
Registered Provider Tenancy Policy

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Registered Provider Tenancy Policy

1. Introduction

1.1 This Policy has been formulated in collaboration with the Local Authority, North East Derbyshire District Council (NEDDC), in order to complement their guidance as set out within the NEDDC Tenancy Strategy.

1.2 The way Rykneld Homes Limited (RHL) manages and lets properties aims to further our community and organisational vision as set out in our Business Plan. Our corporate objectives and goals cover the following areas of:

- Providing more homes
- Improving homes and keeping people safe
- Investing in the future
- Sustainable communities.

1.3 These objectives form the basis for our decision making and the content of our Tenancy Policy. Rykneld Homes will use the appropriate method of letting and tenancy management after taking consideration of:

- Local circumstances and the impact of decisions on the local community
- Rykneld Homes' vision for the area and how this links with NEDDC's Tenancy Strategy
- The profile of new tenants and applicants on our Housing Register and how this data informs us about the needs and aspirations of the households entering RHL properties.

1.4 There are a range of management and tenancy options available to RHL in order to achieve our objectives, make progress towards our vision and meet local housing need and demand.

1.5 Rykneld Homes aims to manage tenancies in such a manner to build strong, involved communities, encourage tenancy sustainment, meet a household's long term housing need and provide targeted support to enable this to happen wherever possible.

1.6 Rykneld Homes has the following interventions in place to:

- Sustain tenancies:
 - Pre-allocation assessments to enable support to be given early where required and inform a pre-tenancy support plan
 - Financial inclusion advice and support
 - Community Involvement activities and projects

- Support solutions to increase longer term independent living
- Adopting a flexible approach to tenancy management to achieve the best outcomes for our customers and the organisation
- Strong partnership links with other organisations who could provide additional help and support as required.
- Prevent unnecessary evictions:
 - Clear procedures for tenancy breaches, including offering early support
 - Offering options and realistic timescales to customers to rectify any breach or notice
 - Putting repayment arrangements in place for any outstanding arrears
 - Offering training and support on how to manage money
 - Working with our customers to optimise their income and better understand any benefit entitlement.
 - Pre Court protocols and Equality Impact Assessments to protect vulnerable people and ensure full consideration of individual need is considered prior to legal action being undertaken.
- Tackle tenancy fraud:
 - A thorough application and verification process in place prior to any offer of accommodation being made
 - Early tenancy visits at the start of each tenancy
 - Regular tenancy visits for existing customers
 - Regular partnership meeting with other agencies to identify any tenancy irregularities
 - Formal reporting mechanisms for all staff members if they have a tenancy concern.

1.7 Rykneld Homes has options to provide different types of tenancies depending on the circumstances of the customer. The kinds of tenancies RHL will grant include:

- Starter Tenancy
- Assured Tenancy
- Assured Shorthold Periodic Tenancy
- Licence and Occupancy Agreements.

2. Starter Tenancies

- 2.1 All new tenants who are not transferring from an existing secure or assured tenancy (with no break in tenancy) will be given a 12 month starter tenancy.
- 2.2 A starter tenancy has largely the same rights as our assured tenancies minus the right to acquire, the right to assign, the right to register for a transfer and the right to apply for alterations outside of the Adaptations Policy.
- 2.3 Starter tenancies will only be brought to an end by means of possession if the tenancy conditions are breached. Possession will be sought through a Court Order using the grounds for possession contained within schedule 2 of the Housing Act 1988.
- 2.4 On successful completion of a starter tenancy, the tenancy will convert to an assured or a fixed term assured shorthold tenancy (whichever was offered at the point of sign up) on the day of expiry of the starter tenancy. Please see below for more information on the tenancy types.
- 2.5 Rykneld Homes reserve the right at our discretion to extend starter tenancies a further six months, up to a total period of 18 months. If we do extend the starter tenancy, we will give at least two months' notice before the expiry date of the starter tenancy. Tenants have the right to appeal against any extension of their starter tenancy and we will give details of how they can do this in the notice of extension.

3. Assured Tenancies

- 3.1 This type of tenancy is the standard tenancy offer for all applicants who are transferring from an existing secure or assured (with no break in tenancy), and for tenants who have successfully completed their starter tenancy and do not fall into any of the fixed term assured shorthold criteria.
- 3.2 An assured tenancy is the highest form of tenancy security offered by RHL. The tenancy can only be terminated by possession under one of the grounds in schedule 2 of the Housing Act 1988 or if the tenant ceases to occupy the property as their only or principle home.

4. Fixed Term Assured Shorthold Tenancies

- 4.1 Rykneld Homes do not offer any new fixed term assured shorthold tenancies. For any of this type of tenancy remaining, from the short period of time these were offered, the following principles apply:
- 4.2 Rykneld Homes will not take possession of a fixed term assured shorthold tenancy within the first six months of the tenancy unless it is for a breach of tenancy. After six months from the start of the tenancy, RHL has the right to regain possession by serving a two month notice under Section 21 of the Housing Act 1988. On expiry of the notice, if the tenant has not left, then a Court Order must be obtained requiring the tenant to leave but this does not need to specify any grounds for possession.

- 4.6 Rykneld Homes will review each fixed term tenancy prior to the term of the tenancy coming to an end. The review will decide whether or not another fixed term tenancy will be offered. The circumstances where RHL may offer another tenancy but at an alternative property include, but not limited to:
- If the tenants circumstances remain the same as when they were awarded the tenancy despite them, where appropriate i.e. in situations of domestic abuse and fleeing an owned home, being proactive to resolve their situation and:
 - If a property is under occupied
 - If a property is over occupied/over crowded
 - The property is not suitable for the needs of the tenant
 - The tenant requires re-housing to a more suitable area/home.
- 4.7 The circumstances where RHL may not offer another tenancy at all include, but are not limited to:
- If the tenant's circumstances remain the same as when they were awarded the tenancy and they have not been proactive in resolving their situation i.e. in situations where they have fled domestic abuse, have maintained legal ownership of another residential property and have not pursued a sale despite it being safe to do so.
 - Tenant's circumstances have changed and they are no longer eligible for housing under the Allocations Policy
 - Disposal or refurbishment of property
 - Any serious breach of tenancy such as; Rent Arrears (current and historic), Anti-Social Behaviour Complaints, Nuisance Complaints
 - Tenancy fraud has been identified during the fixed term
 - The tenant has not engaged in the review process and therefore information cannot be verified
 - The tenant does not wish to accept the terms of the new fixed term tenancy
 - The tenant has come into legal ownership of another residential property.
- 4.8 Each fixed term tenancy will be reviewed at least four months prior to the end of the fixed term. How the tenancy has been conducted will be considered, taking into account all aspects of the above list in relation to the reasons why we would not grant another tenancy. The review will be completed at least two months prior to the end of the fixed term so the appropriate notice can be given where necessary.
- 4.9 If the review goes beyond two months prior to the end of the fixed term tenancy, an assured shorthold periodic tenancy will take the place of the fixed term assured shorthold tenancy until the review is complete or a new fixed term tenancy is granted.

- 4.10 The review will also consider the suitability of the current property and may recommend an alternative property type.
- 4.11 If another tenancy is not going to be granted, two months' notice will be given in the form of a Section 21 notice. Rykneld Homes will meet all obligations under the Housing Act 1988 Section 21, which states:

On or after coming to an end of an assured shorthold tenancy which was a fixed term tenancy, a Court shall make an order for possession... if it is satisfied –

- a) That the assured shorthold tenancy has come to an end and no further assured tenancy (whether shorthold or not) is for the time being in existence, other than an assured shorthold periodic tenancy (whether statutory or not); and
- b) The landlord or, in the case of joint landlords, at least one of them has given to the tenant not less than two months' notice in writing stating that he requires possession of the dwelling-house.

5. Appeals

- 5.1 An applicant has the right to request a review of the length of fixed term assured shorthold tenancy offered to them via our existing complaints process within 21 days of the offer being made. The review may only be requested on the basis that the length of the term does not accord with the Policy.
- 5.2 Existing tenants can appeal against the decision not to grant another tenancy on expiry of the fixed term assured shorthold tenancy within 21 days of issuing the Section 21 notice. This can be requested via our complaints process. The appeal may only be requested on the basis that the decision made does not accord with the Policy.

6. Assured Shorthold Periodic Tenancies

- 6.1 Rykneld Homes will not normally issue an assured shorthold periodic tenancy. This type of tenancy is usually on a weekly or monthly agreement. This will be done in exceptional circumstances such as:
- Where a fixed term assured shorthold tenancy has expired and a new tenancy has not been granted, the tenancy will automatically become an assured shorthold periodic tenancy until such a time a new tenancy has been granted or a Court Order has been obtained for the possession of the property.

7. Licence Agreements

- 7.1 A weekly licence may be issued for temporary accommodation under circumstance such as, but not limited to:
- To discharge temporary re-housing duties

8. Equality, Diversity and Discretion

- 8.1 Rykneld Homes take into account the individual needs of each household upon application and the type of tenancy offered. Those who are considered to be vulnerable, have a long term disability or are over the age of 60 years will be individually assessed. In particular, this will be in relation to the property eligibility to ensure a reasonable degree of stability.
- 8.2 In circumstances where an application has been received to change the tenancy i.e. from a sole to joint or joint to sole, Rykneld Homes reserves the right to use discretion and grant new tenancies where this is appropriate to the circumstances of the individual case.
- 8.3 Rykneld Homes strives to meet the needs of all customers and are committed to reducing inequality, eliminating discrimination and promoting good relations between people of different groups. We are sensitive to the specific needs of all new applicants and customers and actively seek to identify those needs and do what we can to ensure these needs are met. This may mean, on occasion and at our discretion, we will offer a tenancy type outside the terms of this Policy. On the occasions this occurs, the decision will be made via our Discretionary Housing Panel.

9. Housing Options Advice

- 9.1 Rykneld Homes will provide advice and assistance for people who will not be granted a new tenancy on expiry of their fixed term assured shorthold tenancy. This advice and assistance may consist of:
- How to apply for a property in the private sector or with other housing providers in the public sector
 - How to go about applying for a shared ownership or outright purchase of properties
 - How to obtain independent legal advice.
- 9.2 Rykneld Homes will inform the Local Authority (NEDDC) if a tenancy is not to be renewed. This is so we can work in partnership to assist in preventing a homelessness situation developing.
- 9.3 Rykneld Homes will also refer individuals to NEDDC Housing Options Team and towards independent legal advice if they are at risk of eviction.

10. Succession Rights and Discretionary Successions

- 10.1 Rykneld Homes abides by the statutory right for a tenancy to be succeeded and we will not unreasonably refuse a request for a succession to take place. Statutory succession happens by 'operation of law' and is not something 'granted' by the landlord. The criteria for a succession are stated within the Housing Act 1985 and 1988, the Localism Act 2011 and the Housing and Planning Act 2016. Rykneld Homes will refer to this when approving/ refusing a succession request.
- 10.2 Only one statutory succession can take place per tenancy.

10.3 Customers who gain a tenancy by succession could be placed on a fixed term assured shorthold tenancy as per the Housing and Planning Act 2016. The length of the tenancy will be dependent on the individual circumstances.

10.4 Rykneld Homes can grant discretionary succession rights, a maximum of two successions per tenancy in total, in exceptional circumstances and will be done by the granting of a new tenancy. This will be assessed on a case by case basis and will be at the sole discretion of RHL. The assessment will be considered by our Discretionary Housing Panel and assess such things as, but not limited to:

- Vulnerability and capacity of the remaining occupant
- Suitability of accommodation
- Homelessness prevention
- Ability to meet their own housing needs.

11. Contact

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