

Lettings and Tenancy

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This Policy will be applied in a way that will not discriminate on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

Version number	Amendment	Amended by	Date
2.1	Minor change to 4.3 regarding advice from Business Development re: Affordable Rent.	Annette Morrison	17/09/15
2.2	<p>Eligibility – guidance around leave to remain status provided (3.1).</p> <p>Also greater clarity and distinction made between attributes of two and five year Fixed Term Tenancies, including review process. These changes are under 4.4, 5.1, 5.2, 6.2, 6.3, 6.4 and 6.5.</p>	Annette Morrison	30/11/15
2.3	Changes to reflect Board's decision to give Affordable Rent to all new tenants and those who have requested a transfer, except secure tenancies.	Annette Morrison	11/02/16
2.4	Changes relate to the type of tenancy we will issue for a new joint tenancy and discretionary succession/assignment.	Annette Morrison	17/03/16
2.5	Added Right To Rent for Joint tenants & also clarified about tenancy type for joint to sole.	Annette Morrison	28/06/16
2.6	Removed reference to Fusion	Annette Morrison	06/07/16
2.7	Water rates to be always charged separately for affordable/intermediate rents. Joint tenancy policy for Int Rents established. Starter Tenancies for under 35 year olds to be extended to reflect changes in benefit rule. Tightened criteria for Intermediate Rent and clarified that it is credit checking that takes place rather than affordability checks. Also added definition of Keyworkers & who gets priority	Annette Morrison	06/10/16
2.8	Minor changes related to Intermediate Rent	Annette Morrison	13/10/16
2.9	Changes to reflect decision to no longer convert rents to Affordable	Annette Morrison	23/11/16
2.10	Removed references to 80% of market rent for Int Rent and replaced with 70%. 80% was an error. Made some amendments following audit on Int Rent so in line with Int Rent Sign Up policy	Annette Morrison	19 th Jan 2017
2.11	Amended so Lettings Team Leader makes decision about the decision from Joint to sole tenancies.	Annette Morrison	3 rd May 2017

2.12	Removed detail on Fixed Term Tenancy as this now separate policy & clarified further when Affordable Rents are to be set.	Annette Morrison	12 th July 2017
2.13	Added reference to AST at STIR and review of ASTs for Intermediate Rent & removed reference to under 35 year olds and Starter Tenancies as HB rules have changed.	Annette Morrison	12 th December 2017
2.14	Added reference to new Tenancy Type – Assured/Starter – Fixed Service Charge for Street properties & removed reference to Community Lettings	Annette Morrison	7 th March 2018
2.15	Made reference to overcrowding re TH and also Intermediate Rent.	Annette Morrison	21 st March 2018
3.0	Updated as part of 3 yearly review	Annette Morrison	13 th August 2018
3.1	Changed from 2 year to 3 year to reflect change in practice from 1 st Nov18. Also updated to reflect that we now have a secure tenancy with fixed service charge	Annette Morrison	9 th January 2019
3.2	Added line from tenancy agreement about owning a property	Annette Morrison	24 th April 2019
3.3.	Amended approach to Right to Rent for Int Rent	Annette Morrison	18 th June 2019
3.4.	Amended approach re HB for Int Rent	Annette Morrison	6 th November 2019
3.5	Added clarity around Joint to sole applications	Annette Morrison	12 th February 2020
3.6	Expanded definition of keyworkers during pandemic	Annette Morrison	17 th November 2020
4.0	3 Yearly review of policy – specifically sections on Right to Rent; Business plan, GLAs practice note – allocating IR; and bedroom requirements having compared key boroughs & reflect of TET decision to stop using FTT for IRs	Annette Morrison	11 th November 2022
4.1	Capsticks gave advise that any secure tenant transferring should remain a secure tenant, previous advise had been that only perm decants should remain a secure tenant	Annette Morrison	12 th September 23

1. Purpose

- To ensure that the best use is made of our housing stock and is used for those in genuine need of it.
- To outline how and to whom Newlon let their properties and what type of tenancy they will be given.

2. Newlon's Business Plan

We aim to make the best use of our housing and to enable residents to maintain stable and lasting tenancies. This means ensuring that:

- Homes are let in a transparent fashion to suitable applicants on an appropriate tenure.
- That eligibility criteria is designed to meet local housing need.
- That there are checks in place to identify potential issues at the lettings stage or in the early stages of their occupancy to give people the best chance of sustaining their tenancy long-term.
- That extra support is available where issues are identified.
- That there are processes in place to help ensure that homes continue to be let to suitable people and that there are processes in place to identify tenancy fraud.

3. Lettings Policy

3.1 Eligibility

i. Right to Rent

The Lettings Team are responsible for carrying out eligibility and right to rent immigration checks where appropriate. (The local authority should carry out these checks for their nominations).

In order to qualify for social rented housing, an applicant must be eligible to apply for housing by law.

Since 1 July 2021, European Economic Area (EEA) citizens and their family members are required to hold a valid immigration status in the UK, in the same way as other foreign nationals. They can no longer rely on an EEA passport or national identity card to prove their right to rent.

Where an applicant for social rented housing has limited leave to remain as they have applied study/work/join family/visit they will not be eligible.

Where an applicant does have limited leave to remain and is a refugee, then they can be offered a social rented property but this should be on an Assured Shorthold Tenancy (AST). This will then be reviewed when a decision has been made about their leave to remain. The Right to Rent field should be populated to reflect the expiry.

Where an applicant for intermediate rented housing does not have indefinite leave to remain and is not a refugee, and their Right to Rent is less than one year, they will not be eligible for this type of accommodation.

Where the applicant's Right to Rent expires within two years of the tenancy start date, they can be offered an AST, on the understanding that their Right to Rent will be checked upon its expiry.

ii. Right to rent immigration checks

This will largely apply to all new intermediate rent applications. It does not apply to general needs lettings where the local authority has already carried out checks. It will apply to any new adult joining the household as an additional occupant or a new joint tenant.

For all tenancies which start on or after 1 February 2016, Newlon must not authorise any adult to occupy a property under a residential tenancy agreement unless they have a Right to Rent.

It will also apply when a Right to Rent is expiring and needs to be checked.

iii. What are the exceptions?

A tenant with an existing tenancy and is seeking to exchange their home for an alternative tenancy are exempt from the Right to Rent Scheme.

Social housing lettings where the incoming tenant's immigration status has been checked previously by a nominating authority, i.e. general needs rent properties.

iv. What steps need to be taken to carry out these checks?

Conduct initial Right to Rent checks before authorising an adult (18+) to occupy rented accommodation; this should be done by taking the following steps:

- Establish the adults * (not just the tenants) who will live in the property as their only or main home; (* All adults should be listed on the tenancy agreement).
- Obtain original versions of one or more of the acceptable documents for **all** adult occupiers.
- Check the documents in the presence of the holder of the documents.
- Make copies of the documents and retain them with a record of the date on which the check is made. (This documentation should be maintained in line with GDPR principles.)
(Please see 'Home Office Landlords' guide to checking immigration documents').
- Conduct follow-up checks at the appropriate date if initial checks indicate that an occupier has a time-limited right to rent, and;
- Make a report to the Home Office if follow-up checks indicate that an occupier no longer has the Right to Rent.

Right to Rent checks on prospective tenants may only be undertaken and recorded up to 28 days before the tenancy agreement comes into effect.

v. Expiring Right to Rent of existing tenants/household members

A case type of Right to Rent Expiry is created and assigned to the relevant lettings team (Outward/STIR/Sales/Lettings) one month before the Right to Rent expiry date that is on the person's record. At this stage the Right to Rent status needs to be checked this is done by following the process below:

Send initial letter to person, allowing 10 days for a response. The standard letter on Dynamics should be used. The Homes and Lettings Officer (HLO) should ensure the lettings version is used as STIR and Outward will have their own versions.

Once information provided the officer should verify this and where the Right to Rent is extended, the new date for expiry should be added to Dynamics. Where they are the tenant and this impacts on future tenancy, the tenancy will need to be reviewed to ensure the Right to Rent expires in line with the tenancy expiring. The HLO should seek clarification from the Homes and Lettings Team Leader (HLTL) or Head of Service Improvement (HoSI). Where it is a household member this will not be necessary. The tenant should be advised of outcome.

Where there is no response, the HLO should follow up and allow a further 7 days for evidence to be provided. If not provided after this time, then the HLO should seek advice from the HLTL or HoSI.

For tenants - If the Right to Rent is not renewed or there is no evidence that it has been, then a decision will need to be made as to their tenancy depending on this outcome, as to whether this needs to be ended. Where the Right to Rent is then not renewed at this stage, the HLO should verify this with the Home Office and if it is not to be renewed then the case should be referred to Income and Investigations in order for the tenancy to be ended. If they are a sole tenant, it may be necessary to rely on a Notice of Letting to a disqualified person.

If they are a household member this may not be necessary, and they should be removed as household members by the Lettings Administrator but Home Office guidance should be sought.

Please see - www.gov.uk/guidance/ending-a-tenancy-due-to-immigration-status#ending-a-tenancy-your-options.

The following link can be used to check Right to Rent - <https://www.gov.uk/landlord-immigration-check> if application is with Home office ask for HO ref number to carry out a landlord check.

3.2 Ownership of a property

The tenancy agreement states:

During your tenancy you or your partner must not (either solely or jointly) own or rent any residential property which would be reasonable for you to live in as your home. You must tell the Trust if you own a residential property, have another residential lease or tenancy or inherit a property.

Applicants must meet this criteria and where they do not their application will be refused.

Any such cases of existing residents owning another property should be brought to the attention of the Income and Investigations Team.

3.3 Assessing priority for general needs

Newlon lets their social rent properties to the following residents in the following order of priority:

- Existing tenants who need to move to enable substantial repairs or improvements to be carried out in their existing home and have been assessed as needing a decant on a temporary basis.
- Local authority nominations – (75% of family sized accommodation; 50% of 1-bed sized accommodation and for most new developments 100% of all the scheme and 100% in Tower Hamlets as we are part of Common Housing Register).
- Existing tenants who need to move to enable substantial repairs or improvements to be carried out in their existing home and have been assessed as needing a decant on a permanent basis.
- Discretionary applicants (succession/assignment) where they are required to move as existing accommodation too large or is required for medical transfer cases.
- Existing tenants who need to move to another property and have been assessed as a medical priority transfer.
- Existing tenants needing to downsize as a consequence of five year FTT review.
- Existing tenants currently living in supported short-term housing who have been assessed as no longer in need of support and referred on via Hestia or Outward for move-on (see Move on Policy/Procedure for details).
- Nominations from other social landlords/Pan-London – this will be done only on an exceptional basis, for cases where the applicant's housing need would be given priority on your own transfer list and where the above priorities have been met.

3.4 Assessing requirements for both general needs & intermediate rent

Newlon will let their properties using the following guidance relating to size of accommodation:

- A separate double bedroom for each couple or single parent.
- A separate bedroom for any other adult (18yrs +).
- A single bedroom for one child.
- A double bedroom for two children except where:
 - Two children of the opposite sex must share and one has reached seven years of age.
 - Two children of the same sex are expected to share, unless one has reached the age of 18 or there is specific supporting medical evidence to support that they cannot (this will need to be assessed by Independent Medical advisors).
- Bedroom sizes: single bedroom minimum size 6.5sqm.
- Double bedroom size 10.2sqm.
- Main double bedroom size 11.0sqm.

****Where a nomination has come from Tower Hamlets and does not meet the above guidance, this is an acceptable exception to the policy, (as we participate in the Common Housing Register with TH).**

3.5 Eligibility for intermediate rent

In order to qualify for intermediate rented housing you must meet the following criteria:

- You must have a gross household income of less than £90,000 per annum when applying for properties and a minimum of £24,000.
- You must be in full or part time paid employment with a minimum of a one year contract. If your contract is less than 12 months you must be able to demonstrate that you have been in employment for the last 24 months.
- You must complete a credit check and obtain a satisfactory credit score. (See the intermediate rent sign up procedure for further details).
- You must be able to meet the cost of the rent and the associated bills at the property and be able to pay the deposit and rent in advance (deposits will not be accepted from a 3rd party).
- You must be able to pay by direct debit.
- If you have been a Newlon tenant in the past you must not have left owing us money or been evicted for a breach of tenancy or arrears.
- You must be eligible for the Right to Rent.
- You must not own or have an interest in a property that you could be expected to occupy.

Household income is defined as basic pay and London weighting/high cost area, overtime should only be included where it has been established over a period of 3-6 months that this is the 'norm'. Bursaries and grants should not be included.

Where there is a specific nomination agreement for a scheme this will override the above and below priority.

3.6 Assessing priority for intermediate rent

Newlon lets their intermediate rent properties to those who meet the criteria outlined above in 3.4. and then in the following order of priority:

- Existing tenants who are overcrowded by more than two people (who meet intermediate rent lettings criteria).
- Keyworkers; (in some schemes priority may be given to specific local employment such as a local hospital); whose household (joint/sole tenants) income is less than £50,000.
- Keyworkers; (in some schemes priority may be given to specific local employment such as a local hospital) whose household (joint/sole tenants) income is more than £50,000;
- Existing tenants applying for a new property whose household income is below £50,000;
- Existing tenants applying for a new property whose household income is over £50,000;
- Any other person meeting the intermediate rent criteria.

3.7 Keyworkers are defined below

Health and social care	This includes, but is not limited to, doctors, nurses, midwives, paramedics, social workers, care workers, and other frontline health and social care staff including volunteers; the support and specialist staff required to maintain the UK's health and social care sector; those working as part of the health and social care supply chain, including producers and distributors of medicines and medical and personal protective equipment.
Education and childcare	This includes: <ul style="list-style-type: none">• Qualified teachers/lecturers/nursery staff working in nursery/schools/colleges• Childcare• Support and teaching staff• Social workers

Key public services	<p>This includes:</p> <ul style="list-style-type: none"> • Charities and workers delivering key frontline services. • Local government administrative occupations. • Legal professionals; welfare & housing officers. • Security guards. • Qualified Environmental Health officers/practitioners who work in a local authority or government agency.
Local and national government	<p>This includes:</p> <ul style="list-style-type: none"> • National government administrative occupations. • Local government administrative occupations. • Or delivering essential public services, such as the payment of benefits, including in government agencies and arm's length bodies.
Food and other necessary goods	<p>This includes those involved in food:</p> <ul style="list-style-type: none"> • Production • Processing • Distribution • Sale and delivery
Public safety and national security	<p>This includes</p> <ul style="list-style-type: none"> • Police and support staff, including those working for British Transport police • Ministry of Defence civilians • Contractor and armed forces personnel • Fire and rescue service employees (including support staff) • National Crime Agency staff • Those maintaining border security, prison and probation staff and other national security roles, including those overseas • Civilian frontline staff • Serving military personnel and former members of the British armed forces discharged within the past two years
Transport	<p>This includes those who will keep the air, water, road and rail passenger and freight transport modes operating including those working on transport systems through which supply chains pass.</p>
Utilities & Communication	<p>This includes waste disposal and environmental workers; IT specialists managers; finance officers; call centre operators, plumbing/heating/ventilation engineers; van drivers.</p>

Properties should be suitable for the household requirements and where there is more than 1 applicant meeting the criteria, preference will be given to those applicants who require number of the bedrooms in the accommodation and then on date of application.

Tenancies should commence the Monday following the viewing or the Monday on or after the property is ready to be let.

3.8 Payment

Tenants at sign up are asked to pay a week in advance as the tenancy agreement requires. This applies to all tenants regardless of whether they are on benefits or not. This is to establish the importance of paying rent and develop a culture of payment.

3.9 Tenancies for Under 18s

We will not allocate a property to an applicant who is younger than 18, unless they are a 'successor'. In these exceptional circumstances we will issue an equitable tenancy.

3.10 Short-Life /Use of Property Guardians

On occasion a property may not be suitable for letting on a long-term basis, this may be due to the long-term future of the property, i.e. it is to be sold/demolished/major works are required. Until this occurs it will be appropriate to potentially let to a short-life group or a group who offer Property Guardian services.

The Head of Service Improvement must approve all decisions to short-life a property, this will normally be approved where other options have been explored such as change of use to a 3 year Fixed Term Tenancy and these have been unsuccessful.

All short-life arrangements should be made via the Service Improvement Team who is responsible for managing the relationship, arranging the invoicing and reviewing the agreement regularly.

Guardians - where security is an issue and a shorter-term solution is required (than the minimum term that short-life offers) Property Guardians can be used.

This should be approved by a Senior Manager within the department responsible for that property. The Service Improvement Team needs to be made aware of this arrangement where he has not been involved in its setting up.

4. Tenancy policy

Newlon grants the following tenancy types:

4.1 Assured – starter social

These are granted to general need's lettings on a social rent, the rent should be set according to the Rent Guidance issued by the Assistant Director for Housing Services (see Rent Setting Policy) and found on the intranet. However where the property has previously had an affordable rent set, this will be maintained, except where a resident is being decanted from an existing tenancy where the rent is set at a social one or there has been written approval from the Housing Services Director. In these cases where an affordable rent is 'lost' the Homes and Lettings Team Leader is responsible for ensuring that this is replaced.

Secure tenants are an exception (See guidance below on secure tenants).

4.2 Assured – starter affordable

These are granted for all 'new development' general needs lettings where the rent has been agreed to be affordable. The rent should be set according to the rent guidance issued by the Housing Services Director (see Rent Setting Policy) and found on the intranet. Usually the 1st rents will have been set by Business Development as per the s106 agreement.

Both these tenancies starter social/affordable will convert to an assured tenancy, (affordable/social) once the starter tenancy has been 'passed'. Tenants cannot be confirmed as lifetime tenants without the Income and Investigations Team signing them off. Rents for these lettings can only be rebased once a tenancy comes to an end and a new tenancy is issued (either to the same or different tenant). This may occur if a tenant has been evicted and the Local Authority and Income agree to issue a new tenancy.

*Water Rates will be charged separately where Newlon is responsible for collecting them on certain schemes and personal service charges.

Where a discretionary succession has been agreed the tenancy will be starter assured and the rent social, unless a Fixed Term Tenancy should be given as outlined in 4.3; 4.4 & 4.5. Unless the property was previously let on an affordable rent, this will be then kept as an affordable rent.

4.3 Assured – starter fixed service charge for flats in street properties

These are granted to general need's lettings on a social rent, for all new tenancies in flats in street properties. The rent should be set according to the Rent Guidance issued by the Housing Services Director (see Rent Setting Policy) and found on the intranet.

However where the property has previously had an affordable rent set, this will be maintained, except where a resident is being decanted from an existing tenancy where the rent is set at a social one or there has been written approval from the Housing Services Director. In these cases where an affordable rent is 'lost' the Homes and Lettings Team Leader is responsible for ensuring that this is replaced.

The fixed service charge will be charged to cover Health and Safety related inspections and subsequent appropriate works; communal electricity and floor coverings. The starter assured (street property - fixed service charge) agreement will need to be used.

*Where the rent is an affordable one, this fixed service charge will not apply.

Where the resident moving into this property is an existing Newlon resident, an assured fixed service charge (for flats in street properties) will be issued or a 5 year Fixed Term Tenancy (FTT) with a Fixed Service Charge for those properties with four or more bedrooms.

4.4 Fixed term tenancies for 5 Years

We will grant 5-year fixed term tenancies for properties of four bedrooms and above. They are assured shorthold tenancies for a fixed term, let on a social rent, unless advised by Business Development that it should be let as an affordable rent on a new-let or the property was previously let on an affordable rent. Please note the following additional guidance around FTTs:

- Where an existing tenant chooses to transfer to a 4 bedroom property and their tenancy commenced before April 2012, they can be offered a 5 year FTT on an affordable rent, but they must complete a prescribed form to end their tenancy (Form 8). (This will only apply if property has been 'designated affordable'.)
- If their tenancy started after April 2012 and they choose to move to accommodation let on affordable rent terms we can offer a FTT. (They should be asked to complete Form 8 also.) (This will only apply if property has been 'designated Affordable'.)
- If we are requiring them to move (such as a decant) then we cannot give less security – i.e. we must grant an assured rather than a Fixed Term Tenancy, if they currently hold an assured tenancy. Where a FTT is already held this will be re-granted, the period will reflect their housing needs.

When issuing a FTT, we will issue a starter tenancy and then, only after the starter tenancy has been passed, we will grant a Fixed Term Tenancy for 5 years. For transferring tenants (not decants) they will get a 5 year FTT if moving into a 4 bedroom property, without a starter period.

*Water Rates will be charged separately where Newlon is responsible for collecting them on certain schemes and personal service charges.

Where a mutual exchange is permitted the term remaining on the Fixed Term Tenancy will be replicated if to another 4 bed property. (See Mutual Exchange policy for more guidance on this). Any secure or assured tenant exchanging with a FTT will be subject to the above rules regarding when their tenancy commenced i.e. before or after April 2012.

4.5 Affordable rent fixed term tenancies for 3 years

In the past where a general needs property had been refused on three occasions by local authority nominations or transfer applicants or properties that have similar characteristics to these hard-to-let properties, these were then let as affordable rent on a FTT for 3 years.

* Water Rates will be charged separately where Newlon is responsible for collecting them on certain schemes.

These properties will be marketed via the intermediate rent website www.newlonlettings.org.uk and should follow the same criteria and priority as outlined in 3.4 & 3.5.

A deposit must be taken for these tenancies. For guidance on how to handle deposits, please refer to the Deposits Procedure.

In advance of the review process, the HLO is responsible for checking with the Homes and Lettings TL/Head of Service Improvement as to whether this should remain as intermediate rent or be brought back to general needs.

4.6 Fixed Term Tenancies for 3-Year let on an intermediate rent

From January 2016, Newlon used a 2-year FTT instead of ASTs for intermediate rent. From 1st November 2018 it is a 3 year Fixed Term Tenancy. From 14th November 2022 these will no longer be issued and they will be replaced by ASTs.

* Water Rates will be charged separately where Newlon is responsible for collecting them on certain schemes & personal service charges.

These properties will be marketed via the intermediate rent website www.newlonlettings.org.uk where adverts will outline eligibility criteria.

A deposit must be taken for these tenancies. For guidance on how to handle deposits, please refer to the Deposits Procedure.

Review of fixed term tenancies

All Fixed Term Tenancies will be subject to a review process outlined in detail in the Fixed Term Policy.

4.7 Assured shorthold tenancies for intermediate rent

This will be used for all IR lettings, from November 2022. The rents are set by the Homes and Lettings Team at 70% of the market rent.

Any exceptions must be agreed in advance by the Head of Service Improvement/Homes and Lettings Team Leader.

A deposit must be taken for these tenancies. For guidance on how to handle deposits, please refer to the Deposits Procedure.

(See Review of AST policy for guidance on how these will be reviewed, as we have a programme for reviewing these to ensure rents reflect current market rents and residents continue to meet criteria for this type of housing).

4.8 Assured Shorthold Tenancies for intermediate rent (Employer Controlled/Royal Free Hospital)

In order to qualify for these tenancies, residents must be nominated by the Royal Free Hospital or another specified employer.

A deposit must be taken for these tenancies. For guidance on how to handle deposits, please refer to the Deposits Procedure.

As of December 2017, there has been an exception to this allocation policy when there is low demand from the Royal Free, this is detailed further in the Short Term Intermediate Rent Lettings & Nominations Policy.

4.9 Secure

These must only be granted to residents who already have a Secure Tenancy and are transferring within Newlon stock and under a Statutory Mutual Exchange. If a Secure tenant has requested a transfer and they are being offered a new tenancy for another property it will be a Secure tenancy. For Secure residents transferring into a flat in a street property they will be given a Secure tenancy with a fixed service charge.



What the law says about Secure Tenants: Paragraph 112 of Schedule 11 to the Local Government and Housing Act 1989 preserved the status of existing Secure Housing Association tenants. Section 35 of the Housing Act 1988 provides that a grant of a new tenancy by the same landlord after 15th January 1989 to a tenant who was immediately prior to the grant a Secure and/or Housing Association tenant of that or another property would take effect as a Secure and/or Housing Association tenancy.

4.10 Protected Right To Buy (RTB) tenancies

These are only granted to a Newlon resident (living on the Barnsbury or Clissold Estate) who already has this tenancy type and is:

- a) Moving because we are requiring them to.
- b) Moving as a result of a Statutory Mutual Exchange.

The RTB is attached to the person rather than the property. In some succession cases depending on the wording of the tenancy a successor will 'inherit' the RTB.

5. Joint tenancies

5.1 Granting joint tenancies for Assured & Secure Tenants (Non-Intermediate Rent).

A Joint tenancy is normally a tenancy held by two people. Newlon will only create a joint tenancy in the following circumstances:

- People nominated jointly by the local authority.
- Tenants who apply for a joint tenancy and their tenancy agreement expressly states that Newlon are obliged to do so and both applicants are using the property as their sole and principle home.

We will consider applications from couples who are married, in a civil partnership or co-habiting (the later for couples who have lived together for more than 12 months, where there have been no breaches of tenancy and the accommodation is suitable for their current housing needs).

The Lettings Officer is responsible for ensuring that all applications have the following:

- Proof of occupancy for qualifying period.
- Documentation showing marriage/co-habitation.
- A declaration that the prospective joint tenant has no tenancy elsewhere or owns a property elsewhere.
- No breaches of tenancy which must be confirmed by Income and Investigations, these will not be permitted where there are arrears.
- Confirmation that the accommodation still meets the needs of the household.
- Evidence that they have the Right to Rent (see 3.1 for further information). Where a prospective joint tenant does not have the Right to Rent they will not be permitted to become a joint tenant. They can only be noted as a member of the household and their Right to Rent reviewed when their leave status is reviewed.

The Homes and Lettings Team Leader is responsible for approving/rejecting joint tenancy applications. The Homes and Lettings Officer is then responsible for communicating this to the resident. A new tenancy will need to be signed for any new joint tenancies created and conversely the tenant(s) will need to serve a NTQ ending the sole tenancy. Where the joint tenancy is between the 'original' tenant and another person, the Rent will be the same as previously.

Secure tenants

If request for new joint tenancy is received from a sole secure tenant, then this will be done under a surrender and re-grant and it will be a new assured tenancy.

If there is a request from a joint secure tenancy for a sole tenancy from secure, where the joint tenant is relinquishing their interests and this is done by a deed of release/assignment, then no new tenancy will be offered and the existing secure tenancy will continue.

If a joint tenancy is agreed on Barnsbury Estate, the tenants on a Protected Right to Buy Tenancy will retain their protected tenancy rights, which may include rent guarantees, and the Right to Buy.

5.2 Granting a joint tenancy for existing intermediate rent tenants

Where an intermediate rent tenant has requested a joint tenancy during their Fixed Term Tenancy, they should be advised that this request will only be considered at the FTT renewal.

The following checks need to be done:

- Both prospective joint tenants meet the intermediate rent eligibility criteria; (a credit check will not need to be done for the existing tenant).
- That they have both declared that they both have no tenancy elsewhere or own a property elsewhere.
- That there are no breaches of tenancy which must be confirmed by Income and Investigations.
- Confirmation that the accommodation still meets the needs of the household.
- Evidence that they have the Right to Rent (see 3.1 for further information). Where a prospective joint tenant does not have the Right to Rent they will not be permitted to become a joint tenant. They can only be noted as a member of the household and their Right to Rent reviewed when their leave status is reviewed.

Where this criteria is met, then the residents should be advised that they will be issued an AST Agreement and the rent will be re-set in accordance with the Rent Setting Policy. The original deposit will need to be refunded and a new one collected and processed, as well as a new tenancy signed.

5.3 Managing requests for a Joint to Sole Tenancy – General Needs

Where a resident advises Newlon that their partner who is named as a joint tenant has moved out and they want their name removed from the tenancy agreement, the Service Centre should advise them that they have the following options:

- Request the outgoing joint tenant to put in writing that they relinquish their interest in the property.
- Seek legal advice to get tenancy named in proceedings through Family Court under the Family Law Act 1996 which can transfer a joint tenancy into the sole name of one tenant. This can be done if they are the remaining occupier and the joint tenant or the tenant's former spouse, civil partner or cohabitee (and the property was the family home).
- Serve a Notice to Quit on Newlon ending the joint tenancy (see Ending a Tenancy Policy for further information). This could be subject to a challenge by the other joint tenant. There is no automatic right for a Sole Tenancy to be created and the Homes and Lettings Team would need to consider this request. It should be made clear that Newlon advise that they seek housing/legal advice about this first.

It should be made clear that the Homes and Lettings team will need to consider the application for a Sole tenancy and this will involve checking with Income and Investigations for any breaches of tenancy. Only in exceptional circumstances will any new tenancy be granted where there are rent arrears on the joint tenancy, the Income team will be responsible for seeking this permission.

The HLO should check to ensure that the remaining tenant requires the property in terms of size and whether adaptations are required and where appropriate advise a new sole tenancy will be agreed subject to an offer of a more suitable property.

5.4 Managing requests for a Joint to Sole Tenancy – intermediate rent

For intermediate rent residents, requesting for a sole tenancy to be created, they will have to demonstrate that they continue to meet the intermediate rent eligibility criteria, they should be advised that this request will only be considered at the FTT renewal.

- The remaining tenants meet the intermediate rent eligibility criteria; (a credit check will not need to be done for the existing tenant).
- That they have both declared that they have no tenancy elsewhere or own a property elsewhere.
- That there are no breaches of tenancy which must be confirmed by Income and investigations.
- Confirmation that the accommodation still meets the needs of the household;
- Evidence that they have the Right to Rent (see 3.1 for further information).

Then the residents should be advised that they will be issued an AST agreement and the rent will be re-set in accordance with the Rent Setting Policy. The original deposit will need to be refunded and a new one collected and processed, as well as a new tenancy signed.

6. Succession

For full guidance on granting succession please refer to the **Succession** Procedure.

7. Tenancy sustainment

Newlon's aim is to ensure that tenants, if they require it, can access appropriate support to help them manage their tenancies well and thereby minimise tenancy failure and eviction. The following measures are in place to assist with this:

7.1 Starter Tenancies

As part of our strategic approach to tenancy management, we have adopted the use of Starter Tenancies throughout our general needs housing provision. They are a tool to assist in tackling antisocial behavior and to help ensure that residents are clear about how they should conduct their tenancy.

7.2 Assessing vulnerability

All new tenants, including those who become tenants through succession or mutual exchange, will be interviewed to assess vulnerability. This is to ensure that:

- We are able to adjust services where appropriate.
- We are aware of cases where support agencies are involved.
- We are able to identify cases where the involvement of support agencies would be beneficial.

Financial Inclusion

The Financial Inclusion Team provides a range of services that can assist with tenancy sustainment:

- Providing access to employment advice, volunteering, and apprenticeships; providing opportunities to improve skills and access training & access to employment.
- Helping residents save money and energy through effective and practical support.
- Providing debt advice.
- The Tenancy Sustainment Officer will work with identified residents in order to provide support/guidance with the aim of maintaining their tenancy.

8. Tackling Tenancy Fraud

(See Tenancy Audit policy).