

Tenancy Policy

Jigsaw

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1 Aims

1. The Tenancy Policy sets out the framework for the types of tenancies Jigsaw landlords will grant in future and how these will be managed effectively in line with our strategic priorities of building a strong corporate foundation and caring for our customers, assets and neighbourhoods.
2. The Policy will evidence the Group's compliance with our legal and regulatory requirements in terms of tenure. It will form part of our self-assessment against the required outcomes and specific expectations the Regulator of Social Housing (the Regulator) places on tenure as per the Tenancy Standard (2012). - <https://www.gov.uk/government/publications/tenancy-standard/tenancy-standard-2015>

2 Scope

3. This Policy applies to the following landlord associations within the Jigsaw Group:
 - Jigsaw Homes Midlands
 - Jigsaw Homes North
 - Jigsaw Homes Tameside
 - Jigsaw Support (in its capacity as managing agent for stock owned by any subsidiaries of the Group)
4. Any reference to “Jigsaw” in this policy includes any of the landlord organisations in the Group.

3 Policy Statement

5. As a private registered provider of social housing, we provide homes for rent and purchase.
6. The tenure and management of properties let through various home ownership and leasehold schemes are not covered under this Policy because they are subject to specific legal requirements and exempt from the Tenancy Standard.

3.1. Tenure

7. In accordance with the required outcome of the Tenancy Standard, Jigsaw will continue to offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community and the efficient use of our housing stock.
8. The Localism Act 2011 created a statutory requirement that all Local Authorities must publish a Tenancy Strategy by January 2013, setting out the matters to

which registered providers of social housing for its district are to have a regard. In formulating our own Group Tenancy Policy, we have considered the requirements of these Strategies in the areas where we have the most housing stock. The underlying regard for the majority of Local Authorities is that registered providers continue to offer periodic (lifetime) tenancies, as opposed to fixed term tenancies, wherever possible.

9. Jigsaw recognises that periodic tenancies provide more stability for tenants, especially those who are vulnerable or have young children, because they continue indefinitely until something intervenes to bring the tenancy to an end i.e. court order or a valid notice to quit. Therefore, we will continue to grant periodic rather than fixed term tenancies, as follows:

Assured Shorthold Tenancies

10. These are granted under the terms of the Housing Act 1988 and updated by the Housing Act 1996. Assured shorthold tenants have fewer rights than assured tenants and we can regain possession of the property more quickly.
11. Where we let or manage properties for supported accommodation purposes, then we may offer assured shorthold tenancies that do not convert.
12. Where the tenancy has not been conducted satisfactorily members of the Jigsaw Group may take legal action to end the tenancy by serving a notice to seek possession relying on a ground for possession (section 8 of the Housing Act 1988) or without relying on a ground for possession (section 21 of the Housing Act 1988).
13. As above, the tenant will be given an opportunity to request a review of the decision to end the tenancy. We will write to tenants explaining how they can request a review, how the review will be conducted and the time frame involved.

Assured Tenancies

14. These are the most secure form of tenure we offer. The principles of assured tenancies are set out in the Housing Act 1988. We can only regain possession of the property in accordance with specific grounds set out in the Act and we must follow the Ministry of Justice Civil Procedure Rules and Pre-Action Protocol for Possession Claims by Social Landlords, in any possession proceedings.
15. Most starter tenancies convert to an assured tenancy after the probationary period.

Starter Tenancies

16. These are assured shorthold tenancies which automatically convert to an assured tenancy at the end of a probationary period, providing the tenancy has been conducted satisfactorily.
17. We offer most new tenants a starter tenancy in accordance with our Allocations Policy across all Group landlords.

18. However, where a Jigsaw assured tenant is offered another tenancy at the same or different property owned by members of the Group, they will not be expected to complete the probationary period again and will be offered another assured tenancy as opposed to a starter tenancy.
19. Also, in recognition of 2.2.8 of the Tenancy Standard, social housing tenants from other landlords who were an assured or secure tenant on or before 1/4/12 and have remained as such, will be offered an assured tenancy rather than a starter tenancy if they chose to move to a Jigsaw property.
20. The probationary period of a starter tenancy is usually for 12 months, but it can be extended to a maximum of 18 months at our complete discretion. If we decide to extend a starter tenancy we will give the tenant our reasons for doing so and the opportunity to request a review of this decision in compliance with 2.2.4 of the Tenancy Standard.
21. Where a starter tenancy has not been conducted satisfactorily members of the Jigsaw Group may take legal action to end the tenancy by serving a notice to seek possession relying on a ground for possession (section 8 of the Housing Act 1988) or without relying on a ground for possession (section 21 of the Housing Act 1988).
22. As we do not need to prove a ground for possession on service of a Section 21 Notice, Jigsaw will give the tenant an opportunity to request a review of the decision to end the tenancy. We will write to tenants explaining how they can request a review, how the review will be conducted and the time frame involved.

Licence or Occupancy Agreements

23. These are not tenancies, but permission to simply occupy accommodation. It does not give the licensee/occupier any legal interest in the property or land and as such security and rights are limited. These are used infrequently but utilised when someone occupies another property as a decant tenancy.
24. We may offer a licence/occupancy agreement rather than a tenancy where we do not intend to enter into a legal relationship or where there is no right to exclusive occupation of the property i.e. temporary housing.

Legacy Secure Tenancies

25. Jigsaw Housing Group still own and manage a number of secure tenancies created before 15 January 1989. These secure tenancies are afforded specific protection under the Housing Act 1985. No new tenancies of this type will be granted, but special consideration of the individual terms will be made when managing these.

Lodgers and Subletting

26. Customers have the right to take in a lodger provided they obtain written permission from Jigsaw. Even where permission has been granted, we reserve the right to withdraw permission, if the lodger causes a nuisance, annoyance or disturbance to

any other person, or where additional information emerges about the individual's suitability as a lodger.

27. This individual joins the household make up, but is not added to any tenancy agreement.
28. Subletting of the whole or part of the property is not permitted.

Domestic Abuse

29. Where a management move is offered to a person suffering domestic abuse, this will normally be on a 'like for like' basis and where possible, depending on the wishes of the victim, away from their local area. This includes a commitment to offering the same level of tenure to any individual fleeing domestic violence whether that is an existing tenant or someone coming to Jigsaw Homes Group. All victims of domestic abuse will be given priority need for rehousing.

3.2. Sustaining Tenancies

30. In building a strong and corporate foundation, the Group recognises the individual and collective costs of failed tenancies. As such, we will continue to provide solution orientated interventions to assist tenants in sustaining their tenancy and prevent unnecessary evictions. Below are some examples of the interventions we use across Jigsaw, but this list is not exhaustive:
 - Affordability checks prior to offering a new tenancy and when tenancy changes occur.
 - Clear information during sign-up regarding tenancy conditions and the consequences of failing to adhere to them.
 - Early intervention when breaches in tenancy conditions occur, offering customers the opportunity to change as appropriate.
 - Offering tailored support to customers who are showing signs of tenancy failure either through our commissioned services or by sign-posting to other agencies.
31. Jigsaw will continue to ensure that those applying for housing are aware of the tenancy type and the rent payable prior to signing any tenancy, licence or occupancy agreement.
32. As rents are not predicated upon the type of tenancy offered, they are not covered in this Policy. The type of rent, whether it is affordable, social, market etc., is determined in accordance with the Group's Rent Setting Policy.
33. We will continue to provide new tenants with a written agreement that sets out their rights and responsibilities and those of Jigsaw landlords. New tenants will be given the opportunity to ask any questions about the agreement prior to signing it.

3.3. Tenancy Management

34. For the purpose of this Policy, tenancy management is the way in which we deal with customer requests to make tenancy changes.
35. We have many different versions of tenancy, licence and occupation agreements that customers have signed up to since the inception of the legacy organisations that have come together to form the Group. Following the development of the Tenancy Policy we have and will continue to audit these with a view to establishing Group templates for use across all new lettings in future.
36. All tenants and occupiers have occupation rights derived from statute (Acts of Parliament and statutory instruments), common law (court rules) and contract (terms of the written agreement). Statute takes precedence over everything else. We can give additional rights and do so in some of our contracts, but these cannot lessen the rights already given by Statute.
37. The majority of our existing and future tenancies will be starter, assured shorthold or assured and therefore subject to the principles of the Housing Act 1988. The tenancy management of these types of tenancies is covered in this Policy.
38. Some existing tenancies and licence/occupation agreements are governed by different statute and as such will have their own separate policies with regards to tenancy management and are therefore not covered by this Policy, an example would be any secure tenancies originally granted, such as with Adactus, as these would be governed by the Housing Act 1985.

Assignment

39. Assignment is one of the ways a tenancy can be legally transferred from one person to another. When a tenancy is assigned all the rights and responsibilities of the tenancy pass from the original tenant to the new tenant. In accordance with Section 15 of the Housing Act 1988, Jigsaw may either allow or prohibit tenants to carry out assignments.
40. The Regulator makes no specific expectation in terms of assignment, except that we provide tenants with increased choices around mobility i.e. mutual exchange.
41. All our tenancy agreements include details about assignment and whether this is allowed or prohibited. As we have different versions of tenancy agreements these rights are more extensive in some agreements and less so in others.
42. In future, Jigsaw will allow all new assured tenants to assign their tenancy in the following circumstances:
 - Assignment by way of exchange subject to our consent which will not be unreasonably withheld (see section on mutual exchange)
 - Assignment by a court order under Matrimonial Causes Act 1973
 - Assignment to someone who may have been qualified to succeed to the tenancy if the tenant had died subject to our consent which will not be unreasonably

withheld. In deciding whether or not to give our consent we will take account of the personal circumstances of those in occupation, any previous tenancy changes, the conduct of the original tenancy and the best use of our housing stock.

Relationship Breakdown

43. We recognise that relationship breakdown is often contentious and tenants may be in dispute with one another and unable to agree on residency. Also non-tenants may have occupancy rights due to their marital or civil status in law. The Courts have various powers to transfer tenancies and customers will be advised to seek their own independent legal advice if they are in dispute regarding occupation of the property.
44. If the relationship breakdown is due to domestic abuse staff will refer to the Group Domestic Abuse Policy
45. If all tenants are in agreement as to who is to remain at the property, Jigsaw will consider whether the tenancy can be assigned or a new tenancy created at our complete discretion. In exercising this discretion Jigsaw will take account of the personal circumstances of those left in occupation, any previous tenancy changes, the conduct of the original tenant(s)/ occupiers and the best use of our housing stock.

Mutual Exchange

46. In addition to assignment our assured tenants have a statutory right to mutually exchange as per Section 158 of the Localism Act 2011, if their tenancy commenced before 1/4/12. In these cases, the exchange is not done by way of assignment, rather each tenant's tenancy is brought to an end and a new tenancy is granted.
47. However, this right only applies if the tenant they wish to exchange with is a flexible tenant or a certain type of assured shorthold tenant i.e. fixed term. As Jigsaw has never offered flexible or fixed term tenancies then this requirement would only apply if our assured tenant wished to complete a mutual exchange with a tenant from another social housing provider.
48. Periodic assured shorthold and starter tenants have no statutory rights to complete a mutual exchange; neither do they have any contractual rights in any Jigsaw tenancy agreement.
49. We may at our complete discretion allow an assured shorthold or starter tenant to exchange in the same circumstances as assured tenants. The Operations Director of Neighbourhoods will implement this discretion, having regard for the personal circumstances of those in occupation, any previous tenancy changes and the conduct of the original tenant and the best use of our housing stock. In accordance with the required outcome of the Tenancy Standard 1.1.2 and specific expectations 2.1.8, 2.1.9, 2.1.10, 2.1.11; we will continue to enable our tenants to gain access to opportunities to exchange their tenancy with that of another tenant by way of internet-based mutual exchange services.

50. Jigsaw subscribes to an internet based mutual exchange service that permits matches nationwide, allowing our tenants to:
- register an interest in arranging a mutual exchange without paying a fee
 - enter their details and the requirements of the property they hope to obtain
 - receive the property details of suitable matches
51. We advertise the details of this service on our [website](#). If a tenant is unable to register their interest in the scheme because they do not have access to the internet they can contact us for assistance.
52. Our assured tenants who wish to exercise their statutory or contractual right to exchange must notify us in writing and seek our consent, prior to any exchange taking place.
53. Jigsaw will only refuse permission in accordance with the grounds for withholding consent in Schedule 3 of the Housing Act 1985 or Schedule 14 of the Localism Act 2011. We will do this within 42 days of receiving the written request to exchange.
54. We may give our consent to the exchange subject to conditions i.e. clear rent account. Where we give consent with conditions, these will need completing in a specified time frame before any exchange can take place.
55. Where our tenant wishes to exchange with the tenant of another social landlord then all landlords must give their consent prior to any exchange taking place.
56. If the tenant from another social landlord is a flexible or fixed term tenant and becomes a tenant of Jigsaw as a result of mutual exchange, then we will offer them a tenancy of no less security i.e. a periodic assured or starter tenancy.

Succession

57. There are common law rules that govern succession to all tenancies in addition to the statutory provisions of the Housing Act 1988. The death of a tenant does not end a periodic tenancy as it counts as property and automatically passes (vests) on death to the tenant's personal representatives.
58. The deceased tenant's estate is liable for the rent until the tenancy is formally ended or passed on to the beneficiary of the estate. Jigsaw expects the personal representatives to pay rent out of any money, or the value of any property, left by the tenant.
59. Jigsaw will accept notification from the personal representative to end the tenancy on death of the tenant where there is no one left in occupation, on production of a valid death certificate.
60. In the case of joint tenancies, if one of the tenants dies, the tenancy continues in the name of the remaining tenant(s) under the right of survivorship, regardless of the type of tenancy. However, the surviving joint tenant(s) must be living in the property as their only or principle home at the time of death. If this is not the case, the tenancy

ceases to be assured and Jigsaw will commence proceedings to bring the tenancy to an end.

61. The statutory provisions of Section 17 of the Housing Act 1988 (updated by the Localism Act 2011) allow for the deceased tenant's spouse/civil partner or cohabitee to succeed to the tenancy providing they were living in the property as their only or principle home at the time of death and the deceased tenant was not a successor tenant themselves.
62. Where there is no one to statutorily succeed, a tenancy can be passed on under a valid will or the intestacy rules. In these circumstances, Jigsaw will consider the succession rights outlined in the deceased tenant's agreement before seeking possession under Ground 7 of the Housing Act 1988.
63. Where there is no spouse/civil partner/cohabitee to succeed, then another person can only succeed if the tenancy agreement allows for it. For tenancies created on or after 1/4/12 any succession in these circumstances will be classed as a statutory succession. For tenancies created before this date any succession is classed as discretionary and will involve the creation of a new tenancy.
64. The majority of our tenancy agreements pre and post 1/4/12 allow for succession to another person in specific circumstances, but only if the tenancy is assured. These circumstances vary depending on the version of the agreement and the landlord.
65. Jigsaw will continue to allow discretionary succession in compliance with the contractual terms of the deceased tenant's agreement and specific expectation of the Tenancy Standard 2.2.1(i).
66. Where there is no discretionary succession allowed for in the tenancy agreement, we may at our complete discretion consider offering a new tenancy to the person left in occupation. The Operations Director of Neighbourhoods will implement this discretion, having regard for the personal circumstances of those in occupation, any previous tenancy changes, the conduct of the original tenant/insecure occupier and the best use of our housing stock.

Converting Sole Tenancies to Joint Tenancies

67. There is no statutory or contractual requirement for a landlord to change a tenancy once it is up and running. A tenant may request that someone else's name be added onto their tenancy agreement usually as a result of changes to their household i.e. new partner moves in.
68. Once a tenancy is up and running other parties cannot be simply added in. Legally the existing tenancy must be ended and a new tenancy created in joint names.
69. Jigsaw considers that the existing contractual arrangements already in place for tenancy changes are sufficient to give a cohabiting couple strong rights equally and in future requests to change a sole tenancy to a joint tenancy will not be permitted.

3.4. Tackling Tenancy Fraud

70. Jigsaw will take effective action against tenancy fraud in compliance with the specific expectations of the Tenancy Standard 2.2.1 and 2.2.6. We log and monitor tenancy fraud on the Group Fraud register in accordance with our Probity and Anti-Fraud policy.
71. The practice of using social housing for a purpose other than its intended use has been labelled in a range of ways i.e. tenancy misuse, housing fraud, tenancy fraud, unlawful occupancy and unauthorised occupancy.
72. We define it as:
- Unauthorised subletting - the tenant claims to live at the property, but instead lets all or part of it out without our consent.
 - Non-occupation - the tenant claims they are using the property as their only or principal home, but instead uses it infrequently or as a second property.
 - Key selling - the tenant leaves the property and passes on the keys in return for a favour, or in place of a payment, or in exchange for payment. This would present itself as unauthorised occupation after the keys had changed hands.
 - Fraudulently obtaining social housing - the tenant provides false information in order to gain a tenancy by misrepresenting their circumstances or by providing false identification.
 - Wrongly claimed succession - the occupier states they are a person who is entitled to succeed but on investigation they were not in a relationship with the former tenant or a relative, they were not in occupation at the time of the tenant's death and/or they have not resided at the property for the required length of time.
 - Unauthorised exchange and assignment - this occurs when two or more tenants swap their homes, without obtaining permission from the landlord. Unauthorised assignment occurs when the tenant gives their tenancy to someone else and moves out, without obtaining permission from the landlord.
 - Right to buy/right to acquire Fraud - a tenant knowingly provides false information when applying to buy the property they live in under the scheme,
73. Jigsaw will investigate any report of tenancy fraud from any legitimate source.
74. All employees who have contact with customers will be alert to the possibility that a property may be being used fraudulently. In accordance with our Probity and Anti-Fraud Policy, employees will report any misappropriation or misuse of the Group's assets to their Line Manager.
75. Customers will be provided with information on how they can report suspected tenancy fraud on our website.
76. Where the fraud is a criminal offence we will work with the Local Authority and/or police to assist them in bringing about a criminal prosecution.

4 Partnership Working

77. Working with our partners within statutory services and other sectors, we will collectively look to achieve outcomes that support sustainable tenancies, tackle tenancy fraud and prevent homelessness.

5 Monitoring and Delivery

78. There are no Group Key Performance Indicators relating to the Tenancy Policy; however performance will be managed through the tenancy turnover measures within the Neighbourhood plans.

6 Legislation and Regulation

- The Localism Act 2011
- The Housing Act 1988
- Ministry of Justice Civil Procedure Rules and Pre-Action Protocol
- Matrimonial Causes Act 1973

7 Related Policies and Procedures

79. • Group Probity and Anti-Fraud Policy
80. • Group Allocations Policy
81. • Group Rent Setting Policy
82. • Group Data Protection Policy

8 Glossary

83. flexible tenant - is someone who has a secure tenancy but only for a fixed term. The fixed term usually runs for 2 or 5 years.
84. personal representatives - is the collective term for people entitled to administer a deceased person's estate.

9 Document Control

Responsible Officer/s:	Donna Kelly, Group Director of Neighbourhoods & Support Ivan Wright, Assistant Director of Neighbourhoods
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Creating homes. Building lives.

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