

► POLICY:

FIXED-TERM TENANCIES

1.0 Introduction

- 1.1 The Localism Act 2011 introduced new flexibilities for registered providers (RPs) such as Thames Valley Housing (TVH) to offer social housing tenancies for a fixed-term. The new flexibilities of the Act are designed to ensure the most effective use of social housing stock.
- 1.2 From April 2012 the new regulatory framework requires RPs to publish clear and accessible policies which outline their approach to tenancy management and have due regard to the tenancy strategies published by the local authorities in which they operate. From February 2015, we will offer fixed-term tenancies (after a probationary period) of no less than two years in qualifying circumstances as set out in paragraph 6.2 below. If a fixed-term tenancy is to be offered we will usually grant a fixed-term of five years but in exceptional cases a fixed-term tenancy of between two to four years may be granted.
- 1.3 This policy sets out the circumstances in which we will offer fixed-term tenancies and how they will be reviewed. It explains what happens at the end of the fixed-term, and the circumstances of when a fixed-term tenancy is or is not renewed.

2.0 Aims and Objectives

- 2.1 The aims and objectives of this policy are:
 - ▲ To set out clear guidance for applicants and tenants;
 - ▲ To provide a suitable home for as long as a tenant needs it;
 - ▲ To make best use of the Association's stock.

3.0 Policy Statement

- 3.1 We aim to offer a degree of stability to enable residents to invest in their home and community, and to plan for education and employment.
- 3.2 The use of fixed-term tenancies will enable social housing homes to be occupied by those who need it the most whilst encouraging mobility where the family no longer have a need for that home.

4.0 Background Legislation & Legal Framework

- 4.1 The Localism Act 2011.
- 4.2 The Homes and Communities Agency (HCA) amendments to the regulatory framework took effect from April 2012. The framework includes the national standards which RPs must

meet. This policy relates to the Tenancy Standard which requires housing providers to grant tenancies which are compatible with the purpose of the accommodation, the needs of the individual household, the sustainability of the community and the efficient use of the stock.

5.0 Definitions

5.1 Probationary Tenancy

A probationary tenancy is a one-year trial tenancy. We offer probationary tenancies to tenants who do not hold an assured or secure tenancy prior to their nomination. At the end of the year, the tenancy will either be brought to an end, extended, or the probation period successfully completed. If we consider the tenant to have successfully completed the probationary period the probationary tenant will be given notice that they are to become an assured tenant, or they will be offered an assured shorthold tenancy for a fixed-term.

In some circumstances, probationary tenancies may be offered to tenants who hold an assured or secure tenancy. This will be subject to the tenant signing a Section 2A Notice.

5.2 Fixed-Term Tenancy

This is an assured shorthold tenancy granted by a Registered Provider which is fixed for a minimum period of 2 years.

6.0 Key Considerations for Offering Fixed-Term Tenancies

6.1 The key considerations when a property is being let will be whether it is to be let on a lifetime assured or a fixed-term tenancy.

6.2 We primarily offer lifetime assured tenancies however there are some circumstances when fixed-term tenancies will be offered. These are:

- ▲ Where an adapted property has two or more bedrooms; or
- ▲ Where a property has 4 or more bedrooms.

6.3 Where a fixed-term tenancy is to be offered the fixed-term will usually be for five years. However in exceptional circumstances we may issue a fixed-term of between two to four years. This includes (but is not limited to) cases where:

- ▲ Residents have become tenants via a mortgage rescue or downward staircasing scheme;
- ▲ A property is due to be part of a regeneration project;
- ▲ Where the tenancy conduct needs monitoring following antisocial behaviour or nuisance or there are/likely to be other breaches of tenancy such that the property may not be appropriate for their needs.

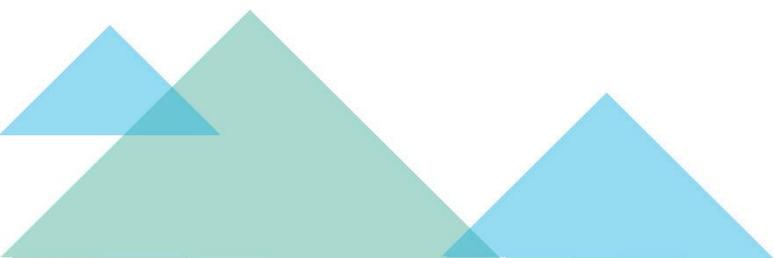
6.4 We will consider whether a household is vulnerable by reason of age, disability, illness and households with children when considering which type of tenancy is appropriate. It may be appropriate to offer a tenancy type outside of the terms of this policy in some



circumstances where a household member is vulnerable and a tenancy under this policy may not be appropriate for their needs.

7.0 Implementation & Review

- 7.1 If a fixed-term tenancy is offered a full explanation will be provided on how and when the tenancy will be reviewed pending the end of the fixed-term.
- 7.2 To identify how best to meet the needs of a household, a review will be undertaken to establish whether the household circumstances have changed. This will be at least 10 months before the end of the fixed-term. Tenants are expected to actively engage in reviews and provide evidence of their financial circumstances.
- 7.3 The review is designed to identify if one of the following applies:
- ▲ The property is under-occupied, according to our bedroom standard;
 - ▲ The property is over-occupied, according to our bedroom standard;
 - ▲ The property is adapted and the person requiring the adaptations no longer lives at the property.
- 7.4 If the review establishes that the household circumstances have not changed, another fixed-term tenancy will be issued. This will usually be for another five year term but in exceptional cases (e.g. as set out in clause 6.3 above) a term of two to four years may be offered. When a new fixed-term tenancy is issued the rent charged to the property may also be reviewed (this is in addition to the annual reviews during the term).
- 7.5 If the review establishes a change in household circumstances, one of the following actions will be taken:
- ▲ The tenant will not be offered another tenancy;
 - ▲ The tenant will be given assistance to find a more suitable property.
- 7.6 In some circumstances, where a change in household circumstances has been established, we may consider it appropriate that:
- ▲ The tenant remains in the property under new terms.
- 7.7 If it is decided that another tenancy will not be offered, the tenant will be issued with notice to leave the property. This notice will be served at least 6 months before the end of the tenancy to enable the tenant sufficient time to secure alternative accommodation. A plan will be agreed with the tenant to explore the available housing options and to establish the best housing solution for them. The circumstances when a decision is made not to grant another tenancy may include:
- ▲ The tenant no longer has the right to rent;



- ▲ The tenant no longer requires the accommodation or their needs would be better suited to a different type of housing or tenancy (e.g. due to financial reasons, or care and support needs);
- ▲ A breach of tenancy occurred which indicates that the property is not suitable for the tenants needs;
- ▲ Tenancy fraud has been identified during the fixed-term;
- ▲ The tenant has not engaged in the review process;
- ▲ The tenant does not wish to accept the terms of the new fixed-term tenancy;
- ▲ The tenant or a member of their household has come into legal ownership of another residential property or we have become aware that the tenant owns another property.

7.8 If at the end of the fixed-term the tenant has not vacated the property and requires a short period of time whilst he/she waits for alternative accommodation to become available, we may agree not to recover immediate possession. During such period we are not creating a new tenancy and the tenant will be required to continue to pay rent and comply with all the terms of the fixed-term tenancy until he/she moves.

7.9 All tenants not being offered another fixed-term tenancy will have the right for this decision to be reviewed. See appeals Procedure below.

8.0 Ending a Fixed-Term Tenancy During the Term

8.1 In addition to ending a fixed-term tenancy in the circumstances set out above, it may be necessary to end the tenancy within the fixed-term if it is not being conducted in an appropriate manner. This will be done by serving notice of seeking possession under the relevant ground for possession (as set out in Schedule 2 of the Housing Act 1988).

8.2 If the tenant chooses to end the tenancy before the end of the fixed-term they may do so by offering to surrender the tenancy giving at least four weeks notice. We will not unreasonably refuse to accept such offer to surrender. In the case of joint tenants both tenants must agree to the surrender.

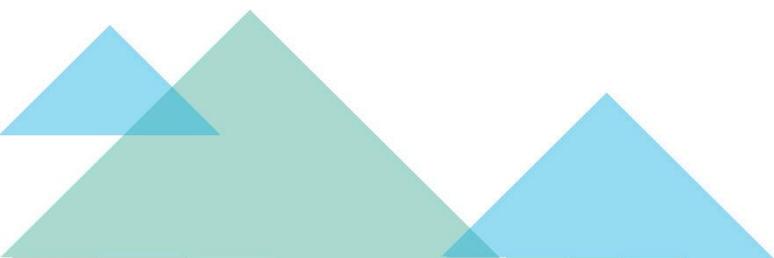
8.3 If the tenant has abandoned the property during the fixed-term, steps will be taken to forfeit (end) the tenancy and recover possession.

9.0 Appeals Procedure

9.1 Tenants/prospective tenants may appeal with regard to:

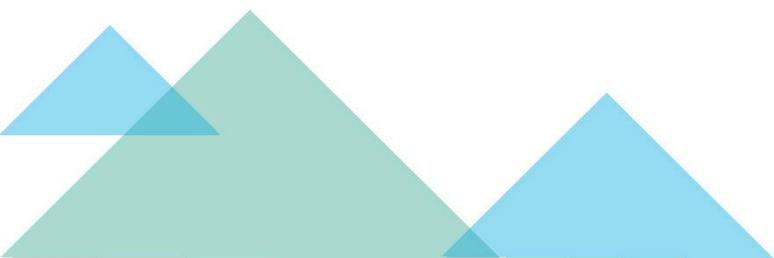
- ▲ The decision not to renew their fixed-term tenancy;
- ▲ The length of a fixed-term tenancy;
- ▲ The type of tenancy offered.

9.2 We will inform the tenant/prospective tenant in writing of their decision regarding the type of tenancy offered, the length of the fixed-term or the decision not to grant another



tenancy. We will inform the tenant/prospective tenant of their right to review/appeal and invite them to make representations to us detailing any personal circumstances or other matters which they wish us to take into account.

- 9.3 The tenant/prospective tenant must make a request for a review in writing. If the decision being reviewed relates to the type of tenancy being offered or the length of the fixed term, such review must be made in writing within 5 days (unless we agree in writing for a longer period) beginning with the day on which they receive written confirmation of our decision. If the decision being reviewed relates to the not granting of another tenancy, such review must be made in writing within 5 days (unless we agree in writing for a longer period) beginning with the day on which they receive written confirmation of our decision.
- 9.4 In relation to reviews of a decision on the type of tenancy to be granted and/or the length of the term, reviews must be received within 5 days because we have an obligation to manage our stock appropriately and to keep void periods to a minimum.
- 9.5 The request for a review must contain:
- ▲ The tenant/prospective tenant(s) name(s) and address;
 - ▲ A description of the decision in which the review is being sought including the date on which the decision was made;
 - ▲ If the review is requested in relation to a decision regarding the length of the tenancy granted, the request should contain a statement of reasons why the tenant/prospective tenant does not consider that the length or the tenancy accords with our policy;
 - ▲ A statement of the grounds on which the review is sought;
 - ▲ A statement in relation to whether the tenant/prospective tenant requires the review by way of an oral hearing;
 - ▲ A statement in relation to whether the tenant/prospective tenant agrees or does not agree to receiving communications relating to the review by email and if so the email address to which communications should be sent.
- 9.6 If the tenant/prospective tenant requested a review hearing we will send a written notice to them stating the date, time and place at which the hearing will take place which will not be earlier than 5 days after the notice will be received by the tenant/prospective tenant.
- 9.7 At the review hearing the tenant/prospective tenant may make oral or written representations relevant to the decision to be made. The tenant/prospective tenant may be accompanied or represented by another person, they may call persons to give evidence on matters relevant to the decision and/or put questions to anyone giving evidence at the hearing.
- 9.8 If the tenant/prospective tenant does not request a review at a hearing we will send a written notice to them inviting them to make representations in support of their request for a review. The deadline for representations will not be earlier than 5 days after the day on which the tenant/prospective tenant receives the notice.



- 9.9 We will take into account the representations received from the tenant/prospective tenant when making a decision on the review.
- 9.10 The review will be conducted by the Director of Residential Services.
- 9.11 We will notify the tenant/prospective tenant of the outcome of the review in writing within 14 days of the review hearing or decision being made. If the decision confirms the original decision, we will give reasons for the decision.

10.0 Other Useful Policies

Lettings Policy

Tenancy Policy

Mutual Exchange Policy

Transfer Policy

Succession Policy

11.0 Policy Information

Policy owner: Housing Services Manager

Approved by: Director of Residential Services

Last review date: May 2016

Next review date: May 2019

