

Tenure Policy

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Policy Lead:	Director of Neighbourhoods
Approved by:	Executive Team
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Purpose and scope of the policy

This policy sets out the type of tenancy we'll grant if we offer you a tenancy for one of our homes (excluding shared ownership homes).

It doesn't apply if an existing tenancy is transferred to you – for example, through mutual exchange, court order or succession (i.e., if you 'inherit' a tenancy through succession rights when the tenant dies).

It also doesn't cover the following:

- How we decide who to offer tenancies to – please see our Homes Lettings Policy
- How we decide how much rent to charge – please see our Rent Setting Policy.

We're committed to creating sustainable communities and recognise you or other customers, based on circumstances or needs may require additional help and support, short term or on a long-term basis. We'll listen and talk with you to understand your needs in order to put suitable measures in place to prevent a failure in your tenancy.

1. Policy

- 1.1 In most circumstances, we'll offer you a **periodic assured tenancy**, often referred to as a 'lifetime tenancy' or 'assured non-shorthold tenancy,' that will give you a right to live in your home subject to compliance with the tenancy conditions and limitations and relevant law.
- 1.2 **Starter tenancies:** A starter tenancy is a periodic weekly assured shorthold tenancy for an initial probationary period of 12 months that we may extend for a further six months. We stopped using starter tenancies in April 2024 and will no longer offer them to new customers unless a change to this policy is agreed. If you're an existing Moat customer who has a starter tenancy, this will automatically become a periodic assured "lifetime" tenancy at the end of the probationary period unless we're taking steps to end your tenancy.
- 1.3 **Fixed term tenancies:** Following the introduction of the Localism Act 2011 and until May 2020, we granted five-year fixed term tenancies to most customers who had successfully completed their starter or probationary tenancy.

We stopped issuing fixed term tenancies on 4 May 2020 and will not issue them unless a change to this policy is agreed. If you're an existing Moat customer who is still within the term of a fixed term tenancy, we will, as set out in our Renewable Tenancy Policy, either:

- a) offer you a periodic assured lifetime tenancy of either your current or another home, depending on your circumstances, or

- b) end the tenancy and not offer you a further tenancy – because, for example of persistent breaches of the tenancy conditions such as rent and service charge arrears, anti-social behaviour or allowing your home to fall into serious disrepair through neglect. In accordance with our Renewable Tenancy Policy, if we decide not to offer you a new tenancy, we'll offer support and signposting and you'll have the right to appeal our decision.
- 1.4 In all circumstances where you're eligible for a Moat home, we'll offer you a tenancy which is compatible with:
- the purpose of the accommodation.
 - the needs of your household.
 - the sustainability of the community.
 - the efficient use of our homes.
 - our duty to co-operate with local housing authorities and assist them to fulfil their responsibility to meet identified housing need.
- 1.5 We'll always offer the highest degree of security of tenure as appropriate for any individual household's needs, considering in particular those households who may be vulnerable due to age, disability or illness. We'll offer households with children tenancies with a suitable degree of stability.
- 1.6 **Mutual Exchange or Surrender and Regrant:** As required by the Localism Act (2011), if you were a social housing tenant on 1 April 2012 and have remained a social housing tenant since that date, we'll offer you a tenancy with no less security of tenure if you move to another social rented home via a mutual exchange process such as Home Swapper or House Exchange. This will not be the case if you choose to move to an 'Affordable Rent' home.
- 1.7 **Tenancies following temporary moves:** If you're an existing Moat tenant who's been moved into alternative accommodation during any redevelopment or other work, we'll grant you a tenancy with no less security of tenure on your return to your settled home.
- 1.8 We'll meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements and terms of occupation. Your rights and responsibilities will be set out in your tenancy agreement, and we'll explain these to you to ensure you understand them before you sign the tenancy agreement.
- 1.9 **Discretionary succession:** In exceptional circumstances, we may offer a tenancy to someone who doesn't have succession rights to 'inherit' a tenancy when the tenant dies – we may offer a tenancy of an alternative home more suited to their needs, for example a smaller home to avoid under-occupation. If the discretionary successor doesn't accept the offer of alternative accommodation, we'll take further legal advice and may take steps to end the tenancy.

2 Circumstances in which we might grant tenancies that are not periodic assured tenancies.

2.1 We may grant tenancies which are not periodic assured tenancies in the following circumstances:

- o Where required by an agreement in place with the relevant local authority or another organisation, for example section 106 agreements, agreements made as part of stock transfer promises, Local Lettings Plans agreed with the local authority. Sometimes these agreements may require us to let out the properties under assured shorthold tenancies.
- o We may grant assured shorthold tenancies for some homes. We may, for example, offer assured shorthold tenancies for:
 - o Homes in supported / specialist housing schemes managed by us or by other agencies.
 - o Homes where we're not the freeholder.
 - o Homes offered as temporary accommodation.
 - o Homes offered as Intermediate Rent homes (also known as Moat discounted rent).

2.2 We may grant licences instead of tenancy agreements in circumstances where we can't grant a tenancy due to the type of accommodation – for example, where the accommodation is offered to you as temporary accommodation or where you would not have exclusive use of the accommodation / room(s). This may be the case in some supported or agency managed schemes or shared accommodation. Licences are occupation agreements that grant fewer rights than tenancies.

2.3 If the ownership of your home is transferred to us as part of a stock transfer from another registered provider of social housing with whom you have a periodic secure tenancy, you may be given a periodic assured tenancy with preserved rights. This is a periodic assured tenancy with additional rights from the periodic secure tenancy added in.

3 Sustaining tenancies

3.1 You're unique and we'll tailor our approach responding to your needs. Our focus is to ensure that you can thrive in your home. In doing this, we'll also consider the needs of our existing customers and wider community.

3.2 In most cases, we'll work to support you to stay in your home by offering you appropriate help and advice to meet your tenancy conditions, either directly or by referring you to a specialist advice agency.

3.3 Despite our interventions, in some circumstances we may apply for possession of a home. This could be where the home has been abandoned or sublet, or where a tenant has run up high rent arrears or committed a serious breach of tenancy or

anti-social behaviour. This is not an exclusive list and is a guide to provide you with an idea of the reasons we may seek possession.

Definitions

- **Assured tenancy** – This can be either:
 - **a periodic assured tenancy.** This type of tenancy is sometimes referred to as a ‘lifetime tenancy’ or ‘assured non-shorthold tenancy’. It gives the tenant the legal right to live in the home indefinitely subject to compliance with the tenancy conditions and limitations and relevant law. It can only be ended on specific Grounds as set out in Schedule 2 of the Housing Act 1988.
 - **an assured shorthold tenancy.** Assured shorthold tenancies are tenancies which can be ended by serving a no fault “section 21” notice so long as 2 months’ notice is given, and the landlord has complied with all legislative requirements. It can also be ended on the Grounds as set out in Schedule 2 of the Housing Act 1988.
- **Fixed term tenancy** – A tenancy which gives the tenant a legal right to occupy a property for a set period. Fixed term tenancies of 2 years or over are known as longer fixed term tenancies. If Registered Providers wish to use fixed term tenancies for their general needs stock, then they are expected under the Tenancy Standard to provide those tenancies for at least 5 years.
- **Secure tenancy.** If you’ve held a tenancy with us since prior to 15 January 1989, you’ll most likely have a secure tenancy. This type of tenancy is also often referred to as a ‘lifetime tenancy’ and gives the tenant the legal right to live in the home indefinitely subject to compliance with the tenancy conditions and limitations and relevant law. It can only be ended on specific Grounds as set out in Schedule 2 of the Housing Act 1985. Since 15 January 1989, secure tenancies can only be granted by local authorities (or Arm’s Length Management Organisations acting on their behalf), except where an existing secure tenant transfers to another home owned by the same landlord.
- **Licence agreements** – an occupation agreement which gives a personal right for an individual to occupy a property. It differs from a tenancy agreement as it’s not a legal right over land but a personal permission to occupy and as such licensees have less security of tenure than statutory tenants.
- **Social housing** (excluding shared ownership homes) comprises low-cost rental accommodation (defined by section 69 of the Housing and Regeneration Act 2008), including homes let at a social rent and homes let at an Affordable Rent.

Equality, Diversity and Inclusion

This policy will be delivered in accordance with our Equality, Diversity and Inclusion Policy. An Equality Impact Assessment was completed for this policy and considered as part of the approval process.

Data protection

This policy will be delivered in accordance with our Data Protection Policy. A Data Impact Assessment was completed for this policy and considered as part of the approval process.

Related legislation and regulations

- **The Regulator of Social Housing's Tenancy standard** sets out the type of tenancies we can grant in various circumstances and places on us a requirement to publish clear and accessible policies which set out specified related information.
- Protection from Eviction Act 1977
- Housing Act 1985
- Housing Act 1988 (as amended) - stipulates the tenancies that housing associations can offer and the notice required from tenants who are offered another tenancy with less security of tenure e.g. from an Assured to an Assured short hold fixed term.
- Landlord and Tenant Act 1988
- Equality Act 2010
- Localism Act 2011 – relates to the rights of secure tenants transferring to another property
- Homelessness Reduction Act 2017
- National Housing Federation "Commitment to refer" (January 2020)
- The Immigration Act 2014 requires landlords to establish that the applicant and all adults in the household have the right to rent property in the UK. We'll comply with the government's Code of Practice which requires landlords to conduct initial right to rent checks before letting a property, conduct follow-up checks at the appropriate date if initial checks indicate that an occupier has a time-limited right to rent and make a report to the Home Office if follow-up checks indicate that an occupier no longer has the right to rent.

Related policies and procedures

- Anti-Social Behaviour Policy
- Complaints Policy
- Data Protection Policy
- Equality, Diversity and Inclusion Policy
- Ending your Tenancy Policy and procedure
- Homes Lettings Policy
- Mutual Exchange Policy and procedure
- Neighbourhood Management Policy
- Renewable Tenancy Policy

- Rent Setting Policy
- Repairs and Maintenance Policy
- Safeguarding Adults at Risk Policy
- Safeguarding Children Policy
- Starter Tenancy Policy
- Temporary Moves Policy
- Tenancy Fraud Policy
- Tenancy Management Policy

Customer engagement

We sought feedback on a draft of this policy from our Customer Advocates through a survey. Eleven customers started to complete the survey and ten completed the full survey. Nine of the ten customers who responded confirmed they found the policy clear and easy to understand and would support Moat's adoption of the policy.

Document Revision History (Record of any changes made to the policy)

Date	Changes approved by	Details of changes made
15 October 2024	Executive Director of Customer Experience	Reference to 'Decant (Temporary Move) Policy' changed to 'Temporary Moves Policy' as policy renamed.