TENANCY POLICY

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DOCUMENTATION MASTER SHEET

Amendments to this Document are Detailed Below.

Version Number	Date Amended	Comments	Date Approved	Author	Approved By
01	21/06/16	1st draft	06/07/16	LH	Board
02	10/10/18	To include Rent to Buy Tenure and Fixed Term Tenancy use	08/11/18	LN/JH	Tenant Panel
03	Dec 21	Planned review, minor changes	10/02/2022	NB	Tenant Panel
04	January 2025	Scheduled review	03/04/2025	NB	SLT
05	April 2026	Amended to include market rent & remove Rent to Buy & changes to starter tenancies	July 2026	NB	SLT
06					
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OVERALL AIM/INTRODUCTION

A Tenancy Policy must be published by all Registered Providers that sets out the range of tenancy options available.

The policy meets the requirements of the Localism Act (2011) and the requirements of the Regulator for Registered Providers to have a Tenancy Policy and has been developed taking into account the Tenancy Strategies of Gloucester City Council, Tewkesbury Borough Council, Cheltenham Borough Council and Stroud District Council.

SCOPE OF POLICY

This policy will outline GCH's position on:

(a) The kinds of tenancies we grant;
(b) The circumstances in which we will grant a tenancy of a particular kind;
(c) Where we grant tenancies for a certain term, the lengths of the terms; and the circumstances in which we will grant a further tenancy on the coming to an end of an existing tenancy.

LEGAL AND REGULATORY EXPECTATIONS

The requirement that social landlords publish a tenancy policy is regulatory rather than legal. It is set out in the revised tenancy standard which took effect from April 2012 and contains the following required outcome:

> "Registered providers shall issue tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of the individual households, the sustainability of the community and the efficient use of their housing stock"

In addition it also sets the following expectation that registered providers will identify within their policy:

- The kind of tenancies they will grant.
- Where they grant tenancies for a fixed term and the length of those terms.
- The circumstances in which they will grant tenancies of a particular type.
- Any exceptional circumstances in which they will grant tenancies for a term less than five years in general needs housing following the probationary period.

- The circumstances in which they may or may not grant another tenancy on expiry of a fixed term in the same or different property.
- The way in which a tenant or prospective tenant may appeal against or complain about the length of fixed term tenancy offered and the type of tenancy offered, and the decision not to grant another tenancy on the expiry of the fixed term.
- Their policy in taking into account the needs of those households who are vulnerable by reason of age, disability or illness and households with children including through the provision of tenancies which provide a reasonable degree of stability.
- The advice and assistance they will give to tenants on finding alternative accommodation they will give in the event that they decide not to grant another tenancy.
- Their policy of granting discretionary succession rights, taking into account the needs of vulnerable household members.

SERVICE STANDARDS

TENANCY TYPES

We offer a variety of products to existing and prospective customers:

- Assured tenancy
- Enhanced assured tenancy
- Starter tenancy
- Licence Agreement
- Assured Shorthold Tenancy
- Lease Agreement

Our Tenancy Policy allows for the flexibility to decide on the type of tenancy to be offered including the option to offer lifetime tenancies. The use of this flexibility will ensure that for those who need it, they will receive help and support with the aim of building strong and cohesive communities.

Existing tenants will remain protected if they transfer, exchange or are decanted to alternative accommodation. Protection does not include rent levels that are charged.

Tenancy type	Customer who will be offered this	Length of Tenancy

Assured Tenancy	Existing customers of Gloucester City Homes New customers to GCH after 1 July 2026 Housing First customers Market Rent customers	Until ended by the customer or the landlord obtains a court order.
Enhanced Assured Tenancy	Customers who transferred from Gloucester City Council on 16th March 2015	Until ended by the customer or the landlord obtains a court order.
Starter Tenancy	New customers to Gloucester City Homes prior to 1 July 2026	12 months with the option to extend for a further 6 months
Licence Agreement	Customers who are in GCH's homeless accommodation	Daily
Assured Short-hold Tenancy	Customers in the Next Step Accommodation Programme (NSAP) prior to October 2025	6 months
Lease Agreement	Shared Owners. Customers who have purchased properties without the freehold.	Will be dependent on the terms of the lease.

SUCCESSION

The Localism Act 2011 also introduces additional optional succession rights. Succession is where a tenant has died and there is a spouse or partner living in the property who wants to take over the tenancy. GCH will grant any tenancy succession in line with the tenant's statutory rights. Any additional discretionary successions or possession claims will be managed in line with our Succession Policy.

RENT SETTING

The rents for each tenancy type will be set in accordance with our Rent setting policy and in all cases rents will be reviewed annually, in line with the specific terms of the individual tenancy agreements.

The use of "Affordable Rent" will only apply as part of an agreed contract between GCH and the Homes & Communities Agency to new properties built under an Affordable Homes Programme together with any agreed percentage of re-lets that are converted to an agreed affordable rent level.

- Affordable rent levels will be set at no more than 80% of the gross market rent for an equivalent property for the size and location and the rent shall be inclusive of service charges (as appropriate)

- The affordable rents will not be higher than the relevant Local Housing Allowance maximum amounts set for eligibility for Housing Benefit on an initial let, unless it is specified within the Section 106 agreement. Upon re-let we will let at 80% of the gross annual rent.

- GCH will use a valuation of market rent in accordance with a RICS recognised method.

Market Rent

Rents will be set at the market rent for the property. Rents will be reviewed in accordance with Section 13 of the Housing Act 1988 to ensure they reflect current market rents. The rent will be reviewed annually on the anniversary of the tenancy start date. This process will be coordinated by GCH's Finance team and Income Team.

MUTUAL EXCHANGES

Enhanced assured and assured customers of GCH have the right to mutual exchange their tenancy with any other tenant of either a housing association or local authority. GCH subscribe to Homeswapper, an online service and will signpost and assist customers to register there is they are seeking an exchange. This service is free to GCH customers.

Exchanges must be by agreement of the landlords involved and by way of assignment. Following the Localism Act 2011 and the introduction of fixed term tenancies, Assured Tenants who have held their tenancy since before April 2012 can exchange with a tenant on a fixed term tenancy. Each party will retain the security of tenure that they enjoyed before the exchange.

The exchange will be completed by surrender and re-grant of tenancy.

Secure or assured tenancies granted after April 2012 are not protected by section 158 of the Localism Act and therefore the exchange will be completed by deed of assignment and they would lose their security of tenure if they exchanged with a fixed term tenant.

At present GCH do not offer fixed term tenancies. Therefore, should a Fixed Term Tenant with a tenancy which commenced prior to April 2012 exchange with a GCH Assured/Enhanced Assured Tenancy we would grant them an Assured Tenancy.

REVIEWING THE TENANCY

STARTER TENANCY

At the end of the initial 12-month term there are 3 options:

1. If the tenancy has been conducted satisfactorily then an assured tenancy will be given

2. If the tenancy has not been conducted satisfactorily but the customer is working to improve the situation e.g. an agreement to clear rent arrears or managing anti-social behaviour, then the tenancy can be extended for 6 months
3. The tenancy may be ended by serving a section 21 notice giving at least 2 months' notice and if necessary, taking possession proceedings through the county court

A customer may appeal against the ending of their tenancy by lodging an appeal within 14 days of the notification that their tenancy is being ended. The appeal will be reviewed by a Senior Manager. The options available following the appeal are:

- Uphold the Section 21 notice and recover possession of the property
- Uphold the appeal and offer the customer an assured tenancy
- Offer a 6-month extension to the tenancy if it has not already been extended

ASSURED SHORT-HOLD TENANCY (NON- STARTER)

If the tenancy has been conducted satisfactorily then an Assured Shorthold Tenancy will lapse into a periodic tenancy and will not automatically end at the end of the initial term.

If the tenancy has not been conducted satisfactorily then the tenancy may be ended by serving a section 21 notice giving at least 2 months' notice and if necessary, taking possession proceedings through the county court.

A customer may appeal against the ending of their tenancy by lodging an appeal within 14 days of the notification that their tenancy is being ended. The appeal will be reviewed by a Senior Manager. The options available following the appeal are:

- Uphold the Section 21 notice and recover possession of the property
- Uphold the appeal and offer the customer an assured tenancy

CONSULTATION

The Homes & Neighbourhood Team, Homeless Team, Income and Sustainment Team and Leasehold team have reviewed this policy. GCH have taken account of the Local Authorities tenancy strategies.

APPEALS

Any customer who is not satisfied with our approach in terms of our Tenancy Policy can make a formal complaint.

Where a customer is dissatisfied with actions and decisions made under this policy, this will be dealt with by the relevant policy and appeals process.

REVIEW

This policy will normally be reviewed triennially to ensure that it remains fit for purpose, unless an earlier review is required due to regulatory, statutory or other requirements.