

Tenancy Policy (Including Tenancy Fraud)

Version Control						
Version	Date drafted	Date approved	Approved by	Date reviewed	Next review date	Owner
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2024 review				26/02/2024	26/02/2027	Managing Director

1. Introduction

- 1.1. Westmoreland Supported Housing Limited (WSHL) leases the majority of its homes, with varying lengths of lease. We aim to ensure our customers have the right home for as long as they need it and where the length of lease does not allow this, we will support them in finding an alternative either with WSHL or elsewhere.
- 1.2. The tenancy agreement is the basis of our relationship with our customers and forms a contract between us. We aim to give our customers a tenancy for as long as it is suitable for them.
- 1.3. This policy also identifies the circumstances under which tenancies may be ended and the advice and assistance that would be offered if this occurs. Any reference to customer also includes any advocates, appointees or similar that are in place.
- 1.4. We will also ensure that the tenancy is affordable and have measures in place to identify tenancy fraud.

2. Legal and regulatory responsibilities

- 2.1. We are committed to meeting the Regulator for Social Housing's Tenancy Standard and the required outcomes in relation to tenure:

Registered providers shall 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 their housing stock. They shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation. Registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions and tackling tenancy fraud.

2.2. Further legal requirements for tenancy management are outlined under:

- Landlord and Tenant Act 1987
- Housing Act 1988
- Housing Act 1996
- Localism Act 2011
- Immigration Act 2014

3. Our principles

3.1. Our approach is informed by the following principles. We will:

- Let our homes in a fair and transparent way
- Explain the type of tenancy we give and the rights and responsibilities included
- Only grant a tenancy that is compatible with the purpose of the accommodation and the needs of individual households – this means that customers must agree to a care package and must be in need of support that is equivalent to that received in a care home and gives personal care
- Carry out checks in advance to ensure the property is affordable, meets the customer's needs and the customer has the right to rent as stated in the Immigration Act 2014
- Make sure our tenancy agreements are easy to understand and are understood by customers, providing an easy read tenancy agreement where necessary.
- Detail the circumstances in which we may seek to end the tenancy.
- Clearly set out the process for reviewing our decisions
- Make sure we do not directly or indirectly discriminate on the grounds of any Protected Characteristic defined in the Equalities Act 2010 or any other legislation.
- We intend to participate in the CORE reporting scheme

4. Our tenancies

4.1. The most appropriate tenancy that we can offer for the purpose of our accommodation is an Assured Shorthold Tenancy (AST).

4.2. Our ASTs give a fixed period of 6 months and then the tenancy continues until it is ended by the tenant or ourselves. We would normally only end the tenancy where we need to return the property to the superior landlord or where there has been a breach of the tenancy agreement.

4.3. We use ASTs for the following reasons:

- So that we can end the tenancy prior to the end of our lease with the superior landlord - we would work with the tenant and the Local Authority to ensure that customers are supported and alternative accommodation can be found.
- To achieve sustainable tenancies and create stable and balanced communities by:
 - Ensuring tenants are getting the care and support they need to maintain their tenancy
 - Allowing the customer to stay as long as the accommodation meets their needs
 - Tackling ASB and other serious breaches of tenancy

- 4.4. Where an applicant is in the process of applying for Court Appointed Deputy, and there is no one in a position to sign a tenancy agreement on their behalf, we may issue a tenancy agreement with an additional paragraph stating that following a mental capacity assessment, the tenant lacks the capacity to sign and that a Best Interests meeting has been held under the Mental Capacity Act 2005, and it has been deemed appropriate to issue this tenancy agreement in the tenant's best interests. This is a temporary position that will be agreed with the Local Authority/NHS in advance, that allows the customer to move in and apply for Housing Benefit. When the Deputyship is confirmed, a full AST will be signed. This is to ensure that customers can be moved into accommodation that is suitable for them and receive the appropriate care immediately.

5. Pre tenancy checks

- 5.1. Our customers are referred to us from either Adult Social Care at the Local Authority or the NHS. We will work with the referring partner and the nominated Care Provider to ensure that the proposed customer is suitable for the property. We will assess the following as part of our pre tenancy checks:
- There is a care plan in place and the customer requires care that offers a high level of support, which approximates to the services or support which would be provided in a care home, for residents for whom the only acceptable alternative would be a care home and that the care needs are met by the property and care plan.
 - That the property is affordable and the rent can be paid by Housing Benefit or directly by the customer
 - They have recourse to public funds and are entitled to accommodation in line with the Immigration Act 2014
 - They do not have a recent failed tenancy or criminal conviction that would have an impact on the sustainability of the tenancy we are offering.

6. Ending the tenancy

- 6.1. Tenancies could be ended for the following reasons:
- A breach of tenancy by the tenant where all attempts to resolve the breach have failed - ending the tenancy would be the last resort and would include working with statutory agencies to rehouse the customer to somewhere more suitable for their needs
 - Where the property is no longer suitable for the tenant
 - Where a lease has come to an end and we need to return the property to the head landlord
- 6.2. In each situation we will work with the customer, Local Authority/NHS and Care Provider to find suitable accommodation for the tenant.

7. Tenancy fraud

7.1. Tenancy fraud may prevent an eligible person in need of accommodation from being housed. Due to the nature of our services, and our partnerships with Care Providers who provide care to our residents, it would be very difficult and unlikely for tenancy fraud to occur. In the unlikely event that there is evidence that it has occurred a tenancy would not be granted or a current tenancy would be brought to an end.

7.2. Tenancy Fraud falls into four categories:

- Unlawful subletting – this is where a tenant lets out their home without the knowledge or permission of their landlord.
- Obtaining housing by deception – this is where a person(s) obtains a tenancy by giving false information in their application for housing, for example not declaring that they are renting another council or housing association property or by giving false information about who lives with them.
- Tenancy succession by deception – this is where a tenant dies and someone who is not eligible tries to succeed the tenancy.
- Key selling – this is where the legal tenant is paid a one-off payment to pass on their keys.

7.3. We have a range of approaches to tackle tenancy fraud should it occur and have in place appropriate identification checks to prevent cases and ensure prospective tenants have the right to social housing. Prospective tenants will also need to provide evidence of:

- UK or EU citizenship;
- indefinite or limited leave to remain in the UK; or
- application for an extension of their leave to remain if it has expired.

8. Policy review

8.1. This policy will be reviewed every three years.