Tenancy Policy

1. Introduction

1.1 This policy explains our approach to managing tenancies. It is designed to help our current and potential customers understand what we do and how we do it. We have a legal duty to prepare and publish a Tenancy Policy under the Localism Act 2011. We also meet the Regulator of Social Housing's standards tby explaining how we allocate and exchange homes and the terms linked to different types of tenure.

1.2 This policy applies to homes for social and affordable rent. This includes General Needs Rented homes, (Social and Affordable rent) Supported Housing, Retirement Housing and Temporary Accommodation.

1.3 The policy supports A2Dominion in meeting the Regulator of Social Housing's Consumer Standards, particularly the Tenancy Standard. It sets out our approach to security of tenure, the types of tenancy we offer, how we help customers sustain their tenancies, tenancy rights and responsibilities, and how customers can challenge decisions about their tenancy.

1.4 We are committed to making the best use of our homes. We aim to offer tenancies that suit the purpose of the accommodation, meet the needs of the individual households, support strong and sustainable communities, and make efficient use of our homes.

1.5 We will take into account relevant local authority tenancy strategies when shaping our approach to tenancies and allocating homes.

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2. Policy aims and objectives

2.1 This policy aims to:

- make sure our approach to offering tenancies is clear and transparent
- provide information to existing and prospective tenants (also referred to in this policy as 'customers' or 'you') about the type and terms of the tenancy agreement offered
- make best use of the homes we manage, considering the needs of individual households, the wider community, our responsibilities as a landlord and local authority tenancy strategies.

2.2 The types of tenancies that we offer are listed in Appendix 1 of this policy.

3. Assured tenancies

3.1 For new customers moving into an A2Dominion home, we will offer a probationary tenancy for the first twelve months. In some cases, this may be extended to a maximum of 18 months. If the tenancy is managed well during this period, it will automatically convert to a periodic tenancy.

3.2 We will offer the same, or an equivalent level of security of tenure to customers who were social housing tenants on 1 April 2012 and who have remained social housing tenants continuously since then. If a new customer currently has a Secure tenancy with a local authority, or an Assured tenancy with another registered provider, we will offer them an Assured Tenancy. This allows the customer to stay in their home for as long as they wish, as long as they follow the terms of their tenancy agreement. Further details are in Appendix 1 of this policy.

3.3 If customers need to move out of their main home temporarily, or move permanently because of redevelopment or major repairs, they will keep the same level of security of tenure when theyreturn or when they sign a new agreement for alternative accommodation.

3.4 This does not apply if an existing customer chooses to move to a home let on affordable rent terms. In these cases, we will move the customer from an Assured Non-Shorthold to an Assured Shorthold Tenancy. Before this happens, the customer must sign a document called a 'statutory prescribed notice' (Form 8 Schedule 2A) confirming that they agree to the change. 3.5 Where we decide not to offer a further tenancy at the end of a fixed term, we will give customers advice and support to help them find suitable alternative accommodation. This may include information on applying for social housing, accessing private rented accommodation, or signposting to other support services.

4. Licence agreements

4.1 No Capacity Licence Agreements

4.1.1 We will issue a 'No Capacity Licence Agreement' when a person does not have the mental capacity to enter into a tenancy agreement.

4.1.2 If a customer cannot understand or sign a tenancy agreement because of a health condition or other reason, we may offer them the No Capacity Licence Agreement. This type of agreement doesnot require the customer to formally agree to the document.

4.1.3 A No Capacity Licence Agreement confirms that we give the customer our permission for the customer to live in the accommodation. Because it is an agreement for a basic necessity, the customer is still responsible for use and occupation charges. If they are eligible, these charges can usually be covered by Housing Benefit or Universal Credit.

4.1.4 If a Deputy or Attorney is later appointed for the customer, we can ask them to sign either a tenancy agreement or a licence agreement on the customers' behalf. The type of agreement will depend on the customer's circumstances and the accommodation being offered. Further details are in Appendix 1.

4.2 Licence agreements in supported housing

4.1.2 In supported housing, if the accommodation is linked to the support a customer receives, they will normally be offered a licence agreement rather than a tenancy. The type of licence agreement depends on the type of accommodation:

- Hostel (excluded) – used when the customer does not have exclusive occupation and shares facilities such as a kitchen or bathroom. This type of agreement is not covered by the Protection from Eviction Act 1977.
- Non-hostel (non-excluded) – used when the accommodation is self-contained, and the customer does not share facilities such as kitchens and bathrooms. This type of agreement is covered by the Protection from Eviction Act 1977.

4.1.3 The length of licence agreements in supported housing depends on how long support is needed. This is usually between six and 24 months.

4.1.4 Short-term licence agreements are used for very shortstays, for example:

- emergency crash beds in hostels
- emergency accommodation needed for less than eight weeks.

5. General provisions

5.1 There may be exceptional circumstances where it is appropriate for us to offer a licence or tenancy type outside the arrangements set out in this policy. This may apply, for example, where a household member is in a significantly more vulnerable situation because of age, disability, illness or where there are children in the household. In these situations, we may consider offering a tenancy that provides greater stability and longterm protection, where this better meets the customer's needs and supports sustainable communities and tenancies. Any decision to offer a tenancy outside the types listed in Appendix 1 must be approved by a manager.

5.2 We will only grant fixed-term tenancies of less than five years (following any probationary period) in exceptional circumstances. These may include properties earmarked for redevelopment or specialist supported housing, where the tenancy length reflects the duration of the support being provided. Any decision to grant a fixed-term tenancy of less than five years will be clearly documented, and the reasons explained to the customer.

5.3 Before the end of a fixed-term tenancy, we will review the customer's circumstances and whether the home remains suitable. Any decision to offer a further tenancy, either in the same home or a different one, will take into account factors such as the ongoing housing need, how the tenancy has been managed, and any changes in household composition. If we decide not to offer a further tenancy, we will provide clear reasons and provide advice on the customers' options. 5.4 Where a fixed term tenancy is offered for less than five years or a decision is made not to offer a further tenancy, the customer will be informed of how they can appeal or raise a complaint about the decision.

5.5 Probationary tenancies will be for a maximum of 12 months. If there are concerns about how the tenancy is being managed, the probationary period may be extended to a maximum of 18 months. Customerrs will be told in writing why the extension is being made and will have the opportunity to request a review of the decision (see section 11, Appeals and complaints).

6. Mutual exchanges

6.1 If you hold and Assured Non-Shorthold Tenancy, you may have the right to mutually exchange your home with another A2Dominion customer or with a customer of another social landlord. How a mutual exchange works will depend on the type of tenancy you hold.

6.2 A2Dominion's Mutual Exchange Policy provides guidance, and further information is available on our website.

7. Succession and assignment

7.1 Assured tenants have a statutory right to one succession. This means that a spouse or civil partner (or somebody living with the tenant as their partner) can take over the tenancy if they were living in the home as their only or main residence at the time of the tenant's death.

7.2 We do not offer any additional contractual rights of succession for new tenancies.

7.3 In exceptional circumstances A2Dominion may grant a discretionary succession to a family or household member who would not normally be entitled to succeed. This may be considered where the household includes vulnerable individuals. Each case will be assessed on its own merits, taking into account the needs of the household, the best use of our homes and the importance of sustaining communities.

7.4 To support stable communities, it may sometimes be appropriate to allow someone who would be entitled to succeed to take over the tenancy in situations other than the tenant's death. Our tenancy agreements explain when this may apply. In all cases, our written approval is needed before any assignment can take place.

7.5 You can find more information in our Succession & Assignment Policies.

8. Sustaining tenancies

8.1 For all new customers we will explain their rights and responsibilities under the tenancy, as well as our responsibilities as a landlord.

8.2 When we identify an actual or potential breach of tenancy, we will contact the customer to explain our concerns, discuss what has happened, and agree the steps needed to resolve the issue. We will also identify any support needs that may help prevent the issue happening again. Our approach is to intervene early, understand what support may be needed, and work with customers to help them sustain their tenancy and avoid eviction wherever possible.

8.3 Any action we take will be reasonable, proportionate and compliant with legal and regulatory requirements. Our focus is on sustaining tenancies and communities. Where appropriate, we will offer support directly or signpost customers to relevant agencies, particularly where vulnerabilities or personal circumstances affect a customer's ability to maintain their tenancy.

8.4 During the probationary tenancy period, we will maintain regular contact with customers to monitor how the tenancy is being managed, offer guidance and support, and assess whether the tenancy should be converted, extended or ended. We will also monitor the effectiveness of our tenancy sustainment work to make sure our support is accessible and makes a positive difference.

9. Lodgers and subletting

9.1 Your tenancy agreement will explain whether you have the right to take in a lodger or to sub-let any part of your home, and whether you need our consent to do so. We will not unreasonably withhold consent, but we will consider factors such as the risk of overcrowding, the impact on affordability, and whether the proposed lodger meets the eligibility criteria under our Allocations Policy. We will also provide information to customers applying to take in a lodger so they understand the responsibilities involved.

9.2 A2Dominion does not accept responsibility for any lodger living in a customer's home.

10. Tenancy fraud

10.1 We are committed to preventing and tackling tenancy fraud. We take active steps to make sure we know who is being granted a tenancy and that they are living in the property as their sole or principal home.

10.2 We will take a robust approach to investigate any suspected tenancy fraud. Where fraud is identified, we will take appropriate action in line with our Tenancy Fraud Policy and procedure.

11. Appeals and complaints

11.1 If a customer is unhappy with a decision made under this policy, they have the right to request a review..

11.2 Requests for review must be submitted in writing within 20 working days of the decision. The review will be carried out by a Manager or a Head of Service, who was not involved in the original decision.

11.3 If the customer remains unhappy after the review, they may make a complaint in line with our Complaints Policy. If they are still not satisfied, they can refer their complaint to the Housing Ombudsman.

11.4 Details of the complaints process are available on our website and from our Customer Contact Centre.

12. Consultation

12.1 The policy was reviewed and updated as part of the wider Tenancy Management Review. Changes were made based on findings from regulatory gap analysis and reviews of current services. An external legal and regulatory review was carried out by Altair, who also provided support in developing the policy.

13. Equality, Diversity & Inclusion statement

13.1 A2Dominion Group, colleagues, partners, stakeholders and contractors are committed to providing services, which are relevant and appropriate to the needs of people. We will treat others fairly and without discrimination.

13.2 We will ensure that all our services relating to this policy are accessible and available for all customers as set out in the requirements of the Equality Act 2010.

13.3 An Equality Impact Assessment has been completed for this policy.

14. Data Protection statement

14.1 The protection of personal data is of great importance to A2Dominion Group and more than just a legal obligation.

14.2 A2Dominion Group and affiliate organisations are the data controllers registered with the ICO with the following registration numbers:

- A2Dominion Housing Group Limited: Z4843307
- A2Dominion Homes Limited: Z9799978
- A2Dominion South Limited: Z7835340
- A2Dominion Housing Options Limited: Z5412073
- A2Dominion Residential Limited: Z3391351
- A2Dominion Developments Limited: ZA103931
- Pyramid Plus London LLP: Z3594227
- Pyramid Plus South LLP: Z3594230

14.3 Our data protection policy and procedures are governed by the Data Protection Act 2018. We collect and process personal information in order to provide housing services and meet our contractual and legal obligations. All persons authorised to receive personal data are obliged to handle personal data in accordance with applicable laws and regulations at all times.

14.4 For information on how we collect, store, process and use customers' personal data, please visit our website on https://www.a2dominiongroup.co.uk/privacy-and-cookie-policy.

14.5 For employee related privacy statement, please contact our People Services team at people.support@a2dominion.co.uk.

14.6 You can also contact the Data Protection Officer / Data Compliance team at governance@a2dominion.co.uk

15. Associated documents

- Lettings Policy
- Mutual Exchange Policy
- Affordable Rent Procedure
- Anti-Social Behaviour Policy
- Safeguarding Adults Policy
- Mental Capacity Procedure
- Right to Rent Guidance
- Form 8 Schedule 2A notice
- Complaints Policy
- Tenancy Fraud Policy
- Succession Policy
- Assignment Policy
- Tenancy Matrix Responsibilities

APPENDIX 1: Tenancies issued (by customer)

<table>
<tr><th>Customer</th><th>Rent</th><th>Tenancy offered</th></tr>
<tr><td rowspan="3">Continuous non tenant of social housing since before 1 April 2012</td><td>Social - General needs</td><td>Assured</td></tr>
<tr><td>Affordable - General needs</td><td>Assured - Affordable</td></tr>
<tr><td>Market</td><td>Market Rent Assured Shorthold Tenancy (AST)</td></tr>
<tr><td rowspan="3">Existing tenant</td><td>Social - General needs</td><td>Assured</td></tr>
<tr><td>Affordable - General needs</td><td>Assured – Affordable</td></tr>
<tr><td>Market</td><td>Market Rent AST</td></tr>
<tr><td rowspan="3">Existing tenant with preserved Right to Buy</td><td>Social - General needs</td><td>Assured – Protected</td></tr>
<tr><td>Affordable - General needs</td><td>Assured – Protected</td></tr>
<tr><td>Market</td><td>Market Rent AST</td></tr>
<tr><td rowspan="3">New tenant</td><td>Social - General needs</td><td>Starter</td></tr>
<tr><td>Affordable - General needs</td><td>Starter – Affordable</td></tr>
<tr><td>Market</td><td>Market Rent AST</td></tr>
<tr><td>Customer</td><td>Rent</td><td>Tenancy Offered</td></tr>
<tr><td>Young Persons Scheme (YP) / Dispersed Temporary Accommodation (DTA)</td><td>Any</td><td>YP/DTA AST</td></tr>
<tr><td>Housing First tenant</td><td>Any</td><td>Housing First AST</td></tr>
<tr><td colspan="3">We may, in exceptional circumstances, offer a tenancy outside of these criteria where, following an assessment, it is clear that the customer reasonably requires a different type of tenancy. This may bedue to age, disability, illness, household composition or for any other material factor affecting their housing needs.</td></tr>
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APPENDIX 2: Tenancies issued (by circumstance)

Circumstance	Tenancy offered
New customer allocated a rented property through Allocations Policy	New tenancy
New or existing customer moving into a different home through Mutual Exchange Policy	Assignment of existing tenancy
Existing customer transferring to another home through Allocations Policy	New tenancy
Existing customer transferring permanently to another home following decant due to works or redevelopment	New tenancy on same (or more secure) terms
Existing customer whose fixed-term teancy is due to end and who is approved for a further tenancy.	New tenancy
Existing customer changing name or occupants on existing tenancy	Maintain existing tenancy
Customer remains in the property following the end of their tenancy, where A2Dominion has exercised its discretion to grant a new tenancy.	New tenancy
Existing customer who formerly had a joint tenancy but has had assignment agreed for a sole tenancy	Assignment of existing tenancy
Existing customer who formerly held a joint tenancy but is now a sole tenant following Survivorship	Maintain existing tenancy
New customer who was previously an occupant of a home, who is being assigned the tenancy	Assignment of existing tenancy
New customer who was previously an occupant of an A2Dominion home, who has now succeeded to the tenancy	Maintain existing tenancy
New customer who was previously an occupant of an A2Dominion home, who has not succeeded to the tenancy but has been granted a tenancy at ’s discretion	New tenancy
Existing customer who would like to make their partner/spouse a joint tenant	Assignment of existing tenancy