

Quartz Housing Limited: Tenancy Policy

Version:	v.1.2	Date Adopted:	February 2025
Policy Owner:	Board	Date Reviewed:	February 2025
Approved by:	Board	Next Review Due:	February 2026

1 | Introduction

- 1.1. Quartz Housing Limited (**Quartz**) is committed to granting tenancies in a fair, transparent, and efficient way.
- 1.2. Through the application of this policy, we will ensure that we offer tenancies 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.

2 | Policy Purpose and Scope

- 2.1. The purpose of this policy is to set out the types of tenancy Quartz will offer, to ensure that we meet our objectives, and provide the appropriate security of tenure to our customers.
- 2.2. This policy applies to all Quartz rental properties. All managing agents and subcontractors are expected to work in line with this policy.

3 | Legal and Regulatory Requirements

- 3.1. The Regulator of Social Housing's ("**RSH**") Tenancy Standard says that all Registered Providers ("**RP**") must publish clear and accessible policies which outline their approach to tenancy management.

4 | Definitions

- 4.1. **London Affordable Rent Housing:** Rented housing offered to eligible households on a time-limited tenancy at rents not exceeding the relevant maximum rents published by the GLA annually (excluding service charge).
- 4.2. **Intermediate Rented Housing:** shall have the meaning as set out in The Ministry of Housing, Communities and Local Government's Policy statement on rents for social housing published in February 2019.
- 4.3. **Affordable Rent Housing:** Homes granted funding from Homes England let at below market rent by a registered provider. The rent (including service charge) is set at up to 80% of the local market rent for an equivalent home.

- 4.4. **Section 106 Rent:** Rental levels set for affordable housing delivered through a Section 106 planning agreement under the Town and Country Planning Act 1990. These rents are typically defined in the agreement and can include social rent, affordable rent (capped at 80% of market rent), or other specified rent levels to ensure affordability for eligible households. The specific rent level depends on negotiations between the local planning authority and the developer, considering local housing needs and viability.

5 | Policy Commitment

5.1. Tenancy Types

- 5.1.1. The tenancies that Quartz will offer will depend on the rent level and tenure of the property as set out below. Existing periodic secure tenants with the Royal Borough of Kensington and Chelsea will be offered assured non-shorthold tenancies (ANSTs). Other new tenants will be offered fixed term assured shorthold tenancies (ASTs) with a minimum term of 6 and 12 months (where a probationary period is implemented) and a maximum term of 5 years.

5.2. Intermediate Rent

- 5.2.1. For intermediate rent properties we will offer an 'starter' 6-month Assured Shorthold Tenancy (AST) followed by a 2-year fixed term AST. This will provide residents with reasonable security of tenure and stability, while allowing us to manage our stock to benefit the greatest number of people in need.
- 5.2.2. The probationary tenancy will generally be reviewed at 3 months and will be replaced by a fixed term tenancy at the end of 6 months, provided that legal action has not been taken to end the tenancy or extend the probationary period. Extensions can take the probationary period to 12 months from the commencement of the tenancy.
- 5.2.3. We will let our fixed term tenancies with a two-month break clause that can be activated by our tenants after 6 months, to enable tenants the flexibility to move on from our properties if they no longer meet their needs, and to support Quartz in the effective management of our stock.
- 5.2.4. At the end of each tenancy period, including the introductory tenancy period, we will conduct a tenancy review before deciding whether or not to offer a new tenancy. The presumption will be in favour of offering a new tenancy, however in the following circumstances Quartz may terminate the tenancy:
- The property is under or overcrowded.
 - The property is not suitable for the needs of the resident or their household.
 - The property is an adapted or wheelchair accessible unit, and the adaptation is no longer required by the resident or their household.
 - The resident has breached the terms of their tenancy, and has not met agreed plans put in place to resolve this.

- 5.2.5. We will provide notice to the tenant of our decision on whether to grant a new tenancy and the reasons for it in writing.

5.3. **Section 106 Rent, Affordable Rent and London Affordable Rent**

- 5.3.1. Section 106 Rent, Affordable Rent and London Affordable Rent properties will be let in line with the requirements of any agreement with the Local Planning Authority, Homes England, or the Secretary of State. Properties will usually be let initially on a 1-year Assured Shorthold 'starter tenancy', which will be reviewed at least 3 months before it is due to end.
- 5.3.2. Once the 1-year starter period is complete the tenant will usually be offered a five-year Assured shorthold 'fixed term' tenancy, provided that legal action has not been taken to end the tenancy or extend the probationary period.
- 5.3.3. This 5-year tenancy will provide our residents with long-term security of tenure, once they have shown they are able to meet the commitments of the tenancy through the starter period.
- 5.3.4. In the following circumstances Quartz may terminate the tenancy at the end of the starter tenancy:
- The property is under or overcrowded.
 - The property is not suitable for the needs of the resident or their household.
 - The property is an adapted or wheelchair accessible unit, and the adaptation is no longer required by the resident or their household.
 - The resident has breached the terms of their tenancy and has not met agreed plans put in place to resolve this.
- 5.3.5. We will provide notice to the tenant of our decision on whether to grant a new tenancy and the reasons for it in writing.
- 5.3.6. Where the resident has breached their tenancy but has agreed to a plan to address their behaviour, and this plan has not been in place for a sufficient time for Quartz to judge if it has been successful, we may extend the starter tenancy period for a further six months.
- 5.3.7. Residents transferring to Quartz properties from other social housing providers, and who have assured or secure tenancies, will be offered 5-year fixed term assured shorthold tenancies with no starter tenancy period (other than periodic secure tenants from the Royal Borough of Kensington and Chelsea, who shall be offered ANSTs).

5.4. **Tenancy Changes**

- 5.4.1. Sole tenants may request to have a joint tenancy agreement. Quartz will allow the creation of a new joint tenancy to be created where:
- The additional tenant has resided at the property as their sole or principal home for a period of 12 months.
 - The original tenant has not breached their tenancy and is not in rent arrears.
 - The original tenant has been advised of the implications of entering into a joint tenancy.

- 5.4.2. The creation of a new tenancy agreement may result in a change in rent to ensure that rent level is based on the appropriate proportion of current market rent levels. Tenants will be notified of this prior to a new tenancy being agreed.
- 5.4.3. Once a joint tenancy has been created, Quartz has no power to 'transfer' the tenancy to one party. Joint tenants cannot transfer, relinquish, surrender, or assign their 'part' of the tenancy to the other tenant. They hold the whole of the joint tenancy jointly and severally and do not have a 'part' of a tenancy to 'give away'.
- 5.4.4. The Courts can order a joint tenancy be made a sole tenancy as part of family proceedings. How this happens in practice depends on the nature of the order made. Quartz will comply with the requirements of any court order.
- 5.4.5. If one tenant informs Quartz that the other has left and requests a sole tenancy, legally we cannot assist. As joint tenants are both jointly and individually responsible for the tenancy, including payment of the rent, there should be no problem determining responsibility for arrears. If legal action is to be taken both parties should be cited although possession action will only be against the tenant in occupation.
- 5.4.6. Quartz will consider granting a new sole tenancy if one or other parties to an existing joint tenancy serves a Notice to Quit to end the tenancy.

5.5. **Tenancy Fraud**

- 5.5.1. We are committed to tackling tenancy fraud to ensure that social housing stock is used for those in need of it.
- 5.5.2. As part of our allocations process Quartz will establish and verify the identity of tenants and their household. We will require photo identification for all our tenants in order to assist us in preventing tenancy fraud.
- 5.5.3. If a tenant has been fraudulently obtained the property (based on misinformation) we will take action to terminate the tenancy.
- 5.5.4. Our tenancy agreement will set out the requirement for the tenant to live in the property as their only or principal home and their obligations and the restrictions in terms of subletting and assignment. During routine visits to our properties, we check who is occupying the premises.
- 5.5.5. Where appropriate and in accordance with the law we will cooperate with other agencies where tenancy fraud is suspected.

5.6. **Tenancy Management and Support**

- 5.6.1. We will offer support to our tenants to help them to sustain their tenancies. This will include:
 - Being clear at the start of the tenancy our expectations, and the obligations of our residents
 - Notifying resident as soon as we become aware of any breach of tenancy that the breach means they are at risk of losing their home

- Working with local agencies to ensure that our residents are appropriately supported.

5.7. **Tenancy Termination**

- 5.7.1. Where a tenancy is terminated, either due to breach of tenancy, or at the end of a fixed term, Quartz will ensure reasonable notice of our decision is given to residents to provide them with the opportunity to make arrangements.
- 5.7.2. We will signpost our residents to the relevant local authority housing service for advice and support, as well as any local agencies or charities operating in the area.

5.8. **Succession**

- 5.8.1. Statutory succession will apply where tenants qualify under law. Successions will therefore be only to a tenant's partner, married or unmarried, same or different sex, provided they lived with the tenant at the time of their death, and it was their only or principal home).
- 5.8.2. Only one succession is permitted; therefore, if the deceased tenant was themselves a successor or benefitted from survivorship under a joint tenancy, no further succession can take place. In addition, the person succeeding would normally be expected to be at least 18 years old and must not own or rent another property, with this being their principal home.

5.9. **Decanting Residents**

- 5.9.1. Where we have to move residents to alternative accommodation during any redevelopment or other works, we will grant them a tenancy with no less security of tenure on their return to settled accommodation.

5.10. **Appeals**

- 5.10.1. Quartz will act transparently in applying this policy. Where applicants do not agree with a decision Quartz have made in relation to:
- The type of tenancy granted.
 - The length of tenancy granted.
 - The decision not to grant a new tenancy.

they have a right to appeal our decision. Appeals should be made in writing within 14 days and will be responded to as set out in our complaints policy.

6 | **Policy Management**

- 6.1. The board have overall responsibility for this policy, which will be implemented by Quartz's managing agent. The managing agent will be responsible for keeping the policy under review and suggesting any required changes.
- 6.2. The board will receive assurance that the policy is being complied with through reports on tenancy renewals and changes and internal audit activity.

7 | Background Documents

7.1. This policy should be read in conjunction with the legal and regulatory documents listed below:

- RSH Tenancy Standard 2024

and the following strategies and policies:

- Allocations and Lettings Policy
-