



# TENURE POLICY

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# 1. Policy Statement

- 1.1** This Tenure Policy ensures that Eastlight Community Homes (hereafter ‘Eastlight’) lets our homes and manage our tenancies in a fair, consistent and transparent way. In addition, we will identify and tackle all types of tenancy fraud.

# 2. Scope

- 2.1** This Policy sets out our standards of practice for offering and managing tenancy agreements and meeting relevant legal and regulatory requirements, including the Tenancy and Rent Standards issued by the Regulator for Social Housing.
- 2.2** This Policy does not include homeownership (shared ownership and leasehold).
- 2.3** Tenancies are not offered to those under the age of 18. Schedule 1 (6) of the Law of Property Act 1925 prohibits a Minor (under the age of 18) to hold a tenancy. In certain circumstances, we may however offer an Equitable Tenancy.
- 2.4** The following policies should be read in conjunction with our Tenure Policy:
- Shared Ownership Policy
  - Empty Homes & Allocations Policy
  - Recharge Policy
  - Rent Policy.

# 3. Statutory & Regulatory Requirements

- 3.1** This Policy is designed to ensure Eastlight meets its obligations under the following legislative and regulatory requirements:
- Housing Act 1980, 1985, 1988, 1996
  - Localism Act 2011
  - Equality Act 2010
  - Human Rights Act 1998
  - Data Protection Act 1998
  - Schedule 1 (6) of the Law of Property Act 1925
  - Regulatory Framework 2012.

### **3.2 Protection of Personal Data**

- Data Protection Act 2018

### **3.3 Protection of Discrimination**

- The Equality Act 2010

## **4. Principles**

- 4.1** We work with Local Authority partners to let homes; we do not hold our own housing waiting list.
- 4.2** We will offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community and the efficient use of our homes.
- 4.3** Tenancies may start on any day of the week, and advance rent payment is required.
- 4.4** Fixed-term tenancies are used in specific circumstances only – for example, starter tenancies, key worker and intermediate rent properties. This allows people to plan their lives and maintains community stability.
- 4.5** We work with external partner agencies to help families sustain their tenancy.

## **5. Aims & Outcomes**

### **5.1 Issuing Tenancies**

5.1.1 The type of tenancy we issue will be influenced by factors, including but not limited to:

- The date the agreement commences;
- The type of agreement, if any, held immediately, prior to the new agreement being granted;
- The tenure of property to be occupied (e.g. supported, temporary accommodation, general needs);
- Restrictions arising from nomination agreements, deed title, covenants, Section 106 and any other planning consents and funding streams used to provide the accommodation;
- The designated rental scheme – such as affordable or social rent;
- Local Authority strategies, including local lettings schemes; and
- The existence of a head lease, managing agent or other third-party obligations.

- 5.2** Tenancy agreements contain the rights and responsibilities of both the tenant(s) and landlord. Responsibilities relating to repair obligations are contractual and set out in the tenancy agreement. The rent level charged for each property is determined in accordance with our Rent Policy.
- 5.3** Joint tenancies are offered where there is a joint application, although discretion may be used when this involves more than two tenants and/or extended family.
- 5.4** The table below shows the type of tenancy that prospective tenants are normally offered, either through choice-based lettings, a local authority nomination or transfer:

Applicant	Tenancy Type
New to social housing. Social rent property	Starter tenancy
New to social housing. Affordable rent property	Affordable Starter tenancy
Current housing association tenant. Social rent property	Assured tenancy
Current housing association tenant. Affordable rent property	Affordable Assured tenancy
Current Eastlight tenant with a Transferring Assured tenancy (ex-Braintree District Council tenant). Social rent property	Transferring Assured tenancy
Current Eastlight tenant with a Transferring Assured affordable rent tenancy (ex-Braintree District Council tenant)	Affordable Transferring Assured tenancy
Intermediate accommodation	Intermediate AST
Keyworker accommodation	Keyworker Fixed-Term Assured Shorthold tenancy
Temporary accommodation	Temporary Licence
Decanted household	Decant Licence
Supported housing	Periodic Assured Shorthold
Garages	Garage Tenancy Agreement, with weekly rent

## 5.5 Appeals

5.5.1 Prospective or existing tenants may appeal against;

- The tenancy type;
- The decision to extend a starter tenancy;
- The decision to end a starter tenancy; or
- The decision not to grant a tenancy

(Please see our Empty Homes & Allocations Policy for further details).

## 5.6 Intermediate & Key Worker Tenancies (Rent Deposit Schemes)

5.6.1 Intermediate and key worker tenancies require a deposit of one month's rent.

5.6.2 We use the Deposit Protection Service (DPS) which is authorised by the Department for Levelling Up, Housing and Communities. DPS holds the deposit until the tenancy ends and will support any disputes that occur. Debt and/or damage costs owed are deducted before a balance of the deposit is released.

## 5.7 Assignments (including Mutual Exchanges & Succession)

5.7.1 *Mutual exchanges* are subject to our consent, which cannot be unreasonably withheld. We are required to provide a decision on consent within 42 days of receiving a request.

5.7.2 We sometimes use 'surrender and re-grant' for mutual exchanges, e.g., switching from fixed-term tenancy to a lifetime tenancy.

5.7.3 Exchanging tenants must accept the terms (including rent) and tenanted property conditions. It's advisable to seek legal advice as rights may change, especially when moving between landlords.

5.7.4 *Succession rights* are statutory, typically allowing a spouse to inherit a tenancy if living with the tenant at the time of death. Succession offers tenure rights, but not necessarily the home.

5.7.5 If outlined in the tenancy agreement, additional contractual rights may apply.

5.7.6 We don't normally grant discretionary successions. However, in exceptional cases – where an individual has lived in the property for at least one year before the tenant's death and requests to stay due to a vulnerability (e.g., age, disability, illness) – we may grant discretionary succession or offer alternative accommodation.

## 5.8 Garages

5.8.1 Garages are let for domestic use only on a weekly rental tenancy agreement that requires one weeks' notice to quit.

5.8.2 Those with a physical disability are given priority when allocating garages.

5.8.3 Garages will not be let to those that have a debt with us (current or former rent debt, service charge or other charge, or sundry debt inclusive).

# 6. Equality Impact Assessment

6.1 An Equality Impact Assessment (EIA) for this Policy has been carried out. As a result, actions have been put in place to mitigate any negative impacts.

6.2 This Policy will be made available in alternative formats to suit residents' needs.

# 7. Review

7.1 This Policy will be reviewed in three years or sooner, if legislation changes.

# 8. Glossary of Terms

Tenancy Agreement	A binding contract outlining property conditions, rights and responsibilities for both tenant and landlord  References to tenancy also cover licence agreements unless specified otherwise
Tenant	A person(s) who rents and occupies an Eastlight home
License	An agreement offered for temporary occupation of a home
An equitable tenancy	A tenancy where the legal title is held in trust by an adult (or corporate entity).

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