

Tenancy Policy

HM-01

Keniston Housing Association

1. Policy Statement

- 1.1 This policy aims to achieve sustainable and balanced communities. We will make the best use of our properties and provide homes suitable for people's needs. We provide quality homes and services which lay the foundations for our residents to achieve their aspirations. We will support our residents to sustain their tenancies and provide opportunities for residents to influence decision making. Resident involvement is central to our services so that we can continue to provide the right services at the right time.
- 1.2 We will give assured tenants the same rights as secure tenants, as far as possible. Where tenancies will be starter tenancies, we will ensure that successful ones will automatically convert to an assured tenancy. We will offer fixed term tenancies where applicable.
- 1.3 We will make the best use of existing stock by promoting mobility and assist our residents with appropriate housing options when their circumstances change. We will not grant tenancies to minors (under 18).

2 Legal and regulatory framework

Housing Acts 1985, 1988, 1996	Landlord and Tenant Acts
Equality Act 2010	Housing & Planning Act 2016
Welfare Reform & Work Act 2016	Localism Act 2011
Protection from Eviction Act 1977	Social Housing (Regulation) Act 2023

This policy complies with the Housing Regulator's Tenancy Standard.

3 Types of tenancy offered

- 3.1 All tenancies will begin on a Monday.
- 3.2 Starter Tenancy
- 3.3 Unless a tenant has held an assured or secure tenancy with Keniston, another Housing Association or the Council immediately before starting their tenancy with us, they will be issued with a 12-month starter tenancy.
- 3.4 Providing the conditions of the starter tenancy have been kept, it will automatically convert to an assured tenancy. If the starter tenancy has not been conducted satisfactorily we may extend or terminate a starter tenancy using the accelerated possession proceedings where there is clear evidence of a serious breach of tenancy. Our decision to extend or terminate will be proportionate to the breach of tenancy. If we decide to extend the starter period, we will do so up to a maximum of a further six months. Where we have made the decision to terminate the tenancy we will serve the s.21 notice on the tenant, following the steps laid out in our Starter Tenancy procedure. Tenants have the right to appeal our decision to terminate their starter tenancy.
- 3.5 Assured Tenancies

3.6 An assured tenancy is a lifetime tenancy and provided the tenancy conditions are kept to, the tenant will be able to stay in their home for the rest of their life. If they transfer to another Keniston property they will be granted another assured tenancy. 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 transfer applicants or have completed a mutual exchange from another registered provider.

3.7 Secure Tenancies

3.8 There are a small number of tenancies which still exist and applies to all tenancies created before the Housing Act 1988.

4. Ending a Tenancy

A tenant can end their tenancy at any time by giving us 4-weeks' notice ending on a Sunday. Rent will have to be paid to the end of the notice period. A joint tenant can end the tenancy without the agreement of the other tenant. If a joint tenant ends a tenancy, then it will end for both parties.

5. Joint tenancies

5.1 Keniston would grant a joint tenancy to new tenants where the application is made by a married couple, a cohabiting couple or a civil partnership. Usually, joint tenancies would not be granted to more than two people or to family members other than spouses or civil partners, unless exceptional circumstances apply.

5.2 There are no legal requirements on the Association to change a sole tenancy to a joint tenancy. It is not necessary to create a joint tenancy to protect somebody's interest in the tenancy, for example a wife would be entitled to succeed to the tenancy on her husband's death even when it is a sole tenancy by statutory rights of succession, ditto an adult child living at home with parents. For these reasons, Keniston will not create a joint tenancy from an existing sole tenancy.

5.3 Keniston cannot transfer a tenancy from a joint to sole one unless both parties agree or unless a court order compels us to do so.

5.4 Where one of two joint tenants serve a Notice to Quit to end the tenancy, we would consider granting the remaining tenant a sole tenancy where there are no breaches of tenancy. The rent account must be clear.

6. Succession

6.1 Following the death of a tenant, tenancies can sometimes be succeeded to by partners and relatives. This depends on the type of tenancy and the potential successor's relationship with the tenant who has died.

6.2 Partners and spouses and other family members (if the relevant family relationships are listed as a household member) may succeed to the tenancy as long as it was their home when the tenant died and they had lived there for at least 12 months prior to the tenant's death.

6.3 Keniston would need to determine what succession rights the potential successor can legally have or what discretionary right we may wish to give them. For most tenants, the tenancy can only be succeeded once and where a joint tenant dies, the remaining tenant succeeds to the tenancy, and this is considered as one right of succession.

6.4 The successor will pay the same rent and have the same rights as the person they are succeeding.

7. Evictions

7.1 We will act to support and sustain tenancies. We will seek to ensure that residents understand the terms of their tenancy agreement, the consequences of breaching these terms and what action they can take to remedy any breach.

7.2 Eviction will be a last resort and usually only taken when all other action has failed.

7.3 We will follow the Pre-Action Protocol before taking court action.

7.4 Eviction will only happen where we have obtained an order for possession from the court.

7.5 Where a tenant has a Starter tenancy and has breached the tenancy conditions and has not vacated the premises following the service of a Section 21 notice, we will seek eviction via a court order for possession.

7.6 An eviction can only be authorised by the Chief Executive, unless the Operations Director is satisfied that the tenant has left the property.

8. Social Homebuy

8.1 Keniston does not support the scheme for its residents.

9. Right To Acquire

This is an initiative to enable tenants of charitable housing associations to buy their own homes. To qualify, residents need to be:

- Secure or assured tenants living in a house or flat which is self-contained and their only or main home.
- Have spent a total of three years as a public sector tenant.
- The property needs to have been built or purchased by a Registered Provider, funded on or after 1 April 1997 through social housing grant or Social Housing Assistance provided by the Homes and Communities Agency or its predecessor bodies or a local authority. This includes a property transferred from a local council to a Registered Provider on or after 1 April 1997.

You will not be eligible to claim the Right to Acquire if you have:

- An undischarged bankrupt, or have a bankruptcy petition pending against you
- Been the subject of a possession order from your landlord, or
- Been subject to a formal creditors agreement made under the Insolvency Acts

Equality, Diversity and Inclusion

Everyone at Keniston, our external partners and customers are required to:

- Treat people fairly, give equal access to jobs, homes, services and contracts without discrimination, harassment, bullying and prejudice, and meet diverse needs through reasonable adjustments whenever possible and appropriate.
- Not discriminate against any individuals or groups, not tolerate attitudes and behaviours that amount to or could result in discrimination and swiftly handle any reports of victimisation, bullying or harassment.
- Acknowledge and value the differences by recognising people's individual circumstances, unique aspirations and needs and responding appropriately.
- Comply with relevant legislation, statutory codes and guidance designed to promote equality of opportunity and eliminate discrimination, such as the Equality Act 2010, Housing and other Regulatory Standards, and the Housing Ombudsman's Complaints Handling Code.

This policy was agreed by Management Team, June 2024

Next review date: May 2027.