



# Nottingham City Homes

## TENANCY POLICY

<b>Policy / Procedure title</b>	Tenancy Policy
<b>Lead Officer</b>	William Morritt
<b>Date introduced</b>	July 2019
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<b>Approved by</b>	EMT
<b>Related policies</b>	Allocations Policy
<b>Teams affected</b>	Tenancy and Estate Management Allocations and Lettings Rents
<b>This policy replaces with immediate effect</b>	2013 Tenancy Policy

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## 1. Introduction, Aims and Remit of Policy

1.1 This is the Tenancy Policy of Nottingham City Homes (NCH), which is an Arms Length Management Organisation (ALMO). The policy covers housing stock owned by Nottingham City Council (NCC) and managed by NCH. It supports our Corporate Plan Goal 'To listen to our residents and deliver an excellent housing service'

1.2 In formulating this policy, NCH has had due regard to NCC's Tenancy Strategy published in compliance with s150 Localism Act 2011. In addition, NCH has consulted on this policy with existing tenants of NCC.

1.3 The policy sets out:

- The type of tenancies we will grant
- The circumstances in which they will be granted
- Our policy on fixed term (flexible) tenancies
- Our policy on successions - our full policy on successions is set out in our Successions Policy
- Our policy on other changes to the Tenancy Agreement including:
  - Assignments
  - Sole to joint and joint to sole changes

Our full Policy on tenancy changes is set out in our Changes to Tenancies Policy

Our policy on mutual exchanges - Our full Policy on Mutual exchanges is set out in our Changes to Mutual Exchanges Policy

- How we will support our tenants to sustain their tenancies and prevent unnecessary evictions
- Our policy on tenancy fraud - Our full Policy on Tenancy Fraud is set out in our Tenancy Fraud Policy
- How we will undertake visits to tenants to ensure that tenancies are appropriately managed and vulnerable tenants are supported.

1.4 This policy is written in compliance with the Localism Act 2011 and fulfils the requirement for registered housing providers to publish clear and accessible policies, which outline their approach to tenancy management. This Policy also has regard to Nottingham City Council's Tenancy Strategy and the Council's strategies on housing and homelessness.

### 1.5 Policy Aims

- To provide the framework to support and sustain tenancies
- To provide clear information to tenants on how we will grant and manage tenancies
- To provide summary information to tenants on their statutory rights of succession, assignment and other tenancy changes
- To provide clear information on how a tenant can appeal or complain if they are unhappy with a decision taken by NCH

## 1.6 Associated policies

This policy should be read in conjunction with a number of related NCH Policies and procedures:

- Mutual exchange
- Changes to Tenancies
- Succession
- Tenancy Fraud
- Housing Allocations policy
- NCH Three C's (Comments, Compliments and Complaints) policy
- Equality and Diversity
- ASB Hate Crime and Domestic Abuse Policy
- Safeguarding Policy
- Hoarding Policy
- Clear Communal Area Policy
- Pets Policy
- Rent increase Policy

## 2 Tenancy Policy Statement

2.1 Tenancy management is based upon the following key principles:

- Delivery of NCH vision 'To create homes and places where people want to live.'
- Compliance with requirements set out in the National Tenancy Standards and local standards set by tenants and leaseholders
- Compliance with statutory and contractual duties to tenants set out in relevant legislation
- Adoption of best practice

2.2 NCH will provide a flexible and responsive service to tenants both individually and on estates to provide tenants with decent, safe and secure living conditions and a good quality environment in which to live. This will be balanced with ensuring that NCH interests are also protected.

2.3 NCH will provide tenants with a written agreement (a Tenancy Agreement) that sets out their rights and responsibilities and NCH rights and obligations. This will be fully explained at the sign-up interview.

2.4 NCH may grant secure tenancies to new tenants where they already have security of tenure. This may be because they already have a secure tenancy. This could apply to applicants who are transferring from within NCH via a housing transfer or mutual exchange, or from another ALMO, retention authority or Registered Provider.

2.5 Following consultation with NCH tenants and stakeholders (NCC and other social landlords), NCH current position is that we will not routinely use fixed term tenancies save for in the circumstances set out at 4.4 below. We believe that introductory and secure tenancies provide security for our tenants as well as helping to maintain the quality of our homes and estates. We will keep this position under review and may choose to introduce more fixed term tenancies in the future, following consultation with tenants and stakeholders.

We will review our tenancy policy on a regular basis, ensuring that we have due regard to NCC Tenancy Strategy which can be found <https://www.nottinghamcity.gov.uk/information-for-residents/housing/before-a-tenancy/housing-allocations-policy/>

### **3 Allocations and lettings criteria**

3.1 NCH will adhere to its Housing Allocations policy. Specifically, NCH will advertise available properties in accordance with the Choice Based Lettings Scheme and accommodation will be provided in accordance with this scheme. Please see the council's Allocations Policy for full details.

### **4 Tenancy Policy Tenures**

#### **4.1 Introductory Tenancies**

4.1.1 This is a 12 month tenancy given to new tenants. It is managed and reviewed regularly, including at nine months. At this point, a decision is taken on whether the tenancy should be extended or ended as a result of tenancy breaches. If no such decision is warranted or taken, the tenancy will automatically become secure at the end of the 12 month period. For extended introductory tenancies, there will be a further review of the conduct of the tenancy to determine whether there have been any further breaches, before expiry of the introductory period.

4.1.2 Introductory tenants will not have the same statutory rights as secure tenants. They will not have the right to:

- buy their council property though it will count towards the qualifying period
- the same protection from eviction for any breach of their tenancy agreement
- assign or transfer the tenancy (some exceptions may apply)
- take in lodgers
- carry out improvements or mutually exchange with another tenant.

## **4.2 Secure tenancies**

4.2.1 Introductory tenants whose tenancies have not been ended will become secure tenants automatically after a period of 12 months or – if the introductory tenancy is extended – 18 months.

4.2.2 Secure tenancies will generally be granted to those tenants who are already secure or assured tenants elsewhere, unless they agree to enter in to a different type of tenancy (for example an Introductory Tenancy), or if they are to be granted a Fixed Term Tenancy.

## **4.3 Family Intervention Tenancies**

4.3.1 Family Intervention Tenancies were introduced by the Housing and Regeneration Act 2008. This type of tenancy can be considered where a tenant is likely to be evicted from their current home on the grounds of anti social behaviour and to support the provision of behaviour support services made available through Family Intervention Projects.

4.3.2 We will consider offering these tenancies to support the provision of support services through Family Intervention Projects in circumstances where a family has reached crisis point and are likely to be facing the loss of their home without major changes to their behaviour. Family Intervention Tenancies are not secure tenancies and are entered into voluntarily by a tenant subject to the service of a notice on the tenant, which also contains detailed information about the tenancy.

4.3.3 Family Intervention Tenancies can only be used for the purpose of providing behaviour support services that have been outlined in a written behaviour support agreement. This is an agreement between the tenant, Family Intervention Project, agencies providing support, NCH and NCC.

4.3.4 Family Intervention Tenancies are not intended to run beyond the completion of the work outlined and agreed in a Family Intervention Project. When a family has completed a programme a decision on the longer term housing needs of the family will be reached between the family, NCH and relevant partner agencies. These tenancies can be converted to secure tenancies as relevant on notice by NCH to the tenant.

## **4.4 Fixed Term Tenancies (FTT)**

4.4.1 A fixed-term tenancy is a secure tenancy for a specified period of time with modified statutory rights. The main difference between a periodic secure tenancy and a fixed-term secure tenancy is that the former can only be brought to an end if a court thinks it is reasonable to make an order for possession. With a fixed-term tenancy, the court must order possession if the fixed term has come to an end.

4.4.2 Nottingham City Council (NCC) in its role as landlord of the housing stock that NCH manage, is not intending to use fixed term tenancies in the general

letting of its homes. However, in exceptional cases, NCC will issue a fixed term tenancy. This will generally be in circumstances where a household needs a certain type of accommodation temporarily. For example, where a property has been adapted, but the need of the household for such adaptations, is only temporary. The reasons are that social housing makes up approximately 22% of the housing stock in the City of Nottingham with some neighbourhoods having a very high level of social housing. The City Council considers that the type of tenancy offered contributes directly to the cohesion or otherwise of neighbourhoods. NCH supports that belief and will support the appropriate allocation of Fixed Term tenancies.

#### **4.5 An example of where a FTT may be granted - Adapted properties:**

A three bedroom house is let to a family which comprises two adults and a child. It is substantially adapted to meet the needs of one of the adults who requires rehabilitation, care and adaptations following an injury, including to sleep in a separate bedroom. The adult recovers from their injuries and is no longer in need of the adaptations or additional bedroom. There are no social factors that suggest that they should remain in a three-bedroom property or adapted accommodation. It would be appropriate not to renew this fixed term tenancy.

4.5.1 NCH considers that the interests of tenants are best served by residents generally being afforded the opportunity to access long-term settled accommodation.

4.5.2 NCH reserves the right to review its position in respect of fixed term tenancies.

4.5.3 NCH will offer fixed term tenancies for a period of 5 years unless it is considered that a shorter period is appropriate (for example for adapted properties where the need is shorter term).

4.5.4 At the end of the fixed term, and if the tenancy has not been ended by either NCH or the tenant, the tenancy will become a weekly periodic assured shorthold tenancy.

#### **4.6 IMPLEMENTATION AND REVIEW**

4.6.1 When a fixed term tenancy is offered NCH will provide a full explanation of how and when the tenancy will be reviewed pending the end of the fixed term.

4.6.2 The review process will commence 12 months before the end of the fixed term.

4.6.3 The process will include a review of existing household members and how the tenancy has been managed. It will take into account:

- The number of household members and any overcrowding or under-occupation
- Housing need and the best use of housing stock

- Suitability of the property for the current household
- Tenancy history at the property including any tenancy breaches or damage to the property
- Legal right to remain

4.6.4 NCH will inform tenants of other housing options available to them.

4.6.5 NCH will expect tenants to actively engage in the review process and provide information and documentation as requested.

4.6.6 NCH will assess each customer's situation on an individual basis.

4.6.7 NCH will notify the customer of the outcome of the review at least 6 months before the end of the fixed term tenancy.

4.6.8 If a new tenancy is offered it will generally be a 5 year fixed term tenancy which must be signed prior to the end of the existing fixed term tenancy. In some circumstances, tenancies may be renewed for a shorter period of 2, 3 or 4 years where it is considered appropriate. For example, if property adaptations are only required for a shorter duration.

4.6.9 Where there are arrears on an account the tenant will be asked to clear these in full prior to the new tenancy being granted. Where this is not possible but a decision is made as an exception to award a new tenancy, the arrears will remain due and be recovered as former tenancy arrears.

4.6.10 If the tenancy is to be ended, the tenant will be notified of our decision in writing by serving a Minded Notice at least 6 months before the end of the fixed term tenancy. A Section 21 Notice, clearly stating the date the tenant is required to leave the property, will be served 3 months before the end of the fixed term tenancy.

4.6.11 Where NCH has commenced legal action to end the tenancy this action will continue and the tenancy will be ended by whichever means ends the tenancy first. NCH will make tenants aware of this where relevant in any communication to end the tenancy.

4.6.12 Upon expiry of the Section 21 Notice the tenant will be required to give up possession of the property on the advised date. After this date NCH will apply to court for a possession order where necessary.

4.6.13 Where a decision is made not to offer a new tenancy then NCH will offer reasonable advice and assistance to identify suitable alternative accommodation.

## 5 New tenancies – the lettings process

- 5.1 NCH recognises the importance of establishing a good landlord/tenant relationship from the outset and will conduct a comprehensive sign up meeting with the new tenant that will address all likely needs of a new tenant, particularly those who require additional support.
- 5.2 At the sign up meeting, all tenants will be provided with a copy of their Tenancy Agreement which sets out the conditions of a tenancy. Tenants will be asked to confirm details, including of household members and will be able to clarify any such details at sign up.
- 5.3 All new tenants will be granted Introductory Tenancies or fixed term tenancies. Any introductory tenancies will be granted on the understanding that they are for 12 months, subject to an Introductory Tenancy Review nine months from the start of the tenancy. After this time, and subject to the outcome of the review, the introductory tenancy will automatically become secure. This may be extended by a further six months if NCH has reasonable grounds to do so and has served a notice to that effect.
- 5.4 NCH will not take steps to end an introductory tenancy unless there is a breach in tenancy conditions or the tenancy has been obtained fraudulently.
- 5.5 All new tenants will receive a New Tenancy Visit by the Housing Patch Manager (HPM). This will be completed within 6 weeks of the start of a tenancy and will provide an opportunity to:
  - Clarify any tenancy information and household details
  - Identify any property issues (such as repairs or neighbourhood )
  - Identify any other issues such as support needs or vulnerabilities and provide referrals and information to help support any vulnerabilities

## 6 Managing tenancies

- 6.1 The Tenancy Agreement sets out the core responsibilities of NCH and the tenant. NCH will ensure tenants are aware of these responsibilities and what can be expected from NCH and the tenant at the start of the tenancy and during the New Tenancy Visit. NCH will also consult with tenants about any proposed significant changes to the Tenancy Agreement.
- 6.2 NCH will maintain good quality tenancy records and will comply with the General Data Protection Regulations. Please see NCH data protection and privacy policies for more information. These can be found here <https://www.nottinghamcityhomes.org.uk/about-us/data-protection-and-freedom-of-information/>

- 6.3 NCH will ensure all new tenants are provided with clear information regarding the terms of their tenancy and the consequences of failing to keep to those terms
- 6.4 NCH will provide appropriate and accurate advice and assistance to tenants about any tenancy management matter, particularly where this could affect tenants' rights. Tenants may be advised to seek their own independent legal advice where appropriate.
- 6.5 If a tenant breaches a condition of their tenancy agreement, NCH has the right to take appropriate action to address this breach. NCH will provide appropriate and accurate information to any tenant where there has been a tenancy breach to explain what action will be taken by us. NCH will also be clear about the action a tenant is required to take to rectify any breaches where appropriate.
- 6.6 Where there are potential support needs identified as part of a breach of tenancy we will seek to ensure that tenants receive the appropriate support to help them stay in their home and complete a Support Needs Assessment for the resident to identify agencies who may be able to help support a tenant. Residents in Independent Living Schemes will have a support plan in place to identify the type of support needed and these will be reviewed regularly. We will refer vulnerable residents in general need housing to other support services where applicable.

## **7 Supporting tenancies**

- 7.1 A key policy aim is to ensure tenants are supported as much as possible to sustain their tenancies. To achieve this policy aim, NCH will:
- Work and engage with Children and Adult Services, other providers and agencies to develop a strategic cross-tenure approach to the provision of support services for all people with support needs.
  - Identify any vulnerability of tenants by undertaking a support needs assessment and record details on file so that employees can be made aware of these when appropriate. We will seek to ensure that tenants receive the appropriate support to help them stay in their home. Residents in Independent Living Schemes will have a support plan in place
  - Adhere to the Referrer's Guide to Drug and Alcohol Services in Nottingham when identifying tenants who may need help with drug and alcohol problems and/or tenants who may be affected by the drug and alcohol use of others.
  - Advise and help low income households to get assistance with their financial matters
  - Liaise with Social Services and other relevant agencies to secure resettlement support for tenants who need it for example, tenants who have difficulty living independently
  - Have liaison and referral arrangements in place with social services, health authorities, and other relevant agencies to ensure appropriate ongoing support or services for tenants who need it
  - Provide support where it is most effective i.e. where tenants are given their own permanent accommodation and provided with an agreed level of

support to help them settle in and meet their responsibilities as tenants. The level of support will vary according to individual need.

- Ensure that our tenancy management services are tailored to meet the diverse needs of the communities in which we work.

7.2 Where an applicant who has been offered accommodation does not have the mental capacity to enter into the tenancy contract, NCH will require the appointment of a representative to act on their behalf.

7.3 Where a tenant ceases to have the mental capacity to deal with their affairs NCH will formally seek the assistance of the next of kin or support service to act on their behalf or make any relevant applications through the Court of Protection, where appropriate.

## 8 Mutual Exchange

8.1 This section should be read in conjunction with NCH's Mutual Exchange Policy.

8.2 Existing tenants may wish to enter into a mutual exchange with other NCC tenants or tenants of another social housing provider. NCH recognises that mutual exchange is a useful way of satisfying housing needs and aspirations which cannot be met in other ways.

8.3 Tenants must obtain consent from NCH before carrying out a mutual exchange.

8.4 NCH may attach conditions to consent for mutual exchange in respect of lifetime secure tenancies such as clearing rent arrears. The circumstances under which NCH may withhold consent are outlined in the NCH Mutual Exchange Policy, which should be read in conjunction with this policy

## 9 Changes to tenancies

This section should be read in conjunction with our Changes to Tenancies Policy which contains the full details of tenancy alterations or changes that are permitted. This can be found here [\(INSERT LINK\)](#)

### 9.1 Sole to joint tenancies

In certain circumstances as set out in the 'Changes to Tenancies Policy', sole tenants may request to have a joint tenancy agreement with certain 'qualifying persons', meaning they would share their tenancy with that person. A 'qualifying person' is a person that would be capable of succeeding to the tenancy if the existing tenant passed away (see Section 10 below for details of who can succeed to a tenancy). This would likely either be a spouse/civil partner/person

living with the tenant as husband or wife, or if no such person exists, a family member that has lived at the property for at least 12 months.

As well as the proposed new tenant being a qualifying person, the following must also be complied with:

1. The existing tenant and prospective joint tenant will be asked to provide documentation and evidence to support their request, as set out in the 'changes to tenancy policy'.
2. The existing tenant must serve Notice to Quit to end their tenancy before any request can be considered. They will be expected to seek their own independent legal advice in relation to this.

Once the requirements in 1 and 2 above are complied with, we (Area Housing manager level or above) will then consider each request and exercise our discretion on a case by case basis, taking in to account the following factors:

- a. Whether there has been any previous assignment of the tenancy or any previous succession or if either of the prospective joint tenants have benefitted from previous assignments or successions. Generally, save in exceptional circumstances, sole to joint tenancies will only be permitted if there have been no previous such changes and will only be permitted once per tenancy
- b. The best use of housing stock
- c. The conduct of the existing and prospective joint tenant including their compliance with previous NCH or other tenancy terms and conditions, maintenance of rent payments - if the sole tenant is in breach of any of the conditions of their current tenancy, the application will be refused.
- d. Any rent arrears that exist, whether current or former, of either the existing or prospective tenant – if there are arrears on the current rent account, the request will be denied unless arrears are cleared in full
- e. The suitability of the property for any joint tenants including the size, type and any specific features or adaptations to the property
- f. The evidence provided by the existing and prospective tenants for example but not limited to, proof of residence, proof of eligibility for an allocation, proof of immigration status
- g. Any other relevant factors in the circumstances of the case that are relevant to their suitability to be a joint tenant

If the allocation of a new tenancy is approved, the existing sole tenant will have to sign a new tenancy agreement (once the NTQ expires). At the same time, NCH will complete a formal sign up interview and the joint tenants will sign a new tenancy agreement. This will create a new joint tenancy.

If the allocation of a new tenancy is refused, the existing tenant will be permitted to withdraw the Notice to Quit and their existing tenancy will continue, notwithstanding any other legal action taken against them in respect of their tenancy.

## 9.2 Joint to sole tenancies

A joint tenancy will end at the expiry of a valid Notice to Quit (NTQ) in writing from one or both tenants. If an NTQ is received from only one of the tenants NCH will:

- Take all reasonable steps to inform the other tenant of the effects of the first tenant's action

If one member of the tenancy requests to stay in the property as a sole tenant, following the receipt of an NTQ, then NCH (AHM level or above) will only consider this if:

1. The remaining tenant provides documentation and information as requested as per NCH's in the Changes to Tenancies Policy; and
2. if such a decision is in line with its Allocations Policy, changes to tenancy policy and other relevant policies.

Any decision to grant a tenancy to a remaining tenant would have to result in the creation of a new, sole tenancy. This will only be possible once consideration has been given by an officer at AHM level or above to the following factors:

- a. Whether there has been any previous assignment of the tenancy or any previous succession or if the prospective sole tenant has benefitted from previous assignments or successions. Generally, save in exceptional circumstances, new sole tenancies will only be permitted if there have been no previous such changes and will only be permitted once per tenancy
- b. The best use of housing stock
- c. The conduct of the existing and prospective joint tenant including their compliance with previous NCH or other tenancy terms and conditions, maintenance of rent payments - if the prospective sole tenant is in breach of any of the conditions of their current tenancy, the application will be refused.
- d. Any rent arrears that exist, whether current or former, of either the existing or prospective tenant – if there are arrears on the current rent account, the request will be denied unless arrears are cleared in full
- e. The suitability of the property for any joint tenants including the size, type and any specific features or adaptations to the property
- f. The evidence provided by the prospective sole tenant for example but not limited to, proof of residence, proof of eligibility for an allocation, proof of immigration status
- g. Any other relevant factors in the circumstances of the case that are relevant to their suitability to be a sole tenant

If NCH decide that a new sole tenancy can be granted, the existing and remaining tenant will have to complete the relevant paperwork as set out in the Changes To Tenancies Policy. If the decision is to refuse the granting of a new sole tenancy, the remaining sole tenant will be given advice and assistance on re-housing options.

### 9.3 Assignment to a qualifying successor (sole to sole)

In certain circumstances, tenants may have the right to assign their tenancy to another person who would be entitled to succeed on a tenant's death with NCH consent and as per the conditions of the tenancy agreement. There can only be one assignment by law and that can only be made to a person who would qualify as a successor to the tenancy. In such cases, tenants will be required to seek permission from NCH and if permission is granted, complete a deed of assignment. Full details are set out in NCH's Changes to Tenancies policy.

## 10 Succession

10.1 This section should be read in conjunction with NCH's Succession Policy the current terms and conditions contained in the Tenancy Agreement. This can be found here <https://www.nottinghamcityhomes.org.uk/about-us/strategies/>

10.2 In the event of a death of a tenant, an occupant residing in the property may have the legal right to take over the tenancy. This is known as succession.

10.3 There can only be one succession in law in England.

Successions include;

- By way of survivorship in the case the joint tenants where one of them has died.
- Upon a tenant's death according to statute.
- Upon assignment to someone entitled to succeed upon death.
- Where the deceased tenant became the tenant of the property by way of exchange and he/she was a successor to the tenancy which he/she assigned in exchange.

If succession takes place, then it is the existing tenancy as it stands that is taken over by the successor;

- Subject to existing arrears or rent credits
- Subject to existing legal notices
- Subject to all rights and responsibilities under the tenancy agreement
- Subject to any rights to compensation for the previous tenant's improvements.

10.4 The deceased tenant must have been living at the property as their principal or only home at the time of their death.

10.5 Any joint tenant will succeed the tenancy automatically on the death of the other joint tenant.

10.6 Where there is no joint tenant, a qualifying spouse or partner will take precedence over any other family member for a first succession.

10.7 For secure tenancies granted from April 2012 only the spouse or partner can succeed in law. This follows changes introduced by the Localism Act 2011. For tenants with a secure tenancy before April 2012, the law remains the same in that the spouse, partner or qualified family member can succeed in law.

10.8 For tenancies beginning after April 2012 NCH may grant a discretionary succession to qualifying family members as set out in our Succession Policy. A discretionary succession is defined in this policy as the grant of a new tenancy, not a continuation of the old tenancy. This may be the grant of a new tenancy of the current property or a more suitable property.

10.9 A qualifying spouse or partner will take precedence over any other family member or unpaid carer for the discretionary grant of a new tenancy.

10.10 NCH can seek to move a successor to alternative accommodation where the original property is too large for the successor's household. A potential discretionary successor will also be offered suitable alternative accommodation where the property is too large for their household or is unsuitable for any other reason. This will be decided via a report to NCH Tenancy Management Panel. There are a number of criteria that will be applied to determine whether the current property is suitable. Further information on this can be found in our succession policy.

10.11 Upon the death of a tenant NCH will ensure that all remaining occupiers are given appropriate advice about the right to succession and will treat all cases with the greatest sensitivity.

10.12 NCH will take steps to formally end the tenancy of the deceased tenant where no valid notice is served on NCH and any occupiers will be given the opportunity to make representations about their circumstances before any possession proceedings are issued.

10.13 The full policy and procedure for successions is set out in our Successions Policy.

## **11 Ending tenancies (Introductory)**

11.1 A tenant can end their introductory tenancy at any time by providing a Notice to Quit giving four weeks notice.

11.2 An introductory tenancy will automatically become secure after a period of 12 months (or 18 months if extended) unless steps have been taken to end the tenancy.

11.3 In the event that NCH decides to extend the introductory tenancy, then it must serve a notice of extension to the tenant setting out the reasons for that decision. The tenant will have the opportunity to discuss matters with a Housing Patch Manager or officer from NCH Rents Team. The tenant also has the right to ask for a review of the decision to extend the tenancy. If the decision is upheld, then the tenancy will be extended for a further 6 months. This extension will allow the tenant to put things right (for example, make realistic arrangements to pay off rent or to stop behaviour that is causing a nuisance or annoyance to neighbours).

11.4 In the event that NCH decides to take action to end an introductory tenancy, then it must serve the tenant with a notice before proceedings setting out the reasons for the decision. The tenant has the right to review this decision. If the decision is upheld, then proceedings for possession of the premises may be issued in court.

## **12 Right to Review – introductory tenants and tenancies where the absolute ground is being applied**

12.1 An introductory tenant or a secure tenant where an absolute ground for possession as set out in Section 84A Housing Act 1985 is being relied on, has the right to review a decision by NCH to extend the introductory tenancy or terminate their tenancy.

**12.2 The right to review is a separate process to the complaints process. The complaints process should be pursued if the tenant is dissatisfied with the way NCH has handled an issue or dealt with a tenant. The right to review process should be followed if the tenant requires a review of a decision made by NCH to extend or seek an order for possession of an introductory tenancy.**

12.3 An application for review of a decision to seek possession must be:

- Made in writing
- Made within 14 days of service of a notice of proceedings for possession of an introductory tenancy.
- Made within 7 days of service of the notice, where an absolute ground for possession as set out in Section 84A Housing Act 1985 is being relied on
- Clear about whether an oral hearing is sought. The tenant may make representations in writing in connection with the review, which will be considered by NCH. NCH will inform the tenants of the date it must receive written representations
- Addressed to the City Housing Manager or Head of Rents Team
- Clear about the reason(s) for dissatisfaction with the decision and set out matters that the tenant asks the Panel to take into account in reviewing its decision

12.4 The tenant will be notified of the hearing date and time not less than 5 working days after the receipt of the request for a hearing.

12.5 If the decision to seek possession is upheld, NCC can apply to court for an order to evict the tenant.

12.6 An application for review of a decision to extend an introductory tenancy must be:

- Made in writing within 14 days of receipt of a notice to extend an introductory tenancy
- Clear about whether an oral hearing is sought. If it is, then representations can also be submitted in writing in advance of the review hearing by the tenant.
- Directed to or addressed to the City Housing Manager or Head of Rents Team.
- If the tenant does not wish to have an oral hearing, the tenant can make representations in writing, which will be considered by NCH. NCH will inform the tenants of the date it must receive written representations, which will not be earlier than 5 working days after the tenant receives this information from NCH.
- Written representations must be received at least 2 working days before the review.
- Representations must be clear about the reason(s) for dissatisfaction with the decision and set out matters that the tenant asks the Panel to consider in reviewing the decision

12.7 The tenant will be given at least 10 working days notice of the review by NCH. If an oral hearing is requested, NCH will give the date, time and venue of the hearing.

12.8 All reviews will be carried out by a Senior Manager at City Housing Manager level or above, none of whom are involved in the original decision.

## 13 Ending tenancies (Secure)

### 13.1 Ending tenancies

NCH may take steps to terminate a tenancy whether there have been serious and/or persistent breaches of a tenancy, including the accumulation of rent arrears.

### 13.2 End of a tenancy – by the tenant

If the tenant (introductory, fixed term or secure) wishes to bring the tenancy to an end they may do so by issuing a Notice to Quit (NTQ) or by way of surrender, if NCH agree.

### **13.3 Imprisonment**

If a tenant is imprisoned for period of time, their tenancy will remain unless a court order is obtained to end the tenancy. However, NCH must be informed of this circumstance as soon as is practicable. Rent payments will need to be maintained during this period.

Should a tenant who is imprisoned wish to end their tenancy, they may also do so by serving a Notice to Quit (NTQ) or by way of surrender, if NCH agree.

### **13.4 Abandonment**

NCH aims to re-let properties as quickly as possible in order to minimise rent loss resulting from abandoned properties. NCH recognises the need to have a clear and effective abandonment process to achieve this.

13.5 As a general rule, all NCH employees will be alert to any properties that have the appearance of being empty and will either initiate the abandonment procedure within the timescales set or notify the appropriate person (Housing Patch Manager) to do this on their behalf. Where appropriate, referrals will be made to NCH's Tenancy Fraud investigators for cases to be investigated.

13.6 Before taking repossession of an abandoned property attempts will be taken by NCH to satisfy itself that the house is unoccupied and that the tenant has no intention of reoccupying it.

13.7 All allegations of abandonment will be investigated swiftly and efficiently with particular regard to potential rent loss and void re let times. Comprehensive records will be kept during the investigative process. If NCH is unable to trace the tenant and it appears beyond reasonable doubt that the premises are not being occupied legal action to regain possession may be pursued.

## **14 Ending tenancies – Family Intervention Tenancies**

14.1 NCH will serve a written notice of intent if intending to terminate a Family Intervention Tenancy. This will clearly explain the reasons why we consider a termination to be necessary.

14.2 The tenant will have the right to review this decision. Where a tenant decides to request a review, the right to review process should be followed (please see section 12 of this policy).

14.3 We will seek to terminate the tenancy by serving a notice to quit if:

- The tenant has not requested a review of the decision following the notice of intent

- The tenant withdraws a review request
- A review has been undertaken and the outcome is a decision to serve notice on the tenant.

## 15 Tenancy Fraud

- 15.1 NCH will investigate all reported cases of suspected tenancy fraud.
- 15.2 Where we find evidence indicating that there may be tenancy fraud, we will take action. This may include taking legal steps to recover possession of the property.
- 15.3 We recognise that there may be unauthorised occupants who are unaware that tenancy fraud has been committed. We will give appropriate advice and signposting information in accordance with the Homelessness Reduction Act 2017.
- 15.4 In accordance with the Prevention of Social Housing Fraud Act 2013 and/or Fraud Act 2006, where we find evidence of a criminal offence we will work with Nottingham City Council's Corporate Counter Fraud Team with a view to bringing a criminal prosecution alongside civil prosecution. In cases of unlawful subletting, we may also seek an unlawful profit order.
- 15.5 NCH will ensure it addresses tenancy fraud in accordance with best practice and relevant legislation including, but not limited to:
- The Prevention of Social Housing Fraud Act 2013
  - The Fraud Act 2006
  - The Human Rights Act 1998
  - The Data Protection Act 1998
  - The Housing Act 1996/1985
  - The Equality Act 2010
  - General Data Protection Regulation 2018

### **The Housing Act 1985**

Section 81 of the Housing Act 1985 (Secure tenancies) and Section 124 Housing Act 1996(Introductory Tenancies) mean that in order to remain a secure or introductory tenant, the tenant must live in a property as their only or principle home. Obtaining a Tenancy by false inducement is covered by section 5 of the Housing Act 1985

### **The Fraud Act 2006**

Wilfully misrepresenting circumstances or deliberately misleading someone in order to gain from that misrepresentation may also be a criminal offence within the meaning of the Fraud Act 2006. We may involve Nottinghamshire Police or

Nottingham City Council in bringing criminal proceedings against an individual(s) where it is satisfied that there appears to have been criminal intent.

### **The Prevention of Social Housing Fraud Act 2013**

The Prevention of Social Housing Fraud Act 2013 (POSHFA) creates new specific criminal offences of unlawfully subletting by secure and assured tenants in social housing. This occurs where:

- the whole or part of the property has been sublet,
- the sublet is contrary to the tenancy conditions or,
- the tenant has moved out and the tenant knows the sublet is a breach of their tenancy.

POSHFA gives Nottingham City Council powers to prosecute in cases of unlawful subletting, and enables the court to order the recovery of any profit made through subletting, by awarding Unlawful Profit Orders (UPOs). Any secure or assured tenant convicted of unlawfully subletting their tenancy will lose their security of tenure and the criminal offence of sub-letting carries a maximum sentence of two years imprisonment and an unlimited fine.

15.6 This policy should be read in conjunction with NCH Tenancy Fraud Policy, which provides detailed guidance on how we will investigate and take action on suspected tenancy fraud.

## **16 Pets**

16.1 NCH Tenancy Agreement sets out the basic rules for keeping pets

16.2 All pets must be kept in line with the terms of the Tenancy Agreement and the Pets Policy. This can be found here  
<https://www.nottinghamcityhomes.org.uk/about-us/strategies/>

16.3 NCH recognises the benefits that responsible pet ownership can bring. However, controls must be in place to prevent irresponsible ownership, which can cause suffering to animals and a nuisance to neighbours.

16.4 Applicants for housing are asked to indicate on their application form if they currently keep or intend to keep a pet. This will not prejudice their application unless the applicant intends to keep a pet for which permission will not be granted.

16.5 Permission to keep the following animals will not be granted under any circumstances:

- Dogs listed on the Dangerous Dogs Act 1991
- Livestock
- Endangered species

- Animals listed on the Dangerous Wild Animals Act 1976

16.6 Those tenants who experience nuisance from a neighbour(s) pet, or consider that a neighbour(s) pet is not adequately cared for, are encouraged to report their concerns to their local housing office or Housing Patch Manager.

16.7 NCH will deal with complaints about nuisance caused by pets efficiently and effectively

16.8 If a tenant breaches NCH Tenancy Agreement regarding pets, permission to keep a pet within the property may be withdrawn.

16.9 Anyone mistreating or neglecting their pet will be denied permission to keep any pets.

16.10 NCH policy on pets should be read in conjunction with Pets Policy, which provides information on the action we will take against tenants who do not keep pets in line with the terms of this policy.

## **17 Equality and Diversity**

17.1 NCH will ensure this policy is applied fairly and consistently to all customers. NCH will not directly or indirectly discriminate against any person or group of people because of their race, religion, gender, marital status, sexual orientation, disability or any other grounds set out in the Equality and Diversity Policy. NCH will comply with its obligations under Equality Act 2010 and its Public Sector Equality Duty.

17.2 When applying this tenancy policy, NCH will act sensitively towards the diverse needs of individuals and communities.

## **18 Monitoring performance**

NCH Board and Executive Management Team will receive regular reports on the performance against agreed measures and targets relating to this policy. Performance targets and progress against them will be monitored.

## **19 Policy Review**

19.1 This policy will be reviewed every three years unless there are changes to legislation, regulation, best practice or business need.