



First Priority Housing Association Tenancy Policy

Scope	The policy applies to all of First Priority Housing Association's tenancies
Policy relates to	Allocations & Lettings Policy Income Management Policy Rent and Service Charge Policy Repairs & Maintenance Policy Anti-Social Behaviour Policy Resident Communication and Involvement Policy
Version	3.0
Release Date	1 April 2024
Responsible Officer	Chief Executive Officer
Review Frequency	No more than 3 years
Review Date	1 April 2027

1. Purpose

1.1. The Tenancy Policy explains First Priority Housing Associations (FPHA) approach to granting tenancies and protecting the tenancy rights of its tenants.

2. Introduction and Aims

2.1. First Priority Housing Association (FPHA) provides supported housing and intensive housing management services to tenants with complex needs. Tenants are referred to FPHA by care operators and local authorities with a package of housing and support needs.

2.2. It is a condition of FPHA's tenancies that tenants engage with and use the support package that is provided to them. FPHA tenants have a range of complex mental health, learning difficulties and physical disabilities and FPHA's homes and services are designed specially to meet these needs.

2.3. FPHA's Tenancy Policy adheres to the Tenancy Standard published by the Regulator of Social Housing and relevant parts of the Regulatory Framework and complies with key legislation including Housing Act 1988, the Housing Act 1996, the Human Rights Act 1998, the Data Protection Act 1998 and the Equalities Act 2010

2.4. The tenancy is the key relationship between FPHA's tenants and the organisation. It governs the rights and responsibilities of both parties and is a fundamentally important document.

2.5. FPHA does not own any properties and therefore does not grant tenancies to tenants which create long term residency or occupational rights as these are incompatible with the leases FPHA has entered into on the properties it leases from third parties. Accordingly, FPHA grants Assured Shorthold Tenancies.

2.6. Assured Shorthold Tenancies are also endorsed by Social Care teams to allow for regular review of the property to ensure that it continues to meet the needs of the tenant. The tenancies are reviewed every 12 months before being extended for a further 12-month cycle.

2.7. The aim of the Tenancy Policy is to provide the most secure form of tenancy that FPHA may grant and to ensure that the tenancy has the greatest chance of being sustained through clear information, support and advice and early intervention to remedy breaches or potential breaches of tenancy conditions.

3. Legislation and regulation

3.1. This Policy has been produced in accordance with the Regulator for Social Housing's Consumer Standards.

4. Rights and Responsibilities

4.1. The tenancy agreement sets out in detail the rights and responsibilities of the incoming tenant and of FPHA.

4.2. FPHA staff or representatives will ensure that new tenants have been made aware of the tenancy agreement and the obligations it imposes on them and what they can expect from FPHA as their landlord.

4.3. FPHA is aware that many of its tenants exhibit a high degree of vulnerability and will make reasonable efforts to provide translations and interpreters where this is required. Where possible, tenancy inductions will be carried out with support workers and staff from other agencies.

5. Rent

5.1. Rents will be reviewed in accordance with our Rent and Service Charge Policy.

6. Tenancy Sustainment

6.1. All tenants once accepted, are required to complete a signed tenancy agreement. This is an Assured Shorthold Tenancy. Copies of the agreement are provided to tenants and their advocates, setting out the conditions they are required to adhere to as part of that agreement. Accessible versions of these conditions can also be provided to support the tenant's understanding.

6.2. It is in the best interest of the tenant and of FPHA that tenancies are sustained for as long a period as possible whilst the tenant is in need of support and housing services. FPHA will ensure tenants are supported to sustain their tenancy in the following ways:

6.2.1. A clear induction which sets out the rights and responsibilities of each party;

6.2.2. A dedicated housing officer who can provide support, advice and assistance on any matter relating to the tenancy;

6.2.3. A proactive regime of visiting and contacting tenants regularly and addressing any issues as soon as they arise rather than allowing them to escalate;

6.2.4. A commitment to working with the tenant and any wider family support they receive;

6.2.5. A commitment to working collaboratively with other agencies and advocates including health, care operators and social workers;

6.3. A commitment to finding solutions to problems and agreeing plans to rectify issues and monitor them closely.

6.4. In the event that a tenant is required to temporarily move to alternative FPHA accommodation due to works on their substantive property, their rights as a tenant under their agreement shall be maintained.

7. Ending a tenancy

7.1. FPHA require 4 weeks' notice to be provided by the tenant or their Appointee to bring their tenancy to an end. There may be situations where a shorter notice period is accepted, for example where there is an urgent need to transfer a tenant due to a change in their care and support needs.

7.2. FPHA will work in partnership with the designated local authority and appropriate agencies to support tenants moving to alternative accommodation where required.

8. Succession

- 8.1. There is not an option to succeed a tenancy as we enter agreements with sole tenants only. Due to the nature of the specialist supported accommodation we provide, we house tenants based on their specific needs which are assessed at the referral stage of each individual application to FPHA properties.

9. Mutual exchanges

- 9.1. FPHA do not offer mutual exchanges to tenants as this is not possible under the terms of the Assured Tenancy Agreements we offer tenants.
- 9.2. Tenancies are also granted based on the assessment of individual needs and their eligibility and suitability for the property they are applying to. It is therefore not appropriate to allow for mutual exchanges given the nature of the service we operate for tenants.

10. Breaches of tenancy

10.1. FPHA will intervene at an early stage when we become aware of emerging or potential breaches of tenancy.

- 10.2. It is a condition of FPHA tenancies that tenants engage continuously with their Care Provider in-line with their Care and Support Plans.

10.3. FPHA views eviction proceedings and repossession of the property as a last resort and is committed to working with tenants to sustain their tenancies. FPHA must balance this commitment to tenancy sustainment with the need to protect the financial viability of the organisation and its duty to protect the rights of other tenants, neighbours and third parties.

10.4. FPHA retains the right to terminate tenancies with a lawful service of a notice of termination (a section 21 notice) but will do so in partnership with other agencies to ensure protection for vulnerable tenants. FPHA commits to work collaboratively with partners and other agencies in the event that breaches of tenancy occur.

10.5. FPHA will take action to rectify breaches of tenancy where the tenant:

10.5.1. consistently fails to pay rent on time, or does not engage with housing benefit to ensure that rent payments are made;

10.5.2. repeatedly or seriously breaches their tenancy agreement due to anti-social behaviour either from the tenant, other occupiers, or visitors to the home;

10.5.3. consistently breaches their tenancy agreement due to damage to the property, failure to allow access for repairs, or health and safety inspections;

10.5.4. fails to engage with the agreed support plan.

10.6. Tenants found to be in breach of their tenancy agreement will be given the opportunity to meet with staff and discuss the situation with their support team and advocates. FPHA will write to tenants specifying the breaches, the actions required to prevent further breaches and setting out the consequences of continuing breaches or failure to remedy the situation. Tenants will be signposted to help and support.

10.7. FPHA will terminate tenancies where there are continuing, unresolved breaches of the tenancy conditions. FPHA will at all times work with social services, support provider and other agencies to assist tenants in finding alternative accommodation.

11. Tenancy fraud

11.1. FPHA will investigate any report or suspicion of tenancy fraud using all the enforcement tools available to us. We will seek possession of the property where tenancy fraud is proven.

12. Service Standards

12.1. FPHA service standards are set out in the tenancy agreement and the accompanying tenant handbook and advice. This information details what services are provided, what the standards are and how to contact the organisation.

13. Equality, Diversity, and Inclusion

13.1. The primary purpose of Specialised Supported Housing is to assist people who might not otherwise be able to obtain and/ or successfully manage accommodation by providing housing and related care and support services suitable to their needs.

13.2. Our Specialised Supported Housing services operate and are tailored to meet the complex needs of people with support needs and/ or disabilities (both mental and physical). FPHA primarily specialise in providing accommodation to people with learning disabilities and complex mental health conditions.

13.3. FPHA assess each individual tenant's needs working in partnership with the designated Care Provider and other advocates in the tenant's wider support network to deliver an effective Intensive Housing Management service to them. We will work with new applicants to develop and deliver the Intensive Housing Management service in a way to meet their individual needs and wants.

13.4. Where practical, FPHA will endeavour to make property adaptations to meet the physical and wellbeing needs of new applicants. This is often done with the engagement of the respective local authority or Care Provider who are best placed to undertake this assessment with us during the referrals process.

13.5. All requirements for tenancies are managed in accordance with this policy, which has been designed to provide assistance and support to vulnerable people. Any allegation that the terms of the tenancy has been treated unfairly on the basis that the tenant is a member of a protected group (defined by the Equalities Act 2010) will be investigated, with the board addressing any matters upheld from that investigation.

13.6. The tenancy agreement requires that tenants do not breach FPHA's Anti-Social Behaviour Policy which enshrines FPHA's approach to protecting people from discrimination, harassment and intimidation.

A full Equality Impact Assessment has been completed and is included within Section 13 of this Policy.

14. Monitoring and Reporting

The Board shall receive a report at least four times per year, stating the number of tenants that are deemed to be in breach of their tenancy agreement, and what action is ongoing to bring the tenancy breach to a resolution. Reporting shall adhere to protecting the personal data of the subject tenant(s).

15. Equality Impact Assessment

16. Protected characteristic		Explanation (if required)	Controls
Is it likely that the policy could have a positive or negative impact on minority ethnic groups? What evidence (either presumed or otherwise) do you have for this?	N		
Is it likely that the policy could have a positive or negative impact due to gender (including pregnancy and maternity)? What evidence (either presumed or otherwise) do you have for this?	N		
Is it likely that the policy could have a positive or negative impact due to disability? What evidence (either presumed or otherwise) do you have for this?	Y	<p>A high proportion of our tenants have a learning disability and or complex mental health issue that effects them everyday. This could create barriers to them being able to apply for and understand the conditions of their tenancy.</p> <p>It has also been identified that this Policy will have a positive impact on this protected group as we provide tenancies and intensive housing management to deliver homes to people that may otherwise struggle to secure and sustain tenancies due to a lack of tailored support.</p>	<p>The Policy references that support will be offered throughout the tenancy to support the tenant.</p> <p>We encourage the support of advocates to act on behalf of the tenant where there are capacity issues.</p> <p>Our contractual agreements with Care Providers also help to ensure well-rounded support is provided to the tenant to support them in sustaining their tenancies.</p>
Is it likely that the policy could have a positive or negative impact on people due to sexual orientation? What	N		

evidence (either presumed or otherwise) do you have for this?			
Is it likely that the policy could have a positive or negative impact on people due to their age? What evidence (either presumed or otherwise) do you have for this?	N		
Is it likely that the policy could have a positive or negative impact on people due to their religious belief (or none)? What evidence (either presumed or otherwise) do you have for this?	N		
Is it likely that the policy could have a positive or negative impact on people with dependants/caring responsibilities? What evidence (either presumed or otherwise) do you have for this?	N		
Is it likely that the policy could have a positive or negative impact on people due to them being transgender or transsexual? What evidence (either presumed or otherwise) do you have for this?	N		
Is it likely that the policy could have a positive or negative impact on people due to their marital or civil partnership status? What evidence (either presumed or otherwise) do you have for this?	N		