

TENANCY STANDARD POLICY FRAMEWORK

Cabinet Member(s): Cllr Stuart Penny, Cabinet Member for Housing
Responsible Officer: Simon Newcombe, Corporate Manager for Public Health, Regulation and Housing

Reason for Report and Recommendation: The landlord service, Mid Devon Housing (MDH), is currently reviewing previously adopted policies with the aim of rationalising them and ensuring that they support work to ensure regulatory compliance. To this end, policies are being more closely aligned with each of the core individual Standards within the regulatory framework. Having valid, clear adopted policies in place is a requirement of the Regulator for Social Housing.

Recommendation: That Members recommend the adoption of the updated policies within the overarching Tenancy Standard Policy Framework document to the Cabinet as set out in Annex 1

Financial Implications: The Tenancy Standard Policy Framework will be delivered within existing resources in the Housing Revenue Account (HRA).

Budget and Policy Framework: There are no direct budget implications arising from this report.

Legal Implications: MDH is a social landlord and is registered with the Regulator for Social Housing (RSH), meaning that it is a Registered Provider (RP). The RSH sets consumer standards and the Tenancy Standard is one of these. More information on this is provided in the introductory section of Annex 1 Framework document. The role of the regulator is to intervene where failure to meet the standards has caused, or could have caused, harm to tenants. The legal requirement for this policy is set out in Section 1 of this report.

Risk Assessment: Agreed housing policy provides a framework for decision-making which ensures that customer-facing teams deliver consistency in the discharge of duties to support good housing management. This ensures that both properties and tenancies are managed effectively and reduces reputational risk.

Equality Impact Assessment: This policy takes into account the needs of tenants from a variety of backgrounds as well as people with protected characteristics. An Equality Impact Assessment is conducted for each policy review. MDH will commence work on a tenant survey to ensure that our knowledge is up-to-date.

Relationship to Corporate Plan: This policy is consistent with the overarching vision within the corporate plan, namely 'sustainable and prosperous communities'.

Impact on Climate Change: None relevant to this report

1.0 Introduction/Background

1.1 Under the Localism Act 2011 and the Regulatory Framework for Social Housing in England, Registered Providers must publish clear and accessible policies

which outline their approach to tenancy management, including interventions to sustain tenancies preventing unnecessary evictions and tackling tenancy fraud.

- 1.2 In addition to the Localism Act 2011, the Regulator for Social Housing consumer standards include a Tenancy Standard which outlines further expectations for social housing landlords to address within their policy, specifically the management of mutual exchanges and successions.
- 1.3 A full review of our compliance with the Tenancy Standard started in November 2021 which involved simultaneous reviews of the Allocations Policy, Introductory Tenancy Policy, Tenancy Changes Policy, Tenancy Policy, Leaseholder Policy, Decant Policy and Vulnerability Policy, which are now incorporated into an overarching Tenancy Standard Policy Framework document. A series of staff consultations took place from November 2021 through to June 2022. The draft policies have been made available on the MDH website page, for tenants and other stakeholders to feedback comments and/or suggestions.
- 1.4 A customer access review was completed as part of the Vulnerability Policy update. This exercise enabled officers to assess current practices relating to how we identify, record and monitor vulnerable tenants, suggest improvements to streamline work processes, and review and monitor the data we hold on a more frequent basis, to ensure our housing data is up-to-date.
- 1.5 The policies within the framework have been revised to reflect current legislation and consolidate separate policies documents into one. The aim is to make it easier for tenants to understand and exercise their rights. It also provides a reference point for officers and ensures decisions are made in a consistent way and support greater transparency when it comes to compliance and performance monitoring.
- 1.6 The relevant policies are listed as Appendices within the Tenancy Standard Policy Framework document.
- 1.7 If Members of the Policy Development Group wish to view the existing policies, these are available to view on the Housing webpages on the Council's website (link below).
- 2.0 **MDH Allocation Policy (Appendix 1 of Tenancy Standard Policy Framework)**
- 2.1 The revised policy demonstrates how MDH comply with the regulatory framework by demonstrating how our allocations:
 - Make best use of available housing stock
 - Are compatible with the purpose of housing
 - Contribute towards strategic housing function and sustainable communities
- 2.2 The policy aim is to facilitate the best use of stock and enable MDH to give preference to certain applicants, to meet local supply and demand needs. Local lettings preferences can be applied in some cases, as part of the commitment to building sustainable communities as set out in the Tenancy Strategy.
- 2.3 The update reflects wider policy and legislative changes since its last inception. For example, the Homelessness Reduction Act 2017, Improving Access to Social

Housing for Members of the Armed Forces Statutory Guidance 2020, Domestic Abuse Act 2021, Homelessness Code of Guidance 2018 (updated 2021), and Allocation of Accommodation: Guidance for Local Housing Authorities in England 2012 (updated 2021)

- 2.4 The policy is intended to support the landlord functions of MDH whilst remaining compliant with allocating properties in a fair and transparent way through the Devon Home Choice lettings system.
- 2.5 A range of minor changes are made throughout the policy to improve the wording, remove duplication from the strategic Devon Home Choice policy and reflect updated procedures and practices
- 3.0 **Tenancy Management Policy (Appendix 2 of Tenancy Standard Policy Framework)**
- 3.1 The tenancy management policy sets out in detail how MDH will manage tenancy related matters, in conjunction with the Tenancy Strategy.
- 3.2 The tenancy management policy sets out our approach to:
- The types of tenancies MDH will offer
 - The circumstances in which tenancies will be granted
 - The length of tenancies
 - The approach to tenancy management and sustainment
- 3.3 When a tenant accepts an offer of a MDH property they sign a tenancy agreement which includes a wide range of rights and responsibilities in relation to the occupation of the home. Many of the conditions are prescribed by legislation i.e. right to repair, right to sublet etc., however many other aspects are a matter for the landlord to determine e.g. how many successions are permitted, who can succeed a tenancy, what type of agreements are issued to new tenants etc. The Tenancy Management policy sets out MDH's position with regard to matters over which it has discretion.
- 3.4 This policy consolidates the existing tenancy changes policy, introductory tenancy policy and the tenancy policy in order to harmonise our suite of MDH policies.
- 3.5 The policy reconfirms our commitment to tenancy management through proactive engagement and partnership working, specifically around tenancy fraud and tenancy sustainment.
- 3.6 Amendments have been made to reflect section 79 of the Domestic Abuse Act 2021, which prescribes that for reasons connected with domestic abuse, MDH grants a new secure tenancy to a social tenant who had or has a secure lifetime or assured tenancy.
- 3.7 The policy ensures that MDH adheres to current legislation and provides a reference point for housing officers to make informed and consistent decisions.
- 3.8 A range of minor changes are made throughout the policy to improve the wording and reflect updated practices and job titles.

4.0 Leaseholder Policy (Appendix 3 of Tenancy Standard Policy Framework)

- 4.1 The draft leaseholder policy has been reviewed to reconfirm our commitment to providing leaseholders with a high level of customer service and promoting inclusive engagement opportunities.
- 4.2 The policy has been updated to reflect the Leaseholder Reform Act 2022 which comes into force on 30 June 2022, to fulfil the commitment to set future ground rents to zero on new lease agreements.
- 4.3 The policy reinforces leaseholder rights and responsibilities as well as the responsibilities of MDH as a landlord.
- 4.4 A range of minor changes are made throughout the policy to improve the wording and reflect updated practices.

5.0 Decant Policy (Appendix 4 of Tenancy Standard Policy Framework)

- 5.1 The aim of this policy is to clearly set out what happens when it is identified that a decant is necessary and ensure that consistent decisions are made by officers, whilst supporting our tenants throughout the process
- 5.2 The draft decant policy has been refreshed to ensure that, as much as possible, any disturbance caused by decanting a tenant to alternative accommodation is minimised. A decant is essentially a managed move to alternative accommodation, necessary because the landlord needs to recover the property, for whatever reason.
- 5.3 MDH aims to ensure tenants do not incur any 'out of pocket' expenses as a result of a managed move by way of a decant. The policy details the assistance that MDH is able to provide to such tenants, in accordance with our statutory obligations.
- 5.4 A range of minor changes are made throughout the policy to improve the wording and reflect updated practices.

6.0 Vulnerability Policy (Appendix 5 of Tenancy Standard Policy Framework)

- 6.1 The vulnerability policy has been updated to reflect current practices and relevant legislation.
- 6.2 Identifying vulnerable tenants at the earliest opportunity is critical to ensuring officers are able to provide choices, information and communication that is appropriate to the diverse needs of our tenants, as set out in the Tenant Involvement and Empowerment Standard.
- 6.3 As a result of the customer access review, senior officers will review the training programme available in relation to vulnerability to ensure that it provides those engaged with housing management with the knowledge to enable effective intervention when responding to issues involving the many facets of vulnerability.

- 6.4 An addition is made to the policy to incorporate MDH's approach to 'reasonable adjustments' as set out in the Equality Act 2010.
- 6.5 The Tenancy Standard requires registered providers to take into account the needs of those households who are vulnerable by reason of age, disability or illness, and households with children.
- 6.6 MDH is committed to ensuring that our services are accessible to everyone. MDH will seek alternative methods of access and service delivery where barriers, perceived or real exist, may make it difficult for people to engage or utilise our services. MDH will tailor services accordingly, in line with the provisions of the Tenant Involvement and Empowerment Standard and those outlined within the revised Tenant Involvement Strategy.

A range of minor changes are made throughout the policy to improve the wording and reflect updated practices.

7 Recommendation

- 7.1 That Members recommend the adoption of the updated policies within the overarching Tenancy Standard Policy Framework document to the Cabinet as set out in Annex 1.

Contact for more Information: Mrs Claire Fry, Operations Manager for Housing Services, email: cfry@middevon.gov.uk or Simon Newcombe, Corporate Manager for Public Health, Regulation and Housing snewcombe@middevon.gov.uk

Circulation of the Report:

Members of the Housing PDG
Cllr Stuart Penny, Cabinet Member for Housing and Property Services
Leadership Team
Corporate Management Team
Service/Operations Managers
Legal Services

Useful additional information:

[Tenancy Standard published by the Regulator of Social Housing](#)

[Allocation of accommodation: guidance for local authorities](#)

[Improving access to social housing for victims of domestic abuse](#)

[Leaseholder Reform Act 2022](#)

[Mid Devon Housing - MIDDEVON.GOV.UK](#)

Annex 1 – Tenancy Standard Policy Framework



Tenancy Standard Policy Framework 2022

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Tenancy Standard Policy Framework

1. Policy Framework

1.1 One of the main objectives of the Regulator of Social Housing (RSH) is its Consumer objective: *to make sure that tenants get quality accommodation, have choice and protection, and can hold their landlords to account*. To achieve these objectives, they have a set of regulatory standards that contain specific expectations registered providers of social housing must comply with and the outcomes that providers are expected to achieve.

1.2 There are four core consumer standards which apply to all registered providers of social housing:

Home Standard – quality of accommodation and repairs and maintenance

Tenancy Standard – how properties are allocated/exchanged and terms around tenure

Neighbourhood and Community Standard – issues around neighbourhood and communal areas and anti-social behaviour

Tenant Involvement and Empowerment Standard – customer service and complaints, tenant rights and involvement.

This policy framework covers how we will achieve compliance with the **Tenancy Standard**.

1.3 The Tenancy Standard sets expectations for registered providers of social housing to ensure that homes are let to tenants in a fair, transparent and efficient way.

1.2 The RSH has an important role in intervening when there is a failure to meet the standards, and as a result, it has caused, or could have caused harm to the tenant.

1.3 In accordance with the Tenancy Standard, MDH will offer tenancies which are compatible with the purpose of the accommodation, the needs of individual households, the suitability of the community, and to make efficient and best use of our stock.

1.4 The new Tenancy Standard Policy Framework therefore brings together the following policies:

- MDH Allocation Policy
- Tenancy Management Policy
- Leaseholder Policy
- Decant Policy
- Vulnerability Policy

2. Objective

2.1 The overarching objective of our Tenancy Standard Policy Framework is to provide one clear and accessible document, outlining MDH's approach to tenancy management, outlined by the RSH in the Tenancy Standard framework. This policy seeks to ensure current and future tenancies are managed consistently and supports the aims set out in the Tenancy Strategy.

3. Policies within The Tenancy Standard Policy Framework

3.1 Allocation Policy

This policy has been written to operate alongside the Devon Home Choice (DHC) policy, which covers the strategic elements of the operation of a choice based lettings system, as set out in the Tenancy Standard. MDH allocations policy deals only with exceptions to the DHC policy, which will be applied by MDH in our role as a social landlord.

The policy has been written to:

- identify provisions for assistance with tenants who are currently under-occupying or overcrowding their properties.
- manage the exception cases which operate outside the scope of DHC
- make best use of limited stock by addressing and managing local demands and needs
- frame and align with the DHC policy to ensure clear and transparent allocations
- manage and monitor the use of direct lets or management moves

3.1.1 Please see **Appendix 1** to read the full version of the policy.

3.2 Tenancy Management Policy

This policy supersedes the tenancy policy, tenancy changes policy and introductory tenancy policy. Creating one policy provides a clear and comprehensive policy.

This policy has been written to:

- offer the most secure form of tenure compatible with the purpose of the housing and the sustainability of the community
- meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements
- develop and provide services that will support tenants to maintain their tenancy and prevent unnecessary evictions
- make sure that the home continues to be occupied by the tenant for the duration of the tenancy period
- create sustainable communities
- provide a clear framework for the offer, length and review of tenancies
- have a consistent approach to tenancy amendments and changes
- outline MDH's approach to tenancy termination and fraud
- facilitate increased mobility through promotion of mutual exchanges

3.2.1 Please see Appendix 2 to read the full version of the policy

3.3 Leaseholder Policy

This policy sets out the rights and responsibilities of both the leaseholder and MDH in relation to the management of leasehold properties.

MDH identifies key principles to ensure that leaseholders are provided:

- with timely and accurate information regarding responsibilities and services
- with information about service charges and ground rents and ways to pay their annual service charge bill
- clear information on how to make a complaint, should a leaseholder feel that the service they have received has not met the required standard

3.3.1 Please see **Appendix 3** for the full version of the policy

3.4 Decant Policy

This policy sets out how MDH will manage the decant process effectively, providing clear information whilst ensuring the tenant is consulted throughout the decant process.

The policy ensures that:

- tenants are consulted about decants
- MDH provides clear information and keeps the tenants informed of the procedures through the process
- tenants needs are considered regarding alternative accommodation
- MDH complies with the Land Compensation Act 1973 when making home loss and disturbance payments
- the policy seeks to ensure that decants are carried out efficiently, with minimal stress and hardship caused to the decanting tenant

3.4.1 Please see **Appendix 4** for the full version of this policy

3.5 Vulnerability Policy

The Tenancy Standard requires Registered Providers to:

- take into account the needs of those households who are vulnerable by reasons of age, disability or illness, and households with children, including through the provision of tenancies which provide a reasonable degree of stability

The policy sets out how MDH will:

- identify vulnerable tenants
- help vulnerable tenants overcome barriers which could prevent tenants accessing our services
- make reasonable adjustments for applicants who are vulnerable or those identified as having additional support needs
- offer advice and support with the provision of support services and signposting when necessary

3.5.1 Please see **Appendix 5** to read the full version of this policy



Allocation Policy

2022

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1. Introduction

- 1.1 It is Mid Devon Housing's (MDH's) policy to offer applicants a choice of accommodation where possible. This is achieved through the operation of a Choice Based Lettings system, Devon Home Choice (DHC).
- 1.2 Within Mid Devon, there is a high demand for accommodation but a very limited supply of social housing. Whilst MDH is committed to delivering new social homes, there will still be a large imbalance between the number of applicants seeking social housing, and the relatively low number of properties which are available.
- 1.3 In this context, the allocations policy allows MDH to allocate this scarce resource as fairly as possible whilst ensuring that everyone has fair access to social housing.
- 1.4 In framing the allocations policy, regard has been given to the Homelessness Strategy and Tenancy Strategy.
- 1.5 The DHC Policy is a separate document which should be read in conjunction with this policy.

2. Aims and Objectives

- 2.1 MDH's allocation policy will deal with local, specific issues outside of the scope of the DHC policy. It will set out exceptions to DHC policy.
- 2.2 In exceptional circumstances, MDH reserves the right to depart from any aspect of this policy.
- 2.3 Any decision to depart from the policy will be taken by the Operations Manager for Housing Services.

3. Background

- 3.1 MDH has a retained housing stock. DHC is the choice based lettings system adopted by MDH and 10 other local authorities as well as Registered Providers working within Devon. This enables applicants the choice as to which properties they apply for, facilitating opportunities for mobility.
- 3.2 MDH is committed to offering our existing and any future residents the choice in the allocation of social housing within the district.
- 3.3 MDH ensures that whilst the choice is compatible with the needs of the applicant, housing goes to those with the greatest housing need.
- 3.4 MDH recognises that there is a high demand for affordable housing within Mid Devon and this demand cannot be fully met. Consequently, this means that more often than not, those in the greatest need of housing are most likely to obtain social housing.

4. Devon Home Choice

- 4.1 DHC is a choice based letting scheme that is transparent, easy to use and accessible for all. It aims to manage expectations through regular published reports of housing allocations.
- 4.2 MDH coordinates DHC within Mid Devon and maintains the housing register for all partners operating within the area.
- 4.3 The DHC policy sets out the fundamental principles upon which the scheme is based and forms the best part of MDH's allocation policy.
- 4.4 For more information on the DHC scheme please visit:
[Devon Home Choice](#)

5. Legal Context

- 5.1 In developing this policy MDH has followed and fully considered the following:
- 5.2 **Legislation:**
 - The Housing Act 1996, Part 6 as amended by the Homelessness Act 2002 and the Localism Act 2011
 - The Housing Act 1996, Part 7 amended by the Homelessness Reduction Act 2017
 - The Children Act 2004
 - The Equality Act 2010
 - The Domestic Abuse Act 2021
- 5.3 **Statutory guidance:**
 - Allocation of Accommodation: Guidance for Local housing Authorities in England (2012, DCLG) "the Code".
 - Providing social housing for local people: Statutory guidance on social housing allocations for local authorities in England (DCLG, December 2013) "Supplementary Code".
 - Homelessness code of guidance for local authorities (February 2018).
 - Improving access to social housing for members of the Armed Forces (MHCLG June 2020).
 - Improving access to social housing for victims of domestic abuse (MHCLG January 2022)
 - The Right to Move and social housing allocations (MHCLG March 2015)
 - The Localism Act 2011 introduced significant amendments to Part 6 of the Housing Act 1996.

6. Allocations

- 6.1 For the purposes of Part 6 of the 1996 Act, a local authority allocates accommodation when it:
 - Selects a person to be a secure or introductory tenant of accommodation held by that authority
- 6.2 The following are not allocations under this policy:
 - Succession to a tenancy on a tenant's death pursuant to s89 Housing Act 1985
 - Assignment of a tenancy by way of mutual exchange

- Assignment of a tenancy to a person qualified to succeed to the tenancy on the tenant's death
- Transfer of the tenancy by a court order under family law provisions or under the Civil Partnership Act 2004
- An introductory tenancy becoming a secure tenancy
- A person being granted a family intervention tenancy
- Provision of non-secure temporary accommodation in discharge of any homelessness duty or power

7. Verification Checks and Offers

- 7.1 If an applicant is successful with their bid on DHC, a verification check of their housing application will be completed. This ensures the applicants housing circumstances reflect that stated in their application, and that their banding and bedroom need is correct.
- 7.2 A provisional offer will be sent, requesting documentation from the applicant in order to verify their housing need. The information that we request is as follows:
- Proof of ID (for all household members)
 - 5 years address history
 - Bank statements for all accounts held
 - Proof of benefits or income
 - Tenancy reference
- 7.3 When an applicant has been provisionally offered a property, their application will be set to 'bid shortlisted' and they will not be able to bid on any other properties, until they have accepted or refused that offer of accommodation.
- 7.4 Once all information has been received and verified, a formal offer will be sent to the applicant.
- 7.5 The applicant will get an opportunity to view with property with the Allocations Officer. At the viewing the Officer will go through a schedule of works and confirm a completion date for the property.
- 7.6 If an applicant accepts an offer of accommodation from MDH, their DHC application will be set to housed and closed.
- 7.7 Should the applicant refuse the property, a refusal reason will be added to the shortlist and the property will be reoffered to the next eligible applicant. Please see the DHC Policy for more information on refusals - [DHC Policy - Refusals \(4.15\)](#)

8. Tenancy Types

- 8.1 New tenants of MDH will normally be offered an Introductory Tenancy for an initial 12 month period.
- 8.2 In exceptional circumstances, it may be appropriate to grant a Secure or Flexible Tenancy. Flexible Tenancies are offered on a 2 or 5 year fixed term.

- 8.3 An applicant will be notified in writing as to an offer of 2 or 5 years and the grounds in which a 2 year fixed term can be appealed.

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- 8.4 Existing tenants of MDH or another Registered Provider, who have been tenants for 12 months or more, will normally be offered a Secure Tenancy.

- 8.5 More information on Tenancy Types can be found in the MDH Tenancy Management Policy

9. Withdrawal of Properties

- 9.1 MDH reserve the right to withdraw properties from DHC at any time. For example, it is possible that some advertised properties may still be awaiting void inspections and may have to be withdrawn if it later becomes apparent that they require extensive maintenance works (major void).

10. Reasonable Preference

- 10.1 The Housing Act 1996 as amended requires all Councils to give 'reasonable preference' in their allocations scheme to groups in high housing need, such as the homeless, people with medical or welfare needs, or those living in overcrowded, insanitary or unsatisfactory circumstances.
- 10.2 The DHC application form incorporates questions to establish whether an applicant is in one of the reasonable preference categories. A full explanation of reasonable preference groups are listed in the DHC Policy - [DHC Policy - Reasonable Preference \(3.9.13\)](#)

11. Local Letting Policies and Priority Bidding

- 11.1 Local Letting Plans serve to achieve agreed objectives, such as minimising the likelihood of anti-social behaviour in certain areas or improving the success rate of integrating young or vulnerable people into general needs housing.
- 11.2 Local Letting Plans are developed on a site by site basis to address the requirements of that specific area.
- 11.3 Local lettings may be used to (this is not an exhaustive list):
- Enable new schemes to be allocated to a mixture of tenants in order to develop a sustainable community
 - Enable an existing community to become more sustainable, by encouraging more working families to move into the area
 - Enable applicants to return to an area where they have a local connection
- 11.4 When a property, advertised on DHC is subject to a local lettings scheme, this will be clearly stated in the advert. The local lettings policy will be available to view on the DHC website.

Priority Bidding:

- 11.5 MDH may advertise properties giving additional preference to specific groups. These specific groups are listed below:
- Allocations to existing MDH tenants (transfers)

- Allocations to homeless applicants owed the main housing duty and living in temporary accommodation provided by the Council
- Allocations to applicants requiring adapted properties
- Preference to larger families if it is a 4 or 5 bedroom property
- Preference to those over 55 years of age if the property was previously categorised as 'sheltered'
- Other specific groups of applicants, determined by MDH from time to time

12. Direct Lets and Management Moves

- 12.1 In certain circumstances, MDH has a discretion to make an allocation of accommodation through a direct let to applicants, or a management move for tenants, without the need to advertise through DHC.
- 12.2 Direct offers/Management moves will be agreed by the Operations Manager for Housing
- 12.3 Illustrative examples of direct lets/management moves are as follows:
- Where a property is needed urgently to deal with an emergency
 - Where in exceptional circumstances an offer is required to prevent the homelessness of an applicant who would otherwise be requiring temporary accommodation
 - Where an allocation is required to ensure protection of the public, for example, following a decision made by a Multi-Agency Public Protection Arrangements meeting or to fulfil agreements made with offender management services, or where an applicant has been referred as part of the witness protection scheme
 - Where a property has been fully adapted/partially adapted and would meet the needs of an applicant/tenant needing that type of accommodation
 - Where an applicant/tenant has a specific need for support/adaptations. If they remained in their current accommodation it would cause unnecessary hardship e.g. unable to meet their basic needs.
 - Hospital discharge – when a vulnerable applicant is to be discharged from hospital who has nowhere suitable available to stay upon their discharge and temporary accommodation is not suitable.
 - Where a property has been advertised at least once and cannot be let from that advert by applying the usual policy, it will be allocated outside of the bidding scheme.
 - High risk domestic violence - in some urgent cases when the Domestic Abuse Partnership identifies that there is a high risk of further abuse to the victim/survivor.
 - Life limiting illness - when an applicant has a life limiting illness and their current home is not suitable for their needs, it may be necessary to re-house them quickly into a home that is suitable.
 - Similar alternative property - when an applicant has been offered a property and it is subsequently discovered that it will not be available to occupy within a reasonable timeframe, or even at all (for example if major works are discovered to be required after the property was advertised) they can be awarded the next property of that type in the area that becomes available.
 - 'Other' exceptionally urgent cases where an applicant/tenant needs to be rehoused
 - The quota of properties made as a direct offer of social housing will be monitored and reported back to the Devon Home Choice Project Lead.
- 12.4 Homeless direct offer – applicants that are homeless and have been accepted under the relief or main duty:
- May be made one suitable offer either within or outside Mid Devon District, regardless of the areas requested by the applicant (unless the applicant(s) are fleeing in which case only areas

considered to be safe will be offered) in order to prevent or relieve homelessness successfully.

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- Offered a property that is not going to be advertised through DHC, as temporary accommodation for an interim period, to relieve the pressure on temporary accommodation use. These properties would be offered on a licence agreement and not as a Part 6 offer.
- MDH may be required by the Housing Options team to hold an empty property, until such time as any appeal has been reviewed and a decision made.

13. Sensitive Lets

- 13.1 Occasionally MDH may agree that an individual property be identified as a 'sensitive let'. For example, if there has been significant anti-social behaviour in the local area and a property becomes available for re-let, it may be advertised as a sensitive let to try and prevent further issues arising.
- 13.2 The DHC advert will clearly state that the property is being advertised as a sensitive let and the preference to a particular group will be stated.

14. Categorised Properties

- 14.1 MDH will advertise properties which were previously specified as 'sheltered' with a preference to those over 55 years of age in the first instance.
- 14.2 MDH will advertise adapted properties with a preference to those with a need for an accessible property in the first instance, to ensure we are meeting the needs of those with mobility issues and making best use of our stock.
- 14.3 MDH will not advertise properties which are categorised for those with a learning disability. When a property of this type becomes available to let, the Allocations Officer will request a report from the DHC Lead, with all those applicants, registered on DHC with a learning disability. MDH will also liaise with the Mid Devon Learning Disability Team to ensure that all appropriate applicants are put forward. The property will then be allocated in accordance with the DHC banding policy and any specific preferences, stated in the advert (for example local connection to Mid Devon or those with a need for a level access shower).

15. Hard to Let Properties

- 15.1 MDH recognise that some properties are harder to let than others. When notice is received on a property that we know to have been hard to let in the past, MDH will look to offer a multiple viewing day to all applicants on the shortlist and then allocate in accordance with the DHC policy.
- 15.2 If we are not able to allocate the property after the multiple viewing day, MDH will look to offer the property as a direct match to a homeless applicant who is owed a main housing duty by Mid Devon.

16. Rent Arrears

- 16.1 The DHC policy stipulates that applicants who owe rent or a tenancy related debt, accrued within the last 2 years will not normally be offered a property and their application placed into the E Band – no housing need.

- 16.2 There may be exceptional circumstances in which rent arrears can be waived in order to allocate a property. MDH will only do this where it is viewed as an exceptional circumstance and where it is fair and just to do so.
- 16.3 MDH reserves the right to exercise discretion (on a case-by-case basis) in relation to levels of rent arrears that would otherwise prevent an offer of accommodation from being made, if it is in the interest of MDH to do so (for example, to reduce void periods of empty properties or to minimise the use of temporary accommodation).
- 16.4 For information relating to the DHC rent arrears policy, please visit – [DHC Policy - Rent arrears \(2.6\)](#)

17.Changes to the Allocation Policy

- 17.1 MDH reserves the right to deviate, expand, change, or alter any element of the allocations policy as and when required to meet changes in housing need, capacity, operational demands, resource and legislation.
- 17.2 From time to time a situation may arise that is not adequately reflected in this allocations policy but the needs or circumstances are exceptional, and cannot be reasonably remedied with the use of management discretion.

18.Prevention of Fraud

- 18.1 It is a criminal offence for any applicant and/or anyone providing supporting information to knowingly make a false statement or knowingly to withhold reasonably requested information relevant to the housing application.
- 18.2 MDH will also seek to obtain possession of any home that has been obtained as a result of fraud. MDH will decide when these provisions apply and when to begin legal proceedings.
- 18.3 Where an applicant provides false information in connection with their application this will be dealt with in line with the DHC Policy - [DHC Policy - Fraud \(4.18\)](#)
- 18.4 It is the applicant's responsibility to inform MDH of any change that could affect the priority that has been awarded. If MDH offer affordable housing to an applicant and, on further investigation, it appears that their circumstances had changed before the offer in a way that affected their housing priority, MDH reserve the right to withdraw the offer.

19.Right to Review

- 19.1 Any applicant has the right to request a review of decisions taken in regard to their application.
- 19.2 The review process is set out in the DHC Policy - [DHC Policy - Reviews \(4.21\)](#)

20.Complaints

- 20.1 Where an applicant considers that they have been treated unfairly or believes that there has been maladministration of the scheme, they can make a formal complaint to MDH.
- 20.2 MDH's complaints procedure is detailed on Mid Devon District Council website: [Feedback and Complaints](#)



Tenancy Management Policy 2022

Appendix 2

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1. Introduction

- 1.1 MDH's Tenancy Management Policy sets out our approach to providing an efficient and effective tenancy management service to our tenants.
- 1.2 It is a requirement of all social landlords to publish a tenancy policy which sets out the types of tenancy that will be offered and how these tenancies will be managed.
- 1.3 This policy combines the previous Introductory Tenancy Policy, Tenancy Policy and the Tenancy Changes policy to provide one combined document that is clear and concise for both tenants and staff.

2. Aims

- 2.1 The aims of this policy are to set out how MDH will manage tenancies in respect of:
 - The types and lengths of tenancies MDH will offer
 - The circumstances which determine the type of tenancy that will be offered
 - How a tenancy can be brought to an end
 - Changes to tenancies
 - MDH approach's to tenancy management, tackling tenancy fraud and tenancy sustainment

3. Related Documents and Legislation

- 3.1 This policy should be read in conjunction with:

- Tenancy Agreement
- Tenancy Strategy
- Homelessness Strategy
- MDH Allocations Policy
- Anti-Social Behaviour Policy
- Rent Arrears Policy
- Allocations Policy
- Devon Home Choice Policy
- Rechargeable Repairs Policy

Legislation:

- The Housing Act 1985, 1988 and 1996
- Localism Act 2011
- Domestic Abuse Act 2021
- Tenancy Standard 2015
- Prevention of Social Housing Fraud Act 2013
- ASB, Crime and Policing Act 2014
- Matrimonial and Family Proceedings Act 1984
- Civil Partnership Act 2004

Documents:

- Reshaping consumer regulations: our principles and approach – RSH
- Social housing regulation – DLUHC

4. Types of Tenancies

Introductory Tenancies

- 4.1 An introductory tenancy is a fixed term tenancy for 12 months. This can be extended by a further 6 months at the discretion of MDH. No further extensions are permitted.
- 4.2 The terms and conditions of an introductory tenancy are broadly the same as a secure tenancy, apart from some key exceptions. [Please see supplement 1](#)
- 4.3 All prospective tenants are informed before their sign up if they are being offered an introductory tenancy and they will have had a draft copy of the agreement, sent in advance of their sign up.
- 4.4 A tenancy review will take place at around 6 weeks from the tenancy start date. This can be done over the phone or via a home visit (where there has been additional support needs flagged) to ensure that the tenant is managing their tenancy, able to maintain their home and that all other aspects of the tenancy are being met.
- 4.5 If additional needs are identified at the 6 week check, the officer will facilitate appropriate support, or signpost to a support agency, to ensure that the tenant is given every opportunity to maintain their introductory tenancy.
- 4.6 At the end of the 12 month period, an introductory tenancy will automatically convert to either a flexible tenancy or a secure tenancy. The only exceptions to this would be when a decision has been made to extend the tenancy, or MDH are seeking possession of the property.
- 4.7 MDH may extend the introductory tenancy by a further 6 months, if there is any breach of the tenancy conditions, set out in their agreements. Tenants have the right to request a review of this decision.
- 4.8 MDH may decide not to allow an introductory tenancy to convert and the tenant will be required to move out. Tenants have the right to have this decisions reviewed by the Operations Manager for Housing Services.
- 4.9 Introductory tenancies can be brought an end more easily than secure tenancies. As long as MDH have followed the correct processes, a court must grant possession to MDH.
- 4.10 Introductory tenancies will not be used where:
 - Someone is a secure tenant of a local authority immediately before the offer of accommodation, or a secure or assured tenant of a housing association; or
 - Where a secure tenancy is being assigned, including by way of a mutual exchange.
 - In exceptional circumstances, where it would not be appropriate to grant an Introductory Tenancy, MDH will grant a Secure or Flexible Tenancy.

Flexible Tenancies

- 4.11 Section 154 of the Localism Act 2011 gives local authorities the power to offer new social tenants flexible tenancies for a fixed term. A fixed term tenancy is a secure tenancy normally offered for a period of 5 years but no less than 2 years in certain circumstances where this is permitted.
- 4.12 Flexible tenancies will be offered for a 5 year period, following a successful 12 month introductory tenancy.
- 4.13 Flexible tenants have the same rights as secure tenants – [please see supplement 1](#). The only exception is that flexible tenants do not have the right to claim compensation for any improvements carried out at the property.

- 4.14 Flexible tenants will be reviewed before the fixed term is due to expire. This review will determine whether or not a further flexible tenancy is issued.
- 4.15 Factors that are taken into account when conducting the flexible review will include (but not be limited to):
- Household income / financial resources – as set out in the Devon Home Choice Policy
 - Household composition – if the property is under or over occupied it may not be appropriate to issue a further tenancy at the same property
 - General tenancy conduct such as serious rent arrears or ASB
 - If the property has been adapted for someone no longer living in the property
- 4.16 Following review, the options available are:
- Offer a further flexible tenancy at the same property
 - Offer a further flexible tenancy at a different property
 - Offer a secure tenancy
 - Not offer any further tenancy and require the tenant to vacate the property
- 4.17 If a further tenancy is offered, it will normally be for another 5 years. MDH may offer a reduced period of 2 years if there is a need to balance the household against local housing demand. This would be the case if the household compositions is likely to change significantly within the next 2 years.
- 4.18 A decision notice will be issued to the tenant with a full explanation given as to the decision that has been reached. If the decision is not to issues a further tenancy, details of advice and assistance will be made available to the tenant.
- 4.19 Tenants will have the right to request a review for all options above (apart from where a further flexible tenancy is offered at a different property). The review process will be in line with the Flexible Tenancies Regulations 2012 (Review Procedures).

Secure Tenancies

- 4.20 A secure tenancy is a lifetime tenancy, meaning it cannot expire and can only be brought to an end if one of the following occur:
- the tenant serves a valid Notice To Quit (NTQ)
 - the tenant offers a [surrender of the tenancy](#) which is accepted by the landlord
 - one of the tenant or landlord conditions of a secure tenancy ceases to be met
 - the tenant loses the secure tenancy by [subletting the whole property](#)
 - the tenant is demoted to a [demoted tenancy](#)
 - a court order for possession takes effect under one of the grounds specified in the [Housing Act 1985 \(legislation.gov.uk\)](#)
- 4.21 MDH will grant a secure tenancy if the applicant was a tenant of a social landlord, prior to taking a tenancy with MDH.
- 4.22 A secure tenancy gives the tenant security of tenure and the following statutory rights as shown in [supplement 1](#)
- 4.23 A person under the age of 18 cannot legally hold a tenancy. In cases of minors seeking tenancies, MDH will require another member of the minor's family or another trusted adult to hold the tenancy in trust until they have reached the age of 18 when they tenancy will pass to them.

Demoted Tenancies

- 4.24 A demoted tenancy is a flexible or secure tenancy that has been demoted by a court order to a tenancy with the status of an introductory tenancy.
- 4.25 MDH will consider the use of demoted tenancies as part of our response to dealing with and tackling anti-social behavior.
- 4.26 A demoted tenancy will remain for 12 months and during this period, the tenancy will be monitored closely. If the tenancy has been conducted satisfactorily, it will revert to its original status i.e. Flexible or Secure.
- 4.27 Where a flexible tenancy has been demoted, and the demotion period completed satisfactorily, a notice will be served before the end of the demotion period, informing the tenant that the tenancy will be a flexible tenancy, specifying the length of the fixed term and any other express terms of the tenancy.

Licence Agreements

- 4.28 MDH offers licence agreements to people who are being housed temporarily under the Council's homelessness duties. They are generally used for interim accommodation.
- 4.29 There may be other situations where a licence may be used; for example, if someone needs to be urgently moved by way of a decant into temporary accommodation. However, decisions relating to this will take account of all relevant circumstances, and other forms of tenure may be more appropriate.

5. Ending a Tenancy

Where a Tenant wishes to end the Tenancy

- 5.1 A tenant may decide at any time that they wish to end their tenancy. They can do so by giving MDH 4 weeks notice in writing'. This is known as Notice to Quit and has to be completed in a prescribed format, (please contact MDH if you wish to give notice to end your tenancy), MDH will send you the prescribed form via email or in the post, but this must be returned with your signed signature, a typed signature will not be deemed legally binding. Terminations can be hand delivered, a photo taken of the written document and emailed to us at htenancy@middevon.gov.uk . If notice is being given by someone who is not the tenant, we will need to see the original Power of Attorney or a Will showing the person signing the notice is named as either executor or administrator of the will.
- 5.2 Once the termination has been received, the notice becomes effective on the Monday and all tenancies will end on a Sunday four weeks after the effective date. Rent will still need to be paid, up until the end date of the notice
- 5.3 When leaving, all tenants must give vacant possession which means the property must be left clean and clear as per the terms in the tenancy agreement. If the property is not left in a satisfactory manner, the costs of cleaning and clearing will be recharged to the outgoing tenant.

- 5.4 If a tenant serves a NTQ and then changes their mind, the notice cannot be retracted. Once notice has been served it cannot be withdrawn, it would be at MDH's discretion to grant a new tenancy at the end of the notice period if this was requested, and there is no legal obligation for us to grant this. We consider an individual's circumstances, whether the property has already been advertised for letting and offered to someone else would impact on our ability to agree a new tenancy.

Where MDH wishes to end the Tenancy

- 5.5 MDH seeks to support tenants in maintaining their tenancies but will take action to end tenancies in circumstances where:
- The tenant has breached their tenancy conditions
 - The tenancy has been obtained fraudulently
 - MDH needs the property for a redevelopment or regeneration scheme
- 5.6 The tenant will be referred at the earliest opportunity to the Housing Options Team for advice and assistance.

6. Death of a Tenant

- 6.1 In the unfortunate event of a death of a tenant, the tenancy can be transferred to an eligible family member. This is called a succession and based on the legal requirements as to who is deemed a successor tenant under the Housing Act 1985 and the Localism Act 2011.
- 6.2 Whilst a family member may succeed to a tenancy this does not mean they can automatically remain in the home. MDH will work with the successor tenant considering their individual circumstances and either allow continuation of the tenancy at the property they have resided in, or offer a suitable alternative that meets their housing need.
- 6.3 If there is no eligible family member to succeed the tenancy, MDH will end the tenancy by serving notice. You will be signposted to complete a Devon Home Choice Application to assess your housing need and encouraged to contact Housing Options at Mid Devon District Council to offer appropriate housing advice where there is no legal right to succeed the tenancy.
- 6.4 MDH Neighbourhood Team Leader, Housing Options Officer, Allocations Officer, Income Officer and Estates Officer will request relevant information to your case, to establish your housing need. They will collectively decide on the appropriate course of action. Contact will be maintained to ensure that you are kept informed of the progress of your case.
- 6.5 Once we have vacant possession of the property, an inspection will be carried out. If there are any rent arrears or other monies owing, for example, recharges, these will pass to the deceased's estate. If the tenant left a will, MDH will make a claim to the tenant's executor.

7. Assignment

- 7.1 An assignment is the legal way in which a tenancy can be passed from a tenant to someone else:
- by way of a mutual exchange (excluding introductory tenancies)
 - following a court order obtained under matrimonial proceedings or civil partnership proceedings
 - the proposed assignee would be eligible for housing under the Devon Home Choice Scheme and MDH's Allocation Policy

- 7.2 MDH will allow both flexible and secure tenants to assign their tenancy to another person. The assignment will only be made to a person who would be entitled to succeed to the tenancy should the tenant have died immediately before the assignment.
- 7.3 Assignments use up the right of succession and a tenancy can only be succession or assignment. If someone was granted their tenancy as a succession, they will not be able to carry out an assignment.
- 7.4 Tenants wishing to assign their tenancy must apply to MDH in writing. Unauthorised assignments are a breach of tenancy and legal action will be taken to remove unlawful occupiers. Costs associated with this will be the tenant's liability.
- 7.5 Where MDH receives an application to assign a tenancy, a decision within a reasonable timescale, upon receipt of all of the required information
- 7.6 MDH will only withhold consent on the following grounds:
- The existing tenant succeeded to the tenancy
 - The tenancy was assigned to the existing tenant
 - MDH is in the process of taking legal action to recover possession of the property
 - The person the tenant wished to assign the tenancy to is not a person who would be entitled to succeed to the tenancy, if the tenant died immediately before the assignment
- 7.7 In instances where the MDH withholds consent to the proposed assignment this will be in writing, advising the tenant of the reasons for the decision.
- 7.8 In instances where MDH provides consent to the proposed assignment, this will be in writing. The tenant and the assignee will be invited to sign the deed of assignment. MDH will advise the assignee of their rights and responsibilities as a secure tenant, the date the tenancy was commenced and the balance of the rent account.
- 7.9 The assignee is regarded as a successor tenant.

8. Succession

- 8.1 When a tenant dies, another family member may be entitled to inherit their tenancy. In legal terms, this is called a succession. It is only possible to have one succession per tenancy.
- 8.2 On being advised of the death of a tenant who doesn't live alone, MDH will undertake investigations to establish whether the right of succession exists and whether the person(s) who lived with the late tenant are entitled to succeed to the tenancy. Succession will only be granted to someone who is entitled to succeed to the tenancy. The person succeeds the tenancy and not the property.
- 8.3 A person is qualified to succeed to the tenancy if they occupy the home and have done so for at least 12 months prior as their only or principal home at the time of the tenant's death and is either:
- the tenant's spouse or civil partner; or
 - the tenant's cohabitant and has resided with the tenant throughout the period of the 12 months ending with the tenant's death; or
 - another member of the tenant's family who has resided with the tenant throughout a period of the 12 months.

- 8.4 A person is considered to be a family member if their relationship was one of the following: the tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.
- 8.5 For secure tenancies created after 1 April 2012, there is no right for a family member to succeed, unless the tenancy agreement allows it. In normal circumstances, the following members can succeed a tenancy after 1st April 2012:
- Husband/Wife
 - Civil partner
 - Co habiting partner
- 8.6 **To succeed the tenancy, MDH will check:**
- The date the tenancy started
 - If the individual is one of the persons listed above
 - Whether the deceased was using the home as their main or principle home up until the date of death for at least 12 consecutive months prior to the death
 - The successor was also living at the home during this period, whilst married, in a civil partnership or co habiting.
- 8.7 **MDH will not agree to a succession in the following situations:**
- If the applicant is unable to prove that they are a family member or that they live/had lived at the address.
 - If the tenancy has already been succeeded as it cannot be succeeded again. This also applies if there has been an assignment of the tenancy.
- 8.8 Eligible successors to the tenancy will have the same tenancy as the person who dies.

9. Succession and Under-occupation

- 9.1 In cases where the successor is a close family member (as above) and the property they occupy is considered too large or unsuitable, MDH will offer a tenancy of a suitable alternative property.
- 9.2 If the successor is occupying a property which is considered too large or unsuitable, MDH make a suitable alternative offer of accommodation. This may be done through a direct let or via the Devon Home Choice scheme.

10. Sole and Joint Tenancies

- 10.1 MDH offers both sole and joint tenancies to new tenants moving into one of MDH's properties.

Sole Tenancy

- 10.2 A sole tenancy is where one member of the households signs the tenancy and is responsible for ensuring anyone living within the property fulfils the responsibilities set out within the tenancy agreement. Where there is a breach of tenancy, the sole tenant will be accountable, even if the breach was caused by a member of the household or guest.

Joint Tenancy

- 10.3 A joint tenancy is where more than one person has responsibility for meeting the requirements of the tenancy agreement. Each tenant has equal rights to the tenancy.
- 10.4 MDH will offer a joint tenancy to a maximum of 2 people. The tenancies listed above could be granted a joint tenancy based on the following circumstances:

- The proposed joint tenants are both eligible for housing as defined by legislation and
- Where the proposed joint tenants are married or civil partners or
- Where the proposed joint tenants live together and the relationship is an 'established'

Converting a sole tenancy to a joint tenancy

- 10.5 Requests from existing sole tenants that wish to add another person to their tenancy, creating a joint tenancy will be considered on a case by case basis at MDH's discretion. It is important to seek independent legal advice if you are considering requesting a joint tenancy.
- 10.6 Applications for a sole to joint tenancy will be refused under the following circumstances:
- The household cannot provide proof of marriage or civil partnership, or of joint residency for at least 12 months prior to the application
 - There is outstanding action against the household for a breach of tenancy
 - There are outstanding rent arrears
 - There is a history of tenancy breaches
 - The tenancy has been demoted
 - The applicant is already named on another a tenancy
 - The tenancy has already been assigned to the sole tenant
 - The tenancy has been succeeded to by the sole tenant

Converting a joint to sole tenancy

- 10.7 In some situations, a household may wish to convert their joint tenancy to a sole tenancy. MDH will check whether this is lawfully possible under [Section 91 of HA 1985](#)
- 10.8 The tenant who wishes to remove themselves must complete a notice to quit on our prescribed form requesting to end the tenancy. If your tenancy is a flexible, demoted or introductory notice will be required from both joint tenants. If your tenancy is secure then any one joint tenant can end the tenancy, this puts the joint tenant at risk of also losing their home.

A notice will be accepted for flexible tenants where:

- Both parties agree
- There are no outstanding breaches against the tenancy
- There are no outstanding rent arrears
- The home has been adapted for the leaving tenant

A notice will be accepted for secure tenants where:

- One party signs the notice
- There are no outstanding breaches against the tenancy
- There are no outstanding rent arrears

If the other joint tenant wishes to remain at the property they may do so whilst we establish the following under use and occupation, a weekly charge equivalent to the rent will be charged for the duration of occupation, this is known as Mesne Profits:

- Register with Devon Home Choice
- Provide relevant support evidence
- Provide household occupant information

MDH will check the remaining occupants eligibility for social housing by:

- Assessing your eligibility for the property size
- Ensuring that you do not have capital above the amount permitted under the Devon Home Choice Policy.
- Whether you are eligible to remain at the property
- We will consider what tenancy type to award you, (we do not have to give you the same tenancy that you held previously, this is at MDH's discretion)

10.9 MDH may consider offering a property to one joint tenant after the tenancy has been terminated by the other joint tenant. A feature of a joint tenancy is that it can be brought to an end by one of the joint tenants, acting unilaterally. There may be circumstances where one joint tenant does this with unfair consequences for the other joint tenant, e.g. following a relationship breakdown. In such circumstances MDH may agree to grant the other joint tenant a sole tenancy of the property, or of another vacant property.

11. Change to Household

11.1 Tenants are responsible for telling MDH of any changes to their household. This includes people moving in, people moving out, or the number of children in the property. If a tenant marries or changes their name, MDH will require evidence of this before updating a tenancy record. The following documents would be accepted as evidence:

- Passport / Driving licence
- Certificate of marriage, civil partnership or divorce/dissolution
- Confirm of name change by Deed Poll

12. Mutual Exchanges

12.1 A mutual exchange is where one tenants can 'swap' their tenancy with another tenant.

12.2 All MDH secure and flexible tenants have to right to do a mutual exchange with another MDH tenant or a tenant of another social landlord.

12.3 A mutual exchange is the process through which secure and assured tenants can assign their tenancy to another secure or assured tenant. Flexible tenants can also apply to exchange homes this way and there are provisions in place when a flexible tenants wishes to exchange homes with a secure tenants with a tenancy that came into effect prior to 1 April 2012.

12.4 Secure or assured tenants whose tenancy commenced before 1 April 2012 wishing to exchange properties with a tenants holding a flexible or fixed term tenancy are entitled to have their exchange granted through a surrender and re-grant of a new tenancy.

12.5 MDH encourages the use of mutual exchange for tenants who wish to downsize, upsize or who want to move to another location.

12.6 MDH will ensure that tenants who wish to mutually exchange are aware of any implications to their tenancy, such as:

- Any rent changes
- Any changes between security i.e. secure or assured status
- Any implications on the Right to Buy

12.7 MDH uses the [HouseExchange](#) website to allow tenants to advertise their property.

- 12.8 Once MDH receives the application form, for all parties to the exchange, the application will be processed, a property inspection completed as well as an electrical check. A letter will need to be signed confirming acceptance of the new property and its current condition.
- 12.9 If the tenant is moving to a home owned by another landlord, MDH will provide a tenant reference and will request a reference for the incoming tenant.
- 12.10 An exchange can only happen once permission has been given from all landlords. If for any reason, the exchange is not approved, the reasons for the refusal will be put in writing to the applicant.
- 12.11 Examples of when an exchange may be refused can be found in [supplement 2](#)

13. Granting of a Discretionary Tenancy

- 13.1 MDH may consider a discretionary tenancy in exceptional circumstances. Any new tenancy will be granted at the discretion of the Operations Manager for Mid Devon Housing and in accordance with the Devon Home Choice Policy and MDH Allocation's Policy.
- 13.2 There are circumstances where we may consider granting a discretionary tenancy:

If no succession rights exist:

- MDH may consider the granting of a discretionary tenancy of the current property. This will be an introductory tenancy and will be let in accordance with MDH's allocation policy and Devon Home Choice scheme.
- Each case will be considered on its merits following receipt of a written request to remain in the property, which must be received no later than two months after the tenant's death. We may also consider use and occupation for a short time to allow the occupant to find alternative accommodation.

14. Tenancy Sustainment

- 14.1 MDH is committed to helping tenants to maintain their tenancy and offers a variety of ways to support tenants in achieving a successful tenancy.
- 14.2 MDH expects our tenants to maintain their property in accordance with their tenancy agreement.
- 14.3 MDH will monitor the condition of homes and neighbourhoods by carrying out regular neighbourhood walkabouts and tenancy home checks. MDH will take appropriate action to resolve any breaches effectively.
- 14.4 Where a tenant has been identified as needing additional support, the tenant will be sign-posted to external agencies such as the CAB, CHAT or floating support services.

Tenancy Home Checks

- 14.5 MDH will utilise tenancy home checks to touch base with our tenants and ensure that we are delivering a good quality service. It will also provide an opportunity to:
- Update our tenant profiling, identify vulnerable tenants and offer referrals to appropriate support services when necessary
 - Pick up any repair issues and ensure the property has not been damaged or used unlawfully.
 - Ensure that our tenants are aware of the different ways they can get in touch with us and how they can be involved in tenant engagement activities.
 - Identify any potential fraud

15. Tackling Tenancy Fraud

Tackling Tenancy Fraud

- 15.1 MDH will take action against any tenant found to be committing tenancy fraud. Examples of tenancy fraud include:
- Unauthorised sub-letting
 - Right to Buy fraud
 - Non-occupation by the tenant
 - Anyone obtaining a social tenancy fraudulently
- 15.2 MDH's approach is to comply with the Regulatory Framework, and take action to prevent fraud and ensure that our housing stock is only occupied by those with a legal right to be in residence.
- 15.3 MDH will work in partnership with our council departments and external agencies to tackle reports of fraud
- 15.4 Where appropriate, MDH will publicise cases of tenancy fraud
- 15.5 MDH will take enforcement actions to stop tenancy fraud and ensure social housing is being used for its intended purpose
- 15.6 MDH will continually look to improve our performance on tackling tenancy fraud.

16. Lodgers and Sub-letting

- 16.1 MDH recognises that there may be situations where a tenant wishes to rent out a room in their home and in this case the new occupier will be a lodger. Tenants may decide to rent out a room in the interests of relieving loneliness or for help with household bills. Tenants can take in lodgers without the consent of MDH provided this does not overcrowd the premises. Tenants would be expected to notify MDH with household details.
- 16.2 When the tenant ends the tenancy by giving a NTQ, lodging arrangements granted by the tenant end at the same time as the tenancy.
- 16.3 As per the terms of the Tenancy Agreement, tenants are not permitted to sub-let the property. It must be used as their sole or principle home.

17. Overcrowding and Under-occupation

- 17.1 There will be times where a tenant's home has become too big or too small for their needs. When situations like this arise, MDH will work with the tenant, to discuss the options of transferring via the Devon Home Choice, choice based lettings site and also via the mutual exchange site [HouseExchange](#)

18. Vulnerable Households

- 18.1 MDH is committed to providing support for tenants who have language and literacy difficulties as well as those with support needs in line with our vulnerability policy, which is available on our website.
- 18.2 When making decisions to grant, renew, extend or terminate a tenancy, we will ensure that we take into account:

- Any special circumstances and needs of the household who are vulnerable because of a protected characteristic
- Ensure that the needs and circumstances of the tenant are known before making a decision

19. Domestic Abuse

- 19.1 This policy does not aim to cover MDH's policy on domestic abuse. This is a separate policy which can be found on our website.
- 19.2 In situations where survivors of domestic abuse need support to remain in their existing home, and where the perpetrator is a joint tenant, MDH may consider the scope for evicting the perpetrator and allowing the survivor to return to their home with a new tenancy agreement.
- 19.3 We recognise that survivors of domestic abuse who have a lifetime social tenancy (whether a local authority secure periodic tenancy or a housing association assured periodic tenancy) may be reluctant to leave an abusive situation if it means losing their security of tenure.
- 19.4 The Domestic Abuse Act 2021 ensures that lifetime tenants who suffer domestic abuse will retain lifetime security if they are granted a new tenancy by a local authority for reasons connected with the abuse.
- 19.5 This protection applies to survivor who have a lifetime tenancy, or survivor who have had a lifetime tenancy in the past and have fled their social home to escape domestic abuse.
- 19.6 The protection also applies to the survivor of domestic abuse who have a joint lifetime tenancy and who wish to continue living in their home after the perpetrator has left.
- 19.7 The provisions apply to lifetime tenants of local authorities and private registered providers of social housing.
- 19.8 Domestic Abuse survivors have a right to apply as homeless to any council if they do not feel safe in their homes and should speak to the Housing Options Team on 01884 255255 if they wish to apply to Mid Devon District Council as homeless.
- 19.9 If a tenant is experiencing a relationship breakdown Shelter has produced a help guide which will help the tenant understand their rights. More information can be found at [Shelter England](#)

Supporting survivors in MDH homes

- 19.10 Tenants who have suffered domestic abuse may wish to remain in, or return to, their own home, where for example the perpetrator has left or can be removed. Where it is safe to do so, MDH will encourage survivors to return to their home. It is important that survivors are supported to make an informed choice and that an appropriate risk assessment is carried out. They should not be put under pressure to remain in their home in order to reduce pressure on available housing.
- 19.11 Following an assessment of the property, and the needs and circumstances of the household, MDH may be able to make it safer for the survivor and family to remain in the property through the provision of appropriate security measures through the Sanctuary Scheme. These include: reinforced doors and windows, and extra locks; fire retardant letter boxes, smoke alarms and fire safety equipment; alarms, intercoms, and video entry systems; and the provisions of a sanctuary room from where the survivor can call and wait for the arrival of the police.

- 19.12 MDH will inform tenants of the option of applying to the court for an injunction against the perpetrator such as an order prohibiting the perpetrator from molesting the tenant (non-molestation orders), or an order prohibiting the perpetrator from living in the home, such as a transfer of tenancy into a sole name if joint tenants (see section 10.7). Based on individual circumstance, tenants could seek a stalking protection order.
- Further advice is provided at [paragraph 21.36 of the 2018 Homelessness code of guidance](#).

20. Complaints

- 20.1 MDH will deal with complaints in line with our complaints procedure.

21. Training and Awareness

- 21.1 New starters will receive training on our policies and procedures. As and when policies are reviewed and updated, staff are updated appropriately. The Tenant Engagement Team are actively involved to work closely with our Tenants to ensure important messages are relayed.

22. Monitoring and Review

- 22.1 The policy will be reviewed in line with changes to relevant legislation and/or good practice.

23. Equality and Diversity

- 23.1 MDH is committed to all our residents having the opportunity to reach their potential and seek to ensure our services meet all their needs. MDH seek to ensure that no section of our community is excluded from the benefits and opportunities available and that MDH always have regard to the need to eliminate discrimination, harassment, and victimisation.

Tenancy Management Procedures (Supplement 1)

Tenancy Types as part of MDH Tenancy Management Policy



Type of Agreement	What is it and when does MDH grant them?	How can this tenancy be brought to an end
Introductory Tenancy	<p>12 month 'probationary' tenancy granted to new social housing tenants. Regular reviews of the tenancy will take place in the 12-month introductory period.</p> <p>Rights include:</p> <ul style="list-style-type: none"> • Basic tenancy rights • Right of succession and repair <p>Introductory tenants cannot:</p> <ul style="list-style-type: none"> × Make major improvements × Swap with another council or HA tenant × Sublet × Apply to buy the property through the Right to Buy scheme 	<ul style="list-style-type: none"> • By serving a 4 weeks' NTQ • A possession order obtained under one of the grounds listed in Schedule 2 of the 1988 Housing Act • A NTQ served where the property has been abandoned or the tenant no longer occupies the property as their only or principle home <p>If a tenant fails to pass the 12-month introductory tenancy and or a subsequent 6 months extension period, MDH may seek possession through service of notice under section 127 Housing Act 1996 at any time. In these circumstances tenants will be offered the right to review and must inform MDH of their intention to do so, within 14 days of the notice being served.</p>
Flexible Tenancy	<p>Generally granted for a fixed term of 5 years.</p> <p>In exceptional circumstances, MDH may grant a 2 year fixed term. Examples of exceptional circumstances:</p> <ul style="list-style-type: none"> • Where the tenancy is offered as part of a specific scheme or programme where a shorter tenancy 	<ul style="list-style-type: none"> • By acceptance of a Tenants surrender before the end of the fixed term, provided both parties agree • By the Tenant serving MDH 4 weeks' NTQ • A possession order obtained under one of the grounds listed in Schedule 2 of the Housing Act 1988

	<p>term might be appropriate</p> <ul style="list-style-type: none"> • In circumstances determined by the Operations Manager for Housing Services as being exceptional, for example, where the tenant has a history of ASB, non-payment of rent or where there is a change in household profile income or circumstances <p>Rights include:</p> <ul style="list-style-type: none"> ✓ Mutual exchange ✓ Succession rights ✓ Assignment Rights ✓ Make improvements (subject to permission) ✓ Sublet 	<ul style="list-style-type: none"> • A notice served where the property has been abandoned or the tenant no longer occupies the property as their only or principle home <p>Before the end of the fixed term of the flexible tenancy (2 or 5 years) MDH will review the tenant circumstances. In making its decision, MDH will have regard to the following points:</p> <ul style="list-style-type: none"> • Household Profile • Tackling under occupation • Income and savings • Adapted properties • Stock disposal/refurbishment • Mixed communities • Tenancy conduct • Rent arrears <p>If MDH decide not to renew a flexible tenancy, at the end of the fixed term, the tenant will be notified of the reasons for the decision and their right to request a review of the decision.</p>
Secure Tenancy	<p>A lifetime tenancy has no end date. This is the most secure type of tenancy granted. These will be granted to:</p> <ul style="list-style-type: none"> • existing MDH secure tenants, • a secure tenant, an assured tenant of a social landlord, • an introductory tenant who has successfully completed their trial period and • existing secure tenants who need to move or have recently moved from their social tenancy to escape domestic abuse 	<ul style="list-style-type: none"> • By acceptance of a tenants surrender • By the tenant serving MDH 4 weeks' NTQ • A court order for possession takes effect under one of the grounds specified in Schedule 2 of the Housing Act 1985 Schedule 2 of the HA 1985 • If the property is no longer occupied by the tenant as their sole and principle home

	<p>Rights include:</p> <ul style="list-style-type: none"> ✓ Make improvements to your home (subject to permission) ✓ Mutual Exchange ✓ Right to Buy ✓ Succession Rights ✓ Assignment Rights ✓ Right to claim compensation for any improvements carried out ✓ Take in lodgers (subject to permission) 	
Licence Agreement	<ul style="list-style-type: none"> • Agreement for use and occupation • Occupant does not have exclusive use of the property • This agreement provides basic occupation rights • These licences are excluded from the Protection of Eviction Act • Where the occupant does not have exclusive use of the property and shares communal facilities such as a bathroom, kitchen or living space with other occupants (e.g. Ivor Macey House) • For temporary decants • For homeless clients who are provided with temporary accommodation 	<p>Homeless applications will not be subject to protection under the Protection from Eviction Act 1977 when granted a licence to occupy accommodation under the following sections of the Housing Act 1996:</p> <ul style="list-style-type: none"> • Section 188 (accommodation pending inquiries) or • Section 190 (duties to an applicant who has been found intentionally homeless) <p>If there is a breach of the licence agreement, depending on the severity, accommodation can be ended immediately.</p>

Grounds to Refuse a Mutual Exchange as part of the Tenancy Management Policy

(Supplement 2)

Schedule 3 of the Housing Act 1985	Schedule 14 of the Localism Act 2011	Reason	Grounds for refusing consent to exchange
	Ground 1	Rent Arrears	When any rent lawfully due from a tenant under one of the existing tenancies has not been paid
	Ground 2	Breach of Tenancy	When an obligation under one of the existing tenancies has been broken or not performed
Ground 1	Ground 3	Possession Order	A court order for possession or a suspended possession order has been made for either property
Ground 2	Grounds 4 & 5	NOSP served or possession proceedings have commenced for secure tenancy under grounds 1-6	The Landlord has served a notice of seeking possession and the notice is still in force, or possession proceedings have commenced
Ground 3	Ground 7	Under Occupation	The property is substantially larger than reasonably needed by the proposed assignee
Ground 4	Ground 8	Suitability	The property is not reasonably suitable to the needs of the proposed assignee and their household
Ground 5	Ground 9	The property is part of a building that is used for accommodation other than housing accommodation and the property has been part of employment	The property is part of or close to a building that is held for non-housing purposes, or it is situated in a cemetery and was let in connection with employment with the landlord or with the local authority, a new town corporation, housing action trust, an urban development corporation, or the governors of a grant-aided school
Ground 6	Ground 10	Conflict of charity objectives	The landlord is a charity and the proposed assignee's occupation of the property would conflict with the objects of the charity
Ground 7	Ground 11	Adapted Property	The property has been substantially adapted for the occupation by a physically disabled person, and if the assignment went ahead a physically disabled person would not be living there.

Ground 8	Ground 12	Property is let for those with special needs	The landlord lets properties to people in difficult circumstances (other than merely financial circumstances) and the proposed assignee would not fulfil these criteria.
Ground 9	Ground 13	Property is let for those with special needs and the support provision is provided in close proximity to the property	The property is let to people with special needs and there is a social service or special facility nearby to the properties to assist people with those special needs, and if the assignment goes ahead no person with those special needs would be living there.
Ground 10	Ground 14	Property subject to a management agreement	The dwelling is the subject of a management agreement where the manager is a housing association of which at least half the members are tenants subject to the agreement and at least half of the tenants of the dwellings are members of the association, and also that the proposed assignee is not such a member nor is willing to become one
Additional Ground (Housing Act 2004)	Ground 6		An injunction order under section 153 of the Housing Act 1996 or an anti-social behaviour order or a Demotion Order or a possession order under Ground 2 for secure tenancies or Ground 14 for assured tenancies is in force or an application for one of those is pending either against the tenant, the proposed assignee or a person who resides with either of them.
		Apply conditions to the Exchange	For example, clear rent arrears before the exchange takes place
		MDH would be in breach of another agreement	By allowing the exchange, MDH would be in breach of the following agreements in respect of the property: <ul style="list-style-type: none"> ✓ Section 106 local connection restrictions ✓ Any planning agreement restrictions which affect the local allocations or lettings policy ✓ Where there is a head-lease with any covenants binding the tenancy ✓ A Housing and Communities Agency agreement in respect of Affordable Rent
		Exceptional Circumstances	Exceptional circumstances where it would not be reasonable to consent to the exchange

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Leaseholder Management Policy

2022

Appendix 3

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1. Introduction

- 1.1 This policy outlines that way Mid Devon Housing (MDH) deals with the day to day management of leasehold properties. This includes the collection of ground rent, service charges and other associated charges.
- 1.2 This policy, together with the Leaseholder Handbook and leaseholder agreement, ensures that all leaseholders understand their obligations and what they can expect from MDH.
- 1.3 This policy applies only to leaseholders who own a property where MDH is the freeholder, either where they have purchased the property through Right to Buy, or bought it on the open market.
- 1.4 The lease is a contract which details covenants made by each party and includes the provision of payment for services.

2. Legal and Regulatory Framework

- Landlord and Tenant Act 1985 & 1987
- Leasehold Reform, Urban Development Act 1993
- Housing Act 1985 and 1996
- Common hold and Leasehold Reform Act 2002
- Leasehold Reform (Ground Rent) Bill 2022

3. Related Documents:

- Leaseholder Handbook
- Leaseholder Agreement
- Income Collection Policy

4. Definitions:

Leasehold Management covers the range of services provided by MDH to those who own their property on a leasehold basis.

A Leaseholder is a tenant who has purchased a long lease, usually lasting up to 125 years.

Service charges are defined under section 18 of the Landlord and Tenant Act 1985 as “an amount payable by a tenant of a dwelling as part of or in addition to the rent (a) which is payable directly or indirectly for services, repairs, maintenance, improvements or insurance or the landlord’s costs of management (b) and the whole or part of which varies or may vary according to the relevant costs”.

Major works are usually cyclical works to the structure or fabric of the building. This may include external painting or re-roofing, where the lease allows a recharge to be made to the leaseholder to recover costs of the work.

Enfranchisement is a group right for leaseholders to buy the freehold of the building they live in subject to meeting certain conditions.

Lease is a binding contract between MDH and the leaseholder which outlines the rights and duties of both parties.

5. Service Charges

- 5.1 MDH will make a charge for services provided to a block. Examples of such charges are as follows:
- Ground rent
 - Buildings insurance
 - Grounds maintenance
 - Communal lighting
 - Communal heating (Brewin Road)
 - Communal repairs and maintenance charges
 - Management charge
- 5.2 Appropriate notice will be given to leaseholders for service charges. Where there are changes to services provided, or to how they are charged, leaseholders will be consulted prior to their introduction.
- 5.3 However, it is the lease that determines exactly what MDH can charge for. The general principle is that MDH can only charge for a particular service if it is permitted by the lease. These charges must be reasonable as covered in the Landlord and Tenant Act 1985 [section 19](#)
- 5.4 MDH will send leaseholders details of service charges annually. This will include a breakdown of how the annual service charge is calculated as covered in the Landlord and Tenant Act [section 21](#)
- 5.5 Leaseholders that fall behind with payments will be contacted and appropriate action taken for arrears recovery. If for any reason, a leaseholder is not able to pay the service charge within a 28 day notice period, MDH will consider alternative repayment options, dependent on individual circumstances.
- 5.6 Persistent failure to pay service charges could result in legal action being taken, including forfeiture in accordance with the lease.

6. Ground Rent

- 6.1 Ground Rent is set in line with the lease and collected annually alongside the service charge, in accordance with statutory requirements provided within the Commonhold and Leasehold Reform Act 2002. The amount payable is £10 which is payable on the 1st April each year.
- 6.2 As of 30 June 2022, ground rents on new houses and flats which are sold under 'regulated' leases with the exception of retirement properties, ground rent will be charged at "one peppercorn" per year (£nil).

7. Insurance

- 7.1 MDH is required under the terms of its leases to provide a buildings insurance policy for its leasehold properties, the cost of which is recovered through the service charge. MDH will ensure value for money when obtaining buildings insurance so that leaseholders benefit from any cost savings.
- 7.2 Where leaseholders choose to sublet the property they must provide a copy of a formal tenancy agreement for their tenant.

8. Improvements

- 8.1 Leaseholders are responsible for maintaining and repairing the internal parts of their home including maintenance of fixtures and fittings (please refer to your lease for more details). Windows and doors would be the responsibility of MDH, however, leaseholders can request to arrange their own repair or renewal of some external parts, such as doors and windows.
- 8.2 We are supportive of leaseholders wishing to improve their homes. Leaseholders are required under the terms of their leases to obtain written consent from us to make any alterations or improvements. Where permission is refused, we will set out the reasons in writing for our decision. Consent will not be withheld unreasonably.
- 8.3 If it is found that alterations have been carried out to the property without written consent, the leaseholder will be instructed to return the property to its original state.
- 8.4 Any written consent given will be on condition that the leaseholder has provided us with details of the proposed works and subject to meeting conditions, such as obtaining planning permission and/or building regulations.
- 8.5 The future maintenance of any improvements or alterations to the property will be the responsibility of the leaseholder. Any damage caused to adjacent properties due to any works carried out, the leaseholder will be responsible for making good and any costs incurred for putting it right.

9. Repairs and maintenance

- 9.1 We will maintain the external fabric of the building and shared communal areas in accordance with lease obligations. This will include day to day repairs, cyclical maintenance and major works. Under the terms of the lease, we will charge leaseholders for their share of the costs.
- 9.2 A leaseholder may be entitled to a loan to help to pay for major works, subject to qualifying conditions. Under the [Housing \(Service Charge Loans\) Regulations 1992](#), Right to Buy leaseholder's who have bought under the provisions of the Housing Act 1985 have the right to a loan from MDH within the first ten years of their lease.
- 9.3 The loft space within a block of flats remains the property of MDH and should not be used by a leaseholder for any purpose including the storage of goods. Leaseholders who have sole access to a loft can apply to purchase the loft space, however we are under no obligation to sell.
- 9.4 MDH is committed to maintaining its stock and has a cyclical programme of repairs and improvements. When scoping works, decisions are based upon the long term value for money in block maintenance regardless of the proportion of tenanted or leasehold properties.
- 9.5 All works undertaken will be in accordance with the terms of the lease and works which necessitate [Section 20](#) consultation will be dealt with in line with legislation.

10. Breach of Lease

- 10.1 MDH will take appropriate action if and when we become aware of a leaseholder breaching terms of their lease. Breaches may include:

- Non-payment of ground rent, repairs or service charges

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- Unapproved works to the property
- Improper use of the property for illegal purposes
- Failure to maintain or damage to the property
- Anti-social behaviour, including harassment or neighbour nuisance

10.2 MDH will try to work with the leaseholder to resolve any issue raised. Failure to remedy the breach could result in MDH taking legal action against the leaseholder.

11. Consultation

- 11.1 In addition to the statutory requirement to consult with leaseholders under [section 20](#) of the Landlord and Tenant Act 1985, where possible, MDH will actively consult and work with leaseholders to understand their needs and preferences, and to provide services that reflect this.
- 11.2 MDH is committed to involving residents in meaningful engagement to improve our services.

12. Enfranchisement

- 12.1 Subject to certain conditions, leaseholders of flats may have the right to collective enfranchisement, if they and the building in which they live in qualifies. They are advised to seek independent advice.
- 12.2 Should leaseholders seek to acquire the freehold of a block of flats, MDH will comply as required by the [Commonhold and Leasehold Reform Act 2002](#).

13. Subletting

- 13.1 Leaseholders are permitted to sublet their property, individual leases will provide the terms for these arrangements.
- 13.2 If a leaseholder chooses to sublet their property, they will become a private landlord and will be subject to the statutory and regulatory conditions imposed on landlords.

14. Selling the property

- 14.1 When a leasehold property is being sold, MDH will provide on request to the current and/or prospective leaseholder and their advisors, all the necessary information regarding service charges and any planned major works. A fee for this service will be charged.
- 14.2 A leaseholder who is selling their property is legally obliged to notify the prospective purchaser of any notices that have been served on them or the property.
- 14.3 Leaseholders are not required to seek permission from us if they wish to sell their home. However they are required to offer to sell their home back to MDH, if they purchased it under the Right to Buy scheme, within ten years of the original conveyance.
- 14.4 It is a requirement of the lease to notify MDH of the sale within one month following completion. This needs to be done by way of a formal Notice of Assignment served by the purchaser's solicitors to MDH. There is a fee for serving this Notice. If a Notice is not received, the original leaseholder will be liable for any charges made against the property.

15. Right to Buy Discount Rules

- 15.1 If a property has been purchased under the Right to Buy Scheme, re-selling can usually take place at the discretion of the leaseholder. If the property is sold within the discount repayment period (within 5 years of the purchase), MDH will pursue repayment of the proportion of the discount.

16. Complaints

- 16.1 Any leaseholder who has a complaint about the services provided by MDH will have the right to follow the Complaints Procedure. Further information on the complaints policy can be obtained from website.
- 16.2 If leaseholders consider that they should not have to pay for a service charge item, that the quality of work is inadequate, or that a charge is not reasonable, they may have the right to challenge that part of your service charge at a First-tier Tribunal. Leaseholders can also seek a determination on works or services that are proposed in the future. An application cannot be made to a First-tier Tribunal if:
- the matter has already been agreed or admitted by the leaseholder;
 - the matter has been determined by a court;
 - the matter has been or is to be referred to an arbitral tribunal where agreement to go to arbitration has been reached after a particular dispute has arisen;
 - the matter has been the subject of determination by an arbitral tribunal where agreement to go to arbitration was reached after a particular dispute has arisen.
- 16.3 However, the leaseholder is not to be taken as having agreed or admitted any matter solely because they have made a payment. Consideration will be given to seeking independent legal advice in cases where payment has been made.

17. Equality Impact Assessments

- 17.1 MDH complete an equality impact assessment each time we develop or review a policy, procedure or service. The assessment is to help us make sure our decision making is fair and does not present any barriers or disadvantage to customers from any protected group (including disability) under the Equality Act 2010.



Decant Policy 2022

Appendix 4

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1. Introduction

- 1.1 This policy is intended to cover situations where a tenant of Mid Devon Housing (MDH) is required to move out of their home on a temporary or permanent basis, this is called a decant. This policy only applies to tenants of MDH.
- 1.2 This policy is utilised for ad-hoc or one-off situations such as the result of a fire, flood or major repairs. If a redevelopment project is being carried out, project specific policies will apply.
- 1.3 A decant will only be considered as a last resort, where it is deemed impossible for the tenant to remain in the home while works to the property are being carried out.
- 1.4 MDH recognises that this policy could affect void performance, especially if void properties are held to facilitate a decant. Therefore, every effort will be made to limit the impact of this.

2. Related Documents

- Tenancy Agreement
- MDH Tenancy Management Policy
- Devon Home Choice Policy
- MDH Allocations Policy
- Complaints Policy
- MDH Compensation Policy

3. Purpose

- 3.1 Decants can be disruptive and difficult for tenants and this policy sets out how MDH will mitigate this disturbance. MDH will ensure that we:
 - Act quickly once a decant is deemed necessary
 - Minimise the disruption to the tenant
 - Consult tenants at the earliest opportunity regarding a decant
 - Provide tenants with clear information in relation to the decant process
 - Consider the needs of tenants when offering alternative accommodation and try to balance the requirements of the tenant with the move
 - Provide clear, accurate and up to date information
 - Remain compliant with the Land Compensation Act 1973 when making home loss and disturbance payments.

4. Consultation and Information:

- MDH will consult with the tenant, in detail as to why the decant is necessary and the process that follows

- Tenants will be asked about their requirements, in particular where a tenant has special needs that need to be taken into consideration
- MDH will give the tenant an estimated timeframe of the decant duration 1
- MDH will give the tenant a schedule of works with interval periods for regular updates
- MDH will advise the tenant of the support/compensation that they may be eligible for
- Where a claim has been received for compensation towards eligible expenses, MDH will make a payment within 28 days.
- The tenant's neighbourhood officer will be the main point of contact throughout the process, providing advice and assistance when necessary.

5. Type of moves

5.1 Temporary moves

5.2 If the decant is due to major repairs needed to the home, a tenant will usually be able to return to the property, once the repairs have been completed (unless the works are scheduled to take longer than 6 months – see permanent moves below). Examples of major repair works include:

- Structural repairs
- Dry rot
- Chemical preservation treatment
- Major asbestos disturbance
- Or any other circumstance that would pose a risk to the tenant

Decants will not normally be arranged for planned improvement works such as heating replacement, kitchen or bathroom replacements, or re-wires.

5.3 If the tenant is able to stay with family/friends while we carry out the repairs they will be entitled to receive compensation (see disturbance payments below)

5.4 If the tenant cannot stay with family/friends, MDH will make a direct offer of accommodation, or arrangements will be made for you to be placed into Bed and Breakfast accommodation. If the tenant chooses to make their own bed and breakfast/hotel arrangements, the cost of the accommodation must be reasonable and agreed with MDH in advance any bookings made.

5.5 A tenant may only need to move out of their home on a temporary basis, for example, for a week or two, whilst works are being carried out. Where works may last longer, for example several months, this will be taken into account when considering the various options available.

5.6 If it is estimated that works will only take a few days, then it may be more cost effective to consider the following:

- Making arrangements for the tenant to stay with friends and family;
- Placing the tenant in B&B accommodation;
- Seeking respite care for the tenant; or
- Paying for the tenant to stay in a chalet, caravan or similar type accommodation within Devon
- If the tenant has a support network, outside of Devon, MDH will consider a request for placing into accommodation outside of Devon. This will be at the discretion of the Service Manager.

5.7 The tenant will be obliged to carry on paying rent for their permanent home, therefore they will not have to pay for the cost of their temporary accommodation. If they have transferred to

alternative accommodation within MDDC's own housing stock, the above will be confirmed in writing

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5.8 Emergency Decants

- 5.9 If the tenant has to move as an emergency, for example in the event of a fire or flood, MDH will liaise with the Housing Options Team to secure temporary accommodation while we carry out the repairs. This policy does not intend to cover temporary housing in an emergency, however, it can be applied if longer term temporary rehousing is required.

5.10 Permanent moves

- 5.11 If the move is permanent, tenants can bid for a new property through Devon Home Choice ([DHC](#)) or MDH will look to make a direct offer of accommodation.
- 5.12 MDH will take into account the tenants housing needs, the distance of accommodation from place of work or education and the proximity to their support network.
- 5.13 The tenant will continue to have the same tenancy type and security that they had in their original property.

6. Types of properties offered

- 6.1 Suitable properties will be identified within MDH's own stock.
- 6.2 If the decant is urgent and there are no suitable properties within our stock, other options will be considered, such as bed and breakfast accommodation.
- 6.3 Properties which are offered as a temporary decant will generally be 'like for like' with the tenants main home. Depending on the availability of suitable properties, MDH may have to move a tenant to a property that whilst not suitable in the long-term, would be suitable on a short term basis. This may relate to the size, location or property type.

7. Tenants Responsibilities

- 7.1 Tenants will be required to pack their own belongings, unless there is a valid reason, for example they are vulnerable or have special needs and that they cannot. In these instances, MDH will arrange a packing service.
- 7.2 The property must be left vacant and any items left will be cleared and there will not be an opportunity to return to the property to collect anything left behind.
- 7.3 The tenant is required to provide access for contractors or agents acting on MDH's behalf. Tenants must take responsibility for their own fixtures and fittings, unless the property is due to be demolished. A disclaimer will need to be signed to say that the tenant does not require any compensation for the loss of items.
- 7.4 Tenants must make appropriate arrangements for pets to be removed from the property.

7.5 Tenants must notify their insurance company and service providers of their move out date

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8. Rights to return

- 8.1 There may be occasions when the tenant will have no automatic right to return to the property in which they are decanted from. It will depend on a number of factors, including the property size after redevelopments. In these circumstances, housing options will be explored with the tenant.
- 8.2 In some cases, the tenant may request to remain in the decant property on a permanent basis. Such requests will be considered by the Operations Manager for Housing Services. If a permanent move is authorised, no further costs in relation to the decant will be payable.

9. Expenses and Payments

9.1 Home-loss payments

- 9.2 If a move is permanent, the tenant be entitled to a home-loss payment. These payments are made in line with the [Land Compensation Act 1973](#)
- 9.3 A tenant will only qualify for a home loss payment if they were in occupation of the property as their only and main residence for a minimum of 12 months.

9.4 Discretionary Compensation (decant)

- 9.5 If a tenant is decanted, less than a year into their tenancy, they may receive discretionary compensation. The amount offered will be based on how long they have lived in the property. Provided that the tenant is able to provide receipts for 'out of pocket' expenses as a result of a decant, MDH may offer discretionary compensation.

- 9.6 If a tenant owes rent arrears or any other payment to Mid Devon District Council, this payment may be used to offset any monies owing.

9.7 Disturbance Payments

- 9.8 MDH will compensate the tenant for costs incurred from moving and ensure that you have not been left 'out of pocket' due to moving - [disturbance payments](#).

- 9.9 Examples of the items which can be included are:

- The cost of removals and/or storage of belongings
- The reasonable cost of refitting carpets, altering blinds if possible, if not replacing these items
- The reasonable charges incurred from moving your furniture and effects to your new house.
- The reasonable cost of moving the following items - cooker, washing machine, dish washer, telephone, TV aerial, satellite dish or other telecommunication equipment, alarms, re-direction of mail.
- The cost of new school uniforms should a change of school be necessary.
- The reasonable cost of cattery or kennels of pets if they cannot be accommodated in any temporary accommodation.
- The reasonable cost of redecoration of new home

- Loss of wages where time off is unavoidable due to displacement and removal and wages are lost as a consequence. In some cases we may reimburse for the cost of new appliances, for example if your existing cooker cannot be connected to your new energy supply, but this must be agreed with us beforehand.

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- Installation of any disability aids and adaptations
- Providing a shower in the decant property if it is necessary due to health issues and agreed by an occupational therapist.

10. Monitoring and review

10.1 This policy will be reviewed in line with legislative or regulatory changes

11. Equality Impact Assessment (EIA)

11.1 This policy has been subject to an EIA. Both positive and negative impacts have been considered in relation to protected characteristic groups and communities that MDH work with.



Vulnerability Policy 2022

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1. Introduction

- 1.1 MDH aims to ensure that everyone has the opportunity to access and benefit from our service. MDH realises that for some service users who may be vulnerable, barriers can exist which may prevent participation.
- 1.2 The Regulator of Social Housing's Tenant Involvement and Empowerment Standard, requires us to "provide choices, information and communication that is appropriate to the diverse needs of (our) tenants" and to "demonstrate that (we) understand the different needs of tenants, including in relation to the equality strands and tenants with additional support needs."
- 1.3 MDH is committed to making sure our services can be easily accessed by tenants with complex and/or additional needs.
- 1.4 The policy also defines what a 'reasonable adjustment' is, in what type of circumstances they will be carried out and how a request for a reasonable adjustment can be made.
- 1.5 This policy does not aim to explain how we will approach every circumstance where a tenant with complex needs requires a service to be adjusted. It is a general statement of our commitment to ensure tenants with disabilities are not at a disadvantage when accessing MDH services.

2. Objectives

- 2.1 This policy sets out to achieve the following:

- How vulnerable adults are identified
- How vulnerable adults can access services from MDH
- How MDH can adapt its services to meet the needs of vulnerable people
- Signposting
- MDH's approach to reasonable adjustments

At MDH, one of our objectives is to ensure that our vulnerable tenants receive the services and assistance they require to sustain their tenancy. To achieve this, we aim to:

- Identify a tenant who may have a vulnerability and/or support need
- Record any vulnerabilities on housing management system
- Use all available information to identify if a tenant is vulnerable
- Take account of known vulnerability factors in the provision of services and in decisions around tenancy management and enforcement
- Assist vulnerable tenants in accessing additional services that they may need.
- Record any known representatives who act as a 'delegated authority' or with power of attorney or other care givers who may act on the tenants behalf
- Consider any additional needs due to the vulnerability and where appropriate vary our service delivery to ensure vulnerable residents still receive the same level of service

- Make appropriate referrals to tenancy sustainment services, such as CHAT (Churches Housing Action Team) or support agencies, based on our local knowledge of resources and the needs of the tenant, where appropriate to do so
- Make reasonable adjustments when a request is made and justified (see section 10).

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3. Definition of vulnerable:

- 3.1 Vulnerable means any individual who is, or may be, in need of help or support due to mental health difficulties, disability, age, illness or frailty and who are, or may be, unable to look after their home and/or their wellbeing or unable to protect themselves from harm or exploitation by others.
- 3.2 For the purposes of this policy, MDH will define vulnerable as a tenant who requires an enhanced housing service (for example correspondence in a different language or large print, or where signposting to other services is necessary). This definition does not replace statutory definitions.
- 3.3 MDH has due regard to tenants who may have specific requirements, these include, but are not limited to:
 - Tenants with sensory impairments, such as visual impairment, deafblind and hearing impaired
 - Tenants who do not have English as a first language
 - Tenants who are socially isolated or lonely
 - Tenants whose disabilities limit their physical mobility
 - Tenants with learning disabilities
 - Tenants with mental health problems
 - Tenants who are frail or elderly
 - Tenants who have alcohol or substance misuse problems
 - Tenants who are experiencing domestic abuse or harassment
 - Tenants who lack capacity to make decisions (under the Mental Capacity Act 2005)
- 3.4 A tenant may be vulnerable as a result of a single problem or condition, or due to a combination of factors. Vulnerability can also occur at different points in a person's life, for instance someone may need support following bereavement for a temporary period, whereas another may require support permanently.
- 3.5 This policy does not assume that whole groups of people are vulnerable. For example, it is not correct to assume that all older people are vulnerable or that all disabled people are vulnerable.
- 3.6 There are a number of signs that someone may be vulnerable. These may include, but are not limited to the following:
 - Falling into rent arrears or other debt problems
 - Issues with maintaining the tenancy
 - Being the victim, or perpetrator, of anti-social behaviour, hate crime or harassment
 - Disputes with neighbours
 - Damage to the person's home
 - A detrimental change to a person's physical appearance
 - A failure to respond to correspondence or to answer the door when visited
 - Self-neglect, hoarding or other behaviour which results in the person's home and/or garden becoming damaged, neglected or otherwise unfit for occupation

4. How MDH identifies vulnerable tenants

- 4.1 When a tenant contacts Mid Devon Housing, this presents an initial opportunity to identify whether they are vulnerable. A tenant can become vulnerable at different stages of their lives, it is essential that identification of vulnerabilities is not just at first contact, but throughout a tenancy and whenever contact is made.
- 4.2 MDH is able to identify vulnerabilities in a number of ways:
- Reviewing any support needs or vulnerabilities identified in a Devon Home Choice application form
 - At the sign up stage for a new tenant and upon completion of the vulnerability questionnaire
 - During home visits
 - Reports from relatives or care givers
 - Reports via a support agency or another external agency such as police or probation.
 - Local knowledge gathered or observed through day to day housing management activities e.g. neighbourhood walkabouts, tenancy home checks, through tenants reporting a repair and the operative picking up a vulnerability and/or support need, or as a result of a breach of tenancy.

5. What MDH does when a tenant is identified as vulnerable

- 5.1 When a tenant is identified as vulnerable (according to the MDH definition), the officer will look at ways to support the tenant (some of which referenced below in section 6)
- 5.2 The tenant's record on the housing system will be marked with a warning flag (UDC) with the nature of the vulnerability and how the tenant needs to be assisted (e.g. needs letters sent in large print).
- 5.3 Monthly reports are produced, on warning flags and these are checked by the neighbourhood officers to ensure the data we have is up to date and accurate.
- 5.4 At the sign up stage, the tenant will be asked whether they have any support needs and/or any communication preferences.
- 5.5 These will be recorded onto our internal systems and will be used in order to meet the tenant's specific needs throughout the duration of their tenancy.
- 5.6 We will proactively check that we have the appropriate support flags and communication preferences recorded on our systems, where information is missing or requires updating.

6. How MDH can support vulnerable tenants

- 6.1 **General signposting and referrals:**

6.2 When a Housing Officer or another member of staff identifies a vulnerable adult they will seek to signpost or refer the person to appropriate support if it is needed. Some of the services signposted or referred to may include for example:

- GPs and other health services
- Mental health services
- Adult Social Services (for care and support services or safeguarding)
- Tenancy sustainment support
- Occupational Health
- Substance misuse services
- Domestic abuse services
- Debt advice and welfare benefit services
- Advocacy services

6.3 MDH recognises that carers, who are caring for vulnerable people in a voluntary capacity (e.g. partner, relative or friend), may also need support in fulfilling their responsibilities and in looking after their own wellbeing. Carer's can be signposted, wherever appropriate.

6.4 **Communication:**

6.5 MDH communicates with its tenants or service users in a variety of different ways:

- Face to face, which includes: home visits or booked office appointments
- Phone
- Letters
- Newsletter
- Email
- Texts
- Social media
- MDDC Website

6.6 In accordance with the MDDC's Equality and Diversity Policy, documents are available in other languages, braille, large print and audio tape and all officers will provide assistance to complete forms when requested.

6.7 Tenants can also ask that correspondence is sent to someone who will act on their behalf. Telephone and face-to-face language interpreting and British Sign Language interpreting services can also be provided upon request.

6.8 At the sign up stage, the tenant will be asked whether they have any support needs and/or any communication preferences (questions are posed in the vulnerability checklist) but also at other opportunities during their tenancy. This ensures that the Housing Service can communicate with the service user in the best way possible and in a way that is tailored to their individual needs. These will be recorded onto our internal systems and will be used in order to meet the tenant's specific needs throughout the duration of their tenancy.

6.9 We will regularly check that we have the appropriate support flags and communication preferences recorded on our systems, and will regularly check that the information we hold is up-to-date.

7. Support that MDH can offer:

- Identifying any support needs or requirements at sign up stage and completing referrals where necessary
- Updating the housing management system with a UDC flag if the tenant has a support need or a requirement for an enhanced service
- Post sign up check – usually 6 weeks after the tenant has moved in
- Offering Lifeline alarm services for a charge
- Providing housing advice

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- Provide aids and adaptations to promote independent living, requested through a Disabled Facilities Grant (DFG) in accordance with the Aids and Adaptations Policy
- Providing additional security through the Sanctuary Scheme for tenants who are survivors of domestic abuse and wish to remain in their current home
- Offer referrals to Devon Mediation Service where there are identified neighbour issues.
- Installation of gas or electric cooker connections can be provided by MDH, charged at a competitive rate.

8. Children and vulnerable adults

- 8.1 MDH has a duty to protect children and vulnerable adults. Where it is brought to the attention of MDH that a child or adult may be at risk, Officers will refer to the Council's Safeguarding Children and Vulnerable Adults Policy. When and if appropriate, Officers will signpost or refer cases to other agencies.

9. Mental Capacity

- 9.1 The Mental Capacity Act (2005) provides the legal framework for acting and making decisions on behalf of people who lack mental capacity to make decisions for themselves.
- 9.2 When MDH identifies a tenant who does not have mental capacity to make decisions, MDH will work in line with the [Mental Capacity Act Code of Practice](#) to ensure tenants are able to access our services.

10. Reasonable Adjustment

- 10.1 A reasonable adjustment involves making a change to the way that we usually do things to ensure that we are fair to all of our tenants. This may involve departing from our usual practice in the way we do things if we find that the current position places that person at a substantial disadvantage. For example we would:
- Allow more time for someone to respond or provide information; or
 - Make sure our office buildings do not present obstacles for disabled people, for instance by providing lifts or ground floor meeting rooms; or offer a suitable alternative locations
 - Provide information in large print or alternative language
 - Allow for more time to answer the door if someone has mobility issues
- 10.2 How do MDH define 'reasonable'?
- 10.3 The Equality and Human Rights Commission suggests the following considerations when we decide whether an adjustment is 'reasonable' or not:

- How effective the adjustment(s) will be in assisting a customer with a disability and in preventing or reducing the possibility of them being at a disadvantage;
- The practicality of making the adjustment(s)
- The cost of the adjustment(s) and whether this is possible within our resources; and
- Any disruption to the service that making the adjustment(s) may cause.

10.4 A reasonable adjustment can be requested from MDH in the following ways:

- In writing, explaining what the adjustment is and why it is needed
- By telephoning, writing or emailing in to the MDH service
- By referral from a support agency or external agency
- By a family member when we have been given permission for them to do so; and or
- A member of staff may suggest for one to be made, when they are aware it will support the tenant's needs.

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10.5 Reasonable adjustments to our complaints process

10.6 We will make reasonable adjustments to our complaints service where necessary, ensuring tenants with a disability are not at a disadvantage when accessing the service.

10.7 Examples of the reasonable adjustments we will make are:

- Using the customer's communication preference throughout the duration of the complaint;
- We will not request a complaint to be made in writing where this presents a barrier or disadvantage to the customer due to their disability or additional needs;
- Extension of any time limits (where it is lawful to do so); and
- Provide information in alternative formats eg. Braille, large print or on coloured paper.

10.8 In the circumstance where we are unable to make a reasonable adjustment due to cost or resources, we will work together with the tenant to find the most appropriate alternative solution for them.

10.9 If a tenant is dissatisfied with the arrangements or decisions we have made regarding a reasonable adjustment, we will respond in accordance with our Complaints Policy.

11. Monitoring and Review

11.1 This policy will regularly be reviewed in line with legislative and regulatory changes and best practice.

12. Equality Impact Assessment

12.1 MDH complete an equality impact assessment each time we develop or review a policy, procedure or service. The assessment is to help us make sure our decision making is fair and does not present any barriers or disadvantage to customers from any protected group (including disability) under the Equality Act 2010.

