



HILLINGDON  
LONDON

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# **The London Borough of Hillingdon's Tenancy Policy**

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## **1. Scope of this policy**

This policy is designed to show the Council's approach, as a registered provider of social housing, to allocating and managing social housing tenancies. It should enable our customers to clearly see what they can expect of us in relation to:

- Deciding who will be offered a tenancy of one of our homes
- The sorts of tenancies we will offer and the different types of tenancy we will use in different circumstances
- Decisions about reissuing a tenancy for the same or for a different property
- How prospective and current tenants can appeal against any decisions we make regarding (a) the tenancy offered or (b) not reissuing a tenancy on their current home, and how we will deal with those appeals
- Offering advice and assistance to those whose tenancy will not be reissued to find another suitable home
- Tenancy succession
- Arrangements for more vulnerable customers
- Helping our customers to sustain their tenancy
- Ensuring that our homes are occupied by their legal tenant and how we deal with tenancy fraud

In developing this policy we have given due regard to the direction provided by London Borough of Hillingdon's Tenancy Strategy, which can be found on the Council's website or provided on request.

This policy should be read in conjunction with Hillingdon's review and appeals procedure which is available on the Council's website or can be provided on request.

## **2. The aims of this policy**

We aim to:

- Provide a high quality housing management service to prospective and current tenants, in accordance with legislation, regulation, and best practice.
- Respond effectively to the demands placed on our limited social housing resource
- Make best use of our stock and ensure it meets existing and future customers' needs
- Ensure customers have the right home for as long as they need it
- Support our customers to enable them to achieve their housing aspirations

### 3. Our commitments to our tenants

We will:

- Let homes in accordance with Hillingdon Council's Allocations Policy so that we contribute to its aims of:
  - Putting our residents first
  - Creating and maintaining mixed and sustainable communities
  - Helping and supporting some of the most vulnerable groups in the Borough
- Providing some realistic options for working households
  - Supporting and rewarding those that make a positive contribution to their community
  - Actively discouraging households from perpetrating negative behaviour that could have a detrimental impact on the community in which they live
- Provide clear and accessible information in formats our customers can understand about the tenancies that we will offer on different properties, and the circumstances under which a fixed tenancy would not be reissued.
- State the tenancy terms and rent level with each available property and ensure the new tenant understands them before they sign-up to the tenancy.
- Work to prevent homelessness and increase the availability of homes by:
  - Telling all our customers about how we can help them to maintain their tenancy successfully
  - Acting promptly where we identify problems that could threaten someone's tenancy
  - Helping customers to find another home if their tenancy isn't suitable for their household
  - Providing or enabling advice and assistance to help our customers find a suitable home if their tenancy isn't to be reissued
  - Ensuring that all our homes are occupied by people who are entitled to do so
  - Making sure homes are relet as quickly as possible

## **4. Offering and Reissuing Tenancies**

### **4.1 Preserved rights for secure tenants with tenancy start dates prior to 01/05/2013**

Existing secure tenants (or assured tenants of a housing association) with a tenancy start date prior to the date of this policy have their tenancy terms and conditions preserved by law. Therefore, if they transfer to a different home in either Council or housing association stock, they will automatically be offered another secure or assured tenancy.

### **4.2 Our approach to tenancies**

We understand the importance of a stable and secure home: It offers the platform that people need to be able to get on with their lives, improve their circumstances and achieve their aspirations. Our homes are let at rents that are lower than those charged by private landlords or by registered providers for 'Affordable Rent' homes and that means that people have fewer worries about their housing costs and can focus instead on the other things that help them succeed – like training and employment, developing independent living skills and being part of the community. As they achieve their aspirations they may need or want to move on into other homes, perhaps in other areas.

We have duties under the Equality Act 2010 to help those that are most vulnerable, including older people, disabled people and children. Our approach helps us to fulfil our duties by enabling more vulnerable people to access and sustain a suitable home.

As people get older they need more support so they can retain their independence and health, and enjoy their lives. This is offered within our sheltered and extra care housing schemes for older people, and we hope that customers who need the support we provide can stay in these homes for the rest of their lives.

Some of our homes have significant adaptations to enable disabled people to live independently and with a good quality of life. Adaptations are expensive and demand for them is growing so we want to ensure that every adapted home is occupied by someone who needs the special features.

Our family homes are particularly in demand so we would prefer that they are always occupied by families who need the space they provide. However, stability and the right home are particularly important to children so that they can grow up healthily and achieve well. We want to help children to have an uninterrupted education and upbringing in a decent home.

We want to provide those who have insufficient income to afford other housing options in the Borough with the stability they need to achieve their aspirations for employment and an improved lifestyle. Households with a combined income that indicates they can afford a different housing tenure<sup>1</sup> will be expected to move on and release the property for someone who does not have the same options.

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<sup>1</sup> This is included in the Council's Allocations Policy and updated regularly through review of the income required to afford other tenures.

### **4.3 New tenancies after [date of this policy]**

We offer a probationary tenancy to any new tenant that has not previously held a secure or assured tenancy. Probationary tenancies last for one year. Tenants who are not in breach of their tenancy at the end of that term and who have not been found to be in breach of their tenancy over the course of its term will automatically move to whichever tenancy is appropriate for their home and household.

We use flexible (fixed term) tenancies in certain circumstances to help to deliver the aims of this policy. Each fixed term tenancy will be formally reviewed before its end date. The review will take place no later than seven months before that date so that the tenant receives at least six months written notice of whether we intend to either:

- Reissue another tenancy for their current home Or
- Not reissue a tenancy but help them to find another home before their current tenancy ends

Tenants and prospective tenants have a right to appeal decisions to offer a fixed term tenancy or not re-issue a tenancy at the end of the term – this is discussed in Section 14 of this policy.

Our processes for reviewing tenancies and for appeals are clearly laid out in our *Tenancy Review Procedure* and *Tenancy Appeals Procedure*, copies of which will be provided to every fixed term tenant as part of their tenancy pack, and at the start of each review.

#### 4.4 Tenure terms for different types of properties and households

Property type	Household type	Tenancy length	Basis for decision on reissuing tenancy
All general needs properties with significant adaptations <sup>2</sup>	Any with a disabled household member	5 years	<p>Tenancy will be renewed at the current home if the household includes someone who requires the adaptation.</p> <p>Tenancy will not be reissued if household members no longer require the adaptation. In this case, additional housing assistance will be offered:</p> <ul style="list-style-type: none"> <li>• If the combined household income is below that deemed to enable a move to another tenure, additional priority will be offered for a move to non-adapted home</li> <li>• If the combined household income is above that deemed to enable a move to another tenure, advice and assistance will be offered to locate a suitable home</li> </ul>
		Use 'exceptional' 2 years where the disability is temporary	
		<i>Tenancy Strategy states a minimum of 5 years unless the property is allocated to contribute to greater independence of the disabled person</i>	
General needs homes at social rent with no major adaptations	Families with children	<p>5 years</p> <p>Use 'exceptional' shorter fixed term tenancies (e.g. two years) in circumstances where fostering or adoption is the main reason for a social tenancy being allocated</p>	<p>Tenancy will be renewed at the current home if:</p> <ul style="list-style-type: none"> <li>• The household contains any children who are school age or younger <i>and</i></li> <li>• The household still meets the property size criteria <u>or</u> their income is below that deemed as required to enable a move to another tenure</li> </ul> <p>The tenancy will not be renewed at the current home if children are no longer in full time education <u>and</u> the household is under-occupying by 1 room or more.</p>

<sup>2</sup> 'Significant' means any feature that would cost over £1,000 to replace and which makes the home particularly suitable for disabled people.

	<p><i>Tenancy Strategy states a minimum of 5 years unless fostering or adoption is the main reason for a social tenancy being allocated</i></p>	<p>The tenancy will not be renewed at the current home if children are no longer in full time education <u>and</u> the combined household income is above that deemed to enable a move to another tenure</p>
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Property type	Household type	Tenancy length	Basis for decision on reissuing tenancy
			<p>Where the tenancy will not be renewed at the current home, additional housing assistance will be offered. There may be circumstances where alternative social housing is offered. There may also be circumstances where only advice and assistance is offered to the household in order to obtain alternative private sector housing.</p>
	<p>Single people and couples with no children.</p>	<p>5 years</p> <p><i>Tenancy Strategy states a minimum of 5 years</i></p>	<p>The tenancy will be renewed at the current home if the combined household income is below that deemed to enable a move to another tenure <u>and</u> the property still meets the needs of the tenant/s.</p> <p>The tenancy will not be renewed if:</p> <ul style="list-style-type: none"> <li>• The combined household income is above that deemed to enable a move to another tenure or</li> <li>• The property no longer meets the needs of the tenant/s (including where the property is underoccupied by one or more bedroom)</li> </ul> <p>Where the tenancy will not be renewed at the current home, additional housing assistance will be offered. There may be circumstances where alternative social housing is offered. There may also be circumstances where only advice and assistance is offered to the household in order to obtain alternative private sector housing.</p>



Sheltered housing and Extra Care schemes	People who are 60 years old or above	"Lifetime " Tenancy	No reviews required
	People under 60 with serious and enduring long term conditions i.e. where there is no likelihood that housing circumstances or other needs will change	Lifetime tenancy if they previously resided in residential care. For others, five years with an expectation that the fixed term	

Property type	Household type	Tenancy length	Basis for decision on reissuing tenancy
		tenancy would be renewed, provided the property still meets the needs of that person	
Other supported housing schemes	People under 60 with serious and enduring long term conditions i.e. where there is no likelihood that housing circumstances or other needs will change	Lifetime tenancy if they previously resided in residential care.	No reviews required

	Any assessed as requiring specialist supported accommodation	<p>Will vary depending on the nature of the scheme.</p> <p>Most supported housing schemes will offer secure tenancies, where the property is intended to be a home for life, and there is no likelihood that housing circumstances or other needs will change</p>	No reviews required
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Property type	Household type	Tenancy length	Basis for decision on reissuing tenancy
		<p>Some supported housing schemes will offer 2 year tenancies or longer. Some will only require shorter periods of stay as the scheme is designed to provide supported housing during a short term crisis and the expectation is that the tenants will be able to move to more independent accommodation once they have completed a programme of support.</p>	<p>Tenancies will be reissued (to varying lengths depending on the nature of the scheme) if the tenant has not achieved a sufficient level of independence and they are still engaging with the support programme.</p> <p>Tenancies will not be renewed if the tenant:</p> <ul style="list-style-type: none"> <li>• Is no longer in need of supported housing <i>or</i></li> <li>• Is not engaging with the programme of support offered</li> </ul> <p>Where the tenancy will not be renewed, additional priority for be offered to move to a property that will meet the tenant's assessed needs.</p>

Affordable rent properties	Any	5 years  Use shorter fixed term tenancies (e.g. two years) in 'exceptional circumstances on the same basis as for social rented properties	The tenancy will be renewed at the current home once rent has been re-based, provided other occupation criteria are met (as above)
		<i>Tenancy Strategy states a minimum of 5 years other than in exceptional circumstances. It does not differentiate between Affordable Rent and Social Rent properties in relation to tenancy length</i>	
'Asset management' properties, i.e., where an inprinciple decision has been	Any	2 years	The tenancy will be renewed with a new 2 year fixed term tenancy if planned work is more than two years away.
		<i>Tenancy Strategy states</i>	
<b>Property type</b>	<b>Household type</b>	<b>Tenancy length</b>	<b>Basis for decision on reissuing tenancy</b>
made to dispose of or otherwise refurbish, requiring eventual vacant possession		<i>that 2 year tenancies are acceptable</i>	

## 5. Probationary (introductory) tenancies

We offer a probationary tenancy to any new tenant that has not previously held hold a secure or assured tenancy. Probationary tenancies last for one year but can be extended for a further six months. Tenants who have not been found to be in breach of their tenancy at any point over the course of its term will automatically move to whichever tenancy is appropriate for their home and household (see 4.4 above) in line with what they will have been offered before they signed up for the probationary tenancy.

Tenants that are in serious and persistent breach of their tenancy conditions can be given a notice of proceedings for possession, which will include the right to a review of our decision. If no request to review the decision is received, or the decision is upheld following a review, the Council will start proceedings in the county court to end the probationary tenancy as soon as the notice ends.

As long as the Council follows the correct procedures for repossessing a property held on a probationary tenancy, the Court must grant an order for repossession.

### *Extensions to probationary tenancies*

Where we have reason to be concerned about a probationary tenant's ability or readiness to comply with their tenancy conditions, we can extend the probationary tenancy up to a further 6 months. In these cases we will issue a "notice of extension" at least eight weeks before the original probationary tenancy is due to end. This is likely to be applied where tenants:

- Are in rent arrears and have not kept to arrangements to repay arrears, or
- Have caused nuisance to their neighbours and any justifiable complaints are within the last three months, or
- Otherwise have not kept to the tenancy conditions and these occurrences are within the last three months

The notice will set out the reasons for the extension and include information about the tenant's right to ask us to review this decision. If no request to review is received, or if the review has been dealt with and the decision to extend the tenancy upheld, we will formally tell the tenant before the end of the original probationary tenancy that we have extended the tenancy for 6 months.

Provided breaches of tenancy are satisfactorily rectified, the tenant will proceed to their full tenancy entitlement at the end of the extension. Otherwise we will serve notice on the tenancy and proceed to court for a possession order (as set out above).

## 6. Tenancy Reviews

Where tenants are placed on a flexible (fixed term) tenancy, these must be formally reviewed according to our Policy stated above, so that tenants are given at least six months notice in writing of our intentions as to whether we will reissue a tenancy on their existing home at the end of the term.

We will therefore start the formal tenancy review *at least* seven months prior to the tenancy end date by writing to the tenant/s to give notice of the review. The letter will

include a copy of section 5 of our Tenancy Policy, and a copy of our Tenancy Review procedure.

The review will be conducted according to our detailed Tenancy Review procedure, and will include a home visit that will seek to establish whether the tenant/s and their household still fulfil the criteria we have agreed for occupancy of their home.

Tenancies will only be reissued where:

- The tenant/s cooperate with the review by agreeing and keeping an appointment for a home visit

and

- The tenant/s and their household still fulfil the criteria agreed for occupancy of their home.
- The Council is satisfied that the tenant/s neither withhold information or provide false information in order to influence the outcome of the review.

*'Household' in this regard means the persons that usually occupy the home with the tenant/s. Where these are adults that are not in full time education, they should have been residing in that home as their usual and sole residence since a date that is at least 18 months prior to the end of the tenancy term.*

The term of any new tenancy offered will comply with our policy laid out in section 4, which may be different to the term of the previous tenancy.

Where the review identifies that the tenant/s with their household no longer fulfils the criteria for occupancy of their current home, at least six months notice in writing will be given of our intention not to reissue the tenancy.

Where the household's combined income is below that considered sufficient to enable access to a home in another tenure, additional assistance will be offered to improve the household's opportunity to move to another property in either our or another social landlord's stock that meets their needs.

Where the tenancy will not be reissued because the household has a combined income above that deemed to enable them to secure a home in another tenure, they will be given advice and assistance to assist them to locate an alternative home.

In the event that the Government enable local authorities to do so, the Council will reserve the right to consider increasing the rent in some exceptional circumstances (e.g. tenant does not fulfil criteria for remaining but is willing to accept sub-market or market rent in order to remain in the current home). This would increase Council income and also contribute to the creation and maintenance of sustainable and mixed communities.

Where a tenant/s fail to cooperate with the review, for example by not agreeing or keeping an appointment for a home visit, or failing to provide any evidence requested about the composition or income of their household, the tenancy will not be reissued, and they will not be entitled to the additional assistance offered within this Policy and our Allocations Policy.

Where we do not intend to reissue a tenancy, or we intend to reissue but on a shorter fixed term tenancy, we will include in our decision letter:

- Information on how to appeal against our decision and the procedure that any appeal will follow
- Information on the advice and assistance we can offer to the household to find another suitable home.

## 7. Tenancy Succession

The Localism Act 2011 made changes to the *statutory* right of succession for all secure and fixed term tenants whose tenancy start date was on or after 1 April 2012.

Hillingdon Council tenancies issued after the [date of this policy] will change the succession rights that members of a tenant's family have as detailed below.

### 7.1 Succession rights where the tenancy start date was prior to the date of this policy

#### a) First succession

All secure tenants whose tenancy start date was prior to [the date of this policy] have the right of one succession to their current tenancy on their death. Under Section 89 of the Housing Act 1985, a person is qualified to succeed to a secure tenancy if he or she occupies the dwelling as their only or principal home at the time of the tenant's death and either:

- He/she is the tenant's spouse (i.e. husband, wife, common law partner or partner by way of a civil partnership).
- He/she is another member of the tenant's family and has resided with the tenant continuously throughout the previous 12 months ending with the tenant's death.

The definition of a family member is set out in Section 113 of the Housing Act 1985, as follows:

- A spouse or persons living together as a husband or wife, or
- A person's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece
- In addition:
  - A relationship by marriage is treated as a relationship by blood,
  - A relationship by half blood is a relationship by whole blood;
  - A step child is treated as a child;
  - An illegitimate child is treated as a legitimate child.

The family member will need to provide evidence of occupancy.

A minor (i.e. a person under the age of 18) can succeed to a tenancy but since they cannot legally hold a tenancy, an adult Trustee must hold the legal tenancy for the minor on Trust until they attain the age of 18. The Trustee will also act as the Guarantor for rent. The person who is appointed as the Trustee/Guarantor must be an individual such as a relative, social worker or support worker. The Trustee/Guarantor must execute a Deed of Trust and Deed of Guarantee and also sign the Tenancy Agreement.

If the family member would succeed to a property which is especially suited or adapted for either a disabled person or an elderly person and the survivor has no such need, then we may take proceedings to recover possession, as allowed for in the following grounds set out in Schedule 2 of the Housing Act 1985:

- Ground 13 – where the dwelling house has features which are substantially different from an ordinary dwelling house and which is designed to make it suitable for occupation by a physically disabled person, there is no longer such a person in occupation and the landlord requires the property for a physically disabled person.
- Ground 15 – the dwelling house is one of a group of houses which it is the landlord's practice to let to persons which special needs, a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with special needs, there is no longer such a person in occupation of the dwelling house and the landlord requires it for such a person.

In these instances, we will offer the successor suitable alternative accommodation.

#### ***b) Discretionary second succession***

From the date of this policy, the Council will no longer offer a discretionary second succession.

Where the remaining occupiers would be in priority need under homelessness legislation and the combined resources of the household are lower than that assessed as being sufficient to enable access to a home in another tenure, the Council will seek to provide sufficient assistance to enable the offer of a home that meets their needs.

#### ***Succession rights where the tenancy start date was on or after 1<sup>st</sup> May 2013***

In line with the Localism Act 2011 only one succession is allowed and only to the spouse (i.e. husband, wife, common law partner or partner by way of a civil partnership). No other family member has the right to succeed to the tenancy.

The Council has no provision for second successions. Where the remaining occupiers would be in priority need under homelessness legislation and the combined resources of the household are lower than that assessed as being sufficient to enable access to a home in another tenure, the Council will seek to provide assistance as set out in 7.1 b).

## **8. Tenancy assignment**

In some circumstances a tenant may assign their tenancy to another person who complies with certain criteria as laid out in their tenancy agreement and within this Policy.

Applications for assignment are only permitted by statute in the following limited circumstances:

- By way of mutual exchange
- Where a court has made an order to transfer the tenancy under either:
  - a. Matrimonial Causes Act 1973, Section 24;
  - b. Matrimonial and Family Proceedings Act 1984, Section 17(1);
  - c. Paragraph 1 of Schedule 1 to the Children Act 1989;
  - d. Part 2 of Schedule 5 or Paragraph 9(2) or (3) of Schedule 7 to the Civil Partnership Act 2004
- To a potential qualifying successor if the tenancy agreement gives this right.

## **9. Changing names on the tenancy**

### **9.1 *Tenants that change their name***

The Council will agree to amend the tenancy following a name change as long as the tenant provides sufficient legal evidence of the change. This will usually be evidenced by a Deed Poll, marriage certificate or civil partnership documentation.

### **9.2 *Sole to Joint Tenancies***

Generally we will agree to the creation of a joint tenancy between spouse/partner although each case will be considered on its own merits. Permission will normally be granted unless:

- There has been a breach of the tenancy agreement especially if this is due to rent arrears or anti social behaviour, where a Notice of Seeking Possession has been served, where proceedings have been commenced or where a Court has made an order for possession whether this be outright, suspended or postponed.
- Where the Council has served a Notice before Proceedings for a demotion order or where the Court has made an order for demotion of the tenancy.
- The spouse/partner is under 18 years of age.
- The partner has lived in the property for less than 12 months.

The tenant's partner/spouse must be able to provide sufficient evidence of occupancy.

### **9.3 *Joint to Sole Tenancies***

If we receive a valid Notice to Quit this will end a tenancy when the four weeks notice period expires. In the case of a joint tenancy this will end the tenancy for both parties.



Where a joint tenancy is due to be terminated, but the partner of the outgoing tenant wishes to remain in the property, we can consider whether or not to grant a fresh sole tenancy. The circumstances that may indicate that a sole tenancy may be granted are:

- a) The property is suitable for the remaining occupant/s within the terms of the Council's Allocation Policy and it is likely that the Council would have a duty to rehouse the occupant/s left in the property.

And

- b) There is evidence that removing the household from the property would cause a significant impact on the health & wellbeing of one or more occupants.

If the property is not suitable for the remaining occupants within the terms of the Council's Allocation Policy we (with the exception of point b above) will allow the occupants to remain *temporarily* in the property until one suitable offer of accommodation can be made within the terms of the Allocations Policy. Whilst the occupant/s remain they will be charged for their use and occupation of the property at the same rate as the current rent charge. Non-payment will result in possession proceedings been taken.

If the remaining occupant declines an offer of accommodation that is suitable for their needs, the Council will not consider a further offer and will start proceedings to regain possession of the property.

## **10. Tenants' rights to terminate their tenancy**

### **10.1 Secure tenants**

Secure tenants are able to terminate their tenancy by providing us with four weeks notice in writing. If it is a joint tenancy, all joint tenants must sign the written notice.

We will complete a property inspection during the notice period to ensure that:

- The condition of the property is such that conditions of tenancy have not been breached
- Any rent arrears are brought to the attention of the tenant and the tenant has an opportunity to pay up to the notice expiry date
- We are able to re-let the property as quickly as possible

The tenant must return all the property keys at latest on the date the notice expires.

### **10.2 Flexible (fixed term) tenants**

If a tenant in a flexible (fixed term) tenancy wishes to end their tenancy prior to the fixed term end date, they may do so by giving a formal written offer of surrender providing four weeks notice. If it is a joint tenancy, all joint tenants must sign the written offer of surrender.

We will agree that the tenancy can be surrendered providing:

- It is in our best interests and the best interests of the customer or their neighbourhood (we will not usually refuse on this basis)

- Access is given to undertake a property inspection during the notice period and the property condition is found not to breach tenancy conditions
- The rent account is clear or any monies owing are repaid at the date of surrender
- The property keys are returned on expiry of the notice period

Where the tenant does not comply with these conditions, the request to surrender may not be accepted and the tenant will remain responsible for the tenancy and the rent.

Where a property is, or appears to be, abandoned, a Forfeiture Notice will be served on the property, giving the tenant four weeks to respond. If there has been no response at the end of the 4-week period then we will take possession of the property. In these circumstances a Court Order is not required.

## **11. Rent levels and other charges**

### **11.1 Social rents**

Our current Council homes will usually be charged at ordinary social rent levels. This is calculated using the value of the property and the average earnings in the area. The Council agrees rent increases each year that usually follow the Government's rental policy statement.

Some homes also attract service charges in relation to various services that occupiers would usually have to provide or pay for themselves, e.g. heating, caretaking, communal area cleaning and window cleaning. These service charges will be set annually, based on actual costs.

### **11.2 Affordable Rent**

The Council intends to develop new homes either to replace homes that are no longer sustainable, or to increase opportunities to help more people in housing need. In line with the new national "Affordable Rent" model, these homes may be charged at rents (including any service charges) that are up to 80% of the open market rent in the area, but will not be above the maximum level applicable for housing benefit.

In practice, affordable rents will be set at a level affordable to local people, where 'affordable' means that no more than 40% of income should be spent on housing costs.

Boroughs in West London, including Hillingdon, have assumed that it is reasonable to expect a household to spend up to 40% of income on rent based on available evidence.

### **11.3 Council tenants on higher incomes**

Where tenants' income is well above the local average earnings, the Council will consider whether it should increase the rents to at least 80% market rent or potentially to full market rent (subject to Government authorising local authorities to do so). This

proposal is for existing tenants. An income threshold is included in the allocations policy for all new applicants.

The Government has issued a consultation paper in July 2012 that suggests that households with incomes of (a choice of):

- £60,000 per annum
- £80,000 per annum
- £100,000 per annum should be charged higher rents, as they could, if they chose, afford to buy a home or rent in private sector. This additional rent would contribute towards the costs of any new homes. The March 2013 budget confirmed that the Government will shortly take steps towards allowing social landlords to charge market rents to tenants with income of over £60,000.

## **12. Allocating our homes and helping people live in homes that suit their requirements**

### **12.1 Allocations to homes that will become vacant**

We will ensure that our approach to letting homes achieves:

- Greater choice, housing options, homelessness prevention and mobility
- Mixed, cohesive and sustainable communities
- Best use of stock
- An open, transparent and equitable service
- Value for money through customer satisfaction and tenancy sustainment

We will therefore advertise most homes, including any homes let at affordable rents, on the Council's choice-based lettings system (Locata) and will offer homes using the Council's Allocations Policy. Advertisements for homes will always include the rent (and any service charges).

In order to make best use of homes and maximise rental income, we will advertise and offer homes as soon as possible after the occupying tenant gives notice that they intend to vacate. This will mean that sometimes an offer will be made while the home is still tenanted, or while post-tenancy repairs are being completed. We will therefore:

- Negotiate with occupying tenants to give access for viewing to prospective tenants
- Agree with repairs contractors how the property will be made available to prospective tenants for safe viewing
- Always accompany prospective tenants as they view the home, and
  - Explain features and facilities
  - Be clear what standard they can expect of a ready to let home
- Tell those who have been offered a property:
  - The anticipated date the property should be available for them to move in, promptly informing them of any variation to this date and
  - What work they can expect to be completed prior to their occupation

## **12.2 Mobility within and across the Council's boundary**

We will help to maximise opportunities for tenants who need to move home, either because their household circumstances have changed or because they need to move area for employment or other reasons. As part of this we will proactively support:

- Valid mutual exchanges between tenants of our stock or between our tenants and those of other registered providers.
- Transfers of our tenants where their home no longer meets the household's needs, for example they:
  - Under-occupy by at least one bedroom
  - Are overcrowded
  - No longer need adaptations
  - Require adaptations
    - Would benefit from more specialist accommodation, e.g. sheltered housing

## **12.3 Mutual Exchanges**

All secure and fixed term tenants (this does not include those on licence agreements) have the right to exchange, as laid out in Section 92 of the Housing Act 1985. Consent to an exchange will be withheld if the following grounds (laid out in Section 3 of the Housing Act 1985) apply:

- A tenant is under Notice of Seeking Possession and / or legal proceedings have begun following Notice and / or a Possession Order has already been obtained
- Any of the parties has a starter, probationary (introductory) or demoted tenancy
- A property is specifically designed or adapted to help a disabled person or has other special features not required by the new tenant
- A property is too large or small for an exchanging tenant's household. When considering under-occupation the Council will take account of the property currently occupied by the applicants. In judging whether a property is too small or too large for the tenant the Council will use the same eligibility criteria used in the Allocations Policy.
- There is evidence that the mutual exchange is not genuine e.g. if one tenant suggested that they would not be occupying the property after the exchange, or if money or goods have changed hands to facilitate the exchange.
- Any other reason contained within schedule 3 of the Housing Act 1985.

Consent to an exchange can be withdrawn if any of the above grounds become relevant during the course of the proposed exchange.

Where a secure tenant is exchanging with another secure or assured tenant, the tenancies will be assigned on completion of the exchange. Where a secure tenant is exchanging with a tenant on a fixed term tenancy, the tenancies will be brought to an

end and each tenancy will be reissued so that each tenant keeps their preexisting tenancy type and term. Where an exchanging tenant was on a fixed term tenancy, and they are exchanging to a home which would usually be let on a fixed term tenancy, the period of tenancy offered on the home to which they have exchanged will usually be no more than the remaining portion of their previous fixed term tenancy.

Where a mutual exchange takes place by way of assignment, all obligations and entitlements attached to the existing tenancy are assigned with it. The exception is the right to succession. Any rights to succeed to a tenancy remain with the tenant, so that if one of the parties succeeded to their tenancy, there will be no further right of succession to the tenancy of their new home.

#### **12.4 Other help for customers**

The Council's Housing Options team will identify opportunities for rehousing where a tenant:

- On a fixed term tenancy has been advised that their tenancy will not be reissued because they no longer have need of all the features in their current home (e.g. they are under-occupying, or are living in an adapted property and nobody in the household has need of the adaptations)
- Is under-occupying and unable to afford the deficit in Housing Benefit
- Has other housing needs that are not being met in their current home

Fixed term tenants whose tenancy will not be renewed may be given additional priority under the Allocations Policy to enable them to move to another social tenancy. If no suitable home is available to them, or they fail to bid on suitable homes, by one month prior to the end of their tenancy, they will be referred to Housing Options for help to locate a home in the private rented sector.

Someone left in occupation of a home by the death or departure of a tenant, who:

- Is unable to succeed to the tenancy after the death of the tenant, but it has been agreed that they will be offered a tenancy on a discretionary basis, or
- Was a joint tenant but the tenancy has been terminated on the departure of the other joint tenant

and

- Is occupying a home that they would not normally be allocated to, will be accorded additional priority in the Allocations Policy for a move to a suitable social rented home. Only one offer of suitable housing will be made.

#### **13. Preventing and addressing tenancy fraud**

Tenancy fraud includes obtaining a Council home by deception (for example, by someone claiming to be homeless when they already own a property), or continuing to claim to be living in a property having already moved out and sublet it.

The Council takes fraud very seriously. Anyone caught defrauding the Council is likely to lose their tenancy and could lose their right to Council housing in the future. We will make necessary checks at the start of a tenancy and will take appropriate

opportunities during a tenancy to verify household membership and that the tenant is genuine. Checks can take place at any time during a tenancy, without warning.

The Council will check the identify of tenants at the point of tenancy sign-up (including taking photos of new tenants) and will undertake regular tenancy audits (including visiting homes without warning).

#### **14. Provisions for appeals on or reviews of tenancy matters**

All tenants or prospective tenants have the right to appeal any decision made by the Council relating to:

- The tenancy they have been offered
- Non-reissue of a tenancy at the end of a fixed term
- Who is allowed to be on the tenancy agreement
- Matters relating to succession to a tenancy

The right to appeal will be included in all letters to tenants concerning these matters and will include the following process and timescales.

- Tenants or prospective tenants have 14 days from receipt of the tenancy-related decision to request a review of, or appeal, the decision
- Requests for an appeal or a review can be made verbally or in writing or on the tenant's behalf by a nominated representative - if the request is made verbally it is the tenant's responsibility to ensure the request is written down on their behalf.
- Reviews and appeals will not require the tenant's or prospective tenant's presence unless they specifically request an oral hearing.
- The person who determines the review or appeal or who conducts an oral hearing will be senior to, and separate from, any person who participated in making the original decision
- Tenants or prospective tenants will be given 5 working days notice of the date of the review (counted from the day after a letter is delivered by hand to their address, or from the date after the letter is posted to their address in the first class mail).
- If the person has requested an oral hearing, they can be present at the hearing and make representations on their own behalf, or can nominate someone to act as their representative and make representations on their behalf.
- Decisions following an appeal or review will be notified to the person within 5 working days of the date of the review or hearing.

## **15. Helping our customers to sustain their tenancies**

We would like all our tenants to be successful householders and settle into their local community but we know that this isn't always easy. We will therefore take a supportive approach to helping tenants to:

- Settle into their home
- Pay their rent on time and keep a clear rent account from the beginning of their tenancy
- Abide by their tenancy agreement, and keep their home in good order
- Be a good neighbour

Our work will start when prospective tenants view a property. Where the customer has identified that they already have a support worker, we will suggest that they accompany the customer to the viewing and also to the sign-up. We will encourage the customer to tell us if they feel they need support, and if they do we will refer them to a housing-related support service. We will tell the customer about the features of their prospective neighbourhood including local shops, schools and public transport.

We will complete a benefits entitlement check as part of the sign-up procedure and refer the customer to our welfare benefits adviser if they have debt they are struggling to manage or it appears they may be entitled to benefits that they are not currently receiving. We will also offer to help the customer to complete a Housing Benefits application form.

We will provide a welcome pack that advises the customer on the things they need to do when they move into their new home and will refer them to the furniture store if they need household goods and don't have the resources to buy these.

We will complete a new tenant visit within four weeks of the tenancy start date and will check that the customer is settling into their home, that they are paying their rent (and / or that Housing Benefit is in payment) and that they fully understand the main features of their home (for example, the location of the water stopcock, the operation of the heating system, the fuse box etc). We will check that the customer feels they are managing in their home and will, if this is indicated and the customer agrees, refer them for housing-related support.

We will take an early prevention approach to rent debt and nuisance, so that customers are quickly informed if they are in breach of their tenancy agreement and are given help to rectify this. If they need help to tackle nuisance that is adversely affecting them we will support them and take prompt action to address the issues.

**Summary of main changes in Hillingdon’s tenancy policy**

Provision in previous policy	Provision in this policy
<b>Tenancy length – general</b>	
<p>A probationary tenancy followed by a secure tenancy for all tenants.</p>	<p>For tenancies with a start date on or after the date of this policy, a probationary tenancy followed by a flexible length tenancy.</p> <p>The terms and conditions of tenancies with a start date before the date of this policy are preserved by law.</p>
<b>Tenancy length – household groups</b>	



<p><b>1 Households with a disabled household member (adult or child) in a property with significant adaptations</b></p> <p>Secure tenancy</p> <p><b>2 Families with children in general needs homes with no major adaptations, where any child is school age or younger</b></p> <p>Secure tenancy</p> <p><b>3 Families with children who are all 18 years or above in general needs homes with no major adaptations</b></p> <p>Secure tenancy</p> <p><b>4 Single people and couples of working age with no children in general needs homes with no major adaptations</b></p> <p>Secure tenancy</p> <p><b>5 People who are 60 years old or above in sheltered housing schemes</b></p>	<p>Five year tenancy or exceptional two year tenancy where the disability is temporary</p> <p>Five year tenancy</p> <p>Five year tenancy</p> <p>Five year tenancy</p>
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<b>Provision in previous policy</b>	<b>Provision in this policy</b>
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Secure tenancy	"Lifetime" Secure tenancy
<b>6 People who are 60 years old or above in extra care schemes</b>	
Secure tenancy	"Lifetime" Secure tenancy
7. People under 60 with serious and enduring long term conditions i.e. where there is no likelihood that housing circumstances or other needs will change	
Secure tenancy	"Lifetime" Secure tenancy if previously resided in residential care
<b>8 Any person assessed as requiring specialist supported accommodation in other supported housing schemes</b>	
Secure tenancy	Tenancy length will vary depending on the nature of the scheme.
<b>9 Any household in an affordable rent property</b>	
Not applicable before date of adoption of new policy	Five year tenancy
<b>10 Any household in an asset management property (decision to dispose of/refurbish)</b>	
Secure tenancy	Two year tenancy
<b>Flexible (fixed term) tenancy reviews</b>	
Not applicable before date of new policy	Formal review of tenancy followed by notice of intentions in writing at least six months before the tenancy ends
<b>Household income level taken into account at review</b>	
Not applicable before date of new policy	a) After formal review at the end of a tenancy, the tenancy may not be reissued if a household has a combined income which could enable them to secure a home in another tenure

	b) After review rent of current home may be
<b>Provision in previous policy</b>	<b>Provision in this policy</b>
	increased to market or sub market level if household is willing to accept this option
<b>Tenancy succession</b>	
<b>Tenancy start date prior to the date of this policy -</b>  <b>First succession</b> – right of one succession by spouse - including common law partner or civil partnership - or other family member (defined) who occupies the property.  <b>Discretionary second succession</b> – no provision	<b>Tenancy start date on or after the date of this policy -</b>  <b>First succession</b> – right of one succession to spouse – including common law partner or civil partnership - only.  <b>Discretionary second succession</b> – no provision.
<b>Rents</b>	
<b>Social rents</b> – current Council homes are usually charged at ordinary social rent levels, based on property value and average local earnings  <b>Affordable rents</b> – not applicable before the date of this policy	<b>Social rents</b> – most Council homes will be charged at ordinary social rent levels, based on property value and average local earnings  <b>Affordable rents</b> – new Council homes developed by the Council may be charged at rents at up to 80% of local market rent but will not be above the maximum level applicable for housing benefit

<b>Governance</b>			
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<b>Policy Owner:</b>	Neil Stubbings – Director of Housing		
<b>Policy Author:</b>	Beatrice Cingtho – Head of Housing Needs		
<b>Approved by:</b>	Cabinet		
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