

LAMBETH & SOUTHWARK HOUSING ASSOCIATION

LSHA TENANCY POLICY

MOVING INTO OUR HOMES

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1 POLICY STATEMENT

- 1.1 Lambeth and Southwark Housing Association (LSHA) Tenancy Policy sets out the types of tenancies we will offer to Tenants moving into our homes, depending on the purpose of the accommodation, the needs of the individual household, the sustainability of the community and to make efficient use of our housing stock.
- 1.2 The Regulator of Social Housing's Tenancy Standard states, amongst other things, that Registered Providers such as LSHA shall publish clear and accessible policies that set out:
 - The types of tenancies they will grant.
 - Where they grant tenancies for a fixed term, the length of those terms.
 - The circumstances in which they will grant tenancies of a particular type.
 - Any circumstances in which they will grant tenancies of less than five years for general needs social housing.

2 SCOPE

- 2.1 This policy will apply to all Tenants and new applicants who live in homes owned or managed by LSHA. It sets out the types of tenancy agreements we will offer when letting homes for the following tenures:
 - General Needs
 - Key Worker

3 ROLES AND RESPONSIBILITIES

- 3.1 The Head of Operations is responsible for ensuring this policy remains up to date, compliant with legislation and aligned with regulatory requirements and good practice. Also, for overseeing all Staff involved with this policy and ensuring procedures are followed consistently and efficiently.
- 3.2 The Senior Neighbourhood Officer (or Neighbourhood Coordinator in their absence) is responsible for:
 - Advertising the correct tenancy type for our homes, in line with this policy.
 - Setting up and producing the correct Tenancy Agreements with the correct tenancy type.
- 3.3 Tenants and applicants are responsible for providing accurate, up to date and honest information. Withholding, falsifying or misrepresenting information may lead to a cancellation of the Tenants application or legal action to terminate their tenancy.
- 3.4 Tenants are responsible for their rent account including arrears. If LSHA agrees for a Tenant to move to another LSHA home and they have arrears, the Tenant will need to make an agreement to clear their current rent account arrears. By not paying the arrears from their previous tenancy will be a breach of a new tenancy.



4 LEGISLATION, GUIDANCE AND REGULATORY STANDARDS

- 4.1 The legislation listed in this policy is not intended to cover all legislation applicable to this policy. To comply with clause 1.1 of the Regulator of Social Housing's Governance and Financial Viability Standard, which requires adherence to all relevant law, LSHA will take reasonable measures to ensure compliance with all applicable legislation by reviewing policies and procedures and amending them as appropriate.
- 4.2 Tenancies are determined by law and current tenancy types were introduced by:
- Housing Act 1980, 1985 and 1988
 - Amended by the Housing Act 1996
 - Further changes were introduced by the Localism Act 2012
 - Immigration Act 2014
 - Deregulation Act 2015
 - Social Housing Regulation Act 2023
 - Localism Act 2011
- 4.3 LSHA must also comply with the Social Housing Regulator's Tenancy Standard.

5 TENANCIES AVAILABLE

5.1 Introductory Tenancy

- 5.1.1 All new LSHA Tenants will be offered an introductory tenancy lasting 12 months (with the exception of internal moves 5.6 and Mutual Exchange 6.0). This 'trial' period allows Tenants to demonstrate that they can sustain a tenancy and comply with the terms of the tenancy agreement. Tenants on an introductory tenancy do not have the same rights as Tenants on secure tenancies.
- 5.1.2 Introductory Tenants
- cannot make any alterations or improvements to the home
 - cannot swap (mutual exchange) with another Council or Housing Association tenant.
- 5.1.3 Throughout this 12-month period, the tenancy will be monitored. A tenancy review will take place approximately 6 weeks after the tenancy start date. This is to ensure that the Tenant is managing their tenancy, able to maintain their home and that all other aspects of the tenancy are being met.
- 5.1.4 If additional needs are identified at the 6-week check, an officer will facilitate appropriate support, or signpost to a support agency, to ensure that the Tenant is given every opportunity to maintain their introductory tenancy.
- 5.1.5 If there is a breach of tenancy during this 12-month period, LSHA can extend an introductory tenancy for a further 6 months. However, if LSHA feels that due to the breach it is appropriate, we will take steps to terminate the introductory tenancy before the 12-month period or extended period ends.

5.2 Assured Tenancy

- 5.2.1 LSHA will offer an assured tenancy to any new Tenants moving into our general needs housing.
- 5.2.2 LSHA will offer an assured tenancy to any existing Tenant who currently holds an assured or secure tenancy with LSHA or another social housing landlord.
- 5.2.3 An assured tenancy is considered a lifetime tenancy and can only be ended by a Court Order if the Tenant breaches their tenancy conditions. The Tenant can choose to end their tenancy in line with the tenancy terms.
- 5.2.4 LSHA does not offer Fixed Term tenancies.



5.3 Assured Shorthold Tenancy

5.3.1 An Assured Shorthold Tenancy will generally be for no longer than two years (although they can be renewed), with the exception of Key Worker Accommodation.

5.3.2 LSHA will offer assured shorthold tenancies to Tenants moving in to:

- Key Worker accommodation, where Tenants intend to stay over 12 weeks
- Homes designated for regeneration or disposal

5.4 Equitable Tenancy

5.4.1 Sometimes LSHA may be required to house people who are not yet 18. A person under the age of 18 years cannot hold a legal interest in land and therefore cannot hold a standard tenancy. In these situations, LSHA will issue an “equitable” tenancy to a minor aged 16 or 17 which will be granted to a third party to hold it on trust on their behalf. In most respects this is the same as an introductory tenancy in that certain rights are restricted (see “Introductory tenancy”).

5.4.2 When the equitable Tenant reaches 18 they will become an introductory Tenant and then, after a further year, a full assured Tenant as long as they have kept to the terms of their tenancy agreement.

5.4.3 LSHA recognise that other agencies may need to be involved in these cases such as social services, and will work closely with them to support the minor to establish themselves in the tenancy.

5.5 Licence Agreement

5.5.1 LSHA will offer licence agreements to Tenants:

- Following a decant (where we’ve had to move someone out of their home temporarily)
- To allow a relative, who has no right of succession, to stay in a home for an agreed period of time, while they find alternative accommodation
- In Key Worker accommodation where the Tenants stay is for less than 12 weeks
- For short term guardianship use, in homes being redeveloped or disposed of
- On exceptional circumstances LSHA may offer a licence agreement in self-contained properties where we are assisting the Local Authority to meet their homelessness duty.

5.5.2 A licence agreement is not a permanent arrangement.

5.6 Secure Tenancies

5.6.1 LSHA does not offer Secure tenancies to new Tenants; however, if an existing secure Tenant at LSHA is offered a new tenancy, they will retain their ‘Secure’ status. Tenants will also retain this status if the tenancy is changed from Sole to Joint.





6 TENANCY CHANGES

6.1 During the lifecycle of a tenancy, there may be request from the Tenant or household to make changes to the tenancy they hold with us. Examples of this include:

6.2 Mutual Exchange

6.2.1 Tenants who hold an assured tenancy can apply to mutually exchange their home. See our Mutual Exchange Policy.

6.2.2 When completing a mutual exchange into one of our homes, LSHA will make sure the Tenant keeps their existing security of tenure.

6.2.3 Mutual Exchanges are not available to Key Worker tenants.

6.3 Succession

6.3.1 The tenancy type granted on succession depends on whether it is statutory, contractual or discretionary.

6.3.2 LSHA will grant Tenants with a right of survivorship or statutory succession of the original tenancy of the deceased Tenant, although it will not enable further successions.

6.3.3 In cases of discretionary or contractual succession, LSHA will provide a tenancy in line with our Succession policy.

6.3.4 On a discretionary succession, LSHA will offer a tenancy in line with this policy, however this may be for a different property.

6.4 Support and Advice

6.4.1 Whatever the tenure, LSHA will endeavour to provide support and advice to Tenants about their tenancy.

6.4.2 LSHA will advise the Tenants of other possible housing options, such as applying for a transfer or mutual exchange.

6.4.3 Through our approach to tenancy, we are ensuring that LSHA homes are used to demonstrate our social purpose and support tenant aspirations and social mobility.

6.4.4 LSHA recognises the importance of specialist services, while we may offer basic housing advice and support, we will refer Tenants with specific circumstances such as experiencing domestic abuse, to more specialist support services.

6.4.5 LSHA does not provide direct housing related support or care services, but will work closely with appropriate support providers, social services and advocates where including translators, large print alternative language.



7 JOINT TENANTS

- 7.1 Joint tenancies on all the tenancy types contained within this Policy.
- 7.2 A joint tenancy is where two or more people (legally up to four) have signed the tenancy agreement. We will not usually offer joint tenancies to more than two people.
- 7.3 We will generally only create joint tenancies between married couples, civil partners, and people in a relationship who live together as partners. LSHA do not offer joint tenancies to parent and child, siblings, other family members or friends living in the household. However, where a joint tenancy, of this type, is already held with a local authority or another registered provider immediately prior to applying to us, we will consider offering a similar tenancy.
- 7.4 Exceptions to 7.2 and 7.3 will be considered by the Head of Operations where it is to support a vulnerable adult sustain their tenancy.
- 7.5 Joint Tenants will be required to sign the tenancy agreement and understand that:
- Each Tenant has the right to occupy the property
 - Neither Tenant can exclude the other, unless they have an appropriate court order or injunction
 - Each Tenant is jointly and severally (individually) liable for the tenancy and the rent. This means both are responsible for complying with whole tenancy. This responsibility continues even if one Tenant moves out of the property, whilst they remain a joint Tenant
 - Either Tenant can end the tenancy (except if the tenancy is or an assured shorthold tenancy).
- 7.6 In cases of domestic abuse where one Tenant ends the tenancy, we may offer the tenancy to the remaining Tenant provided they are eligible for our homes. They must require this size and type of accommodation to remain in the same home. Where a household would be under occupying their current home, we may offer them a tenancy in smaller accommodation unless there is a proven need for them to remain. We will only do this where the household would be considered in priority need, were they to be made homeless.

8 PREVENTING TENANCY FRAUD

- 8.1 When applying for housing, issuing new tenancies or changes are made to a tenancy following a Tenant request, LSHA Staff will take all reasonable steps to confirm identities and prevent fraud. LSHA must ensure our homes are occupied by people with genuine housing need.
- 8.2 LSHA will treat tenancy fraud seriously and have a zero-tolerance approach. LSHA is committed to ensuring our homes are occupied by the people they were lawfully let to and protected for use by people with genuine housing need.
- 8.3 We will request the assistance of the local authority and/or the Police to bring criminal charges against those who commit tenancy fraud and any related frauds. LSHA consider tenancy fraud to include (but may not be limited to):
- Subletting the whole of a property (whether for profit or not)
 - Not residing in the property as your only or principal home
 - Misrepresentation by a Tenant or applicant (or a person on their behalf even if the resident doesn't know) which results in the offer/ assignment and acceptance of a property
 - Selling the keys to a property
 - False applications to succeed to a tenancy following the death of the Tenant.
 - Applications for a person to become a joint Tenant which contain false information



- 8.4 Where LSHA believes there is evidence of tenancy fraud, we will take the most appropriate action considering the type and extent of fraud including:
- Conducting an investigation, including visiting unannounced
 - Eviction by obtaining a possession order, unless we have evidence the Tenant has abandoned the property in which case we might take back possession without going to court following service of a Notice to Quit
 - Recovering any profits made from sub-letting the home
 - Supporting the relevant local authority to prosecute those who sub-let our homes or misrepresented facts.
- 8.5 The Prevention of Social Housing Fraud Act 2013 makes sub-letting a social housing property illegal. If a Tenant is sub-letting, they can be prosecuted.

9 SQUATTERS

- 9.1 A squatter is a trespasser, someone who has entered or remained on the property without the consent of the person entitled to possession, the Tenant or landlord. An illegal Occupier is a person who entered the property with the consent of the Tenant and remains there following termination of the tenancy. This will include for example:
- Unlawful subletting
 - A person remaining in the property following the death of Tenant who has no entitlement to succeed
 - A person who was an Assured joint Tenant, but the other party gave us Notice to Quit to end the tenancy.
- 9.2 LSHA will always act to evict illegal occupants from our property. Squatting is a criminal offence and those people risk being arrested if they do not leave the property.



10 APPEALS

10.1 Tenants can make an appeal where:

- Succession has not been agreed
- LSHA has refused to allow a lodger
- LSHA has refused a mutual exchange
- LSHA has found the starter tenancy has not been conducted satisfactorily and intending to extend or terminate the starter tenancy.

10.2 A Tenant must appeal within 21 working days of being notified of any decision we have made, setting out their grounds for their appeal. The appeal will normally be required in writing. However, where this is not possible, an oral hearing will be granted if requested by the Tenant.

10.3 The appeal will be heard by a member of the Senior Management Team. The customer will be notified of the outcome of the appeal in writing. If the outcome of the appeal is to confirm the original decision, we will give the reasons for confirming the decision. There are no further rights of appeal.

11 TENANT ENGAGEMENT

11.1 This policy has been presented to the Tenant Group for consideration and consultation. Their views and comments have been considered and changes made where appropriate.

12 REVIEW

12.1 This policy will be reviewed every three years, or more frequently as required following any significant incidents, changes in legislation, good practice or other associated regulations.

13 RELATED DOCUMENTS

- Allocations and Lettings Policy
- Mutual Exchange Policy
- Succession Policy
- Domestic Abuse Policy
- Empty Home Standard
- Decant Policy

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