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TENANCY MANAGEMENT POLICY

1.0 INTRODUCTION

This policy sets out our commitment to offer and issue tenancies which are compatible with the purpose of the accommodation type, the needs of individual households, the sustainability of the community and the efficient use of our housing stock.

1.1 This policy outlines Dawson's approach to tenancy management, including interventions employed to sustain tenancies and prevent unnecessary evictions. The policy sets out

- The type of tenancies we will grant and the circumstances in which we will grant tenancies of a particular type
- Our policy on granting discretionary rights, taking into account the needs of vulnerable household members.
- Our policy on granting tenancies at affordable rents.

2.0 LEGAL FRAMEWORK

2.1 This policy has taken into account the following key legislation:

- The Housing Act 1996 (As amended) - Part 6
- The Housing Act 1985
- The Homelessness Act 2002
- The Homelessness reduction Act 2017
- Immigration Act 2014
- Welfare Reform and Work Act 2016
- Welfare reform Act 2012
- Equalities Act 2010

- Protection from Eviction Act 1977
- The Localism Act 2011
- Human Rights Act 1998
- Anti-social Behaviour, Crime and Policing Act 2014
- Crime and disorder Act 1998
- Environmental Protection Act 1990
- Police Reform Act 2002
- Humans Rights Act
- Anti-social behaviour Act 2003
- The Coronavirus Act 2020
- Street vs Mountford 1985
- Housing and Planning Act 2016

2.2 This tenancy policy fulfils the requirements of the Localism Act 2011, the requirements of regulator for Registered Providers to have a tenancy policy and the Affordable Rents Framework.

2.3 The Tenancy Standard requires that housing associations publish a 'clear and accessible' policy on their approach to tenancy management.

3.0 POLICY STATEMENT

3.1 Dawson will follow the guidelines provided by the regulator and the Housing and Communities agency.

3.2 We will have regard to the tenancy strategies of the host local authorities within which we operate.

4.0 AIMS OF THE POLICY

4.1 The aims of the policy are to ensure that we:

- Act to support and sustain tenancies

- Do not allow housing circumstances to become a barrier in achieving broader life aspirations
- Support the development of new homes and sustainable communities across the areas in which we work
- Make the best use of available social housing stock, including to reduce overcrowding, tackle under-occupation and make the best use of adapted housing for those with disabilities
- Embed staff awareness of the correct grounds for possession
- Adopt an approach that is sufficiently flexible to support the objectives of our local authority partners tenancy strategies

5.0 IMPLEMENTATION

Sustaining Tenancies

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

5.2 We will intervene at an early stage when we become aware of breaches of tenancy agreements. Following investigations, we will seek to ensure that tenants receive appropriate support to help them keep their home.

5.3 Residents in supported housing will have a support plan identifying the type of support needed and these will be reviewed regularly. We will refer vulnerable residents occupying our general needs housing to floating support services or other support services where applicable.

5.4 Where tenants have rent arrears, we will seek possession only where all preventative methods such as affordability

assessments, payment plans, financial inclusion and welfare benefits advice, have been reviewed and exhausted.

Type of Tenancy to be Granted

5.5 Dawson will provide new tenants with a written agreement (a Tenancy Agreement) that sets out their rights and responsibilities and our rights and obligations. This will be fully explained at the sign-up interview.

5.6 We will grant new tenants the most appropriate form of tenure when letting our property. The new tenancy may be:

- An Assured Tenancy (Periodic)
- An Assured Tenancy let at an affordable Rent
- An Assured Shorthold Tenancy
- An Assured Shorthold Tenancy (starter tenancy)
- A Fixed Term Tenancy
- An Agreement for a Tenancy
- Affordable Rent Tenancies
- Licence Agreement

5.7 **Assured Tenancies:** These tenancies are used where there is a clear intention to offer a home for life. We will grant Assured Tenancies to new tenants where they already have security of tenure, (i.e. they already have an Assured Tenancy). These could be applicants who are transferring within the Housing Association or have completed a mutual exchange/transfer from another registered provider. We will also grant Assured Tenancies at Affordable rent for any new build homes we acquire and a small number of general relets.

5.8 **Assured Shorthold Tenancies:** They are issued where there is not a clear intention to offer a home for life, or where there is a need to re-set rent level between tenancies.

These types of tenancies have less statutory rights than those of assured tenants and can be ended more easily.

5.9 Fixed Term Tenancies: An Assured Short-Hold Tenancy for a fixed period of time. Fixed term tenancies have less statutory rights than periodic assured tenancies, but some might have additional rights added as a contractual agreement. Fixed term tenancies clearly state the intended length of the tenancy. At the end of the fixed term, we determine whether to issue a new tenancy or terminate the tenancy. We will grant Assured Shorthold Tenancies (fixed term tenancies) to most of our tenants in accordance with regulatory requirements. These tenancies will be for an initial 12 months 'probationary period', and subject to there being no breach, will continue for a minimum of 5 years.

5.10 Agreement for Tenancy: A person under 18 cannot hold a legal interest in the land, and therefore cannot hold a tenancy, so an 'Agreement for Tenancy' is provided until they turn 18 years old. An 'Agreement for Tenancy' assumes that minors have the capacity to contract for 'necessaries'. Items such as accommodation, food and clothing are classed as necessities. We may also consider the issuing on a tenancy held on trust, for example by social services or adult relative.

5.11 Secure Tenancies: These are regulated by the Housing Act 1985 and are sometimes referred to as 'lifetime' tenancies. We do not issue secure tenancies for new entrants.

Affordable rents

5.12 We will grant tenancies let at Affordable Rent for any new build homes we develop under the Homes and Communities Agency's Affordable Housing Programme and a small number of general re-lets.

Affordable rents will ensure that we can continue to provide new affordable housing to respond to on-going housing needs.

5.13 These tenancies are let at a rent rate which is 80% of the market rent in that locality and will be in accordance with our policies and procedures. These tenancies will be clearly marketed as such. A scheme by scheme approach will be taken rather than a borough wide approach and we will regularly review the availability of rent types by property type and location to ensure that a mixture of rent types is maintained.

6.0 LICENCES

6.1 A licence is an agreement which confers limited right of occupation. Unlike a tenancy it will be issued when a resident does not have exclusive possession, for example in a house of multiple occupation where a high level of support and supervision is required.

6.2 Dawson will grant licences across our supported and temporary housing accommodation, where there is a genuine management need to access properties at any time. In addition, the aim of our supported housing is to enable tenants to live independently and to enable them into move on accommodation. As such we grant the most flexible type of tenancy for this tenure.

6.3 Where Dawson offers a licence to a resident who has been decanted, we will grant a tenancy with no less security than the original tenancy. This applies whether they return to their original property or are offered alternative of accommodation.

Fixed term tenancies of less than 5 years

6.4 We recognise that the tenancy strategies of many of our local authority partners remain under development. We will therefore review our tenancy policy on a regular basis, ensuring that we have due regard for the tenancy strategies of the local authorities with whom we work.

6.5 Any decision to introduce shorter term fixed term tenancies will be subject to further consultation with our residents and key stakeholders.

7.0 SUCCESSION RIGHTS

7.1 There are currently no changes to the existing rights of succession for tenants.

Assured Tenancy: any succession would be to a tenancy of this type.

Assured Shorthold tenancy (all types): any succession would be to a tenancy of this type.

Where the right of succession is available this is dependent on the tenancy not having previously passed on through succession.

If this is the first succession claim, upon the death of the tenant, the tenancy can pass onto to a tenant's partner or a family member in the following circumstances:

- A spouse or partner may be able to take over the tenancy as long as the property was their main and only home.
- If the tenancy does not go to the tenant's partner or spouse, we may give our agreement for another member of their family to succeed the tenancy. This would be

subject to them having lived with the deceased tenant as their main and only home for at least 12 months.

- In all cases rules relating to properties with special features (i.e. adapted homes) and rules relating to under occupancy/overcrowding will apply.
- Normally only one succession is permitted.

7.2 Dawson reserves the right to grant discretionary succession rights which takes into account the needs of vulnerable household members.

8.0 SUCCESSION RIGHTS FOR MINORS

8.1 A minor may succeed to a tenancy either by contractual succession or through the parent's will through intestacy. Succession to a tenancy takes place even if the minor is under 18 years old. In these cases, we will provide an 'Agreement for a Tenancy' until they turn 18 years old, as described above. We will liaise with family members and social services who may need to carry out an assessment to ensure the health and wellbeing of the minor.

9.0 ENDING A TENANCY

9.1 Dawson recognises that a tenancy can only be brought to an end in specific ways and has clear policies and procedures in place for terminating a tenancy.

9.2 We see eviction as the last resort and only seek possession where it is a proportionate to the case and when we have exhausted non-enforcement measures.

9.3 We will follow the 'Pre-Action Protocol' where we are considering seeking possession as a result of rent arrears.

9.4 We will not issue notice, issue any claim for possession or apply for a warrant on the basis of rent arrears where a resident has in place a 'breathing space moratorium', and our housing team is working closely with all parties to enable the resident to sustain their tenancy.

9.4 In the event we decide to seek possession we rely on the grounds for possession available through legislation:

- For both periodic assured and assured shorthold tenancies- Housing Act 1988 (Both as amended by the Housing Act 1996 and the Anti-social behaviour, crime and policing Act 2014)
- A list of grounds for assured and assured shorthold tenants is attached as an appendix.

10.1 ACCELERATED POSSESSION PROCEDURE

10.1 Where we decide to end a periodic assured shorthold tenancy, we use the accelerated possession process and serve a Notice Requiring Possession complying with s.21 of Housing Act 1988. Our policies and procedures concerning tenancy management provide details about when we will serve a s.21 notice to end an assured shorthold tenancy.

10.2 Where we decide to end an assured shorthold fixed term tenancy, we can only use the accelerated possession process and serve a Notice Requiring Possession complying with s.21 of Housing Act 1988 at the end of the fixed term.

If there are rent arrears on the account, Dawson will always consider recovering these by serving a separate Notice Requiring Possession complying with s.8 of the Housing Act 1988.

11.0 REVIEWING AST FIXED TERM TENANCIES – GENERAL NEEDS

- 11.1 When a general needs fixed term assured shorthold tenancy is due to end, and if there have been no concerns for the management of the tenancy during the original term, we will offer a new fixed term tenancy with the same length and conditions as the original tenancy as standard.
- 11.2 A full review of the tenancy takes place 12 months before the fixed period is due to end. The review will take into account the following criteria:
 - Under occupation
 - Housing need and suitability of the property
 - Tenancy history
 - Relevant Government guidance
- 11.3 Where a decision is taken not to issue a new tenancy due to breach of the tenancy agreement, or failure to meet the above criteria, consideration will be given to what support has been offered to the resident and other household members. This may include referrals to the intensive housing management team and floating support.
- 11.4 Where support has been offered and not proved effective, consideration will be given to any identified support needs and whether a referral to supported accommodation may be appropriate.
- 11.5 Where a tenancy is unable to be sustained, the Dawson housing team will continue to provide support, advice and assistance to residents on finding alternative accommodation. This will be achieved by liaising with the local authority, third party support providers and private sector agencies.

12.0 TENANCY FRAUD

- 12.1 The term tenancy fraud is used to cover various types of tenancy misuse including:
 - Illegal subletting where the customer sublets the whole of the property
 - Unauthorised succession where someone misrepresents their circumstances in order to qualify and succeed a tenancy
 - 'Key selling' where the customer leaves the property and passes on the keys for a one-off lump sum payment.
- 12.2 Dawson ensures that all customers signed up in accordance with this policy and associated procedures have been correctly monitored in terms of fraudulent behaviour. Dawson takes all instances of reported tenancy fraud very seriously and investigates all claims made.

13.0 GOVERNANCE

- 13.1 Tenancy agreements come under the ownership of the housing operations business stream. Changes to existing agreements or applications for new agreements or tenure types need to be requested, agreed and signed off by the Chief Executive.
- 13.2 Dawson provides regular training for our staff on tenancy management issues to enable them to deal with enquiries and ensure they understand the relevant legislation.

14.0 PUBLICISING THE POLICY AND RAISING AWARENESS

- 14.1 Our resident handbook gives details about the tenancy agreement together with an explanation for the grounds of possession.
- 14.2 We provide regular training for our staff on tenancy management issues to enable them to deal with enquiries and ensure they understand the relevant legislation

15.0 DISPUTES AND APPEALS

- 15.1** Dawson believes that every resident has a right to complain if they are dissatisfied with the way their application, offer or allocation has been handled and will be advised to follow our complaints procedure.
- 15.2** Applicants offered an assured shorthold fixed term tenancy have the right to appeal the length and type of tenancy granted to them on the grounds that it is not compliant with our policy or if they believe our actions have been unlawful. Appeals should be made in writing within 24 hours of viewing the property and will be considered by the Head of Operations.
- 15.3** Applicants also have the right to appeal a decision not to issue a new assured shorthold fixed term tenancy on the grounds that it is not compliant with our policy or if they believe our actions have been unlawful. Appeals should be made in writing within 14 days of the 'minded to' notice being served and the case will be reviewed by the Operations Manager.

16.0 EQUALITY & DIVERSITY

- 16.1** In writing this policy we have carried out an assessment to ensure that we are considering, equality, diversity and inclusion. Our assessments did not indicate that any group had been adversely impacted by our approach to tenancy management.
- 16.2** We have also carried out a privacy impact assessment as information regarding applicants is sensitive. However, responsible information sharing plays a key role in the letting of our homes. We follow information sharing protocols with local authorities and our partners where they are in place.
- 16.3** To request copies of these assessments, please contact enquiries@dawson-housing.co.uk

17.0 RESPONSIBILITY

17.1 It is the responsibility of the Operation Manager to ensure that this policy is implemented.

18.0 RELATED INTERNAL POLICIES

- Allocations and Letting Policy
- Complaint's policy
- Anti-social Behaviour Policy
- Tenant involvement policy
- Equality and Diversity Policy
- GDPR Policy

19.0 REVIEW AND APPROVAL

19.1 This policy will be reviewed at least every two years or as required to take into account legislative changes.

20.0 CONSULTATION

20.1 This policy will be reviewed in consultation with residents and other key stakeholders.

21.0 REVIEW AND APPROVAL

21.1 This policy will be reviewed as required to take account of any changes to legislation that may occur.

Responsible Person: Head of Operations

Date of this review: May 2021

Author: Head of Governance and Compliance

Date of PRG approval: May 2021

Date the next review is due: May 2023

22.0 Appendix 1- Grounds for possession

Mandatory grounds for possession

The court must grant us possession on these grounds.

For secure tenancies

Grounds 9, 10 and 11 are mandatory; however the court must be satisfied that suitable alternative accommodation will be available for the tenant. The grounds are:

Ground 9	Overcrowding
Ground 10	Demolition
Ground 10A	Redevelopment
Ground 11	Charity
Ground 84A [□]	Anti-social behavior (Absolute ground)

For periodic assured tenancies and periodic assured shorthold tenancies

Ground 1 (owner occupiers)	Landlord previously occupied the property and wants to use the property as his or her only and principal home.
Ground 2 (mortgagees)	Dwelling is required for sale in accordance with a mortgage granted before the tenancy began.
Ground 3 (holiday let)	Tenancy is an out of season fixed term letting which was used as a holiday let.
Ground 4 (educational institution)	Tenancy is a fixed term letting which was used for students.
Ground 5 (ministers of religion)	Dwelling is required for occupation by a minister of religion.

Ground 6 (demolition or reconstruction)	Landlord intends to demolish or reconstruct which cannot be done with the tenant in residence.
Ground 7 (death of a tenant)	Tenancy has passed to the tenant through the will or intestacy of his/her predecessor and the landlord has begun possession no later than 12 months after the death.
Ground 7A (serious offences) <input type="checkbox"/>	<p>Tenant /person residing or visiting:</p> <ul style="list-style-type: none"> • has been convicted of a serious offence that relates to the property or the landlord • has breached an injunction under the ASB, Crime and Policing Act 2014 that relates to the property or the landlord • has breached a criminal behavior order that relates to the property or the landlord • has been convicted of an offence relating to noise nuisance under the Environmental Protection Act 1990 <p>Also if the property has been subject to a closure order under the ASB, Policing and Crime Act 2014</p>
Ground 7B (No right to rent)	<p>The Home Office has served notice on the landlord that one or more (but not all) of the tenants or occupiers in the property have no right to rent because of their immigration status.</p> <p>Joint tenancy - when at least one tenant has the right to rent, the court, as alternative to awarding possession, can order that the disqualified tenant's interest is transferred so that it is held by a tenant (or joint tenants) who qualifies under the right to rent provisions.</p> <p>This ground does not apply where the Home Office has served notice that all of the tenants or occupiers have no right to rent, because the assured tenancy is converted to a tenancy that is excluded from protection under the Protection from Eviction Act 1977. In such a case the landlord may serve 28 days' notice on a prescribed form.</p>

Ground 8 (rent arrears)	<p>Tenant owed rent arrears on the date the Notice Seeking Possession was served and at the date of the hearing. The arrears amount to:</p> <ol style="list-style-type: none"> 1. 8 weeks (rent payable weekly/fortnightly) 2. 2 months (rent payable monthly) 3. 1 quarter rent which is 3 months in arrears (rent payable quarterly) 4. 3 months' rent which is more than 3 months in arrears (rent payable yearly)
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For assured shorthold fixed term tenancies only grounds 2, 7, 7A and 8 are available to use.

Discretionary grounds for possession

The court may order possession on these grounds if it is reasonable.

For secure tenancies

Grounds 1-8 are discretionary and the court must be satisfied that it is reasonable to make the possession order. Grounds 12-16 are also discretionary, the court must be satisfied that it is reasonable to make the possession order and that suitable alternative accommodation will be available.

Ground 1	Rent arrears or breach of obligation
Ground 2	Nuisance and behaviour
Ground 2A	Domestic violence
Ground 2ZA*	Riot offences
Ground 3	Condition of premises
Ground 4	Condition of furniture
Ground 5	Misrepresentation by tenant
Ground 6	Improper assignment
Ground 7	Conduct in employment related tenancy
Ground 8	Temporary accommodation due to works
Ground 12	Employment
Ground 13	Property adapted for disabled

Ground 14	Accommodation for special groups
Ground 15	Accommodation for special needs
Ground 16	Succession (size of premises)

For assured tenancies, assured shorthold periodic tenancies and assured shorthold fixed term tenancies

Grounds 9-17 are discretionary grounds on which the court may order possession if it is reasonable.

Ground 9 (suitable alternative)	Suitable alternative accommodation is available for the tenant, or will be when possession order takes effect.
Ground 10 (some rent arrears)	Tenant was in rent arrears on the date possession proceedings began and (unless the requirement for a notice is waived by the court) on the date the Notice Seeking Possession was served.
Ground 11 (persistent delay in paying rent)	Tenant has persistently delayed paying rent, whether or not there are any arrears owing on the date on which proceedings for possession are begun.
Ground 12 (breach of tenancy)	Any tenancy obligation (other than rent matters) has been broken or not performed.
Ground 13 (damage to property)	Condition of the dwelling or common parts has deteriorated owing to acts of waste, neglect or default by the tenant or anyone living with him/her and where a lodger or sub-tenant is responsible for the deterioration the tenant has not taken reasonable steps to remove that person.

Ground 14 (anti-social behaviour/criminal conduct)	<p>Tenant/person residing or visiting:</p> <ol style="list-style-type: none"> 1. guilty of conduct causing/likely to cause a nuisance, annoyance or otherwise act unlawfully in vicinity 2. guilty of conduct causing or likely to cause a nuisance or annoyance to the landlord, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions* 3. convicted of using the dwelling or allowing it to be used for immoral or illegal purposes, or of an indictable offence committed in or in the locality of the dwelling house
Ground 14A (domestic violence)	Dwelling was occupied by couple and <ol style="list-style-type: none"> 1. one or both is a tenant of the dwelling 2. one partner has left because of violence or threats of violence towards a partner or family member 3. court is satisfied the partner who has left is unlikely to return
Ground 14A (domestic violence) (cont.)	
Ground 14ZA (Riot offences) *	Tenant/adult residing has been convicted of an indictable offence during a riot in the UK.
Ground 15 (deterioration of furniture)	Condition of furniture provided by the landlord has deteriorated owing to ill treatment.
Ground 16 (premises let to employees)	Dwelling was let as a service tenancy and the tenant is no longer in that employment.
Ground 17 (fraud)	Landlord granted a tenancy as a result of a false statement made knowingly by the tenant.

For fixed term tenancies grounds 9 and 16 are not available to use.