

<b>Policy Name:</b>	<b>Version:</b>	<b>3.0</b>
Tenancy Policy	<b>Date approved by Board:</b>	<b>Sept-2023</b>
	<b>Date of next review:</b>	<b>Sept-2025</b>

## 1. Introduction

- 1.1 Fairplace Homes Ltd (Fairplace) will grant tenancies which are compatible with the purpose of the accommodation, the needs of the individual household, the sustainability of the community and the efficient use of the stock.
- 1.2 This policy sets out the circumstances under which different tenancy types will be offered and how fixed-term tenancies will be reviewed. It identifies the circumstances under which they will not be renewed, and the advice and assistance offered when this occurs.
- 1.3 The tenancy agreement is the basis of Fairplace’s relationship with tenants, forming a contract between the tenant and landlord. Fairplace will offer support to tenants to maintain their tenancy but may carry out enforcement action in cases of tenancy breaches, where it judges it reasonable and proportionate to do so, up to and including termination of the tenancy.
- 1.4 Some of our homes are designated for the provision of supported housing for people with an assessed health and/or social care need. Tenancies for our supported housing properties are therefore provided on the understanding that the tenant accepts the support package commissioned and set out in the tenant’s support plan, as agreed, and reviewed by the local authority commissioning team in accordance with the tenant’s assessed needs.

## 2. Legal and Regulatory responsibilities

- 2.1 This policy meets all the requirements of the Regulator for Social Housing’s Tenancy Standard which requires Fairplace to offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock.
- 2.2 Legal requirements that Fairplace will adhere to are outlined in:
  - *General Data Protection Regulation (GDPR) (EU) 2016/679*
  - Localism Act 2011
  - Housing Act 1988
  - Housing Act 1985
- 2.3 Where the tenant no longer has support needs and no longer requires specialised supported housing we will work with them, their care provider and the local authority to identify suitable alternative accommodation.

### **3. The types of tenancy that Fairplace will provide**

3.1 Fairplace grants, or manages, the following agreement types:

- Assured Shorthold tenancies – for our Specialised Supported Housing units

### **4 Tenancy Fraud**

4.1 A tenancy will not be granted or renewed where there is evidence of tenancy fraud related to the existing or a previous Fairplace property.

4.2 Tenancy Fraud falls into four categories:

**Unlawful subletting** – this is where a tenant lets out their housing association home without the knowledge or permission of their landlord.

**Obtaining housing by deception** – this is where a person(s) obtains a tenancy by giving false information in their application for housing, for example not declaring that they are renting another council or housing association property or by giving false information about who lives with them.

**Tenancy succession by deception** – this is where a tenant dies and someone who is not eligible tries to succeed the tenancy.

**Key selling** – this is where the legal tenant is paid a one-off payment to pass on their keys. Tenancy fraud may prevent an eligible household in need of accommodation from being housed.

4.3 Fairplace has a range of approaches to tackle tenancy fraud and has in place appropriate identification checks to prevent cases and ensure prospective tenants have the right to social housing. Prospective tenants will also need to provide evidence of:

- UK or EU citizenship;
- indefinite or limited leave to remain in the UK; or
- application for an extension of their leave to remain if it has expired.

4.4 The above definition includes behaviour not perpetrated by the tenant, or prospective tenant, which involves fraudulent use or acquisition of a social housing tenancy.

4.5 Where a case of suspected tenancy fraud is identified, an investigation will take place irrespective of if a tenancy is due to be reviewed.

### **5 Changes in Circumstances**

5.1 Fairplace encourages tenants to proactively update the organisation of changes in circumstances that may affect the tenancy. These might include:

- A joint tenant leaving the home
- The additional of a joint tenant to an agreement
- The death of a tenant

### **6 Tenancy Termination**

6.1 Where a tenancy is terminated, either due to breach of tenancy, or at the end of a fixed term, Fairplace will ensure reasonable notice of our decision is given to residents to provide them with the opportunity to make arrangements.

- 6.2 We will signpost our residents to the relevant local authority housing service for advice and support, as well as any local agencies or charities operating in the area.

## **7 Appeals**

- 7.1 Fairplace will act transparently in applying this policy. Where applicants do not agree with a decision Fairplace have made in relation to:

- The type of tenancy granted
- The length of tenancy granted
- The decision not to grant a new tenancy

- 7.2 Applicants have a right to appeal our decision. Appeals should be made in writing within 14 days and will be responded to as set out in our complaints policy.

## **8 Related Policies**

- 8.1 This policy will be read in conjunction with Fairplace's:
- Allocations Policy
  - Complaints Policy

## **9 Policy Review**

- 9.1 This policy will be reviewed every 2 years or Fairplace introduces a new tenancy type to ensure this policy is reflective of the tenancies that Fairplace offers.