

# Tenancy Policy

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## 1. Introduction

- 1.1 This policy sets out A2Dominion's approach to tenancy to help our current and potential customers understand what and how we manage tenancies. We also have a statutory duty to prepare and publish a Tenancy Policy under the Localism Act 2011<sup>1</sup>. We are also required under the Regulator of Social Housing's regulatory standards<sup>2</sup> to share how homes are allocated/exchanged and terms around tenure.
- 1.2 This policy applies to homes for social and affordable rent (also known as General Needs Rented (Social Rent and Affordable Rent) homes, Specialist Housing and Temporary Accommodation only.
- 1.3 We are committed to making best use of our homes. We aim to offer tenancies which are compatible with the purpose of the accommodation, the needs of the individual households, the sustainability of the community (places where the needs of everyone in the community are met, people feel safe, healthy and happy), and the efficient use of our homes.
- 1.4 A2Dominion will take into account relevant local authority tenancy strategies to inform our approach to tenancy and allocating homes.

## 2. Policy aims and objectives

- 2.1 The aims of this policy are to:
  - Make sure our approach to offering and managing tenancies is clear and transparent

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<sup>1</sup> <https://www.legislation.gov.uk/ukpga/2011/20/contents/enacted>

<sup>2</sup> <https://www.gov.uk/guidance/regulatory-standards>

**For a copy of this policy in an alternative format, such as large print or a translation, please contact our Customer Contact Centre by calling 0800 432 0077 or via our website ([www.a2dominion.co.uk/contact](http://www.a2dominion.co.uk/contact))**

- Provide information to existing and prospective tenants (also referred to in this policy as “customers” or “you”) about the type and terms of the tenancy agreement offered.
- Make best use of the homes we manage, taking into account the needs of individual households, the community, and local authority tenancy strategies.

### **The main types of tenancies we offer**

- 2.1 The types of tenancies that we offer are contained in [Appendix 1](#) of this policy document.
- 2.2 A2Dominion will offer the same or equivalent level of security of tenure (i.e. the right to remain in your home after the contractual term ends) for to those tenants who were in social housing on the 1 April 2012 and have remained continuously as social housing tenants since that date.
- 2.3 Where an incoming tenant currently has a secure tenancy granted by a local authority, they will be offered an Assured Tenancy which means you can normally live in the home for the rest of your life.
- 2.4 This does not apply if you’re an existing tenant and you choose to move to accommodation let on affordable rent terms. In these cases, we will move you from an Assured Non-Shorthold to an Assured Shorthold Tenancy providing you first sign a document called a ‘statutory prescribed notice’ acknowledging that you agree to the downgrade (the prescribed form is Form 8 Schedule 2A notice).

## **3. Licence agreements**

**‘No Capacity’ Licence Agreement** for when a person does not does have the mental capacity to enter into a tenancy agreement

- 3.1 If a customer does not have capacity to understand or sign a tenancy agreement (through health or other condition) we may offer them the No-Capacity Licence as this does not require the resident to 'agree' to the document.
- 3.2 The No-Capacity Licence is a means of evidencing our permission for the customer to occupy the accommodation. As it is an agreement for a ‘necessity’ (i.e., it is for a roof over the person’s head) the customer is liable for use and occupation charges for which, if the person is eligible, Housing Benefit should pay.
- 3.3 If a Deputy/Attorney is subsequently appointed for that resident, we can ask the Deputy to sign either a tenancy agreement or a licence agreement on behalf of the customer. Whether the agreement the Deputy is asked to sign is a tenancy or a licence will depend upon the circumstances of the resident (see [Appendix 1](#)).

### **Licence Agreements**

- 3.4 In supported services, if your accommodation is linked to the support you receive, you’ll normally be offered a licence agreement rather than a tenancy.

The licence agreement offered will depend on the type of accommodation which are described as:

- Hostel (excluded) – when the resident does not have exclusive use of occupation and has shared facilities such as kitchen or bathroom.
  - Non-hostel (non-excluded) – when the accommodation is self-contained and residents do not share any communal facilities such as kitchens are bathrooms.
- 3.5 The length of licence agreements in supported properties depend on the length of support that is in place; this is usually between 6 and 24 months.
- 3.6 Short-term licence agreements are used for very short-term accommodations, for example:
- Emergency crash beds in hostels
  - Key worker accommodation where the accommodation is needed for less than 8 weeks
  - When emergency accommodation is required for less than 8 weeks.
- 3.7 It may be appropriate for us to offer a licence or tenancy type outside of the terms of this policy in some circumstances. For example where a household member is in a vulnerable situation by reason of age, disability, illness and households with children. In such cases a tenancy under this policy may not be appropriate for customer needs.

## 4. Right to Rent

- 4.1 We need to check that all new residents have the Right to Rent, meaning that they have the right to remain in the UK. This is a legal requirement. It applies to all customers in the household aged over 18 years.
- 4.2 We also need to check any new members added to your household and may need to check if you move to a different home with A2Dominion.
- 4.3 Please visit [www.gov.uk/prove-right-to-rent](http://www.gov.uk/prove-right-to-rent) for information on how to prove your right to rent.

## 5. Mutual exchanges

- 5.1 If you hold an Assured Non-Shorthold Tenancy, you may have the right to mutually exchange (with permission from the landlord). However, the way a mutual exchange operates will depend upon the tenancy type.
- 5.2 A2Dominion's Mutual Exchange Policy provides guidance, and further information can be found on our website [here](#).

## **6. Succession**

- 6.1 Assured tenants have a statutory right of one succession to a spouse or civil partner (or somebody living with the tenant as a partner) who is residing in the property as their only or principal home at the date of death of the tenant.<sup>3</sup>
- 6.2 We do not offer any further contractual rights of succession for all new tenancies.
- 6.3 In exceptional circumstances, and in its absolute discretion, A2Dominion may agree to make a discretionary offer of a tenancy of the property or other accommodation to a qualifying family member or vulnerable household member. You can find more information about this in in our Allocations Policy and Succession Policy.

## **7. Lodgers and sub-letting**

- 7.1 Your tenancy agreement will specify whether you have the right to take in lodgers, or to sub-let the whole or any part of your home.

## **8. Consultation**

- 8.1 In creating this policy, we have consulted with customers and with A2Dominion's Customer Services Committee. We have also consulted with our Lettings team and the Specialist Housing team on the section in this policy relating to capacity to understand or sign a tenancy agreement. This was to ensure A2Dominion's approach is aligned across different tenures and service areas.

## **9. Equality, diversity, and inclusion**

- 9.1 A2Dominion , our colleagues, partners, stakeholders and contractors are committed to providing services which are relevant and appropriate to the needs of people. We treat others fairly and without discrimination.
- 9.2 We will make sure that all our services relating to this policy are accessible and available for all customers as set out in the requirements of the Equality Act 2010.

## **10. Data protection statement**

- 10.1 The protection of personal data is of great importance to A2Dominion and more than just a legal obligation.

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<sup>3</sup> Statutory succession takes place following the death of a joint tenant where the remaining tenant succeeds to the tenancy. Upon the death of one joint resident, the tenancy automatically transfers to the remaining resident. The legal term for this is 'survivorship'

- 10.2 A2Dominion Group and affiliate organisations are the data controllers registered with the Information Commissioners Office with the following registration numbers:
- A2Dominion Housing Group Limited: Z4843307
  - A2Dominion Homes Limited: Z9799978
  - A2Dominion South Limited: Z7835340
  - A2Dominion Housing Options Limited: Z5412073
  - A2Dominion Residential Limited: Z3391351
  - A2Dominion Developments Limited: ZA103931
  - Pyramid Plus London LLP: Z3594227
  - Pyramid Plus South LLP: Z3594230
- 10.3 Our data protection policy and procedures are governed by the Data Protection Act 2018. We collect and process personal information in order to provide housing services and meet our contractual and legal obligations. All persons authorised to receive personal data are obliged to handle personal data in accordance with applicable laws and regulations at all times.
- 10.4 For information on how we collect, store, process and use customers' personal data, please visit our website on <https://www.a2dominiongroup.co.uk/privacy-and-cookie-policy>.
- 10.5 For employee related privacy statement, please contact our HR team at [hrenquiries@a2dominion.co.uk](mailto:hrenquiries@a2dominion.co.uk).

## **11. Associated documents**

- Allocations Policy
- Mutual Exchange Policy
- Affordable Rent Procedure
- Anti-Social Policy
- Mental Capacity Procedure
- Right to Rent Guidance
- Form 8 Schedule 2A notice

## **12. Appendices**

- Appendix 1: Types of tenancies and decision matrix for new tenancies issued after June 2021



Business Stream	Current Situation / Tenancy type	Tenancy to be Offered									
		Assured	Assured with Probationary Period	Secure	Assured Shorthold (Fixed Term)	Licence (see section 3)	Assured with Starter Tenancy	Assured Shorthold (periodic)	Equitable 3-year fixed term AST with Probationary Period	Corporate Fixed Term Tenancy	Contractual tenancy
	<b>New tenants</b> to A2Dominion with a <b>Secure</b> tenancy from a Registered Provider or a <b>Secure</b> or <b>Flexible</b> tenancy from a Local Authority that commenced after 1 <sup>st</sup> April 2012		X								
	<b>New tenants</b> to A2Dominion (outside of the above criteria)		X								
	<b>Transferring</b> A2Dominion tenant with an <b>Assured</b> tenancy (out of probationary / starter period)	X									
	<b>Transferring</b> A2Dominion tenant with a <b>Fixed Term tenancy</b> (out of probationary period)	X									
	<b>Transferring</b> A2Dominion tenant with an <b>Assured Preserved</b> tenancy**	X									
	<b>Transferring</b> A2Dominion tenant with a <b>Secure</b> tenancy			X							
	<b>New tenants</b> to A2Dominion with an		x								

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Affordable Rent Properties; General Needs	Assured / Assured Preserved / Secure Tenancy										
	New tenants to A2Dominion (outside of the above criteria)		x								
	Transferring A2Dominion tenant with a Secure tenancy***			x							
	Transferring A2Dominion tenant with an Assured tenancy (out of probationary / starter period)	x									
Affordable Rent Properties; General Needs	Transferring A2Dominion tenant with a Fixed Term tenancy (out of probationary period)	x									
	Transferring A2Dominion tenant with an Assured Preserved tenancy**	x									



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		Assured	Assured with Probationary Period	Secure	Assured Shorthold (Fixed Term)	Licence (see section 3)	Assured with Starter Tenancy	Assured Shorthold (periodic)	Equitable 3-year fixed term AST with Probationary Period	Corporate Fixed Term Tenancy	Contractual tenancy
	<b>New tenants</b> to A2Dominion who are <b>under 18</b> ; tenancy will be held in trust								x		
Temporary Accommodation	<b>New tenants</b> nominated to Temporary Accommodation held by A2Dominion							x			
Specialist Housing	<b>New tenants</b> moving into Private Rent (PRS) and Intermediate Rent (IR). Used for majority of tenants moving into Keyworker accommodation.				x						
Specialist Housing	<b>New tenants</b> in Keyworker sites where we are contractually obliged to offer this type of tenancy.							x			
	<b>When a property</b> is let to a company or local authority for use by its directors, employees or other authorised persons.									x	
	<b>New tenants</b> in Student Accommodations where the offer of										x

Business Stream	Current Situation / Tenancy type	Tenancy to be Offered									
		Assured	Assured with Probationary Period	Secure	Assured Shorthold (Fixed Term)	Licence (see section 3)	Assured with Starter Tenancy	Assured Shorthold (periodic)	Equitable 3-year fixed term AST with Probationary Period	Corporate Fixed Term Tenancy	Contractual tenancy
Specialist Housing	accommodation is made by the educational establishment with whom A2D has a nomination agreement. Length is 38, 42 or 50 weeks.										
	<b>New tenants</b> in our Keyworker or supported accommodation where applicants require accommodation for less than 8 weeks.					x					
	<b>New tenants</b> in retirement living services. Starter tenancy for first 12 months (with optional 6 month extension if necessary).						X				
	<b>Residents</b> moving into supported accommodation, where their time in the accommodation is linked to the commissioned support (usually between 6 months and 2 years).					x					
	<b>Resident who</b> lacks capacity to sign a tenancy.					x					

- \* Providing they can demonstrate what their current tenancy type is and that the tenancy was granted prior to 1 April 2012 (the date the Localism Act came into force) or that their current tenancy followed on from a previous Assured / Assured Preserved / Secure Tenancy of a Registered Provider or Local Authority granted prior to 1 April 2012:
  - subject to no break in tenancy (e.g., a tenancy in private rented in-between social housing)
  - this will not cover any ASTs / temporary accommodation / introductory tenancies
  - it will be up to the applicant to provide this proof
  
- \*\* Paragraph to be added to **Offer Letter** for tenants entitled to the Preserved Right to Buy.
  - The PRTB is retained if the tenant moves within the same landlord's stock (owned by) i.e., from A2D South to A2D South
  - The PRTB is retained if the tenant moves from a subsidiary to the Parent Company (owned by) i.e. from A2D South to A2D Group
  - The PRTB is not retained if the tenant moves from one subsidiary to another (owned by) i.e. from A2D South to A2D Homes
  
- \*\*\* If awarding a secure tenancy (at affordable rent) refer to Finance first to confirm with the Rent Officer Service