



RENTPLUS HOMES TENANCY POLICY

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1.0 Policy Statement

Rentplus Homes aims for tenants to be able to purchase their homes. Tenants may be granted a series of 5-year fixed-term tenancies up to a maximum time (the Agreed Period) set for their Rentplus property. At this point, the tenant may be given an opportunity to purchase their home at the end of the Agreed Period except in specific circumstances.

This document is provided for information purposes only and does not create any legal rights or obligations.

2.0 Policy Objectives

- 2.1 Rentplus Homes will grant a 5-year Fixed Term Tenancy at either Intermediate Rent or Affordable Rent to all successful applicants for a Rentplus property.

- 2.2 This policy sets out how long a property may be offered as a Rentplus property and under what circumstances a Fixed Term Tenancy may be renewed.

3.0 Policy

3.1 Agreed period for Rentplus Properties

At the initial allocation stage, the Rentplus Homes will identify four Groups of properties, each containing 25% (or as near as possible) of the total number of homes. Each of the four Groups of properties will contain broadly similar proportions of properties by size and location.

- 3.2 Each Group will have a maximum time as Rentplus properties of 5, 10, 15 or 20 years, after which the properties will be sold:

- **Group 1** Will have a maximum time (Agreed Period) as Rentplus properties of 20 years.
- A five-year Fixed Term Tenancy may be followed by 3 further tenancies at years 5, 10 and 15.
- **Group 2** Will have a maximum time (Agreed Period) as Rentplus properties of 15 years.
- A five-year Fixed Term Tenancy may be followed by 2 further tenancies at years 5 and 10.
- **Group 3** Will have a maximum time (Agreed Period) as Rentplus properties of 10 years.
- A five-year Fixed Term Tenancy may be followed by a further tenancy at year 5.
- **Group 4** Will have a maximum time (Agreed Period) as Rentplus properties of 5 years with no extension.

- 3.3 The end of the maximum time (Agreed Period) as a Rentplus property is called the End Date for that property.

- 3.4 The standard Rentplus Homes Fixed Term AST will be used for all Rentplus tenancies.

- 3.5 In most cases, the term of the Fixed Term Tenancy will be 5 years, except:

- The first Fixed Term Tenancy where the tenancy commences after the commencement of the Rentplus Lease, in which case the Fixed Term will end at the Rentplus Landlord's Break Date

- The final Fixed Term Tenancy ending at maximum term will be for a Fixed Term ending no later than 2 weeks before the end of the maximum term. Normally this will be a tenancy of 4 years 11 months & two weeks
- Where a property is relet more than two years before the next Rentplus Landlords Break Date the Fixed Term Tenancy will end at the Rentplus Landlords Break Date
- With the prior approval of Rentplus UK, a property may be relet less than two years before the next Rentplus Landlords Break Date. In which case, the Fixed Term Tenancy will end at the subsequent Rentplus Landlords Break Date, in which case the Fixed Term will be for a period greater than five years. If this is not agreed by Rentplus UK, Rentplus Homes may decide to exercise a break to end the Rentplus lease and such property will be handed back to Rentplus in accordance with the Rentplus Handback Policy to be sold
- Where a property is relet and the Fixed Term would be less than 2 years then an Assured Shorthold tenancy will be offered as above or the property sold under the Rentplus Sales Policy

4.0 The final fixed-term tenancy

- 4.1 The final Fixed Term Tenancy will end no later than two weeks before the End Date and will not be renewed. Normally this tenancy will be for 4 years 11 months and two weeks. The property will be sold according to the Rentplus Sales Policy

5.0 Properties reaching the End Date

- 5.1 Where the End Date of the property has been reached the property will be sold according to the Rentplus Sales Policy. In this case, the Fixed Term Tenancy will not be renewed

6.0 Renewing a Fixed Term Tenancy

- 6.1 In order to assess whether a Fixed Term Tenancy should be renewed, the Registered Provider will contact the tenant one year before the end of the Agreed Period. Rentplus Homes will assess the circumstances of the tenant and advise them as to whether the tenancy will likely be renewed
- 6.2 Following the visit, Rentplus Homes will issue the tenant with a Minded to Notice. This notice will set out whether Rentplus Homes intends to offer a new Fixed Term Tenancy or not. Where Rentplus Homes does not intend

to offer a new tenancy, the notice will set out what the tenant can do to change this decision if anything. It will also tell the tenant where they can access advice and assistance in finding alternative accommodation

6.3 Rentplus Homes will only decide not to offer a new Fixed Term Tenancy in the circumstances as set out below

a) Properties reaching the End Date

- Where the End Date of the property has been reached the property is to be sold according to the Rentplus Sales Policy

b) Rent Arrears

- Where Rentplus Homes has obtained a Possession Order and the tenant is not making payments to clear the arrears. The tenant will be given an opportunity to make payments to clear the arrears before a final decision not to offer a new tenancy.

c) Anti-Social Behaviour

- Where there is ongoing anti-social behaviour associated with the tenancy and the behaviour is continuing.
- In this case, the tenant will be given an opportunity to alter their behaviour. If appropriate, Rentplus Homes will provide support to help the tenant change their behaviour by involving other agencies. If the tenant's behaviour does not change to an acceptable degree a new tenancy will not be offered.

d) Condition of the property

- Where on inspection the condition of the property is such that it could not easily be relet without significant work. This may be because of poor decorative standard or because the tenant has caused damage to the property.
- In this case, the tenant will be given an opportunity to bring their property back to a reasonable lettable standard. If appropriate Rentplus Homes will advise the tenant of any agencies who can help with decorating or minor repairs. If the property is not brought up to an acceptable standard a new tenancy will not be offered.
- At least six months before the end of a Fixed Term Tenancy Rentplus Homes will write to the tenant giving a formal decision

as to whether the tenancy will be renewed or not. This may follow a further visit or inspection if that is appropriate. The decision notice will tell the tenant where they can access advice and assistance in finding alternative accommodation and what further support and assistance Rentplus Homes may give the tenant in this respect.

- Where Rentplus Homes decides not to offer a new tenancy Rentplus Homes will serve on the tenant a notice under Section 21 of the Housing Act 1988 dated to expire on the day after the Fixed Term Tenancy is to end.

7.0 Appeals

- 7.1 The tenant will have the right to appeal against any decision not to offer a new Fixed Term Tenancy (except where End Date has been reached) provided that they do so within 21 days of the date of the decision notice. The procedure for the review will include the following:

- The tenant must request a review in writing
- The tenant can either have an oral hearing or a written hearing
- The tenant can either present written evidence (in the case of a written hearing) or call witnesses (in the case of an oral hearing)
- Rentplus Homes will send the tenant a notice that a hearing will take place at least 5 days before the hearing is due.
- The person conducting the hearing must be a senior member of staff at Rentplus Homes who was not previously involved in the decision not to renew the tenancy
- If there is an oral hearing the tenant may be accompanied, and they will have the right to call other witnesses and question any of Rentplus Homes' witnesses
- The decision on whether to offer a new tenancy will be taken by the person conducting the review and based only on the evidence presented at the review.

8.0 Voids

- 8.1 Where a property becomes void before the normal renewal dates (at approximately 5, 10 and 15 years from the start of the first tenancy in the property), Rentplus Homes will notify Rentplus in writing within five working days of the void arising.

9.0. Risk Management

Potential risk	Mitigating action
The tenant is granted a new Fixed Term Tenancy when they no longer require or continue to be eligible for the property.	This policy sets out the circumstances under which Tenancies are to be renewed or not.
Rentplus Homes could be open to legal challenge if the criteria it sets for ending a Fixed Term Tenancy are seen to be unfair.	All applicants will be aware of the criteria before they sign their tenancy. These are explained in the Rentplus Tenant's Pack which all tenants are given

10.0 Relevant Legislation, Policies & Guidance

- Rentplus Tenant's Pack
- Rentplus Rent Policy
- Rentplus Handback Policy
- Rentplus Sales Policy
- Localism Act 2011
- Tenancy Standard (RSH 2015)
- The Flexible Tenancies (Review Procedures) Regulations 2012
- The Housing Acts 1988 as amended and 1996

11.0 Equality and Diversity

- 11.1 It is important that when considering whether a Fixed Term Tenancy is to be renewed it is done fairly. This policy sets out the criteria for making this decision.

12.0 Monitoring & Review

- 12.1 The reasons why any Fixed Term Tenancy is not renewed under this policy will be reported to Rentplus.
- 12.2 This policy will be reviewed every three years or where:
- There are significant changes to legislation or other guidance
 - There are found to be deficiencies or failures in this policy, because of complaints or findings from any independent organisations