



## Housing Tenancy Policy 2024

## Document Control

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## Revision History

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	<b>1.0</b>	<b>Berneslai Homes</b>	<i>2019 Tenancy Policy Approved</i>
	<b>1.1</b>	<b>Head of Customer Services</b>	<i>2024 Tenancy Policy –Review following BMBC Tenancy Strategy review. Main changes: Updated to new template Updated Review process to be a one stage officer review Amended the policy for 5 year tenancies (larger or adapted property types) to also be offered to social housing tenants with a tenancy starting after 1<sup>st</sup> April 2012 and applying to transfer after the date this policy was approved.</i>

## Consultation and Distribution

<b>Type</b>	<b>Details</b>
<b>Consultation</b>	<i>Involved tenants, Berneslai Homes EMT/SMT, BMBC Strategic Housing</i>
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## 1. Background

- 1.1 The Localism Act 2011 introduced changes to allow Councils and registered providers of social housing to grant fixed term tenancies known as flexible tenancies. Previously social housing was let on secure or assured tenancies which were effectively for life as long as the rent was paid, and other tenancy conditions were complied with.
- 1.2 The Localism Act also placed an obligation on Local Authorities to develop a Tenancy Strategy which would help shape the Tenancy Policies of all the social landlords operating in their area.
- 1.3 The Barnsley Council's Housing Tenancy Strategy specifically requires social landlords to set out the following in their Tenancy Policies:
  - The kinds of tenancies they grant.
  - The circumstances in which they will grant a tenancy of a particular kind.
  - Where flexible tenancies are granted;
    - the length of the terms, and
    - the circumstances in which they will grant a further tenancy on the termination of the existing tenancy.
- 1.4 Barnsley Council's Housing Tenancy Policy was first published in April 2013 alongside the publication of the Council's first Tenancy Strategy. A light touch review of both was undertaken in 2019 with a commitment to review every 5 years.
- 1.5 Since these reviews there has been a shift in availability of council houses within the borough with low turnover and high demand, in particular for larger homes and homes for disabled people. BMBC changed its Lettings Policy in April 2024 with a key aim of redressing the supply and demand imbalance. The Tenancy Strategy and this Council Housing Tenancy Policy have been amended to reflect these changes.

## 2. Tenancy Policy Introduction and Aims

- 2.1 This tenancy policy has been developed with due regard to the Barnsley Council's Tenancy Strategy 2024-2029.
- 2.2 This policy aims to use the available tenancy types, where appropriate, in addressing service challenges as outlined in the [Council's Housing Strategy](#), Barneslai Homes' [Strategic Plan](#) and the Council's [Lettings Policy](#). Barnsley MBC will review and update its Housing Tenancy Strategy every 5 years or sooner in the event of significant changes in factors impacting on the provision of social housing. This Housing Tenancy Policy will be subject to a review alongside any review and revisions to the Council's Housing Tenancy Strategy.
- 2.3 It is the policy of Barnsley Metropolitan Borough Council to continue to grant secure lifetime tenancies to the majority of new tenants following successful completion of an introductory period.

- 2.4 In order to make best use of the available housing stock, to maintain mixed tenure housing estates, and to support stable and sustainable communities, Berneslai Homes and Barnsley Council, under the terms of this policy, may choose to offer flexible tenancies to new tenants and existing social housing tenants who request to transfer after the date this policy became effective and whose social housing tenancy commenced after 1<sup>st</sup> April 2012.
- 2.5 This policy fulfils the requirements of the Localism Act 2011 and duties under the Regulator of Social Housing's Tenancy Standard and sets out the following:
- The types of tenancies Berneslai Homes and Barnsley Council (we) offer.
  - The circumstances in which we grant a tenancy of a particular kind.
  - Where we grant a flexible tenancy;
    - the length of the terms, and
    - the circumstances in which we will grant a further tenancy on the termination of the existing tenancy.
  - The right of review of any decision to grant and/or extend a flexible tenancy and how we deal with reviews.

### 3. Roles and responsibilities

#### 3.1 Berneslai Homes

##### 3.1.1 Granting, managing and ending introductory, secure and flexible tenancies

Berneslai Homes is the managing agent appointed by Barnsley Council to manage and maintain the local authority housing stock on behalf of the Council. Berneslai Homes have the following roles and responsibilities under the terms of this policy:

- To decide which tenancy type will be offered.
- To renew a flexible tenancy or make it secure at the end of the fixed term period.
- To recommend to Barnsley Council where a flexible tenancy should not be renewed at the end of the fixed term period.
- Where authorised by BMBC, to serve notices of intention to end a flexible tenancy at the end of the fixed term period, or where there has been a breach of tenancy.
- Where authorised by BMBC to service notices to end an introductory or demoted tenancy (under the terms of the Introductory Tenancy Policy).
- To conduct review hearings in respect of flexible tenancies being offered or renewed.
- To conduct review hearings where authorised by BMBC where a notice has been served to bring to an end either a flexible tenancy, an introductory tenancy or a demoted tenancy (under the terms of the introductory tenancy policy).

- To ensure that applicants and tenants are fully aware of their rights and obligations when being offered a tenancy.
- To manage flexible tenancies in line with this policy.
- To otherwise manage tenancies in accordance with the terms of the Tenancy Agreement and other tenancy management policies. This includes but is not limited to:
  - ASB policy
  - Introductory Tenancy Policy
  - Lettings Policy
  - Income Management Policy
- To review this policy at least every 5 years or sooner where directed to do so by Barnsley Council.

### 3.1.2 Monitoring the use of flexible tenancies

Barneslai Homes will monitor the effective use of the range of tenancies available under this policy and will provide an annual report to Barneslai Homes Board and BMBC. See section 13.

## 3.2 **Barnsley MBC**

3.2.1 Barnsley MBC are responsible for approving and monitoring the strategic effectiveness of this policy alongside their Tenancy Strategy.

3.2.2 Barnsley MBC are responsible for hearing reviews of the following:

- Flexible tenancies being brought to an end at the end of the fixed term period.  
Under the terms of the Introductory Tenancy Policy:
- Introductory Tenancies being brought to an end for breach of tenancy
- Demoted Tenancies being brought to an end for breach of tenancy
- Flexible tenancies being brought to an end for breach of tenancy.

3.2.3 Under the terms of this policy, Barnsley Council are responsible for serving a notice and applying to court where a flexible tenancy is not being renewed at the end of its fixed term period (unless authority is granted to Barneslai Homes).

3.2.4 Under the terms of the Introductory Tenancy Policy and other tenancy management policies Barnsley MBC are responsible for the serving of a notice and applying to court where any tenancy is being brought to an end for breach of tenancy regulations (unless authority to serve the notice is granted to Barneslai Homes)

## 4. Types of Tenancy, Licence or occupation agreement

4.1 This section defines the types of tenancy, licence or occupation agreement which Berneslai Homes and Barnsley Council can use.

Tenancy Type	Key features	Length of term (duration)
<b>Introductory</b>	<ul style="list-style-type: none"> <li>This is a one-year trial tenancy which will automatically become secure at the end of the trial period unless action is being taken to bring the tenancy to an end.</li> <li>Tenants have most of the same rights as a secure lifetime tenancy but require additional permissions for: <ul style="list-style-type: none"> <li>taking in a lodger; and</li> </ul> </li> <li>carrying out improvements.</li> <li>Tenants can only be evicted in certain situations set out in law, but it is easier to bring this type of tenancy to an end.</li> <li>Introductory tenants do not have the right to buy their home</li> <li>Introductory tenants do not have the right to apply to transfer (unless there are extenuating circumstances).</li> <li>Introductory tenants under the terms of our Tenancy Change Policy <b>may</b> be able to exchange their home.</li> </ul>	<p><b>12 months</b> (unless ended by the landlord or the tenant)</p> <ul style="list-style-type: none"> <li>They can be extended for a further 6 months in certain circumstances.</li> <li>After successfully completing the trial period the tenant will automatically become either: <ul style="list-style-type: none"> <li>a secure tenant; or</li> <li>a flexible tenant</li> </ul> </li> </ul>
<b>Secure lifetime</b>	<ul style="list-style-type: none"> <li>This is a lifetime tenancy as long as the tenant follows the terms of their tenancy.</li> <li>Tenants can only be evicted in certain situations set out in law.</li> <li>Tenants have the right to: <ul style="list-style-type: none"> <li>take in a lodger;</li> <li>carry out improvements;</li> <li>claim compensation for certain improvements; and</li> <li>be consulted on how their home is managed.</li> </ul> </li> <li>Tenants may be able to: <ul style="list-style-type: none"> <li>pass on their tenancy;</li> <li>transfer; and</li> </ul> </li> </ul>	<p><b>Lifetime</b> (unless ended by the landlord or the tenant)</p> <ul style="list-style-type: none"> <li>A tenant can end a tenancy by giving four weeks' notice in writing or on the death of the secure tenant where there is no legal right of succession.</li> <li>A landlord can end the tenancy by a court order if there has been any breach of the Tenancy Agreement or where there is another right to end the tenancy (i.e. demolition).</li> </ul>

	<ul style="list-style-type: none"> <li>• exchange their home.</li> <li>• Tenants may have the Right to Buy their home and qualify for a discount.</li> </ul>	<p>Note:</p> <p>If a lifetime secure tenant transfers to another social tenancy they will continue to be a secure tenant but they may be offered a flexible tenancy where this policy and the law allows.</p>
<b>Flexible (fixed term)</b>	<ul style="list-style-type: none"> <li>• This is a secure tenancy but it is for a fixed period and cannot last indefinitely.</li> <li>• Unless the tenants were secure immediately before the flexible tenancy started this tenancy will start as an introductory tenancy.</li> <li>• Tenants can only be evicted for certain reasons set out in law (breach of tenancy) unless the fixed-term of the tenancy has ended.</li> <li>• Tenants do not have a statutory right to carry out improvements or be compensated for them but it is our policy to allow where permission has been requested and given.</li> <li>• We may agree to the flexible tenancy being passed on in the event of the death of the tenant or the tenant requesting to assign the tenancy to a potential successor. If agreed this will be a new tenancy and the type offered will be in line with this policy. More detail is included in our Tenancy Change Policy</li> <li>• We may agree to allow a Mutual Exchange. If an exchange takes place a flexible tenancy may be offered to either party in line with this policy. More detail is included in our Tenancy Change Policy</li> </ul>	<p>Following the successful completion of a one year Introductory Tenancy (where relevant) a Flexible Tenancy will usually be granted for a <b>5 year</b> period.</p> <p>However, the minimum term could be as little as <b>2 years</b> for households who:</p> <ul style="list-style-type: none"> <li>• have a serious and proven record of breaches of tenancy conditions; and/or</li> <li>• need and are in receipt of short term support to help them manage their tenancy.</li> </ul>
<b>Demoted</b>	<ul style="list-style-type: none"> <li>• This is a probationary tenancy which is created following a court order against a secure tenant (secure or flexible) who has been involved in anti-social behaviour.</li> <li>• Demoted tenants can be evicted much more easily than secure council tenants.</li> <li>• A demoted tenant has similar rights to an introductory tenant.</li> </ul>	<p>This tenancy last for 12 months and if, at the end of the 12 month term the problems have been resolved, the tenancy will revert back to the original type of tenancy held before the demotion order was put in place</p>
<b>Furnished</b>	<p>A furnished tenancy could be:</p> <ul style="list-style-type: none"> <li>• an Introductory tenancy, a Secure tenancy or a Flexible tenancy.</li> </ul>	<p>The tenancy will be either Secure, Flexible, Introductory or demoted. (See above).</p>



	<ul style="list-style-type: none"> <li>The tenant is provided with goods and furnishings for an extra weekly charge in accordance with the security of tenure.</li> </ul> <p><i>(It has no legal definition and is a term which has come about through custom and practice with no implications regarding security of tenure)</i></p>	
<b>Use and Occupation agreement or Licence</b>	<ul style="list-style-type: none"> <li>This is an agreement which gives the resident/s personal permission to occupy accommodation in exchange for a use and occupation fee (not rent).</li> <li>It has no security but must still be ended by a court order.</li> <li>The occupier has limited rights. They cannot apply to improve the home, take in lodgers, apply to buy the home, transfer, exchange or pass on their licence. We will only complete repairs for which we have a legal obligation.</li> <li>Licences are used for the following situations: <ul style="list-style-type: none"> <li>Temporary accommodation (Short term placement to fulfill homeless duties or where we are decanting a tenant.)</li> <li>Where a resident is living in a home but has no legal right to a tenancy in that particular home. This is usually where the tenant has died and there are no succession rights, or a tenant has left the home and given notice to end their tenancy but an individual remains. In most instances we would be aiming to find suitable alternative accommodation for the resident to move into.</li> </ul> </li> </ul>	<p>A licence can be for any length of time.</p> <p>The licence agreement will state the period and reasons for which the license to occupy has been granted.</p> <p>Licence agreements are usually brought to an end by either party serving notice.</p>

4.1.2 In addition to the tenancy types and licences in table one above there are other tenancies defined in Schedule 1 of the Housing Act 1985 which we may use as follows:

- Premises occupied in connection with BMBC/BH employment
- Temporary accommodation for homeless persons
- Temporary accommodation for people taking up employment
- Temporary accommodation used for decanting tenants

## 5. When and to whom we will grant which type of tenancy

- 5.1 As Barnsley Council operates an Introductory Tenancy scheme all **new** Council tenants will be offered an Introductory Tenancy unless immediately before they were a secure or assured tenant of another social housing provider. Following the successful completion of the introductory period, in the majority of cases, this tenancy will automatically be converted into either a lifetime Secure Tenancy or a secure Flexible Tenancy.
- 5.2 We will only use flexible tenancies in the limited, clearly defined circumstances as set out in Table 2 below. These circumstances will be based on either a property type or applicant type.

Table 2 –Flexible Tenancies

Reason for offering a Fixed Term Flexible Tenancy	When and to whom a flexible tenancy will be offered	Length of fixed term Tenancy
<p>To ensure that we make the best use of limited property types.</p> <p>To help deal with the likelihood of under occupation as the household size diminishes over time.</p>	<p><b>When the home has 4 or more bedrooms.</b>  <i>We may count an additional downstairs room as a bedroom.</i>  A five-year flexible tenancy will be offered to <b>new</b> council tenants and <b>existing</b> secure tenants whose tenancy started after 1<sup>st</sup> April 2012 and who applied to transfer after the date this policy was approved.</p>	5 years
<p>To ensure that we make the best use of limited adapted or purpose built homes for disabled people.</p> <p>To ensure that when specific adaptations are no longer required by the tenants that a home with these facilities or design can be re-allocated to another family that requires such facilities.</p>	<p><b>When the home has been specifically designed, or significantly adapted for use by disabled persons</b>  Significant adaptations will include homes which have been extended or have undergone other extensive structural alterations in order to provide accommodation that meets the needs of a disabled person. A</p>	5 years

	five-year flexible tenancy will be offered to <b>new</b> council tenants and <b>existing</b> secure tenants whose tenancy started after 1 <sup>st</sup> April 2012 and who applied to <i>transfer after the date this policy was approved.</i>	
To manage risk to the council and offer opportunity to tenants where we are rehousing priority need tenants who have a proven history of serious and/or prolonged breaches of tenancy conditions. The granting of a flexible term tenancy will provide these households with the opportunity to demonstrate a change in their behaviour, whilst providing the Council with the opportunity to bring the tenancy to an end if this change does not happen within the fixed time period.	This policy will apply to only a very limited number of households where they are in priority need but their previous conduct would have otherwise justified them being excluded or suspended from the Housing Register.	The term is agreed on an individual basis but will be a <b>minimum two years and maximum of 5 years.</b> The term agreed will offer the tenant a reasonable time to demonstrate a change in their behaviour.
To help some vulnerable households have an opportunity to develop the skills needed to manage a tenancy. Especially so in cases where housing related support is being provided on a fixed-term basis – for example, in cases where children in care are leaving that care to ensure a smooth transition.	This policy will apply to only a limited number of new tenants who require a level of support that is essential to them being granted and able to sustain the tenancy.	The fixed term is agreed on an individual basis but will be a <b>minimum two years and a maximum of 5 years.</b> The term agreed will be linked to any support package being provided.

### 5.3 When will applicants know what type of tenancy they will be offered

5.3.1 Most applicants will be advised of the type of tenancy they will be offered when they join the register or at some other point while they are waiting to be rehoused or apply for a vacancy.

5.3.2 Where the decision to offer a flexible tenancy is based on an individual's circumstances, we will advise them that they will be offered a Flexible Tenancy, the reason and its length when they join the Housing Register or where their circumstances change. We will advise them again when they are then offered a property. This will include the length of the term and the reason for offering a flexible tenancy.

- 5.3.3 Where the decision to offer a flexible tenancy is based on the property type being offered, this will be highlighted in any property advert and again in writing when they are offered a property. This will include the length of the term and the reason for offering a flexible tenancy.
- 5.4 An applicant has the right to request a review of our decision to offer them a particular type tenancy being offered and/or the length of the term if they believe that these are not in accordance with this Council Housing Tenancy Policy. The right to request a review and how these are dealt with is set out in Section 9 of this policy

## 6. What happens at the end of the flexible tenancy fixed term period

- 6.1 At the end of the term of a flexible tenancy and depending on the circumstances of the individual household, there are a number of situations which could arise.
- The tenant may be allowed to remain as a tenant of BMBC either in their existing home or in another social home. This can be either as a flexible or secure tenant.
  - The tenant could voluntarily end their tenancy and move into alternative accommodation including the private rented sector, another type of social tenancy, or home ownership.
  - The tenancy may be brought to an end via a court order and the tenant evicted if we do not propose to grant another tenancy at this home or any other Barnsley Council tenancy.
  - The tenancy may be brought to an end via a court order and the tenant evicted if we do not propose to grant another tenancy in this home and we have offered suitable alternative accommodation which the tenant has refused.

## 7. Circumstances in which a flexible tenancy will be renewed or made secure

- 7.1 Flexible tenancies **will** be renewed as a flexible tenancy in the following circumstances:
- The household is occupying a larger property with 4 or more bedrooms (this may include additional downstairs rooms) and the size of the household is such that the number of bedrooms they have are still required.
  - The household is occupying a property that was specifically designed or significantly adapted for use by disabled persons and a member of the household still has a need for this type of accommodation.
  - Tenants with a previous proven history of serious anti-social behaviour and/or prolonged breaches of tenancy conditions have used the opportunity to

demonstrate a change in their behaviour, but there are still issues in how they are managing their current tenancy.

- A tenant offered a flexible tenancy with a support package, has used the opportunity to develop the necessary skills to manage a tenancy, but they are still requiring ongoing support.

#### 7.2 Flexible tenancies will be made secure in the following circumstances:

- Tenants with a previous proven history of serious anti-social behaviour and/or prolonged breaches of tenancy conditions have used the opportunity to demonstrate a change in their behaviour, and the current tenancy is being managed in an appropriate manner.
- A tenant offered a flexible tenancy with a support package, has used the opportunity to develop the necessary skills to manage a tenancy and is demonstrating the ability to maintain the tenancy without support.

## 8. What happens if a flexible tenancy is not renewed or made secure?

- 8.1 If the decision is made not to renew a tenancy at the end of the fixed term written notice of this will be provided 6 months before the tenancy ends. This notice will state the reasons why the tenancy is not being renewed and the tenants will be given the right to request a review of this decision. This complies with the review process and allows time to review the case before a notice of possession is given to the tenant as set out in 8.3 below and an application is made to the court. The review process is set out in section 9 of this policy
- 8.2 The tenant(s) will also be provided with advice and assistance to help them find suitable alternative accommodation. If we propose to offer them another tenancy in a different home with Barnsley Council, we will help them complete an application to join the housing register.
- 8.3 The tenant will then be given two months' notice that possession is required. This notice can be given before or on the day the tenancy comes to an end. We must serve a notice to begin the legal process. Berneslai Homes will notify Barnsley Council's Housing Options Team, that this notice has been served.
- 8.4 The courts must make an order where all of the following are met:
- A fixed term tenancy has come to an end and no other tenancy is in existence except a periodic tenancy arising from the end of the fixed term tenancy.
  - We have given the tenant six months' notice that:
    - we do not intend to renew the tenancy;
    - we have stated the reasons why; and
    - we have given the tenant a right to request a review of the decision and completed the review (where requested); and
  - We have then given the tenant two months' notice that possession is

required (this notice can be served before or on the day the tenancy comes to an end).

The court can refuse to grant a possession order if the tenant has requested a review and this has not been carried out. Once the court has granted a possession order a warrant for an eviction can be requested.

- 9.2 Households in flexible tenancies that no longer require the specific type of property that they occupy, for example households that no longer require a 4 bedroom house, will benefit from being granted priority in accordance with the Council's Lettings Policy to assist them in successfully accessing suitable alternative accommodation.
- 9.3 Where the flexible tenancy is to be brought to an end as a result of Anti Social Behaviour or other serious breach of the Tenancy Agreement there is no duty on BMBC or Berneslai Homes to provide alternative accommodation. Referrals will be made to BMBC Housing Options Team to assess if there are any legal duties to provide assistance.

## 9. Appeals, Reviews and Complaints

### 9.1 Appeals

There is no right to appeal to Berneslai Homes or BMBC regarding decisions made under the terms of this policy.

If an applicant believes that they have adequate right to challenge any breach in our legal duties in dealing with their housing application or managing their tenancy they have a right to take legal advice and consider a judicial review.

### 9.2 Right to Review

9.2.1 Under the terms of this policy there are three instances which give individuals a right to request a review:

- A housing applicant can request a review of the decision made about the tenancy type they will be offered or the length of its term if this is not in accordance with the information contained within this policy. *This is set out in the Housing Act 1985 Section 107B as amended by the Localism Act 2011.*
- A flexible tenant can request a review of a decision to grant another flexible tenancy (in the same property) at the end of the flexible period. *This is set out in the Housing Act 1985 Section 107B as amended by the Localism Act 2011.*
- A tenant granted a flexible tenancy can request a review of decision not to renew a flexible or secure at the end of the fixed term. *This is set out in the Housing Act 1985 Section 107B as amended by the Localism Act 2011.*

9.2.2 This policy does not deal with Introductory Tenants who have a right to request a review where a notice is served to bring their introductory tenancy

to an end or to extend their introductory tenancy. Any reviews requested for these reasons will be considered under the terms of the Introductory Tenancy Policy.

9.2.3 This policy does not deal with Demoted tenants who have a right to request a review where a notice is served to bring their demoted tenancy to an end or to extend their demoted tenancy. Any reviews requested for these reasons will be considered under the terms of the Introductory Tenancy Policy.

9.2.4 Where there is a right to request a review under law and the terms of this policy, the applicant or tenant must request a review within 21 days of being informed of a decision set out in 9.2.1.

9.2.5 The request for a review must be made in writing and contain the following information:

- The applicant or tenants name and address
- The decision which they are asking to be reviewed and the date this decision was made to them
- If the review is about the offering of a flexible tenancy and/or its length, the reasons why they do not feel the decision is not in line with this policy.
- For any other reason, the grounds on which they are asking for a review.
- Whether they want an oral hearing
- Whether they wish to receive communication by e-mail or by letter. If by e-mail the e-mail address which should be used.

9.2.6 We will accept a request for review if in any of the following ways:

- By e-mail to the e-mail address listed in any decision letter or notice.
- By letter to the address listed in any decision letter or notice.
- By the e-form available on Berneslai Homes website.

A request can be made by a third party acting on behalf of the applicant or tenant.

We will confirm in writing or by e-mail (where requested) the date by which we will consider the review, which will be at least 5 days after the date we confirm the arrangements. If it is an oral hearing we will include the date, time and venue. If it is not an oral hearing this will give the applicant an opportunity to supply us with any additional information they wish us to consider.

9.2.7 All reviews will be considered or heard by an officer who was not involved in the original decision and who is more senior than the officer who made the original decision.

9.2.8 Where it is an oral hearing, we may consider deferring the hearing if the

request is made before the day of the hearing and the request is reasonable. Where we agree to rearrange we will give the applicant or tenant at least 5 days notice of the new date,

9.2.9 The applicant or tenant can attend the hearing and they can ask for a representative to act on their behalf. Where they do not attend the hearing, the person conducting the review in most instances will decide to go ahead unless there is a justification to adjourn to a time when they can attend.

9.2.10 The officer hearing the review can adjourn hearing. Where this is for more than one day, they will confirm in writing or e-mail the arrangements for the adjourned hearing.

9.2.11 The officer hearing the review will make the decision and will send confirmation of this decision in writing or by e-mail (where agreed) within 2 working days of the decision being made. Where there is an oral hearing the officer may deliver the decision verbally and confirm in writing.

9.2.12 The procedure to be followed at the review hearing is set out in Appendix 1.

### 9.3 Complaints

9.3.1 Individuals have the right to make a complaint under Barnsley Homes Complaint Policy about how we have followed this policy or the service we have given them in respect of this policy. The [Complaint Policy](#) is on our website and referenced in any letter we send. Where the complaint is about actions of Barnsley Council we will refer the complaint to them to be considered under their policy.

Complaints about this policy can include (but is not exhaustive):

- How we treated an applicant, tenant or associated individual in matters relating to the tenancy type being offered, renewed or ended.
- Giving incorrect or unclear information.
- Not meeting timescales.
- Not following our policy.
- How we have handled their request for a review.

The complaints procedure will **not** be followed where the individual has a right to request a review of a decision. This is covered in section 9.2 of this policy.

9.3.2 Complaints can be made in various ways including

- Online
- By phone
- By letter



- By e-mail
- Using a third party

We have 2 formal stages to our complaint process and we acknowledge complaints within 5 working days of their receipt.

**Stage 1** The complaint is investigated by an independent officer (where necessary) and a written response provided within 10 working days

**Stage 2** If the resident is still not satisfied the complaint will be reviewed by the Customer Services Team on behalf of the relevant Head of Service and a written response provided in 20 working days.

- 9.3.3 The making of a complaint, unless agreed due to exceptional circumstances, will not stop progress on any process or decision being made under the terms of this policy, such as registering an application, making an offer, offering a vacancy to another applicant, serving a notice or arranging a review.
- 9.3.4 Once a complaint has been through both of stages of our complaint process or where we have refused to accept a complaint, the individual has a right to ask the Housing Ombudsman to consider their complaint

## 10. Regulatory Duties

- 10.1 This policy meets the requirements under section 2.3 of the Regulator of Social Housing's [Tenancy Standard](#).
- 10.2 This policy and a summary of the types of tenancy we grant is published on our website. This includes the following:
- The length of term for the various tenancy types.
  - The circumstances in which we grant tenancies of a particular type.
  - The exceptional circumstances in which we will grant fixed term tenancies for a term of less than five years in general needs housing including any probationary period.
  - The circumstances in which we may or may not grant another tenancy on the expiry of the fixed term, in the same property or in a different property.
  - The way in which a tenant or prospective tenant may request a review of or complain about the length of fixed term tenancy offered and the type of tenancy offered, and against a decision not to grant another tenancy on the expiry of the fixed term.
  - How we take into account the needs of those households who are vulnerable by reason of age, disability or illness, and households with children, including through the provision of tenancies which

- provide a reasonable degree of stability.
- The advice and assistance we will give to tenants on finding alternative accommodation in the event that we decide not to grant another tenancy.
- Our policy on granting discretionary succession rights, taking account of the needs of vulnerable household members.
- How we provide notice of our intention to renew or bring about the end of a flexible tenancy.

## 11. Legislative Duties

This policy complies with the following (but not exhaustive) main legal duties:

- The Housing Act 1985 (Part IV)
- The Localism Act 2011 (Section 154)
- Statutory Instrument 2016 No 695 The Flexible Tenancies (review procedure) Regulations 2012
- The Housing Act 1996 (Part V Introductory and Demoted Tenancies and Part VI – Allocations)
- The Social Housing (Regulation) Act 2023
- The Human Rights Act 1998
- The Equality Act 2010
- Data Protection Act 2018 and contained within the General Data Protection Regulation 2018 (GDPR).

This policy will be reviewed earlier than five years if there is a substantial change in legal duties or it is found through legal challenge that this policy does not comply with legal duties.

## 12. Equality, Diversity and Inclusion

- 12.1 This policy recognises, respects, and responds to the needs of diverse individuals and communities. It is fully compliant with equality laws and was subject to an equality analysis before it was approved.

When we make a decision about the tenancy type we will offer, its length of term or whether to renew the tenancy at the end of its fixed term period we will take into account the impact of our decision on any specific needs of the household. This includes:

- Age
- Health (physical or mental)
- Disability
- Financial
- Educational
- Employment
- Support needs

- Social and welfare needs

12.2 This policy has the following positive equality impacts:

- It allows us to offer flexible tenancies to vulnerable people in need of tenancy support, who would not otherwise be offered a tenancy.
- It allows us to offer a flexible tenancy to individuals in housing need but whose pattern of behaviour would not otherwise be offered a tenancy.
- It allows us to make the best use of our stock by bringing a flexible tenancy to an end where the tenants in residence (at the end of their flexible period) do not need this type of accommodation. This benefits other vulnerable people in need of housing.

12.3 This policy has the following negative equality impacts:

- It offers different tenancy security and rights to certain people. The policy sets out the grounds for doing this, how we make decisions and the right to a review of any decision.
- Flexible tenants may be required to move at the end of their flexible period. We will minimise this impact by offering thorough and independent support which takes into account the tenants' needs.

12.2 We will continue to monitor the equality impact of the scheme and if we find evidence of discrimination, we will review and change the policy. See section 13.

By equality laws, we mean those covering people with the following protected characteristics:

- Age
- Disability
- Gender
- Gender identity
- Marriage and Civil Partnerships
- Pregnancy and maternity
- Race, colour, and national and ethnic origin
- Religion and belief
- Sexual orientation

To identify and assess the needs of those affected by this policy, our application for a tenancy or the renewal of a tenancy process asks specific questions relating to protected characteristics. We use this information to monitor the impact of the policy on minority and specific needs groups and to evidence the need for amendments.

## 13. Monitoring and review of this policy

### 13.1 Monitoring

We have automatically refreshed reports which provide us with the following information to monitor the effectiveness of and compliance with this policy.

#### **Effectiveness**

- The number of housing register applicants to be offered a flexible tenancy.
- The number Flexible tenancies being offered.
- The number Flexible tenancies being renewed at the end of their term.
- The number Flexible tenancies not being renewed at the end of their term
- The number Flexible, demoted or introductory tenancies being made secure at the end of their term.
- The number Flexible, demoted or introductory tenancies being brought to an end by the tenant, Berneslai Homes or BMBC during their term.

#### **Compliance**

- The number and outcome of any complaints
- The number and outcome of any reviews

This data will also include equality analysis

13.1.1 Berneslai Homes Board and BMBC (cabinet) will receive an annual report outlining the policy's effectiveness and compliance.

### 13.2 Review of this policy

13.2.1 This policy will be reviewed every 5 years or sooner by direction of the Council or where there has been a change in legislation or following successful legal challenge.

## 14. Related Documents

- Introductory Tenancy Policy
- Homeseeker Lettings Policy
- Tenancy Management Policy
- ASB Policy
- Complaint Policy
- Tenancy Change Policy