

			Tenure & Tenancy Management Policy				
			Doc No: P021				
Version No	Title	Author	Draft Date	Approved By	Approval Date	Live Date	Review Date
2	Tenure & Tenancy Management Policy	P Latham	May 2025	Board	Jun 2025	Jun 2025	Jun 2028

1. Introduction

This policy seeks to set out Eldonian Community Based Housing Association's (ECBHA's) approved policy positions regarding the tenures used by the association and how these tenures will be managed.

This policy sets out how ECBHA intends to comply with the relevant legislation and regulatory requirements and guidance.

ECBHA seeks to be transparent with all stakeholders regarding its performance, compliance and assurance with this policy.

The document is relevant to all ECBHA employees, residents, contractors and other person's or other stakeholders delivering or affected by activities and ECBHA homes and services.

2. Tenure Policy Positions

2.1 Scope

This statement relates to our rented homes. It does not cover leasehold and shared ownership properties.

This Policy sets out our approach to:

- The types of occupation or tenancy agreement we use
- Sustaining tenancies, supporting vulnerable tenants and preventing unnecessary eviction
- Assignment, joint tenancies and tenancy fraud.

2.2 Tenancy Types

ECBHA offers a starter tenancy to all new tenants. This is a weekly Periodic Assured Shorthold Tenancy for an initial period of 12 months. The terms and conditions are set out in the tenancy agreement. If, when reviewed, the starter tenancy is considered satisfactory, it will automatically become an Assured Tenancy at the end of the 12 month starter period.

ECBHA will comply with all legal requirements regarding the management of starter tenancies and the contractual obligations contained within tenancy agreements. This will also include the provisions to demote assured tenancies, or the extension of starter tenancies as required.

ECBHA will inform all new tenants at the sign-up process of their rights and responsibilities and appropriate conduct that will be expected of them during the term of their tenancy. At the sign-up process.

We'll consider ending your starter tenancy if you breach it. If the breach is minor we may extend the starter tenancy for six months at any time. We'll outline the reasons for extending or ending the starter tenancy. If you wish to appeal our decision we must receive this within 10 working days of our decision to end or extend your tenancy.

The only exception to the starter tenancy is for tenants that already hold an Assured Tenancy or Secure Tenancy with us or another social landlord transferring into the accommodation. ECBHA has a smaller number of long term tenants with a Secure Tenancy. The majority of tenants holding a Secure Tenancy will have commenced that tenancy before 15 January 1989. When these tenancies they will be re-let on the starter tenancy basis. We only continue existing Secure Tenancies in the following circumstances:

- When an existing secure tenant transfers to another ECBHA.
- Where a Secure Tenancy has been inherited through succession rights.

If we are required to move a tenant on a temporary basis, we will use a temporary tenancy that does not provide any security of tenure. The tenant will retain their main tenancy and we'll charge rent at their principal address.

Under 18s cannot legally hold interest in land. In the exceptional situation that we may provide accommodation to a head of household who is under 18 this will be by way of granting a licence (personal permission to occupy premises) or an Agreement for Tenancy. A suitable guarantor will be required for an agreement in these circumstances, usually a local authority.

Overall we believe that this offers the greatest security of tenure that is appropriate to accommodation type.

2.3 Monitoring Starter Tenancies

All new tenancies that ECBHA issue on social or affordable rents will be an assured short-hold tenancy or starter tenancy (from the effective date of this Policy). The starter tenancy will normally last for a period of twelve months and provided there are no serious breaches of tenancy agreement during this period, will convert into an assured (non-short hold) tenancy on the anniversary of the tenancy commencement date.

To assess the satisfactory conduct of the tenancy, ECBHA will carry out scheduled visits in the first 12 months from the tenancy commencement date.

At the visits an assessment will be made of:

- Any rent arrears
- The general condition of the property
- Any breaches of tenancy, including reports of ASB
- Individual circumstances and if there are any support needs or enhanced service requirements that are not currently being met
- Any safeguarding concerns raised or noted

In addition to these scheduled visits, ECBHA may carry out ad hoc home visits in pursuance of rent arrears, in response to incidents or at the tenants' request.

ECBHA will use the information gathered at the scheduled visits and any other information in relation to the conduct of the tenancy when considering whether to allow starter tenancies to convert into an assured (non-short hold) tenancy or for any tenancy enforcement action.

At the final scheduled visit (usually at 9 months), the ECBHA staff member attending will inform the tenant(s) of ECBHA's intentions to:

- Convert the tenancy at the 12-month anniversary to an assured (non-short-hold) tenancy – (provided there are no tenancy breaches in the remaining 3 months)
- Extend the starter tenancy for an additional 3 month period (to take effect on the 12 month anniversary) and the reasons why this course of action is being pursued
- Start actions to bring the tenancy to an end (see below) – clearly outlining the reasons why this course of action is being pursued unless action has already been started after 6 months of the commencement of the tenancy

2.4 Extending Starter Tenancies

ECBHA reserves the right to extend starter tenancies for a period of 3 months from the normal date that the tenancy would convert to an assured non-short-hold tenancy. At this time the extension will be reviewed and can be extended for a further 3 months if required (usually up to a maximum of 6 months in total from the end of the starter period).

ECBHA will inform tenants of any decision to extend starter tenancies in writing and where possible by personal visit outlining the reasons behind the decision.

ECBHA will consider extending a starter tenancy where:

- There has been low level ASB or a minor tenancy breach and ECBHA will give the tenant(s) the opportunity to remedy the breach and prove they can conduct the tenancy satisfactorily
- Where a tenant has requested a review of the serving of a notice requiring possession and the review is unlikely to be heard before the 12-month anniversary of the starter tenancy

2.5 ECBHA Review process

- ECBHA will operate a review process for any decision to terminate, extend starter tenancies, or terminate demoted assured short-hold tenancies.
- The review process will exist where tenants disagree with ECBHA's course of action and not issues of how they are treated during the process, which will be dealt with by ECBHA's Complaints process (see ECBHA Complaints and Feedback Policy for details).
- Where ECBHA serve a notice requiring possession of a starter tenancy, serve a notice requiring possession of a demoted assured short-hold tenancy or extend the starter tenancy, the tenant(s) will be informed of their options to have the decision reviewed by an appeals panel.
- If tenants want to pursue the option to review the decision, they must inform ECBHA within 14 days of either the notice being served or receipt of a letter advising the starter tenancy is being extended.
- If a review is requested, ECBHA will provide the tenant(s) with a summary of the information to be considered by the review panel. ECBHA will notify the customer of the results before

the date the possession proceedings begin as specified in the notice or letter seeking possession.

- If the appeal is against the decision to extend a starter tenancy, ECBHA will inform the customer of the outcome of the review before the 12-month anniversary of the starter tenancy.
- Tenants may make representation by way of written submission or choose to attend panel hearings in person, where they may be accompanied by a person of their choice (including legal representation).
- The ECBHA review panel will assess if the legal procedures and notice periods have been adhered to in serving of notices and letters sent to tenant(s) advising of actions to be taken. An assessment will also be made of the proportionality and reasonableness of the actions taken (with reference to relevant case law). For more information about the review process, please refer to the ECBHA Appeals Policy.

2.6 Joint Tenancies

A joint tenancy is where two or more people (legally up to four) have signed the tenancy agreement.

With joint tenants:

- Each tenant has the right to occupy the property
- A tenant cannot exclude the other tenant(s), unless they get an Occupation Order under the Family Law Act 1996
- Each tenant is jointly and severally (individually) liable for the tenancy and the rent - this means all are responsible for the whole tenancy
- One tenant can end the tenancy by serving a valid notice to quit (unless the tenancy is within a fixed term).

We will grant a joint tenancy to new tenants where the nomination, referral, or direct application is made by a couple, and they meet our eligibility criteria.

We will not grant joint tenancies to family members other than partners, civil partners, or spouses, unless exceptional circumstances apply.

Where a sole tenant asks to add a joint tenant to their tenancy we'll consider the request based on the individual circumstances. You do not have a right to a new joint tenancy. Examples of the factors we may take into account when making our decision may include, but will not be limited to:

- The type of tenancy agreement
- Our eligibility criteria
- Whether there has been a previous succession
- Any tenancy breaches or tenancy management concerns.

Where a joint tenant requests to be removed from the tenancy, we will consider this based on statutory rights and any rights set out in your tenancy agreement. Rights will vary depending on the type of tenancy agreement.

In cases of domestic abuse where one tenant ends the tenancy we may offer the tenancy to the remaining tenant provided they are eligible for our homes. They must require this size and type of accommodation.

2.7 Sustaining Tenancies

We want tenants to maintain their tenancies successfully and prevent unnecessary evictions. We will offer appropriate advice and support and limited financial inclusion support to help tenants meet the conditions of their occupancy agreements and remain in their homes.

We can provide signposting or referrals to other specialist agencies that can provide more detailed or specialist advice and support.

We work with partners to safeguard children and vulnerable people.

2.8 Assignment

Assignment is the legal transfer of a tenancy to another person. A tenancy can be assigned if:

- You have a legal right to do so.
- Your tenancy agreement says you can. In this event you will require our permission.

An assignor is the tenant who passes on their tenancy. The assignee is the person taking over the tenancy.

Where our permission is required, assignment will only be considered to a person who would be entitled to succeed your tenancy should you pass away. In considering a request we will consider tenancy compliance to date, our lettings criteria and the persons property need.

An assignee will take on the rights, responsibilities, and terms of the assignor's tenancy (unless there are legal reasons that prevent this).

2.9 Squatters and Illegal Occupiers

A squatter is a trespasser - someone who has entered the property without the consent of the person entitled to possession, i.e. the tenant, or landlord.

An illegal occupier is a person who entered the property with the consent of the tenant and remains there following termination of the tenancy. This will include for example:

- Unlawful subletting
- A person remaining in the property following the death of tenant who has no entitlement to succeed
- A person who was a joint tenant but the other party gave us notice to quit to end the tenancy.

We will take action to evict squatters and illegal occupants from our property. Squatting is a criminal offence and those people risk being arrested if they do not leave the property.

2.10 Tenancy Fraud

Tenancy fraud occurs when a property is occupied by someone not legally entitled to live there or where the tenancy has been obtained fraudulently. We must ensure our homes are occupied

by people with genuine housing need. With the shortage of social housing it's important we manage the risk of tenancy fraud effectively.

We treat tenancy fraud seriously and have a zero tolerance approach. We're 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.

We will request the assistance of the local authority and/or the police to bring criminal charges against those who commit tenancy fraud and any related frauds.

We consider tenancy fraud to include (but may not be limited to):

- Sub-letting the whole of a property (whether for profit or not)
- Not residing in the property as your only or principal home
- Misrepresentation by a resident (or a person on their behalf even if the resident doesn't know) which results in the offer/assignment and acceptance of a property
- Selling the keys to a property
- False applications to succeed to a tenancy following the death of the resident.
- False applications to become a shared owner
- Applications for a person to become a joint tenant that contain false information

If we have evidence of tenancy fraud we'll take the most appropriate action considering the type and extent of fraud including:

- Conducting an investigation, including visiting unannounced
- Evicting by seeking possession through the courts
- Recovering any profits made from sub-letting the home
- Supporting the relevant local authority to prosecute those who sub-let our homes or misrepresented facts to obtain a tenancy.

The Prevention of Social Housing Fraud Act 2013 makes sub-letting a social housing property illegal. If convicted of sub-letting convictions can include:

- Required to pay any profits made from the fraud
- Fined an unlimited amount
- Sentenced to up to two years in prison.

2.11 Evictions

We evict tenants as a last resort, only when we have exhausted all options to tackle breaches of the tenancy unless the breach is so significant that other options are not viable. We'll work with our tenants to help them find solutions and avoid eviction where possible.

At an early stage in possession proceedings, we will, with the consent of the resident:

- Provide information and advice about housing options
- Refer tenants to other agencies such as Citizens Advice or housing advice services, and the homeless persons unit at the local authority.

2.12. Succession

Succession is when a family member takes over a tenancy when a tenant dies. They take over the rights and responsibilities of the tenancy.

The right to succeed depends on:

- The law
- The tenancy agreement
- The relationship between the tenant and the applicant
- How long the applicant has lived in the home.

We understand a succession claim takes place at a difficult time, following the death of a family or household member. We'll consider succession claims as sensitively and quickly as possible. To consider a succession claim and determine eligibility, we'll need to review certain information and supporting documents. We will keep individuals informed during the process and provide our decisions in writing. If an occupant is not eligible to succeed, we'll explain the reasons why.

We may also need to visit the property and conduct further checks into who was living at the property prior to the tenant's death.

If there's any variance between this Policy and the terms of an individual tenancy agreement, we will follow the tenancy agreement.

We only consider requests for contractual or discretionary successions made within three months of the tenant's death.

2.13. Statutory v Contractual v Discretionary Succession

Succession rights differ depending on the type of tenancy and the date the tenancy started. In considering matters of succession it is important to define the following terms:

- Statutory rights: Legal rights established under legislation.
- Contractual rights: Rights given through the tenancy agreement, rather than by statute.
- Discretionary rights: When we may use our discretion to offer a new tenancy where there are no succession rights.
- Cohabitee: When a couple is living together as if married or civil partners. Whether a couple meet these criteria will depend upon the facts in each individual situation.
- Successor: The person who becomes the tenant after the succession is complete.

The Localism Act 2011 changed the law on succession. This means the statutory (legal) right of succession is different, depending on whether a tenancy started before or after 1 April 2012.

2.14. Survivorship

In the case of a joint tenancy, when one tenant dies the tenancy automatically passes to the surviving joint tenant(s). The legal term for this is survivorship. The remaining tenant becomes a sole tenant.

Survivorship counts as a succession and there are no further rights of succession unless the tenancy agreement provides additional contractual rights.

2.15. Rights of succession

Secure tenants: spouse/civil partner/cohabitee may succeed, or if not relevant, a family member as defined by law.

Assured tenants: spouse/civil partner/cohabitee may succeed by law, or any extended rights as per your tenancy agreement.

Where there is no statutory or contractual right to succeed, we will consider a discretionary request. In considering this we will consider length of occupation (at least 12 months as your only or principal home), tenancy compliance prior to the death of the tenant and any other relevant factors (further detail below). For assured tenancies which commenced after January 2012, any discretionary succession will count as a statutory succession i.e. take up the one succession rule. Where this is not relevant, a new tenancy will be granted.

We may require a discretionary successor to move to a suitably sized property. We'll make one offer of a new tenancy.. If the offer is refused ECBHA will seek possession of the property. When deciding to exercise this discretion, we'll consider the following things:

- The type of tenancy
- How long the remaining occupant(s) have lived in the home (minimum 12 months).
- Relationship to the deceased tenant
- Housing need
- Any vulnerabilities.

2.16. Multiple Succession Claims

For all types of succession, only one person can succeed.

For secure tenancies, any spouse, civil partner with the right of succession have priority over qualifying family members. If there is no spouse, civil partner, or cohabitee with the right to succeed, and the potential successors cannot decide amongst themselves, we will decide.

This decision will be made by the ECBHA Allocations Panel following legal advice being received.

For assured tenancies, if the potential successors cannot decide amongst themselves, they must apply to the County Court for a decision.

2.17. Succession & Under occupation

Where we're entitled to do so, we may refuse a claim for succession where the property would be under occupied. We define under occupation as having at least one more bedroom than you need, as defined in the bedroom standards in our Allocations and Lettings Policy. In this situation, we'll make one alternative offer of a tenancy to suitable accommodation.

2.18. Succession & Adapted and Specialist Accommodation

Where the law allows it, we may refuse a claim for succession if the property has been adapted for a special use that the remaining occupant(s) don't need.

We may refuse a claim for succession if the property has been developed for a specific client group and you don't meet the requirements. For example, the property has a minimum age limit, and the remaining occupant is too young.

2.19. Who is eligible to succeed?

2.19.1 Secure tenants

When a sole secure tenant dies, the tenancy may be passed on to a qualified successor. Persons qualified to succeed to a secure tenancy are: For secure tenancies that began before 1 April 2012:

- The tenant's spouse or civil partner, who is occupying the property as their only or principal home at the time of the tenant's death.
- If there is no spouse or civil partner, then a member of the tenant's family who was living in the property as their only or principal home at the time of the tenant's death and has been living with the tenant for the 12 months prior to the tenant's death.

Definitions of a family member are set out in section 113 of the Housing Act 1985:

- A person with whom the tenant lived as husband or wife or as if they were civil partners (cohabitee).
- The tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, or niece.
- A relative by marriage is treated as if they were a blood relative and step and half relatives are treated as full relatives. Some tenancy agreements give additional contractual succession rights for other members of the household. It is important to look at the terms of the tenancy agreement in each case as the contractual criteria will be different depending on when the tenancy agreement was granted.

For tenancies granted before 1 April 2012 it will usually be necessary to grant a successor a new tenancy agreement. Where there is more than one qualified successor the spouse/civil partner will take priority over other relatives.

For secure tenancies that began on or after 1 April 2012: For secure tenancy agreements which started on or after 1 April 2012 succession is limited to the tenant's spouse, civil partner, or cohabitee, who must have been living in the property as their only or principal home, unless the tenancy agreement expressly allows for someone else to succeed.

The Localism Act means that any contractual terms in secure tenancy agreements that started on or after 1 April 2012 operate as a statutory succession rather than contractual. In such cases succession is automatic and there is no need to grant a new tenancy agreement. If the tenancy agreement does not permit another family member to succeed, then they have no right to do so.

Only one statutory succession is allowed in secure tenancies. If the deceased tenant succeeded to the tenancy on the death of the previous tenant or was a joint tenant and then became the sole tenant, there is no further right of succession.

Succession cannot take place if there has already been an assignment to someone who was qualified to succeed.

2.19.2 Assured tenants

For sole assured periodic tenancies granted before 1 April 2012, the only person with the statutory right to succeed is a spouse/civil partner or cohabitee, who must have been living in the property as their only or principal home at the time of the tenant's death.

The deceased tenant must not have been a successor themselves. In such cases succession is automatic and there is no need to grant a new tenancy agreement. For sole assured periodic tenancies granted on or after 1 April 2012, another member of the tenant's family (other than a spouse/civil partner or cohabitee), may also have the contractual right to succeed.

The Localism Act means that any contractual terms in assured tenancy agreements that started on or after 1 April 2012 operate as a statutory succession rather than contractual. In such cases succession is automatic once approved, and there is no need to grant a new tenancy agreement.

For tenancies granted before 1 April 2012 it will usually be necessary to grant the successor a new tenancy agreement.

Unless the tenancy agreement allows for it, there can be no further succession if the deceased tenant:

- was a successor to the tenancy, or to an earlier tenancy of the same premises
- became a tenant by will or under intestacy rules, or
- was the survivor to a joint tenancy.

3 Access to Properties

3.1 Introduction

As a responsible landlord, Eldonian Community Based Housing Association Ltd (EBHA) aims to maintain the condition of properties it owns and manages and ensure the safe welfare of occupants, as far as is reasonably practical, at all times.

In pursuing this aim ECBHA, will in a number of circumstances, require access to properties and adjoining grounds. Right to this access is an express condition of the tenancy and lease agreements that ECBHA issue and ECBHA will expect that, given reasonable notice, access will be granted by the occupants of properties it owns and provides services to.

3.2 Access and Communication

ECBHA is committed to ensuring that our services are accessible to everyone. We will seek alternative methods of access and service delivery where barriers, perceived or real may exist, that may make it difficult for people to work for us or use our services.

3.3 Statement of intent

ECBHA will comply with its legal obligations when attempting to gain access to occupied properties it owns or manages and only in line with tenancy and lease agreement conditions. Normally this will include giving not less than 24 hours written notice before access is required, unless otherwise arranged by agreement with the occupier.

ECBHA will only request or seek to gain access to a property it owns or manages in pursuit of a genuine housing management issue or where it is reasonably believed that an immediate danger to the health and safety of individuals or animals is present.

ECBHA may also request or seek to gain access to prevent or remedy damage to the property or adjoining properties.

In non-emergency situations, ECBHA will adopt a 'reasonable approach' to gain access to properties through multiple attempts at contact with the occupier to secure access by agreement.

ECBHA will adjust its approach to access and may work in partnership with external support and advocacy agencies where the occupiers are known to be vulnerable in any way or there are barriers to communication.

3.4 Policy

For the purposes of this Policy where reference is made to ECBHA in regard to access, this includes any agency or individual acting on ECBHA's behalf.

3.5 Pre-planned Access

There are various reasons why ECBHA would need to secure access to properties it owns and / or manages on a pre-planned basis. Non exhaustive examples include:

- Access to carry out repairs which are the landlord's responsibility to complete
- Access to carry out safety checks to ensure it meets its legal 'compliance' obligations e.g., to carry out annual gas safety checks in line with Landlord Gas Safety Requirements (LSGR) or fire risk works
- Access to assess the general condition of properties or for the presence of known hazards e.g., asbestos surveys
- Access to assess the need for, or to carry out investment works and property improvements to eliminate hazards or maintain / enhance asset values
- Access to carry out tenancy audits to assess both the condition of the property and that the needs of tenants are being met effectively

For each of the examples outlined above of why access may be required, and others not listed, ECBHA will have a detailed procedure that it will follow to ensure consistency and fairness.

The process will vary according to the timescales for each action, but common factors will include multiple, reasonable attempts to secure access by arrangement with the occupier and at times that are mutually agreeable.

Listed below are the types of measure ECBHA will deploy to gain access on a planned basis:

- Writing to the occupier in advance outlining why access is required and providing a proposed date (also details of how to contact ECBHA to make an alternative appointment if this is not convenient)
- Contact by telephone or email to secure an appointment date
- Home visit to book an appointment date

ECBHA may repeat the above attempts to maximise the opportunities to secure appointments by arrangement.

Where occupants fail to respond to the above attempts ECBHA may also, depending on individual circumstances and the urgency of the access required, deploy the following measures to secure access:

- Make contact with relatives or those listed as having caring responsibilities
- Make contact with neighbours
- Make contact with known external support and advocacy groups

In all attempts to gain access ECBHA will endeavour to meet preferred communication methods where these are known e.g., where English is not spoken as a first language and will keep a record of all the attempts it makes.

3.6 Enforcement Actions

In the vast majority of cases the above measures usually result in access being secured, however, there are occasions where ECBHA may be required to take tenancy or lease enforcement actions to secure access. This may include:

- Applying for injunctions from the courts to enforce the landlords 'right of access'
- Serving 'Notices Seeking Possession' for breach of tenancy and applying to the courts to bring the tenancy to an end

ECBHA will only pursue the above legal remedies for gaining access to properties when all other reasonable attempts at contact and access by agreement have been exhausted.

3.7 Emergency Access

In certain circumstances, ECBHA may be required to gain immediate access to properties where there is a reasonable assumption that there is a threat to the health and safety of individuals or failure to act may result in property damage.

ECBHA will only ever attempt immediate access in extreme circumstances, non exhaustive examples including where there is a flood, gas escape or suspected medical emergency and when it is safe to do so.

In these circumstances permission to act will normally be required from the Chief Operations Officer of ECBHA if this is possible in the timeframes concerned.

Where ECBHA is required to gain access in this way it will:

- Ensure follow up attempts are made to trace the property occupants to inform them of the actions undertaken
- Ensure the property is left safe and secure (this may on occasion involve carrying out a locks change. Where this is required, ECBHA will endeavour to leave messages or notification to the tenants / leaseholders of how they can obtain replacement keys)
- Take photographic evidence of the property by means of an inventory and/or as evidence for legal action that may follow

If ECBHA is required to gain access in emergency situations to remedy a fault that is found to be of the occupants making, it reserves the right to recharge the occupants for all works undertaken e.g., where taps have been left running causing flood damage.

3.8 Arrangements for Independent Living Properties – Welfare Issues

In a small number of ECBHA 'Sheltered' properties (purpose built sheltered housing scheme with communal facilities) ECBHA hold, by agreement with the tenants, a set of 'suited keys' to individual properties.

ECBHA may use the suited keys where there is reasonable belief that the occupant is in danger in any way and contact cannot be made by normal means e.g. in cases of medical emergency. This action will normally only take place once other attempts to trace the whereabouts of the occupiers have been exhausted.

3.9 Access by Key-Safe Arrangements

Across a range of properties that ECBHA owns and manages, occupants may choose to install 'Key-Safe' facilities, whereby a key to the property is kept in an external and secure box that can be accessed by entering a personalised code.

Entirely at an occupant's discretion, they may share the code with ECBHA staff so that they may gain access to the property in an emergency situation.

Where this arrangement exists, ECBHA will not share the code with any third party without the occupants' permission and will attempt to contact the occupant via intercom or telephone when the key-safe facility is to be used.

3.10 Implementation

All ECBHA staff need to be aware of the 'Access to Properties Policy' to be able to direct any customer queries that may arise.

The Policy will have particular relevance to staff whose roles are involved in front line services and where access to properties is a requirement of the job.

4. Decants

ECBHA aim to maintain and improve our homes to a high standard, and to develop high quality housing. Sometimes we may need to decant (move) residents to another property because we must carry out repairs which cannot be completed with residents staying at the property.

We know that decants can be disruptive and difficult for residents.

We will ensure that:

- Residents are consulted about decants.
- We provide residents with clear information and keep them informed throughout the decant process.
- We comply with the Land Compensation Act 1973 when making home loss and disturbance payments.

- The application of this Policy ensures compliance with the outcomes of the Regulatory Framework for Social Housing in England, responsibility of the Regulator for Social Housing:
- Registered providers shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock.
- Registered Providers shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.

4.1 Why ECBHA may decant

Properties may require decanting for several reasons. ECBHA will decant properties, if necessary, in situations where:

- A building is unsafe or hazardous
- Work is required to a building that may be harmful to occupants e.g. Chemical work or large-scale removal of asbestos
- Gas/electricity/ or water will not be available for a prolonged period
- The building is due for re-modelling, demolition, or extended repair

4.2 Consultation

In non-emergency cases, ECBHA will consult with residents and leaseholders on options available.

The first option will always be to agree a voluntary move with residents, however where residents are unwilling to decant, and it is impossible to complete the planned works with residents remaining in the property, ECBHA will work with tenants to find an alternative home within its stock. Where all options have been exhausted, ECBHA may choose to pursue legal redress including a court application to seek possession.

4.3 Keeping residents informed

Communication is key to successful management of a decant process. ECBHA will provide a single point of contact for residents and will ensure residents:

- Understand why decant is necessary
- Are aware of the estimated duration of the decant period
- Are notified of what standard they can expect for their new property
- Are informed of the support ECBHA can provide and the compensation residents are entitled to
- Know how to appeal an ECBHA decision or complain about the level of service they receive

4.4 Allocating Property to decanting residents

Where decanting is required in exceptional circumstances, and where a property is available, ECBHA may directly allocate properties within its stock and in consultation with residents e.g., where residents are vulnerable or require an emergency move.

4.5 Supporting residents to move

In supporting residents to move, ECBHA will cover the reasonable expenses associated with moving providing a valid receipt is provided and this may include:

- Temporary storage of possessions and furniture
- Temporary redirection of mail
- Redecoration – this will be on a like for like basis and may include carpets (reasonable costs will be based on market levels determined by quotes obtained from approved companies)

In exceptional circumstances, where a tenant is considered vulnerable and no alternatives is available, ECBHA works on a tenant's behalf).

ECBHA will directly offer the following service where required:

- Disconnection and reconnection of appliances and utilities
- Where applicable, removals (including returning to the property)
- Installation of disability adaptations where ECBHA has failed to find a pre-fitting adapted property for the resident.

ECBHA will provide additional, specific support to those residents who need it e.g. elderly residents, those with young children, those with a disability. Additional support may include:

- Assistance with packing
- Arranging temporary storage of belongings, if needed
- Arranging the removal of items that are no longer wanted
- Assisting on the actual day of removal
- Helping resident's complete forms
- Providing a checklist to remind residents of things to do e.g. redirect mail, notify banks etc.

Residents will retain responsibility for notifying their insurers of their change of address.

4.6 Tenancy Implications

ECBHA will take every step to ensure that residents do not suffer a loss of tenancy rights through the decant process.

Residents who are taking part in a temporary decant will be provided with a 'Licensed Tenancy' for the duration of their stay at the decanted property. Residents will be asked to sign a 'Decant Agreement' confirming that they understand that the decanting will be temporary and the options to return to their home once works are complete and that the original tenancy will continue during the period of decant.

The original tenancy agreement, at their substantive home, will continue throughout the decant process so that they return they will be on the same tenancy with the same security as before. Rent will be paid in respect of the substantive property and not the decant property.

ECBHA may serve tenants with a Notice-To-Quit (NTQ) in order to regain possession of the decant property, four weeks before they are due to return to their substantive property.

If a tenant is being permanently decanted to another ECBHA property, ECBHA will ensure this move does not result in a loss of security tenure to the tenant provided they are moving to an ECBHA property.

4.7 Returning residents to their substantive property

If a resident does not choose to move back to the original property, a new tenancy will be granted at the new address and the condition of new property.

4.8 Home Loss Compensation

Residents are entitled to Home Loss Compensation under the Home Loss Payment (prescribed amount) (England) Regulations 2019, where a permanent decant is required.

This will be paid as a flat rate as set out by the Government and will only be paid where the resident has been residing in the property for a minimum of one year. Outstanding payments e.g., arrears and recharges will be offset against any Home Loss Payment offered.

4.9 Disturbance Payment

Residents who wish to claim Disturbance Payments should provide receipts for the acclaimed items.

4.10 Access and Communication

ECBHA is committed to ensuring that our services are accessible to everyone. ECBHA will seek alternative methods of access and service delivery where barriers, perceived or real may exist, that may make it difficult for people to work for the organisation or use its services.

5 Mutual Exchanges

This section sets out our position regarding residents who would like to mutually exchange (MEX) their home with another social housing resident. If there is any variance between this Policy and individual tenancy agreements, we will follow the tenancy agreement.

A mutual exchange is when residents in social housing obtain written consent from their landlord(s) to swap homes with other social housing residents. Mutual exchanges can take place between two or more properties and can be between the same or different landlords.

Tenants that have a secure tenancy have a statutory right to a mutual exchange. Tenants that have an Assured Tenancy have a contractual right to a mutual exchange if it's written into the terms of the tenancy agreement. Starter tenancies, including extension periods, temporary (decant) tenancy (although tenants may have the right to exchange at their permanent address) and shared owners do not have the right to undertake a mutual exchange.

To undertake a mutual exchange tenants must:

- Be keeping to the tenancy conditions
- Not have rent arrears equivalent to more than one month's rent
- Meet any criteria for the home they are seeking to exchanging
- Be seeking to move to a home that's a suitable size for the household
- Rectify any resident responsibility repairs or alterations.

Sometimes, we may not be able to agree an exchange because of a legal or contractual restriction. We won't agree to exchanges where there would be a breach of the law.

Residents must not offer a financial incentive or use coercive behaviour to exchange with another person. ECBHA won't allow exchanges where this has occurred.

Residents are responsible for finding someone to exchange with. Both exchange partners must obtain our consent to the exchange. If a mutual exchange takes place without our written consent, the exchange will be unlawful.

If, as a result of an exchange, a household is moving into an ECBHA property for the first time, they must provide supporting documentation to prove their identity and Right to Rent checks will be carried out

Mutual exchanges involving a joint tenancy require signed consent from all joint tenants.

ECBHA notify all parties applying for an exchange of our decision within 42 days from when we receive their full application, including the correct supporting documentation. ECBHA will schedule an inspection of the property/properties to assess the condition and identify any repairs needed. We'll rectify any major repairs or safety issues for which we're responsible for and aware of prior to the exchange taking place. If alterations have been made without our consent, we may ask residents to reinstate the property to its original state.

The property must be in good order, clean and clear of any belongings at the point of exchange. ECBHA will not arbitrate between exchanging tenants if either party doesn't leave the property in the condition expected by the other party.

ECBHA will not be responsible for any:

- 'Making good'
- Decorations
- Fittings that have been left in the property
- Removal of items left in the property.

In exceptional circumstances, we may agree to carry out urgent repairs outside our obligations due to any potential health and safety risk. On these occasions, we may charge costs to outgoing residents.

ECBHA will arrange for a new 'satisfactory' Electrical Installation Condition Report (EICR) and a new Landlord Gas Safety Record (LGSR) to be produced the week before the outgoing resident moves out and the incoming resident moves in.

Incoming and outgoing residents are responsible for taking meter readings and notifying energy suppliers of the change of resident.

On completion of the mutual exchange, depending on the tenancy types, residents will either:

- Sign a Licence to Assign, taking over the outgoing resident's tenancy agreement
- Surrender their existing tenancy and sign a new tenancy agreement.

We grant incoming residents who were social housing tenants on or before 1 April 2012, and have remained social housing tenants since that date, a tenancy with no less security when they choose to move to an ECBHA social rented home.

Applicants for a mutual exchange can appeal an ECBHA decision via the ECBHA website within 14 days of our decision. The appeal must set out why they feel the decision is not justified.

ECBHA will store residents' information securely, however, if a mutual exchange is occurring with a social housing tenant of a different organisation we may need to share information related to the mutual exchange process and decisions. By applying for a mutual exchange, it will be considered that the tenant has consented to such necessary exchange of information however ECBHA will take precautions to make sure information is kept safe and confidential.

6. Equality, Diversity and Human Rights

ECBHA is committed to ensuring that no person or group of persons will be treated less favourably than another person or group of persons and will carry out its duty with positive regard for the following core strands of equality; Age, Disability, Gender, Race, Gender Identity / Gender Expression, Sexual Orientation and Religion and/or Belief, Civil Partnership, Marriage, Pregnancy and Maternity.

ECBHA also recognises that some people experience disadvantage due to their socio-economic circumstances, employment status, class, appearance, responsibility for dependents, unrelated criminal activities, being HIV positive or with AIDS, or any other matter which causes a person to be treated with injustice.

ECBHA will also ensure that all services and actions are delivered within the context of current Human Rights legislation. Staff and others with whom we work, will adhere to the central principles of the Human Rights Act (1998).

This Policy should be read in conjunction with the following:

- ECBHA Complaints, Feedback and Appeals Policy
- ECBHA Rent Payment and Arrears Recovery Policy
- ECBHA Anti-Social Behaviour, Domestic Abuse and Harassment Policy

7. Implementation

All ECBHA staff have responsibility for implementing this Policy regarding the information and signposting they provide to ECBHA customers.

The ECBHA Housing Officer, will have responsibility for general tenancy management, including:

- Sign-up procedures
- Structured tenancy visits (for starter tenancies)
- Ad-hoc visits in response to reported incidents or at the tenant(s) request

- Serving of notices requiring possession (and delivery of associated information)
- Arranging assessments of individual circumstances and capacity to understand tenancy enforcement actions
- Preparing cases for appeals panels
- Investigating reports of tenancy related ASB

7. Review

The Policy will be reviewed as near as possible to the anniversary of approval, every three years, or more regularly if required by changes in ECBHA business practices, as a result of system audits or the commencement of new legislation or regulations that impact on access to properties.