



Tenancy Management

(including Allocations & Lettings, Moving-on and Eviction)

1. Background

Abbeyfield The Dales (ATD) lets and manages a range of housing. We recognise the importance of effective tenancy management in providing accommodation in which older people aspire to live and understand that well managed tenancies can provide a positive impact on the wider community.

We recognise that we operate in a community within which there is a wide social diversity and are committed to providing equal opportunities and valuing diversity.

Our approach to tenancy management is to support our residents to successfully sustain their tenancies. We are committed to ensuring good tenancy relations are maintained, however, where there is a clear breach of the tenancy agreement, we will take appropriate action including ending the tenancy if necessary. However, we will provide enough support to enable the resident to remedy any breach.

ATD as a managing agent for a Registered Provider has regulatory requirements which are set by the Homes and Communities Agency around certain outcomes for tenants. This policy explains how ATD will deliver the outcomes required within the Tenancy Standard and the Neighbourhood and Community Standard outlined in the Regulatory framework for social housing in England from 2012.

2. Objectives

ATD is committed to providing services that enhance the quality of life for older people and developing services that will meet the needs of future generations. This commitment is based on the Mission and Values of ATD. ATD will also comply with all relevant and current legislation.

We aim to treat all residents fairly, with respect and professionalism in accordance with Abbeyfield's values.

Through delivery of this policy we aim to ensure:

- ATD adopts a consistent, fair and transparent approach;
- Our landlord duty is exercised in compliance with relevant legislation, regulation and statutory guidance and the tenancy agreement;
- Our residents are aware of their rights and responsibilities and the service they can expect from ATD;
- Everyone can clearly understand how ATD managed housing is let and managed;
- Staff and volunteers can understand and operate in accordance with ATD good practice in letting and managing housing; and
- Other stakeholders, including regulators, can see the good practice ATD is committed to in letting and managing its housing.

3. Scope

All housing let by Abbeyfield The Dales ("ATD") in England except rooms let in care homes.

Note: In the policy 'Manager' refers to the relevant Manager of that department at each ATD site.

4. Policy

4.1. Allocations and Lettings

ATD allocates, lets, and manages its housing tenancies in line with the required outcomes of the 'Tenancy Standard'.

4.1.1. Who ATD Managed Housing is for?

ATD managed housing is let to individuals who:

- Are 55 years old or older; this is different in some services
- Have a housing need;
- Can live independently with or without appropriate support; and
- Who do or would have recourse to public funds, if needed.

ATD will confirm with an applicant that they meet the criteria.

4.1.2. Choice-based lettings

Where appropriate, ATD will participate in choice-based lettings schemes. The decision to participate will depend on:

- Current demand and waiting lists; and/or
- Any legal arrangements entered with local authorities.

4.1.3. Concerns During the Allocation Process

The method by which a decision is made to offer a vacant property to an applicant is outlined in the Allocations Process.

Much of ATD managed housing involves communal living with private accommodation. Existing residents at ATD managed housing may have contact with an applicant during their visit(s) and, occasionally, may hold concerns about an applicant.

However, raising concerns does not extend any right or responsibility for the selection of new residents to existing residents. ATD remains solely responsible for making decisions about offering a tenancy based on whether it can meet an applicant's needs, in accordance with our policies.

Applicants also have the right to raise concerns about any part of their experience with ATD, including the right of appeal if not offered housing, in accordance with the Complaints Policy.

4.1.4. Issuing a Tenancy Agreement

When issuing tenancy agreements for its supported housing stock, ATD aims to:

- offer secure accommodation for older people;
- meet the needs of the individual or joint residents;
- create sustainable communities; and
- make efficient use of its housing stock.

ATD believes that the most compatible tenancy agreement for these purposes is an Assured Periodic Tenancy.

ATD will normally only issue an Assured Shorthold Tenancy in the following circumstances:

- If individuals wish to live in an ATD managed house for a trial period to see if it meets their needs;
- If individuals wish to move into an ATD managed house for a time-limited period where the house is closing (i.e. a house is scheduled for closure but an individual

only needs housing for a limited period before another property they are planning to move into becomes available); or

- There is some other exceptional management reason to grant an Assured Shorthold tenancy for example where the resident has a history of rent arrears or anti-social behaviour.

Where an Assured Shorthold tenancy has been granted ATD will review whether it is appropriate to continue to use this form of tenancy at least once a year. Where appropriate an Assured Periodic tenancy will be granted to replace the Assured Shorthold tenancy.

ATD does not normally issue Licence agreements for its supported housing as it does not believe that these effectively meet the above criteria. Where a Licence agreement arrangement is being considered, a case will be made to the Board of Trustees for approval.

4.2. Moving On

ATD managed supported houses are designed to offer residents flexible, low to medium-level support to enable individuals to maintain independence and continue to be active participants in their local community. If a resident's health and care needs increase to such extent that they cannot remain successfully within their current home, ATD will work with residents and their families to identify housing that better meets their needs.

4.2.1. Reasonable Adjustments

ATD wants residents to be able to stay in their homes for as long as they wish. If a resident's needs change, ATD will take all reasonable steps, including reasonable adjustments and the involvement of any external agencies, to enable them to do so, as outlined in the following flowchart. This will include considering the needs for aids and adaptation to their home.

4.2.2. Emergency Move-on Situations

Emergency move-on situations can normally be averted through appropriate forward planning, early involvement of external agencies, and timely reviews of resident's Care plans and any relevant risk assessments.

However, in exceptional circumstances, such as sudden and acute behavioural changes, ATD may need to act quickly. If the individual presents an immediate danger to themselves or others, an emergency referral for a same day assessment by the local social services department will be requested.

During an emergency, ATD will seek to secure the best possible outcome for the resident concerned by working with the individual and their representatives, and support of all external parties and in accordance with the Mental Capacity Act 2005 (see the Mental Capacity Act Policy).

4.3. Ending a Tenancy

An assured periodic tenancy agreement will continue until it is ended by the resident or ATD. This can happen when:

- There is agreement from ATD and the resident to end the tenancy (known as surrender);
- A resident or a person with appropriate powers to act on their behalf serves a valid notice to end their tenancy;
- Abbeyfield takes possession of a property following a legal process;
- Where Abbeyfield accepts surrender of a property; or

- The resident who holds the tenancy dies.

A resident may end their tenancy at any time giving no less than four weeks' 8 weeks in some services written notice.

In the absence of any of the above-mentioned events, ATD may only end an assured periodic tenancy by obtaining a court order for possession. However, if a resident does not use ATD managed accommodation as their only or main home, the tenancy is not an assured tenancy and it is only necessary for ATD to provide 4 weeks' written notice that the tenancy will end.

4.4. Eviction

ATD will only seek to evict a resident as a last resort. ATD will adopt a consistent, fair and transparent approach in the way it deals with eviction and all staff will follow the procedures outlined below following advice from Abbeyfield's Legal team, or the Solicitor supporting ATD in the eviction process.

Eviction action will only be pursued by ATD, in line with tenancy agreements and all relevant legislation, after other methods of resolving disputes or concerns have been exhausted.

4.4.1. Avoiding the Need for Eviction

To minimise the possibility of disputes with residents escalating towards an eviction situation, ATD follows a policy of early intervention to settle disputes by alternative means including external mediation.

By initiating early discussions with the resident involved, most disputes can be resolved without the need for formal eviction proceedings.

Disputes caused through rent arrears, ATD will act in accordance with the guidelines in the Pre-action Protocol for Possession Claims based on rent arrears and the Rental Income & Debt Management Policy.

4.4.2. Grounds for Eviction

ATD can only end an assured periodic tenancy by obtaining a court order for possession. A court order for possession can only be obtained by relying on one or more of the grounds listed in the 1988 Housing Act, as amended by the 1996 Housing Act, or any grounds added by future legislation. The seventeen grounds for serving Notice to terminate an assured tenancy are set out in the Housing Act 1988 Schedule 2 Part 2 (see Appendix 1).

In line with the Housing Act 1988, the circumstances in which ATD may serve Notice to Seek Possession (NISP) include:

- When arrears of rent are outstanding and no agreement has been made, or where an agreement has been made and has been breached;
- When a resident is causing nuisance to other residents or staff;
- Due to another breach of the tenancy agreement, for example, a resident sublet part of their home; and/or
- An offer of suitable alternative accommodation has been made to a resident when the possession order takes effect.

The only other grounds where eviction will be sought are where the resident has been proved by a court to have committed serious anti-social behaviour or criminality. In these circumstances ATD will consider applying to the courts for an absolute ground for possession using the powers contained within the Anti-Social Behaviour, Crime and Policing Act 2014.

4.4.3. Notice (NISP)

If a dispute cannot be resolved through discussion and negotiation, ATD will serve a Notice of Intention to Seek Possession (NISP) to terminate the tenancy as a last resort, as outlined in the following flowchart. The NISP must usually be set out in a prescribed form and therefore, should be prepared by the Legal Team.

4.4.4. Unauthorised Occupants

The detection and eviction of unauthorised occupants and squatters is important to ATD because it means that a valuable resource is unavailable to those in greatest housing need and unauthorised occupants are likely to be incompatible with existing residents and the ethos of ATD services.

ATD will not tolerate any unauthorised occupation of our properties and will take prompt action in accordance with relevant legislation to remove anyone who is found to be in illegal occupation as quickly as possible.

5. Finance, Value for Money & Social Value

While tenancy management has no direct procurement activity associated with its operation, an effective policy will ensure the efficient and effective use of the ATD's housing stock offering residents appropriate tenancies. It will also help to provide good quality housing for older people and add to the social value provided by ATD managed properties.

6. Supported Appendices

7. Linked Policies

Equality & Diversity (LG016P)
Comments, Compliments & Complaints (LG006P)
Rent, Charges Income & Debt Management (LG0029P)
Anti Social Behaviour (R002P)
My Life (R011P)

8. Legislation/Regulation

Data Protection Act 1998
Housing Act 1988
Mental Capacity Act 2005
Pre-action Protocol for Possession Claims based on rent arrears
Anti-social Behaviour, Crime and Policing Act 2014

9. Review

Every 2 years, subject to any regulatory or legislative updates.

10. Procedure/Guidance

10.1. The Allocation Process

A property becomes vacant at an ATD managed house



The interested individual(s) are contacted by the manager directly and provided with an opportunity to visit the accommodation.



The individual visits the house to view the vacant property, meet staff members and residents, and ask any questions.



Individuals are provided with an application pack, including an application form and supporting your health form



The applicant (with any necessary independent support) completes the relevant forms and returns these to ATD.



ATD uses the returned forms to identify any help needed by the applicant in maintaining their independence to ensure they can be referred to relevant sources of assistance.



Care needs assessment completed by Social Services to check needs completed for all prospective residents.

The applicant's housing and support needs are assessed to see if ATD can meet them.



If there is accommodation available, ATD may offer the applicant a short stay (with an Assured Shorthold Tenancy)



A final decision is made on whether ATD can meet an individual's needs.

1. If there is a vacancy, a Tenancy Agreement and offer letter are sent. Once signed and financial arrangements made, an applicant becomes a resident
2. If the accommodation is offered to another applicant, the individual is placed on the Housing Register and the manager will maintain contact.
3. If ATD cannot meet an applicant's needs, the applicant is informed in writing. ATD can provide reasons for the decision, on request.

10.1.1. Transfers Within ATD

Transfers within ATD housing will follow the procedure outlined above except in an emergency (i.e. current housing has become uninhabitable). If an individual who moves on a temporary basis then wishes to remain in their new accommodation on a permanent basis, their needs will be assessed before a tenancy decision is made.

10.2. The Process for Issuing a Tenancy Agreement

ATD issues the tenancy agreement to the applicant(s) as part of the formal offer of accommodation



The tenancy agreement is a standard written document but may also be provided in a different format, such as large print or on CD, as necessary.



ATD will provide guidance on any issues within or arising from the tenancy agreement that the applicant(s) may have.



ATD will encourage applicants to seek independent advice if they have any questions either arising from or about the Tenancy Agreement before signing.



Both ATD and the applicant(s) sign the Tenancy Agreement.



The applicant becomes a tenant and is covered by the rights and responsibilities set out in the tenancy agreement.



A copy of the agreement signed by both parties is kept by the tenant(s) and a copy is securely filed by ATD.

10.3. Moving-on Procedure

To respond to changing needs, steps such as updating 'My Life' plans, securing access to additional mobility equipment or assistive technology and / or making any reasonable house adaptations, will be taken.



A resident may develop additional care needs which cannot be fully met by supported housing since a supported house is not registered by law to provide personal care.



In partnership with the resident and their representatives, staff will ensure the individual can access the appropriate assessments and / or reviews, both internally and externally.



There may be occasions when the involvement of external agencies will be necessary without the resident's agreement, particularly where they lack the capacity to offer such consent.



The local social services department will carry out a community care assessment to assess needs. An individual may be assessed as needing services although eligibility criteria can vary from region to region.



There may be situations where it is no longer possible to meet an individual's needs. For example, a resident may be assessed as requiring nursing care that cannot be met by a domiciliary care package. ATD would recommend that the individual move to more suitable accommodation.



When moving on is necessary, ATD will support the resident and any representatives - to select more suitable accommodation elsewhere. By working in partnership, a move on situation can normally be dealt with through open discussion and agreement.



If agreement cannot be reached about the need to move on, ATD will serve Notice on the resident, in line with the Eviction section outlined below, as a last resort and in the best interests of the resident concerned.

10.4. The eviction process is outlined below:

ATD will only serve a NISP if a dispute cannot be resolved by alternative means.



The NISP will be given in accordance with the resident's tenancy agreement - and will outline which ground is being relied upon.



The NISP will be accompanied by a letter setting out the reasons and background - and the resident's right of appeal.



Notice will usually be served in person by an ATD representative but, if necessary, a process server may do this.



The length of notice given depends on which ground is being relied upon – and may vary from 14 days to two months.



When notice is served, the resident is required to sign to confirm receipt and the end date of the notice is recorded.



Abbeyfield will assist the resident to access independent legal advice.



ATD will continue to make all reasonable efforts to reach agreement to resolve the situation.



If an arrangement is reached after issue of a NISP, ATD will postpone court action.



If an agreement fails or cannot be reached, ATD will warn of its intention to restore proceedings and give clear time limits within which the resident must comply.



If the issue is unresolved after the NISP expires, ATD will make an application to the County Court.



ATD can only evict a resident after securing a court order. Abbeyfield cannot initiate court action until the required notice period has expired.



The resident will be informed of the date and time of any court hearing and the order applied for.



ATD will advise the resident to attend the hearing and facilitate this wherever possible.



The resident will be informed in writing that their home is at risk. Abbeyfield will ask the resident to sign to confirm this has been understood.



If the resident complies with an agreement made after issue of proceedings, ATD may agree to postpone court action.



If the resident then fails to comply with an agreement, Abbeyfield will restore court proceedings for a Possession Order.



If the court grants a Possession Order, a date will be given and a copy sent directly to the resident.



If the resident does not leave, ATD would then make an application to the court for a warrant for possession, if necessary.



In all cases where arrears are owed, ATD would also request that the court orders repayment (plus interest and costs).

10.5. Further Guidance

[Housing Act 1988, Schedule 2 Grounds for Possession of Dwelling-houses let on Assured Tenancies](#)