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MAGNA HOUSING

TENANCY POLICY

1. Introduction

- 1.1 We use a variety of occupation agreements when letting our residential properties. This policy sets out the circumstances in which we will grant each type of agreement. We aim to target resources at those in housing need, make best use of our properties and ensure that they are occupied in accordance with our charitable objectives.

2. Policy

Starter Tenancies

- 2.1 Starter (periodic assured shorthold) tenancies will be used for most new tenants in general needs, sheltered, supported and extra care housing.
- 2.2 Starter tenancies will not be used for:
- 2.2.1 Magna tenants who are transferring to another property, unless they are already on a starter tenancy in which case they will be granted a new starter tenancy
 - 2.2.2 tenants of another registered provider or local authority who transfer to a Magna property, unless they are already on a starter or introductory tenancy in which case they will be granted a new starter tenancy

¹ The Board decided to retain control over all aspects of this policy, save for factual updating

- 2.2.3 tenants of sub-market or intermediate rent properties and tenants of properties leased to Magna from another landlord, who will all be granted a standard assured shorthold tenancy
- 2.2.4 Tenants in supported housing, who will be granted a periodic assured or assured shorthold tenancy or licence depending on the nature of the accommodation.
- 2.3 Following a successful 12 month starter period, a starter tenancy will convert:
 - 2.3.1 to a periodic assured tenancy for tenants in sheltered, supported and extra care housing.
 - 2.3.2 to a fixed term assured shorthold tenancy for a term of 5 years for tenants in general needs housing.

Fixed Term Tenancies

- 2.4 Tenancies for new tenants in general needs housing will convert to fixed term tenancies for a term of 5 years following a successful starter period. In addition, we will normally grant fixed term assured shorthold tenancies for a term of 5 years in general needs housing to:
 - 2.4.1 existing fixed term tenants who are transferring from another Magna property; and
 - 2.4.2 tenants on fixed term or flexible tenancies who are transferring from another social landlord.
- 2.5 In some circumstances, we may grant fixed term tenancies for terms of less than 5 years but not less than 2 years. These circumstances include, but are not limited to, those set out in paragraphs 2.10, 2.13 and 2.14 of this policy.
- 2.6 Before the expiry of a fixed term tenancy, we will review the household's circumstances and housing need and decide whether or not to grant another fixed term tenancy. We will grant a new tenancy at the end of a fixed term unless one or more of the following criteria applies:
 - 2.6.1 **Size** –where properties are larger than the household reasonably requires;

- 2.6.2 **Charitable objectives** –if a household’s income or other circumstances have changed to such an extent that the tenants are no longer eligible to be charitable beneficiaries;
 - 2.6.3 **Extensive adaptations** –if the current property has extensive adaptations that the current occupants no longer require;
 - 2.6.4 **Serious and/or persistent breaches of the tenancy agreement** - such as anti-social behaviour, arrears or other housing-related debts;
 - 2.6.5 **Failure to co-operate in the review process** –where a tenant fails to co-operate in the review.
 - 2.6.6 **Suitability of property** – if the property/services/facilities are no longer suitable for the tenant we will not grant a new tenancy in the same property but may grant a tenancy in a more suitable property.
- 2.7 The outcome of the review will be a decision:
- 2.7.1 to grant another fixed term tenancy in the same property; or
 - 2.7.2 to grant another fixed term tenancy in a different property; or
 - 2.7.3 to grant a periodic assured tenancy in sheltered or supported housing; or
 - 2.7.4 not to grant another tenancy. In this case, we will provide the tenant with advice and assistance on finding alternative accommodation.

Assured and Assured Shorthold Periodic tenancies

- 2.8 We will grant fully assured periodic tenancies to:
- 2.8.1 secure or assured tenants who are transferring from another Magna property or from another social landlord
 - 2.8.2 tenants moving from temporary accommodation provided by Magna or the local authority due to an urgent reason through no fault of their own and who immediately prior to moving into temporary accommodation held a secure or assured tenancy with Magna or another social landlord. For example, where a former secure or assured tenant is fleeing violence or their home is uninhabitable as a result of fire, flood, subsidence or

natural disaster or they are accepted as statutorily homeless by the local authority.

2.8.3 existing Magna tenants, excluding those on a starter tenancy, who transfer to sheltered or extra care housing

2.8.4 tenants in supported housing where the accommodation is intended to be long term.

2.9 We will grant periodic assured shorthold tenancies to:

2.9.1 tenants of intermediate and other sub market rent properties

2.9.2 tenants of properties leased to Magna from another landlord

2.9.3 tenants of accommodation intended to be temporary or short term. Examples include some supported housing and tenancies granted in properties which are due to be demolished or redeveloped.

Demoted Tenancies

2.10 Where appropriate we may seek demotion orders against periodic assured or fixed term assured shorthold tenants, as part of our approach to dealing with anti-social behaviour. If a court grants a demotion order, a periodic assured tenancy or a fixed term assured shorthold tenancy will be replaced with a demoted assured shorthold tenancy for one year (or longer if possession proceedings have been commenced during that year). After the demotion period, a former periodic assured tenancy will revert to being a periodic assured tenancy. In the case of former fixed term tenancies, we will grant a new fixed term tenancy equivalent to the fixed term remaining before the tenancy was demoted but subject to a minimum term of 2 years.

Licence Agreements

2.11 We will use licences in some supported housing schemes where, due to the nature of the accommodation, this is more appropriate as:

2.11.1 residents do not have the exclusive use of any part of the accommodation and/or

2.11.2 we require unrestricted access to residents' rooms to provide high levels of support or protect the residents' welfare and/or

2.11.3 for the efficient management of the accommodation, residents are moved between rooms.

2.12 When we assist a local authority with its duty to provide interim accommodation for an applicant following a homelessness application, we will use a licence agreement excluded from the requirement to issue 4 weeks' notice under the Protection from Eviction Act 1977.

Mutual Exchange

2.13 Mutual exchanges between two periodic assured tenants or a periodic assured tenant and a secure tenant will be by way of assignment, whereby each tenant takes over the tenancy of the tenant with whom they exchange.

2.14 Mutual exchanges between a fixed term tenant and a periodic assured or secure tenant will be by way of surrender and grant of a new tenancy. The assured or secure tenant will be granted a new periodic assured tenancy and the fixed term tenant will be granted a new fixed term tenancy of no less than 2 years and no more than 5 years.

2.15 Mutual exchanges between two fixed term tenants will generally be by way of assignment. However, where one tenant has less than 2 years remaining on their fixed term tenancy, the exchange will be by way of surrender and grant of a new fixed term tenancy. Each new tenancy will be of no less than 2 years and no more than 5 years.

Tenancy Periods

2.16 From 1 April 2020, all new tenancies will be monthly. Existing tenants on weekly tenancy agreements will be offered the chance to convert to a monthly tenancy.

Right to Appeal and Complain

2.17 Tenants or prospective tenants may appeal against the length of fixed term tenancy offered, the type of tenancy offered and against any decision not to grant another tenancy on the expiry of a fixed term. Appeals should be made in writing and will normally be

considered by the head of housing services. If the appeal is unsuccessful the tenant or prospective tenant may use our formal complaints procedure. Tenants may also use the formal complaints procedure for any other complaints they have about their tenancy agreement or the way their tenancy has been dealt with.