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TENANCY POLICY

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## 1. Policy Purpose and Scope

1.1. This Policy will:

- Provide clarity for residents, prospective residents, staff, local authorities and other stakeholders about the types of tenancy we will offer for each of our properties.
- Ensure that we offer tenancies that make the most efficient use of our properties and best fulfil our vision to *meet housing need and deliver homes that change people's lives*.
- Support our local authority partners in delivery of their strategic housing plans.
- Demonstrate our compliance with the Regulator of Social Housing's Tenancy Standard.

1.2. This Policy applies to the following types of Elim home:

- All general needs social housing
- Gypsy and Traveller pitches
- Supported Housing

1.3. This Policy does not apply to shared ownership homes or properties developed for resale. It does not apply to any homes Elim provide or manage that are not social housing.

1.4. We will always endeavour to provide a form of tenure that reflects the purpose of the home as well as the specific needs of the household being accommodated. In doing this, we will take into account the makeup of the household in terms of numbers and also the vulnerabilities and characteristics of all members of the household.

## 2. Tenure types

2.1. Assured tenancies

1.1.1. From April 2024, Elim's general needs homes will be let on assured tenancies with a 12-month probationary or starter tenancy. The probationary tenancy will be reviewed prior to the 12-month expiry and may be extended by no more than 6 months if there have been breaches of the tenancy during this time. These tenancies provide security for tenants, whilst also allowing us to use our properties flexibly in order to best meet the prevailing housing need.

1.1.2. If the tenant is not provided notice of the extension of the starter tenancy in writing, then the starter tenancy will end after 12 months and the tenant will be an assured tenant.

1.2. Fixed term tenancies

1.2.1. Historically, some of Elim's homes have been let on 5-year fixed-term assured shorthold tenancies that include a 12-month probationary or starter tenancy. The probationary tenancy will be reviewed prior to the 12-month expiry and may be extended if there have been breaches of the tenancy during this time. These tenancies provide security for tenants, whilst also allowing us to use our properties flexibly in order to best meet the prevailing housing need.

1.2.2. At least 8-months before the end of any fixed term, the tenancy will be reviewed. This review will involve the tenants and will take into account the current household circumstances, including:

- Level of under- or over-occupation
- Adaptations in the property, and whether they are required by the household
- Feedback from tenants regarding future housing plans and aspirations
- Any breaches of the tenancy agreement

1.2.3. Following the review one of the following actions will be taken:

- Re-issue a new tenancy
- Tenant to remain in the property under new terms.
- Tenant to be given assistance to find a more suitable property.
- Tenancy to end at end of fixed term period.

1.2.4. The reviewing Officer will make a recommendation to the Director of Housing Services as to the most appropriate course of action and the Director of Housing Services will be responsible for the final decision. The tenants will be informed of their right to appeal the decision through Elim's complaints process. Where a new tenancy is not granted, appropriate support and signposting for information and advice will be provided to the tenant by the Housing Officer.

1.2.5. If, at the end of the fixed-term, the tenant has fulfilled the obligations of their tenancy agreement, we would expect a new tenancy to be offered.

### 1.3. Lifetime tenancies

1.3.1. We will maintain the security of all tenants who have a lifetime tenancy with social rent in the event that they transfer to another social rent home, by offering another lifetime tenancy.

### 1.4. License Agreements

1.4.1. In some of our accommodation, we issue excluded license agreements to residents. This accommodation will typically fulfil at least one of the following criteria:

- It will have communal facilities shared between residents, e.g. bathrooms, kitchens, living rooms
- Residents' accommodation will not be fully self-contained.
- We are letting temporary accommodation (usually with support) to someone who is being placed by a local authority in order to prevent homelessness.

### 1.5. Written Agreements

1.5.1. We will issue written agreements to those residents on our Gypsy and Traveller sites that have been placed there by the relevant local authority. The written agreements issued will vary depending on the site, as they are typically specified by the host authority. Occupants of transit pitches will receive a specific written agreement.

1.5.2. In both cases, the written agreement will confer security of tenure on the household as specified by the Mobile Homes Act, 1983.

## 2. Tenancy by property type

2.1. The table below provides detail on the type of tenancy/license that will be issued according to property type.

Property type	Tenancy/license
All social housing	Assured tenancy, with 12-month starter tenancy.
Supported and leased housing (self-contained)	Periodic assured shorthold tenancy
Supported Housing (communal kitchen and/or bathroom facilities)	Excluded license agreement

Shared, non-supported accommodation	6-month AST or license agreement, in negotiation with host authority
All G&T pitches	Written Agreement (specific agreement for transit pitches) to be agreed with host authority

2.2. On certain occasions exceptions to the above may apply. Some of the more common examples can be found below, though the list may not be exhaustive:

- Some agreements with local authorities (s106 or local lettings plans) may result in different tenancies being offered, particularly for new developments.
- Commitments entered into as a result of stock transfers may take precedence over commitments stated in this Policy.

2.3. Appendix I provides more detail on types of tenure that Elim use in an easy to read format.

- When temporarily decanting residents, we may offer a temporary tenancy that does not confer any security of tenure. The tenant will retain their main tenancy and rent will continue to be charged at their principle address.

### 3. Letting to Minors

3.1. We will let to minors of 16-17 years of age in exceptional circumstances, provided that they have a guarantor can sign a tenancy on their behalf and guarantee payment of rent. The only tenancy issued to minors/ will be a Periodic AST. Once the tenant has turned 18, the tenancy will be reviewed and an alternative tenancy may be offered in keeping with this Policy.

### 4. Ending Tenancies

4.1. We will always attempt to prevent unnecessary evictions, instead favouring supportive and remedial interventions. Examples of how we do this are reflected in various policies and procedures but include:

- Income maximisation and signposting for tenants in rent arrears
- Supportive interventions recognising that ASB may be a product of other support needs.
- A commitment to restorative justice, particularly in our support services.
- A proactive approach to tenancy breaches that involves taking action before the breach becomes serious enough that it requires enforcement.

4.2. In the event that we do need to end a tenancy, we will provide the tenant with the necessary signposting, support and advice and assistance before their tenancy or license ends.

## Appendix I: Most common tenure types used by Elim

Please note that some information may change due to interim legislation introduced during the Covid-19 pandemic.

Standard forms for all tenancy types detailed in the table below are available to view on request. Please contact [info@elimhousing.co.uk](mailto:info@elimhousing.co.uk) if you would like to see a copy.

Tenure Type	Where will Elim use it?	Review/termination details
<p><b>Starter Tenancy</b></p> <p>The starter tenancy period covers the first 12-months of most tenancies that Elim issue. We use this period to ensure that the tenant is adequately able to manage their tenancy by adhering to the tenancy agreement. During the starter period the tenant has:</p> <ul style="list-style-type: none"> <li>• No security of tenure afforded by a secure or exchanged tenancy</li> <li>• No right to assign or exchange</li> <li>• No right to transfer</li> <li>• No right to take in lodgers or sub-let any part of their home</li> <li>• No right to acquire</li> </ul> <p>At the end of the starter period, the tenancy will revert to a form of assured shorthold tenancy (AST), usually for a fixed term (see below). If the tenancy reverts to a fixed term tenancy, the 12-month starter period elapsed is considered to be a part of the fixed term.</p>	<ul style="list-style-type: none"> <li>• All social housing or housing let at social rent, unless exceptions detailed in the policy apply,</li> </ul>	<ul style="list-style-type: none"> <li>• The tenancy will be reviewed throughout the 12-month starter period. In the event that the tenant has not fulfilled the obligations of their tenancy agreement during this period, the starter period may be extended for an additional 6-months.</li> <li>• If the tenancy is not ended by the end of the starter period, it will revert to an AST, usually for a fixed term (see below)</li> <li>• The starter tenancy can be ended by serving a valid Notice Requiring Possession (S21, Housing Act, 1988).</li> </ul>
<p><b>6-year fixed term tenancy</b></p> <p>Typically, the starter/probationary tenancy detailed above will revert to a 6-year fixed term tenancy. This is a form of AST that lasts for a fixed term rather than being periodic (i.e. a rolling term).</p>	<ul style="list-style-type: none"> <li>• All social housing or housing let at social rent, unless exceptions detailed in the policy apply.</li> </ul>	<ul style="list-style-type: none"> <li>• The fixed-term tenancy will be reviewed by an Officer within the final 12-months of its term and a decision taken to either renew the fixed term (usually for the same time period), renew the tenancy under different conditions or end the tenancy, with support provided to help the household find a new home (see 3.1.3. above for more details).</li> </ul>

		<ul style="list-style-type: none"> <li>• If, following the review, the decision is taken to end the tenancy, notice will be provided to the tenant at 6-months before the tenancy end date and a Notice Requiring Possession (S21, Housing Act, 1988) will be served 2-months before the tenancy end date.</li> <li>• During the term, the tenancy can be ended by serving a valid Notice of Seeking Possession (S2, Housing Act, 1988) in the event of the tenant breaching their tenancy agreement.</li> </ul>
<p><b>Assured Shorthold Tenancy</b></p> <p>The AST is granted for a fixed term of 6-months and then becomes a periodic tenancy, rolling from week to week.</p>	<ul style="list-style-type: none"> <li>• Self-contained supported accommodation</li> <li>• Some shared accommodation that is intended for a specific purpose or demographic, e.g. move-on accommodation, but does not come with an associated support service.</li> </ul>	<ul style="list-style-type: none"> <li>• During the fixed term, Elim may regain possession of the property by serving a valid Section 8 Notice to Quit in the event of a breach of the tenancy by the tenant.</li> <li>• A Section 21 Notice Requiring Possession can be served at any time apart from during the first 4 months of the tenancy.</li> <li>• A valid Section 2 notice can also be served in the event of a breach of the tenancy agreement by a tenant</li> </ul>
<p><b>Excluded License Agreement</b></p> <p>A license agreement is personal permission for someone to occupy a property. It does not give that person any legal interest in the property they are occupying. Without the license, that person would be trespassing. Excluded licenses do not require the landlord to obtain a possession order in order to evict the occupant, however appropriate notice should be provided.</p> <p>Elim use excluded licenses only when they are appropriate for the social purpose of the accommodation and services being provided.</p>	<ul style="list-style-type: none"> <li>• Used in Elim’s local authority commissioned supported accommodation, where there are shared facilities, e.g. kitchens, bathrooms.</li> <li>• Used in other supported accommodation where there are shared facilities.</li> </ul>	<ul style="list-style-type: none"> <li>• When looking to end a license, we will typically seek to issue a 28-day Notice to Quit. Where the license is being ended due to a breach of license, this will usually have been preceded by written warnings in relation to breaches.</li> <li>• In exceptional circumstances, a shorter notice period may be provided. This may include an immediate notice if it is assessed that the occupant poses a severe and/or immediate risk to the health and safety of any other user of the property.</li> </ul>

<p><b>Written Agreement</b></p> <p>Written agreements are used on pitches for gypsy and traveller households and provide the occupant with security of tenure as specified in the Mobile Homes Act 1983.</p> <p>The written agreement contains express terms that can be challenged by the occupant within the first 6-months of the agreement's term.</p> <p>Written agreements for transit sites provide less security of tenure.</p> <p>Written agreements used by Elim will vary according to whether the pitch is permanent or transit and/or the local authority in which the pitch is sited.</p>	<ul style="list-style-type: none"> <li>• All permanent G&amp;T pitches</li> <li>• All transit G&amp;T pitches</li> </ul>	<p><b>Permanent pitches</b></p> <ul style="list-style-type: none"> <li>• In the event of a breach of the agreement by the occupant, Elim may end the agreement by serving a Notice to Remedy. The notice will specify the breach that must be remedied and the timeframe within which the remedy must take place. This timeframe may vary depending on the nature of the breach.</li> <li>• In the event that the breach is not remedied, a court order for possession must be obtained.</li> <li>• The occupant can end the agreement by giving 4-weeks' notice in writing at any time.</li> </ul> <p><b>Transit pitches</b></p> <ul style="list-style-type: none"> <li>• The occupant may provide immediate notice to end the agreement at any time.</li> <li>• In the event of a breach by the occupier, Elim may issue a Notice to Remedy as with a permanent pitch. If the breach is not remedied within the reasonable timeframe specified then Elim will not require a court order to regain possession of the pitch.</li> </ul>
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