

Tenancy Policy

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1. Purpose

- 1.1 Twenty11 was established as a provider of homes in the Wycombe District in 2018. It is part of the Red Kite Group and provides homes for a wide range of people. This policy is focused on the type of tenancies we offer to our tenants and our approach to managing our homes. It includes details on the types and length of tenancies, the process for reviewing them, our approach to tenancy fraud, and the support, opportunities and guidance we offer to our customers including at the pre-tenancy stage.
- 1.2 Our approach to tenancy management sits within the context of our commitment to invest in our customers to enhance their life chances and to help our neighbourhoods to flourish, as we aspire to achieve a more prosperous economy combined with a more equitable society. We aim to balance the needs of the community and the individual prospects of our customers, so that we can realise the potential of our communities.
- 1.3 This approach includes being fair and transparent in the way in which we reward those who contribute to their communities and take up the opportunities that we offer, and the more robust way in which we respond to those who have a negative impact on the community such as through anti-social behaviour.
- 1.4 This policy applies to customers who are applying for or living in one of our discounted rent homes, not those who are renting our market rent properties.

2. Definitions

- 2.1 An **Assured Shorthold Tenancy** (AST) is the tenancy type offered by Twenty11. The two types of ASTs that we use are:
 - A **periodic tenancy**, which rolls on from week to week or month to month (depending on the time period for the rent). A periodic tenancy can be created by specific agreement (such as our starter tenancies) or may be inferred where rent is paid to a particular time period. Such a tenancy will also be automatically created if, for example, a fixed term period has expired and the same tenant(s) remains in the property.
 - A **fixed term tenancy**, which is a type of AST that has the duration defined from the beginning. Fixed term tenancies can be for any length of term as agreed between the landlord and the tenant. Twenty11 fixed term tenancies will have durations between 12 months and five years.
- 2.2 A **starter tenancy** or **starter period** refers to the first twelve months of the tenant's initial tenancy with us. They will have a periodic tenancy for this period which we will monitor and review within the first year. It is a critical period when we will be assessing the tenant's conduct and making decisions about future housing options.
- 2.3 A **Section 21 Notice** refers to the landlord serving a Notice Requiring Possession under Section 21 of the Housing Act 1988 to regain possession of a property at the end of the AST contractual period. It gives the landlord an automatic right of possession without having to give any grounds (reasons) once the fixed term has expired. The landlord is also able to issue the tenant with a Section 21 notice without giving any reason if the tenancy is within the "periodic" phase. The landlord has to give a minimum of two months' notice.

- 2.4 A **Section 8 Notice** refers to the landlord serving a Notice Seeking Possession on a tenant to regain possession of a property if certain grounds have been met, as listed in Schedule 2 to the Housing Act 1988. It can be used before the term of a fixed term tenancy has expired.
- 2.5 The '**Realising Potential Approach**' is based on the concept of 'life coaching' and will help people to identify and achieve their personal or employment goals and provide them with opportunities to enhance their life chances. Our Community Potential Specialist will implement this approach with qualifying customers.
- 2.6 The '**Tenancy Sustainment Licence**' is a points based approach whereby we will incentivise good behaviour and also deter poor behaviour. If a tenant's behaviour does not meet defined standards, they may collect negative points. There will also be the opportunity to gain positive ones for good behaviour which could offer opportunities that would otherwise not be available. For further details please see Appendix 1.
- 2.7 '**Red line**' behaviour is when the tenant's behaviour is so unacceptable that the tenancy will not be renewed and/or possession action will be taken, irrespective of any positive Tenancy Sustainment Licence points.
- 2.8 The '**End of Tenancy Review**' is the process that takes place prior to the AST coming to an end, to decide if the tenancy will be renewed and, if not, what the alternative options are.
- 2.9 The '**Right to Rent**' refers to the legal obligation that came into effect from 1 February 2016, whereby all private landlords in England have to check that their tenants have the right to be in the UK.
- 2.10 Describing someone as '**ordinarily resident**' in one of our homes means that the person it refers to should be listed on the Tenancy Agreement and normally live in the home every day.
- 2.11 A '**priority move**' request is when Twenty11 considers a tenant's request to move to another Twenty11 home due to exceptional emergency circumstances, such as if there is a serious risk of physical harm to the tenant in their current home.

3. Responsibilities and monitoring

- 3.1 The Head of Community is responsible for ensuring that this policy is kept up to date and consistent with other Twenty11 policies.
- 3.2 Member of the HALP (Housing, Adaptations and Lettings Panel) have a responsibility for considering matters such as priority moves, as set out in their Terms of Reference.
- 3.3 This Tenancy Policy was reviewed following the first six months following implementation (the pilot period) and will be reviewed every three years, or following a change in legislation, case law, regulatory requirements or because of a result of learning or good practice.
- 3.4 We will keep records of the impact of this policy, including the length and nature of tenancies offered, outcomes of reviews, and reasons for any non-renewals. These will be reported regularly to senior managers to ensure consistency and

fairness in our approach.

4. Legal & Regulatory Framework

- 4.1 Twenty11 is a wholly owned subsidiary company of the Red Kite Group.
- 4.2 A tenancy agreement is a legal contract between a landlord and their tenant, specifying the terms of the individual tenancy, such as its length, the amount of rent that will be charged and the obligations of each party.
- 4.3 All tenancies will be managed in accordance with the provisions of relevant legislation, this includes but is not limited to the Housing Act 1988, the Landlord and Tenant Acts, Data Protection legislation and related guidance.
- 4.4 We will take into account our obligations under the Equality Act 2010 and the possibility that we may need to make reasonable adjustments to this policy for tenants who have a disability, for example if their disability impacts on their ability to meet the Tenancy Sustainment Licence approach.
- 4.5 Twenty11 is registered as a Community Benefit Society regulated by the Financial Conduct Authority under the Co-operatives and Community Benefit Societies Act 2014. As Twenty11 is not regulated by the Homes and Communities Agency, our tenancy agreements are not subject to the Regulatory Framework for social housing.

5. Policy Statement

Twenty11 aims to have an approach to tenancies that:

- a) Makes the best use of Twenty11 homes
- b) Supports tenancy sustainment through effective relationships with our customers
- c) Promotes tenancy progression and reinforces good behaviour
- d) Offers opportunities to help tenants to realise their personal potential and become more financially independent
- e) Supports tenants through milestones in their lives, such as being able to move to a more appropriate home if needed
- f) Encourages tenants to contribute to their communities
- g) Allows us to adopt a flexible approach to setting rents as outlined in our Rent Setting Policy.
- h) Assists with preventing and tackling tenancy fraud
- i) Deters poor tenancy behaviour and enables unacceptable conduct to be dealt with promptly

6. Policy Details

6.1 Pre-tenancy stage:

- a) The pre-tenancy period is a critical opportunity to help a potential tenant to get 'tenancy ready' by providing information to them about our unique landlord offer as well as checking their eligibility for our homes. Pre-tenancy

work also enables us to decide on the most appropriate housing option to offer the future tenant, including their rent offer and the support they may need to help them realise their potential.

- b) As part of this process, we will endeavour to confirm whether the tenant is registered on Bucks Home Choice, their employment status and their household's financial circumstances as well as checking information relating to the household's 'right to rent' so we can ensure eligibility for our homes.
- c) Where there are concerns about their ability to sustain a tenancy, we will consider the appropriate intervention with the customer's consent e.g. signposting to a specialist agency. Where someone is unlikely to be able to maintain their tenancy or there is a history of poor behaviour, we may not consider them as a future tenant, unless we are satisfied that a suitable support plan is in place to mitigate the risk. Our Allocations Policy includes criteria on exclusion.
- d) Our pre-tenancy work will help customers to understand their rights and responsibilities as a tenant and what they can expect from us as their landlord. The pre-tenancy period will thus give us an opportunity to clearly communicate how Twenty11 works and the expectations placed on them to participate, so the new tenant is very clear what they will be signing up to should they choose to become one of our customers.
- e) While most of the pre-tenancy work will be a digital process, there will be recognition that not all our prospective tenants may be able to engage with us in this way. Identifying their digital capability and how we can assist or facilitate any transition will also therefore be an important part of this stage.

6.2 Offer stage:

- a) Before the offer of a home is made, we will ensure that our registration and verification process has been fully completed. At this stage we will also calculate the personalised rent as detailed in our Rent Setting Policy.
- b) The 'sign up' process will include clear information on:
 - The tenancy agreement, its length and other terms
 - The 'Tenancy Sustainment Licence' and our expectation of behaviours
 - The rent level and the requirement to provide us with accurate information
 - The Twenty11 'offer' including the Realising Potential approach
 - Review and renewal of tenancies
 - A check of the applicant's understanding of the responsibilities and benefits of being one of our tenants.

6.3 Who lives in our homes:

- a) Our Tenancy Agreement clearly states that the tenant has a responsibility to take possession of their home at the start date of their tenancy and to occupy the home as their only and principal home.

- b) All occupiers of our homes (not just the main tenant) should use the property as their permanent address and be ordinarily resident there. They should be listed on the Tenancy Agreement and normally live in the home every day. We must be informed promptly if one of the listed occupiers is regularly absent for three or more days a week and/or thirteen or more days a month and why this is the case. The reasons for this could be varied - for example someone may work away, be studying elsewhere, occasionally stay with a partner, or there may be a shared residence order for a child. We will assess the circumstances and whether these may have any impact on the tenancy. If we are not advised of these type of regular absences, we will regard this as a breach of tenancy.
- c) In addition, we must be informed should there be additional occupiers. Should we identify that someone - such as a partner, friend, lodger, or relative - is regularly living in the property without our knowledge or permission and for more than three days a week and/or thirteen days a month, then we will regard this as a breach of the tenancy agreement and may take immediate steps to recovery the home.

6.4 Type of tenancies including tenancy length:

- a) Our homes will be let for an initial period of 12 months; this will be referred to as a starter period. The tenancy will be reviewed during the starter period and a further AST may be granted for a fixed term based on several factors detailed below in section 6.5. The period of any further AST will therefore depend on the tenant's conduct and circumstances.
- b) We may also keep someone on a periodic tenancy for a further few months once the first twelve months have been completed if we have some limited concerns during the starter period and where terminating the tenancy seems too premature. This could be the case where, for example, some negative Tenancy Sustainment Licence points were given during the early months, but behaviour has significantly improved near the end of the starter period. This option will give customers longer to evidence their ability to manage their tenancy consistently, whilst giving us the ability to end the agreement quickly if improved behaviour is not sustained. This would not be a long-term arrangement and, for most of our customers, we will make a decision on their future housing options during the first twelve months.

6.5 Renewal of tenancies:

- a) An end of tenancy review will be conducted prior to a tenancy ending, to ensure a fair assessment takes place with all relevant facts considered. Such reviews will begin at least three months prior to the end of the tenancy term, and normally be concluded no later than one month prior to the end of that term, in order to provide the tenant with notice of what will happen next. Our tenant is expected to co-operate fully with this review and timescale.
- b) The Tenancy Sustainment Licence will be a significant factor in assessing whether to renew a tenancy. The Licence has sections reflecting both positive and negative behaviour to give a balanced view of a tenant. Further details on the Licence are in Appendix 1.
- c) When we consider a tenancy renewal, we will take into account the tenant's

behaviour conduct of their tenancy over the whole period of their tenancy, not just their conduct or points at a moment in time.

- d) We will also take into account, where applicable, the tenant's engagement and progress with our Realising Potential Approach.
- e) We may consider automatic or 'light touch' renewals for someone who has positive points, pays their rent on time and engages with us.
- f) We will ensure that any enforcement action as well as negative and/or positive points are based on facts and demonstrable evidence.
- g) The above will influence both whether we offer another tenancy, and also the length of any new tenancy.

6.6 Length of future tenancy:

- a) When renewing a tenancy, we will take into account the tenant's behaviour before deciding on the length of the next tenancy. Fixed term tenancy lengths will range from 12 months to five years.
- b) Poor behaviour that has been addressed or is low level will result in a further tenancy but for a shorter period being offered, whereas consistent positive behaviour will lead to an increased length of tenancy offered at the relevant rent level.
- c) Where there has been consistent poor behaviour, serious 'red line' behaviour and/or significant negative points collection, we will not offer a further tenancy and may take immediate steps to end the tenancy. See section 6.8 below.

6.7 Financial assessment:

- a) We will re-assess a tenant's financial circumstances and pattern of rent payments at the end of each tenancy period, and decide on the level of discount (if any) for the next AST period. Further details are in the Rent Setting Policy. We may also re-assess more frequently if circumstances change, such as changes to household members.
- b) Where accurate financial information is not provided by the tenant in a timely manner, the tenancy may not be renewed or the rent may move to the market rent.
- c) It is therefore in the customer's interests to meet the agreed behaviours and their rent payment obligations to secure a fixed rent level for a longer period of time, rather than have it reviewed again in just one or two years.

6.8 Offer of tenancy in a different home:

- a) In certain circumstances, we may not renew a tenancy in the current home but may offer a tenancy at an alternative property. These circumstances may include but not be limited to:
 - When it has been established that the home needs extensive works, and a short term decant is not a practical or value for money alternative

- When the current property would better suit another applicant e.g. it has adaptations or other special features
- Where it is identified that the home is no longer suitable for the tenant and/or a member of their household. An example of this may include under-occupation or over-crowding (with reference to the bedroom size criteria as set out in our Allocations Policy)
- Where affordability has become an issue or there is a change in household composition
- When the home or area has development potential.

6.9 'Red line' criteria:

- a) In certain circumstances, we may decide not to renew a tenancy and/or will decide to take possession action due to unacceptable 'red line' behaviour. Some examples of this type of tenant behaviour are below, however, this list is not exhaustive:
- b) The tenant owes rent or other charges or debts to us and is not keeping to an agreed payment plan
- c) They have caused or are causing significant proven nuisance and/or annoyance to neighbours or visitors
- d) They have committed criminal offences, are using a property for illegal purposes, or are posing a threat/significant risk to neighbours or the community
- e) They have been violent towards a partner or members of the household or their visitors
- f) They have demonstrated unacceptable behavior including being verbally or physically abusive towards a member of staff, contractor or anyone acting on the landlord's behalf
- g) They have allowed the condition of their home and any associated areas to deteriorate through neglect or damage
- h) They have (or have attempted to) obtain a tenancy or a lower or discounted rent by deception, for example, by giving false or misleading information, subletting the home, allowing people to live there without our permission or else they live elsewhere without our knowledge, or they have consistently refused to engage with us
- i) They have not complied with health and safety requirements such as access for gas safety purposes.

6.10 Appeals

- a) We will evaluate whether to offer a further tenancy on a case by case basis according to the situation.
- b) Tenants who disagree with a decision not to offer them a further tenancy may refer to our Appeals Process. Appeals will only be considered when they meet the criteria set out in that process.

6.11 Tenant ending their tenancy:

- a) If a tenant wants to end their fixed term tenancy before the end of the fixed term, they will need to write to us and request to surrender their tenancy. If they are joint tenants, both must agree to a surrender. There is no automatic right to surrender the tenancy and we must agree in writing to this request, which could be refused, for example if there are outstanding rent arrears.
- b) For a periodic tenancy, a valid notice to quit served by only one joint tenant is sufficient to end the tenancy for all joint tenants.
- c) Where tenancies have a 'break clause', this enables the tenant to serve a notice on us subject to various conditions.

6.12 Tenancy Changes including urgent 'priority' moves

- a) If a Twenty11 tenant requires urgent re-housing due to exceptional circumstances, we may consider a management transfer 'priority move' request. This would be if there is a serious risk of physical or mental harm, the property is unsuitable for their needs due to their circumstances (such as safeguarding risks), and/or there are other exceptional reasons at our discretion.
- b) Each case will be considered by the HALP (Housing, Adaptations and Lettings Panel) on its individual merits and will take into account the severity of risk as well as what other options may be open to the household.
- c) For a summary of other tenancy changes, please see Appendix 2, which covers name changes, mutual exchanges, sole/joint tenancies and survivorship.
- d) Twenty11 tenants will not be able to affect a tenancy change if they have rent arrears. If there are very exceptional circumstances, such as an assignment through the courts, then we will manage this in line with the court order requirements.

7. Realising Potential

- 7.1 We recognise the importance of having stable and cohesive neighbourhoods, where our customers feel secure in their homes and can improve their lives, build up local networks and contribute to the community. We will therefore work with local and national agencies in order to help our customers realise their potential, both in terms of their financial status, but also their contribution to the community.
- 7.2 We may also offer an exceptional discount to the rent or re-set rent levels more regularly to meet customer needs, such as where a customer's expendable income is particularly low, for example as a result of a change in circumstances.

Exceptional discounted rents will be on a temporary basis and for a defined duration. The Rent Setting Policy has further details.

- 7.3 We expect all tenants to be prepared to actively engage in the process of assessment and action planning with our Community Potential Specialist and also with any other organisations with whom we work in partnership.
- 7.4 Our customers will be able to access personalised support to help them to change and improve their circumstances. For some, this could be intensive one to one support accessed through our Community Potential Specialist, with action planning and clear goals. Access to the Community Potential Specialist for qualifying customers may be extended or re-visited where needed for limited durations in order to aid tenancy progression, subject to each tenant's specific circumstances. For further details, please see our Realising Potential Approach.

8. Digital offer

- 8.1 Our aspiration is that all core services within Twenty11 will be on a digital by default. Digital channels will therefore be the preference for all communications where possible, in order to provide end to end online services as the default. However, this will not limit us in pro-actively using visits, calls, or other traditional engagement with customers where needed, including to resolve issues or manage tenancies.

9. Tenancy Fraud

- 9.1 Tenancy fraud will be dealt with robustly. Tenancy fraud can include activities such as when the property is no longer used as the tenant's principal home, someone taking over the tenancy or living in the home without our knowledge, unlawful subletting, obtaining the property by deception, key selling, and giving false information. We expect our customers to be honest with us at all times, including when sharing information regarding, for instance, who lives in the home and their income levels, particularly as this will help us decide the rent level and type of tenancy.
- 9.2 If tenancy fraud is committed, this will be considered a 'red line' behaviour. Enforcement action will be taken and we will not offer a further tenancy.
- 9.3 To ensure we have a robust approach to tenancy fraud in place, we will:
- Provide staff training – training in tenancy fraud awareness, investigation and enforcement will be provided periodically to raise knowledge and skill levels for relevant staff
 - Work in partnership – we will work in partnership to tackle reports of tenancy fraud with other agencies including the police and local authority where appropriate
 - Communicate effectively – where appropriate, we will publicise successful enforcement of cases of tenancy fraud
 - Analyse and improve performance – we will look at ways to continually improve our performance on identifying and tackling tenancy fraud.

10. References

11. Related Documents

11.1 This policy links to other policies, processes and strategies that we have in place. These include the following:

- Twenty11 Allocations Policy
- Twenty11 Rent Setting Policy
- Twenty11 Realising Potential Approach
- Twenty11 Appeals Process
- Twenty11 Anti-social Behaviour Policy
- Twenty11 Verification Standard
- Twenty11 Pet Policy
- Twenty11 Market Rent Policy

Appendix 1: Tenancy Sustainment Licence

Appendix 2: Tenancy Changes