



Tenancy Management Policy

16.06.2025

Next review due: September 2027

*This document is available in alternative format, for example easy read, on request.*

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## Introduction

- 1.1 This policy sets out Funding Affordable Homes Housing Association's (FAHHA) approach to the way other organisations manage FAHHA's properties where FAHHA is the landlord.
- 1.2 The purpose of this policy is to:
  - Ensure we are transparent to our Tenants and ensure they fully understand their rights and responsibilities, including FAHHA's role as landlord and the role of the managing agent carrying out the housing management role on behalf of FAHHA
  - Ensure tenancies are managed effectively and consistently
  - Work to ensure communities are sustainable and assist local authorities in carrying out their statutory housing functions
  - Take a proactive approach to ensure that no individual or group is unlawfully discriminated against or treated differently as a direct or indirect result of our approach to tenancy management
  - Comply with the Regulator of Social Housing's (RSH) Tenancy Standard.
- 1.3 This Policy applies to residents living in FAHHA's Social and Affordable Rented properties. There is a separate policy for FAHHA's Shared Ownership properties.

## Definitions

- **Affordable Rented Accommodation:** Affordable rent is rent that is set at up to 80% of market rent (including service charges) and therefore still classed as social housing.
- **Assignment of a Tenancy:** Assignment is a form of succession where a tenant can transfer their tenancy to another person. On assignment, the assignor's legal interest in a property is passed to the assignee who takes over that interest and becomes the tenant.
- **Discretionary Tenancy:** a tenancy granted in some circumstances where there is no statutory or contractual right to succession
- **Managing Agent:** The organisation managing properties on behalf of FAHHA as landlord. In this policy the role of FAHHA as the landlord will be carried out by the Managing Agent.
- **Probationary Tenancy:** An introductory tenancy or trial tenancy granted to a new tenant that allows the landlord to decide if they are a suitable tenant.
- **Social Rented Accommodation:** Where accommodation is not Affordable Rent housing, the maximum weekly rent for a tenant who is granted a tenancy of the accommodation for the first time is formula rent in accordance with the Regulator of Social Housing (RSH) Rent Standard. Formula rents are exclusive of any service charges.
- **Succession to a Tenancy:** Succession is a legal term used when a person takes over a tenancy when the tenant dies. A person who inherits a tenancy is known as the "successor".

## Policy Outline

### Tenancy Types

- 3.1 FAHHA currently operates two tenancies i.e. a Probationary Tenancy which is an Assured Shorthold Tenancy and an Assured Non-Shorthold Tenancy. These are used for both Affordable Rents and Social Rents accommodation with variations in relation to the service charge and rent increases.
- 3.2 FAHHA currently uses Probationary Tenancies for new occupants of social housing. For tenants transferring from other social housing or council properties where the tenant has held an Assured (Non-shorthold) Tenancy since the implementation of the Localism Act 2011 and has remained a social housing tenant since then, tenants will be offered an Assured Non-Shorthold Tenancy.
- 3.3 Where the Probationary Tenancy is an Assured Shorthold Tenancy it will run for the first 12 months of the tenancy. Provided that steps have not been taken to end the tenancy or extend the Probationary Tenancy by up to a further 6 months, a conversion notice will be sent to the tenant one month before the Probationary Tenancy ends informing them that the tenancy will convert to an Assured Non-Shorthold Tenancy on the first anniversary of the tenancy. FAHHA does not currently use any other types of fixed term tenancies.
- 3.4 Examples of circumstances where FAHHA may not grant another tenancy on the expiration date of a fixed term tenancy are where the tenants have not paid the rent and are in significant arrears and all pre-eviction protocols have been followed without success, or if they are engaging in antisocial behaviour. FAHHA will signpost the tenant to alternative housing providers and the local council where this is the case.
- 3.5 FAHHA's Tenants are not permitted to take in lodgers or sub-let any part of their property, i.e. giving someone else the legal right to live in the property under a tenancy or licence agreement and taking rent in return. This includes sub-letting the Tenant's designated parking space.
- 3.6 It is FAHHA's policy to only grant a joint tenancy to two people via a joint application when they are either married or in a civil partnership, or are in a relationship. Where a relationship break down occurs, either Tenant may terminate a joint tenancy by giving one month's notice in writing. This will end the tenancy and the legal right to occupy for both joint Tenants. Consideration will be made to assigning the tenancy to a sole Tenant, based on the sole Tenant being able to sustain the tenancy.

#### Assignments and Successions

- 3.7 Apart from in relation to joint tenancies as set out above, FAHHA will not allow the tenancy to be assigned on, except in the following circumstances:
  - By way of a Mutual Exchange with a tenant of a Registered Provider.
  - If ordered to do so by a court in matrimonial proceedings or in accordance with Schedule 1 of the Children Act 1989.
- 3.8 An assignment by way of Mutual Exchange may be refused on any of the following grounds:

- FAHHA intends to seek possession other than for rent arrears;
- There is a current notice to seek possession in force;
- There is a current possession order in force;
- FAHHA is aware that any premium has or is being paid to induce assignment;
- The premises are the subject of a service tenancy (for example, caretaker premises);
- The accommodation is too large for incoming tenant;
- The accommodation is too small for incoming tenant;
- There is no eligible incoming person for disabled accommodation when the property being exchanged is disabled accommodation;
- Either party is a licensee and not a tenant.

3.9 In the event of a Tenant's death, another member of the household may be able to succeed to the tenancy, provided that the existing Tenant did not previously hold the tenancy jointly with one or more other people, and the tenancy passed into their name after one of those other people died (this is called survivorship). Who, if anyone, is entitled to succeed will depend on the terms of the tenancy agreement and when it was granted. All claims to succeed to a tenancy should be made in writing within one month of death unless there are special circumstances and each case will be considered and reviewed separately.

3.10 A child under the age of 18 may succeed to a tenancy where they meet the relevant criteria. However, the tenancy will need to be held on trust by a guarantor until the child reaches 18 years of age. The guarantor can be a private individual, Local Authority or Social Services Department. FAHHA will grant an 'Agreement for Tenancy' and the full transfer of tenancy will be completed shortly after the minor's 18th birthday.

3.11 If the tenancy agreement is in joint names and one of the joint Tenants dies, the tenancy will continue with the surviving joint Tenant as a sole Tenant. This is called the "right of survivorship" and happens automatically on the date of death even if the surviving joint Tenant is no longer in occupation of the property.

3.12 Normally, FAHHA will only accept one succession per household except in circumstances where it is required by a court order or occurs through a mutual exchange. In exceptional circumstances however, FAHHA may allow further successions, for example where there is a vulnerable household member, but this will be at FAHHA's sole discretion.

3.13 Where there is no statutory or contractual right to succession or assignment of a tenancy, but remaining household family members wish to be granted a tenancy, FAHHA may consider the award of a Discretionary Tenancy under certain circumstances. For example but not limited to:

- Where domestic abuse is a factor in a case where a perpetrating tenant has ended the tenancy and/or vacated the property with no intention to return, and there are no assignment rights for the victim and any remaining household members.
- Where a vulnerable minor remains in the property following the death of the tenant, and there is no right to succession (subject to the conditions described in 3.9).
- Where a case poses a risk (i.e., legal, regulatory or reputational) to the organisation, or other relevant sensitivities, vulnerabilities and grounds that should be reasonably considered.
- In the case of a Discretionary Tenancy, a family member is defined as: Spouse; Civil partner; Unmarried partner; Sibling; Parent; Grandparent; Child and adopted child; Grandchild; Uncle or aunt; Niece or nephew; Step relation; Half relation.

3.14 In some cases, FAHHA may consider granting a Discretionary Tenancy to a carer if they meet the following criteria:

- They are in receipt of Carer's Allowance for the tenant they are looking after;
- They are the main carer and are a permanent resident in the household;
- The tenant they are looking after is in receipt of higher rate Disability Living Allowance or Personal Independence Payments.

3.15 If both the case circumstances and the relationship to the tenant are assessed as eligible under these definitions, FAHHA will require the following conditions to be satisfied in order to further consider a Discretionary Tenancy:

- The applicant must have a legal right to hold a tenancy and have recourse to public funds;
- The applicant (and any other household members) must have lived with the tenant for the previous 12 months, as a minimum;
- The applicant must not have a legal interest in another property which could be available for their occupation;
- The tenancy must have been conducted satisfactorily, and there is no risk of harmful impact on the home, neighbourhood, or community by awarding the applicant a discretionary tenancy;
- The applicant does not have the financial capacity to rent or purchase another property (i.e. private sector rent or homeownership).

#### Property Suitability

3.16 Where a succession is completed but the property is not deemed suitable for the successor, a transfer to another property may be offered. Examples of circumstances where the property may not be deemed suitable include where it will be under occupied or is adapted and occupants of the property do not require the adaptations. If the transfer is not agreed, FAHHA reserves the right to serve notice on Ground 9 of the Housing Act 1988 to require a move to suitable alternative accommodation.

#### Abandoned Properties

3.17 FAHHA recognises that Tenants may not be at their home for a period of time for a variety of reasons. FAHHA's tenancy agreement states that Tenants must notify us in writing if they intend to be away from home for 28 days or more. Where it is believed that a Tenant has abandoned a property, the appropriate enforcement action will be taken in line with legislative requirements to regain possession of the property.

#### Repairs

3.18 Tenants must report any repairs required in a timely manner. Until it has been possible to attend and make good, whether chargeable to the Tenant or not, the

Tenant is responsible for maintaining safety and any incidents or damage that result from the required repair. Repairs will be chargeable to the Tenant if the repair was needed as a result of damage by the Tenant. There may be exceptions to this rule, e.g. domestic violence which FAHHA will consider on a case by case basis.

### Home Improvements

- 3.19 FAHHA recognises that Tenants may wish to improve their home to meet their own preferences or needs. Any Tenants on a Probationary Tenancy are not permitted to undertake any improvements or alterations until the tenancy becomes a lifetime tenancy. Assured Shorthold Tenants also have no right to make improvements. FAHHA will not unreasonably refuse permission for an Assured Non-Shorthold Tenant to carry out alterations or improvement works provided the work is undertaken in accordance with the terms and conditions set out in the tenancy agreement and subject to approval from FAHHA. Tenants may be required to return the property to its original state upon the end of the tenancy.
- 3.20 Tenants retain responsibility for any safety or legal compliance requirements arising out of alterations or improvements.

### Properties with White Goods

- 3.21 Where FAHHA has properties provided with 'white goods' such as cookers and hobs, fridges and freezers, these may be 'gifted' to the Tenant at the commencement of the tenancy. When gifting of white goods take place, FAHHA will ensure that the goods are compliant with legal requirements at the point of letting the property but will have no further responsibility thereafter for the testing, repair and replacement of the goods.

### **Tenancy fraud**

- 4.1 Tenancy fraud occurs when a property is occupied by someone not legally entitled to live there or where the tenancy has been obtained fraudulently. FAHHA must ensure our homes are occupied by people with genuine housing need. With the shortage of social housing it is important we manage the risk of tenancy fraud effectively.
- 4.2 FAHHA treats tenancy fraud seriously and has a zero tolerance approach. FAHHA is committed to ensuring our homes are occupied by the people they were lawfully let to and protected for use by people with genuine housing need.
- 4.3 FAHHA will request the assistance of the local authority and/or the police to bring criminal charges against those who commit tenancy fraud and any related frauds.
- 4.4 Tenancy fraud includes (but may not be limited to):
- Sub-letting the whole of a property (whether for profit or not);
  - Not residing in the property as your only or principal home;
  - Misrepresentation by a resident (or a person on their behalf even if the resident; does not know) which results in the offer/assignment and acceptance of a property;

- Selling the keys to a property;
- False applications to succeed to a tenancy following the death of the resident;
- False applications to acquire or buy the property or to become a shared owner;
- Application for a person to become a joint tenant that contains false information;
- Making an application for Right to Acquire or Right to Buy with false and/or misleading information.

4.5 If FAHHA has evidence of tenancy fraud, the most appropriate action considering the type and extent of fraud will be taken, including:

- Conducting an investigation, including visiting unannounced;
- Evicting a Tenant by seeking possession of their home through the courts, unless the Tenant has abandoned the property in which case FAHHA might just take back possession without going to court;
- Recovering any profits the Tenant have made from sub-letting the home;
- Supporting the relevant local authority to prosecute those who sub-let our homes; or misrepresented facts to obtain a tenancy.

4.6 The Prevention of Social Housing Fraud Act 2013 makes sub-letting a social housing property illegal. If a Tenant is sub-letting they may be prosecuted. If convicted they may be:

- Required to repay any profits made from the fraud;
- Fined an unlimited amount;
- Sentenced to up to two years in prison.

## **Monitoring**

5.1 FAHHA will carry out quarterly monitoring meetings with the relevant Managing Agent, at which point the reporting information relating to tenancy management as set out within the relevant management agreement and any other areas of concern will be discussed to ensure compliance with this policy.

5.2 This policy will be reviewed every 3 years unless there are any legislative changes that will require earlier amendments to this policy e.g. Renters Reform Bill 2022.

## **6. Legal Context**

- Regulator of Social Housing - Tenancy Standard
- Occupiers' Liability Act 1957
- Defective Premises Act 1972
- Landlord and Tenant Act 1985
- Housing Acts 1985, 1988 and 1996
- Housing and Regeneration Act 2008
- Equality Act 2010
- Localism Act 2011
- Welfare Reform Act 2012
- Homes (Fitness for Human Habitation) Act 2018
- Renters Reform Bill 2022

## 7. Related Policies

- Data Protection
- Equality and Diversity
- Rent Setting
- Lettings Policy
- Complaints Policy

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01.05.2024	05.03.25
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