

## Tenancy Policy - GreenSquareAccord

<b>Policy Name</b>	Tenancy Policy		
<b>Date Approved</b>	March 2021	<b>Date of Next Review</b>	Feb 23/24
<b>Date of Issue</b>	6 <sup>th</sup> April 2021		
<b>Date of Last Review</b>	February 2021	<b>Review Frequency</b>	2/3 years
<b>Type of document</b>	Policy		
<b>Owner Name Job Title</b>	Sara Woodall, Managing Director (North) Designate		
<b>Approved by</b>			
<b>Linked Documents</b>	Allocation and Lettings Policy and Procedure Income Management Policy Rent and Services Charge Policies & Procedures (Accord AND GS legacy versions) Services to Vulnerable People Policy Assignment Procedure Tenancy Fraud Policy and Tenancy Audit Procedure Eviction Policy Income Management Procedure Starter Tenancy Procedure Fixed Term Tenancy Procedure Succession Procedure Mutual Exchange and Transfer Procedure Equitable Tenancy Procedure Care and Support Accommodation Policy and Guidelines.		
<b>Customer Information Leaflets (where applicable)</b>	To be developed by customer panels		
<b>Forms and Other Links (eg hyperlinks for intranet-based storage of forms and documents and / or legislation or other helpful information)</b>			
<b>Version Number</b>			
<b>Version Control and Revisions</b>			
<b>Version</b>	<b>Page / Para No</b>	<b>Description of Change</b>	<b>Date Approved</b>

# Tenancy Policy - GreenSquareAccord

## Contents

1. Our Mission and Values
2. Overview
3. Aims and Objectives
4. Impact Assessments and Key Considerations
5. Definitions
6. Our Policy
7. Scope of Policy
8. Roles, Responsibilities and Duties
9. Monitoring and Reporting
10. Quality Assurance
11. Communication, Implementation and Training
12. Legal and regulatory framework
13. Information Sharing and Confidentiality

# Tenancy Policy - GreenSquareAccord

## 1. Our Mission and Values

### **BUILDING BETTER LIVES**

We exist to meet the greatest need in society through building better lives. We do this as both as an actively developing and tenant-focused landlord, and as a major provider of care, support and a range of local initiatives to address social injustice and inequality.

We empower people through tenant-led, co-operative and mutual housing – creating diverse neighbourhoods where each individual, family and community has the best opportunities to live independently. Through development we create quality new homes and sustainable communities where people can enjoy happiness, health and prosperity – the vital foundations for successful and fulfilling lives.

Where other services can no longer deliver, when opportunities dry up, when funding is unavailable, we remain the organisation that can and will help the people in the greatest need.

## 2. Overview

It is important that we publish clear and accessible policies, which outline our approach to tenancy management so that our customers know what to expect.

This policy explains the types of tenancies we offer and in what circumstances a particular type of tenancy is likely to be used. It also explains our approach to ensuring sustainability of tenancies (including interventions to achieve this) and preventing unnecessary tenancy evictions, our approach to succession and how we will tackle tenancy fraud. It will also make clear our approach to ending tenancies.

This policy has been prepared and will continue to be monitored in line with the tenancy strategies published by relevant local authorities and with the Tenancy Standard as published by the Regulator of Social Housing (RSH)

This policy applies to tenancies let by us. It does not apply to properties that are sold by way of either a long lease or a shared ownership lease.

This policy applies to customers of Accord Housing Association Ltd and Westlea Housing Association (both trading as GreenSquareAccord) in the following categories: general needs, sheltered, supported housing, temporary accommodation, mortgage rescue, student accommodation, Rent to Home Buy, market and intermediate rent

## 3. Aims and Objectives

- *For our customers and future customers*
  - We will let our homes in a fair, accessible, efficient and transparent way

# Tenancy Policy - GreenSquareAccord

- We will offer our customers the greatest level of security of tenure as possible, whilst making best use of our stock in a local area.
- Once we grant a tenancy, we will do all we can to sustain this. This will include working with internal departments, external agencies and our customers
- We will work to support all customers according to their needs, making specific provision for customers with vulnerabilities
- We will make available options for transfer and exchange
- *For our communities*
  - We will work to tackle and prevent tenancy fraud within our stock.
  - Within our new wider geography GreenSquareAccord will seek to ensure parity of outcomes for our various communities
  - We will help support community cohesion by offering, where at all possible, periodic life-time tenancies rather than fixed-term tenancies
  - We will provide tenancies and terms of occupation which are compatible with the purpose of our housing stock, the needs of the individual, the sustainability of the community and the efficient use of our homes
- *For our stakeholders*
  - We will meet the requirements set out by our regulator.
  - We will work with local authority partners in developing their strategies, in delivering their objectives and in meeting local housing need.

## 4. Impact Assessments and Key Considerations

- Customers

We aim to increase our customer satisfaction levels by retaining and sustaining tenancies, rather than ending them on a fixed term basis

This policy takes account of the diversity of our residents in offering a range of tenancies to suit different customer needs and changing circumstances as well as providing mechanisms to support vulnerable customers

Across GreenSquareAccord, we work in partnership to maximise opportunities in order to achieve value for money and choice of tenure for customers. Customers' options are often limited by affordability so we are able to grant a range of tenancies to help us make most efficient use of our housing stock whilst giving them options which suit their circumstances

# Tenancy Policy - GreenSquareAccord

We will ensure that no person or group of persons will be treated less favourably than another person or group of persons on account of any diversity strand. We will also ensure our residents have fair access to our tenancy service and provide translation services for community languages when required.

## (a) Communities

Tenancy sustainment lies at the heart of our approach to tenancies, offering lifetime tenancies in the majority of cases following successful starter tenancies and options to move through a range of renting and home ownership pathways when circumstances allow. Although we have lifetime tenancies, our approach allows for periodic reviews at tenancy start up and during the tenancy, to ensure that other housing options are made available to customers to release rented accommodation for those in greatest need

- Planet

To support our move to carbon neutrality and to be as responsive to customers' needs as possible we aim to collect email addresses and mobile phone numbers of our customers so we can communicate effectively and with reduced printed paperwork. Our commitment to locality working means we will seek to reduce travel wherever possible

- Governance

Board approval is required for this Tenancy Policy  
We will review this Policy in line with any changes to the Tenancy Standard as published by the RSH and in line with prevailing good practice

As part of our commitment to deliver an economical, efficient and effective service, we will use external benchmarking services and best practice groups to monitor our costs and service outcomes.

We will ensure that in handling the personal data of our customers we will abide by the UK GDPR and Data Protection rules.

- Partners

Across GreenSquareAccord, we will work in partnership to maximise the opportunities for our customers to access good quality homes. Where appropriate to do so we will participate in Choice-Based Lettings (CBL) and nomination arrangements with local authorities in the areas where we operate and we will make available opportunities for transfers and exchanges through our membership of HomeSwapper UK (or alternatives) and in partnership with other registered providers.

# Tenancy Policy - GreenSquareAccord

- People

We will make sure our people are appropriately trained and understand how to implement this policy

We will ensure we have the skills and expertise to conduct most legal work in-house. We will seek external legal support where this is required

## 5. Definitions

*(Please include here the definitions of any key terms and also the full version of any abbreviations used in the document)*

AST	Assured Shorthold Tenancy.
CBL	Choice Based Lettings
CORE	COntinuous REcording of lettings system
FTT	Fixed Term Tenancy.
LHA	Local Housing Allowance
NROSH	National Register of Social Housing
NSP	Notice Seeking Possession
RP	Registered Provider
RSH	Regulator of Social Housing

## 6. Our Policy

- Policy Statement

The introduction of the Localism Act 2011 and reforms to the RSH's Tenancy Standard mean that registered providers no longer have to offer the most secure form of tenancy to customers. They are now able to grant a range of tenancies to help them make the most efficient use of their housing stock.

GreenSquareAccord is committed to making the best use of its stock whilst offering customers security and tenancies most suitable to them and has decided against the use of FFT's rather opting for periodic life-time tenancies where possible.

We are also committed to supporting customers to sustain tenancies but we recognise that there are some circumstances where this is not possible. Where we have exhausted all other options we will seek to follow the appropriate legal remedies for terminating or demoting tenancies.

- Policy Outline

This policy explains what types of tenancies are offered and in what circumstances. It also explains our approach to ensuring sustainability of tenancies (including interventions to achieve this) and preventing unnecessary tenancy evictions, our approach to succession and how we will tackle tenancy fraud. It will also make clear our approach to ending tenancies.

# Tenancy Policy - GreenSquareAccord

- Policy Requirements

It is important that we publish clear and accessible policies, which outline our approach to tenancy management and let people know what they can expect as a customer.

This policy has been prepared and will continue to be monitored in line with the tenancy strategies published by relevant local authorities.

## 7. Policy Scope

This policy applies to customers of Accord Housing Association Ltd and Westlea Housing Association (both trading as GreenSquareAccord) in the following categories: general needs, sheltered, supported housing, temporary accommodation, mortgage rescue, student accommodation, Rent to Home Buy, market and intermediate rent and also covers mutual home ownership co-operatives. It does not apply to properties that are sold by way of either a long lease or a shared ownership lease.

For details of how our properties are allocated, please refer to the Allocation and Lettings Policy.

As per Section 154 of the Localism Act 2011, we will grant social housing tenants a tenancy no less secure than the day this act came into force, providing they have remained social housing tenants since this date, with us or another landlord.

We will offer the following tenures and tenancies:

### 7.1 General needs and older person's accommodation

We offer tenancies on social, affordable and intermediate rents, including tenancies in mutual home ownership co-operatives. We offer weekly / monthly tenancies starting on any day of the week.

#### 7.1 (i) Social and Affordable Rent

##### (a) Assured shorthold tenancies (AST)

Such tenancies will only be granted in exceptional circumstances. For example, where a person's immigration status is unclear and it is not known whether a person has an indefinite right to remain in the United Kingdom. Assured shorthold tenancies are more commonly used in supported housing where the housing is not intended to be permanent or where the support provision is linked to the accommodation, and both are intended to be for a time limited period. This is to aid those projects in supporting as great a number of people as possible and discouraging dependence.

The relevant departmental manager will approve the use of AST's for these projects.

# Tenancy Policy - GreenSquareAccord

AST's will be both fixed term or periodic, for a minimum period of 6 months.

## **(b) Starter Tenancies**

Where a property is let on a social or affordable rent to a person who has not previously held a tenancy granted by us, another registered provider (RP) or a local authority, a starter tenancy will be granted. No-one from another RP who has been a secure or assured tenant as at 1st April 2012 will be granted a starter tenancy. This does not include anyone who has held an assured shorthold tenancy in supported housing.

A starter tenancy is an assured shorthold tenancy within the meaning of section 19A of the Housing Act 1988.

The starter tenancy will usually last for a period of 12 months from the commencement of the tenancy, after which time, if the tenancy has been successful, it will become a fully assured non-shorthold tenancy. During the starter period, the assured shorthold tenancy is capable of being terminated by service of a section 21 notice. In certain circumstances (for example if the customer has breached the terms of the tenancy agreement), the tenancy will not convert to a full assured non-shorthold tenancy and can either be ended or extended for a further period of 6 months.

Details of the circumstances in which a section 21 notice may be served and further information about starter tenancies are found in the Starter Tenancy guidelines.

Assuming there are no tenancy breaches, the AST will be converted into an assured non-shorthold tenancy after 12 or, in exceptional circumstances, 18 months.

If there are any tenancy breaches and these are resolved, we may still convert the tenancy to an assured non-shorthold tenancy. This decision will sit with the relevant operational manager.

## **(c) Assured Non-Shorthold Tenancies**

In all cases other than where a social rent property is to be let on a starter tenancy, we will grant an assured non-shorthold tenancy (sometimes known as a lifetime tenancy).

Whilst an assured non-shorthold tenancy offers customers a lifetime tenancy if they conduct the tenancy satisfactorily, we will conduct tenancy reviews periodically during the tenancy to monitor how the tenancy is running and to consider whether it is still the most appropriate form of housing for the customer. This will give customers the opportunity to discuss any issues they may have. The customer is expected to take part in the review to ensure we are making best use of our stock.

## **(d) Fixed Term Tenancies**

These will be offered to customers moving to a property within a regeneration area, where the property is expected to be demolished within 2-4 years. These will be



# Tenancy Policy - GreenSquareAccord

issued for a minimum of two years and only in local authority areas which consent to their use.

At the end of the FFT, dependant on the customer's circumstances, we may allocate another tenancy. This may be the same tenure type, or a Starter tenancy and may be in a different location or a different property size to assist us in making best use of our stock.

If the resident's situation means they can access accommodation elsewhere, we will not usually grant a new tenancy. Instead we will offer advice and assistance and refer the customer to other providers.

We provide an appeals process for customers who may appeal or complain about the length of a fixed term tenancy offered, the type of tenancy offered and against a decision not to grant another tenancy on the expiry of the fixed term.

## ***(e) Equitable Tenancies***

These are used for customers under 18 years of age. Legally a person under this age cannot hold an estate in land, which includes a tenancy. A 'deed of trust' will therefore need to be completed for which two adults will act as trustees, generally a parent, guardian or professional working with the young person. One of these trustees will also act as guarantor to the tenancy.

### ***7.1 (ii) Intermediate Rent***

We let a number of properties on an intermediate rent basis. Intermediate rent customers will be granted an assured shorthold monthly tenancy, which will continue from month to month until brought to an end in accordance with the terms of the agreement.

### ***7.1 (iii) Mutual Housing Co-operatives***

Tenants of fully mutual co-operatives will have a co-operative contractual tenancy. The terms of these tenancies are set by the co-operatives themselves, in accordance with the lease arrangement between the owning body and the co-operative, which confers full management rights. This policy does not apply to fully mutual co-operatives who procure management services from us.

### ***7.1 (iv) Secure Tenancies***

Whilst we no longer offer these, we do have some legacy secure tenancies – some of whom have the preserved Right to Buy (the former North Wiltshire Council tenants) and some of whom do not have the RTB (tenancies which were granted by legacy organisations with charitable status)

### ***7.1 (v) Temporary Accommodation Licence***

These will be used when existing residents are decanted during emergency or planned work to their home.

# Tenancy Policy - GreenSquareAccord

## **7.1 (vi) Temporary Accommodation**

For these tenures we will use:

- Contractual weekly periodic tenancy – where a resident has exclusive use of a property;
- Excluded licence agreement will be awarded where the resident shares facilities and does not have exclusive use of a property.

## **7.1 (vii) Mortgage Rescue, Rent to Home Buy, student accommodation and market rent tenancies**

An AST (fixed term or periodic) will be granted due to the non-secure nature of these tenures. This will be for a minimum period of six months.

## **7.2 Tenancy and occupancy agreements in care & support**

We may grant assured shorthold tenancies, licences or excluded licences in respect of care and support units. In exceptional cases, assured non-shorthold tenancies may be granted. Details of which types of occupancy agreement is used on a scheme by scheme basis is detailed in the Care and Support Accommodation Policy and Guidelines.

### **7.2 (i) Assured Shorthold Tenancies**

An AST will normally be granted where the accommodation offered is a self-contained property (i.e. with its own kitchen, bathroom, bedroom), the tenant has exclusive possession and where GreenSquareAccord does not need to move the customer between properties.

We will grant weekly or monthly AST's dependant on the service. The requirement in the Tenancy Standard to grant assured non shorthold tenancies or fixed term tenancies of no less than five years is not applicable to care or support units as that particular clause only applies in respect of general needs tenancies.

We are not required to grant assured non-shorthold tenancies to care and support customers and given the nature of the accommodation occupied, the changing needs of the occupiers and the requirement to be able to respond to customers as needs change, means that it is not appropriate that the level of security offered by an assured non-shorthold tenancy be granted.

We recognise that the Tenancy Standard requires those individuals who have held assured non-shorthold tenancies (either with us or with another registered provider) but who need to move properties because of their needs, to be granted a tenancy with no less security. Where this situation arises, we will grant those individuals a further assured non-shorthold tenancy.

# Tenancy Policy - GreenSquareAccord

An AST is capable of being terminated by service of a section 21 notice.

Details of the circumstances in which a section 21 notice or NSP may be served are set out in the Care and Support Accommodation Guidelines.

## **7.2 (ii) Protected licences**

A licence offers less security than an AST but licensees have the security of the Protection from Eviction Act 1977. This prevents a licensor terminating licensee's occupation without having given 28 days' notice and if necessary (where the licensee does not vacate at the expiry of the notice) obtaining a court order for possession.

We will grant licences where the occupier does not have exclusive possession and where we need to be able to move the licensee to a different property at any time. Licences continue to be weekly and can begin on any day of the week.

Details of the circumstances in which a licence may be terminated are set out in the Care and Support Accommodation Guidelines.

## **7.2 (iii) Excluded Licences**

An excluded licence can only be granted in a limited number of circumstances as set out in section 3A of the Protection from Eviction Act 1977 and we will only grant excluded licences in such situations. We will normally only grant an excluded licence where the property falls within the definition of a hostel which is defined in section 622 of the Housing Act 1985 as: (a) residential accommodation otherwise than in separate and self-contained sets of premises; and either board or facilities for the preparation of food adequate to the needs of those persons or both.

An excluded licence offers the least security to the customer and they do not have the protection of the Protection from Eviction Act 1977. The customer's occupation can be terminated on reasonable notice, which in some circumstances may be as little as 24 hours. We reserve the right to enter and move an occupier to another property. It is important that excluded licences are not granted in situations where an AST or protected licence is required because this could result in an unlawful eviction.

Excluded licences are used where we need to be able to move customers on as their needs change and where long-term occupation is not intended.

Excluded licences continue to be weekly and can begin on any day of the week.

Details of the circumstances in which an excluded licence may be terminated are set out in the Care and Support Accommodation Guidelines.

## **7.3 Tenancy Sustainment**

**7.3 (i)** We are committed to working with vulnerable tenants to ensure sustainability of tenancies, both when granting a tenancy agreement and during the term of that tenancy. Appropriate advice and assistance will be offered during the customer journey from pre-tenancy to end.

# Tenancy Policy - GreenSquareAccord

We will undertake a comprehensive single assessment of prospective and existing tenants' ability to sustain a tenancy. The assessment takes account of all household circumstances and the contributing factors leading to the risk of tenancy failure.

The assessment takes into account a household's:

- Financial confidence
- Digital engagement
- Employability and work readiness skills
- Health and well being

**7.3 (ii)** Support will be offered by colleagues or referrals made to engage the necessary support externally with the ultimate aim of maintaining a successful tenancy.

We will work with and refer residents to partner agencies in providing debt and benefit advice and accessing affordable credit.

Eviction is a last resort. We will only apply for possession of a property when all other options are exhausted. Please refer to the Eviction Policy. If tenants do not choose to engage with us to resolve breaches of their tenancy, we will take appropriate enforcement action or intervention.

## **7.4 Ending a tenancy**

### **7.4 (i) Assured Shorthold Tenancies**

The Association can terminate an AST in one of two ways:

- By service of a notice under section 21 of the Housing Act 1988 (a section 21 notice)
- By service of a notice seeking possession (NSP) under section 8 of the Housing Act 1988

#### **A Section 21 notice**

This gives us a mandatory ground for terminating an AST; in other words, we do not need to prove a breach by the tenant. Provided the correct procedure is followed, the court must grant an order for possession.

A section 21 Notice must give a tenant no less than two months' notice to terminate (and for tenancies granted before 1 October 2015 which have not been terminated before 1 October 2018, the two months' notice must expire at the end of a period of the tenancy).

A section 21 notice cannot be served within the first four months of the tenancy commencing and cannot take effect before the expiry of six months from commencement. An order for possession under section 21 cannot take effect until six months after the tenancy start date.

# Tenancy Policy - GreenSquareAccord

## **Notice Seeking Possession (NSP)**

An NSP can be served where the tenant is in breach of the terms of the tenancy and where one of the grounds set out in schedule 2 of the Housing Act 1988 applies.

Schedule 2 sets out mandatory and discretionary grounds of possession. Where a mandatory ground of possession is established, the court must order possession. Where a discretionary ground is established, a court need only grant possession where it is reasonable in all the circumstances to do so.

Service of an NSP may be appropriate where a mandatory ground of possession can be relied upon. This is most likely to be ground 8, which is available where the tenant has rent arrears of more than two months/eight weeks. The benefit of serving an NSP is that the NSP can expire in two weeks (as opposed to two months) but if the tenant reduces the arrears to a level below eight weeks, a Suspended Possession Order is likely to be granted. For this reason, we will generally rely on section 21 as the primary means of recovering possession where this proves to be necessary

### **7.4 (ii) Starter tenancies**

As a starter tenancy is an assured shorthold tenancy, we can end the tenancy in the same ways as detailed above.

### **7.4 (iii) Assured non-shorthold tenancies**

The Association can end an assured non-shorthold tenancy by issuing a notice seeking possession (NSP) and obtaining a court order for possession on one of the grounds listed in Schedule 2 the Housing Act 1988. We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti Social Behaviour Act 2003). Tenants' rights to occupy their homes are at risk if they do not comply with the terms of their tenancy agreement or have proper respect for the rights of other tenants and other persons in the neighbourhood.

### **7.5 Succession**

The Association offers succession in accordance with the relevant legislative provisions. Details of any further rights of succession other than to a spouse, civil partner, or cohabitee (if any) are contained in the tenancy agreement.

### **7.6 Mutual Exchange**

We are committed to ensuring sustainability of communities and recognise the importance of flexibility in housing solutions. We operate a comprehensive mutual exchange service which offers mobility to our customers. Full details of our mutual exchange service are contained in the Mutual Exchange and Transfers Policy.

### **7.7 Tenancy Fraud**

Tenancy fraud is becoming an increasing problem for providers of social housing and it is important that properties are used by those rightfully granted a tenancy. We

# Tenancy Policy - GreenSquareAccord

recognise our duty to help tackle tenancy fraud and we take part in the National Fraud Initiative, which seeks to identify inaccuracies based on cross matching of information. We will continue to be involved in this initiative. The Prevention of Social Housing Fraud Act 2013 was created to ensure social housing is used only for those who need it

**7.7 (i)** Where a customer is suspected of tenancy fraud, we will investigate and where necessary, we will seek to recover possession of the property in question.

We will carry out ad-hoc tenancy audit checks. These are not only to check who is living in the property, but to ensure the condition of the property is good and the tenancy is being managed well.

We will investigate reports of fraud from neighbours and other agencies, and work closely with local authority partners and other agencies to tackle this.

Please refer to the Tenancy Fraud Policy for further details

## ***8. Roles, Responsibilities and Duties***

### ***8.1 Executive***

The Managing Director (North) is responsible for:

- the regular review, implementation and monitoring of this policy and for reporting to boards and committees as required.
- negotiating strategic partnerships with local authorities and other partners
- oversight on internal and external audit reports and for providing board assurance in relation to regulatory compliance

### ***8.2 Head of Service***

Heads of Service are responsible for:

- liaison with local authority and other RPs in relation to CBL, nomination agreements and Tenancy Strategies
- seeking agreement from local authorities for the use of FFT's
- overseeing any Appeals
- agreeing additional legal expenditure
- participating in external benchmarking
- providing local reporting -eg to co-op partnership boards
- ensuring that team responsibilities are reflected in meetings and performance reviews, and appropriately covered within departmental business plans, standard operating procedures, contingency plans and strategies.

### ***8.3 Departmental Managers***

Departmental Managers are responsible for:

- approving single needs assessments
- investigating any Appeals
- approving offers of temporary accommodation

# Tenancy Policy - GreenSquareAccord

- the granting of a non-AST in a care and support setting
- the granting of an excluded licence in a care and support setting
- approving the extension of a Starter Tenancy from 12 to 18 months
- approving the ending of a Starter Tenancy
- ensuring staff are well-trained and supported to deliver
- preparing information for reporting and monitoring purposes
- monitoring that standards are complied with
- take action where data standards fall below those expected

## **8.4 Operational Staff**

Operational staff are responsible for:

- issuing the correct occupancy agreement for the type of property, service and customer
- Undertaking tenancy checks and housing options interviews with customers
- Approving mutual exchanges
- Investigating instances of tenancy fraud
- Supporting customers and / or signposting in relation to tenancy sustainment
- Preparing legal paperwork, if necessary, to end tenancies via Section 21 notices or NSP's

## **8.5 Working Groups**

Working Groups will be set up as and when to consider improvements and changes to this policy and other associated policies and procedures

## **8.6 All Staff**

Every member of staff is responsible for:

- delivering a customer-led service and for suggesting ways to improve and enhance the customer experience;
- preventing and / or responding effectively to complaints and concerns
- Recording information in a timely and accurate way having regard to UK GDPR, Data Protection rules and the Data Quality policy
- Staff must ensure that they comply with the requirements of this and other policies and procedures relating to their role.

## **9. Monitoring and Reporting**

### **9.1 Data Recording**

The fundamental principle of data quality and recording is that data should be right first time, which means that the responsibility is held at the point at which it is collected and recorded, whether the person recording the information is clinical, technical or clerical.

# Tenancy Policy - GreenSquareAccord

All staff are responsible and accountable for the quality of data they collate and record.

Staff must ensure that they complete the appropriate continuous recording of lettings and sales in social housing in England (referred to as CORE) reporting returns. This collection provides all of the statistical information that the Ministry of Housing, Communities and Local Government produces on social housing lettings and includes:

- trends in social housing lettings over time
- characteristics of tenants with new social housing lettings
- types of tenancy agreements

Annually the NROSH+ return will be completed and submitted. NROSH+ is the data collection website of the Regulator for Social Housing (RSH) in England, through which it collects regulatory data and information from registered providers of social housing.

## **9.2 KPIs**

In addition to standard KPI's for re-let times and voids we will monitor:

- Average length of length of tenancy
- Customer satisfaction with new lettings
- Number of AST's which are extended and / or terminated
- Number of failed tenancies with reasons

## **9.3 Monitoring Effectiveness**

Regular reviews will be undertaken to assess the use and implementation of this policy and that it is meeting business plan and organisational objectives

## **9.4 Reporting Fora and Frequency**

### **9.5 (i) Internally**

- Monthly performance reports at individual and team level
- Quarterly Executive team reports at Directorate level
- Quarterly Committee reports at Directorate level
- Board reports at Directorate level (frequency to be determined)
- Reports for Customer Panels (frequency to be determined)

### **9.4 (ii) Externally**

- Local authority nomination and lettings returns as required
- CORE forms quarterly
- NROSH+ annually
- National Tenancy Fraud returns annually

## **10. Quality Assurance**



# Tenancy Policy - GreenSquareAccord

## **10.1 Internal Audit**

Adherence to this policy will be routinely assessed – on a risk-based basis - by the internal audit function.

In addition, line managers should ensure that regular spot checks are carried out to identify and remedy any issues.

## **10.2 External Audit / Validation**

Adherence to this policy may be audited / validated by the following external bodies:

- Homes England via scheme development reviews
- RSH via In-Depth Assessment

## **10.3 Service Standards**

Customers will be involved in developing service standards and in monitoring and scrutinising performance

## **11. Communication, Implementation and Training**

- Line managers will ensure that this policy and any team responsibilities are communicated as appropriate and reflected in meetings and performance reviews, and appropriately covered within departmental business plans, standard operating procedures, contingency plans and strategies. Staff may be asked to confirm they have received and understood the details of this policy
- Where policy reviews, audits or performance indicate the need for whole-scale change, then a fit-for-purpose implementation project plan will be produced and delivered.
- All staff will receive adequate training in the use of policies, documentation, systems and records required as part of their role. Induction, supervision and appraisal processes will be used to monitor staff's understanding and compliance with expectations.
- Where data anomalies indicate changes are needed to training programmes, changes will be made to reduce the risk of recurrence and ensure expected standards are clear.

## **12. Legal and regulatory framework**

The RSH states that, '*registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions and tackling tenancy fraud...*' (www.

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/419209/Tenancy\\_Standard\\_2015.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/419209/Tenancy_Standard_2015.pdf)).

# Tenancy Policy - GreenSquareAccord

In addition we are guided by the specifics of housing law, including, but not limited to:

- Housing Act 1988
- Housing Act 1996
- Localism Act 2011

## **13. Information Sharing and Confidentiality**

**13.1** Management information produced from tenant/ customer data is essential for the efficient running of GreenSquareAccord and to maximise utilisation of resources for the benefit of tenants, customers and staff. It supports making effective decisions about the deployment of resources, and also in demonstrating the value of the services provided

**13.2** In addition to its housing services, GreenSquareAccord operates a significant number of care and support services which require high levels of personal and sensitive data being appropriately recorded and managed. High quality information means better care, support and customer safety, and there could be potentially serious consequences if information is not correct and up to date, both for customers and for the organisation as a whole.

**13.3** GreenSquareAccord is committed to protecting the Confidentiality, Integrity and Availability of all Personal Data that it holds and to complying with all of the necessary Data Protection Laws in line with the highest standards of ethical conduct.

**13.4** Data must be stored securely and processed in line relevant legislation and Accord procedures in relation to confidentiality. All staff must pay due regard to where they record information, what they record, how they store it and how they share information ensuring that they comply with national and local requirements, policies and procedures.

**13.5** We will only allow the transfer of Personal Data from, or allow access to, Third Parties when it is assured that the information will be processed legitimately and protected appropriately by the Third Party.