

Tenancy Policy

1. What this policy is about

- 1.1 This policy sets out the types of tenancies we will grant and the circumstances in which we will grant or make a change to a tenancy of a particular type.
- 1.2 We are committed to working with relevant local authorities when developing our approach.

2. Our approach

We offer the following forms of tenancy:

2.1 Affordable Rent Tenancies

These tenancies are granted where a home is allocated by us as affordable rent under an agreement between Livv Housing Group and either:

- Homes England; or
- a local authority and the Secretary of State,

which allows the home 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.

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.

2.2 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 our tenant.

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.

2.3 **Assured Shorthold Tenancies**

This type of tenancy is currently offered across our supported housing scheme. The tenancy remains an assured shorthold tenancy (provided the tenant lives in the home as their only or main home).

2.4 **Assured Tenancies**

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 home unless one of the other forms of tenancy agreements is applicable.

2.5 **Rent to Buy**

The Rent to Buy tenancy (an assured shorthold tenancy) will be issued when a tenant moves into a Rent to Buy home in accordance with the Capital Funding Guide. There is a separate policy for Rent to Buy tenancies.

2.6 **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. These tenancies are granted on a discretionary basis.

2.7 **Flexible Tenancies**

We do not use flexible tenancies at the current time.

2.8 **Licence Agreement for provision of temporary accommodation for young care leavers**

These Licences are granted in exceptional circumstances to 16- to 18-year-olds leaving the care of Knowsley Metropolitan Borough Council (KMBC). These are issued on a discretionary basis and will include additional support to manage their tenancy.

2.9 **Shared Licence**

These Licences are granted to customers nominated by KMBC under the Shared Accommodation (HMO) Initiative, which provides short-term homes with support for homeless applicants.

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



Joint Tenancies

- 2.11 We do not have any obligation to create a joint tenancy and permission is at our discretion.
- 2.12 Joint tenants are both jointly and individually responsible for the conditions of the tenancy agreement.
- 2.13 One joint tenant can end the joint tenancy without the other knowing or agreeing to the tenancy being ended.
- 2.14 We will normally only allow joint tenancies between people who are married or civil partners or people living as if married/civil partnership.
- 2.15 We will not normally allow joint tenancies involving other relatives, for example between a parent and adult child, siblings, or friends.
- 2.16 We will normally only allow two joint tenants and will not create a joint tenancy of three or more tenants.

50/52 rent week payments

- 2.17 All new tenancies allocated by Livv Housing Group will set out a 52 rent week payment. All other occupancy agreements will allow two rent free weeks..

Tenancy Deposits

- 2.18 When we let homes outside of any choice based lettings schemes we require deposits from tenants. These are protected in accordance with the deposit protection scheme.

Tenancy Changes

- 2.19 Most of our tenancy agreements only give a right to assignment for the purposes of mutual exchange or succession. However, we recognise that some changes in customers' circumstances may require a change to tenancy. We may also allow these on a discretionary basis.
- 2.20 We will allow four types of tenancy change:
- Joint to sole tenancy – where one joint tenant wants to leave the tenancy, but the other tenant wants to remain in the home under the current tenancy.
 - Sole to joint tenancy – where an existing sole tenant wants to add another person as a joint tenant.
 - Assignment to another person – where the existing tenant(s) want to transfer the tenancy to another person. This will only be permitted where the other person would have a contractual right to succession as outlined in our Deceased Customer Policy.
 - A change of name.



2.21 We are not obliged to make tenancy assignment changes and will assess each request individually. The general factors we will consider when we receive a tenancy assignment request are:

- Does the tenant have a contractual right to transfer their tenancy to a potential qualifying successor?
- Can the remaining tenant afford to live in the home?
- We will only include adults and children that are already living in the home to calculate property size needs.
- Any proposed tenant and adult occupier must have a right to rent in the UK.
- Suitability of the home for the new customer's needs, for example, adaptations.
- Is there a Court application under matrimonial or children's proceedings?

2.22 We will not normally allow:

- Anyone under the age of 18 to become a tenant unless there is both a trustee and a guarantor.
- Changes to tenancy if there are rent arrears, a history of anti-social behaviour or breaches of tenancy agreement.
- A change if the existing tenant is a successor to the tenancy.
- Changes to tenancy if it results in under or overcrowding as determined by our Lettings Policy
- The tenancy agreement was granted less than 12 months previously.
- The proposed new tenant has been evicted from one of our homes or another social housing tenancy for any reason, or there is any existing legal action in relation to the tenant, the proposed tenant and/or the home
- The proposed tenant has a legal interest in another home.

2.23 When assessing a request to change a joint tenancy to a sole tenancy, we will only consider it if both existing tenants agree to the change. If they don't, then the only option is for one of the joint tenants to end the tenancy by serving a valid Notice to Quit. The consequences of this will be fully explained to each tenant. The issuing of a new tenancy will be assessed on a case-by-case basis.

2.24 If a customer has changed their name and wants to have their new name on their tenancy, they can write to us and include the original or certified copy of:

- General name changes - Change of Name Deed/Deed Poll or Statutory Declaration
- Changes due to marriage – marriage certificate; or
- To confirm previous name - Decree Nisi and birth/ marriage certificate
- Revised birth certificate

2.25 If a customer is unhappy with our decision regarding a tenancy assignment or name change, they may ask for a review through our appeals process.



2.26 Succession rights of all tenants are contained in the details of the Tenancy Agreement and our Deceased Customer Policy. Our Financial Crime Policy outlines our approach to tenancy fraud.

3. Responsibilities

3.1 All colleagues are responsible for carrying out their work in line with this policy and associated procedures. The Director of Communities is responsible for the overall implementation of this policy. Specific responsibilities are set out below.

Role	Responsibility
Head of Communities	Responsible for reviewing the policy and amending accordingly so it supports the associated strategic aims and legal and regulatory requirements.
Communities Team	Delivery of the policy: <ul style="list-style-type: none">• Issuing appropriate tenancy agreements.• Processing required tenancy changes.

4. Monitoring and review

4.1 We will review this policy every three years, or sooner if our monitoring of the policy identifies that changes are required, for example because of changes to law, regulation or related Livv strategies and policies.



Control framework

Compliance

This policy supports compliance with:

- Housing Act 1988 & 2004
- Localism Act 2011
- Regulator of Social Housing Tenancy Standard 2024

This policy is also aligned with:

- Liverpool City Region Tenancy Strategy 2022-25

Document control	
Version	1.0
Policy applies from	July 2024
Policy applies to	Livv Housing Group; Livv Homes
Approved by	Executive Director Customer Insight
Approved on	27 June 2024
Replacing	Tenancy Policy 2021-24 Tenancy Changes Policy 2020-23
Next review due by	June 2027
Responsible Executive Director	Executive Director Customer Insight
Policy author	Director - Communities
Equality Analysis	May 2024
Environmental Impact Assessment	n/a
Circulation	Intranet; Livv website

Version control		
Version	Date of Review	Summary of changes made
1.0	June 2024	Full review in line with Policy and Strategy Framework. Merger of two policies: <ul style="list-style-type: none">• Tenancy Policy• Tenancy Change Policy No fundamental change to content.



Appendix A: Tenancy Guidance Table

Agreement Name	Code	Agreement Used
ASSURED SHORTHOLD (STARTER) TENANCY AGREEMENT SOCIAL RENT	08	<p>This tenancy agreement should be offered on all new lets of social rented property except where:</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.



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		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.
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	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.
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). • Customers currently hold an assured (non-shorthold) tenancy or secure with another Registered Provider.



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		<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>
<p>EQUITABLE STARTER TENANCY AGREEMENT – AFFORDABLE RENT</p>	<p>E3</p>	<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>
<p>EQUITABLE ASSURED TENANCY AGREEMENT – AFFORDABLE RENT</p>	<p>E1</p>	<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. Please also note that only properties let at an affordable rent should be let via this route.</p>
<p>EQUITABLE - ASSURED SHORTHOLD YATES COURT</p>		<p>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).</p>



Agreement Name	Code	Agreement Used
TENANCY AGREEMENT (AST NON-CONVERTING)		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 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 with another Registered Provider.
LICENCE AGREEMENT – SHARED ACCOMMODATION		This agreement should only be used for units under the Shared Accommodation (HMO) Initiative.

