

TENURE POLICY

Policy Owner
Executive Director of Customer Experience

Accountable Lead
Director of Tenancy Compliance & Management



| Policy Control | |
|---|---|
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Policy Statement

Curo will provide its tenants with the most secure form of tenancy consistent with good financial, asset and tenancy management practices, whilst recognising the needs of individual tenants.

1. Scope

1.1 This policy applies to all rented housing. It does not apply to leasehold housing, including shared ownership.

1.2 The policy applies to all Group companies; however, paragraphs 4.10 – 4.13 and the support commitments in 5.3.3 apply only to Curo Places.

1.3 The policy details the different forms of tenancy that we will use, how we make

the decision which to use in individual circumstances, and what happens when a fixed term tenancy ends.

2. Responsibilities

2.1 The Board and Executive, through the Policy Owner, ensure that the policy delivers Curo's strategic objectives and reflects corporate values.

2.2 The Accountable Lead is accountable to the Executive for the effective implementation of the policy in Curo, so that

- the principles are achieved through appropriate team plans and objectives, and;
- procedures – with appropriate RACIs – translate the policy objectives into practice.

2.3 The Director of Tenancy Compliance & Management will ensure that we have standard agreements drawn up which meet legal and regulatory requirements.

2.4 The Tenancies Manager and the Lettings Manager will ensure that the necessary processes are in place, and are properly managed, so that the objectives of this policy are achieved and the appropriate form of tenancy is used.

2.5 Curo colleagues, principally but not exclusively Lettings Negotiators and Tenancy Advisors, are authorised to sign the standard tenancy agreements and will ensure that tenants understand the agreements they sign.

3. Definitions

3.1 Licence agreements: these are agreements which confer limited rights of occupation and are issued when the tenant will not have exclusive possession, for example in a hostel, or when a high level of care or supervision is required by the resident

3.2 Assured Short-hold Tenancies: these can be periodic or fixed term tenancies. They are issued where there is not a clear intention to offer a home for life, or where there is a need to re-set rent levels between tenancies. They can be ended more easily than an assured tenancy.

3.3 Starter tenancies: these are issued to all new tenants who have not previously held a tenancy with us. They are assured short-hold tenancies which form a 'probationary' 12 or 18 month period of a longer tenancy. Unless action is taken to end them, a further tenancy will be offered or continue.

3.4 Assured tenancies: these are periodic, or 'lifetime', tenancies which are used where there is a clear intention to offer a home for life. This includes 'Protected' tenancies used for those who were tenants at the time of stock transfer from B&NES and transferring within Curo

3.5 Secure tenancies: these are used only for existing secure tenants transferring within Curo who already hold a secure tenancy granted by Redland HA. Secure tenants have security under the 1985 Housing Act (amended by the 1996 Housing Act).

3.6 Assured Shorthold tenancies for minors: these are used for 16-17 year olds.

3.7 Lifetime tenancy: this means an assured periodic tenancy that has no fixed end date, but can be ended at any time by either party giving notice to the other. Notice can be given by the landlord only if one of the terms of the tenancy has been breached or a ground for possession can be proved.

3.8 Fixed term tenancy: an assured short-hold tenancy for a fixed period of time.

3.9 Intermediate rent homes: homes for rent or purchase on shared ownership terms which have been defined as intermediate when funded. These include 'rent to buy' and 'mortgage rescue' homes.

3.10 Social housing: these are homes that are owned by a Registered Provider (Curo Places) and have been let at a sub-market rent.

3.11 Private Rent homes: these are homes let on a commercial basis, usually at full market rents. The policy intends to ensure that these are subject to the usual commercial criteria of the private rented sector.

3.12 Supported Housing: this means housing that is linked to the provision of intensive care and support that is intended to last for a limited period of time.

4. Principles

4.1 We will provide all tenants with a written contract for the occupation of their home. We expect those contracts to be honoured by both parties and we will end tenancies when tenants breach the terms of the contract in a significant way.

4.2 We will grant tenancies 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 stock. We will ensure that the terms of tenancies are fair, and that they provide tenants with statutory and other appropriate rights.

4.3 We recognise the benefits of long term security for:

- individual tenants and their families, and
- the stability and sustainability of a neighbourhood.

Our objective is to use periodic lifetime tenancies wherever possible, and when we use assured shorthold or fixed term tenancies we offer the best advice we can about the nature of the fixed term and potential for it's extension. .

4.4 At the same time, when deciding which tenancy to use we will be mindful of the need to effectively manage our business, our assets and our homes. In particular:

- actively managing our assets, including the disposal of assets and the adaptation of homes, and;
- managing tenancies in a way that makes best use of our stock and achieves the objectives of investment into them.

4.5 We will have clear and transparent criteria for using and offering different forms of tenure.

4.6 We will have clear and transparent criteria for deciding what happens when a fixed term tenancy comes to an end.

4.7 We will be clear about who makes discretionary decisions about the application of this policy.

4.8 We will treat tenants and potential tenants fairly and give clear information and explanations to those affected by decisions about:

- the type of tenancy offered
- the length of a fixed term offered
- the decision not to renew an expired fixed term tenancy.

4.10 When a fixed term tenancy is not renewed we will provide support and practical assistance to the tenant in seeking appropriate alternative accommodation.

4.11 We will comply with regulatory requirements under the Regulator of Social Housing's Home and Tenancy Standards.

4.12 We will be mindful of the strategic tenancy policies of the local authorities in whose areas we own homes.

4.13 We will comply with the provisions of the Localism Act 2011 which protects the tenure rights of existing tenants who wish to exchange homes with another tenant.

5. Application

5.1 Tenure types

5.1.1 We will use the following forms of tenure:

- Assured Tenancy ('lifetime tenancy')
- Assured Short-hold Tenancy (on fixed terms or periodic)
- Assured Short-hold Tenancy as a starter tenancy
- Secure Tenancy
- Licence
- Assured Shorthold tenancy for minors

5.1.2. For our social housing, the default form of tenure is an Assured Tenancy (lifetime). We will use other forms only in the following circumstances:

- Lifetime tenancies (and any fixed term tenancies of more than 5 years) will include a 1 year 'probationary' assured short-hold element, which may be extended to 18 months. An exception is made for existing Curo tenants who have transferred into their new home; where the previous tenancy has been conducted satisfactorily there will be no probationary period.
- For 'keyworker' homes: assured shorthold tenancy of 12 to 36 months.
- For "rent to buy" homes: One year 11 month year assured short-hold tenancy
- For market rent homes: assured short-hold tenancy of 6 to 36 months
- For supported housing: licence or assured short-hold tenancy, except where the support is anticipated to be long term or is not linked to the accommodation
- For a property identified as awaiting disposal or demolition (for example, through our active asset management or development processes) and which we wish to rent prior to disposal or demolition: 1 to 3 year fixed term tenancy.
- 16/17 year olds will be granted Assured Shorthold tenancies for minors.
- An existing Secure tenant holding a Secure tenancy who transfers to another Curo social rent property will retain a Secure tenancy
- In exceptional circumstances, at the discretion of the Director of Tenancy Management and Compliance.

5.1.3 For our private rent homes, we use an assured shorthold tenancy of between 6 and 36 months, in negotiation with, and dependent on the choices of, tenants.

5.1.4 Our tenancy agreements will be fair, and we will seek independent advice that they comply with fair contract terms regulations. We will grant tenants' rights that are appropriate to the form and length of tenure. In particular, rights to:

- Exchange;

- Make improvements;
- Succession

will be appropriate for lifetime tenancies, but not for fixed term tenancies in the limited circumstances in which we make use of them.

5.3 Renewal of fixed term tenancies

5.3.1 Our starter tenancy policy and procedures set out the criteria for ending and extending starter tenancy periods.

5.3.2 Our objective is to renew fixed term private rent tenancies if requested, other than:

- When we intend to dispose of, or make alternative use of, the property;
- When we cannot agree a new rent with the tenant.

5.3.3 In all other circumstances we use fixed term tenancies because we anticipate that the need for, or availability of, the property is limited. We may renew the tenancy where appropriate, for example:

- To give a tenant in a 'rent to buy' property longer to save;
- To provide support beyond the anticipated term;
- Because we have decided to defer the proposed sale or demolition of a property.

5.3.4 We will give at least 6 months' notice to any tenant where it is our intention not to renew a fixed term tenancy (except for market rent tenancies). When we agree renewal it will be subject to continued compliance with tenancy conditions.

5.3.5 We will provide "in tenancy" support for any tenant whose fixed term tenancy will not be renewed and this was known from the outset.

This support will assist in a practical manner to consider their housing options and to look for and bid for suitable alternative accommodation.

5.4 Ending tenancies

We will terminate tenancies and/or seek possession before the end of a fixed term, or during a periodic tenancy where the tenant persistently or significantly breaches the conditions of the tenancy agreement.

- For arrears of rent, as outlined in our income recovery policy
- For anti-social behaviour as outlined in our tenancy solutions policy
- For other breaches, as approved by a Head of Service and consistent with our approach of seeking alternatives before we move to eviction.

5.4 Review and appeal

5.4.1 Tenants or prospective tenants may seek a review of decisions in the following circumstances:

- The decision to offer a fixed term tenancy, or the length of that tenancy: this will be reviewed by a senior officer using a process set out in our letting procedure
- The decision not to renew a fixed term tenancy: if the decision is based on non-engagement or breach of tenancy then the decision will be reviewed by senior officers using the process set out in our starter and fixed term tenancy renewal procedures. For all other reasons the decision will be reviewed by a senior officer using the process set out in our letting procedure.

- Whilst the review is not a legal process, it may be used as evidence in legal proceedings or a review by the ombudsman.

6 Policies and Procedures

6.1 The following policies and procedures support the implementation of this policy, and set out in more detail the processes that will ensure its implementation:

- Lettings policy and procedures
- Starter tenancy policy and procedures
- Fixed term tenancy renewal procedures
- Options appraisal policy and procedures
- Policies and procedures for exchange, improvement and succession

7 Consultation and monitoring

7.1 In developing this policy we have involved:

- Our tenants, through our annual conference and through Voicebox;
- Local authorities in whose areas we manage homes;
- Colleagues involved in the letting and management of our homes

7.2 We will monitor the operation and effectiveness of the policy through our performance management framework.

8. Equalities Impact Assessment

An EIA has been carried out as part of the review of this policy.