



Tenure Management Policy & Procedures

**Effective from:
01 September 2024**

APPLICATION OF THIS DOCUMENT

The Regulator of Social Housing (RSH) Regulatory Framework sets out the Tenancy Standard which requires Registered Providers to publish clear and accessible policies which outline their approach to:

- ▶ The type of tenancies they will grant.
- ▶ Where they grant tenancies for a fixed term, the length of those terms.
- ▶ The circumstances in which they will grant tenancies of a particular type.

This document is designed to ensure that the commencement, sustainment and termination of tenure and occupancy agreements is managed in a consistent and appropriate way in line with the Tenancy Standard and in compliance with all relevant law.

This document also sets out how we are making the best possible use of our housing stock by managing long term absence as well as ensuring we act swiftly to repossess properties that have been abandoned. Abandoned properties have financial costs (due to loss of income) and social costs (ensuring accommodation is available for households in housing need).

This Policy applies to all legal entities within the Group.

1. Policy Statement

- 1.1 In accordance with the Tenancy Standard, as set out in the Regulatory Framework issued by the RSH, we will offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of our housing stock.
- 1.2 We will meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.

2. Definitions

- 2.1 **Excluded License:** An excluded licence gives permission to occupy. The resident does not have exclusive occupation. The licence agreement is excluded from the Protection From Eviction Act (PFEA) 1977 and offers less security than other forms of tenure. There are basic contractual rights written into the agreement. Excluded licences do not require a court order to evict a resident. A landlord only needs to serve a notice giving the requisite notice as set out in the licence agreement.
- 2.2 **License:** A licence gives permission to occupy. The resident does not have exclusive occupation. Licences are not excluded from the Protection from Eviction Act 1977 and a court order is required to obtain possession. The landlord will need to serve a 28 day 'notice to quit' to end the licence agreement. There are basic contractual rights written into the agreement and, should the resident not vacate the property by the expiry date, a court order for possession must be obtained.
- 2.3 **Periodic Assured Shorthold Tenancy:** The tenant has exclusive occupation of the property. Periodic tenancies roll forward from week to week or month to month. The landlord will need to serve a Section 21 notice to end the tenancy giving 2 months' written notice.
- 2.4 **Fixed Term Assured Shorthold Tenancy:** The tenant has exclusive occupation of the property. The tenancy is for a fixed term. There is no minimum fixed term. Once the fixed term has ended and not renewed with another fixed term assured shorthold tenancy it becomes a statutory periodic tenancy.

- 2.5 **Assured Tenancy:** the tenant has exclusive occupation of the property. Periodic tenancies roll forward from week to week or month to month. Grounds for possession must be proven to obtain a possession order and the landlord cannot rely on a Section 21 Notice to end the tenancy.
- 2.6 **Starter Tenancy:** a starter tenancy is a periodic Assured Shorthold Tenancy which can be converted by the landlord to an Assured Tenancy after a probationary period of 12 months (which may be extended to 18 months) during which the landlord assesses the ability of the tenant to sustain the tenancy. During the probationary period the tenancy can be ended using the Section 21 Notice. Once the tenancy is converted, grounds for possession must be used to obtain a possession order and the landlord cannot rely on a Section 21 Notice to end the tenancy.
- 2.7 **Tenure:** Any of the above mentioned contracts entered into by the resident and the Charity.
- 2.8 **Resident:** A person who lives with the YMCA under one of the above mentioned contracts.
- 2.9 **Hostel:** "Hostel" means a building in which is provided, for persons generally or for a class or classes of persons (a) residential accommodation otherwise than in separate and self-contained sets of premises, and (b) either board or facilities for the preparation of food adequate to the needs of those persons, or both
- 2.10 **NTQ:** Notice to Quit
- 2.11 **A Notice:** a legal document giving notice to end a licence
- 2.12 **DWP:** Department of Works and Pensions
- 2.13 **s21 Notice:** A section 21 notice is the form of notice a landlord must give to start the process to end an assured shorthold tenancy (section 21 Housing Act 1988).
- 2.14 **s8 Notice:** A section 8 notice is the form of notice a landlord must give to start the process to seek possession if an assured shorthold or assured resident has broken the terms of the tenancy (section 8 Housing Act 1988).
- 2.15 **The Charity:** YMCA St. Paul's Group and all legal entities within the Group.

3. Equality Impact Assessment

- 3.1 Decisions relating to an individual's access to housing, and security of tenure, can be affected by their characteristics, perceived or real.
- 3.2 By clearly defining the circumstances under which certain tenure types are given, based on the accommodation and the individual's needs, we can reduce the risk of bad decisions being made, and people being discriminated against due to any protected characteristic.
- 3.3 The majority of processes involved in tenure management are paper based and contain a great deal of written information. The Charity needs to ensure that the language and literacy skills of individual customers are being met and customers are fully aware of the meaning and implications of tenure management.
- 3.4 Items such as the easy read version of a tenure agreement are designed to support residents for whom English is not their fluent language, or where literacy issues and/ or other support

needs impact on their ability to understand a contractual document. Where appropriate, we will work with advocates to support the resident.

- 3.5 The organisation is in a position of authority in relation to tenure management. This document is designed to standardise working practices and minimise the potential risk of authority being used to discriminate against specific individuals or groups of customers.

4. Guidance on Terms of Occupancy

4.1 Types of Agreements:

We offer occupancy agreements which are compatible with the:

- ▶ Purpose of the accommodation
- ▶ Needs of individual households
- ▶ Sustainability of the community
- ▶ Efficient use of our homes
- ▶ Strategic housing functions of our partner local authority

We use a range of occupancy agreements including, but not limited to:

- ▶ Excluded Licence Agreements
- ▶ Licence Agreements
- ▶ Periodic Assured Shorthold Tenancies
- ▶ Fixed Term Assured Short Hold Tenancies
- ▶ Assured Tenancies
- ▶ Starter Tenancies

- 4.2 We mainly provide short stay accommodation for vulnerable young people and adults, with the purpose of supporting them to develop independent living skills so that they can move onto independent accommodation. Many of our residents are vulnerable and at risk and as a consequence the housing support staff need to intervene quickly in the event of a crisis or where the young person may harm themselves or others.
- 4.3 The terms of occupancy need to be compatible with the aims and objectives of the accommodation so that we can carry out our safeguarding duties where appropriate. Where there is staff presence on site or staff intensely manage off site properties, we issue licence agreements as staff need to have immediate access to the accommodation and carry out regular welfare and safety checks. The residents will therefore not have exclusive occupation of the accommodation.
- 4.4 For more independent accommodation we will either issue Periodic or Fixed Term Assured Shorthold Tenancies. This independent accommodation is not intended to provide a tenancy for life and is instead intended to provide short or medium term independent accommodation from which individuals will move on. In most circumstances we will issue a Periodic Assured Shorthold Tenancy unless there is a good reason to issue a Fixed Term Assured Shorthold Tenancy.
- 4.5 We also provide longer-term accommodation for residents in our General Needs and Supported Living schemes where we will use Starter Tenancies for new residents, converting to Assured Tenancies after the initial 'trial' period.
- 4.6 Some of our tenures are fixed term. We will, before the end of the term of the tenure, provide notice in writing to the resident stating either that we propose to grant another tenancy on the expiry of the existing fixed term or that we propose to end the tenancy.

- 4.7 Any resident being moved due to refurbishment or redevelopment will not be offered a form of tenure less secure than their original form of tenure.

4.8 Excluded Licence Agreement

In our hostel accommodation we offer excluded licence agreements.

Generally hostel accommodation will provide shared accommodation, where residents share facilities such as a bathroom or a kitchen or both. Some hostels have rooms with ensuite facilities with a shared kitchen, or the provision of meals. Other hostels have clusters of rooms where hostel rooms are clustered together with the residents sharing some facilities in each cluster (usually a kitchen and sometimes also a bathroom).

Our hostel accommodation has a staffing presence on-site so that they can intervene quickly in the event of a crisis. On-site staff are required to have immediate access to residents' bedrooms if they consider the resident is at risk.

We will offer excluded licences in our hostel accommodation as we need to manage our hostels effectively, including having immediate access to rooms to intervene to prevent a crisis, conducting regular welfare and safety checks, as well as moving residents from one room to another to manage the accommodation. As a consequence, residents will not have exclusive occupation of the accommodation.

We will ensure that the home continues to be occupied by the resident we let the home to in accordance with the requirements of the relevant tenure agreement, for the duration of the tenure.

We will write certain contractual rights into the excluded licence agreement, including:

- ▶ The resident's right to occupy the home
- ▶ The resident's right to consultation
- ▶ The resident's right to complain
- ▶ The resident's right to access their personal data
- ▶ Our absolute right of entry to the room at all times.

4.9 Licence Agreement

We will grant licences where temporary accommodation is provided in a self-contained flat with an on-site staff presence or shared houses/ flats which are intensely managed by staff.

The self-contained flats will be for a single household and may consist of a bedsit, a one-bedroom flat or more than one bedroom for a family e.g. mother and child. The self-contained flats will incorporate a bathroom and facilities for the preparation of meals for the exclusive use of the household. The shared houses/ flats will have a number of single households sharing facilities such as bathrooms and kitchens.

Licences do not provide residents with exclusive occupation as staff have the right to have immediate access to a flat/ room to intervene in a crisis or to ensure the well-being of the resident.

We will ensure that the home continues to be occupied by the resident we let the home to in accordance with the requirements of the relevant tenure agreement, for the duration of the tenure.

We will write certain contractual rights into the non-excluded licence agreement, including:

- ▶ The resident's right to use and occupy the accommodation on a non-exclusive basis
- ▶ The resident's right to consultation
- ▶ The resident's right to complain
- ▶ The resident's right to access their personal data
- ▶ Our absolute right of entry to the room at all times.

4.10 Periodic Assured Shorthold Tenancy

Periodic Assured Shorthold Tenancies are a form of Assured Tenancy with limited security of tenure and the tenancy rolls forward from week to week or month to month.

The tenant has exclusive occupation of the property. This means that the tenant has the right to exclude others from the property, subject to the restricted rights that the landlord may reserve to enter and repair the property, for example.

We will issue Periodic Assured Shorthold Tenancies where a resident occupies a self-contained flat where staff do not carry out regular welfare checks on residents. The property may offer shared accommodation with each resident having their own tenancy. Staff may provide visiting support to the tenants, and may have an office on site, but normally there would be no on-site staffing presence.

We will ensure that the home continues to be occupied by the resident we let the home to in accordance with the requirements of the relevant tenure agreement, for the duration of the tenure.

4.11 Fixed Term Assured Shorthold Tenancy

Fixed Term Assured Shorthold Tenancies are a form of Assured Tenancy with limited security of tenure and the tenancy is for a fixed period. Following the fixed period it becomes a statutory periodic tenancy.

The tenant has exclusive occupation of the property. This means that the tenant has the right to exclude others from the property, subject to the restricted rights that the landlord may reserve to enter and repair the property, for example.

We may grant Fixed Term Assured Shorthold Tenancies in certain circumstances, where the accommodation is intended to be longer term. We will decide on the fixed term depending on the type of service and needs of the service user. The fixed term could be 12 months, 24 months or any other term that is appropriate depending on the purpose of the accommodation.

We will ensure that the home continues to be occupied by the resident we let the home to in accordance with the requirements of the relevant tenure agreement, for the duration of the tenure.

4.12 Assured Tenancy

Residents holding Assured Tenancies have full security of tenure. This means that they can only be ended by the landlord proving a ground for possession and obtaining a possession order. The tenancy runs from week to week or month to month.

The tenant has exclusive occupation of the property. This means that the tenant has the right to exclude others from the property, subject to the restricted rights that the landlord may reserve to enter and repair the property, for example.

We will issue Assured Tenancies in our General Needs and Supported Living schemes where a resident is moving from other housing stock (ours or another social housing provider) where they already hold an Assured Tenancy. The tenant will occupy a self-contained home or a sole occupancy home with shared facilities and where the Charity's staff do not carry out regular welfare checks on residents. In our Supported Living schemes, support is provided by a third party, either the local Council or another specialist provider of support.

We will ensure that the home continues to be occupied by the resident we let the home to in accordance with the requirements of the relevant tenure agreement, for the duration of the tenure.

4.13 Starter Tenancy

A starter tenancy is a Periodic Assured Shorthold Tenancy which can be converted by the landlord to an Assured Tenancy after a probationary period of 12 months (which may be extended to 18 months) during which the landlord assesses the ability of the tenant to sustain the tenancy. During the probationary period the tenancy can be ended using the Section 21 Notice. Once the tenancy is converted, grounds for possession must be used to obtain a possession order and the landlord cannot rely on a Section 21 Notice to end the tenancy.

The Starter Tenancy is the usual form of tenure for new residents in our General Needs and Supported Living Schemes. The resident will occupy a self-contained home or a sole occupancy home with shared facilities and where the Charity's staff do not carry out regular welfare checks on residents. In our Supported Living schemes, support is provided by a third party, either the local Council or another specialist provider of support.

We will ensure that the home continues to be occupied by the resident we let the home to in accordance with the requirements of the relevant tenure agreement, for the duration of the tenure.

4.14 16 and 17 Year Olds

Where we accommodate a person aged 16 or 17 we will issue an occupancy agreement as set out below:

Under Schedule 1 (6) of the Law of Property Act 1925 a Minor (under the age of 18) is not capable of holding a legal interest in a property. We are therefore unable to issue them with a tenancy. Further, a Minor does not have the legal capacity to enter into a contract, other than a 'contract of necessities'. We believe that a home is a necessity and will therefore grant the young person with an excluded licence or a licence as set out in the sections relating to licence agreements until such time that they reach 18.

Once the young person reaches 18, they will be granted with the appropriate agreement relevant to the property they occupy as outlined above.

5. Responsibilities

5.1 Group Director of Operations is responsible for:

- ▶ Monitoring compliance with this document
- ▶ Reviewing this document
- ▶ Monitoring annual key performance indicators relating to tenure

5.2 Head of Housing, Care & Support is responsible for:

- ▶ Authorising s21 and s8 notices
- ▶ Monitoring compliance with this document

5.3 Regional Housing & Support Managers are responsible for:

- ▶ Authorising immediate evictions under Excluded Licences
- ▶ Authorising applications to serve notices for Excluded Licences and NTQs for Licences
- ▶ Implementing this document and ensuring compliance across their services

5.4 Housing & Support Managers/ Project Managers and Coordinators are responsible for:

- ▶ Implementing this document and ensuring compliance within their service
- ▶ Seeking appropriate authorisation for the tenure termination process and providing the supporting evidence

5.5 Supported Housing Officers are responsible for:

- ▶ Delivering support to residents to facilitate sustainment of tenure
- ▶ Signing up new residents
- ▶ Inducting new residents
- ▶ Monitoring resident compliance with tenure agreements
- ▶ Initiating and maintaining formal processes in relation to tenure

5.6 Rent and Tenancy Administration team are responsible for:

- ▶ Ensuring appropriate agreements have been entered into before creating the resident on Inform & Pyramid
- ▶ Keeping a log of all properties and relevant tenure types
- ▶ Ensure template agreements are shared with staff
- ▶ Amend template agreements where necessary

Starting an Excluded Licence or Licence

- 5.7 The resident has been assessed and accepted in line with the Charity's requirements. This includes proof of ID, income and proof that the resident can live in the UK and is entitled to receive benefits.
- 5.8 The resident has had an opportunity to view a ready to let room/ flat and accepts the property.
- 5.9 Explain non-exclusive use of the room/ flat and that the resident can be asked to move at any time. Explain the opening times of any shared facilities such as kitchens, café, laundries, etc.
- 5.10 Ensure you have the correct type of licence agreement for the room/ flat.
- 5.11 Explain the licence agreement in full to the resident. Sign two copies of the licence. Keep one on the file and give one to the resident.
- 5.12 Complete the booking in checklist with the resident.
- 5.13 Discuss the importance of paying the licence fee and go through the arrears procedure in line with guidelines.

6. Guidance - Starting an Excluded Licence or Licence

- 6.1 Proof of ID which the Charity will accept includes a valid passport, birth certificate, photo driving licence or relevant travel documents produced by the Home Office.
- 6.2 Proof of income will normally be a copy of a resident's wage slip or an entitlement letter from the DWP. If a resident is receiving Employment Support Allowance (ESA) or Pension Credit, their Housing Benefit entitlement will be affected and therefore they may need to pay an increased service charge.
- 6.3 Make sure that new licences are used and that old out of date licences are not in use. New and up to date copies of all licences can be found on the Housing page on the Intranet. If there are no copies of the licences on the Intranet, or they are out of date, you must alert your line manager.
- 6.4 Sign up should take place within 1 working day of the void being resolved.
- 6.5 Complete the Booking in check list.
- 6.6 Read through the licence with the resident. Encourage the resident to ask questions around any points of the licence that they are unsure of. Emphasise the rights and responsibilities of both the landlord and the resident that are written in the licence.
- 6.7 Collect a signed copy of the licence, photocopy it and give the original to the resident and file the copy in the resident's electronic file on Inform.
- 6.8 Unless the resident signs a consent and data protection form the Charity is unable to hold any client information. At this point it is important to explain our limitations with regard to confidentiality.
- 6.9 Housing benefit forms should be completed at sign up and are usually done online. The receipt must be printed and filed in the resident electronic folder. If completed on a hardcopy, paper forms need to be taken to, or posted recorded delivery, to the local housing benefit office. If hand delivered, always get a receipt as proof of delivery. Residents will need proof of ID to be submitted with their housing benefit request. Housing benefit forms must be submitted with all supporting documents within 3 working days or before the weekend. Please see local housing benefit forms for a list of accepted identification. A copy of the resident's housing benefit form should be placed in their electronic file.
- 6.10 It is important to emphasise that setting up and maintaining a housing benefit claim is the resident's responsibility but assure the resident that you will support them with these processes.
- 6.11 Arrange a date with the resident for their first key work session.
- 6.12 Arrange for your resident to visit the local job centre or fax any change of address information to the benefits agency.
- 6.13 Explain the Complaints Procedure, ensuring that they know who they can make a complaint to.
- 6.14 The house rules and service scheme description for the property the resident will be occupying must be given to the resident together with the licence (these are contained within the schedules of the licence agreements for each service).

6.15 A Welcome Pack must be given to the resident. It is important to emphasise the move-on, local facilities and local diversity information contained within these documents.

6.16 Complete the CORE forms and the Supporting People client record forms (where applicable).

7. Terminating an Excluded Licence

7.1 Refer to the actual agreement for grounds to end a licence.

7.2 The usual reasons for needing to end a licence are:

- ▶ Ending of the licence period
- ▶ The resident being found alternative and/or more suitable accommodation with another provider
- ▶ Failure to engage with the support services offered by us
- ▶ Failure to pay the licence fee
- ▶ Causing damage either to the property or to the communal areas
- ▶ Abusive or threatening behaviour, directed towards any other resident or towards staff or contractors
- ▶ Any behaviour deemed to be causing a nuisance
- ▶ Any criminal behaviour, committed either in the property or the communal areas, or in the neighbourhood
- ▶ Any other breach of the licence terms or breach of the house rules that apply to any given property
- ▶ Failure by the resident to control the behaviour of their visitors

7.3 The circumstances of the breach are discussed with a manager and a course of action leading to eviction is agreed. Evictions must not occur at weekends.

7.4 The co-ordinator/ manager should prepare the evidence required to show that every other option has been explored, and that the resident has been adequately supported to address behaviours.

7.5 The co-ordinator/ manager should contact the Regional Housing & Support Manager to seek permission to issue an 'intention to serve notice' based on the evidence provided.

7.6 If permission is granted, issue the 'intention to serve notice' and arrange a meeting with the co-ordinator/ manager and resident where the reasons for the intention to terminate their licence can be discussed.

7.7 Depending on the reason for issuing an intention to serve notice, the resident might agree to an Acceptable Behaviour Contract or Payment Plan (if the intention to serve notice was for rent arrears). Make it clear to them that if they breach the contract we will serve notice without any further opportunities to meet.

7.8 In some cases we might not come to an agreement with the resident during the 'intention to serve notice' meeting at which point we would proceed and serve notice in line with the licence agreement.

7.9 If, at the expiry of the notice period, the resident refuses to leave the accommodation, the police may be called to assist in the removal of the resident.

8. Immediate termination of an Excluded Licence

- 8.1 Refer to the actual agreement for grounds to end a licence. Non rent arrears evictions should be considered in light of the risk to the licensee, other residents, customers or staff. Immediate evictions **MUST** be agreed with the relevant Regional Manager or Head of Housing, Care & Support in their absence.
- 8.2 The circumstances of the breach are discussed with a manager and a course of action leading to eviction is agreed. Evictions must not occur unless the appropriate authorisation can be received.
- 8.3 The co-ordinator/ manager should prepare the evidence required to show that every other option has been explored, and that the resident has been adequately supported to address behaviours.
- 8.4 The co-ordinator/ manager should contact the Regional Manager or Head of Housing, Care & Support for approval.
- 8.5 If permission is granted, issue immediate notice to the resident. No 'intention to serve notice' will be issued in these cases.
- 8.6 If the resident refuses to leave the accommodation, the police may be called to assist in the removal of the licensee.

9. Guidance – Terminating an Excluded License

- 9.1 The resident has a legal contract with the Charity.
- 9.2 We should ensure we have followed our internal policies for dealing with breaches of the licence, for example the arrears policy, and must have copies of relevant letters and notes of meetings with the resident.
- 9.3 In cases of unacceptable or anti-social behaviour, an Acceptable Behaviour Contract (ABC) should be entered into with the resident.
- 9.4 The circumstances of the breach are discussed with a co-ordinator/ manager and a course of action leading to eviction is agreed (at weekends the on-call manager may need to be called).
- 9.5 A written notice must be served on the resident, ordinarily giving 14 days' notice. They cannot simply be "asked to leave". All notices must be checked and signed by a co-ordinator of manager.
- 9.6 Urgent evictions with shorter notice periods could occur where the resident poses a significant threat or actual harm to the health and safety of staff or other customers. Urgent evictions must be authorised by the Regional Manager or Head of Housing, Care & Support.
- 9.7 In a case where notice has been served and has expired, the decision to evict if the resident has not vacated voluntarily will be made by the Regional Manager.

10. Terminating a Licence

- 10.1 Refer to the actual agreement for grounds to end a licence.
- 10.2 The usual reasons for needing to end a licence are:

- ▶ Ending of the licence period
- ▶ The resident being found alternative and/or more suitable accommodation with another provider
- ▶ Failure to engage with the support services offered by us
- ▶ Failure to pay the licence fee
- ▶ Causing damage either to the property or to the communal areas
- ▶ Abusive or threatening behaviour, directed towards any other resident or towards staff or contractors
- ▶ Any behaviour deemed to be causing a nuisance
- ▶ Any criminal behaviour, committed either in the property or the communal areas, or in the neighbourhood
- ▶ Any other breach of the licence terms or breach of the house rules that apply to any given property
- ▶ Failure by the resident to control the behaviour of their visitors

- 10.3 The circumstances of the breach are discussed with a co-ordinator/ manager and a course of action leading to eviction is agreed.
- 10.4 The co-ordinator/ manager should prepare the evidence required to show that every other option has been explored, and that the resident has been adequately supported to address behaviours.
- 10.5 The co-ordinator/ manager should contact the Regional Manager to seek permission to issue an 'intention to serve a notice to quit' based on the evidence provided.
- 10.6 If permission is granted, issue the 'intention to serve a notice to quit' and arrange a meeting with the co-ordinator/ manager and resident where the reasons for the intention to terminate their licence can be discussed.
- 10.7 Depending on the reason for issuing an intention to serve a notice to quit, the resident might agree to an Acceptable Behaviour Contract or Payment Plan (if the intention to serve notice was for rent arrears). Make it clear to them that if they breach the contract we will serve an NTQ without any further opportunities to meet.
- 10.8 In some cases we might not come to an agreement with the resident during the 'intention to serve notice' meeting at which point we would proceed and serving an NTQ in line with the licence agreement.
- 10.9 If, at the expiry of the notice period, the resident refuses to leave the accommodation, a court order for possession has to be obtained. Pending the expiry of the NTQ, standard Court Possession papers should be prepared (claim form, particulars and at least one supporting statement). Proceedings can be issued as soon as the notice period expires.

11. Guidance – Terminating a License

- 11.1 The resident has a legal contract with the Charity.
- 11.2 We should ensure we have followed our internal policies for dealing with breaches of the licence, for example the arrears policy, and must have copies of relevant letters and notes of meetings with the resident.

- 11.3 In cases of unacceptable or anti-social behaviour, an Acceptable Behaviour Contract (ABC) should be entered into with the resident.
- 11.4 The circumstances of the breach are discussed with a co-ordinator/ manager and a course of action leading to eviction is agreed (at weekends the on call manager would need to be called).
- 11.5 An NTQ must be served on the resident giving at least 28 days' notice. They cannot simply be "asked to leave". All NTQs must be checked and signed by a co-ordinator or manager.
- 11.6 Where the resident poses a significant threat or actual harm to the health and safety of staff or other customers we may seek the involvement of the police. If a crime has been committed, the police should be involved and in serious cases, a resident may be bailed away from the property. The alternative is to seek a 'without notice injunction' before the civil court. In cases of extreme behaviour, we may be successful in obtaining an injunction which ousts the resident from the property pending possession proceedings. Such injunctions should only be considered in cases where there is a serious risk to other residents and/ or staff. The application for such an injunction must be authorised by the Head of Housing, Care & Support. Alternatively, an injunction could be used to try to control the behaviour of a resident pending their eviction; injunctions which prevent residents from using drugs, from associating with certain people, playing loud music, being abusive etc. We may be able to obtain a power of arrest which would allow the police to quickly arrest in the event of a breach; and in the event of breach, the resident could potentially be imprisoned.
- 11.7 In a case where an NTQ has been served and has expired, the decision to issue court proceedings will be made by the Regional Manager.
- 11.8 The Pre-Action Protocol for Possession Claims by Social Landlords must be followed before issue of proceedings where mandatory grounds are relied on (for these purposes, mandatory grounds include action using an NTQ).

12. Starting a Tenancy (Periodic or Fixed Term Assured Shorthold Tenancy (AST), Starter Tenancy or Assured Tenancy)

- 12.1 The resident has been assessed and accepted in line with the Charity's requirements (including internal processes should this resident already be living with us in a different property under a different occupancy agreement). This includes proof of ID, income and proof that the resident can live in the UK and is entitled to receive benefits.
- 12.2 The resident has had an opportunity to view a ready to let room/ flat and accepts the property.
- 12.3 Explain the tenancy agreement in full to the resident. Sign two copies of the agreement. Keep one on the file and give one to the resident.
- 12.4 Complete the booking in checklist with the resident.
- 12.5 Discuss the importance of paying the rent and go through the arrears procedure in line with guidelines.

13. Guidance - Starting a Tenancy

- 13.1 Proof of ID which the Charity will accept includes a valid passport, birth certificate, photo driving licence or relevant travel documents produced by the Home Office.

- 13.2 Proof of income will normally be a copy of a resident's wage slip or an entitlement letter from the DWP. If a resident is receiving Employment Support Allowance (ESA) or Pension Credit their Housing Benefit entitlement will be affected and therefore they may need to pay an increased service charge.
- 13.3 Make sure that current agreements are used and that old out of date agreements are not in use. New and up to date copies of all agreements can be found on the Intranet in the Housing section. If there are no copies of the agreements on the Intranet, or they are out of date, you must alert your line manager.
- 13.4 Sign up should take place within 1 working day of the void being resolved.
- 13.5 Complete the Booking in check list.
- 13.6 Read through the agreement with the resident. Encourage the resident to ask questions around any points that they are unsure of. Emphasise the rights and responsibilities of both the landlord and the resident that are written in the agreement.
- 13.7 Collect a signed copy of the agreement, photocopy it and give the original to the resident and file a scanned copy in the resident's electronic file.
- 13.8 Unless the resident signs a consent and data protection form the Charity are unable to hold any client information. At this point it is important to explain our limitations with regard to confidentiality.
- 13.9 If applicable, housing benefit forms should be completed at sign up and are usually done online. The receipt must be printed and filed in the resident folder. If completed on a hardcopy, paper forms need to be taken to, or posted recorded delivery, to the local housing benefit office. If hand delivered, always get a receipt as proof of delivery. Residents will need proof of ID to be submitted with their housing benefit request. Housing benefit forms must be submitted with all supporting documents within 3 working days or before the weekend. Please see local housing benefit forms for a list of accepted identification. A copy of the resident's housing benefit form should be placed in their electronic file.
- 13.10 It is important to emphasise that setting up and maintaining a housing benefit claim is the resident's responsibility but assure the resident that you will support them with these processes.
- 13.11 Arrange a date with the resident for a key work session.
- 13.12 Arrange for your resident to visit the local job centre or fax any change of address information to the benefits agency.
- 13.13 Explain the Complaints Procedure, ensuring that they know who they can make a complaint to.
- 13.14 The house rules and service scheme description for the property the resident will be occupying must be given to the resident together with the licence (these are contained within the schedules of the licence agreements for each service).
- 13.15 A Welcome Pack must be given to the resident. It is important to emphasise the move-on, local facilities and local diversity information contained within these documents.

13.16 Ensure the Welcome Pack contains the [‘How to rent: the checklist for renting in England’](#) leaflet, up to date gas certificate and a valid Energy Performance Certificate for the property.

13.17 Complete the CORE forms and the Supporting People client record forms (where applicable).

14. Terminating a Periodic AST or Starter Tenancy (during the starter period)

14.1 We can terminate the tenancy by issuing the resident with 2 months’ written notice in the prescribed format under Section 21 (“a s21 notice”) or in the case of a breach of terms by the resident a Section 8 ‘Notice Seeking Possession’, (“a s8 notice”), giving between 2 weeks’ and 2 months’ notice depending on which terms they have broken.

14.2 The co-ordinator/ manager should prepare the evidence required to show that every other option has been explored, and that the resident has been adequately supported to address behaviours.

14.3 The co-ordinator/ manager should contact the Regional Manager to seek permission to issue an ‘intention to serve an s21/ s8 notice’ based on the evidence provided.

14.4 If permission is granted, issue the ‘intention to serve an s21/ s8 notice’ and arrange a meeting with the co-ordinator/ manager and resident where the reasons for the intention to terminate their tenancy can be discussed.

14.5 Depending on the reason for issuing an intention to serve an s21 or s8 notice, the resident might agree to an Acceptable Behaviour Contract or Payment Plan (if the intention to serve notice was for rent arrears). Make it clear to them that if they breach the contract we will serve an s21 or s8 notice without any further opportunities to meet.

14.6 In some cases we might not come to an agreement with the resident during the ‘intention to serve an s21/ s8 notice’ meeting at which point we would proceed and serving an s21 or s8 notice.

14.7 For tenancies that started or were renewed on or after 1 October 2015, the notice must be on [Form 6A](#) for s21 notices or Form 3: [‘Notice seeking possession of a property let on an assured tenancy or an assured agricultural occupancy’](#) for s8 notices.

14.8 The form must be completed and submitted to the Head of Housing, Care & Support for approval before it is served on the resident.

14.9 If, at the expiry of the notice period, the resident refuses to leave the accommodation, a court order for possession has to be obtained. Pending the expiry of the s21 or s8 notice, standard Court Possession papers should be prepared (claim form, particulars and at least one supporting statement). Proceedings can be issued as soon as the notice period expires but no later than 6 months after the notice was originally served for s21 notices.

14.10 The Pre-Action Protocol for Possession Claims by Social Landlords must be followed before issue of proceedings where rent arrears grounds or mandatory grounds are relied on (mandatory grounds include action using a s21 notice).

15. Guidance on Terminating a Periodic AST

15.1 Section 21 notices can only be served 4 months after the start of the original tenancy. Section 8 notices can be served at any time if there has been a breach of the terms by the resident.

15.2 Check that the dates and address are correct on the form or the notice will be invalid.

- 15.3 Court action to take possession must be started within 6 months of serving the notice.
- 15.4 We must provide the residents with current gas safety certificates, the latest version of the leaflet [‘How to rent: the checklist for renting in England’](#) at the time the tenancy started and a valid Energy Performance Certificate for the property. If any of these were not given to the resident at the right time, s21 notices will be invalid.
- 15.5 We must ensure deposits, where applicable, are protected in a government-approved tenancy deposit scheme and that they are protected within 30 days of the resident paying it to us. We must also provide the resident with required information regarding the deposit scheme used. Again, if any of this was not done, s21 notices will not be valid.
- 16. Terminating a Fixed Term AST early or terminating an Assured Tenancy¹**
- 16.1 We can only terminate the tenancy in the case of a breach of terms by the resident. In these circumstances we would issue a Section 8 ‘Notice Seeking Possession’, an s8 notice, giving between 2 weeks’ and 2 months’ notice depending on which terms they have broken.
- 16.2 The co-ordinator/ manager should prepare the evidence required to show that seeking possession is proportionate, that every other option has been explored, and that the resident has been adequately supported to address behaviours.
- 16.3 The co-ordinator/ manager should contact the Regional Manager to seek permission to issue an ‘intention to serve a s8 notice’ based on the evidence provided.
- 16.4 If permission is granted, issue the ‘intention to serve a s8 notice’ and arrange a meeting with the co-ordinator/ manager and resident where the reasons for the intention to terminate their tenancy can be discussed.
- 16.5 Depending on the reason for issuing an intention to serve an s8 notice, the resident might agree to an Acceptable Behaviour Contract or Payment Plan (if the intention to serve notice was for rent arrears). Make it clear to them that if they breach the contract we will serve an s8 notice without any further opportunities to meet.
- 16.6 In some cases we might not come to an agreement with the resident during the ‘intention to serve an s8 notice’ meeting at which point we would proceed and serving an s8 notice.
- 16.7 The notice must be on Form 3: [‘Notice seeking possession of a property let on an assured tenancy or an assured agricultural occupancy’](#) for s8 notices.
- 16.8 The form must be completed and submitted to the Head of Housing, Care & Support for approval before it is served on the resident.
- 16.9 If, at the expiry of the notice period, the resident refuses to leave the accommodation, a court order for possession has to be obtained. Pending the expiry of the s8 notice, standard Court Possession papers should be prepared (claim form, particulars and at least one supporting statement). Proceedings can be issued as soon as the notice period expired.
- 16.10 The Pre-Action Protocol for Possession Claims by Social Landlords must be followed before issue of proceedings where rent arrears grounds or mandatory grounds are relied on (mandatory grounds include action using a s21 notice).

¹ This includes a Starter Tenancy which has been converted to an Assured Tenancy

17. Guidance on Terminating a Fixed Term AST early or an Assured Tenancy

- 17.1 In both cases, grounds for possession under Schedule 2 Housing Act 1988 must be relied on to end the tenancy.
- 17.2 Section 8 notices specifying the grounds for possession can be served at any time if there has been a breach of the terms by the resident or other grounds apply.
- 17.3 Check that the dates and address are correct on the form or the notice will be invalid.
- 17.4 Court action to take possession must be started within 12 months of serving the notice.
- 17.5 In the case of ASTs, we must provide the residents with current gas safety certificates, the latest version of the leaflet [‘How to rent: the checklist for renting in England’](#) at the time the tenancy started and a valid Energy Performance Certificate for the property. If any of these were not given to the resident at the right time, s21 notices will be invalid.
- 17.6 We must ensure deposits, where applicable, are protected in a government-approved tenancy deposit scheme and that they are protected within 30 days of the resident paying it to us. We must also provide the resident with required information regarding the deposit scheme used. Again, if any of this was not done, s21 notices will not be valid.

18. Absent Residents

- 18.1 It is a key principle when holding a tenancy or licence that the property is the resident’s only or principal home. Failure to do so can result in them being served notice in line with the relevant notice period.
- 18.2 Residents must inform us, in advance, if they intend to be absent from the property for longer than the prescribed period of time as specified in their individual occupancy agreement. Residents must also advise us of a planned return date.
- 18.3 Where notice of absence is given in line with the occupancy agreement, we will ask for details of the circumstances from the resident. This could include the reasons for the absence, duration, certainty of return and date, forwarding address and contact number and arrangements for paying rent as applicable. We advise the resident that any absence longer than the agreed time may lead to us taking action to repossess the property.
- 18.4 Residents on licence agreements are not permitted to be absent from their properties for a substantial period of time, the period of which will be stipulated within the licence agreement, however temporary absence may be accepted in certain circumstances.
- 18.5 The following can be accepted as valid reasons for temporary absence:
 - ▶ Having a very short prison sentence
 - ▶ Staying in hospital
 - ▶ Staying with relatives to receive or provide support and care.

In all cases a management decision will be made considering the best possible use of the accommodation.

- 18.6 Residents on Tenancies are entitled to be absent from their properties for a more substantial period of time, as long as the property remains their only and principal home.
- 18.7 The following are generally accepted as valid reasons for temporary absence:

- ▶ Having a short prison sentence
- ▶ Staying in hospital
- ▶ Living in alternative accommodation as a result of domestic abuse
- ▶ Staying with relatives to receive or provide support and care
- ▶ Having fixed term employment elsewhere
- ▶ Going on an extended holiday

18.8 We are sympathetic to individual circumstances of residents who may be in hospital or may have received a prison sentence.

18.9 Where absence is due to a prison sentence we consider the following before making a decision on how to proceed:

- ▶ the nature of the crime
- ▶ expected duration of absence
- ▶ ability to pay the rent for the duration

Any serious offence committed may be deemed a serious breach of the tenancy and we will seek a court order for possession if the resident does not first terminate their tenancy. We will advise residents to seek independent legal advice.

18.10 If the length of absence means that arrangements for paying the rent and other charges cannot be made, the resident will be encouraged to end the tenancy. This may involve liaising, as appropriate, with the resident's probation officer, social worker or health worker. If they refuse to give up their property and arrears accrue, possession action will be taken in line with our income collection policy.

18.11 Where there are no rent arrears, however, it may be difficult to regain possession of the property through the courts. In these cases, we encourage the resident to give up their tenancy and where they refuse we consider taking possession action.

18.12 If the resident asks for an extension of the agreed period, we will review the request and may agree this in writing. If the extra time requested is excessive or we have sufficient reason to believe they have no intention of returning, we may decline the request and advise the resident to give up their tenancy.

18.13 Residents are not permitted to take in a house-sitter during their absence to look after their property.

19. Abandoned Properties

19.1 We monitor our estates, schemes and properties to minimise occurrences of abandonment and act swiftly to repossession the property where we find a resident has abandoned.

19.2 If we suspect that a resident has abandoned their property, we carry out investigations to determine whether this is the case. We consider a property to be abandoned if the conclusion can be made that the resident has no intention to return.

19.3 An abandoned property will normally meet most or all of the following criteria:

- ▶ The rent is not being paid
- ▶ Housing benefit or Universal Credit housing element has stopped
- ▶ The resident appears to have removed all or most of their personal belongings from the property
- ▶ A large amount of post has accumulated

- ▶ The property is insecure but this has not been reported by the resident
- ▶ The resident is no longer registered for council tax (where applicable)

- 19.4 We make every effort to contact the absent resident to see if they have any intention of returning and warn them that their home is at risk. When attempting to establish whether a property has been abandoned we will have regard to the resident's welfare, safety and legal rights. If they are known to be vulnerable, we will contact all relevant support agencies and next of kin as appropriate and follow our missing person's procedure.
- 19.5 If we can establish beyond reasonable doubt that the property is no longer the only and principal home of the legal occupier, we take steps to repossess the property. The steps we take will be dependent on the type of occupancy agreement held.
- 19.6 In the case of licences we will end the agreement in the normal way, giving the notice period stated in the agreement.
- 19.7 We will give the licensee a period of time to advise us of their intentions within the notice period. If the licensee has failed to remedy the breach and we are entirely satisfied the property is unoccupied we will take possession by physically re-entering the property (Forfeiture).
- 19.8 In the case of an abandoned Tenancy (AST, Starter or Assured) we will serve an NTQ because the tenancy has lost security of tenure. In addition, we may serve a "without prejudice" s8 or s21 notice to provide a safety net if the tenant claims not to have abandoned.

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APPENDIX 1

Type of agreement	Description	When granted	Ending the agreement
Excluded Licence	A licence is permission to occupy and the resident does not have exclusive occupation. The licence agreement is excluded from the Protection from Eviction Act 1977. There are basic contractual rights written into the agreement.	For hostel accommodation where there is shared facilities (either bathrooms, kitchens or both) and onsite staff require immediate and very regular access to the property.	Reasonable notice has to be given. We will give the resident a minimum of 7 days' written notice but may terminate the agreement earlier for significant breaches. The resident will give the YMCA at least 7 days' notice. A court order for possession does not have to be obtained.
Licence	A licence is permission to occupy and the resident does not have exclusive occupation. The licence agreement has to comply with the Protection from Eviction Act 1977. There are basic contractual rights written into the agreement.	For non-hostel accommodation (self-contained or shared) where staff require immediate and very regular access to the property.	YMCA St Paul's Group will service the resident with a notice to quit, giving the resident 28 days' written notice. In some serious cases, the YMCA reserves the right to obtain an injunction against the resident, should their presence on site during the notice period pose a serious risk to other residents and staff. The resident will give the YMCA at least 7 days' notice. A court order for possession has to be obtained.
Periodic Assured Shorthold Tenancy (including Starter Tenancy)	The tenant has exclusive occupation of the property. Periodic tenancies roll forward from week to week or month to month.	For self-contained accommodation where staff do not require immediate or regular access beyond normal landlord duties. Starter Tenancy will be used in our Supported Living Schemes only.	By the tenant serving the YMCA with 1 month notice. A possession order can be obtained under one of the grounds listed in Schedule 2 of the Housing Act 1988. A possession order can be obtained under the provisions of a <u>Section 21 of the Housing Act 1988</u> (once a section 21 has been served on a tenant a court can only grant a possession order if the tenant has been in occupation for 6 months at the time of the court hearing).
Fixed Term Assured Shorthold Tenancy or Assured Tenancy	The tenant has exclusive occupation of the property. The Assured Tenancy is periodic and rolls forward from week to week or month to month. The Fixed Term AST is for a fixed term. There is no minimum fixed term. Once the fixed term has ended then it becomes a statutory periodic tenancy.	For self-contained accommodation where staff do not require immediate or regular access beyond normal landlord duties. The accommodation is intended to be longer term. Assured Tenancies will be used in our General Needs and Supported Living Schemes only.	Fixed Term AST: by mutual agreement during the fixed term, where the tenant surrenders their tenancy. By the tenant serving the landlord with 4 weeks' notice once the fixed term has expired. Assured Tenancy: by the tenant serving the landlord with 4 weeks' notice. Fixed Term AST and Assured Tenancy: a possession order can be obtained under one of the grounds listed in Schedule 2 of the Housing Act 1988. Fixed Term AST only: a possession order can be obtained under the provisions of Section 21 of the Housing Act 1988 (a Section 21 notice cannot expire earlier than the end of the fixed term. The earliest the s21 can be served is 4 months from the tenancy start date.