Brighter Places
Building better futures

# Tenancy Policy

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**Policy Author:** Dan Monks, Housing Manager (Lettings)

**Policy Lead:** Sara Bennett, Head of Housing

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You are advised that a printed version may not be the latest available version. The latest version, which supersedes all previous versions, is available on the Brighter Places Policy Index Sheet. Those to whom this policy applies, are responsible for familiarising themselves with the latest version and for always complying with the policy requirements.

**Should colleagues require any reasonable adjustment to allow for engagement with this document please contact the policy lead**

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## 1. Policy Statement / Purpose

This policy relates to the allocation and granting of various tenancy types across all stock for Brighter Places Housing Association. (BP)

It applies to all current and future tenants as well as leaseholders and shared owners of the association.

Our policy sets out the options there are for anyone looking for a new home with us, so they can make informed decisions about how to access what is needed for their individual circumstances.

## 2. Commitment

We acknowledge that social housing is in short supply and that we will not be able to assist everyone who approaches us for rehousing.

We therefore maximise our impact by working with local authorities to deliver new accommodation, as well as strive to make best use of our current stock in our operating areas.

We aim to let all our empty properties in a fair and transparent way that supports the delivery of local authority strategic aims.

## 3. Linked Documents

- Succession Policy
- Assignment and Mutual Exchange Policy
- Anti-Social Behaviour Policy
- Income Management Policy
- Tenancy Sustainment Policy

## 4. Legal and Regulatory Compliance

- Regulatory Standards Framework for Social Housing in England, Consumer Standards – Tenancy Policy
- Housing Act 1988
- Localism Act 2011
- Protection from Eviction Act 1977
- Equality Act 2010

## 5. Policy Detail

The Localism Act (2011) introduced a duty for all Local Authorities to produce and publish a Tenancy Strategy setting out the matters in which Registered Providers in its area must have regard to in formulating their Tenancy Policies.

The Act also introduced the new Regulatory Standards Framework for Social Housing in England (April 2012) that includes a Tenancy Standard. This introduced a requirement for Registered Providers to produce a Tenancy Policy setting out the types of tenancies they will grant.

This policy allows flexibility in the type of tenancy to be granted to help manage risk for Brighter Places.

We do not normally offer tenancies to any person under the age of 18 years old. However, there may be exceptional circumstances where we may consider this with legal advice.

This policy sets out the aims of Brighter Places (BP) in terms of the allocations of tenancies. It considers the range of Tenancy Types on offer and specifies what the arrangements will be if fixed term tenancies are used.

The aims of the Tenancy Policy are to:

- Make the best use of our available housing stock, by working closely with our Local Authority partners where we operate to support delivery of their Strategies and requirements. By doing so we will support them to tackle overcrowding, make best use of adapted stock, tackle homelessness and enable joint working.
- Support the development of balanced and sustainable communities across the areas within which we work.
- Provide affordable housing of decent condition.
- Ensure we tackle tenancy fraud.
- Ensure our services are accessible to all.
- Enable customers to make informed choices by making more flexible options available.

- Provide support to vulnerable customers to ensure fair access to local housing, to advise and refer tenants for information and independent advice about suitable housing options.
- Encourage customers long term housing aspirations by developing options for home ownership.
- Provide support to tenants who need it most to enable them to sustain their tenancy, become independent and provide a springboard into self-sufficiency and work

## 5.1. Accessing our services

At Brighter Places we aim to deliver our services in a fair, consistent and transparent way that considers applicants, colleagues and existing customers' needs and protected characteristics.

We offer a range of ways that our customers can access services and discuss our delivery with us.

This includes:

- Telephone availability via landline and mobile numbers.
- Access to Reachdeck on our website which offers translation services, picture definitions, is able to enlarge text , produce an MP3 recording of the information, block clutter on the screen to enable easier reading and read aloud support to access our web contents at www.brighterplaces.co.uk.
- Email accounts for individual officers as well as generic business delivery.
- Flexible office opening hours and team working arrangements.
- Access to Language line to assist those who do not have English as their first language.
- A front-line reception service with Duty Officer whilst Head Office is open.
- Partnership working across our delivery areas to help those who are most vulnerable access support externally where needed, e.g SARI.
- Housing and Engagement Teams who undertake office, site and home visits, as well as access via telephone, email and Microsoft team meetings in and some access outside of core hours.
- Online Portal for access to some services (remains under development)

Information about all lettings will be provided on the Choice Based Lettings system for the relevant local authority and recorded on CORE (Continuing Recording of Lettings and Sales in Social Housing in England).

## 5.2. Vulnerable Customers

When letting properties or dealing with anyone under any part of this policy, we will take in to account the needs of vulnerable customers. This might be by:

- Providing advice and signposting people to other organisations or support agencies.
- Making referrals within our organisation
- Making referrals to external organisations
- Helping with the completion of forms or applications
- Providing information in other formats
- Discussing matters with any authorised advocate
- Arranging home visits.

## 5.3 Making the best use of stock for our customers

We will work closely with local authorities and our partners to ensure:

- All disabled adaptations are noted on the property file so that adverts for lettings can be made available for applicants with needs for the adaptation.
- We make every effort to let bungalows and properties with major adaptations to applicants with a need for this type of property. Adaptations are not usually removed, with the possible exception of stair lifts which may be useable.
- Requests for joint tenancies will not be granted where there will be implications for making the best use of housing stock in terms of future succession rights; this is particularly relevant for parent/child applications.
- Tenants are encouraged and helped to use the Home Swapper scheme and high-risk cases are investigated as part of our Management Transfer process to meet property type and area. (See 5.5 below.)
- Assist with internal moves for decants when needed, for example when serious repairs are needed to be completed and it is not reasonable for the tenant to stay in situ during the works, such as some damp and mould cases.
- Operate a disposal programme with agreement from the Executive Team and our Board that will sell our less popular and economically unviable units to allow us to reinvest in our existing stock portfolio and delivery.

## 5.4 Local Letting Policies

For some tenancies, and in some areas, we will look to selectively let the property to ensure we support locally diverse, balanced and sustainable neighbourhoods. If we are working in partnership to deliver a development any local lettings policy will be developed and agreed with our partners. We will do this in the following circumstances:

- Where the previous tenant or their family from their last tenancy (assuming the tenancy has not turned over in the last 12 months) has caused serious ASB in the property or neighbourhood – this may or may not include legal action.

- Where we have agreed to relet the tenancies to a certain group of people, such as key workers, this is usually in partnership.
- We will look at the local diversity within areas and blocks to support tenancy sustainability – this may include looking at household make up and age ranges, as well as employment.

Local Letting plans can be written and agreed for more than one property where we are developing properties within a neighbourhood as part of a larger development scheme.

## 5.5 Management Transfers

Management Transfers are those moves where it is in the best interest of our tenants and of Brighter Places to move a customer and their family quickly. Reasons for management moves are:

- **Serious anti-social behaviour,** where the Police and/or other agencies advise in their professional capacity that the tenants must move for their own safety and not return permanently. This is not the same as a letter offering support for a move if it were to be identified.
- **Domestic abuse cases**, where the Police and/or other external agencies agree that the tenant must be moved for their own safety and not return permanently. High risk cases will need assistance and support from MARAC and MAPPA and may involve the local authority for using emergency legislation requirements and temporary housing.
- **Significant Disabled Adaptations** are needed to the property, and the current property is not suitable to have this work undertaken.
- **High level welfare and/or health grounds** where a household member is unable to occupy or return to their home due to an acute medical need. An example could be a case of high disability where accommodation substantially does not meet the needs of the tenant and DFG adaptations are unable to bring the property to a suitable, habitable standard. We may also consider cases where a consultant psychiatrist has assessed that the existing home is having a major effect on the mental health of a household member.
- **Property Condition:** where the property is in poor condition due to serious damp and mould, or other significant repairs and maintenance to the property is needed. **Please note:** *Planned Moves, also known as Property Disposals, where we are looking to sell the property in question, are managed as a separate process. There is also a Decant policy which sets out how we manage temporary moves that are needed for repair works. We do not routinely move our customers permanently for planned or reactive repair work.*
- **Succession cases** where the household has succeeded to a tenancy, but the current home is bigger than they need and are required to move.

Housing Officers complete the relevant paperwork and risk assessments to ensure that all options for our customers are considered. We will make every effort to secure the best outcomes for those involved.

Applications and risk assessments are reviewed and actioned by a minimum of 2 Housing Managers. If a Management Transfer is agreed, Brighter Places will endeavour to find a property that meets the needs of the applicant in line with the information contained in their application form.

At all times we will manage the expectations of our customers. We cannot guarantee that acceptance to the Management Transfer list will mean a suitable property becomes available and can therefore be offered to a customer as part of this process.

Brighter Places will make one reasonable offer that is suitable for the family's needs unless further evidence is supplied to support the need for a different size property.

We may rescind an offer of accommodation or remove a Management Transfer application from our internal transfer list if a suitable offer has been made by another social housing landlord during the time a Management Transfer application is active. This does not apply to offers of permanent accommodation made by social landlords before an accepted Management Transfer application for Brighter Places.

All customers will need to register an application for re-housing with the relevant local authority using Choice Based Lettings (CBL) to enable a Management Transfer application. The Housing Officer or another support agency can support them with an application if needed. The purpose of this is to enable a match between our property and our customer via CBL that can be audited by the local authority. This process also ensures we do not exceed our agreed % quota for internal moves with each local authority.

Customers have the right to appeal against a decision for either the reasonableness of an offer or our refusal to accept a Management Transfer case, by contacting the Senior Housing Manager, Head of Customer Experience or Head of Housing within 28 days of the date of the original decision. Any appeal will not be undertaken by any Manager who was part of the original assessment.

Customers are notified in writing either by email, letter or text on how to make an appeal.

## 5.6 General Needs Allocations

BP's empty properties are managed by the Repairs and Lettings Teams. Tenants are required to give Brighter Places 4 weeks written Notice to Quit to enable us to advertise and relet properties promptly.

Unless the property is required for an internal temporary or permanent decant the property will be advertised using the local authorities' Choice Based Lettings scheme.

www.bristol.gov.uk - www.homechoice.southglos.gov.uk - www.swindon.gov.uk

BP has nomination agreements with each of the local authority operating areas that sets out the percentage of lets that are available solely for BP tenants using the local choice-based lettings (CBL) scheme.

This means that a percentage of properties can be direct matched to BP tenants.

There are therefore 3 ways in which our properties can be allocated:

- Management Transfer where we need to move the incumbent tenant due to repairs or other management reasons. This includes utilising the percentage of lets available to use via local authority CBL schemes to assist Brighter Places customers move within our stock.
- A small percentage of properties that are relet via direct nominations from the local authority or other partner agency.
- The remainder of tenancies to be advertised and relet using existing CBL systems from local authorities.

Applicants are shortlisted using the local authority housing policy criteria and assessed by the Lettings Officers prior to any formal offer of accommodation being made by Brighter Places.

For some local authorities the backlog of data that is being worked through to evaluate applications is substantial, so BP will always need to check the application thoroughly and not rely solely on information available at the time of matching or shortlisting.

Checks that Brighter Places undertake include:

- Ensuring that the prospective tenant has up to date information with the local authority and remains at the current place and banding on the local CBL scheme considering their personal circumstances. This includes any medical or social need requirements that would change / amend an application for rehousing.
- That the property advertised is the correct size for the prospective tenants, considering the local authority allocation policy, and there would be no over or under crowding at the point of sign up or imminently expected, (in cases of any pregnant applicants.)
- That the prospective tenant has reported any criminal convictions and is maintaining any licence arrangements (e.g. for Category 1 offenders.)
- That the prospective tenant has not misinformed the local authority or BP in area of their application.
- Income and expenditure checks are undertaken to ensure the property is affordable for the prospective tenant.

- A standard request for 4 weeks rent in advance – this can be reduced to a discretionary 2 weeks if the Lettings Officers believe there are exceptional reasons effecting the prospective tenant or extended to be more between 1 and 6 days over the 4 weeks dependant on the tenancy start date.
- That the prospective tenant and members of the household have the Right to Reside in the UK.
- That the prospective tenant does not have current or former tenant arrears from any tenancy where legal action has been taken to secure the debt. Applicants who have had legal action taken against them and the debt is under £500 may be considered providing they have an agreed arrangement to pay the debt, and this is being maintained. The agreement will have needed to have been maintained for a minimum of 3 months.
- Any further or updated information that offers proof in any other areas of the application that the Lettings team reasonably feel is necessary to ensure good use of stock and the sustainability of our communities.
- Completing an affordability assessment to assess the likelihood of sustaining the tenancy.
- Identifying any history of Anti-Social behaviour within the last two years.

Should prospective tenants have had any change in circumstances that mean they are no longer eligible for the property that they have bid for, or they do not meet the affordability, arrears or Anti-social behaviour criteria, Brighter Places will advise the local authority and tenant that the offer needs to be withdrawn and explain why.

## 5.7 Other ways to access Brighter Places properties

Brighter Places works with other providers to deliver multiple housing solutions in its areas of operation. To note that our Supported Delivery is under review in 2024/25 to link with the Councils commissioning of supported housing services, and this may see a change in the use of these properties. For applicants for these properties this can be reduced to 1 week at the discretion of the Lettings Team.

## 5.1 Bristol – Places for People (P4P)

12 properties that are owned and part furnished by BP and have support delivered by Places for People. Referrals come from P4P into BP to assess, and BP and P4P operate joint sign-ups. These are let on Assured Shorthold tenancies to enable move on.

| | | |
|---|---|---|
| Fishponds Road | Bath Buildings (x 2) | Coronation Road (X3) |
| Southleigh Road | Stackpool Road | Maze Street |
| Knowle Road | Church Street | |

## 5.2 Bristol City Council (BCC)

11 properties that are furnished and owned by Brighter Places. Bristol Council uses and refers prospective tenants to these properties which are used as temporary accommodation whilst BCC investigates their homeless act duties. These are let on Assured Shorthold tenancies to enable move on.

Referrals are made direct from BCC.

| | | |
|---|---|---|
| Mendip Road (x 2) | Seymour Road | Windsor Terrace |
| Thomson Road (x 2) | Hebron Road | Stanley Park |
| Garnet Street | Fox Road | Chaplin Road |

## 5.3 Bristol - Houses in Multiple Occupation (HMO)

**3 Bed House at Feeder Road**

1 x 3 bed property with shared facilities that is fully furnished and owned by Brighter Places. Property is used to support single women who have been street homeless. BCC delivers low level support to tenants in the house.

Referrals direct from BCC. Used as temporary move on accommodation as part of the pathway. These are let as Licences and are part of the Bristol pathway for homeless applicants.

## 5.4 Bristol - Homeless Support

**2 x 2BFl at Villiers Road & 21 A & B Fitzroy Street (1 x 1BF & 1 3BM)**

Properties that are owned by Brighter Places and have a direct referral route from Bristol Council for homeless households where the local authority is investigating whether they have a homeless duty to the household.

Used as unfurnished temporary move on accommodation. Referrals direct from BCC. These are let on Assured Shorthold tenancies to enable move on.

## 5.5 Bath and Northeast Somerset Supported Accommodation (Rackfield House)

Brighter Places own and manage Rackfield House based in Bath. Applicants must be aged between 18 to 65 years and not be engaged with any substance misuse to be accepted into the scheme.

BP offers nontherapeutic support, with regular resident led support plan meetings, money and advice guidance, benefit support and external referrals for support where needed.

Referrals are via Bath and Northeast Somerset Housing Support gateway portal and are managed by the local authority. Rackfield House offers Excluded Licences.

### 5.6 Other Providers

Brighter Places offers housing management services to other providers who own their own accommodation.

Dependent on the management agreement in place, we may undertake the entire advertising and allocation process on behalf of our partner, or there may be elements of the process we undertake with the partner doing some areas of this work. The details of the arrangement are set out in the individual management agreements.

## 6. Tenancy Types

### 6.1 Starter or Probationary Tenancies

We offer our new tenants a probationary tenancy known as a 'Starter' tenancy for a period of 12 months. If the tenant keeps to the terms of the tenancy, at the end of the 12 months the tenancy becomes an Assured tenancy or a 5-year Fixed Term tenancy.

Approximately nine months from the start of the tenancy, an inspection of the property and a review of the tenancy and property will be carried out. This review will consider the following:

- Condition of the property
- Rent account and payment record
- Any reports of anti-social behaviour or nuisance and
- Any other breaches of the tenancy agreement

Breaches of the tenancy will be investigated in accordance with our normal policies and procedures, for example our anti-social behaviour policy.

A positive review will result in the tenancy converting to an Assured tenancy at the 12-month point, a negative review can result in starter tenancy being extended or ended.

Tenants have the right to request a review of decisions taken to extend or end probationary periods.

### 6.2 Assured Tenancies

Tenants are offered Assured tenancy if they transfer from one BP to another BP home. If tenants transfer from another social landlord, they will be issued a starter or probationary tenancy.

An assured tenancy is considered a lifetime tenancy and can only be ended by a Court order if the resident breaches their tenancy conditions.

## 6.3 Fixed Term Tenancies

We no longer offer 5-year Fixed Term tenancies for social and affordable rents in supported and non-supported accommodation.

We are currently reviewing all current Fixed Term tenancies to consider moving them from Fixed Term to Assured.

### 6.3.1 Ending fixed term tenancies

For a tenant or tenants to end their fixed term tenancy, they will need to issue us with a formal notice. For the notice to take effect we must accept it in writing. We may choose not to accept surrender of a tenancy if there are outstanding breaches of tenancy, such as rent arrears.

We may seek to end a fix term tenancy during the fixed term period through the Court using our standard policies, for example due to rent arrears or anti-social behaviour.

### 6.3.2 Non-renewal of fixed term tenancies

Following the review, at the earliest opportunity and no less than 6 months before the end of the fixed term tenancy, we will notify the tenant as to whether a new fixed term tenancy will be issued upon expiry. Such notification will be by way of a 'Minded to Notice'.

Where a new tenancy is not being offered, it will come to an end at the expiry of the fixed term period by the service of a 'Minded to Notice' and a Section 21 or 6A Notice Requiring Possession. As long as both notices have been served correctly, we will have a mandatory right to possession and vacant possession of the property will be required on or before the termination date.

All non-renewals of starter tenancies will be approved by the Housing Manager following a review with the Housing Officer. Any request for a review of that decision by the tenant will be considered by a review panel of 2 independent officers at Housing Manager or more senior level within the business.

We will provide reasonable advice and assistance to tenants when we decide not to renew a tenancy, this may include the following:

- Giving advice about housing options.
- A referral to the local authority for further advice and support.
- Support to access choice-based lettings and mutual exchange schemes.
- Support to downsize, where possible
- Providing tenancy references.

## 6.4 Assured Shorthold Tenancies

We offer assured shorthold tenancies in some of our supported accommodation. These tenancies have the right to review when they are being ended by us. (See section 9.0.)

## 6.5 Secure Tenancies

As a housing association we are not able to offer secure tenancies as these are not legally available to us, so any transfer from a secure tenancy to a BP property will be let to the incoming tenant initially as a Starter or Probationary tenancy for 12 months which will then become an Assured Tenancy. (See also 7.2)

Any prospective BP tenant who is currently in a secure tenancy will be advised to seek independent housing advice to enable them to make an informed decision as to their potential move and any implications of a change in tenancy type to them.

## 6.6 Licence Agreements

BP offers Licence agreements to residents moving into our supported housing or shared accommodation schemes and where there is a support package in place as part of the home that's provided to them.

We may also use Licence agreements following a decant where we have to move someone out of their home for a period of time as part of our Decant procedure. (See 6.1.) As part of our temporary decant arrangements the tenant will retain their more secure type of tenancy at their principal home.

## 6.7 Excluded Licence Agreements

Where the property is hostel type accommodation, we will offer a Licence which is an excluded licence as defined by the Protection from Eviction Act 1977.

## 6.8 Shared Ownership

BP offers a number of shared ownership properties mainly in Bristol and the surrounding areas. Shared Ownership properties are part lease and part rent.

The applicants express their interest via our website - www.BPhomes.co.uk. A financial assessment will be needed as well as an agreed mortgage for applicants to proceed.

All new build properties will be advertised via our shared ownership website and most re-sales of existing shared ownership will also be advertised in this way. Where re-sale properties have not sold, they may be placed with an estate agent.

### 6.9 Affordable Rent Tenancies

The use of Affordable Rent is to ensure we can continue to provide new affordable housing to respond to housing needs in communities.

### 6.10 Rent to Home Buy Tenancies

Rent to Home Buy allows a tenant to purchase their property after they have been the tenant for 2 years. The purchase price is included in the tenancy agreement and the tenants must pay one month rent deposit and one months' rent in advance at the start of the tenancy.

The deposit is held with the Deposit Protection Service. This type of tenancy is sometimes referred to as an Intermediate Rent.

### 6.11 Mutual Exchanges

At the end of a Starter or Probationary tenancy period, tenants who hold an Assured or Secure tenancy can apply to mutually exchange their home. There are certain restrictions and reasons why BP can refuse a mutual exchange, but these are limited.

We offer a free internet based Mutual Exchange service as well as housing advice from the team that is available to all our tenants at www.homeswapper.co.uk.

### 6.12 Succession

Please refer to our Succession Policy and Procedure

## 7.0 Sole to Joint tenancies

- The tenant who has the sole tenancy must apply in writing for a joint tenancy. It is at our discretion whether the joint tenancy is granted.
- A joint tenancy will usually be granted in situations where there is a long-term commitment, or a spouse or partner. If we decline to grant a joint tenancy, the tenant and other applicant will be informed and given reasons in writing.

- Considerations that should be considered in granting a joint tenancy are but not limited to:
    - The likely continuance of the long-term commitment to the home such as whether the other person has given up their own home to live with the tenant and has lived with the tenant for a continuous period of 12 months.
    - Whether there are implications for the future in making the best use of the housing stock in terms in succession rights.
    - The prospective new tenant must be at least 18 years old.

  - Whether there has been a breach of the Tenancy Agreement including outstanding debts to us or previous rent arrears or anti-social behaviour.
  - Whether the creation of a joint tenancy would mean the property is overcrowded or under occupied.
  - Whether the person wishing to join the tenant as a joint tenant has a tenancy or an interest in property elsewhere.
  - The tenancy has previously been succeeded.

- Where permission is given, the change in tenancy should be carried out through a Deed of Assignment. Any debts, owed to us, should be cleared in full before a Deed of Assignment is signed and finally agreed.

### 7.1 Joint to Sole tenancies

Circumstances may arise such as a relationship breakdown, where 1 tenant may wish to assign the tenancy to the other as sole tenant.

- The tenancy may be assigned on the order of a court or with the permission of Brighter Places; to someone that would have been qualified under the clause of the Tenancy Agreement relating to succession/succeed to the tenancy had the tenant died.
- Both tenants need to agree this change and sign a Deed of Assignment. If they cannot agree, they should be advised to seek legal advice. BP will not provide this advice.
- Any debts, owed to BP should be cleared in full before a Deed of Assignment is signed and can be finally agreed.

## 8.0 Use of Mandatory Grounds for Possession

We will make use of mandatory possession grounds in the following circumstances:

- To deal with Anti-Social Behaviour where the circumstances include serious criminal offences and/or serious Anti-Social Behaviour.
- Where there are serious levels of arrears where there is a continued pattern of non-payment or the tenant has entered insolvency in the past which has resulted in rent arrears being written off.
- With Starter tenancies, where there has been a breach of tenancy that justifies ending the tenancy (as set out above), we may use Section 21 or 6A of the Housing Act 1988 to seek possession.
- Where the tenant is not using the property as their only or principal home or it has not been returned to us on the death of a tenant.
- Where it would normally be the procedure to end the tenancy/occupation by way of Notice to Quit.

If we decide to take this step, then the use of a mandatory possession ground will be authorised by someone of at least Manager level due the consequences of using such a possession ground. Reasons will also be given to the tenant/occupant for the use of a mandatory ground.

Where we use a mandatory ground, we will offer the tenant a chance to ask for a review of our decision and give them the opportunity to put forward any personal circumstances they want us to take in to account.

For management of reviews please refer to section 11.0 below.

## 9.0 Advice and Assistance

Prospective and current tenants are advised to seek independent advice about their tenancy and tenancy conditions at sign up and throughout their tenancy.

The Housing Teams will also offer advice and support throughout our allocations, assessment and sign up processes and throughout the life of any tenancy.

### 9.1 Maintaining Tenancy Security

Tenants transferring from to one Brighter Places property to another Brighter Places property will retain their security of tenure.

## 10.0 Appeals for Tenancies that are being ended or extended

There are various reasons that could mean that the business decides not to renew a tenancy.

These include:

- Where there has been a significant breach of the tenancy during the Starter tenancy period and it would be a risk to the tenant and the association to convert to a full Assured tenancy.
- Where there has been a significant breach of tenancy during a Fixed Term tenancy and it would be a risk to the tenant and the association to renew the Fixed Term tenancy.
- On new developments where the intention is to create mixed tenure communities, but the market conditions don’t prevail at the time of the first let.
- On a tenancy where the property is no longer appropriate for that tenant and we may not renew the term.
- Where the property is part of our supported accommodation offer and we need to assist a tenant to move on as part of our commissioning requirements, or for any other reason.

- Where there are housing management issues that are likely to result in a possession order being sought if the tenancy were to be renewed, or an offer of accommodation refused.
- Where, as part of our Management Agreements the landlord or agent advises us that they wish us to end the tenancy on their behalf.
- Where there is an intention to dispose of the property.

Fixed Term, Assured Shorthold and starter or probationary tenancies that are being ended or extended all have the right of appeal.

Tenants from these tenancy types who wish to challenge our decision should appeal in writing to Head Office within 14 days of the date of the letter detailing our decision. Alternatively, they can email Feedback@brighterplaces.co.uk withing those timescales.

## 10.1 Appeals for General Needs Accommodation

Appeals for general needs accommodation will be reviewed by 2 x Housing Managers. The review will:

- Offer the tenant the opportunity to meet within 14 working days from the date of the notice being received to discuss the review and reasons for the ending or extension of tenancy. The officer dealing with the review will not have had any previous involvement in the decision making for this tenant or property.
- The Housing Managers will review pertinent paperwork involved in the original decision and discuss the case with the Officer who has actioned the proposed ending or extension of tenancy.
- The Housing Managers will take legal advice as and when necessary.
- The Housing Managers will write to the tenant with the outcome of their review including next steps for the tenant within 5 working days from the date of the review meeting or within 14 days from the date of receiving the review request from the tenant.
- The outcome will be uploaded onto Orchard to ensure appropriate record keeping.

The decision of the Housing Managers is final.

## 10.2 Appeals for Supported Accommodation - Rackfield House

Appeals in our supported accommodation are managed by the Senior Support Worker and Supported Housing Services Manager. Where one of these officers is not available another BP Manager at a similar level to the absent role can assist.

The review process will:

- Offer the tenant the opportunity to meet within 14 working days from the date of the notice being received to discuss the review and reasons for the ending or extension of tenancy.
- The relevant Supported Housing team members will review pertinent paperwork involved in the decision and discuss the case with the officer who has actioned the proposed ending or extension of tenancy.
- The Housing Team will take legal advice as and when necessary.
- The Housing Team will write to the tenant with the outcome of their review including next steps for the tenant within 5 working days from the date of the review meeting or within 14 days from the date of receiving the review request from the tenant, if the tenant does not attend the review meeting. If the tenant does not attend the review meeting the Housing Team will call and email the tenant and offer to rearrange the meeting once.
- The outcome will be kept ensuring appropriate record keeping.
- B&NES will be notified of all outcomes.

## 11.0 Tackling Tenancy Fraud

The Housing Act 1988 states that a tenant has security of tenure if they use the property as their sole and principal home. However, if the tenant parts with possession of the property (wholly or partially) without our consent security of tenure may be lost.

The introduction of Prevention of Social Housing Fraud Act 2013 created two criminal offences relating to tenancy fraud (the local authority has the power to prosecute.)

Tenancy fraud falls into the following categories:

- Sub-letting
- Abandonment
- Key-selling
- Succession fraud
- Falsified applications or non-disclosure of relevant factors to obtain a tenancy
- Right to Acquire where the applicant is not the main resident and
- Mutual exchanges where information about people living in the property is incorrect.

BP uses the following controls to prevent/detect tenancy fraud:

- All applicants are interviewed before being offered a tenancy to ensure that they are the same person/household as on their housing application, the circumstances are the same as accepted by the local authority to give their

banding priority, and any support needs can be identified prior to them being housed. In some circumstances, references from previous landlords are sought.

- A photograph will be taken of all tenants named on the tenancy agreement and saved against the tenants' file.
- We will carry out robust checks within our allocation, management transfer, succession, assignment and Right to Acquire procedures.
- We will carry out tenancy audits as part of our housing management function to confirm BP tenants are using their properties as their only and principal home.
- Tenants not replying to requests for settling in visits or 9-month end of Starter Tenancy visits may be served with a Notice to Quit to highlight the importance of conducting the tenancy correctly and allowing access to our staff.
- Tenants will be encouraged to report possible sub-letting or abandoned properties to us. All allegations will be investigated, and possession proceedings may be initiated if we believe that the property is being used fraudulently.
- We will seek possession and/or penalties under the Prevention of Social Housing Fraud Act 2013.

Please also refer to our Tenancy Fraud policy

## 12. Training Requirements

The Housing Team will have access to the up-to-date policy and procedure on SharePoint. Revisions of this policy will be shared with the Housing Team and Housing Managers are responsible for ensuing their teams are conversant with the contents and requirements set out in this document.

## 13. Monitoring and Review

- The ongoing application of this policy is monitored by the Housing Team to ensure that it remains relevant, up to date and accessible to the relevant audience.
- The policy will be reviewed at least every 3 years.

## 14. Data Protection

Brighter Places is committed to ensuring this policy is implemented in accordance with its equality, diversity and inclusion approach.
Where required, reasonable adjustments will be considered to support colleagues to engage with this policy. Please speak to the policy owner for assistance.

## 15. Equity, Diversity and Inclusion

Where required, reasonable adjustments will be considered to support colleagues to engage with this policy. Please speak to the policy owner for assistance.

Brighter Places is committed to ensuring this policy is implemented in accordance with its equity, diversity and inclusion approach.

## 10. Summary Roles and Responsibilities

| Activities | Board | CEO | CEC | Head of Hsg | Exec | Managers | All staff | HR | Gov |
|---|---|---|---|---|---|---|---|---|---|
| Owner of the policy | | | | X | | | | | |
| Monitoring & review of the policy | | | | X | | | | | |
| Approval of changes to the policy | | | | | X | | | | |
| Responsible for policy implementation | | | | X | | X | X | | |
| Addressing issues in the implementation of the policy | | | | | | X | X | | |
| Version control of live policy | | | | X | | | | | |
| Training of colleagues | | | | | | X | | X | |

| Activities | Board | CEO | CEC | Head of Hsg | Exec | Managers | All staff | HR | Gov |
|---|---|---|---|---|---|---|---|---|---|
| Tenant Engagement and input | | | X | | | | | | |