



ABBNEYFIELD POLICY & PROCEDURE/GOOD PRACTICE GUIDELINES

Policy Ref:	R017P
Owner:	Abbeyfield Oxford Society

Effective date:	August 2016
Review date:	August 2018

Reviewed by Abbeyfield Oxford Board, July 2016 and approved with some amendments

TITLE	TENANCY MANAGEMENT (incorporating Allocations & Lettings, Moving-on and Eviction)
1 Background	<p>Abbeyfield Oxford lets and manages supported 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.</p> <p>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.</p> <p>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, but 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 sufficient support to enable the resident to remedy any breach.</p> <p>Abbeyfield Oxford as a Registered Provider has regulatory requirements which are set by the Homes and Communities Agency around certain outcomes for tenants. This policy explains how Abbeyfield Oxford 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 2015.</p>
2 Objectives	<p>We aim to treat all residents fairly, with respect and professionalism in accordance with Abbeyfield Oxford values.</p>

	<p>Through delivery of this policy we aim to ensure:</p> <ul style="list-style-type: none"> • Abbeyfield Oxford 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 Abbeyfield. • Everyone can clearly understand how Abbeyfield Oxford housing is let and managed. • Staff and volunteers can understand and operate in accordance with Abbeyfield Oxford good practice in letting and managing housing. • Other stakeholders, including regulators, can see the good practice Abbeyfield Oxford is committed to in letting and managing its housing.
<p>3 Scope</p>	<p>This document explains how the Abbeyfield Oxford Society will deal with applications for accommodation, maintain its housing registers and let its properties and applies to:</p> <ul style="list-style-type: none"> • All the Abbeyfield Oxford Society staff, including all volunteers engaged in the allocations and lettings process. • All applicants and their representatives where appropriate • All other internal and external stakeholders
<p>4. Definitions</p>	<p>For the purpose of this policy, ‘Allocation’ is defined as the method by which a decision is made as to how a vacant property should be offered to a new tenant.</p> <p>Lettings is used to describe the collective term used for tenure of occupation.</p> <p>Sheltered & Supported housing is defined as accommodation providing assistance with housing related issues to enable the occupant to maintain their independence.</p> <p>Independence is defined for the purpose of this policy as an ability to live within an Abbeyfield house, with or without additional care & support that may be provided by the Abbeyfield Oxford Society, or by an external agency.</p>

<p>5 Policy</p> <p>5.1</p> <p>5.1.1</p>	<p>ALLOCATIONS & LETTINGS</p> <p>Abbeyfield Oxford allocates, lets, and manages its housing tenancies in line with the required outcomes of the 'Tenancy Standard'.</p> <p>Who Abbeyfield Oxford housing is for</p> <p>Abbeyfield Oxford housing is let to individuals who:</p> <ul style="list-style-type: none">• Are 55 years old or older• Have a housing need• Are able to live independently with or without appropriate support• Do or would have recourse to public funds, if needed• Have the right to reside in the UK. <p>In certain cases, it may be decided that an individual is ineligible to join the housing register, or that their existing application should be removed. Such cases will be decided on a case by case basis. Examples of this situation might include:</p> <ul style="list-style-type: none">• The Abbeyfield Oxford Society not being able to adequately meet the assessed needs of an applicant or potential applicant (it may be appropriate to refer the applicant to our local Abbeyfield Society Care Home).• Identification that in the event that the applicant be offered accommodation, other existing residents might be placed at risk.• A court order relating to a previous tenancy excluding an applicant from applying for social housing (this might be as a result of arrears with a former landlord, anti social behaviour etc.) <p>In the event of an application being refused or an existing applicant being removed from the housing register, reasons for ineligibility will be provided in writing, and assistance will be provided, where possible, to guide the applicant to alternative, more appropriate accommodation options such the The Abbeyfield Oxenford Society Care Home.</p> <p>Applicants may request to have their application removed from the housing register at any time, or reinstated if removed in error.</p> <p>Abbeyfield Oxford will confirm with an applicant that they meet the criteria.</p>
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	<p>Concerns during the allocation process</p> <p>The method by which a decision is made to offer a vacant property to an applicant is outlined in the Allocations Process.</p> <p>Abbeyfield Oxford housing involves communal living with private accommodation. Existing residents at Abbeyfield Oxford housing may have contact with an applicant during their visit(s) and, occasionally, may hold concerns about an applicant.</p> <p>However, raising concerns does not extend any right or responsibility for the selection of new residents to existing residents. Abbeyfield Oxford 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.</p> <p>5.1.2 Issuing The Tenancy Agreement</p> <p>When issuing tenancy agreements for its supported housing stock, Abbeyfield Oxford aims to:</p> <ul style="list-style-type: none">• 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. <p>Abbeyfield Oxford believes that the most compatible tenancy agreement for these purposes is an Assured Periodic Tenancy. Occasionally it may be in the interests of either one or both parties for a Licence Agreement or a Probationary Tenancy to be used for an agreed period, subject to review. A ‘non-standard’ lets policy exists for this purpose.</p>
<p>5.1.3</p>	<p>Response</p> <p>Applicants will normally be expected to respond to a formal tenancy offer within 7 working days.</p> <p>If no response is forthcoming following the offer of tenancy, The Abbeyfield Oxford Society will make every reasonable effort to contact the applicant before consideration of another applicant from the register</p>

<p>5.2 5.2.1</p> <p>5.2.2</p> <p>5.2.3</p>	<p>MOVING ON</p> <p>Abbeyfield Oxford supported houses are designed to offer residents flexible, low- to medium-level support to enable individuals to maintain their independence and continue to be active participants in their local community. Personal care is not provided by Abbeyfield Oxford, however, Abbeyfield Oxford will work with external providers to help residents remain within the home and to enjoy reasonable levels of dignity and comfort. If a residents health and care needs increase to such extent that they cannot remain successfully within their current home Abbeyfield Oxford will work with residents and their families to identify housing that better meets their needs.</p> <p>Reasonable Adjustments</p> <p>Abbeyfield Oxford wants residents to be able to stay in their homes for as long as they wish. If a resident’s needs change, Abbeyfield Oxford will take all reasonable steps – including reasonable adjustments and the involvement of any external agencies – to enable them to do so. This will include considering the needs for aids and adaptation to their home.</p> <p>Emergency Move-on Situations</p> <p>Emergency move-on situations can normally be averted through appropriate forward planning, early involvement of external agencies, and timely reviews of resident’s ‘My Life’ plans and any relevant risk assessments.</p> <p>However, in exceptional circumstances, such as sudden and acute behavioural problems, Abbeyfield Oxford 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.</p> <p>During an emergency situation, Abbeyfield Oxford 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).</p>
<p>5.3 5.3.1</p>	<p>ENDING A TENANCY</p> <p>An assured periodic tenancy agreement will continue until it is ended by</p>

<p>5.3.2</p> <p>5.3.3</p>	<p>the resident or Abbeyfield Oxford. This can happen when:</p> <ul style="list-style-type: none"> ▪ There is agreement from Abbeyfield Oxford 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 Oxford takes possession of a property following a legal process; ▪ Where Abbeyfield Oxford accepts surrender of a property; or ▪ A resident dies. <p>A resident may end their tenancy at any time giving no less than eight weeks' written notice.</p> <p>In the absence of any of the above-mentioned events, Abbeyfield Oxford must end an assured periodic tenancy by obtaining a court order for possession. However, if a resident does not use Abbeyfield Oxford accommodation as their only or main home, the tenancy is not an assured tenancy and it is only necessary for Abbeyfield Oxford to provide 4 weeks' written notice that a tenancy will end.</p>
<p>5.4</p> <p>5.4.1</p> <p>5.4.2</p>	<p>EVICTIION</p> <p>Abbeyfield Oxford will only seek to evict a resident as a last resort. Abbeyfield Oxford will adopt a consistent, fair and transparent approach in the way it deals with eviction, and all staff will follow the procedures outlined below.</p> <p>Eviction action will only be pursued by Abbeyfield Oxford, in line with tenancy agreements and all relevant legislation, after other methods of resolving disputes or concerns have been exhausted.</p> <p>Avoiding the need for Eviction</p> <p>To minimise the possibility of disputes with residents escalating towards an eviction situation, Abbeyfield Oxford follows a policy of early intervention to settle disputes by alternative means including external mediation.</p> <p>By initiating early discussions with the resident involved, most disputes can be resolved without the need for formal eviction proceedings.</p> <p>For disputes as a result of rent arrears, Abbeyfield Oxford will act in accordance with the guidelines laid out in the Pre-action Protocol for Possession Claims based on rent arrears and the Rental Income & Debt</p>

<p>5.4.3</p>	<p>Management Policy.</p> <p>Grounds for Eviction Abbeyfield Oxford 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).</p> <p>In line with the Housing Act 1988, the circumstances in which Abbeyfield Oxford may serve Notice to Seek Possession (NISP) include:</p> <ul style="list-style-type: none"> ▪ 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. ▪ as a result of another breach of the tenancy agreement – for example, a resident sublets any part of their home. ▪ An offer of suitable alternative accommodation has been made to a resident for when the possession order takes effect. <p>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 Abbeyfield Oxford 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.</p> <p>Notice (NISP) Oxford 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.</p>
<p>5.4.4</p>	<p>Notice (NISP) If a dispute cannot be resolved through discussion and negotiation, Abbeyfield Oxford 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.</p>
<p>5.4.5</p>	<p>Unauthorised Occupants</p>

	<p>The detection and eviction of unauthorised occupants and squatters is important to Abbeyfield Oxford because it means that a valuable resource is unavailable to those in greatest housing need and unauthorised occupants are likely to be incompatible within the communal nature of Abbeyfield Oxford Housing.</p> <p>Abbeyfield Oxford 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.</p>
6 Finance, Value for Money & Social Value	<p>While tenancy management has no direct procurement activities associated with its operation, an effective policy will ensure the efficient and effective use of Abbeyfield Oxford’s housing stock by offering residents appropriate tenancies. It will also help to provide good quality housing for older people and add to the social value provided by Abbeyfield Oxford.</p>
7 Linked Policies	<p>Equality & Diversity Complaints Policy Rental Income & Debt Management Policy Anti-social Behaviour Policy My Life Policy</p>
8 Legislation	<p>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 Housing Act 1988, Schedule 2 Grounds for Possession of Dwelling-houses let on Assured Tenancies.</p>
9. Review	<p>Policy last reviewed: July 2016 Review date: 2018, subject to any regulatory or legislative updates</p>