



# Tenancy Management Policy

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## 1. Policy Statement

- 1.1 The purpose of this policy is to set out how Birnbeck Housing Association issues tenancies, the types of tenancies we offer and how we manage our tenancies.
  
- 1.2 The Tenancy Management Policy covers the services we provide to our tenants in our role as a landlord. This policy details our approach to managing:
  - Tenancy Types
  - Terms and Conditions of Tenancy
  - Joint Tenancies
  - Termination of Tenancy
  - Death of a Tenant
  - Succession
  - Assignment
  - Mutual Exchange
  - Tenancy Transfer
  - Abandonment
  - Decants
  - Subletting
  - Permission for Pets
  - Access to the Property
  - Care of Gardens
  - Car Parking Provision
  - Running a business from home
  
- 1.3 We have separate policies for:
  - Repairs and Maintenance
  - Damp and Mould
  - Anti-Social Behaviour
  - Health and Safety
  - Safeguarding



## **2. Scope of Policy**

- 2.1 This policy applies to all residents who hold a tenancy with Birnbeck Housing Association.

## **3. Principles**

- 3.1 Birnbeck Housing Association will provide an effective tenancy management service that meets the requirements of the Regulator of Social Housing.
- 3.2 We will adopt a tenant centred and preventative approach when dealing with any tenancy issues, making sure that tenants are well informed of their tenancy rights and obligations and are involved in finding solutions to any tenancy management issues.
- 3.3 We will develop effective working relationships with other agencies such as the Police, Social Services, Environmental Health, Local Authority Housing Teams and Support Providers.
- 3.4 We will use legal remedies to resolve tenancy management issues if required. Actions to end a tenancy will be a last resort when all other options have been exhausted.
- 3.5 We will deal with issues sensitively and in confidence. Where an issue cannot be effectively dealt with whilst maintaining complete confidentiality, this will be explained to the person/s involved and they will be consulted with on how they would like to proceed.

## **4. Legislation and Guidance**

- 4.1 This policy complies with current legislation.
- 4.2 The key areas of legislation and guidance that apply to this policy are:
- Regulatory Framework for Social Housing, in particular the Consumer Standards
  - Housing Act 2004
  - Housing Act 1985
  - Housing Act 1988 or 1996
  - Data Protection Act 2018
  - Equality Act 2010
  - Localism Act 2011

## **5. Policy Details**

### **5.1 Tenancy Types**

#### **5.1.1 Assured Tenancies**

Assured tenancies are offered to most of our tenants and have no fixed timescale, providing a tenancy for life. This tenancy can only be ended by obtaining a Court Order for possession on one of the grounds set out in Schedule 2 of the Housing Act 1988.

#### **5.1.2 Fixed Term Tenancies**



These are Assured Shorthold tenancies that are only offered to tenants moving into our older person's leasehold scheme. These tenancies are normally offered for a two-year fixed term.

#### **5.2 Terms and Conditions of a Tenancy**

We will communicate the terms and conditions set out within the tenancy agreement to all perspective tenants during the pre-tenancy application process and again at tenancy sign up to ensure that the terms and conditions have been fully understood.

We will only grant tenancies to people over the age of 18. We will not grant tenancy agreements to minors.

#### **5.3 Joint Tenancies**

Birnbeck Housing Association will grant joint tenancies where an application for housing is made by a couple. They must either be married, co-habiting or in a civil partnership.

We will not grant a joint tenancy to an existing sole tenancy unless there are exceptional circumstances.

Where a relationship breaks down either tenant can end the joint tenancy by serving a valid Notice to Quit. This will end the tenancy for both tenants. Birnbeck Housing Association is under no obligation to grant a new tenancy to either party in sole name. Should we look to grant a new tenancy to a sole tenant this would be in the form of a new tenancy. Where a joint tenancy is ended, both parties are responsible for any outstanding debts relating to the tenancy.

#### **5.4 Termination of a Tenancy**

To end a tenancy the tenant should give notice in writing, providing the proposed end date of the tenancy, their reasons for leaving, and a forwarding address and contact details. End of tenancy notices will be acknowledged with a written response confirming the end date of the tenancy and the procedure for handing back the property.

Tenancy termination should always be given by the tenant except in cases where a tenant does not have capacity. In these cases, notice can only be given by someone who has power of attorney, through a Court appointed appointee or by a possession order.

#### **5.5 Death of a Tenant**

We recognise that the death of a family member or friend is an extremely difficult time and we seek to ensure that the process for ending the tenancy on the death of a tenant is as easy as possible.

If the tenant who has died is a sole tenant, we will ask for a copy of the death certificate from the personal representatives of the deceased. We will agree with the personal representative a date for the keys to the property to be returned. Rent will remain due from the estate of the deceased until the point that the tenancy is ended.



If we have been unable to locate the next of kin or personal representative of the deceased tenant, a Notice to Quit will be issued to the Public Trustee. Once the Notice expires, Birnbeck Housing will begin proceedings to take back possession of the property.

#### 5.6 **Succession**

In the event of the death of a tenant, another member of the household may be able to take over the tenancy. This is providing that the existing tenant did not:

- i. Succeed to the tenancy or
- ii. Previously hold a joint tenancy where the tenancy passed into their name after the other joint tenancy died (known as Survivorship).

If the deceased tenant is a joint tenant, the tenancy will automatically pass to the surviving tenant. This will count as a succession. Only one succession is allowed to take place.

A Partner, Civil Partner or Spouse can succeed the tenancy as long as they were living with the tenant at the time of death and can prove that they were living at the property as their main home for a period of at least 12 months. Exceptions will apply where the property is unsuitable in terms of size, adaptations, if the age criteria is not met or if it is a supported housing property.

All claims for succession should be made within one month of the death of the tenant.

#### 5.7 **Assignment**

We do not permit tenants to assign their tenancies unless it is by way of a mutual exchange with a tenant of another social housing provider, ordered to do so by a court in matrimonial proceedings or in accordance with Schedule 1 of the Children Act 1989.

#### 5.8 **Mutual Exchange**

A mutual exchange is where two or more tenants within social housing can transfer their tenancies by means of assignment.

It is the responsibility of the tenant(s) wishing to mutually exchange to find another tenant to exchange properties with and to put this request in writing.

Birnbeck Housing will review the request and will respond within 28 days of the application. We may refuse the request if we have reasonable grounds to do so. These grounds are set out in Schedule 3 of the Housing Act 1985.

#### 5.9 **Tenancy Transfer**

Birnbeck Housing does not operate an internal transfer list. Any existing tenants wishing to transfer to another Birnbeck Housing property must apply in the same manner as a new tenant.

#### 5.10 **Abandonment**

Birnbeck Housing will investigate situations where we believe a property has been abandoned and is not being used by a tenant as their sole and principal home.



If after investigation it is believed that the property has been abandoned, we will issue a Notice to Quit and start proceedings to take back possession of the home.

#### **5.11 Decants**

Tenants may need temporary housing so that essential work can be carried out to their home. This work may be needed due to unforeseen circumstances such as fire, flood or other incidents. We will work closely with tenants to endeavour to provide suitable alternative accommodation.

In situations where tenants are obliged to move permanently due to property disposal, demolition or major redevelopment works; tenants will be entitled to statutory home loss payments. Any arrears will be offset against a home loss payment. The home loss payments are set out in line with the Home Loss Payments (Prescribed Amounts) (England) Regulations 2019.

#### **5.12 Subletting**

Subletting is not permitted. Our properties are for the tenant(s) main and principal home and subletting is not permitted for whole or part of the property.

Birnbeck Housing will investigate and allegations of subletting and will take enforcement action where necessary.

#### **5.13 Permission for Pets**

Pets are not allowed in our supported or sheltered housing properties.

For our general needs' properties, we will allow you to keep a pet in your home, which is normally restricted to a small/medium sized dog or cat. Permission must be sought from Birnbeck Housing before any pets are brought into the home.

Assistance dogs, such as guide dogs will always be permitted.

Dogs listed within the Dangerous Dogs Act 1991 and/or any animals listed in the schedule of the Dangerous Wild Animals Act 1976 will not be given permission to live in one of our properties.

If we are made aware that a tenant(s) is keeping pets as described above, we will treat this as a breach of tenancy agreement and will commence legal proceedings to take back possession of the property.

Tenants are responsible for the health and welfare of their pets and have a duty of care to their pets. If we become aware that a pet is not being cared for properly or is being mistreated, we will inform professional organisations such as the RSPCA. In addition we will consider revoking permission for the keeping of pets both current and in the future.

#### **5.14 Access to the Property**

Our tenancy agreements clearly state that tenants must allow us access to the property for electrical testing, gas safety inspections, to carry out repairs and to



inspect the condition of the property. We will give reasonable notice prior to a visit. Where access to a property is denied, we will take appropriate legal action to access the property by means of an Injunction or Notice of Seeking Possession.

#### **5.15 Care of Gardens**

For tenants with individual gardens that they are responsible for, we will discuss the importance of garden maintenance as part of the sign-up process, so that tenants are clear on their responsibilities for keeping their garden maintained.

When we become aware that a garden is not being maintained we will take appropriate action in line with the tenancy agreement.

#### **5.16 Car Parking Provision**

Car parking spaces are available to tenants and their visitors in some of our housing schemes. Spaces are limited and are not usually allocated.

Unless stated otherwise, communal car parking spaces are used on a first come, first served basis.

Some of our housing schemes have parking enforcement. If tenants or their visitors are not parking correctly in the spaces provided, they risk receiving a parking enforcement notice.

#### **5.17 Running a Business from your home**

We may grant permission for you to run a business from your home, provided that:

- The business will not cause nuisance or annoyance to your neighbours.
- The business will not damage the property.
- The property is suitable for the nature of the business.
- The business will not lead to objections from statutory authorities or change the use of the building.
- There are no health and safety issues as a result of the business.
- The business will lead to other breaches of the tenancy agreement.

### **6. Equality, Diversity and Inclusion**

6.1 Birnbeck is committed to Equality, Diversity, and Inclusion and strive to fairly treat our residents of all races, ages, religion, gender, sexual orientation, and disability.

6.2 This policy aligns with our Equality, Diversity, and Inclusion policy.

6.3 All tenants can have access to this policy.

6.4 We will provide all leaflets and letters in plain English, explaining our reasons for how we have dealt with any requests. Upon request, we will endeavour to arrange interpretation and translation or provide information in an alternative format.



6.5 This policy and any accompanying information can be translated or provided in an alternative format upon request.

## **7. Appeals and Complaints**

7.1 We aim to meet all of our obligations when providing a tenancy management service. If we do not and you are not happy with the service we have provided, you can contact us and inform us of this. Any dissatisfaction will be addressed in line with our Complaints policy.

## **8. Monitoring and Review**

8.1 Routine customer satisfaction surveys will be conducted to review resident satisfaction regarding tenancy management and to seek continuous service improvement.

8.2 Birnbeck will review this policy every three years unless legislation, business or sector changes require changes to be made sooner to ensure that we meet all of our obligations as a social housing landlord.