

North Yorkshire Council Tenancy Policy

Contents

1. Introduction	1
2. Scope of the Policy	1
3. Granting of Council Tenancies	2
4. Review of Introductory Tenancies	3
5. Variations to Tenancies and Termination	4
6. Mutual exchange.....	5
7. Legal Assignment and Succession	6
8. Tenancy Sustainment.....	7
9. Rents	8
10. Anti-Social Behaviour	8
11. Tenancy Fraud.....	9
12. Miscellaneous	9
13. Complaints	9
14. Equality and Diversity	9
15. Policy Review	10
Glossary.....	11
Appendix A – Tenancy Types	12
Appendix B – Introductory Tenancy Review Criteria	13
Appendix C – Grounds for Refusal of a Mutual Exchange Application	15

1. Introduction

- 1.1 The Regulatory Framework for Social Housing in England from April 2012, published by the Homes and Communities Agency (now Homes England) in March 2012, requires the Council to publish clear and accessible policies, which outline their approach to tenancy management in social housing, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud. The Regulatory Framework specifies what should be included in a tenancy policy.
- 1.2 The Tenancy Policy is written in line with the council's Tenancy Strategy, the objectives of which are:
- Affordability
 - Sustainability and;
 - Accessibility
- 1.3 The policy sets out our approach to tenancy management, tenancy support and tenancy types offered for council housing tenants and future tenants.
- 1.4 In implementing the policy we comply with the relevant legislation, including, but not exclusively: the Housing Act 1996, the Homelessness Act 2002, the Data Protection Act 2018, the Human Rights Act 1998, the Equality Act 2010 and the Localism Act 2011. We also take due account of Case Law, best practice and government Regulations and Guidelines such as The Charter for Social Housing Residents.

2. Scope of the Policy

- 2.1 This Tenancy Policy applies to North Yorkshire Council's own housing stock under Part VI Housing Act 1996 in accordance with the Council's published Allocation Policy. Those people to whom the Council may owe a duty to secure accommodation under the homelessness provisions of Part VII Housing Act 1996 or Homelessness Reduction Act 2017 will be granted non-secure tenancies or licences where they are accommodated in a Council Hostel and are not covered by this policy.

Any reference to the 'Council' means North Yorkshire Council.

- 2.2 The Policy covers the following matters:
- [The Granting of Council Tenancies;](#)
 - [The Monitoring and Review Of Introductory Tenancies;](#)
 - [Variations To Tenancies and Termination](#)
 - [Mutual Exchanges](#)
 - [Legal Assignment and Succession Rights](#)
 - [Tenancy Sustainment](#)
 - [Rents](#)
 - [Anti-Social Behaviour](#)
 - [Tenancy Fraud](#)
 - [Complaints](#)
 - [Equality And Diversity](#)

3. Granting of Council Tenancies

- 3.1 This policy relates to the allocation of social (Council) housing under Part VI Housing Act 1996 in accordance with the Council's published Allocation Policy.
- 3.2 Those people to whom the Council may owe a duty to secure accommodation under the homelessness provisions of Part VII Housing Act 1996 or Homelessness Reduction Act 2017 will be granted non-secure tenancies or licences where they are accommodated in Council owned dwellings including hostels and any which may be designated specifically for rough sleepers. Offers of non-secure accommodation are not allocations under Part VI Housing Act 1996.

Joint Tenancies

- 3.3 An applicant can make an application for a joint tenancy with their spouse or civil partner (this includes cohabiting partners in a long-term committed relationship who have resided together for at least 12 months) provided that they are eligible and meet the qualification criteria set out in the Council's Allocation Policy.
- 3.4 *The Council recognises that situations may arise when joint applications for tenancy will be made by persons who are not partners (as described above). Any request for such a tenancy will be considered depending on the individual circumstances of the case. It will also further be subject to the eligibility and qualification criteria set out in the Council's Allocation Policy.*

Tenancy Types Offered

- 3.5 A summary of the types of tenancy offered by the council is included at [Appendix A](#)
- 3.6 **Introductory tenancies will be offered to all New Council Tenants**
- North Yorkshire Council operates an Introductory Tenancy Scheme, under the Housing Act 1996. Under s.124 Housing Act 1996, in general, all new tenancies granted by the Council will automatically be introductory tenancies.
- 3.7 All new council tenants will be offered an introductory tenancy for the trial period of 1 year, with the potential to extend the trial period by a further six months. The tenancy will continue to be an introductory tenancy during the trial period.
- 3.8 New council tenants are those people who will have received an offer of an allocation of housing under Part VI Housing 1996 under the council's Allocation Policy but are not already secure tenants of a Council or assured tenants of a Registered Provider.
- 3.9 At the end of the Introductory Tenancy, subject to review, a secure lifetime tenancy will be offered.

3.10 **Flexible (fixed-term) tenancies**

Whereas existing flexible tenancies will continue until their natural expiry or earlier determination by either party, going forward the Council intends to grant periodic rather than fixed term tenancies to all new tenants as well as to those former flexible tenants whose tenancy falls for renewal. This approach to tenure is considered to be right at the present time but will be reconsidered upon the policy review mentioned below.

3.11 Tenancy Start Date

Your tenancy starts on the date indicated at the start of this document in the Beginning of tenancy (Day / Date) section and rent will be due from this date. This may be part of a full week, and this means that if you started your tenancy on any day other than a Monday your first rent payment will be worked out in proportion to the number of days that week that you held your tenancy. In this case the first full week's rent will be due from the following Monday.

4. Review of Introductory Tenancies

4.1 All new Council tenancies are automatically introductory tenancies for the first 12 months of the tenancy (the introductory trial period). During this period, the tenancy does not have the same protection as a secure tenancy. The tenancy can be terminated, by order of the court, on the mandatory ground under s.127 Housing Act 1996, subject to service of notice, and the tenant's right to review.

4.2 The Council will use the introductory tenancy trial period to carefully assess the suitability of introductory tenants. If successful, the tenant will be offered a lifetime secure tenancy.

4.3 If this introductory trial period is not satisfactorily completed, the Council:

- can extend the introductory trial period by up to 6 months (in extending the introductory period, the Council is not providing any security of tenure);
- or seek possession upon the mandatory basis at any time before the end of the introductory trial period or extended introductory trial period.

4.4 If no action is taken to terminate the tenancy within the introductory trial period or extended introductory trial period, then the tenancy will automatically become a secure tenancy in accordance with the agreement.

Monitoring Introductory Tenancies

4.5 The Council requires introductory tenants to positively demonstrate, by their conduct during the introductory trial period, that they are suitable recipients of a secure tenancy. This means the Council expects Introductory Tenants to wholly comply with all the tenancy terms during the introductory trial period.

4.6 Any problems or potential problems with compliance with the tenancy terms and conditions will be investigated by the council and brought to the Tenant(s) attention at the earliest opportunity, recorded on the housing management file and the Tenant will be reminded of their obligation to comply with their tenancy agreement and the potential consequences of not doing so.

4.7 At least 8 weeks prior to the end of the introductory trial period, a formal introductory tenancy review should be completed.

4.8 If, because of monitoring at any point during the introductory trial period, the Tenant(s) has failed to wholly or substantially comply with all the tenancy terms, then the Council should either:

- Extend the trial period by 6 months; or
- Serve a Notice of Proceedings of Possession

4.9 Whatever the decision, the tenant will be informed of their right to a review and of the appeals process.

Appendix A

Monitoring and Review of Extended Introductory Period

- 4.10 Where the introductory trial period has been extended, the council will continue to monitor the Introductory Tenant(s) compliance with their tenancy agreement for the remainder of the extended introductory trial period.
- 4.11 At least 8 weeks prior to the end of the extended introductory trial period, a further review will be undertaken as to whether to allow the tenant to progress to a secure tenancy or whether a Notice of Proceedings of Possession should be considered to terminate the tenancy. The decision to take action to terminate the tenancy must be proportionate to the circumstances of the case.

Notification of Review Decision and Right to Review

- 4.12 The Tenant(s) will be notified in writing of the outcome of the decision on the review, and whether:
- (a) the tenancy will be terminated; or
 - (b) the tenancy will be extended for 6 months and reviewed again (a tenancy may only be extended once); or
 - (c) No further action will be taken at that time.

Successful Completion of Introductory Tenancy Period

- 4.13 On the successful completion of the initial or extended trial period, the tenant will automatically become a secure tenant (see Appendix A) according to the original offer of tenancy.

5. Variations to Tenancies and Termination

Termination by the tenant

- 5.1 A tenant may end their tenancy at any time by giving the Council at least four weeks written notice. There is no particular form of notice required and notice may be given by letter, but it must be clear that the tenant's intention is to end the tenancy. However, to support an efficient termination process and ensure all necessary information is captured (such as forwarding addresses and contact details), tenants are encouraged to use the Council's standard termination form. This helps avoid delays and reduces the need for follow-up contact. Whatever form of notice is used, it must clearly state the date the tenancy will end and provide at least four weeks' notice from the date it is received by the Council.
- 5.2 Failure to give proper notice will leave the tenant responsible for rent and other charges.
- 5.3 In the case of a joint periodic tenancy, either tenant can end the whole tenancy, without the consent of the other. The Council may, in its absolute discretion grant a replacement tenancy to the remaining sole tenant, taking into account all the circumstances of the case.
- 5.4 In respect of any residual flexible tenancies, then 4 weeks' notice must be given in writing by both tenants and in accordance with any tenancy terms.
- 5.5 The Council may, at its discretion, accept a shorter period of notice than 4 weeks. In this case, to ensure certainty, the Council should write to the tenant accepting the short notice. This would be treated as a surrender of the tenancy.
- 5.6 Tenants will be required to make good any damage and must allow the Council to inspect the property before they leave. In default, the Council will carry out any repairs and may re-charge

Appendix A

these to the former tenant. In these circumstances a surrender of the tenancy would not be accepted.

- 5.7 At the end of the four weeks' notice period, tenants must vacate their home and hand all keys back in accordance with the tenancy agreement and handbook. All rent due must be paid. All family members, occupants and pets must also leave the property at this time. Where unauthorised occupants are left in occupation legal proceedings will commence for vacant possession of the property.

Termination by the Council

- 5.8 The Council may commence termination of secure tenancies at any time by seeking possession upon any of the statutory grounds set out in the Housing Act 1985 from time to time. This includes the mandatory ground for possession on the grounds of ASB in s.84A Housing Act 1985.
- 5.9 The Council may also terminate a tenancy by Notice to Quit upon the death of the tenant where there is no successor. In some situations, this may require the Council to apply to the Office of The Public Trustee.
- 5.10 The Council may also terminate a tenancy which ceases to be secure, for example by reason of the tenant condition not being satisfied (e.g. where the tenant has ceased to occupy the property as his only or principal home or has sub-let or parted with occupation of the property).
- 5.11 The Council may also commence the termination of tenancies for the purpose of demolition, redevelopment, repair or improvement or in accordance with the Council's policies and procedures.

6. Mutual exchange

- 6.1 This section sets out the policy relating to mutual exchanges under Section 92 of the Housing Act 1985 (dealing with assignments), and requests for transfer under s.158 Localism Act 1996. Introductory tenants are not able to request mutual exchange.
- 6.2 Homeswapper and similar sites enable existing social housing tenants (this means tenants of councils and housing associations) the opportunity to swap their home with another, often called 'mutual exchanges', once they have the permission of all landlords involved.

Responding to Requests for Mutual Exchange

- 6.3 The Council will respond to mutual exchange applications within 42 days of the application, or the Council cannot rely on the grounds for refusal set out in Schedule 3 of the Act.
- 6.4 The Council will only refuse a request for a mutual exchange for a limited number of reasons, which are defined by law (*The Housing Act 1985 Schedule 3, as amended by the Housing Act 2004*) (included at Appendix C).

Additionally, further conditions could be appended to exchange agreements where the following are true:

- the exchange will result in under-occupation
- where there are rent arrears or other breaches of tenancy (e.g. ASB) until the arrears are cleared or the ASB issues resolved
- where the property to be vacated has not been kept in a good condition

Appendix A

- 6.5 If the Council refuses consent for a mutual exchange, the Council will give the full reasons for this. There is a right of review against this decision.

Grant of Tenancy by Mutual Exchange

- 6.6 A mutual exchange operates by assignment of the tenancy under s.92 Housing Act 1985. It is the tenancy to which secure status under Pt. 4 Housing Act 1985 attaches, although that status as a successor travels with the individual under s.88(3) Housing Act 1985.
- 6.7 Accordingly, in most cases, new tenants by way of mutual exchange do not need to sign a new tenancy agreement as they will automatically become tenants under the original tenancy (see Assignment below). The new tenant's full details should however be obtained for the Council's records.

7. Legal Assignment and Succession

Assignment

- 7.1 An assignment is where a tenancy is transferred to another person. The incoming tenant (assignee) 'steps into the shoes' of the outgoing tenant (assignor) and occupies under the same terms, taking on the rights and responsibilities of the tenancy.
- 7.2 Section 91 of the Housing Act 1985 allows assignment under the following three grounds:
- Assignment by way of exchange (mutual exchange), as referenced within clauses 6.1 to 6.7 of the Policy.
 - Assignment to someone who would be qualified to succeed the tenant on the tenant's death
 - Where a court makes a Property Transfer Order in connection with matrimonial proceedings or civil partnership proceedings, or proceedings under the Children Act 1989.
- 7.3 Introductory and secure tenants have the right to assign the tenancy to a person who has a statutory right of succession to the tenancy (see below).
- 7.4 The Council must be satisfied that the assignee would be entitled to succeed to the tenancy upon the tenant's death. An assignment of a tenancy will count as succession to the tenancy and so no further succession rights will arise after the assignment of a tenancy.

Joint tenants cannot assign to one another.

Succession

- 7.5 A succession is where a tenancy is transferred to another person following the death of the tenant. There can only be one statutory succession to a council tenancy.
- 7.6 In all joint tenancy cases, the surviving tenant of that joint tenancy will automatically take over that tenancy, but no-one else will be able to succeed when that person dies.
- 7.7 The type of succession rights that a tenant of the council will have will depend on when the tenancy commenced, either before 1 April 2012 or after that date and will depend on the type of tenancy they have. Introductory tenants' succession rights are limited by sections 131 to 133 of the Housing Act 1996. The rules as to succession by flexible tenants are different again and contained within the Housing Act 1985. Secure tenants' succession rights are dependent on when the tenancy started, either before 1st April 2012 or after that date.

Appendix A

- 7.8 The Localism Act 2011 allowed local authorities to limit the rights of succession to spouse/civil partner (and those living as partners or spouses) only, for tenancies commencing on or after 1 April 2012. For those tenancies which commenced prior to 1 April 2012, if there is no surviving spouse or civil partner, statutory succession rights are extended to a family member who may be able to demonstrate that they had been living at the home continuously for at least the 12 months prior to the tenant's death.
- 7.9 In addition to the date when the tenancy agreement was signed, for those council tenants who commenced their tenancies with Selby District Council, Harrogate Borough Council or Richmond District Council, their succession rights will vary according to the provisions within those tenancy agreements.
- 7.10 Any other secure tenants of the council will have statutory succession rights only as was envisaged by the Localism Act 2011 and in accordance with the rights which have been operating since 1 April 2012 (as mentioned in paragraph 7.7 above).
- 7.11 Where the right of succession does not arise, the council retains a discretion in certain circumstances to grant a new tenancy to a close family member (as defined in the North Yorkshire Council's Allocations Policy) provided that that person resided with the deceased tenant at the deceased tenant's home for at least 12 months prior to the deceased tenant's death, and subject to a move to alternative accommodation should the succession result in an under occupation of the premises.) That discretion will be exercised in accordance with the eligibility and qualification criteria set out in the North Yorkshire Council's Allocations Policy.
- 7.12 A person seeking a right of succession will be required to provide to the council documentary evidence that he/she lived at the property for at least 12 months ending with the tenant's death.

8. Tenancy Sustainment

- 8.1 The Council has over 8300 social rented properties and is committed to ensuring that tenants are well informed about their rights, responsibilities and how to access services. A wide range of information will be available to them.
- 8.2 The Council will, through its Tenant Involvement Strategy, keep tenants informed of the issues which affect them and their homes and communities, and the Council will work to ensure residents have a proper say in decision making.
- 8.3 The Council will support tenants to sustain their tenancies; this includes working closely with support workers where appropriate and assisting tenants to manage their finances.
- 8.4 The Council recognises that tenants can become vulnerable at any point in their tenancy for a number of reasons such as illness, age or financial difficulties and where we are made aware of difficulties we will, as a responsible landlord, provide appropriate support.
- 8.5 Ending a social housing tenancy and seeking possession for a breach of tenancy conditions is always a last resort and is only considered after support has been offered but has been declined or failed. Even once possession is being pursued, support will continue to be offered and throughout any possession proceedings, tenants will be clearly advised of the seriousness of the situation and of their legal rights

9. Rents

Social Rents

- 9.1 Most of our properties will be rented at ordinary social rent levels. This is calculated using the value of the property and the average earnings in the area. The Council agrees rent increases each year that usually follow the Government's rental policy statement. Some homes also attract service charges in relation to various services that occupiers would usually have to provide or pay for themselves, e.g. heating, caretaking, communal area cleaning and window cleaning. These service charges will be set annually, based on actual costs.

Affordable Rents

- 9.2 The Council intends to develop new homes either to replace homes that are no longer sustainable, or to increase opportunities to help more people in housing need. In line with the national "Affordable Rent" model, these homes may be charged at rents (including any service charges) that are up to 80% of the open market rent in the area but will not be above the maximum level applicable for housing benefit. In practice, affordable rents will be set at a level affordable to local people, where 'affordable' means that no more than 40% of income should be spent on housing costs.

Rent Collection Period

- 9.3 All rents will normally be charged and collected over a 52-week period, including any traditionally non-chargeable weeks. Tenants with legacy flexible tenancies issued by the former Selby District Council may remain on a 48-week rent collection cycle unless, or until their tenancy is converted to a secure tenancy (at which point it will convert to a 52-week rent collection period). In such cases, the annual rent will be charged over 48 weeks, with four rent-free weeks allocated during the year.

10. Anti-Social Behaviour

- 10.1 'Anti-social behaviour' is a broad term for describing different types of behaviour but for the purposes of this policy we use the definitions provided by the Anti-Social Behaviour Crime and Policing Act 2014, namely:
- conduct that has caused, or is likely to cause, harassment, alarm or distress to any person; or
 - conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises; or
 - conduct capable of causing housing-related nuisance or annoyance to any person; or
 - conduct which is having a detrimental effect, of a persistent or continuing nature, on the quality of life of those in the locality; and which is unreasonable.
- 10.2 We expect our tenants to behave responsibly and with consideration and not to commit or allow their family, household members, visitors or pets to commit acts of ASB. This includes harassment, nuisance, annoyance or disturbance, whether to other residents, their visitors or other people in the area including council employees and contractors working on our behalf. These expectations are clearly set out in the tenancy agreement and are fully explained to all new tenants at sign-up.

North Yorkshire Council will take action against tenants in cases of anti-social behaviour.

11. Tenancy Fraud

- 11.1 We will not tolerate fraud which allows applicants for social housing to prioritise themselves unfairly over other applicants and we will stipulate this within our revised tenancy agreement.
- 11.2 Tenancy fraud includes, but is not restricted to, incorrect or false information being provided on an application for housing, or where a succession has been requested. Action may include loss of the home, in which case an application as homeless may be turned down following assessment as the loss may be deemed to be intentional.

12. Miscellaneous

- 12.1 **Management Transfer of properties** The Council may need to undertake major works to a property, in which case may require the tenant to move to an alternative property. If this does happen this may affect the tenants' right of succession and assignment.
- 12.2 **Property Condition** The Council will ensure that its properties are maintained to good state of repair and are fit for human habitation.

13. Complaints

- 13.1 The Council will deal with all tenancy related complaints in accordance with the Housing Ombudsman's Code for Complaint Handling.
- 13.2 The Council will regularly report on its complaints performance and publish any outcomes and lessons learnt in correspondence with tenants and its annual report.
- 13.3 Tenants will regularly be reminded of the complaints procedure and signposted to the various means of complaining, as well as being provided with details of the Housing Ombudsman's Code for Complaint Handling and the Ombudsman's contact details.

14. Equality and Diversity

- 14.1 **Accessibility** – we are committed to ensuring that our services, policies and properties are accessible to all. Our reasonable adjustments policy means that we will take any reasonable steps to ensure that those who require additional support to contact us can do so easily. We will regularly collect and monitor equalities information, to ensure that no one will be treated any less favourably than anyone else because of age, disability, gender reassignment, marital status and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.
- 14.2 **Adaptations** – we are committed to ensuring that tenants are allocated homes which meet their needs but that, thereafter, should their needs change, the Council will provide assistance in terms of housing adaptations and/or transfers to suitable properties.

15. Policy Review

- 15.1 This Tenancy Policy will be subject to regular review and any changes will be agreed with the relevant Executive Member. Any significant changes will be consulted on, and an impact assessment completed.

DRAFT

Glossary

Assignment	This is passing on a tenancy to someone else. This can only be done with our written permission and usually only to someone with a right of succession. The only exceptions are if a court orders an assignment because of a relationship breakdown, or if tenants are exchanging their homes (mutual exchange).
North Yorkshire Allocation Policy	A single allocation policy, which determines who is eligible for housing and the priority they are given, operates across North Yorkshire.
Succession	This is the process by which the tenancy can, in certain circumstances, be passed on to another person, if certain conditions are met.
Rents	
<i>Affordable rent</i>	An affordable rent is a rent up to 80% of the market rent. This term is only used for those properties built with grant funding from Homes England which we have agreed to let at this level of rent.
<i>Intermediate/sub-market rent</i>	Intermediate and sub-market rents are below a market rent
<i>Market rent</i>	A market rent is the rent of a similar properties let on the open market
<i>Social rent</i>	A rent that is calculated by a formula set by the Government that takes into account value, size and local earnings
Tenancies	
<i>Introductory Tenancy</i>	This is a probationary tenancy granted to new tenants for a period of 12 months. If the tenant conducts the tenancy satisfactory then they will be granted a Secure Tenancy. If they do not comply with the tenancy conditions the probationary tenancy can be extended up to a total of 18 months or the tenancy can be terminated through a possession order from the courts.
<i>Secure Tenancy</i>	This is a tenancy which gives the tenant long-term security. We can only evict the tenant if we get a possession order from the courts.
Tenancy Strategy	Under the localism Act 2011, all local authorities must have a tenancy strategy setting the type of tenancies it will offer, the length of any fixed term and what happens at the end of the fixed term.

Appendix A

Appendix A – Tenancy Types

Type of Tenancy	Relevant legislation	Brief description
Non-secure tenancies	Common law Protection from Eviction Act 1977 Schedule 1 Housing Act 1985 s.89 Housing Act 1980	Certain types of tenancy cannot be secure tenancies. These are specified in Schedule 1 of the Housing Act 1985 and include tenancies granted to homeless persons and asylum seekers, and properties let to the Council for use as temporary housing accommodation under Sch.1, paragraph 6 of the Housing Act 1985. These will also be used in accommodation owned by the Council to support rough sleepers or those at risk of rough sleeping.
Service licences	Common Law Protection from Eviction Act 1977 Schedule 1 Housing Act 1985 Ground 7 Sch 2 Housing Act 1985	Service licences or non-secure tenancies may be granted to persons in consideration of their employment (such as residential caretakers). Such persons will usually be service licensees or service tenants and will not have security of tenure. Service licences may also occasionally be used for very short-term arrangements. Legal Advice should be sought when considering such a licence.
Introductory tenancies	Housing Act 1996 Housing Act 1985	Introductory tenancies are subject to a 12 month ‘probationary’ or trial period during which the tenancy may be terminated on a mandatory ground as referred to in the Housing Act 1996 and in accordance with this policy. The trial period may also be extended by 6 months. All new Council tenancies are introductory tenancies.
Weekly periodic (lifetime) secure tenancies	Housing Act 1985	These are traditional Council tenancies, often known as lifetime tenancies, which last from week to week until terminated in accordance with specified Grounds for Possession (Schedule 2 Housing Act 1985) or where terminated following receipt of the required Notice to Quit from the tenant.

Appendix B – Introductory Tenancy Review Criteria

Event	Action
<p>Rent Arrears</p>	<p>In most, but not all cases where a tenant has accrued more than 8 weeks rent arrears this will usually justify the service of a Notice of Possession.</p> <p>In other cases, the Officer should consider:</p> <ul style="list-style-type: none"> (a) Whether the default has been remedied and any arrears cleared; (b) If not, whether the default will be remedied and the arrears cleared before the end of the trial period; (c) Whether the failure to pay rent has occurred once, or on several occasions; (d) The reasons for non-payment; (e) Whether the tenant(s) have kept to past promises of payment; (f) Whether the Tenant(s) are realistically likely or to be able to pay the rent promptly in advance in the future. <p>Where the tenant(s) has agreed to a repayment plan and has kept to that plan for at least 3 months, then they should be allowed to proceed to a secure tenancy.</p>
<p>Anti-social Behaviour</p>	<p>If the breaches of tenancy relate to ASB, then the Officer should take into account the ASB Policy generally.</p> <p>Serious breaches of tenancy will normally justify the service of a Notice of Possession. (see below).</p>
<p>Other serious breach of tenancy</p>	<p>If the breach(es) of tenancy are serious or on-going, then the Council will usually seek to serve a Notice of Possession and terminate the introductory tenancy following an order of the court prior to the formal review process.</p> <p>The Council will also usually seek to terminate the introductory tenancy where it considers that the tenant is objectively unlikely to be able or willing to comply substantially or fully with all of the terms of the tenancy agreement in future.</p> <p>In cases where the Council takes action to terminate an Introductory Tenancy then the tenant may be considered intentionally homeless in respect of any subsequent application for housing.</p>

Appendix A

Deterioration in condition of property	Officers will carry out an inspection of the property prior to concluding the review to assess the condition of the property and the tenant's compliance with the terms as to keeping the interior of the property in a reasonable condition .
Minor breaches of tenancy	<p>Where there are several breaches of tenancy, all of which are minor, or have not been remedied, then the Council considers that this may justify a 6-month extension of an introductory tenancy to continue to monitor the tenant's conduct. A single breach of tenancy which is more than minor may also justify extension of the introductory trial period or action to terminate the tenancy.</p> <p>In such cases, where an extension to the introductory trial period is made, the tenant(s) should be warned at the earliest opportunity that further breaches of tenancy, however minor, may result in action to terminate their tenancy during the extended trial period, before it becomes secure.</p>
Breaches of tenancy remedied	Where the breach(es) of tenancy have been remedied, and the Council considers that the tenant is objectively able and willing to comply with the tenancy agreement in future, then it may be appropriate to allow the tenant to progress to a secure tenancy.

DRAFT

Appendix A

Appendix C – Grounds for Refusal of a Mutual Exchange Application (as detailed in schedule 3 of the Housing Act 1985)

Ground 1

The tenant or the proposed assignee is subject to an order of the court for the possession of the dwelling-house of which he is the secure tenant.

Ground 2

Proceedings have been begun for possession of the dwelling-house of which the tenant or the proposed assignee is the secure tenant on one or more of grounds 1 to 6 in Part I of Schedule 2 (grounds on which possession may be ordered despite absence of suitable alternative accommodation), or there has been served on the tenant or the proposed assignee a notice under section 83 or 83ZA (notice of proceedings for possession) which specifies one or more of those grounds and is still in force.

Ground 2ZA

Proceedings have been begun for possession of the dwelling-house, of which the tenant or the proposed assignee is the secure tenant, under [section 84A](#) (absolute ground for possession for anti-social behaviour), or there has been served on the tenant or the proposed assignee a notice under [section 83ZA](#) (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour) which is still in force'

Ground 2A

Either—

(a) a relevant order, a suspended anti-social behaviour possession order or a suspended riot-related possession order is in force, or

(b) an application is pending before any court for a relevant order, a demotion order, an anti-social behaviour possession order or a riot-related possession order to be made, in respect of the tenant or the proposed assignee or a person who is residing with either of them.

A “relevant order” means—

an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour);

- an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour);
- an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords);
- an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998;
- an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003 or section 27 of the Police and Justice Act 2006.
- an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014;
- an order under section 22 of that Act.

Appendix A

- an “anti-social behaviour possession order” means an order for possession under Ground 2 in Schedule 2 to this Act or Ground 14 in Schedule 2 to the Housing Act 1988.
- a “demotion order” means a demotion order under section 82A of this Act or section 6A of the Housing Act 1988.
- a “riot-related possession order” means an order for possession under Ground 2ZA in Schedule 2 to this Act or Ground 14ZA in Schedule 2 to the Housing Act 1988.

Where the tenancy of the tenant or the proposed assignee is a joint tenancy, any reference to that person includes (where the context permits) a reference to any of the joint tenants.

Ground 2B

The dwelling-house is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.

Ground 3

The accommodation afforded by the dwelling-house is substantially more extensive than is reasonably required by the proposed assignee.

Ground 4

The extent of the accommodation afforded by the dwelling-house is not reasonably suitable to the needs of the proposed assignee and his family.

Ground 5

The dwelling-house:

(a) forms part of or is within the curtilage of a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and

(b) was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of:

- the landlord,
- a local authority,
- a development corporation,
- a housing action trust
- a Mayoral development corporation,
- an urban development corporation, or
- the governors of an aided school.

Appendix A

Ground 6

The landlord is a charity and the proposed assignee's occupation of the dwelling-house would conflict with the objects of the charity.

Ground 7

The dwelling-house has features which are substantially different from those of ordinary dwelling-houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house and if the assignment were made there would no longer be such a person residing in the dwelling-house.

Ground 8

The landlord is a housing association or housing trust which lets dwelling-houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to satisfy their need for housing and if the assignment were made there would no longer be such a person residing in the dwelling-house.

Ground 9

The dwelling-house is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs and a social service or special facility is provided in close proximity to the group of dwelling-houses in order to assist persons with those special needs and if the assignment were made there would no longer be a person with those special needs residing in the dwelling-house.

Ground 10

The dwelling-house is the subject of a management agreement under which the manager is a housing association of which at least half the members are tenants of dwelling-houses subject to the agreement, at least half the tenants of the dwelling-houses are members of the association and the proposed assignee is not, and is not willing to become, a member of the association.

Reference to a management agreement includes a section 247 or 249 arrangement, as defined by section 250A (6) of the Housing and Regeneration Act 2008.