



**PEAKS & PLAINS**  
Housing Trust

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# The Trust

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## Tenancy Policy

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## 1. POLICY STATEMENT

- 1.1. Peaks & Plains Housing Trust (the Trust) is committed to creating great places to live. The Trust recognises the importance of ensuring that the appropriate type of tenancy is used in creating sustainable communities. This Tenancy Policy sets out how we will achieve this.

## 2. POLICY AIMS

- 2.1. The aims and objectives of this policy are to:
- Provide customers with clear guidelines on the types of tenancies we will offer.
  - Comply with all applicable statutory, legal and regulatory requirements in relation to the form and use of tenancy agreements.
  - Provide customers the opportunity for a stable home, with security of tenure earned by demonstrating that they can conduct their tenancy satisfactorily.

## 3. REGULATION

- 3.1. The Regulator of Social Housing's framework includes the national Consumer Standards which Registered Providers must meet. This policy relates to the Tenancy Standard which requires housing providers to 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.

## 4. TYPES OF TENANCY WE WILL GRANT

- 4.1. The Trust will offer new social and affordable rent customers either a Starter or Assured tenancy. All new customers will be informed at the time of the offer what type of tenancy they are to be offered.

### 4.2. Starter Tenancies

- 4.2.1. New affordable rent customers (unless they are existing social housing tenants who hold an assured or secure tenancy) moving into general needs housing or sheltered accommodation shall be granted an **Assured Shorthold (Starter) Tenancy**.
- 4.2.2. A Starter tenancy will automatically convert to an Assured tenancy after 12 months but may be extended by a maximum of a further 6 months if there has been a breach of that tenancy. Should a significant breach occur at any time during a Starter Tenancy, the Trust may take steps to end that tenancy.

### 4.3. **Assured Tenancies**

4.3.1. We will grant Assured (Non Shorthold) Tenancies, to transferring affordable rent customers who already have achieved that security of tenure with us or another Registered Provider. Assured (Non Shorthold) tenancies are often described as 'lifetime tenancies'. Should there be no contractual breach, the tenancy will continue indefinitely.

### 4.4. **Other Peaks & Plains Tenancies**

4.4.1. The Trust still operates a 5 year fixed term tenancy for some affordable rent customers , which are not offered to new customers.

4.4.2. The Trust may offer different types of tenancy to non-social & affordable rent customers, for example private rent sector (PRS) accommodation.

4.4.3. The Trust will offer Rent to Buy tenants a fixed term assured periodic tenancy, in accordance with the separate Rent to Buy Policy.

### 4.5. **5 year Fixed Term**

4.5.1. This is a tenancy for a fixed-term of 5 years for those tenants who have successfully completed the starter tenancy period. This tenancy type was introduced through the Localism Act and has similar terms and conditions to an assured tenancy.

4.5.2. Breaches of tenancy are dealt with under the terms of the 5 year fixed term tenancy. At the end of the 5 year term, or sooner at the discretion of the Trust, these existing tenancies will revert to full Assured tenancies.

## 5. **IMPLEMENTATION**

### 5.1. **All Tenancies**

5.1.1. The Trust will ensure that all new customers are provided with clear information concerning the terms of their tenancy, the support the Trust will provide to allow them to sustain their tenancy and of the consequences of failing to keep to those terms.

5.1.2. The Trust will only take legal action to bring tenancies to an end as a last resort and only where reasonable preventative methods have been exhausted or where there has been a significant tenancy breach. Warnings will be confirmed in writing. The Trust will provide tenancy support - where appropriate to do so - or will signpost the customer to the most appropriate support agency. The Trust will inform the customer if they do not modify their behaviour they will risk losing their tenancy.

5.1.3. In the event of the Trust taking action to end a customer's tenancy (either Starter or Assured) we will provide the customer with advice and assistance in finding alternative accommodation, including the support they may be entitled to from the local authority.

## 5.2. **Starter Tenancies**

- 5.2.1. Assured Shorthold (Starter) Tenancies provide the Trust and the new tenant with the opportunity to assess if that tenancy is appropriate and sustainable in the longer term. It allows the Trust the opportunity to see if the tenant requires greater levels of support and if the new tenant is capable of adhering to the terms of the tenancy.
- 5.2.2. During a Starter Tenancy, the Trust will ensure that the tenancy is being conducted satisfactorily through monitoring of the tenancy, contact with the tenant, including where appropriate home visits.
- 5.2.3. The Trust will provide, where appropriate, practical assistance to our customers to help them to keep their tenancies and shall intervene early when we become aware of tenancy breaches. Where support needs are identified we will, where appropriate, signpost to relevant support agencies.
- 5.2.4. If the Starter Tenancy is not conducted satisfactorily, the Trust will consider ending the Starter Tenancy in accordance with legal requirements set out within the tenancy agreement. To do this, the Trust will serve a notice under section 21 or section 8 of the Housing Act 1988 seeking possession of the Premises. The decision to end a Starter Tenancy will be taken by the Executive Director of Operations or equivalent grade.
- 5.2.5. Should the Trust decide to end a tenancy within the time limit of a Starter Tenancy, we will provide the tenant with information on the Trust's appeals procedure, explaining how they may challenge this decision. Appeals will be considered by a Director or equivalent grade.

## 5.3. **Affordable and Social Rents**

- 5.3.1. We will let tenancies at rent levels determined by and in accordance with the Trust's Rent and Service Charges Policy.
- 5.3.2. We will ensure prospective new customers are renting properties that are within their financial means by carrying out affordability checks at our pre-allocation stage. If we determine that a prospective tenant cannot afford the rental commitment of the tenancy, we will revoke the offer of tenancy.

## 6. **DECANTS**

- 6.1. Any customer who has been moved into alternative accommodation during any redevelopment works shall be granted a tenancy with no less security of tenure on their return to settled accommodation.

## 7. **ASSURANCE**

- 7.1. The Board will receive reports, at least on an annual basis on the type and number of tenancies granted by the Trust. Board will receive information on the number of Starter and Assured Tenancies ending in the period, those ended by the Trust due to breaches of tenancy and types of breaches, e.g. rent arrears, ASB.

## 8. EQUALITY AND DIVERSITY

- 8.1. The Trust strives to meet the needs of all customers and is committed to reducing inequality, eliminating discrimination and promoting good relations between people of different groups. We will be sensitive to the specific needs of all new applicants and customers and will actively seek to identify those needs and ensure that those needs are met.
- 8.2. We will ensure that no-one is disadvantaged on the basis of race, colour, ethnic or national origin, nationality, gender, disability, religious, sexual orientation, marital status, age or any unjustifiable criteria.
- 8.3. In some circumstances it may be appropriate to offer a tenancy type outside of the terms of this policy. When a decision to end a tenancy occurs, the Trust will consider any special characteristics or vulnerabilities the household possess before making that decision.

## 9. ASSOCIATED DOCUMENTS

- 9.1.
- Cheshire Home Choice - common Allocation policy
  - Cheshire West - common Allocations policy
  - High Peak – common Allocations policy
  - Rent setting and Service Charges policy
  - Rent to Buy Policy

## POLICY INFORMATION

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