

Tenancy Policy

Stevenage Borough Council

2024 - 2026

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1. Purpose

- 1.1** This Tenancy Policy sets out the Council's approach to tenancy management including the types of tenancies that Stevenage Borough Council (SBC) offers and the circumstances under which they are granted. It also sets out how tenancies can be ended and how changes will be made to existing tenancies.
- 1.2** In April 2012, the Homes and Community Agency became the Regulator for Social Housing (RSH) and set a revised regulatory framework for Social Housing in England and Wales with a set of regulatory standards, one of which was the Tenancy Standard. The Tenancy Standard placed an expectation on all providers of social housing to publish a Tenancy Policy.
- 1.3** In April 2024, the RSH published a revision to the regulatory framework and a new set of consumer standards. The updated Tenancy Standard reinforces the requirement for all social housing providers to publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, how they go about tackling tenancy fraud, and to set out:
- a) The type of tenancies they will grant.
 - b) Where they grant tenancies for a fixed term, the length of those terms.
 - c) The circumstances in which they will grant tenancies of a particular type.
 - d) Any exceptional circumstances in which they will grant fixed term tenancies for a term of less than five years in general needs housing following any probationary period.
 - e) The circumstances in which they may or may not grant another tenancy on the expiry of the fixed term, in the same property or in a different property.
 - f) The way in which a tenant or prospective tenant may appeal against or complain about the length of fixed term tenancy offered and the type of tenancy offered, and against a decision not to grant another tenancy on the expiry of the fixed term.
 - g) Their policy on taking into account the needs of those households who are vulnerable by reason of age, disability or illness, and households with children, including through the provision of tenancies which provide a reasonable degree of stability.

h) The advice and assistance they will give to tenants on finding alternative accommodation in the event that they decide not to grant another tenancy.

i) Their policy on granting discretionary succession rights, taking account of the needs of vulnerable household members.

- 1.4 This policy updates the Council's Tenancy Policy (2017) in response to the Housing Regulations Act (2023) and the revised consumer standards that came into effect from 1st April 2024.

2. Scope

- 2.1 This policy applies to all tenants living in properties owned by the Council and all prospective tenants. Council employees within the Housing and Neighbourhoods and Property Services directorates are responsible for ensuring that the policy is implemented effectively.

3. Legal Framework

- 3.1 This policy sets out how the Council will comply with the requirements of the following:
- Social Housing (Regulations) Act 2023
 - The Housing Act 1985, 1988, 1996 as amended
 - The Landlord and Tenant Act 1985
 - The Housing & Planning Act 2016
 - The Localism Act 2011
 - The Guidance for Local Housing Authorities in England on the Allocation of Accommodation June 2012 (as amended)
 - The Right to Move 2015
 - Section 79 of the Domestic Abuse Act 2021 which came into force on 1 November 2021 places new obligations on social landlords to ensure that, where they are offering a new tenancy to existing lifetime social tenants as a result of domestic abuse, such tenancies are granted on a lifetime basis.

4. Equalities

- 4.1 Under the Equality Act (2010) the Council has a legal duty to fulfil the requirements of the Public Sector Equality Duty (PSED). Through this duty, the Council will carry out its functions in a way that:

- a) Removes discrimination, harassment, victimisation and any other conduct that is unlawful under the Equality Act (2010)
- b) Promotes equal opportunities between people who have a protected characteristic(s) and those who don't
- c) Encourages good relations between people who have a protected characteristic(s) and those who don't

4.2 Further information on the Council's fulfilment of the PSED is set out in the Equality, Diversity and Inclusion (EDI) Policy (2024 which is applicable to all employees of the Council, Councillors and contractors or suppliers who provide services on behalf of the Council.

5. Data Protection

5.1 The Council regards respect for the privacy of individuals and the lawful and careful treatment of personal information as very important to its successful operations and to maintaining confidence between the Council and those with whom it carries out business. The Council will ensure that it treats personal information lawfully and proportionately as set out in the General Data Protection Regulation (GDPR) and Data Protection Act (2018).

5.2 The Council's principal aim is to ensure that all personal data processing carried out by the Council, or on its behalf, complies with the seven data protection principles and other key legislative requirements. For further information on the Council's approach to handling information please see [the Data Protection Act web page](#) at www.stevenage.gov.uk

6. Policy

6.1 Properties owned by Stevenage Borough Council will be let to households deemed to be in housing need and who have been accepted onto the Council's Housing Register. Housing is allocated using criteria set out in the Council's Allocation Policy. A copy of our current Housing Allocation Policy can be found on the housing section of the Council's website: [Housing Allocation Scheme \(stevenage.gov.uk\)](#).

6.2 Types of Tenancy

Introductory tenancies

Unless a new tenant (or one party to a joint tenancy) already has a secure tenancy, or another social housing equivalent such as an assured tenancy, the Council will grant an introductory tenancy for an initial 12-month period.

In certain circumstances, such as where there has been a breach of the terms of the tenancy, an introductory tenancy may be extended for a further six-months for a maximum of 18-months. The reasons for extending an introductory tenancy must have been given and the tenant may request a review of the decision.

During the introductory period tenants have less security and fewer rights:

- Their home is at much higher risk of repossession if they do not keep to the terms of the tenancy agreement.
- They cannot buy their home.
- They cannot exchange homes with other tenants.

Secure tenancies

If an introductory tenancy is completed successfully, the introductory tenancy automatically converts to a secure tenancy, also known as a lifetime tenancy.

Existing secure tenants transferring from other Council properties will be granted a new secure tenancy. Existing assured tenants of housing associations who are transferring into Council properties will also be granted a secure tenancy.

Demoted tenancies

A secure tenancy may be ended by a court order for some types of anti-social behaviour and replaced with a demoted tenancy for a 12-month period. A demoted tenancy has less security and fewer rights. It is broadly like an introductory tenancy and is a useful alternative to a suspended possession order in some cases.

Licence agreements

There are a few exceptional situations that operate outside the normal framework of introductory, secure (and occasionally demoted) tenancies. Licence agreements have even less security and protection and normally apply to short term accommodation. The most common of these exceptions is where a licence agreement is granted by the Council for temporary decants or under its homelessness functions, which generally relate to temporary and emergency accommodation.

Use and occupation agreements

A use and occupation agreement is used where a person is occupying a property without a tenancy agreement being in place. The Council will normally apply this where a household member remains in a property on a use and occupation basis after a tenant has died and whilst succession rights are being considered or whilst the household finds alternative accommodation. Though the person occupying is not a tenant, they have liability for payment of mesne profits or use and occupation charges (equal to the rent of the former tenant) and so meet the occupation and liability tests of Universal Credit for the payment of housing costs.

Length of tenancy

The general rule is that a secure tenancy carries on indefinitely, unless a flexible (fixed term) tenancy has been granted. In legal terms, it is a weekly tenancy. It therefore continues running week-by-week (from first thing Monday to midnight Sunday), beginning with the date shown on the original signed tenancy agreement, until it is ended. A tenancy may be ended as follows:

- by the tenant – notice to quit;
- by the Council – notice to quit (where there is no security of tenure);
- by the Council – court order; or
- by agreement – surrender.

The Council's tenancy agreement explains these circumstances in more detail. However, it should be noted that the Council may normally only seek to end a tenancy if the conditions of the tenancy agreement have not been adhered to, or where a tenant has become deceased.

Joint tenancies

Where the proposed joint tenants are both eligible for housing as defined by legislation, the tenancies listed above could be granted on a joint tenancy basis in the following circumstances:

- Where the proposed joint tenants are married or civil partners.
- Where the proposed joint tenants live together and the relationship is an 'established' one i.e. evidence is produced showing they have lived together for at least 12 months prior to the joint tenancy application.
- There is a child of the relationship living permanently in the household.

Joint tenancies will also be awarded in cases where a sole tenant's eligibility for a property (whether through bidding under choice-based lettings or through mutual exchange) is created solely because of the addition to their household of their partner.

The Council will not grant a joint tenancy to a person who is entitled to succeed to that tenancy, for example mother and daughter as this could compromise its ability to make the best use of its housing stock in the future.

In the context of deciding whether to grant joint tenancies the Council is able to choose but it must act consistently in all cases.

Ending a joint tenancy

Joint tenancies may end for a variety of reasons which include:

- both joint tenants agree to relinquish or end the tenancy
- relationship breakdown
- the desire of one of the joint tenants is to live elsewhere
- the Council takes legal action for breach of tenancy and secures and takes possession of the property

Where the joint tenants both agree to end the tenancy, they must jointly inform the Council providing at least 28 days' notice (a 'notice to quit') or they may surrender their tenancy where that surrender is accepted by the Council.

Where one of the joint tenants provides 28 days written notice of ending the tenancy, this will end the joint secure tenancy, meaning neither joint tenant will have the legal right to continue to occupy the property. Tenants who are part of a joint tenancy should seek legal advice from an independent agency before taking action to end the tenancy or if the other party takes steps to end the tenancy.

If the Council receives written notice from one of the joint tenants to end the joint tenancy, it will consider whether it is appropriate to grant a new sole secure tenancy for the home to one of the joint tenants. For example, where a joint tenant has experienced domestic abuse or criminal behaviour perpetrated by the other joint tenant and has served notice on the joint tenancy, the Council may consider it appropriate to grant a sole secure tenancy to the tenant who has experienced domestic abuse or criminal behaviour (where it is safe and suitable to do so), so they can remain in their home. Tenants wishing to end a joint tenancy without the agreement of the other joint tenant should seek advice from the Council beforehand and may wish to seek independent legal advice. Requests for advice will be treated in confidence.

Where spouses or civil partners who hold a joint tenancy chose to separate, a court order may be applied for to end the joint tenancy and the court may instruct for the creation of a sole tenancy in one person's name. Where this occurs, the Council will comply with the order and grant a sole tenancy in one person's name.

Where one tenant reports that the other has left, the Council must seek evidence that the absent tenant has permanently left before taking action to end the joint tenancy. The Council will consider whether it is appropriate to create a sole tenancy in the remaining tenant's name.

Ending a sole tenancy

Sole tenants may end their tenancy at any point if they wish to. To end a tenancy, the tenant must write to the Council providing at least 28 days' notice (a 'notice to quit') or they may surrender, or end, their tenancy more quickly where that surrender is accepted by the Council.

If the tenant has breached the terms of their tenancy, the Council may end the tenancy by giving the tenant the appropriate statutory notice as long as one of the grounds specified in the Housing Act 1985 has been met. This means that the Council will write to the tenant to say that the tenancy is being ended and explain the reasons for this. If the tenancy is no longer a secure tenancy the Council may end it by issuing a notice to quit to the tenant. It may be necessary for the Council to go to court to gain a court order to end a tenancy and take possession of the property.

Length of tenancy

The general rule is that a secure tenancy carries on indefinitely, unless a flexible (fixed term) tenancy has been granted. In legal terms, it is a weekly tenancy. It therefore continues running week-by-week (from first thing Monday to midnight Sunday), beginning with the date shown on the original signed tenancy agreement, until it is ended. A tenancy may be ended as follows:

- by the tenant – notice to quit;
- by the Council – notice to quit (where there is no security of tenure);
- by the Council – court order; or
- by agreement – surrender.

The Council's tenancy agreement explains these circumstances in more detail. However, it should be noted that the Council may normally only seek to end a tenancy if the conditions of the tenancy agreement have not been adhered to, or where a tenant has become deceased.

6.3 Rent Setting

The Council charges social or affordable rent on all its tenancies. Rent levels are set according to the Council's Rent and Annual Service Charge Setting Policy.

Service charges are calculated as a separate weekly charge for the homes which benefit from these services.

6.4 Mutual Exchange

Tenants of the Council who are considering moving, can if eligible, exchange their home with another Council or housing association tenant.

The Council operates a mutual exchange scheme and the Council's Mutual Exchange Policy sets out the following:

- The circumstances under which applications for assignment are considered.
- The Council's commitment to ensure requests for assignment or mutual exchange are dealt with consistently, fairly and efficiently and in accordance with the legislation.

6.5 Succession rights

Succession rights are set out in the Council's tenancy agreement and the Council's Succession Policy. However, the general rule is that a tenant cannot pass their tenancy on to other people. When a tenant no longer needs their home, they must return vacant possession of the property to the Council who will re-let it in accordance with the Allocation Policy. The exceptions to this rule are:

- Where a tenant dies during their tenancy and they are a joint tenant, the tenancy continues for the surviving tenant. This is known as survivorship and no further succession rights exist.
- If a tenant dies during their tenancy, they are the only tenant, there has been no previous succession and:
 - specified members of the family are in occupation of their home as their main residence, as set out in legislation; and
 - they have lived with the tenant for a qualifying period of time; and
 - the tenant was neither a joint tenant originally nor somebody to whom a tenancy had been passed on to already.

Under these circumstances, the tenancy can pass to one of the specified family members, with no further succession rights.

It is important to note that it is the tenancy that is succeeded to and not the property. A successor may be required to move if the property is too large for their needs, adaptations have been completed that are not needed by the successor or their household or the property is otherwise unsuitable.

In certain circumstances, the Council may consider succession to a spouse or family member who does not have a legal right to succeed but where offering a new tenancy is appropriate to the circumstances. This is known as a discretionary succession. If approved, the discretionary successor will always be required to move if the property is too large for their needs, or is otherwise unsuitable.

As a result of changes to the law on succession in the Localism Act 2011, for all tenancies that commenced after 1st April 2012 the statutory right to succeed to a tenancy belongs only to the qualifying spouse, partner or civil partner of the tenant and does not extend to

family members. Tenancies that started before 1st April 2012 are not affected by these changes.

6.6 Tenancy sustainment

The Council is committed to supporting tenants to maintain their tenancy and offers a wide range of help to minimise tenancy failure and to assist people to live in their homes independently.

- Where a tenant has been identified as needing additional support, this will be provided by the Council's Housing Officers, Income Officers, Specialist Support Teams, Welfare and Debt Advice officers or by signposting to external agencies such as Citizens Advice or floating Support Services.
- Eviction is a last resort and will only be considered when all other interventions have been exhausted.

6.7 Tenancy fraud

The Council will act against any tenant found to be committing tenancy fraud, including those tenants found to be sub-letting their home without permission.

Commitment

The Council's approach to tenancy fraud is to comply with the Regulatory Framework, and to commit to tackling housing fraud. The Council will take action to prevent fraud and to ensure that its housing stock is only occupied by those with a legal right to be in residence. The Council's Tenancy Fraud Policy sets out how we will:

- Work in Partnership to tackle reports of tenancy fraud with other council departments and external agencies.
- Communicate where appropriate and publicise cases of tenancy fraud.
- identify opportunities to prevent tenancy fraud.
- take enforcement action to stop tenancy fraud and to ensure social housing is being used for its intended purpose.
- we will look at ways to continually improve our performance on tackling tenancy fraud.

Prevention

The Council recognises the importance of different departments and agencies working together and will continue to share information where legislation permits, to limit or prevent tenancy fraud.

7. Consultation

- 7.1** This policy has been consulted on with the relevant teams within the Housing and Neighbourhoods Directorate and the Portfolio Holder for Housing. As there is no change to the way in which services are delivered or the types of tenancies that we offer, wider consultation has not been undertaken.

8. Monitoring and Review

- 8.1** This policy will be reviewed by Head of Housing every 2 years or earlier if there is a change in legislation. Where more than 10% of the policy content is changed this will require sign-off from the Assistant Director and appropriate Portfolio Holder.
- 8.2** Any person who is dissatisfied with the way that the Council has implemented this policy or delivered services arising from this policy has the right to make a complaint. The Council's Complaints Policy and Procedure should be followed in this instance.

9. References and Resources

SBC Tenancy Strategy 2013 (under review)

SBC Tenancy Agreement (2020)

SBC Succession Policy (2024)

SBC Mutual Exchange Policy (2024)

SBC Tenancy Sustainment Policy (2024)

SBC Allocation Policy (2023)

SBC Reasonable Adjustments Policy (2024)

10. Abbreviations and Definitions

EDI	Equality, Diversity and Inclusion
GDPR	General Data Protection Regulation
PSED	Public Sector Equality Duty
SBC	Stevenage Borough Council

11. Appendices

Appendix A – Tenancy Policy Equality Impact Assessment 2024

12. Version History

Date	Outlined Amendments	Author
June 2024	Draft version 1	Karen Long
June 2024	Version 2 (KC changes)	Kerry Clifford
June 2024	Version 3 (KL changes)	Karen Long