

Tenancy Management Policy

Department: Resident Management

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Date of approval(s): 27/09/2019

Effective Date: 01/10/2019

Review Date: 27/09/2022

Version: 1

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1. **Policy statement**

- 1.1 One Housing Group Limited (One Housing) is committed to managing its tenancies and licences in a fair and transparent way.

We recognise the need to balance our responsibilities to support and manage our tenants who are in breach of their tenancy agreement together with our responsibilities to our wider customer base and the surrounding communities.

Our tenancy management service reflects best practice, complies with legislation and recognises the rights and obligations of our tenants.

2. **Objective(s)**

- 2.1 To ensure we comply with all legal and regulatory requirements and standards.
- 2.2 To never reduce a tenant's security of tenure without a court order or through mutual assignment.
- 2.3 To provide advice and assistance to tenants/licensees to help them to sustain their tenancy/licence.
- 2.4 To promote the use of mutual exchanges as a tool for social mobility and to facilitate mutual exchanges where possible.
- 2.5 To support our tenants exercising their rights under the terms of their tenancy agreement.

3. **Key Policy Principles**

- 3.1 We will provide a firm and fair approach to housing management, taking swift and proportionate action for any breaches of tenancy/licence conditions.

4. **Cross references**

- 4.1 This policy should be read in conjunction with the following One Housing policies and procedures:
- Equality and Diversity Policy
 - Income Collection Policy
 - Tenure Policy
 - Tenancy Fraud Policy
 - Anti-social Behaviour Policy Eviction Policy (once written)
 - Tenancy Management Procedures

5. Definitions

- 5.1 **Licence (use and occupation agreement):** an agreement to occupy the property on a use and occupation basis only. This type of agreement is not a tenancy.
- 5.2 A **Lodger** is someone who resides in the property with the One Housing tenant and does not have exclusive possession of any part of the property. The lodger is the licensee of the tenant. The lodger and the tenant will usually share one or more of the areas in the property excluding storage and means of access, including the bathroom, kitchen, and living area.
- 5.3 **Mandatory Notices and Possession:** is a notice which leaves a Judge with little or no discretion when it comes to awarding a possession order.
- 5.4 **Minded to notice:** is a notice served no later than six months before the end of a five- or two-year fixed term tenancy which states that it is not our attention to offer the tenant a new tenancy.
- 5.5 **Mutual Exchange:** is where social housing tenants (council/housing association or other registered providers) can swap properties with other social housing tenants.
- 5.6 **Notice to Quit:** a notice served by either party which brings the agreement to an end.
- 5.7 A **Pet:** is any domesticated animal that is kept as a companion and cared for responsibly.
- 5.8 A **Possession order obtained under one of the grounds listed in Schedule 2 of Housing Act 1985:** a possession order based on the service of a Section 83 Notice also known as a Notice of Seeking Possession ('NOSP').
- 5.9 A **Possession order obtained under one of the grounds listed in Schedule 2 of Housing Act 1988:** a possession order based on the service of a Section 8 Notice also known as a Notice of Seeking Possession ('NOSP').
- 5.10 A **Possession order obtained under the provisions of Section 21 of the Housing Act 1988:** a possession order based on the service of a Section 21 Notice also known as a Notice Requiring Possession and/or a Form 6A Notice.
- 5.11 A **Successor** is defined as:
 - a person in whom the tenancy was vested under the succession of a tenancy clause in the tenancy agreement,
 - a person by whom the tenancy was inherited,
 - a person who would have been entitled to succeed had the previous tenant died and to whom the tenancy was assigned,
 - a tenant by survivorship when one of two or more joint tenants has died.
- 5.12 **Tenancy agreement:** a legally binding contract between a tenant and One Housing. It sets out the conditions upon which the property is let and includes rights and responsibilities of both the tenant and One Housing.
- 5.13 **Tenant:** a person(s) who rents and occupies a property rented from One Housing.

6. **Scope**

- 6.1 This policy covers the management of all tenancy and licence agreements issued by One Housing or its agents for its social housing stock only.
- 6.2 This policy does not cover the management of any tenancy or licence agreements issued by One Housing for its market rent or intermediate rent properties.
- 6.3 This policy does not cover the management of any tenancy or licence agreements issued by One Housing for its Housing Care and Support properties.
- 6.4 This policy does not apply for any leases whether commercial or residential.
- 6.5 This policy does not apply to shared owners or leaseholders.
- 6.6 This policy does not cover breaches of tenancy in relation to rent or service charge arrears.

7. **Tenancy Monitoring and Reviews**

- 7.1 All tenancies are monitored to ensure they are conducted to a satisfactory standard and to address breaches of the agreement. We will use routine housing management, maintenance and contractor visits to help us to identify any vulnerability / support issues, as well as to identify any possible breaches of tenancy.
- 7.2 Starter tenancies will be regularly reviewed, typically at 6 weeks, 6 months and 9 months. We will determine if the starter tenancy is being conducted satisfactorily and we will inform the resident of our intentions. If the tenancy is being conducted satisfactorily, we will grant an assured (non-shorthold) tenancy after 12 months.
 - 7.2.1 If the tenancy is not being conducted satisfactorily, we will either seek possession of the property or we may extend the review period; the review period will generally be extended to maximum period of 18 months from the tenancy start date. After the extended review, if the tenancy is still not conducted satisfactorily, we will seek possession of the property via a Section 21 Notice. An appeals process is available where we decide to seek possession of the property via this route. The tenant has 14 days to appeal to the Head of Resident Management either in writing, verbally or in person.
 - 7.2.2 Starter tenants will remain periodic assured shorthold tenancies until terminated or a new tenancy is signed; this remains the case for all starter tenancies even those that may have been running for more than 18 months from the tenancy start date.
 - 7.2.3 We may serve/enforce a notice and seek possession of the property outside of these review periods and before the 12th month. For example, where there are irremediable breaches of the tenancy and the resident shows no sign of commitment or intent to correct these breaches, and abide by the terms of their tenancy.
- 7.3 From 17th June 2019, we no longer issue new two-and five-year fixed term tenancies, and we will grant assured (non-shorthold) tenancies to all our current general needs two- or five-year fixed term assured shorthold social housing tenants, except where there is a valid court order in place. In which case we will continue to monitor the tenancy at regular intervals, and may seek to recover possession of the property at the end of the fixed term, or during the term if there is a breach of the court order or any other breach of tenancy, or at our discretion we may grant an assured (non-shorthold) tenancy.

- 7.3.1 Where the decision is taken to not grant a new tenancy at the end of fixed term, the tenant will be served with a 'minded to notice' at least six months before the end of the fixed term, stating that it is not our intention to grant them a new tenancy.

Housing options will be discussed, and information provided where a new tenancy is not to be granted.

- 7.3.2 Once this notice has been served, a Section 21 Notice will be served which will expire at the end of or beyond the fixed term. If the tenant(s) fails to leave the property before the end of the notice period, we will commence proceedings via the County Court to regain possession of the property. An appeals process is available where we decide to seek possession of the property via this route. The tenant has 14 days to appeal to the Head of Resident Management either in writing, verbally or in person.

8. **Lodgers**

- 8.1 Some One Housing tenants have the right to take in a lodger subject to conditions detailed in their Tenancy Agreement. Where a tenant has the right to take in a lodger, they must comply with the following conditions:

- the property will not become overcrowded as a result;
- a sub tenancy is not granted;
- the Housing Benefit Department of the Council and Department of Work and Pensions are informed immediately (where the tenant is in receipt of Housing Benefit / Universal Credit); and
- they check that their lodger has the 'right to rent' in line with immigration legislation.

- 8.1.1 Where a tenant has the right to take in a lodger, no permission will be required beforehand, however, we must be informed of anyone living within the property. The tenant must be aware that they are responsible for everyone living within their property in relation to the terms of their tenancy agreement with One Housing.

- 8.2 Under the terms of their tenancy agreement some One Housing tenants are required to seek our permission before taking in a lodger. Permission will not be unreasonably withheld and will usually be granted subject to the conditions list in section 8.1 above.

- 8.3 Lodgers do not hold any formal agreement with One Housing and as such will not be considered part of the household for transfer purposes and may not be considered when tenants need to be decanted to an alternative property for major works.

9. **Running a business from home**

- 9.1 Permission is required for tenants to run a business from their home and permission will not be unreasonably withheld. Factors that will be taken into consideration when making our decision include (but are not limited to):

- the type of business and possible impact on neighbours;
- possible impact on the building's insurance of the property;
- any planning agreement restrictions;
- where there is a head-lease, any covenants binding the tenancy; and
- any restrictions imposed by our financing agreements.

- 9.2 Permission may be withdrawn if the business causes or leads to anti-social behaviour.

10. **Pets**

10.1 Permission is required to have a pet(s) within our properties, and permission will not be unreasonably withheld. Factors that will be taken into consideration when making our decision include (but are not limited to):

- the type of property and pet and possible impact on neighbours;
- where there is a head-lease, any covenants binding the tenancy; and
- any restrictions imposed by any third-party agreements for the property.

10.2 Permission granted for one type of pet does not constitute as permission for all pets.

10.3 Permission may be withdrawn if the pet(s) causes or leads to anti-social behaviour.

10.4 We do not consider support, assistance or service animals to be pets, and therefore our consent is not required to keep an animal that falls under this remit, however, we do require to be informed in advance if one of our tenants or a member of their household intends to apply for a support, assistance or service animal, so that we can ensure 'reasonable adjustments' are made.

We will also require evidence that the animal is an accredited service, assistance or support animal. Should evidence not be provided the animal will be considered as a pet.

11. **Assignment**

11.1 A tenant may have the right to assign their tenancy through legislation or as a condition of their tenancy agreement. A tenant can only assign their tenancy in the following circumstances:

- by way of a court order made under Matrimonial or Family Legislation or,
- with the written permission of One Housing when exercising the right to exchange as set out in the Right to Exchange clause of their tenancy agreement or,
- to a person who would be qualified to succeed them under the provisions of the Rights of Succession clause of their tenancy agreement if the tenant had died immediately before the assignment.

11.2 Where there is no right of assignment, One Housing may agree to an assignment of the tenancy at the discretion of the Resident Manager (or equivalent Manager in their absence).

12. **Mutual Exchanges**

12.1 We subscribe to at least one of the internet-based mutual exchange services, i.e. Homeswapper, Home Exchange or Exchange Locata to assist in the social mobility of our tenants. We will provide our tenants with support to enable them to use these services.

12.2 We will provide our decision in relation to mutual exchange applications no later than 42 days from receipt of the application form.

12.3 Secure tenants of One Housing have the right to mutually exchange with either another secure tenant or assured(non-shorthold) tenant under Section 92 of the Housing Act 1985. This type of exchange takes place by assignment. We have the right to refuse these exchanges under the

grounds listed in Schedule 3 of the Housing Act 1985, and as set out in the attached table 'Grounds to refuse a mutual exchange'. Under this legislation, we may also apply conditions to the exchange. For example, we may require our tenant to clear any rent arrears.

- 12.4 One Housing tenants with an assured (non-shorthold) tenancy or a two- or five-year fixed term assured shorthold tenancy have the right to mutually exchange with another social housing tenant of equivalent tenure via assignment under the terms of their tenancy. There is no legislation for this type of exchange and therefore our policy for refusal applies as detailed in section 12.12 below.
- 12.5 One Housing tenants with either a secure tenancy or an assured (non-shorthold) tenancy granted before 1st April 2012 have the right to mutually exchange with a fixed term assured shorthold or flexible tenant (except fixed term affordable rent tenants, intermediate rent assured shorthold tenants, mortgage rescue tenants, shared owners & periodic assured shorthold tenants) by surrender and re-grant under Section 158 of the Localism Act 2011. These mutual exchanges take place by the tenant surrendering their existing tenancy and being granted a new one of at least equivalent tenure. These exchanges may be refused under the grounds listed in Schedule 14 of the Localism Act 2011 as set out in the attached table 'Grounds to refuse a mutual exchange'.
- 12.6 One Housing tenants with either a secure tenancy or an assured (non-shorthold) tenancy granted on or after 1st April 2012 do not have the right to mutually exchange with a fixed term assured shorthold or flexible tenant by surrender and re-grant under Section 158 of the Localism Act 2011. However, we may agree to a surrender and re-grant outside of this legislation providing the other landlord agrees. If a surrender and re-grant is not agreed the exchange can still take place by assignment. Our policy for refusal as detailed in section 12.12 below applies for this type of exchange whether it takes place by surrender and regrant or by assignment.
- 12.7 If a secure or assured (non-shorthold) tenant is mutually exchanging with one of the following tenants: fixed term affordable rent tenants, intermediate rent assured shorthold tenants, mortgage rescue tenants, shared owners & periodic assured shorthold tenants, they will not have the right to a surrender and re-grant under Section 158 of the Localism Act 2011, even if their lifetime tenancy was granted before 1st April 2012. However, we may agree to a surrender and re-grant outside of this legislation providing the other landlord agrees. If a surrender and re-grant is not agreed the exchange can still take place by assignment. Our policy for refusal as detailed in section 12.12 below applies for this type of exchange whether it takes place by surrender and regrant or by assignment.
- 12.8 Where an incoming tenant through mutual exchange has an existing secure or assured (non-shorthold) tenancy and is exchanging by way of surrender and re-grant, we will grant them an assured (non-shorthold) tenancy in line with our Tenure Policy.
- 12.9 Where an incoming tenant through mutual exchange has an existing fixed term assured shorthold or flexible tenancy and is exchanging by way of surrender and re-grant, we will grant them an assured (non-shorthold) tenancy in line with our Tenure Policy.
- 12.10 Where a mutual exchange takes place and a secure or assured (non-shorthold) tenant would receive a fixed term assured shorthold tenancy by way of an assignment, we may, at the discretion of the Resident Manager (or equivalent Manager in their absence) grant them an assured (non-shorthold) tenancy once the assignment has taken place.
- 12.11 We will generally not permit under-occupation of our properties through a mutual exchange, however, we may at the discretion of the Resident Manager (or equivalent Manager in their absence) allow our tenant to under occupy by one room.

12.12 Our policy for refusing mutual exchanges will incorporate the grounds in both Schedule 3 of the Housing Act 1985 and Schedule 14 of Localism Act 2011. Our policy for refusal will also incorporate these additional reasons for refusal:

- By allowing the exchange to proceed One Housing would be in breach of the following agreements in respect of the property:
 - 1) section 106 local connection restrictions
 - 2) any planning agreement restrictions which affect the local allocations or lettings policy
 - 3) any agreement with the local authority in terms of occupation of the property
 - 4) where there is a head-lease with any covenants binding the tenancy
 - 5) a restriction under a Homes and Communities Agency (now Homes England), Great London Authority, or local authority agreement in respect of funding or rent for the property.
- Exceptional circumstances where it would not be reasonable to consent to the exchange.

We may also impose conditions upon the exchange, for example, any rent arrears or sundry debts must be cleared before the exchange can take place.

12.13 The grounds for a mutual exchange (Appendix A) attached forms part of this policy and must be read in conjunction with this document. It sets out the grounds to refuse a mutual exchange.

13. **Death of a Tenant and Succession**

- 13.1 In the event of the death of a tenant, we will process all succession applications with sensitivity, ensuring that our decision is given as quickly as possible and a full explanation provided where there is no right of succession.
- 13.2 In the event of the death of a tenant and where there is no right and application to succeed the tenancy, we will serve a notice to quit or Section 146 Notice in the case of a fixed term tenancy, on the executors of the will/estate. In the case where there is no will, we will serve the notice on the Personal Representative of the deceased and the public trustee, to bring the tenancy to an end.
- 13.3 All One Housing's secure, assured (non-shorthold) and fixed term assured shorthold tenancies of two or more years have statutory succession rights. Some secure and assured (non-shorthold) tenancies may have additional contractual rights in relation to those who qualify for a succession granted under the terms of the tenancy agreement.
- 13.4 For tenancies that have succession rights, there can only be one succession except where the tenancy agreement or a stock transfer agreement gives secondary succession rights.
- 13.5 There can be no succession if the deceased was already a successor, except where the tenancy agreement or a stock transfer agreement gives secondary succession rights.
- 13.6 If the tenancy was a joint tenancy, and the deceased became the sole tenant on the death of the other original tenant (known as survivorship), there can be no further succession, except where the tenancy agreement or a stock transfer agreement gives secondary succession rights.
- 13.7 Where there is more than one qualifying person to succeed, the late tenant's spouse/civil partner takes precedence, otherwise the qualifying persons must agree amongst themselves who is to take over the tenancy. If they cannot agree, we will choose the successor.

13.8 Generally, there can be no joint succession, however, we have the discretion to grant a joint succession where there is an equal claim to succeed, for example in the case of twin children of the deceased.

13.9 We reserve the right to ask the successor (except where a spouse/civil partner has succeeded to a secure tenancy) to move to an alternative property should the property be considered unsuitable or larger than the successor needs. If the successor fails to move voluntarily, we may serve notice requiring the successor to move. We also reserve the right to grant a new tenancy to the successor should the need arise, for example, where we require the successor to move to a more suitable property. The new tenancy agreement will be of equivalent security of tenure.

14. Discretionary tenancies

14.1 All offers of a discretionary tenancy are at the discretion of One Housing Group.

14.2 Where there is no statutory or contractual right to succeed to a tenancy, we may consider granting a periodic assured non-shorthold tenancy to a family member or other household member.

A discretionary tenancy may be granted where all the below conditions are satisfied;

- 14.3
- the tenant has died or has gone into permanent residential or end of life care;
 - the applicant has no statutory or contractual right of succession;
 - the applicant has the legal right to hold a tenancy;
 - the applicant has recourse to public funds;
 - the applicant has resided with tenant for at least 3 years prior to the death of the tenant or prior to them leaving the property (i.e. permanent residential care);
 - in exceptional circumstances we may consider applicants who have resided in the property for less than 3 years, but a minimum of 12 months;
 - the applicant has no legal interest in another property; and
 - the applicant does not have the means to source alternative accommodation in the private sector, i.e. property purchase or market rent accommodation.

Even if these criteria are fulfilled, this does not automatically result in a tenancy being granted.

14.4 One Housing will also consider the following factors when considering granting a discretionary tenancy;

- 14.5
- the conduct of the former tenant and household members, including any reports of ASB, arrears or any other tenancy breach.
 - the overall length of time that the applicant shared the former tenant's home.
 - the vulnerability and needs of the applicant.
 - whether there are or have been any children who are children of both parties or for whom both parties have or have had parental responsibility.
 - the housing needs and housing resources of the applicant and any relevant child(ren).
 - the financial resources of the applicant.
 - third party nomination rights of the local authority, or other party, to the property.
 - best use of our stock; and
 - any other information or factors that may be relevant to the particular case.

Where it is agreed to grant a discretionary tenancy and the household remaining would under or over occupying a home by one or more bedrooms, or the property has been significantly adapted for a disabled person, the household will be required to move to a more suitable property within our stock.

14.6 In all discretionary tenancy cases a new tenancy agreement will be granted, and there will be no further succession rights, unless a statutory provision overrides this.

A household offered a tenancy under these guidelines will be issued a starter tenancy initially, and an assured non-shorthold tenancy after 12 months if the starter tenancy is conducted satisfactorily.

14.7

In cases where a discretionary tenancy is agreed subject to the applicant moving to alternative suitable accommodation, the account will be placed in use and occupation until a suitable property has been sourced. We will then grant a tenancy in line with our lettings and tenure policy.

14.8

Reasons for decisions and their links to these parameters will be recorded using our internal discretionary tenancy form.

14.9

An application with supporting evidence should be made to One Housing within 1 month of the tenant's death. The applicant will also be subject to an affordability. One Housing Group will provide a written decision in every case within 15 working days of receiving the application.

14.10

If the applicant wishes to appeal the decision they must do so in writing within 10 working days of receiving the decision.

14.11

An independent Head of Service will review the decision and provide the applicant with the outcome of the appeal, in writing, within 10 working days of receiving the appeal.

14.12

14.13

15. **Subletting**

15.1

Some secure and assured (non-shorthold) tenants may have the right to sublet their property and permission will be granted in accordance with their tenancy agreement. If a tenant does not have the right to sub-let all or part of their property, the tenant will be in breach of the terms of their tenancy agreement. Where unlawful subletting is identified, legal action will be taken to regain possession of the property in line with our Tenancy Fraud Policy.

16. **Unlawful Occupiers**

16.1

Unlawful occupation of a One Housing property is not permitted, and in these cases possession of the property may be sought through the court in line with our Tenancy Fraud Policy.

16.2

Where a squatter is identified, we will rely upon the assistance from the police for their removal from the property in line with Section 144 of Legal Aid, Sentencing and Punishment of Offenders Act 2012.

17. **Breaches of Tenancy/ Ending an Agreement**

17.1

We will take steps to prevent and manage breaches of tenancy/licence quickly and effectively, taking a multi-agency approach where necessary. Any action we take will be reasonable and proportionate.

17.2

Our policy on terminating tenancies and licences complies with legislative requirements, ensuring that either tenants/licensees provide the appropriate form of notice, or where appropriate, that we recover possession of the property where the tenancy/licence has been surrendered,

tenancy/licence conditions breached or there is another legitimate need to seek possession of the property.

- 17.3 The tenancy/licence may be ended in different ways depending on the agreement type and in accordance with our individual policies for Income Collection and Anti-Social Behaviour. Our tenancy/licence agreements state how each can be ended. The tenancy table (Appendix B) attached forms part of this policy and must be read in conjunction with this document. It sets out how each agreement that we issue can be ended.
- 17.4 Where it is deemed appropriate to recover possession of the property under a mandatory possession route, approval for the service of the notice must be obtained from the Resident Manager (or equivalent Manager in their absence).
- 17.5 Where approval is given to proceed, the tenant will have the right to appeal within 10 working days from the date the notice is served. The appeal must be made in writing will be heard by a Head of Service.
- 17.6 Where we intend to recover possession of the property under a mandatory route, a proportionality assessment will be undertaken beforehand, and we will inform the relevant local authority that the tenant could potentially be made homeless.
- 17.7 We will obtain authority from the Head of Resident Management (or equivalent Head of Service in their absence) to apply to court for possession of a property on either mandatory or discretionary grounds.
- 17.8 We will obtain authority from the Director of Customer Operations (or equivalent Director) to apply for a warrant of execution.
- 17.9 Tenants who wish to surrender and leave a fixed term assured shorthold tenancy prior to the end date may request in writing to be released from their contract (surrender). There is no legal obligation for us to agree a request for surrender, but it will be our policy to do so subject to the conditions generally attached to ending a tenancy regarding payment of rent due and leaving the property in good order as stated in the tenancy agreement.
- 17.9.1 Should we decide to end a tenancy/licence we will ensure that the resident is given reasonable advice in relation to finding alternative accommodation including signposting to support agencies and their local authority.

18. **Accountability and responsibility**

- 18.1 The Head of Resident Management has overall accountability for the delivery and assurance of this policy.
- 18.2 The Resident Management team are responsible for ensuring tenancy and licence agreements are managed in line with this policy.

19. **Monitoring / Auditing and Controls**

- 19.1 The Resident Manager will report on the overall compliance of this policy on a regular basis.
- 19.2 Activities covered by this policy are subject to periodic audit reviews, both external and internal. The audits and reports will include:
- the number of cases referred to / pending court action

- the number of use and occupation cases
- the number of evictions and abandonments
- completion of tenancy reviews (settling in and starter tenancy reviews)
- completion of tenancy conversions (starter tenancy to assured non-shorthold)
- completion of tenancy conversions (fixed term tenancy to assured non-shorthold)

19.3 Management Team will be notified at the earliest opportunity should this Policy not be complied with.

19.4 This policy will be reviewed every three years, unless there are significant changes in legislation, regulation, or central or local government guidance.

20 **Version Control**

20.1

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Date: 31.07.2019

21. **Appendices**

Appendix A: Grounds to refuse a mutual exchange

Appendix B: Tenancy table

Appendix A – Grounds for refusal of a mutual exchange

Reason	Grounds in Schedule 3 of the Housing Act 1985	Grounds in Schedule 14 of the Localism Act 2011
Rent Arrears	No ground, however, can impose condition to exchange that they must clear the arrears before exchange takes place.	Ground 1 This ground is that any rent lawfully due from a tenant under one of the existing tenancies has not been paid.
Breach of Tenancy	No ground, however, can impose condition to exchange that a breach must be remedied before exchange takes place.	Ground 2 This ground is that an obligation under one of the existing tenancies has been broken or not performed.
Possession Order	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 3 This ground is that any of the relevant tenants is subject to an order of the court for possession of the dwelling-house let on that tenant's existing tenancy.
NOSP served or possession proceedings have commenced for secure tenancy under grounds 1 - 6	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 (notice of proceedings for possession) which specifies one or more of those grounds and is still in force.	Ground 4 This ground is that either of the following conditions is met. 1) The first condition is that... a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and ... b) possession is sought on one or more of grounds 1 to 6 in Part 1 of Schedule 2 to the Housing Act 1985 (grounds on which possession may be ordered despite absence of suitable accommodation) 2) The second condition is that... a) a notice has been served on a relevant tenant under section 83 of that Act (notice of proceedings for possession), and...

		b) the notice specifies one or more of those grounds and is still in force.
NOSP served or possession proceedings have commenced for an assured tenancy under grounds 9 - 17	No ground	<p>Ground 5</p> <p>This ground is that either of the following conditions is met...</p> <p>1) The first condition is that...</p> <p>a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is an assured tenancy, and...</p> <p>b) possession is sought on one or more of the grounds in Part 2 of Schedule 2 to the Housing Act 1988 (grounds on which the court may order possession).</p> <p>2) The second condition is that...</p> <p>a) a notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession), and...</p> <p>b) the notice specifies one or more of those grounds and is still in force.</p>
<p>A Relevant Order is in force or an application is pending in relation to ASB for the tenant or a person residing with them, including...</p> <ul style="list-style-type: none"> • ASB injunction (“ASBI”) • ASB order (“ASBO”) • Demotion Order • Suspended Possession Order (“SPO”) on Ground 2 for Secure and Ground 14 for Assured 	<p>Ground 2 A</p> <p>Either... a) a relevant order or suspended Ground 2 or 14 possession order is in force,</p> <p>or</p> <p>b) an application is pending before any court for a relevant order, a demotion order or a Ground 2 or 14 possession order to be made, in respect of the tenant or the proposed assignee or a person who is residing with either of them.</p> <p>A “relevant order” means...</p> <p>a) an injunction under section 152 of the Housing Act 1996 (injunctions against anti- social behaviour);</p>	<p>Ground 6</p> <p>This ground is that either of the following conditions is met...</p> <p>1. The first condition is that a relevant order or suspended Ground 2 or 14 possession order is in force in respect of a relevant tenant or a person residing with a relevant tenant.</p> <p>2. The second condition is that an application is pending before any court for a relevant order, a demotion order or a Ground 2 or 14 possession order to be made in respect of a relevant tenant or a person residing with a relevant tenant...</p> <p>In this paragraph, a “relevant order” means...</p>

	<p>b) an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour);</p> <p>c) an injunction under section 153A, 153B or 153D of that Act (injunctions against anti- social behaviour on application of certain social landlords);</p> <p>d) an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998;</p> <p>e) an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003.</p> <p>f) A “demotion order” means a demotion order under section 82A of this Act or section 6A of the Housing Act 1988.</p> <p>g) A “Ground 2 or 14 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.</p> <p>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.</p>	<p>a) an injunction under section 152 of the Housing Act 1996 (injunctions against anti- social behaviour),</p> <p>b) an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour),</p> <p>c) an injunction under section 153A, 153B or 153D of that Act (injunctions against anti- social behaviour on application of certain social landlords),</p> <p>d) an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998,</p> <p>e) an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003;</p> <p>f) a “demotion order” means a demotion order under section 82A of the Housing Act 1985 or section 6A of the Housing Act 1988;</p> <p>g) a “Ground 2 or 14 possession order” means an order for possession under Ground 2 in Schedule 2 to the Housing Act 1985 or Ground 14 in Schedule 2 to the Housing Act 1988.</p>
Under occupation	<p>Ground 3</p> <p>The accommodation afforded by the dwelling- house is substantially more extensive than is reasonably required by the proposed assignee.</p>	<p>Ground 7</p> <p>This ground is that the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is substantially more extensive than is reasonably required by the existing tenant or tenants to whom the tenancy is proposed to be granted.</p>
Suitability e.g. Over occupation	<p>Ground 4</p> <p>The extent of the accommodation afforded by the dwelling-house is not reasonably suitable to the needs of the proposed assignee and their family.</p>	<p>Ground 8</p> <p>This ground is that the extent of the accommodation afforded by the dwelling-house proposed to be let on</p>

		<p>the new tenancy is not reasonably suitable to the needs of...</p> <p>a) the existing tenant or tenants to whom the tenancy is proposed to be granted, and...</p> <p>b) the family of that tenant or those tenants.</p>
<p>The property is part of a building that is used for accommodation other than housing accommodation and the property has been provided as part of employment.</p>	<p>Ground 5 The dwelling-house...</p> <p>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...</p> <p>b) was let to the tenant or a predecessor in title of their in consequence of the tenant or predecessor being in the employment of...</p> <p>i. the landlord, ii. a local authority, iii. a development corporation, iv. a housing action trust v. an urban development corporation, vi. the governors of an aided school</p>	<p>Ground 9 This ground is that the dwelling house proposed to be let on the new tenancy meets both of the following conditions...</p> <p>1. The first condition is that the dwelling- house...</p> <p>a) forms part of or is within the curtilage of a building that, or so much of it as is held by the landlord...</p> <p>i. is held mainly for purposes other than housing purposes, and...</p> <p>ii. consists mainly of accommodation other than housing accommodation, or...</p> <p>iii. is situated in a cemetery.</p> <p>2. The second condition is that the dwelling- house was let to any tenant under the existing tenancy of that dwelling-house, or a predecessor in title of the tenant, in consequence of the tenant or the predecessor being in the employment of...</p> <p>a) the landlord under the tenancy, b) a local authority, c) a development corporation, d) a housing action trust, e) an urban development corporation, f) the governors of an aided school.</p>
<p>Conflict of charity objectives</p>	<p>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.</p>	<p>Ground 10 This ground is that the landlord is a charity and the occupation of the dwelling-house proposed to be let on the new tenancy by the relevant tenant or tenants to whom the new tenancy is proposed to be granted would conflict with the objects of the charity.</p>

<p>Adapted property</p>	<p>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.</p>	<p>Ground 11 This ground is that both of the following conditions are met.... 1. The first condition is that the dwelling- house proposed to be let on the new tenancy has features that... a) are substantially different from those of ordinary dwelling-houses, and... b) are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house. 2. The second condition is that if the new tenancy were granted there would no longer be such a person residing in the dwelling-house.</p>
<p>Property is let for those with special needs e.g. Supported or Sheltered housing</p>	<p>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.</p>	<p>Ground 12 This ground is that both of the following conditions are met... 1. The first condition is that 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 meet their need for housing; 2. The second condition is that, if the new tenancy were granted, there would no longer be such a person residing in the dwelling-house proposed to be let on the new tenancy.</p>
<p>Property is let for those with special needs and the support provision is provided in close proximity to the property.</p>	<p>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</p>	<p>Ground 13 This ground is that all of the following conditions are met... 1. The first condition is that the dwelling- house proposed to be let on the new tenancy is one of a group of dwelling- houses which it is the practice of</p>

	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.	the landlord to let for occupation by persons with special needs; 2. The second condition is that a social service or special facility is provided in close proximity to the group of dwelling- houses to assist persons with those special needs; 3. The third condition is that if the new tenancy were granted there would no longer be a person with those special needs residing in the dwelling-house.
Property subject to a management agreement	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.	Ground 14 This ground is that all of the following conditions are met... 1. The first condition is that... a. the dwelling-house proposed to be let on the new tenancy is the subject of a management agreement under which the manager is a housing association, and... b. at least half the members of the association are tenants of dwelling- houses subject to the agreement. 2. The second condition is that at least half the tenants of the dwelling-houses are members of the association. 3. The third condition is that no relevant tenant to whom the new tenancy is proposed to be granted is, or is willing to become, a member of the association. References in this paragraph to a management agreement include a section 247 or 249 arrangement as defined by 250A (6) of the Housing and Regeneration Act 2008.
Apply conditions to the exchange	Yes, for example clear rent arrears before the exchange takes place	No ground

Appendix B – Tenancy table

Type of agreement	What is it?	When do we grant them	How can they be brought to an end
Secure tenancy	<ul style="list-style-type: none"> • Secure tenancies were introduced by the Housing Act 1985 and are a lifetime tenancy. • Prior to 1989, most social housing tenants would have held a secure tenancy. • Since 15th January 1989, secure tenancies can only be granted by local authorities, except where an existing secure tenant is moving within the same landlord. • Some registered providers, including One Housing, have secure tenancies dating from pre-1989. • A secure tenant has exclusive use of the property and some rights include: <ul style="list-style-type: none"> • The right to a mutual exchange • The right to a fair rent • The right to buy • Succession rights • Assignment rights 	<ul style="list-style-type: none"> • We grant secure tenancies to existing One Housing secure tenants who transfer to another One Housing property. • Where a mutual exchange takes place by surrender and re-grant, we will grant a secure tenancy to an existing One Housing secure tenant who exchanges with a One Housing two- or five-year fixed term assured shorthold tenant. 	<ul style="list-style-type: none"> • By the tenant(s) serving One Housing with a 4 Weeks' Notice to Quit. • A possession order obtained under one of the grounds listed in Schedule 2 of Housing Act 1985. • A Notice to Quit served, where the property has been abandoned, or the tenant no longer occupies the property as their only or principal home and the tenant loses the secure status of the tenancy and it becomes a contractual tenancy.
Assured (non-shorthold) tenancy	<ul style="list-style-type: none"> • Assured tenancies were introduced by the Housing Act 1988 and are a lifetime tenancy. • These types of tenancy were predominately used in social housing from 1989-2011 and are a housing association's version of a secure tenancy. 	<ul style="list-style-type: none"> • Prior to 2012 all our new general needs social housing tenants were either granted or converted to an assured (non-shorthold) tenancy following the successful completion of a starter tenancy. • From 17th June 2019 we will grant assured (non-shorthold) tenancies to all our new general needs social housing tenants following the 	<ul style="list-style-type: none"> • By the tenant serving One Housing with a 4 Weeks' Notice to Quit. • A possession order obtained under one of the grounds listed in Schedule 2 of Housing Act 1988. • A Notice to Quit served, where the property has been abandoned, or the tenant no longer occupies the property as their only or principal home and the tenant loses the

	<ul style="list-style-type: none"> • An assured tenant has exclusive use of the property and some rights include: <ul style="list-style-type: none"> • The right to a mutual exchange • The right to acquire • Succession rights • Assignment rights 	<p>successful completion of a starter tenancy.</p> <ul style="list-style-type: none"> • From 17th June 2019 we will grant assured (non-shorthold) tenancies to all our general needs two- or five-year fixed term assured shorthold social housing tenants, except in the following circumstances: <ul style="list-style-type: none"> ○ where there is a valid court order in place, in which case we will continue to monitor the tenancy in line with our Tenancy Management Policy, and may seek to recover possession of the property at the end of the fixed term or during the term if there is a breach of the court order or any other breach of tenancy, or at our discretion we may grant an assured (non-shorthold) tenancy; and ○ where we have issued a two-year fixed term assured shorthold tenancies for our Rough Sleepers Initiative ('RSI') properties, in which case the tenancy will convert to a rolling periodic assured 	<p>assured status of the tenancy and it becomes a contractual tenancy.</p>
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		<p>shorthold tenancy at the end of the fixed term.</p> <ul style="list-style-type: none"> • We will grant an assured (non-shorthold) tenancy to a secure, assured (non-shorthold), two- or five-year fixed term assured shorthold, or flexible tenant who moves into a One Housing property from another registered provider. • We will grant an assured (non-shorthold) tenancy to an existing One Housing assured tenant who transfers to another One Housing property. • Where a mutual exchange takes place by surrender and re-grant, we will grant an assured (non-shorthold) tenancy to an existing One Housing assured (non-shorthold) tenant who exchanges with a One Housing two- or five-year fixed term assured shorthold tenant. • Where a mutual exchange takes place by surrender and re-grant, we will grant an assured (non-shorthold) tenancy to an existing assured (non-shorthold) or secure tenant of another registered provider who exchanges with a One Housing two- or five-year fixed term assured shorthold tenant. • From 17th June 2019 where a mutual exchange takes place by surrender and re-grant, we will grant an 	
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		<p>assured (non-shorthold) tenancy to a two-or five-year fixed term assured shorthold or flexible tenant of another registered provider who exchanges with a One Housing secure or assured (non-shorthold) tenant.</p> <ul style="list-style-type: none"> • Where a mutual exchange takes place and a secure or assured(non-shorthold) tenant would receive a fixed term assured shorthold tenancy by way of an assignment, we may, at the discretion of the Resident Manager grant them an assured (non-shorthold) tenancy once the assignment has taken place. • Were we to receive secure tenants by way of a stock transfer, these tenants would receive an assured (non-shorthold) tenancy with preserved rights (they would not necessarily be issued a new tenancy, their existing secure tenancy would automatically convert to an assured (non-shorthold) with preserved rights). The preserved rights may include the right to buy and the right to a fair rent. 	
Assured shorthold tenancy	Assured shorthold tenancies were introduced by the Housing Act 1988 and amended by the Housing Act 1996. They are a form of assured tenancy, with limited security of tenure.	<ul style="list-style-type: none"> • We grant periodic assured shorthold tenancies as starter tenancies, which are probationary tenancies and granted to those who are new to social general needs housing by way 	<ul style="list-style-type: none"> • By the tenant(s) serving One Housing with a 4 Weeks' Notice to Quit for weekly periodic tenancies and 1 months' notice for monthly periodic tenancies.

	<p>They can be periodic tenancies and roll from week to week or month to month; or they can be fixed for a period of time. An assured shorthold tenant has exclusive use of the property and some basic tenancy rights, unless they have a fixed term tenancy for a period of two years or more, in which case the tenancy rights will mirror the rights of an assured tenancy.</p>	<p>of bidding for or being nominated or referred to a One Housing property.</p> <ul style="list-style-type: none"> • From 2012 until 17th June 2019, we granted two-and five-year fixed assured shorthold term tenancies to One Housing tenants who successfully completed a starter tenancy which was granted after 2011, and in cases where we renewed a fixed term tenancy. • From 17th June 2019, we no longer issue new two-and five-year fixed term tenancies. • Prior to 17th June 2019, we granted two-year fixed term assured shorthold tenancies for our RSI properties. These tenancies will now become periodic assured shorthold tenancies at the end of their fixed term. • From 17th June 2019, we grant periodic assured shorthold tenancies for all new RSI tenants. • Where a tenant passes away and there is no right to succeed the tenancy, we may consider granting a periodic assured shorthold tenancy to another household member in line with our Discretionary Tenancy Policy. 	<ul style="list-style-type: none"> • By acceptance of a Tenant's offer to surrender before the end of the fixed term provided both parties agree. Such a surrender can take effect at any time during the tenancy subject to the tenant giving at least 4 weeks' notice of intention to surrender. • A possession order obtained under one of the grounds listed in Schedule 2 of Housing Act 1988. • A Notice to Quit is served for periodic tenancies or a Notice under Section 146 of the Law of Property Act 1925 is served for fixed term tenancies, where the property has been abandoned or the tenant no longer occupies the property as their only or principal home and the tenant loses the assured status of the tenancy and it becomes a contractual tenancy. • A possession order obtained under the provisions of Section 21 of the Housing Act 1988.
Licence Agreement	<ul style="list-style-type: none"> • A licence agreement, or use and occupation agreement, is where the 	<ul style="list-style-type: none"> • We will use licence agreements for temporary decants, where the 	<ul style="list-style-type: none"> • The Licensee serves One Housing with a 4 weeks' Notice to Quit.

	<p>occupier has the right to use and occupy the property only.</p> <ul style="list-style-type: none"> • They have very few rights and do not have exclusive use of the property. 	<p>resident is required to move from their existing property temporarily.</p>	<ul style="list-style-type: none"> • By giving the Licensee 28 days' written notice terminating the licence. We may terminate the Licence by giving a shorter period than 28 days' notice provided that the period of notice is reasonable in the circumstances. In most cases we will give seven days' notice but, in some cases, a shorter period will be reasonable.
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