

Housing Services Tenancy Policy 2025-2030

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Introduction

We are committed to building sustainable communities, providing high-quality affordable housing to our tenants and meeting local housing need. Our tenants are at the heart of everything we do and they are involved in decision making, improving and scrutinising our services.

The Localism Act 2011 placed a duty on local authorities to publish a Tenancy Policy and this is supported by the Regulator of Social Housing's consumer standards.

Aims of Policy

The aim of this policy is to ensure that we 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 our housing stock.

This policy sets out:

- The type of tenancies we will grant.
- Where we grant tenancies for a fixed term, the length of those terms.
- The circumstances in which we will grant tenancies of a particular type.
- Any circumstances in which we will grant fixed term tenancies for a term of less than five years in general needs housing, following any probationary period.
- The circumstances in which we may or may not grant another tenancy on the expiry of the fixed term, in the same property or in a different property.
- The way in which a tenant or prospective tenant may appeal against or complain about the length of a fixed term tenancy offered and the type of tenancy offered, and against a decision not to grant another tenancy on the expiry of the fixed term.
- How we take into account the needs of those households who are vulnerable by reason of age, disability or illness, and households with children, including through the provision of tenancies, which provide a reasonable degree of stability.
- The advice and assistance they will give to tenants on finding alternative accommodation, in the event that they decide not to grant another tenancy.
- Our policy on granting discretionary succession rights, taking account of the needs of household members with vulnerabilities.
- Our rightsizing offer to tenants in larger homes who wish to downsize.

Relevant Legislation and Internal Policies

- Localism Act 2011.
- Housing Act 1985.
- Housing Act 1996.
- Housing Act 2004.
- Data Protection Act 2018.
- Equality Act 2010.
- Homelessness Reduction Act 2017.
- Regulator of Social Housing Consumer Standards 2024.
- Housing Services Allocation Policy 2023-2028.

- Housing Services: Housing Management Policy 2022-2026.
- Housing Services Tenancy Agreement.
- Housing Services Vulnerability Policy 2024-2029.
- Housing Services Domestic Abuse Policy 2024-2029.
- Darlington Borough Council Low Cost Home Ownership Policy 2022.
- Housing Services Anti-Social Behaviour Policy 2022-2026.

Tenancy Types

The types of tenancy Housing Services offer are:

Introductory Tenancies

All new tenants of the Council, apart from those who are existing tenants of another council or a registered social housing provider, will be given an introductory tenancy.

An introductory tenancy is a trial period lasting 12 months. Introductory tenancies provide an opportunity for new tenants to ensure they understand their rights and obligations under the terms of the tenancy agreement and are able to maintain their tenancy satisfactorily. If there are no problems during the trial period, then the tenancy automatically becomes either a secure or flexible tenancy.

Introductory tenancies do not have all the rights of a secure tenant. They do not have the right to:

- Mutually exchange with another tenant.
- Carry out improvements to the property.
- Sub-let the property.
- Succeed the tenancy.
- Buy the property (but the introductory tenancy period will count towards the entitlement period if they choose to buy later).

In some circumstances, an introductory tenancy may be extended by a further 6 months, up to 18 months. This will occur if there are concerns about how the tenancy is being conducted and a condition of the tenancy has potentially been breached. The intention for this extension is to allow tenants to resolve any issues, with support if required, and successfully complete their Introductory Tenancy period. Examples would be repaying any arrears and maintaining a payment pattern, or improving the condition of their property and maintaining this. A notice of the intention to increase the introductory period will be given by the 10th month of the tenancy.

Where a tenant has not satisfactorily completed an introductory tenancy, a Notice of Possession Proceedings will be served. The tenant will have a right to review this decision, as set out within the Tenancy Agreement.

Notice of Possession Proceedings Appeal Hearings involve a face-to-face hearing (wherever possible) and are chaired by a member of the senior management team, usually the Head of Housing. The panel is made up of Tenants Panel members and legal representatives from the Council and any other relevant agencies such as Social Services.

An appeal hearing allows Council Officers the opportunity to state the case and evidence against the tenant and for the tenant (and their representative) the opportunity to state the reasons why, in the tenant's opinion, the Council should not take legal action to end their tenancy.

The Council may apply for a Court Order at any time during the tenancy to end the tenancy if any of the grounds for possession can be proved.

Secure Tenancies

The vast majority of our tenancies are let as secure tenancies. A secure tenancy allows tenants to live in their home with no time limit as long the conditions of the tenancy are not broken.

Secure tenants have a range of rights and security of tenure, which can only be challenged for specific reasons set out in law. The Council supplies all new tenants with a new tenancy pack, which includes a written tenancy agreement explaining the rights and responsibilities they have as a tenant.

The Localism Act 2011 introduced changes to the rights of tenants. Those who became tenants after 1st April 2012 have a limited right to succession, and the right to retain their status as a secure tenant no longer applies if they transfer to a property that has been designated for a flexible tenancy.

Flexible Tenancies

The Council has a stock of around 5,300 properties and has an ambitious plan to increase the number of affordable social rented properties throughout the Borough. Demand for our properties has always been high and the development of new properties and acquisition of properties has opened up a new demand.

The scale of the new-build ambitions means that the Council needs to consider how new communities are formed as well as supporting existing communities. Accessibility to Council housing therefore forms an important element of achieving balanced sustainable communities. As a consequence, the Council has used its powers under the Localism Act 2011 to introduce flexible tenancies in certain circumstances.

Table 1: Where flexible tenancies apply

Property type	Reason
Properties with adaptations over £6,500	There are a small number of properties where very expensive adaptations costing more than £6,500 have been completed that cannot easily be reversed, such as a "through floor" lift or a major extension. A fixed term tenancy allows a review of the tenancy to ensure the property continues to meet the

	housing needs of the household and ensures adapted properties are allocated effectively and to those that need them.
Properties within a regeneration area	When large scale regeneration is planned and properties become void, which are identified for future demolition, a short term flexible tenancy will prevent properties standing empty for longer than necessary.
Rent to Buy Properties	Rent to Buy properties, which have been built with Homes England grant, will be allocated by offering a Flexible Secure Rent to Buy Tenancy*, with an expectation that the tenant will purchase at the end of the 5 year period. This requirement to purchase is also a term of the tenancy. *Please note that applicants that are not transferring from a secure tenancy will initially be offered an Introductory Tenancy prior to a Flexible Secure Rent to Buy Tenancy after 12 months.
Rural Properties	All properties in rural locations (villages) are flexible tenancies, to ensure that properties are allocated effectively and to those with a local village connection.

The regulatory guidance indicates that generally, flexible tenancies should be a minimum of 5 years, although the Localism Act 2011 states that the minimum period that can be offered is 2 years.

Anyone being offered a flexible tenancy will be first offered a one year introductory tenancy, followed by a 5 year flexible tenancy. There are exceptions to this (see below).

The Localism Act states tenants with a “flexible fixed term tenancy” will have the following rights:

- Right to exchange with limited exceptions
- Right to buy after the qualifying period of 3 years.
- Right to take in lodgers and to sub-let part of the property (with our permission).
- Right to have repairs carried out.
- Right to consultation and information.
- Right to one succession to the spouse or partner of the deceased tenant.

The Localism Act 2011 states that the shortest length of time a flexible tenancy can be given is 2 years and then only in exceptional circumstances. The Council will only consider the use of shorter flexible tenancies where:

- There are major changes taking place to the housing stock. It is often difficult to make the best use of the stock that becomes vacant prior to works starting. There may be circumstances where the use of shorter flexible tenancies will help address those particular and exceptional circumstances. The decision will be based on the project delivery plan and will be specific to that particular project.
- If there is a significant change in circumstances, such as the impact of the Welfare Reforms that may increase the risk of certain affected groups not being able to maintain their tenancy.
- For our Rent to Buy properties, we may offer 2 year flexible tenancies to any applicants that requires an Introductory Tenancy period to ensure we meet the 5 year purchase period.

Starting a flexible tenancy

All properties offered as a flexible tenancy will be clearly identified as such when the property is advertised, and it will be explained in the offer letter.

All those being offered a flexible tenancy will be first offered a one year introductory tenancy, followed by a flexible tenancy. The exception to this is those who became a secure tenant after 1st January 2013, as they will not have to enter an introductory tenancy first.

Reviewing a flexible tenancy

It is a legal requirement that we notify the tenant that the flexible tenancy will be coming to an end at least 6 months prior to the termination of tenancy. However, we will write to the tenant between 9 and 12 months before the end of a tenancy to inform them that we are beginning a review of their tenancy. Our aim will be to give the tenant as much notice as possible about our intentions for their tenancy.

In addition to confirming the start of a review in writing, a home visit will also be arranged, to ensure the tenant is aware that their tenancy is due to end and to take the opportunity to discuss their housing needs and future housing options. In the review we will consider:

- Any change in circumstances, such as the size of the family that may be leading to under or over occupation, or changes in health.
- The financial situation of the household (for those on a flexible rent to buy tenancy the expectation is they will purchase the property at the end of the fixed term tenancy).
- Any social issues, including children's education.
- Any tenancy breaches such as rent arrears, anti-social behaviour complaints and any concerns around property conditions.
- Where appropriate, the continuing need for major adaptations.

- Where appropriate, if the family are continuing to foster.
- The number of applicants on the waiting list in need of that type of accommodation.
- The availability of similar properties in that area.
- The tenant's views on continuing the tenancy.

Once the review has been completed, we will again write to the tenant as soon as possible but at least 6 months before the end of the tenancy. The letter will explain our decision and set out what will happen next. This will be followed by either a telephone call or a visit depending on the outcome of the review.

Ending a flexible tenancy

Tenants with a flexible tenancy will have the same protection from eviction as tenants with a secure tenancy. Throughout the term of the tenancy, secure tenancy status is conferred, and so if possession is required during the term of the tenancy, such as due to anti-social behaviour or rent arrears, then possession action has to be taken at court, proving grounds of possession and in most cases the reasonableness of regaining possession in the circumstances. This is the same process as would be taken in respect of a secure tenancy.

The circumstances when a decision is made not to grant another flexible tenancy may include:

- The tenant is not in a position to purchase the property now or is not likely to be in the near future, as originally agreed in the tenancy agreement signed at the beginning of occupancy.
- Affordability.
- We plan to sell the home and having given the tenant the right of first refusal they have been unable to purchase.
- A breach of tenancy occurred.
- Tenancy fraud has been identified.
- The tenant has not engaged in the review process.
- The tenant does not wish to accept the terms of the new tenancy being offered.
- The tenant, or a member of their household, has come into legal ownership of another residential property, or it has been brought to our attention that the tenant owns or rents another property.

If at the end of the tenancy the tenant has not vacated the property and requires a short period of time whilst they wait for alternative accommodation to become available, we may agree not to start court proceedings. Each circumstance will be assessed on their own merits. We will, however, always serve the 6-month notice and 2-month notice period before the end of the tenancy.

Where the Council decides to not offer a further flexible tenancy and terminate the tenancy, we will confirm this with the tenant with at least 6 month's notice in writing, followed by a visit as soon as possible after the decision.

The notice will set out:

- Why we have made this decision.
- What the appeals process is (see below).
- What advice and support we will provide should alternative accommodation be required.

Where a tenancy is being terminated we will provide advice on alternative housing options including:

- Access to the Housing Options Team.
- Support to apply for alternative social housing, if appropriate, including other Council housing.
- Advice on privately rented accommodation.
- Advice on shared ownership and owner occupation.
- Advice on moving house.
- Information on other advice and support agencies.

A formal notice seeking possession will be served two months before the end of the tenancy.

Other circumstances where a flexible tenancy may end

The Council may apply for a Court Order at any time during the tenancy to end the tenancy, if any of the grounds for possession can be proved. The grounds for possession remain the same as for secure tenancies.

If the tenant wishes to bring the tenancy to an end before the end of the flexible tenancy, they may do so by issuing a notice of termination that provides 4 week's notice. For the surrender to take effect, it must be accepted in writing by the Council.

Appeals

The Flexible Tenancies (Review Procedures) Regulations 2012 sets out the procedure for a review of decisions relating to flexible tenancies. There are only two circumstances in which a review can take place:

- A tenant can seek a review of the length of tenancy on offer if it does not comply with the Tenancy Policy.
- They can also apply for a review if, at the end of the flexible tenancy they are refused a further tenancy (which will generally be because the tenant has not exercised the option to purchase or is in breach of tenancy).

Other concerns to do with the tenancy, such as repairs, will be dealt with through the Council's Complaints procedure.

Any written request for a review must be made before the end of:

- The period of 21 days beginning with the day on which the person(s) concerned receive the notice.

On receipt of the written request for review, we will review the decision. The person(s) concerned has the opportunity to request an oral review for the review which will normally be held in person but could be held virtually (such as through Teams or Zoom) and will:

- Be chaired by a senior member of Housing Services, who was not involved in the original decision.
- Will include members of the Tenants Panel in the decision making panel.
- Require officers from Housing Services and any other relevant agency to present details relating to the original decision.
- Require the person(s) concerned to attend, with any such representation they request (such as a support worker or family member).

If the person(s) concerned fail to attend an oral review, the panel will decide whether to hold in their absence.

The decision of the review will be provided both at the oral hearing and in writing, which will be hand-delivered to the property within 5 working days. This will include:

- The reasons for the decision.
- If the original decision is upheld, the help and support available from Housing Services to assist in finding alternative accommodation.
- Details of how, should they wish, to terminate the tenancy prior to the ending of the flexible tenancy period.

The conditions for each type of Council tenancy

Table 2: Types of tenancy

Tenancy Type	Who can be offered	Property Type	Length of Tenancy
Introductory tenancy	Those who are not already a secure tenant with the Council or other registered provider. Will apply to flexible and secure tenancies.	All properties	12 months, with the option to extend to 18 months in certain circumstances.
Secure tenancy started before 1st April 2012	Those who were either Council or Registered Providers' secure tenants before 1 st April 2012	All properties	There is no limit on the length of tenancy.
Secure tenancy started after 1st April 2012	Those who have successfully completed an introductory tenancy.	All properties except where a flexible tenancy applies (see below).	There is no limit on the length of tenancy.

Flexible tenancy	Those who have successfully completed an introductory tenancy	Properties with adaptations over £6,500. Properties within regeneration areas. Rent to Buy properties. Rural properties	5 years for most properties 2 years in exceptional circumstances
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Mutual Exchanges

A mutual exchange is the process whereby Council, or Housing Association tenancy can swap homes, with the permission of their landlords.

The rights of tenants who have flexible tenancies are in most respects the same as those tenants with secure tenancies, including the right to a mutual exchange. However, the process is different. There are also some differences between those who were secure tenants before 1st January 2013 and those who became tenants after that date.

Where a mutual exchange takes place with someone who was:

- **A secure tenant with a tenancy that started before 1st April 2012:** If a mutual exchange is entered into with someone with a flexible tenancy, then both the tenancies have to be terminated and new ones set up. The secure tenant will retain their right to a secure tenancy, regardless of the type of property involved. However, as a new tenancy has been started they will have the rights of a secure tenant with a tenancy started after 1st April 2012.
- **A secure tenant with a tenancy that started after 1st April 2012:** If a mutual exchange is entered into with someone with a flexible tenancy, then both tenants will simply swap places and both parties will take over each other's property and tenancy. The existing secure tenant must bear this in mind as the tenancy terms will be different under a flexible tenancy.
- **A tenant with a flexible tenancy exchanges to a property that falls into the category of a flexible tenancy:** In these cases, the tenant will be offered a new flexible tenancy. However, the tenancy length will be the remaining period of the exchanged flexible tenancy.
- **A tenant with a flexible tenancy exchanges to a property that does not fall into the category of a flexible tenancy:** In these cases, the tenant will be offered a secure tenancy and they will have the rights of a secure tenant with a tenancy started after 1st April 2012.

An exchange may be refused if:

- The tenant has a Court Order.
- The tenant has legal action pending, which may end their tenancy because of rent arrears, breach of tenancy conditions, neighbour nuisance, or damage to the property, or because they have obtained the tenancy by deception or by paying someone to exchange with them.
- The property is unsuitable for the tenant(s) wanting to move to it, or significantly larger than they need.
- The property has been adapted or has conditions attached to the property that the tenant does not meet (such as older persons' housing).

If there are rent arrears which have not yet led to a Court Order or Notice of Seeking Possession, then we will usually give conditional approval for the exchange to take place after the arrears have been cleared. In exceptional circumstances, we will consider allowing someone with rent arrears to exchange, for example, where the arrears are as a direct result of restrictions to Housing Benefit or Universal Credit because of under occupation and the exchange will result in a move to smaller, more affordable accommodation.

If the property conditions are poor, we may give conditional approval for the exchange to take place but only after the property conditions have been brought to an acceptable standard, as agreed by us.

We may also consider allowing a tenant to exchange in other special circumstances, such as domestic abuse and these will be considered on the facts of each individual case.

Transfers

Tenants holding a flexible or secure tenancy can apply for a transfer, this is when a current tenant applies to move or transfer to another Council home. They will have their priority assessed in the same way as other applicants.

Succession Rights

Succession rights are the right to take over the tenancy or inherit it when the main tenant dies. In the case of joint tenancies, the right to succeed applies to the other tenant named on the agreement.

The right to succession is the right to remain in the property as a tenant when the tenant dies. There can legally only be one succession per tenancy.

Types of succession

The Localism Act 2011 introduced changes to the right to succession. The rights of succession for tenants with tenancies that started before 1st January 2013 will not be affected.

Table 3: Right of Succession

Tenancies started before 1 st April 2012	Tenancies started after 1 st April 2012
• Married couples and registered civil partners automatically succeed providing they are living in the property at the time of the bereavement and there has not been a previous succession. • If there is no spouse or registered civil partner, another family member who has been living with the tenant continuously as their sole or main residence for at least 12 months prior to the tenant's death may qualify to succeed. However, they may be asked to move if the property is not suitable for their needs. In these circumstances, alternative accommodation will be offered, and they need not move until 6 months after the date of death. • If a couple are not married or civil partners, then legally the surviving partner has to be treated as a family member, not as a spouse.	• Succession to a secure or flexible Tenancy entered into after 1st November 2012 only applies to the spouse or civil partner, but also includes a person who was living with the tenant as if they were married or civil partners of the deceased tenant, and there has not been a previous succession. • Another family member who has been living with the tenant cannot succeed to the tenancy on the death of the tenant.

Assignment

Assignment is when a tenant transfers their tenancy to another person. A tenancy is assigned using a deed.

A secure or flexible tenant can only assign their tenancy if either:

- They assign by mutual exchange.
- They assign to a potential successor
- The court orders assignment in family law proceedings

In some circumstances a tenant may assign their tenancy to another person who complies with certain criteria as laid out in their tenancy agreement. Generally, the right to assign is limited to the same people who can succeed a tenancy.

There are also a limited number of other forms of assignment permitted by statute:

- Mutual exchange (except where a Flexible Tenancy is involved).
- Where a Court has made an order to transfer the tenancy under:
 - Matrimonial Causes Act 1973, Section 24.
 - Matrimonial and Family Proceedings Act 1984, Section 17(1).
 - Paragraph 1 of Schedule 1 to the Children Act 1989.
 - Part 2 of Schedule 5 or Paragraph 9(2) or (3) of Schedule 7 to the Civil Partnership Act 2004.

Affordable Rents

Affordable rents were introduced as part of the Government's Affordable Rent programme for 2015-2018. Most new build properties developed through the programme were required to be offered on an affordable rent. An affordable rent is calculated on 80% of rents in the private rental market.

Housing providers who had made successful bids for funding through the affordable rents programme also agreed to transfer a proportion of re-lets of existing properties from social rents to higher affordable rents. The intention was to generate extra income that could be used to support new developments.

All Rent to Buy properties are let on an affordable rent to maximise affordability.

Rightsizing

We recognise that some households may be living in a home, which for one reason or another, is too large or does not have the communal facilities that they require or is too expensive for them to run. Larger homes especially 3, 4 and 5-bedroom homes are in high demand in Darlington, with lots of families on the waiting list.

The Rightsizing offer is for tenants living in larger homes to move to smaller homes and free up these larger homes for families. For tenants that are interested, we can offer a wide range of support and a choice of housing that better suits their needs. Rightsizing is an option available and is not mandatory.

Rightsizing can help tenants:

- Have more disposable income because the rent or bills on a smaller property can be less.
- Feel safer in their home because it meets their needs better.
- Have more free time because a smaller home can be easier to manage, clean and maintain.
- Improve their health and wellbeing; their new home could be closer to local community centres, nearer to resident groups and activities.
- Provide them with more support; their new home may benefit from our Lifeline service.
- Feel content knowing their home meets their current and future needs better.

We recognise that some tenants cannot afford to move house and so, for those that are looking to downsize from a 2-bedroom or larger house to a 1-bedroom flat or bungalow, the Rightsizing offer allows us to help financially (up to a reasonable cost) for items for their new home, such as new carpets, removals or to replace built-in furniture, to help make the move easier.

Rightsizing applicants will be given priority banding on Darlington HomeSearch to move to smaller accommodation, which gives them opportunity to move. Automatic bidding can match them to the type of home and area they would like to move to.

The following eligibility criteria applies for Rightsizing:

- You are a current tenant of Darlington Borough Council.
- Your current home has one or more bedrooms spare.
- Ideally, you would not be in current arrears, but where there are arrears, a repayment plan must be in place and being maintained, and a court order must not be in place.
- You are not in breach of any part of your tenancy agreement.

Rightsizing only applies when tenants move to a smaller home; it does not apply if they are moving to a larger property.

Tenant Involvement

Our tenants are at the heart of what we do, and our Tenants Panel help us to improve our services through scrutiny, challenge and reviewing of policies and procedures.

We have ensured that our Tenants Panel have been involved in reviewing this policy review and they will be involved in the review of processes and any complaints relating to this policy.

Implementation & Staff Training

We will ensure effective implementation and advertising of this policy through our website and Housing Connect magazine. We will ensure appropriate training and support is given to colleagues and that all Housing staff regularly complete Corporate mandatory training. We will use both internal and external training resources to ensure staff training is as up to date as possible. We will carry out training, sharing good practice and case reviews with our staff in team meetings and will ensure support is available for staff through 1:1's and an open-door policy to Team Leaders and Managers.

Equality and Diversity

We are committed to ensuring that we do not discriminate against any of our tenants, and we want to provide excellent service to our tenants. This means that for all our policies and strategies, we will consider any specific issues that might be faced by tenants with vulnerabilities or those in protected groups. We ensure we have regard to our Vulnerability Policy throughout our interactions with tenants and through our policies.

We will make reasonable adjustments to our policies to assist our tenants, wherever possible. We will ensure that we support any individual; irrespective of age, gender, sexuality, disability, race or ethnicity, sex, religion, social background, or any other protected characteristics identified in the Equality Act 2010.

Performance Monitoring

To assist in our continuous improvement, we will use tenant feedback, complaints, and compliments to look for improvements and will involve our Tenants Panel and Council Members in monitoring this.

Review of Policy

This policy will be reviewed every five years unless business need, regulation or legislation prompts an early review.

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