

# Tenure and occupancy policy

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# TENURE AND OCCUPANCY POLICY

## 1.0 Purpose

- 1.1 To offer terms of accommodation compatible with the purpose of the accommodation, the needs of the individual and the sustainability and safety of the PBHA community.
- 1.2 To let PBHA accommodation in a fair, appropriate and efficient way.
- 1.3 To ensure PBHA complies with relevant legal and regulatory requirements.
- 1.4 To provide a clear guide for Housing staff to follow.
- 1.5 To apply PBHA's principle of mutual support and values to our approach to occupancy at PBHA.

## 2.0 Scope

- 2.1 This policy sets out PBHA's general approach to offering and managing tenancy and licence agreements. It applies to all people applying and living at PBHA and forms the basis of the work of the Services department.
- 2.2 This policy will evolve and be amended over time to reflect the changing needs and aspirations of our residents and our community.

## 3.0 Policy statement: Living and working together at PBHA

- 3.1 Peter Bedford Housing Association is a community, not just an organisation.
- 3.2 Among tenants, participants, staff, volunteers, and Board members there are many points of connection and relationship. What we share is a belief that people can help each other, and that mutual support and responsibility can help people overcome difficulties and make a positive contribution. It takes all our skills and experience to build a healthy community.
- 3.3 We aim to sustain a community where people are willing and able to support each other to the best of their ability. At the same time everyone, tenants, participants, and staff members, must be able to get on with their lives, on a daily basis.

- 3.4 Accordingly, the decisions we make about offering and managing accommodation are informed by residents' openness to contributing to meeting the wider community's needs, not just their own.
- 3.5 PBHA's approach is based on backing up peoples' own efforts; we aim to support people who are motivated to take responsibility for their own lives and to help others to do the same.

## 4.0 Definitions

- 4.1 **Anti-Social Behaviour (ASB):** deliberate and intentional acts that include the failure to address inconsiderate behavior that may result in nuisance, harassment, alarm, and distress as defined in our ASB policy.
- 4.2 **Licensee:** is a person(s) who occupies a PBHA property on an excluded license (use and occupation basis only).
- 4.3 **Mandatory Notices and Possession:** A Mandatory notice is a notice that leaves a Judge with little or no discretion when it comes to awarding a possession order.
- 4.4 **Tenancy Agreement:** a legally binding contract between an occupant and PBHA. It sets out the conditions upon which the property is let and includes rights and responsibilities of both the resident and PBHA. For the purposes of this policy, where we have referred to the agreement, it includes tenancies and license agreements unless stated otherwise.
- 4.5 **Tenant:** is a person(s) who rents and occupies a property rented from PBHA on a tenancy.
- 4.6 **A possession order obtained under one of the grounds listed in Schedule 2A of Housing Act 1985:** a possession order based on the services of a Section 8 Notice also known as a Notice of Seeking Possession ('NOSP')
- 4.7 **A possession order obtained under one of the grounds listed in Schedule 2 of Housing Act 1988:** a possession order based on the service of a Section 8 Notice also known as a Notice of Seeking Possession ('NOSP')
- 4.8 **A possession order obtained under the provisions of Section 21 of the Housing Act 1988:** a possession order based on the service of a Section 21 Notice also known as a Notice Requiring Possession.
- 4.9 **A Notice to Quit:** a notice served by either party which brings the agreement to an end.

- 4.10 **A Minded To notice** sets out the future intentions of the landlord in respect of the ending of a Fixed Term Tenancy.

## 5.0 Related Policies and Procedures

- 5.1 ORG58 Health and Safety Policy
- 5.2 ORG63 Anti-social Behaviour Policy
- 5.3 SV01 Action Support Planning (Move On)
- 5.4 SVC09 Arrears Policy
- 5.5 SVC15 Non-Engagement Policy
- 5.6 SVC22 Participation Policy
- 5.7 SVC23 Volunteer Policy

## 6.0 Terms and conditions of offers of accommodation

- 6.1 PBHA will use standard terms and conditions and undertake appropriate consultation with occupants when considering amendments to these terms and conditions. New agreements will be offered subject to review.
- 6.2 PBHA will enforce the terms and conditions of a tenancy when breaches are identified.

### 6.3 Types of occupancy agreement

- 6.3.1 **Assured Shorthold tenancy (AST):** This tenancy can either be for a fixed period or run indefinitely from one rent period to the next. This form of tenancy agreement is PBHA's default current form of general needs tenure.
- 6.3.2 **Assured:** Some existing PBHA tenants have assured tenancies. Assured tenants have the right to remain in the property unless we can prove to the court that we have grounds for a possession. We do not have an automatic right to repossess the property when the tenancy comes to an end. PBHA will not issue new assured tenancies.
- 6.3.3 **Secure:** Some existing PBHA tenants have secure tenancies. They typically became tenants prior to 1990. PBHA does not offer secure tenancies to new tenants.
- 6.3.4 **Joint Tenancies:** PBHA does not offer new joint tenancies.
- 6.3.5 **Licence Agreement** an occupancy agreement excluded from the Protection from Eviction Act 1977.

6.3.6 **Peer Landlord:** these are homes where one tenant takes a leading role in offering support to the other tenants.

6.4 We use the following occupancy agreements:

- General Needs occupants will sign an AST (both shared and self-contained)
- All occupants in a self-contained property will sign an AST
- EHM, Peer Landlord and Supported occupants in a shared property will sign an excluded licence, to be reviewed at 6 months

## 7.0 Allocations

7.1 PBHA lets our properties to people with housing needs using the following criteria, which may be subject to change as the needs and composition of the local community change.

### 7.2 Eligibility criteria

7.2.1 Our homes are let according to the following criteria below.

7.2.2 For all lettings:

- Are single homeless or at risk of homelessness
- Demonstrates a respect for our philosophy of mutual support and a willingness and ability to contribute to the wider PBHA community. This contribution could be via providing peer support, volunteering or through other activity that benefits the PBHA community directly or indirectly.
- Willingness and ability to pay associated rents and service charges.
- Are willing and able to live in shared accommodation, if offered.
- Agree to abide by PBHA's Equality, Diversity and Human Rights Policy.
- If in employment, earning less than £27,000 in 2022. Thereafter this earnings limit will increase with CPI.

7.2.3 PBHA is unable to offer accommodation to people who:

- Pose unmanageable risks to others in shared and unstaffed housing because of: violence, fire raising, violent or coercive sexual behaviour or exploitative behaviour

- Are likely to put themselves or others at risk due to inappropriate behaviour
- Are not able to take basic responsibility for their own health and safety
- Are not able to afford the rent for PBHA tenancies, for example because they are not eligible to work or to receive benefits in the UK.

#### 7.2.3 General Needs eligibility criteria:

- Are in need of affordable accommodation and have no support needs.
- Offers of a general needs tenancy will be on fixed term assured shorthold conditions and subject to three yearly review.

#### 7.2.4 Enhanced Housing Management (EHM) eligibility criteria:

- A previous support need, or personal circumstances that may make tenancy sustainment more difficult, e.g. history of homelessness, mental ill health, learning disability or substance misuse issues.
- Offers of EHM accommodation will initially be on licence agreement conditions. All licence agreements will be reviewed after six months and a fixed-term assured shorthold tenancy offered if there have been no issues that could indicate a risk that an assured shorthold tenancy may not be sustained.

#### 7.2.5 Supported Accommodation eligibility criteria:

- Applicants are single and between the ages of 18 and 65
- Are from a homeless background or living in inappropriate or insecure accommodation (no fixed abode, bed & breakfast, hostels, staying with friends).
- Will benefit from what PBHA has to offer in terms of placements, training, employment, community and support.
- Meet other requirements of the commissioning body, such as local connection or being a verified rough sleeper.

#### 7.2.6 Lettings made to people who are not single homeless will be by exception only and must be authorised by the Director of Services or CEO.

#### 7.2.7 Lettings to employees and family members must adhere to the above lettings criteria. Lettings to employees and family members must also avoid any conflict of interest with the employee's work. All lettings to employees and their family

members will need approval from 2 SLT members, ensuring any line management or other conflict of interest is avoided. SLT will report to the Board on any lettings to employees or any other noteworthy lettings decisions.

### **7.3 Referrals**

- 7.3.1 PBHA does not accept self-referrals for supported or EHM accommodation.
- 7.6.2 PBHA accepts self-referrals for general needs accommodation only.
- 7.6.3 Priority is given to Hackney, Islington and Newham residents.
- 7.6.4 An individual's skills, strengths and needs will be assessed, using our Needs and Risk Assessment policy to identify whether we will be able to manage risks presented by the referred person's circumstances successfully.
- 7.6.5 We seek to identify the needs of disadvantaged groups within our areas of operation and actively assist them to benefit from our housing and services.
- 7.6.6 We take appropriate action to ensure our activities are widely known and that applications are welcome from all sections of the community.
- 7.6.7 We ensure that anyone applying for housing is dealt with fairly without discrimination.
- 7.6.8 We ensure that the housing, services and support that people receive are relevant to their individual needs and aspirations in a culturally sensitive and anti-discriminatory manner.

### **7.7 Monitoring**

- 7.7.1 Applicants and tenants at PBHA should reflect the diversity of the community within the boroughs we work in and where necessary we will take actions to prioritise referrals from minority groups. The NHF EDI data tool can be used for up to date demographic information.
- 7.7.2 We implement, monitor and keep under review detailed operational policies and procedures, which ensure we adhere to good equal opportunities and anti-discriminatory practices and the requirements of this policy.
- 7.7.3 The Allocations and Move-on Co-ordinator and Housing Services Manager will monitor the void status of properties throughout the organisation at any one time.



7.7.4 Lettings performance regarding disabled people, people from ethnic minorities and people from the LGBTQ+ community will be reported on annually by the Housing Services Manager to the Services committee.

## **8.0 Transfers**

### **8.1 Policy statement**

8.1.1 PBHA is committed to our community and the most efficient and sustainable use of our stock. Internal transfers create more voids, reducing the availability of homes to homeless people. We will agree to transfers within PBHA and from other agencies only where the case for doing so is compelling.

8.1.2 Applicants on the waiting lists will be made one reasonable offer of accommodation.

### **8.2 Mutual Exchange**

8.2.1 Tenants with a secure or assured tenancy are eligible to apply for a mutual exchange. Tenants with an AST are not eligible.

8.2.2 Secure tenants have the right to assign their tenancies to other secure or assured tenants, with the written consent of PBHA. For secure tenants, consent can only be withheld for one of the reasons set out in Schedule 3 of the Housing Act 1985.

8.2.3 For Assured tenants, their right to mutual exchange may be contractual. We will check tenancy agreements on a case-by-case basis. Assignment cannot take place without the consent of PBHA.

8.2.4 We will not unreasonably withhold permission for a mutual exchange.

8.2.5 PBHA is a specialist provider predominantly delivering supported accommodation. It is therefore unlikely a mutual exchange will be agreed where:

- The property is restricted for a specific group of people and the applicant does not meet the eligibility criteria for that accommodation
- The proposed assignee's occupation of the dwelling would conflict with the aims of PBHA as an organisation with charitable objects

8.2.6 PBHA is a charity which exists to provide support to vulnerable adults, typically experiencing homelessness or other support needs. In order to be accepted, a proposed assignee must fit within our charitable objects.

8.2.7 Permission may be withheld under one of the following:

- Either party is subject to a possession order or suspended possession order.

- Where a notice of seeking possession is in force against either party; or possession proceedings have commenced against either party; or an injunction is in force or is being actively sought for breach of tenancy; or an anti-social behaviour order is in place or is being actively sought a demotion order is pending against the tenant, the proposed mutual exchange tenant or a person who resides with either of them.
- Where the prospective tenant has a probationary or starter tenancy.
- Where the accommodation would be under-occupied by the proposed mutual exchange applicant.
- Where the applicant is not able to afford to pay the rent and any other charges (either with support from housing benefit or not).
- Where impending legislation means that the applicant may not be able to afford the rent and other charges once the legislation is introduced.
- Where the accommodation is not big enough for the household wishing to move into it.

8.2.8 When considering consent for a mutual exchange, PBHA will take into consideration the vulnerability of the household and ensure that no one is disadvantaged because of a protected characteristic or where they may be the victim of any kind of abuse.

8.2.9 A decision must be given in writing within 42 days (6 weeks) of a mutual exchange application being received.

8.2.10 Where there are rent arrears or other breaches of tenancy, permission will only be given to exchange subject to meeting conditions to remedy the breach of tenancy.

8.2.11 Any PBHA property will be inspected before permission is given for a mutual exchange to go ahead. Where there is tenant damage, or inappropriate alterations have been made to the property, the outgoing tenant will be asked to rectify these before the exchange can go ahead.

8.2.12 Subject to (9.2.11), PBHA will retain the usual repairing obligations for a property involved in an exchange but will not be responsible for:

- Cleaning or decorating the property.
- Clearance of the property, the garden, or any outbuildings.
- Replacement of any non-standard light fittings.
- Changing of door locks.

8.2.13 The incoming tenant will be made aware of these conditions before the exchange takes place.

8.2.14 Exchanges will be at the tenants' own expense.

### **8.3 Designation of flats/houses**

8.3.1 The decision to designate a particular house for a certain category of tenants, e.g. a women only house, will be taken by the Director of Services, and all such decisions should be reviewed annually to ensure that they reflect PBHA resident needs, our Asset Management Strategy, Strategic Plan and our contractual requirements.

## **9.0 Ending an occupancy agreement**

9.1 Tenants are required to give notice to terminate a tenancy, as specified in their tenancy agreement.

9.2 In exceptional circumstances less than the required notice period will be accepted, for example, in cases of death, admission to residential care, internal transfers and at the discretion of the Director of Services.

9.3 If PBHA requires possession, a County Court Order will be sought, except in cases of relinquishment or abandonment (see procedure below) or where accommodation is provided on licence.

## **9.4 Policy statement: Breach of tenancy agreements**

9.4.1 We will seek to recover all costs associated with non-payment of rent. We will take steps to prevent and manage breaches of agreements quickly and effectively taking a multi-agency approach where necessary, based on the principles of Prevention, Support, Intervention and Enforcement. We will always view possession and eviction as a last resort. In doing so we will do everything possible to minimise any loss of income to the Association.

## **9.5 Grounds for Taking Action**

9.5.1 The grounds on which PBHA will take possession action are given in the tenancy agreement. They include:

- Not paying rent and getting into rent arrears
- Anti-social behaviour
- Harassment of flat mate, neighbour(s), staff, contractors etc.
- Other forms of anti-social behaviour
- Damage to the property, or any furniture, fixtures or fittings
- Not living in the property, or sub-letting the property
- Allowing someone else to move into their room, especially in shared flats

- If the tenant has an assured shorthold tenancy, possession action may also be taken if it is decided the support of the type of accommodation is not suitable for the tenant's needs
- The tenant's PBHA support package coming to an end or the tenant not engaging with the support offered.

## **9.6 Management of risk**

- 9.6.1 The failure to manage and end agreements in accordance with legislation and regulation could result in delays in securing possession where court action is required, or leave PBHA open to claims of maladministration and wrongful evictions. This could lead to increased complaints, legal and compensation costs, reprimand from regulatory authorities and cause damage to our reputation.
- 9.6.2 Failure to act on a significant tenancy breach may place people/property at risk as well as potential litigation.

## **9.7 Bringing an agreement to an end**

- 9.8.1 The agreement may be brought to an end in different ways depending on the agreement type and in accordance with individual policies such as Action and Support Planning (Move-on), Arrears, and Anti-Social Behaviour. Our tenancy/licence agreements state the means by which each can be brought to an end.
- 9.7.2 Seeking possession is not used to remedy a breach of tenancy/licence and PBHA will only seek possession of a resident's home as a last resort. We will not end a Licence agreement without the authority of the court unless we are satisfied that the agreement/ property has been abandoned and the Director of Services gives the authority to proceed or where a Licensee has an excluded License agreement.
- 9.7.2 We will use mandatory possession routes for irremediable breaches of agreements and where the resident shows no intent or commitment to remedying the breach. We will explore and use any and all mandatory and discretionary grounds for possession where there have been breaches on multiple grounds.
- 9.7.3 In line with the up-coming Renters Reform Act, we will avoid wherever possible issuing Section 21 notices.
- 9.7.4 With the exception of extremely serious breaches that threaten immediate health and safety, PBHA should demonstrate attempts to sustain the tenancy before we reach eviction stage.

## **9.8 Level of approval to evict**

9.8.1 Where a housing officer/income officer/keyworker deems it is appropriate for us to recover possession of the property under a mandatory possession route, they must obtain approval of the Director of Services.

## **9.9 Support and advice for the tenant**

9.9.1 PBHA will always attempt to prevent breaches of tenancy through good housing management and support practices. Where this is not possible, we will offer the tenant:

- Full and clear information about what is going wrong, what might happen as a result, and what they can do about it.
- Encouragement and support to get independent support and advice.
- Positive reinforcement when the tenant makes genuine efforts to resolve the situation.
- Where we intend to recover possession of the property, we will inform the relevant local authority that the resident could potentially be made homeless under our Duty to Refer within the Homelessness Reduction Act 2017.

## **9.10 Appeals**

9.10.1 Where approval is given to evict, the resident will have the right to appeal, either 14 days from the date the notice is served or 14 days from the date we advise the tenant that we intend to enforce the notice.

9.10.1 The appeal will be heard by a member of the senior management team (SMT), who will review the case in full. A tenant will not have the right to appeal if we are seeking possession of a leased property where the landlord requires the property back.

9.10.2 Where there is the right of appeal and our original decision is upheld, this will be our final decision and no further right of appeal will be granted.

## **9.11 Possession and Eviction of a Licensee**

9.11.1 Where a licensee has an excluded licence agreement, we are not required to obtain a possession order or eviction order through the Courts. We will however provide an appeal opportunity upon service of a Notice to Quit and only evict the licensee with the approval of the Director of Services.

## **9.12 Review of evictions**

9.12.1 The Director of Services shall include an analysis of evictions in the annual service report to the Board.

## **9.13 Costs**

- 9.13.1 We aim to recover costs associated with an eviction including rent debt, reinstatement work to a property and costs incurred in pursuing the action from the outgoing resident.
- 9.13.2 Exceptions to 9.4.1 need to be authorised by the Director of Services. Typically, they may be where the cost of debt recovery outweighs the potential income.

## **10.0 Visitors**

- 10.1 Tenants are allowed visitors at their properties. Visitors are not permitted to stay overnight in homes of multiple occupation (shared properties) In self-contained properties, longer term visitors may only be permitted with prior consent obtained from PBHA.
- 10.2 Failure to comply with the rules concerning visitors may constitute a breach of tenancy and could lead to tenancy action being taken.

## **11.0 Children**

- 11.1 The purpose of this section is to protect children and young people who visit our housing schemes. It does not apply to families we house with children.
- 11.2 This section applies to all children and young people up to and including the age of seventeen. Children are taken to be up to twelve years old and young people between thirteen and seventeen years of age.
- 11.3 The following conditions must be observed in order to ensure that visitors that are under eighteen remain protected:
  - 11.3.1 Any child or young person visiting an occupant in a shared, supported housing scheme must, at all times, be accompanied by the occupant whom they are visiting.
  - 11.3.2 Young visitors are not permitted to stay overnight in shared homes.
  - 11.3.3 They must leave the premises by 10pm.
- 11.4 Failure to comply with these rules may constitute a breach of the occupancy agreement and could lead to tenancy action being taken.
- 11.5 The majority of our homes are not suitable for families.

11.5.1 We will serve notice on occupants who no longer need the support we offer (an example is that they may become pregnant) so that they can be given accommodation through the local authority.

11.5.2 Where an occupant is seeking parental custody of a child currently living elsewhere, we will support them to find a new home.

# Tenure procedure

## 1.0 Referrals

- 1.1 Referrals for PBHA's EHM service can be accepted from a range of statutory and voluntary sector agencies.
- 1.2 Priority is given to people from the boroughs where we work (Hackney, Islington and Newham), but we do accept referrals for people outside of these boroughs.
- 1.3 Referrals should be submitted to this email address: [referrals@peterbedford.org.uk](mailto:referrals@peterbedford.org.uk)  
All referrals are considered by the Allocations and Move-on Co-ordinator.
- 1.4 We will acknowledge receipt of the referral within 1 working day.
- 1.5 We will conduct an initial screen of the referral for suitability. If clearly unsuitable, we will inform the referrer of the reasons why.
- 1.6 Within 5 working days after receiving the referral, we will respond to the referrer to inform them either that we will be arranging an assessment, or that we are rejecting the referral. For any rejection, we will give reasons why the person is unsuitable for our accommodation.
- 1.7 Assessments should take place within 10 working days after receiving the referral.
- 1.8 Assessments should take place in person.
- 1.9 We will conduct affordability checks for each applicant.
- 1.10 We will complete these further checks for each applicant: proof of income, ID and the right to live in the UK.
- 1.11 An applicant's Self-Assessment and Needs Assessment is completed with the Allocations and Move-on Co-ordinator or a member of the Supported Housing team to identify the individual's support needs, goals and aspirations at the interview. This is completed for supported and general needs prospective tenants.

## 2.0 Allocations

- 2.1 From the time of the assessment until a decision is made it will take on average 1 week unless further information is required.



- 2.2 Following assessment and relevant checks, for any applicant the Allocations and Move-On Officer considers should be accepted, they share the referral and assessment forms with one of the following:
- The relevant EHM O for any EHM referral
  - The Housing Officer (ASB) for any General Needs referral
  - The relevant housing manager for referrals of any commissioned project
- 2.3 Within two working days the relevant person from (2.2) reviews the information provided and decides whether they agree whether to accept the applicant.
- 2.4.1 If agreed to accept, the Allocations and Move-On Officer moves to match the accepted referral to a void. If none is immediately available, they are placed on the waiting list.
- 2.5 If the relevant person from (2.2) does not think the applicant should be accepted, this decision is then taken to the weekly Allocations Panel meeting, chaired by the Housing Services Manager.
- 2.6 Any applicant not accepted will be informed, giving reasons for the decision.
- 2.7 When matching someone to a property, we take into consideration factors such as age, gender and compatibility of the co-tenants or neighbours.
- 2.8 Once provisionally matched to a property, we will arrange to view the property with the applicant.
- 2.9 If an applicant accepts a property following viewing, arrange:
- With the Property Team for furniture to be delivered (not General Needs tenants)
  - Tenancy start date
  - Payment of rent in advance
- 2.10 Rent in advance should be:
- Full-time employment: 2 weeks' full rent
  - Part-time employment: 1 week's full rent
  - Unemployed / not economically active: 2 weeks' ineligible service charge
- 2.11 SASSHA. The following processes on SASSHA (housing management system) lie with the following PBHA roles:
- Allocations and Move-on Officer records the leaving date and creates the void

- The Senior Property Officer up-dates SASSHA with the anticipated ready-to-let date and typed updates of works
- The Senior Property Officer transfers a Maintenance void to Available.
- The Allocations and Move-on Officer adds accepted referrals to SASSHA.
- The Allocations and Move-on Officer matches referrals to an Available void, inputs the tenancy start date, personal and demographic data of each new tenant.

### **3.0 Clearing House referrals**

- 3.1 For the Newham RSAP project, all referrals have to come through Clearing House.
- 3.2 We will inform the Clearing House of a void property two weeks before it will be ready to let.
- 3.3 The Allocations and Move-On Officer and Recovery Coordinator review the referral Clearing House send and assess whether or not it meets PBHA's criteria of low- to medium-support needs.
- 3.4 If both agree the person should be accepted, we will inform the Clearing House and arrange a viewing with them.
- 3.5 If both consider that the person should be rejected, we will inform the Clearing House, giving reasons.
- 3.6 If there is no agreement between both parties, the final decision should be made by the Housing Services Manager.

### **4.0 Sign-up**

- 4.1 Follow steps 2.9, 2.10 and 2.11 above.
- 4.2 Tenancy start date must be a Monday. Sign-up documents can be signed before this but be dated for the coming Monday.
- 4.3 We will take time to explain the documents to the new tenant before they sign them. All documents can be found as Appendices to this policy.
- 4.4 We will provide each new tenant with a welcome pack including instructions for using appliances, refuse, utility meters and bills.
- 4.5 Keys are only handed over to the tenant once all documents have been signed.

- 4.6 We will input the new tenancy onto SASSHA on start date of each new tenancy.
- 4.7 We will share contact details of each new tenant with the Enterprises & Training team.
- 4.8 We will order a rent payment card for each new tenant.

## **5.0 Appeals**

- 5.1 All applicants have the right of appeal against a decision to reject their application for housing with PBHA.
- 5.2 Appeals should be made in writing to the Director of Services within 14 days of receipt of PBHA's original decision.
- 5.3 The appeal should give clear reasons why the appeal is being made and any further evidence/information should be included.
- 5.4 On receipt of the written appeal, the Director of Services will arrange a meeting with the applicant and/or the referring agent or an advocate. The Director of Services will consider the application considering any further evidence/information and discuss with the Housing Services Manager.
- 5.5 If it is agreed that the Housing Services decision should be reversed the applicant and referral agency will be informed in writing within 5 working days and the applicant will be placed on the waiting list immediately (unless there is a suitable property available to offer).
- 5.6 If it is agreed that the original decision should stand, within 5 working days the applicant and referral agency will be informed in writing of the reason why the decision remains unchanged.
- 5.7 The applicant will receive a copy of the complaints procedure if they are still unhappy with the final decision and their complaint should be addressed to the Chief Executive Officer.

## **6.0 Waiting List**

- 6.1 Applicants will be placed on a waiting list when there are no immediate or suitable vacancies and offered support as per point 2.6, below.

- 6.2 All applicants will be kept informed and up to date on the stages of their applications or when a suitable void becomes available. We will up-date people on the waiting list every 3 weeks.
- 6.3 The Allocations and Move-on Co-ordinator will take the decision to open/close the waiting list in consultation with the Director of Services.
- 6.4 Relevant referral agencies will be informed in writing when the waiting list opens/closes and the criteria for referrals, e.g. the waiting list could be open only for specific boroughs or specific levels of support needs.
- 6.5 If an applicant refuses an offer of accommodation, they will be removed from the waiting list.

## **7.0 Internal Transfers**

- 7.1 PBHA will only transfer tenants and residents in shared accommodation under the following circumstances:
- Applicants with specific medical needs (e.g. mobility).
  - Applicants experiencing anti-social behaviour by others when other avenues have been exhausted and where it has not been possible to remove the perpetrator from the environment.
- 7.2 Tenants may make transfer requests without meeting these criteria if they are willing to bear the costs of the transfer (voids works, etc.) and are not in rent arrears. Such transfer requests will be reviewed on a case-by-case basis and requests may not be granted.
- 7.3 Transfer requests will be considered by the weekly allocations panel.
- 7.4 The tenant will be informed of the decision of the panel in writing.
- 7.5 If an offer is refused or not responded to, the offer of a transfer will be rescinded.
- 7.6 Appeals should be addressed to the Director of Services stating why they think the decision was wrong, providing additional information.

## **8.0 Abandonments**

- 8.1 After receiving a report of an abandonment we will:

- Visit the property within 1 working day to establish if the tenant is still living there.
- Gather evidence that we will rely on to justify the course of action taken. Evidence could include-photos of empty accommodation, hearsay reports from neighbours and reports from employers.
- If someone is in the property at time of visit, we will verify the person's identity through formal ID.
- We will attempt to contact the tenant by phone and email to confirm if they have left the property and whether they intend to return. If contact is made and they do not intend to return, we will encourage them to relinquish the tenancy.

8.2 Where the evidence indicates the property has been abandoned, we will:

- Serve a 28-day Notice to Quit. We will post copies of this notice to all known addresses and next of kin.
- If we have the person's phone number, we will attempt weekly contact throughout the 28-day period.
- We will visit the property again after 14 days and then at the end of the 28-day period to see if anything has changed since the initial inspections, such as sightings by neighbours, post being collected.
- If the tenant makes contact within the 28-day period, we will arrange to interview them at the property. We will attempt to ascertain why the tenant was absent, whether they intend to relinquish their tenancy (see below) and, if appropriate, remind the tenant of their responsibilities under their tenancy agreement.
- If we have any cause to think that it is not the tenant's main home, we will consider possession proceedings. If we have reason to suspect subletting, we will consider possession proceedings.

8.3 If there is no contact from the tenant after the 28-day period, as soon as the Notice to Quit expires we will:

- Take possession of the property
- Change the locks
- Write a letter to the persons known addresses and next of kin informing them of the termination of their tenancy.
- Follow the Former Tenants Arrears procedure for all outstanding arrears and recharges
- Commence voiding processes
- Inform relevant agencies that the tenancy has ended.

## 9.0 Relinquishments

- 9.1 If the tenant returns to the property after a period of apparent abandonment, or it appears they will not return to the property, the tenant should be encouraged to surrender the tenancy by signing a tenancy relinquishment form, returning the keys and paying any outstanding arrears on their account. The tenant should be encouraged to give PBHA details of their new address and reminded they are responsible for rent payments until the process is complete.

## 10.0 Licence Reviews

- 10.1 Licensees will have a 3- and 6-month review with their Housing Officer.
- 10.2 At the 6-month review, one of the following options must be taken:
- Sign an AST, if they have sustained their occupancy well
  - Extend the Licence by up to a further 3 months
  - End the Licence, where there have been significant concerns with their occupancy
- 10.3 Reasons for ending a Licence include escalating rent arrears and serious anti-social behaviour.

## 11.0 Managing and ending occupancy agreements for people in prison or hospital

### 11.1 People in prison

- 11.1.1 We will serve notice to PBHA occupants imprisoned in the following circumstances:
- When they are likely to be in prison for longer than 13 weeks (Housing Benefit is unlikely to pay for longer than this) and/or:
  - Where the criminal actions constitute a breach of their tenancy

#### 11.1.2 To service notice we will:

- Serve notice to their last known address (i.e. before they went to prison)
- Also send a copy of the notice to the occupant in prison. To reach them this should be addressed to the prison and include their prisoner number. It should not include their name.

### 11.2 Admission to hospital.

- 11.2.1 Wherever possible we will support occupants to live in their homes following discharge from hospital. Where this is not possible, we will serve notice to PBHA occupants in hospital in the following circumstances:

- They will be moving to a new home such as sheltered accommodation or a care home following their discharge

- They do not have the capacity to live independently in their PBHA home. Serving them with notice may be necessary for a local authority to find them move-on accommodation.

11.2.2 To service notice we will:

- Use their last known address (i.e. before they went to hospital)
- Send a copy of the notice to the occupant in hospital. To reach them, this should include the hospital address, person's name and date of birth.

11.3 Empty properties

11.3.1 Whilst an occupant is in hospital or prison and their home is left vacant, we will visit the property to conduct a visual inspection of the outside. This will help identify any issues that have arisen with the property.

## 12.0 Eviction

12.1 As a minimum, a manager or Housing Officer (ASB or Income) needs to be present for any eviction.

## 13.0 Mutual Exchange

13.1 Mutual exchanges must align with PBHA's organisational purpose. Where they do not, we may refuse the exchange.

13.2 We will respond to all applications received for mutual exchanges in line with this policy and mutual exchange time frames (42 days).

13.1 Permission for a mutual exchange will not be unreasonably withheld but it is important to recognise PBHA is a specialist provider predominantly delivering supported accommodation it is therefore unlikely a mutual exchange will be agreed where:

- Where the property is restricted to people with care or support needs
- Where the property is restricted to people over a certain age
- The accommodation has been designed and built for a specific group of people and the applicant does not meet the eligibility criteria for that accommodation

13.2 Permission will be withheld if either party is subject to a possession order or suspended possession order.

13.3 Permission will be withheld where a notice of seeking possession is in force against either party; or possession proceedings have commenced against either party; or an injunction is in force or is being actively sought for breach of tenancy; or an anti-

social behaviour order is in place or is being actively sought a demotion order is pending against the tenant, the proposed mutual exchange tenant or a person who resides with either of them.

- 13.4 Permission will be withheld where the prospective tenant has a probationary of starter tenancy.
- 13.5 Permission will be withheld where the accommodation would be under-occupied by the proposed mutual exchange applicant.
- 13.6 Permission will be withheld where the applicant is not able to afford to pay the rent and any other charges (either with support from housing benefit or not).
- 13.7 Permission will be withheld where impending legislation means that the applicant may not be able to afford the rent and other charges once the legislation is introduced.
- 13.8 Permission will be withheld where the accommodation is not big enough for the household wishing to move into it.
- 13.9 When considering consent for a mutual exchange, PBHA will take into consideration the vulnerability of the household and ensure that no one is disadvantaged because of a protected characteristic or where they may be the victim of any kind of abuse.
- 13.10 Refusal / Acceptance will be given in writing within 42 days (6 weeks) of an application to exchange being received.
- 13.11 Where there are rent arrears or other breaches of tenancy, permission will only be given to exchange subject to meeting conditions to remedy the breach of tenancy.
- 13.12 Any PBHA property will be inspected before permission is given for a mutual exchange to go ahead. Where there is obvious damage, or inappropriate alterations have been made to the property, the outgoing tenant will be asked to rectify these before the exchange can go ahead.
- 13.13 Subject to the above, PBHA will retain the usual repairing obligations for a property involved in an exchange but will not be responsible for:
  - Cleaning or decorating the property.
  - Clearance of the property, the garden, or any outbuildings.
  - Replacement of any non-standard light fittings.
  - Changing of door locks.The incoming tenant will be made aware of these conditions before the exchange takes place.



- 13.14 Where an assured shorthold tenancy is in place, a tenant does not have the right to exchange by way of mutual exchange. This applies to starter tenancies within the first year and prior to being converted into an assured tenancy.
- 13.15 Secure tenants have the right to assign their tenancies to other secure or assured tenants, with the written consent of the landlord. For secure tenants, consent can only be withheld for one of the reasons set out in Schedule 3 of the Housing Act 1985. One of the reasons under Schedule 6, Ground 6 is that *“The landlord is a charity and the proposed assignee’s occupation of the dwelling house would conflict with the objects of the charity.”*
- 13.16 For assured tenants, the right to mutual exchange may well be contractual and each tenancy agreement should be checked. Section 15 inserts an implied term into every assured tenancy that a tenant cannot assign a tenancy without the consent of the Landlord.
- 13.17 PBHA is a charity which exists to provide support to the most vulnerable with mental health needs. A proposed assignee must fit these characteristics or consent could reasonably be withheld from a secure tenancy.
- 13.18 PBHA may withhold consent for an assured tenancy for the reasons expressed in paragraph 1.17. (NB: Grounds under Schedule 3 do not apply to assured tenancies).