



West
Northamptonshire
Council

Tenancy Policy



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1.0 Introduction

- 1.1 This Tenancy Policy explains the types of tenancies that will be offered in homes owned by West Northamptonshire Council and managed by the Council's ALMO (Arm's Length Management Organisation), Northamptonshire Partnership Homes (NPH).
- 1.2 The council owns approximately 12,000 homes. The basis of the contractual relationship between the council and the tenant is a tenancy agreement. The tenancy agreement creates a legal relationship between the two parties – a tenancy. The tenancy created has its legal foundation in statute.
- 1.3 This policy sets out the council's position with respect to the following elements:
 - a) The type of tenancy offered to a new Council tenant and the criteria taken into account when deciding which type of tenancy to offer.
 - b) The principles in managing fixed term tenancies.
 - c) The granting of succession rights.
 - d) The changing of tenancies from 'sole to joint' and joint to sole'.
 - e) The principles by which mutual exchanges are carried out.
 - f) The Council's approach to tenancy management and sustainment.

2.0 Scope of the Policy

- 2.1 This policy applies to everyone who is eligible to be housed by the Council, including those already holding council tenancies.
- 2.2 Homes managed by housing associations and registered providers of social housing are not covered by this Tenancy Policy. Housing associations have their own tenancy policies in place, in terms of the tenure they offer, which must have regard to the Council's Tenancy Strategy.

3.0 Strategic Context

- 3.1 The provision of the Localism Act 2011 allowed for more flexible tenure arrangements for people entering social housing. With a wider range of tenancy options available, the Localism Act 2011 required local authorities to publish a Tenancy Strategy, which set out the matters to which registered providers are to have regard in formulating their tenancy policies relating to:
 - the kinds of tenancies they grant,
 - the circumstances in which they will grant a tenancy of a particular kind,
 - where they grant tenancies for a certain term certain, the lengths of the terms, and
 - the circumstances in which they will grant a further tenancy on the coming to an end of an existing tenancy.
- 3.2 West Northamptonshire's Tenancy Strategy was approved by Cabinet in October 2024 and was implemented following consultation with all Registered Providers of Social and Affordable housing in its area, and tenants and residents of the area and other parties who have an interest in the outcome. The Tenancy Strategy was developed within the context of the Council's overall Corporate Plan and associated housing policies including the Council's Housing Strategy, Housing Allocations Scheme, Homelessness and Rough Sleeping Strategy.
- 3.3 This Tenancy Policy has been developed with full regard to the Tenancy Strategy. The policy follows the principles and objectives of the Tenancy Strategy and should be read in conjunction with it.

- 3.4 Access to a Council tenancy is in accordance with the Council's Housing Allocations Scheme. This sets out the eligibility criteria to join the Housing Register and the priority bands that housing applicants may be placed into.
- 3.5 This policy recognises that the Council's role as a landlord may conflict with its statutory homelessness duties. It therefore sets out what must be undertaken before an eviction is carried out to ensure that all possible alternative remedies are examined.

4.0 Legal and Regulatory Context

- 4.1 This Tenancy Policy is set within the legislative framework provided by:
- a) Regulator of Social Housing: Tenancy Standard.
 - b) Housing Act 1985, 1988, 1996 as amended.
 - c) Immigration Act 2014.
 - d) Protection from Eviction Act 1977.
 - e) Localism Act 2011.
 - f) HMCTS Pre-Action Protocol for Possession Claims by Social Landlords Part IV and Schedule 7 of the Family Law Act 1996.
 - g) Prevention of Social Housing Fraud Act 2013.
 - h) The Secure Tenancies (Victims of Domestic Abuse) Act 2018.
 - i) The Equality Act 2010.

5.0 Objectives of this policy

- 5.1 The objectives of this policy are:
- a) To grant tenancies in accordance with the Tenancy Strategy.
 - b) To grant the correct tenancy in compliance with the law.
 - c) To provide our tenants in settled accommodation with security of tenure which supports their wellbeing and sustainable communities.
 - d) To provide effective tenancy management to help tenant sustain tenancies and prevent unnecessary evictions and homelessness.
 - e) To comply with the Tenancy Standard.
 - f) To deter and tackle tenancy fraud.
 - g) To make best use of the limited supply of Council homes.

6.0 Types of Tenure (tenancy and licenses) to be Offered.

- 6.1 The type of tenure offered to individuals will vary based on the Council's duty or power when providing accommodation. It also depends on whether the accommodation is from the Council's own housing stock or from one of its Registered Providers of Social Housing partners. For the purposes of this policy, the tenancies and license agreements discussed pertain to the Council's own housing stock.

6.2 Introductory Tenancies

- 6.2.1 All new tenants are granted an Introductory Tenancy for the first year. If a tenant has complied with the terms and conditions of their Introductory Tenancy, it will convert to a Secure Tenancy or flexible tenancy after 12 months unless an Extension Notice has been served, or the process of regaining possession have commenced or have repossessed the property.

- 6.2.2 Tenants who are granted a new tenancy following a transfer from another social or affordable home, whether with the Council or another social landlord, will not normally be offered an introductory tenancy if they are a secure or assured tenant or hold a flexible or fixed term tenancy of the premiss from which they are transferring.
- 6.2.3 Introductory Tenancies are for 12 months but may be extended to a maximum of 18 months. During this time, the tenant has less security and fewer rights than under a Secure Tenancy, for example:
- The process to end a tenancy is generally more straight forward if the tenant fails to adhere to the terms of the tenancy agreement.
 - They cannot buy their home.
 - They cannot exchange homes with other tenants.
 - They cannot take in lodgers.
 - They cannot make any improvements or alterations to the property.
- 6.2.4 The Council can extend an Introductory Tenancy by up to 6 months where there are concerns about, or evidence of a breach of the tenancy agreement. The main reasons will be non-payment of rent, anti-social behaviour and condition of property, although the list is not exhaustive. The Introductory Tenancy can be extended by serving an Extension Notice at least 8 weeks prior to the end of the tenancy. The Extension Notice will provide details of the tenant's right to request a review of the decision to extend.
- 6.2.5 Introductory Tenancies support the Council's aim to improve tenancy sustainment and encourage new tenants to adhere to their tenancy obligations.

6.3 Secure Tenancies

- 6.3.1 Secure tenancies are weekly periodic tenancies, also known as lifetime secure tenancies. Secure tenancies do not have an expiry date and allow tenants to live in a property for life, provided they adhere to the terms of the agreement.
- 6.3.2 Tenants will be granted a Secure Tenancy:
- a) Following the successful completion of their Introductory Tenancy unless the Council considers it appropriate to grant a fixed term tenancy.
 - b) If they have held either a Secure, Assured (other than assured shorthold), Flexible or Fixed Term Tenancy of a social housing property immediately prior to letting.
- 6.3.3 Secure Tenants enjoy the following rights:
- A greater security of tenure; a Secure Tenant can only be evicted from their home by the order of the Court. The Council can only apply for a Court order on one or more of the grounds for possession in the Housing Act 1985 (as amended by the Housing Act 1996). For most tenants this means that they can enjoy a settled life in their home for as long as they wish, provided that they do not breach the tenancy conditions.
 - A right to exchange their home with another tenant, for example if they need to move to be closer to work or to get a smaller or larger home to better accommodate their family.
 - A right to make improvements to their home provided they have obtained prior written permission from the Council.
 - A right of succession; to grant the Tenancy to a partner or family member in the event of their death (Subject to Localism and Housing Act criteria).

- 6.3.4 Secure Tenancies provide protection and assurance to tenants, supporting their wellbeing and providing a firm foundation for the Council's aim to create settled communities.

6.4 Flexible Tenancies

- 6.4.1 Flexible tenancies are fixed-term secure tenancies. This means that the tenancy comes to an end when the period of time for which they have been granted expires. This is different to the type of secure tenancies described above. Those are tenancies which do not have an end date. For that reason, they are often called 'lifetime secure tenancies'. Flexible tenancies are a form of secure tenancy and during the fixed-term of the tenancy the tenant has many of the same rights as lifetime secure tenants. However, at the end of the fixed-term of a flexible tenancy the Council has to decide whether or not to grant the tenant a new tenancy or to take possession of the property. The options available to the Council at the end of the fixed-term of a flexible tenancy are set out in paragraph 6.4.11 below.
- 6.4.2 The Localism Act 2011 amends the Housing Act 1996 to allow introductory tenancies to become flexible tenancies at the end of the introductory period, if local authorities wish to provide flexible tenancies.
- 6.4.3 The Council will provide flexible tenancies only in exceptional circumstances such as:
- a) To support a Local Lettings Plan that would bring benefits to the community or geographical area.
 - b) To support funding opportunities such as government grants. For example, where grant conditions mean the use of a fixed term tenancy would offer the best use of stock.
 - c) Households who have limited leave to enter or remain in UK.
 - d) For certain specialist supported accommodations where the associated support services are provided for a limited period of time.
- 6.4.4 Fixed term tenancies will be for at least 5 years unless in exceptional circumstances, where minimum of two-year fixed term can be offered. Exceptional circumstances include:
- a) The tenant has less than 5 years limited leave to remain in the UK.
- 6.4.5 All flexible tenancies granted in accordance with this Tenancy Policy will have an introductory period of 12 months added to the beginning of the fixed term (unless immediately prior to the letting, the tenant held a more secure form of tenancy such as secure, assured, flexible or fixed term), which may be extended by a further 6 months where there are breaches of tenancy conditions as stated in 6.2.4.
- 6.4.6 Prior to the start of a flexible tenancy, the Council will make it clear to the applicant in the offer that they receive, that on expiry of the introductory tenancy, the tenancy will become a flexible tenancy rather than a secure tenancy. The offer letter will inform the applicant of the length of tenancy that they are being offered.
- 6.4.7 A process exists in which an applicant may request a review of the offer of a flexible tenancy. Applicants must give at least 21 days from receipt of the notice stating the length of tenancy to request a review.
- 6.4.8 The review should consider whether the decision on the proposed length of tenancy is in accordance with the Council's Tenancy Strategy and Tenancy Policy.

- 6.4.9 A formal tenancy review will start 12 months prior to the tenancy end date by writing to the tenant(s) to give notice of the review.
- 6.4.10 There are 5 options at the end of the flexible tenancy:
- a) Offer a further flexible tenancy at the current property.
 - b) Offer a further flexible tenancy at another property.
 - c) Offer a secure tenancy at the current property.
 - d) Offer a secure tenancy at another property.
 - e) Not offer a further tenancy on expiry of the current flexible tenancy to which the Council will then seek possession of the property following the procedure described in paragraphs 6.4.12 to 6.4.14.
- 6.4.11 The review and decision at the end of a flexible tenancy should not present any surprises for the tenant or the Council. It should not be used to compensate for a failure to manage issues which have arisen during the course of the tenancy but not been addressed. The general presumption is that a further tenancy will be reissued. However, a further tenancy (flexible or secure) will generally not be granted where the tenant is no longer eligible for the property, for example, the right to remain in the UK has or is due to expire before or on the fixed term end date. Where the property is no longer suitable due to a change in tenant's circumstances, the Council may offer a further tenancy on an alternative property. Such circumstances can include (not exhaustive):
- a) Where the tenant is under-occupying the property, then a further flexible or secure tenancy (as appropriate) will be offered on a suitable smaller property, when it is deemed suitable to do so such as on grounds of affordability.
 - b) Where the property has been extensively adapted and there is no one in occupation who is in need of these adaptations, then a further flexible or secure tenancy (as appropriate) of an alternative suitable property will be offered.
- 6.4.12 Where a tenancy is not reissued, the Council will issue a notice of this decision at least 6 months prior to the end of the term. The notice will set out the reasons for the decision and, at the same time, notify the tenant of their right to request a review and the time within which a request may be made.
- 6.4.13 The Council will put in place a process for reviewing a renewal decision. Tenants will have 21 days from receipt of the renewal decision notice to request a review. The review will consider whether the decision is in accordance with the Council's Tenancy Strategy and Tenancy Policy.
- 6.4.14 The tenant will also receive another two months' notice advising that the Council will require possession at or after the end of the term.
- 6.4.15 Where a further tenancy is not granted, the Council will provide advice and assistance to the tenant at least 56 days prior to the ending of the fixed term to help the tenant find alternative housing. This advice and assistance will be provided by the Council's homelessness team and may include:
- Assistance with securing privately rented accommodation.
 - Advice on securing owner-occupied accommodation; and
 - Advice on joining the Council's housing register.

6.5 Demoted Tenancies

- 6.5.1 Demotion is an alternative option to requests for possession orders, although it can also be used as a dual claim alongside a Possession Order application. The Council can apply for a demotion order under Sections 14 and 15 of the Anti-social Behaviour Act 2003. It is considered appropriate for more low-level forms of anti-social behaviour where possession proceedings are not deemed appropriate.
- 6.5.2 The use of demoted tenancies should be carefully assessed and only used in appropriate circumstances where other options have been explored without success. Demoted tenancies should be considered where the alleged anti-social behaviour is not of a very serious nature and the tenant (s) or members of their household has shown a willingness to engage and desist from their behaviour.
- 6.5.3 Tenants will be issued with a notice to demote their tenancy and will have the right to ask for a review of the decision before an application is made to court for a demotion order.
- 6.5.4 Once a demotion order is granted the tenancy will last for a period of 12 months (demotion period) unless possession proceedings are started. During this period, demoted tenants do not have the same rights as secure tenants, for example they do not have:
- The right to exchange.
 - The right to take in lodgers; or
 - The right to buy which is suspended until the tenancy is no longer demoted.
- 6.5.5 If the behaviour of a demoted tenant or other members of their household has noticeably improved and is considered satisfactory after the 12-month period, then the demoted tenancy ends and reverts back to a secure lifetime tenancy.
- 6.5.6 If the tenant continues to breach their tenancy conditions, then the Council can proceed to Court for possession where the Judge will award in favour of the local authority, providing the correct procedures have been followed.

6.6 Non-secure tenancies

- 6.6.1 Non-secure tenancies are offered under Part 7 of the Housing Act 1996 and are given when a homeless household is placed in temporary accommodation that is owned by the Council.
- 6.6.2 Not all rights of occupation granted in performance of a duty or power under Part 7 are pursuant to a tenancy. A tenancy only arises where the occupier has exclusive possession of the relevant premises. So, where accommodation is offered in a hostel, or the landlord has rights to enter the property to say clean it or provide support to the occupier, the right granted to the occupier is (or may be) a licence. Only where the interest granted by the Council is a tenancy that it will be a non-secure tenancy in those circumstances.
- 6.6.3 Non-Secure tenancies do not have all the rights that secure tenants have including:
- No Right to Buy,
 - No Right to Exchange,
 - No Right to Succession,
 - No Right to Take in Lodgers or to Sublet

6.7 License Agreements

- 6.7.1 A licence agreement gives the person to whom the licence is granted (called 'the Licensee') a right to occupy the premises to which the licence relates. Licensees have less security of tenure than tenants. This means that it is easier for the Council to evict them from the premises. Licensees are subject to conditions on and restrictions to their use of the premises.
- 6.7.2 Some licences granted by the Council governed by the Protection from Eviction Act 1977, which means that the Council must give the Licensee notice and must bring a possession claim in the Court to evict them.
- 6.7.3 Some licences granted by the Council are not governed by the Protection from Eviction Act 1977. This is where the Council has substantial control over the use of the Premises by the Licensee and the movement of the Licensee is necessary for the efficient management of the Council's accommodation that is available for the performance of the Council's duties and powers to secure that accommodation is available for people. In these circumstances, the Council will grant licences that have reasonable notice periods.
- 6.7.4 The Council may offer licence agreements for the purpose of providing:
- a) Temporary accommodation for homeless applicants who are in a transitional housing phase awaiting a permanent housing solution; or where Council homes require major works and a decant to a temporary accommodation is offered to the tenant if it is considered unsafe for a household to remain at home during the work. When works are completed, the tenant is expected to return to their habitual Council home and will be served Notice if they fail to do so. The Council may consider requests to remain permanently if the length of occupation is 14 weeks or longer.
 - b) Specialised supported housing that is provided alongside supervision, support or care in an attempt to help people live as independently as they can. Those usually in supported housing can include older people, people with a learning or physical disability, people recovering from drug or alcohol dependence, people with a history of rough sleeping or homelessness and people with mental ill health.

7.0 Assignment

- 7.1 An assignment is where a tenancy is transferred to another person. Section 91 of the Housing Act 1985 allows assignment under the following three grounds:
- 7.1.1 Assignment by mutual exchange.
 - 7.1.2 Assignment under property adjustment orders in connection with family/matrimonial proceedings (court order).
 - 7.1.3 Assignment to a person who would qualify to succeed to the tenancy (counts as a succession).
- 7.2 Tenants must seek the Council's consent to assign their tenancy which will not be unreasonably withheld. If an assignment takes place outside the specified circumstances in which assignment is permitted and without consent, it will not result in the transfer of the tenancy. The tenancy will no longer be secure, and the assignee will not become a Secure Tenant.

8.0 Succession

- 8.1 Succession rights exist for tenants with introductory, secure, flexible and demoted tenancies but the legal framework surrounding succession differs dependent upon whether the tenancy was granted before 1 April 2012 or after.
- 8.2 References below to 'statutory succession' means succession rights that are stated in the Housing Acts 1985 and 1996 as amended. Within the current statutory framework there can only be one statutory succession to a council tenancy. If the tenancy is in joint names and one joint tenant dies, then the remaining tenant will succeed by 'survivorship' and the tenancy will continue in their sole name, this counts as one succession.
- 8.3 Anyone succeeding to a tenancy will take on that same tenancy, for example, someone succeeding to a deceased person who held an introductory tenancy will succeed as an introductory tenant.
- 8.4 For tenancies that started **before 1 April 2012** (where there has been no previous succession to the tenancy), a person will succeed to the tenancy if they are living in the property as their only or principal home at the time of the tenant's death **and** they are either:
- a) The tenant's spouse or civil partner, or;
 - b) Another member of the tenant's family who has lived with the tenant throughout the period of 12 months ending with the tenant's death. Member(s) of the family' are defined by section 113 of the Housing Act 1985.
- 8.5 Where a secure tenant passes away (and there has been no previous succession) leaving only a child (under 18) who resided with her/him for at least the 12-month period before the death, a landlord must recognise the child as having succeeded to the tenancy. An adult, either a relative or professional (e.g. a social worker), will have to hold the legal tenancy on trust until the child is 18.
- 8.6 Where there is more than one qualifying person to succeed, the late tenant's spouse/civil partner takes precedence. Otherwise the qualifying persons must agree amongst themselves who is to take over the tenancy. If they cannot agree the Council is entitled to choose the successor. There can be no joint succession.
- 8.7 The Localism Act 2011 amended the succession rights of people living with secure council tenancy in England where the tenancy was created **after 1 April 2012**. In these cases, a statutory right to succeed is limited to the spouse/partner of the deceased tenant (this includes a person who was living with the tenant as if they were the tenant's spouse or civil partner). Another member of the tenant's family will not be entitled to succeed regardless of how long they have lived in the property.
- 8.8 **Under-occupation succession**
- 8.8.1 A spouse, civil partner or a person who was living with the tenant as if they were a married couple or civil partner has the right to remain in the property regardless of their need for it.
- 8.8.2 Any other qualifying person with the right of succession can be required to move to a more suitable property if the property does not meet their housing needs. This can include situations when:
- a) The property has been adapted for a person with disabilities and there is no longer a person with disabilities living in the home.
 - b) The property has become underoccupied by one bedroom or more.
- 8.8.3 The Council will treat each case sensitively and on its own merits where discretion may be applied depending on circumstances.

8.8.4 Ground 15A of the Housing Act 1985 gives the Council the ability to obtain a possession order to move a successor to suitable alternative accommodation if they are unwilling to move of their own accord.

8.9 Discretionary Succession

8.9.1 A discretionary succession is not, in reality a succession. It requires the granting of a new tenancy and not the transfer of the deceased tenant's tenancy.

8.9.2 In the absence of a statutory right of succession following a tenant's death, the tenancy will come to an end. The Council may begin proceedings to repossess the property if it is not vacant by a specified time.

8.9.3 When there are remaining household members in the property, the Council will carefully assess their needs, with special attention to vulnerable individuals. Support and guidance will be provided to help the household find suitable alternative housing. In exceptional cases, a direct offer of accommodation may be made under the Allocation Scheme. Each situation will be approached with sensitivity and compassion, and management may exercise discretion as necessary.

9.0 Mutual Exchange

9.1 A mutual exchange takes place when two or more tenants swap their homes with the landlord's written consent.

9.2 When a mutual exchange takes place between two or more secure or assured tenants no new tenancies are created. The parties involved take an assignment of the existing tenancies.

9.3 Section 158 of the Localism Act creates a new mechanism for mutual exchanges based on the granting of new tenancies. The section introduces a protection for lifetime tenants who were granted their tenancy prior to 1 April 2012.

9.4 When a mutual exchange takes place between a secure tenant of this Council whose tenancy was granted before 1 April 2012 and a tenant from another provider holding a fixed-term or flexible tenancy or an assured tenancy, the mutual exchange has to be carried out by surrender and granting of new tenancies so that our secure tenant retains a 'lifetime' tenancy. If the incoming tenant is an existing flexible tenant, then the Council will grant a secure tenancy.

9.5 When a mutual exchange takes place between a secure tenant of this council whose tenancy was granted on or after 1 April 2012 and a tenant from another provider holding a fixed-term or flexible tenancy the mutual exchange will be carried out by assignment and our secure tenant will inherit a flexible or fixed-term tenancy (losing long-term security of tenure) unless specifically granted a lifetime tenancy by the new landlord.

9.6 When deciding if permission is to be granted for an exchange the Council will make its decision with reference to Schedule 3 of the Housing Act 1985. If one of the grounds in schedule 3 applies to the mutual exchange, the request will be refused.

10.0 Joint to Sole Tenancy

10.1 In situations where a tenancy is held by joint tenants, and where both joint tenants confirm in writing that one of them wishes to transfer their interest in the joint tenancy to the other party, then the Council will consider the request on a case-by-case basis. Remaining occupants do not have a legal right to a new tenancy, and it is at the Council's discretion whether to issue a new tenancy. The Council will likely refuse requests for a sole tenancy in situations where:

- c) The person is not eligible for social housing under the Council's Housing Allocation Scheme.
 - d) The property would be under-occupied by one bedroom or more.
 - e) The remaining tenant is unable to afford the rent.
 - f) There are rent arrears.
 - g) Possession proceedings have commenced.
 - h) The property is deemed unsuitable for the needs of the household, for example, whether the property has been adapted for a person with disabilities and there would no longer be a person with disabilities living there.
 - i) Whether there are restrictions on the occupancy type for the property, e.g., age.
- 10.2 The Council will treat each case sensitively and discretion may be applied where management deem as necessary.
- 10.3 A transfer of tenancy in these particular circumstances will take effect as the grant of a new tenancy agreement, it will **not** be an assignment. It is not possible for a joint tenancy to be passed on by deed of assignment or deed of release except in the case where it is required by a court order under the matrimonial legislation or the Children' Act (1989).

11.0 Sole to Joint Tenancy

- 11.1 Where a sole tenant requests that an additional name be added to their tenancy this can only be achieved through the surrender of the original tenancy and grant of a new tenancy in joint names.
- 11.2 There is no statutory right to add a person to an existing tenancy and the Council will only consider requests for married couples, civil partners and cohabiting couples who have lived together at the property for 12 months or more.
- 11.3 The Council will assess requests on a case-by-case basis and will likely refuse requests for a joint tenancy in situations where:
- a) The proposed joint tenant is not eligible for social housing under the Council's Housing Allocation Scheme.
 - b) The existing tenancy is an introductory tenancy or demoted tenancy.
 - c) There are rent arrears.
 - d) The property is in poor condition and/or there are outstanding repair issues caused by the existing tenant.
 - e) Possession proceedings have commenced.
 - f) The property is deemed unsuitable for the needs of the household.
 - g) There are restrictions on the occupancy type for the property, e.g. age.
 - h) There is no evidence of marriage, civil partnership or evidence showing that the proposed joint tenant has been co-habiting with the current tenant for more than 12 months.
 - i) There has already been a succession or assignment.

12.0 Tenancy Fraud

- 12.1 The Council will take a proactive approach to tackling unlawful subletting and other instances of tenancy fraud, including obtaining housing by deception, wrongly claimed succession, key selling, unlawful assignment or making a false right to buy application.
- 12.2 Tenancy Fraud is a criminal offence and individuals risk prosecution under the Prevention of Social Housing Fraud Act 2013 which could result in imprisonment and or a fine.

- 12.3 Tenancy audits will also be carried out from time to time and staff will request details of identification of all persons living in the property. Photographs will be taken of tenants when they receive the keys to their property to help prevent and tackle tenancy fraud.
- 12.4 Any reports of suspected tenancy fraud should be reported to the Council and will be treated in confidence.

13.0 Tenancy Management and Preventing Unnecessary Evictions

- 13.1 Northamptonshire Partnership Homes are responsible for the housing management of the Council's homes. This includes a range of support to tenants in order to assist them in sustaining their tenancy and preventing evictions, such as:
 - 13.1.1 Undertaking in-depth sign-up welcome visits with all new tenants to ensure the tenant understands the terms and conditions of their tenancy.
 - 13.1.2 Housing Officers undertaking new tenant calls within 2 weeks of the commencement of the tenancy to offer advice and support.
 - 13.1.3 Housing Officers undertaking new tenant visits within 3 months of the commencement of the tenancy to offer advice and support.
 - 13.1.4 Recognising that early identification and intervention in response to unpaid rent can prevent long term difficulties for the tenant, including the use of standard letters, regular rent statements, home visits, and pre-court visits.
 - 13.1.5 Offering tenancy support and financial inclusion either directly or by referral/signposting to external specialist agency.
 - 13.1.6 Tackling anti-social behaviour and offering mediation, tenancy sustainment contracts and good neighbour agreements.
 - 13.1.7 Housing Management collaborating closely with the Council's Homelessness Team
 - 13.1.8 Safeguarding policies including staff training and reporting procedures.
- 13.2 All reasonable steps will be taken to remove the need for court action to recover possession of a property and that preventative measures and incremental enforcement actions are reasonable and proportionate to the level of the situation. This will include early regular and sustained intervention to avoid the escalation of a situation.
- 13.3 Eviction will only be used as a last resort where other interventions and support to address tenancy breaches have proved unsuccessful.
- 13.4 In some cases, where the breach of tenancy is of a serious nature, the Council may decide that immediate enforcement or legal action is required and may commence the recovery of a property with the serving of a Notice. Although this will not be required whereby the court considers it just and equitable to dispense with the requirement of such a notice.
- 13.5 The decision to evict will not proceed until it has gone to a Tenancy Sustainment Panel.

14.0 Equal Opportunities

- 14.1 The Council is committed to fulfilling its public sector duty under the Equalities Act 2010 to:

- 14.1.1 Eliminate unlawful discrimination, harassment and victimisation, and other conduct prohibited by the Act.
- 14.1.2 Advance equality of opportunity between people who share a protected characteristic and those who do not.
- 14.1.3 Foster good relations between people who share a protected characteristic and those who do not, including tackling prejudice and promoting understanding.

14.2 To this effect an Equalities Impact Assessment has been conducted in writing this Tenancy Policy.

15.0 Review

15.1 This Tenancy Policy will be reviewed every 3 years or earlier to address legislative, regulatory, best practice or operational issues.

16.0 Consultation

16.1 The Council have carried out a 5-week consultation with tenants and stakeholders giving them a reasonable opportunity to comment.

17.0 Glossary of Terms

Term	Definition
Adapted (properties)	Adjustments made to a property to assist a disabled member of the household access the property or facilities
Allocation Scheme	This is how housing is allocated in the West Northamptonshire Council area. It prioritises applicants by using a banding system.
Decant	A term to describe the process where residents are required to move from their homes due to works being carried out or other reasons.
Domestic Abuse	An incident or pattern of incidents of controlling, coercive, threatening, degrading and violent behaviour, including sexual violence, in the majority of cases by a partner or ex-partner, but also by a family member or carer.
Fixed Term Tenancy	A type of tenancy granted that are for a fixed length of time.
Flexible Tenancy	Flexible tenancy lasts for a fixed period of time.
Fraud (Tenancy)	Tenancy fraud is when a tenant provides false information to gain a property, sublets the property to someone else, or does not use the property as their only or main home.
Housing Register	A list of customers requesting social housing who are eligible for assistance in accordance with the Local Authority's Allocation Scheme.
Introductory Tenancy	An introductory tenancy is a trial period before you become a secure tenant. Introductory tenants have fewer rights than secure tenants, and their tenancies can be ended more easily if they break their tenancy conditions.
Local Authority	West Northamptonshire Council
Local Lettings Scheme	Local Lettings Schemes can be agreed in exceptional circumstances for the allocation and letting of social housing within an agreed community and or location or across a type of property. A Local Lettings Plan would only be agreed in consultation with the Local Authority and partners and aims to bring benefits to the area e.g., to create more balanced sustainable communities.
Registered Providers	A housing association or a not-for-profit company registered with Homes England to provide social or affordable housing.
Secure Tenant	As a secure tenant, you can normally live in the property for the rest of your life, as long as you do not break the conditions of the tenancy.

Term	Definition
Succession	Succession happens when someone inherits a tenancy after the original tenant dies.
Tenancy	The temporary possession or occupancy of property that belongs to another person (landlord)
Tenancy sustainment	The prevention of tenancy breakdown or a failed tenancy
Temporary Accommodation	This is accommodation offered to applicants under homeless legislation. It is not provided on a long-term basis.
Under-occupation	Where someone is assessed as having more bedrooms in their accommodation than is necessary, they will be under-occupying that property.