

Tenancy Policy

Housing Services

Policy:	Tenancy Policy
Scope:	This policy applies to tenants and prospective tenants of St Albans City and District Council and sets out the types of tenancies that will be offered. It aims to ensure that the correct tenancy is granted, and residents are treated with fairness, respect and transparency.
Effective Date:	March, 2025
Review Date:	March 2030, or before if there is a significant change in legislation.
Approved by:	Assistant Director, Housing
Author:	Tenancy Services Manager
Statute:	<ul style="list-style-type: none"> • The Localism Act 2011 • The Housing Act 1985, 1988 & 1996 • Equality Act 2010 • Homelessness Reduction Act 2017 • Social Housing Regulation Act 2023 • Immigration Act 2014 • Housing and Regeneration Act 2008 • Anti-social Behaviour, Crime and Policing Act 2014 • Matrimonial Causes Act 1973 • Matrimonial and Family Proceedings Act 1984 • Civil Partnership Act 2004 • Prevention of Social Housing Fraud Act 2013 • Domestic Abuse Act 2021
Related Policies:	<ul style="list-style-type: none"> • Tenancy Agreement Terms and Conditions • Succession Policy • Decant Policy • Anti-Social Behaviour Policy • Domestic Abuse Policy • Tenancy Strategy • Mutual Exchange Policy • Tenants' Incentive Scheme

	<ul style="list-style-type: none">• Tenancy Sustainment Policy (in draft)• Tenancy Fraud Policy (in draft)• Assignment Policy (in draft)
--	--

Table of Contents

1.0 Introduction	1
1.1 Aims.....	1
1.2 Scope.....	2
2.0 Equality, Diversity and Inclusion	2
3.0 Tenancy Types	3
1.0 Secure Tenancy	3
1.0 Introductory Tenancy	3
1.0 Demoted Tenancy.....	4
1.0 Licence agreement	4
1.0 Flexible Fixed Term Tenancies.....	4
4.0 Rent Types.....	4
5.0 Tenancy Sustainment	5
6.0 Tenancy Fraud.....	6
7.0 Succession	6
8.0 Ending a tenancy.....	7
9.0 Joint and Sole tenancies	8
10.0 Assignment.....	9
11.0 Decants	10
12.0 Right to Review	10

1.0 Introduction

1.0.1 The terms 'we', 'us' and 'our' refer to St Albans City and District Council (SADC).

1.0.2 The terms 'you' and 'your' refer to St Albans City and District Council Housing tenants or licensees, or prospective tenants.

1.0.3 The purpose of this policy is to set out how St Albans City and District Council allocates and manages its tenancies. This policy sets out the types of tenancy we offer, and how we deal with specific tenancy management matters including housing fraud.

1.0.4 The Tenancy Policy follows the principles of the Tenancy Strategy and Allocations Policy and should be considered alongside them.

1.0.5 As part of the Localism Act 2011, Local Authorities were given the opportunity to offer flexible tenancies. St Albans and District Council originally offered fixed term tenancies to all new tenants from 2013 onwards. SADC decided to stop granting fixed term tenancies from January 2021 onwards. SADC believes that secure tenancies provide a home for life, and security and peace of mind for our tenants.

1.0.6 If there is any difference between this policy, an individual tenancy, a licence agreement or addendum, the agreement or addendum will take precedence.

1.0.7 'MyStAlbans' is a secure and flexible way to access council services digitally and manage your personal information to make it easier for you to carry out your business with us. More details can be found on our website www.stalbans.gov.uk

1.1 Aim of policy

1.1.1 This policy will:

- Outline SADC's approach to providing an efficient and effective tenancy management service in line with the requirements laid out in the Social Housing Regulation Act 2023.
- Ensure we provide a service which reflects our responsibilities and good practice.
- Reiterate tenancy management requirements, for both tenants' rights and responsibilities.
- Set tenant expectations and ensure SADC deliver a fair and consistent housing management service.

- Help the Council meet their corporate objectives, to deliver more social housing, and promote equality, inclusion and fairness.

1.2 Scope

1.2.1 This policy sets out St Albans City and District Council's approach to tenancy management, from its creation, any changes, through to its end. It applies to all existing and new introductory and secure tenants. The Council has approximately 4800 rented homes.

1.2.2 The policy has been developed in line with the provisions set out within SADC's Tenancy Strategy and sets out how other tenancy-related changes will be dealt with, as provided for in the Localism Act 2011. These include changes to the rules about tenancy successions and demotions.

1.3 The tenancy matters covered in this policy are:

- Tenancy & Rent Types
- Tenancy Sustainment
- Tenancy Fraud
- Succession
- Ending a tenancy
- Joint and Sole Tenancies
- Assignment
- Decants
- Right to review

1.3.1 This policy **does not** apply to:

- Tenancies issued by other Registered Providers of Social Housing in the District.
- Residents living in temporary accommodation (under the 1996 Housing Act, Part VII) or supported accommodation.
- Leasehold or freehold managed properties within the SADC district.

2.0 Equality, Diversity, and Inclusion

2.1 The Council is committed to promoting equal opportunities. The Council has procedures in place to ensure all individuals are treated fairly and without unlawful discrimination.

2.2 The Council is required to respond to any local or national restrictions imposed by central government. The administration of this and other council policies could be impacted by a pandemic or other emergencies, for the period that such restrictions are in operation.

2.3 The Council will make reasonable adjustments to ensure services are accessible for everyone. If you require this document in another format, or you are unable to contact your housing officer or the council via MyStAlbans, please contact us: housingmanagement@stalbans.gov.uk, St Albans City and District Council, The Civic Centre, St Peters Street, St Albans, AL1 3JE, or 01727 866100.

3.0 Tenancy Types

3.1 Secure Tenancy

3.1.1 A secure tenancy is a lifetime tenancy enabling residents to live in their home for the rest of their lives, unless they break the tenancy conditions and possession is gained through the courts. A tenancy grants exclusive possession of premises for a given period at a given rent, creating a legal relationship between the landlord and the tenant(s).

3.2 Introductory Tenancy

3.2.1 Introductory tenancies are issued to all new council tenants and last 12 months. After this period, provided legal action for possession has not been started, or an extension to the 12-month period has not been applied, a secure tenancy will be granted. There will be no requirement to sign a new tenancy agreement.

3.2.2 SADC may choose to extend an introductory tenancy for an additional six months, to allow the tenant(s) the opportunity to address any tenancy breaches identified. Tenants will be informed of the extension of the introductory period at least four months before their tenancy is due to end.

3.2.3 This may happen, where the tenant or tenants have breached the terms of the introductory tenancy, but the Council decides that extending the introductory period is more appropriate than ending the tenancy altogether. Tenants who are unhappy that the introductory tenancy has been extended may seek a review of that decision.

3.2.4 Typically, SADC would consider extending an introductory period where there are persistent rent arrears with no agreement, broken agreements, or persistent anti-social/nuisance behaviour.

3.2.5 Introductory tenants are NOT able to:

- Carry out any tenant improvements
- Apply for a mutual exchange
- Assign their tenancies

3.2.6 An introductory tenancy will be offered if an applicant has previously held a tenancy with a Registered Social Landlord (RSL) and has been evicted in the last five years.

3.3 Demoted Tenancy

3.3.1 A demoted tenancy is a reduced level of tenancy. It removes a number of tenants' rights and reduces tenancy security. Tenancy demotion is used when there is a breach of tenancy conditions, usually involving anti-social behaviour (Please refer to our anti-social behaviour policy for definition).

It is similar to an introductory tenancy. It is an alternative to a suspended possession order in some cases. The tenant does not lose their home and can regain their original tenancy and security of tenure after 12 to 18 months.

3.3.2 To evict a demoted tenant, the Council must service a notice of proceedings for possession before applying to the Court for a possession order.

3.3.3 The notice must:

- Be in writing
- State that the court will be asked to make a court order for possession of the property
- Outline the reasons for the landlord's decision to seek possession
- Specify the date after which possession proceedings may begin
- Inform the tenant of their right to a review of the landlord's decision and the time limit for requesting a review.

3.3.5 During the 12-month demoted period, tenants are **not** able to:

- Succeed to the original secure tenancy until the demoted tenancy has expired
- Assign their tenancies (except as part of proceedings under family law)
- Exercise their right to buy while their tenancy is demoted

3.4 Licence Agreement

3.4.1 Licence agreements are for temporary accommodation, either for homeless households or council tenants temporarily displaced from their permanent home. A licence is where the landlord grants a resident permission to occupy the accommodation, however they do not have exclusive possession. A licence can be ended by either party with reasonable notice and a court order is not required.

3.5 Flexible Fixed Term Tenancies

3.5.1 SADC no longer grants these, however there will be some residents who still have them. Once the 5-year fixed term expires, these will automatically convert to a secure periodic tenancy.

3.5.2 If a tenant with a Flexible Fixed Term tenancy transfers to another property or completes a mutual exchange within SADC, a new secure tenancy will be granted as SADC no longer offer Flexible Fixed Term tenancies.

4.0 Rent types

4.1 SADC can use three types of rent: target, social and affordable. The Council remains committed to letting properties at target/social rent levels for its existing stock. Rent levels are set under the terms of the Social Housing Regulators Rent Standard and the Council's Rent and Annual Service Charge Setting Policy.

4.2 All new lettings for tenants are let at the target rent. This is a rent level calculated using a formula based on property values, local earnings and property size.

4.3 The previous social rent will be applied, instead of target rent if an existing tenant is downsizing and the rent for the smaller property will be higher than their current rent.

4.4 Affordable rent will only be considered for future new developments, and then only under limited circumstances as prescribed in the Localism Act 2011.

5.0 Tenancy Sustainment

5.1 SADC are committed to helping tenants maintain their tenancy. We want all our tenants to thrive in their homes, their lives, and maintain the terms of their tenancy agreement, so their occupation of that home is not put at risk.

5.2 Sometimes life events, illness, bereavement, unemployment, or other factors, can make maintaining a tenancy more difficult and make tenants more vulnerable. Unless there has been a serious incident of anti-social behaviour, which requires us to seek immediate repossession of the home, we will always do our very best to support tenants to maintain their tenancy and get back on track. Whether that be with rent payments or another factor in the management of their tenancy, we will try to support them before taking any enforcement action.

5.3 We have several ways we can help including:

- Support from your Neighbourhood Housing or Income Officer.
- Dedicated Tenancy Sustainment Officers who can be assigned to help.
- Referral to Citizen's Advice for specialist debt management support.
- Referrals and joint working with other support agencies, charities and our health and social care partners.
- Anti-Social Behaviour/Community Protection tools, such as injunctions and partial closure orders.

5.4 Residents who are worried about their tenancy and any breach/potential problems should contact their Neighbourhood Housing Officer, or Income Officer in the first instance.

- 5.5 We will make referrals where appropriate and make any reasonable adjustments when working with vulnerable tenants. Support can be offered over both a short and long-term period.
- 5.6 The Council is committed to ensuring that everyone is treated with fairness and respect. We aim to help tenants live safely and independently in their homes.
- 5.7 There may unfortunately be occasions where, despite our best-efforts, tenancy enforcement action is necessary to protect other residents, our properties, staff, or resources.
- 5.8 Further details can be found in our Tenancy Sustainment Policy.

6.0 Tenancy Fraud

- 6.1 Tenancy fraud is a criminal offense that involves providing false information or failing to disclose information when applying for or living in a social housing property. It can also occur during a Right to Buy application.
- 6.2 Fraud can happen at any point during a tenancy if changes in your circumstances are not reported to us. This includes moving out of your home or letting someone else stay, whether it is for profit or not.
- 6.3 SADC take tenancy fraud very seriously and will investigate all cases fully. We have partnered with the Shared Anti-Fraud Service (SAFS) to ensure only those entitled to live in our properties are occupying them. We will consider prosecuting anyone who commits tenancy fraud.
- 6.4 There are scenarios where a tenant may have a lodger or a new household member live with them, but they must first seek our permission. Tenants can speak to their Neighbourhood Housing Officer or apply via MyStAlbans.

7.0 Succession

- 7.1 Succession is the legal process of passing on a tenancy to a person who inherits the right to it, after the original tenant has died. The person who takes over the tenancy is known as the successor.
- 7.2 If you have been living in a council property where the tenant has died, and you would like to apply for succession, you must make an application to us straight away. We will ask for evidence that you have lived at the property and possibly other information, for example relating to your connection to the tenant.

- 7.3** Not all succession applications are successful, several factors are considered. If there has been a previous succession, even by way of one tenant passing on, you will not be able to succeed. SADC does not usually allow a second or discretionary succession. We will review succession decisions upon request at our Housing Review Panel.
- 7.4** If you are entitled to succeed but live in a home which we deem to be larger than your household needs, we will require you to move to a smaller home via our choice-based lettings system. We will help you with this.
- 7.5** Please refer to our Succession Policy for more detailed information about this.
<https://www.stalbans.gov.uk/succession-tenancy>

8.0 Ending a Tenancy

8.1 When a tenant ends their tenancy and moves to alternative accommodation:

- 8.1.1** If a tenant wishes to vacate their home, they will need to ensure we receive the correct notice and the home is left empty of all people, possessions, furniture, carpets, and is left in a clean and satisfactory condition.
- 8.1.2** The tenant must complete a Tenancy Termination Form via MyStAlbans or through their Neighbourhood Housing Officer.
- 8.1.3** This serves as a Notice to Quit ending the tenancy. It must be signed by all tenants and give us at least four weeks' notice to be valid. We will not accept verbal notice. Tenants are responsible for paying their rent until the Notice to Quit expires, the keys are returned, and the tenancy ends.

8.2 When a tenant ends their tenancy and moves to another SADC owned home:

- 8.2.1** When signing their new tenancy agreement, we will ask them to complete a surrender of tenancy form for their current home. They will continue to be liable for the rent on their former home until the keys for the property are returned to us and the home is vacant. We will not require 4 weeks' notice from tenants transferring from one of our properties to another.

8.3 When a tenant ends their tenancy and moves to another registered provider home:

- 8.3.1** The tenant must complete a tenancy termination form via MyStAlbans or through their Neighbourhood Housing Officer. This serves as a Notice to Quit ending the

tenancy. It must be signed by all tenants and give us at least one weeks' notice to be valid. We will not accept verbal notice.

8.3.2 Tenants are responsible for paying their rent until the Notice to Quit expires, the keys are returned, and the tenancy ends.

8.4 When the Council wishes to end a tenancy:

8.4.1 We will only seek to end a tenancy where support has been offered to help residents meet their tenancy conditions, as mentioned in section 5 above.

8.4.2 We will only evict tenants where there is no other course of action we can take to resolve tenancy management or rent payment related matters or if we require possession of the property and we have met the legal requirements to do so, for instance in the case of redevelopment.

8.4.3 If we do decide to evict a tenant, we will refer them to the Council's Housing Options team for homelessness advice. We may also notify adult care or children's services if we decide to end the tenancy of a vulnerable tenant or if there are concerns about the welfare of any member of the household.

8.4.4 Any third-party notifications will be carried out in line with our Data Protection Policy and GDPR legislative requirements.

9.0 Joint and Sole tenancies

9.1 For applicants to be considered for a joint tenancy, both parties must have been assessed as eligible to join the housing register.

9.2 Where there is a sole tenancy and the tenant would like to add a partner, spouse or civil partner to their tenancy, they will need to make an application via MyStAlbans or their Neighbourhood Housing Officer will assess this request. We will not usually allow a joint tenancy between the tenant and any other party, for instance a child or sibling.

9.3 Joint tenancies may end for a variety of reasons which include:

- Both tenants give us notice to end their tenancy, see 8.1- 8.3
- The council ends the tenancy due to a breach, see 8.4.
- One joint tenant gives us notice to end the tenancy. This will end the joint secure tenancy, meaning neither joint tenant will have the right to continue to occupy the property beyond the end of the notice period. Legally a flexible tenancy cannot be ended by one tenant.

9.4 Tenants who are part of a joint tenancy should seek legal advice from the Council's Housing Options team, an independent agency, or a legal advisor before taking action to end the tenancy.

9.5 In exceptional circumstances, usually when there has been domestic abuse or other criminal behaviour in the relationship, the Council will consider re-granting the victim with a sole tenancy once the joint tenancy is ended.

9.6 Relationship breakdown

9.6.1 Where partners, spouses or civil partners who hold a joint tenancy separate, a Court Order may be issued to end the joint tenancy, and the Court may instruct for the creation of a sole tenancy in one person's name. Where this occurs, the Council will agree with the order and grant a sole tenancy in one person's name.

9.6.2 If one of the joint tenants wishes to be removed from the joint tenancy to live elsewhere, they must first consider that they may not have the right to their own housing provided by the Council.

9.6.3 Where one tenant reports that the other has left, the Council must seek evidence that the absent tenant has permanently left before taking action to end the joint tenancy. The Council will consider whether it is appropriate to create a sole tenancy in the remaining tenant's name.

9.6.4 Where there is domestic abuse in the relationship, the domestic abuse policy will be followed, and each case will be considered carefully in conjunction with support from relevant agencies such as the police and IDVA service.

10.0 Assignment

10.1 Assignment means the transfer of the tenancy from one tenant to another tenant/occupant and must be done by a legal document, called a Deed of Assignment. Assignment is not on death, which is known as succession.

10.2 In general, a secure tenant may NOT assign their tenancy (Section 91 (1) of the Housing Act 1985).

10.3 There are 3 exceptions to this strict rule under Section 91 (3) where a secure or flexible tenant can pass on their tenancy to another member of their household during their lifetime. This can be done in the following circumstances:

- a)** By an order from the court following relationship breakdown or orders relating to children.

- The assignment is pursuant to a Court Order (Property Transfer Order) made under Section 24 of the Matrimonial Causes Act 1973 (married couples only) or under Section 53 and schedule 7 of the Family Law Act 1996 (married or co-habiting couples). Civil partners are now included (Civil Partnership Act 2004).
- b) The assignment is to a person who would be qualified to succeed in the event of the tenant's death, such as a spouse, partner, or family member.
- c) By mutual exchange.

10.4 Further details about assignment can be found in our Mutual Exchange Policy and our Assignment Policy.

11.0 Decants

11.1 Tenants who have had to move into alternative accommodation during any redevelopment or other works/emergency to their home will be granted a tenancy with no less security of tenure on their return to permanent accommodation. Please refer to our Decant Policy for further details.

11.2 Tenants, who are in temporary decant accommodation, belonging to the council, will usually be granted a licence for that property.

12.0 Right to review

12.1 Where there is a right to review a decision, such as to serve notice of seeking possession on mandatory grounds, or to demote a tenancy, the tenant will be able to seek a review of that decision, within a timescale specified in the notice letter, and this will be heard by a panel of senior officers not directly involved in the management of the tenancy. The tenant or their representative will be invited to attend the hearing and/or submit documents for consideration.