

Tenancy Management Policy

1.0 Introduction and scope

1.1 This document covers our approach to providing an efficient tenancy management service which reflects legislation, regulation and good practice.

1.2 The scope of this Policy covers:

Gentoo Group	X
Gentoo Homes	
Gentoo Developments Ltd	
Gentoo Genie	

It applies to:

General Needs rented properties	X
Supported Housing	X
Sheltered Housing	X
Leasehold/Shared ownership	X
Rent to Buy properties	X
Market rented properties (domestic)	X
Temporary Accommodation	X
Stock owned but not managed by the Group	
Communal Areas, including those relating to Leasehold/Shared Ownership properties	X
Commercial Property (offices, depots etc)	
Stock managed by Gentoo on behalf of a third party	X
Garages and outbuildings	X
Remote plant (district heating, electrical pumps etc)	
Curtilage	X

2.0 Links to organisational goals

2.1 Our Vision and Values set the direction and culture of the Group. They ensure that the business is aligned around the desire to create sustainable homes and communities and to improve the lives of our customers. The Vision and Values ensure that all of our people understand Gentoo's ethos and are clear about what is expected of them and the contribution they can make.

Vision:

Great Homes - Strong Communities - Inspired People
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Values:

Do the right thing

Make a difference

Work together

Keep learning

Give all you've got

2.2 This policy operates within our Vision and Values.

3.0 Regulation and legislation

3.1 The Executive Director (Operations) will ensure this policy has regard to all legislation, regulation and best practice. The regulation and legislation applicable to this policy can be found in Appendix 1.

3.2 The Policy has been cross referenced with good practice and the CIH Knowledge Hub.

4.0 Our Policy statement

4.1 Gentoo tenants have a number of rights and responsibilities when they hold a tenancy with Gentoo as outlined in the relevant tenancy agreement.

4.2 Gentoo will work to ensure that all tenants are treated fairly and that due regard is given to current legislation, regulation and best practice.

4.3 Gentoo tenants have the right to live peacefully in their home. However, Gentoo have the legal right to enter the property at reasonable times of the day to carry out repairs and property inspections. Gentoo will provide 24 hours' notice in writing before inspecting a property.

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4.4 Gentoo will consult with customers on any major changes planned which may affect the properties or neighbourhood.

4.5 Effective management of the tenant's rights and responsibilities is necessary to ensure that everyone can live safely and sustainably in their homes. Gentoo will treat all customers fairly whilst valuing diversity. Gentoo is committed to the principles of diversity and inclusion throughout the organisation and aim to:

- Meet the needs and choice of people from all backgrounds
- Ensure that services are relevant, responsive and sensitive to the needs of existing and future customers
- Ensure that all sections of the community in which Gentoo work have equal access to Gentoo services.

4.6 The Tenancy Management Policy and Procedures will ensure that tenants are treated as individuals and with fairness and respect.

4.7 All staff will have regard to Gentoo's approach to Customer Care when delivering tenancy management services.

5.0 Tenancy Agreements – Sign up

5.1 Following the allocations process (refer to Allocations Policy), the customer will be issued a tenancy agreement of which they must sign in line with the Tenancy Policy.

5.2 Tenants that are new to Gentoo will be issued with an Assured Shorthold Starter Tenancy which lasts for a fixed period of one year. Assured Shorthold Starter Tenancies may be extended for up to a maximum of six months.

5.3 After the year has ended, provided there are no ASB issues or outstanding rent arrears, the tenancy will automatically convert to an Assured Tenancy.

5.4 Tenants who are re-housed through transferring with Gentoo will retain their former tenant status and will not be signed up to a Starter Tenancy.

5.5 Tenants who were previously secure tenants of Sunderland City Council and whose tenancy transferred to Gentoo in 2001 will be given an Assured Transferring Tenancy Agreement.

5.6 Gentoo may only vary the terms of our tenancy agreements in compliance with Sections 102 and 103 of the Housing Act 1985.

6.0 Starter Tenants

- 6.1 Gentoo use Starter Tenancies as part of the Group's drive to support our tenants to sustain their tenancies.
- 6.2 Gentoo will visit the tenant at least twice during the tenancy, at a welcome visit and during a 9 month visit to ensure there are no issues or support needs.
- 6.3 The tenancy will automatically convert to an Assured Tenancy after 12 months provided there are no ASB issues or outstanding rent arrears.
- 6.4 If the tenancy has not been managed responsibly, Gentoo may take action, including extending the tenancy once for a further period of time up to a maximum of 6 months, or to end the tenancy within the first year.

7.0 Tenancy Fraud

- 7.1 Social housing is a precious commodity and Gentoo take tenancy fraud very seriously. The Prevention of Social Housing Fraud Act made tenancy fraud a criminal offence and if a tenant is caught, they are likely to lose their tenancy and they may lose their right to social housing in the future. Gentoo will take reports of tenancy fraud seriously and customers can report their suspicions and give Gentoo information anonymously. More information about tenancy fraud can be found in the Tenancy Fraud Toolkit.

8.0 Right to Rent

- 8.1 Since 2016, Gentoo has been required by law to carry out 'right to rent' checks on anyone who is granted a tenancy under Gentoo's allocations criteria. The checks apply to all adults living in the property, whether they are named on the tenancy or not. The checks also apply to lodgers and sub-tenants, however, the tenant in these situations will assume responsibility for these checks. More information can be found in the Allocations Policy and Procedures.

9.0 The Right to Acquire and the Preserved Right to Buy

- 9.1 Some Gentoo tenants will have the Right to Acquire which applies to eligible tenants living in a property that qualifies for the scheme as set out in the Housing Act 1996 (as amended by the Housing Act 2004). The Right to

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Acquire is available to those who were not a customer of Sunderland City Council but were new customers of Sunderland Housing Group and now Gentoo.

- 9.2 Some tenants will have the Preserved Right to Buy. This applies to those that were assured customers of Sunderland City Council before the stock transfer commenced on 27th March 2001 and there has been no break in tenancy.

10.0 Succession – The Right to Succeed

- 10.1 When a tenant dies, their assured tenancy may be passed on to someone who has been living with the tenant. Only assured tenants have a statutory right to succeed and there is only one right of succession.
- 10.2 However, any succession granted by Sunderland City Council when it owned the property will not be counted as such by Gentoo and therefore the tenant will again have the right of succession. Therefore any successions made before 27/03/01 will be disregarded.
- 10.3 An assignment on divorce or judicial separation under the Assignment by Virtue of Court Order under the Matrimonial Causes Act 1983, Matrimonial Homes Act 1983, Family Law Act 1996 does not count as a succession. However, if the tenant is a successor and they are ordered by the Court to transfer the tenancy to their spouse, the incoming spouse will also be classified as being a successor and therefore lose future rights.
- 10.4 Shorthold tenants such as starter tenants do not have the right to succeed. Gentoo are not required by law or the Housing Regulator to grant shorthold tenants the right of succession. The only exception to this is with a joint tenant who will immediately succeed to the full tenancy on the death of the other joint tenant.
- 10.5 Gentoo may also grant additional rights of succession to members of a tenant's family who resided with the tenant in the 12 months prior to their death. The family members who are granted this additional right are as follows:
- The tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece
 - A relationship by marriage (in-laws)

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- A stepchild of a person is treated as his or her child
 - Please note that foster children are not able to succeed
- 10.6 The family members who are granted this additional right must have fulfilled the conditions below:
- They must have occupied the tenant's home as their principal residence for at least 12 months prior to the tenant's death
 - They must notify Gentoo of their claim within six months of the tenant's death and provide satisfactory evidence of their claim.
- 10.7 Finally, a child may be able to succeed to a tenancy – the child will have an equitable tenancy until they reach the age of 18 years old. The tenancy will be held in trust.

11.0 Mutual Exchange

- 11.1 Gentoo assured tenants have the right to exchange their assured tenancy with another assured tenant within the Group, with another registered provider, or with a secure tenant of a local authority.
- 11.2 There are two ways that a mutual exchange can take place:
- The Housing Act 1985 – Under this Act a mutual exchange will take place by assignment.
 - The Localism Act 2011 – Under this Act a mutual exchange will take place by surrender and re-grant. (Fixed term tenancies only)
- 11.3 Gentoo reserve the right to withhold permission for a mutual exchange if any of the following discretionary grounds apply as set out by the Housing Act 1985:
- A Notice of Seeking Possession has been served on the tenant proposing to exchange their tenancy.
 - A Court Order is outstanding against the property.
 - A Court action is pending for an order against the tenancy.
 - Where the tenant is subject to an Anti-social Behaviour Order or an Anti-social Behaviour Injunction, or if either is being applied for.
 - The property would be substantially more extensive than is reasonably required

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- The extent of the property is not reasonably suitable to the needs of the proposed family.
- The property has been let to a tenant who is an employee of any company within the Group, for the purposes of employment or is within the boundaries of a company building.
- The mutual exchange would conflict with our charitable objects.
- The request to exchange involves a property which has substantially different features from those of ordinary properties and has adaptations to suit and accommodate the needs of the residing tenant. If the exchange does not make effective use of these adaptations then the exchange may be refused.

11.4 In addition to the above grounds for refusal, Gentoo can refuse consent if the mutual exchange falls under the Localism Act 2011 and:

- The tenant is in arrears
- The tenant is otherwise in breach of a term of the tenancy agreement.

11.5 Gentoo reserve the right to grant a mutual exchange subject to any reasonable conditions such as payment of outstanding rent, the remedying of any breach or performing any obligation of the tenant agreement.

11.6 Where consent is granted subject to any reasonable condition, the 42 day time limit will be suspended and only resumed once conditions have been met by the tenant. Each case will be considered individually on merit.

11.7 Gentoo are not required by the Regulator of Social Housing to grant contractual rights of assignment or mutual exchange to short-hold tenants or those living in purpose built supported housing. Gentoo will only consider moving a starter tenant in exceptional circumstances in line with the Allocations Policy.

12.0 Assignment

12.1 It is possible for a tenant to pass their tenancy to another person by Deed of Assignment. An assignment involves the legal transfer of a tenancy from one person to another.

12.2 There are only certain circumstances when an assignment can take place:

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- In accordance with Section 92 of the Housing Act 1985 for mutual exchange. In this situation succession rights are not affected. (Please note a mutual exchange can occur more than once).
- In pursuance of a Court Order under Section 24 of the Matrimonial Causes Act 1973, Family Law Act 1996 or of Schedule 1 to the Children Act 1989 (Please note that succession rights are not lost in this situation)
- To a person who will qualify as a successor had the tenant died.

12.3 Gentoo can withhold consent to assign using the same reasons as mutual exchange as set out in Schedule 3 of the Housing Act 1985.

13.0 Improvements

13.1 All Gentoo tenants have the right to carry out improvements to their home. Tenants are required to request permission from Gentoo in writing for any improvement as covered by our Improvement Procedure.

13.2 Gentoo cannot unreasonably withhold permission, however, has discretion over the types of improvements permitted due to considerations mainly in relation to health and safety / compliance and potential maintenance costs to Gentoo as a result of any improvements.

13.3 From October 2018, Gentoo stipulate that the tenant is responsible for any ongoing maintenance of the improvement, and whether Gentoo would insist that the improvement is removed, and/or the original fixture/fitting is reinstated on termination of the tenancy.

13.4 Gentoo aim to complete all requests for improvements within 15 working days. However, where further investigation needs to be completed this could take longer and the tenant will be kept informed of the progress.

14.0 Right to have a lodger

14.1 The Gentoo Assured Tenancy (including assured Starter Tenancy) Agreements state that a customer has a right to take in lodgers providing the customer notifies Gentoo and does not make the property overcrowded.

14.2 For the purposes of this policy, a lodger is someone who will usually be staying as part of the household and sharing the tenant's facilities. They will

not have exclusive possession of any part of the property and they are not family members.

15.0 Right to sublet

- 15.1 The Gentoo Assured Tenancy (including Starter Tenancy) Agreements state that tenants have the right to sublet part of the property subject to prior written permission from Gentoo and under the condition that they do not make the property overcrowded.
- 15.2 Subletting without permission, and parting with possession through subletting the whole property is a criminal offence. The Group take a zero tolerance approach and will deal with each instance of subletting on a case by case basis.

16.0 Abandonment

- 16.1 Tenants have an obligation to use their property as their only or principal home; if this obligation is broken the customer will lose their security of tenure. Where Gentoo have reason to believe a tenant is not using their property as their only or principal home, a full investigation will be initiated to establish the reason for the tenant's absence. Gentoo will take legal action where it is discovered that a tenant is permanently absent from the property.

17.0 Unlawful occupation

- 17.1 Gentoo has a zero tolerance approach to squatting and unauthorised occupation in our properties, no matter what use is expected for the property in the future.
- 17.2 Gentoo will take immediate action to regain possession of a property that is unlawfully occupied.

18.0 Terminating tenancies

- 18.1 Gentoo tenancies will always end on a Sunday and customers are required to give 4 weeks' notice in order to end their tenancy. The 4 week notice period may not be possible where the tenant has died, or where they are transferring

to another Gentoo property. In these cases the notice period will be mutually agreed with the tenant or representative.

19.0 Data Protection

- 19.1 The privacy of customer information is taken very seriously and Gentoo is committed to taking all reasonable steps to process and protect any personal information that is provided to us by customers. This is in accordance with the Data Protection Act.
- 19.2 Gentoo will use the information customers provide to meet responsibilities and perform duties in the allocation and management of housing accommodation. On occasion information may be required sharing with third parties in order to fulfil these duties.
- 19.3 The information customers provide to Gentoo will be held on computer and paper-based systems, which may be used for the prevention and detection of fraud or any other crime. Appropriate measures are in place to ensure the information that customers share is secure and only available to authorised staff.
- 19.4 Each customer can exercise their data protection rights by contacting the Data Protection Officer, further information can be found in the Privacy Statement on the Gentoo website and it is available in other formats on request.

20.0 Repairs and Maintenance

- 20.1 Tenants are responsible for notifying Gentoo as soon as they identify that a repair is needed. The Gentoo Tenant Handbook outlines which repairs are Gentoo's responsibility and which are the tenant's responsibility. More information can also be found in the Repairs and Maintenance Policy.
- 20.2 Tenants are responsible for reporting any potential gas leaks to Northern Gas Networks.
- 20.3 Tenants must allow Gentoo access to the property to allow for the annual gas checks, electrical safety checks and/or water hygiene tests to be carried out. Failure to allow Gentoo access for these checks will be treated as a breach of tenancy and may result in legal action being taken against the tenant.

- 20.4 Tenants may have the right to claim compensation for improvements they have made to the property when they leave in line with our Repairs and Maintenance Policy.
- 20.5 Gentoo assured tenants whose tenancies commenced prior to 9th April 2016 have the Right to Repair to ensure that urgent and minor repairs are carried out quickly if they affect their health, safety and security. Gentoo have procedures and processes in place detailing the Right to Repair.

21.0 Appeals

- 21.1 Where a person is refused a succession, a mutual exchange or an assignment, they have the right to appeal the decision. If they decide to appeal, they must do so within 21 days of the receiving notification of the decision.
- 21.2 The review process must be completed within 8 weeks.
- 21.3 A person will not have the right to appeal where they are granted the right to succeed but their succession is being challenged on the basis that the property is too large for their needs and/or has been adapted for use by a disabled person.
- 21.4 All appeals will be carried out by a member of staff who was not involved in the original decision and who is senior to the member of staff who made the original decision.

22.0 Monitoring & Review

- 22.1 The Policy will be fundamentally reviewed in 3 years' time by Operations and the Policy Team, or in line with business need. The Executive Director (Operations) is accountable for ensuring implementation of the Policy and Procedure effectively. The Business Assurance team will monitor this Policy every 3 years in line with the audit plan. There are inbuilt checks within the Tenancy Management procedures to ensure the Group can monitor processes are being followed.
- 22.2 Any proposed changes or recommended amendments to this Policy will be reported to the Executive Director (Operations) and Executive Director of Corporate Services for comment and approval prior to implementation.
- 22.3 The Local Service Offers can be found in Appendix 2.

23.0 Policy Outcomes

23.1 The policy aims to achieve the following outcomes:

- Create sustainable tenancies and communities by supporting customers and allowing persons whom are eligible to succeed and assign
- Reduce the number of empty properties through tenancy sustainment
- Ensure all customers are treated fairly and consistently
- Tenants are well informed about their rights and responsibilities and the consequences of any breach
- Properties are well managed and maintained
- Ensure a consistent approach is provided across all Gentoo neighbourhoods
- Provide support to those who need it in the beginning stages of their tenancy

24.0 Records

24.1 Records relating to tenancy management are kept in the appropriate location this may include, Orchard, Apex updates, Streetwise and relevant databases.

25.0 Vulnerable Customers

25.1 It is important that vulnerability is considered throughout the approach to tenancy management. Gentoo will deliver a tenancy management service in line with the Vulnerability Policy and Procedure.

25.2 It is imperative that all staff check for User Defined Characteristics (UDCs) when delivering the tenancy management service and to ensure the specific needs of each customer are considered throughout.