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## TENANCY MANAGEMENT POLICY

### 1. Context aims & objectives of this policy

Our Society has two traditional well converted houses, each in side streets convenient to local amenities in a pleasant coastal town which attracts retirees but also has considerable sheltered and care home accommodation. We can accommodate 18 residents, but typically have several vacancies through turnover and the time and difficulties of recruiting new tenants whose average age grows increasingly higher. We recognise the importance of effective tenancy management in providing a standard of accommodation in which older people will wish to live and understand that well managed tenancies can provide a positive impact on the quality of life in our houses and the wider community.

### 2. Prospective Tenants

Our rooms and flats are let to individuals, and occasionally couples, aged 55 or over with a sheltered housing need, able to live independently with or without appropriate support, and either having sufficient income to meet our rents or have recourse to public funds if needed. Ideally we seek a friend or relative to act as sponsor and external contact. All new tenants in the UK must be able to prove that they have the right to rent a home.

Our policy is to insist on an initial trial of two weeks, using a license agreement to let a furnished room, during which time decisions and preparations can be made and a tenancy agreement prepared.

The potential tenant is responsible for cleaning and own linen so that the trial is not simply a holiday and the tenant experiences the possible constraints of communal living.

During the trial a detailed support, needs and risk assessment is made, policies are explained and a residents handbook provided, and any questions and queries answered. For fire safety reasons, we test that they are physically able to vacate the building unaided when necessary and have the mental capacity to understand the evacuation plan and alarm systems.

Any understated or undiagnosed health & dementia problems or antisocial behavioural issues are likely to become evident during a trial period. These and other factors involved will be carefully considered by our Admissions Secretary, the house manager and house committee and a negative decision on our part will be clearly explained. Tenants will have the right to appeal against any decision.

Existing residents will have had contact with an applicant during their trial and, occasionally, may hold concerns about an applicant. This does not extend them any right or responsibility for the selection of new residents and we remain solely responsible for making decisions about offering a tenancy based on whether it can meet the applicant's needs in accordance with our policies.

### 3. Tenancy Agreements

We offer a Guest Stay based on a Licence of up to 14 days to cover trial periods, and occasionally if an individual wishes to move in for a time-limited period not exceeding 28 days.

Following any trial period, and assuming that both we and the prospective tenant wish to proceed, we then offer an Assured Periodic Tenancy agreement (largely based upon the TAS model).

#### **Garage Parking or parking within the Property Boundaries**

A separate leasing arrangement is made for tenants who require off street parking provided that the vehicle is roadworthy, taxed and insured. We will monitor that vehicles kept within the boundary of our property meet the lease conditions and take appropriate action if these are not being upheld.

#### **4. Tenancies**

If no trial period has been involved, either shortly before or in the very early stages of taking up residence a detailed support, needs and risk assessment is made, policies are explained and a residents handbook provided, and any questions and queries answered. For fire safety reasons, we test that they are physically able to vacate the building unaided when necessary and have the mental capacity to understand the evacuation plan and alarm systems.

Supporting residents to successfully sustain their tenancies is important to us. We are committed to ensuring that we maintain good individual relations, but also to ensure the overall smooth running of the community which we have created. We will take appropriate action where problems arise, including support to enable the resident to remedy any breach of tenancy conditions. We will, however, if necessary seek to end the tenancy where problems cannot be resolved.

We are fortunate in never having had to give notice, though “moving on” action is often required, usually for medically related reasons.

Our aim is to treat all residents fairly, with respect and professionalism in accordance with Abbeyfield values. We adopt a consistent, fair and transparent approach; exercising our landlord duties in compliance with relevant legislation, regulation, statutory guidance and the tenancy agreement. We ensure inform our residents of their rights and responsibilities and the service they can expect from us.

Applicants also have the right to raise concerns about any part of their experience with us - including the right of appeal if not offered housing – in accordance with our Complaints Policy. As a housing association, there is also a right of appeal to the Ombudsman once they have exhausted our complaints procedure.

#### **5. Moving On**

The need to evacuate in the event of fire can become an issue in homes where it is not possible to have a stay-put policy. Sometimes, because of physical disability or cognitive impairment, residents' can no longer evacuate in the event of a fire without assistance. There will be other times when increasing frailty mean that sheltered housing such as ours can no longer offer safe or dignified housing for a resident. In these circumstances it will become necessary for us to begin a discussion with the resident (and if appropriate their family) about moving on to more suitable accommodation.

While such discussions are taking place it is necessary for us to check that the fire safety arrangements fully reflect the residents needs.

#### **Reasonable Adjustments**

We want residents to be able to stay in their home as long as they wish. If a resident's needs change, we will take all reasonable steps, including adjustments to their home and the involvement of any external agencies, to enable them to do so. This will include considering the need for any appropriate aids and adaptations.

### **Sudden significant and permanent change in a resident's health**

As described above, we try to avoid emergency move-on situations through the regular risk assessment process and whenever an incident or serious medical issue arises. In exceptional circumstances, such as sudden and acute behavioural problems, we may need to act quickly. If the individual presents an immediate danger to themselves or others, the appropriate Agencies will be contacted. In such a situation, we will seek to secure the best possible outcome for the resident by working with them, their sponsor or other representative, and the Agencies involved.

### **6. Ending a Tenancy**

Residents may end their tenancy by giving no less than one calendar month written notice. An assured periodic tenancy agreement will otherwise continue until it is ended by the resident or by us. This can happen when:

- We and the resident agree to end the tenancy (technically we accept surrender of the tenancy);
- We accept surrender of a property by the resident or a resident dies (note a tenancy does not end on death, rather it continues until surrender is accepted. It may prove necessary to go to court to end the tenancy)
- We take possession of a property following a legal process;
- A resident or a person with appropriate powers to act on their behalf serves a valid notice to end their tenancy.
- If a resident does not use our accommodation as their only or main home, the tenancy is not an assured tenancy and it is only necessary for us to provide 4 weeks' written notice that the tenancy will end.
- In the absence of any of the above-mentioned events, we may only end an assured periodic tenancy by obtaining a court order for possession.

### **7. Eviction**

We will only seek to evict a resident as a last resort and after all other methods of resolving disputes have been exhausted including mediation. We would seek TAS and/or legal advice at the time to ensure that those involved follow appropriate procedures in line with tenancy agreements and all relevant legislation. In doing so we will adopt a consistent, fair and transparent approach throughout.

#### **Grounds for Eviction**

An assured periodic tenancy can only be ended by obtaining a court order for possession. A court order for possession can only be obtained by relying on one or more of the grounds listed in the 1988 Housing Act, as amended by the 1996 Housing Act, or any grounds added by future legislation. The seventeen grounds for serving Notice to terminate an assured tenancy are set out in the Housing Act 1988 Schedule 2 Part 2 – see Appendix.

In line with the Housing Act 1988, the circumstances in which we may serve Notice to Seek Possession (NISP) include:

- when arrears of rent are outstanding and no agreement has been made, or where an agreement has been made and has been breached.
- when a resident is causing nuisance to other residents or staff.
- as a result of another breach of the tenancy agreement – for example, a resident sublets any part of their home.
- An offer of suitable alternative accommodation has been made to a resident for when the possession order takes effect.

The only other grounds where eviction will be sought are where the resident or someone connected with them has been involved in serious Anti-social Behaviour or criminality linked to their tenancy. In these circumstances we will consider applying to the courts for an absolute ground for possession.

### **Notice (NISP)**

If a dispute cannot be resolved through discussion and negotiation, Abbeyfield will serve a Notice of Intention to Seek Possession (NISP) to terminate the tenancy as a last resort. The NISP must usually be set out in a prescribed form.

Advice - probably needs to be prepared by a Legal professional.

### **Unauthorised Occupants**

The detection and eviction of unauthorised occupants and squatters is important because it means that a valuable resource is unavailable to those in greatest housing need and unauthorised occupants are likely to be incompatible within the communal nature of our sheltered housing. We will not tolerate any unauthorised occupation of our properties and will take prompt action in accordance with relevant legislation to remove anyone who is found to be in illegal occupation as quickly as possible.

### **8. House Closure**

The most likely scenarios in the event of a serious reduction in demand for our services is closure of one of our houses, takeover by TAS or takeover/merger with another independent Abbeyfield Society or similar organisation. With any of these outcomes, we would expect residual tenants to be offered accommodation in another suitable property. Provision for any appropriate home loss payment or disturbance payment due would either be met by our Society or the organisation which then takes control of our assets. We would expect any such payment to be in line with then TAS policy and/or statutory provision.

### **9. Changes over previous Version**

Originally introduced in June 2018, this version remains unaltered following review in March 2020