



# Tenancy Policy

2022-2027

# Tenancy Policy

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## 1. Introduction

- 1.1 The effective date of this Tenancy Policy is xxx
- 1.2 Under the Localism Act 2011 and the Homes England's Regulatory Framework for Social Housing in England, Registered Providers (predominantly, but not exclusively, housing associations and local authorities) must publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies, preventing unnecessary evictions and tackling tenancy fraud and set out:
- The types of tenancies granted
  - Circumstances where a tenancy of a particular type will be granted, and the length of the term
  - Circumstances where a Flexible (fixed-term) Tenancy term of less than 5 years will be granted
  - Circumstances where another tenancy will be granted on expiry on the same or another property
  - How applicants/tenants can appeal against the length or type of tenancy or the decision not to grant a further tenancy
  - Taking account of the needs of vulnerable people
  - Provision of housing advice and assistance if another tenancy is not granted at the end of the term; and
  - Discretionary succession rights
- 1.3 This Tenancy Policy, in conjunction with the Tenants' Handbook and the Council's Housing Allocations Scheme, meets with the requirements of:
- The Localism Act 2011
  - The Guidance for Local Housing Authorities in England on the Allocation of Accommodation June 2012 (as amended)
  - The Right to Move 2015; and
  - Section 79 of the Domestic Abuse Act 2021 which came into force on 1 November 2021 places new obligations on social landlords to ensure that, where they are offering a new tenancy to existing lifetime social tenants as a result of domestic abuse, such tenancies are granted on a lifetime basis.

## 2. Tenancy Strategy

- 2.1 The Localism Act 2011 requires local authorities to publish a Tenancy Strategy, which must set out the matters to which Registered Providers are to have regard in formulating their tenancy policies relating to:
- The types of tenancies they grant
  - The circumstances in which they will grant a tenancy of a particular type
  - Where they grant tenancies for a certain term, the lengths of those terms and
  - The circumstances in which they will grant a further tenancy on the coming to an end of an existing tenancy

2.2 The West Essex Housing Forum, comprising the three local authorities in West Essex, being Epping Forest, Harlow and Uttlesford District Councils has adopted one joint West Essex Tenancy Strategy.

2.3 All Registered Providers with housing stock in West Essex are required by the Localism Act 2011 to have regard to the West Essex Tenancy Strategy when formulating and implementing their own Tenancy Policies. The Tenancy Strategy was produced to give guidance to Registered Providers on the 3 councils' expectations of how their Tenancy Policies should be framed. The Council has had regard to the West Essex Tenancy Strategy when formulating this Tenancy Policy.

### **3. The Types of Tenancies Granted**

#### **Introductory Tenancy Scheme**

3.1 The Council operates an Introductory Tenancy Scheme whereby all new potentially Secure Tenants (sometimes referred to as lifetime tenants) and Flexible Tenants (fixed-term tenants) are on trial for a period of 12 months in order that the Council can satisfy itself that the introductory tenant can sustain a tenancy and meet with the conditions of the Council's Standard Tenancy Agreement. Should any conditions be breached, the Council will be able to seek possession of the property through the County Court with the judge having to grant possession, provided all of the procedures have been followed correctly.

In circumstances where the Council has concerns about an introductory tenant, but not serious enough to apply to the County Court for possession, the introductory period can be extended by a further 6 months. If the trial period is successfully completed, Introductory Tenancies automatically become either Secure Tenancies or Flexible (fixed-term) Tenancies.

#### **Introductory, Potentially Secure, Periodic (Lifetime) Tenants**

3.2 Introductory, potentially Secure Tenancies will be granted to appropriate home seekers in accordance with this Tenancy Policy. The legislation governing Secure Tenancies is found in Part IV of the Housing Act 1985. The rights of a Secure Tenant are set out in the Act and are commonly referred to as the Tenants Charter. A Secure Tenancy can only be ended by way of a Possession Order granted by the County Court.

#### **Existing Secure Tenants Who Transfer or Mutual Exchange**

##### Transfers

3.3 Under the Localism Act 2011, all tenants who signed up to their tenancy prior to 1 April 2012 will be given a tenancy with no less security where they choose to move to another social rented home. This means that such tenant's security of tenure is protected if they transfer to another social rented home. Such protection only applies on one occasion.

Although such tenants will retain their secure tenancy status, there will be a reduction in tenancy rights. This is due to their new tenancy being a tenancy granted after the commencement of the provisions of the Localism Act 2011 on 1 April 2012 which,

although secure, will have reduced succession rights for family members. This does not apply where tenants choose to move to accommodation let on Affordable Rent terms.

In addition to the statutory requirement above, the Council will generally grant its existing Post-Act Secure Tenants who are under-occupying their current accommodation and are transferring to a property with less bedrooms (where both properties are owned by the Council), a Secure Tenancy on their new smaller accommodation. As with pre 1 April 2012 tenancies, such protection will only apply on one occasion.

### Mutual Exchanges

- 3.4 Where any tenant enters into a mutual exchange, in law, this is done by way of an assignment of the tenancy. However, it is important to note that if one of the exchange partners is a Flexible (fixed-term) Tenant then, in law, the tenancy of each party will end and an appropriate new tenancy will be granted on the new property. The Council offers HomeSwapper, an internet-based mutual exchange service, free of charge to assist qualifying tenants who want to enter into a mutual exchange. Any tenant who does not have access to the internet will be provided with support on request.

### New Tenancies as a result of Domestic Abuse

- 3.5 Lifetime tenants who suffer domestic abuse will retain lifetime security if they are granted a new tenancy by a local authority for reasons connected with the abuse.

This protection applies to victims who have a lifetime tenancy, or victims who have had a lifetime tenancy in the past and have fled their social home to escape domestic abuse.

The protection also applies to victims of domestic abuse who have a joint lifetime tenancy and who wish to continue living in their home after the perpetrator has left.

The provisions apply to lifetime tenants of local authorities and private registered providers of social housing.

### **Advice on transfers, mutual Exchanges and new tenancies as a result of domestic abuse**

- 3.6 The law on transfers and mutual exchanges is complicated. Any tenants who are considering either a transfer or a mutual exchange should seek advice from their Housing Officer.

### **Introductory, Potentially Secure, Flexible (fixed-term) Tenancies**

- 3.7 The Localism Act 2011 provides for a new type of fixed-term tenancy to Council tenants – the Flexible Tenancy. Flexible Tenancies (or Fixed-Term Tenancies) are tenancies that are offered for a specified period of time, as opposed to traditional lifetime tenancies. A Flexible (fixed-term) Tenancy is a form of secure tenancy, and generally, tenants with a Flexible (fixed-term) Tenancy have the same rights as other secure tenants (as set out in the Tenants Charter under the Housing Act 1985).
- 3.8 The Localism Act 2011 amends the Housing Act 1996 to allow Introductory Tenancies to become Flexible (fixed-term) Tenancies at the end of the introductory

period, if local authorities wish to provide Flexible (fixed-term) Tenancies. All Flexible (fixed-term) Tenancies granted in accordance with this Tenancy Policy will have an introductory period of 12 months added to the beginning of the fixed term, which may be extended by a further 6 months where there are minor breaches of tenancy conditions. A written notice will be served before the Introductory Tenancy is granted making clear the arrangements for the transition from Introductory to Flexible status providing no possession proceedings have been commenced, setting out the length of the fixed term and other expressed terms of the tenancy. Tenants have the right to request a review of an extension to the introductory period (review procedure - paragraph 3.14).

#### Assessment Criteria – Decision on re-granting a Flexible (fixed-term) Tenancy

3.9 At the commencement of each Flexible (fixed-term) Tenancy, the tenant will be informed of the assessment criteria that will be applied to determine, at the end of the flexible term, if a further tenancy will be granted. At least 6 months prior to the ending of the fixed term, the Council will provide Notice in writing to the tenant stating that it either proposes to grant a further tenancy (Flexible or Secure – on the same or another property) on the expiry of the existing fixed term, or that it intends to end the tenancy. Prior to serving the Notice, the Tenant will be assessed against the assessment criteria. The general presumption will be that a further tenancy is granted. However, a further tenancy (Flexible or Secure) will generally not be granted in the following circumstances:

- Where the tenant (or a member of their household) who, during the Flexible (fixed-term) Tenancy term, has been guilty of serious unacceptable behaviour. Such behaviour is behaviour that would give sufficient grounds to issue possession proceedings if they were a Secure or Flexible (fixed-term) Tenant and includes rent arrears (including housing benefit and court cost arrears), and other breaches of tenancy conditions.
- Where the tenant is under-occupying the accommodation (when taking into account people required to live with the tenant, for example family members and not lodgers), then a further Flexible or Secure Tenancy (as appropriate) will be offered on a suitable smaller property, provided all of the other requirements of the assessment criteria are met.
- Where the tenant is statutorily overcrowded in the accommodation a further Flexible (fixed-term) Tenancy will be granted on a larger property, subject to availability and provided all of the other requirements of the assessment criteria are met.
- Where the property has been extensively adapted and there is no one in occupation who is in need of these adaptations, and there is an applicant on the Housing Register who is in need of the adapted accommodation, then a further Flexible or Secure Tenancy (as appropriate) of an alternative suitable property will be offered, provided all of the other requirements of the assessment criteria are met.
- Where, from the effective date of this Policy, in accordance with the Council's Housing Allocations Scheme (in force on the date when the 6 months' Notice is served), the Flexible (fixed-term) Tenant, in the opinion of the Council, has sufficient income and/or assets to enable them to meet their housing need themselves.

3.10 At the end of the Flexible (fixed-term) Tenancy term, where the tenant meets one or more aspects of the above assessment criteria but there are special circumstances including, where:

- the tenant is an active Foster Carer;
- the Council's Medical Advisor confirms that the tenant, or member of their household, has a terminal illness or a long-term disability;
- the tenant is a care leaver who is still in need of support; and/or
- there are dependent vulnerable children.

3.11 In such special circumstances, a further Flexible (fixed-term) Tenancy term of 10 years may be granted. This is in order for the special circumstances to be monitored and re-assessed at a later date.

3.12 The Council recognises that there may be exceptional circumstances not covered by this Tenancy Policy. In such instances, the Housing and Property Service Director will have delegated authority (subject to the provisions made under Paragraph 7.2 of the Council's Housing Allocations Scheme), to make decisions as considered appropriate.

#### Flexible (fixed-term) Tenancies (Review Procedures)

3.13 All Flexible (fixed-term) Tenancy reviews will be undertaken in accordance with The Flexible Tenancies (Review Procedures) Regulations 2012 as follows:

#### Start of the fixed term

3.14 There is no right to a review of the type of tenancy offered. There is only one ground for a review at the commencement of the Flexible (fixed-term) Tenancy, being that the length of the tenancy offered is inconsistent with the Council's published Tenancy Policy. In these circumstances, the Flexible (fixed-term) Tenant (the applicant) must make an application for a review in writing including:

- The applicant's name and address;
- A statement of the reasons why, in the applicant's opinion, the length of the tenancy does not accord with the Tenancy Policy as to the length of the term of the Flexible (fixed-term) Tenancy it grants;
- A statement to the effect that the applicant does, or does not, require the review to be conducted by way of an oral hearing; and
- A statement to the effect that the applicant does, or does not, agree to receive communications relating to a review by email and, if so, the email address to which such communications should be sent.

#### End of the fixed term – decision not to grant a further tenancy

3.15 If a further Flexible (fixed-term) Tenancy is not granted, a written Notice informing the tenant will be served at least 6 months before the expiry of the tenancy 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. An application for a review must be made in writing and include:

- The applicant's name and address;
- A description of the original decision in respect of which the review is sought, including the date on which the decision was made;
- A statement of the grounds on which the review is sought;
- A statement to the effect that the applicant does, or does not, require the review to be conducted by way of an oral hearing; and
- A statement to the effect that the applicant does, or does not, agree to receive communications relating to a review by email and, if so, the email address to which such communications should be sent.

3.16 Following receipt of the application, if the review is to be undertaken without an oral hearing, the Council will:

- Send a written Notice to the applicant stating that the applicant may make written representations in support of the application (which will be taken into account by the person undertaking the review) not less than 5 days after the day on which the Notice is received by the applicant.

3.17 Following receipt of the application, if the review is to be undertaken by way of an oral hearing, the Council will, in addition to sending the Notice referred to in paragraph 3.16 above:

- Notify the applicant of the day on which, and the time and place at which, it is proposed that the oral hearing is to take place, which will not be earlier than five days after the day on which Notice is received by the applicant.

#### Procedure at the hearing

3.18 The hearing will be conducted by an officer senior to the officer who made the original decision and who was not involved in the original decision. The tenant will be given every opportunity to make written or oral representations and be able to call persons to give evidence on any matter relevant to the decision to be made on review and put questions to any person who gives evidence at the hearing. The applicant will be able to be accompanied or represented by another person (appointed by the applicant) who will have the same rights and obligations as the applicant for the purposes of the conduct of the hearing.

3.19 If the applicant fails to attend the hearing, the person conducting it will either proceed with the hearing or re-arrange the hearing if it is considered appropriate. If the hearing is adjourned for more than one day, the person conducting the hearing will specify the date on which it will be resumed by sending a Notice in writing to the applicant.

3.20 The decision on review will be made by the person conducting the review who will notify the applicant in writing of the decision.

3.21 If, generally, there is no engagement from the tenant in the review process then the Council (if considered appropriate) will commence possession proceedings.

### Ending the Flexible (fixed-term) Tenancy

- 3.22 The Council, when it considers appropriate, during or at the end of the tenancy will apply for a Court Order to end any Flexible (fixed-term) Tenancy during the fixed term if any of the grounds for possession (being the same grounds available for a Secure Tenancy) can be proven following any breaches of tenancy conditions.
- 3.23 If, in accordance with this Tenancy Policy, a further Flexible (fixed-term) Tenancy is not granted, and the tenant has either requested a review and it is dismissed, or decided not to seek a review, the Council will seek possession of the property. The tenant will then be given no less than 2 months' Notice in writing stating that the Council requires possession of the property, prior to starting an ordinary claim for possession in the County Court.
- 3.24 If the tenant refuses to vacate when the Notice period expires, possession proceedings will be taken. A Court can only refuse possession if the correct procedures have not been followed or if the decision was wrong in law.
- 3.25 A Flexible (fixed-term) Tenant may give 4 weeks' Notice in writing to end the Flexible Tenancy at any time during the fixed term; this may only be accepted by the Council provided there are no arrears outstanding and any other breaches of tenancies are remedied.

### Advice and Assistance if a further tenancy is not granted

- 3.26 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 will include:

- Assistance with securing privately rented accommodation;
  - Assessing eligibility for a rental loan, damage deposit guarantee, a discretionary housing payment to assist with securing accommodation in the private rented sector, or any other forms of assistance available at the time;
  - Advice on securing owner-occupied accommodation; and
  - Advice on joining the Council's Housing Register.
- 3.27 Tenants should contact the Council to arrange a housing advice interview. The Council has a Service Agreement with the Epping Forest Citizens Advice Bureau in the District, who tenants can contact and be provided with a range of independent advice and support.

### Flexible (fixed-term) Tenancies and the Right to Buy

- 3.28 The Right to Buy extends to Flexible (fixed-term) Tenancies, subject to the same qualifying criteria for Secure Tenancies.

## **4. Demoted Tenancies**

### Secure Tenancies

4.1 If the Council has concerns about the way in which a Secure Tenant has been conducting their tenancy, but the concerns are such that seeking possession is not felt appropriate, it may proceed to Court and seek a Tenancy Demotion Order. If the tenancy is demoted, the tenant will hold a lesser form of tenancy with reduced security of tenure for a period of 12 months. 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 of succession;
- The right to take in lodgers; or
- The right to buy which is suspended until the tenancy is no longer demoted.

4.2 If the tenant continues to breach their tenancy conditions, then the Council can proceed to Court for possession when the Judge will have no alternative, providing the correct procedures have been followed, other than to grant the Council possession.

### Flexible (fixed-term) Tenancies

4.3 In the case of Flexible (fixed-term) Tenants, if the 12 month demotion period is successfully completed, then the Council will serve the Demoted Tenant with a Notice stating that the tenancy is to be restored from a Demoted Tenancy to a Flexible (fixed-term) Tenancy and specifying the length of the fixed term and other express terms of the tenancy.

## **5. Joint Introductory Potentially Secure and Flexible Tenancies**

5.1 A Secure or Flexible (fixed-term) Tenancy can be held by one person or by up to four joint tenants all of whom must be qualifying persons. However many tenants there are, there is still only one tenancy and the rights and duties relating to the tenancy apply jointly and severally to all joint tenants.

5.2 When a joint tenant dies, the remaining tenant/s will continue to hold the tenancy by survivorship. The names of any joint tenants cannot be removed from the tenancy unless by an Order of the Court. If one joint tenant surrenders the tenancy, then the tenancy comes to an end.

5.3 Introductory potentially secure joint tenancies will be offered to:

- (a) married couples or civil partners, provided that both home seekers are named on the application form, unless both parties request the tenancy to be granted in a sole name;
- (b) unmarried couples, or those living as civil partners who can demonstrate a relationship similar to marriage or a civil partnership, providing that both request it and the partner of the lead home seeker is registered on the application form; and

(c) home seekers and their live-in carers, where the live-in carer has occupied the property as their only or principal home for over 12 months and the Council considers it to be justified.

5.4 When an existing tenant applies to change their sole tenancy to a joint tenancy, this will be subject to any new joint applicant meeting with the Local Eligibility Criteria of the Council's Housing Allocations Scheme apart from the housing need element.

In all other circumstances, sole tenancies will be offered to the lead applicant.

## **6. Non-secure Tenancies**

6.1 Non-secure tenants have less security of tenure than Secure, Introductory and Flexible (fixed-term) Tenants and normally apply where short-term temporary accommodation is provided.

## **7. Circumstances where a tenancy of a particular type will be granted and the length of the term**

### **Introductory, Potentially Secure Periodic (Lifetime) Tenancies**

7.1 The Council will grant Introductory potentially Secure Tenancies to home seekers allocated permanent accommodation in sheltered housing or grouped dwelling schemes.

5.4 In addition to the above, the Council will generally grant its existing Post-Act Secure Tenants who are under-occupying their current accommodation and are transferring to a property with less bedrooms (where both properties are owned by the Council), a Secure Tenancy on their new smaller accommodation. As with pre 1 April 2012 tenancies, such protection will only apply on one occasion.

### **Introductory Potentially Secure Flexible (fixed-term) Tenancies**

7.3 Introductory potentially Secure Flexible Tenancies (fixed-term tenancies) will be granted to all home seekers who sign-up to a tenancy of any property. The fixed term for the Flexible Tenancy will generally be 9 years subject to paragraphs 7.1, 7.2 and 7.6.

7.4 An introductory tenancy term of 12 months (or 18 months where the term is extended due to minor breaches of tenancy conditions) will be added to the 9-year Flexible Tenancy making a total fixed term of 10 years. The Flexible Tenancy term will be for 8 ½ years where introductory tenancies are for 18 months. At the commencement of the Introductory Period, the Council will serve a Notice on the tenant stating that a Flexible Tenancy will be granted at the end of the introductory period and what the length of the fixed term will be, provided the terms of the Introductory Tenancy are not breached.

7.5 Flexible (fixed-term) Tenants will be granted, through their Tenancy Agreement, both the Right to Improve and the Right to Compensation for Improvements. The financial incentives under the Council's Housing Allocations Scheme for council tenants to transfer to smaller accommodation will apply to Flexible Tenants during the fixed term, but only within the first 7 years of the fixed term (inclusive of the Introductory Tenancy period).

## **8. Non-secure Tenancies**

- 8.1 Non-secure tenancies may be granted when a tenant is moved to alternative accommodation whilst major works are undertaken or in extremely rare circumstances in order for the Council to provide temporary housing under its homelessness duties. The Council shall grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.

## **9. Contractual Succession Rights – Family Members**

### **Pre-April 2012 Tenancies**

- 9.1 All of the Council's secure tenants who signed up to their tenancy prior to 1 April 2012 enjoy many rights under the Housing Act 1985 Part IV (Tenants Charter). One of these is the right of succession to a tenancy which takes place upon the death of the tenant. Any successor tenant who is either a spouse or a Civil Partner is able to remain at the accommodation regardless of any under-occupation. Under the legislation, in the case of succession by a family member who meets all of the rules, if the accommodation afforded by the dwelling-house is more extensive than is reasonably required by the tenant, then the Council can serve a Notice of Seeking Possession more than 6 months but less than 12 months after becoming aware of the tenant's death. The Notice requires the tenant to vacate and move to smaller accommodation unless the Council's under-occupation policy applies.

### **Post April 2012 Tenancies**

- 9.2 Under the Localism Act 2011, for all tenancies (including Flexible Tenancies) commencing after 1 April 2012, the right to succeed was repealed for family members. However, from 1 April 2012, all of the Council's secure tenants have been granted additional contractual succession rights within their Tenancy Agreement, in addition to those set out in the Localism Act. If at the time of the tenant's death, the dwelling-house is occupied by a family member (as defined by Section 113 of the Housing Act 1985) and not occupied by a spouse or a civil partner of the tenant as their only or principal home, the following additional rights will apply through the terms of the Tenancy Agreement:
- Provided there is no under-occupation, a family member will be allowed to succeed to the tenancy provided they meet all of the succession rules set out under the Housing Act 1985 Part IV and has been residing at the property as their only or principal home for over 3 years
  - Where the property is under-occupied by a family member, if the family member meets all of the succession rules set out under the Housing Act 1985 Part IV and has been residing at the property as their only or principal home for over 3 years, they will be made one offer of suitable alternative accommodation. If the successor tenant refuses to move, then the Council will take court action to seek possession under Ground 16 of the Housing Act 1985
  - Where the property is under-occupied by a family member who has resided at the property for less than 3 years then they be required to vacate. If the occupier refuses to vacate, then the Council will take court action to seek possession

## **10. Tenancy Management**

10.1 The Council offers a range of support to tenants in order to assist them in sustaining their tenancy and preventing evictions, including:

- Undertaking in-depth sign up interviews with all new tenants to ensure the tenant understands the terms and conditions of their tenancy
- Housing Officers undertaking new tenant visits within 12 weeks of the commencement of the tenancy to offer advice and support and to clarify the conditions of tenancy
- 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, office interviews and pre-court visits
- Housing Officers undertaking visits to all tenants who have been identified as being affected by the social sector size limits of the Welfare Reforms to discuss their options and to offer advice and support
- Working in partnership with the floating support provider Peabody, who provide support to vulnerable tenants
- Housing Management working closely with the Council's Homelessness Team
- Safeguarding polices including staff training and reporting procedures;
- Undertaking in-depth special needs assessments whereby an officer visits a prospective tenant of sheltered accommodation to ensure the property will meet their needs
- All tenants receiving the Council's tenant newsletter 'Housing News' which includes articles on tenancy issues
- Offering mediation services to assist in resolving neighbour disputes
- Liaising regularly with the Council's Safer Communities Team and Environment and Neighbourhood Team in order to design out anti-social behaviour, working in partnership to seek methods to avoid neighbour conflict and attend network meetings with partner agencies to resolve cases
- Meeting regularly with representatives from the Epping Forest Citizens Advice Bureau in the District to give them an opportunity to raise any concerns and to update them on major issues and policy changes; and
- Meeting regularly with senior staff in the Council's Benefits Team to raise any concerns and to update on policy changes.

## **11. Tackling Social Housing Fraud**

11.1 The Council employs a Corporate Fraud Team as part of the Government's national initiative to tackle social housing fraud, which in the main includes:

- The unlawful sub-letting of Council properties
- The detection of Right to Buy fraud
- The detection of fraudulent housing register applications
- The detection of fraudulent grant applications
- The investigation of all joint tenancy applications
- The investigation of all applications for succession to a tenancy; and
- The investigation of all mutual exchange requests

11.2 As social housing is a very valuable asset, the Council considers it is important to ensure that properties are let fairly and are occupied by legitimate tenants. For this reason, all applications listed above are subject to anti-fraud vetting.

11.3 During the tenancy, the tenant must inform the Council if they own a residential property or have another residential lease or tenancy.

## **12. Taking account of the needs of tenants with care and support needs**

12.1 When a Flexible (fixed-term) Tenancy comes to an end, in accordance with the assessment criteria, if the Council's Medical Advisor confirms that the tenant or a member of their household:

- has a terminal illness or a long-term disability;
- is a care leaver who is still in need of support; and/or
- there are dependent vulnerable children.

12.2 A further Flexible Tenancy for a fixed term of 10 years will be granted. This is in order for the exceptional circumstances to be monitored and re-assessed.

12.3 The Council has granted all new tenants whose tenancy commences after 1 April 2012, additional contractual succession rights to family members above those set out in the Localism Act 2011. This will ensure that family members in the district will continue to be housed by the Council provided that they meet the requirements of the Policy.

12.4 The Council's Introductory Tenancy Scheme has been successful in reducing anti-social behaviour and neighbour nuisance and continues to allow the Council to ensure that unsuitable tenants do not cause difficulties to tenants with care and support needs.

12.5 The Council has a comprehensive Flexible (fixed-term) Tenancy review process which will take into account the needs of any tenants with care and support needs prior to any decision not to grant a further tenancy. In addition, the circumstances of tenants with care and support needs will be taken into account with any Introductory Tenancy review decisions.

12.6 A range of support is offered to tenants which are set out under the Tenancy Management section of this Tenancy Policy.

### **13. Equal Opportunities**

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

- eliminate unlawful discrimination, harassment and victimisation, and other conduct prohibited by the Act,
- advance equality of opportunity between people who share a protected characteristic and those who do not,
- foster good relations between people who share a protected characteristic and those who do not, including tackling prejudice and promoting understanding.

To this effect an Equalities Impact Assessment has been carried out and published alongside the publication of the Tenancy Policy 2022-2027

13.3 As an aid to ensuring that home seekers are not discriminated against on the grounds of their protected characteristics, the Council will monitor the protected characteristics of home seekers on the Housing Register and home seekers allocated housing.

13.4 The practices and procedures of the Housing and Property Service will be monitored by the appropriate Service Manager to ensure that they do not discriminate directly or indirectly.

### **14. Consultation on the Tenancy Policy**

14.1 The Council sent a copy of a draft version of this Tenancy Policy to all of the following interested parties giving them a reasonable opportunity to comment:

- Every private Registered Provider of social housing;
- Local Councils;
- The Tenants and Leaseholders Panel; and
- Partner Agencies with an interest in the management of the Council's housing stock.

### **15. Publishing the Tenancy Policy**

15.1 The final version of this Policy was sent to all those consulted above. It is also published on the Council's website at [www.eppingforestdc.gov.uk/housing](http://www.eppingforestdc.gov.uk/housing)

### **16. Reviewing the Tenancy Policy**

16.1 This Policy will be reviewed after 5 years of commencement. The review will be

undertaken by the Council's Stronger Communities Select Committee in consultation with the interested parties outlined in paragraph 14.1 above. It will then be agreed by the Council's Cabinet.

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## 17. Types of Tenancy - Overview

Tenancy type	Who can be offered	Property type	Length of tenancy
Introductory Tenancy	<p>Those who are not already a Secure (Lifetime) tenant with the Council or another Registered Provider.</p> <p>Applies to Flexible and Secure Tenancies.</p>	All properties	12 months (or 18 months where the term is extended due to minor breaches of tenancy conditions).
Secure (Lifetime) Tenancy Pre 1 <sup>st</sup> April 2012	Those who were either Council or Registered Providers' Lifetime tenants before 1st April 2012.	All properties	No limit on the length of tenancy.
Secure (Lifetime) Tenancy Post 1 <sup>st</sup> April 2012	<p>Those who have successfully completed an Introductory Tenancy in sheltered housing or grouped dwelling schemes.</p> <p>Under-occupiers who transfer to another council property with less bedrooms.</p>	<p>Sheltered housing or grouped dwelling schemes</p> <p>All properties</p>	No limit on the length of tenancy.
Secure (Lifetime) Tenancy New Tenancy for victims of domestic abuse	<p>Lifetime tenants who suffer domestic abuse will retain lifetime security if they are granted a new tenancy by a local authority for reasons connected with the abuse.</p> <p>This protection applies to victims who have a lifetime tenancy, or victims who have had a lifetime tenancy in the past and have fled their social home to escape domestic abuse.</p> <p>The protection also applies to victims of domestic abuse who have a joint lifetime tenancy and who wish to continue living in their home after the perpetrator has left.</p> <p>The provisions apply to lifetime tenants of local</p>	All properties	No limit to the length of tenancy.

	authorities and private registered providers of social housing.		
Secure Flexible (fixed-term) Tenancy	Those who are not already a pre 1st April 2012 Secure (Lifetime) tenant with the Council or another Registered Provider.	All properties	9 years plus introductory term of 12 months, making a total fixed-term of 10 years.

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Tenancy Policy 2022- 2027

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