



# TENANCY AND LICENCE MANAGEMENT POLICY

## 1. Introduction

This policy relates to how homes owned or managed by Citizen are let and re-let and how those tenancies and licences are managed. The policy also sets out the different types of tenancies and licences that we may offer, the reasons for using them, the period that the tenure lasts for and the circumstances in which we offer each tenancy and licence type.

The policy's intention is to provide a framework for us to manage and let our homes in a way that is responsive to the needs of the individual in terms of their home, financial position and aspiration, the sustainability of the communities in which we have our homes and the efficient use of our stock.

Our staff will work within the policy framework and our values while completing this work.

We are committed to the following objectives when letting and managing our tenancies and licences;

- To ensure our lettings contribute towards the development of balanced and sustainable communities and seek to promote social inclusion.
- To let homes whilst giving customers as much choice as possible, with the aim of housing people where they want to live and therefore increasing customer satisfaction.
- To ensure that any tenancy or licence is likely to be sustainable by the customer.
- To provide services that support and enable access to appropriately sized accommodation therefore reducing under-occupancy and overcrowding.
- To let properties quickly and appropriately, minimising the number of empty properties and maximising rent income.
- To provide good quality homes which are of a high standard.
- To have effective controls in place to take appropriate action where tenancies and licences are not being conducted by tenants and licencees in accordance with their agreements.



- To provide flexibility to use appropriate tenancies and licences to fit individual circumstances, notably starter tenancies.
- To invest in social value by cooperating with the local authorities in which we have our homes, to meet local housing need and assist in fulfilling their statutory duties. Where we have nomination agreements in place we will continue to work in partnership.
- To ensure services are responsive to the diverse needs of the communities that we work within, ensuring equal opportunities for all applicants for housing.
- To ensure that we are clear and transparent in respect of customers understanding their rights and responsibilities with regards to their tenancies and the rights and responsibilities of Citizen.

This policy is based on, and reflects, the requirements of our regulator and UK legislation (for more information see Appendix A). In developing this policy, we have also considered the relevant local authority tenancy strategies for areas in which Citizen owns homes.

## **2. Scope**

This policy establishes our core principles for tenancy and licence management. We work in many communities and we believe it is important that our tenancy and licence management policy provides clarity for existing and prospective customers and allows flexibility to help us effectively address housing needs in each community we serve and with each individual customer.

This policy does not apply to any tenant or leaseholder that has an equity interest in their property.

## **3. Policy detail**

### **3.1 Tenure**

We offer a range of tenancy and licence types. We will decide which type of tenancy or licence to offer based on the information we hold about the applicant, their needs, any vulnerabilities, whether they have held a tenancy or licence before and the accommodation in which they are housed. Details of the different types of tenancy and licences that we offer are shown in Appendix B.

We communicate the terms and conditions and roles and responsibilities within our tenancy and licence agreement to all customers when customers sign their agreements, clearly and consistently to ensure they are understood.

### 3.1.1 Starter tenancies

For all new customers in general needs homes who have not held a secure tenancy or an assured periodic tenancy with any local authority or registered provider, or an assured shorthold tenancy with us we will offer a 12-month starter tenancy, this will be an assured shorthold tenancy. Customers who are housed as part of our Housing First initiative will not be offered a starter tenancy.

The tenancy will be monitored to ensure that new tenants settle into their homes and manage their tenancies effectively. If required additional support will be offered and staff will take prompt action if tenancy conditions are not met.

At the end of the starter tenancy period if the tenancy has been successful the tenancy will convert, automatically, to an assured periodic tenancy. If the starter tenancy period has not been successful and there are breaches of tenancy the starter period will be extended or brought to an end by the serving of the appropriate notice.

## 3.2 Access to housing

### 3.2.1 Requirements

All our tenants and licencees must agree, and have arrangements in place, to:

- Pay their rent by direct debit on a date agreed.
- Agree to have an image of themselves uploaded onto our database as part of our sign-up process.
- Agree to our information sharing protocol.
- Not be subject to restricted access to housing as detailed in section 3.2.2 below.
- Have participated in any pre-tenancy or licence programme that they have been referred to.
- Participate in any support arrangements as identified or as a requirement of specific schemes.
- Make payments in accordance with our tenancy and licence agreements.

Prior to an authorised officer signing either a tenancy or licence agreement the individual officer must have evidence that these undertakings are in place, including evidence of any advance rent payment.

The Lettings Manager or Head of Allocations and Lettings may agree to vary one or more of these requirements when circumstances dictate.

### 3.2.2 Restricted access to housing

We will not normally accept the following applicants for housing:

- Applicants under 18 years of age, except in specialist accommodation schemes where effective support is in place.
- Applicants subject to immigration control or a person from abroad unless they are a qualifying person. A right to rent check will be completed for every applicant.
- Applicants or members of their family who have caused anti-social behaviour either in or around one of our properties or another landlord's properties. Further details on our approach to anti-social behaviour are set out in our Anti Social Behaviour and Hate Crime Policy.
- Applicants with outstanding debts to us, another registered provider or local authority because of failure to pay rent, court costs, rechargeable repairs or any other housing related debt.
- Applicants where there have been previous breaches of tenancy or licence through non-payment of rent.
- Applicants who cannot demonstrate that they can sustain a tenancy or licence because they cannot afford to pay the rent. We will carry out affordability assessments for all our applicants ensuring that we support the applicant to maximise their income. If it is apparent that an applicant cannot afford the rent for a property, a tenancy or licence will not be offered. If this is the case, we will give advice about potential alternative solutions that may be available to them.
- Owner-occupiers / leaseholders except where housing needs are not being met and there are exceptional circumstances.
- Where the accommodation we offer does not and cannot reasonably meet an applicant's support needs or applicants demonstrate that they need a higher level of support which we or another provider cannot reasonably facilitate.
- Applicants who following an assessment cannot demonstrate that they currently have the appropriate skills in place to be able to manage a general needs tenancy effectively.

- Where applicants have been proven to act fraudulently when securing a home or in the subsequent conduct of a tenancy or licence with any local authority or registered provider.
- We do not automatically consider anyone ineligible for housing if they have a previous conviction(s). Where an appropriate assessment has been carried out, in line with our procedures, and we are concerned that an applicant will pose a risk to themselves, our staff and contractors, their home or the wider community then they may be deemed ineligible for housing.

### **3.2.3 Responding to offers of accommodation**

We will remove the offer of accommodation and will not make any further offers of accommodation where applicants have been made an offer and have:

- made no contact to arrange to view the property
- failed to turn up to an appointment to view the property
- failed to complete the sign-up process or provided information reasonably requested

And/or;

- where applicants have been made three offers of accommodation and these have been refused.

We also reserve the right not to make an offer when we feel further background checks are required before we decide whether to offer a property and the information is not provided to us within two working days by the applicant. Where additional information is required from other organisations in order for us to establish the applicant's ability to sustain a tenancy or licence, and that is not received, we also reserve the right not to make an offer.

## **3.3 Transfers, Decants, Mutual Exchange, Succession and Assignment**

Where customers wish to move we will provide advice on the options available including other forms of tenure such as shared ownership.

### **3.3.1 Transfers**

Our tenants or tenants of other registered providers or local authorities will only be considered for an offer of alternative accommodation where they:

- have no outstanding rent, court costs or rechargeable debts
- have maintained the property in good condition
- have complied with the terms of their tenancy
- cannot afford or readily obtain housing on the open market

### **Emergency Transfers**

In emergencies, there may be a need to provide immediate rehousing and it may not be possible to rehouse the household within our normal arrangements. Emergency transfers will be considered where there are circumstances that threaten the life or safety of the customer or other household members, if they remained in the property. We will work with statutory partner organisations to confirm the circumstances and severity of the situation and to ensure our decisions are appropriate. This will only be facilitated when alternative accommodation is available.

Emergency transfers will be agreed by the Neighbourhood Services Manager.

### **3.3.2 Decants**

We may need to rehouse customers due to the demolition or refurbishment of their home. We will ensure that customers affected by such schemes are offered rehousing that is fair and timely to ensure schemes are not delayed. Where a decant is required, we will award statutory compensation where appropriate and may consider discretionary compensation dependant on individual circumstances.

### **3.3.3 Mutual exchange**

Tenants may have the right to exchange their tenancy subject to written consent. We will approve mutual exchange applications provided that none of the grounds for refusing applications, set out in the Housing Act 1985 and the Localism Act 2011, apply. We will only normally allow a mutual exchange to an under occupied property if the tenant is freeing up one or more bedroom in their current home and can afford the rent on their new home.

We are a member of HomeSwapper, a national mutual exchange service which provides tenants an opportunity to advertise their interest in finding a mutual exchange at no cost to themselves.

### **3.3.4 Succession**

On the death of a tenant, the deceased tenant's husband/wife, civil partner or same sex partner who is living in the property may be able to take over the tenancy, so long as there has been no previous succession to the tenancy.

If the tenant does not have a partner, then a tenancy subject to the terms of individual tenancy agreements, may be passed to a close family member. Family members include son, daughter, parent, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, half-brother, half-sister, adopted child and step-brother or step-sister. If more than one family member qualifies to succeed to a tenancy the family should agree who will succeed, if they cannot agree they must apply to court to decide who the tenancy will pass to.

In the case of assured tenancies, if the successor is a family member they must be able to prove that they have lived with the former tenant for 12 months prior to the tenant's death.

A family member does have the right to succeed to the tenancy but does not have the automatic right to remain in the same property as the person who has passed away. We may make other offers of accommodation in accordance with the criteria set out in this policy which shall include whether the property is an appropriate size for the person and the needs of vulnerable household members.

Unless legally required to do so, we shall not offer more than one succession to any tenancy.

### **3.3.5 Assignment**

We may grant permission for an assignment of a tenancy to take place if the right to assign is specified in the tenancy agreement and any conditions within the agreement have been satisfied.

When tenancies are assigned the new tenant accepts the tenancy conditions of the previous tenancy. This could mean they are taking on a less secure tenancy and in these circumstances, we will ensure that they are fully aware of the implications of this.

Unless legally required to do so we will only allow one assignment to take place.

### **3.4 Tenancy and Licence fraud**

Tenancy and licence fraud is a criminal offence. We will use our legal powers and partnership working to detect and pursue tenancy fraud so that homes are available to those that really need them. If an applicant has knowingly or recklessly provided false information and tenancy fraud is proven, which resulted in the allocation of a property they would have not otherwise been entitled to, we will act to recover possession of the property and all costs. We will also report the fraud to all relevant authorities and registered providers who ask us. This may adversely affect any housing application the perpetrator makes to other registered providers

### **3.5 Joint Tenancies**

A joint tenancy is a tenancy held by two or more parties, who share equal responsibility in adhering to the conditions of the tenancy. Where a joint tenancy exists, all parties are jointly liable for paying rent, any outstanding debts and must abide by all tenancy conditions.

Applications for joint tenancies will be considered and assessed on a case by case basis. The decision to accept or refuse an application is at the discretion of Citizen but will be based on individual circumstances of the applicants. This decision will be evidenced.

There are no legal obligations for us to offer joint tenancies when requested.

### **3.6 Tenancy and Licence Management Checks**

Citizen carries out periodic visits to customers to

- make sure they are receiving all the support, advice and help they need.
- help us, as landlords, to ensure our tenants/licencees are complying with the terms of their individual tenancy/licence agreement, and that our properties and gardens are being looked after in line with those agreements.

We will write to customers to let them know when their tenancy/licence visit will be. It is the customers responsibility to make sure that a visit can take place

### **3.7 Management of vacant properties**

We are committed to letting our vacant properties quickly. Our aim is to minimise rent loss, keep the number of vacant properties as low as possible and thereby maximise the availability of housing to meet need.

We will repair our vacant properties in accordance with an agreed lettable standard and will regularly review those standards.

### **3.8 Exceptions and complaints**

Flexibility regarding the restrictions and criteria set out in this policy will be considered in exceptional cases. If a tenant, licencee or applicant wants to make a complaint about the service they have received this will be dealt with in line with our Complaints Policy.

### **3.9 Lettings to staff, board members and involved tenants**

We will not allocate a property to a board member, member of staff, involved tenant or close relative of these groups unless the following conditions are met;

- The applicant would normally qualify for the tenancy or licence under the appropriate Choice Based Lettings Scheme and this policy.
- The board member, member of staff or involved tenant had no involvement or influence in the allocation process.
- The allocation has been approved at the authorisation level set out in line with our probity policy and procedures.

For information relatives include; spouses or partners, parents, grandparents, children, grandchildren and siblings. This statement also applies to someone who has a relationship with a board member or employee, such that, there is a risk any decision taken by the board member or employee could be influenced. These rules also apply to former employee and board members for a period of 12 months after they leave their post.

#### 4. **Roles, responsibility and Governance**

It is the responsibility of the Board to ensure that this policy is successfully implemented, and the procedures followed. The Senior Leadership Team and Heads of Service are responsible for ensuring that all staff understand the importance of this policy and the related procedures and comply with them.

Managers are responsible for ensuring that their reports have undertaken the appropriate policy eLearning by utilising reports produced by Learning and Development

Any changes to this policy must be made in line with the requirements set out in Citizens Standing Orders and our Policy framework.

#### 5. **Monitoring and review**

This policy will be reviewed every three years, unless legislation or sector developments require otherwise, ensuring that it continues to meet its objectives and takes account of good practice developments.

Legal advice will be taken to ensure compliance with legal, regulatory and contractual responsibilities.

Where appropriate service delivery reports in respect of this policy as incorporated into our quarterly reporting suite

#### 6. **Equality impact assessment**

This policy has been subject to an Equality Analysis. Staff working across Citizen have considered the impact of this policy on different groups and communities that we work with. In framing this policy, our staff are committed to not discriminate adversely against any group and will respect the diversity of the communities we are working within.

**7. VERSION CONTROL**

VERSION	DATE	AMENDMENTS	APPROVED AT/BY	REVIEW
V 1.0	Sept 2019	Policy updated to Citizen brand format	n/a	
V2.0	Feb 2020	Updated to reflect <ul style="list-style-type: none"> <li>revised Citizen tenancy agreements</li> <li>Tenancy and Licence Management Visits</li> <li>Minor wording changes</li> </ul>	Director of Housing	May 2022
V3.0	July 2020	Updated to reflect the approach to joint tenancies and new policy template	Group Operations Management Team Head of Allocations and Lettings	May 2022

## Appendix A

This policy meets the requirements of the Governments regulation of all Registered Social Landlords as prescribed in the Housing and Regeneration Act 2008 and laid down by Homes England in the Tenancy Standard. In summary these require housing associations to ‘let their homes in a fair, transparent and efficient way’. Further details on the Tenancy Standard are available [here](#).

The following legislation influences the conditions and policies set out in this document:

Legislation	Main powers and relevance
Housing Act 1985	<ul style="list-style-type: none"> <li>• Contains the grounds that landlords must prove to gain possession for secure tenancies - Schedule II Grounds for Possession</li> <li>• Contains Notices Seeking Possession -first stage in possession process (s.83): s82A added by the Anti-Social Behaviour Act 2003 regarding demotion orders</li> <li>• Contains the rights of secure tenants</li> </ul>
Housing Act 1988	<ul style="list-style-type: none"> <li>• Contains the grounds that landlords must prove to gain possession -Schedule II Grounds for Possession</li> <li>• Contains Notices Seeking Possession - first stage in possession process (s.8): S6A added by the Anti-Social Behaviour Act 2003 regarding demotion orders</li> <li>• Contains the rights of Assured and Assured Shorthold Tenants</li> </ul>
The Prevention of Housing Fraud Act 2013	<ul style="list-style-type: none"> <li>• Creates offences and make other provision relating to sub-letting and parting with possession of social housing;</li> <li>• Makes provision about the investigation of social housing fraud; and for connected purposes</li> </ul>
Localism Act 2011	<ul style="list-style-type: none"> <li>• New freedoms and tenure flexibilities</li> <li>• Mutual Exchange – changes to the type of tenancy granted may differ. May also impact on the tenancy commencement date.</li> <li>• New rights and powers for communities and individuals</li> <li>• Reform to make the planning system more democratic and more effective</li> <li>• Reform to ensure that decisions about housing are taken locally</li> </ul>

## Appendix B

**Social Rent** - Social rented housing is owned by local authorities and private registered providers (as defined in section 80 of the Housing and Regeneration Act 2008), for which guideline target rents are determined through the national rent regime

**Affordable Rent** – Affordable Rents are set at 80% of gross market rent values and are inclusive of service charges.

Our tenancy agreements reflect where an affordable rent is being charged.

Tenancy Type	Who this will be offered to	Period of Tenancy
<b>Assured</b>	<ul style="list-style-type: none"> <li>New tenants where we do not issue a starter tenancy.</li> <li>Housing association tenants where the tenancy began on or before 15 January 1989</li> <li>Tenants who are housed as part of our Housing First initiative</li> </ul>	Lifelong
<b>Assured Shorthold</b>	<p>Homeless households who are nominated by the local authority for Citizen properties designated as Temporary Accommodation.</p> <p>This tenancy type is offered where the homeless decision has been made by the local authority.</p>	Dependant on scheme
<b>Assured Shorthold Type 2</b>	Offered to tenants housed in certain supported schemes	Dependant on scheme
<b>Assured Shorthold Type 3</b>	Offered to tenants in certain supported housing schemes where there is an agent delivering the housing management service.	Dependant on scheme
<b>Contractual Temporary Accommodation</b>	Homeless households who are nominated by the local authority to Citizen properties designated as Temporary Accommodation.	Dependant on scheme

	This tenancy type is offered where the homeless decision by the local authority is pending.	
<b>Contractual Type 2</b>	As above where tenants are housed in certain supported housing schemes	Dependant on scheme
<b>Contractual Type 3</b>	As above where tenants are housed in certain supported housing schemes where there is an agent delivering the housing management service	Dependant on scheme
<b>Decant – temporary periodic contractual</b>	Tenants who move out of their permanent home into a temporary home to allow for major works to be completed at their permanent address	
<b>Family Intervention</b>	Tenants who are at risk of eviction on the grounds of Anti Social Behaviour	Variable
<b>Licence Excluded</b>	Those who occupy a room within a hostel.	Weekly
<b>Licence Protected</b>	Those who do not have exclusive possession of the accommodation, but that accommodation is self contained.	Weekly
<b>Licence Excluded Managing Agent</b>	Those who occupy a room within a hostel schemes where there is an agent delivering the housing management service	Weekly
<b>Licence Protected Managing Agent</b>	Those who do not have exclusive possession of the accommodation, but that accommodation is self contained. in certain supported housing schemes where there is an agent delivering the housing management service	Weekly
<b>Secure</b>	Those who held a secure tenancy with Citizen or prior to amalgamation another	Lifelong



**CITIZEN**

	Group member immediately before moving within Citizen stock.	
<b>Starter</b>	Available for new tenants moving into Citizen general needs property unless <ul style="list-style-type: none"><li>• They had a tenancy with a Local Authority or other registered provider immediately before the letting</li><li>• They had a tenancy with Citizen or prior to amalgamation another Group member immediately before the letting</li></ul>	Tenancy runs week to week for one-year dependant on the conduct of the tenancy however the starter period can be extended by 6 months  At the end of the starter tenancy period if the tenancy has been successful we will offer an assured tenancy.

**POLICY**

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[NAME OF POLICY]

Lead Officer: Director of Housing

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