

Taunton Deane Borough Council

Tenant Services Management Board - 16 September 2013

Taunton Deane Borough Council Housing Services Tenancy Policy: Discussion on draft proposal

Report of Stephen Boland- Housing Services Lead (This matter is the responsibility of Executive Councillor Jean Adkins)

1.0 Executive Summary

Taunton Deane Borough Council (TDBC) Housing Services is to undertake a review its current tenancy policy.

Tenant Services Management Board members are requested to consider and comment on the draft tenancy policy proposal.

2.0 Introduction and background information

In November 2010, the Government published *Local decisions: a fairer future for social housing*, setting out plans for radical reform of the social housing system.

In addition to other matters, the paper made clear the Government's intention to change the legislation governing the types of tenancies granted to social housing tenants.

These changes are intended to provide greater freedoms and flexibilities for local authorities and social landlords to meet local needs and local priorities; make better use of resources; promote fairness; and ensure that support is focused on those who need it for as long as they need it.

3.0 TDBC Housing Services – Tenancy Policy

TDBC Housing Services agreed to review its existing tenancy policy. Attached (Appendix 1) is a draft tenancy policy proposal for consideration and comment at this evenings meeting.

4.0 Recommendation

TSMB are requested to:

- Consider and comment on the draft tenancy policy proposal.

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APPENDIX 1

Taunton Deane Borough Council
Housing Services
Draft: Version 001– August 2013

Tenancy Policy

1.0 Introduction

It is good practice for all registered providers of social housing to have in place a tenancy policy that sets out the type of tenancies that they grant, the circumstances that each will be granted etc. This policy sets these out for Taunton Deane Borough Council (TDBC) as a landlord of social housing.

This policy has been written with reference to the: Countywide Tenancy Strategy for Somerset – June 2012; Homes and Communities Agency regulatory framework for social housing providers in England – April 2012; Taunton Deane Borough Council Health and Well Being Policy; Localism Act 2011; and several, relevant, Housing Acts.

2.0 Policy

Purpose:

This policy aims to:

- Ensure all tenancies are granted fairly;
- Ensure TDBC's approach to granting tenancies is transparent;
- Help and ensure accommodation is focused on those who need it most when they need it most;
- Contribute towards maintaining healthy and sustainable communities;
- Ensure existing tenancies of secure tenants are protected and respected; and
- Recognise that security of tenure is the best option for some groups, particularly for older people and those with long term illness or disability.

3.0 Types of tenancy

We will grant a range of tenancies; and all current tenants will remain on their existing tenancy types:

3.1 Introductory Tenancy

Introductory tenancies will be granted to all tenants new to Taunton Deane Borough Council. The purpose of an introductory tenancy is to allow Taunton Deane Borough Council to be satisfied that the tenant or tenants are suitable to have either a secure tenancy or a flexible tenancy.

Introductory tenancies will not be granted for:

- TDBC tenants who are transferring to another dwelling house within our stock, unless they are already introductory tenants, in which case they will be granted a new introductory tenancy;
- Tenants of another registered provider or local authority who transfer to a TDBC dwelling house, unless they are already introductory tenants, in which case they will be granted a new introductory tenancy; and
- Tenants who are granted temporary accommodation. Such tenants will be granted a non secure tenancy.

Introductory tenancies will usually last for twelve months from the tenancy start date and if a tenant's conduct raises concerns then the introductory tenancy period can be extended for a further six months, giving an introductory period of eighteen months in total.

Before the start of an introductory tenancy, tenants will be told which kind of tenancy (secure or flexible) they will be granted upon succession completion of their introductory tenancy period.

Following the successful completion of the introductory tenancy period an introductory tenancy will automatically become either a secure tenancy or a flexible tenancy.

3.2 Flexible Tenancy

New 'general needs' housing tenants will be granted a flexible tenancy upon the successful completion of their introductory tenancy period.

3.2.1 Flexible tenancies will not be granted:

- Where, in consultation with TDBC Housing Options, it is determined that due to household circumstances, a tenant offered 'general needs' housing be granted a secure tenancy. Such circumstances will include:
 1. Learning disability;
 2. Chronic physical disability;
 3. Severe sight impairment; and

4. Severe and enduring mental health problems.

Note: Further work in defining the above household circumstance criteria will be undertaken by housing officers.

- To tenants who are resident at one of TDBC's designated supported housing schemes.

3.2.2 Flexible tenancies will be granted for a fixed term of five years, in addition to any probationary tenancy period.

3.2.3 Exceptionally, a flexible tenancy may be granted for a minimum fixed term of less than five years but no less than two years, in addition to any probationary tenancy period.

Such exceptions will be:

- Where a tenant's conduct raises concerns during their introductory or flexible tenancy period. For example: serious and persistent rent arrears or incidents of neighbour nuisance/anti social behaviour.

3.2.4 Flexible Tenancy Review

There will be a comprehensive appraisal of the tenant's circumstances and options well before the end of a fixed term tenancy.

We will begin the review period of all flexible tenancies at least 12 months prior to the end of the fixed term.

We will normally renew a flexible tenancy unless there are specific reasons not to, such as:

- The accommodation afforded by the dwelling-house is substantially more extensive than is reasonably required by the tenants and his/her family;
- The accommodation is designed for tenants with special needs or who are physically disabled and the tenant and his/her family would no longer require these features
- The level of income of the household. For example: Where a tenant's gross household income exceeds £60,000 per annum.

Note: The present Government are continuing to develop their proposals in relation to high income social tenants. The Government are keen to ensure that best use is made of social housing, and that those tenants with high incomes, who can afford to pay a fairer level of rent, do so.

- Serious and or persistent breaches of tenancy agreement conditions. For example: Damage to the dwelling-house; neighbour nuisance/anti social behaviour; rent arrears;
- Where we intend to demolish, redevelop or dispose of the property within the next five years; and
- Failure of the tenant to co-operate in the review process;

3.2.5 Granting another Flexible Tenancy or the expiry of a Flexible Tenancy

We shall provide 6 months notice in writing to the tenant stating either that we propose to grant another tenancy on the expiry of the existing fixed term or that we propose to end the tenancy. In addition we shall provide the reason/s for ending the tenancy as well as informing the tenant about their right to request an appeal.

We shall give the tenant two months' notice in writing stating that we require possession of the dwelling-house.

Note: The tenant may request a review of the decision to seek an order for possession of a dwelling-house let under a flexible tenancy and must do so before the end of the period of twenty-one days.

We shall provide Taunton Deane Borough Council Housing Options team advance warning of the expiry of the tenancy where we do not wish to grant a new tenancy at the end of the fixed term.

We shall offer advice and assistance to tenants on finding alternative accommodation in the event that we decide not to grant another tenancy.

We shall consider relevant options e.g. issuing a replacement tenancy, home ownership, property sale to the tenant, supported housing, housing in the private rented sector etc. in the event that we decide not to grant another tenancy.

3.3 Secure Tenancy

Secure tenancies will be granted to:

- TDBC secure tenants who are transferring to another dwelling house;
- Tenants of another registered provider who are either secure or assured tenants and transferring to a TDBC dwelling house;

- TDBC introductory tenants who are resident at one of TDBC's designated supported housing schemes; and
- Where, in consultation with TDBC Housing Options, it is determined that due to household circumstances, a tenant offered 'general needs' housing be granted a secure tenancy. Such circumstances will include:
 - Learning disability;
 - Chronic physical disability;
 - Severe sight impairment; and
 - Severe and enduring mental health problems.

3.4 Demoted Tenancy

Note: A demoted tenancy is in effect a one year probationary tenancy. Social landlords can apply to the court to demote a, for example a secure tenancy, as a penalty against tenants who have been involved in anti-social behaviour. The court has no power to demote a tenancy other than for anti-social behaviour.

Where appropriate, TDBC Housing Services may take legal action to obtain demotion orders against secure or flexible tenancies as part of an approach to tackling serious and persistent neighbour nuisance and or anti social behaviour.

Where a secure tenancy is demoted and the demotion period is completed successfully, the demoted tenancy will automatically become a secure tenancy.

Where a flexible tenancy is demoted and the demotion period is completed successfully, the tenant will be granted a new flexible tenancy. This will involve a tenant being served with a notice prior to the end of the demotion period, informing them that their new tenancy is to be a new flexible tenancy, specifying the length of the flexible term as well as other flexible tenancy terms.

3.5 Non Secure Tenancy

Tenants residing in a dwelling house that is designated as temporary accommodation will be granted a Non-secure Tenancy. Temporary accommodation is granted in the discharge of a homelessness duty or function under Part VII of the Housing Act 1996 (as amended).

4.0 **Mutual Exchange**

Under the Housing Act 1985 S92 a secure or assured tenant has the right to exchange their tenancy with another secure or assured tenant, subject to the written consent of his/her landlord.

Under the Localism Act 2011 if at least one of the tenants, party to the mutual exchange, has a secure tenancy begun before April 2012 and at least one of the tenants, party to the mutual exchange, has a flexible tenancy, then such exchanges must be administered by surrender and the granting of new tenancies. In such circumstances, a tenant who holds a secure tenancy, predated April 2012 and has remained social housing tenants since that date, will be granted a secure tenancy. This will ensure that existing tenants retain similar security of tenure to that of their original tenancy. Any flexible tenancy tenants have a new flexible tenancy.

5.0 Redevelopment or other major works

Tenants who have been moved into alternative accommodation during any redevelopment or other major works will be granted a tenancy with no less security of tenure on their return to settled accommodation.

6.0 Right of Appeal

Tenants may appeal against or complain about the reasons given and decision to extend an introductory tenancy period from twelve months to eighteen months.

Tenants or prospective tenants 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.

6.1 Outline of tenant appeal process

- Tenant receives notice advising review decision;
- The appeal should be submitted within twenty-one days of the date of the notice, unless there are exceptional circumstances which have caused the delay;
- Tenant submits written appeal or attends an oral hearing, giving reasons why s/he thinks the decision unfair;
- The Housing Manger – Estates and the Housing Options Manager review the decision and make written recommendations to the Housing Services Lead;
- The Housing Services Lead will then make the final decision, in consultation with the Housing Executive Member; and
- Tenant will be notified in writing of the decision and reasons for the decision on the appeal.

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