

## Tenancy Policy

<b>Policy statement</b>	<p>Bromford’s purpose is to create the right environment for our customers to thrive. We see the home as a springboard for this, so we have to get them right for each customer but this is only part of the story. Our services should also focus on what people can do, what they can bring to their community and how they can make the most of their talents.</p> <p>A tenancy with Bromford is not about us doing things to or for our customers. It’s about bringing the Bromford Deal alive by building a relationship with our customers, empowering them to get what they want out of life.</p>
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<b>Legislative Requirements</b>	<p><a href="#">The Localism Act 2011</a> <a href="#">The Housing Act 2004</a></p>
<b>1. The Bromford Deal</b>	<p>The Bromford Deal was born out of a desire to have a different kind of relationship with our customers; one which supports them to be the best they can be by believing in what they’re capable of achieving. Since then, we’ve worked with thousands of customers to help them realise personal goals and aspirations, build their personal resilience and access the tools and knowledge they need to manage their income.</p> <p>Although the Bromford Deal has evolved since its launch in 2011, the key principle of building a strong, trusting relationship between Bromford and the customer remains at the heart of our approach – the relationship is now ‘The Deal’ and it’s an integral part of being a Bromford customer.</p>
<b>2. Getting to Know our Customers</b>	<p>Bromford aims to shake off the traditional housing association relationship that’s paternal and focused on fixing the problems. Instead we focus on what people can do, what they can bring to their community and how they can make the most of their talents.</p> <p>We achieve this by getting to know all of our customers both before</p>

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we make them an offer and whilst they're a customer. We ensure that they are happy to enter into a 'Deal relationship' with Bromford and we seek to understand where they have come from, their aspirations, any barriers or vulnerabilities and the affordability of the home both now and in the future.

This ensures we get the relationship off to the best possible start and gives customers the best chance of having a successful tenancy or licence.

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### 3. The Tenancy & Licences we grant

We offer a range of different agreements and decide which one to offer based on the customer's:

- circumstances
- needs
- the type of home that they are moving to
- whether they have held a tenancy before and the type of tenancy they have held

**Licences and Assured Shorthold Tenancies:** These are generally used where customers have specific support as a condition of their tenancy/licence; for example, those living in supported housing. Therefore for these customers, the use of a Fixed Term or Starter Tenancy offers no added value.

**Starter and Fixed Term Tenancies:** For the majority of customers we use Starter and Fixed Term tenancies (of differing lengths) to ensure that customers want to build a Deal relationship with us, making the most out of the services we provide.

Occasionally we may also attach conditions to the offer of the tenancy where we have some concerns that the property, affordability or the Bromford Deal might be an issue for a customer. In this instance, to ensure we endeavor to match the right homes to customers, we will agree certain actions the customer should achieve during the Starter or Fixed Term tenancy period and any further offer of a tenancy will be based on the customer achieving these actions.

**Assured (non-shorthold) tenancies:** Will be offered to;

- Existing Bromford Customers who already have an Assured (non-shorthold) Tenancy. This applies equally to homes let at both a Social and an Affordable Rent.
  - New Customers who at the time of being made an offer hold an Assured (non-shorthold) tenancy with another Housing Association or Local Authority which began before 1 April 2012. For the avoidance of doubt, this means that unless a customer already holds an assured (non-shorthold) or secure tenancy that began prior to 1 April 2012 with a housing association or local authority they will be given a Starter Tenancy. Additionally, if the customer chooses to move to a home let at an Affordable Rent this will not apply and they will receive a 5 Year Fixed Term tenancy.
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	<ul style="list-style-type: none"> <li>• Customers who've had to move as a result of regeneration activity, this applies to both new and existing customers.</li> <li>• Customers of State Pensionable Age, as we consider these customers as least likely to benefit from the use of Starter or Fixed Term tenancies.</li> </ul>
<b>4. Starter Tenancies</b>	<p>We offer 12 month starter tenancies for all new customers (excluding those outlined in the section above). Following the successful completion of a Starter Tenancy, we will offer a 5 Year Fixed Term Tenancy, or in exceptional circumstances a 2 Year Fixed Term Tenancy.</p> <p>The length of the Fixed Term tenancy (2 or 5 years) will depend on the support required for the customer to have a successful tenancy with us.</p>
<b>5. Reviews / Plans</b>	<p>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 each year. The review will consider;</p> <ul style="list-style-type: none"> <li>• The customer's aspirations and the help that we can offer to help meet those aspirations</li> <li>• Any difficulties the customer may be experiencing in having a successful tenancy with us</li> <li>• Any help that the customer needs to manage their tenancy</li> <li>• Whether the home continues to be the right home for the them, taking into account any changes in household circumstances (such as under-occupation)</li> <li>• A tenancy fraud check</li> <li>• Any other change of circumstance (see below)</li> </ul> <p>Where necessary we will develop a plan, which wherever possible will be agreed with the customer. This will set out any specific actions that will help the customer have a successful tenancy or license with us.</p>
<b>6. Change of Circumstances</b>	<p>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:</p> <ul style="list-style-type: none"> <li>• The home is now too small or too large and/or the customer's benefits have reduced as a result</li> <li>• The home is adapted and the household no longer require those adaptations</li> <li>• The customer's financial position has changed and alternative options such as homeownership or market rent are now available for them</li> <li>• The customer is struggling to afford their rent, or their rent payments are presenting a barrier to accessing employment.</li> </ul> <p>In these circumstances we will work with the customer to encourage them to consider a range of alternative housing options.</p>
<b>7. Renewal Decision for Starter/ Fixed Term</b>	<p>At the end of the Starter or Fixed Term we will decide whether to:</p> <ol style="list-style-type: none"> <li>1. Offer another tenancy, and if so the length of that term</li> </ol>

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**Tenancies**

2. Extended the tenancy (Starter Tenancies only)
3. End the tenancy at the end of the Starter/Fixed Term.

Of course, we expect to renew the vast majority of our Starter / Fixed Term tenancies with a new Fixed Term tenancy at the end of the tenancy term.

We will keep customers informed about the likelihood of offering a new tenancy as part of our ongoing relationship with them and will reach our renewal decision by;

- Month 9 of a Starter Tenancy, or
- 8 Months before the end of any Fixed Term tenancy,

In making a decision about offering a new tenancy, we will take into account whether the customer is having a successful tenancy with us, any breaches of their tenancy agreement and whether the customer is working with us to resolve these issues.

We will not normally take into account any changes in circumstances when deciding whether to renew a tenancy, with one exception - if a customer's income has increased to in excess of £60k per annum.

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**8. Case Review**

If we are considering ending or extending the tenancy we will hold a case review with the customer and a representative of Bromford. So they feel supported, the customer may wish to be accompanied by a friend or advocate.

The case review aims to consider detailed evidence regarding the customer's tenancy to determine whether there is a genuine reason for the breach. It's always our aim to make tenancies work, so where the customer has demonstrated that they have been remedying the breach over a sustained period of time, we may decide to grant a further Fixed Term tenancy to the customer.

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**9. Granting a New Tenancy**

We expect that the vast majority of tenancies will be granted for further terms. In all instances where a new Fixed Term Tenancy is granted, a new tenancy agreement will need to be signed.

We increase all of our rents annually as part of our annual rent review. In addition, all 5 year fixed term Affordable Rent tenancies will also have their rent rebased at the end of the 5 year period.

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 Fixed Term Tenancy under the provision within the new tenancy agreement.

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**10. Ending the Tenancy at the End of the Term**

In the unlikely event that a tenancy is to be ended, the customer will be notified in writing of our decision and the reasons for this. A Section 21 Notice will be served giving notice to end the tenancy;

- 2 months' notice will be given to end a Starter Tenancy
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- 6 months' notice will be given to end a Fixed Term tenancy

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.

Upon 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 regain possession.

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**11. Requesting a Review of our Decision**

Customers have the right to request a review of;

- Our decision in relation to the length of tenancy offered, or
- Our decision to end a tenancy.

The request for a review must be made within 21 days of our decision and will be heard at stage 2 of our Complaints Procedure.

The Head of Localities will consider whether the decision is in line with our Tenancy Policy and their decision will be final.

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**12. Advice & Assistance**

Customers 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 which may include; transfers, exchanges or home ownership.

All customers who are at risk of not having their tenancy renewed at the end of the Fixed Term period will be offered housing advice.

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