

# Tenancy Policy

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## 1. Introduction

- 1.1 This policy sets out the types of tenancy agreements we offer when letting our homes and the circumstances in which we grant them. It aims to ensure that clear guidance is provided, the appropriate tenancy is granted and that all residents are treated in a fair and equitable manner.
- 1.2 If there is any variance between this policy and individual tenancy or occupancy agreements or addendums, the agreement or addendum will take precedence.
- 1.3 This policy has links to some of our other policies, and we've thought about these links when reviewing the policy. This policy should be read in conjunction with our policies for:
  - Lettings (allocations) and tenancy management including rehousing (transfers), succession and assignment, mutual exchanges, moving residents to alternative accommodation (decants) and death of a customer
  - Rent setting, which sets out the rent level charged for each property as specified in our tenancy agreements
  - Lodgers, subletting and unauthorised occupants.

## 2. Scope

- 2.1 This policy outlines our approach to issuing, renewing and ending tenancies and licences for all rented properties across the Peabody Group, except for those dealt with by Town and Country Housing and Peabody Central Housing Trust (PCHT).
- 2.2 This policy also outlines our approach to joint tenancies, covering changing a joint tenancy to a sole tenancy and vice versa, ending a joint tenancy and cases where domestic abuse is present.
- 2.3 Areas not covered by this policy are:
  - Agency managed schemes
  - Properties let through the Regency Choice Based Lettings scheme and Key Living and London Living Rent schemes. These are covered by individual tenancy agreements and the Regency (Crown Estates) Portfolio Policy, Key Living Policy and London Living Rent Scheme Policy.
  - Leaseholders, freeholders or shared owners.
- 2.4 Where a property is to be agency managed, we will determine the type of tenancy agreement to be used in line with the principles set out in this policy.

## 3. Key terms and definitions

- 3.1 A **tenancy** grants exclusive possession of a premises for a given period of time at a given rent, creating a legal relationship between the landlord (us) and tenant.
- 3.2 A **licence** is where the landlord grants a tenant permission to occupy accommodation.
- 3.3 **Right to Rent** (introduced under the Immigration Act 2014) requires us, as social landlords, to check the immigration status of all tenants, lodgers and any other adults who will be living in the property. A person has the right to rent if any of the following apply:

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- They are a British or Irish citizen
- They have indefinite leave to remain (ILR)
- They have refugee status or humanitarian protection
- They have settled or pre-settled status under the EU settlement scheme
- They have permission to be in the UK, for example, on a work or student visa
- The Home Office has granted them a time limited right to rent.

More information on proving the right to rent can be found at <https://www.gov.uk/prove-right-to-rent>.

The requirement to check right to rent does not apply to residents in hostels, refuges, care homes or student accommodation.

Further information and a list of accepted documents can be found in the Lettings Procedure.

- 3.4 A **Notice to Quit** (NTQ) is a legal instrument to end a tenancy that can be provided by a tenant or a landlord to terminate the tenancy.
- 3.5 We define **vulnerability** as being any condition or circumstance that puts an individual or household at risk of losing their home, or any situation which, without support or intervention, places them at risk of abuse, neglect or causes detriment to their overall wellbeing.
- 3.6 A **sole tenancy** is where only one person holds the tenancy. This may be where only one person signed the tenancy originally, or where it was initially a joint tenancy but became a sole tenancy through assignment.
- 3.7 A **joint tenancy** is where two people have signed the tenancy agreement and have equal responsibility for maintaining the tenancy, including the payment of rent in full. Joint tenants are both entitled to live in the home and cannot legally exclude the other without a court order.
- 3.8 A **surrender of a tenancy** is where we agree with the tenant to end the tenancy, for example that a fixed term tenancy can end early.
- 3.9 Some of these definitions may vary in local authority nominations agreements but we will seek to establish consistency with the above approach where opportunities arise.

## 4. Our approach

4.1 The key principles of our approach are to:

- Be transparent, consistent and fair about the types of tenancies we offer
- Create sustainable tenancies and communities whilst minimising the time that properties remain empty between each letting
- Issue tenancies which are compatible with the purpose of the accommodation and the needs of individual households
- Offer our tenants who have been moved into temporary accommodation, due to redevelopment or other works to their home, a tenancy with no less security of tenure on their return to settled accommodation
- Explain to applicants and tenants the types of tenancies we give and any decisions we make about their tenancy, verbally and in writing
- Provide information to all new tenants on the consequences of signing a tenancy to ensure that their rights and obligations are carefully understood
- Be explicit about the conditions for ending a tenancy at sign up and subsequent tenancy reviews.

4.2 We offer the most secure form of tenure that is compatible with:

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- The purpose of the accommodation and any support service required
- The needs and aspirations of individual households
- Creating sustainable communities
- Making the most efficient and appropriate use of our housing stock.

4.3 We make sure all tenancies are created and terminated legally, with requests for joint or sole tenancies dealt with in a consistent manner.

4.4 When a tenant requests to change their tenancy from either joint to sole, or sole to joint, we will signpost them to seek independent legal advice about the implications of such a change and the process involved. If we have had previous alerts of domestic abuse, we will also signpost tenants to relevant domestic abuse services.

4.5 We will only offer a tenancy to those who can provide evidence to confirm they have the Right to Rent as defined under the provisions of the Immigration Act 2014. Any person with a time-limited Right to Rent may be offered housing but will be subject to a follow up check when this expires. Exceptions apply for our care home properties.

4.6 We will not offer an assured tenancy to an applicant who has been granted limited leave to remain in the UK, or who can provide evidence to confirm that they have applied for an extension of their leave to remain in the UK if it has expired – we will instead offer an assured shorthold tenancy.

### 5. Tenancy types

5.1 The type of tenancy agreement we issue is determined by legislation and regulation including, but not limited to, the following:

- The date of the agreement
- The type of agreement, if any, held immediately before the new agreement being granted
- The tenure of property to be occupied, e.g. general needs, sheltered housing, student accommodation, supported or temporary accommodation
- Requirements of nomination agreements or any planning consents and funding used to provide the accommodation
- Local authority strategies in the area.

#### Lifetime tenancy

5.2 A 'lifetime' tenancy is a periodic tenancy agreement. The tenant can live in the property if they comply with the tenancy agreement. If they do not comply and we have to end the tenancy, we must give a reason and obtain a court order. The types of lifetime tenancy are:

- **Assured tenancy.** This is the form of lifetime tenancy that we have been able to offer new tenants since 15 January 1989. Most tenants will be an assured tenant either from the date their tenancy started or after an initial starter period (see 5.5). This type of tenancy is also referred to as an assured 'non-shorthold' tenancy.
- **Secure tenancy.** As a housing association we can only offer secure tenancies to our existing secure (lifetime) tenants whose tenancies started with us before 15 January 1989, as set out below.
- **Assured tenancy with preserved rights.** This is an assured tenancy offered to replace a secure tenancy in specific circumstances, with some of the rights from the previous secure tenancy protected.

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### 5.3 We offer a secure or assured tenancy:

- To our existing secure (lifetime) tenants moving within our stock to another general needs or sheltered social housing property. We will not issue our existing secure tenants with assured shorthold or assured tenancies.
- To lifetime tenants moving into permanent alternative accommodation where they were required to move (decanted) due to redevelopment or other works
- Where a lifetime tenancy has been inherited through succession rights (please see our Succession and Assignment Policy)
- To lifetime tenants of another social landlord who are moving to one of our properties
- To all new tenants of older person housing with the exception of extra care
- In some mutual exchange circumstances (see our policies for mutual exchange).

### **Starter tenancy**

5.4 This is an assured shorthold tenancy for an initial 12 months (the starter period). If there have been no issues with the way the tenant has complied with the tenancy, on written notice from us the tenancy will become an assured lifetime tenancy. We may extend the starter period for a further six months if the tenancy has not been managed satisfactorily by the tenant. Where we extend the starter period, we will give reasons and explain what action the tenant needs to take. The tenant has the opportunity to request an appeal.

### 5.5 We offer a starter tenancy to:

- New social housing tenants
- Existing adult household members who are not tenants, where we have agreed to offer them a tenancy as part of our regeneration agreements.

5.6 We will issue assured tenancies to existing general needs tenants on a fixed-term tenancy without significant tenancy issues.

5.7 We will issue a 12-month fixed-term starter tenancy to new tenants moving into older people's extra care (sheltered) accommodation, unless the tenant has an existing Peabody Group assured or secure tenancy. The starter tenancy will convert to a full assured tenancy at the end of this period, unless we have taken steps to end the tenancy or have agreed to extend the shorthold period.

### **Periodic assured shorthold tenancy**

5.8 A periodic assured shorthold tenancy (AST) is granted for a minimum period of six months. At the end of the initial six months the tenancy continues as a periodic AST tenancy until it is ended by us or the tenant. We use ASTs where we are providing properties to people who would not qualify for social housing or where the accommodation is a temporary solution prior to moving to social housing or another tenure.

### 5.9 We offer an assured shorthold tenancy to tenants moving into our:

- Market and intermediate market rent accommodation
- Key worker accommodation
- Supported housing apart from sheltered housing / extra care schemes.

### **Service occupancy agreement**

5.10 A service occupancy agreement is where we offer accommodation to employees when a condition of the employment is to live on site to carry out their duties. On termination of their employment by us or the employee, the tenancy will cease.

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### **Minor's agreement for tenancy**

- 5.11 As under 18s (minors) cannot legally hold interest in land, we may offer them a minor's agreement for tenancy. This is issued alongside a copy of the tenancy agreement that will come into effect when they turn 18. Under the agreement the minor agrees to comply with all the conditions of the tenancy agreement until they turn 18, at which point the tenancy agreement becomes enforceable. An adult is also required to guarantee the rent and obligations.

### **Licences (including excluded licences)**

- 5.12 We only offer licences for accommodation where the legal criteria defining a tenancy is not met. This is in limited circumstances where the tenant does not have exclusive use of their accommodation / room or for temporary accommodation e.g. in some supported and agency managed schemes.
- 5.13 Licences to occupy will be used where residents are required to move from their existing property into interim properties.

### **Probationary period review**

- 5.14 We monitor tenancies during their probationary period by carrying out a settling-in / welcome home visit, which usually takes place after six weeks unless vulnerabilities require an earlier visit. This is followed by a full tenancy review after nine months, to decide whether to terminate the tenancy, extend the probationary period or continue to the full assured tenancy.
- 5.15 We will assist tenants in their probationary period to sustain their tenancies through a programme of early interventions and clear communication of remedies for tenancy breaches. We will signpost tenants to our services which may assist them including employment and training services, community safety, tenant and family support and welfare benefits advice.
- 5.16 We may extend the probationary period from 12 months to 18 months where we have concerns around how the tenancy is being managed. This may include where a breach of tenancy has occurred, but the breach is not serious enough to warrant possession action, or where we are still monitoring the tenant's behaviour. We will undertake a full tenancy review after 15 months to decide whether to end or continue the tenancy.
- 5.17 We will notify a tenant in writing of any decision we make to extend the probationary period or end the tenancy following the nine-month review. We will explain the reasons for this decision in writing.
- 5.18 The probationary period for tenants housed under the Rough Sleepers Initiative is six months. A probationary review will take place after three months to decide whether to proceed to a full fixed-term tenancy (two years with a six-month break clause), extend the probation period or end the tenancy.

### **Fixed term tenancies**

- 5.19 A fixed term tenancy (FTT) is an assured shorthold tenancy with a fixed minimum period. We offer fixed term tenancies where required by nomination or development agreements or specific schemes aimed at short term accommodation e.g. student accommodation for the academic year or access to home ownership such as London Living Rent.
- 5.20 We offer existing fixed term tenants in general needs and sheltered housing properties an assured tenancy at the end of their fixed term unless they have a tenancy breach or the household is overcrowded.

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- 5.21 From 1 March 2019, we no longer give five year FTTs as our default tenancy to general needs tenants. We are working to transfer our existing FTTs onto assured tenancies.
- 5.22 We will signpost tenants to our services which may assist them, where appropriate, including employment and training services, community safety, tenant and family support, financial inclusion, energy advice service, and welfare benefits advice.
- 5.23 We expect tenants on FTTs with a suspected breach of tenancy to engage with us and provide information and documentation as requested. Where a tenant fails to do so, we may decide to not grant another tenancy on the basis of the information available.
- 5.24 Where we decide not to issue a new tenancy upon the expiry of a fixed term tenancy, we will clearly state the reasons why this decision has been made. This decision will be made on a case-by-case basis according to consideration of the following factors:
- 5.24.1 There is a change in circumstances and the tenant is under occupied by two or more bedrooms, the property is overcrowded or the property has been adapted and there are no household members who require the adaptations, providing the tenant has been offered a suitable alternative property.
- 5.24.2 There has been a breach of the tenancy agreement. We will follow our relevant policies and procedures (such as those relating to rent arrears, unauthorised occupancy and antisocial behaviour), and where this has failed to address the breach of the tenancy agreement, we will end the tenancy.
- 5.25 We will provide reasonable information, advice and assistance about housing options to those households who we have chosen not to issue a new tenancy to, at the expiry of their current FTT.
- 5.26 We will give at least six months' notice where we decide to not grant a new FTT and will outline in writing the reasons for this decision.

### **Market and intermediate market rent**

- 5.27 We will let market and intermediate market rent properties on a contractual monthly periodic assured shorthold tenancy where a possession order cannot be made to take effect within the first six months, unless there is a severe breach of tenancy. The tenant may not terminate the tenancy for at least six months without our consent.
- 5.28 Once the minimum term of six months has expired, the tenancy will run on a month-by-month basis, until written notice is given by either party.

### **Moves to alternative accommodation (decants)**

- 5.29 We will grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation, as outlined in the Alternative Accommodation (Decants) Policy.

### **Vulnerability**

- 5.30 We will make referrals to internal and external services as appropriate and take reasonable steps to address any vulnerability. We offer specialist sheltered housing, as well as adapted homes and homes designed for people with disabilities.

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### Information and assistance

- 5.31 We support tenants to remain in their homes, including offering appropriate information and assistance to help them meet their tenancy conditions, either directly or by referring them to a specialist advice agency. We only evict tenants where it is the most appropriate action to take or if we require possession of the property and we have met the legal requirements to do so.
- 5.32 We provide information to tenants when we give notice that we are ending their tenancy including helping them to access support from the relevant local authority, Citizen's Advice and other similar advice agencies.
- 5.33 If we decide to evict a tenant, we will consult them about informing the local authority housing advice service and homeless service. We may also notify social services if we decide to end the tenancy of a vulnerable tenant or if there are concerns about the welfare of any members of the household. Any third party referrals or notifications will be carried out in line with our Data Protection Policy and GDPR requirements.

### Care and Support

- 5.34 We will grant our care and support customers an appropriate tenancy or licence in accordance with their needs, the type of accommodation and the service specification.
- 5.35 For care and support customers, the decision to extend, terminate or convert a tenancy or terminate a licence will be based on the same principles as a general needs fixed-term tenancy outlined above, with the additional consideration of customer need for and engagement with the care and support service provided.
- 5.36 We will always seek to engage with, support and encourage care and support customers to sustain their tenancy before initiating the tenancy termination process in response to a breach of the tenancy agreement.
- 5.37 We may initiate a tenancy termination to facilitate a 'move-on' to alternative accommodation. We will ensure that residents understand the process before serving any notice.

### Exceptions

- 5.38 On occasion we may offer a different type of tenancy as required by specific circumstances, e.g. where we have offered to assist with accommodating a tenant on behalf of another landlord, a section 106 agreement or to comply with local authority strategies.
- 5.39 Any tenancy offered outside of this policy has to be approved by a Managing Director. For cases within Care and Support, approval is required by one of the Directors of Care and Supported Housing.
- 5.40 We will always clearly explain what type of tenancy is being offered and the reason why we have made the decision as an exception to this policy.

## 6. Ending tenancies

### When a resident ends their tenancy

- 6.1 We understand that our tenants' circumstances can change, and they may want to move out of their home, ending their tenancy with us. When this happens, we will make sure that the tenant's notice is legally valid, that their home is returned to us in good condition and that all their property is removed.

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- 6.2 A Notice to end a tenancy must be signed by the tenant(s) and give at least four weeks' notice to be valid. Different notice periods may apply for care and support homes depending on the specific service and type of accommodation. If a tenant contacts us over the phone to say they are moving out, we will accept the start of the notice period from that date, but we still require a valid written Notice to Quit to be served. Tenants are responsible for paying rent until the NTQ expires and the tenancy ends.
- 6.3 For non-social housing tenants, internal transfers and partner agency agreements, the notice period in the relevant tenancy or occupancy agreement will apply unless we agree otherwise with the tenant.
- 6.4 Tenants who are transferring to another of our properties do not need to serve a Notice to Quit, we will agree a date to bring their old tenancy to an end. They will need to leave the home in good condition and remove all their belongings and furniture. We will make tenants aware that if there is an overlap of tenancies then they will be liable for rent on both homes until the previous tenancy has ended.
- 6.5 Keys must be returned to us by 12pm on the day after the tenancy ends. In cases where a tenancy ends on a weekend, the keys must be returned by 12pm on the following Monday. If not, we will continue to charge a weekly rent until all keys and fobs are returned. Keys can be returned to us earlier if the tenant moves out of the home before the end of the tenancy but rent will continue to be charged until the end of the notice period. For care and support homes the timescale to return keys will depend on the specific service.
- 6.6 When a tenant is transferring to another Peabody property, all arrears and debt owed to us must be cleared before the tenancy is ended. In certain cases, such as a victim fleeing domestic abuse, we may allow a tenancy to be ended if a clear repayment arrangement has been made and is being kept to. If a tenant dies or abandons the home, we will attempt to recover the debt before we end the tenancy and if we cannot, will treat the debt as former tenant arrears. Please see the Former Tenant Arrears Policy for more information.
- 6.7 Anything left in the property after the tenancy ends will be disposed of in line with the Abandoned Goods Policy and any cost will be charged to the outgoing tenant.
- 6.8 The tenancy may also come to an end because of a relationship breakdown or domestic abuse. When this happens, we aim to handle the housing situation as sensitively as possible. We will try assisting tenants to resolve tenancy issues but will always advise them to get independent legal advice. We can set out the options that tenants have for rehousing following a relationship breakdown, but we do not provide legal advice. We also cannot advise non-tenants, for example, a non-tenant partner or a household member, as we have no legal or contractual relationship with them.
- 6.9 There is no contractual right to separate housing where there has been a relationship breakdown. We expect the couple to attempt to agree between themselves who will live in the home or apply to the court for a decision. We will always follow court orders regarding separating or assigning tenancies.
- 6.10 If a spouse, civil partner, or joint tenant leaves the home, whether they are the tenant or not, we will not evict the other spouse or civil partner unless a Ground for Possession applies. Either joint tenant can also end the whole tenancy by serving a valid Notice to Quit. If this happens, we will contact both joint tenants to make them aware this has happened. If contacted about this option in advance, we will suggest legal advice is taken as married couples and civil partners have occupation rights not linked to their status as tenants.
- 6.11 We will not get involved when a tenant asks someone living with them to leave or takes legal action, unless we have been involved in resolving a domestic abuse case. This is because someone living with a sole tenant, such as a partner, has no legal right to stay in the property.



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6.12 We will be sensitive to the needs of tenants in supported or older person's housing involved in relationship breakdown. We will seek permission to discuss the situation with any support services that the tenant may be receiving, for example, a support worker.

6.13 The way we deal with ending tenancies in the case of the death of a tenant is covered in our Death of a Customer Policy.

### **When Peabody ends a tenancy (assured and secure tenancies)**

6.14 We support tenants to remain in their homes, including offering appropriate information and assistance to help them meet their tenancy conditions either directly or by referring them to a specialist advice agency.

6.15 We will only terminate a tenancy and take possession action after all other alternatives have been explored.

6.16 Possession action may be taken if there has been a breach of the tenancy agreement. We will follow our relevant policies and procedures such as those relating to rent arrears, unauthorised occupancy, anti-social behaviour and domestic abuse. Where this has failed to address the breach of the tenancy, we will end the tenancy.

## **7. Appeals**

7.1 A tenant may appeal in writing against the following decisions, providing the appeal is made within 21 calendar days of our decision being made:

- A decision to terminate their starter or fixed term tenancy
- A decision to extend their starter tenancy or probation period
- A decision relating to the length of the fixed term of their tenancy
- A decision relating to the type of tenancy offered.

We will respond to an appeal within 21 calendar days of it being submitted.

7.2 The appeal is investigated by a manager who was not involved in the original decision and is more senior than the original decision maker. They will consider:

- Any serious circumstances we were not previously aware of when we made the original decision
- Whether there is a problem with how the original decision was made, for example, if we have not followed our own procedures
- Whether there is evidence of bias or prejudice.

7.3 Our appeal decision will be in writing, with no further right to appeal. The tenant can make a complaint against the way we handled their appeal in line with our Complaints Policy.

## **8. Joint tenancies**

8.1 We will grant a joint tenancy to new tenants where the nomination, referral or direct application is made by two people who are living together as a married couple, civil partnership or are living together as partners, including same-sex partners. We will offer new tenants a sole tenancy where only one person has been nominated or referred to us.

8.2 We will grant a joint tenancy where both tenants are on the original application at sign up. Where there is only one named applicant, but two people forming a married couple, cohabiting couple or civil partnership on the notification we receive from the local authority, all other

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relevant eligibility criteria are met and we have 12 months' proof of residence for all parties, a joint tenancy may also be granted.

- 8.3 We will not grant joint tenancies to more than two people or to family members other than spouses or civil partners, unless exceptional circumstances apply.
- 8.4 Both tenants must be present at sign up of the tenancy for us to grant a joint tenancy.
- 8.5 We have no legal duty or right to grant or separate joint tenancies unless a court order is in place or we are asked to do so by the qualifying tenant(s).
- 8.6 If tenants request to create or dissolve a joint tenancy, we will advise them to get independent legal advice due to the changing legal position of joint tenancies.
- 8.7 We will not separate or create a joint tenancy at the request of tenants if there are arrears on the account. The arrears must be cleared before permission can be given. The exceptions to this are where the tenancy has been separated by a court order, in which case the arrears would pass to the remaining sole tenant, or where the tenancy is ending completely, and the arrears become former tenant arrears.

### **Sole to joint tenancies**

- 8.8 We will enable a joint tenancy to be signed if an existing sole tenant applies to do so with a qualifying joint tenant. A qualifying joint tenant is a spouse or civil partner or partner, including same-sex partner, who can provide proof of co-habitation for 12 months or more. A qualifying joint tenant must also satisfy the right to rent.
- 8.9 Where we decide to use discretion to change a sole to joint tenancy, we will aim for at least one in-person one-to-one meeting to take place between a member of the Neighbourhood Team and the current tenant. This is a safeguarding measure to make sure that the tenant understands the implications of the change, and so that we can understand the situation behind the tenancy change and provide the necessary support.
- 8.10 We will not grant a joint tenancy where the tenant is in rent arrears (except for housing benefit) and has not maintained a payment plan for at least 12 weeks. This is because we grant joint tenancies by way of issuing a new tenancy agreement so there can be no outstanding rent or other current tenancy breaches at the point of signing a new tenancy.

### **Joint to sole tenancies**

- 8.11 In most instances we cannot transfer a tenancy from joint to sole unless both parties agree and there is a formal deed of assignment.
- 8.12 Where only one tenant wants a sole tenancy, such as in relationship breakdown, we are unable to fulfil this without a Court Order.
- 8.13 We will aim for at least one in-person one to one meeting with the exiting tenant to be conducted by the Neighbourhood Team as a safeguarding measure.
- 8.14 As a matter of law, where a joint tenant dies, the surviving joint tenant will become the sole remaining tenant as long as they were living in the dwelling and remain living in the dwelling as their only or principal home. A joint tenancy can only be passed to the remaining other tenant. It cannot be given to someone other than the other joint tenant unless in the case of the death of both tenants and someone is eligible to succeed. Please see the Succession and Assignment Policy for more details.

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8.15 Where one of two joint tenants serves an NTQ on Peabody to end the tenancy, or a joint tenant serves an NTQ relinquishing the tenancy for both tenants, or there is an absent tenant, we may consider granting the remaining tenant a sole tenancy where no breaches of tenancy have taken place.

### Ending a joint tenancy

8.16 If one joint tenant leaves, we cannot evict the other tenant unless a Ground for Possession applies.

8.17 Either joint tenant can end the tenancy for both tenants by serving a valid NTQ to us. The preference is for both tenants to sign the NTQ and we will aim to contact the other joint tenant to see why the notice has been served. This does not apply to fixed term tenancies. Where there is a fixed term tenancy, we will check the tenancy agreement. If there is a specific termination provision, then we will accept an NTQ signed by both tenants. If there is no provision, we will enter into a deed of surrender.

8.18 We will usually inform the other tenant if a Notice to Quit is served, unless this would put the tenant at risk in situations of domestic abuse.

### Domestic Abuse

8.19 We will not usually re-house a departing tenant, unless they are at risk by not leaving the property, demonstrated by meeting the Multi-Agency Risk Assessment Conference (MARAC) threshold, as well as having been accepted as needed priority housing by the Priority Move Panel.

8.20 Where we identify the tenant requesting a change between a joint or sole tenancy may be pressured to do so, we will recommend legal advice and refer to our Domestic Abuse Policy.

## 9. Household changes and adding household members

9.1 We will allow our tenants in general needs accommodation to add someone to their household profile as a household member for the purposes of transferring to another property.

9.2 When we add someone as a household member this does not make them a tenant. To add someone to the tenancy, they must be added as a joint tenant.

9.3 We will only allow the following people to be added to our homes as household members:

- Dependent children (of the tenant and any other household members), where proof can be provided to demonstrate parental responsibility and the child stays there for at least four nights of the week for most of the year
- A tenant's partner - someone who is married to the applicant, or living in a permanent relationship with the applicant and can prove they have done so for at least twelve months, and does not hold a tenancy or own a property elsewhere
- Other immediate adult family member (e.g. mother, father, brother, sister) who can prove that they live with the household permanently and have nowhere else that is reasonable for them to live, or where the property is their permanent home but they are on a course of education that necessitates living away from home during term time
- Resident carers (if an existing household member needs care overnight, and this can be confirmed by a social care assessment).

9.4 We will not give consent to people who want to move into one of our properties where it would lead to overcrowding, except dependent children and resident carers where no other option is available.

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9.5 Information on subletting and applications for a caretaker or lodger can be found in our Lodgers, Subletting and Unauthorised Occupants Policy.

### **Change of name**

9.6 We ask tenants who change their name to provide evidence of their new name. We will accept the following:

- Government issued documents such as a passport or driving licence
- Certificate of marriage, civil partnership, or divorce / dissolution
- Confirmation from High Court if the change is via deed poll.

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

10.1 We take the tenant's needs into consideration when granting and reviewing their tenancy agreement and provide reasonable adjustments to provide a fair and diverse service to meet individual needs. We make sure our decisions when allocating or reviewing a tenancy do not, directly or indirectly, discriminate on the grounds of any protected characteristic defined in the Equality Act 2010 or any other legislation.

10.2 When we are taking possession action to evict a resident or injunction in the case of ASB or access, the Public Sector Equality Duty S.149 of the Equality Act 2010 is engaged and we must take it into consideration. We therefore undertake proportionality and public-sector equality duty assessments when taking certain types of legal enforcement action.

10.3 An Equality Impact Assessment (EIA) carried out on the previous Peabody Tenancy Policy did not identify any negative impacts on any particular groups of customers. As this is an integration policy and no significant changes have been made, the previous EIA still applies. A full EIA will be carried out when this policy is next fully reviewed.

## **11. Legislation and Regulation**

11.1 The key relevant legislation which applies to this policy is:

- Regulator of Social Housing's regulatory framework and standards
- Protection from Eviction Act 1977
- Housing Act 1985, 1988 and 1996
- Landlord and Tenant Act 1988
- Family Law Act 1996
- Localism Act 2011
- Immigration Act 2014
- Homelessness Reduction Act 2017
- Domestic Abuse Act 2021
- Prevention of Social Housing Fraud Act 2013
- Localism Act 2011
- Prevention of Social Housing Fraud Act 2013
- Matrimonial Causes Act 1973
- Rent Act 1977

## **12. Responsibilities**

12.1 The Managing Directors / Directors of Care and Supported Housing have overall responsibility for the maintenance, operation of and compliance with this policy and associated policies.

12.2 The Assistant Directors of Customer Service / Heads of Service in Care and Support are responsible for training and monitoring that this policy is followed.

# Tenancy Policy

## Approval

<b>Version number</b>	1
<b>Effective from</b>	3 April 2023
<b>Policy owner</b>	Managing Director North Counties

# Tenancy Policy

## Appendix 1 – Summary of tenancies issued in Care and Supported Housing

Type of tenancy	Details
<b>Assured Shorthold Agreements</b>	
12 month starter converting to full assured	Older People's (sheltered) agreement - new tenants
6 month starter converting to 2 year Fixed Term	Rough Sleeper Initiative lettings
Periodic Assured Shorthold	Default supported housing letting agreement. Lettings in schemes let on short lease arrangements. Designated extra care lettings
<b>Assured Agreements</b>	
Supported Housing assured agreement	Designated supported scheme lettings to people with long term support needs.  Internal supported housing transfers to protect security of tenure.
Older People's (sheltered) assured agreement	Peabody Group transfers already holding an assured tenancy
<b>Secure Agreement</b>	Older People's (Sheltered) schemes – transfers of secure Peabody tenants only
<b>Licence Agreements</b>	
Licence (standard) - weekly	Designated lettings in shared or self-contained accommodation not providing exclusive occupation.
Licence (exempt) – weekly / daily	Designated lettings in shared housing (hostel) accommodation not providing exclusive occupation and exempt from the Protection from Eviction Act.
Licence – temporary decant	Issued at zero rent to a resident who needs to be temporarily decanted from their home due to disrepair / improvement works. Rent continues to be charged on their principle home.
Occupation Agreement	Lettings in schemes providing local authority temporary accommodation providing partial exemption from the Protection from Eviction Act. These have the status of an excluded licence during the period that a resident's application for assistance is being assessed. At the point where the local authority accepts a responsibility (i.e. the applicant meets the LA needs threshold and is not intentionally homeless), they become a contractual tenant. If they are still in residence 12 months from the date of the LA's decision they will enjoy the protection of an assured (shorthold) tenant.
Agreement for Tenancy	Lettings to minors (converts to assured shorthold at age 18).