

Storm Housing Group Limited (Storm) – Tenancy Policy

Policy Control Sheet:

| | |
|---|---|
| Policy Name | Tenancy Policy |
| Policy Number | 7.2k |
| Related Procedures | Tenancy Procedures |
| Author | Josh Roden |
| Executive Summary | <p>This policy outlines our approach to issuing, reviewing and terminating tenancies for all rented properties by Storm.</p> <p>If there is any variance between this policy and individual tenancy agreements or addendums, the tenancy agreement or addendum will take precedence.</p> <p>The aims of this policy are to ensure clear guidance is provided, the appropriate tenancy is granted, and all residents are treated in a fair and equitable manner.</p> |
| Legal, regulatory & compliance matters | <p>Housing Act 1988</p> <p>Localism Act 2011</p> <p>Equality Act 2010</p> <p>Landlord and Tenant Act 1988</p> <p>Protection from Eviction Act 1977</p> <p>Tenancy Standard 2024</p> |
| Definitions | <p>A Notice to Quit (NTQ) is a legal instrument to end a tenancy that can be provided by a tenant or a landlord to terminate the tenancy.</p> <p>We define vulnerability as being any condition or circumstance that puts an individual or household at risk of losing their home, or any situation which, without support or intervention, places them at risk of abuse, neglect or causes detriment to their overall wellbeing.</p> |
| Risk summary | Having the incorrect tenancies in place can result in a wide range of risk from financial, legal, regulatory, asset management and customer satisfaction. |
| Approving body | Storm Housing Group Board |
| Approval date | June 2024 |
| Review cycle | Annually |
| Review date | June 2025 |



Policy clauses

- 1.1. We will only offer a tenancy to those who can provide evidence to confirm: they have UK or EU citizenship; they have been granted indefinite or limited leave to remain in the UK; or they have applied for an extension of their leave to remain if it has expired.
- 1.2. We will not offer an assured tenancy to an applicant who has been granted limited leave to remain in the UK, or who can provide evidence to confirm that they have applied for an extension of their leave to remain in the UK if it has expired – we will instead offer an assured shorthold tenancy.
- 1.3. 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.
- 1.4. We shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.
- 1.5. We will make sure that the home continues to be occupied by the tenant they let the home to in accordance with the requirements of the relevant tenancy agreement, for the duration of the tenancy, allowing for regulatory requirements about participation in mutual exchange schemes.

2. Tenancy Types

- 2.1. We will generally issue one year assured shorthold tenancies (AST) to general needs, affordable rent, market and intermediate market rent tenants.
- 2.2. For general needs and affordable rent, the starter tenancy will convert to a full assured tenancy at the end of this period, unless the landlord has taken steps to end the tenancy or agreed to extend the shorthold period.
- 2.3. We may grant tenancies for a fixed term, typically 5 years. Under certain circumstances, we may grant a tenancy for a fixed term of less than 5 years, or exceptionally, a tenancy for a minimum fixed term of no less than two years, in addition to any probationary tenancy period. These tenancy types will be decided on a case-by-case basis where appropriate and require senior management approval.
- 2.4. We will grant households who are vulnerable by reason of age, disability or illness, and households with children an appropriate tenancy or licence in accordance with their needs and the type of accommodation, which provide a reasonable degree of stability.
- 2.5. We will provide information to all new tenants on the consequences of signing a tenancy to ensure that their rights and obligations are carefully understood.
- 2.6. We will be explicit about the conditions for ending a tenancy at tenancy sign up and subsequent tenancy reviews.
- 2.7. We will grant those who were social housing tenants on the day on which section 154 of the Localism Act 2011 comes into force, and have remained social housing tenants since



that date, a tenancy with no less security where they choose to move to another social rented home, whether with the same or another landlord. (This requirement does not apply where tenants choose to move to accommodation let on Affordable Rent terms).

3. Probationary Period

- 3.1. As from the first anniversary of the tenancy start date, this assured shorthold tenancy may convert automatically to an assured non shorthold tenancy, bringing the probationary period to an end. This will happen unless before the first anniversary of the tenancy start date:
 - 3.1.1. We have started proceedings for possession against you, for possession of your home; or
 - 3.1.2. We have served a notice under Section 21(4) of the Housing Act 1988 that we require possession, and we issue proceedings for possession before the expiry of that notice; or
 - 3.1.3. We have served an extension notice on you, extending your probation period for a further period of six months.
- 3.2. If the tenancy converts to an assured non shorthold tenancy, you will receive additional rights effective from that date, which are set out in this policy. The other terms and conditions of this agreement will remain the same.
- 3.3. Probationary tenancies will typically be for a maximum of 12 months, or a maximum of 18 months where reasons for extending the probationary period have been given and where the tenant has the opportunity to request a review.

4. Ending a tenancy (by a resident)

- 4.1. A tenant must give Storm at least four weeks' notice in writing if they want to end their tenancy at any point following sign-up. For the Notice to Quit (NTQ) to be valid, it must give Storm a full four weeks' notice. Tenants are responsible for paying rent until the NTQ expires and the tenancy ends.

5. Ending a tenancy (by Storm: assured tenancies)

- 5.1. We will only terminate a tenancy and take possession action after all other alternatives have been explored.
- 5.2. Possession action may be taken if there has been a breach of the tenancy agreement.
- 5.3. Storm will provide services that will support tenants to maintain their tenancy and prevent unnecessary evictions.
- 5.4. We will follow our relevant policies and procedures such as those relating to rent arrears, unauthorised occupancy and anti-social behaviour. Where this has failed to address the breach of the tenancy, we will end the tenancy or may not grant another tenancy on the expiry of the fixed term.
- 5.5. We will offer advice and assistance to tenants on finding alternative accommodation when their tenancy ends or in the event that we decide not to grant another tenancy.



- 5.6. Before a fixed term tenancy ends, Storm will provide notice in writing to the customer, either that we propose to grant another tenancy on the expiry of the existing fixed term or that we propose to end the tenancy.

6. Appeals

- 6.1. A tenant may appeal in writing against the following decisions, providing the appeal is made within 21 days of our decision being made: a decision to terminate their tenancy; a decision to extend their starter tenancy or probation period; a decision relating to the length of the fixed term of their tenancy; and a decision relating to the type of tenancy offered. We will respond to an appeal within 21 days of it being submitted.

7. Accessing the property for viewings during the notice period

- 7.1. We will arrange a mutually convenient date following the issue of the Notice to Quit to allow prospective tenants to view the property.

8. Decants

- 8.1. We will grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.

9. Vulnerability

- 9.1. We will make referrals to internal and external services as appropriate, and take reasonable steps to address any vulnerability in line with our Vulnerable Persons Policy.

10. Succession

- 10.1. The Localism Act 2011 changes the automatic right of succession for new tenancies, including fixed term tenancies. Tenancies issued from April 2012 will only include a statutory right of one succession to a spouse or partner. There will be no statutory right of succession for other family members. We may opt to grant succession rights to other family members, this will be decided on a case-by-case basis and require senior management approval.
- 10.2. Any request for a succession to a person other than a spouse or partner will be processed as a discretionary succession.
- 10.3. For tenancies granted prior to April 2012 succession rules are unchanged.