



# Tenancy Policy



## **1.0 Purpose of the tenancy policy**

- 1.1 This Policy sets out the types of tenancies, which will be granted to new tenants of Council-owned homes from 7<sup>th</sup> April 2014. It does not affect those who are already tenants at that date.
- 1.2 New tenancies of Council-owned homes are granted on behalf of the Council by Solihull Community Housing (“SCH”), which is a Council-owned ‘arms – length’ management organisation (ALMO).
- 1.3 The grant of a new tenancy normally follows the allocation of a home by SCH through the Solihull Home Options (“SHO”) scheme.
- 1.4 SCH will set out all required information relating to the tenancy in a written tenancy agreement, to be signed by the tenant, and in the Tenants’ Handbook

## **2.0 Background and scope of the tenancy policy**

- 2.1 The production of this document meets the Council’s obligations under the revised tenancy standard of the Housing and Regeneration Act 2008 introduced by the Localism Act 2011, which requires all providers of social housing to publish a Tenancy Policy. This is to enable local communities to understand clearly how the Council is responding to local housing needs whilst sustaining places and communities.
- 2.2 This Policy has regard to Solihull’s Tenancy Strategy and the Council’s strategies on housing and homelessness. Links to these sources of information are given at section 22 of this Policy.
- 2.3 In approving this Policy, the Council has sought to balance the need to maximise the use of the social housing in the Borough with the need to provide tenants with a reasonable level of security and to support stable communities.

## **3.0 Principles**

- 3.1 This Policy introduces an important change in the tenancies which are offered by SCH on behalf of the Council:

- All new tenants will be granted an Introductory Tenancy, which will normally be for twelve months (see section 5). This will be reviewed toward the end of its term and, if it has been conducted satisfactorily, a longer-term tenancy will be offered.
- Working-age tenants will be offered a Fixed Term Tenancy, usually of five years' duration, although it may be for a shorter period (see section 6). This will be reviewed toward the end of the term and will normally be followed by the grant of a further fixed term.
- Tenants who are of state pension age will be offered a Secure Tenancy with no time limit and no need for formal review.
- There will be some exemptions from Fixed Term Tenancies for those who have left the care of the Council or have been looked after by the Council, and for some tenants with substantial and long-term disabilities (see section 7).
- Where SCH has developed new homes since 2010, different tenancies are used. These are explained at Section 23 of this document.
- Most social rented homes provided by housing associations are let through SHO. Each association will have its own Tenancy Policy.

## 4.0 Tenancy types

- 4.1 In all cases, the Council will issue the customer with a tenancy agreement for their new home; this is a legal agreement between the Council and the tenant, which sets out the rights and responsibilities of both parties. The type of Tenancy Agreement issued will be one of the following:

Type of Tenancy	Legal basis	Definition	Duration
Secure Tenancy	Housing Act 1985	Periodic tenancy following a introductory tenancy	Lifetime

<b>Fixed-term (Secure) Tenancy</b>	<b>Housing Act 1985 as amended by the Localism Act 2011</b>	<b>Fixed-term tenancy following a introductory tenancy</b>	<b>Minimum of 5 years in general. 2 years in exceptional circumstances</b>
<b>Introductory Tenancy</b>	<b>Housing Act 1996</b>	<b>Trial tenancy</b>	<b>12-months (extendable by 6 months in some circumstances)</b>
<b>Non-secure Tenancy</b>	<b>Housing Act 1985</b>	<b>Non-secure tenancy offered to some homeless households</b>	<b>Periodic tenancy</b>

4.2 The main aspects of each tenancy are set out below.

## 5.0 Introductory tenancies

- 5.1 All new tenants will be offered an introductory tenancy for the first year of their tenancy.
- 5.2 New tenants who are transferring from another social landlord will not be offered an introductory tenancy if they were a secure (whether or not for a fixed term) tenant immediately prior to the transfer.
- 5.3 All new tenants will receive a tenancy agreement setting out the introductory period and indicating the type of tenancy they will have when the introductory period ends, subject to there having been no breach of the tenancy agreement during the introductory period.
- 5.4 Before the end of the twelve-month introductory period, the tenant will be asked to attend a review meeting.

- 5.5 Unless steps have been taken to end the tenancy they will be offered:
- A fixed-term tenancy
  - A secure tenancy (with no end date) or
  - An extension to the introductory period.
- 5.6 An introductory tenancy may be brought to an end if the tenant has broken the terms of his or her tenancy agreement. This includes criminal activity, antisocial behaviour and rent arrears. Where there are issues with the conduct of the tenancy, which are not sufficiently serious to end it, SCH may extend the introductory period for six months and then review again.

## 6.0 Fixed-term tenancies

- 6.1 A fixed-term tenancy is a secure tenancy for a specified period of time with modified statutory rights. The main difference between a periodic secure tenancy and a fixed-term secure tenancy is that the former can only be brought to an end if a court thinks it is reasonable to make an order for possession. With a fixed-term tenancy, the court must order possession if the fixed term has ended.
- 6.2 From 7 April 2014, the majority of new tenants of working-age will be offered fixed-term tenancies following satisfactory completion of the introductory tenancy.
- 6.3 Fixed-term tenancies provide a formal basis for SCH to review tenants housing needs and aspirations, and work with them to realise those goals.
- 6.4 Fixed-term tenancies will be formally reviewed by SCH before the end of the term, and this process and the possible outcomes are explained at section 12.0 of this Policy.
- 6.5 It is expected that most tenancies will be renewed on review so tenants may have a succession of fixed terms. However, some tenants' needs change over time, and the reviews will take these changes into account.
- 6.6 Where tenants no longer need a particular type of accommodation –such as a larger family home or an adapted property, the flexible nature of fixed-term tenancies will allow us to work with and support the tenant to move to accommodation that is more suitable.
- 6.7 SCH will provide appropriate housing advice and assistance to address these needs and, where appropriate, carefully consider whether the tenant should be re-housed and the adapted property be allocated to someone requiring these adaptations to ensure that the best use is made of that property and a scarce resource is made available to as many applicants as possible.

- 6.8 Decisions on these matters will be made sensitively, particularly where the tenant has suffered bereavement.
- 6.9 Fixed-term tenancies will usually be for a period of five years. This provides a reasonable degree of security and stability, while enabling us to make best use of the housing stock for those in need.
- 6.10 There may be exceptional circumstances, which may justify granting a tenancy for less than five years and these are set out at section 11.0 of this Policy.
- 6.11 The use of shorter tenancies is intended to help reinforce the tenant's responsibilities under the tenancy agreement and to enable any necessary support to be put in place.

## 7.0 Secure tenancies

- 7.1 Secure tenancies will be offered to:
- Existing secure tenants moving to another social rented property;
  - At the end of the introductory tenancy where the tenant (or a member of his or her household) is of state retirement age;
  - At the end of the introductory tenancy where the tenant has left the care of or has been looked after by the Council (first social tenancy only).
  - At the end of an Introductory Tenancy where it has been determined by SCH that the tenant or a member of their household has a substantial and long-term disability and that the granting of a secure tenancy is appropriate to their circumstances.

## 8.0 Demoted tenancies

- 8.1 Demoted Tenancies are one of a range of methods that will be used to manage tenants who are participating in, or creating anti-social behaviour.

- 8.2 If a secure tenant, a member of their household or a visitor, is carrying out acts of anti-social behaviour, the Council can apply to a court for a Demotion Order. A Demotion Order has the effect of terminating a secure tenancy and replacing it with a demoted tenancy.
- 8.3 To obtain such an order the judge must agree with us that it is reasonable to demote the tenancy based on the facts of the case. Should the demoted tenant continue to breach the tenancy conditions, an application for a possession order may be made.
- 8.4 Demoted tenancies will usually last for 12 months; however, they can be extended if legal action has begun.
- 8.5 Towards the end of the demotion period SCH will consider whether it is appropriate to replace the secure tenancy with a fixed-term tenancy.

## 9.0 Tenancy rights

- 9.1 Each type of tenancy offers a specific level of security, as set out in the following table.

Tenancy	Ends at fixed-term	Can be brought to an end by SCH
Introductory	12 months	By serving a notice under s128 Housing Act 1996 and obtaining a possession order
Secure	N/a	Court orders possession for breach of tenancy conditions under Housing Act 1985 (Sch 2)
Fixed-term	5 years (2 years in exceptional circumstances)	By an order of forfeiture or a Court orders possession for breach of tenancy conditions under Housing Act 1985 (Sch 2)

Demoted	12 months	By serving a notice under s143B of the Housing Act 1996 and obtaining a possession order
Non-secure	N/a	By serving a Notice to Quit and obtaining a possession order in some cases

This shows that in most cases SCH will need to obtain a court order for possession of the property.

- 9.2 Each type of tenancy carries additional statutory rights for the tenant, and in some cases, the Council has decided to add to these rights. These are set out in the table below.

Statutory right	Secure Tenancy	Fixed-term Tenancy	Introductory Tenancy	Non-secure Tenancy	Demoted Tenancy
Succession	Yes	Yes	Yes	No	Yes
Repair	Yes	Yes	Yes	No	No
Assignment	Yes	Yes *	No **	No	No **
Right to Buy	Yes	Yes	No	No	No
Take in lodgers	Yes	Yes *	No **	No	No **
Sub-let	Yes	Yes *	No **	No	No **
Right to improve	Yes	Yes *	No	No	No
Mutual Exchange	Yes	Yes	No **	No	No
Right to vote (transfer)	Yes	Yes	No	No	No
Right to be consulted	Yes	Yes	Yes	No	Yes
Right to participate	Yes	Yes	Yes	No	Yes

#### Notes

- 1 \* Shows additional rights agreed by the Council
2. A tenant must obtain permission from SCH before a mutual exchange can proceed or he or she takes in lodgers, sub-lets or improves their home
3. Although introductory tenancies have none of these statutory rights the Council has discretion in exceptional circumstances (e.g. to take in a lodger if the tenant needs a live-in carer). This is indicated by \*\*



## 10.0 The circumstances in which tenancies of a particular type will be granted and the length of those terms

- 10.1 The type and length of new tenancies will be dependent on the household type, but will be a minimum of 5 years, unless there are exceptional circumstances or section 11 of this Policy applies:

Household type	Tenancy type	Length of new tenancy
Those of state retirement age or a person with whom such a person normally resides	Secure	Lifetime
The tenant or a person with whom the tenant normally resides has a substantial and long term disability and SCH determine that the granting of a secure tenancy is appropriate	Secure	Lifetime
Tenants leaving the care of or who have been looked after by the Council	Secure	Lifetime (first tenancy only)
All other new tenants	Fixed-term tenancy	Normally 5 years unless a shorter period is appropriate

## 11.0 The exceptional circumstances in which we will grant fixed-term tenancies for a term of less than five years, following any introductory period

Exceptional circumstances	Tenancy length
Tenants within a few years of state retirement age	Between 2 years and 5 years depending on the number of years to retirement age
Tenants with between 2 years (or less) limited leave to enter or remain in the UK	2 years
Tenants who complete a mutual exchange with less than 2 years of the original fixed-term remaining	2 years
Tenants who did not satisfactorily complete an earlier tenancy	2 years
Some former demoted tenancies	2 years
Occupants without succession rights to whom SCH have exercised discretion	2 years
Where a Notice of Seeking Possession has been issued due to rent arrears and SCH has accepted a payment agreement, which the tenant has kept to.	2 years

If a household is statutorily overcrowded at the time of the review, but no alternative accommodation has been secured	2 years
A tenant who has previously had their tenancy demoted	2 years
The tenant has not kept to a rent arrears repayment agreement for 12 weeks, or has been making irregular payments	2 years
The tenant has received warnings about a breach of the tenancy agreement and there is evidence that the breach is continuing	2 years
Where the tenancy review identifies that, a tenant needs to move but we cannot identify a suitable home before the current tenancy runs out	2 years

## 12.0 Tenancy reviews

- 12.1 All fixed-term and introductory tenancies will be subject to review. It is expected that in the majority of cases a new fixed-term tenancy will be offered at the same or another address unless the tenant is eligible for a secure tenancy. This will help tenants feel settled in their homes and able to contribute to their community. It will also help tenants to understand the reasons why, in certain cases a new tenancy may not be offered.
- 12.2 A review meeting will take place during the introductory tenancy and in the final year of the fixed-term to consider whether a new tenancy should be offered at the same or another property, and; what type of tenancy it will be.
- 12.3 We will contact tenants before the fixed-term tenancy expires to arrange a review meeting. The meeting will take place no later than 9 months before the tenancy expires.

- 12.4 Where a customer has been identified as vulnerable, we will ensure that they have access to additional support to help understand their tenancy and the review process. This includes signposting tenants to appropriate support agencies.
- 12.5 In most circumstances, the review meeting will be organised by the tenant's tenancy management officer. The tenant(s) will be encouraged to invite any support worker, friend or other representative he or she may wish to bring. All joint tenancies both parties must attend.
- 12.6 Tenants are expected to participate meaningfully in the review. We will work closely with customers and other agencies to support customers through the review process.
- 12.7 Every effort will be made to ensure that reviews and that they are held in a way that is sensitive to the needs of the tenant and in particular the needs of disabled and vulnerable tenants. This may involve holding meetings in tenants' homes. The review is intended to be a positive experience for tenants.
- 12.8 If a tenant refuses to cooperate with invitations to arrange a review meeting, after three attempts to contact them, SCH will attempt to verify whether the tenant is still living at the address and investigate any information, which suggests that special support is needed. After the third attempt if we do not detect any vulnerability, SCH will carry out a review in the tenant's absence and, if there are no exceptional circumstances, issue a notice of our intention to end the tenancy on its expiry date.
- 12.9 In some circumstances, the review meeting can be held without the tenant being present. In these cases, the tenant must be living at the property and be unable to participate in the review meeting due to a disability or vulnerability or for some other good reason. A support worker or representative, approved by the tenant, can attend the review meeting in his or her absence or written submissions can be accepted.
- 12.10 Advice may be given on a range of matters, including signposting to other services, such as employment and training and money advice. Referrals may also be made to adult or children's services. The meeting is an opportunity for the tenant to discuss any difficulties they are having managing their tenancy or to report any nuisance or harassment or support issues that may have gone unreported.
- 12.11 Advice will be given, where appropriate, on other housing options, such as extra care/housing for older people, home ownership, renting in the private sector, mutual exchange or other housing mobility schemes.
- 12.12 The review will assess whether the combined income of the household so high that they no longer need social housing and provide appropriate advice and assistance.

- 12.13 For those that are below any threshold but who aspire to other housing options, this assessment will inform a discussion about whether market or intermediate housing may be an option. For tenants on low incomes, the review will also make sure they are receiving all the benefits they are entitled to.
- 12.14 An assessment of the size of property needed will be completed, to determine if there is under occupation or overcrowding.
- 12.15 If the property is under occupied, in most cases, an alternative property, which better meets the tenant's needs, may be offered. The tenant may also be entitled to incentives and other support. Moving to a smaller property may make the rent more affordable.
- 12.16 The Review will consider the general need for continuity of schooling and avoiding disruptive change, the need for households to integrate with the local community, to access employment, health and other local services and whether the household could reasonably be expected to source alternative suitable housing, which is suitable for their needs.
- 12.17 The bedroom entitlement for the purposes of under-occupation and overcrowding is as follows,
- One bedroom is allowed for,
- Head of household (Single adult or couple)
  - Two children of the same sex under the age of 16
  - Two children regardless of sex under the age of 10
  - Any other person aged 16 or over
  - A carer (or team of carers) which provides regular care to a resident disabled person
- 12.18 If there is overcrowding, and a transfer application has not been completed, advice will be given about making a transfer application, applying for a mutual exchange and on any other options. A further fixed-term tenancy at the same address will usually be issued so long as the family are not statutorily overcrowded.
- 12.19 If the property is no longer meeting the needs of the tenant and his or her household, the review will consider what options might be available to better meet those needs.
- 12.20 For tenants with medical or mobility needs, a transfer application may be needed, or it may be appropriate to consider adaptations to the tenant's current home. If the property has been adapted for a person with a disability and there is now no such person living at the property, the review will consider what the future housing needs of the resident household are, and complete a transfer application.

12.21 We will consider the nature and extent of the disability, the relationship between the disability and the individuals housing needs, the way the tenancy has been conducted, any proven breaches of the tenancy agreement and agreements to remedy those breaches.

12.22 Following the review, the following outcomes are possible:

- Tenant offered a new five-year fixed-term tenancy at the same address. This will apply to most tenants;
- Tenant offered a new two-year fixed-term tenancy at the same address. This could include where there have been breaches of the tenancy agreement or where the review has identified a need to move but no suitable property is available. The offer of a two year fixed-term tenancy will be made on the facts of each case and the individuals circumstances;
- Tenant offered new fixed-term tenancy at an alternative address. This will apply where the home no longer meets the needs of the tenant, and an alternative home can be identified before the tenancy expires;
- Tenancy ended: this will apply where the tenant refuses to engage in the review, where the tenant is no longer resident at the address; where there have been serious and persistent breaches of the tenancy agreement and legal action is already being pursued against the tenant.
- For most tenants a new fixed-term tenancy will be granted.
- Where there is under occupation, or where there are adaptations, which the household no longer requires, the tenant will usually be offered a tenancy at an alternative property, of the type or size needed.
- The tenant could be offered if he or she comes within one of the exemptions listed at section 10.1.

## 13.0 Ending a fixed-term tenancy

13.1 Where the fixed-term tenancy was offered on the basis that a further tenancy might be offered at the end of the term, the decision not to offer a new fixed-term tenancy at the same or another property will be made by a senior officer following the review.

- 13.2 A Notice of Non Renewal will be served at least six months before the tenancy is due to end setting out:
- That SCH does not propose to grant a further tenancy on expiry of the term;
  - Why no further tenancy is being granted;
  - That the tenant has a right to appeal, how they can do this and the timescales for appealing;
  - A Notice Requiring Possession will then be served on the tenant giving at least two months notice that possession is required. This can be served at any time until the last day of the tenancy. If the tenant does not move out on the last day of the tenancy, a court order will be applied for to end the tenancy.
- 13.3 Tenants can surrender (bring to an end) their tenancy by giving us 28-days notice (in writing) of their intention to leave the property.
- 13.4 If one joint tenancy terminates the tenancy, but the other joint tenant wishes to remain in the property, SCH will consider whether to grant a new sole tenancy, either in the same property or in another suitable property. A new tenancy will only usually be offered if the tenant would be eligible for the property if he or she had bid for it under the allocations policy, and the property is suitable to meet the needs of the remaining tenant and his or her household. If a new tenancy is offered it will usually be for a 2 year fixed term unless one of the exemptions in section 10.1 of this Policy applies.
- 13.5 Fixed-term tenants may terminate the tenancy by serving a notice in writing on us stating that the tenancy will be terminated on the date specified in the notice. That date must be after the end of the period of four weeks beginning with the date on which the notice is served. We may agree to dispense with the requirement to serve a notice in writing, or allow a shorter period than four weeks, or both. The tenancy will only terminate on the date specified in the notice if on that date, there are no arrears of rent, and the tenant is not otherwise materially in breach of a term of the tenancy.

## 14.0 Reviews

- 14.1 All prospective tenants have the right to ask us to review any relevant decision. A relevant decision means a decision:
- To offer a fixed-term tenancy;
  - Any decision about the length of the term of the tenancy.

- 14.2 The review may only be requested on the basis that the length of the term does not accord with a policy as to the length of the terms of the fixed-term tenancies the Council grants.
- 14.3 Fixed-term, demoted and introductory tenants may request a review of a decision to seek an order for possession.
- 14.4 Introductory tenants have the right to request a review of a decision to extend the initial 12-month period by another six months.
- 14.5 Secure tenants have the right to request a review of a decision to seek a demotion order.
- 14.6 In line with the requirements of the Localism Act 2011, a review request must be made within 21 days of being notified of the relevant decision. The review can be requested in writing, by telephone or in person and should ideally set out why the tenant considers the decision is not in line with the Tenancy Policy. A review about any aspect of a fixed-term tenancy must always be made in writing.
- 14.7 The review will usually be considered within 21 days unless more information is needed to make the decision and could not reasonably be obtained within the 21 days.
- 14.8 A person who is senior to the officer who made the original decision will carry out the review. They will not have been involved in the decision.
- 14.9 All tenants will be given a copy of the review procedures.
- 14.10 Whilst the review is being considered, the tenant or prospective tenant is expected to move into the property with the tenancy term and type offered. Any necessary amendments will be made retrospectively, subject to the outcome of the review.

## 15.0 Advice and assistance

- 15.1 The type of advice and assistance given will depend on whether no further tenancy is being offered, or if one is being granted at another property.
- 15.2 If a further fixed-term tenancy is being offered at another property from the one where the tenant has been living, advice will include general advice on bidding for another property (unless a direct offer is being made), how long it may take before another property is likely to become available and general advice on moving and what needs to be done to prepare for a move. More detailed advice and assistance can be given to suit individual circumstances particularly where tenants are disabled or vulnerable.



- 15.3 If no further fixed-term tenancy is, being offered at any property advice will be given including accessing private rented housing in Solihull and neighbouring areas, and home ownership options.
- 15.4 Where there are children or vulnerable adults in the household Adult and Children's Services may need to be involved.

## 16.0 Succession

- 16.1 The Localism Act 2011 made changes to the statutory right of succession for all secure and fixed term tenants whose tenancy start date was on or after 1 April 2012. In Solihull the Council's tenancy agreement has traditionally offered contractual rights of succession that are unaffected by this change. All tenancies issued after 7 April 2014 will have different succession rights.
- 16.2 From 7 April 2014, a person will only be qualified to succeed the tenant under a secure tenancy if he or she occupies the property as their only or principal home at the time of the tenant's death, and is the tenant's spouse or civil partner. This does not apply to secure tenants who became tenants before 7 April 2014. Succession rights to those tenancies are set out in their tenancy agreement, subject to any amendment.
- 16.3 A person who was living with the tenant as the tenant's wife or husband is treated as the tenant's spouse, and a person who was living with the tenant as if they were civil partners is treated as the tenant's civil partner.
- 16.4 Where succession is to a fixed-term tenancy or an introductory tenancy the successor only has the benefit of the remaining period of the tenancy.
- 16.5 The offer of a new tenancy will then be considered in line with this Tenancy Policy.
- 16.6 In certain circumstances, if the tenant dies and there has already been one statutory succession, or there is no one eligible to succeed we may offer a discretionary tenancy for 2 years.
- 16.7 If the discretionary successor is a spouse or civil partner, they will usually be allowed to remain in the original home. All other discretionary successors will only be able to remain in the original home, if it is the size and type needed.
- 16.8 Size will be assessed under the council's Bedroom Standard, or any equivalent standard set out in the Housing Allocation Policy. We may ask the successor to move to a different property to enable us to better manage the housing stock in the Borough.
- 16.9 Where there is more than one potential successor to an introductory tenancy, the tenant's spouse is preferred to another member of the tenant's family.

- 16.10 Where there are two or more other members of the tenant's family qualified to succeed they should try to decide amongst themselves who is to succeed. If there is no agreement, we will make the final decision.
- 16.11 This policy on succession does not apply if a court has made an order under section 24 of the Matrimonial Causes Act 1973 (property adjustment orders made in connection with matrimonial proceedings), section 17(1) of the Matrimonial and Family Proceedings Act 1984 (property adjustment orders after overseas divorce), or paragraph 1 of Schedule 1 to the Children Act 1989 (orders for financial relief against parents).

## 17.0 Assignment

- 17.1 With permission from SCH secure, assured and fixed-term tenants have the right to assign their tenancy.
- 17.2 In summary, permission to assign a tenancy may not be given if:
- Any rent due under one of the existing tenancies has not been paid or an obligation under one of the existing tenancies has been broken or not performed;
  - Any of the relevant tenants is subject to an order of the court for possession;
  - Proceedings have begun for possession of an existing tenancy which is a secure tenancy;
  - A notice of proceedings for possession has been served on a relevant tenant, and the notice is still in force;
  - Proceedings have begun for possession of an existing tenancy which is an assured tenancy;
  - A notice has been served on a relevant tenant under an assured tenancy (notice of proceedings for possession), and the notice is still in force;
  - A relevant order or suspended Ground 2 or 14 possession order is in force, an application is pending before any court for a relevant order, a demotion order or a possession order;
  - The property is substantially more extensive than is reasonably required;
  - The property is not reasonably suitable;
- 17.3 A demoted tenancy cannot be assigned under any circumstances.

- 17.4 An introductory tenancy cannot be assigned unless the court makes an order under section 24 of the Matrimonial Causes Act 1973 (property adjustment orders made in connection with matrimonial proceedings), section 17(1) of the Matrimonial and Family Proceedings Act 1984 (property adjustment orders after overseas divorce), or paragraph 1 of Schedule 1 to the Children Act 1989 (orders for financial relief against parents).
- 17.5 Upon receiving a written request from two tenants asking to assign their tenancy we will, within 42 days, either agree or refuse the request. The request can only be refused on any of the grounds listed above. If the request is refused, we will write to both tenants informing them of the ground and the reasons for refusal.

## 18.0 Communicating the tenancy policy

- 18.1 SCH will ensure that all tenants receive written information about the type and terms of their tenancy, and both tenancy sign ups and the pre-tenancy work will always include an opportunity to ask questions about the tenancy.
- 18.2 It is important that tenants fully understand when a new flexible tenancy will not be offered, and the reasons for this, so it does not come as a surprise.
- 18.3 The terms of the tenancy will be communicated throughout the tenancy, in face-to-face meetings and in correspondence with the tenant.
- 18.4 Current secure tenants will also be made aware of these changes and of the Tenancy Policy so they understand that these changes will generally not affect them. We will offer opportunities to discuss housing needs and aspirations to existing secure tenants who want to consider moving, or who are finding their current homes difficult to manage, especially those who are under-occupying their homes.
- 18.5 We are committed to ensuring that tenants are well informed about their rights, responsibilities and how to access services. Information is available through a range of media including a comprehensive sign up interview at the start of a tenancy, pre-tenancy work, newsletters and the website.
- 18.6 We will consult tenants on all matters relating to the management of their homes.

## 19.0 Preventing unnecessary evictions

- 19.1 Ending a tenancy and seeking possession for a breach of tenancy conditions is always a last resort, and is only ever considered after all available support has been explored.

- 19.2 Much of the support detailed above is designed to provide support at an early stage and prevent eviction. Even once possession is being pursued, support will continue to be offered and tenants will be clearly advised of the processes being followed, the seriousness of the situation and their legal rights.

## 20.0 Tenancy fraud

- 20.1 Tenancy fraud includes obtaining a tenancy by deliberately or recklessly making a false statement or knowingly withholding information, which we reasonably require a tenant, or prospective tenant, to give, in connection with allocating housing accommodation.
- 20.2 We take fraud very seriously. Any tenant who is found to have obtained their tenancy fraudulently is likely to lose their tenancy and lose their right to an allocation of housing in the future.
- 20.3 A person guilty of tenancy fraud is liable on summary conviction to a fine of up to £5,000.
- 20.4 We will make necessary checks at the start of a tenancy and will take appropriate opportunities during a tenancy to verify household details. Checks can take place at any time during a tenancy, without warning.

## 21.0 Special circumstances

- 21.1 There may be limited circumstances when the Director of Housing or Head of SCH Neighbourhood Services, or duly delegated persons, may exercise discretion in relation to the Tenancy Policy due to special circumstances.
- 21.2 Discretion will be exercised by taking into account all the tenants circumstances, in addition to the demand for and supply of accommodation and the general housing circumstances within the Borough of Solihull.
- 21.3 The word 'special' means that the difficulties faced by the tenant are unusual or an unusual degree of gravity, enough to differentiate him or her from other tenants. The person with delegated authority will examine all the circumstances of a tenant, including any physical or mental impairments or disabilities, but not so limited.
- 21.4 The person with delegated authority may offer any tenancy for any period of time.

## 22.0 Associated policies

- 22.1 This Policy has regard to Solihull's Tenancy Strategy and the Council's strategies on housing and homelessness. Links to these sources of information are below.

**Solihull Housing Strategy**

<http://www.solihull.gov.uk/Portals/0/StrategiesPlansPolicies/Housing/HousingStrategy/HousingStrategy.pdf>

**Solihull Tenancy Strategy**

<http://www.solihull.gov.uk/Portals/0/StrategiesPlansPolicies/Housing/HousingStrategy/TenancyStrategy.pdf>

**Solihull Homelessness Strategy**

<http://www.solihull.gov.uk/Portals/0/StrategiesPlansPolicies/Housing/Homelessness/HomelessnessStrategy.pdf>

## 23.0 Properties developed by SCH

- 23.1 This section sets out the types of tenancies, which will be granted to new tenants of SCH-owned homes from 7<sup>th</sup> April 2014. It does not affect those who are already tenants at that date.
- 23.2 The grant of a new tenancy normally follows the allocation of a home by SCH through Solihull Home Options.
- 23.3 SCH will set out all required information relating to the tenancy in a written tenancy agreement, to be signed by the tenant, and in the Tenants' Handbook.
- 23.4 SCH will grant Assured Shorthold Tenancies (starter tenancies) to most new tenants. Assured Shorthold Tenancies will run initially for twelve months. Should there be no breach within the first twelve months of this tenancy, this will automatically convert into an Assured Tenancy.
- 23.5 SCH will grant Assured Tenancies to new tenants where they already have security of tenure, i.e. they already have an Assured or Secure Tenancy or are in the exempted categories.

## 24.0 Review

- 24.1 This Policy will be reviewed annually or when a change of legislation or external policy requires it.