

Broadway Living Tenancy Policy

Policy Scope

To explain the different types of tenancies offered and in what circumstances

1. Policy objectives

- 1.1 To support the creation of resilient, economically active and cohesive communities
- 1.2 To meet regulatory and legal requirements
- 1.2 To ensure that staff and customers understand the key differences in tenancies
- 1.3 To support the delivery of the Local Authority's tenancy strategy

2. Background

- 2.1 Tenancy agreements are the contractual basis for any tenancy. As different tenancy types offer varying levels of tenure security, it is important that staff and customers understand the key differences.
- 2.2 Social Housing tenancies have traditionally been offered as 'lifetime tenancies'. However, regulatory changes have allowed providers to offer other forms of tenancy which include the following:
 - Assured Shorthold Tenancies – offering limited security after six months
 - Assured tenancies – offering lifetime security
 - Assured fixed term tenancies – offering security for a fixed period with the option to extend
- 2.3 Security of tenure means that the landlord cannot take possession without a court order and that order will only be issued by a court of law if the landlord can prove a tenancy breach that warrants possession. Limited security refers to a landlord's ability to obtain possession without a breach of tenancy.

3. Starter Tenancies

- 3.1 Starter tenancies refer to a periodic Assured Shorthold Tenancy (AST) for the first 12 months which can be terminated using a Section 21 notice and an application to the court which does not require proof of a breach of tenancy. It is generally used by social landlords to end tenancies after the first year if the occupant is not maintaining the tenancy in line with requirements.
- 3.2 Broadway Living will use starter tenancies in the following way:

- All tenancies issued to residents moving into social housing for the first time will be offered a starter tenancy
- The period of the AST will be 12 months but Broadway Living reserve the right to extend this for a further 6 months where we have concerns around how the tenancy is being managed, such as where a breach of tenancy has occurred but the breach is not serious enough to warrant possession action or where we are still monitoring the tenant's behaviour.
- The tenancy will be terminated at any period during the first 18 months of occupancy in the following circumstances:
 - Rent arrears of more than 12 weeks
 - Failure to occupy the property as the main or principal home
 - Serious anti-social behaviour
 - Other breaches of tenancy as set out in the tenancy agreement

3.3 We will notify a tenancy in writing of any decision we make to extend a starter tenancy and will explain the reasons for this decision in writing.

3.4 On successful completion of the starter tenancy period, the tenancy will convert to a periodic assured tenancy following service of notice to this effect on the tenant by Broadway Living.

4. Assured Tenancies

4.1 Also referred to as a 'lifetime tenancy', a periodic assured non-shorthold tenancy will be offered where:

- A starter tenancy has been successfully completed.
- An existing Broadway Living customer already has an assured tenancy and is moving home within Broadway Living's stock.
- A customer from another social housing provider, who already has an assured or secure tenancy, is moving into a Broadway Living property.

5. Fixed term tenancies

5.1 Otherwise known as Flexible Tenancies where the granting of a periodic fixed term assured tenancy is used to provide security for a limited period, most commonly five years (two years being the minimum, but less than five requires a landlord to state it's reasoning).

5.2 Broadway Living do not have a policy of granting this type of tenancy.

6. Assured Shorthold Tenancies

6.1 Where Broadway Living are letting property, which is not designated as social housing, it will do so using a periodic Assured Shorthold Tenancy.

7.0 Appeals

7.1 People can appeal against a decision within 10 working days of being told a decision to:

- extend their starter tenancy;
- terminate their starter tenancy;
- Regarding the type of tenancy offered.

7.2 The appeal can be made verbally or in writing and must explain the reasons for the appeal. The appeal will be reviewed by a senior member of staff and the outcome will be communicated to the resident within 10 working days. This will be the final decision.

7.3 The resident has the right to go to the Housing Ombudsman however action may be taken to re-possess the property following the final decision of Broadway Living.

8. Review

8.1 This Policy will be reviewed as necessary and formally on a five yearly basis.

| Check | Date completed |
|------------------------------|-----------------------|
| Risk map | 16/3/21 |
| Regulatory compliance | 22/3/21 |
| Equalities Impact Assessment | 15/3/21 |

Date policy approved: March 2021

Date policy due to be reviewed: March 2026