



TENANCY POLICY



Tenancy Policy			
Last Reviewed	March 2023	Next Review	April 2026
Responsible Officer	Director of Operations		

Policy Statement: Freebridge seeks to let homes in a fair, transparent and efficient way, taking into account the housing needs and aspirations of both tenants and potential tenants.

We shall also encourage responsible behaviour in order to build successful and sustainable communities and tenancies. This shall involve the provision of clear and consistent expectations for our tenants, from the beginning of their tenancy with us. We aim to ensure that all of our tenants are aware of and keep to the conditions of their tenancy agreement.

We will seek to incentivise good behaviour through the use of a range of tenancy types, including the use of Starter Tenancies.

Freebridge shall take account of the Borough Council (the Council) of King's Lynn and West Norfolk's Tenancy Strategy and will assist towards the Council's strategic housing function and sustainable communities' objectives.

Freebridge will comply in all respects will the Regulator of Social Housing's Tenancy Standard.

Policy Detail:

These arrangements explain our approach to letting our properties, and our approach to the range of Tenancy Agreements that we will grant to our new and existing tenants, in order to meet current & future housing need, build sustainable communities and ensure efficient use of stock.

Responsibilities

The Head of Housing and Community Services is responsible for ensuring the appropriate issue of tenancies and the subsequent management of fixed term tenancies.

Members of Leadership Team have a responsibility to maintain an up-to-date awareness and understanding of good practice, and the legislative & regulatory requirements which may impact this policy and the service provided.

Freebridge will comply in all respects will the Regulator of Social Housing's Tenancy Standard in respect of the following arrangements:

We shall:

- Explain the tenancy terms and conditions to all new tenants before they move into their property and provide them with a tenant handbook.
- Inform tenants if we have any concerns about the conduct of the tenancy and what they need to do to address those concerns.
- Offer all tenants appropriate support to help maintain their tenancy.
- Give a Starter (Assured shorthold periodic) tenancy for a 12 month trial period to all new tenants moving into our general needs and sheltered properties who have either previously never lived in social housing or were not living in social housing prior to and continuously since 1 April 2012.
- Inform tenants in writing if we intend to extend their Starter tenancy or to take steps to end it and the reasons for doing this.

At the end of the 12 months, providing we have not commenced any legal action(s), the Starter tenancy agreement will usually be ended with mutual consent and a five year Assured shorthold fixed term tenancy will be entered in to.

- Offer a range of other tenancy types, as appropriate where customers become tenants through means other than choice-based lettings, including:

Tenancy Type	Who will this be offered to
Assured Shorthold (Starter) PERIOD: 12 Months (extended to max 18 in some circumstances)	• Customers who are new to social housing or have not been in social housing prior to and continually since 1 April 2012 will be offered a Starter Tenancy <i>Provided that the probationary period of 12 months is concluded satisfactorily, a new Assured shorthold fixed Term Tenancy will be offered. There will be no automatic conversion, the Starter tenancy will be ended before a new tenancy is granted.</i>
Assured Shorthold FIXED TERM: 5 Years	• New customers following completion of a satisfactory probationary period via an Assured shorthold Periodic Starter (see above) • Existing Freebridge tenants previously on an Assured or Assured (Transferring) tenancy but who transfer to an Affordable Rent property • Existing Social Tenants of another Registered Provider or Local Authority who transfer to a Freebridge owned Affordable Rent property.
Assured Shorthold FIXED TERM 3 years	• Customers taking tenancies at properties designated as Intermediate Rent units
Assured Shorthold PERIODIC	• Customers living in a property where Freebridge is the leaseholder (Private Sector or Empty Homes Leasing Schemes) • Customers living in low-cost home ownership properties on an Intermediate Rent product • Customers housed directly via Multi Agency Public Protection Arrangements (MAPPA) • Customers housed directly via the Integrated Offender Management (IOM) scheme

Tenancy Type	Who will this be offered to
	Customers being housed on behalf of the Borough Council for homelessness purposes, where a positive case decision has already been made and a statutory duty accepted
Assured PERIODIC	- Existing Social Tenants of another Registered Provider or Local Authority (who have been in social housing prior to and continually since 1 April 2012) who transfer to a Freebridge owned Social Rent property - Existing Freebridge Assured tenants who transfer to another Freebridge owned social rent property.
Assured (Transferring) PERIODIC	Existing Freebridge tenants who were previously tenants of the Borough Council of King's Lynn and West Norfolk before April 2006 and who transfer to another Freebridge owned social rent property
Contractual Agreement	Customers being housed on behalf of the Borough Council of King's Lynn and West Norfolk for homelessness purposes, prior to a case decision being made
Licence to Occupy	Leasehold customers temporarily moved from their permanent home whilst Freebridge undertake development or improvement works to their property, or works in the area that make it unsafe to occupy their own home temporarily
Licence Agreement	Customers living in shared houses with external support

Starter Tenancy

We shall grant:

- Any tenant who was a social housing tenant on the day on which Section 154 of the Localism Act 2011 came into force (1 April 2012), and have remained social housing tenants since that date, a tenancy with no less security if and when they choose to move. (This only applies to tenants choosing to move to accommodation let on social rent terms).
- Tenants who have been moved into alternative temporary accommodation during any redevelopment or other major works a tenancy with no less security of tenure at their temporary address, and again at their permanent address on their return to settled accommodation. Please also refer to our [Moving Out Policy](#).
- Any tenant, new or existing, moving to a specific property likely to be developed or disposed of in the future, or property within an area of potential development, a relevant periodic (i.e. Assured Shorthold Starter or Assured) tenancy. Fixed term tenancies will not be granted.

Extending a Starter Tenancy

During the course of a Starter tenancy **we shall**:

- Monitor the way in which the tenancy is being maintained with regular contact with our tenant(s), including:
 - An initial new tenant contact; and
 - Additional visits as deemed necessary.

If we have any concerns about the behaviour of the tenant(s) or their household/visitors, the way in which the property is being looked after, or that the tenancy is being breached in any other way, then we may take the decision to extend the Starter tenancy for a further period of time.

In cases where we do decide to extend, **we shall**:

- Extend the Starter tenancy up to a maximum of 18 months, and
- Make the tenant(s) aware in writing to explain our reasons for this decision.

Our decision may be appealed via our Appeals arrangements.

Ending a Starter Tenancy

Where the Starter tenancy has been breached in some way, and we consider that our intervention has not remedied the situation, or breaches are multiple, reoccurring, or is too serious to be remedied, **we shall**:

- Consider beginning proceedings to end a Starter tenancy, via serving a Notice under s21 of the Housing Act 1988.
- Not normally end a Starter tenancy solely due to the existence of arrears, unless there has been a repeated history of non-payment; and
- Consider granting any new tenancy agreement as a fixed term tenancy and treat any previous rent arrears that exist as a current debt, enforceable and written into the new tenancy agreement.

Length of Fixed Term Tenancies

Freebridge seeks to offer customers a tenancy period that allows a degree of stability, so as to enable the customer to invest in their home and community.

Freebridge will usually offer a five-year fixed term tenancy to tenants new to social housing, following satisfactory completion of a 12-month probationary period on a Starter Tenancy.

A probationary, 12-month periodic Assured shorthold tenancy will precede an initial fixed term of 5 years, making the minimum occupation of a property likely to be a total of 6 years in the first instance.

At the end of any probationary (minimum 12 months), provided the tenancy has been conducted satisfactorily, then customers may be offered a new 5 year Assured shorthold fixed term tenancy as standard.

Other types and/or lengths of tenancies, such as two-year fixed term or lifetime tenancies can be offered at the discretion of the Chief Executive in exceptional circumstances.

A fixed term tenancy may be renewed following a review with the customer of their current circumstances and needs. Where a tenancy is renewed, a further five-year fixed tenancy will usually be offered. However, customers can request a review at any time to discuss their current housing options.

Throughout the process **we shall:**

- Seek to address the needs of those households who are vulnerable, by reason of age, disability or illness and households with children by usually offering the standard five-year term supported by regular reviews when required.
- Offer tenants who do not speak English the most appropriate interpretation service either through face-to-face translation or over the telephone.
- Provide support for customers who have difficulties with written English or other support needs to access services.

Re-issuing Fixed Term tenancies

Freebridge expects to re-issue a further fixed term tenancy at the end of the current term unless:

- The property is adapted and no-one residing at the property requires the adaptations.
- The property is under-occupied.
- The customer's financial circumstances have changed so that other housing options are available to them.
- Any breaches of tenancy or tenancy fraud are identified during the fixed term tenancy review process (which would result in enforcement action).
- The customer and / or their advocate do not engage in the fixed term tenancy review despite our reasonable attempts to make contact.
- Works are planned on a property in the next five years (which would require its redevelopment or demolition).
- Health or other circumstances that mean the tenant can no longer sustain or manage a tenancy.

Exceptions to this may include where:

- Care and support needs can only be met if the customer remains in the property.
- The household contains children of school age for whom their education would be seriously disrupted by not issuing a further fixed term.
- The tenancy falls within an area operating a Local Lettings Policy and ending the fixed term tenancy will conflict with the regeneration objectives of the area. Examples of this would include activities to:

- Create mixed income neighbourhoods in a single-tenure area.
- Increase levels of people in work in a particular neighbourhood.

Fixed Term tenancy reviews

We understand that a customer's housing circumstances can have a profound impact on their health and well-being.

We shall:

- Take an inclusive approach to supporting prospective, new and existing customers including:
 - Providing customers with reasonable support and assistance to participate in the tenancy review process.
 - Signposting customers to financial and debt advice.
 - Assistance to engage in training, education and employment with links to our wider community development strategy.
 - Assistance to enable people with more complex needs to access support and services.
 - Support available throughout the period of the tenancy.
- Conduct a fixed term tenancy review at least 11 months prior to the tenancy end date to include:
 - A tailored interview and assessment of the customer's current personal circumstances.
 - A review of their housing need, and for the current home they occupy.
 - Explore the customers housing, employment and social aspirations, and how these might be achieved through the range of housing options available.
- Following the fixed term tenancy review **we shall consider:**
 - A new fixed term tenancy is offered for a further period, usually 5 years.
 - A new fixed term tenancy is offered for a further period, usually 5 years, in alternative accommodation that will either benefit the customer, (for example larger accommodation) or allow Freebridge to make best use of its stock (for example, smaller accommodation if the customer is now under occupying their current home).
 - An alternative housing option will be explored for customers residing in a property with an affordable rent who are experiencing financial hardship, which could include the offer of a move to a social rent property.
 - The fixed term tenancy is not renewed and a six month notice to end the fixed term tenancy is issued. The customer is allocated a named advisor to provide housing options advice and assistance to support the customer to secure suitable alternative accommodation. The advisor will liaise with local authority partners in order to support the customer to access alternative accommodation and to adhere to partnership homelessness prevention protocols within each local authority area.

When a fixed term tenancy is not going to be renewed due to under occupation, Freebridge will endeavour to offer a further tenancy in suitable alternative accommodation.

Where alternative accommodation can be offered and accepted, Freebridge will consider offering the household practical assistance to move in line with our under-occupation strategy.

In certain circumstance a further fixed term tenancy may still be offered, but additional housing needs may also be identified for the customer, including:

- A requirement for a larger home due to overcrowding.
- Being under-occupied but no suitable accommodation is currently available in the area.
- A requirement for adaptations.
- Difficulties in sustaining their tenancy; and
- Financial hardship.

We will provide appropriate advice and assistance to help customers address these needs.

At the end of each fixed term tenancy period, and prior to the offer of another fixed term tenancy, where an affordable rent is being charged then the rent will be recalculated.

The customer will be made aware of the recalculated rent in advance of accepting a further fixed term, and the revised amount of rent will form part of the affordability assessment being carried out.

Our Housing Options Advice and Assistance

The main purpose of Freebridge's advice and assistance will be to ensure customers are aware of the different housing options open to them given their particular circumstances and have appropriate support to access those options, as appropriate.

We shall:

- Provide customers with housing options advice or signpost them to assistance in respect of alternative accommodation, in line with the Borough Council of King's Lynn and West Norfolk's Tenancy Strategy in respect of:
 - Every new customer a future housing plan at the beginning of their tenancy.
 - Customers during their fixed term tenancy reviews with advice about housing options and how these may assist in achieving their personal aspirations.
 - Customer's accessing different accommodation where a customer's current housing circumstances no longer meets their needs.
 - A customer's fixed term tenancy is coming to an end and is not being renewed; and

- A customer who is occupying a tenancy with an affordable rent and this is leading to financial difficulties or presents a barrier to achieving employment or other aspirations.

The amount of advice and assistance will be tailored to the needs and circumstances of the customer, but may include:

- A tailored housing options assessment.
- Advice and support to help access either:
 - Private rented accommodation.
 - Intermediate housing tenures including shared ownership, Rent to Buy and intermediate rent.
 - Outright purchase via the Right to Buy or Right to Acquire.
 - Organisations that can assist with outright home ownership.

Ending a Tenancy

We shall:

- Terminate a tenancy by giving notice as prescribed in law. Customers will be informed of the decision at least six months before the stated end of the tenancy.

Any customer who is given notice that their tenancy is ending will be given appropriate housing options advice and assistance.

In the case of termination, if the tenant does not leave the property on or before expiry of the notice period, Freebridge will apply for a court order for possession.

Succession

The rights to succession are clarified in our [Allocations & Lettings Policy](#).

Our Appeals arrangements can be used to appeal a decision against a denied succession.

Appeals – Offering and Ending Fixed term tenancies

Freebridge will provide access to an appeals process for customers wishing to appeal the type and length of tenancy offered when they move into a property, as well as any later decision to terminate their fixed term tenancy/not offer a further fixed term. Information on the appeals process will be provided to customers at the beginning of their tenancy, at the beginning of the review process and at the point where action to terminate is initiated.

The association's Appeals arrangements will apply and should be referred to for further information, but the process will consider whether:

- The decision to end the fixed term tenancy is in accordance Freebridge's [Tenancy Policy](#).
- The correct procedure for ending the fixed term tenancy has been followed; and
- It is proportionate not to renew the fixed term tenancy considering any change in circumstance or needs of the customer.

The Appeals Process will either:

- Uphold the decision to end the fixed term tenancy; OR
- Decide to renew the tenancy based upon their findings.

Should an Appeals meeting be held, the manager hearing the appeal will record and communicate the reason for their decision to both the customer and the reviewing advisor.

Reviewing Tenancies

We understand that successful tenancies are supported by setting and reviewing clear expectations with customers. To support this, we will adopt the following review structure:

New Tenant Follow Up

Prior to the start of a tenancy, we will fully assess each application. As part of this process, and in determining the primary needs of the customer(s) concerned, we will decide which team will make follow up contact with the tenants after the first 4-6 weeks of a tenancy starting.

For customers with primarily financial or benefit needs, the Income Team will complete a 'new tenant follow up' by telephone within 4-6 weeks of the tenancy start date.

In situations where we have concerns about previous tenancies, and/or sustainability of the new tenancy, a 'new tenant visit' will be carried out by a Tenancy Advisor at the customer's home within 4-6 weeks of a tenancy starting. This appointment will be booked and confirmed with the customer on the day of the tenancy sign up.

For all other customers, a 'new tenant follow up' will be completed by the Lettings Team by telephone within 4-6 weeks of the tenancy start date.

Subsequent Contact

Following the new tenant contact, should concerns around any aspect of the tenancy arise, they will be reported to the relevant team by the advisor raising them, and the matter resolved in accordance with normal procedures.

Some times in the course of working with customers to address these concerns, it may be necessary to extend a Starter Tenancy where this applies. Separate guidance on this is available.

1st Year Anniversary

For customers on a Starter Tenancy:

2 months prior to the 1st anniversary of the Tenancy, a Lettings Advisor will carry out a review of:

- Customer's circumstances – household and financial
- Conduct of tenancy so far
- Any outstanding tenancy breaches

This will be done by the Lettings Advisors carrying out a desk top review of the Tenancy, in conjunction with the Income & Tenancy Teams.

Following the review, we will then issue a five-year Fixed Term Tenancy in most cases.

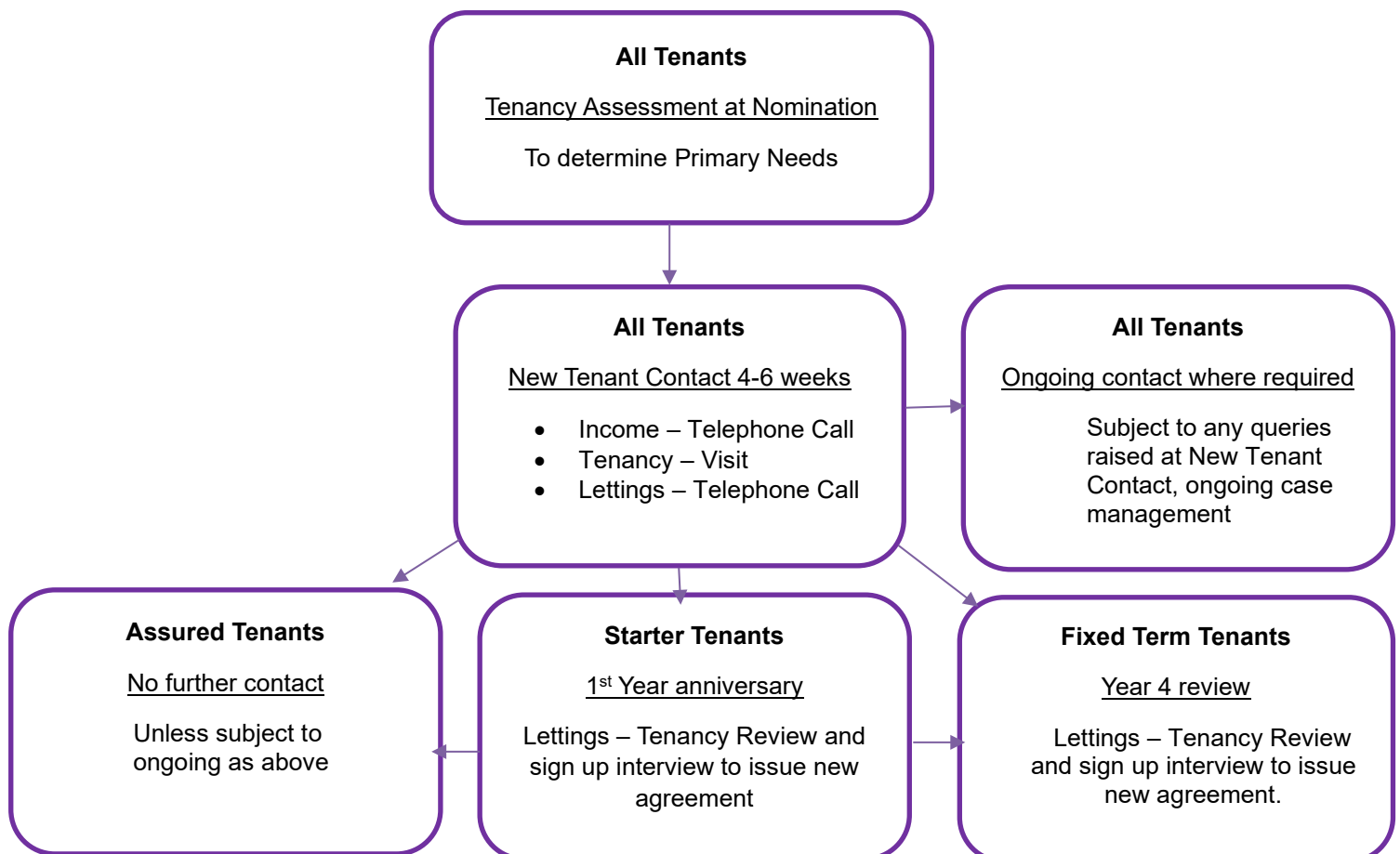
For customers on other forms of Tenancy:

No further contact unless ongoing case management following initial new tenant contact.

Final Review

For customers on a Fixed Term Tenancy:

11 months prior to the end of a Fixed Term Tenancy, a Lettings Advisor will complete a Tenancy Review; this will be a desk top review of the Tenancy, completed in conjunction with the Income & Tenancy Teams



Monitoring

Monitoring of the measurable outcomes from this policy will be achieved through regular performance reporting and will also be subject to a periodic review to ensure that it continues to reflect best practise as well as relevant legislation and regulatory requirements.