

## Tenure Policy

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### Policy Statement & Purpose

Bromford's purpose is to create the right environment for our customers to thrive. We will focus on what customers can achieve and what they can bring to their community.

The right home is just the start.

From there, we believe that through building the right relationship with customers, anything is possible.

Each of our customers will have a colleague who believes in their potential to help build the right relationship with them.

To help us make this happen, we will offer customers tenancies or licences which are compatible with the purpose of the accommodation, the needs of their household, sustainability of the community and effective use of our housing stock.

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### Scope

This Policy applies to Tenancy and Licence Agreements granted by:

- Bromford Housing Association Ltd,
- Merlin Housing Society
- Bromford Assured Homes.

This policy does not cover commercial renting or homes that are:

- Leasehold
  - Freehold
  - Shared Ownership.
  - Let via a Managing Agent arrangement
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### Reference Documents

<b>List of Referenced Documents</b>
<a href="#">Tenure and Occupancy Agreements Procedure</a>
<a href="#">Leaving Well Procedure</a>
<a href="#">Occupancy Agreement Types- Flow Chart</a>
<a href="#">Complaints Policy</a>
<a href="#">Rent Setting Policy</a>

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Succession Policy (not yet complete)
<u>Lettings Policy</u>
<u>Mutual Exchange Policy</u>
<u>Anti-Fraud Policy</u>
<u>Domestic Abuse Policy</u>

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## Responsibilities

All colleagues are responsible for carrying out their work in line with this policy and associated How To

Leaders are responsible for ensuring their teams are aware of their responsibilities and receive appropriate training.

The Performance and Practice Manager is responsible for ensuring this Policy is kept up to date and reviewed annually to ensure it meets the need of the business and its customers.

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## Legislative Requirements

By following this Policy, it ensures that Bromford comply with:

- The Localism Act 2011
- The Housing Act 1988
- Tenancy Standard (Regulatory Framework)

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### 1. Considering the needs of vulnerable customers

By getting to know our customers and their households before we make an offer of accommodation, we seek to ensure that we are offering the right home for them in terms of their age, disability, health, and size of household and which will offer them a reasonable degree of stability.

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### 2. The Tenancy and Licences we grant

We aim to match the right home to the right customer and offer a range of different Tenancy and Licence agreements and decide which one to offer based on:

- The customer's circumstances (including financial)
- The type of home that they are moving to.
- Whether they have held a tenancy before and if so which type.

**Fixed Term Tenancy:** Bromford will no longer issue new fixed term tenancies, having decided to revert to the grant of lifetime assured non-shorthold tenancies (preceded by a starter period) as its standard form of tenure for general needs tenants. No further fixed term tenancies will be issued, and any renewal of a fixed term tenancy will be by way of the grant of a new assured non-shorthold tenancy (see below).

**Enhanced (aka Protected) Assured Tenancy:** These are the most secure form of assured Tenancy that we may grant to a customer. They will only be granted to General Needs customers who:

- Already hold this form of Tenancy – because they were living in their homes at the point that it was transferred to Bromford/Merlin from the Local Authority and are moving to another Bromford/Merlin Home. These tenancies will continue to be granted to these qualifying customers providing they remain living in a home with Bromford/Merlin.
- This applies equally to homes let on both an Affordable and Social Rent.

**Assured (Non-Shorthold) Tenancy:** Will be granted to:

- Existing General Needs Bromford Customers who already have an Assured (non-shorthold) Tenancy. This applies equally to homes let at both a Social and an Affordable Rent

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- Existing Bromford Customers who have reached the end of their Starter or Fixed Term Tenancy.
  - New General Needs Customers who at the time of being made an offer have an Assured (non-shorthold) or secure tenancy with another Housing Association or Local Authority and
    - The tenancy began on or prior to 1 April 2012, and
    - The tenant(s) have remained social housing tenants since 1<sup>st</sup> April 2012, and
    - They are not moving to a home let on an Affordable Rent.

**Secure Tenancy:** Bromford have a small number of tenants who hold secure tenancies on registered (fair) rents (granted prior to the Housing Act 1988 coming into force). If a secure tenant moves to another Bromford/Merlin home, they are entitled to a new secure tenancy at a fair rent (under section 35 Housing Act 1988).

**Starter Tenancy > followed by Assured non shorthold Tenancy:** Most customers who are new to Bromford and are moving to a General Needs home, as well as homes classified as either: Sheltered, Housing for Older People, or Retirement Living, will be granted a Starter Tenancy to encourage them to build a relationship with us and make the most out of the services we provide.

The Starter Tenancy will be for a period of 12 months and may be extended once by 6 months - to a maximum of 18 months. Unless the customer is informed otherwise, at the end of the Starter or Extension period the Association will serve notice to convert the Tenancy to an Assured (non-shorthold) Tenancy.

Occasionally, we may attach conditions to the offer of the Starter Tenancy and will agree certain actions that the customer should achieve during the Starter Tenancy period.

**Assured Shorthold Tenancies:** Will be granted to:

- Customers living in homes that are classified as designated or purpose-built Supported Housing.
- Customers living in homes that are classed as Supported such as 'My Place.'
- Market Rented Housing products, where customers pay a Market Rent.
- Intermediate Rent Housing products, where customers pay an Intermediate Rent.
- In General Needs homes where the length of occupation is likely to be short-term, e.g. where the property is leased and there is only a short-term remaining on the lease.

**Assured Shorthold Tenancy – for Bromford Assured Homes:** This type of Tenancy should only be used on homes that are owned by Bromford Assured Homes and let at a market rent. Bromford Assured Homes is not a Registered Provider and therefore this tenancy agreement does not afford customers the same rights as other Tenancies.

**Assured Shorthold Shared Tenancies:** Will be used in Supported Shared Accommodation where customers share facilities, but the property does not meet the definition of a Hostel (see below).

**Contractual Tenancies (Non-Assured Occupancy Agreement):** Will be used where the tenancy is granted on a temporary basis and the customer already has a tenancy of their principal home e.g. when decanting customers temporarily whilst works are completed on their principal home.

**Minor's 'Agreement for Tenancy':** As a person aged under 18 cannot legally hold a tenancy, they will instead be granted an 'Agreement for Tenancy' which will have attached to it the tenancy agreement that they will be granted when they become 18 years old. On the minor's 18th birthday the Agreement for Tenancy automatically falls away and the tenancy agreement is completed with a commencement date to that the customer becomes the legal tenant. The customer will also need a guarantor who will need to sign a Form of Guarantee: this could be a friend, relative or agency (such as Social Services). They will guarantee compliance with the Agreement for Tenancy by the minor including payment of the rent. They will also agree to act as a Litigation Friend if possession proceedings are taken. The situation is more complicated where a minor succeeds to a tenancy, or we want to grant a joint tenancy to someone over 18 and a minor. In these situations, legal advice should be taken as bespoke legal documentation will be necessary to protect the minor's interests.

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**Excluded Licences:** which are excluded from the 1977 Protection from Eviction Act and means that it can be ended with reasonable notice by us and without obtaining a court order for possession. These Licences have very little security and should therefore only be issued in 2 situations:

- 1) It is a licence to occupy a Hostel that meets the 1985 Housing Act definition (section 622):
  1. The accommodation is not-self-contained; and
  2. The accommodation is for a particular group or class of customer (e.g. homeless persons or women seeking refuge from DV); and
  3. The customers share kitchens/cooking facilities or food is provided.

All the above 3 elements must be satisfied for the accommodation to be categorised as a Hostel.

- 2) The customer has been granted any type of accommodation pending a decision on their homelessness status by the local authority. In this situation, the property occupied does not have to be a hostel. It is the status of the individual as a homeless person awaiting a decision from the local authority which justifies the use of an excluded licence. Accommodation like this is sometimes referred to as “interim accommodation”.

Customers who have been found to be statutorily homeless and are awaiting an offer or where they have continued to occupy after the main duty decision has been made must be given a protected licences or AST depending on the accommodation type.

**Protected Licences-** Will be granted where a licence is appropriate rather than a tenancy, but the accommodation does not fall into the two categories of excluded licence. Licences used in Care Homes are protected licences. A protected licence is covered by the Protection from Eviction Act so can only be needed by giving 28 days’ notice to quit and obtaining a court order for possession.

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### 3. Reviews / Plans

As part of ensuring we build a strong relationship with customers we hold regular reviews. The frequency of these reviews will depend on the customer’s circumstances, but each customer will have at least one review with their Neighbourhood Coach each year. The review will include:

- A tenancy fraud check
- Confirming who lives in the property and whether our records are up to date.
- A discussion about the customer’s aspirations and the help that we can offer to help meet those aspirations.
- Identifying any difficulties the customer may be experiencing in having a successful home with us and any help that the customer needs to manage their home and contractual responsibilities.
- An assessment of whether the home continues to be the right home for the customer, considering any changes in household circumstances (such as under-occupation or affordability)

Where necessary, we will develop a plan, which wherever possible will be agreed with the customer to help them sustain their tenancy. This will set out any specific actions that will help the customer have a successful tenancy or licence with us.

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### 4. Change of Circumstances

On occasions, the customer’s circumstances may change so significantly that their home no longer continues to be the right home for them. Some examples of this may include:

- The home is now too small or too large and/or the customer’s benefits have reduced as a result.
  - The home is adapted, and the household no longer require those adaptations.
  - The customer’s financial position has changed and alternative options such as homeownership or market rent are now available for them.
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- The customer is struggling to afford their rent, or their rent payments are presenting a barrier to accessing employment.

In these circumstances we will work with the customer to encourage them to consider a range of alternative housing options.

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## 5. Renewal Decision for Starter and Fixed Term Tenancies

**Starter Tenancies:** During month 9 of the Starter Tenancy we will decide whether to:

1. Convert the Tenancy into an Assured (Non-Shorthold) Tenancy at the end of 12 months; or
2. Extend the Starter Tenancy for a period of 6 months – up to a maximum of 18 months; or
3. Give notice to end the tenancy at the end of the Starter Term.

Unless Bromford have informed the customer otherwise, on the 12-month anniversary of the Starter Tenancy, or the 18-month anniversary if it has been extended, the Association will serve notice to convert the Tenancy to an Assured (non-shorthold) tenancy.

**Fixed Term Tenancies:** 8 Months before the end of any Fixed Term tenancy we will decide whether to:

1. Grant a new Assured (Non-Shorthold) Tenancy at the end of the Fixed Term; or
2. Give notice to end the tenancy at the end of the Fixed Term.

**Renewal Decisions:** As part of our ongoing relationship, customers will be kept informed during their Tenancy of any issues likely to affect the outcome at the end of the Starter or Fixed Term Tenancy.

In making the decision we will consider:

- any breaches of their Tenancy, including arrears and whether the customer is working with us to resolve these issues or not.
- Whether the home meets the needs of the customer and / or best use of stock i.e. if there are adaptations that the customer has that they do not need, or the property is under occupied.
- If a customer's income has increased to more than £60k per annum.

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## 6. Starter Tenancy Extension

The customer will be informed in writing of our decision prior to the 12-month anniversary of the Starter Tenancy, setting out:

- The reason for the extension to the Starter Tenancy:
- Any specific actions that the customer must complete during the 6-month extension period.
- The consequences of failing to complete the agreed actions.
- The customer's right to appeal.

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## 7. Ending a Starter or Fixed Term Tenancy at the End of the Term

In the unlikely event that the Starter or Fixed Term Tenancy is to be ended, the customer will be notified in writing of our decision and the reasons for this:

- For Starter Tenancies the letter will give two months' notice in line with section 21 Housing Act 1988
- For Fixed Term Tenancies the letter will give at least 6 months' notice prior to the end of the fixed term followed by service of a section 21 Notice giving 2 months' notice.

At the time, a Section 21 Notice is issued, if we have already started legal action to end the tenancy (for rent arrears or Anti-Social Behaviour for example), the legal action will continue. The tenancy will be ended by whichever action ends the tenancy soonest, this includes the use of Ground 8.

On the expiry of the Section 21 Notice, the customer will be required to vacate the property. If the customer fails to vacate the property, possession proceedings will be taken to obtain possession.

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## 8. Renewal of Fixed Term Tenancies – by grant of a new Assured (Non Shorthold) Tenancy

In all instances where we decide to issue a new tenancy to an existing Fixed Term Tenant, the new tenancy will be an Assured Non-Shorthold Tenancy rather than a new Fixed Term Tenancy (in line with section 2 above).

Where there are any arrears on an account the customer will be asked to clear these in full prior to the new tenancy being granted. Where this is not possible (and if we still intend to renew the tenancy) the arrears will remain on the tenancy account and will be carried forward to the new Assured (Non Shorthold) Tenancy under the provision within the new tenancy agreement.

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## 9. Appeals

Customers have the right to appeal against:

- Our decision to extend a Starter Tenancy.
- Our decision to end a Starter Tenancy.
- Our decision to end a Protected Licence.
- Our decision to end an Excluded Licence.
- Our decision to end a Fixed Term Tenancy.

Appeals should be made within 14 days of the decision being confirmed to the customer in writing. For Excluded Licences, the appeal should be made within 24 hours.

An Associate Director will consider whether the decision is in line with our Tenancy Policy and their decision will be final.

We reserve the right to continue any possession action notwithstanding any appeal.

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## 10. Advice and Assistance

All customers who are at risk of having their tenancy ended, or who have expressed a desire to move to another home because of a change in circumstances will receive advice on the housing options available to them.

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### Assurance Framework

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#### Document Details

**Owner:** Kevin Bennett  
**Approved By:** Paul Coates  
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