

Tenancy Policy

1.0 Introduction

1.1 In its paper “Local decisions: a fairer future for social housing” the Government introduced the concept of a Tenancy Policy as part of a wider package of social housing reforms.

1.2 The reforms included the introduction of fixed term tenancies and affordable rents, and have been implemented through the Localism Act and changes to the Regulatory Standards. This Policy outlines how Coastline meets these changes.

1.3 This Tenancy Policy is designed to support and complement our mission and vision:

We are a Group led by a charitable housing association. We exist to provide housing for those in need, to help improve the neighbourhoods that people live in, and to provide services that improve the quality of our customers’ lives. We do not seek to make surpluses as an end in and of itself. We make surpluses to support what we do, and all of our surpluses are re-invested back into our charitable work.

2.0 Our Values

2.1 We have four core values which influence everything we do and helped shape the Tenancy Policy. These are:

- Put our customers first;
- Be open, honest and accountable;
- Value each other; and
- Strive to be the best.

3.0 Our Mission and Vision

3.1 We have four core objectives which were developed in consultation with customers and which are key to the Tenancy Policy. These are:

- Great homes;
- Great Services;
- Great People;
- all of which are built on Great foundations.

3.2 **Strategic** – the overarching aims of this Policy are to ensure that:

- Resources are targeted more effectively to those in greatest housing need;
- Customers are offered homes which they can afford;

- We make the best use of the housing stock;
- Meet legal and regulatory requirements;
- We support customers in sustaining their tenancy;
- To create sustainable cohesive communities; and
- Customers have an appropriate home which meets their presenting needs.

3.3 **Operational** - This Policy confirms the types of tenancies that we offer customers and how these tenancies are managed, with a view to sustainability and are appropriate to their needs, whilst ensuring customers have the ability to move home when it best suits them, and that homes are used to their maximum potential.

The Policy sets out how we will review the circumstances of customers and their families, during the final year of their fixed term tenancy and the housing options available to them.

The policy also clarifies how complaints and challenges are dealt with and how we work to minimise tenancy fraud.

3.4 **Consultation** – In developing the initial policy in 2016, consultation with the Local Authority and customers was thorough. This revised tenancy policy reflects the requirements and priorities of Coastlines portfolio of Homes and tenancy types whilst complementing the general principles of Cornwall Council's Strategic Tenancy Policy.

4.0 **Types of Tenancies**

4.1 The Tenancy Standard states that “Registered providers shall issue tenancies which are compatible with the purpose of the accommodation, the needs of the individual households, the sustainability of the community and the efficient use of their housing stock”.

4.2 There are currently 14 tenancy agreements in use across Coastline’s stock, dependent upon when the tenancy was issued and the circumstances of the customer at the time of sign up:

- ***The Assured Tenancy Agreement with full ‘preserved rights’*** - This is sometimes wrongly referred to as a Secure Tenancy Agreement, and was issued to all customers at the time of transfer from Kerrier District Council to Kerrier Homes Trust. A number of contractual rights were added to the tenancy agreement which effectively ‘bolstered’ the assured tenancy agreement to that of the secure tenancy agreement. Such additional rights included the Right to Buy and additional one additional Right to Succeed;
- ***The Assured Tenancy Agreement with ‘preserved rights’*** – From 1998 to 2006, all new customers to Coastline Housing received an Assured Tenancy Agreement with additional rights which did not include the Right to Buy but did include one Right to Succeed;
- ***The Assured Tenancy Agreement with a 12 month Probationary Period*** – In February 2006 a new Assured Tenancy Agreement with a 12

month Probationary Period was agreed by Board and this was issued to all new customers;

- **The Assured Tenancy Agreement** – Following Board approval, the new Assured Tenancy Agreement was issued to any transferring customers from February 2006;
- **The Assured Tenancy Agreement with support clause** – In 2010, in order to confirm specialist supported housing at the 4 support complexes, a support clause was added to the Assured Tenancy Agreement for these homes only;
- **The Assured Shorthold Tenancy Agreement** – For tenancies in supported accommodation, such as Tarn West, the Company has been allowed to offer assured shorthold tenancies. This is because this accommodation is regarded as temporary and a ‘stepping stone’ to permanent accommodation;
- **Licence agreement** – Issued to customers within Coastline’s short term supported accommodation on the basis that the communal facilities are shared;
- **The Fixed Term Assured Shorthold Tenancy Agreement (Affordable Rent)** – For tenancies let on affordable rents for a fixed period of five years;
- **The Fixed Term Assured Shorthold Tenancy Agreement with a 12 month Probationary Period (Affordable Rent)** – Issued to all new customers offered a tenancy on an affordable rent. The probationary period is a periodic assured shorthold tenancy which defaults to a fixed term assured shorthold tenancy for a period of five years (five plus one);
- **The Fixed Term Assured Shorthold Tenancy Agreement (Social Rent)** – For tenancies let on social rents for a fixed period of five years;
- **The Fixed Term Assured Shorthold Tenancy Agreement with a 12 month Probationary Period (Social Rent)** – Issued to all new customers offered a tenancy on a social rent. The probationary period is a periodic assured shorthold tenancy which defaults to a fixed term assured shorthold tenancy for a period of five years;
- **The Miners Court Extra Care Fixed Term Assured Shorthold Tenancy Agreement with a 12 month Probationary Period (Social Rent)** – Issued to all new customers offered a tenancy at Miners Court Extra Care on a social rent. The probationary period is a periodic assured shorthold tenancy which defaults to a fixed term assured shorthold tenancy for a period of five years. There is a clause within the agreement around the charging of the Peace of Mind fee for customers who are or become ineligible for Adult Social Care funding;
- **Heartlands Rent to Buy** – A fixed term assured shorthold tenancy agreement at an affordable rent for a period of 21 months for an overarching period of seven years. Customers are encouraged to save the difference between affordable rent and market rent in order to accumulate sufficient funds for a mortgage deposit; and
- **Rent to Buy** – A fixed term assured shorthold tenancy agreement at an affordable rent for a period of 21 months for an overarching period of 5

years and 3 months (being a period of 3 times 21 months)... Customers are encouraged to save the difference between affordable rent and market rent in order to accumulate sufficient funds for a mortgage deposit and will have the opportunity to purchase the property after five years.

4.3 Our default tenancy agreement is the Fixed Term Assured Shorthold Tenancy Agreement with a 12 month Probationary Period for general needs which was introduced in January 2018 to include all types of Older Person's accommodation.

4.4 Only in exceptional circumstances, with approval from a Director, will the following tenancy types be granted as new tenancies;

- Assured Tenancy Agreement with full 'preserved rights';
- Assured Tenancy Agreement with 'preserved rights';
- Assured Tenancy Agreement with a 12 month Probationary Period;
- Assured Tenancy Agreement; and
- Assured Tenancy Agreement with support clause.

Exceptional circumstances may include;

- A customer's home is highlighted for disposal and the security of their existing tenancy agreement is the only barrier to them moving, releasing the property for disposal;
- A customer is significantly under-occupying a home and the security of their existing tenancy agreement is the only barrier to them moving, releasing the property for another household in need.

4.5 The Localism Act enabled registered providers to grant fixed term tenancies on social rents from April 2012, to enable better management of housing stock and greater mobility for customers.

4.6 All new tenancy agreements include:

- A clause that requires two weeks 'rent in advance';
- For monthly tenancies a clause that requires a month's rent in advance; and
- A clause which enables the tenancy to commence on any day of the week; i.e. the day on which the new customer signs the agreement.

5.0 Lengths of Tenancies

5.1 Following consultation, customers agreed that we should offer fixed term tenancies for a period of five years. Where there is a probationary period, this will be in addition to the five year period, so five plus one. This is irrelevant of the rent product (social or affordable rent).

5.2 Coastline offers two Rent to Buy products, each provide a Fixed Term Assured Shorthold Tenancy on an affordable rent.

- **Heartlands Rent to Buy** – A Fixed Term of 21 months for a duration of seven years (four consecutive terms), after which the customer may purchase the property;
- **Rent to Buy** – A Fixed Term of a 21 months for a duration of 5.25 years (three consecutive terms). After five years, the customer may purchase the property.

5.3 Our homes are advertised through suitable choice-based lettings systems, with the tenancy type, rent and fixed term clearly identified, with the exception of the tenancy types at 5.4 and 5.5.

5.4 Assured Shorthold Tenancies within temporary accommodation are granted for a period of six months. At the end of the six month assured shorthold period, the tenancy will not become an Assured Tenancy. Instead the tenancy will become a rolling monthly tenancy (as defined in the Housing Act 1988, as amended by the Housing Act 1996) unless Coastline has served Notice (under Section 21 of the Housing Act 1988) to end the tenancy. Allocations to these schemes are through Cornwall Housing.

5.5 Licences within supported accommodation are granted for a maximum duration of six months. These allocations are made through Coastline's Homeless Support Service.

6.0 Joint Tenancies

6.1 We will offer joint tenancies to married couples and to couples living as partners only. As 'joint tenants', they are jointly and severally liable for all aspects of the tenancy.

6.2 In the event of one customer in a joint tenancy passing away, the surviving customer will succeed to the tenancy. In the event of one customer in a joint tenancy leaving the tenancy, they will remain jointly and severally liable for the tenancy until such time a valid Notice to Quit is served or a Court Order is obtained by the remaining tenant to remove the other person from the tenancy.

6.3 Joint tenancies will not be allowed for couples who are not living as partners. For example, we will not award joint tenancies to a mother and son, and we will not award a joint tenancy to a couple who have no relationship with each other otherwise.

7.0 Pre-tenancy

7.1 Every possible step is taken to ensure that the prospective customer has the capacity to sustain their tenancy. This will include:

- Undertaking a 'pre-tenancy interview' and risk assessment, to determine whether the new customer is potentially vulnerable and ascertain what support packages are in place;
- Where required, undertaking a formal assessment and where necessary arranging the provision of a support or care package, or specific

counselling prior to sign up. Tenancy counselling may be given by Coastline Housing Ltd staff or by another agency;

- Completion of a satisfactory affordability and credit check;
- Provision of a Customer Handbook and other important information in the Welcome Pack; and
- Discussion with the customers at sign up regarding the legal status of the Probationary Tenancy Agreement.

7.2 Where the new customer is digitally enabled, informational documents provided at sign up are done so digitally on a USB stick. This service will transfer to the customer portal, when launched in 2018.

7.3 In the case of sheltered accommodation, Coastline provides low level intensive housing management to improve tenancy sustainability.

7.4 Customers identified as vulnerable with support needs must have and engage with long term support provision. Customers with unmet support needs will not be offered a tenancy, in accordance with the Lettings Policy.

8.0 Probationary tenancy period

8.1 On the commencement of a new fixed term assured shorthold tenancy, the customer(s) will commence their tenancy with a probationary period for 12 months.

8.2 If at any point during the probationary period of a tenancy there is any cause for concern, as to how the tenancy is being conducted by the customer, Coastline will examine the situation to determine whether it is, or likely to be, appropriate to provide specific assistance, either directly or by referring to other agencies, to enable the customer to sustain their tenancy. Any assistance that is considered to be appropriate by Coastline or other agencies will be provided.

8.3 Probationary Review

8.3.1 Nine months after the commencement of their tenancy all customers are visited to complete a [Probationary Review Form](#) and a property inspection. This visit determines whether the probationary tenancy defaults to a fixed term periodic tenancy.

8.3.2 In the event of Coastline not being able to access the property to undertake this exercise, a Section 21 Notice will be served to terminate the tenancy. Discretion is applied where the customer can evidence that there was a genuine reason for not allowing access, such as being on holiday, or in hospital.

8.4 Extending the probationary period of tenancy

8.4.1 If following the completion of the probationary review, Coastline finds breaches of the tenancy, it may be deemed fit to extend the probationary period.

8.4.2 A probationary tenancy can only be extended once, by a maximum of six months,

making a maximum total of 18 months probationary tenancy for any customer.

- 8.4.3 A recommendation to extend the probationary period of tenancy must include a detailed report detailing the issues leading to the recommendation, indicating the remaining length of probationary period and why it is considered appropriate to extend the probationary period. A Disability Assessment (Justification Prior to Legal Action - Equality Act 2010) Form will be completed by the Tenancy Management Co-ordinator, as part of this process.
- 8.4.5 The Tenancy Manager will only approve the extension of probationary period if they are satisfied that either;
- There is clear evidence of a breach of tenancy, but the issue is not serious enough to warrant possession action and more time is required to enable the customer to resolve the issues; or
 - Allegations or suspicions are held against the customer which are unproven, and more time is required to fully investigate them.
- 8.5 Notice to end a probationary tenancy
- 8.5.1 A recommendation to commence action to end a tenancy by Notice must include a detailed report for consideration by the Tenancy Manager, or another appropriate middle or senior manager in their absence. The report will detail the issues leading to the recommendation, and all actions taken to resolve the highlighted issues. A [Disability Assessment \(Justification Prior to Legal Action - Equality Act 2010\) Form](#) will be completed by the Tenancy Management Co-ordinator, as part of this process.
- 8.5.2 The Manager will only approve the service of a Notice to commence possession proceedings if all appropriate steps have been taken to provide the customer every opportunity to resolve the issues, including the use of external agency involvement where appropriate.
- 8.6 Serving a Notice to end the tenancy or extend the probationary period
- 8.6.1 On serving of the Notice, the customer will be informed in writing of their option to appeal against the decision, within 14 days of the Notice being served. The appeal will be reviewed by an appropriate middle Manager. Every effort will be made to ensure that all aspects of the case are considered at appeal and that the appeal is reviewed before any eviction or extended probationary period has occurred.
- 8.6.2 Where a customer has followed the appeal procedure and has not been successful in that appeal, they will be informed in writing of this decision.
- 8.7 Ending the tenancy
- 8.7.1 The Company will consider the views of our partners and other interested agencies and work to avoid, where possible, the eviction of the customer by ensuring that they have every opportunity to resolve all issues that lead to the service of the Notice.

- 8.7.2 On serving notice, the Tenancy Management Coordinator should ask for consent from the customer about the referral to the Council Housing Options service and which Council they wish to be referred to. If the customer consents, the Tenancy Management Coordinator must then complete the appropriate referral to the relevant Council.
- 8.8 Mutual Exchanges
- 8.8.1 There is no right to undertake a mutual exchange within the first 12 months of the probationary tenancy. Applications will be considered after the initial 12 month period has expired. The [Mutual Exchange Policy](#) provides specific information relating to mutual exchange.
- 8.9 Built in Safeguards – Operating Procedures
- 8.9.1 We will use the same policies and procedures for customers who have a probationary tenancy as for all other customers with fixed term or lifetime assured tenancies. The clear purpose is to ensure that all customers are treated fairly and equally.
- 8.9.2 The migration of a probationary tenancy to a full tenancy is achieved automatically on the first anniversary, unless action has been commenced to either end the tenancy or extend the probationary period. The customer will receive confirmation of this.
- 9.0 Tenancy Sustainability**
- 9.1 Coastline is committed to sustaining tenancies and communities. In letting homes, a range of factors are taken into consideration to establish the suitability of the home for the applicant and whether the applicant is suitable for the home and community, with an emphasis on affordability.
- 9.2 Keys to Coastline
- 9.2.1 Coastline offer a 'Keys to Coastline' package which focuses on ensuring prospective customers have the skills and ability to sustain a tenancy.
- 9.2.2 A critical aspect of 'Keys to Coastline' is delivered through our partner, Cornwall College. Cornwall College deliver a tenancy sustainment course, called 'Trigva'. The course covers key aspects of sustaining a tenancy, including applying for housing, budgeting, managing a home, and being a good neighbour.
- 9.2.3 The Trigva course is a certified course and is open to existing and prospective customers.
- 9.3 Inspiring Futures
- 9.3.1 Coastline's '*if*' project *inspiring futures* is a complete support package and toolkit to enable every Coastline customer to improve their financial wellbeing by accessing support, training, up skilling and opportunities to get back into work..
- 9.3.2 Part of the '*if*' project offers an eight week work placement and training scheme,

supporting people to gain the experience and skills they may require to get back into work, training or volunteering. This is also being extended in 2018 to Coastline Construct which will offer practical work skills on a new housing development site.

10.0 Vulnerable Households

- 10.1 Cornwall Council states that 'a prospective tenant will be considered vulnerable if they are unable to take care of themselves, or protect themselves from harm or from being exploited. This may be because they have a mental health problem, a disability, a sensory impairment, are old and frail, or have some form of illness'.
- 10.2 Coastline take into consideration a number of circumstances in assessing suitability and sustainability before offering a tenancy. Consideration is given to whether the prospective tenant is elderly and/or vulnerable, in accordance with the definition above.
- 10.3 Each case is assessed on its own merits, but in general, vulnerable households will not be offered a fixed term tenancy without a comprehensive support package in place and a commitment from the applicant to engage.
- 10.4 It is recognised and considered during the Housing Options Review, that some customers may have become vulnerable during their fixed term tenancy. In these cases, their circumstances will be reviewed, and appropriate decisions taken in respect of their future housing needs.
- 10.5 Coastline will promote assistive technology options available which may support the person to independently sustain their tenancy. This may be in the form of an alarm service for older or vulnerable customers enabling them to access emergency services 24/7 in the event of an incident.
- 10.6 Customers in Coastline's Older person's accommodation have the provision of OkEachDay with their accommodation. This is a proactive service offered by Coastline to give independence and peace of mind for older or vulnerable customers. Coastline staff react by visiting customers who have not responded to contact attempts from the OkEachDay service when they have failed to activate their phone or device and when nominated family or friend contacts have been unable to confirm the wellbeing of the customer.

11.0 Tenancy Fraud

- 11.1 Coastline adopts a proactive approach to preventing and detecting tenancy fraud. To address potential tenancy fraud, Coastline requests photographic proof of identification before granting a tenancy and takes photographs of the customer at sign up which are uploaded onto the CRM system for future reference. These are used throughout the duration of the tenancy and particularly during home visits to ensure that the occupant/s are in fact the tenancy holder/s. In addition to this Coastline has access to external data to confirm residency.

11.2 There are a number of different types of tenancy fraud which Coastline are proactively monitoring, these being:

11.2.1 Unauthorised subletting

The tenant lets all or part of their home to a third party without the landlord's consent.

This is difficult to identify because the tenant often continues to pay the rent for the property directly to their landlord, but charges the person they are subletting to a much higher rate.

11.2.2 Non-occupation

The tenant uses their home infrequently or lives at a different address, usually with a partner or family. The property is kept for the tenant to return in case their personal circumstances change.

The tenant may also use the property as a base for claiming certain benefits whilst living at a different address.

11.2.3 Key selling

The tenant leaves the property and passes on the keys in exchange for payment. This would present itself as unauthorised occupation after the keys had changed hands.

Fraudulently gaining a tenancy

The tenant provides false information on their application in order to gain a tenancy.

Examples would be providing a false statement when applying to join the housing waiting list or not declaring that they are renting another council or housing provider

It may also be by providing false identification including using false documents or misrepresenting their identity using another persons' documents

11.2.4 Wrongly claimed succession

Wrongly claimed succession is when a tenant dies and someone who is not eligible tries to succeed the tenancy.

Succession will only take place automatically when all the conditions are satisfied after the death of a tenant.

Examples of wrongly claimed succession would be:

- When the occupier has no right to succeed the tenancy because they do not meet the criteria because they do not have the right kind of relationship with the former tenant, or they have not resided at the property for appropriate length of time;
- Succession rights have been exhausted because the former tenant was a successor therefore no further succession can take place.

11.2.5 Unauthorised exchange and assignment

The tenant gives their tenancy to partner or family member who lived in the property with them, without obtaining permission from the landlord.

11.3 Where tenancy fraud is detected, appropriate action will be taken against the tenancy, in accordance with Ground 17 of the Housing Act 1988 and in compliance with the agreed policy.

12.0 Housing Options Review

12.1 Where a customer has a fixed term tenancy, we will contact them at the end of the penultimate year of the fixed term to:

- Confirm the date at which the fixed term comes to an end;
- Review the suitability of the current tenancy; and
- Provide details of the review process.

In the instance of a 'Rent to Buy' scheme, a Housing Options Review will take place at months seven and 14 of each tenancy term.

12.3 Coastline must be satisfied that the customer's financial situation sufficiently indicates their continued need of affordable housing and therefore a proper beneficiary of charity before offering a further tenancy.

12.4 We will apply the following tests to determine the best future housing options. We will:

- Consider the long term viability of the property and whether the property is listed for disposal;
- Consider the ongoing affordability of the property, including completion of an affordability checklist and credit check;
- Take account of the location of the property, and consider proximity to work, schooling, family or other support networks and any special housing requirement related to a disability;
- Consider the size of the accommodation that is needed using the criteria in our lettings policy. Where the property does not match the household requirements we will seek to find alternative accommodation of a suitable size;
- Recognised and take into consideration that some customers may have become vulnerable during their fixed term tenancy. Their circumstances will be reviewed and appropriate decisions taken in respect of their future housing needs
- Ensure there are no tenancy related issues which require resolution or suggest the tenancy is unsustainable.

12.5 Details about the procedure and a copy of the Housing Options Review Form is at Appendix A.

- 12.6 Following the completion of a Housing Options Review, the customer will be informed of Coastline's intentions in relation to a new tenancy at the property.
- 12.7 Coastline may specify appropriate remedial action to be taken in order for a new tenancy to be granted. Where a new tenancy is not to be granted, Coastline will end the tenancy in line with section 13.
- 12.8 On serving notice, the Tenancy Management Coordinator should ask for consent from the customer about the referral to the Council Housing Options service and which Council they wish to be referred to. If the customer consents, the Tenancy Management Coordinator must then complete the appropriate referral to the relevant Council.
- 12.9 Where the tenant does not accept our decision following the Housing Options Review, they may use our complaints procedure to appeal the decision.
- 12.10 A new tenancy agreement will be entered into at the expiry of the FTT.

13.0 Succession and assignment

13.1 Succession

13.1.1 This is the right of an individual to take over the tenancy of a property on the death of the existing tenant.

13.1.2 There are three different types of succession:

- Statutory Right – This is the right laid down in statute. There can only be one statutory succession to a tenancy, and when the tenancy moves to a surviving partner following the death of the tenant, and removing a partner from the tenancy, because they have left the household, for example, count as a Succession;
- Contractual Right – This is the additional rights granted contractually within the tenancy agreement, as highlighted above. There can usually be only one contractual or statutory right of succession; and
- Discretionary Right – This is a succession that may be allowed by Coastline at its discretion. In these cases, the succession would have to be approved by the Homes and Communities Theme Lead.

13.1.3 Tenancies created prior to 20th February 2006 had additional rights which enabled a member of the deceased family who was living with the deceased tenant at least one year prior to the death to succeed. If more than one family member is applicable to succeed they should decide between themselves who is to succeed. If they cannot do this then we will recommend that individuals should seek legal advice.

13.1.4 We will consider all claims to the rights of succession where:

- The tenancy has not previously been succeeded;

- The application is from a joint tenant;
- The application is from a spouse or partner of the deceased tenant who was living at the property as their main and principal home; and
- The application is from another family member where the tenancy was created prior to 20th February 2006.

13.2 Assignment

13.2.1 Assignment is the transfer of the legal interest in a property to another person or persons, including the rights and obligations of a tenancy. The name(s) of the tenants and assignee(s) must be written in full on all documents.

13.2.2 Formal permission must be sought by the applicant(s), and if approved, we will assign tenancies under the following circumstances:

- By way of an approved mutual exchange
- Specified by a Court of Order
- To a person who could have succeeded the Tenancy in the event of the tenant's death.

13.3 We will consider all requests for assignment or succession. Decisions will be based upon the tenancy type and whether any succession right has already been used. All assignments will be made by a "Licence of Assignment" and affected by a "Deed of Assignment". These must be signed by the tenant(s) (the original tenant), the assignee(s) (the proposed new tenant) and witnessed and signed by a Tenancy Management Co-ordinator or legal representative of Coastline. We require a clear rent account before we will consider applications for assignment. In the event of a succession, any rent arrears will be recovered from the deceased's estate where possible and the successor does not have responsibility for rent accrued prior to them succeeding the tenancy.

14.0 Ending a Tenancy

14.1 There are likely to be two circumstances where a Tenancy will come to an end, one being where a customer ends the Tenancy, the other where Coastline ends the Tenancy.

14.2 Customer ending the Tenancy

14.2.1 Assured Shorthold Tenancies within temporary accommodation

Either party (if a joint tenancy) can give notice which will end the tenancy for both tenants. Coastline requires at least four weeks' notice in writing and this must end on a Sunday.

14.2.2 Lifetime tenancy

Either party (if a joint tenancy) can give notice which will end the tenancy for both tenants. Coastline requires at least four weeks' notice in writing and this must end on a Sunday.

14.2.3 Fixed Term tenancy

The customer/s does/do not have a right to end the tenancy within the fixed term. However, if there is a good reason for ending the tenancy within the fixed term period, Coastline may agree to allow the tenancy to end by mutual consent. Our consent must be in writing to do this:

- Sole tenancy: the customer may apply to end the tenancy by giving us at least 28 days' notice in writing. This notice must end on a Sunday.
- Joint tenancy: Both tenants must apply to end the tenancy by giving us at least 28 days' notice in writing. This notice must end on a Sunday.

14.2.4 Coastline may, by mutual consent, waive the requirements regarding notice period. Any waiver will only be valid if confirmed by us in writing. The customer may withdraw notice only with our written agreement.

14.2.5 Customers have a number of responsibilities after giving us notice. Once the customer/s has/have given us notice, and we have agreed that the tenancy may come to an end, they must:

- Allow us access to inspect the property and to show prospective new tenants around during normal working hours if we give reasonable notice,
- Give us their new address,
- Pay all rent and other charges due until the tenancy end date.
- Pay any outstanding re-charges after the tenancy has ended.

14.3 Coastline ending the Tenancy

14.3.1 Assured Shorthold Tenancies within temporary accommodation

Coastline can end these tenancies by using a Section 21 or Section 8 Notice, or both.

14.3.1.1 A Section 21 Notice must always give at least two months' notice to the customer to leave the property. If the customer does not leave the property after the specified date Coastline will apply to Court for possession of the property.

A Section 21 Notice cannot be used within the first six months from the start of the tenancy.

If Notice must be served because of breach of tenancy within the first 6 months from the start of the tenancy, Coastline will serve a Section 8 Notice on the property and apply to Court for possession after the expiry date on the Notice.

Once a Court Order is granted giving possession, the customer should vacate the property. If the customer does not leave, then Coastline will apply for a Warrant for Possession and a Bailiff will assist us with the eviction.

14.3.3 Lifetime tenancy

Coastline will use a Section 8 Notice (also known as a Notice of Seeking Possession) if a customer has broken the terms of the tenancy and apply to Court for possession after the expiry date on the Notice.

- Once a Court Order is granted giving possession, the customer should vacate the property. If the customer does not leave, then Coastline will apply for a Warrant for Possession and a Bailiff will assist us with the eviction.
- 14.3.4 Fixed Term tenancy
- Coastline will issue a Section 21 Notice at least 2 months before the end date of the tenancy if we do not intend to renew a fixed term tenancy.
- If the customer does not leave the property after this date, the tenancy will become a statutory periodic tenancy following the end of the fixed term and another Section 21 will be served to end the tenancy. If the customer still does not vacate the property Coastline will apply to the Court for a Warrant.
- Coastline will use a Section 8 Notice (also known as a Notice of Seeking Possession) if a customer has broken the terms of the tenancy and apply to Court for possession after the expiry date on the Notice.
- Once a Court Order is granted giving possession, the customer should vacate the property. If the customer does not leave, then Coastline will apply for a Warrant for Possession and a Bailiff will assist us with the eviction.
- 14.3.5 On serving notice, the Tenancy Management Coordinator should ask for consent from the customer about the referral to the Council Housing Options service and which Council they wish to be referred to. If the customer consents, the Tenancy Management Coordinator must then complete the appropriate referral to the relevant Council.
- 14.3.6 Ending a tenancy of an abandoned property
- Coastline will use a Section 21 Notice if a customer abandons the property for all tenancy types.
- 15.0 Rents and Service Charges**
- 15.1 For information on our current rent and service charge policies, including the policy for setting rents and rebasing rents, please refer to the Rent Policy and Service Charge Policy.
- 16.0 Complaints and Challenges**
- 16.1 If the customer is unhappy following a decision made relating to this policy, the matter will be processed through the Company's Official Complaints Procedure.

Appendix A

Housing Options Review Form

Explanation to customer

The Housing Options Review is designed to assess the future housing options for fixed term assured shorthold tenants. The various housing options available will be explored, including the suitability of a new fixed term tenancy at the same address.

A number of factors will be taken into consideration before a decision is made. The customer will have the right to appeal the decision, in accordance with the Tenancy Policy and Coastline's Official Complaints Policy.

The housing options available may include:

- Granting a new fixed term assured shorthold tenancy at the same address;
- Granting a new fixed term assured shorthold tenancy at a more suitable address (subject to availability);
- Accommodation through the private rented sector;
- Purchasing accommodation through a Shared Ownership Scheme;
- Purchasing accommodation in the private sector, and/or;
- Signposting to Cornwall Council's housing options team.

The list above is an indication of some of the options available but is not an exhaustive list.

The offering of a new tenancy, whether this be at the same or an alternative address, is always subject to:

- Satisfactory conduct for the duration of the current tenancy;
- Satisfactory management of their rent account for the duration of the current tenancy;
- A satisfactory affordability check;
- A satisfactory credit check;
- Payment of two weeks rent in advance (or one month's rent in advance for monthly tenancies).

Housing Options Review Form

Customer information

	Tenant	Joint Tenant
Name		
Date of Birth		
NI No		
Telephone number		
Mobile number		
Email address		

Other household members

Name	Relationship to the tenant	Date of birth

Next of kin/emergency contact

Name	
Address	
Contact number	

Property Information

Address

Number of bedrooms

Over/under occupied? Yes No

If Yes, give details

Adaptations

Yes

No

If Yes, give details

Occupational Therapist contact details

Tenancy details

Type of tenancy

If social rent, would the Tenancy require conversion to affordable rent?

Yes

No

Tenancy start date:

Tenancy end date:

Minded to Letter date:

NTQ to be served before:

Pets (List below)

Was Coastline's permission granted?

Yes

No

Property suitability

Is the property still suitable for their needs?

Yes

No

If no, why?

Affordability

Affordability check completed? Yes No

Affordability check passed? Yes No

Credit check result

	Action to be taken	Tick
RESILIENT MONEY MANAGER	Satisfactory	<input type="checkbox"/>
VULNERABLE TO FINANCIAL DISTRESS	Liaise with Income Coordinator	<input type="checkbox"/>
CREDIT HUNGRY	Liaise with Income Coordinator	<input type="checkbox"/>
STRETCHED MONEY MANAGER	Liaise with Income Coordinator	<input type="checkbox"/>
CURRENT FINANCIAL STRESS	Liaise with Income Coordinator	<input type="checkbox"/>

Tenancy breaches

Have there been any incidents of ASB? Yes No

Have there been any other tenancy breaches? Yes No

Are there rent arrears or other recharges outstanding? Yes No

If yes, how much?

Are there any unauthorised alterations to the property? Yes No

If "Yes", provide details:

Is there any evidence of damage to the property? Yes No

Are there any signs of hoarding?

Yes No

Are there any unmet support needs?

Yes No

If "Yes" give details, including details of current or previous support CPN/Social Worker etc:

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	Yes	No
Affordability check passed		
ASB concerns		
Arrears		
Other tenancy breaches		
Moderate or major property damage		
Hazardous garden		
Non-permitted installation		
Over/under occupied		

If any of the above criteria highlighted in red are ticked, the Tenancy Coordinator should not be minded to grant a new tenancy at the same address. In some circumstances the Tenancy Coordinator may wish to set conditions in which the customer can address in order for a new tenancy to be granted.

Based on the information obtained from this Housing Options Review, we have agreed to the following (tick as appropriate):

- Grant a new fixed term assured shorthold tenancy at the same address on a social rent
- Grant a new fixed term assured shorthold tenancy at the same address on a social rent on the basis that remedial actions are fulfilled by the customer
- Grant a new fixed term assured shorthold tenancy at the same address on an affordable rent
- Grant a new fixed term assured shorthold tenancy at the same address on an affordable rent on the basis that remedial actions are fulfilled by the customer
- Grant a new fixed term assured shorthold tenancy at a more suitable address
- Signpost to rented accommodation in the private sector
- Signpost to purchasing accommodation through the Shared Ownership Scheme
- Signpost to purchasing accommodation in the private sector
- Signpost to the local authority's Housing Option Team

Name (Tenancy Coordinator)

 Signed

Name (Tenancy Manager)

 Signed

 Date

 Date