Tenancy Policy

1. Introduction

1.1 This policy sets out for customers, staff and local authorities the range of tenancies that Clarion Housing Association (Clarion) may grant for each type of housing.

1.2 It is intended to give general guidance on the tenancies that will typically be offered for each type of housing, but given the range of properties that Clarion manages, the wide geographical area it operates in and the variations in local authority tenancy strategies and allocations policies, other options may be used where it is appropriate to do so.

2. Purpose, objectives

This policy aims to:

- provide clarity on the circumstances in which we will grant each type of tenancy
- offer tenancies which make the most efficient use of our housing stock and which are compatible with the purpose of the accommodation
- make the best use of our stock to increase the number of people we are able to house
- support tenants to remain in their home if their need for the size and type of property continues to exist when the tenancy is subject to review
- contribute to local authorities strategic housing function
- comply with the social housing regulator's Tenancy Standard (see section 9)

3. Scope

It applies to all Clarion rented accommodation including: general needs (social and affordable rent), Rent4Less, Intermediate rent products, retirement, supported, key worker and temporary housing.

The policy does not apply to market rent, shared ownership, non-Clarion properties where we act as the managing agent or properties for outright sale.

4. The Policy

4.1 Clarion will let the majority of its properties with an Assured periodic 'lifetime' tenancy. We aim to be responsive to the wide range of housing needs and demand, and be flexible in ensuring we make the best use of our homes, letting them as quickly as possible to those in housing need.

4.2 Where we have previously offered a fixed term tenancy, the usual period in general needs properties for the initial let is six years, including a probationary period of 18 months. The tenancy will be reviewed at 12 months and the probationary period will only continue to 18 months if there have been breaches of the tenancy terms and conditions. Provided the conditions of the tenancy have been kept, at the end of the probationary period the tenancy will continue for the remainder of the 6 years. The rent will be reviewed annually.

4.3 We expect tenants to honour their tenancy obligations, pay the rent, look after the property and respect their neighbours. If at the end of the fixed term a tenant has met their obligations and their financial, family and social circumstances have not significantly changed, we would expect to offer an Assured periodic 'lifetime' tenancy. Details of how we will conduct this assessment and the

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reasons we may not offer a further tenancy are set out in Clarion's Fixed Term Tenancy Review Policy.

4.4 In some circumstances where we'd normally have offered a fixed term tenancy, a shorter term of no less than 2 years may have been used where it would be more appropriate to do so; for example where a property is part of a scheme earmarked for early regeneration; where the applicant has limits to their leave to remain in the UK and/or their right to rent; where there are questions about the long term suitability of the property for the tenants needs, for example at the end of fixed term tenancy review where no suitable alternative property is available at the time but is likely to become available or where the tenant is still repaying rent arrears; where tenancies are re-granted through mutual exchange and the tenant has fewer than two years remaining on their tenancy.

4.5 We will comply with the regulatory requirement to maintain the security of tenure of existing tenants with a lifetime tenancy and a social rent who transfer to another social rent home, by offering another lifetime tenancy.

4.6 Tenants who are required to move by Clarion and are permanently decanted will not lose their security of tenure.

4.7 Where pre-existing contractual arrangements are in place that affects the tenancy type that can be offered (for example under section 106 agreements, conditions of grant funding, or as part of stock transfer promises) this will take precedence over the commitments given in this policy, unless variations are agreed with the relevant local authority or partner to the contract. Variations may also occur as part of Local Lettings Plans agreed with the local authority to address local housing market issues.

5. Tenancy Type by Rental Product

The tenancy type to be offered for each type of housing is set out below. Where Clarion decides to discontinue, dispose of or redevelop any type of housing the appropriate notices and grounds for possession will be given to bring the tenancies to an end. A description of each tenancy type that Clarion may offer is set out in Appendix 1 to this policy.

5.1 General Needs

5.1.1 For new tenants in general needs housing we will offer a periodic Assured Tenancy.

Transferring tenants to social rent general needs properties

5.1.2 Existing housing association and local authority tenants with Assured 'lifetime' tenancies who transfer to a general needs **social rent** property will be offered a periodic Assured tenancy (with the exception of existing Clarion Secure tenants who will be offered a Secure tenancy).

5.1.3 Existing housing association and local authority tenants who have a fixed term or fixed term 'flexible tenancies' will be offered a periodic Assured 'lifetime' tenancy.

5.1.4 Those transferring to retirement housing will be offered a periodic Assured tenancy.

5.1.5 Those with protected rights (i.e. former LSVT tenants) will have their preserved rights maintained.

Transferring tenants to affordable rent properties

5.1.6 Existing housing association and local authority tenants who transfer to a Clarion **affordable rent** general needs property will be offered an Assured tenancy.

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5.2 Older People's Housing
For older people's housing including Livesmart schemes, we will offer a standard Assured (non shorthold) Tenancy Existing housing association and local authority tenants who transfer to a Clarion retirement property will be offered an Assured (non-short hold) tenancy.

5.3 Extra Care Housing
Where Clarion provides extra care housing in partnership with specialist care agencies providing personal care, we will normally offer an Assured tenancy for a single occupant and for couples where both tenants have extra care needs. Where only one person in a couple requires the extra care or there are concerns about future requirements for the service, we will at our discretion offer an Assured Shorthold Tenancy. This will continue indefinitely providing that the tenant(s) require the level of care provided, the funding for the service is available and the tenancy conditions are maintained. We do not let extra care to residents under 55 years old – this also applies to any partner, as both must be over 55 to be eligible for extra care.

5.4 Supported Housing
For supported accommodation where it is intended for use for a limited period of time while the tenant has support needs, we will use an Assured Shorthold Tenancy or a licence where it is intended as short term, specialist supported accommodation.

5.5 Rent4Less
Any existing Rent4Less properties will be converted to an affordable property once the current tenant leaves/ the property goes void, and we will offer a periodic Assured tenancy.

5.6 Key Worker Accommodation
For those who qualify for key worker accommodation, we will usually offer a periodic Assured Short hold Tenancy unless the contract or nomination agreement with the NHS stipulates otherwise. A deposit of 4 weeks rent is required.

5.7 Intermediate rent e.g. rent to home buy
For intermediate rent properties, once satisfactory credit checks and references are obtained and a 4 week deposit has been paid, we will offer an Assured Short hold Tenancy (AST) for up to two years unless any pre-existing contractual agreements require anything different (for example conditions of grant funding) as this will take precedence. Where the product type is intended to assist residents to move on to other products such as shared or home ownership, we will usually expect the tenant to purchase a property or move homes.

5.8 Properties subject to Regeneration Plans
We will use a periodic Assured Shorthold Tenancy for an initial period of two years where a scheme has been earmarked for regeneration. The use of shorter tenancies for such schemes will need to be approved by the Regional Director.

5.9 Properties used for temporarily Decanting Tenants
If we are required to decant a Clarion tenant on a temporary basis to fulfil our landlord obligations we will use a Temporary Tenancy that does not provide any security of tenure. The tenant will retain their main tenancy and rent will be charged at their principal address.

5.10 Temporary Accommodation for Homeless Households
Where we house people referred by a local authority pending enquiries into their homelessness application under the Housing Act 1996, we will use a contractual (non-assured) tenancy if the local authority has not determined whether they have a duty under the Act. This will be converted to a periodic AST at 12 months after the tenancy start date or at the date the duty is determined. If the local authority duty has been determined at the time of sign up, we will offer a periodic AST which will continue until permanent rehousing is found.

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5.11 Special Projects

Where we directly let properties for projects such as rough sleepers, we will offer a periodic non assured (contractual) tenancy, or where the intention is only to allow occupation on a short term basis of less than 6 months we will use a licence e.g. some very specialist short term accommodation including supported housing, homeless hostels and refuge accommodation, or where supported housing is not self-contained.

5.12 Non-Residential Property

For properties such as garages we will use a Licence agreement to allow occupation without any security of tenure. For community halls available for hire we may use a hirer's agreement, licence or lease depending on the length of the agreement, the intended use and the type of property.

6. Minors (16 and 17 year olds)

Clarion will house 16 or 17 year olds where they have a guarantor who can ensure that rent can be fully paid and who is able to sign a periodic Assured Shorthold Tenancy on behalf of the minor until they turn 18 years of age. At that point the tenancy will be reviewed and a new tenancy may be offered in line with this policy.

7. Appeals

If a tenant believes that they have not been offered or granted the correct type or length of tenancy as outlined in this Tenancy Policy, they can make an appeal for the decision to be reviewed. The appeal must be in writing (email or letter). Information on appeals will be provided to tenants at the beginning of their tenancy, where a further tenancy is being offered, or the tenancy is being terminated at the end of the fixed term. Where a tenancy has started, any request to review the type of tenancy awarded should be made within 3 months of the tenancy start date.

A tenant may appeal against:

- the type of tenancy being offered
- the length of fixed term being offered
- a decision not to grant another tenancy on the expiry of the fixed term

All appeals will be decided within 14 days.

7.1 Appeals against the Type or Length of Tenancy

These appeals will be considered by a Regional Housing Lead who was not involved in the original decision. The review will consider the tenants' representations, the application documentation, any applicable nomination agreement and a review of the CRM process to establish why that type and/or length of tenancy was offered. If they find that the tenancy offered is in breach of this Tenancy Policy the appeal will be upheld and a new tenancy will be granted.

7.2 Appeals against ending Fixed-term Tenancies

At least 6 months before the end of a fixed term tenancy, the tenant(s) will be served a 'minded to' notice if Clarion is considering not offering a further tenancy at the end of the fixed term period, and they will be informed of their right to appeal. A Notice of Requiring Possession (a section 21 notice) will also be served 2 months before the end of the fixed term. Any tenant who has been informed that their tenancy is to be terminated and a further tenancy is not being offered, can appeal against that decision. See the End of Fixed Term Tenancy Reviews Policy for the appeal process details.

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8. Key Legislation

- The Housing Act 1988 (as amended) – stipulates the tenancies that Housing Associations can offer and the notice required from tenants who are offered another tenancy with less security of tenure e.g. from an Assured to an Assured short hold fixed term.
- The Localism Act 2011 – relates to the rights of Secure tenants transferring to another property.
- The Welfare Reform and Work Act 2016 sets out the definitions for each type of housing.

9. Monitoring and Compliance

This policy complies with the regulatory requirements of the social housing regulator's Tenancy Standard by setting out:

- the length of terms for existing fixed term tenancies
- any circumstance in which we would have granted a tenancy of less than 5 years in general needs housing following any probationary period
- the circumstances in which we may or may not grant another fixed term tenancy in the same or another property
- how we will take account of the needs of vulnerable household
- how the tenant/ prospective tenant can appeal against the type of tenancy offered, the
- length of the fixed term offered and/or the decision not to grant another tenancy on the expiry of the fixed term

Aspects of the Tenancy Standard that relate to circumstances in which a fixed term tenancy will not be renewed are addressed in more detail in Clarion's Fixed Term Tenancy Reviews Policy.

Compliance with this Tenancy Policy will be monitored by random reviews by Available Homes Managers of offer letters, and by periodic internal audit.

Associated documents

This policy relates to the Lettings and Allocations entities and process flows where the correct tenancy type should be selected for marketing and letting a property based on this policy.

The following Clarion Housing policies and procedures relate to the Tenancy Policy as they may involve the offer, review and/or ending of a tenancy:

- Allocations Policy
- Available Homes Procedures
- Starter Tenancy Review Policy and Procedure
- End of Fixed term Tenancy Policy and Procedure
- Succession Policy and Procedure
- Changes to Tenancy and Assignment Policy and Procedure
- Mutual Exchange Policy & Procedure
- Tenancy Management Policy
- Taking Legal Action Policy
- Antisocial Behaviour Policy

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APPENDIX ONE: Tenancy Types

Tenancy Type	When it is Used	Review/Termination by Landlord
Periodic Assured Tenancy		
These are usually monthly tenancies often referred to as 'lifetime' tenancies. Some existing tenants who transferred from a local authority under a large scale voluntary transfer arrangement (LSVT) have an Assured Tenancy with preserved rights (sometimes referred to as Protected Assured), which gives similar rights to their former Secure tenancy.	As from 1 April 2025 General Needs and older persons accommodation will be offered an Assured Periodic Tenancy. We will use a periodic Assured Shorthold Tenancy for an initial period of two years where a scheme has been earmarked for regeneration. The use of shorter tenancies for such schemes will need to be approved by the Regional Director. Discretionary use: We will consider granting an Assured sole tenancy to a joint Assured tenant who has been a victim of domestic abuse and the other joint tenant has served NTQ on the Association without the other tenant's consent, agreement or knowledge. There must be Police confirmation of the domestic abuse and Head of Housing/Operations approval is required. LA consent may also be required where they have 100% nomination rights.	The tenancy can only be brought to an end on the grounds specified in Schedule 2 of the Housing Act 1988(as amended) after serving a valid **Notice of Seeking Possession** and securing a valid outright possession order from a court. Clarion may use the mandatory grounds for possession for rent arrears and certain criminal ASB. Protected Assured tenancies can be ended in the same way as Assured tenants, taking into consideration contractual details of the tenancy agreement e.g. the mandatory Ground 8 cannot be used on some stock transfer tenancies T
Starter Tenancy		
These are a form of assured short hold tenancy that Clarion will use for an initial 12-month period. They can be extended up to 18 months where there have been breaches of tenancy.	As from 1 April 2025, Starter Tenancies will no longer be offered. These were previously for older people's housing including Livesmart schemes.	They may be ended by serving a valid **Notice Requiring Possession** (s.21 HA 1988) with two months' notice of intention to terminate This is mandatory possession and not at the discretion of the court. **Or** **Notice of Seeking Possession** Housing Act 1988 (amended) Sch. 2 Grounds for Possession. If the tenancy is not ended by the serving of the relevant notice towards the end of the probationary period, it will be converted to an Assured (non-short hold) tenancy.
6 year Fixed Term Tenancy		
These are a form of assured tenancy and include a probationary period.	As from 1 April 2025, FTTs will no longer be offered. These were previously used for general needs lets in properties with 3 or more bedrooms to new tenants unless	During the probationary period, the tenancy break clause can be invoked by serving a **Break Notice** that effectively ends the fixed term and the tenancy reverts to a periodic AST that

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	there was a local letting plan or agreement to use a periodic Assured tenancy. Existing Rent4Less tenants have been issued these but all new Rent4Less tenants will now be issued Assured periodic tenancies.	can then be brought to an end by serving a **Notice Requiring Possession (s21)**. Once a break notice has been served the fixed term cannot be reinstated. Once the probationary period has been completed, a **Notice of Seeking Possession** Housing Act 1988 (amended) Sch. 2 Grounds for Possession (except Grounds 6 & 9) can be used during the tenancy. At end of tenancy review, a **'Minded to' Notice** at six months and **Notice Requiring Possession (s21)** at two months before end of the fixed term.
5 year Fixed Term Tenancy		
These are a form of Assured tenancy.	As from 1 April 2025, FTTs will no longer be offered. These were previously used for i) tenants of Clarion or other social landlord tenants with a current fixed term tenancy transferring to a property with 3 bedrooms or more ii) for existing tenants of Clarion or other social landlord tenants who are transferring or exchanging to an Affordable Rent property with 3 or more bedrooms iii) at the end of a fixed term where a further tenancy is to be offered in a property with 3 or more bedrooms iv) for mutual exchanges where at least one party has a fixed term tenancy.	A **Notice of Seeking Possession** Housing Act 1988 (amended) Sch. 2 Grounds for Possession (except Grounds 6 & 9) can be used during the tenancy. At end of tenancy review, a **'Minded to' Notice** at six months and **Notice Requiring Possession (s21)** at two months before end of the fixed term.
2 year Fixed Term Tenancy		
These are a form of Assured Tenancy.	As from 1 April 2025, FTTs will no longer be offered. These were previously used only in exceptional circumstances where a shorter term was more appropriate e.g. for a property earmarked for early regeneration or disposal; where there are questions about the property's long term suitability for the tenant's needs; or following an end of 5 or 6 year tenancy review to allow for alternative housing to be identified or rent arrears to be repaid.	**Notice of Seeking Possession** Housing Act 1988 (amended) Sch. 2 Grounds for Possession (except for Grounds 6 & 9) **'Minded to' Notice** at six months **and Notice Requiring Possession (s21)** at two months before end of the fixed term.
Secure Tenancy		
These are older lifetime tenancies most commonly used by Councils before the introduction of flexible tenancies in 2012 but also relate to housing association	We will not grant new Secure tenancies unless an existing tenant is legally entitled to a further Secure tenancy e.g. existing Secure Clarion tenants	The tenancy can only be brought to an end on the grounds specified in Sch. 2 of the Housing Act 1985 (as amended) after serving a valid **Notice of Seeking Possession** and securing

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lettings before 15th January 1989.	transferring to a new home within Clarion Housing.	a valid outright possession order from a court. The mandatory Ground 8 cannot be used on Secure tenancies.
Assured Short hold Tenancy		
Known as ASTs. These are offered as monthly tenancies that do not have a fixed term but are 'periodic' i.e. they run month to month until they are brought to an end. A fixed term tenancy that has been brought to an end by a valid Break Notice, or at the end of the fixed term if another tenancy is not issued, will by law become an Assured Short hold tenancy.	Used for intermediate rent and key worker properties; properties approved for disposal to let on a short term basis; some specialist supported or extra care housing to better manage residents' changing care and support needs; guarantors for minors, and for some temporary homelessness accommodation.	They can be brought to an end only after the initial 6 months by serving a valid **Notice Requiring Possession** (s.21 HA 1988) with two months' notice of intention to terminate **or** at any point from the start of the tenancy if there are breaches of tenancy, by serving a **Notice of Seeking Possession** Housing Act 1988 (amended) Sch. 2 Grounds for Possession and obtaining a Possession Order from the court.
Temporary Tenancy		
These are short term contractual agreements that do not provide any security of tenure but allow occupation for a specific purpose.	Used for very specific purposes such as temporarily decanting a tenant from their usual home to another property.	They can be brought to an end by serving a valid **Notice Requiring Possession** (s.21 HA 1988)
Licence/Excluded Licence		
An agreement to allow occupation without exclusive possession but which is self-contained (the licensee has use of their own bathroom and cooking facilities). An Excluded Licence is where the licensee shares facilities e.g. in a hostel or for non-residential properties such as a garage.	Used where the intention is only to allow occupation on a temporary basis e.g. some very specialist short term accommodation including some supported housing, homeless hostels and refuge accommodation, and where supported housing is not self-contained; or for non-residential accommodation such as garages.	Licences can be brought to an end by serving a Notice to Quit (in the prescribed form) giving 28 days' notice to the licensee. If a licensee does not vacate the accommodation when the notice expires, a valid possession order must be obtained from the court. For Excluded licences, a Notice to Quit (NTQ) is not a legal requirement and the licensee can be excluded from the property without a court order, but the landlords' notice period must be *reasonable*. Clarion will normally serve NTQs of not less than 7 days unless there is a risk of violence or security when a Head of Service can authorise notice of less than 7 days.
Non–assured Tenancy		
These are tenancies provided under an arrangement with a local authority in respect to the discharge of the local Authority's interim duties to persons applying to it as	Only used for homeless persons temporary accommodation.	They can be brought to an end with a NTQ without having to rely on any statutory grounds for possession, but the NTQ must be served within 12 months of the resident being notified that the local authority has accepted it

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homeless as per s209 of the Housing Act 1996.		has a duty to provide temporary accommodation.

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