Westminster Tenancy Policy
(for the City Council’s own housing stock)

Draft for Consultation

October 2012
Westminster Tenancy Policy

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1. Introduction

1.1 This Tenancy Policy applies to Westminster City Council’s own housing stock. A Tenancy Strategy has also been developed to guide all providers of social housing in Westminster in setting policies for their own stock. The Tenancy Policy follows the principles and objectives of the Tenancy Strategy and should be read in conjunction with it.

1.2 The Tenancy Policy gives detail on how the new flexible tenure will be implemented in the City Council’s own stock. It also sets out the City Council’s discretionary succession policy and general approach to tenancy management for all tenants. It complements and should be read in conjunction with a number of existing policies and procedures and the Housing Allocation Scheme.

2. Regulatory requirements

2.1 The regulator (the Homes and Communities Agency) sets out what registered providers should provide for in their tenancy policies with regard to tenure in their regulatory framework. The City Council has broadly followed the same framework in this Tenancy Policy. Full details of the regulatory framework are at http://www.homesandcommunities.co.uk/ourwork/regulation.

3. The types of tenancy that will be granted and tenancy length

3.1 Introductory tenancies
The majority of new City Council tenants will be introductory tenants for the first year of their tenancy in line with the City Council’s Introductory Tenancy Procedure. Their tenancies will become flexible or secure tenancies, provided the introductory tenancy’s conditions have not been broken. All introductory tenants will receive a tenancy agreement setting out the introductory tenancy period and indicating the type of tenancy their tenancy will become at the end of the introductory period, subject to there having been no breach of the tenancy agreement during the introductory tenancy period.

3.2 In some limited circumstances introductory tenancies will not be issued where:
- A flexible tenancy was issued on a non renewable basis (see 3.8 – 3.13)
- The tenant is already a secure or assured tenant.
3.3 **Flexible tenancies**
A flexible tenancy is a form of secure tenancy, which is for a fixed period, and was created under the Localism Act 2011. Although it contains many features of a secure tenancy\(^1\), the main difference is that a secure tenancy can only be brought to an end by the landlord if a court order is granted, and the court considered possession reasonable. With a flexible tenancy, the court has to award the landlord possession as long as the fixed term has expired, the correct notices have been served and any appeal has been considered.

3.4 From the date on which the Tenancy Policy is implemented, the majority of new tenancies offered by the City Council will be flexible tenancies following the completion of a satisfactory introductory tenancy. In some limited circumstances secure tenancies will be offered (see 3.14).

3.5 The majority of flexible tenancies will be for a period of five years. Five year flexible tenancies provide a reasonable degree of security, for example for vulnerable people, and for people with children, while enabling the City Council to make the best use of the housing stock for those in need.

3.6 Most flexible tenancies will be subject to review in line with the renewal criteria (see section 4) unless they are Non Renewable flexible tenancies (see 3.8 – 3.13). It is expected that in the majority of cases a new flexible tenancy will be offered at the same or another address and the City Council will clearly communicate this expectation, and its policy on offering further flexible tenancies. This will help people feel settled in their homes and able to contribute to the community. It will also help people to understand the reasons why, in certain cases, a new flexible tenancy may not be offered.

3.7 There may be exceptional circumstances which may justify granting a flexible tenancy of less than five years. Examples of such types of circumstances are:

3.7.1 *Where the tenant has not kept to an agreement to correct a breach of the tenancy agreement during the flexible tenancy.* This will be addressed at the review meeting, and a new flexible tenancy of two rather than five years will be offered, where the City Council considers a breach of the agreement warrants a term of less than five years being granted. The use of shorter tenancies in these circumstances is intended to help

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\(^1\) For example, a flexible tenant has the right to buy, the right to take in lodgers and the right to be consulted about issues of housing management. A tenant’s rights to carry out improvements will, however, be governed by the specific terms of the tenancy agreement.
reinforce the tenant’s responsibilities under the tenancy agreement and to enable any necessary support to be put in place. Examples of where a shorter tenancy may be offered include where:

- The tenant has not kept to a rent arrears agreement for eight weeks, or has been making irregular payments
- The tenant has received warnings about a breach of the tenancy agreement and there is evidence that the breach is continuing, or
- During the flexible tenancy term the tenancy was demoted (and subsequently reinstated), or
- There is a combination of these or other breaches.

3.7.2 **Where a Non Renewable flexible tenancy was granted** (see 3.8 – 3.13 below).

3.8 *Non Renewable flexible tenancies*
In certain limited circumstances, where the supply of housing stock allows, the Council may offer Non Renewable flexible tenancies. These are intended to provide short term accommodation to people without priority for housing under the City Council’s Housing Allocation Scheme. In these cases, the tenancy is offered to address a particular issue or need, and not to provide long term housing.

3.9 Examples of where a Non Renewable flexible tenancy may be offered include:

- Where they may help people save for a deposit for other housing by virtue of being in low cost housing for a fixed period
- Where they are attached to an employment or training support project
- Where they are intended to provide some transitional housing following a bereavement for discretionary successors, under the discretionary succession policy for flexible tenants (see 7.16).

3.10 The reasons for offering Non Renewable flexible tenancies and the length of the tenancies will change over time. Further instances when they may be granted may be agreed by the Cabinet Member for Housing and Property in the City Council’s annual Supply and Allocation of Social Housing and Low Cost Homeownership report.

3.11 During 2012/13 two year Non Renewable flexible tenancies will be offered, by a direct offer, to a small number of young people participating in the Shepherds Bush Income Project². Through this project, short term accommodation is offered.

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² This project is run by Shepherds Bush Housing Association
with support for employment, education, training and moving on. Young people eligible for the scheme do not have priority for housing under the City Council’s Housing Allocation Scheme.

3.12 Non Renewable flexible tenancies of two years will also be offered during 2012/13 and continuously, by direct offer, to eligible people under the discretionary succession policy for flexible tenancies (see 7.16).

3.13 Non Renewable flexible tenancies may also be used in other circumstances subject to agreement by the Cabinet Member for Housing and Property.

3.14 **Secure tenancies**
Secure tenancies will be granted to:
- People aged 60 or over in community supportive housing for older people (this is also known as sheltered housing)
- Any existing secure or assured tenant where they choose to move to another social rented home, whether with the same or another landlord, or because they need to move due to redevelopment works (this does not apply where tenants choose to move to accommodation let on Affordable Rent terms).

**CONSULTATION QUESTION**
1. How can we ensure new tenants are fully aware of the implications of being a flexible tenant?

**4. Tenancy renewal and ending a flexible tenancy**

4.1 **This section applies to flexible tenancies only.**

4.2 **The review meeting**
A review meeting will be held to consider if a new flexible tenancy will be offered at the same or another property. Review meetings will not be held where the flexible tenancy was offered on the basis that it was non renewable (see 3.8 – 3.13).

4.3 The City Council will endeavour to arrange the tenancy review meeting at least eight months before the flexible tenancy expires and the tenant will be asked to bring all relevant information to the meeting.
4.4 In most circumstances the review meeting will be held with a Housing Manager and the tenant and any support worker, friend or representative the tenant may wish to bring. Tenants must participate in the review and provide any information requested. Every effort will be made to ensure that tenants participate in the review and that they are held in a way that is sensitive to the needs of vulnerable people. This may involve holding meetings in tenants' homes if preferred. The review is intended to be a positive experience for tenants.

4.5 In some circumstances the review meeting can be held without the tenant being present. In these cases the tenant must be living at the property and be unable to participate in the review due to vulnerability or for some other good reason. Instead a support worker, friend or representative of the tenant will attend the review meeting. In any event, this will only occur with the tenant's consent.

4.6 The review meeting will consider:

4.6.1 **The support and advice needs of the household.** Advice may be given on a range of matters including signposting to other council services and employment, training or money advice. Referrals may be made to other council services such as Adults or Children’s Services. The meeting should also be an opportunity for the tenant to discuss any difficulties they are experiencing in managing their tenancy or to report any nuisance or harassment that may have gone unreported.

4.6.2 **Other housing options and the long term housing plans of the tenant and their household.** Advice will be given where appropriate on other housing options the tenant, or members of their household, may be interested in such as; community supportive housing (also known as sheltered accommodation), intermediate housing, the Right to Buy, mutual exchanges or about any housing mobility schemes and in relation to housing in the private rented sector.

4.6.3 **Income and capital.** The combined income and capital of the tenant, their spouse, civil partner or partner will be calculated to establish where market or intermediate housing may be an option. Where appropriate other housing alternatives will be discussed (see above 4.6.2). The tenant may also wish other household income to be taken into account if they are considering other housing options. Where the combined income and capital of the tenant, their spouse, civil partner or partner exceeds the thresholds set down in 8.5, rent increases may apply (see section 8).
4.6.4 Household composition and under occupation or overcrowding. An assessment of the size of property needed will be completed using the City Council’s Bedroom Standard, or any equivalent adopted standard, in the Housing Allocation Scheme, to determine if there is under occupation or overcrowding. The household members included in the assessment will be the same as those included in general registrations for housing in the Housing Allocation Scheme. Friends, lodgers and sub tenants living with the tenant are excluded. If the property is under occupied, in most cases, an alternative property which better meets the tenant’s needs will be offered (see 4.8 – 4.9). If there is overcrowding, a further flexible tenancy at the same address will be issued and advice given about making a transfer application, applying for a mutual exchange and on any other options, such as space saving solutions.

4.6.5 The way the tenancy has been conducted. Any proven breaches of the tenancy agreement and agreements to remedy those breaches will be considered.

CONSULTATION QUESTION
2. How else can we ensure the review meeting is sensitive to the needs of different people, particularly vulnerable people, and that it is a positive experience? What other type of advice and support could be offered at the review meeting?

4.7 Offering a new flexible tenancy
Following the outcome of the review meeting, a new flexible tenancy will be offered to all flexible tenants unless any of the circumstances set out in 4.8-4.10 applies. The new flexible tenancy will be for a further five years unless any of the circumstances set out in 3.7 applies, in which case a two year flexible tenancy will be offered.

4.8 Circumstances where a new flexible tenancy may not be offered at the same property
Where there is under occupation (see 4.6.4), in most cases the tenant will not be offered a new flexible tenancy at the same property and will be offered the opportunity to bid, for a maximum period of six months, for a flexible tenancy at an alternative property, of the size needed. If bidding is unsuccessful, one direct offer of accommodation will be made. Any direct offer will take into account where possible, and subject to the availability of properties, of the tenants’ preferences, support networks and any other relevant considerations.
4.9 This policy with regard to under occupation will not be applied inflexibly and it may be appropriate to offer a new flexible tenancy at the same property where:

- The impact moving could have a serious impact on the health of the tenant or another household member
- The property has been adapted for a disabled person and it would be costly and disruptive to reinstate those adaptations at another property
- The tenant is single and is occupying a one bedroom property and their entitlement is for a studio property
- The household will shortly not be under occupying, for example where dependent children will require separate bedrooms in the immediate future.

4.10 Circumstances where no new flexible tenancy may be offered at any property:

4.10.1 There has been a serious and persistent breach of the tenancy agreement. This will be at a level where it would be deemed reasonable for the City Council to seek possession and where it is deemed reasonable for the court to grant possession. Some examples of persistent breaches include a failure to keep to a rent arrears agreement for a sustained period and causing persistent nuisance (despite repeated warnings in accordance with the City Council’s Anti Social Behaviour Policy). When deciding not to offer a new tenancy at any property, regard will be made to the views of any support agency working with the tenant and their family, the vulnerability of household members and the impact on other household members of not offering any new tenancy. The impact that offering another tenancy may have on neighbours and the community will also be considered where the breach of the tenancy agreement relates to nuisance or anti social behaviour.

4.10.2 The tenant or member of their household has been convicted of serious housing related anti social behaviour in another court, and the offence meets the criteria to trigger any Mandatory Right of Possession. The government at the time of writing this policy is proposing to create a mandatory Right of Possession in some circumstances. This may therefore become the subject of forthcoming

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3 The government has proposed that social landlords have a mandatory right of possession where a housing related offence, relating to anti social behaviour, has been committed by the tenant, or a member of their household, and has been proved in another court. Further information on the proposals is at: www.communities.gov.uk/documents/housing/pdf/2148929.pdf
legislation and guidance. This section of the policy will only be implemented if any such guidance is published and the necessary changes to legislation are made.

4.10.3 Exceptional circumstances exist and consequently the tenant has not participated in the review. This will only be implemented where it would have been reasonable for the tenant to participate in the review and where their non participation is unrelated to their vulnerability.

4.10.4 The tenancy granted was for a non renewable term (see 3.8 – 3.13).

CONSULTATION QUESTION

3. What type of help do people, particularly vulnerable people need to move when they are under occupying?

4.11 Ending a flexible tenancy

Where the flexible tenancy was offered on the basis that a further tenancy may be offered at the end of the term, the decision not to offer a new flexible tenancy at the same or another property will be made by the Area Housing Manager following the review. A Notice of Non Renewal will be served at least six months before the tenancy is due to end setting out:

- That the landlord does not propose to grant a further tenancy on expiry of the term
- Why no further tenancy is being granted
- That the tenant has a right to appeal and how they can do this and the timescales for appealing (see section 5).

4.12 A Notice Requiring Possession will then be served on the tenant giving at least two months notice that possession is required. This can be served at any time until the last day of the tenancy. If the tenant does not move out on the last day of the tenancy, a court order will be applied for to end the tenancy.

4.13 Where the flexible tenancy was offered on the basis that it was a Non Renewable flexible tenancy (see 3.8–3.13), a Notice of Non Renewal will be served at least six months before the tenancy is due to end, setting out that the fixed term is coming to an end, and as the tenancy was offered on the basis of it being non renewable, no further tenancy will be granted. Information will also be provided on the right to appeal (see section 5). A Notice Requiring Possession will be served on the tenant giving at least two months notice that possession is required. This can be served at any time until the last day of the tenancy. If the
tenant does not move out on the last day of the tenancy, a court order will be applied for to end the tenancy.

4.14 Where a flexible tenancy is being ended by the tenant, at least four weeks written notice must be given by the tenant to the City Council. The tenancy will then come to an end on the date provided.

5. Appeals about flexible tenancies

5.1 This section applies to flexible tenancies only.

5.2 Appeals about the length of the flexible tenancy

Following an offer to grant a flexible tenancy, or service of notice by the City Council on an introductory tenant confirming that their introductory tenancy is to become a flexible tenancy, appeals can be made by the tenant on the basis that the length of flexible tenancy does not accord with the Tenancy Policy.

5.3 In line with the requirements of the Localism Act 2011, such an appeal request must be made within 21 days of the tenant receiving the flexible tenancy offer or notice confirming that their introductory tenancy is to become a flexible tenancy. The appeal can be made in writing, over the phone, or by email through the City Council’s website and needs to set out why the tenant considers the tenancy length offered does not accord with the Tenancy Policy. The appeal will be considered within 21 days unless more information is needed to make the decision and could not reasonably be obtained within the 21 days.

5.4 In some cases a face to face meeting with the tenant or prospective tenant may be needed in order to consider the appeal, for example where the full reasons for the appeal cannot be established in writing or over the phone. In these cases tenants will be able to bring a representative. The Secretary of State may issue directions about oral hearings and this policy will incorporate any such directions.

5.5 Whilst the appeal is being considered, the tenant or prospective tenant is expected to move into the property with the tenancy term offered. Any necessary amendments to the length of the tenancy will be made retrospectively, subject to the outcome of the appeal.
5.6 The appeal will be determined by a more senior manager than was involved in the initial decision. The reasons for the decision will be set out clearly in writing. The decision maker can decide to:
- Maintain the original decision
- Offer an alternative flexible tenancy term in line with the Tenancy Policy
- Offer a secure tenancy in line with the Tenancy Policy.

5.7 If the original decision is upheld, the tenant will be informed of how they can challenge the reasonableness of the decision either by making a complaint to the Ombudsman, bringing a claim for Judicial Review or obtaining independent housing advice.

5.8 **Appeals about decisions not to offer a new flexible tenancy at the same or another property**
In line with the requirements of the Localism Act 2011, such an appeal request must be made within 21 days of the date of the service of the Notice of Non Renewal. The appeal will consider if the decision not to offer a new flexible tenancy is in accordance with the Tenancy Policy. The appeal can be requested in writing, over the phone, by email through the City Council’s website and needs to set out why the tenant considers the tenancy length offered does not accord with the Tenancy Policy. The appeal will be considered within 21 days unless more information is needed to make the decision and the information could not reasonably be obtained within the 21 days.

5.9 In some cases a face to face meeting with the tenant may be needed to consider the appeal, for example where the full reasons for the appeal cannot be established in writing or over the phone. In these cases tenants will be able to bring a representative. The Secretary of State may issue directions about oral hearings and this policy will incorporate any such directions.

5.10 The appeal will be determined by a more senior manager than was involved in the initial decision. The reasons for the decision will be set out in writing. The decision maker can decide to:
- Uphold the decision not to offer a further tenancy at the same or another property
- Offer a further flexible tenancy at the same or another property in line with the Tenancy Policy.

5.11 If the original decision is maintained, the tenant will be informed of how they can challenge the reasonableness of the decision by making a complaint to the
Ombudsman, requesting a Judicial Review or obtaining independent housing advice.

**CONSULTATION QUESTION**
4. Does the policy give tenants, particularly those that are vulnerable, adequate ways to appeal?

6. Advice and assistance where a further flexible tenancy is not being offered

6.1 This section applies to flexible tenancies only.

6.2 The type of advice and assistance given will depend on whether no further flexible tenancy is being offered, or if one is being granted at another property due to the tenant under occupying the property.

6.3 If a further flexible tenancy is being offered at another property from the one where the tenant has been living, advice will include general advice on bidding for another property (unless a direct offer is being made), how long it may take before another property is likely to become available and general advice on moving and what needs to be done to prepare for a move. More detailed advice and assistance can be given to suit individual circumstances particularly where tenants are vulnerable.

6.4 If no further flexible tenancy is being offered at any property, a joint approach to advice will be taken across the City Council and will include advice on accessing private rented housing in Westminster and other parts of London. Where there are children in the household Housing and Children’s Services at the City Council may need to be involved.

**CONSULTATION QUESTION**
5. What other type of advice should be available where tenancies are not being renewed?
7. Succession

7.1 This section applies to all tenants both flexible and secure tenants.

7.2 When a tenant dies the tenancy can sometimes be passed on to another member of the family and this is known as succession. There are different succession rights in law for different types of tenancies and this is known as a statutory succession.

7.3 The legal framework for secure tenancies granted before 1st April 2012. The law allows for one statutory succession to either:

- The deceased tenant’s spouse or civil partner provided they were residing with the deceased tenant at the time of their death as their main home, or
- A member of the deceased tenant’s family who had been residing with the deceased tenant for twelve months prior to their death as their main home.

7.4 Family members are defined as; parents, grandparents, children, grandchildren, siblings, uncles, aunts, nephews and nieces and partners. The law does not allow for joint succession, so if there are a number of potential joint successors they need to choose who will take over the tenancy. If they cannot choose, the landlord is able to do so. Where the successor is not a spouse or civil partner but is a member of the family, and the property is too large for them, they can be granted the tenancy of a smaller property which meets their needs.

7.5 The legal framework for secure tenancies granted on or after 1st April 2012 and for flexible tenants. The law allows one statutory succession to a spouse or civil partner of the deceased tenant, who was living with them at the time of the tenants death as their main home.

7.6 Where there is a statutory succession to a flexible tenancy, the tenancy will last until the flexible tenancy ends. The offer of a new flexible tenancy will then be considered in line with the Tenancy Policy (see Section 4).

7.7 Approach to statutory succession
Where the property is too big for the statutory successor, and the law allows it, (see 7.4), the City Council will require the statutory successor to move to an alternative property which meets their needs unless their circumstances are exceptional. Housing need will be assessed in line with the City Council’s
Bedroom Standard, or any equivalent adopted standard set out in the Housing Allocation Scheme. The statutory successor can bid for alternative properties for six months after which if no property is selected a direct offer will be made.

7.8 **Discretionary succession**
In certain circumstances if the tenant dies and there has already been one statutory succession at the property, the City Council may offer a discretionary succession under the discretionary succession policy. There are different discretionary succession policies for different types of tenancies and these are set out in 7.9 to 7.17 inclusive.

7.9 **Discretionary succession policy for secure tenancies**

7.10 To be eligible the applicant must:
- Be a spouse or civil partner of the deceased secure tenant and have lived with them as their main home for a minimum of one year, *or*
- Be a family member defined as; people living together as husband and wife or as civil partners, parents, grandparents, adult children, grandchildren and brothers and sisters who have lived with the deceased secure tenant as their main home for a minimum of five years.

7.11 Where there is more than one person living in the household who is eligible for a discretionary succession, the City Council expects the household to decide who should benefit. Provided that person meets the criteria outlined here, the City Council will generally respect this choice. However, the final decision regarding which household member should benefit rests with the City Council.

7.12 If the discretionary successor is a spouse or civil partner, they will be entitled to remain in the original home. All other discretionary successors will only be able to remain in the original home, if it is the size needed, and this will be assessed under the City Council’s Bedroom Standard, or any equivalent standard set out in the Housing Allocation Scheme. If the discretionary successor is required to move they will be able to bid for an alternative property for six months after which one direct offer will be made.
7.13 **Discretionary succession policy for flexible tenancies**

7.14 This policy does not apply to Non Renewable flexible tenancies (see 3.8-3.13). To be eligible the applicant must:

7.14.1 Be a spouse or civil partner of the deceased tenant and have lived with them at the time of their death, as their main home, for a minimum of one year, or

7.14.2 Be an adult child, brother or sister, or partner (people living together as spouses or civil partners) of the deceased tenant and have lived with them at the time of their death, as their main home for a minimum of five years and

7.14.3 **Have priority to be rehoused under the City Council’s Housing Allocation Scheme**

7.15 Where the criteria above (7.14.1 or 7.14.2 and 7.14.3) is met, a new flexible tenancy will be offered (following the successful completion of an introductory tenancy). This may be at the original home, or another property, depending on the size of property needed which will be assessed under the City Council’s Bedroom Standard or any equivalent standard set out in the Housing Allocation Scheme. If a property, other than the original home is offered the applicant will be able to bid for a period of six months after which one direct offer will be made. Upon expiry of the flexible tenancy a further flexible tenancy may be offered in line with the Tenancy Policy (see section 4).

7.16 Where the criteria in 7.14.1 or 7.14.2, is met but the criteria in 7.14.3 is not met and there is no priority to be rehoused under the Housing Allocation Scheme, the applicant will be made one direct offer of a two year **Non Renewable** flexible tenancy. This is intended to provide the applicant with some transitional short term housing following a bereavement, and is in order to help them plan to move. Upon expiry of the two year flexible tenancy, no further tenancy will be offered.

7.17 Where more than one person is eligible for a discretionary succession, the City Council expects the household to decide who should benefit. Provided that the person meets the criteria outlined here, the City Council will generally respect this choice. However, the final decision regarding which household member should benefit rests with the City Council.
8. Rent increases

8.1 This section applies to all tenants both flexible and secure tenants.

8.2 Pay to Stay
The government is consulting on a national Pay to Stay scheme which proposes that a market rent, or 80% of a market rent, should be charged to social housing tenants with high incomes. The consultation asks for views on different options when rent is increased, and suggests it could be where the combined income of the two highest earners in the household is £60k, £80k or £100k.

8.3 Legislative changes are needed for Pay to Stay to be implemented for secure tenancies in order to make it a requirement for tenants to disclose income information.

8.4 It is the City Council’s intention to participate in the Pay to Stay scheme if it is implemented. However at the time of writing this policy it is unknown if the scheme will be adopted, what the income thresholds will be, whose income will be taken into account in the calculation, and if capital will also be included. The Tenancy Policy, is therefore subject to review in this area, in light of developments with the Government’s proposed Pay to Stay Scheme for all social housing tenants.

8.5 This section applies to flexible tenancies only
If the Pay to Stay scheme is not implemented, rent increases will be applied to flexible tenancies where it is identified at the review meeting, that the combined income of the tenant, their spouse, civil partner or partner⁴ exceeds the following thresholds:
- £63,300 for households living in properties of up to 2 bedrooms
- £77,200 for households living in properties of 3 bedrooms or more

8.6 Capital assets will be included in the income calculation and assumed to generate income.

8.7 These thresholds are subject to review and are the thresholds above which households are not eligible for affordable housing in London through the London Mayor’s Intermediate Housing Service⁵.

⁴ Partners are defined as people living together as spouses or civil partners
⁵ www.firststeps london.org/eligibility.asp
8.8 Rent will be increased to a market rent. Where a market rent exceeds 40% of the net income of the tenant and their spouse, civil partner or partner the rent charged will be capped at 40% of their net income. This is in line with the London Mayor’s Draft Supplementary Planning Guidance which suggests as a guide that affordable housing costs should not be more than 40% of net income⁶.

8.9 Rent increases under this policy will be phased in and the tenant will be given reasonable notice of the increase. The rent level will be reviewed and reassessed annually, to take into account any changes to the income of the tenant and their spouse, civil partner or partner. Rents will revert to social rents if income falls below the income thresholds in 8.5.

9. Communicating the Tenancy Policy

9.1 This section applies to all tenancies.

9.2 Flexible tenancies are a big cultural change from a tenancy which can continue for the life of the tenant. New flexible tenants will be made aware of these changes when bidding, at sign up and at any opportunities throughout the tenancy. They will also be advised that the City Council expects that in the majority of cases a new flexible tenancy will be offered when theirs expires, and this will help people to feel settled in their homes which is particularly important to provide stability to vulnerable people and those with families.

9.3 It is important that tenants fully understand when a new flexible tenancy will not be offered, and the reasons for this, so it does not come as a surprise. The terms of the tenancy will be strongly communicated in an accessible way throughout the tenancy, in face to face meetings and in correspondence with the tenant and also in publications and at estate offices.

9.4 Secure tenants will also be made aware of these changes and of the Tenancy Policy so they understand that these changes will generally not affect them.

9.5 Advice and support agencies will be informed about the Tenancy Policy so they are well placed to give advice to their customers.

CONSULTATION QUESTION
6. How else can we communicate the Tenancy Policy in an accessible way? Who else needs to be informed about the policy?

⁶ http://www.london.gov.uk/sites/default/files/spg-housing-draft.pdf
10. Approach to tenancy management

10.1 This section applies to all secure and flexible tenancies.

10.2 The City Council has over 11,500 social rented properties. New tenancies are granted to a range of people including, homeless applicants, existing tenants that are overcrowded and people with health issues.

10.3 Tenancies are managed by housing managers based in local estate offices or in one of four, larger, area service centres. Tenancy management spans a range of topics. Housing managers are a tenant’s main point of contact and a named contact helps to build relationships with residents and communities.

10.4 There are anti-social behaviour teams which advise specifically on nuisance and crime. They work closely with the police and other agencies to ensure that problems are investigated and where appropriate legal action is taken, to protect other residents.

10.5 Income recovery teams manage rent collection, advising tenants of their rents, helping with benefit applications, making referrals to debt advice and helping tenants to address any arrears which have accrued.

11. Supporting vulnerable tenants and preventing unnecessary evictions

11.1 This section applies to all secure and flexible tenancies.

11.2 The City Council is committed to ensuring that tenants are well informed about their rights, responsibilities and how to access services. A wide range of leaflets are published including a tenant’s handbook. Information is also available on the City West Homes website and newsletters are regularly published. Guidance is published on repairing responsibilities and there are full repair and pest control services. Repairs are reported to a call centre and homes are inspected promptly and any necessary work carried out quickly. Residents are informed of the issues which affect them and their homes and communities though the resident relations teams. The teams also work to ensure residents have a proper say in decision making.
11.3 The Housing Options Service provides advice and assistance to tenants who need to move home quickly if there is an urgent need (for example if their home becomes unsafe).

11.4 Every effort is made to support tenants to sustain their tenancies. Only where a tenant has failed to engage with support services, or the service is unable provide a solution, will possession action be taken.

11.5 Support for new tenants includes:
- Information at the outset on what is expected of them throughout their tenancy. For flexible tenancies this will include information on when a new tenancy will be offered
- Welfare benefit and debt advice
- Visits to introductory tenants within two weeks of the start of their tenancy to ensure they have settled into their new home and to provide more detailed information on available services.

11.6 The information provided to new tenants will be regularly reviewed using feedback from the new tenant satisfaction survey.

11.7 **Support for vulnerable tenants**
Tenants can become vulnerable at any point in their tenancy for a number of reasons such as illness, age or financial difficulties. Ways of identifying vulnerable people and linking them with support will include:
- Frontline staff being trained to signpost vulnerable residents to statutory and voluntary agencies that can offer assistance
- Training for contractors so that they can identify vulnerable tenants and refer concerns to the local estate management team
- Regularly monitoring tenant contact and visiting where there has been none for twelve weeks.

11.8 Referrals are made to the Social Service Departments and other agencies offering support. The type of help which may be offered includes:
- Advocacy Plus for tenants over 60
- A major adaptations scheme so that disabled tenants can remain in their own home
- A service for tenants with social or mental health issues to help them to live independently
- A multi agency Hoarding Advisory Panel which provides specialist help and advice.
11.9 **Financial advice & assistance**
Financial problems are common reasons for tenants losing their homes. A range of measures are in place to assist people to manage their finances and increase household income. These include:
- A debt counseling and welfare benefit advice service. Frontline staff are also trained in welfare benefit and debt advice.
- Close working with Housing Benefit to ensure claims are assessed and paid promptly. Frontline housing staff are trained in housing benefit verification to assist in the completion and submission of claims.
- A wide range of payment methods for service and rent charges.
- Low cost home contents insurance.
- Low cost energy schemes.
- Access to training and employment.
- Resident budgeting and money management advice training courses.

11.10 **Preventing unnecessary evictions**
Ending a tenancy and seeking possession for a breach of tenancy conditions is always a last resort, and is only ever considered after all available support has been offered but has been declined or failed. Much of the support detailed above is designed to provide support at an early stage and prevent eviction. Even once possession is being pursued, support will continue to be offered, and tenants will be clearly advised of the processes being followed, the seriousness of the situation and of their legal rights.

**CONSULTATION QUESTION**
7. How else could vulnerable people be supported?
12. Preventing tenancy fraud

12.1 This section applies to all secure and flexible tenancies.

12.2 The City Council takes tenancy fraud seriously, not only because it can result in the unlawful occupation of council housing, but also because it deprives legitimate applicants (in many cases, families) of a home and results in them staying in costly temporary accommodation. There are three main types of tenancy fraud:

- Obtaining a tenancy by deception
- Subletting the whole of the property
- Fraudulent succession or assignment claims.

12.3 There is a fraud hotline where all types of fraud can be reported anonymously. To prevent tenancies being obtained falsely, photo ID is required as part of the housing application process. New introductory tenants are visited frequently throughout the year to help them settle in and this helps them to understand their tenancy obligations.

12.4 Unannounced tenancy checks are carried out (currently on 33% of the stock) and the proportion is regularly reviewed. These include an ID check of the tenants living at the property, as well as a check of the names and dates of birth of everyone else living there. Additionally pro-active exercises are periodically carried out on certain blocks or estates. A further check on occupation is done through cross referencing the tenant’s signature obtained through gas safety checks with tenancy records. Data matching exercises are also periodically carried out matching the tenancy details held with information from a wide variety of external sources.

12.5 The City Council has a specialist fraud team which undertakes complex housing fraud investigations and assists in improving processes, providing training and helping to identify areas and properties at risk. Once social housing fraud is identified a variety of approaches may be taken depending on the particular circumstances of the case such as possession action, negotiating with the unlawful residents, criminal action (using the Fraud Act) or reletting the property quickly if the keys are returned. The latter may save time and money on court costs.

12.6 The City Council hosts a social housing fraud steering group to oversee the approach to tackling housing fraud which includes private registered provider
representatives. Good practice is shared and areas identified which may be vulnerable to subletting.

12.7 The City Council retains direct contact with residents through local estate offices which helps to build strong links with local communities and knowledge of the people living there. This helps to avoid unauthorised sub lettings. Talks are also given about the importance of reporting fraud with community and residents groups. The Council undertakes social housing fraud poster campaigns and there are frequent newsletter articles reminding people how they can help. Appropriate cases of housing fraud are publicised to raise awareness of fraud and to act as a deterrent.

CONSULTATION QUESTION
8. How can residents be more involved in reporting social housing fraud?

13. Exceptional circumstances

13.1 There may be limited circumstances when the Director of Housing, or duly delegated persons, may exercise discretion in relation to the Tenancy Policy due to exceptional circumstances and will do this by taking into account all the circumstances considered appropriate, including the demand for and supply of accommodation and the general housing circumstances within the City of Westminster.

14. Reviewing the Tenancy Policy

14.1 This Tenancy Policy will be subject to regular review and any changes will be agreed with the Cabinet Member for Housing and Property in the annual Supply and Allocation of Social Housing and Low Cost Homeownership report. Any significant changes will be consulted on and an impact assessment completed.

14.2 The full impact of the Tenancy Policy on different groups of people with protected characteristics under the Equality Act 2010 will not be known until the first tenancies are reviewed. An annual impact assessment on different groups of people will however be carried out using any available information to monitor any impacts.
15. Responding to the consultation

15.1 Please respond by Wednesday 14\textsuperscript{th} November 12 to: Cecily Herdman, Housing Strategy Team, 9th floor City Hall, 64 Victoria Street, London, SW1E 6QP. Telephone: 020 7641 2789. Email cherdman@westminster.gov.uk.