

Tenancy Policy



Legal & General Affordable Homes Tenancy Policy

1. Application

This policy will apply to the following entities:

Legal & General Affordable Homes Limited (LGAH Propco)
Legal & General Affordable Homes (SO) LLP (LGAH SO LLP)
Legal & General Affordable Homes (AR) LLP (LGAH AR LLP)
Legal & General Affordable Homes (Capital) Limited (LGAH Capital)
Legal & General Affordable Homes (Development 3) Limited (LGAH DevCo 3)
Legal & General Affordable Homes (Development) Limited (LGAH DevCo)
Legal & General Affordable Homes (Development 2) Limited (LGAH DevCo 2)
Legal & General Affordable Homes (Operations) Limited (LGAH OpCo)

For the purposes of this policy, any reference to LGAH shall be relevant for all the entities listed above and administrated, if applicable, by its Management Providers.

2. Assurance statement

This policy seeks to set out LGAH's approach to the management of tenancies. It addresses:

- What types of tenancies we offer
- How we manage changes to tenancies
- How we best utilise our available housing stock

The aim of the policy is to support our wider customer offer and ensure that LGAH provides long term security of tenure to those households most requiring it. In tandem the policy also seeks to create opportunity for homes to be released and offered to those most requiring them as time passes.

3. Types of tenancy

This section sets out the different forms of tenancy that LGAH will offer. Where a customer wishes to appeal the decision taken in relation to any aspect of the grant, renewal or non-renewal of their tenancy (including length of fixed term) they should do so through LGAH's Complaints Policy.

- **Starter Tenancies**

Starter tenancies will be offered to all new tenants excluding those who have mutually exchanged or who are being offered a social rent tenancy and have an equivalent level of tenure security immediately prior to being allocated a home with LGAH.

The starter tenancy will be a 12 month Assured Shorthold Tenancy which will be reviewed before the 12 month expiry to determine if the tenancy has been

satisfactorily maintained. If a further tenancy is offered, then this will in accordance with the customers tenancy agreement clauses. A starter tenancy may be extended by a further 6 months where there have been tenancy breaches.

- **Assured Non-Shorthold Tenancies (Lifetime Tenancy)**

Assured Non-Shorthold Tenants have security of tenure and possession can only be obtained by a Court order using one of the grounds for possession provided for in Section 8 of the Housing Act 1988. This type of tenancy will be granted to:

- Customers who currently have the equivalent level of tenure security in their current property and have retained this level of security without any break periods since 1 April 2012. This excludes any offer made which is an affordable rent property, where a fixed term tenancy will be offered.
- Housing management transfer tenants upon their return to settled accommodation (where the move from their original Assured Non-Shorthold tenancy was due to redevelopment or other works to their original home)
- Tenants who have been offered an adapted property which specifically meets their household needs and is expected to continue to meet that need for more than 5 years.

- **Fixed Term Assured Shorthold Tenancies (social and affordable rent)**

Most new general needs tenants will be granted fixed term tenancies in line with the criteria set out below in section 3 and which will be five years in length.

The exceptions are:

- Tenants who qualify for Assured Non-Shorthold as set out above.
- Mutual exchanging tenants who are protected under section 158 of the Localism Act 2011 where they were holding an assured non-shorthold tenancy at 1 April 2012 and have not had any break in their tenancy immediately before mutual exchanging.

In some circumstances a two year tenancy will be issued. This will be where the customer has outstanding rent of over 1 month, and/or a poor history of rent payments but which does not warrant an offer refusal but creates increased risk. Also, where the customer has a pattern of poor behaviour which is below the threshold of a refusal as detailed in LGAH Allocation Policy.

- **Protected Non-shorthold tenancies**

LGAH do not offer Protected Tenancies. If a tenant with a Protected Tenancy mutually exchanges into a LGAH property, the incoming tenant will be assigned the existing tenancy at the property and will not be offered a continuation of their preserved right. This will be explained clearly to the incoming tenant at point of application.

Where they have been allocated a home, they will be offered the equivalent level of security which will be a assured non-shorthold tenancy.

4. Reissue of a Fixed Term tenancy

We will begin the review process for fixed term tenancies 12 months before the end of the term. A formal review of the tenancy will be carried out to assess whether a new fixed term tenancy will be granted to the tenant. Once the review has been undertaken, the tenant will be provided with a 'Minded to' notice at least 6 months before the term is due to end setting out our decision to renew or not renew the tenancy. This will provide the tenant with a right of appeal where tenancies are not renewed.

The following circumstances will be considered to assess the eligibility of the tenant for a new fixed term tenancy of their current home, or of an alternative home. If one or more of the factors listed below apply the tenant may not be entitled to a new fixed term tenancy at the end of their current fixed term.

The assessment criteria includes:

- Whether the property is still suitable for the tenants needs (including whether an alternative property would be more suitable in size or facilities)
- Breaches of tenancy
- Eligibility for housing
- Financial circumstances
- Household composition

If a customer is vulnerable, for example by reason of age, illness or disability or they or a member of the household receive care or specialist support which can only be provided in their current home, this will take this into account in our decisions when issuing a tenancy. In most such circumstances LGAH will issue a lifetime tenancy to the tenant(s).

Where a fixed term tenancy is to be issued or renewed the tenancy offer will be made with consideration to the household makeup. LGAH will always look to assist households with children to remain in their home for the length of the child/children's education in the locality.

Two-year fixed term tenancies will only be offered in exceptional circumstances involving serious or persistent arrears where the alternative would be to decline to offer any tenancy, but we have been able to reach an agreement with the tenant over an agreed repayment plan including where possible to evidence that the repayment plan is being maintained. In addition, we may require as part of the agreement that the tenant engages with tenancy support services provided on behalf of LGAH as a provision of the tenancy offer.

Where a tenancy is not renewed we will give a minimum of 6 months' notice that we are "minded not to" renew the tenancy and provide the customer with the opportunity to seek independent advice and appeal this decision. Help with finding suitable alternative housing across the range of products will also be available.

5. Joint tenancies

At renewal stage if a sole tenant requests their spouse or partner is added to the new fixed term tenancy we will agree to this if:

- The applicant does not already have a tenancy with us.
- They can evidence that they have lived in the home for the past 12 months and it is their main or principal home
- The applicant meets the eligibility and qualifying criteria set out in our Common Housing Allocations Scheme and Nomination Agreements with local authority partners

If a joint tenant, ask for their partner to be removed from the new tenancy we need confirmation that the partner no longer resides in the property and no longer wants to be a joint tenant. If evidence is not provided we will work with the tenants to understand the issues before agreeing a course of action.

6. Assignment and Succession rights

We will comply with Housing Act 1988 and the Localism Act 2011 when the circumstances of succession or request to add or remove someone from a tenancy arise.

LGAH retain the rights to apply discretion in exceptional circumstances. For example, when an occupant does not have succession rights but clearly has a priority housing need for a social housing tenancy (and the grant of a new tenancy to them would not breach LGAH's obligations in relation to other arrangements such as nominations agreements). In such cases we would gather comprehensive evidence of the individual's circumstances and determine the outcome accordingly.

7. Mutual Exchanges and Transfers

Details of tenants' rights to mutually exchange are set out in the Housing Act 1985 and the Localism Act 2011. On receipt of a request from our tenants to exchange tenancies we will comply with any applicable legislation protecting security of tenure.

For a customer who had an assured or secure agreement that commenced on or before 1st April 2012 they will be granted a new assured non-shorthold agreement.

Tenants with less than 2 years remaining on their fixed term will be offered a new fixed term for 2 years.

Transferring tenants moving to a social rent property, who have an assured or secure agreement that commenced on or before 1 April 2012 and who have remained social housing tenants since that date, will be granted an assured non-shorthold agreement.

8. Minors (16 and 17 year olds)

We will house 16 or 17 year olds where they have a trustee appointed who can ensure that rent can be fully paid and who is able to sign a two year Fixed Term Assured Shorthold Tenancy. The trustee will hold the legal interest on behalf of the minor until they turn 18 years of age. At this point the legal interest will pass to the tenant.

9. Tenancy Fraud

LGAH is committed to making the best use of its assets, and meeting housing need across the country. We recognize that Tenancy Fraud in form of subletting, key selling, or obtaining a tenancy by deception, can mean that valuable housing stock is not always allocated to those who need it most.

To prevent fraud at the start of each tenancy, or subsequent tenancy review or change we will:

- Verify the identification of each tenant
- Complete a referencing check which may include a soft credit check and income verification
- Referral to a fraud check provider where any risk have been highlighted

We will also carry out periodic, random Tenancy Audits, covering the above suite of checks and a home visits where needed, to verify the identity and occupancy of tenants.

Staff who are involved in the lettings and tenancy change process will be subject to regular training relating to Tenancy Fraud to ensure they have the knowledge and skills to identify and investigate cases.

10. Monitoring, Review and Evaluation

This policy will be reviewed every two years

Accountable Director	Shaun Holdcroft
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