1. **Purpose and Scope**

1.1. This policy sets out for customers, staff and local authorities the range of tenancies that Clarion Housing Association Limited may grant for each type of housing. It applies to all Clarion Housing rented accommodation including: general needs (social and affordable rent), Rent4Less/Intermediate, retirement, supported and key worker.

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 Housing 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.

1.3. The policy does not apply to market rent, shared ownership, and properties for outright sale.

2. **Policy Objectives**

2.1. 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 regulators Tenancy Standard (see section 8)

3. **Policy Statement**

3.1. Clarion Housing intends to let the majority of its properties on fixed term tenancies as these allow us to be more flexible and responsive to the wide range of housing needs and demand, and we will work with tenants to explore the most suitable housing options if their household circumstances change.
3.2. The usual period for fixed term tenancies in general needs properties 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 they 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.

3.3. In some circumstances a shorter term of not less than 2 years may be 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.

3.4. 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. Tenants with a 'lifetime' tenancy who chose to move to an affordable rent property will be offered a 5-year fixed term tenancy, unless they have chosen to move to a smaller property as a result of the loss of the spare room subsidy. In those circumstances we will offer an Assured (non short-hold) tenancy. Tenants who are required to move by Clarion Housing and are permanently decanted will not lose their security of tenure.

3.5. 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 a further fixed term tenancy of 5 years. There is no limit to the number of times a further fixed term tenancy can be offered. Details of how we will conduct this assessment and the reasons we may not offer a further tenancy are set out in Clarion Housing’s End of Fixed Term Tenancy Review Policy.

3.6. Where pre-existing contractual arrangements are in place that affect the tenancy type that can be offered (for example under section 106 agreements 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 housing market issues particular to the area.
4. **Tenancy Type by Rental Product**

The tenancy type to be offered for each type of housing is set out below. Where Clarion Housing 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 Housing may offer is set out in Appendix 1 to this policy.

4.1. **General Needs (Social Rent)**

4.1.1. For new tenants in general needs housing with a social rent we will offer a 6-year fixed term Assured Short hold Tenancy that includes a probationary period that can run up to a maximum of 18 months, unless the tenant is 65 years old or over and it is clear that their economic circumstances are unlikely to change. In these circumstances a separate starter tenancy that will convert to an Assured tenancy will be used.

4.1.2. Existing housing association and local authority tenants with ‘lifetime’ tenancies who transfer to a Clarion Housing general needs social rent property will be offered Assured (non-short hold) tenancies (with the exception of existing Clarion Housing Secure tenants who will be offered a Secure tenancy). They will not be required to undergo a probationary year, unless they are still within their probationary period at the time of the nomination. Those with protected rights (i.e. former LSVT tenants) will have their preserved rights maintained. Where at the end of a 5 or 6 year tenancy alternative suitable accommodation is not available or the tenant is maintaining a repayment arrangement for rent arrears, a 2 year tenancy may be considered in accordance with the End of Fixed Term Tenancy Policy and procedure.

4.2. **General Needs (Affordable Rent)**

4.2.1. For new tenants in general needs housing with an Affordable Rent we will offer a 6-year fixed term Assured Short hold Tenancy (AST) that includes a probationary period that can run up to a maximum of 18 months. Clarion Housing will rebase the rent based on the market rental values at the time of each re-let.

4.2.2. Existing housing association and local authority tenants who transfer to a Clarion Housing affordable rent general needs property will be offered a 5 year fixed term tenancy and will not be required to undergo another probationary year, unless they are still within their probationary period at the time of the nomination. Clarion Housing’s offer of housing in such circumstances will be conditional on the tenant serving a form 8 notice as required under schedule 2a (paragraph & (2)) of the Housing Act 1988 to confirm that they accept the change in the tenancy type.
4.2.3. The exceptions to the above are where a tenant with a ‘lifetime’ tenancy has chosen to move to a property with fewer bedrooms as a result of the loss of the spare room subsidy. In these circumstances Clarion Housing will offer an Assured (non-short hold) tenancy. Where at the end of a 5 or 6 year tenancy alternative suitable accommodation is not available or the tenant is maintaining a repayment arrangement for rent arrears, a 2 year tenancy may be considered in accordance with the End of Fixed Term Tenancy Policy and procedure.

4.3. Retirement Housing

4.3.1. For retirement housing, we will offer a 12-month Starter Tenancy in the first instance, with the option of extending it up to a maximum of 18 months in accordance with Clarion Housing’s Starter Tenancy Procedures. Following a successful probationary period, the tenancy will convert to an Assured (non-short hold) Tenancy.

4.3.2. Existing housing association and local authority tenants who transfer to a Clarion Housing retirement property will not be required to have another probationary year and will be offered an Assured (non-short hold) tenancy.

4.4. Extra Care Housing

4.4.1. Where Clarion Housing provides extra care housing, either directly or 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.

4.5. Supported Housing

4.5.1. For supported accommodation where it is intended for use for a limited period of time while the tenant has support needs, we will use a periodic assured short hold tenancy or a licence where it is intended as short term, specialist supported accommodation.

4.6. Rent4Less (Intermediate Rents)

4.6.1. For Rent4Less and other intermediate rent properties, once satisfactory credit checks and references are obtained and a 4 week deposit has been paid, we will offer a 6-year fixed term assured short hold tenancy that includes a probationary period of 18 months that will be reviewed at 12 months. It will only continue to 18 months if there have been breaches of tenancy.
4.7. **Key Worker Accommodation**

4.7.1. For those who qualify for key worker accommodation, we will offer a periodic Assured Short hold Tenancy. A deposit of 4 weeks rent is required.

4.8. **Properties subject to Regeneration Plans**

4.8.1. We will use a periodic Assured Short hold 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 of Operations.

4.9. **Properties used for Temporarily Decanting Tenants**

4.9.1. If we are required to decant a Clarion Housing 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.

4.10. **Temporary Accommodation for Homeless Households**

4.10.1. 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.

4.11. **Special Projects**

4.11.1. 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 temporary basis for 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.

4.12. **Non Residential Property**

4.12.1. 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.

5. **Vulnerable Tenants**

For tenants in general needs housing who are particularly vulnerable, we are committed to ensuring that they can remain as Clarion Housing tenants providing there are no serious breaches of tenancy. We will still offer a 6 year fixed term tenancy but if at the review it is determined that they are no longer able to sustain a general needs property, or it is too large or adapted and they no longer have a need for such a property, we may rehouse them in something more suitable depending on the level of any unmet demand for that type of property; the age and vulnerability of the tenant and the availability of suitable alternative accommodation.

5.1. **Minors (16 and 17 year olds)**

5.1.1. Clarion Housing will house minors of 16 or 17 years of age 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.

6. **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.
6.1. **Appeals against the Type or Length of Tenancy**

6.1.1. These appeals will be considered by a Head of Lettings or Head of Operations/Housing who wasn't involved in the original decision. The review will consider the tenants’ representations, the application documentation, any applicable nomination agreement and a written response from the Lettings Team Manager detailing 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.

6.2. **Appeals against ending Fixed-term Tenancies**

6.2.1. At least 6 months before the end of the fixed term tenancy, the tenant(s) will be served a ‘minded to’ notice if Clarion Housing is considering not intending to offer 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.

7. **Key Legislation**

7.1. The Housing Act 1988 – 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.

7.2. The Localism Act 2011 – relates to the rights of Secure tenants transferring to another property.

8. **Compliance**

8.1. This policy complies with the regulatory requirements of the social housing regulators Tenancy Standard by setting out:

- the length of terms for fixed term tenancies
- any circumstance in which we would grant 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 households
• 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

8.2. 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 Housing’s Fixed Term Tenancy Reviews Policy.

8.3. Compliance with this Tenancy Policy will be monitored by random peer reviews of offer letters and periodic internal audit. Decisions to end fixed term tenancies will be reported on quarterly and reviewed by Heads of Housing/ Heads of Operations.


9.1. 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.
### APPENDIX ONE: Tenancy Types

<table>
<thead>
<tr>
<th>Tenancy Type</th>
<th>When it is Used</th>
<th>Review/Termination by Landlord</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Starter Tenancy</strong></td>
<td>For all lets to retirement housing and for tenants of retirement age in general needs housing whose income is unlikely to change.</td>
<td>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.</td>
</tr>
<tr>
<td><strong>6 year Fixed Term Tenancy</strong></td>
<td>Used for general needs lets to new tenants.</td>
<td>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 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 &amp; 9) can be used during the tenancy. At end of tenancy review, a</td>
</tr>
<tr>
<td>Tenancy Type</td>
<td>Details</td>
<td>Notices Required</td>
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</tr>
<tr>
<td>5 year Fixed Term Tenancy</td>
<td>These are a form of assured short hold tenancies (AST). Used for i) transferring tenants of Clarion Housing or other social landlord tenants with a fixed term tenancy ii) for existing tenants of Clarion Housing or other social landlord tenants who are transferring or exchanging to an Affordable Rent property unless a current tenant is downsizing, iii) at the end of a fixed term where a further tenancy is to be offered, iv) for mutual exchanges where at least one party has a fixed term tenancy.</td>
<td>‘Minded to’ Notice at six months and Notice Requiring Possession (s21) at two months before end of the fixed term.</td>
</tr>
<tr>
<td>2 year Fixed Term Tenancy</td>
<td>These are a form of assured short hold tenancies (AST). Used only in exceptional circumstances where it a shorter term is more appropriate e.g. for a property earmarked for early regeneration; where there are questions about the property’s long term suitability for the tenant’s needs; as part of a mutual exchange where the tenant has less than two years remaining on their current tenancy at the point of exchange; 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.</td>
<td>Notice of Seeking Possession Housing Act 1988 (amended) Sch. 2 Grounds for Possession (except for Grounds 6 &amp; 9) ‘Minded to’ Notice at six months and Notice Requiring Possession (s21) at two months before end of the fixed term.</td>
</tr>
<tr>
<td>Assured (non-short hold) Tenancy</td>
<td>Known as Assured</td>
<td>The tenancy can only be...</td>
</tr>
</tbody>
</table>
Tenancy Policy January 2018

<table>
<thead>
<tr>
<th>Tenants. These are either weekly or monthly tenancies that have no fixed term, so are often referred to as ‘lifetime’ tenancies.</th>
<th>of Clarion Housing or another social landlord who has an Assured tenancy is transferring to another social rent property (if it is to an Affordable Rent property a 5 year fixed term will be offered); ii) for a current tenant whose Assured tenancy started before 1 April 2012 who is exchanging with another tenant with a fixed term tenancy; iii) for transferring tenants to retirement housing.</th>
<th>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 Housing may use the mandatory grounds for possession for rent arrears and certain criminal ASB.</th>
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<tbody>
<tr>
<td>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.</td>
<td>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.</td>
<td>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.</td>
</tr>
</tbody>
</table>

**Secure Tenancy**

<p>| These are older lifetime tenancies most commonly used by Councils before the introduction of flexible tenancies in 2012 but also relate to housing association lettings before 15th January 1989. | We will not grant new Secure tenancies unless an existing tenant is legally entitled to a further Secure tenancy e.g. existing Secure Clarion Housing tenants transferring to a new home within Clarion Housing. | 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 a valid outright possession order from a court. The mandatory Ground 8 cannot be used on Secure tenancies. |</p>
<table>
<thead>
<tr>
<th>Assured Short hold Tenancy</th>
<th>Temporary Tenancy</th>
<th>Licence/Excluded Licence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Known as ASTs. These are weekly or monthly tenancies that do not have a fixed term but are ‘periodic’ i.e. they run week to week or 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, the tenancy will by law become an Assured Short hold tenancy.</td>
<td>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.</td>
<td>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.</td>
</tr>
<tr>
<td>Used for key worker and market rent properties; properties approved for regeneration or possible disposal to let on a short term basis; some specialist supported housing to better manage residents’ changing care and support needs.</td>
<td>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.</td>
<td>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,</td>
</tr>
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but the notice period must be *reasonable*. Clarion Housing 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.

<table>
<thead>
<tr>
<th>Non-assured Tenancy</th>
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<tbody>
<tr>
<td>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 homeless as per s209 of the Housing Act 1996.</td>
<td>Only used for homeless persons temporary accommodation.</td>
</tr>
<tr>
<td>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 has a duty to provide temporary accommodation.</td>
<td></td>
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</tbody>
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