

Tenancy Policy

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1. Our policy statement

- 1.1. At Sage, we intend to let our homes in a fair and transparent way in accordance with our Lettings and Allocations Policy, which most effectively meets housing need and creates sustainable tenancies and communities, whilst minimising the time that properties remain empty between each letting.
- 1.2. We will be supportive and responsive to your individual needs and expectations in making sure the tenancy you are offered is appropriate.
- 1.3. We will make sure clear guidance is provided on your tenancy type from the point a property is advertised for letting, in the subsequent pre-tenancy information and when you are signing your tenancy agreement.
- 1.4. We offer a range of tenancy types (see Appendix A) which are well-matched with the:
 - Purpose of the accommodation
 - Your needs as an individual and a household
 - Sustainability of the community
 - Efficient use of our homes
 - Strategic housing functions of our partner local authority.
- 1.5. On review of your tenancy, we will always discuss your tenancy with you, together with your individual and household needs and advise you on the options available (see Appendix B).
- 1.6. We treat tenancy fraud seriously and have a zero-tolerance approach. We are committed to ensuring our homes are occupied by the people they were lawfully let to and protected for use by people with genuine housing need.
- 1.7. We aim to support our local authority partners in meeting local housing strategies and best utilise our housing stock. This includes reoffering homes to those most in need as time passes and household circumstances change.
- 1.8. Sage aim to be responsive to the wide range of housing needs and demand and be flexible in ensuring we make the best use of our homes, letting them as quickly as possible to those in housing need.
- 1.9. Where we offer a fixed term tenancy, the usual period for the initial let is six years, including a probationary period of between 12-18 months. The tenancy will be reviewed at 12 months and the probationary period will only continue to 18 months if there have been breaches of the tenancy terms and conditions. Provided they have been kept, at the end of the probationary period the tenancy will continue for the remainder of the 6 years.
- 1.10. The rent will be reviewed annually.
- 1.11. Sage expects customers to honour their tenancy obligations, pay the rent, look after the property and respect their neighbours. If at the end of the fixed term a customer has met their obligations and their financial, family and social circumstances have not significantly changed, we would expect to offer a further fixed term tenancy of 5 years. There is no limit to the number of times a further fixed term tenancy can be offered.

Details of how we will conduct this assessment and the reasons we may not offer a further tenancy are set out in Sage's End of Fixed Term Tenancy Policy.

- 1.12. In some circumstances where we'd normally offer a fixed term tenancy, a shorter term of no less than 2 years may be used where it would be more appropriate to do so; for example, but not limited to, where a property is part of a scheme earmarked for early regeneration; where the applicant has limits to their leave to remain in the UK and/or their right to rent; where there are questions about the long term suitability of the property for the tenants needs, at the end of fixed term tenancy review where there have been breaches of tenancy.
- 1.13. We make sure all tenancies are created and terminated legally.
- 1.14. We will only offer a tenancy to those who can provide evidence to confirm they have the Right to Rent as defined under the provisions of the Immigration Act 2014. Any person with a time limited Right to Rent may be offered housing but will be subject to a follow up check when this expires.
- 1.15. This policy has been developed in line with:
 - The 1988 and 2004 Housing Acts
 - The Localism Act 2011
 - The Landlord and Tenant Act 1985
 - The ASB Crime and Policing Act 2014
 - Tenancy Standard of the Regulatory Framework imposed by the Social Housing Regulator

2. Appeals

- 2.1. If a customer believes that they have not been offered or granted the correct type or length of tenancy as outlined in this Tenancy Policy, they can make an appeal for the decision to be reviewed (see Appendix B).
- 2.2. The appeal must be in writing (email or letter). Information on appeals will be provided to customers at the beginning of their tenancy, where a further tenancy is being offered or the tenancy is being terminated at the end of the fixed term. Where a tenancy has started, any request to review the type of tenancy awarded should be made within 3 months of the tenancy start date.
- 2.3. A tenant may appeal against:
 - 2.3.1 the type of tenancy being offered
 - 2.3.2 the length of fixed term being offered
 - 2.3.3 a decision not to grant another tenancy on the expiry of the fixed term
- 2.4. All appeals will be decided within 21 days
- 2.5. Reference should also be made, in relation to appeals to Sage's End of Fixed Term Tenancy Policy.

3. The scope of this policy

- 3.1. This policy is designed to support new and existing customers of Sage and is applicable to all of Sage's rented homes. This policy does not apply to you if you are a Leaseholder or Shared Owner.

- 3.2. This policy applies to all actions taken by Sage or those delivering services on our behalf.

4. Equality and diversity

- 4.1. Sage is committed to ensuring that all services are accessible to all our residents. Our staff will be trained to communicate appropriately with you, and they will have the relevant information and access to translation services to make sure they fully understand you.
- 4.2. 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 defined within the [Equality Act 2010](#).
- 4.3. On request, we will provide translations of all our documents, policies and procedures in various languages and formats including braille and large print. Our website also has accessibility tools allowing you to personalise each web page to make it easier to read and to download content as audio files.

5. Delivery of this policy

- 5.1. This policy should be read alongside:
- Lettings and Allocations Policy
 - Income Collection Policy
 - Antisocial Behaviour Policy
 - Temporary Absence & Abandonment Policy
 - Pet Policy
 - Mutual Exchange Policy
 - Starter Tenancy Policy
 - Complaints Policy
 - Rent Policy
 - End of Fixed Term Tenancy Policy
 - Safeguarding Policy
 - Emergency and Temporary Accommodation Policy
 - Assignment of Tenancy Policy
 - Neglected and Hoarded Properties Policy
 - Succession of Tenancy Policy
- 5.2. 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.

6. Policy review

- 6.1. We will review this policy at least 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 procedure 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 Review
2.4	Head of Resident Services	Strategic review and update to corporate template	Board	Nov 2024	Office Management	Nov 2027


Appendix A – Types of tenancies we offer

Type	6 Year Fixed Term Assured Shorthold Tenancy
Description	A weekly periodic assured shorthold tenancy.
Detail	A tenancy of 6 years including an initial 12-month probationary period. We may extend the probationary period by up to six months, so that the total probationary period is a maximum of 18 months. This is a fixed term Assured Shorthold Tenancy and will be renewable on the expiry of the term subject to satisfactory conduct. Fixed term tenancies will be granted regardless of the rent level that is to be charged.
Term	6 years (including the initial probationary period)
Type	5 Year Fixed Term Assured Shorthold Tenancy (without Probationary Period)
Description	An Assured Shorthold Tenancy of 5 years.
Detail	A Fixed Term Assured Shorthold Tenancy of 5 years is granted to existing Sage tenants by way of renewal following the expiry of the term of a previous Fixed Term Assured Shorthold Tenancy.
Term	5 years
Type	2 Year Fixed Term Assured Shorthold Tenancy (without Probationary Period)
Description	A Fixed Term Assured Shorthold Tenancy of 2 years.
Detail	A Fixed Term Assured Shorthold Tenancy of 2 years to be used in exceptional circumstances where a shorter term is more appropriate following the expiry of the term of a previous Fixed Term Assured Shorthold Tenancy.
Term	2 years
Type	Assured Tenancy (without Probationary Period)
Description	In a small number of exceptional circumstances, an Assured Tenancy of no fixed term will be granted.
Details	<p>An Assured Tenancy (sometimes known as a 'lifetime tenancy') granted to an existing Assured or Secure tenant of a Social Rented home moving to another Social Rented home (but not an Affordable Rent home).</p> <p>The home is being transferred through a mutual exchange where one or both customers has a Secure or Assured tenancy.</p> <p>The property is let to an existing Social Rented tenant who is downsizing to a smaller property appropriate to their household size.</p>
Term	Can last indefinitely unless the tenant gives notice to end the tenancy, dies or the terms of the tenancy are broken. If the terms are breached, we can seek a court order to bring the tenancy to an end.

Type	Assured Tenancy (with Probationary Period)
Description	In a small number of exceptional instances, an Assured Tenancy (with a 12-month probationary period) will be granted.
Details	An Assured Tenancy (sometimes known as a 'lifetime tenancy') of no fixed term (but with a 12-month probationary period), which may be granted to Social Rented tenants in a limited number of locations. We may extend the probationary period by up to six months, so that the total probationary period is a maximum of 18 months.
Term	Following the successful completion of the probationary period, this can last indefinitely unless the tenant gives notice to end the tenancy, dies or the terms of the tenancy are broken. If the terms are breached, we can seek a court order to bring the tenancy to an end.
Type	Temporary License Agreements
Description	In cases of the need to decant you from your main home.
Term	Various

Where pre-existing contractual arrangements are in place that affects the tenancy type that can be offered (for example under section 106 agreements or conditions of grant funding) this will take precedence over the commitments given in this policy, unless variations are agreed with the relevant local authority or partner to the contract.

Appendix B - Useful information

Appeals	Tenants or prospective tenants who are unhappy with decisions made regarding type, terms, lengths, and renewals of their tenancy shall have a right of appeal and such applications can be made by email to enquiries@sagehomes.co.uk .
Assignment	<p>An assignment of tenancy takes place where the tenant transfers the tenancy to another person. The assignment has to be done using a legal document called a deed of assignment.</p> <p>Policy can be found here: Assignment of Tenancy Policy 1.0.pdf</p>
Rent	The rent level for each Sage home is set when it is built. It could be set at Social Rent, Affordable Rent, Intermediate Rent, or London Living Rent and is defined prior to the planning application through the Section 106 Agreement for that affordable housing site.
Succession	<p>Succession gives certain people (statutory successors) the legal right to inherit a tenancy on the death of a tenant. In this event, the tenancy does not end following the death of a tenant. The tenancy continues in the name of the successor.</p> <p>Successors will take over the rights, responsibilities, and terms (including tenancy length) of the tenancy. These rights vary according to the type of tenancy/occupancy agreement.</p> <p>In certain circumstances discretionary succession can also be granted where there is a review of circumstances. Please refer to the section 4 “tenant rights” in your tenancy agreement for further details.</p> <p>Policy can be found here:  Succession of Tenancy Policy 1.0.pdf</p>