



Places to live. Space to grow.

Tenure Policy

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1 Introduction and purpose

- 1.1 This policy relates to our rented homes, except for our Kent Extra Homes for All (KEHFA) accommodation. This Policy does not cover home ownership (including freehold, leasehold and shared ownership).
- 1.2 This Policy sets out our approach to:
- The types of occupation or tenancy agreement we use
 - Sustaining tenancies, supporting vulnerable residents, and preventing unnecessary eviction
 - Management of fixed term tenancies
 - Assignment and joint tenancies

2 Responsibilities

- 2.1 We aim to offer stability to enable residents to invest in their home and their community, but we also need to make the best use of our homes for our communities and for those in need of affordable housing.
- 2.2 We aim to ensure that available homes in local authority areas are a mix of rent types so that a balance is created within our communities. West Kent will annually review the availability of rent types by property type and location to assess how the mix of rent types is maintained. The use of Affordable Rent is to ensure we can continue to provide new affordable housing to respond to housing needs in the communities

3 Affordability assessment

- 3.1 We may assess applicants who are nominated for a West Kent home by completing an affordability check. The check will be based on the applicant's income and expenditure including rent and estimated bills for the new property. The check will ensure the prospective resident is clear about the cost of running a home and sustaining their tenancy.
- 3.2 If an applicant cannot afford to rent a home with reasonable bills, we will be unable to offer the home to them. We will signpost to agencies that can provide advice on money, budgeting and employment.
- 3.3 All current residents can be signposted to our Employment and Training Team as well as debt advice and money management advice.

4 Sustaining tenancies, supporting vulnerable residents and preventing unnecessary eviction

- 4.1 We want residents to maintain their tenancies successfully and prevent unnecessary evictions. We offer appropriate advice and support to help residents meet the conditions of their tenancy agreement and remain in their homes. We offer financial inclusion support and may provide tenancy sustainment services directly or through referral to an external specialist agency.

- 4.2 In deciding on appropriate forms of tenure and offers of housing, we take into account the needs of households who are vulnerable. We refer and signpost vulnerable residents in general needs housing to external support services to get the help that they need. We offer specialist housing for older people, as well as adapted homes and homes designed for people with disabilities.
- 4.3 We will work with partners to safeguard children and vulnerable people.
- 4.4 We evict residents as a last resort, only when we have exhausted all options to tackle breaches of the tenancy unless the breach is so significant that other options are not viable. We'll work with our residents to help them find solutions and avoid eviction.
- 4.5 We will inform the local authority housing advice service in line with our procedures.
- 4.6 We alert Social Services and other agencies as early as possible in the eviction process, and in line with our Data Protection Policy, where we identify a household member is vulnerable.
- 4.7 Before we carry out an eviction, we will:
- Provide information and advice about housing options
 - Refer residents for financial support where needed
 - Refer residents to other agencies such as Citizens Advice, housing advice services, and the homeless persons team at the local authority

5 Types of agreement

- 5.1 We offer tenancies or terms of occupation that are compatible with the:
- Purpose of the accommodation
 - Needs of individual households
 - Sustainability of the community
 - Efficient use of our homes
 - Our strategic housing functions
- 5.2 We use a range of occupancy agreements including but not limited to:
- Assured non-shorthold tenancies (often referred to as lifetime tenancies)
 - Assured shorthold tenancies
 - Licences

Tenancy Type	Offered to
Licence agreement	➤ Residents in temporary accommodation

	➤ Residents using garages or parking spaces
Assured shorthold tenancy 6 months – 3 years	<ul style="list-style-type: none"> ➤ Residents living in intermediate market rented properties ➤ Residents in supported housing move-on schemes ➤ Residents with limited leave to remain in the UK, but with rights to social housing and benefits ➤ Residents who are in priority housing need but can only be offered a 6/12-month assured shorthold tenancy while they resolve a legal interest in another property ➤ Residents in rooms in short term hostel accommodation
Starter tenancy (assured shorthold tenancy) 12 months	➤ Residents who have not held a tenancy with a social landlord immediately before moving into the vacant home. This does not include anyone offered Emerald (over 55 years) accommodation.
Assured tenancy	<ul style="list-style-type: none"> ➤ All new residents that have held a tenancy with a social landlord immediately before moving into the vacant home. ➤ Residents with an existing assured non-shorthold tenancy with a registered provider who are transferring to another of property if this was issued before April 2012 ➤ Victim/survivors of domestic abuse ➤ Residents living in specific Extra Care and Emerald (over 55 years) schemes
Best interest tenancies and tenancies under trust	<ul style="list-style-type: none"> ➤ Residents who are aged 16 or 17 ➤ Applicants without capacity to accept a normal tenancy ➤ Where it is appropriate, and the resident has the appropriate level of support in place to sustain the tenancy

5.3 All rights and responsibilities are set out in the agreement offered. The terms of the agreements vary according to the type of the agreement and when the agreement was granted.

5.4 We grant those who were social housing tenants on or before 1 April 2012, and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to a West Kent social rented home. This is the case whether they move from one of our homes or from a home owned by another housing association or local authority landlord. It does not apply where tenants choose to move to accommodation let on affordable rent terms.

5.5 We grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.

5.6 We offer tenancy agreements in line with specific lettings plans, agreements, or scheme requirements where these are in place.

6 Starter tenancies

6.1 We will use starter tenancies (assured shorthold tenancies) to enable new residents to fully understand their responsibilities and for us to assist them in building a sustainable tenancy.

- 6.2 The starter tenancy is for 12 months, and this will normally automatically convert into an assured tenancy if the starter tenancy is conducted satisfactorily. Starter tenancies can be ended before the 12 months where there are breaches of the tenancy.
- 6.3 We will give a starter tenancy to all new residents offered housing who have not held a tenancy with a social landlord immediately before moving into the vacant home.
- 6.4 Where there are breaches to the tenancy during the 12 months, the tenancy can be extended or failed. Extensions can only be granted for an additional six months from the end of the 12-month period and there is a review process in place for tenancy failures (refer to Tenancy Panel Terms of Reference). Residents with starter tenancies cannot carry out mutual exchanges or apply to move to another of our homes during the period of the starter tenancy. Consideration can be given on a case-by-case basis where it may be appropriate to pass a starter tenancy early to facilitate an urgent move.

7 Fixed-term shorthold tenancies

- 7.1 We no longer usually issue fixed term tenancies to new tenants, but some tenants will still have this tenancy type.
- 7.2 Appendix 1 sets out:
- How we will assess these remaining fixed term tenancies at the end of their fixed term
 - When we may offer a new assured (lifetime) tenancy to a resident within their fixed term, before they reach their assessment period.

8 Secure tenancies (general needs)

- 8.1 Prior to the introduction of assured tenancies, the standard public sector tenancy type used was the secure tenancy. For the majority of our residents who still hold a secure tenancy, their tenancy will have begun before 15 January 1989
- 8.2 Housing associations are restricted in their use of secure tenancies. We will only use secure tenancies in the following circumstances:
- When an existing secure tenant transfers to another property within West Kent or changes their tenancy from joint to sole.
- 1.2 Where a tenancy has been inherited through succession rights (please refer to our Succession Policy).

9 Temporary accommodation, supported and specialist housing

- 9.1 In some accommodation we will offer a licence. This tends to be for shared accommodation. The type of licence will depend on the purpose of the accommodation. As with any other occupancy agreement, we outline all rights and responsibilities in the licence agreement.

9.2 Licences are a different form of occupation agreement and offer fewer rights to occupiers than tenancies. We use licences in a variety of settings for instance (but not limited) in some hostels and refuges.

9.3 We only issue excluded licences which excludes the licence from the [Protection from Eviction Act 1977](#) meaning we do not require a court order for the occupant to be evicted. We'll use excluded licences in hostel accommodation with shared cooking facilities, and where the law otherwise allows.

9.4 We may have some current residents with a Non excluded licence which is covered by the [Protection from Eviction Act 1977](#) and the occupant can only be evicted by court order.

9.5 We no longer issue an AST to residents moving into in temporary accommodation however we may still have some residents currently living in these homes with this type of tenancy.

10 Properties used for temporarily decanting tenants

10.1 If we are required to move a resident on a temporary basis, we will use a temporary tenancy that does not provide any security of tenure. The resident will retain their main tenancy and we'll charge rent at their principle address (please refer to our Decant Policy).

11 Minors (Under 18s)

11.1 Under 18s cannot legally hold interest in land. We may provide accommodation by granting a licence (personal permission to occupy premises) or an Agreement for Tenancy (best interest tenancy). A full tenancy can then be granted to the minor when they turn 18.

12 Non-residential units

12.1 For non-residential units such as garages, parking spaces and sheds, we will use a licence agreement to allow occupation without any security of tenure.

13 Joint tenancies

13.1 A joint tenancy is where two or more people (legally up to four) have signed the tenancy agreement.

13.2 With joint tenants:

- Each tenant has the right to occupy the property
- A tenant cannot exclude the other tenant(s), unless they get an Occupation Order under the [Family Law Act 1996](#)
- Each tenant is jointly and severally (individually) liable for the tenancy and the rent – this means all are responsible for the whole tenancy.
- One tenant can end the tenancy by serving a valid notice to quit (unless the tenancy is within a fixed term)

- 13.3 We will grant a joint tenancy to new tenants where the nomination, referral, or direct application is made by a couple, and they meet our eligibility criteria.
- 13.4 We will not grant joint tenancies to family members other than partners, civil partners, or spouses, unless exceptional circumstances apply.
- 13.5 Where a sole tenant asks to add a joint tenant to their tenancy we'll consider the request based on the individual circumstances. You do not have a right to a new joint tenancy and we will only grant these in exceptional circumstances. Examples of the factors we may take into account when making our decision may include, but will not be limited to:
- The type of tenancy agreement you have
 - Our eligibility criteria
 - Whether there has been a previous succession
 - Any tenancy breaches or tenancy management concerns
- 13.6 Where a joint tenant requests to be removed from the tenancy, we will consider this based on your statutory rights and any rights set out in your tenant agreement. Rights will vary depending on the type of tenancy agreement you have.
- 13.7 In cases of domestic abuse where one tenant ends the tenancy we may offer the tenancy to the remaining tenant, provided they are eligible for our homes. They must require the size and type of accommodation.

14 Assignment

- 14.1 Assignment is the legal transfer of a tenancy. You can assign your tenancy if:
- The law says you can – a statutory or legal right, or
 - Your tenancy agreement says you can – a contractual right (this may require our permission)
- 14.2 An assignor is the tenant who passes on their tenancy. The assignee is the person taking over the tenancy.
- 14.3 An assignee will take on the rights, responsibilities, and terms of the assignor's tenancy (unless there are legal reasons that prevent this).
- 14.4 Where our permission to assign is required, we will not normally give permission to the assign if the assignee is not eligible under our lettings criteria or does not need the size and type of the home, or where there is an existing breach of tenancy.

15 Squatters and illegal occupiers

- 15.1 A squatter is a trespasser- someone who has entered or remained on the property without the consent of the person entitled to possession, i.e. the tenant, or landlord.

15.2 An illegal occupier is a person who entered the property with the consent of the tenant and remains there following termination of the tenancy. This will include for example:

- Unlawful subletting
- A person remaining in the property following death of tenant who has no entitlement to succeed.
- A person who was an assured joint tenant but the other party gave us notice to quit to end the tenancy.

15.3 We will take action to evict illegal occupants from our property. Squatting is a criminal offence and those people risk being arrested if they do not leave the property.

16 Diversity and inclusion

16.1 We have carried out an Equality Impact Assessment to consider the positive and negative impacts this Policy may have on people with protected characteristics under the [Equality Act 2010](#). We have also taken into account our obligations under the public sector equality duty in drafting this Policy.

17 Delegated authority

17.1 The Executive Team has delegated authority for the issuing of tenancies to officers, the signing of legal notices to managers and the serving of legal notices to officers. Any tenancy ending by way of eviction must be authorised by the Housing Director and Chief Executive, or two directors where the Chief Executive is absent:

Exceptional circumstances

- We work with local authority partners when we let our homes and may issue different types of tenancy to reflect the needs of the individual. This will be agreed in conjunction with the local authority and the Allocations Manager or Head of Service.
- We will comply with any instructions from the county court following legal actions. An example may include demoting tenancies or assigning joint tenancies.
- We reserve the right to issue tenancies outside the principles and guidance of this policy where there are grounds to do so. This can only be approved by the Allocations Manager or Head of Service.

18 Monitoring

We will carry out tenancy audits during the lifetime of any tenancy to ensure the correct residents are living in the home. This will allow us the opportunity to see how the tenancy

is being maintained and identify any support needs to enable residents to live well in their home.

19 Review

- 19.1 We will review this policy every three years unless there are changes in law, regulation, guidance or operational issues that require an earlier review.

Summary of Key Material / Key Changes

- No longer issuing Fixed Term Tenancies – from 1 November 2024
- Applicants offered temporary accommodation will be offered a licence and no longer offered an Assured Shorthold Tenancy

RELATED POLICY DOCUMENTS AND SUPPORTING DOCUMENTS

Legislation

- Regulator of Social Housing Tenancy Standard
- Housing and Planning Act 2016
- Localism Act 2011
- Equality Act 2010
- Family Law Act 1996
- Protection from Eviction Act 1977

Related Policies

- Rents Policy
- Housing Options
- Decant Policy
- Succession Policy

Appendix

- Appendix 1 – Management of existing fixed term tenancies

Forms

- N/A

Appendix 1 - management and conversion of fixed term tenancies - social and affordable rent homes (general needs and sheltered)

West Kent no longer usually issues fixed term tenancies for new tenants but we still have some tenants on fixed term tenancies.

If you are managing your fixed term tenancy appropriately and complying with the terms of your tenancy agreement, we will convert your tenancy to an assured (lifetime) tenancy. This may take place during the assessment period towards the end of the fixed term tenancy or while you are still within the fixed term of your tenancy.

We may offer you a new tenancy of a different home if the home you are in is no longer appropriate for you.

In the following circumstances we will not convert your existing tenancy or offer you another tenancy:

- There has been a persistent or serious breach of tenancy
- There are arrears of more than eight weeks rent
- There is evidence of tenancy fraud or illegal subletting
- The property is not being occupied as the only principal home.

We'll make a decision at least six months before the end of the fixed term as to whether we'll renew the tenancy as an assured tenancy or we'll recover possession, unless enforcement action is taken sooner.

At least six months before a fixed term tenancy ends, we will advise you in writing that we are either going to grant another tenancy on expiry of the existing fixed term or that we propose to end the tenancy.

Where we are not offering a new tenancy at the end of the fixed term, we will provide reasons for our decision. We will provide advice and where appropriate work with other agencies to maximise opportunities for you to find accommodation elsewhere and provide details of how the decision can be appealed.

You will have the right to appeal against a decision not to grant another tenancy on the expiry of the fixed term. We will advise you of your right to appeal when we send you written confirmation that will be ending your tenancy. Tenants will have the right to appeal our decision within 21 days of the notice being served.

Appeals will be considered by an internal appeals panel.

An appeal will consider any new information alongside the evidence considered at the original decision. If the appeal finds that the original decision was not made in accordance with our policy the decision will be overturned.

Where a decision is made not to renew the tenancy, we may use the range of powers available in line with the tenancy agreement and the law to bring the tenancy to an end.