

T3 Residential Limited

Tenancy and Tenure Policy

1 Introduction

- 1.1. T3 Residential Limited (“**T3 Residential**”) is committed to offering tenancies in line with legislative and regulatory requirements.
- 1.2. This policy confirms the tenancies that will be offered to tenants of T3 Residential.

2 Legal and Regulatory Responsibilities (not exhaustive)

- 2.1 This policy is aligned with the following legislative and regulatory requirements:
 - Regulator of Social Housing’s Tenancy Standard;
 - Renters’ Rights Act 2025;
 - Housing Act 1988; and
 - Localism Act 2011.

3 Scope and Objectives

- 3.1 The policy applies to our Discounted Market Rent, London Living Rent and social rented properties.
- 3.2 This policy sets out the types of tenancies and occupancy that we will provide and the circumstances to which they will apply.
- 3.3 Reference to tenant throughout this policy includes both tenants where it is a joint tenancy.

4 Our Approach

- 4.1 We will use the tenancies that are compatible with the purpose of the accommodation, the needs of the individual household, the sustainability of the community and the best use of our housing stock.
- 4.2 We will ensure tenants are aware of their rights and responsibilities under the terms of the tenancy agreement when their tenancy commences.
- 4.3 We are aware of the pending changes as introduced under the Renters’ Rights Act 2025. This policy will be reviewed and updated once the changes under the legislation and timelines for implementation have been finalised.
- 4.4 Discounted Market Rent
- 4.5 Tenants of discounted market rent homes will be offered a three-year Assured Shorthold Tenancy. Subject to the tenancy being maintained to a satisfactory standard, we do not anticipate ending the tenancy within the three-year period. Tenants have a right to terminate the tenancy within the three years. Tenancies will be reviewed prior to the end of the three-year period, and it is expected that they would be renewed if income criteria and other tenancy conditions are still being met by the tenant.
- 4.6 Before the end of the tenancy period, we will provide a notice to the tenant in writing stating whether we propose to grant a new tenancy on the expiry of the current tenancy or end the tenancy.

4.6.1 In circumstances where we intend to end the tenancy, we will provide timely advice and assistance on the tenant's housing options, before the ending of the tenancy.

4.7 London Living Rent

4.7.1 Tenants of London Living Rent properties will be offered an assured shorthold tenancy for a minimum of three years.

4.7.2 Before the end of the tenancy period, we will provide a notice to the tenant in writing stating whether we propose to grant a new tenancy on the expiry of the current tenancy or end the tenancy.

4.7.3 In circumstances where we intend to end the tenancy, we will provide timely advice and assistance on the tenants housing options, before the ending of the tenancy.

4.8 Social Rent

4.8.1 New tenants of our social rent homes, will be offered starter tenancy for a period of twelve months, which may be extended for a further six months if the tenancy has not been conducted satisfactorily and has not been ended. Once the tenancy has been conducted satisfactorily for twelve months (or as extended) it will usually convert to a full assured lifetime tenancy.

4.8.2 If, during the period of the starter tenancy, it is appropriate to end the tenancy, we will notify the tenant, commence proceedings to terminate the tenancy and provide timely advice and assistance on the tenant's housing options, before the ending of the tenancy.

4.8.3 Tenants moving to one of our homes, who has an existing assured lifetime tenancy with another registered provider, will be offered a periodic assured tenancy with us.

4.8.4 In situations where a tenant transfers to another social rented property or is permanently decanted to another property within our social rented stock, they will be offered the same security of tenure in the new home.

4.8.5 If a tenant is temporarily decanted to another property, they will be issued a licence to occupy at the temporary home and retain their tenancy at their principal home.

4.8.6 If a tenant is 16 or 17 years of age, they will be issued with an equitable tenancy until they turn 18 years of age. The tenancy is 'held in trust' by a Trustee or guarantor.

5 **Discretionary Succession**

5.1 For our social rented properties, where a tenant passes away, the tenancy can be passed under the rights of succession to a spouse, partner or cohabitee where there has been no previous succession or, in the case of a joint tenancy, to the joint tenant through survivorship.

5.2 Any succession rights will be in line with legislation and the terms of the tenancy agreement. We will only permit one succession, as prescribed in law.

5.3 In circumstances where no one qualifies as a statutory successor, and there is a family member who remains living in the property and it is their sole or principal home, we will review the circumstances and the terms of the tenancy agreement to determine whether those remaining in the home will be granted a new tenancy at the property, a new tenancy at another property or be asked to leave.

5.4 In our decision, we will take into account:

- The relationship to the late tenant;

- Period of occupancy;
- Conduct during the period of occupancy;
- The household circumstances including any vulnerabilities in the household;
- The suitability of the property (size, facilities etc); and
- Qualification under our verification checks (including affordability and Right to Rent checks)

6 **Tenancy Changes**

- 6.1 Sole tenants may request to have a joint tenancy agreement with their spouse, civil partner or cohabitee. We will allow the creation of a new joint tenancy to be created where:
- The additional tenant has resided at the property as their sole or principal home for a period of 12 months;
 - The original tenant has not breached their tenancy and is not in rent arrears;
 - The original tenant has been advised of the implications of entering into a joint tenancy; and
 - The new tenant to be added would qualify for a tenancy e.g. they have the right to rent, they have not been a perpetrator of ASB or other tenancy breaches etc. and passes our verification checks.
- 6.2 The creation of a joint tenancy will be done by the original tenant surrendering their tenancy and a new tenancy being created in joint names. The creation of a new tenancy agreement may result in a change in rent. Tenants will be notified of this prior to a new tenancy being agreed.
- 6.3 Once a joint tenancy has been created, we have no power to 'transfer' the tenancy to one party. Joint tenants cannot transfer, relinquish, surrender or assign their 'part' of the tenancy to the other tenant. They hold the whole of the joint tenancy jointly and severally and do not have a 'part' of a tenancy to 'give away'.
- 6.4 The Courts can order a joint tenancy be made a sole tenancy as part of family proceedings. How this happens in practice depends on the nature of the order made. We will comply with the requirements of any court order.
- 6.5 Unless a Court orders for the tenancy to be changed, we will permit a maximum of one tenancy change.
- 6.6 If one joint tenant informs us that the other has left and requests a sole tenancy, we cannot legally assist. Joint tenants are both responsible for the tenancy, including payment of the rent. If legal action is to be taken both parties should be cited although possession action will only be against the tenant in occupation.
- 6.7 We will consider granting a new sole tenancy if one party of an existing joint tenancy serves a Notice to Quit.

7 **Tenancy Management and Support**

- 7.1 We are committed to supporting our tenants to sustain their tenancies and will take actions to deliver this. This will include:
- Being clear at tenancy start of our expectations, and the obligations of our residents and their rights;
 - Notifying residents as soon as we become aware of any breach of tenancy which means they are at risk of losing their home and advise of the nature and details of the breach(es) and actions they need to take to address the breach(es) and prevent further action;
 - Using eviction as a last resort and being reasonable and proportionate in any legal action taken for tenancy breaches; and

- Signposting to and working with local agencies to ensure that our residents are appropriately supported.

8 **Tenancy Fraud**

- 8.1 We are committed to tackling tenancy fraud to ensure legal compliance.
- 8.2 As part of our allocations process, we will establish and verify the identity of tenants and their household. We will require photo identification for all our prospective tenants to assist us in preventing tenancy fraud.
- 8.3 If a tenant has fraudulently obtained the property, we will take action to terminate the tenancy.
- 8.4 Tenants are required to live in the property as their only or principal home, and this will be confirmed in our tenancy agreements. The agreement also sets out tenants obligations and restrictions in terms of subletting and assignment. During routine visits to our properties, we will check who is occupying the premises.
- 8.5 In the case of an application for succession, we will carry out verification checks on the applicant to ensure that they qualify to succeed to the tenancy.
- 8.6 Where appropriate, and in accordance with the law, we will cooperate with other agencies where tenancy fraud is suspected.
- 8.7 Any reports of suspected tenancy fraud will be investigated, and appropriate action will be taken where cases of fraud are confirmed.

9 **Appeals**

- 9.1 If a tenant wishes to appeal the decision not to grant a new tenancy after the expiry of a fixed term tenancy, they should put their appeal in writing within ten working days of being notified of the decision. This will then be reviewed by Jane Reeves (Regional Director) and the tenant notified of the outcome of the appeal within ten working days.
- 9.2 Complaints about other outcomes of the policy may be raised through our complaints process.

10 **Policy Review**

- 10.1 The board is responsible for ensuring this policy is kept up to date, implemented within the organisation and monitored and evaluated.
- 10.2 The policy will be reviewed when the changes and timeline for the changes under the Renters' Rights Act 2025 are confirmed and an implementation date is confirmed and every two years or more frequently as a result of an incident occurring, feedback obtained, internal/external audits and change in legislation or regulation. This process ensures the policy continues to be appropriate, adequate and effective.

11 **Background Documents**

- 11.1 This policy should be read in accordance with the following policy documents:
- Equality, Diversity and Inclusion Policy;
 - Complaints Policy;
 - Decant Policy;
 - Allocations and Lettings Policy; and
 - Tenancy Verification Policy.

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