

TENANCY AND LICENCE MANAGEMENT POLICY

1. Introduction

This policy sets out the types of tenancy and licence agreements we offer when letting our homes, as well as the conditions under which they are granted. Its aim is to provide clear guidance, ensure the appropriate tenancy or licence is issued, and guarantee that all residents are treated fairly and equitably.

Citizen will comply with the regulatory requirements as set out in the Regulator for Social Housing's Tenancy Standard, including granting those who were social housing tenants on the day on which section 154 of the Localism Act 2011 comes into force, and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to another social rented home, whether with the same or another landlord.

Our colleagues will work within the policy framework and our values while completing this work.

We are committed to the following objectives when letting and managing our tenancies and licences;

- To provide clarity on the circumstances in which we will grant each type of tenancy.
- To offer tenancies which make the most efficient use of our homes and which are compatible with the purpose of the accommodation.
- To have effective controls in place to take appropriate action where tenancies and licences are not being conducted by tenants and licensees in accordance with their agreements.
- To provide flexibility to use appropriate tenancies and licences to fit individual circumstances, notably starter tenancies.
- To ensure services are responsive to the diverse needs of the communities that we work within ensuring that customers individual needs are considered, including making reasonable adjustments for those who are disabled or vulnerable.
- To ensure that we are clear and transparent in respect of customers understanding their rights and responsibilities with regards to their tenancies and the rights and responsibilities of Citizen.

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2. **Scope**

This policy sets out our core principles for managing tenancies and licences. Operating across multiple communities, we recognise the importance of ensuring our tenancy and licence management policy is clear for both current and prospective customers. It is designed to provide flexibility, enabling us to effectively address the specific housing needs of the communities we serve and with each individual customer.

This policy does not apply to any tenant or leaseholder that has an equity interest in their property.

This policy is based on, and reflects, the requirements of our regulator and UK legislation (for more information see Appendix A). In developing this policy, we have also considered the relevant local authority tenancy strategies for areas in which Citizen owns homes.

This policy needs to be read alongside individual tenancy agreements for specific rights and responsibilities.

3. **Policy detail**

This policy is designed to support our vision of “home is our foundation for life”. It sets out how we will deliver a service that offers value for money, complies with law and regulation, and meets the obligations within individual leases and covenants.

3.1 **Tenure**

We offer a range of tenancy and licence types and communicate the terms and conditions and roles and responsibilities within our tenancy and licence agreement to all customers when customers sign their agreements to ensure they are understood. Details of the different types of tenancy and licences and clarity on the circumstances in which we will grant each type of tenancy are shown in Appendix B.

We communicate the terms and conditions and roles and responsibilities within our tenancy and licence agreement to all customers when customers sign their agreements, clearly and consistently to ensure they are understood.

Some of our homes are designated for residents with specific support needs. In such cases, the tenancy or licence agreement specifies that the home is let with the provision of support and that this is fundamental condition of occupancy of the home.

Intermediate Market Rent (IMR) tenancy agreements and Rent to Buy Fixed Term tenancy agreements can be more restrictive and therefore not managed in the same way as our

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general needs tenancies. IMR customers will be clearly communicated with to ensure that this is understood.

“Rent to Buy” is a housing product offered on specific homes. It enables tenants to rent a home on fixed term tenancy basis at an Intermediate Market Rent. The scheme is applicable to homes developed under the affordable homes programme (AHP) 2021 to 2026 and encourages customers to purchase their home after 5 years. Customers may be eligible to purchase within the first 5 years on a shared ownership basis. These customers will be on a fixed term Assured Shorthold Tenancy (AST) IMR for 12 months. After this time their tenancy will convert to a periodic AST.

Customers on Assured Shorthold tenancy do not have the statutory right to mutual exchange, succession and assignment.

We use licence agreements for temporary moves (decants), garages and short-term specialist housing such as our homelessness accommodation.

3.2 Starter Tenancies

New customers in general needs and retirement living homes who have not held a secure tenancy or an assured periodic tenancy with any local authority or registered provider, or an assured shorthold tenancy with us we will offer a 12-month starter tenancy, this will be an assured shorthold tenancy.

The tenancy will be monitored to ensure that new tenants settle into their homes and manage their tenancies effectively. If required additional support will be offered and staff will take prompt action if tenancy conditions are not met.

At the end of the starter tenancy period if the tenancy has been successful the tenancy will convert, automatically, to an assured periodic tenancy. If the starter tenancy period has not been successful and there are breaches of tenancy the starter period will be extended or brought to an end by the serving of the appropriate notice.

In the event Citizen serve a Section 21 (4) notice requiring possession or where we are extending a starter tenancy beyond 12 months, the tenant will be given the opportunity to appeal the decision.

3.3 Decants (Temporary moves)

We may need to rehouse customers due to the demolition or refurbishment of their home. We will ensure that customers affected by such schemes are offered rehousing that is fair

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and timely to ensure schemes are not delayed. Where a permanent decant is required, we will award statutory compensation where appropriate and may consider discretionary compensation dependant on individual circumstances.

Where a move is temporary a customer will move under their existing tenancy and return to their home as soon as they are able.

If a temporary move becomes a permanent one, any new tenancy will offer no less security of tenure than that of the property they left.

3.4 Mutual exchange

Tenants may have the right to exchange their tenancy subject to written consent. We will approve mutual exchange applications provided that none of the grounds for refusing applications, set out in the Housing Act 1985 and the Localism Act 2011, apply. We will only normally allow a mutual exchange to an under occupied property if the tenant is freeing up one or more bedroom in their current home and can afford the rent on their new home.

We are a member of HomeSwapper, a national mutual exchange service which provides tenants an opportunity to advertise their interest in finding a mutual exchange at no cost to themselves.

The customer will take on the tenancy agreement of the property they are moving into. When tenancies are assigned, the incoming tenant accepts the tenancy conditions of the outgoing tenant. Rights may be different under different tenancies.

Customers who need help will be supported in the mutual exchange process and will be provided with information related to tenure, rent and service charge implications.

3.5 Succession

Citizen will administer succession rights as set out in a customer's tenancy agreement and in accordance with any legislation in place at the time that the tenancy commenced. Tenancy Agreements have different terms and conditions associated with succession and the tenancy agreement should always be checked to understand what rights a tenant has to succeed.

Citizen will only allow one succession to a tenancy unless the tenancy agreement allows a second succession.

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3.5.1 Statutory Succession

On the death of a tenant, the deceased tenant's husband/wife, civil partner or same sex partner who is living in the property may be able to take over the tenancy, so long as there has been no previous succession to the tenancy. We are obliged under the law to grant a succession where the criteria for statutory succession is met.

If a claim for statutory succession is made and can be evidenced by the claimant and Citizen is unable to establish a right to succession, the succession will be granted under the terms of the tenancy.

3.5.2 Contractual succession

Citizen's current tenancy agreements do not include any additional contractual rights of succession. However, there are a number of customers who have tenancy agreements where additional succession rights have been given.

The tenancy agreement is the key document to determine if additional succession rights have been granted. The most common example of this in previous Citizen tenancy agreements is detailed below:

If the tenant does not have a partner, then a tenancy, subject to the terms of individual tenancy agreements, could be passed to a close family member.

In the case of assured tenancies, if the successor is a family member, they must be able to prove that they have lived with the former tenant for 12 months prior to the tenant's death and have advised us of the death of the tenant in accordance with the terms set out in the tenancy agreement. The Localism Act 2011 altered the mechanics of the process for contractual succession rights for family members of assured tenants if their tenancies started on or after 1 April 2012. The Localism Act also amended the 1988 Housing Act (s17) to extend the statutory right of succession of Assured Tenants to tenants with a fixed term assured shorthold tenancy of 2 years or more.

Unless the tenancy agreements state otherwise the claim must be made within three months of the death of the tenant. After, this time or the time specified in the tenancy agreement we may refuse the application to succeed.

If more than one family member qualifies to succeed to a tenancy the family should agree who will succeed, if they cannot agree they must apply to court to decide who the tenancy will pass to. Where the Tenancy Agreement says that the Landlord will make the decision Citizen will defer to the court process.

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3.5.3 Succession to property

A family member may have the right to succeed to the tenancy but does not always have the automatic right to remain in the same property as the person who has passed away.

Citizen has a responsibility to ensure that our stock is managed effectively and ensuring homes are available to families who need them.

Unless the tenancy agreement does not allow, where there is a right of succession but the property -

- will be under occupied,
- the property is to be demolished, reconstructed or refurbished; or
- the property has specialist features/adaptations making it suitable for occupation by persons with specific needs and no occupant has those needs; or
- the property is one of a group of properties with an allocation criteria related to special needs or other criteria; or
- the property is overcrowded

We may use Ground 9 Housing Act 1988 to make an offer of alternative accommodation subject to the terms of the tenancy agreement. Unless legally required to do so, we shall not offer more than one succession to any tenancy.

Where a tenancy agreement refers to a Discretionary Succession, we will only consider this in exceptional circumstances. This includes taking into consideration the needs of any vulnerable occupants.

3.5.4 Secure Tenancies

Succession rights for tenancies that began before 1st April 2012 are governed entirely by legislation (the Housing Act 1985). Succession by a spouse/partner or to family members who lived with the tenant for 12 months prior to the date of death, are both statutory succession rights that take effect automatically as at the date of death.

For any secure tenancy that began after 1st April 2012, the family member succession right is only available if it is set out in the tenancy agreement. We may only be able to confirm these once investigations have been made to confirm that the qualifying criteria has been met.

The Localism Act amended the 1988 Housing Act (s17) to extend the statutory right of succession of Assured Tenants with a fixed term assured shorthold tenancy of 2 years or more.

3.5.5 No Succession Right

If there is no right of succession Citizen will advise customers and signpost to alternative accommodation.

3.6 Assignment

We may grant permission for an assignment of a tenancy to take place if the right to assign is specified in the tenancy agreement and any conditions within the agreement have been satisfied.

When tenancies are assigned, the incoming tenant accepts the tenancy conditions of the outgoing tenant. This could mean they are taking on a less secure tenancy and, in these circumstances, we will ensure that they are fully aware of the implications of this.

Unless legally required to do so we will only allow one assignment to take place.

Joint tenancies can be converted to sole tenancies and vice versa provided both tenants agree to the conversion, the rent account is clear and there are no legal actions pending.

When a customer wishes to add another person to the tenancy and become joint tenants the new joint tenant takes on equal rights to the tenancy including the payment of rent and liability for debt.

3.7 Tenancy and Licence Management Checks

Citizen carries out periodic visits to customers to;

- make sure they are receiving all the support, advice and help they need.
- help us, as landlords, to ensure our tenants/licencees are complying with the terms of their individual tenancy/licence agreement, and that our properties and gardens are being looked after in line with those agreements.

We will write to customers to let them know when their tenancy/licence visit will be. It is the customers responsibility to make sure that a visit can take place.

3.8 Tenancy Fraud

Tenancy and licence fraud is a criminal offence. We will use our legal powers and partnership working to detect and pursue tenancy fraud so that homes are available to those that really need them. If an applicant has knowingly or recklessly provided false information and tenancy fraud is proven, which resulted in the allocation of a property they would have not otherwise been entitled to, we will act to recover possession of the property and all costs. We will also report the fraud to all relevant authorities and registered providers who ask us. This may adversely affect any housing application the perpetrator makes to other registered providers.

3.9 Permissions

Customers are expected to request permission for certain clauses contained within their tenancy agreement and we will not withhold consent unreasonably. We will consider the needs of the customer alongside the individual tenancy agreement to determine what permissions are needed. The current assured tenancy agreement requires that customers need our prior permission to:

- allowing anyone who is not listed as a lawful occupier in the particulars of tenancy to move in for more than four weeks;
- keep any pets or animals in the property;
- carry out any changes or improvements to the property;
- make changes to any areas of your home which may contain asbestos, e.g. the scraping or removal of Artex and the removal and laying of floor tiles;
- put up a garage, shed or greenhouse in the garden;
- build a parking space or drive;
- remove, alter or replace any walls, fences, hedges or trees;
- take in a lodger;
- exchange or transfer your home;
- put up a satellite dish or radio or TV aerial;
- make changes or add someone to this agreement;
- fit hard flooring, for example, laminate, tiles or hard wood.

If customers do any of these without our prior permission, we may ask the customer to put things right. If they don't, we may ask a court to give us permission to put it right and claim the costs from the customer.

The Estate and Neighbourhood Management Guidance document on our website provides further details on how this policy is implemented.

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3.9 Exceptions, Complaints and Appeals

In exceptional circumstances we may be able to apply flexibility regarding the restrictions and criteria set out in this policy will be considered in exceptional cases. If a tenant, licensee or applicant wants to make a complaint about the service they have received or a decision taken under this policy this will be dealt with in line with our Complaints Policy.

In the event Citizen serve a Section 21 (4) notice requiring possession, the tenant will be given the opportunity to appeal the decision.

3.10 Ending a tenancy

The tenancy agreement will usually state the notice period required by the customer when they wish to leave their home. This is usually 4 weeks and rent will be due for the remaining 4 weeks even if a tenant vacates early. Notice must be received in writing, this can be by email from the customers registered email account or via their My Account.

Should a customer decide to return their keys before the end of the written notice period, the notice period will still run and we will take this as permission to start void works in the notice period.

3.10.1 Ending a Fixed Term tenancy

Customers on fixed term tenancies will not have the automatic right to terminate their tenancies within the fixed term. If customers do need to terminate during the fixed term they can request to surrender their tenancy and Citizen would determine if the surrender was accepted.

These customers will be on a fixed term AST IMR tenancy for 12 months. After that time their tenancy will convert to a periodic AST IMR.

If Citizen need to end the tenancy either at the end of the fixed term or during the periodic AST Citizen will review with individuals their housing circumstances and provide advice and support to tenants who are not able to purchase.

4.0 Roles and Responsibilities

It is the responsibility of the Board to seek assurance that this Policy is successfully implemented. The Senior Leadership Team and Heads of Service are responsible for ensuring the effective implementation of this Policy and that all staff understand the importance of this policy, the related procedures and that they comply with them.

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Managers are responsible for ensuring that their team have undertaken the appropriate Policy eLearning and training,

Any changes to this Policy must be made in line with the requirements set out in Citizens Standing Orders and our Policy framework.

5.0 Monitoring and Review

This policy will be reviewed every 3 year/s, unless legislation, service delivery or sector developments require otherwise ensuring the policy continues to meet its objectives and take account of good practice developments.

Legal advice will be taken to ensure compliance with legal, regulatory and contractual responsibilities.

Where appropriate service delivery reports in respect of this policy as incorporated into our quarterly reporting suite.

6.0 Equality Impact Assessment

This policy has been subject to an Equality Analysis. Staff working across Citizen have considered the impact of this policy on different groups and communities that we work with. In framing this policy, our staff are committed to not discriminate adversely against any group and will respect the diversity of the communities we are working within.

7.0 Version control

EVERY change made must be logged in the version control and ALL boxes completed.

VERSION	DATE	AMENDMENTS	APPROVED AT/BY	NEXT FULL REVIEW
V 1.0	Sept 2019	Policy updated to Citizen brand format	n/a	
V2.0	Feb 2020	Updated to reflect <ul style="list-style-type: none"> revised Citizen tenancy agreements Tenancy and Licence Management Visits Minor wording changes 	Director of Housing	May 2022
V3.0	July 2020	Updated to reflect the approach to joint tenancies and new policy template	Group Operations Management	May 2022

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			Team Head of Allocations and Lettings	
V4.0		Version not used		
V5.0	Dec 2021	Updated to reflect the revised approach to Housing in an Emergency	Director of Housing	May 2022
V6.0	Jan 2022	Updated with minor changes. Addition of new tenancy type	Director of Housing	
V7.0	Sept 2022	References to lettings have been removed and made into a separate policy.	Director of Housing, Care and Support	August 2023
V8.0	November 2022	Board date changed to November board	Director of Housing, Care and Support	August 2023
V9.0	September 2023	Full 3 year review.	Citizen Board	September 2026
V10.0	February 2025	MOT review. Section on permissions and clarity on ending a fixed term tenancy now included.	Director of Housing, Care and Support	September 2026

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Appendix A

This policy meets the requirements of the Governments regulation of all Registered Social Landlords as prescribed in the Housing and Regeneration Act 2008 and laid down by Homes England in the Tenancy Standard. In summary these require housing associations to ‘let their homes in a fair, transparent and efficient way’. Further details on the Tenancy Standard are available [here](#).

The following legislation influences the conditions and policies set out in this document:

Legislation	Main powers and relevance
Housing Act 1985	<ul style="list-style-type: none"> Contains the grounds that landlords must prove to gain possession for secure tenancies - Schedule II Grounds for Possession Contains Notices Seeking Possession -first stage in possession process (s.83): s82A added by the Anti-Social Behaviour Act 2003 regarding demotion orders Contains the rights of secure tenants
Housing Act 1988	<ul style="list-style-type: none"> Contains the grounds that landlords must prove to gain possession -Schedule II Grounds for Possession Contains Notices Seeking Possession - first stage in possession process (s.8): S6A added by the Anti-Social Behaviour Act 2003 regarding demotion orders Contains the rights of Assured and Assured Shorthold Tenants
The Prevention of Housing Fraud Act 2013	<ul style="list-style-type: none"> Creates offences and make other provision relating to sub-letting and parting with possession of social housing; Makes provision about the investigation of social housing fraud; and for connected purposes
Localism Act 2011	<ul style="list-style-type: none"> New freedoms and tenure flexibilities Mutual Exchange – changes to the type of tenancy granted may differ. May also impact on the tenancy commencement date. New rights and powers for communities and individuals Reform to make the planning system more democratic and more effective Reform to ensure that decisions about housing are taken locally

Appendix B

Social Rent - Social rented housing is owned by local authorities and private registered providers (as defined in section 80 of the Housing and Regeneration Act 2008), for which guideline target rents are determined through the national rent regime

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Affordable Rent (Including Intermediate Market Rent) – are set at 80% of gross market rent values and are inclusive of service charges.

Our tenancy agreements reflect where an affordable rent is being charged.

Tenancy Type	Who this will be offered to	Period of Tenancy
Assured	<ul style="list-style-type: none"> New tenants where we do not issue a starter tenancy. Housing association tenants where the tenancy began on or before 15 January 1989 	Lifelong
Assured Shorthold	<p>Homeless households who are nominated by the local authority for Citizen properties designated as Temporary Accommodation.</p> <p>This tenancy type is offered where the homeless decision has been made by the local authority.</p> <p>Properties let at an Intermediate Market Rent</p> <p>Properties let under the Next Steps and Rough Sleepers schemes</p> <p>Properties let on a Rent to Buy tenancy.</p>	Dependant on scheme
Assured Shorthold Type 2	Offered to tenants housed in certain supported schemes	Dependant on scheme
Assured Shorthold Type 3	Offered to tenants in certain supported housing schemes where there is an agent delivering the housing management service.	Dependant on scheme
Assured Equitable	Offered on the successful completion of a Starter Equitable Tenancy	Dependant on scheme

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Contractual Temporary Accommodation	Homeless households who are nominated by the local authority to Citizen properties designated as Temporary Accommodation. This tenancy type is offered where the homeless decision by the local authority is pending.	Dependant on scheme
Contractual Type 2	As above where tenants are housed in certain supported housing schemes	Dependant on scheme
Contractual Type 3	As above where tenants are housed in certain supported housing schemes where there is an agent delivering the housing management service	Dependant on scheme
Decant – temporary periodic contractual	Tenants who move out of their permanent home into a temporary home to allow for major works to be completed at their permanent address	
Family Intervention	Tenants who are at risk of eviction on the grounds of Anti Social Behaviour	Variable
Licence Excluded	Those who occupy a room within a hostel or supported housing scheme	Weekly
Licence Protected	Those who do not have exclusive possession of the accommodation, but that accommodation is self contained. (Hostel or supported housing)	Weekly
Licence Excluded Managing Agent	Those who occupy a room within a hostel or supported housing schemes where there is an agent delivering the housing management service	Weekly
Licence Protected Managing Agent	Those who do not have exclusive possession of the accommodation, but that accommodation is self contained. in certain supported housing schemes where there is an agent delivering the housing management service	Weekly

Secure	Those who held a secure tenancy with Citizen or prior to amalgamation another Group member immediately before moving within Citizen stock.	Lifelong
Starter	Available for new tenants moving into Citizen general needs property unless <ul style="list-style-type: none"> • They had a tenancy with a Local Authority or other registered provider immediately before the letting • They had a tenancy with Citizen or prior to amalgamation another Group member immediately before the letting 	Tenancy runs week to week for one-year dependant on the conduct of the tenancy however the starter period can be extended by 6 months At the end of the starter tenancy period if the tenancy has been successful we will offer an assured tenancy.
Starter Equitable	Care Leavers will be issued an Equitable Starter Tenancy Agreement, held in trust by CCC until such a time as the young person reaches 18 years old.	Dependant on scheme At the end of the starter tenancy period if the tenancy has been successful, we will offer an Assured Equitable Tenancy.