



Tenancy Policy

(Tenancy, Rent, Rent Arrears, Breach of Tenancy and Eviction)

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Changes made	Sections	Date	By	Date approved by board
Funding Supported Housing Policy Statement and resultant House of Commons Briefing Paper: Paying for Supported Housing	3			13 th June 2018
Rent review change from RPI +0.5 to CPI +1%	3; 3.2	20/01/2018	LB	13 th June 2018
Rent statements issued on request only	3; 3.4	20/01/2018	LB	13 th June 2018
No changes	-	15/05/2019	LB	June 2019
Updated to include breach of tenancy, eviction and clarifying final rent payments. Aligned with SHTA, Handbook, Easy Read, ASB policies	All	25/09/2019	LB	

1. Introduction

Highstone Housing Association (HHA) is required to develop and publish a tenancy policy, having due regard to the Regulatory Standards Framework set by the Home and Communities Agency. To ensure we issue tenancies which are compatible with the purpose of the accommodation, needs of the individual households and efficient use of our housing stock, this policy covers:

- Tenancy
- Rent
- Rent Arrears
- Breach of Tenancy
- Eviction
- Ending a Tenancy
- Death of a Tenant

2. Tenancy

Generally, HHA does not allocate tenancies, this is the responsibility of the Local Authority, but we are responsible for the type and duration of tenancy offered.

2.1. Tenancy Type and Duration

All tenancies are assured short hold tenancy agreements for a fixed term of 12 months.

In the event of an emergency which renders the accommodation uninhabitable, HHA are responsible for providing emergency shelter during the initial 24 hours. Each scheme holds details of emergency shelter arrangements and contact points. We will work with our local authority partners to assist, where practicable, in finding a longer term solution. HHA will undertake any repair work necessary to enable tenants back into the accommodation/ re-let the accommodation.

Where a decant situation arises, HHA will suspend rent collection as appropriate and any associated housing benefit matters.

3. Rents

3.1. Rent Standard

HHA provides low cost rental accommodation at below market rate, which is in accordance with Section 69 of the Housing Regeneration Act 2008. The accommodation will be made available to people whose needs are not adequately served by the commercial housing market; this is in accordance with the rules designed to facilitate this.

HHA shall charge rents in accordance with the Rent Standard Guidance, April 2015 and the Government's direction to the regulator, May 2014. Additionally, The Social Housing Rents (Exceptions and Miscellaneous Provisions) Regulations 2016 (SI 2016/390) came into force on 1 April 2016. The Regulations exempt specialised supported housing from the rent reduction requirement for the full four years. The House of Commons BRIEFING PAPER Number 6080, 16 January 2018 paying for supported

Housing provides a clear definition of what constitutes long-term supported housing. *“This type of accommodation is typically for working-age residents and covers a wide variety of provision, such as housing for those with physical or learning disabilities or mental ill health. The costs in this sector can be high, reflecting a level of very specialist provision”*. **Highstone Housing Association only provides accommodation for tenants who meet this definition**. A copy of this briefing paper is attached.

Additional information is contained in Funding Supported housing policy statement and Consultation https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/656027/Funding_supported_housing_-_policy_statement_and_consultation.pdf

Rents will be set at a reasonable level, based on the size and location of the accommodation, that allows HHA to meet its obligations to tenants, maintain stock (to at least Decent Homes Standard) and continue to function as a viable organisation. HHA will provide housing with a core rent that is affordable at a maximum of 80% market rate.

Housing Benefit eligible service charges are distinguished from rents and are limited to covering the cost of providing services, which are detailed in the tenancy agreement and where relevant, give tenants the choice to opt out.

3.2. Rent Review

Rent Standard Guidance April 2015, amended May 2016 – Home and Communities Agency

Annual rent increases:

There is an annual limit, a Guideline Limit, for rent increases in social housing for any single year. That limit is the Consumer Price Index (CPI) +1.0%. The Guideline Limit for increases in rents is applicable to social rent and Affordable Rent (AR). The relevant rate of CPI to be applied for the year beginning 1 April is taken as the rate applicable for the previous September. The September CPI is released in the following October by the Office for National Statistics and the regulator publishes a notification to confirm the new Guideline Limit each year. The Guideline Limit is a ceiling, not a target. It is open to providers to increase rents by a lower figure where circumstances justify doing so, but if this course of action is adopted there can be no “catching up” in later years, other than at re-let.

After the first review, the rent may be changed in line with section 13 of the Housing Act 1988. Tenants will be given at least one month’s notice, in writing, of any change and informed of their right (under section 14 of the Housing Act 1988) to refer any change to a Rent Assessment Committee.

3.3. Rent Collection

HHA recognises that it is the responsibility of the tenant to pay their rent on time and offers standing order and housing benefit direct payment methods. Our housing officer will support all tenants with advice and help to facilitate this.

3.4. Rent Statements

HHA will issue tenants with a written statement on request only, following consultation with the tenants in autumn 2017. This decision was taken in light of the fact that the majority of our tenants receive

housing benefit, which is paid directly to HHA. Procedures for checking and monitoring the receipt of all housing benefit payments are robust and any discrepancy found is dealt with straightaway including notifying the tenant. Rent statements are still generated and checked by HHA, which include rent value, payments made to date and balance on the account. The housing officer will be available to provide support to tenants as necessary.

A rent statement will automatically be provided when a written notice is issued by either HHA or the tenant, terminating the tenancy agreement. Tenants are responsible for paying rent (including arrears) and bills (such as council tax and utility costs) for the duration of the notice period, which is normally 4-8 weeks.

4. Breach of Tenancy

It is the tenants' responsibility to comply with the terms of their tenancy agreement, failure to do so means that the tenant is in breach of their tenancy agreement. Where the breach is serious, this could result in eviction. Please refer to the Tenancy Agreement and Anti-Social Behaviour policy documents for more information.

5. Eviction

Eviction means HHA ends the tenancy and the tenant has to leave the property. In accordance with guidance at www.gov.uk/browse/housing-local-services/repossessions/evictions, HHA will provide the tenant with a written warning notice that it plans to evict the tenant. The notice is normally 4 – 8 weeks; however, eviction proceedings can start immediately if the tenant is responsible for:

- Serious anti-social behaviour, such as drug dealing
- Domestic violence

We will always tell the tenant why we are planning to evict them. It is important that the tenant replies quickly to the written notice. If the tenant ignores the notice and stays in the property, or HHA is not satisfied with the tenants' response, then we may apply to the court for permission to evict the tenant.

6. Rent Arrears

If the tenant is facing eviction over unpaid rent, before taking them to court HHA must:

- try to talk to the tenant as early as possible
- give the tenant detailed information about the arrears
- offer help, if needed, to make a housing benefit claim
- agree to delay taking the tenant to court if they make a reasonable offer to pay off their rent arrears

However, to ensure a tenancy starts off on the right foot, HHA will provide all tenants with a detailed short hold tenancy agreement and handbook, along with an easy read Guide to Your Tenancy Agreement, as the first stage of arrears prevention. At the beginning of each tenancy we will ensure tenants are offered the necessary advice and guidance to ensure they understand the importance of keeping rent payments up to date.

We recognise that a tenant may fall into arrears despite these measures. Should this occur, HHA will adopt a firm but fair approach to income recovery and be proactive in taking preventative actions to avoid the accrual of arrears:

- Tenants are advised to inform us as soon as possible if they are having difficulty paying their rent. Our housing officer will work with the tenant offering advice about managing budgets or put the tenant in touch with other appropriate associations, such as Citizen Advice Bureau.
- Where a tenant falls into arrears, regardless of whether they inform us, we will write to the tenant and arrange a visit in order to agree a recovery plan. We will notify the tenant in writing of all actions taken and agreed steps.
- If the tenant fails to keep to the agreed recovery plan, or fails to contact us or co-operate with us about not paying their rent and we deem further action to be necessary, we will issue the tenant with a Notice of Seeking Possession (also known as a Section 21 of the Housing Act 1988).
- HHA will apply for a Possession Hearing at the local county court; we will normally ask the district judge for a Suspended Possession Order which will enable tenants to stay in their home, so long as the tenant makes payments in line with the order.
- Costs incurred in the pursuance of legal proceedings will be recharged to the tenant.

Due to the vulnerable nature of our clients we will also involve the relevant local authority social care team at the point we apply for a Notice of Seeking Possession. HHA regards eviction as the last resort having exhausted all options to recover rent arrears.

If we evict a tenant from their home- for any reason - we will put them in touch with the local council Housing Department.

HHA will, at all times, act in accordance with the current guidance and protocols issued by Government, including the Justice department (www.justice.gov.uk/courts/procedure-rules/civil/protocol/pre-action-protocol-for-possession-claims-by-social-landlords).

7. Ending a Tenancy

The tenant is entitled to keep the tenancy for as long as they wish to live in the property as their main home during the fixed term of the assured shorthold tenancy. The tenant may end the tenancy agreement at any time by providing four weeks written notice. The Tenancy Agreement states that HHA can only end the tenancy under the following two circumstances:

- On one of the grounds listed in schedule 2 of the Housing Act 1988 or subsequent changes to it.
- HHA has given two months' notice to repossess the property in line with section 21 of the Housing Act 1988.

Regardless of the reason for the tenancy ending, tenants are responsible for paying rent (including arrears) and bills such as council tax, gas, electricity and telephone bills, up to and including the notice period end date. The notice period is normally 4-8 weeks. The tenant will receive confirmation of the agreed notice period end date in writing.

8. Death of a Tenant

In this situation, we would ask the care provider to notify HHA as soon as possible. The person responsible for clearing the property, should then let us know when the keys to the property will be returned. We will need to see a copy of the death certificate. HHA can offer support and guidance as required.

Rent continues to be payable until the keys are handed back to HHA. Any outstanding rent will be claimed by HHA from the estate left by the deceased person. Please be aware that Housing Benefit payments cease on the first Sunday after death – full rent is due each week after that. Electricity, gas and water meters (whichever apply) will need to be read before returning the keys.

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