

## Tenure Policy

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<b>Policy author/holder:</b>	Director of Neighbourhoods
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### 1 Purpose and anticipated outcomes

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- 1.1 This policy sets out the range of tenancies that we may grant for our customers of rented homes. It aims to ensure we provide all legitimate occupiers of accommodation the rights required by law and the regulatory framework for social housing landlords in England.
- 1.2 Our separate Allocations and Lettings Policy sets out how we allocate our homes and how we make use of local letting plans.
- 1.3 This Tenure Policy complies with the requirements of the social housing regulator's Tenancy Standard by setting out:
  - The types of tenancies and licences we may grant.
  - The circumstances in which we grant a particular tenancy or licence.
  - The length of term for our fixed term tenancies, when we will grant fixed term tenancies, and any exceptional circumstances where we would grant a fixed term tenancy of less than 5 years following any probationary period.
  - Any circumstance in which we would grant a tenancy of less than 2 years in general needs housing following any probationary period.
  - The circumstances in which we will grant a further tenancy (or not) at the end of an existing tenancy.
  - How we will take account of the needs of our vulnerable households.
  - How a customer can appeal against an allocation decision, the type of tenancy offered, the length of any fixed term offered and/or the decision not to grant another tenancy on the expiry of the fixed term.
- 1.4 Consistent application of this policy will assist us with our aim to ensure our customers have the right home with LiveWest for as long as they need it. It also fulfils our obligation to consult with the Local Authorities that we work with.

## 2 Scope and definitions

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### 2.1 Scope:

This policy applies to all LiveWest rented homes.

### 2.2 Definitions:

- Social rent: a rent that is set in line with the Rent Standard and its associated guidance.
- Affordable rent: a rent that is set at up to 80% of market rent.
- Intermediate market rent: a rent that is set at up to 80% of the market rent where the home has been developed without grant.
- Market rent: a rent that is set based on the amount payable for similar properties on the open market.

## 3 About this policy

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- 3.1 We aim to offer our customers occupancy agreements that are compatible with their needs, the purpose of accommodation, the sustainability of the community and the efficient use of our homes. Details of the range of occupancy agreements and the circumstances in which each is applicable are detailed in appendix 1.
- 3.2 Unless there's a compelling reason not to do so, we offer joint tenancies to customers where either they already hold a joint tenancy at the time of our offer or their application for housing is in joint names. We do not usually offer joint tenancies to applicants and their adult children.
- 3.3 When offering a tenancy to a customer who is under 18 years old, we advise them that they require a Trustee and Guarantor.
- 3.4 If an existing customer needs to move to temporary accommodation because their home is uninhabitable (whether for reasons of major repair or accidental damage such as flood, fire etc.) they will retain their original tenancy/lease if the intention is for them to return. In this situation we'll offer a Use and Occupation agreement whilst occupying the temporary home. If another association or local authority provides the temporary accommodation, they should offer a similar agreement. See our procedure 'Decants, emergency moves and temporary housing'.
- 3.5 In accordance with the Social Housing Regulator's Tenancy Standard, we will not usually offer any customer who has been a social housing tenant (either with us or another landlord) continuously since before April 2012 a tenancy with less security than they already enjoy unless they choose a home that meets the criteria of being let on a fixed term tenancy.

3.6 Customers who have been moved into alternative accommodation during any redevelopment or other works will be granted a tenancy with no less security of tenure on their return to settled accommodation.

## 4 Tenancies

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### 4.1 Starter and probationary tenancies

4.1.1 Other than as described in the section above, customers are usually offered a starter/probationary tenancy. This will normally be for twelve months - if there are no problems with conduct of the tenancy at the end of that period, it will convert to a full assured tenancy or a fixed term tenancy under the terms of the tenancy agreement.

4.1.2 The starter/probationary tenancy also contains a clause allowing an extension of the starter/probationary tenancy by a maximum of six months. We will only extend the Starter/Probationary period if there are concerns about the conduct of the tenancy in terms of nuisance, anti-social behaviour, or persistent rent arrears.

4.1.3 We will extend the starter/probationary tenancy:

- At or during months 10-12 where there is a reasonable possibility that the customer can be assisted in changing their behaviour over a further six months; or
- There has been nuisance or anti-social behaviour at an earlier period in the life of the tenancy, which has stopped but there are reasonable concerns that it might reoccur.

4.1.4 We ensure that we comply with the pre-court action protocol for possession claims by social landlords. We will always tell a customer if we are not converting their tenancy after a review and explain our reasons. We will also set out the steps we will take before embarking on possession action.

### 4.2 Assured Shorthold tenancies

Assured Shorthold tenancies that are not starter/probationary tenancies may only be used in the following cases:

- Where LiveWest's ownership/management of the property is temporary.
- Where it is intended to offer short term housing as part of an agreement to provide housing of the homeless, or where a project has the specific aim of offering housing for a defined period only, such as in our supported housing schemes.
- Where we know we have a home planned for future disposal/sale but we're waiting for another home to become available.
- Where we are housing asylum seekers/refugees and they either have limited

leave to remain, their status here is still subject to confirmation, or there is any doubt about their status.

- Where permanent housing is awaiting major repair and is to be let pending the start of those works.
- Self-build schemes where not all homes are completing on the same date and only until final handover.
- Where the properties are market rent housing.
- Where a local lettings policy has been adopted as part of a strategy to prevent the deterioration of social conditions, or to improve the social conditions of a specified locality.
- Exceptional cases where the applicant's tenancy history means we would have otherwise refused rehousing.

#### **4.3 Licence agreements**

We offer 'excluded' licence agreements in some of our specialist short term supported accommodation. These types of agreements are not covered by the Protection from Eviction Act 1977. See appendix 1 for further details where we would issue a licence agreement.

#### **4.4 Assured tenancies**

Assured tenancies will be offered as standard for general rented homes, unless in exceptional circumstances. Our Assured tenancies are offered as 'periodic' (following any starter period), which means it's a lifetime tenancy providing no tenancy breaches occur. An Assured tenancy that is not shorthold implies a statutory periodic tenancy - this requires us as the Landlord to obtain an order for possession to evict in line with Chapters 8 & 9 of the Housing Act 1988 so long as we have a valid legal ground as detailed in Schedule 2 of the Housing Act 1988.

#### **4.5 Fixed Term tenancies**

4.5.1 Fixed term tenancies will only be offered in exceptional circumstances if certain criteria (detailed below) are met. Fixed-term tenancies are usually for a period of 7 years which includes the first 12 - 18 months of any probationary period. In some circumstances, a shorter term of not less than 2 years may be used where it would be more appropriate to do so. For example:

- The property is subject to a planned regeneration scheme.
- The customer has limits to their leave to remain in the UK and/or their right to rent.
- The tenancy is a re-grant through mutual exchange and the tenancy being exchanged has less than two years remaining on it.

4.5.2 A fixed term tenancy can be offered in the following circumstances:

- Properties of exceptional size on a case-by-case basis.
- Properties where there is known planned future regeneration.
- Properties that are extensively adapted on a case-by-case basis (subject to Equality Impact Assessment)
- Where there is an obligation to comply with planning requirements.
- Where a local lettings policy has been adopted as part of a strategy to prevent the deterioration of social conditions, or to improve the social conditions of a specified locality.
- Exceptional cases where the applicant's tenancy history means we would have otherwise refused rehousing.

4.5.3 Each case would require sign off by the Regional Neighbourhood Manager or Head of Neighbourhoods. A fixed term tenancy will not be granted to people housed as a result of domestic abuse.

4.5.4 We maintain regular contact with customers with fixed term tenancies to review their tenancy and determine that it is being conducted satisfactorily. Where appropriate, we are able to provide support from our in-house service to assist a customer in sustaining their tenancy.

#### **4.6 Fixed Term Tenancy Reviews**

4.6.1 In the circumstances where we grant a Fixed Term Tenancy, a review will be carried out before the end of the fixed term period. These tenancy reviews do not replace the need for responsive housing management where there is anti-social behaviour or rent arrears for example, where such issues become apparent, we ensure that prompt support and where appropriate, tenancy enforcement action is taken in line with our relevant policies and procedures.

4.6.2 We will normally offer a new fixed term tenancy following a review unless:

- The property is no longer suitable for size or the needs of the household.
- The household's financial circumstances have changed so that other housing options are available such as home ownership, renting at full market value and other tenures.
- Breaches of tenancy or tenancy fraud or customers who breach their tenancy under the unacceptable behaviour policy are identified during the fixed term tenancy review process (these will normally have already resulted in enforcement action).
- The resident and/or their advocate do not engage in the end of tenancy review.
- Works are planned on a property in the next five years (which would require its redevelopment or demolition) or where the property is identified for disposal.

4.6.3 We will adhere to homelessness partnership protocols within each local authority area. For example, we are signed up to projects across Bristol and Cornwall for the Homelessness

Prevention Scheme.

- 4.6.4 We will provide support for customers to move on if it appears that their home would not be appropriate for them at the end of the fixed term. Where the need to move is the result of under-occupation we will ensure that the customer is registered as a priority applicant on the appropriate Home Choice scheme and prioritise the household for a direct offer through our management transfer process. We may also offer support with move costs and expenses.
- 4.6.5 We will give at least 6 months' notice where we intend not to renew the tenancy at the end of its fixed term and repossess the property using Section 21 of the Housing Act (1988) at the end of the tenancy. In doing so, we comply with the pre-court action protocol for possession claims by social landlords.
- 4.6.6 We will provide advice and assistance to ensure customers are aware of the different housing options open to them given their circumstances and that they have appropriate support to access those different options.

#### **4.7 Covenants and contracts**

- 4.7.1 For some homes we must comply with certain planning agreements such as Section 106 of the Town and Country Planning Act which may require us to offer a certain type of tenancy agreement.
- 4.7.2 We also have specific arrangements with external agencies, for example our 'Seaside and Country Homes' are available to older people who are relocating from London and must always be let on Assured tenancy agreements.

#### **4.8 Succession**

- 4.8.1 In certain circumstances, legislation provides for a tenancy to pass to another person on the tenant's death. In all cases, the customer's tenancy agreement confirms if the right of succession applies to them.
- 4.8.2 Where there is no right of succession we may offer, at our sole discretion, a new tenancy to a member of the family, carer, or other occupant, if that person has been residing with the tenant and living at the property as his or her only or principal home throughout the year before the tenants' death. A tenancy offered under this clause is at our sole discretion, based on housing need that is determined through the common housing register (where applicable) and may be of this property or of another suitable property.
- 4.8.3 We have a separate procedure to ensure that we act properly and consistently when responding to a claim for succession.

#### **4.9 Assignment**

- 4.9.1 To promote stable communities, it may be appropriate to allow a person who would be entitled to succeed to a tenancy to take over the tenancy in circumstances other than the tenant's death.
- 4.9.2 Our tenancy agreements make it clear if and when this opportunity applies. In all cases, our written approval is needed for an assignment to take place.
- 4.9.3 We have a separate procedure to ensure that we act properly and consistently when responding to an application for assignment.

#### **4.10 Mutual exchange**

- 4.10.1 To assist in making the best use of our stock, we will generally offer a customer the opportunity to swap their home with a tenant of ours or any other social housing provider where this would resolve their housing need or otherwise support their aspirations.
- 4.10.2 We have a separate policy to ensure that we act properly and consistently when responding to an application for mutual exchange.

#### **4.11 Where homes are managed by other organisations on behalf of LiveWest**

There are several associations who manage homes on behalf of LiveWest and they will issue LiveWest tenancies in line with this policy.

#### **4.12 Additional Support**

- 4.12.1 As part of our aim to build strong communities, we will work to ensure that our customers have the opportunity to access our services and sustain their occupancy. We realise that some members of our community may require additional support and interventions. We will support customers to remain in their homes and live as independently as possible and are committed to ensuring that we provide every opportunity to support them and signpost to other organisations.
- 4.12.2 We consider the needs of those households who are vulnerable for example, by reason of age, disability or illness, and households with children. We offer specialist older persons' housing and have a number of sheltered housing and extra care schemes which provide support dependent on individual needs. We also have a range of adapted properties for people with disabilities where available and where appropriate.

## 5 Service standards, monitoring and review

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### 5.1 Service standards

#### Colleagues must:

- Offer the most appropriate form of occupancy agreement in line with the type of home offered.
- Explain the type of agreement we will give and what this means for the customer.
- Clearly explain the customer's rights and responsibilities so that they can manage the tenancy/licence well from the start.
- Regularly engage with our customers to check their understanding, obtain their feedback, and help us to continually improve our service.

### 5.1 Performance monitoring

We regularly review a sample of our signed tenancy agreements to make sure the correct tenancy has been issued, and our policy and procedures have been followed.

### 5.2 Records

Copies of occupancy agreements and related documents will be retained on the customers tenancy file.

### 5.3 Review

This policy will be reviewed on a three yearly basis or in response to changes in legislation, regulatory guidance, good practice, or changes in other relevant LiveWest policies.

## 6 Complaints & Appeals

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- 6.1 If a customer wishes to complain about the service they have received under this Policy, this should be handled through our Complaint Handling Procedure, which is governed by the Housing Ombudsman's Complaint Handling Code of Practice.
- 6.2 Any customer who is unhappy with a tenancy or allocation decision, may appeal the decision as set out in section 7 of this policy.

## 7 Appealing a decision

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### 7.1 Types of appeal

- 7.1.1 If a customer believes that they have not been offered or granted the correct type or length of tenancy or their application for housing with us has been rejected, they can appeal for the decision to be reviewed.

7.1.2 The appeal must be in writing, usually within 21 days of the decision. In some cases, this may be less. We will advise of the deadline for any appeal within our decision letters.

7.1.3 Applications for an appeal can be made through this link: [Appeal a Housing Decision form on LiveWest's Website](#); we will also accept requests to appeal decisions by email or post.

7.1.4 A customer has the right to appeal against decisions made under this policy including:

- The type of tenancy being offered.
- The length of any fixed term tenancy being offered.
- A decision not to grant another tenancy on the expiry of a fixed term tenancy.
- A decision to reject an application for housing.
- A decision to reject a mutual exchange application.
- A decision to serve a Section 21 notice to end a starter tenancy.

7.1.5 All appeals will be responded to in writing, we aim to do this within 14 days. Where circumstances prevent this, we will explain the reasons why and provide a new date by which we expect to respond.

## 7.2 Outcomes

7.2.1 Appeals will be considered by a Senior Manager who wasn't involved in the original decision. The review will consider the customers submissions, the application documentation, any applicable nomination agreement, and a review to establish the facts behind the decision and whether our policies have been followed.

7.2.2 Possible outcomes include (but are not restricted to):

- If the tenancy type offered is in breach of the Tenure Policy, the appeal will be upheld, and a new tenancy will be granted.
- If a decision to reject a housing application is overturned, we will unsuspend the housing application; it should however be noted that we do not hold properties vacant whilst appeals are considered.
- If a decision made to issue a " minded to" or section 21 notice are incorrect, these notices will be withdrawn.

## 7.3 Appeals against ending Fixed Term and Starter Tenancies

7.3.1 Six months before the end of any fixed term tenancy, the customer will be served a ' minded to' notice if LiveWest is considering not offering a further tenancy at the end of the fixed term period. The customer will be informed of their right to appeal the decision not to grant a further tenancy at this stage; all appeals must be submitted within 21 days of the notice issued.

7.3.2 A Notice of Requiring Possession (a section 21 notice) will also be served 2 months before the end of the fixed term; this will trigger an opportunity for a customer to request a review of the decision to proceed with terminating the tenancy. This review must be requested within 14 days of the decision being made.

7.3.3 Where a customer is informed that possession of their home is being sought through the issue of a Section 21 notice; they will be granted an opportunity to appeal against the decision when the section 21 notice is issued.

#### **7.4 Equality Act**

Where a customer is considered as disabled or vulnerable, we will consider reasonable adjustment requests, which could include additional time to complete the review or requests for an oral hearing.

#### **7.5 Key Legislation**

- The Housing Act 1988 (as amended) – stipulates the tenancies that Housing Associations can offer, and the notice required from tenants who are offered another tenancy with less security of tenure e.g. from an Assured to an Assured short hold fixed term.
- The Localism Act 2011 – provides details of the rights of customers with Secure tenants transferring to another property.
- The Welfare Reform and Work Act 2016 sets out the definitions for each type of housing.

### **8 Legal considerations**

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- Protection from Eviction Act 1977
- The Rent Act 1977
- Housing Act 1985, 1988 & 1996
- Town and Country Planning Act 1990 – Section 106
- The Equality Act 2010
- Localism Act 2011
- Homelessness Act 2002

### **9 Linked/associated policies and other references**

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#### **9.1 Associated forms: [Appeal a Housing Decision form](#)**

#### **9.2 Associated policies:**

- Tenancy Management
- Allocations and Lettings
- Mutual Exchange
- Neighbourhood Management
- Anti-social Behaviour
- Compliments, Complaints, and Feedback

### 9.3 Associated procedures:

- Changing and ending tenancies
- Mutual Exchange
- Anti-social Behaviour
- Income Recovery

### Version Control

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Version No	Date	By Whom	Comments
3	May 2025	Director of Neighbourhoods	Adding of sections 6 and 7 (complaints and appeals, including Equality Act legislation)
	December 2025	LiveWest Board Ref: LB55/23	Review date extended to May 2027

## Appendix 1

### Tenure Types

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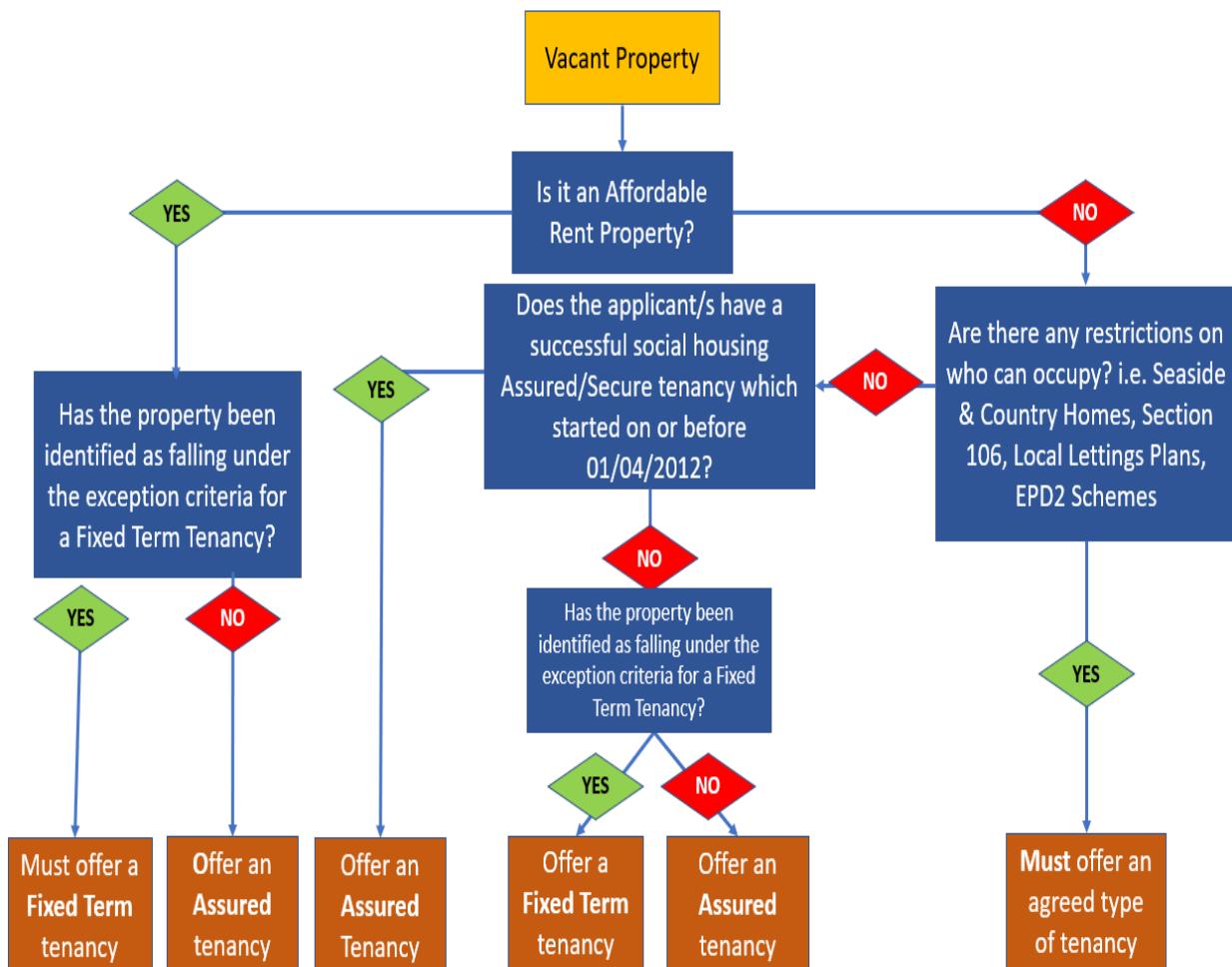
Tenancy Type	Who will this be offered to?
<b>Licence agreement</b>	<ul style="list-style-type: none"><li>Applicants for short term hostel type accommodation with support.</li><li>For use of garages or parking spaces.</li><li>For renting vegetable plots/allotments.</li></ul>
<b>Use and Occupation Agreement</b>	<ul style="list-style-type: none"><li>Those occupying homes on a temporary basis whilst work/redevelopment of their current home is under way.</li><li>Used by LiveWest or occupants from another Registered Provider when there is a need to be decanted.</li><li>Unauthorised occupation.</li></ul>
<b>Assured Shorthold Tenancy (periodic)</b>	<ul style="list-style-type: none"><li>An applicant for a property where LiveWest is the leaseholder and where the lease includes break clauses or is for less than 99 years, for example living over the shop schemes (LOTS).</li><li>Applicants for key worker accommodation.</li><li>Applicants for some types of supported housing (part of the support will be to assist with move-on accommodation).</li><li>Applicants with limited leave to remain in the UK.</li><li>Applicants where we are waiting for confirmation of their right to remain in the UK.</li><li>Applicants where we are otherwise unable to offer a tenancy due to previous tenancy history.</li></ul>

<p><b>Tenancy for minors with Trustee Deed</b></p> <p><b>Assured Shorthold tenancy (periodic)</b></p>	<ul style="list-style-type: none"> <li>Applicants for some types of supported housing (part of the support will be to assist with move-on accommodation) who are not yet 18 years old.</li> <li>Applicants who are successful in choosing a home and who are not yet 18 years old, or</li> <li>Those that have been granted tenancy in lieu of succession or via assignment.</li> <li>The tenancy must be held in trust for the equitable tenant.</li> </ul>
<p><b>Future tenancy for minors with no Trustee in place</b></p> <p><b>Assured Shorthold tenancy (periodic)</b></p>	<ul style="list-style-type: none"> <li>Applicants for some types of supported housing (part of the support will be to assist with move-on accommodation) who are not yet 18 years old and no Trustee available.</li> <li>The agreement has similar terms and conditions as a licence agreement.</li> </ul>
<p><b>Assured shorthold tenancy – fixed term 6 months at a time</b></p>	<ul style="list-style-type: none"> <li>Applicants for Intermediate or Market Rent accommodation.</li> </ul>
<p><b>Starter tenancy</b></p> <p>(Assured Shorthold periodic tenancy)</p> <p>– for at least 12 months, maximum 18 months</p> <p>This will automatically convert to an assured tenancy if the starter tenancy is conducted satisfactorily.</p>	<ul style="list-style-type: none"> <li>New applicants for homes who did not hold an existing Social Housing tenancy that was in place on or before 1<sup>st</sup> April 2012, unless the property has been identified as an exception. <b>See Appendix 2</b></li> </ul>
<p><b>Lifetime Assured Tenancy (non-shorthold)</b></p>	<ul style="list-style-type: none"> <li>Existing LiveWest Assured tenants who are moving to another LiveWest home (assuming no tenancy breaches on their existing tenancy/home).</li> <li>Other social housing tenants who hold an existing social housing tenancy that was in place on 1<sup>st</sup> April 2012 &amp; they remain social housing tenants since that date.</li> </ul> <p><b>See Appendix 2</b></p> <ul style="list-style-type: none"> <li>Those moving into some types of supported housing where we provide longer term accommodation such as schemes for people with learning difficulties/Sheltered.</li> </ul>

<p><b>Fixed term (7 years) tenancy with probationary period</b></p> <p>An assured shorthold fixed term tenancy with an initial probationary period for 12 months, maximum 18 months.</p> <p>This will automatically convert to the remainder of the fixed term if the probationary tenancy is conducted satisfactorily.</p>	<ul style="list-style-type: none"> <li>• New applicants for homes that fall under the exception criteria.</li> </ul> <p><b>See point 3.5 and Appendix 2</b></p>
<p><b>Fixed term (7 years) tenancy with no probationary period</b></p>	<ul style="list-style-type: none"> <li>• Existing LiveWest tenants whose fixed term tenancy has ended, and we've agreed to grant another fixed term.</li> </ul>
<p><b>Fair Rent/Secure tenancy</b></p>	<ul style="list-style-type: none"> <li>• For Existing LiveWest Fair Rent/Secure tenants who transfer to another LiveWest owned property, refer to Appendix 2.</li> </ul>

## General Rented Tenure Process

### Appendix 2



For customers above, who have not previously held a successful tenancy, there will be a probationary period:

- A Starter Tenancy
- A Fixed Term Tenancy with probationary period for homes identified as an exception.