

End of Fixed Term Tenancy Policy

Code: AMH 2.0

Version: 1.0

Created: November 2024

Review: March 2028

Author(s): Head of Housing Operations

1. Our policy statement

- 1.1. The purpose of this policy is to provide clarity for customers, employees and local authority partners on the circumstances in which we will or will not offer another tenancy at the end of a fixed term tenancy in general needs social and affordable housing along with our commitments to provide housing options advice and assistance to customers.
- 1.2. Sage is committed to providing customers with secure and well-maintained homes that are suitable for their needs. Fixed term tenancies allow us to monitor housing needs and make the best possible use of our stock by ensuring our homes are occupied by those who really need them.
- 1.3. There is an expectation on our customers to comply with their tenancy obligations and upon review of their tenure during the fixed term tenancy, all customers will receive written confirmation of the outcome of their end of tenancy review no less than 6 months before the end of the fixed term.
- 1.4. This policy aims to:
 - Support the approach to building successful communities and delivering services to customers that are tailored to their needs.
 - Make the best use of Sage's limited stock and ensure that social housing is allocated according to need, enabling Sage to end the tenancies of those who do not need a below market rent property, or are under-occupying or otherwise are in breach of their tenancy agreement.
 - Provide a fair assessment for customers to have their circumstances and housing needs evaluated before making a decision on their tenancy.
 - Support customers who are particularly vulnerable by way of age, disability or illness.
 - Comply with the relevant legislation and regulations.

2. The scope of this policy

- 2.1. A fixed term tenancy is a form of assured tenancy which has a fixed duration rather than being a tenancy for life. This means Sage can review the housing need and conduct of the customer and the household towards the end of the fixed term to determine whether or not the customer should be granted a new tenancy of the property, a tenancy of a more suitable property, or whether the tenancy should be terminated.
- 2.2. This policy does not apply to decisions on whether to offer a further tenancy following a starter tenancy but simply what is to take place when a fixed term tenancy is coming to an end.

3. Tenancy review

- 3.1. If at the end of the fixed term a customer has met their obligations and their circumstances have not manifestly changed, we would normally expect to offer a further fixed term tenancy.
- 3.2. We will start to consider a review approximately 6-9 months before the end of the

tenancy. The purpose of the review is to assess the customer and their household's need for social housing, affordability, their need for property of the type they are currently occupying, and whether they have complied with their tenancy.

- 3.3. It is essential that customers engage with the review process which requires the completion of a review information form and may require a home visit for a property condition review amongst other matters. Failure to engage with the process will likely result in the tenancy being brought to an end by the service of notices, and if necessary, the issue of possession proceedings.
- 3.4. Following the tenancy review, we will endeavor to provide customers with advice and assistance on the housing options available to them and ensure they have appropriate support to access those options, which can include a referral to the local authority housing team and/or homeless persons unit.

Criteria for assessment

- 3.5. We, in assessing how well the tenancy has been conducted, will review how the customer has complied with their tenancy and if there are any specific plans as regards to their property (i.e. disposal) along with a review of the circumstances to ascertain whether the property is still suitable, and if not, to provide the customer with their housing options.
- 3.6. We will consider the following when assessing how well the tenancy has been conducted:
 - 3.6.1. If there are rent arrears or a history of rent arrears along with if the customer is repaying the sums due. Sage will normally only terminate a tenancy due to arrears where there are significant arrears (i.e. more than the equivalent of two months full rent or 8 weeks full rent for weekly tenancies) and a repayment plan or an arrangement under a court order is not being maintained or in place. In circumstances where the customer has arrears that are less than the equivalent of two months full rent or 8 weeks for weekly tenancies they will be asked to clear or reduce the arrears to the equivalent of one month/4 weeks full rent or agree and keep to a repayment plan. If they do this, they will be offered either a 2- or 5-year fixed term tenancy.
 - 3.6.2. If the customer (or a member of their household), during the tenancy, has been guilty of serious unacceptable behaviour or persistent antisocial behaviour. Such behaviour is behaviour that would give sufficient grounds to issue a notice seeking possession, injunction or possession proceedings or other breaches of tenancy that the customer has not tried to rectify, including failure to allow access for gas servicing or essential repairs. This may also include breaches where during the tenancy possession action was not considered to be proportionate, e.g. untidy gardens, noise nuisance or damage to property, but is persistent enough to not offer a new tenancy once the original tenancy has come to the end of its term.
 - 3.6.3. Whether the customer is using the property as their only or principal home.
 - 3.6.4. How well they have looked after the property (and garden if applicable).
 - 3.6.5. Whether the customer has engaged with the end of tenancy review process.
 - 3.6.6. Any other tenancy breaches.

- 3.7. In situations where Sage is no longer prepared to house the customer, we will provide general guidance on housing options to the customer.
- 3.8. If the determination is that we would consider offering a new tenancy, we will then consider any redevelopment plans for the property and assess the customers' need for their current home. The assessment will include:
 - 3.8.1. Any plans to redevelop or dispose of the property.
 - 3.8.2. The customers and household members' ongoing right to rent in the UK.
 - 3.8.3 Household composition and ages - household members will only be those who have lived at the property as their sole or principal home and who are part of the customers family i.e. lodgers will not be considered as part of the household.
 - 3.8.4 The size of the property, any under-occupation or overcrowding and whether the number of rooms required is likely to change in the next 12 months e.g. children leaving home or children no longer being able to share a bedroom
 - 3.8.5 Any health or other issues that may affect the suitability of their current home or their ability to sustain another tenancy
 - 3.8.6 Any adaptations and whether anyone in the household requires the adaptations, and whether there is another applicant in need of such an adapted property
- 3.9 The information collated will be used to consider the suitability. Furthermore, all the available housing options will be considered based on the information which will be discussed with the customer (which may include consideration of other tenures).
- 3.10 Sage will also have regard to the supply and demand for the size and type of housing in the area.
- 3.11 Sage will not be able to offer another tenancy to an overcrowded household at their existing property if the level of overcrowding is such that it is in breach of the statutory room and space standards. Where households are statutorily overcrowded, a 'minded to' notice will be issued and the customer will be provided with housing options advice.
- 3.12 Following the review, a customer will usually receive a 'minded to' notice approximately 6 months before the end of the fixed term setting out Sage's intentions at the end of the tenancy term. Customers will have 21 days to request an appeal/review of the decision which is set out further below in this policy.
- 3.13 The outcome of a review could include, but not limited to:
 - 3.13.1 Sage granting a new 5-year fixed term tenancy of the current property; or
 - 3.13.2 Sage granting, in exceptional circumstances (for example, including but not limited to, history of breach of tenancy, rent arrears under 8 weeks and or ASB, or disabled adapted home and unlikely to be required long term), a 2-year fixed term tenancy; or
 - 3.13.3 Sage granting an Assured Tenancy; or
 - 3.13.4 Ending the tenancy and not offering alternative accommodation.

Terminating the tenancy

- 3.14 Where Sage has decided to end a tenancy of the current property and such a decision has been upheld on appeal (if any) then the customer will first be served with a written 'minded to' notice to explain that it is our intention not to grant another tenancy on expiry of the fixed term which will include the reasons for the decision not to renew and how to appeal the decision that has been made.
- 3.15 Sage will serve the 'minded-to' notice not less than 6 months before the end of the fixed term and a section 21 notice to bring the fixed term to an end will be issued at no less than 2 months prior to the tenancy end date and possession proceedings will be issued if the customer does not vacate the property.

4 Joint tenancies

Requests for a joint tenancy

- 4.1 If a further tenancy is to be offered and a sole customer requests for the new tenancy to be a joint tenancy with their spouse, civil partner or partner we will agree to this provided that there has not been a previous succession, and the sole customer's partner has not previously been evicted by or has outstanding debt with Sage, does not have a tenancy for any other property or own any other property, has the right to rent and meets all other pre tenancy checks under Sage's Lettings and Allocations Policy and procedures.

Joint tenant request for a sole tenancy

- 4.2 If a further tenancy is to be offered and a joint customer requests for the new tenancy to be a sole tenancy because the other customer is no longer living in the property as their sole or main home, we will agree to this provided that we are confident that the joint customer no longer lives there. Checks will be made and notices served to both customers. Where there is any concern that they may still be resident and want to remain on the tenancy, then legal proceedings will start to bring the fixed term tenancy to an end first.

5 Vulnerable customers

- 5.1 Where a customer has a significant vulnerability or they or a household member receive specific care and support services that can only be provided at their current home or in the local area, we are committed to ensuring that they can remain a Sage customer providing there are no serious or fundamental breaches of tenancy.

6 Appeals

Appeal of 'minded to' notice

- 6.1 Once a customer has received the 'minded to' notice, if they wish to challenge the decision not to offer another tenancy, they are at liberty to seek an appeal against the decision not to renew and for that determination to be reviewed.
- 6.2 The customer will have 21 days from service of the 'minded to' notice to submit the appeal in writing particularising the reasons why the tenancy should not be terminated.
- 6.3 The appeal will be considered by the Regional Housing Manager who has not previously

been involved in managing the tenancy or involved in the decision not to renew the tenancy.

- 6.4 The Regional Housing Manager will review all the relevant information and will consider whether the decision to end the fixed term tenancy is in accordance with this policy and reasonable and proportionate in all of the circumstances.
- 6.5 The appeal decision will be communicated to the customer within 14 days, and
 - 6.5.1 If the decision is overturned, the case will be returned to the Housing Operations Team to issue the new tenancy; or
 - 6.5.2 If the decision is upheld, steps will be taken as per the above to terminate and the customer will be signposted to seek their own legal advice and/or contact the Housing Ombudsman.

Appeal of decision to grant 2-year fixed term tenancy

- 6.6 Once a customer has received the decision to grant a 2-year fixed term tenancy, if they wish to challenge the decision not to offer another 5-year fixed term tenancy, they are at liberty to seek an appeal against the decision not to grant a further 5-year fixed term tenancy and for that determination to be reviewed.
- 6.7 The customer will have 21 days from service of the decision to grant a 2-year fixed term tenancy to submit the appeal in writing particularising the reasons why the tenancy should not be a 2-year fixed term tenancy but instead a 5-year fixed term tenancy.
- 6.8 The appeal will be considered by Asset Management and Operations Director who has not previously been involved in managing the tenancy or involved in the decision not to grant a 5-year fixed term tenancy.
- 6.9 The Asset Management and Operations Director will review all the relevant information and will consider whether the decision to grant a 2-year fixed term tenancy is in accordance with this Policy and reasonable and proportionate in all of the circumstances.
- 6.10 The appeal decision will be communicated to the customer within 14 days and
 - 6.10.1 If the decision is overturned, the case will be returned to the Housing Operations Team to issue the new 5-year fixed term tenancy; or
 - 6.10.2 If the decision is upheld, a 2-year fixed term tenancy will be offered and if refused, steps will be taken to terminate and the customer will be signposted to seek their own legal advice and/or contact the Housing Ombudsman.

7 Equality and diversity

- 7.1 Sage is committed to making sure all services are accessible to all our customers. Our staff will be trained to make sure they are communicating appropriately with our customers, and they have the relevant information.
- 7.2 This policy will be applied in a way which makes sure we treat all customers with fairness and respect. We recognise our duty to advance equality of opportunity and prevent discrimination or victimisation on the grounds of age, sex, sexual orientation, disability, race, religion or belief, gender re-assignment, pregnancy and maternity, marriage and

civil partnership and any other protected characteristic defined within the [Equality Act 2010](#).

- 7.3 On request we will provide translations of all our documents, policies and procedures in various languages and formats including braille and large print.

8 Delivery of this policy

- 8.1 This policy should be read in conjunction with other policies, some of which can be found on our website [here](#):
- Tenancy Policy
 - Rent Policy
 - Antisocial Behaviour Policy
 - Equal Opportunities Policy
 - Income Collection Policy
 - Helping You Access Our Services Policy
- 8.2 The effective delivery of this policy including training, guidance and support required by staff for implementation of this policy will be provided by the Housing Operations Team.

9 Key legislation

- 9.1 Protection from Eviction Act 1977 requiring landlords to give the required notice and obtain a court order
- 9.2 Housing Acts 1988 and 1996 (as amended) – allows for the provision of assured shorthold tenancies and local authority duties towards homeless people.
- 9.3 Localism Act 2011 – s164 amends section 21 of the 1988 Act and states that a court may not make an order for possession of a property let on a fixed term tenancy of not less than 2 years, unless the landlord has given the customer notice of not less than 6 months in writing if they do not propose to grant another tenancy on the expiry of the fixed term, and informs the customer of how to obtain help or advice about the notice and in particular of any obligation of the landlord to provide help or advice.

10 Compliance

- 10.1 This policy complies with the regulatory requirements of the social housing regulators Tenancy Standard by setting out:
- 10.1.1 the circumstances in which we may or may not grant another fixed term tenancy in the same or another property;
 - 10.1.2 how we will take account of the needs of vulnerable households;
 - 10.1.3 how the customer/ prospective customer can appeal against the decision not to grant another tenancy on the expiry of the fixed term;
 - 10.1.4 the advice and assistance we will give to customers on finding alternative

accommodation if it is decided not to grant another tenancy.

Compliance with this policy is monitored by annual reporting on tenancies that were ended, to review decisions and carry out periodic internal audit. Decisions to end fixed term tenancies will be reported yearly and reviewed by Heads of Service.

11 Policy review

11.1 We will review this policy at least once every three years to make sure it remains relevant and accurate unless:

- Legislation/regulation or industry changes require otherwise, making sure that it continues to meet our aims and industry best practice.
- We identify any problems or failures in this policy as a result of customer and stakeholder feedback, complaints, or findings from any independent organisations.

Version	Checked by	Amendments	Approved at/by	Date of Approval	Published by	Date of Next Review
1.0	Head of Housing Operations	New policy	LT	06 March 2025	Policy & Service Improvement	Mar 28