



HM-POL-04 Tenancy Licence Management Policy

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1. Background

Framework is an organisation concerned with supporting vulnerable people and preventing homelessness. Framework provides accommodation and support which enables people to maintain their homes and make positive changes to their lives.

Framework is not a general needs housing provider. The majority of accommodation is provided as short-term housing to people who would otherwise find themselves homeless, except where specifically stated.

For the purposes of this document, where the term resident is used, it relates to both tenants and licensees. Where the terms occupant and occupancies are used, they refer to both tenancies and licenses.

2. Key aims and objectives

- a. This policy covers the management of residential occupancy agreements, and the legal relationship between Framework and its occupants.
- b. Tenancy and license management is based upon these key principles:
 - (i) Compliance with requirements set out in the regulatory framework for social housing in England.
 - (ii) Compliance with statutory and contractual duties to occupants set out in relevant legislation
 - (iii) Adoption of best practice
- c. We aim to offer an informative, flexible and responsive service in order to provide occupants with decent, safe and secure living conditions, and a good quality environment in which to live. We will balance this approach as necessary by ensuring that the interests of Framework are also protected. This policy has close links across all our housing management policies and the current occupant agreements in use.

3. Key policy standards

We will ensure:

- a. That residents are aware of their rights and responsibilities in accordance with both the regulatory framework for social housing in England; and also with our own conditions of occupancy as set out in our Tenancy and Licence Agreement
- b. That we act to support and sustain tenancies
- c. That housing circumstances do not become a barrier to our occupiers



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in achieving broader life aspirations

- d. That we make the best possible use of the available stock of social housing, acting responsively and flexibly to meet identified needs

4. Tenure

- a. We will use Assured Shorthold Tenancies (for a fixed term of six months) and licences as part of a wider strategy, enabling Framework to meet its obligations to provide temporary accommodation to vulnerable people and manage risk
- b. Tenants or prospective tenants who wish to appeal or complain about the length of fixed term tenancy offered, the type of tenancy or a decision not to grant another tenancy on the expiry of the fixed term, can do so by following complaints process. However, consideration will always be given to contractual requirements as detailed below
- c. The use of Assured Shorthold Tenancies and licences also enables Framework to meet its contractual obligations, where applicable, to provide supported accommodation on a time-limited basis
- d. Where the stated aim of the scheme is to offer long-term housing, Framework reserves its discretion to grant an Assured Tenancy
- e. There are no circumstances where anybody can acquire third party rights against the tenancy.

5. Beginning an Occupancy

- a. We recognise the importance of establishing a good landlord/resident relationship from the outset. Framework will operate comprehensive sign-up procedures prior to, and at the start of a new tenancy/licence that address all the likely needs of a new resident, including support
- b. All residents will be given a copy of their Tenancy/Licence Agreement (incorporating the conditions of occupancy), and a copy of our resident handbook, both which will be clearly laid out and written in plain language. Translations into other languages are available on request.
- c. In tenanted properties, a 'settling-in' visit by a housing officer will be arranged with the new tenant, in their home, within one month of the tenancy start date to clarify and/or resolve any outstanding matters.

6. Conducting and Managing Occupancies

- a. We will maintain good quality occupancy records and will comply with the policies requirements of data protection and access to information. FHA has separate policies relating to Data Protection.



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- b. We will provide appropriate and accurate advice and assistance to residents about any occupancy management matter, particularly where this could affect residents' rights
- c. As landlord, we have these core responsibilities:
 - (i) To allow peaceful occupation (referred to in legal documents as "quiet enjoyment")
 - (ii) To keep the structure and exterior of properties in good repair
 - (iii) To maintain fittings and installations
 - (iv) To take care of common parts (shared areas within the building)
 - (v) To provide information about our housing management policy
- d. Our residents have the following key rights:
 - (i) To occupy
 - (ii) To information
- e. Our residents have certain key responsibilities that are set out in the Occupancy Agreements, key of which are:
 - (i) To pay rent (tenants) or weekly charge (licensees) and any other relevant charges
 - (ii) To ensure that anti-social behaviour, noise, nuisance or annoyance is not caused to others
 - (iii) To ensure harassment or discrimination is not caused to others
 - (iv) To live at the property as their main and principal home
 - (v) To keep the property clean, tidy and report any repairs

Breaches of these responsibilities will be addressed in accordance with our breach procedure and license action plan procedure.

- f. We will ensure that residents are aware of their rights and responsibilities and what they can expect from us as their landlord
- g. Framework's right to vary the terms of the occupancy agreement will be exercised only after consultation with residents. We will then confirm in writing with an individual resident any change to their occupancy agreement

7. Support

We will

- a. Work with support providers and other agencies to develop a strategic cross-tenure approach to the provision of support services for all people with support needs



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- b. Identify any special needs or vulnerabilities of residents and with their agreement record details on file so that employees can be made aware of these when appropriate
- c. Advise and help low income and vulnerable residents to get assistance with moving and setting up home
- d. Liaise with relevant agencies to secure resettlement support for residents who need it
- e. Ensure that our housing management services are tailored to meet the diverse needs of the communities in which we work
- f. Where an applicant for housing does not have the legal capacity to enter into a tenancy contract, we will require the appointment of a representative to act on their behalf
- g. Where a resident ceases to have the legal capacity to deal with their affairs we will formally seek the assistance of an appropriate representative

8. Joint Tenancies

- a. We will exercise discretion regarding the granting of a joint tenancy and will offer suitable advice to all parties as regards the implications of doing so
- b. We will end a joint tenancy on receipt of suitable notice in writing either from both/all parties or from one party. In the latter case we will investigate the circumstances of the situation including:
 - (i) taking all reasonable steps to inform the other tenant/s of the effects of the first tenant's actions
 - a. asking all parties involved in the joint tenancy to sign a surrender notice
 - b. ensuring that no injunctions or other court orders are in place in relation to the tenancy
 - (ii) In circumstances where either party to the tenancy has been accused of domestic violence and the other party has left the tenancy, Framework reserves the right to seek possession on ground 14A of Schedule 2 of the Housing Act 1988

9. Ending Tenancies, Imprisonment and Abandonment

- a. Article 8 of the Human Rights Act requires that an occupier is given 'respect' for his or her home. Eviction is the highest form of interference



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with that right. The threat of eviction is not much short of it. To avoid an eviction which is unlawful under the Human Rights Act, Framework will demonstrate that

- (i) It is acting in accordance with the law
- (ii) Its actions are in pursuit of a legitimate aim
- (iii) Its actions are both necessary and proportionate

This is dealt with through the Proportionality Assessment completed by Housing Management Service.

- b. We require tenants who wish to end their tenancy to give four weeks' notice as stated in the Tenancy Agreement. All tenancies should be formally surrendered. Framework reserves the right to exercise their discretion to allow a tenant to give less than the minimum notice
- c. The period of notice does not apply following the death of the occupant
- d. Breaches of responsibilities set out in the tenancy agreement by the tenant, will result in FHA taking legal action. Framework will seek to use relevant injunctions where possible to ensure behaviour changes and to avoid eviction. Where injunctions are not appropriate or there is a failure to remedy behaviour, legal action will be taken which may result in the ending of the tenancy. In these cases, the process will be as follows:
 - (i) Serve Notice of Intention to Seek Possession
 - (ii) Claim for Possession
 - (iii) Hearing for Possession
 - (iv) Order for Possession
 - (v) Eviction
- e. Where a sole tenant receives a prison period of custody longer than the period for which housing benefit would normally continue to be paid in support of the rent due, we will advise the tenant of their options



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- f. If a tenant in this situation is unwilling to relinquish their tenancy and/or adequate provision is not made to pay the due rent and/or charges we may take legal action to repossess the premises
- g. Where non-tenants remain in a property following the imprisonment of the tenant, we will seek to remove that non-tenant from the property
- h. Framework recognises that tenants may be away from their homes for an extended time for a number of reasons. However, where Framework believes that the tenant may have abandoned a property, we will take prompt and appropriate action in accordance with legislative requirements

Our approach will ensure that all appropriate checks have been made to establish, as far as is reasonable, that a property has been permanently abandoned before issuing a Notice to Quit. Where there is some doubt about whether a property has been permanently abandoned, we will serve a Notice to Quit and a Notice of Forfeiture.

10. Ending a Licence

Breaches of responsibilities set out in the licence agreement by the licensee, in particular those stated in Section 6 e. of this policy will result in FHA acting which may result in the termination of the licence to occupy. The process will normally be as follows:

- a. Notice of terminating licence to occupy
- b. Court Order (in cases where the licensee does not leave)

It is important to note that Framework uses both Protected and Excluded Licences. In the case of Excluded Licences, Framework may terminate the licence at much shorter notice, and sometimes with immediate effect, for example in the case of seriously violent, disruptive, or threatening behaviour. Details can be found in the licence agreement itself. Framework's License Action Plan procedure should also be referred to.

11. Unlawful Occupation

- a. We will ensure that properties are not unlawfully occupied, investigate promptly, and take legal action as necessary, whilst also providing appropriate advice and assistance where such action may render a person homeless
- b. We will not issue a rent payment card or accept money from any person believed to be in unauthorised occupation of our property



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12. Use of Section 21 Notices

- a. This mandatory ground for possession is started by serving a Section 21 Notice
- b. Framework will use Section 21 Notices to end a tenancy in cases where the behaviour of the tenant is preventing staff or contractors employed by the organisation from carrying out their housing management function
- c. Framework will use Section 21 Notices to end a tenancy in a leased property where the lease is to be terminated
- d. Section 21 Notices will also be used in temporary accommodation when a tenant has declined a move-on option which has been deemed as suitable either by the local authority or other service commissioner, or as part of an agreed move-on plan
- e. Section 21 Notices will also be used where the tenant's support needs can no longer be met by the scheme, or if a tenant no longer meets the criteria laid down for the scheme
- f. In most cases, before issuing a Section 21 notice, we must ensure the following questions can be answered:
 - (i) Has a full review of the tenant's support needs been undertaken?
 - (ii) If the tenant is not engaging in support, has an agreed action plan been put in place, and have non-engagement breach letters been issued?
 - (iii) Does the tenant require another type of accommodation, or accommodation with more or less support?
 - (iv) Has alternative accommodation been identified, or has the tenant refused alternative accommodation?
 - (v) Have other agencies involved in the support or care of the tenant been involved in developing the action plan and kept informed of outcomes?
 - (vi) Where Framework is a managing agent, has the registered provider been informed?



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- (vii) Have copies of the EPC and Gas Safety Certificates been provided to the tenant at the start of the tenancy, and is there documented evidence of this
- g. All of the above must be documented. If skipping these steps, authority must be sought from the Tenancy & Neighbourhood Manager
- h. Before a Section 21 Notice can be served, it must be approved by the Tenancy & Neighbourhood. In order to ensure that the use of a Section 21 Notice is proportionate, either of the above will review the case prior to authorisation. The findings of the review will be documented
- i. A letter must also have been sent to the tenant at least two weeks before service of the Section 21 Notice, informing them of our intention to serve it.

13. Appeals

- a. All residents on tenancies have the right to request a review of the decision to serve notice under a mandatory ground. (See separate Policy & Procedure on review of Housing Management Decisions)
- b. All residents on licenses will have the License Action Plan procedure explained to them including the right of appeal. (See separate procedure for details)
- c. As required, all warnings and notices will include information about appeals processes and the local advocacy and advice services that are available

14. Equality and Diversity

- a. We will ensure that this policy is applied fairly and consistently to all our residents. We will not directly or indirectly discriminate against any person or group of people because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex, or sexual orientation, or any other grounds set out in law and our Equality and Diversity policy
- b. When applying this policy we will act sensitively towards the diverse needs of individuals and communities
- c. When applying this policy we will take positive action to reduce discrimination and harassment in local communities.