



Tenancy Policy

Perran Housing LLP

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PART OF THE
TREVETH GROUP
A CORNWALL COUNCIL
OWNED PARTNERSHIP

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Perran Housing LLP: Tenancy Policy

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1 | Introduction

- 1.1. Perran Housing LLP (“**Perran**”) is committed to granting tenancies in a fair, transparent, and efficient way.
- 1.2. Through the application of this policy, we will ensure that we offer tenancies which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of our housing stock.

2 | Policy Purpose and Scope

- 2.1. The purpose of this policy is to set out the types of tenancy Perran will offer, to ensure that we meet our objectives, and provide the appropriate security of tenure to our residents.
- 2.2. This policy applies to all Perran rental properties. All managing agents and subcontractors are expected to work in line with this policy.

3 | Legal and Regulatory Requirements

- 3.1. The Regulator of Social Housing’s (“**RSH**”) Tenancy Standard sets out its expectations regarding tenure that Registered Provider (“**RP**”) must follow, including its requirements for the publishing of clear and accessible tenancy related policy positions that this document seeks to fulfil.
- 3.2. The Housing Act 1988 (as amended) – stipulates the tenancies that Registered Providers can offer and associated requirements.
- 3.3. The Localism Act 2011 – relates to the rights of tenants holding **Secure Tenancies**, principally local authority tenants, transferring to another property.

- 3.4. The Welfare Reform and Work Act 2016 sets out the definitions for each type of housing.

4 | Definitions

- 4.1. **Assured Shorthold Tenancy** – Also known as ASTs. The initial term must be at least six months. Legislation provides greater flexibility to bring AST's to an end than an Assured Tenancy. AST's must be a minimum of six months and can be either be on a fixed term or periodic basis.
- 4.2. **Assured Tenancy** -These tenancies that have no fixed period of time stated so are often referred to as lifetime tenancies. The tenancy can only be brought to an end on specified grounds set out in the Housing Act 1988 after securing a valid possession order from court.

5 | Policy Commitment

5.1. Tenancy Position

- 5.1.1. Rented properties will be let initially on a 1-year a '**Starter Tenancy**' based upon an **Assured Shorthold Tenancy Agreement**, which will be reviewed at least 3 months before it is due to expire.

- 5.1.2. When issuing a tenancy, all tenants will be provided with:

- the property's Energy Performance Certificate
- the government's 'How to rent' guide
- a current gas safety certificate for the property, if gas is installed

These may be provided in hardcopy or electronically. Copies of the documents issued and a record of their issue will be stored within the organisations systems.

- 5.1.3. Upon review, Perran will consider three options:

- Conversion of the Starter Tenancy to an Assured Tenancy
- Extension of the Starter Tenancy for an additional six month if there are minor concerns regarding the conduct of the tenancy to date
- Termination of the Starter Tenancy if there are significant concerns regarding the conduct of the tenancy to date

- 5.1.4. The recommended decision to convert, extend or terminate a starter tenancy will be made by Head of Portfolio Management and approved by DAM . The tenants will be notified of the decision in writing and will have right to appeal the decision through Perrans complaints procedure.

- 5.1.5. Tenants have security of tenure during the Starter Tenancy and Perran will only seek to end it by either:

- serving no less than two calendar months' notice, with a 'Section 21' notice to expiring not before the end of its fixed term period.
- Or, if there is sufficient evidence to support action under the grounds listed in schedule two of the Housing Act 1988 arises.

5.1.6. A decision to extend or terminate the **Starter Tenancy** will usually be as a consequence of one or more of the following:

- The tenants do not occupy the property as their only principal home
- The tenants or somebody living with or visiting the tenant repeatedly breaks one or more of the tenancy conditions
- Due to special circumstances, there is a need to move the tenant or a person that lives with them out to more suitable alternative accommodation

5.1.7. Where residents have breached the terms of the tenancy but have agreed to a plan to address this behaviour, and this plan has been in place for a sufficient time for Perran will judge if it has been successful, and may form part of a decision to extend the Starter Tenancy period for a further six months.

5.1.8. After this initial 12 months, and the satisfactory completion of the starter tenancy and/or any extension to it, the tenant will be granted an Assured Tenancy, this means the tenant can keep their home for as long as they want unless there is a legal reason (grounds for possession), and a court has ordered an end of the tenancy.

5.2 Tenancy Changes

5.2.1 Existing sole tenants may request to have a joint tenancy agreement. Perran will allow a joint tenancy to be created where:

- The proposed additional tenant has resided at the property as their only or principal home for a period of 12 months and provides evidence of this
- The proposed tenant has not been evicted from an address owned or operated by Perran or Cornwall Council
- The proposed tenant does not owe any monies to Perran or Cornwall Council
- The proposed tenant has not been subject to any non-property based anti-social behaviour related enforcement or legal action by Perran or Cornwall Council
- The original resident has not breached their tenancy and is not in rent arrears
- The original resident has been advised of the implications of entering a joint tenancy
- That to grant the tenancy does not conflict with the best use of housing stock

Once a joint tenancy has been created, Perran has no power to 'transfer' the tenancy to one party. Joint tenants cannot transfer, relinquish, surrender, or assign their 'part' of the tenancy to the other tenant. They hold the whole of the joint tenancy jointly and severally and do not have a 'part' of a tenancy to 'give away'.

- 5.2.2 The Courts can order a joint tenancy be made a sole tenancy as part of family proceedings. How this happens in practice depends on the nature of the order made. Perran will comply with the requirements of any such court order.
- 5.2.3 If one tenant informs Perran that the other has left and requests a sole tenancy, legally we cannot assist. As joint tenants both are jointly and individually responsible for the tenancy, including payment of the rent. Any legal action taken will be taken against both residents.
- 5.2.4 Perran will consider granting a new sole tenancy if one or other parties to an existing joint tenancy serves a Notice to Quit to end the joint tenancy.
- 5.2.5 Perran may amend the content of tenancy agreements subject to legislation and contractual requirements within the agreement.

5.3 Tenancy Fraud

- 5.3.1 We are committed to tackling tenancy fraud to ensure that social housing stock is used for those in need of it.
- 5.3.2 As part of our allocations process Perran will establish and verify the identity of tenants and their household. We will require photo identification for all our tenants to assist us in preventing tenancy fraud.
- 5.3.3 If a tenant has been fraudulently obtained the property (based on misinformation) we will take action to terminate the tenancy.
- 5.3.4 Our tenancy agreement will set out the requirement for the tenant to live in the property as their only or principal home and their obligations and the restrictions in terms of subletting and assignment. During routine visits to our properties, we check who is occupying the premises.
- 5.3.5 Where appropriate and in accordance with the law we will cooperate with other agencies where tenancy fraud is suspected.

5.4 Tenancy Termination

- 5.4.1 Tenancy agreements will state:
- That tenants must give Perran 28 days written notice.
 - During the notice period, but before the end of the tenancy, the tenant must allow Perran to inspect the property.
 - The property must be left with and all fixtures and fittings in good and clean condition. If the resident has kept pets, they are responsible for ensuring the property is free of infestation, Perran will recharge for items left and any damage caused – fair wear and tear excepted.
 - If any possessions are left in the property outbuildings, or gardens after keys have been returned, Perran can dispose of them, and may charge you for any costs in doing so.
 - The tenant must arrange with Perran to pay all outstanding rent or other charges when you leave their home.

- The Tenant must notify any utility companies that they are moving out.
- The resident must not leave anybody else living in the property when they move out must not abandon any animals at the property.

5.5 Succession

5.5.1 Perran will grant tenancy succession to a tenants partner, married or unmarried, same, or different sex, provided they lived with the resident at the time of their death, and it was their only or principal home. Only one succession of a property is permitted; therefore, if the deceased resident was themselves a successor no further succession can take place. In addition, the person succeeding would normally be expected to be at least 18 years old and must not own or rent another property, with this being their principal home.

5.6 Decanting Residents

5.6.1 If we are required to decant a tenant on a temporary basis to fulfil our landlord obligations we will use a short term contractual **Temporary Tenancy** that does not provide any security of tenure at nil cost to the tenant. The tenant will retain their main tenancy and rent will be charged at their principal address.

5.6.2 Mutual exchange/ Transfer

5.6.3 Tenants transferring to Perran properties from other social housing providers, and who have assured or secure tenancies, will be offered assured tenancies with no starter tenancy period.

5.6.4 Perran will not approve mutual exchanges for:

- Tenants of Starter Tenancies
- Where a customer does not meet any Section 106 requirements;
- Where a customer has the protected right to buy and the Perran property is unable to be sold due to loan or some other covenant or restriction
- Where our property is being considered for disposal
- The proposed mutual exchange involves an out of county transfer

5.7 Appeals

5.7.1 Perran will act transparently in applying this policy. Where applicants or tenants do not agree with a decision Perran have made in relation he decision they have a right to appeal out decision as set out in our Complaints Policy.

6 | **Policy Management**

6.1. The Project Committee have overall responsibility for this policy, which will be implemented by Perran's managing agent. The managing agent will be responsible for keeping the policy under review and suggesting any required changes.

- 6.2. The Project Committee (and in due course, the Board) will receive assurance that the policy is being complied with through reports on tenancy renewals and changes and internal audit activity.

7 | **Background Documents**

- 7.1. This policy should be read in conjunction with the legal and regulatory documents listed below:

- RSH Regulatory standards

and the following strategies and policies:

- Allocations Policy
 - Eviction Policy
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