## INDEX:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Purpose of Policy</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Tenancies</td>
<td>1-4</td>
</tr>
<tr>
<td>3</td>
<td>Rents</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>Housing Exchanges</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Succession Rights</td>
<td>5-6</td>
</tr>
<tr>
<td>6</td>
<td>Tenancy Sustainment and Support</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>Tenancy Fraud</td>
<td>6-7</td>
</tr>
</tbody>
</table>
1. PURPOSE OF THE POLICY

The Policy sets out the Council’s approach to tenancy management following the changes brought about in the Localism Act 2011.

The Policy is applicable to all tenants of Chesterfield Borough Council.

The Tenancy Policy sets out:

- the kinds of tenancies that the Council will offer
- the circumstances in which tenancies will be granted
- the length of tenancies granted
- the Council's approach to succession rights
- interventions used to sustain tenancies
- the Council’s approach to tackling tenancy fraud

2. TENANCIES

Types of Tenancies

The general rule is that local authorities can only grant secure tenancies. The major exception to this is that they can elect to operate an introductory tenancy scheme.

Chesterfield Borough Council previously elected to introduce an introductory tenancy scheme and this has run successfully for a number of years.

Introductory Tenancies

Unless a new tenant (or one party to a joint tenancy) already has a secure tenancy, or another social housing equivalent such as an assured non short-hold tenancy, the Council will grant an introductory tenancy for a trial period.

The Regulatory Framework allows for introductory tenancies for a maximum of 12 months, or a maximum of 18 months where the reasons for extending the introductory period have been given and where the tenant has the opportunity to request a review. During the trial period tenants have less security and fewer rights. For example:

- Their home is at much higher risk of repossession if they do not keep to the tenancy agreement
- They cannot buy their home
- They cannot exchange homes with other tenants.

Secure Tenancies

If the trial period is successfully completed, introductory tenants automatically become secure tenants. Existing secure tenants transferring from other Council properties will
retain their secure tenancy. Existing assured tenants of housing associations who are transferring into Council properties will become secure tenants.

**Demoted Tenancies**

A secure tenancy may be ended by a Court Order for some kinds of anti-social behaviour and replaced with a demoted tenancy for a year. A demoted tenancy has less security and fewer rights. It is broadly like an introductory tenancy. It is a useful alternative to a suspended possession order in some cases.

**Non-secure Tenancies**

There are a few exceptional situations that operate outside the normal framework of introductory, secure (and occasionally demoted) tenancies. These tenancies enjoy even less security and protection and normally apply to short-term accommodation. The most common of these exceptions is tenancies granted by the Council under its homelessness functions, which generally relate to temporary and emergency accommodation.

It is important to appreciate that all the above tenancies operate according to statutory criteria. As is the case with most security of tenure legislation, the Council cannot choose to set up an individual tenancy outside those criteria.

**Joint Tenancies**

Where the proposed joint tenants are both eligible for housing as defined by legislation, the tenancies listed above could be granted on a joint tenancy basis in the following circumstances:

- where the proposed joint tenants are married or civil partners; or
- where the proposed joint tenants live together and the relationship is an 'established' one i.e. evidence is produced showing they have lived together for at least 12 months prior to the joint tenancy application; or
- there is a child of the relationship living permanently in the household.

Joint tenancies will also be awarded in cases where a sole tenant’s eligibility for a property (whether through bidding under chose based lettings or through mutual exchange) is created solely because of the addition to their household of their partner.

The Council will not normally grant a joint tenancy to a person who is entitled to succeed to that tenancy (e.g. mother and daughter) as this could compromise its ability to make the best use of its housing stock in the future.

In exceptional circumstances we may give a joint tenancy to up to four people regardless of gender or marital status.

Once a tenancy has commenced we will not amend the tenancy from sole to joint. If a sole tenancy ends as a result of the tenant’s death, normal succession rules will apply.
Length of Tenancy

The general rule is that a tenancy carries on indefinitely, unless a flexible (fixed-term) tenancy has been granted. In legal terms, it is a weekly tenancy. It therefore continues running week-by-week (from first thing Monday to midnight Sunday), beginning with the date shown on the original tenancy sign-up sheet, until it ends. The tenancy may be ended as follows:

- by the Tenant – notice to quit
- by the Council – notice to quit (only if there is no security of tenure)
- by the Council – Court Order
- by Agreement – surrender

The Council’s tenancy agreement explains these circumstances in more detail. However it should be noted that the Council may normally only seek to end a tenancy if the conditions of the tenancy agreement have not been adhered to, or in the case of death of a tenant.

Flexible (Fixed Term) Tenancies

Section 154 of the Localism act 2011 gives local authorities the power to offer flexible tenancies to new social tenants and to family intervention tenants. A flexible tenancy is a secure tenancy of a fixed term of not less than 2 years.

Chesterfield Borough Council does not offer flexible or fixed term tenancies.

Tenancy Agreements, Responsibilities and Sign-up

We will ensure that tenants are fully informed about their tenancy rights and obligations at the pre-tenancy sign-up stage and beyond.

We will ensure that when signing for a tenancy all new tenants fully understand their rights and responsibilities and the conditions of the tenancy on offer.

Sign-up will include details of our approach to tenancy management, and will also focus on financial inclusion (eg, help with housing benefit claims) and on possible future support needs.

New tenants will also receive a follow-up visit within six weeks to ensure they are keeping to the tenancy conditions and continue to understand them.

Tenants’ Obligations

The Council’s tenancy agreement imposes obligations on the tenant and the Council (the landlord). The tenant’s obligations depend on the type of tenancy offered but can include:
to pay rent and any service charges including water rates if applicable on the due date;
not to take in lodgers or sub-let the premises without our prior consent;
to maintain gardens;
not to repair vehicles within the property’s curtilage (boundary);
to comply with the condition on the number of animals allowed in the premises;
not to operate a business from the premises without our prior consent;
to generally look after the property and do minor repairs (called the tenant’s repairing obligation); and
not to cause a nuisance or annoyance or act in an anti-social manner.

Council’s Obligations

As landlord we have a number of obligations including:

Repair of the building’s structure and exterior and keeping in repair and proper working order the home’s installations for space heating, water heating and sanitation.

Ending of Tenancies

The circumstances where we will end a tenancy are as follows:

Tenancies with no security
We may wish to bring a tenancy to an end if a tenant has lost their security of tenure, for example because they no longer occupy the property as their only or principal home or they have died and there are no further rights to succession. A notice to quit will be served. We may then take possession proceedings through the courts if necessary.

Tenancy surrender
If we and the tenant agree to bring the tenancy to an end, this may be done by surrender. For a surrender to take effect the tenant must offer the tenancy to us and we must agree to accept it. Offer and acceptance must be in writing and can be proved by a deed of surrender, a legal document.

If a joint tenancy is surrendered, the surrender should be signed by all the joint tenants where possible. We have discretion to award a single tenancy to any remaining occupant when a previous joint tenancy ends.

Court Order
Secure, introductory, and demoted tenancies may all be ended by a Court Order. This will usually require us to serve a notice on the tenant warning them that we are taking possession proceedings. The type of tenancy will determine the type of notice and the Court’s powers to award possession.
Property Abandonment
If a tenant behaves in a way that shows they have intended to vacate the property but have made no positive communication saying so, we may serve a notice to quit that ends the contractual tenancy. When the notice expires we may repossess the property without getting a Court Order if there is no evidence of occupation.

3. RENTS

The Council charges a social rent on all of its tenancies. Rent levels are set annually as part of the Housing Revenue Account Budget and Rent Review Report to Cabinet.

Service charges are shown as a separate weekly charge for the homes which benefit from these services.

Other items may be added to the rent, for example, district heating charges and water rates.

4. HOUSING EXCHANGES

Tenants of Chesterfield Borough Council who wish to move, if eligible, can exchange their home with another Council tenant or housing association tenant.

The Council’s Assignment and Mutual Exchange Policy sets out:

- the circumstances under which applications for assignment are considered; and
- the Council’s commitment to ensure requests for assignment or mutual exchange are dealt with promptly, fairly and efficiently and in accordance with the Housing Act 1985.

5. SUCCESSION RIGHTS

A tenant’s succession rights are contained in the Council’s tenancy agreement. However, the general rule is that a tenant cannot pass their tenancy on to other people. When a tenant no longer needs their home, they must return vacant possession of the property to the Council who must re-let it in accordance to its allocation policy. The exceptions to this general rule are:

- if a tenant dies during their tenancy and they are a joint tenant, the tenancy continues for the remaining tenant
- If a tenant dies during their tenancy, they are the only tenant; and
- specified members of their family are in occupation of their home as their main residence;
- they have lived with the tenant for the required period of time;
the tenant was neither a joint tenant originally nor somebody to whom a tenancy had been passed on to already, then the tenancy passes to one of those family members.

It is important to note that it is the tenancy that is succeeded to and not the property. A successor tenant may be required to move if the property is considered to be too large for their needs, or otherwise unsuitable.

- A tenancy may therefore be passed on to a family member, but only once.

The people who are specified as family members and the required period of residence (12 months) are set out in legislation, details of which are available upon request.

Changes to the law on succession made in the Localism Act 2011, means that all tenancies which commence after 1st April 2012, the statutory right to succeed to a tenancy belongs only to the qualifying spouse, partner or civil partner of the tenant.

Tenancies which commenced before 1st April 2012 are not affected by these changes.

6. TENANCY SUSTAINMENT AND SUPPORT

The Council is committed to helping tenants to maintain their tenancy and offers a variety of ways to support tenants in achieving a successful tenancy and to reduce the number of tenancies which fail.

We will provide reasonable support to ensure that tenants are able to sustain their tenancies and we will base any necessary interventions we make on individual tenants’ support needs.

Where Council tenants are identified who need support to sustain their tenancies, we will provide support directly, or through other appropriate agencies and services where available.

The Council’s aim is to help its tenants to sustain their tenancies unless they are unwilling to do so, or are incapable of doing so even with appropriate support, or where their conduct has been such that it is no longer appropriate for them to remain as Chesterfield Borough Council tenants.

7. TENANCY FRAUD

The Council will take action against any tenant found to be committing tenancy fraud, including those tenants found to be sub-letting their home without permission.

The Council’s approach to tenancy fraud is to comply with the Regulatory Framework, and to commit to tackling housing fraud. The Council will take action to prevent fraud and to ensure that its housing stock is only occupied by those with a legal right to be in residence.
• Partnership – we will work in partnership to tackle reports of tenancy fraud with other Council departments and external agencies.
• Communication – where appropriate, we will publicise cases of tenancy fraud.
• Prevention – we will identify opportunities to prevent tenancy fraud.
• Enforcement – we will take enforcement action to stop tenancy fraud and to ensure social housing is being used for its intended purpose.
• Performance – we will look at ways to continually improve our performance on tackling tenancy fraud.

The Council recognises the importance of different departments and agencies working together and will continue to share information where legislation permits to limit or prevent tenancy fraud.