



PEAKS & PLAINS  
Housing Trust

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# The Trust

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## TENANCY POLICY

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## 1. INTRODUCTION

- 1.1. Peaks & Plains Housing Trust (the Trust) is committed to creating great places to live. The Trust recognises the importance of ensuring that the appropriate type of tenancy is used in creating sustainable communities. This Tenancy Policy sets out how we will achieve this.
- 1.2. The policy aims to ensure that we comply with all relevant legal and regulatory frameworks and sets out the Trust's approach to tenancies.

## 2. SCOPE

- 2.1. This Policy applies to all social and affordable rent properties, as well as market rent and rent to buy (intermediate rent).
- 2.2. Our Allocations Policy sets out how we allocate our homes and the Local Lettings Policy set out how we make use of local letting plans. Our Rent to Buy Policy provides further information on the rent to buy product. Our Shared Ownership Policy provides further information on the shared ownership product.
- 2.3. The Rent Setting and Service Charge Policy provides further information as to how rents are set at the Trust.

## 3. LEGAL & REGULATORY REQUIREMENTS

- 3.1. Under the Localism Act 2011, all registered providers (RPs) of social housing have a duty to produce a Tenure Policy which meets the requirements of the Regulator of Social Housing's Tenancy Standard.
- 3.2. The Tenancy Standard, which forms part of the Consumer Standards under 1.3.1, requires *registered providers shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock.*
- 3.3. Under 1.3.2, *Registered Providers must meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.*
- 3.4. The policy also adheres to all applicable statutory and legal requirements, including:
  - The Fraud Act 2006
  - The Prevention of Social Housing Fraud Act 2013
  - Housing Act 1985
  - Housing Act 1988
  - Localism Act 2011

#### 4. DEFINITIONS

- 4.1. The Trust is committed to providing good quality affordable housing to a diverse group of customers. To recognise the diversity of our customers and provide affordable housing to people on a range of incomes, the Trust offers a variety of tenancy and rent options. This variety of rent options includes; social rent, affordable rent, intermediate rent (Rent to Buy), and shared ownership rent.
- 4.2. The tenancy agreement explains the conditions of tenancy and says what the Trust must do as the landlord, and what is expected of the tenant.
- 4.3. CORE – Continuous Recording of Social Housing Lettings and Sales  
We share data with the Department for Levelling Up, Housing, and Communities. We are legally obliged to submit anonymous data to the Department with regards to Social housing Lettings and Sales.
- 4.4. Local Housing Allowance – the maximum amount of Housing Benefit that can be claimed is usually limited by Local Housing Allowance (LHA) rates.

#### 5. OUR POLICY

- 5.1. The Trust will ensure that all new tenants are provided with clear information concerning the terms of their tenancy, the support the Trust will provide to allow them to sustain their tenancy and of the consequences of failing to keep to those terms.
- 5.2. Customer data, including communication preferences and vulnerabilities will be recorded in the Trust's Housing Management System, and we will encourage our customers to regularly check and update that data.
  - 5.2.1. The Trust will only take legal action to bring tenancies to an end as a last resort and only where reasonable preventative methods have been exhausted or where there has been a significant tenancy breach. Warnings will be confirmed in writing. The Trust will provide tenancy support - where appropriate to do so - or will signpost the customer to the most appropriate support agency. The Trust will inform the tenant if they do not modify their behaviour they will risk losing their tenancy.
- 5.3. In the event of the Trust taking action to end a customer's tenancy (either Starter or Assured) we will provide the tenant with advice and assistance in finding alternative accommodation, including the support they may be entitled to from the local authority.

#### 6. RENT TYPES

- 6.1. The Trust predominantly operates two rent types. These are Social Rents and Affordable Rents. Depending on the rent type for a property we will normally identify this on the advert for the property and on the Tenancy Agreement used when letting the property.

- 6.2. Properties may be let at an affordable rent pursuant to an agreement with the Regulator of Social Housing. The Trust may charge an affordable rent even if it is higher than the Local Housing Allowance level.
- 6.3. In addition to these, the Trust lets properties at Market Rent and Intermediate Market Rent. Please refer to our Rent Setting and Service Charge Policy for more information about how rents are calculated for our homes.

## **7. TYPES OF TENANCY**

### **7.1. Assured Shorthold Tenancy**

- 7.1.1. An Assured Shorthold Tenancy is often referred to as a "starter tenancy". This is a tenancy which lasts for 12 months and will be used for all new tenants who are not immediately moving from an assured or secure tenancy with another social housing provider. The assured (shorthold) tenancy automatically converts to an assured (non-shorthold) tenancy after 12 months if action has not been taken to end or extend the starter tenancy. During the period of the starter tenancy there is no right to assign the tenancy, transfer, or request tenant improvements.
- 7.1.2. A starter tenancy will automatically convert to an Assured tenancy after 12 months but may be extended by a maximum of a further 6 months if there has been a breach of that tenancy. Should a significant breach occur at any time during a Starter Tenancy, the Trust may take steps to end that tenancy.
- 7.1.3. If the starter tenancy is not conducted satisfactorily, the Trust will consider ending the tenancy in accordance with legal requirements set out within the tenancy agreement. To do this, the Trust will serve a notice under section 21 or section 8 of the Housing Act 1988 seeking possession of the Premises.

### **7.2. Assured (non-shorthold) Tenancy**

- 7.2.1. We will grant Assured (non-shorthold) tenancies to existing Peaks and Plains tenants who are transferring and already have an Assured (non-shorthold) Tenancy with us or those who have an assured or secure tenancy with another social housing provider. This applies to homes let at both a Social and an Affordable Rent. Assured non-shorthold tenancies are often described as 'lifetime tenancies'. Should there be no contractual breach, the tenancy will continue indefinitely.
- 7.2.2. An assured tenancy (shorthold and non-shorthold) can be ended by a court order if a valid ground for possession is made out. These grounds, as defined in the Housing Act 1988 for assured tenancies, are stated in the tenancy agreement.

**7.3. Assured non–shorthold (preserved rights) tenancy**

- 7.3.1. Tenants who transferred from Macclesfield Borough Council were issued with Periodic Assured Non-shorthold (preserved rights) tenancy. This tenancy contained some contractual rights which preserved some of the rights from Macclesfield Borough Council's secure tenancy, including the right to buy.

**7.4. Equitable Assured Shorthold Tenancy (Tenancy in Trust)**

- 7.4.1. We would use this tenancy for customers who are under the age of 18. This is because, by law, a person under 18 cannot hold a legal interest in land. A trustee will hold the legal estate for the customer until the customer reaches the age of 18. On the customer's 18th birthday, we will execute a deed of assignment to assign the legal interest in the tenancy to the customer.

**7.5. Rent to Buy**

- 7.5.1. For new tenants offered a Rent to Buy product we will grant an assured shorthold tenancy on a 12 months' basis. Before the end of the 12month term, the Trust will complete a saving review. If sufficient savings are evidenced, we will grant for a further 12months. This will be for an initial period of five years. Tenants may make an application to purchase outright, or on a shared ownership basis within the first five years. Such requests will be assessed on case-by-case basis. After the initial 5 years the tenant will have the opportunity buy the property outright (further guidance included in the Rent to Buy policy).

**7.6. Market rent**

- 7.6.1. For new tenants offered a Market Rent product we will grant an assured shorthold tenancy on a 12 months' basis. At the end of the fixed term, unless terminated by either party the tenancy will remain an assured shorthold tenancy on a rolling month-by-month basis until terminated by either party.

**7.7. Licence Agreements**

- 7.7.1. Licence agreements are generally used where we let a property on a temporary basis. For example, when tenants have been decanted from their permanent home to a temporary home for works to be carried out. The tenant will retain their main tenancy and rent will be charged at their principal address.
- 7.7.2. We grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.

## **7.8. Demoted Tenancies**

- 7.8.1. We will comply with any instructions from the county court following legal action. An example may include demoting tenancies or assigning joint tenancies. A tenancy will only be converted to a Demoted Tenancy where a demotion order has been granted by a court.
- 7.8.2. Prior to the end of the term of the Demoted Tenancy, we will carry out a review of your tenancy. If you have
- obeyed the terms of the order, your tenancy will automatically return to what you had before the demotion or
  - where there has been a breach of the order, we will provide you with advice in relation to your future housing options.
- 7.8.3. A Demoted Tenancy may also be quashed by the court. If that happens your tenancy will return to what you had before the demotion order was granted.

## **7.9. Managed Properties**

- 7.9.1. The Trust manages some properties on behalf of other landlords. Customers have a tenancy agreement with the relevant landlord which sets out the contractual rights and responsibilities. The rights and responsibilities will be provided by the Trust as part of a contractual agreement with the other landlord.

## **7.10. Lyme Green Settlement**

- 7.10.1. Tenancies are Assured Shorthold Tenancies. These properties have transferred ownership from another landlord, customers will remain on these tenancies until the end of their tenancy, or unless they wish to transfer to a Trust Assured Shorthold Tenancy.

## **7.11. Joint tenancies**

- 7.11.1. A joint tenancy is where two people have signed the tenancy agreement.
- Each tenant has the right to occupy the property
  - A tenant cannot exclude the other tenant(s), unless they get an Occupation Order under the Family Law Act 1996
  - Each tenant is jointly and severally (individually) liable for the tenancy and the rent - this means all are responsible for the whole tenancy
  - One tenant can end the tenancy by serving a valid notice to quit.
- 7.11.2. We will grant a joint tenancy to new tenants where the application is made by a couple, and they meet our eligibility criteria. We will not grant joint tenancies to family members other than partners, civil partners, or spouses, unless exceptional circumstances apply.
- 7.11.3. Where a joint tenant requests to be removed from the tenancy, we will consider this based on your statutory rights and any rights set out in your tenancy agreement. Rights will vary depending on the type of tenancy agreement you have.

## 8. TENANCY SUSTAINMENT

- 8.1. We want to prevent unnecessary evictions and maintain tenancies. We will therefore insist support is in place before an offer of a tenancy is made where it is evident the household requires the support to maintain a tenancy.
- 8.2. We will ensure prospective new customers are renting properties that are within their financial means by carrying out affordability checks at our pre-allocation stage. If we determine that a prospective tenant cannot afford the rental commitment of the tenancy, we will revoke the offer of tenancy. Further information can be found in the Trusts Allocations Policy.
- 8.3. The Trust will provide, where appropriate, practical assistance to our customers to help them to keep their tenancies and shall intervene early when we become aware of tenancy breaches. Where support needs are identified we will, where appropriate, signpost to relevant support agencies.
- 8.4. We have a duty to safeguard children and vulnerable people. We will liaise with partners to ensure we meet this duty and make safeguarding referrals whenever necessary. The Trusts Safeguarding Policy provides further information.
- 8.5. An assured tenancy (shorthold and non-shorthold) can be ended by a court order if a valid ground for possession is made out. These grounds, as defined in the Housing Act 1988 for assured tenancies, are stated in the tenancy agreement.
- 8.6. We use eviction as a final resort. We will only evict once we have exhausted all options to tackle breaches of tenancy unless the breach is so significant that other options are not viable.
- 8.7. We will inform the local authority housing advice service where we intend to proceed to eviction. We will also alert Social Care and other agencies involved with the household where we are aware the household contains children or potentially vulnerable adults.

## 9. APPEALS

- 9.1. If a tenant believes that they have not been offered or granted the correct type of tenancy as outlined in this Tenancy Policy, they can make an appeal to review the type of tenancy awarded which should be made within 3 months of the tenancy starting. The appeal should be submitted in writing (email or letter) and addressed to the Head of Neighbourhoods who will consider the appeal on paper and respond with a decision within 21 days.
- 9.2. Should the Trust decide to end a tenancy within the time limit of a Starter Tenancy, we will provide the tenant with information on the Trust's appeals procedure, explaining how they may challenge this decision. The appeal would be considered by the Head of Neighbourhoods.



## 10. CORE

- 10.1. CORE is the Continuous Recording of Lettings in Social Housing. Information about the tenancy, the tenants and the property is submitted by social housing providers to the Ministry of Housing, Communities and Local Government using CORE log forms each time there is a new letting of a social housing property.
- 10.2. We are committed to supplying lettings information to CORE to support other organisations to make decisions on funding, regulation and other policy decisions relating to social housing activity and contribute to the wider housing policy debate on a national level.

## 11. EXCEPTIONAL CIRCUMSTANCES

- 11.1. From time to time, we may support local authorities with Government initiatives to provide homes to certain groups of customers like refugees. We will issue tenancies in line with any specific requirements to fulfil those projects.

## 12. EQUALITY, DIVERSITY & INCLUSION

- 12.1. We are committed to fairness and equality for all regardless of their colour, race, ethnicity, nationality, gender, sexual orientation, marital status, disability, age, religion or belief. Our aim is to ensure that our policies and procedures do not create an unfair disadvantage for anyone, either directly or indirectly.
- 12.2. An Equality Impact Assessment has been undertaken in respect of this policy and which identified no negative impact on any person/group with a protected characteristic as a result of this policy.

## 13. RESPONSIBILITIES

- 13.1. **Board:**
- Responsible for approving this policy.
  - Receive an annual report on lettings.
- 13.2. **Head of Neighbourhoods**
- Shall ensure the operational implementation of this policy including ensuring that staff have access to the required training to implement the policy.
  - Will respond to any appeals in writing.
- 13.3. **Neighbourhoods Team and Home Ownership Team**
- Will make every effort to ensure that customers understand the agreements they sign.
  - Are responsible for preparing tenancy agreements for new customers.
  - Are responsible for submitting CORE data.

- 13.4. Staff at the Trust, including, but not limited to, Customer Experience Team, Neighbourhood Team, Home Ownership Team, Income Team and the Support and Enforcement Team can give tenants advice and information regarding their tenancy and sustaining their tenancy.

#### **14. MONITORING AND REPORTING**

- 14.1. The Neighbourhood Manager regularly reviews a sample of our signed tenancy agreements to make sure the correct tenancy has been issued and our policy and procedures have been followed.
- 14.2. An annual report to the Board on lettings contains information regarding tenancies.
- 14.2.1. Details of the number of appeals received and starter tenancies ended will be included in this report.

#### **15. CONSULTATION**

- 15.1. This policy was discussed with customers (the Challenge Group). They were consulted about whether it is clear, reasonable and easy to understand.

#### **16. REVIEW**

- 16.1. This policy will be reviewed on a three yearly basis or in response to changes in legislation, regulatory guidance or good practice,

#### **ASSOCIATED DOCUMENTS**

- Cheshire Home Choice - Common Allocation policy
- Cheshire West - Common Allocations policy
- High Peak – Common Allocations policy
- Allocations Policy
- Local Lettings Policy
- Rent setting and Service Charges Policy
- Rent to Buy Policy
- Shared ownership policy
- Right to Buy and Right to Acquire Policy
- Rechargeable Repairs Policy
- Equality, Diversity and Inclusion Policy
- Anti-Social Behaviour and Hate Crime Policy
- Domestic Abuse Policy
- Vulnerable Tenants Policy
- Safeguarding Policy
- Assignment, Mutual Exchange and Succession Policy

## POLICY INFORMATION

Policy Name:	Tenancy Policy
Status:	Final/Approved
Approved by:	PPHT Board
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Date approved:	21 <sup>st</sup> May 2024
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