

Uttlesford District Council – Tenancy Policy 2022

1. Background

- 1.1 This tenancy policy fulfils the requirements of the Localism Act 2011) to have a tenancy policy. It has been subject to consultation with tenants and Members of Uttlesford District Council.

2. Context

2.1 This Policy outlines Uttlesford District Council's approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions. The policy sets out:

- i. The type of tenancies we will grant and the circumstances in which we will grant tenancies of a particular type.

3. Aims of the Policy

3.1 The aims of this policy are to:

- i. To act to support and sustain tenancies;
- ii. Supporting the development of new homes and sustainable communities across Uttlesford;
- iii. Make the best use of the available social housing stock.

4. Sustaining Tenancies

4.1 We will ensure that all new tenants are provided with clear information concerning the terms of their tenancy agreement and of the consequences of failing to keep to those terms.

4.2 We will intervene at an early stage when we become aware of breaches of tenancy agreements. Following investigations, we will seek to ensure that tenants receive appropriate support to help them keep their home.

4.3 Residents in supported and sheltered housing will have a support plan identifying the type of support needed and these will be reviewed regularly. We will refer vulnerable residents in general needs housing to floating support services or other support services where applicable.

4.4 Where tenants have rent arrears, we will seek possession only where all preventative methods such as financial inclusion advice have been reviewed and exhausted.

5. Taking account of the needs of vulnerable residents

5.1 An equality impact assessment (EIA) has been undertaken on this policy, taking account the different strands of diversity. The EIA will be reviewed whenever this policy is reviewed. The EIA will be available on the Uttlesford Council Website

6. Type of Tenancy to be Granted

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

6.2 On all Uttlesford District Council properties we will grant Introductory Tenancies to all our new tenants, in accordance with our Introductory Tenancy Policy, including properties let at Affordable Rents. Introductory Tenancies will run initially for twelve months. Should there be no breach within the first twelve months of this tenancy, this will automatically convert into a Secure Lifetime Tenancy. Details of our use of Introductory Tenancies are set out in our Tenancy Agreement, along with the arrangement for appeals.

6.3 Secure fixed-term tenancies will no longer be granted to new tenants following expiry of their Introductory tenancy and existing Secure fixed-term tenancies will be converted to Secure Lifetime tenancies except in the following circumstances: -

- a) A possession order has been granted by the court for any breach of tenancy including rent arrears and the breach of tenancy has not been rectified
- b) A Notice of Seeking Possession has been served due to a breach of tenancy on any ground except rent arrears within the preceding 12 months and the breach of tenancy has not been rectified

6.4 We will grant Secure Tenancies to new tenants on all types of permanent accommodation where they already have security of tenure, i.e. they already have an Assured or Secure Tenancy. These could be applicants who are transferring from within Uttlesford Council or from a Registered Provider or have completed a mutual exchange.

6.5 Where Uttlesford District Council properties are let as emergency temporary housing, such as in cases of homelessness, tenants will be granted Non- Secure temporary tenancies.

7 Rents

7.1 Tenancies will be let at rents in accordance with the council's Rent Policy

8 Succession Rights

8.1 These are as detailed in our Tenancy Agreement.

8.2 Succession Policy for tenants whose tenancy started before 1 April 2012 are as follows:-

- i. If you are a sole tenant and are married, then your spouse will automatically succeed to the tenancy provided he or she is living in the property at the date of your death. If you are not married or are separated and your spouse does not live in the property, then if a close relative (as defined by the Housing Act 1985) is living with you at your death and has been living with you for the whole of the twelve (12) months immediately before your death then that person will automatically succeed to the tenancy. These provisions do not apply if you acquired the tenancy yourself upon the death of another person. In such a case no-one can succeed and the tenancy will come to an end. If the successor is a close relative (not your surviving spouse) we may require the successor to move to a smaller property if the existing property would be under-occupied.
- ii. If you are joint tenants then on the death of either of you the tenancy will automatically pass to the survivor
- iii. Wherever there is a change in the identity of the tenant on death (either because of a succession referred to in sub-paragraph 8.2.i above or because the property passes to a surviving tenant as referred to in sub-paragraph 8.2.ii) there can be no further succession to the tenancy
- iv. Subject to very few exceptions a secure tenancy may not be assigned. Some of the permitted exceptions give rise to a situation where the person taking the tenancy will be deemed to have succeeded to it to prevent the possibility of a further succession occurring

9.2 Succession Policy for tenants whose tenancy started after 1 April 2012 are as follows:-

- i. If you are joint tenants then on the death of either of you the tenancy will automatically pass to the survivor.
- ii. Wherever there is a change in the identity of the tenant on death, either because of a succession as referred to below or because the property has passed to a surviving joint tenant there can be no further successions to the tenancy.
- iii. The following provisions do not apply if you acquired the tenancy yourself upon the death of another person. In such a case no-one can succeed to the tenancy and the tenancy will therefore come to an end.
- iv. If you are a sole tenant and are married, in a civil partnership, or living with a partner as if you were married or in a civil partnership, then your partner will automatically succeed to the tenancy provided he or she is living in the property as their only or principal home at the date of your death.
- v. If at the time of death your spouse or partner is not living with you then an immediate family member who is living with you will be allowed to succeed to the tenancy. This is providing they meet all of the succession rules set out under the Housing Act 1985 Part IV, have been living in your household as their only or principal home for at least the **three** years preceding your death and are judged to be in housing need as defined by the council's allocations policy.
- vi. If an immediate family member is eligible to succeed but the property is under-occupied they will be made one offer of suitable alternative accommodation. If the successor tenant refuses to move, then the Council would take Court action to seek possession under Ground 15A of Schedule 2 of the Act.
- vii. If there is more than one family member who is eligible to succeed, in the absence of agreement between the parties who should succeed, the Council will decide who should succeed to the tenancy. There can be no joint succession.
- viii. Subject to a very few exceptions a secure tenancy may not be assigned. Some of the permitted exceptions give rise to a situation where the person taking the tenancy will be deemed to have succeeded to it to prevent the possibility of a further succession occurring.

10. Policy Review

- i. This Tenancy Policy will be reviewed every three years or earlier to address legislative, regulatory, best practice or operational issues.

11. Associated Policies

11.1 The following policies have relevance to this Tenancy Policy:

- i. Allocations/lettings policies
- ii. Rents policy