and sub-tenants as long as they do not sublet the whole property or exceed the permitted number of people allowed to live in the home. If the tenant lives in a scheme designed for a specific purpose (e.g. HomePlus) TRH will not permit the tenant to take in a lodger who themselves does not qualify for the scheme.

10.3 In relation to lodgers and sub-letting, TRH's aims are to:

- Ensure all enquiries and requests by tenants to take in a lodger or sublet part of their property are dealt with consistently and fairly;
- Prevent overcrowding;
- Ensure tenants remain responsible for all obligations under their tenancy agreement;
- Prevent properties being unlawfully sublet, illegal assignment and the creation of unintended tenancies and rights of occupation;
- Minimise the risk of unauthorised mutual exchanges;
- Ensure TRH properties are not used as commercial ventures where rooms are rented out by tenants as a business;
- Ensure TRH has a proactive approach to identifying unauthorised occupation;
- Ensure swift and effective action is taken to regain possession of properties occupied by unauthorised occupants;
- Set out the circumstances where permission to sublet will be refused;
- Alert staff and tenants/residents to the possibility of the exploitation of vulnerable tenants by lodgers or the issues for tenants of taking in vulnerable lodgers; and
- Maintain up to date records of household composition.

10.4 For clarity, TRH uses the following definitions:

- A **tenant** is someone who has a Tenancy agreement with TRH as the landlord in relation to a specific property. They are responsible for the whole property and all the obligations, responsibilities and rights outlined in the agreement. They have a legal relationship with TRH.
- A **lodger** is a person who shares the facilities of a dwelling and does not have exclusive possession of any part of the property. A lodger may also receive services such as a laundry cleaning or meals. They can be asked to go within a reasonable period of notice from the tenant. Family members are not normally treated as lodgers.
- A **sub-tenant** pays a charge to the tenant for exclusive rights to part of the property and will have a tenancy granted by the tenant. A tenant cannot enter a sub-tenant's designated space without permission from

the sub-tenant. It is a breach of TRH's tenancy agreement for a tenant to sublet the whole property.

- An **unauthorised occupant** is someone who has no contractual right to occupy the property or whose continued occupation is unlawful because it is in breach of the express terms of the tenancy or lease.

10.5 Under the 1985 & 1996 Housing Acts, secure tenants have a statutory right to be able to take in a lodger without seeking permission. TRH grants the same right to assured and assured shorthold fixed term tenants under the terms of the tenancy agreement. Tenants on an assured shorthold starter tenancy or assured shorthold fixed term starter tenancy, however, do not have this right.

Although permission is not required, TRH requests that tenants inform us if they take in a lodger and provide the following information:

- Name, age & gender of the lodger(s);
- The intended length of time they will be staying;
- How much they will be charging (weekly, fortnightly or monthly);
- Which part of the property they will be occupying; and
- Confirmation that the Housing Benefit department has been advised (where appropriate).

10.6 In addition, secure tenants are also granted statutory rights under the 1985 & 1996 Housing Acts to take in a sub-tenant with the written permission of their housing association. TRH grants the same rights to assured and assured shorthold tenants under the terms of the tenancy agreement. Tenants on an assured shorthold starter tenancy or assured shorthold fixed term starter tenancy, however, do not have this right.

When a tenant wishes to sublet part of their property they must apply in writing before allowing the sub-tenant to move in and provide the following information:

- Name, age & gender of the sub-tenant(s);
- The intended length of time they will be staying;
- How much they will be charging (weekly, fortnightly or monthly);
- Which part of the property they will be occupying;
- Type of agreement that will be in place between the tenant and sub-tenant, i.e. a contractual tenancy or licence; and
- Confirmation that the Housing Benefit department has been advised (where appropriate).

TRH will not refuse permission for a tenant to have a sub-tenant without good reason. Reasonable grounds for refusal include where:

- Taking in a sub-tenant would lead to the tenant's home becoming statutorily overcrowded.
- The level of payment to be made by the sub-tenant is regarded as excessive.
- Planned repair or improvement works will affect the accommodation likely to be used by the proposed sub-tenant.
- The proposed sub-tenant is subject to action for antisocial behaviour.
- The tenant is subject to a possession order.

- It would not be appropriate for the proposed sub-tenant to live with the tenant if they live in a specific housing scheme (e.g. Home Plus) which the sub-tenant would not qualify for.
- There was substantiated evidence that a vulnerable adult or a child might be at risk if the sub tenancy was granted.

Where permission is given, an assured sub tenancy must not be used. TRH refutes any claims of a sub-tenant to security of tenure if a tenant leaves the property. Where permission is refused, the tenant will be given the reasons in writing within 10 days of the written request. If a tenant wishes to appeal against this decision they can (see section 11 of this policy for further information).

- 10.7 Tenants are responsible for the behaviour of their lodgers and sub-tenants. If they cause nuisance, damage property or harass neighbours, TRH will investigate and may take action against the tenant for breach of tenancy.
- 10.8 In addition, the tenant is responsible for ensuring the lodger/sub-tenant vacates on termination of their tenancy. They are also responsible for ensuring that lodgers and sub-tenants are given a reasonable period of notice or in the case of a sub-tenant, pursuing legal action to force vacation of the property. Lodgers or sub-tenants left in occupation once the tenancy is terminated will be deemed to be unauthorised occupiers in line with this policy and as such TRH reserves the right to take action to regain vacant possession of the property. The terminating tenant will be subject to any incurred costs as a result of action taken.
- 10.9 Where TRH discovers that a tenant has taken in a sub-tenant without first getting permission, it will liaise with the tenant and decide whether to give retrospective permission. If retrospective permission is denied, the sub-tenant will be expected to leave the property. If it is suspected that the tenant has sublet the whole of the property or are in breach of their tenancy agreement, TRH will investigate further and where necessary take legal action.
- 10.10 If a tenant is in receipt of benefits it is their responsibility to declare the rent payments received from any lodgers/sub-tenants as income to any relevant organisation, such as Her Majesty's Revenue and Customs (HMRC), Department for Work & Pensions (DWP) or local authority.
- 10.11 As part of the conditions of their tenancy with TRH, the tenant is still responsible for the obligations as defined in the Tenancy Agreement, such as monthly rent due or rechargeable repairs and any breaches will be enforced against the tenant, whether they are as a result of actions by the lodger/sub-tenant.

11.0 Complaints and appeals

- 11.1 If a tenant/applicant is not happy with any element of TRH's service received they will be able to make a formal complaint. The complaint will be dealt with in line with TRH's Complaints and Compliments policy.
- 11.2 If a tenant/applicant is not happy with the type of tenancy they have been offered, had their tenancy extended or been refused a property due to its tenancy type option they can, if they wish, appeal against the decision. Tenants should notify TRH within 10 working days of receipt of the refusal letter stating their reasons

for an appeal. The tenant will be asked to attend an appeal hearing to present their case. The appeal panel will consist of three senior managers and the tenant will be advised of the outcome.

- 11.3 As outlined in section 6.5 where a decision is made not to renew an affordable rent fixed term tenancy the tenant has the right to appeal.

12.0 Equality and Diversity

12.1 TRH is committed to the principle of equality of opportunity in the delivery of its services. TRH aims to ensure all its customers are dealt with fairly and equitably and, where possible, taking into account the diverse nature of cultures and backgrounds.

12.2 TRH will actively work towards promoting good relations, eliminating discrimination and addressing existing disadvantage in relation to different groups on the basis of race, colour, ethnic and national origin, nationality, gender, disability either mental or physical, religion, sexual orientation, marital status, HIV/AIDS, responsibility for dependants, trade union activity, and age.

12.3 It should be noted that TRH has taken into account the needs of households who are vulnerable by reason of age or disability/illness by ensuring Home Plus schemes and properties significantly adapted are only considered for assured 'lifetime' tenancies in order to provide a degree of stability. Although 2, 3 or 4 bed houses are considered for conversion to affordable rent fixed term tenancies, TRH has considered the impact on households with children and has chosen to instigate 10-year fixed term periods rather than the recommended 2-year minimum in order to provide a reasonable degree of stability. In addition, only a relatively small percentage of the overall general needs housing stock is being converted to this type of tenancy, with the remaining being let as assured 'lifetime' tenancies.

12.4 An Equality Analysis Form has been completed in the production/review of this policy (see Appendix 4).

13.0 Monitoring and Review

13.1 The Housing Services Manager is responsible for monitoring this policy ensuring it is being correctly applied, and is also responsible for ensuring reviews of this policy are carried out.

13.2 TRH will undertake regular reviews of this policy, any procedures related to it and staff training needs, ensuring service improvements are made and implemented.

13.3 There will be an automatic review of this policy whenever there is a change of policy from the government, the HCA or change to legislation. In the absence of any other trigger, the policy will be reviewed at intervals of no more than three years.

13.4 This policy will also be reviewed in line with the subsequent reviews of the tenancy strategies of partner local authorities, such as Herefordshire Council,

Forest of Dean District Council, Tewkesbury Borough Council, Gloucester City Council and Stroud District Council

Version	Date	Author	Change Description	Approved by	Date approved
4	April 2018	RS	Inclusion of Lodger policy and update of succession rights.	SMT	24/04/2018
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Appendices:

Appendix 1: Financial Assessment Calculator

Appendix 2: Mutual Exchange Matrix

Appendix 3: Additional Lodger and Sub-letting guidance

Appendix 4: Equality Analysis Form



Financial Assessment Form – Affordable Rent Tenancies

Name of Applicant:	
Gross Income:	£ per week/month
Net income after tax and national insurance	£ per week/month
State benefits/ £ Pension	£ per week/month
Occupational Pension	£ per week/month
Other	£ per week/month
Capital:	
Total savings/ Investments	£
Property value	£
Outstanding Mortgage	£
Other	£

Name of Joint Applicant/partner:	
Gross Income:	£ per week/month
Net income after tax and national insurance	£ per week/month
State benefits/ £ Pension	£ per week/month
Occupational Pension	£ per week/month
Other	£ per week/month
Capital:	
Total savings/ Investments	£
Property value	£
Outstanding Mortgage	£
Other	£

Do you have any financial commitments that we should be aware of e.g. maintenance payments, debt relief orders, individual voluntary arrangement, etc?

I confirm that I have provided all the information requested of me and that the information provided is correct to the best of my knowledge. I understand that if I have failed to provide information asked of me or provided false or incorrect information which leads to a tenancy being granted then legal action can be taken against me which could result in the loss of my home.

Signed (applicant) _____

Signed (applicant) _____

Print name: _____

Print name: _____

Date _____

Date _____

Notes on completing this form

Details of **income** and **capital** must be provided for all of the following people:

- You
- Any joint tenants
- Your spouse/civil partner
- Your partner if they will be living with you

You must provide evidence of any income and capital.

What to include in the ‘Gross Income’

- Wages from any paid employment
- Working tax credit
- Child tax credit
- Disability allowance
- Any other benefits you receive (not including council tax credit)
- Any maintenance payments you receive from another person

What to include in ‘Total savings and investments’

- Savings in bank accounts/building society accounts etc.
- Stocks and shares
- Other investments such as ISAs, bonds, etc.
- National Savings and Investments e.g. Premium bonds, saving certificates, growth bonds, income bonds etc.

What to include in ‘property value’

- All property owned in the UK or abroad

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Is the applicant or partner getting any of the following means tested Benefit?				
	Applicant		Applicant 2 / Partner	
Income Support	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Jobseekers Allowance (income based)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Employment and Support Allowance (income based)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Guarantee Pension Credit	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Where benefit income unknown, is the following statement true?				
Is the Council Tax bill paid by Council Tax benefit?	<input type="checkbox"/> Yes		<input type="checkbox"/> No	

Where both the applicant and applicant 2/partner have ticked yes to any of the above then they will be considered to be under the threshold as they are on means tested benefits and therefore the below assessment does not need to be carried out.

Where either of the applicant(s) or their partner is not on means tested benefit then the following financial assessment for both (including the person on means tested benefit) will be required.

Is financial assessment based on sole or joint income?	<input type="checkbox"/> Sole	<input type="checkbox"/> Joint
Is the total capital sufficient to purchase a property outright at the average house price within that area?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Where there is capital but not enough to purchase a property outright carry out the following calculation:		
(Average House Price – Total capital) ÷ 3.5 (sole) or 2.5 (joint)		
	£	
Does the total income exceed this value?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Where there is no capital:		
Sole/joint* income threshold for property size for that area:	£	
Does the total income exceed the income threshold for that area?	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Is tenant(s) or partner bankrupt?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide details and attach evidence:	


* Delete as appropriate

Are there any other reasons why the tenant(s) or partner may struggle to secure a mortgage or private rented accommodation e.g. poor credit history, job insecurity (fixed term, temporary contract, redundancy notice served), irregular income, etc. Yes No

If yes, please provide details and attach evidence:

MUTUAL EXCHANGE MATRIX

Tenant 1 Current tenure 	Full secure (pre 1/4/12)	Full secure (post 1/4/12)	Secure flexible Social Rent (Local Authority)	Secure flexible Affordable/Intermedi- ate Rent (Local Authority)	Full assured (pre 1/4/12 tenancies)	Full assured (post 1/4/12 tenancies)	Fixed term AST 2 years + Social Rent	Fixed term AST 2 years + Affordable/ Intermediate Rent
Tenant 2 Current tenure 								
Full secure (pre 1/4/12 tenancies)	Deed of assignment Swap (same) tenures Swap rents	Deed of assignment Swap tenures Swap rents	Surrender & Regrant 1 to be granted tenancy in accordance with landlord's policy 2 should be granted new secure tenancy	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Surrender & Regrant 1 to be granted tenancy in accordance with landlord's policy 2 should be granted new secure tenancy	Deed of assignment Swap tenures Swap rents
Full secure (post 1/4/12 tenancies)	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap (same) tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents
Secure flexible Social Rent (Local Authority)	Surrender & Regrant 1 should be granted new secure tenancy 2 to be granted tenancy in accordance with landlord's policy	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap (same) tenures Swap rents	Deed of assignment Swap tenures Swap rents	Surrender & Regrant 1 should be granted new assured tenancy 2 to be granted tenancy in accordance with landlord's policy	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents
Secure flexible Affordable/Intermedi- ate Rent (Local Authority)	Deed of assignment Swap tenures Swap rents (see note 5 below)	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap (same) tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents
Full assured (pre 1/4/12)	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Surrender & Regrant 1 to be granted tenancy in accordance with landlord's policy 2 should be granted new assured tenancy	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap (same) tenures Swap rents	Deed of assignment Swap tenures Swap rents	Surrender & Regrant 1 to be granted tenancy in accordance with landlord's policy 2 should be granted new assured tenancy	Deed of assignment Swap tenures Swap rents

Tenant 1 Current tenure 	Full secure (pre 1/4/12)	Full secure (post 1/4/12)	Secure flexible Social Rent (Local Authority)	Secure flexible Affordable/Intermedi- ate Rent (Local Authority)	Full assured (pre 1/4/12 tenancies)	Full assured (post 1/4/12 tenancies)	Fixed term AST 2 years + Social Rent	Fixed term AST 2 years + Affordable/ Intermediate Rent
Full assured (post 1/4/12)	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap (same) tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents
Fixed term AST 2 years + Social Rent	Surrender & Regrant 1 should be granted new secure tenancy 2 to be granted tenancy in accordance with landlord's policy	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Surrender & Regrant 1 should be granted new assured tenancy 2 to be granted tenancy in accordance with landlord's policy	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap (same) tenures Swap rents	Deed of assignment Swap tenures Swap rents
Fixed term AST 2 years + Affordable/ Intermediate Rent	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap tenures Swap rents	Deed of assignment Swap (same) tenures Swap rents

Notes

1. Reference to full assured includes tenancies that were originally granted as a starter tenancy that have now converted to a full assured tenancy.
2. The starter only tenancies are not included in this grid because those tenants have no right to exchange.
3. Where exchange operates by deeds of assignment, grounds for deciding permission to exchange are set out in Two Rivers policy for mutual exchanges.
4. Where exchange operates by surrender and re-grant, i.e. under the Localism Act 2011, the grounds for deciding permission to exchange are set out in Schedule 14 of the Localism Act 2011.
5. i.e. Tenant 1 would take over the flexible tenancy at affordable/intermediate rent.

Additional Lodger and Sub-letting Guidance

TRH TENANTS:

- If a tenant is considering taking in a lodger or sub-tenant they should approach TRH first for advice and/or permission on their rights and responsibilities including declaring any income to HMRC and DWP/benefit service where appropriate.
- TRH will also advise that tenants are responsible for the behaviour of the lodger or sub-tenant and that TRH will not become involved in any dispute between the tenant and the lodger or sub-tenant. However, TRH will signpost the tenant to other organisations such as the Citizens Advice Bureau or local Law Centre which may be able to assist.
- TRH will make the tenants aware that if they apply for a transfer, the lodger or sub-tenant will not be counted as part of the household. The same criterion applies if the household needs to be decanted.
- TRH will not be able to get involved in any disputes between a tenant and lodger/sub-tenant unless it causes antisocial behaviour and/or has implications on the welfare of neighbours. Any action taken as a consequence of antisocial behaviour could result in the tenant losing their home.
- TRH strongly advises tenants to seek legal advice before taking in a lodger or sub-tenant.

LODGER/SUB-TENANT:

In relation to the rights of a lodger or sub-tenant, it should be noted that:

- A lodger or sub-tenant will have no rights to succeed to the TRH tenancy agreement for the whole property in the event of the tenancy ending, whether voluntarily or via legal action. In addition TRH will have no responsibility to provide alternative accommodation and will only provide details on where the lodger/sub-tenant should seek advice.
- A lodger or sub-tenant has no legal relationship with TRH and therefore none of the rights, responsibilities or obligations associated with the tenancy or property.
- If a tenant needs to be decanted to an alternative property so that major works can take place in their home, lodgers and sub-tenants will not be classed as part of the household. In these instances, TRH will have no responsibility to provide accommodation for lodgers and/or sub-tenants.

LEASEHOLDERS/SHARED OWNERS:

In respect of leaseholders or shared owners, the following should be noted:

- None of the TRH Right to Buy leases prevents properties from being rented out or sublet.
- Leaseholders remain responsible for all covenants in their lease and the behaviour of their tenant, while their property is sublet. TRH recommend that a formal tenancy agreement is in place which matches the terms of the lease.

- TRH will advise the leaseholder that if they have a mortgage, they must write to tell their lender they are planning to sublet the property, and that they are responsible for the landlord's duties under the Gas Safety Regulation 1998 and the provision of an Energy Performance Certificate for the property.
- A specific term of a shared ownership tenure is that the property must be the lessee's only and principal home. There is no restriction on sub-letting the property as long as the owner remains in residence.
- If in any doubt the shared owner/lessee should contact TRH for further advice.



EQUALITY ANALYSIS FORM

1. Name of policy, strategy or project: Tenancy Policy

2. Name of person completing the analysis: Justine Skitt

3. Date: January 2022

4. Who has been consulted in developing the policy?

No consultation carried as primarily legal or statutory obligations.

5. Sources of information used in this analysis

(E.g. demographic data, research from websites, results of consultations, results of equality monitoring data, complaints, customer feedback, etc)

Tenancy Agreement.
HCA Contract
Review and updating of existing Policies.

6. Identify the effect or potential effect of this policy on each of the diversity groups (Equality Act 2010) by considering the following questions (the list is not exhaustive but an indication of the sort of questions those involved should think about):

- Might some groups find it harder to access the service?
- Do some groups have particular needs that are not well met by the current policy?
- What evidence do you have for your judgement (e.g. monitoring data, information from consultation/research/feedback)?
- Have staff/residents raised concerns/complaints?
- Is there local or national research to suggest there could be a problem?

Protected group	Effect (+ive / -ive / neutral)	Comments / evidence
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Age	Neutral	The Policy relates to all age groups and allocated through relevant Choice Based Lettings process.
Disability	Postive	Properties which have been adapted are not used for conversion to Affordable Fixed Term Tenancies. We will refuse a mutual exchange if a property has been specifically adapted for a disabled person.
Gender reassignment	Neutral	The Policy is the same for all tenants irrespective of gender reassignment.
Marriage and Civil Partnership	Neutral	The Policy is the same for all tenants irrespective of marriage/civil partnership status.
Pregnancy and Maternity	Neutral	The policy is the same for all tenants irrespective of pregnancy/maternity.
Race	Neutral	The policy is the same for all tenants irrespective of race
Religion or Belief	Neutral	The policy is the same for all tenants irrespective of religion or belief
Sex (Gender)	Neutral	The policy is the same for all tenants irrespective of sex (gender)
Poverty/ disadvantage/ location	Positive	Affordable Fixed term Tenancies are subject to a financial assessment. We will offer support to individuals where some financial difficulty has been identified.
	Negative	Affordable Fixed Term Tenancies are subject to a financial assessment. We will offer support to individuals who may not be in a financial position to sustain the tenancy.
Sexual orientation	Neutral	The policy is the same for all tenants irrespective of sexual orientation.

7. Does the policy in its current format promote equality of opportunity and foster good relations between people who share a protected characteristic and those who do not share it?

The policy is aimed at providing a range of tenancy options to people seeking housing, regardless of whether or not they share one or more of the protected characteristics.

8. If positive effect has been identified in table 4 above, how can it be improved upon or maximised, either in this policy or others?

9. Recommendations and opportunities

Are there changes you could reasonably introduce which would make this policy work better?
Is further research or consultation required?

No

DETAIL THE ACTIONS PLANNED

Consider target dates, resources implications, proportionality, risk, regular monitoring and reviewing and list what the positive outcome will be.

Not applicable.

Review (date or timeframe)	January 2022
Name of person/s completing (and involved in completing) form	Justine Skitt
Date analysis completed	17 th January 2022
Name (and signature) of manager/board member approving	