

Tenancy policy

1. Policy Statement

The Regulator for Social Housing Tenancy Standard sets out, amongst other things, that in respect of Tenure, Registered Providers shall publish clear and accessible policies that set out:

- The types of tenancies they will grant.
- The circumstances in which they will grant tenancies of a particular type.
- Any circumstances in which they will grant tenancies of less than five years for general needs social housing.

This policy therefore sets out Octavia's position regarding these matters.

2. Aims

- 2.1 Octavia believes that good homes provide the foundation for residents to build better lives. Octavia is a subsidiary of the Abri Group. The purpose of this policy is to clearly set out the types of tenancies Octavia will offer to best meet the housing needs of our customers. We understand that providing security of tenure is important in sustaining successful tenancies and communities which thrive. We seek to provide tenants with as much security of tenure as possible, particularly where the household is vulnerable or includes children, and fulfil our responsibility to help meet local housing need.
- 2.2 The tenancy we issue to individual tenants varies depending on legislation, the property, and the individual's circumstances. Most of our tenancies are assured tenancies.
- 2.3 This policy sets out which types of tenancy we will offer and the circumstances under which we will offer them. We will set out clear landlord and tenant rights and responsibilities in our tenancy agreements and our service standards.
- 2.4 We will work collaboratively with Local Authorities (LA) to support local housing strategies.

3 Scope

3.1 This policy applies to our general needs and care and support tenures only. Separate policies cover the work of our Home Ownership and Commercial Services tenures. We do not offer fixed term tenancies.

4 Objectives

4.1 The objectives of this policy are:

- To provide appropriate tenancies to those in housing need
- To protect vulnerable customers
- To make best use of the homes we manage, taking into account the needs of individual households and communities.

5 Definitions

5.1 **Tenancy agreement** – The contractual agreement for renting a home where the tenant has exclusive possession of the property. See Section 6 below for details and the different types of tenancies we use.

5.2 **Licence** – The occupancy agreement where the occupier does not have exclusive possession of the property.

6 Our tenancy offer

6.1 We offer the following types of tenancy:

6.1.1 **Starter (Probationary) Tenancy**

We will offer an Assured Shorthold Starter tenancy to customers who have not previously held a social housing tenancy. Starter Tenancies are for a 12 month period and enable the tenant to learn tenancy management skills and demonstrate they can sustain the tenancy. The tenancy will convert to an Assured Tenancy at the end of the 12-month period.

We may extend the starter tenancy by up to six months if there are unresolved tenancy breaches or anti-social behaviour issues. We will review the tenancy after 6 weeks, 4 months and 9 months to support new Starter Tenants. If we decide to extend the Starter Tenancy, we will meet with the customer to explain the reasons and offer support to help them sustain the tenancy. If we decide to end the starter tenancy, we will explain our reasons to the tenant. The tenant may ask us to review the decision within 5 working days of receiving notice of our intention to extend or end the tenancy. In addition, we will give the tenant an opportunity to make any representations as to their personal circumstances or other matters. If representations are made and we decide to proceed with a claim for possession, we will give written reasons for doing so.

6.1.2 **Secure Tenancy**

Tenants whose tenancy started before 15 January 1989 may have this type of tenancy. We do not offer this type of tenancy to new customers. However, where an existing secure tenant of Octavia transfers to another Octavia property, we will grant them a secure tenancy. We will offer incoming tenants with an existing secure tenancy granted by the local authority or another registered provider of social housing an Assured Tenancy.

6.1.3 **Assured (non-shorthold) Tenancy**

We offer Assured tenancies to Octavia tenants with an existing Assured or Fixed Term Tenancy when they move to another Octavia home. We will also offer an Assured Tenancy to new Octavia tenants who were customers of other social housing providers and held an Assured or a Secure Tenancy immediately prior to moving to an Octavia home. Existing Secure tenants will retain the “Preserved Right to Buy” where this applies. The exceptions are tenants who qualify for a Starter Tenancy (see 5.1.1 above). Assured tenancies are offered in our General Needs social rent, and affordable rent homes, and have a weekly rent frequency.

An Assured tenancy has security of tenure and can only be ended by Court order using one of the grounds for possession provided for in legislation.

6.1.4 **Assured Shorthold Tenancy**

We offer Assured Shorthold Tenancies (AST) to customers in some of our Care and Support schemes depending on the purpose of the scheme and the intended client group, to our Intermediate Rent customers, and to customers housed under the Rough Sleeper's initiative.

ASTs issued to our Intermediate Rent customers are for 12 months to begin with and then continue monthly until formally ended.

ASTs issued under the Rough Sleeper's initiative are for 24 months.

ASTs can be ended by giving two months' notice in accordance with legislation and applying to court for a possession order, which would normally be granted without a hearing. In general needs housing this type of tenancy is issued to residential caretakers and linked to their employment as an Octavia caretaker.

If we decide to end an assured shorthold tenancy, we will explain our reasons to the customer and give them an opportunity to make any representations as to their personal circumstances or other matters. If representations are made and we decide to proceed with a claim for possession, we will give brief written reasons for doing so.

6.1.5 **Periodic Assured Shorthold Tenancy**

We offer Periodic Assured Shorthold Tenancies where the customer may remain temporarily. Customers with indefinite leave to remain will be offered this type of tenancy. The tenancy length will begin from the date they move into the property, and end on the

expiry of their leave to remain. The tenancy can be ended by giving two months' notice in accordance with legislation and applying to court for a possession order, which would normally be granted without a hearing. If we decide to end the periodic assured shorthold tenancy, we will explain our reasons to the customer and give them an opportunity to make any representations as to their personal circumstances or other matters. If representations are made if we decide to proceed with a claim for possession, we will give brief written reasons for doing so.

6.1.6 **Licence Agreement**

We issue licences at certain care and support schemes that meet certain criteria, and as approved by the Regional Managing Director. We issue licences where the occupant does not have exclusive possession of part of the property, shares facilities, can be asked to move rooms, or staff at a scheme that have the right to access accommodation for instance to ensure the health and safety of the individual and other occupants. An excluded licence will also be offered to those moving to temporary accommodation for a decant on the basis that the licence is offered other than for money or money's worth. If we decide to end the excluded licence, except in exceptional circumstances (by way of example only, serious anti-social behaviour) we will explain our reasons to the customer and give them an opportunity to make any representations as to their personal circumstances or other matters. If representations are made, if we decide to proceed with a claim for possession, we will give brief written reasons for doing so.

6.1.7 **Succession**

When a tenant dies it is possible for someone living in the household to 'succeed' the tenancy. Whether someone has a right to succeed will depend on their relationship to the tenant, the type of tenancy, when the tenancy started and the terms and conditions of the tenancy agreement. Further information in relation to this can be found in the Assignment and Succession Policy.

We may also exercise our discretion to allow someone who does not have the legal right to succeed to be offered a tenancy of that or another property. We will consider the needs of vulnerable households and consider requests for discretionary succession on a case-by-case basis.

We will provide advice and signpost tenants on finding alternative accommodation where they do not qualify for legal succession and have not been granted discretionary succession.

6.1.8 Tenancy and Licence Agreements

The above sets out Octavia's approach to tenancies and licences in general needs and care and support. For the detail of individual occupancy agreements, please refer to the signed tenancy or licence signed between the landlord (or managing agent) and the occupant as the master versions of different types of tenancies and licences have been subject to amendment over time to reflect changes in legislation or regulation, and developments in best practice.

6.1.9 Sole to joint tenancies

We will enable a joint tenancy to be signed if an existing sole tenant applies to do so with a qualifying joint tenant. A qualifying joint tenant is a spouse or civil partner or partner, including same-sex partner, who can provide proof of co-habitation for 12 months or more. A qualifying joint tenant must also satisfy the right to rent.

Where we decide to use discretion to change a sole to joint tenancy, we will aim for at least one in-person one-to-one meeting to take place between a member of the Customer Housing Team and the current tenant. This is a safeguarding measure to make sure that the tenant understands the implications of the change, and so that we can understand the situation behind the tenancy change and provide the necessary support.

We will not grant a joint tenancy where the tenant is in rent arrears (except for housing benefit) and has not maintained a payment plan for at least 12 weeks. This is because we grant joint tenancies by way of issuing a new tenancy agreement so there can be no outstanding rent or other current tenancy breaches at the point of signing a new tenancy.

6.1.10 **Joint to sole tenancies**

In most instances we cannot transfer a tenancy from joint to sole unless both parties agree and there is a formal deed of assignment. Where only one tenant wants a sole tenancy, such as in relationship breakdown, we are unable to fulfil this without a Court Order.

We will aim for at least one in-person one to one meeting with the existing tenant to be conducted by the Customer Housing Team as a safeguarding measure.

7 Addressing under and over occupation

7.1 Octavia will work with Local Authorities and other housing providers to facilitate moves, for example, where households are affected by Welfare Reform and a smaller property would better meet their housing need.

7.2 To ensure best use of our housing stock we will endeavour to let at maximum occupancy to avoid under or over-occupation.

7.3 Octavia will promote and provide a free advertising service to enable and support customers to complete Mutual Exchanges.

8 Protection for vulnerable residents

8.1 Octavia has developed a range of services and works collaboratively with a network of agencies to support vulnerable customers and is committed to helping customers to live independently, fulfil their ambitions and to sustain their tenancy.

8.2 **Domestic Abuse**

We will not usually re-house a departing tenant, unless they are at risk by not leaving the property, demonstrated by meeting the Multi-Agency Risk Assessment Conference (MARAC) threshold, as well as having been accepted as needed priority housing. Where we identify the tenant requesting a change between a joint or sole tenancy may be pressured to do so, we will recommend legal advice and refer to our Domestic Abuse Policy

9 **Exceptional circumstances**

9.1 In line with the Tenancy Standard which requires us to make the best use of available housing, there may be exceptional circumstances when we must diverge from this Policy. We will only do so if this is in accordance with the Tenancy Standard and our legal obligations in relation to tenure.

10 **Appeals and complaints**

10.1 Tenants have a right to appeal and / or raise a complaint about a tenancy decision. Details of how to raise a complaint can be found in our Complaints policy. Appeals against a tenancy decision will need to be lodged within 21 calendar days and be made in writing. The appeal will be considered by an Assistant Director with a decision made within 14 calendar days.

11 **Equality, Diversity, and Inclusion**

11.1 We are committed to fostering an inclusive environment where every individual's needs are not just acknowledged but actively catered for. Underpinning this is our commitment to meeting our duties under the Equality Act, which serves as the cornerstone of our approach to addressing diverse needs within our community. Whether it's ensuring accessibility for those with physical disabilities, providing support for individuals with mental health challenges, or accommodating cultural and religious requirements, we recognize and

respect the unique circumstances of each person. For further information, please refer to our Equality Diversity and Inclusion Policy.

- 11.2 We will make reasonable adjustments where appropriate. We will keep a record of any reasonable adjustments agreed and any disabilities disclosed. We will keep any agreed adjustments under active review.

12 Legislative / regulatory context

- Housing Acts 1985, 1988, and 1996 (as amended)
- Social Housing (Regulation) Act 2023
- Social Housing Regulator’s Tenancy Standard
- Tenant Satisfaction Measures
- 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
- Domestic Abuse Act 2023

13 How we will manage your personal data

- 13.1 We will manage and process personal data in compliance with the Data Protection Act 2018 and UK GDPR. For further information on how we process personal data, see the Octavia Data Protection Policy, and Octavia Privacy Notice.

14 Publishing the policy

- 14.1 We will publish this policy on our website.

15 Governance

Consultation	Colleagues from Allocations; Income; Home Ownership; Housing; Care and Support. External legal consultant. Octavia's Resident Panel
Associated documents	Allocations and Lettings policy Assignment and Succession policy ASB policy Complaints policy Data Protection policy Decants policy Domestic Abuse policy Equality Diversity and Inclusion Policy
Policy Owner	Head of Housing Services
Next Review due	June 2027

6 Revision history

Date of revision	Author	Revision detail	Approved
24 May 2024	Ivor Cardoso, Head of Housing Services	Full review to ensure clarity around which tenancies are offered and under which conditions, and compliance with Consumer standards New sections added: S. 5.17 Succession S. 6 Addressing over and under-occupation S. 7 Protection for vulnerable residents S.8 Exceptional circumstances S.9 Appeals and complaints S.11 Equality, diversity, and inclusion	Group Board 18/06/2024
7 June 2024	Barbara Marsh, Assistant Director Housing Services	Addition of sections on joint to sole, sole to joint, domestic abuse and appeals	Group Board 18/06/2024

20 January 2025	Policy Manager	Delegations updated to reflect Octavia as a subsidiary	Executive Director Strategy, Business Intelligence & HR / Regional Managing Director 12/02/2025
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