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### Content of Policy

#### 1.0. Introduction

- Purpose
- Principles

#### 2.0. Policy Statement

#### 3.0. Our approach to Tenancy Sustainment and Management

- Allocations and Tenancy Sustainment
- Tenancy Types
- Welcome Visits
- Tenancy Visit
- Channel Shift to Digital Services

#### 4.0. General Conditions of Tenancy and Tenancy Management

- Safeguarding
- Hoarding
- Legal Occupation
- Succession
- Joint tenancies
- Homeswap
- Breaches of Tenancy
- Tenancy Fraud
- Abandonment
- Ending a Tenancy

#### 5.0. Consultation

#### 6.0. Monitoring and Review

#### 7.0. Associated Policies and Procedures

## **1.0. Introduction**

1.1. The Tenancy Sustainment and Management Policy outlines our principles and approach to tenancy management. It aims to ensure effective tenancy management across all tenancy types and to support tenants so that they have the right home for as long as they need it.

## **1.2. Purpose**

1.2.1 The Homes and Communities Agency (HCA) Tenancy Standard identifies that Registered Providers (RP) of social housing shall:

- Offer tenancies or terms of occupation which 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
- Publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud
- Develop and provide services that will support tenants to maintain their tenancy and prevent unnecessary evictions

1.2.2 Sustaining tenancies is a core objective to ensuring the viability of the Company. Through delivery of effective tenancy sustainment and management services we will meet our regulatory and corporate objectives and positively contribute to the delivery of strong, sustainable tenancies and communities.

## **1.3 Principles**

1.3.1 We put our tenants at the heart of our services and through delivering sustainable tenancies we will build vibrant and attractive communities for current and future generations of tenants.

1.3.2 We recognise the importance of effective tenancy management in providing homes and communities where people aspire to live, and understand that well managed tenancies can provide a positive impact on the wider community. We will deliver services that support and complement our Sustainable Communities Strategy and Policy.

1.3.3 Our approach is to support our tenants to successfully sustain their tenancies. We understand that if the tenant is not provided with appropriate support, there is a risk that the tenancy will be ended either by the tenant because they are unable to cope, or by Livin for breach of tenancy or fraud.

1.3.4 We endeavour to support and sustain tenancies rather than end an agreement because the tenancy has been breached. However, this policy also allows us to take

action where there is a clear breach of tenancy agreement or fraud and it is evident that the available support mechanisms have been exhausted.

- 1.3.5 We utilise business intelligence to identify issues negatively impacting tenancy sustainment within our communities and develop interventions to resolve issues before they lead to crisis.

## **2.0. Policy Statement**

- 2.1. We deliver a holistic approach to tenancy management and provide sustainable housing options and advice for our customers from the moment they apply to join our housing register. We aim to ensure prospective tenants will be provided with sufficient advice to make an informed choice before entering into a tenancy with us and we will endeavour to ensure any allocation within our communities is suitable for the tenants housing need.
- 2.2. Our tenancy management programme enables us to assess tenancies and identify support needs. A risk based approach will be utilised at every opportunity to ensure early interventions and planned actions are implemented to resolve tenancy management issues before they escalate into crisis. We deliver two approaches to tenancy management to provide initial, fundamental support to new tenants and ongoing tenancy support to those who have been with us over 12 months.
- 2.3. We provide accessible digital services to improve the customer experience and understand that by reducing tenancy failure, void turnover and rent loss we will enhance our reputation as the landlord of choice within our communities.
- 2.4. We understand that some tenants may need more support in sustaining their tenancies than others. Where this is identified we will work with our partners and other agencies to ensure that the individuals' support needs are met.
- 2.5. We recognise that there may be occasions when despite our best efforts to support the tenant to sustain the tenancy, that the tenant continues to breach the tenancy agreement. In this situation we will consider all available legal actions to address the breach.

## **3.0. Our approach to Tenancy Sustainment**

- 3.1. Our management principles are based on sustaining tenancies following the approach outlined below:
- Delivering a holistic approach to tenancy allocations and sustainment
  - Sustain tenancies through a supportive and proactive tenancy management
  - Ensure services continuously improve to meet the needs and expectations of our tenants and deliver services that are digitally accessible

### Allocations and Tenancy Sustainment

- 3.2. We recognise that early intervention to mitigate the risk of tenancy failure begins prior to allocation. Our Financial Wellbeing and Housing Support Team will deliver pre-tenancy assessments to all Starter tenants. In doing so, they will provide information and advice to new tenants and conclude whether entering into a tenancy will be viable

or sustainable. Applicants not deemed able to sustain a tenancy will not be offered a property, however may reapply in future should their circumstances change.

- 3.3. We are committed to supporting tenants to manage their finances and meet their debt commitments. We will maintain a rent first approach in line with our Financial Wellbeing Strategy that focuses on providing early advice and support to ensure that tenants do not fall into arrears and that any enforcement action is proportionate. This approach will be underpinned by our emerging financial inclusion strategy, policy and procedures.
- 3.4. We offer choice when delivering our allocations service to ensure applicants are housed in a suitable property type, within their desired location, establishing the foundations for building a sustainable and manageable tenancy.
- 3.5. We provide assistance throughout this process. Knowledge of our communities will be implemented to ensure the prospective tenant considers the suitability of the property/location and ensure that an informed choice can be made regarding affordability, access to services and future sustainment of the tenancy.
- 3.6. We conduct a sign-up with all tenants to ensure that they fully understand their rights and responsibilities and the conditions attached to the tenancy type being offered. Unacceptable breaches of the tenancy agreement will be explained to ensure the tenant is aware of the conduct we expect from the start of their tenancy. Any additional support or assistance that can be provided will be identified.

#### Tenancy Types

- 3.7. We will only end a tenancy based upon grounds set out in each agreement or if the tenants have breached the tenancy conditions.  
A summary of each tenancy type is located in the Appendix section of this procedure.
- 3.8. We currently offer seven tenancy types which require sustaining:
  - Transferring tenants (non-shorthold)
  - New tenants with full rights (non-shorthold)
  - Starter Tenancy (shorthold)
  - Fixed Term Probationary Tenancy (shorthold)
  - Five Year Fixed Term Tenancy (shorthold)
  - Mortgage Rescue (shorthold)
  - Equitable Tenancy – minors aged 16 and 17 years
- 3.9. All tenancy types can be offered at either a social rent or an affordable rent. Affordable rents will be applied on all new builds delivered under the Homes and Community Agency's framework along with an agreed percentage of relets.
- 3.10. We deliver two approaches to sustain and manage tenancies in line with our sustainable tenancies agenda and sustainable communities' strategy. New/Starter tenants benefit from additional visits to support their needs within the first 12 months of their tenancy. Our Tenancy Visit programme ensures all other tenants are also visited throughout the duration of their tenancy with Livin.

### Welcome Visits

- 3.11. We aim to visit all new tenants within four - six weeks of the tenancy start date. This will confirm that the tenant is settled in their home and understands their rights and responsibilities. In addition, any support required to assist in the sustainment of the tenancy will be identified and referrals made to internal and/or external partners or support agencies.

### Tenancy Visits

- 3.12. We will conduct periodic tenancy visits to all properties in accordance with our Tenancy Visits Procedure. The visit allows us to ensure there are no issues regarding the conduct of the tenancy, discuss any concerns the tenant may have and refer or sign post tenants to any relevant services to help sustain the tenancy.
- 3.13. A risk based approach will be utilised to help determine the need for any necessary interventions to help manage and sustain the tenancy. Any support requirements or breaches identified that pose a risk to the successful sustainment or management of the tenancy will be addressed at the earliest opportunity. Planned actions will be implemented to prevent escalation and further impacts to the tenancy or community. All tenancies are supported in accordance with our sustainable tenancies and Home Safety agenda.
- 3.14. We are committed to ensuring advice and assistance is available to all of our tenants. We will proactively identify and resolve issues for our vulnerable tenants and ensure referrals are made to appropriate support networks.

### Channel Shift to Digital Services

- 3.15. We will ensure services are available online to provide tenants with the opportunity to effectively manage their tenancy.
- 3.16. We continually administer, develop and improve our digital services in accordance with Livin's digital strategy and agenda to deliver:
- Efficient and accessible services
  - Value for Money
  - Enhanced Customer Service
- 3.17. Tenants will be provided with sufficient information and assistance to set up their own personal portal; My Livin Space, which enables tenants to submit rent payments and instantly report issues or requirements regarding their tenancy.
- 3.18. We will continue to channel shift our communication and support services maximising the opportunities available through technology to ensure we remain connected to our tenants.

## **4.0. General Conditions of Tenancy and Tenancy Management**

- 4.1. In accordance with our Tenancy Agreements and associated procedures; a combination of tenancy management and enforcement actions will be delivered to ensure tenants can be supported to sustain their tenancies but also remain an inclusive part of our communities.

## Safeguarding

- 4.2. We will identify any adults or children at risk and report these immediately in accordance with our relevant Safeguarding procedures to demonstrate a high level of quality and care to the wellbeing of all of our tenants. The swift resolution of safeguarding concerns is a priority of Livin's service delivery. We are committed to ensuring appropriate care and assistance is provided to mitigate any risk to individuals that may result in harm or tenancy failure.

## Hoarding

- 4.3. Problematic hoarding is a complex behavioural issue. We will assess properties as part of our Tenancy Visit programme (or any other visit to a tenant's home) to identify any restriction or detriment to the tenant's ability to use their home/access rooms due to the accumulation of items.
- 4.4. We will undertake interventions to prevent the development of property condition into a hoarding situation which could put the tenant (and tenancy) at risk.
- 4.5. We will initiate immediate actions in accordance with our hoarding procedure to deal with or resolve hoarding cases.

## Legal Occupation

- 4.6. As part of our tenancy visits, information will be collected to ensure that accurate and up to date records are maintained in relation to all tenants and other household members. Details in relation to support needs will also be collected.
- 4.7. We will use information gained through the tenancy visit to identify and take action in relation to any incidents of overcrowding, under occupation and unauthorised occupation.
- 4.8. We recognise that some tenants may wish to take in lodgers or sub-let part of their home (for example to mitigate the impact of Welfare Reform). Tenants will be required to obtain our consent if subletting which may be subject to conditions but will not be unreasonably withheld as this can help promote tenancy sustainability. Starter tenants and Mortgage Rescue tenants also need written consent to take in a lodger but neither is able to grant sub-tenancies in any circumstance. We would not allow a tenant to take in a lodger or sub-let in the following circumstances:
- Approval of the request would result in the amount of people allowed to live in the home to be exceeded
  - The tenant is in a Fixed Term (Probationary) Tenancy
  - The tenant wishes to sub-let the whole of the home.
- 4.9. While dealing with cases of squatters and unauthorised occupation, we will write to the occupier to inform them of their legal status and of our intention to recover the property. We will not to make reference at any time to 'rent', 'tenant' or 'tenancy' as this could prevent the recovery of the property.

## Succession

- 4.10. Succession to tenancy can prevent the event of a property becoming void and allow the remaining occupant to securely remain in the property rather than being required to leave their “home”. A succession may occur after a tenant has died and where another individual may have the right to take over the tenancy. Rights of succession are detailed in the tenancy agreement and are only normally granted once. Succession will normally be by the means of continuation of the existing tenancy agreements or when granting a new tenancy agreement if appropriate.
- 4.11. We reserve the discretion to allow all transferring tenants with protected rights one new succession from the date of transfer.
- 4.12. We also reserve the discretion to grant a right of succession to meet the needs of vulnerable household members or to mitigate the impact of welfare reform. Any discretion will be in accordance with the organisation’s relevant procedures.

## Joint Tenancies

- 4.13. Throughout the duration of a tenancy the circumstances of our tenants can change. We recognise that some tenants may wish to enter into a Joint Tenancy providing legal security for both parties. We will only normally grant joint tenancies on request to two persons living together as partners, regardless of gender or marital status or to a relevant family member as defined in the tenancy agreement. Where by deed of assignment a tenancy becomes joint, preserved rights will remain where applicable but the right of further succession will be lost.
- 4.14. Holding a Joint Tenancy may affect the receipt of any welfare payments. We will therefore provide necessary advice (or take relevant action) should a joint tenant have permanently vacated the property in order to ensure our tenancies are held only by the relevant occupant (and ensure the tenancy is not at risk of failure due to affordability).

## Homeswap

- 4.15. In accordance with the HCA Tenancy Standard requirements we operate an internet based Mutual Exchange service (“Homeswap”). This service provides choice for subscribers to exchange their tenancies whilst retaining them as tenants without incurring associated void costs to Livin.
- 4.16. We will process applications for mutual exchange taking into account the requirements of the:
- Housing Act 1985, part IV, section 92
  - Regulatory Standards
  - Localism Act 2011.
- 4.17. Mutual Exchanges usually take place via deed of assignment, however provisions in the Localism Act 2011 cover circumstances when such exchanges must be done by surrender and then granting a new tenancy. We will only refuse an exchange on the grounds in Schedule III of the Housing Act 1985.

### Abandonment

- 4.18. We recognise that tenants may be away from their homes for an extended period of time for a variety of reasons. However, there is an obligation to use the property as their main and principal home. Tenants must inform us if they intend to be away from their home for a period of more than 28 days to prevent any action being taken in relation to expected abandonment of the property.
- 4.19. Where we believe that the tenant has abandoned their home, we will take prompt and appropriate action in accordance with all legislative provisions to recover the property.

### Anti-Social Behaviour

- 4.20. We are committed to dealing with Anti-Social Behaviour (ASB) to ensure that tenants enjoy their basic right to use their homes and the community in which they live with quiet enjoyment and security.
- 4.21. We have a separate Anti-Social Behaviour Policy and Procedures for dealing with ASB to ensure we maintain attractive, vibrant and sustainable communities.
- 4.22. We consider abusive or threatening behaviour towards staff to be a serious issue and will deal with such as a serious breach of tenancy.
- 4.23. We will take proportionate and reasonable intervention based on the risk of harm posed to the victim prior to implementing enforcement action.

### Breaches of Tenancy

- 4.24. In addition to the issues already outlined in this policy, the tenancy agreement has a number of other enforceable conditions for tenants. These include:
- Residential use
  - Decoration and hygiene
  - Gardens
  - Pets
  - Vehicles and access.

Appropriate action will be taken to resolve such tenancy breaches to ensure the tenancy can be sustained and mitigate any wider impact upon the community.

### Tenancy Fraud

- 4.25. We acknowledge that tenancy fraud can become an issue in the social housing sector. Tenancy fraud may include:
- sub-letting
  - non-occupancy
  - unlawful assignment
  - key selling
  - false housing application
  - false succession.

- 4.26. We will investigate any suspicion of tenancy fraud and use all enforcement tools available when required. We will seek possession of the property in all cases where fraud is proven.

#### Abandonment

- 4.27. Abandoned and vacant homes can be have an aesthetically negative impact within our communities. Where we believe that the tenant has abandoned their home, we will take prompt and appropriate action in accordance with all legislative provisions to recover the property and re-let the home as quickly as possible.

#### Ending the tenancy

- 4.28. Whilst we will endeavour to sustain tenancies we acknowledge that the requirements and aspirations of our tenants can change. If a tenant wishes to terminate their tenancy with us we generally require four weeks' notice in writing. However, there are extenuating circumstances when this period may be reduced in accordance with the Void Policy.
- 4.29. When a tenant contacts Livin giving notice to end their tenancy we will still seek to identify the reason for termination and where appropriate offer options to help retain the tenant and sustain the tenancy.
- 4.30. Should a tenant complete a housing application wishing to transfer we will assess whether the tenant has identified any reasons for rehousing which could be resolved; preventing the need for a transfer and helping to sustain the tenancy (i.e. minor adaptations, ASB issues or repairs).
- 4.31. We will utilise real time business intelligence collated from Termination reasons, Voids and ASB cases within a locality to identify any tenancy sustainment factors within our communities and plan necessary interventions to prevent further tenancy turnover and management issues.

### **5.0. Consultation**

- 5.1. We will consult with tenants on any proposed changes to their tenancy agreement, services or significant decisions regarding the future of their homes.

### **6.0. Monitoring and Review**

- 6.1. The policy will be reviewed every three years or when a change in legislation or external policy requires such a review.

### **7.0. Associated Policies and Procedures**

- 7.1. This Policy will be directly supported by the following policies and procedures:

- Tenancy Management Visits Procedure
- Livin's Tenancy Agreement Procedures Abandoned Property Procedure
- Income Management Policy
- Tenancy Breaches Procedure
- Hoarding Procedure
- Income Management Procedure
- Demoting/Extending/Ending tenancies Procedure
- Relocation Policy
- Succession and assignment Procedure
- Tenancy Appeals Procedure
- Application, allocations, voids and sign up procedure
- Homeswap Procedure
- Relocation Procedure
- Illegal Occupation Procedure
- Safeguarding Procedures
- Antisocial Behaviour Policy
- Antisocial Behaviour Procedure
- Sustainable Communities Policy
- Digital Strategy

## Appendix

### Our Tenancy Types

#### Transferring tenants (non-shorthold)

A tenancy only offered to tenants who transferred to Livin from Sedgefield Borough Council (31 March 2009). These tenants will continue to have the protected rights that existed at the time of the transfer.

#### New tenants with full rights (non-shorthold)

We will only give assured (non-shorthold) tenancy agreements to:

- new tenants that have held a Starter Tenancy (assured shorthold) agreement with us for a minimum 12 – 18 months, unless they have broken the tenancy conditions
- Tenants that have held an assured or secure tenancy with another RP or local authority at the point of allocation.

#### Starter Tenancy (shorthold)

This tenancy will only be offered to new tenants that do not hold an assured or secure tenancy with another RP at the point of allocation. It is a probationary tenancy and lasts for a period of 12 months from tenancy sign up date. After this period the starter tenancy will convert to an assured tenancy providing that the probationary period has not been extended or legal action has not been taken to end the tenancy.

#### Fixed Term Probationary Tenancy (shorthold)

We offer new tenants (who are not current tenants with another RP) this tenancy type. However, this type of tenancy would not be appropriate if:

- The new tenant (or a member of the household) is within five years of retirement age and not moving into a family home
- The new tenant (or member of the household) has a disability (including learning difficulties) and the property is deemed suitable for their disability
- The individual circumstances of the new tenant (or member of the household) would be disadvantaged by the issue of a fixed-term tenancy<sup>1</sup>
- The household has at least one child in education and requires stability.
- The new tenant (or member of the household) is vulnerable as result of enduring mental ill health of other special reason.

If there have not been any problems with the tenancy, it will automatically become a fixed term tenancy after the 12 month probationary period providing that the probationary period has not been extended or legal action has not been taken to end the tenancy.

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<sup>1</sup> This will allow discretion in exceptional circumstances such as health issues not classified as disability or foster carers that do not have children staying full time

## Five Year Fixed Term Tenancy (shorthold)

This tenancy type will be offered to tenants that have successfully completed a minimum of 12 – 18 months fixed term probationary period.

We may grant fixed term tenancies of less than 5 years (but more than 2 years) in the following exceptional circumstances:

- if a tenant requests a move to a different property part way through a fixed term
- a tenancy is demoted part way through a fixed term
- if we intend to demolish a property in less than 5 years

We will chose not to grant a new fixed term tenancy for the same property at the end of the five year period where the property is:

- under occupied by more than one bedroom
- overcrowded by more than one bedroom
- adapted but no one in the property needs adaptations

We will not offer a tenancy in the same or a different property if a notice has been served or legal proceedings commenced due to a breach of the tenancy conditions outlined in the Tenancy Agreement.

At the end of the fixed term tenancy period, Livin will consider the following options:

- Issuing an assured non-short hold tenancy
- Reissuing a five year fixed term tenancy
- Giving assistance to find another more suitable property on another five year fixed term tenancy
- Taking legal action to end the tenancy

At least six months before the tenancy end date we will serve written notice advising that we either propose to grant a new tenancy or that we propose to end the tenancy.

Where a tenant is not offered a new fixed term tenancy they will have the right to appeal the decision in accordance with our procedures.

Where a new tenancy is offered, the tenants or prospective tenant will have the right to appeal against, or complain about, the:

- length of the fixed term tenancy offered or
- type of tenancy offered.

Appeals and complaints will be dealt with in accordance with Livin's appeals process.

When a decision is made not to offer a new fixed term tenancy, advice and assistance will be provided that fully considers the housing options available to the household. For example but not limited to assistance completing a Durham Key Options application, signposting to alternative Registered Providers or DCC Housing Solutions.

### Mortgage Rescue (shorthold)

Mortgage Rescue Tenancies will be offered in cases where a property has been bought by Livin via the Mortgage Rescue Scheme (MRS). This tenancy will last for three years and will enable the homeowner to remain in their home as a shorthold tenant.

After this period the tenancy may be converted, to an assured tenancy providing that the probationary period has not been extended or legal action has not been taken to end the tenancy.

### Equitable Tenancy – minors aged 16 – 17 years (shorthold)

This type of agreement is only available to minors aged 16 or 17 years old as they are legally not entitled to hold a tenancy. We will offer minors aged 16 – 17 years an equitable tenancy; however a third party (over 18 years) is required as trustee. A third party should also be appointed as guarantor. This will ensure that the terms of the agreement are upheld until the minor reaches their 18th birthday.

Providing the equitable tenancy has not been breached a starter assured (shorthold tenancy) will be offered following the 18<sup>th</sup> Birthday of the Tenant.