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1. Document Overview

Purpose	To provide guidance to a staff/Board Member or customer on how a tenancy is managed and the rules around moving home or taking over a tenancy.
Applicable to	Thrive Homes and all subsidiary businesses
Audience	All Thrive colleagues, Board Members and customers
Data Classification	For internal and external use
Review Cycle	5 years
Next Review	01/05/2028

2. Document Version History

Version	Date	Author	Reviewer	Changes & Additions
V1.0	17/05/23	AB	Business Performance Team	Updated policy to reflect the use of Starter and Assured tenancies.
V1.1	01/10/24	SD	CCF	Updated policy to add tenancies for minors and implications of renewing a FTT if a court order is in place

3. Introduction

This policy outlines the tenancy types offered by Thrive Homes, the approach to managing tenancies including transfers and mutual exchanges, the approach to granting discretionary succession of a tenancy and the way in which a customer or prospective customer may request a review about the tenancy they have been granted. Thrive is committed to providing our customers with a quality, safe and affordable home and this policy supports our core principles for customers to have a clear understanding of what Thrive provides as a landlord and what is expected in return and to have an open and honest relationship with us.

4. Scope

This policy applies to all social rent properties which includes those properties let at an affordable and intermediate rent. Allocations for properties which are not considered to be social rent (for example market rent, rent to home buy or shared ownership) are outside the scope of this policy.

5. Definitions

The below definitions apply to this Policy:

Assured Shorthold Starter Tenancy	Offered to new customers, this is a periodic assured shorthold tenancy that lasts for 12 months or any extension period (a maximum of 6 months extension). It gives customers a trial period in which to demonstrate they can manage their tenancy satisfactorily. If there are any problems with the conduct of the tenancy during the first 12 months, it can be extended for a further 6 months. Once the starter period is finished and if the tenancy is conducted satisfactorily, customers will automatically be given an assured tenancy agreement. In line with regulatory framework on starter tenancies, we would terminate those tenancies in accordance with Section 21, which has the right of appeal for those tenancies not conducted in a satisfactory manner.
Assured Shorthold Pre-Fixed Term Starter Tenancy	A periodic assured shorthold tenancy that lasts for 12 months or any extension period (a maximum of 6 months extension). It gives customers a trial period in which to demonstrate they can manage their tenancy satisfactorily. If there are any problems with the conduct of the tenancy during the first 12 months, it can be extended for a further 6 months. Once the starter period is finished and if the tenancy is conducted satisfactorily, customers may be invited to enter into an assured tenancy or a fixed term tenancy agreement.

	In line with regulatory framework on fixed terms, we will assess the customer circumstances not less than 6 months before the expiry of the fixed term tenancy, to decide whether to: • Issue a new fixed term tenancy • Issue a lifetime tenancy • Terminate the tenancy
Fixed term Tenancy	A non-periodic assured shorthold tenancy which ends after a fixed term.
Assured Tenancy	A periodic assured tenancy granted in accordance with the Housing Act 1988. Most customers who entered into their general needs tenancy prior to 1 April 2012 with Thrive would have had this type of tenancy.
Assured Tenancy (Transferring Tenants)	A periodic or lifetime assured tenancy offered only to customers who transferred to Thrive Homes from Three Rivers District Council – this will have additional protected rights as these customers would have originally been secure tenants with the Council.
Secure Tenancy	Customers whose tenancy with Thrive Homes or any predecessor in title commenced prior to 15 January 1989 will hold a secure tenancy granted in accordance with the Housing Act 1985. Secure tenants benefit from additional rights such as the Right to Buy and additional succession rights.
Contractual tenancy	A periodic tenancy offered to customers who are being investigated by the local authority under the homelessness duty and are therefore exempted from the security of tenure provided by the Housing Act 1988 and Housing Act 1985.
Lifetime tenancy	A term that refers usually to periodic secure or periodic assured tenancies as these tenancies can normally only be ended by the landlord under Grounds set out in Schedule 2 of the Housing Act 1985 (secure tenants) or Schedule 2 of the Housing Act 1988 (assured tenants).
Assignment	The legal transfer of a tenancy. This can only be done with Thrive's consent and by Deed of Assignment. The person or persons assigned the tenancy then becomes the named tenant and all terms of the original tenancy agreement applies.
Successor	A person who 'succeeds' to a tenancy (with or without the right to remain at the property) following the death of a spouse, partner or parent or other close family member.
Survivorship	When a customer who holds a joint tenancy dies, the tenancy will vest in the surviving tenant who will become the sole remaining tenant. This is known as survivorship.
Succession	The right for a customer's spouse or another member of the family, or a class of persons named under the tenancy agreement, to retain the tenancy of a property after the customer has passed away. Succession rights may be

	statutory, contractual or discretionary.
Statutory Succession	Where applicable, statutory succession rights allow for the spouse of the deceased sole tenant to take over the tenancy at the point of death, some older secure tenancies will also allow for family members to succeed. The statutory rights that apply will depend on the date and type of the tenancy. Statutory succession happens automatically by operation of law.
Contractual Succession	Some tenancies may provide additional contractual rights to classes of persons identified by the tenancy agreement as having contractual rights. If the tenancy agreement commenced after 1 April 2012, then any contractual succession rights will operate as a statutory right and the successor would have stepped into the shoes of the tenant automatically by operation of law. If otherwise it will be a contractual right. In appropriate circumstances i.e., if the property is not suitable or the successor is under-occupying, Thrive Homes may require the successor to move to suitable alternative accommodation.
Discretionary Succession	Where no family member qualifies to succeed either on a statutory or contractual basis, Thrive Homes may consider granting a new tenancy to the family member. See section 6.8 for further details.

6. The Policy

6.1. 6.1 Types of tenancy

The table below shows the type of tenancy that a customer or prospective customer will be offered when becoming a Thrive customer either through the housing register, via transfer or when a tenancy is due for renewal. New tenancies will be offered on a digital basis.

At previous home	When offered a Thrive tenancy
Privately renting	Assured Shorthold Starter Tenancy
Homeowner	Assured Shorthold Starter Tenancy
Homeless – still under investigation	Contractual Tenancy
Homeless – investigation complete and confirmed as being entitled to social housing	Assured Shorthold Starter Tenancy
Protected lifetime tenancy (either secure or assured)	Assured Tenancy
Fixed term Tenancy	Assured Tenancy or Fixed term tenancy in exceptional circumstances (see section 6.3)
Protected Assured Tenancy (TRDC to Thrive stock transfer only)	Protected Assured Tenancy

When deciding the types of tenancies to grant, Thrive Homes will consider the need for tenancies which provide a reasonable degree of stability for all customers and in particular for:

- households who are vulnerable by reason of age, disability or illness and
- households with children.

The factors that will be taken into account are:

- the support needs of the household
- whether the household requires a property which is adapted to a specific householder's needs
- the availability of suitable alternative accommodation (where a decision is being made on whether to renew a fixed term tenancy)
- the educational or welfare needs of any children.

6.2. Minors (16 & 17yr 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.

6.3. Fixed term tenancies

Thrive Homes began to offer Fixed Term Tenancies in 2012, following the introduction of the Localism Act 2011. The first grant of a fixed term tenancy with Thrive Homes was usually for a period of seven years, excluding an initial starter tenancy for 12 months (or 18 months maximum, if extended) unless there were any exceptional circumstances as outlined at section 6.3 below.

This allowed security for individuals to plan lives and maintain community stability. Subsequent fixed term tenancies were normally for a period of no less than seven years, apart from the exceptional circumstances set out below. Prospective customers may appeal against the length of fixed term tenancy offered by following the appeals process below.

With effect from 5 June 2023 no new fixed term tenancies will be issued except in exceptional circumstances. For customers with a fixed term tenancy there will be no change to the existing terms and conditions or review process.

6.4. Exceptional circumstances

In exceptional circumstances fixed term tenancies may be offered and this decision will be explained to the customer. Fixed term tenancies may be for a period of less than seven years. The minimum period of tenancy we will offer is two years.

Examples of exceptional circumstances but not limited to include:

- a) where the tenancy is offered as part of a specific scheme or programme (for example a work or training programme) where shorter tenancy terms might be appropriate.
- b) where Thrive may plan to redevelop the property in the next seven years.
- c) When granting a tenancy to a minor (as in 6.2).

6.5. Expiry of Fixed Term Tenancies

No later than six months prior to the expiry of a fixed term tenancy Thrive Homes will serve a notice stating whether Thrive Homes is minded:

- to terminate the tenancy with no offer of alternative accommodation or
- to terminate the tenancy but offer suitable alternative accommodation or

- to grant another fixed term tenancy or
- to grant an assured tenancy.

6.6. Deciding not to renew a Fixed Term Tenancy

The decision not to grant a new tenancy will be made where the customer has not managed their tenancy well and, if they were to hold a lifetime assured tenancy, Thrive would be considering legal action to end the tenancy.

Examples include but are not restricted to:

- non-payment of rent
- anti-social behaviour
- poor condition of the property or repeated refused access to the property
- the customer or a member of their household has been guilty of criminal offences that would be deemed a breach of tenancy
- there is evidence of tenancy fraud
- any other breach of tenancy
- the customer has specific support needs and has not engaged with services to meet the support needs and it is likely that the lack of support will result in the tenancy failing

Other reasons not to renew a fixed term tenancy:

- where the household income has increased to above where we would consider being eligible for social housing
- where the household size has changed to make the property unsuitable
- where the property is under a development programme

Customers can appeal against the decision not to grant another tenancy on the expiry of a fixed term by following the Appeals process as set out in section 6.11 of this Policy.

6.7. Fixed-term tenancies subject to court orders

In the event a Fixed Term Tenancy expires and if a minded to notice was not served either in error or in the event that the Fixed Term Tenancy was made the subject of a Suspended Possession Order, then the Fixed Term Tenancy will be treated as a periodic (non-shorthold) assured tenancy from the expiry date of the fixed period.

6.8. Deciding to renew a Fixed Term Tenancy

With effect from 5 June 2023, customers who have a Fixed Term Tenancy and have managed this well, and where Thrive has confirmed the tenancy will be renewed, will be offered a periodic Assured Tenancy where their Fixed term tenancy has expired.

6.9. Mutual Exchange

Mutual exchanges are subject to Thrive Homes' consent, which cannot be unreasonably withheld. For customers that have a secure tenancy Thrive will be limited to the grounds set out in Schedule 3 Housing Act 1985 for its reasons for refusal.

For customers who have fixed term or flexible tenancy who are exchanging with lifetime tenants, mutual exchange may be completed by a process known as "Surrender and Re-grant" – for others who are exchanging like for like tenures the process will be completed by Deed of Assignment.

The incoming customer must accept the rent terms of the property they are moving to including any affordable rent terms and must take independent legal advice as they may lose rights upon moving, especially if moving from another social landlord.

See appendix 1 for a table outlining how an incoming or outgoing tenancy rights, term and rent alters after mutual exchange or surrender and re-grant. Please note this can be complex so if in doubt customers should be advised to seek legal advice before making any application to transfer.

6.10. Succession

Succession rights are statutory rights – typically for a spouse to succeed to a tenancy where they were living with the customer at the property at the date of death. Where succession rights are detailed in the tenancy agreement then those customers may benefit from additional contractual rights and Thrive Homes will comply those rights when administering them. Where a succession is statutory (including survivorship) the customer will take over the tenancy of the deceased person including, if relevant, the unexpired portion of the fixed term by operation of law – effectively the successor steps into the shoes of the deceased customer.

Where the succession is contractual then the original tenancy will end, and a new tenancy will be created in the name of the successor. Thrive Homes will consider the needs of the household when deciding which type of tenancy and property is appropriate and if not an offer of suitable alternative accommodation may be made. Succession can be complicated, and, in some cases, we may obtain legal advice before any decision is taken.

Thrive Homes will not normally grant discretionary successions however, in exceptional circumstances if an individual is living in the property at the date of death and has been for at least 1 year prior to death and makes a request to remain in the property of the deceased, consideration may be given to an individual's circumstances which may result in the offer of suitable tenancy and property where they are vulnerable for example by reason of age, disability or illness.

6.11. Customers moving temporarily

Thrive Homes will grant the same security of tenure to customers returning to settled accommodation after they have been temporarily decanted to alternative accommodation during any redevelopment or other major works.

6.12. Tenancy Sustainment

Thrive Homes will offer signposting for support when necessary to ensure that the tenancy is sustainable for the customer. This includes vulnerable customers but will require that enough appropriate support is in place for the individual to sustain their tenancy. Possession proceedings will always be a last resort. See Empty Homes and Lettings Policy and associated appendix for further information.

6.13. Appeals

Prospective or existing customers may appeal against:

- the length of a fixed term tenancy
- the type of tenancy offered
- the decision to extend a starter tenancy
- the decision to end a starter tenancy
- the decision not to grant a tenancy on the expiry of a starter or fixed term tenancy.

Any request for appeal must be made in writing via email to enquiries@thrivehomes.org.uk or by post to: Thrive Homes, Westside, London Road, Hemel Hempstead HP3 9TD within seven working days of the customer or prospective customer being notified of the decision. In the request for appeal, the customer or prospective customer must set out the reasons they are not satisfied with the tenancy offered in order that Thrive can appropriately consider the same.

The appeal will be dealt with by a manager who was not involved in making the original decision. A decision on an appeal will be given within 21 working days of receiving full details of the grounds for

the appeal. If we are unable to do this, we will say why not and explain to the customer when we can reach a decision.

The appeal will be conducted on the basis of a written submission, but an oral hearing will be granted if requested by the customer or prospective customer making the appeal. The oral hearing may take place on a virtual meeting platform such as Microsoft Teams. Thrive Homes will notify the customer or prospective customer making the appeal of the result of the appeal in writing. Our decision is final.

6.14. Advice and Assistance

Where a fixed term tenancy is not renewed, Thrive will discuss with the customer the housing solutions that are available to them and with the customers' consent will signpost for independent housing advice.

7. Other Related Policies and Guidance

This policy is aligned to the requirements of:

- The 1985, 1988, 1996 and 2004 Housing Acts
- Localism Act 2011
- Landlord and Tenant Act 1985
- Equality Act 2010
- Data Protection Act 2018
- Anti-Social Behaviour Act 2003
- ASB, Crime and Policing Act 2014
- Tenancy Standard of the Regulatory Framework

It also links to other policies Thrive has in place, including but not limited to:

- Anti-Social Behaviour Policy
- Anti-Fraud & Corruption Policy
- Empty Homes and Lettings Policy
- Rent and Service Charges Policy
- Safeguarding Policy

8. Policy Approval

As this policy is a core component of how Thrive manages its business the document will be evaluated by the Business Performance Group and Customer Working Group as part of any review.

9. Support and Further Guidance

This policy has been drafted with input from colleagues across Thrive. If colleagues have any concerns on how to interpret or follow its requirements, it's your responsibility to make your concerns known to the Author or a member of the Customer Team.

10. Appendices

How your tenancy changes after exchange

