Havebury Homes Tenancy Policy

HS055

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Policy statement

1.1 The Regulator for Social Housings Tenancy Standard sets out that in respect of Tenure, we should publish clear and accessible policies that set out:

- The types of tenancies we will grant.
- The circumstances in which we will grant tenancies of a particular type.
- How we support vulnerable tenants, sustain tenancies, and minimise eviction
- Assignment, succession, joint and sole tenancies, mutual exchange
- Tenancy Fraud, squatters, and unlawful occupier

1.2 This policy is designed to provide an outline of our approach to managing tenancies and licenses, in line with regulatory and legislative requirements.

2. Scope

2.1 The Types of Tenancies We Will Grant

2.1.1 We will 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 our housing homes.

2.1.2 We will not grant new and transferring tenants less security of tenure as a result of their move into a Havebury home.

2.1.3 The types of agreements we grant are detailed in Appendix 1. To summarise:

- Where we issue lifetime tenancies, we do so to give security to households
- Where we are providing temporary accommodation, we grant licenses to help people who are homeless and those who are temporarily decanted from their main home.
- We do not issue Fixed Term Tenancies in our general needs rented homes.

2.1.4 Tenants benefitting from a preserved right to buy will retain this right when transferring or exchanging between Havebury homes but can only exercise it in qualifying properties.

2.1.5 Properties which do not qualify for the preserved right to buy are:

- Homes let at an affordable or intermediate rent
- Properties built or acquired after 24 June 2002
- Older persons housing
- Supported housing

2.1.6 Prior to implementation of this policy in March 2026, we issued Starter tenancies. In accordance with the Renters' Rights Act 2025, we will no longer issue Starter Tenancies. All new general needs lettings will be granted as periodic assured tenancies from the outset, providing residents with greater security and clarity over their housing rights. This change ensures compliance with the statutory framework and supports a fair, consistent approach to tenancy management. We will continue to apply robust tenancy sustainment and early intervention practices to address any breaches of tenancy conditions.

2.2 Tenancy sustainment, vulnerable households and preventing eviction

2.2.1 The supporting policies detail our approach to managing tenancies and preventing eviction.

2.2.2 Possession is usually considered a last resort where other interventions have failed, although there may be cases where possession is a proportionate remedy without the use of other interventions.

2.2.3 Where relevant, we will follow the Pre-action Protocol for Possession Claims by social landlords as published by the Ministry of Justice from time to time.

2.2.4 We are committed to working with partners to prevent homelessness; where possession action is being taken a referral will be made to the relevant local authority in line with our 'Commitment to Refer'..

2.2.5 We will take into account the needs of those households who are vulnerable, for example, by reason of age, disability or illness, and households with children, including through the provision of tenancies that give a reasonable degree of stability.

2.2.6 Where a customer has been identified as vulnerable, and where we have been asked, we will ensure they have access to additional support to help understand their tenancy and the review processes.

2.2.7 Our employees or other appropriate agencies may provide this support. Vulnerable Customers will be expected to engage with relevant support agencies to ensure they fully understand their tenancy obligations. Our colleagues will work with other agencies to seek appropriate support to try to enable customers to sustain their tenancies.

2.3 Review of Decisions Affecting Tenancies

2.3.1 In line with the pre-action protocol, we will seek to understand the personal circumstances of any occupier subject to mandatory claim for possession with the exception of those who have entered onto land as trespassers.

2.3.2 The right to a review is offered in the following circumstances:

- Service of a Notice Seeking Possession on mandatory grounds
- Service of a Notice to Quit

2.3.3 Reviews will be undertaken by a Director, who was not involved in the original decision.

2.4 Managing Occupation

2.4.1 We analyse data and receive reports from the community to pro-actively identify and tackle all aspects of tenancy fraud, sub-letting and abandonment; working with fraud investigation teams and supporting tenancy termination, evictions, recovery of unlawful profits, and where possible prosecutions.

2.4.2 In tackling under-occupation, we support tenants to sustain their tenancies with benefits and income maximisation advice and the right to take in a lodger.

2.4.3 In tackling overcrowding and under occupation we offer free access to mutual exchange services and signpost households to their local authority for consistent and fair assessment of need and assistance with finding more appropriate accommodation.

2.5 Mutual exchange

2.5.1 We will promote mutual exchanges as a means of making best use of housing stock.

2.5.2 Tenants can access 'House Exchange', free of charge, to advertise their homes and see homes of others to initiate mutual exchanges.

2.5.3 Tenants wishing to exchange their homes must complete an application form seeking permission to proceed. We have the right to refuse a mutual exchange, including on certain grounds contained in Schedule 3 of the Housing Act 1985 or Schedule 14 of the Localism Act 2011 within 42 days of the date of application.

2.5.4 We will not unreasonably refuse exchanges, though reserve the right to do so in the following circumstances:

- Where grounds for refusal are met, as detailed in appendix 2.
- Where the exchange will result in occupancy which contravenes planning restrictions, for example in rural homes designated for occupation by people with a local connection

2.5.5 Some homes have covenants which restrict who this can be allocated to when it becomes vacant and/or who can occupy the home. Typically, these covenants give priority or restrict occupation to people with a local connection to a village, neighbouring parishes and/or a district in a cascading fashion. We will consider any request to mutually exchange a property with someone who does not fulfil any restriction or covenant carefully.

2.5.6 Where approval for an exchange is given, it will be conditional on satisfactory tenancy conduct, including rent payments, property condition and behaviour, and the satisfactory completion of any essential repairs and safety checks of the property.

2.5.7 The exchange shall not be completed until the home is in a reasonable and safe condition. If the tenant does not complete remedial repairs within a reasonable timescale then we may cancel the process and ask the applicant to re-apply once the work is complete.

2.5.8 All exchanges under the Housing Act 1985 will be completed by deed of assignment. Fixed Term tenants as described in 2.1.6 are able to exchange their tenancies by assignment because notice has been served to convert these to a lifetime status. The provision of s158 of the Localism Act will only apply in very limited circumstances[1] and where these occur we may ask the incoming tenant

[1] S158 Localism Act will only be triggered in the following circumstance: a Havebury tenant holds an assured tenancy which commenced before 1st April 2012 of a social rent property, and wishes to exchange with a

to become a tenant of Havebury by way of assignment rather than by the grant of a new tenancy.

2.6 Tenancy changes

2.6.1 We recognise that household circumstances may change during the course of the tenancy. Changes to tenancies can only be effected with our permission.

2.6.2 Where relationships between joint tenants have ended, we may allow the tenants to assign the tenancy into one of their names. For a joint tenancy, if a relationship breakdown occurs, either customer may terminate a joint lifetime assured tenancy by serving a valid Notice to Quit which will end the tenancy and the legal right to occupy for both joint customers, in accordance with the terms and conditions of the tenancy agreement and the law.

2.6.3 On termination of a joint tenancy, we have no legal responsibility to grant either party a new tenancy. We may, however, exercise our sole discretion agree to grant a new sole tenancy of the same or a different home to prevent homelessness, taking into account individual circumstances, property eligibility and best use of housing stock.

2.6.4 Alternatively, where both parties agree to one of the parties taking sole responsibility for the tenancy; instead of terminating the joint tenancy, they may apply for an assignment of the joint tenancy to one of the parties. We may agree to an assignment subject to eligibility and assessment of circumstances. We may not agree to an assignment or to granting a new tenancy where there is pending legal action, existing court orders or arrears on the tenancy.

2.6.5 We may allow sole tenants to add their spouse, civil partner or partner to their tenancy agreement provided that they are not themselves a successor to the tenancy. We will carry out pre tenancy checks before agreeing to a new joint tenancy and will also advise the sole tenant to seek independent advice before a joint tenancy is granted.

2.6.6 Where an assignment is decreed by the Court, we will act in accordance with the Court's determination.

2.7 Succession

2.7.1 When a tenant dies there may be a right for the Tenancy to be passed on to another person. This is known as a succession.

2.7.2 Only one succession can take place per tenancy. If the tenancy is assigned to a would-be successor this also counts as a succession. Details of who can succeed to a tenancy are set out in the tenancy agreement. As agreed at the point of Havebury's inception, all successions to tenancies granted prior to 24 June 2002 will not be taken into account.

2.7.3 If the tenancy is in joint names and one joint tenant dies, then the surviving joint tenant will succeed by 'survivorship' and the tenancy will continue in their sole

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tenant of another landlord who holds a fixed term tenancy of a social rent property. In this instance, the other landlord must grant a tenancy with lifetime status to the former Havebury tenant and we would ask the incoming tenant to assign into our tenancy.

name, even if they are not occupying the property as their only or main home. This counts as one succession. In the event the surviving tenant is not occupying, the tenancy will be brought to an end by a Notice to Quit.

2.7.4 The Housing Act 1985 grants statutory rights for a tenancy to be passed to spouse, civil partner or people living together as if married or in a civil partnership in the event of the tenant's death.

2.7.5 Some tenancy agreements also provide additional contractual rights of succession. In addition to this we may, but are not obliged to grant contractual rights of succession to:

- other members of the family, provided they have been living with the tenant as their main or only home for at least one year prior to the death of the tenant; or,
- a person not of the tenant's family who has been living with the tenant as their only or main home for one year prior to the tenant's death and who has been looking after the tenant in that time; or,
- A household member who has accepted responsibility for the tenant's dependants.

2.7.6 A spouse, civil partner or a person who was living with the tenant as if they were a married couple or civil partner has the right to remain in the property regardless of their need for it

2.7.7 For discretionary successions, and relevant contractual successions we will review the suitability of the property for the potential successors. Household size assessments will be undertaken using the Government Local Housing Allowance guidelines and we will allow a maximum of one spare bedroom. Where the needs of the household do not match the size or nature of the accommodation, or if the property is not affordable for them, we may require applicants to move to suitable alternative accommodation.

2.7.8 On occasions where a tenancy has ended but people still reside within the home, for example where one joint tenant has moved and ended the tenancy for both tenants, or where there is no person with a legal right of succession, we will take legal action to recover possession of the home. We are entitled to seek from the occupier/s damages equivalent to 'rent' for their use and occupation of the home once the tenancy has been ended. This may be called a use and occupation charge but does not imply that a tenancy or licence has been granted to the occupier.

2.8 Eligibility to Rent

2.8.1 Where the granting or assignment of a tenancy is undertaken outside of the Local Authority verification process, we will undertake Right to Rent checks to confirm immigration status and eligibility to rent in the UK. Checks will be undertaken and records maintained in accordance with the requirements of the Immigration Act 2014.

2.8.2 There are occasionally situations where a person under the age of 18 may be nominated to us from the local authority or succeed to a tenancy. In law a person under the age of 18 is not capable of holding a legal interest in land and

so cannot hold a tenancy but they can 'benefit' from one. The tenancy may be granted to a third party, a 'trustee', and held on trust for the minor until they reach the age of 18. The trustee may be a family member, support agency or local authority and is in effect a caretaker of the tenancy. The minor must adhere to the terms of the tenancy and the trustee is responsible for ensuring the rent is paid, but is not liable to pay the rent out of their own resources unless they give a personal guarantee to do so. Once the tenant reaches the age of 18, the trust will either automatically determine so they become the legal tenant or a new tenancy will be issued to them which is not held in trust

3. Definitions:

This policy applies to the management of tenancies and licences in residential properties owned and/or managed by us including:

- Social Rent - Set through the National Rent Regime in England at around 50% of market rents
- Affordable Rent - Homes initially let at least 20% below local market rents
- Intermediate Rent - Homes initially let at least 20% below market rents
- Shared ownership – the purchase of a share between 10% and 75% of the home's full market value with rent paid to the landlord for its share, alongside ground rent and service charges, for example towards the maintenance of communal areas
- Temporary Accommodation

4. Responsibilities

4.1 Leadership team is responsible for approval and oversight of this policy, as well as how it is implemented.

4.2 The Head of Housing and delegated staff are responsible for compliance with this policy in the management of tenancies.

4.3 The Allocations and Lettings Manager and delegated staff are responsible for issuing tenancies in-line with this policy.

5. Service Standards

5.1 Decisions Affecting Tenancies

5.1.1 Reviews of decisions to apply for possession on mandatory grounds or a mandatory basis will be undertaken by oral hearing or written representation within 28 days of request. The decision after review will be communicated within 5 working days of oral hearing or receipt of written representations.

5.2 Mutual Exchanges

5.2.1 If we have reasonable grounds to refuse an application, the decision will be made and communicated within 42 calendar days (6 weeks) from the date of application.

5.2.2 We aim to complete the exchange within 10 weeks from the date of application.

5.2.3 Where application forms are received from multiple parties in one exchange the date of application will be recorded as the date on which the latest application is received.

5.3 Tenancy Changes

5.3.1 We will aim to process all requests for tenancy change within 42 calendar days (6 weeks) of application.

6. Legislation and Regulation

- Regulator of Social Housing: Tenancy Standard
- Housing Act 1985
- Housing Act 1988
- Housing Act 1996
- Immigration Act 2014
- Protection from Eviction Act 1977
- Localism Act 2011
- The Welfare Reform and Work Act 2016
- Immigration Act 2014
- Law of Property Act 1925
- Regulator of social housing consumer standards
- Prevention of social housing fraud act 2013
- Equality Act 2010

7. References

Related Policies Documents
HS035 Allocation and Lettings Policy HS039 Bedroom Size Policy HS015 Anti Social Behaviour HS046 Pets Policy HS026 Domestic Abuse and Violence Policy HS022 Housing Related Support

8. Document control *(mandatory section)*

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Appendix 1: The tenancies we grant
This section applies to grant of tenancies in the following circumstances.

- Lettings
- Management moves / direct lets

In properties let at **Social** and **Affordable** Rent
In **general needs housing** assured tenancies will be granted

Equitable tenancies may be granted to **people under the age of 18**, the tenancy held on trust by a third party until they reach the age of 18. Alternatively a trustee will hold the legal interest of an assured tenancy on trust for the minor until they reach the age of 18.

Assured tenancies will be issued in **Independent Living Housing**

Licenses will be granted in **temporary accommodation**, including:

- Domestic Abuse refuge
- Hostel accommodation
- Temporary accommodation provided on behalf of the local authority under s209 Housing Act 1996
- Decant accommodation

Assured Tenancies will be granted in **shared ownership** properties

Assured shorthold tenancies will be granted in **intermediate rent** for so long as we are permitted to do so under law.
Licences will be granted in the letting of **garages** and **allotments.**

Appendix 2 – **Grounds for refusal of a mutual exchange**

1.1 We will refuse exchanges where the exchange will result in occupancy which contravenes planning restrictions, for example in rural homes designated for occupation by people with a local connection.

1.2 The grounds for refusal below may be relied upon to refuse an exchange of assured tenancies.

1.3 Grounds 1-10 match those in Section 92 of the Housing Act 1985, and Schedule 3 of the Housing Act 1985 and Schedule 14 of Localism Act 2011 (athough differently numbered) and apply to all Assured tenancies, including transfer preserved Assured tenancies.

1.4 Grounds 11 & 12 do not apply to transfer preserved assured tenancies, save ground 12 may apply when it is a Localism Act 2011 exchange

1.5 For Grounds 3 & 4, household size needs will be assessed using the Government Local Housing Allowance guidelines.

1.6 For Ground 3, one spare bedroom may be allowed, provided it does not result in affordability issues for the tenant. Two or more spare bedrooms will result in the refusal of the proposed exchange, except in exceptional circumstances.

Ground 1	The tenant or proposed assignee is subject to a court order
Ground 2	Possession proceedings have begun for the property of which the tenant or proposed assignee is the tenant, a relevant notice has been served on the tenant or the proposed assignee, a court order or suspended order in place, or an application is pending before court
Ground 3	The home they want to move to is much larger than the household needs
Ground 4	The home they want to move to is too small for their household, and they would be overcrowded
Ground 5	The tenant works for the landlord and their home was provided in connection with their job
Ground 6	The landlord is a charity and the proposed new tenants moving into the property would conflict with the objects of the charity (the home is intended for a certain group of people)
Ground 7	The property has been adapted or has features that make it suitable for disabled person and if the mutual exchange took place there would no longer be such a person living in the property
Ground 8	Is a property owned by a landlord which lets properties to particularly vulnerable people and if the mutual exchange took place there would no longer be such a person living in the property
Ground 9	The property is for people with special needs (supported housing) and if the mutual exchange took place there would no longer be such a person living in the property

Ground 10	There is a management agreement or membership arrangements in place for the property (i.e. the management of communal areas) and the proposed assignee is not prepared to join the management agreement
Ground 11	*Following a review of the household's financial circumstances and benefits entitlement, the property is deemed to be unaffordable.*
Ground 12	*There are rent arrears, debts, Court Costs or other charges owed to Havebury*
Ground 13	*An obligation under one of the existing tenancies has been broken or not performed. – this only applies to Localism Act 2011 exchanges (ground 2)*