

Tenancy Policy

2021 – 2024

Document control

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| Policy approval | EDT, April 2021 |
| Replacing | Tenancy Policy 2018 – 2021 and Joint Tenancy Policy 2018 – 2021 |
| New review date | April 2024 |
| Responsible Executive Director | Executive Director – Customer Insight |
| Author | Head of Neighbourhoods |
| Equality analysis completed | April 2021 |
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| Version | 6 |

| Version | Date of review | Details of review |
|----------------|-----------------------|--|
| 4 | Jan-18 | Updated to reflect: <ul style="list-style-type: none"> • Move from Knowsley Council Tenancy Strategy to Liverpool City Region Tenancy Strategy. • Growth of Livv Housing Group outside of Knowsley • Changes to Lettings Policy and forms of Tenancy granted. |
| 5 | May 18 | Vulnerable Customers Statement incorporated into the policy |
| 6 | April 21 | <ul style="list-style-type: none"> • Amended reference to Affordable Rent not exceeding LHA in line with Development Strategy 2019-21 • Added details about granting Joint Tenancies - Imported from Joint Tenancies Policy which is being dispensed with. • Removed Reference to Assured Tenancies (with protected rights) • Added reference to Licences for Shared Accommodation • Added reference to new Rent to Buy Tenancies |

1. Introduction

This policy covers the types of tenancies we will grant and the circumstances in which we will grant a tenancy of a particular type.

Strategic context

Flexible tenancies were introduced as part of the Localism Act in 2011. The legislation introduces the concept of flexible tenancies and allows providers to vary the length of tenancy from 2 years upwards, in addition to any introductory tenancy period. Following the passing of the Localism Act, the Regulator of Social Housing, amended the Tenancy Standard in 2012 to a requirement for “registered providers to offer tenancies or terms of occupation that are “compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock”.

Registered providers must also have regard to local authority partners’ tenancy strategies.

Local context

In 2016 Knowsley Council’s Tenancy Strategy was replaced with the Liverpool City Region (LCR) Tenancy Strategy 2016-2019. At the time of reviewing this Policy, the LCR Tenancy Strategy is under review and will be reported to Knowsley Council’s Cabinet in Summer 2021. We have been advised that the principles of the existing strategy will remain the same.

The local authorities of the City Region welcome the flexibilities introduced in the Localism Act 2011, as they provide opportunities to address issues such as under-occupation, improve stock turnover, and encourage the best use of the regions limited affordable housing stock. However, the City Region is also keen to ensure that these flexibilities are applied in a manner that does not undermine social investment into communities and ensures that the most vulnerable tenants are provided with the level of stability they require.

This policy also takes regard to the Tenancy Strategies of those local authorities outside of Knowsley where we own properties, and we will work closely with those local authorities to ensure that this policy helps to support their strategic objectives.

Vulnerable Customers Statement

We are committed to developing an equal and diverse culture where people are valued and respected from all sections of society. We therefore oppose any form of discrimination in service delivery and employment practice. We aim to treat all customers fairly and we will look to tailor our policies, processes, products, and services to meet the needs of all our customers.

"Vulnerable Person" means: (a) a Child or Children; or. (b) an individual aged 18 years and above who is or may be unable to take care of themselves or is

unable to protect themselves against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.

Where we identify (or a customer advises us of) a vulnerability we will look to make reasonable adjustments to our services accordingly to meet the needs of those individuals. This may include altering the way we communicate with a customer to adjusting the service that we offer to that person. Each case will be judged on its individual merits to avoid a one size fits all approach. We will monitor our services regularly to ensure we are meeting all our customers' needs and to make any adjustments required to improve and enhance the service we deliver.

2. **Scope**

The implementation and scope of the policy applies and is applicable to:

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| Livv Housing Group | X |
| Livv Homes | |
| Livv Maintenance | |
| First Ark Social Investment (Operating as Livv Investment) | |
| All entities | |

3. **Compliance**

The policy is in place in order to support:

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| Regulatory Compliance, in particular the Tenancy Standard | X |
| Legislative Compliance, in particular the Housing Act 1988 (as amended) and the Housing Act 2004 | X |
| Best Practice | |

The Tenancy Standard requires us to:

- Offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock.
- Meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.

The Housing Act 1988 (as amended) sets out the legal framework for types of tenancy agreements that Livv Housing Group can issue and the rights under those tenancy agreements.

The Housing Act 2004 and the Regulations made pursuant to it set out the framework and requirements in respect of protection of deposits.

4. **Policy Statement**

Having considered both the Regulatory Framework in relation to fixed term tenancies, particularly the risks to customers and Livv Housing Group, we do not propose to make use of flexible tenancies at the current time.

In Knowsley, we deal with a high number of vulnerable households with multiple needs and, security of tenure is invaluable when families are trying to rebuild

their lives. Tenants clearly welcome the opportunity to provide a stable and settled environment for their family and security of tenure is crucial when laying down roots and planning for the future.

As a housing provider, we do not believe the use of flexible tenancies will make a significant impact on the level of under occupation and this combined with the cost of:

- tenancy reviews, which is resource intensive for staff;
- possession proceedings at the end of a fixed term tenancy;
- provision of advice and assistance;
- carrying out evictions; and
- increased tenancy turnover and Empty Homes works to additional relets.

Considering these facts, the challenges from welfare reform and the additional challenges which will undoubtedly arise from the recovery from the Covid 19 pandemic, fixed term tenancies are not considered a desirable option for Livv Housing Group and may be counterproductive as they could undermine the stability and sustainability of our communities and neighbourhoods

We will continue to offer the following forms of Tenancy:

Affordable Rent Tenancies

These tenancies will be granted where a property is allocated by Livv Housing Group as affordable rent under an agreement between Livv Housing Group and either:

- the Homes and Communities Agency (now Homes England); or
- a local authority and the Secretary of State,

which allows the property to be let at affordable rent.

These tenancies are different from social rent tenancies because a higher rent (up to 80% of market rent, inclusive of service charges) may be charged.

Starter Tenancies

These tenancies (sometimes referred to as probationary tenancies) are granted to:

- those tenants who are new to Livv Housing Group unless they had an assured or secure tenancy with another social landlord prior to becoming a tenant of Livv

This type of tenancy will be an assured shorthold tenancy for the first twelve months (or 18 months if extended). After which the tenancy will automatically become an Assured Tenancy, provided the tenant has not been served with a Section 21 notice.

Assured Shorthold Tenancies

This type of tenancy is currently offered to residents of Yates Court and Octavia Court Supported Housing schemes and could be offered at other supported Housing schemes in the future. The tenancy remains an assured shorthold tenancy (provided the tenant lives in the property as their only or main home).

Assured Tenancies (non protected)

These tenancies (sometimes referred to as 'lifetime' tenancies) are granted to:

- An existing Livv Housing Group tenant with an Assured Tenancy, who transfers to an alternative Livv Housing Group property unless one of the other forms of tenancy agreements is applicable

Demoted Tenancies

When a tenant fails to comply with the terms and conditions of their tenancy, we may apply for a court order on one of the grounds listed in Schedule 2 of the Housing Act 1988. We may also apply for a Demotion Order under Sections 6A and 20B.

The Demotion Order terminates the original tenancy (whether it be Assured or Assured with protected rights) and replaces it with a new Demoted Tenancy.

When the Demoted tenancy converts to an Assured Tenancy, a new tenancy agreement will not be issued, but we will write to the tenant to confirm the conversion has taken place. If they were previously a 'protected' tenant, they will lose this protection and no longer be eligible to purchase under the Right to Buy.

Rent to Buy

The Rent to Buy tenancy (an assured shorthold tenancy) will be issued when a tenant moves into a Rent to Buy property in accordance with the Capital Funding Guide.

Equitable Tenancies

We will not normally allow anyone under the age of 18 to become a tenant unless there is both a trustee and a guarantor. There are however a range of equitable tenancies which can be granted in exceptional circumstances to minors, with a trustee and guarantor.

Licence Agreement for provision of temporary accommodation for young care leavers

These Licences are granted to 16 to 18-year olds leaving the care of Knowsley Metropolitan Borough Council (KMBC), under an agreement between ourselves & KMBC.

Shared Licence

These Licences are granted to individuals occupying units under the Shared Accommodation (HMO) Initiative

Full details of all forms of tenancy granted, and in what circumstances, is included in the Tenancy Guidance Table provided as Appendix A to this policy.

50/52 week payments

All tenancies of new properties built by Livv Housing Group and all Extra Care schemes will set out a 52 rent week payment. All other occupancy agreements will allow two rent free weeks.

The correct option will be selected in the particulars of the tenancy agreement on Orchard when the tenancy is generated.

Tenancy Deposits

If the property allocated is let outside of the Property Pool Plus (PP+) allocations scheme a deposit may be taken and protected in accordance with the deposit protection scheme and the deposit section should be completed in the particulars of the tenancy agreement.

Joint Tenancies

We do not have any obligation to create a joint tenancy and agreement to do so is entirely at our discretion. Joint tenants are both jointly and individually liable for the obligations of the tenancy agreement. A breach of tenancy conditions is the responsibility of both tenants. One joint tenant can also end the joint tenancy without the other knowing or agreeing to the tenancy being ended. We will normally only allow joint tenancies between persons who are married or civil partners or can otherwise show they are an established couple living together as if they were married or civil partners. All references to marriage should be read as including a reference to marriage of a same sex couple.

We will not normally allow joint tenancies involving other relatives, for example between a parent and adult child, or between siblings, or between friends.

We will normally only allow two joint tenants and will not create a joint tenancy of three or more tenants.

Succession

Succession rights of all Livv Housing Group Tenants are contained in the detail of the Tenancy Agreement and our Succession Policy

5. Policy Outcomes

By having this policy in place, we expect to see the following outcomes:

- Ensure compliance with the Tenancy Standard
- Provide clear guidance to customers and staff on the type of tenancies (and Licences) that we will offer in all circumstances, to ensure that we are complying with all relevant legislation.

6. Monitoring and Review

In line with the Group's Policy Framework, this policy is scheduled to be reviewed every three years. Unless due to a change in Government legislation or regulatory requirements, then the review period will be brought forward in order to ensure compliance.

7. Roles and Responsibilities

The Policy Framework documents the approval routes for all Policies & Strategies, however under this policy the following teams/employees have the following responsibilities.

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| Executive Director's Team (EDT) | Final approval of the policy |
| Executive Director – Customer Insight | Ensure that the policy is applied effectively and that appropriate staff are trained in the procedures |

8. Equality & Diversity

In order to comply with the Equality Act 2010, an equality analysis (EA) was completed as part of the policy review. Upon completing the EA it was found that the implementation of the policy would support and encourage the aims of the public sector duty. The equality analysis was completed and approved April 2021

| Appendix A Agreement Name | Code | Agreement Used |
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| ASSURED SHORTHOLD (STARTER) TENANCY AGREEMENT SOCIAL RENT | 08 | <p>This tenancy agreement should be offered on all new lets of social rented property <u>except where:</u></p> <ul style="list-style-type: none"> • Customers currently hold an assured tenancy with Livv Housing Group (including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy). • Customers currently hold an assured (non-shorthold) tenancy or secure tenancy with another Registered Provider. • One of the other forms of occupancy agreement applies. <p>Please also note that only properties let at a social rent should be let via this route.</p> |
| ASSURED TENANCY AGREEMENT SOCIAL RENT | 05 | <p>This tenancy agreement should be offered on all new lets of social rented property <u>where:</u></p> <ul style="list-style-type: none"> • Customers currently hold an assured tenancy with Livv Housing Group (including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy). • Customers currently hold an assured (non-shorthold) tenancy or secure with another Registered Provider. • <p>However, the tenancy agreement should not be used where one of the other forms of occupancy agreement applies. Please also note that only properties let at a social rent should be let via this route.</p> |
| ASSURED SHORTHOLD (STARTER) TENANCY AGREEMENT - AFFORDABLE RENT | A8 | <p>This tenancy agreement should be offered on all new lets of affordable rent properties <u>except where:</u></p> <ul style="list-style-type: none"> • Customers currently hold an assured tenancy with Livv Housing Group (including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy). • Customers currently hold an assured (non-shorthold) tenancy or secure tenancy with another Registered Provider. • One of the other forms of occupancy agreement applies. <p>Please also note that only properties let at an affordable rent should be let via this route.</p> |
| ASSURED TENANCY AGREEMENT AFFORDABLE RENT | A5 | <p>This tenancy agreement should be offered on all new lets of affordable rented property <u>where:</u></p> <ul style="list-style-type: none"> • Customers currently hold an assured tenancy with Livv Housing Group (including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy). • Customers currently hold an assured (non-shorthold) tenancy or secure with another Registered Provider. |

| Appendix A Agreement Name | Code | Agreement Used |
|--|-----------|--|
| | | <p>However, the tenancy agreement should not be used where one of the other forms of occupancy agreement applies. Please also note that only properties let at an affordable rent should be let via this route.</p> |
| ASSURED SHORTHOLD YATES COURT TENANCY AGREEMENT (AST NON- CONVERTING) | 34 | Yates Court Properties |
| ASSURED SHORTHOLD OCTAVIA COURT TENANCY AGREEMENT (AST NON- CONVERTING) | | Octavia Court Properties |
| LICENCE AGREEMENT FOR PROVISION OF TEMPORARY ACCOMMODATION FOR YOUNG CARE LEAVERS | 55 | <p>This agreement should be used for young people leaving care and all cases must be approved through the high priority panel before this agreement is issued.</p> |
| EQUITABLE STARTER TENANCY AGREEMENT – SOCIAL RENT | E4 | <p>This tenancy agreement should be offered on all new lets of social rented property where the customer is a minor (aged 16 or 17) <u>except where</u>:</p> <ul style="list-style-type: none"> • Customers currently hold an assured tenancy with Livv Housing Group (including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy). • Customers currently hold an assured (non-shorthold) tenancy or secure tenancy with another Registered Provider. • One of the other forms of occupancy agreement applies. <p>Please note that neither the minor nor Livv Housing Group should sign as the Trustee. The person named and signing as the Trustee should be Social Services, a family member, reliable appropriate adult, or person appointed by the Court. Please also note that only properties let at a social rent should be let via this route.</p> |
| EQUITABLE ASSURED TENANCY AGREEMENT – SOCIAL RENT | E2 | <p>This tenancy agreement should be offered on all new lets of social rented property <u>where</u> the customer is a minor (aged 16 or 17) and:</p> <ul style="list-style-type: none"> • Customers currently hold an assured tenancy with Livv Housing Group (including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy). |

| Appendix A Agreement Name | Code | Agreement Used |
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| | | <ul style="list-style-type: none"> Customers currently hold an assured (non-shorthold) tenancy or secure with another Registered Provider. <p>However, the tenancy agreement should not be used where one of the other forms of occupancy agreement applies.</p> <p>Please note that neither the minor nor Livv Housing Group should sign as the Trustee. The person named and signing as the Trustee should be Social Services, a family member, reliable appropriate adult, or person appointed by the Court. Please also note that only properties let at a social rent should be let via this route.</p> |
| EQUITABLE STARTER TENANCY AGREEMENT – AFFORDABLE RENT | E3 | <p>This tenancy agreement should be offered on all new lets of affordable rent properties where the customer is a minor (aged 16 or 17) <u>except where</u>:</p> <ul style="list-style-type: none"> Customers currently hold an assured tenancy with Livv Housing Group (including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy). Customers currently hold an assured (non-shorthold) tenancy or secure tenancy with another Registered Provider. One of the other forms of occupancy agreement applies. <p>Please note that neither the minor nor Livv Housing Group should sign as the Trustee. The person named and signing as the Trustee should be Social Services, a family member, reliable appropriate adult, or person appointed by the Court. Please also note that only properties let at an affordable rent should be let via this route.</p> |
| EQUITABLE ASSURED TENANCY AGREEMENT – AFFORDABLE RENT | E1 | <p>This tenancy agreement should be offered on all new lets of affordable rent properties <u>where</u> the customer is a minor (aged 16 or 17) and:</p> <ul style="list-style-type: none"> Customers currently hold an assured tenancy with Livv Housing Group (including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy). Customers currently hold an assured (non-shorthold) tenancy or secure with another Registered Provider. <p>However, the tenancy agreement should not be used where one of the other forms of occupancy agreement apply.</p> <p>Please note that neither the minor nor Livv Housing Group should sign as the Trustee. The person named and signing as the Trustee should be Social Services, a family member, reliable appropriate adult, or person appointed by the Court.</p> |

| Appendix A Agreement Name | Code | Agreement Used |
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| | | Please also note that only properties let at an affordable rent should be let via this route. |
| EQUITABLE - ASSURED SHORTHOLD YATES COURT TENANCY AGREEMENT (AST NON-CONVERTING) | | This tenancy agreement should be offered on all new lets at Yates Court <u>where</u> the customer is a minor (aged 16 or 17). Please note that neither the minor nor Livv Housing Group should sign as the Trustee. The person named and signing as the Trustee should be Social Services, a family member, reliable appropriate adult, or person appointed by the Court. |
| LICENCE CONTRACTOR TENANCY - NON-SECURE | 17 | This Licence Agreement should be used when Livv Housing Group Properties are being used by contractors as non-residential accommodation (i.e., for office accommodation) |
| EXTRA CARE - ASSURED SHORTHOLD (STARTER) TENANCY AGREEMENT (Affordable Rent) | E9 | This tenancy agreement should be used for all new lets of properties on Extra Care Schemes except where : <ul style="list-style-type: none"> • Customers currently hold an assured tenancy with Livv Housing Group (including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy). • Customers currently hold an assured (non-shorthold) tenancy or secure tenancy with another Registered Provider. |
| EXTRA CARE - ASSURED TENANCY AGREEMENT (Affordable Rent) | E8 | This tenancy agreement should be used for all new lets of properties on Extra Care Schemes <u>where</u> : <ul style="list-style-type: none"> • Customers currently hold an assured tenancy with Livv Housing Group (including where they were originally granted a Starter Tenancy that has converted to an assured (non-shorthold) tenancy). • Customers currently hold an assured (non-shorthold) tenancy or secure with another Registered Provider. |
| LICENCE AGREEMENT – SHARED ACCOMMODATION | | This agreement should only be used for units under the Shared Accommodation (HMO) Initiative. |