

Tenancy Policy

2018 – 2021

Document control

Policy approval	April 2018 – EDT
Updating	Tenancy Policy 2017 - 2018
Next review date	April 2021
Author	Neighbourhoods & Income Business Manager
Responsible Executive/ Group Director	Group Director of Housing Management
Equality Assessment completed	January 2018
Circulation	Intranet
Current Version	5

Version	Date	Author(s)	Notes on Revisions
1	Nov-12	Head of Neighbourhood Management	Conversion of existing policy into current template and track future revisions from this point forward
2	Aug-15	Head of Neighbourhood Management	Review date amended to ensure implications of lifetime tenancies announced in the budget are included in the review of the policy. Extension of policy agreed by GDT
3	Feb - 17	Business Manager Neighbourhoods & Income	No amendments made to the policy, policy extension approved so the policy can be reviewed with KMBC housing strategy & customer led offer
4	Jan-18	Neighbourhoods & Income Business Manager	Updated to reflect: <ul style="list-style-type: none"> • Move from Knowsley Council Tenancy Strategy to Liverpool City Region Tenancy Strategy. • Growth of KHT outside of Knowsley • Changes to Lettings Policy and forms of Tenancy granted.
5	May 18	Compliance & Strategy Advisor	Vulnerable Customers Statement incorporated into the policy

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This policy covers the types of tenancies we will grant and the circumstances in which we will grant a tenancy of a particular type.

Introduction

Strategic context

Flexible tenancies were introduced as part of the Localism Act in 2011. The legislation introduces the concept of flexible tenancies and allows providers to vary the length of tenancy from 2 years upwards, in addition to any starter tenancy period. Following the passing of the Localism Act, the Regulator of Social Housing, amended the Tenancy Standard in 2012 to a requirement for “registered providers to offer tenancies or terms of occupation that are “compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock”.

Registered providers must also have regard to local authority partners’ tenancy strategies.

Local context

Knowsley Councils Tenancy Strategy 2012 has been replaced with the Liverpool City Region (LCR) Tenancy Strategy 2016-2019:

The broad principals of the LCR Tenancy Strategy have changed very little from those of the previous Knowsley Council Strategy. The local authorities of the City Region welcome the flexibilities introduced in the Localism Act 2011, as they provide opportunities to address issues such as under-occupation, improve stock turnover, and encourage the best use of the regions limited affordable housing stock. However, the City Region is also keen to ensure that these flexibilities are applied in a manner that does not undermine social investment into communities, and ensures that the most vulnerable tenants are provided with the level of stability they require.

Since the last KHT Tenancy Policy was approved, KHT has, to align with corporate strategic objectives, started to extend its reach outside of the borough of Knowsley. In writing this policy, regard has been had to the Tenancy Strategies of those local authorities and we will work closely with those local authorities to ensure that this policy helps to support their strategic objectives. **Lengths of the terms of tenancies**

The expectation is that tenancies will be for five years with discretion for Registered Providers to let for shorter or longer periods where this is appropriate to the circumstances of the household or property.

The reasons for this approach are:

- it is reasonable in terms of managing the resources involved in reviewing tenancies
- in order to give the tenant a reasonable time of stability to build their life chances for themselves and their possible dependents
- to allow a reasonable period for tenants to engage in the local area, which is needed for cohesion in communities

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- to allow the Registered Provider to take into account circumstances of the household or property which might merit a letting of shorter or longer than five years

Vulnerable Customers Statement

First Ark is committed to developing an equal and diverse culture where people are valued and respected from all sections of society. First Ark therefore opposes any form of discrimination in service delivery and employment practice. We aim to treat all customers fairly and we will look to tailor our policies, processes, products and services to meet the needs of all of our customers.

"Vulnerable Person" means: (a) a Child or Children; or. (b) an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.

Where we identify (or a customer advises us of) a vulnerability we will look to make reasonable adjustments to our services accordingly to meet the needs of those individuals. This may include altering the way we communicate with a customer to adjusting the service that we offer to that person. Each case will be judged on its individual merits to avoid a one size fits all approach. We will monitor our services regularly to ensure we are meeting all of our customers' needs and to make any adjustments required to improve and enhance the service we deliver.

Policy Statement

Having considered both the Regulatory Framework in relation to fixed term tenancies, particularly the risks to customers and KHT, we do not propose to make use of flexible tenancies at the current time.

In Knowsley, we deal with a high number of vulnerable households with multiple needs and, security of tenure is invaluable when families are trying to rebuild their lives. Tenants clearly welcome the opportunity to provide a stable and settled environment for their family and security of tenure is crucial when laying down roots and planning for the future.

As a housing provider, we do not believe the use of flexible tenancies will make a significant impact on the level of under occupation and this combined with the cost of:

- tenancy reviews, which is resource intensive for staff ;
- possession proceedings at the end of a fixed term tenancy;
- provision of advice and assistance;
- carrying out evictions; and
- void works to additional relets

In light of these facts and the ongoing challenges resulting from welfare reform, fixed term tenancies are not considered a viable option for KHT and may be counterproductive as they undermine the sustainability of our communities and neighbourhoods

Policy Detail

Knowsley Housing Trust will continue to offer the following forms of Tenancy:

Affordable Rent Tenancies

These tenancies have an Assured Tenancy as their legal form. They are different from social rent tenancies because a higher rent may be charged (80% of market rent, not exceeding the Local Housing Allowance).

Assured Shorthold Tenancies

These tenancies (sometimes referred to as starter or probationary tenancies) are granted to those tenants who are new to KHT.

This type of tenancy will be offered for the first twelve months (or 18 months if extended). After which the tenancy will automatically become an Assured Tenancy, provided the tenant has maintained the terms and conditions of their tenancy agreement.

Assured Shorthold (Non Converting) Tenancies

This type of tenancy will be offered to residents of Yates Court Supported Housing scheme.

Assured Tenancies (non protected)

These tenancies (sometimes referred to as secure tenancies) are granted to:

- Assured Shorthold tenants following the satisfactory completion of the 12 (or 18) month qualifying period of their Assured Shorthold tenancy;
- An existing KHT tenant with an Assured Tenancy, who transfers to an alternative KHT property; and
- An applicant accepting a property set at an Affordable Rent.

.Assured Tenancies (with protected rights)

All those secure tenants who transferred to KHT as part of the Stock Transfer arrangements have been awarded Assured Tenancies with protected rights, which means, any tenant who qualifies under the Housing Act 1985. The protected rights include a preserved Right to Buy.

Demoted Tenancies

When a tenant fails to comply with the terms and conditions of their tenancy, we may apply for a court order on one of the grounds listed in Schedule 2 of the Housing Act 1988. We may also apply for a Demotion Order under Sections 6A and 20B.

The Demotion Order terminates the original tenancy (whether it be Assured or Assured with protected rights) and replaces it with a new Demoted Tenancy.

When the Demoted tenancy converts to an Assured Tenancy, a new tenancy agreement will not be issued, but we will write to the tenant to confirm the conversion has taken place. If they were previously a 'protected' tenant, they will lose this protection and no longer be eligible to purchase under the Right to Buy.

Equitable Tenancies

A range of equitable tenancies (Assured Shorthold, Assured, Affordable Rent and Social Rent) are granted in exceptional circumstances to minors, with a guarantor.

Licence Agreement for provision of temporary accommodation for young care leavers

These Licences are granted to 16 to 18 year olds leaving the care of Knowsley Metropolitan Borough Council (KMBC), under an agreement between KHT & KMBC.

Full details of all forms of tenancy granted, and in what circumstances, is included in the Tenancy Guidance Table provided as Appendix A to this policy.

Implementation

KHT's Tenancy Policy will be implemented through the Allocations and Lettings procedure and tenants / Licencees will be advised of their rights and responsibilities during the sign-up process.

Succession

Succession rights of all KHT Tenants are contained in the detail of the Tenancy Agreement and the KHT Succession Policy (part of the Tenancy Management Policy)

Equality and Diversity

This policy will take into account all Equality and Diversity requirements.

Responsibility

It will be the responsibility of the Director of Housing to ensure that this policy is applied effectively and that appropriate staff are trained in the procedures.

Consultation

Any changes to this policy will be consulted on through the First Ark Customer Assurance Panel (CAP). A copy of this policy will be made available on the KHT Website.

Monitoring and Review

KHT will review this policy on a three yearly basis to ensure statutory requirements are adhered to and tenants are treated fairly and equitably.

The policy will also be reviewed to ensure it takes account of legislation changes, performance monitoring and development of best practice.

Associated Documents

Tenancy Strategies of:

- Liverpool City Region
- Other Local Authorities where KHT own properties
- Succession Policy
- Letting Policy

Appendix A Agreement Name	Code	Agreement Used
<p>ASSURED SHORTHOLD (STARTER) TENANCY AGREEMENT SOCIAL RENT</p>	<p>08</p>	<p>This tenancy agreement should be offered on all new lets of social rented property <u>except where</u>:</p> <ul style="list-style-type: none"> • Customers currently hold a KHT, KHT+ or Extra Care Assured (non-shorthold) Tenancy, including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy; • Customers currently hold an Assured (non-shorthold) Tenancy with another Private Registered Provider, they were social housing tenants prior to 1st April 2012 and have remained social housing tenants since; • Customers currently hold a Secure Tenancy with a Local Authority (including an ALMO if they manage Local Authority stock) they were social housing tenants prior to 1st April 2012 and have remained social housing tenants since; • The property is part of Yates Court <p>If the property allocated is a KHT+ unit a deposit is to be taken and protected in accordance with the deposit protection scheme and the deposit section should be completed in the particulars of the tenancy agreement.</p> <p>If the property allocated is an Extra Care Scheme the box stating there are no rent free weeks should be selected in the particulars of the tenancy agreement.</p> <p>Please also note that only properties let at a social rent should be let via this route.</p>
<p>ASSURED TENANCY AGREEMENT</p>	<p>05</p>	<p>This tenancy agreement should be offered on all new lets of social rented property <u>where</u>:</p>

Appendix A Agreement Name	Code	Agreement Used
SOCIAL RENT		<ul style="list-style-type: none"> • Customers currently hold a KHT, KHT+ or Extra Care Assured (non-shorthold) Tenancy, including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy; • Customers currently hold an Assured (non-shorthold) Tenancy with another Private Registered Provider, they were social housing tenants prior to 1st April 2012 and have remained social housing tenants since; or • Customers currently hold a Secure Tenancy with a Local Authority (including an ALMO if they manage Local Authority stock) they were social housing tenants prior to 1st April 2012 and have remained social housing tenants since. <p>However the tenancy agreement should not be used where:</p> <ul style="list-style-type: none"> • The property is part of Yates Court <p>If the property allocated is a KHT+ unit a deposit is to be taken and protected in accordance with the deposit protection scheme and the deposit section should be completed in the particulars of the tenancy agreement.</p> <p>If the property allocated is an Extra Care Scheme the box stating there are no rent free weeks should be selected in the particulars of the tenancy agreement.</p> <p>Please also note that only properties let at a social rent should be let via this route.</p>

Appendix A Agreement Name	Code	Agreement Used
<p>ASSURED SHORTHOLD (STARTER) TENANCY AGREEMENT - AFFORDABLE RENT</p>	<p>A8</p>	<p>This tenancy agreement should be offered on all new lets of affordable rented property <u>except where</u>:</p> <ul style="list-style-type: none"> • The property is part of Yates Court <p>If the property allocated is a KHT+ unit a deposit is to be taken and protected in accordance with the deposit protection scheme and the deposit section should be completed in the particulars of the tenancy agreement.</p> <p>If the property allocated is an Extra Care Scheme the box stating there are no rent free weeks should be selected in the particulars of the tenancy agreement.</p> <p>Please also note that only properties let at an affordable rent should be let via this route.</p>
<p>ASSURED TENANCY AGREEMENT AFFORDABLE RENT</p>	<p>A5</p>	<p>This tenancy agreement should be offered on all new lets of affordable rented property <u>where</u>:</p> <ul style="list-style-type: none"> • Customers currently hold a KHT, KHT+ or Extra Care Assured (non-shorthold) Tenancy, including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy; <p>However the tenancy agreement should not be used where:</p> <ul style="list-style-type: none"> • The property is part of Yates Court or the customer is under the age of 18. <p>If the property allocated is a KHT+ unit a deposit is to be taken and protected in accordance with the deposit protection scheme</p>

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		<p>and the deposit section should be completed in the particulars of the tenancy agreement.</p> <p>If the property allocated is an Extra Care Scheme the box stating there are no rent free weeks should be selected in the particulars of the tenancy agreement.</p> <p>Please also note that only properties let at an affordable rent should be let via this route.</p>
<p>ASSURED SHORTHOLD YATES COURT TENANCY AGREEMENT (AST NON CONVERTING)</p>	<p>34</p>	<p>Yates Court Properties</p>
<p>LICENCE AGREEMENT FOR PROVISION OF TEMPORARY ACCOMMODATION FOR YOUNG CARE LEAVERS</p>	<p>55</p>	<p>This agreement should be used for young people leaving care and all cases must be approved through the high priority panel before this agreement is issued.</p>
<p>EQUITABLE STARTER TENANCY AGREEMENT – SOCIAL RENT</p>	<p>E4</p>	<p>This tenancy agreement should be offered on all new lets of social rented property where the customer is a minor (aged 16 or 17) <u>except where:</u></p> <ul style="list-style-type: none"> • Customers currently hold a KHT or KHT+ Assured (non-shorthold) Tenancy, including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy;

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		<ul style="list-style-type: none"> • The property is part of Yates Court, an Extra Care Scheme (unlikely to ever be the case considering the age group) or a KHT+ property; or • The customer is a care leaver and is being re-housed under the Trust's agreement with KMBC. <p>Please note that neither the minor nor the Trust should sign as the Trustee. The person named and signing as the Trustee should be Social Services, a family member, reliable appropriate adult or person appointed by the Court.</p> <p>If the property allocated is a KHT+ unit a deposit is to be taken and protected in accordance with the deposit protection scheme and the deposit section should be completed in the particulars of the tenancy agreement.</p> <p>Please also note that only properties let at a social rent should be let via this route.</p>
<p>EQUITABLE ASSURED TENANCY AGREEMENT – SOCIAL RENT</p>	<p>E2</p>	<p>This tenancy agreement should be offered on all new lets of social rented property <u>where</u> the customer is a minor (aged 16 or 17) and:</p> <ul style="list-style-type: none"> • Currently holds a KHT or KHT+ Assured (non-shorthold) Tenancy, including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy. <p>However the tenancy agreement should not be used where the property is part of Yates Court or an Extra Care Scheme (unlikely to ever be the case considering the age group) Please note that</p>

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		<p>neither the minor nor the Trust should sign as the Trustee. The person named and signing as the Trustee should be Social Services, a family member, reliable appropriate adult or person appointed by the Court.</p> <p>If the property allocated is a KHT+ unit a deposit is to be taken and protected in accordance with the deposit protection scheme and the deposit section should be completed in the particulars of the tenancy agreement.</p> <p>Please also note that only properties let at a social rent should be let via this route.</p>
<p>EQUITABLE STARTER TENANCY AGREEMENT – AFFORDABLE RENT</p>	<p>E3</p>	<p>This tenancy agreement should be offered on all new lets of affordable rented property where the customer is a minor (aged 16 or 17) <u>except where</u>:</p> <ul style="list-style-type: none"> • Customers currently hold a KHT or KHT+ Assured (non-shorthold) Tenancy, including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy; • The property is part of Yates Court or an Extra Care Scheme (unlikely to ever be the case considering the age group) • The customer is a care leaver and is being re-housed under the Trust’s agreement with KMBC. <p>Please note that neither the minor nor the Trust should sign as the Trustee. The person named and signing as the Trustee should be Social Services, a family member, reliable appropriate adult or person appointed by the Court.</p> <p>If the property allocated is a KHT+ unit a deposit is to be taken and protected in accordance with the deposit protection scheme</p>

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		<p>and the deposit section should be completed in the particulars of the tenancy agreement.</p> <p>Please also note that only properties let at an affordable rent should be let via this route.</p>
<p>EQUITABLE ASSURED TENANCY AGREEMENT – AFFORDABLE RENT</p>	<p>E1</p>	<p>This tenancy agreement should be offered on all new lets of affordable rented property <u>where</u> the customer is a minor (aged 16 or 17) and:</p> <ul style="list-style-type: none"> • Currently holds a KHT or KHT+ Assured (non-shorthold) Tenancy, including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy. <p>However the tenancy agreement should not be used where:</p> <ul style="list-style-type: none"> • The property is part of Yates Court or an Extra Care Scheme (unlikely to ever be the case considering the age group) <p>Please note that neither the minor nor the Trust should sign as the Trustee. The person named and signing as the Trustee should be Social Services, a family member, reliable appropriate adult or person appointed by the Court.</p> <p>If the property allocated is a KHT+ unit a deposit is to be taken and protected in accordance with the deposit protection scheme and the deposit section should be completed in the particulars of the tenancy agreement.</p>

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Appendix A Agreement Name	Code	Agreement Used
		Please also note that only properties let at an affordable rent should be let via this route.
Licence Contractor Tenancy - Non Secure	17	