



# Tenancy Management Policy

## **1.0 Purpose of the Policy**

- 1.1 The purpose of this policy document is to provide an overview of the tenancies offered by Maidstone Borough Council and to set out the Council's approach to providing effective tenancy management.

## **2.0 Policy Scope and Objectives**

- 2.1 This Policy applies to all Maidstone Council tenants and Maidstone Council Housing Services.
- 2.2 The policy covers the types and lengths of tenancies, changes in tenancies including succession, assignment, and mutual exchanges, as well as managing and sustaining tenancies.

## **3.0 Legal/ Regulatory Framework**

- 3.1 The following legislation has informed the framework for this policy:

- Housing Act 1985
- Housing Act 1996
- Localism Act 2011
- Equalities Act 2010
- The Flexible Tenancies (Review Procedures) Regulations 2012
- The Prevention of Social Housing Fraud Act 2013
- The Homes & Communities Agency Tenancy Standard 2012
- CIH Good Practice Guide – Tenancy Policy
- Secure Tenancies (Victims of Domestic Abuse) Act 2018
- MBC's Allocation Scheme

## **4.0 Supporting Policies**

- 4.1 This Policy should be read in conjunction with the associated policies for:

- Tenancy Fraud
- Succession
- Mutual Exchange
- Rent Arrears and Income
- Anti-Social Behaviour
- Keeping and Managing Pets
- Repairs and Maintenance
- Recharge
- Rent and Services Charge Setting

## 5.0 Types of Tenancy

Maidstone Borough Council offers the following types of tenancy to new or existing tenants:

### 5.1 Introductory Tenancy

An introductory tenancy is normally granted for 12 months to enable the tenant to demonstrate that they can abide by its conditions. Once the probationary period is satisfactorily completed the tenancy will become more secure. The Council can extend the tenancy by six months if conditions are not being met.

The Terms & Conditions of an Introductory Tenancy are broadly the same as for a Secure Tenancy with some key exceptions. Introductory Tenancies do not include:

- The Right to Buy
- The right to a Mutual Exchange
- The right to carry out improvements
- The right to take in a lodger and sublet part of their property

The Council can evict introductory tenants more easily than a secure tenant. Maidstone Council does not have to prove a ground for possession, although the Council will always give reasons why the tenancy is being ended.

### 5.2 Secure Tenancy

Secure tenancies are granted by Local Housing Authorities under Housing Act 1985. A secure tenancy can be:

- A fixed-term tenancy – where the landlord and tenant have agreed the tenancy will run for a set period of time, for example 12 months; or
- A periodic tenancy – for an indefinite period with the rent being paid on a periodic basis, for example weekly or monthly.
- The preference expressed in the Council's Tenancy Strategy is to provide periodic tenancies. Secure tenancies will be given to a tenant once an initial probationary tenancy has been satisfactorily completed.

### 5.3 Excluded Licence and Non-Secure Tenancies

The Council owns and retains property specifically to be used as temporary accommodation (TA) for persons it is assisting under Part 7 Housing Act 1996. Properties being used in this way are exempted from being Secure Tenancies by virtue of the relevant legislation. Persons accommodated whilst enquiries are made into the duty that is owed to the applicant will be provided with an excluded licence agreement. Persons owed the main housing duty and accommodated in TA will revert to a weekly periodic non-secure tenancy.

## 6.0 Joint Tenancies

- 6.1 A joint tenancy is where two people have the legal responsibility to meet the requirements of the tenancy agreement.

- 6.2 Maidstone Borough Council will consider joint tenancies on request by any two persons living together as partners, regardless of gender or marital status. Applicants for joint tenancies are required to provide proof of marriage or civil partnership. Applications between other relatives or friends will usually be refused.

## **7.0 Assignment of a Tenancy**

- 7.1 Assignment occurs when a tenancy is transferred from the tenant to someone else.
- 7.2 Both the landlord and the tenant will need to sign a Deed of Assignment, unless the assignment is brought about by an order of the court or by way of succession.

## **8.0 Mutual Exchange**

- 8.1 A Mutual Exchange is when tenants agree to 'swap' their homes with one another by way of an assignment.
- 8.2 All Maidstone Council secure tenancies have the right to do a mutual exchange with another Maidstone Council tenant or the tenant of another's social landlord, provided certain eligibility requirements are met. The tenant must make an application in writing and wait for permission to be granted before moving. Full details are set out in Maidstone Council's Mutual Exchange Policy.

## **9.0 Succession**

- 9.1 Succession is when a tenancy is taken over by a person when the tenant dies.
- 9.2 A successor is:
- A tenant by survivorship when one of two or more joint tenants has died
  - A spouse or partner in whom the tenancy was vested under this clause
  - A person that would have been entitled to succeed had the previous tenant died and to whom the tenancy was assigned under clause
  - A person in whom the tenancy was vested following the death of the tenant.
- 9.3 On the death of a sole tenant who is not a successor, the tenancy shall pass to the tenant's spouse, civil partner, or other partner provided that he or she occupies the premises as his or her only or principal home at the time of the tenant's death.
- 9.4 Maidstone Borough Council manage successions in line with the tenancy agreements and relevant legislation. Full details are provided in the Council's Succession Policy.

## **10.0 Rent**

- 10.1 The Council charges tenants a weekly rent and, where applicable service charge, for occupying a Council property. Rent levels are set by the Council following guidelines set by statute and the Regulator of Social Housing.

- 10.2 Secure tenants' service charge is fixed. This means that the service charge will be reviewed once a year at the same time as any review of the rent. Any change in the service charge will be notified to tenants in the notice of rent increase. The Council may change the tenants' rent by giving not less than four weeks' notice in writing. The notice shall specify the new rent proposed.
- 10.3 If the tenant receives Housing Benefit and their circumstances change, the tenant must contact the Housing Benefit Service immediately as these changes may affect entitlement to benefit and, as a result, the amount of rent the tenant will have to pay.
- 10.4 All rent accounts are monitored on a weekly basis. Maidstone Council will undertake preventative measures to minimise rent arrears. If arrears accrue or remain unpaid (including low level arrears) and customers fail to engage or keep up with payment arrangements, the Council will instigate legal proceedings. Eviction will only be used as a last resort once all other reasonable steps have been taken.
- 10.5 The Council's Rent and Service Charge Policy and Rent Arrears and Income Policy provides further detail regarding rent.

## **11.0 Tackling Tenancy Fraud**

### 11.1 Examples of tenancy fraud can involve:

- Subletting the premises whether for profit or not, whether to a family member or not
  - Abandoning the premises
  - Tenants not being honest about their circumstances which induced the Council to grant the tenant their tenancy
  - Tenants must also not fraudulently claim housing benefit, or any other Government controlled benefit
- 11.2 Tenants must use the premises as a single private residence and not grant a sub tenancy or part with possession of the whole of the premises. This includes subletting the property for any period through holiday let/short term let companies or through the tenants' own action. Secure tenants may sublet part of their home provided they obtain the Council's prior written permission which will not unreasonably be withheld.
- 11.3 Maidstone Borough Council has set out its commitments to tackling tenancy fraud in the tenancy fraud policy. The Council will investigate any suspicion or report of tenancy fraud and will ensure that appropriate enforcement is used where tenancy fraud is proven.

## **12.0 Anti-Social Behaviour**

- 12.1 Maidstone Borough Council takes all reports of nuisance and anti-social behaviour extremely seriously.

- 12.2 The Council will work with partner agencies such as the Police and Social Services where appropriate to resolve any issues that have been reported.
- 12.3 Perpetrators of nuisance and anti-social behaviour risk losing their home should the Council seek to take possession proceedings.
- 12.4 Maidstone Borough Council's Anti-Social Behaviour Policy contains comprehensive details of what the council would class as anti-social behaviour and the approach taken to tackle any cases that have been reported.

### **13.0 Permission for Pets**

- 13.1 The tenant must not keep any dog at the Premises (including any dog belonging to other people) either permanently or temporarily, long or short-term, without first getting the Council's written permission. Dogs must be chipped in line with current laws. If Maidstone Council gives the tenant permission to keep a dog, the tenant must make sure that:
- The dog is kept under control
  - It cannot roam free in shared areas or in the locality
  - It does not foul any shared areas or in the locality.
- 13.2 The tenant must get the Council's prior written permission to keep more than two cats. Other pets such as small, caged animals and birds or fish do not require permission.
- 13.3 Maidstone Council does not allow applicants to keep wild animals, livestock or farm animals, endangered species or any dogs identified in the Dangerous Dogs Act 1991, or any subsequent legislation.
- 13.4 Maidstone Borough Council may change its decision if it believes any animal is causing a nuisance or is a danger to other people or is not being properly cared for.

### **14.0 Repairs and Maintenance**

- 14.1 Tenants must maintain garden hedges, shrubs, and trees on the premises for which tenants are responsible, in a tidy and manageable state and not remove any hedges, trees or fences without first obtaining permission.
- 14.2 In any garden for which tenants are responsible grass must be cut regularly in the growing season and any borders must be weeded.
- 14.3 Tenants must not plant trees in their garden without the Council's permission. Maidstone Council will not unreasonably withhold such permission but will take into consideration the suitability of any trees to be planted and the size of the tenants' garden or the communal garden area.

- 14.4 Tenants must report any repairs required to Maidstone Borough Council in a timely manner. The Council will seek to charge the customer if they fail to report a repair, and this results in an increase in the cost of repair as a result of the delay.
- 14.5 The tenant is responsible for carrying out minor repairs to the property using suitably qualified tradesmen where appropriate.
- 14.6 The Council shall establish a scheme providing the tenant with a remedy if the Council fails to carry out its obligations to repair. The Council shall provide details of the scheme at the beginning of the tenancy and inform the tenant of any changes.
- 14.7 Maidstone Council's Repairs and Maintenance and Recharge Policies provide further detail.

## **15.0 Ending a Tenancy**

- 15.1 A tenant must give Maidstone Borough Council at least four weeks' notice in writing if they want to terminate their tenancy at any point following sign up. For the Notice To Quit (NTQ) to be valid, it must give Maidstone Council a full four weeks' notice. Until the NTQ expires and the tenancy ends, tenants remain bound by their tenancy conditions including paying rent.
- 15.2 Maidstone Borough Council assists tenants to remain in their homes by providing a range of support to help them meet their tenancy conditions, either directly or by referring them to an appropriate specialist organisation. The Council will only end a tenancy and take possession action after all alternatives have been considered.

## **16.0 Equality and Diversity**

- 16.1 Maidstone Borough Council adopts a flexible approach to ensure that different needs are met and well supported.
- 16.2 The Council recognises that some individuals may experience discrimination and disadvantage. An Equality Impact Assessment has been undertaken on this policy to ensure that all customers are treated fairly regardless of any characteristics.
- 16.3 Maidstone Council will make sure all complaints will be taken seriously and responded to efficiently.

## **17.0 Monitoring and Reviewing**

- 17.1 This Policy will be reviewed every 5 years, or sooner if significant and relevant statutory changes occur.



**Further information: [maidstone.gov.uk/housing](http://maidstone.gov.uk/housing)**