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# Tenancy Policy

In this policy, Flagship Group' ('we') includes Flagship Group trading as Victory Homes, Newtide Homes and Samphire Homes.

|                                   |                               |
|-----------------------------------|-------------------------------|
| <b>Department</b>                 | <b>Housing</b>                |
| <b>Policy Owner</b>               | <b>Managing Directors</b>     |
| <b>Approved Date</b>              | <b>January 2023</b>           |
| <b>Date for Renewal</b>           | <b>January 2026</b>           |
| <b>Legal Advice From</b>          | <b>In-house counsel</b>       |
| <b>Equality Impact Assessment</b> | <b>Completed January 2023</b> |
| <b>Version Number</b>             | <b>1.2</b>                    |

## Purpose and scope

This policy outlines:

1. The different types of tenancies Flagship Group will offer and the circumstances under which each tenancy type will be granted.
2. How we will ensure a consistent approach to tenancies and make the best use of our properties.
3. Our approach to managing tenancies is to ensure our tenants can enjoy their homes and be part of a sustainable community.

## Offering tenancies

We'll only offer a tenancy to someone who has the right to rent – this means people that:

1. Can provide evidence they are a British or Irish citizen;
2. Are a citizen from the European Economic Area with a settled status; and
3. Have a right of abode in the UK or have been granted indefinite leave to remain settled status, including those who have received settled status via the European Union Settlement Scheme or have no time limit on their stay in the UK.

We'll offer tenancies which suit the purpose of the accommodation, the needs of you and your household, the sustainability of the community and make efficient use of our homes.

Survivors of domestic abuse will not lose their right to a lifetime tenancy, which they may have held before moving to temporary accommodation.

## Types of tenancies

Below are the types of tenancies available and the circumstances in which they would be used:

### Starter Tenancy

A periodic starter tenancy is offered for a period of 12 months unless you have previously held an assured or secure tenancy (post 1 April 2012). When the starter tenancy period has been successfully completed, the tenancy will convert to an assured tenancy.

We may extend a starter tenancy from 12 months to 18 months if there are concerns about how the tenancy is being managed. We'll notify you in writing of any decision to extend or terminate a starter tenancy and explain the reasons for this decision.

You may request a review of our decision. You must write to us within 14 days of our decision, and we will respond within 14 days. If you are unable to request a review in writing, then reasonable adjustments will be made.

### Assured Tenancy

New tenants who have the right to a lifetime tenancy (they will have held an assured or secure tenancy continuously since 1 April 2012) will be offered an assured tenancy. There are some exceptions where we will not offer an assured tenancy; see below.

### Assured Shorthold Tenancy

We'll only offer these as a short-term solution to a housing problem.

### Equitable Assured Shorthold Tenancies

These are only offered to those under the age of 18. A guarantor will be required for this type of tenancy until the tenant reaches 18 years old, at which point the tenancy will convert to a starter tenancy

### Licences

Where there is no other suitable legally compliant alternative (e.g. shared accommodation where tenants do not have exclusive possession of the property or section 209 licences for temporary accommodation), we will offer a licence.

### Fixed Term Tenancy

We used Fixed Term Tenancies where a nominated tenant has limited leave to remain, in which case, we will seek to offer a Fixed Term Tenancy for a length of time appropriate to a tenant's immigration status.

For fixed-term tenancies already in place, we will carry out a review at least six months before the end of the fixed term to determine whether we will grant an assured tenancy or end the tenancy.

We may decide not to offer another tenancy to you in the following situations:

- There has been a change to your household, which means the household is under occupying the property by one bedroom or more or overcrowding the property
- The property is adapted and isn't suitable anymore for your needs
- You haven't conducted yourself satisfactorily as a tenant, i.e. you have rent arrears or have been involved in anti-social behaviour.

When considering whether to end a tenancy, we will consider the support needs of your household. If we decide to end the tenancy, you will be given at least 6 months' notice stating the reasons why.

1. You may request a review of our decision. You must write to us within 14 days of our decision
2. and we will respond within 14 days. If you are unable to request a review in writing, then
3. reasonable adjustments will be made.

## Tenancy changes

We aim to keep our tenant data as up to date as possible to comply with the Data Protection Act 2018, for Health and Safety reasons, and to understand who is living in our homes. To aid this we may check who is living in the home by completing a home visit and tenancy audits. Home visits may be unannounced to assist in the identification of fraud.

We ask you to keep us updated on any household changes such as people moving in and out, new members of the family, bereavements, and name changes.

If you are no longer living in one of our homes but are named on a tenancy, we may use open-source data (such as social media searches) or tracing agents to locate you. We may need to locate you to ensure the necessary legal paperwork can be completed to remove you from the tenancy agreement and release you from your tenancy obligations.

## Decanting

A decant is where we temporarily move you out of your home. This could be for planned works or as a result of an emergency such as a flood or fire. Whilst the duty to house anyone who is homeless is with the Local Authority, we will help our tenants, where possible to move to suitable accommodation.

We'll work with you to identify the most suitable alternative accommodation and make the necessary arrangement for you to move out and return to your home as quickly and easily as possible.

We'll cover any reasonable out-of-pocket expenses you incur due to the decant, such as moving costs, the connection of appliances etc. If you have a pet, we will try to find alternative accommodation that is suitable to accommodate your pet, but in the event that we are unable to, it is your responsibility to rehome any pets temporarily.

You'll only have to pay rent on one property, and we will explain what utilities you will need to set up and pay for. You'll need to meet all the obligations under your existing tenancy in your temporary home.

In limited circumstances, a decant may become a permanent move, for example where we both agree that the temporary home you have moved to is more suitable for your needs.

## Death of a Tenant

If you live with a tenant who passes away, you may be entitled to take on the tenancy. This will depend on the type of tenancy, the rights the tenancy gives, whether the tenancy has been passed on previously and how long you have lived at the property. This can be known as succession or survivorship.

If you succeed to a tenancy but the home is larger than required for your needs or has adaptations that you do not need, we will support you to find alternative accommodation. If you refuse to move, we may consider taking legal action to free up the home for those in priority need of a home of that size.

If you do not have the right to take on the tenancy, then we may use our discretion to grant a new tenancy to you, at the same property or at a different property. In this case, we will consider the following:

- We'll consider the type of tenancy held and your relationship to the deceased;
- Whether you would have been offered that type of property under our Allocations and Lettings Policy, i.e. it's suitable in terms of size and affordability;
- Whether you were a carer of the deceased tenant or you were cared for by the tenant who has died;
- The length of time that this property has been your permanent home;
- Whether the property has been adapted for your needs.

When a tenant leaves their tenancy in their will, this is technically not a succession. If a tenant who has died who had an assured tenancy leaves his/her tenancy in their will to somebody who does not meet Flagship Group's qualification criteria for a succession, we will use Ground 7 of Schedule 2 of the Housing Act 1988 (which is a mandatory ground) to recover possession of the property.

If someone remains in a property with no right of succession and refuses to vacate, we will take legal action to recover possession of the property and charge them a 'Use and Occupation' fee.

### Tenancy breaches and sustainment

A tenancy breach is where the terms of the tenancy agreement haven't been met. Breaches may include but are not limited to:

- Poor condition of property or garden;
- Hoarding;
- Running a business from the home without consent;
- Animal nuisance; and
- Tenancy fraud such as abandoning your home or sub-letting.

We act on any tenancy breaches to assist tenants in sustaining their tenancy, create sustainable communities, protect our homes, and identifying tenants that may need support. To sustain tenancies, we'll use our discretion on whether to act on any tenancy breach, considering the impact on neighbours, the community and us before proceeding.

As a landlord, we are not always the appropriate agency to resolve the breach and/or provide support to the tenant. In these circumstances, we will signpost and/or make referrals to other agencies and we expect tenants to engage in support offered to sustain their tenancy.

Any breaches relating to rent debt or anti-social behaviour are not covered by this policy – please refer to our Rental Income Policy or Anti-Social Behaviour Policy

## Ending tenancies

We'll intervene early with a supportive and partnership approach before enforcement action unless the situation requires enforcement action due to risk that cannot be reduced in another way. Taking possession of a home from a tenant is the last resort for us; however, in some cases, this is the only appropriate action left to take.

We'll ensure all legal action taken is reasonable and proportionate and that we take into consideration equality and human rights issues.

In addition, if a tenant at risk of eviction has children in the household or is an adult at risk, we'll consider if a safeguarding referral is also required.

We have signed up to the National Commitment to Refer Scheme meaning that we have committed to referring a tenant, who is at risk of eviction, to the local authority homelessness team.

## Further information about this policy

This policy replaces the Flagship Homes Tenancy Policy (2018), the Victory Housing Trust Tenancy Policy (2018), and the Suffolk Housing Tenancy Management Policy (2017).

Our Allocations and Lettings Policy and Mutual Exchange Policy support this policy. This Policy will be reviewed as necessary, and at least every three years.

An equality impact assessment was completed and this policy is not deemed to have any unmitigated negative impacts.

## Version Control

Note: minor updates increase version number by 0.1; major updates increase version number by 1.0.

| Version                | Detail                                                                                                                                                                                                                                            | Approved by                                                | Date         |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------|
| 1.0 dated August 2021  | First issue adopted across Flagship Group                                                                                                                                                                                                         | Local housing boards for Newtide, Samphire & Victory Homes | August 2021  |
| 1.2 dated January 2023 | <p>Updated policy adopted;</p> <p>An update to use Fixed Term Tenancies when there is a limited leave to remain.</p> <p>To include our approach to tenancy changes, decanting, tenancy breaches and sustainment, and how tenancies are ended.</p> | Local housing boards for Newtide, Samphire & Victory Homes | January 2023 |