

Milton Keynes City Council Housing Tenancy Policy

Contents

1	Purpose and aims	2
2	Homelessness and Housing Strategies and Allocation Scheme	2
3	The types of tenancies that will be granted	3
4	The circumstances in which tenancies of a particular type will be granted	3
5	The circumstances when introductory tenancies will be used, extended and ended	4
6	The length of term that will be used when fixed term tenancies are granted	7
7	The exceptional circumstances in which fixed term tenancies can be granted for a term of less than 5 years	8
8	The circumstances in which fixed term (also known as flexible) tenancies will and will not be renewed	8
9	Complaints and reviews	16
10	How the Council will take account of the needs of households who are vulnerable	19
11	Advice and assistance that will be given to tenants in finding alternative accommodation	20
12	How the Council will grant discretionary succession rights	21
13	Actions the Council will take to sustain tenancies	22
14	Actions the Council will take to prevent unnecessary evictions and what the Council will do if those prevention activities fail	23
15	How the Council will tackle tenancy fraud	25
16	Management moves	26
17	Reviewing this Policy	28
18	Equality and Diversity	29
19	Data Protection	29
20	Information about this Policy	30
21	How will the Policy be implemented?	30
22	Legislation, Related Policies and Other References	30
23	Review	30

1 Purpose and aims

- 1.1 The purpose of this Policy is to set out how Milton Keynes City Council (the “**Council**”), acting as a landlord, will provide social housing in Milton Keynes.
- 1.2 This Policy relates to lettings of all social and affordable rented properties, which includes adapted and sheltered housing. It does not cover hostels, temporary accommodation or other forms of supported housing which are allocated under the Council’s allocation scheme or local lettings scheme.
- 1.3 The aims of this Policy are:
 - 1.3.1 to be fair to all tenants;
 - 1.3.2 to be easy to understand and administer;
 - 1.3.3 to ensure that tenants are given the most secure form of accommodation possible to create sustainable communities;
 - 1.3.4 to provide housing to those who need it most;
 - 1.3.5 to make best use of social housing stock in Milton Keynes; and
 - 1.3.6 to minimise and prevent homelessness.

2 Homelessness and Housing Strategies and Allocation Scheme

- 2.1 In preparing this Policy, the Council has considered:
 - 2.1.1 its Homelessness Strategy;
 - 2.1.2 its Housing Strategy; and
 - 2.1.3 its Allocation Scheme; and
 - 2.1.4 its Tenancy Strategy.
- 2.2 This Policy supports the Council’s Homelessness Strategy because providing secure tenancies will help prevent homelessness.
- 2.3 This Policy is also consistent with and supportive of the Council’s Housing Strategy and Allocation Scheme because it supports the allocation of housing to those who need it most.
- 2.4 This Policy complies with the Council’s Tenancy Strategy for Milton Keynes.

3 The types of tenancies that will be granted

The Council will always strive to grant the most secure form of tenure possible to its tenants:

3.1 The Council will ensure that it grants tenancies with the most secure form of tenure possible that is suitable in the circumstances considering:

- 3.1.1 the purpose of the accommodation;
- 3.1.2 the needs of the tenant and their household, and any reasonable or additional preference they might be entitled to under the Council's Allocation Scheme;
- 3.1.3 the sustainability of the community; and
- 3.1.4 the efficient use of their housing stock.

3.2 The types of tenancy the Council can offer are:

- 3.2.1 a permanent tenancy – known as a secure tenancy. These tenancies will be either let at social rent or affordable rent. They can include an initial probationary period of 12 months (which can be extended by a further 6 months), which is known as an introductory tenancy. During an introductory tenancy, the tenant will have fewer rights than once a secure or flexible tenancy is granted. Following the introductory tenancy, the tenancy automatically becomes secure provided no proceedings for possession have been started; and
- 3.2.2 a fixed term tenancy – known as a flexible tenancy. Again, this can be let at social rent or affordable rent. Again, it can include an initial probationary period and should be granted for the periods detailed in section 6 below.

3.3 The Council will always consider granting secure tenancies in the first place.

4 The circumstances in which tenancies of a particular type will be granted

4.1 The Council will grant the longest tenancies possible in the circumstances and will always start from the position that it will grant a secure tenancy, unless that is not appropriate in the circumstances.

4.2 The Council will always grant secure tenancies to eligible applicants in the following groups:

- 4.2.1 who are or were tenants under a secure tenancy (of the same or a different home), where someone in the household has been a victim of domestic abuse and the new tenancy is granted because of that;
- 4.2.2 whose household contains a Vulnerable Person. A "**Vulnerable Person**" is:
 - 4.2.2.1 a pregnant woman or a person with whom she resides or might reasonably be expected to reside;
 - 4.2.2.2 a person with whom dependent children reside or might reasonably be expected to reside;

- 4.2.2.3 a person who is of an old-age (being state pension age), has a mental illness or handicap or physical disability or has some other welfare need or special reason, or with whom such a person resides or might reasonably be expected to reside;
- 4.2.2.4 a person who is homeless or owed a homelessness duty;
- 4.2.2.5 a person who is a victim of domestic abuse or left their previous home due to domestic abuse;
- 4.2.2.6 a person who is a child aged 16 or 17 who is not a relevant child for the purposes of section 23A of the Children Act 1989;
- 4.2.2.7 a person aged under 21 who at any time after reaching the age of 16, but while still under 18, was but is no longer, looked after, accommodated or fostered;
- 4.2.2.8 a person who is or has served as a member of His Majesty's regular naval, military or air forces; or
- 4.2.2.9 a person who is terminally ill;
- 4.2.3 who are former secure tenants or other occupiers of certain accommodation which would otherwise be available for letting in the following circumstances:
 - 4.2.3.1 the secure tenant has married an existing secure tenant and they both seek the grant of a fresh secure tenancy in their joint names;
 - 4.2.3.2 the tenant is a former secure joint tenant and the joint tenancy has ended (for example, due to relationship breakdown), but the tenant wishes to remain in the property and is eligible to do so;
 - 4.2.3.3 the applicant is a relation of the previous secure tenant who has died without there being a right of succession;
 - 4.2.3.4 the applicant has otherwise occupied the property for a considerable time (for example, as an adult child of a partner where there is no right of succession);
 - 4.2.3.5 the tenant was placed in accommodation under a non-secure tenancy but now wishes to be granted a secure tenancy; or
 - 4.2.3.6 the tenant is a former secure tenant who was subsequently imprisoned and is now due for release; and
- 4.2.4 who already have a secure tenancy, but require the grant of a new tenancy due to a move to another social rented home (whether with the same or another landlord) or due to a move back from alternative accommodation occupied during any redevelopment or other works.

5 The circumstances when introductory tenancies will be used, extended and ended

5.1 The Council will include an introductory tenancy of 12 months in all tenancies it grants, unless it is not appropriate to do so in the circumstances, for example if there are Exceptional Circumstances (detailed in section 0 below) which are not compatible with an introductory tenancy.

- 5.2 At least 3 months before the end of the introductory tenancy, the housing officer will review the tenancy (including consulting with the tenant and any relevant tenancy management team if appropriate) to determine whether any proceedings for possession have been started or whether there has been any breach of the tenancy.
- 5.3 If no proceedings for possession have been started and there has been no breach of the tenancy, the introductory tenancy will automatically become the secure or fixed term tenancy detailed in the tenancy agreement and the housing officer will write to the tenant confirming this.
- 5.4 If there has been a breach of the tenancy, the housing officer will consider:
- 5.4.1 all of the circumstances, including any Exceptional Circumstances or mitigating circumstances, for example where the breach has been committed by a former partner in the case of domestic abuse;
 - 5.4.2 the nature and severity of the breach;
 - 5.4.3 whether the circumstances would enable the Council to decide not to renew the tenancy under paragraph 8.9 below; and
 - 5.4.4 whether proceedings for possession can and should be commenced.
- 5.5 Before deciding to extend or end an introductory tenancy, the housing officer will consider:
- 5.5.1 the impact on the tenant and their household's needs;
 - 5.5.2 the impact on the wider community and neighbours; and
 - 5.5.3 possible housing alternatives so that homelessness is avoided in the case of ending an introductory tenancy.
- 5.6 If the tenant has breached the terms of the tenancy, but the breach is minor and would not enable the Council to start proceedings for possession, the housing officer will consider extending the introductory tenancy for an additional 6 months. Any extension must be reviewed by the housing manager before being executed. If confirmed by the housing manager, the housing officer will provide written notice to the tenant confirming the extension.
- 5.7 If the housing officer considers proceedings for possession can and should be commenced, the housing officer and the housing manager (or the Neighbourhood Services Manager or Head of Operations) will meet to agree whether or not to seek to end the introductory tenancy.
- 5.8 The housing officer will provide written notice to the tenant at least 2 months before the end of the introductory tenancy detailing:
- 5.8.1 that the Council proposes to end the introductory tenancy;
 - 5.8.2 any facts about the tenant's case which have been taken into account in the decision;

- 5.8.3 the tenant's right to make a complaint;
- 5.8.4 the tenant's right to request a review of the decision (also known within the Council as an appeal) (including advising that the tenant seek independent advice on requesting a review/appeal);
- 5.8.5 the tenant's right to seek a judicial review on any point of law;
- 5.8.6 the advice and assistance the Council will provide to help the tenant find alternative accommodation (detailed in section 0 below); and
- 5.8.7 an appointment for the housing officer and the tenant to meet and discuss housing options. If the tenant requests a review of the decision to end the introductory tenancy, this appointment will be delayed until the conclusion of that review.

5.9 The written notice will be sent at the same time as the following documents:

- 5.9.1 'Minded to' Notice;
- 5.9.2 Appeal Fact Sheet;
- 5.9.3 Appeal Form;
- 5.9.4 Housing Advice Fact Sheet; and
- 5.9.5 Notice Seeking Possession. Before the Notice Seeking Possession is served, the housing officer will complete a Proportionality Assessment Form which will be signed by the housing manager.

5.10 Written notices will be sent to the current property address and any other email address or postal address the tenant has provided. Copies of all adverse decisions will be made available for a reasonable period of time at the Council's main offices for collection by the tenant or someone on their behalf.

5.11 If the tenant might have difficulty understanding the implications of the decision, additional arrangements will be made for the tenant to be informed in person or via a telephone call.

5.12 Decisions about extending and ending introductory tenancies will be made by employees of the Council in accordance with this Policy. However, all decisions will be verified via a series of random checks by a designated senior officer. Tenants will be asked when the process starts, whether they (or anyone who lives with them or might reasonably be expected to live with them) are an employee of the Council. Where a tenant affirms that they (or a usual household member), is an employee of the Council, they will be notified of the process to deal with any conflicts of interest which will involve a senior officer assessing the circumstances and ensuring that it is dealt with impartially without any reference to the relevant employee. The same principle will be applied to relatives of persons who are employed by the Council.

6 The length of term that will be used when fixed term tenancies are granted

The Council will always strive to grant the longest form of flexible, fixed-term tenancy where possible:

- 6.1 When fixed term tenancies are used, the Council will grant a fixed term of a minimum of 5 years, after (and in addition to) any initial introductory tenancy, subject to the exceptions in this Policy at paragraphs 6.3 and 6.4 below.

- 6.2 Where a tenant has been offered a fixed term tenancy and requests a review of the decision to grant a particular length of term, the Council will keep the original offer open until conclusion of the review.

- 6.3 In Exceptional Circumstances (detailed in section 0 below), the Council may grant fixed term tenancies for a term of less than 5 years in general needs housing (following any introductory period). In such circumstances, the Council will always consider first whether the issue can be better addressed using an introductory period or an assured short-hold tenancy.

- 6.4 The Council may also use tenancies for a term of less than 5 years where necessary:
 - 6.4.1 to comply with a legislative direction or Government requirement or recommendation (including funding requirements);
 - 6.4.2 for tenants housed under Modular tenancies and the Next Steps Accommodation Programme; and
 - 6.4.3 due to the nature and construction of the property which means that only fixed term tenancies are appropriate.
 - 6.4.4 due to the short-term availability of the property (e.g., scheduled for regeneration/demolition)

- 6.5 Any fixed term tenancies granted by the Council will be for a minimum of 2 years (following any introductory period) and will not be used where:
 - 6.5.1 the tenant will need substantial adaptations to their home (being works worth more than £3,000 or equivalent to a flat floor shower); or
 - 6.5.2 tenants have a Vulnerable Person in their household.

7 The exceptional circumstances in which fixed term tenancies can be granted for a term of less than 5 years

7.1 “**Exceptional Circumstances**” are extreme in nature and are rare, unusual or remarkable circumstances which indicate that the tenant’s housing needs are more urgent than those of other tenants, including (but not limited to) the following:

- 7.1.1 there is a risk to life, for example due to a safeguarding issue or previous or threatened serious crime;
- 7.1.2 there is a child protection plan in place;
- 7.1.3 the tenant needs to relocate from another area to escape violence, harm or intimidation;
- 7.1.4 a major event means the tenant’s current home is no longer habitable, for example due to fire, flood or other disaster;
- 7.1.5 the tenant has been discharged from hospital, but their current home is not accessible for them to return to;
- 7.1.6 the tenant is a victim of domestic abuse;
- 7.1.7 the tenant is downsizing due to their current home no longer being affordable or being unsuitable without major adaptations;
- 7.1.8 the tenant’s current home being insanitary or in an unsatisfactory condition;
- 7.1.9 the tenant’s current home being statutorily overcrowded, unless that is due to another household having moved in;
- 7.1.10 the tenant being in witness protection; or
- 7.1.11 the tenant needing support to rehabilitate and integrate back into the community.

7.2 In determining whether Exceptional Circumstances exist, the relevant housing officer will have regard to:

- 7.2.1 all of the circumstances;
- 7.2.2 the fact that findings of Exceptional Circumstances should be kept to a minimum;
- 7.2.3 the need for consistency with previous decisions;
- 7.2.4 what would be fair to ensure that there is no discrimination; and
- 7.2.5 the likelihood and severity of the potential consequences if no Exceptional Circumstances are found.

7.3 The Council will determine whether or not there are Exceptional Circumstances at the point of receipt of the application and again when the tenancy is offered.

8 The circumstances in which fixed term (also known as flexible) tenancies will and will not be renewed

8.1 The Council will ensure that all fixed term tenancies are renewed or ended at the expiry of the fixed term so that they do not expire and become insecure periodic tenancies.

- 8.2 When a fixed term (also known as a flexible) tenancy is offered, the Council will provide to the tenant a full explanation of how and when the process to renew the tenancy at the end of the term will take place.
- 8.3 The Council will start the tenancy renewal process at least 12 months before the end of the fixed term.
- 8.4 The housing officer will arrange to meet the tenant for a final review meeting at which they will complete the Final Review Form. A maximum of 5 attempts will be made to arrange such a meeting.
- 8.5 To decide whether or not the fixed term/flexible tenancy should be renewed, the housing officer will assess the tenant's individual situation (including the situation of the tenant's household) and consider all relevant circumstances including (but not limited to):
- 8.5.1 the size of the tenant's household;
 - 8.5.2 the housing need of the tenant and their household;
 - 8.5.3 the suitability of the current property for the tenant and their household;
 - 8.5.4 whether the tenant (or someone in their household) is a Vulnerable Person (as defined in paragraph 4.2.2 above);
 - 8.5.5 whether the tenant (or someone in their household) has a protected characteristic;
 - 8.5.6 the care, support and health needs of the tenant and their household, including access to local support networks, family members and services which the tenant relies on;
 - 8.5.7 whether a move would require any children permanently residing with the tenant to change school;
 - 8.5.8 whether a move would put the tenant's (or someone in their household's) work or training at risk because the only available options would make travel too difficult;
 - 8.5.9 the income, savings and occupational status of the tenant and their household;
 - 8.5.10 how the tenant has managed the current tenancy;
 - 8.5.11 whether the tenant and their household has adhered to the terms and conditions of the tenancy agreement, including whether a breach has been committed by a former partner in the case of domestic abuse;
 - 8.5.12 the efforts made by the tenant and their household to seek alternative accommodation;
 - 8.5.13 whether the tenant should now be offered a secure tenancy;
 - 8.5.14 whether the tenancy should be renewed in respect of a different property if the current property is no longer suitable or available (e.g., regeneration);
 - 8.5.15 whether the tenant or a member of their household has been a victim of domestic abuse and the disruption that could be caused to them by moving;
- and

8.5.16 any significant mitigating factors contributing to the tenant being unable to comply with the requirements of this Policy.

8.6 As part of the assessment, the housing officer will consider evidence supplied by the tenant (e.g. proof of identity or employment), or information gained from public bodies (e.g. prisons, young offender institutes, secure training centres, secure colleges, youth offending teams, probation services, DWP/Jobcentre Plus, social services authorities (adult social services and child social care), NHS Trusts and NHS Foundation Trusts, the Ministry of Defence, general medical practitioners, schools and police), Registered Providers, voluntary organisations and any other persons or organisations that might be able to provide or verify evidence relevant to the renewal.

8.7 The Council will expect tenants to actively engage in the renewal process and provide information and documentation when requested, but the housing officer will take account of the tenant's circumstances and allow extra time where appropriate, for example due to the tenant needing additional assistance to understand what is being requested.

8.8 The Council will start from the presumption that it will grant a new tenancy which will either be a secure tenancy or another fixed term/flexible tenancy for a term at least equivalent to the current fixed term.

8.9 The Council may decide not to renew a fixed term/flexible tenancy for the following reasons:

8.9.1 Unacceptable Behaviour - the tenant or a present or past member of their household is guilty of past Unacceptable Behaviour (defined in paragraph 8.10 below) that makes them unsuitable to be a tenant and there has been no improvement in their behaviour between the date when the Unacceptable Behaviour occurred and the date when the renewal decision is made;

8.9.2 Arrears - subject to paragraph 8.11 below, the tenant has committed current and/or previous persistent breaches of the tenancy agreement relating to non-payment of rent and has outstanding liabilities (such as rent or service charge arrears, or recharges) which are more than 1/12th of the annual amount due in respect of the tenancy;

8.9.3 Tenancy Condition Breach - there is a current and/or previous persistent Tenancy Condition Breach (as to which see paragraph 8.14 below), but any other breaches of the tenancy agreement will be dealt with under the normal possession process;

8.9.4 Lack of engagement - the tenant is not engaging with the review process and/or all 5 attempts to arrange the final review meeting are unsuccessful, but the housing officer will first explore whether the tenant has any vulnerability which is affecting their ability to engage;

8.9.5 Change in Exceptional Circumstances - the existing tenancy was granted in Exceptional Circumstances which no longer exist; and

8.9.6 Change in financial circumstances - the tenant's financial circumstances have changed so that they can no longer sustain the tenancy and supported housing may be more appropriate.

8.10 Unacceptable Behaviour

8.10.1 **“Unacceptable Behaviour”** is one of the following behaviours where that behaviour would be serious enough to allow a county court judge to make an outright possession order at the date of the renewal decision:

8.10.1.1 having an unspent conviction of a serious offence, committed in the locality of the property, against a person with a right to reside or occupy or to accommodate;

8.10.1.2 having an unspent conviction of a serious offence, committed elsewhere against the Council or a Registered Provider or agents acting on their behalf, which directly or indirectly was related to or affected the carrying out of housing management functions;

8.10.1.3 perpetrators of domestic abuse who are subject to a non-molestation order, an injunction order, an occupation order or a restraining order which is in force at the date of the renewal decision;

8.10.1.4 having an unspent conviction at the date of the renewal decision for a serious offence as defined by the Serious Crime Act 2007, Part 1, Schedule 1, committed in the locality of a property against another person or the Council or a Registered Provider;

8.10.1.5 breaching a provision of an injunction under section 1, conviction under section 30, or an order made under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, which caused nuisance, annoyance, harassment, alarm or distress to a person in the locality or the Council or a Registered Provider, or resulted in access to property that has been prohibited under section 76 of the Anti-social Behaviour, Crime and Policing Act 2014, for a continuous period of more than 48 hours;

8.10.1.6 having an unspent conviction for an offence under section 80(4) or 82(8) Environmental Protection Act 1990, concerning noise from a property which was a statutory nuisance as per section 79(1), Part 3 of the Environmental Protection Act 1990;

8.10.1.7 having an unspent conviction for an offence under the Fraud Act 2006, Forgery and Counterfeiting Act 1981 or Social Housing Fraud Act 2013, involving withholding, falsifying or misrepresenting any information to be allocated social rented housing or the sub-letting of social housing by current tenants;

8.10.1.8 within [the past 12-months], having committed any other behaviour that would give grounds for possession under Housing Act 1985, section 84, Schedule 2, Part 1, Grounds 1-7 and section 84A. This includes a tenant (or a member of their household) being responsible for:

- 8.10.1.8.1 causing nuisance or annoyance to other people living, visiting or carrying out lawful activities in the locality of their home, and/or employees of the Council or people employed by other organisations, to carry out housing management functions for the Council;
- 8.10.1.8.2 causing an offence, for which they were convicted, which took place during and at the scene of a riot in the UK;
- 8.10.1.8.3 causing violence or threats of violence towards another person or their family members, who were living at the same property as the tenant, which resulted in them leaving and being unlikely to return the property;
- 8.10.1.8.4 allowing acts of waste or neglect at the property or common parts of a building in which the property is situated, or failing to take reasonable steps to stop any person residing with them doing so;
- 8.10.1.8.5 allowing furniture, provided by a landlord for use as part of their tenancy, or for use in common parts, to deteriorate due to ill-treatment, and in a circumstance where a lodger has caused the ill-treatment, not taking reasonable steps to evict that lodger; and
- 8.10.1.8.6 being granted a tenancy as a result of deliberately making a false statement, made by themselves or another person at their prompting.

8.10.2 Unacceptable Behaviour will not take account of any behaviour relating to a spent conviction under the Rehabilitation of Offenders Act 1974, section 4(1).

8.11 Arrears

8.11.1 The Council will not generally refuse to renew a tenancy because of rent arrears and will consider ways in which rent arrears can be resolved. However, the Council may refuse to renew if the tenant has committed current and/or previous persistent breaches of the tenancy agreement relating to non-payment of rent and has outstanding liabilities (such as rent or service charge arrears, or recharges, but subject to paragraph 8.13 below) attributable to the tenancy which are more than 1/12th of the annual amount payable in respect of the tenancy. When considering arrears, the housing officer will:

- 8.11.1.1 seek to agree a realistic repayment agreement based on the affordability of the tenant, rather than the level of debt;
- 8.11.1.2 focus on the tenant's willingness to address the debt and come to an agreement to do so;
- 8.11.1.3 consider why the arrears have arisen and whether additional support would change the situation; and

8.11.1.4 consider the urgency of the tenant's housing need as of paramount importance.

8.12 Where there are arrears on an account, the tenant will be asked to clear these in full prior to the new tenancy being granted. Where this is not possible but a decision is made to award a new tenancy, the arrears will remain due and be recovered in line with the Council's Former Tenant Arrears Policy.

8.13 For the purpose of this Policy, outstanding rent arrears or debts which fall within the following categories will be disregarded:

8.13.1 any outstanding liability (such as rent arrears) attributable to a tenancy of which the tenant (or a member of their household) is not, and was not when the liability accrued, the tenant;

8.13.2 any rent or other liability which is outstanding, but where the amount outstanding is less than 1/12th of the annual amount payable in respect of the tenancy, or the tenant has both (i) agreed payments to repay the outstanding liability, and (ii) made payments in line with that arrangement for at least 3 months and is continuing to make such payments;

8.13.3 any outstanding liability of the tenant or anyone in their household which does not relate to the tenancy of a property; and

8.13.4 any outstanding liability that has been declared unenforceable or statute barred for which court action was not started before the unenforceable period began.

8.14 Tenancy Condition Breach

8.14.1 A "**Tenancy Condition Breach**" is when the tenant or a member of their household has been found to have breached any of the following tenancy conditions within the past [12 months]:

8.14.1.1 purposely failing to report repairs;

8.14.1.2 failing to allow contractors to enter the property to carry out maintenance;

8.14.1.3 running a business from the property without permission from the landlord; or

8.14.1.4 having an unspent conviction for using or allowing the property to be used for illegal or immoral purposes.

8.15 Before deciding not to renew a fixed term/flexible tenancy, the housing officer will consider:

8.15.1 the impact on the tenant and their household's needs;

8.15.2 the impact on the wider community and neighbours; and

8.15.3 possible housing alternatives so that homelessness is avoided.

- 8.16 Within 2 weeks of the final review meeting (referred to in paragraph 8.4 above), the housing officer and the housing manager (or the Neighbourhood Services Manager or Head of Operations) will meet to decide to either:
- 8.16.1 offer a new tenancy (of the same property or a different property); or
 - 8.16.2 end the fixed term/flexible tenancy.
- 8.17 If the Council decides to grant a new tenancy, the starting expectation is that the tenancy will be in respect of the current property occupied by the tenant, so long as the tenant's reasonable preference and priority are sufficient to warrant an allocation of that property under the Council's allocation scheme. However, the Council is not required to offer the same property if it is not suitable in the circumstances which could include (but are not limited to):
- 8.17.1 works are required on the property in the next 5 years which would require its redevelopment or demolition;
 - 8.17.2 the property would be sold if it became empty in line with the Council's Asset Management Strategy;
 - 8.17.3 the property is no longer suitable for the tenant and their household, for example under the Social Sector Size Criteria or due to severe overcrowding; and
 - 8.17.4 there are unused, substantial adaptations at the property.
- 8.18 If the Council does not offer the renewed tenancy in respect of the current property, it will offer of an alternative property for which the tenant has reasonable preference.
- 8.19 The housing officer will provide written notice to the tenant at least 6 months before the end of the current tenancy detailing:
- 8.19.1 either that they propose to grant another tenancy on the expiry of the fixed term or that they do not propose to grant another tenancy;
 - 8.19.2 if the tenancy is being renewed, the terms of the new tenancy;
 - 8.19.3 where the Council believes that there is good reason not to renew the tenancy for at least the same term, a full explanation of the reasons justifying that decision and explaining what alternative tenancy is being offered. Any reasons given by the Council will be:
 - 8.19.3.1 in the interests of good housing management; and
 - 8.19.3.2 proportionate given the circumstances;
 - 8.19.4 any facts about the tenant's case which have been taken into account in the decision;
 - 8.19.5 the tenant's right to make a complaint;
 - 8.19.6 the tenant's right to request a review of the decision (also known within the Council as an appeal) (including advising that the tenant seek independent advice on requesting a review/appeal);
 - 8.19.7 the tenant's right to seek a judicial review on any point of law; and
 - 8.19.8 the advice and assistance the Council will provide to help the tenant find alternative accommodation (detailed in section 0 below).

- 8.20 If the fixed term/flexible tenancy is not being renewed, the written notice to be sent under paragraph 8.19 will be sent at the same time as the following documents:
- 8.20.1 Outcome of Review Letter;
 - 8.20.2 'Minded to' Notice;
 - 8.20.3 Appeal Fact Sheet;
 - 8.20.4 Appeal Form; and
 - 8.20.5 Housing Advice Fact Sheet.
- 8.21 Written notices will be sent to the current property address and any other email address or postal address the tenant has provided. Copies of all adverse decisions will be made available for a reasonable period of time at the Council's main offices for collection by the tenant or someone on their behalf.
- 8.22 If the tenancy is not being renewed and the tenant might have difficulty understanding the implications of the decision, additional arrangements will be made for the tenant to be informed in person or via a telephone call.
- 8.23 If the tenancy is not being renewed, the tenant will also be given a Notice Seeking Possession. This will be given at least 2 months before the Council requires possession of the property, but where possible, will be given at the same time as the documents referred to in paragraph 8.20 above. Before the Notice Seeking Possession is served, the housing officer will complete a Proportionality Assessment Form which will be signed by the housing manager.
- 8.24 If the fixed term/flexible tenancy is not being renewed, the Outcome of Review Letter will include an appointment for the housing officer and the tenant to meet and discuss housing options. If the tenant requests a review of the decision not to renew the tenancy, this appointment will be delayed until the conclusion of that review.
- 8.25 If the Council does not renew the tenancy, it will consider providing or finding an alternative suitably priced and sized home. The Council will also consider:
- 8.25.1 providing financial or other incentives for tenants to move;
 - 8.25.2 negotiating with registered providers of social housing who own or manage dwellings in Milton Keynes to provide a suitable home; and
 - 8.25.3 supporting the household into affordable/market rent or owner occupation if appropriate to their social and financial circumstances.
- 8.26 Decisions about renewals will be made by employees of the Council in accordance with this Policy. However, all decisions will be verified via a series of random checks by a designated senior officer. Tenants will be asked when the renewal process starts, whether they (or anyone who lives with them or might reasonably be expected to live

with them) are an employee of the Council. Where a tenant affirms that they (or a usual household member), is an employee of the Council, they will be notified of the process to deal with any conflicts of interest which will involve a senior officer assessing the renewal and ensuring that it is dealt with impartially without any reference to the relevant employee. The same principle will be applied to relatives of persons who are employed by the Council.

9 Complaints and reviews

- 9.1 When notifying a tenant of any decision in relation to the grant of or refusal to renew a tenancy, the Council will make the tenant aware of:
- 9.1.1 the tenant's right to make a complaint;
 - 9.1.2 the tenant's right to request a review of the decision (also known within the Council as making an appeal);
 - 9.1.3 the tenant's right to seek a judicial review on any point of law; and
 - 9.1.4 the tenant's right to get independent advice and support (as appropriate).
- 9.2 When sending formal notice of the decision not to grant another tenancy, the Council will advise tenants to seek independent advice on requesting a review/appeal.

9.3 Complaints

- 9.3.1 Tenants will be informed of their right to make a complaint within 12 months of becoming aware of an issue if they think the Council or any Council employee/representative has:
- 9.3.1.1 done something wrong;
 - 9.3.1.2 behaved unfairly or not politely;
 - 9.3.1.3 not carried out a service to an agreed standard; or
 - 9.3.1.4 not responded to a request for a service within the Council's stated timescale.
- 9.3.2 Complaints should relate to conduct or timescales, rather than the substance of any decision. If a complaint is received relating to the substance of a tenancy decision, the tenant should be referred to the review/appeal process details in paragraph 9.4 below.
- 9.3.3 Complaints can be made through the Council's website or via a dedicated telephone line and the tenant will be sent an acknowledgement within 5 working days.
- 9.3.4 Stage 1 of the complaints process involves an investigating officer reviewing the case. The investigating officer will not be connected to the case and will

usually be senior to the housing officer who originally handled the case. The investigating officer will aim to provide a full response within 20 working days.

- 9.3.5 If the tenant is unhappy with the outcome of Stage 1, they can request that the matter be reinvestigated as Stage 2 of the complaints process.
- 9.3.6 The tenant must contact the investigating officer or the customer services team within 20 working days of the Stage 1 response, setting out their reasons for dissatisfaction with that response. Stage 2 will involve a review of the original case, what was investigated at Stage 1 and tenant's reasons for dissatisfaction with the outcome. Again, the investigating officer will not be connected to the case and will usually be a manager senior to the Stage 1 investigating officer. The investigating officer will aim to provide a final decision within 30 working days.
- 9.3.7 If the tenant is unhappy with the outcome of Stage 2, they can complain to The Local Government & Social Care Ombudsman and/or the **Housing Ombudsman Service**.

9.4 Reviews/Appeals

- 9.4.1 Tenants will be informed of their right to request a review within 21 days of receiving a decision about:
 - 9.4.1.1 the facts of the case which have been taken account, including any Exceptional Circumstances and any decision on whether someone is a Vulnerable Person;
 - 9.4.1.2 the extent of the tenant's household;
 - 9.4.1.3 the type of tenancy offered;
 - 9.4.1.4 the length of fixed term tenancy offered; and
 - 9.4.1.5 not renewing a tenancy on the expiry of the fixed term.
- 9.4.2 Within the Council, reviews are referred to as appeals, but they are separate from any legal appeal to the Courts a tenant may make (as to which see paragraph 9.5 below).
- 9.4.3 A tenant can request a review in any way, for example verbally, by email or letter or using the Appeal Form, but the housing officer must complete an Appeal Form if the tenant does not do so.
- 9.4.4 The review will be a re-consideration of all the relevant facts and the legal requirements at the date the review is carried out.

- 9.4.5 The Council will complete the review within eight weeks (56 days), but this timeframe can be extended by mutual agreement between the parties.
- 9.4.6 The review will be carried out by the housing manager (or the Neighbourhood Services Manager or Head of Operations or another manager), whom will not have previously been involved in making the original decision.
- 9.4.7 There will not usually be an oral hearing as part of the review. However, if the Council deem an oral hearing would help to determine the facts of the case, the tenant will be entitled to have an advocate present. The Council will decide what form of oral hearing will be most appropriate in the circumstances. Hearings could be in person, via the telephone or via video-conference technology.
- 9.4.8 If there is an oral hearing, the tenant will be given 2 weeks' notice of the hearing and must confirm in writing any advocates at least 1 week before the hearing. The housing officer will provide the reviewing officer and the tenant with all relevant evidence they will present at the hearing at least 1 week before the hearing. If the tenant does not attend the hearing and does not contact the Council in advance of the hearing, it will continue in their absence. If the tenant provides reasonable prior notice, the housing manager or a senior officer may agree a new hearing date at their sole discretion, for example if the tenant cannot attend due to a medical appointment, childcare responsibilities, illness or an advocate being unable to attend (especially if the tenant has language barriers or a disability).
- 9.4.9 An Outcome of Appeal Letter will be sent to the tenant within 2 weeks of the review decision. If there is to be no offer of a new tenancy, an appointment date for a housing advice meeting will be included in the Outcome of Appeal Letter. The relevant support services internally and externally will be advised of the outcome of the appeal.
- 9.4.10 If there is no oral hearing and the Council concludes that there was a deficiency or irregularity in the original decision, or in the manner in which it was made, but is minded to decide against the interests of the tenant anyway, the Council will notify the tenant of their intentions and the reasons for them. The tenant may then, within a reasonable period of time specified in the notice, make written representations to the Council.
- 9.4.11 Notification of all review decisions, including reasons for decisions made, will be made in writing.

9.5 Judicial reviews and Court appeals

- 9.5.1 Tenants will be informed of their rights to pursue a judicial review or appeal to the County Court.
- 9.5.2 Following a review/appeal decision under paragraph 9.4 above, tenants can appeal to the County Court on any legal point if:
 - 9.5.2.1 they are not happy with the decision; or
 - 9.5.2.2 the Council has failed to meet the relevant timescales for making and confirming a decision.
- 9.5.3 Tenants will be informed that there are deadlines for making appeals (some within 21 days of being told the relevant decision) and will be advised to seek independent advice.
- 9.5.4 Tenants will also be informed of their right to ask the Administrative Court to carry out a judicial review of any decision made by the Council.
- 9.5.5 Tenants will be informed that any application to the court for judicial review must be started promptly and in any event within 3 months after the grounds for making the application first arose and will be advised to seek independent advice.

10 How the Council will take account of the needs of households who are vulnerable

- 10.1 On any decision about a tenancy, the Council will consider if the tenant or someone in their household is a Vulnerable Person (as defined in paragraph 4.2.2 above).
- 10.2 If the tenant or someone in their household is a Vulnerable Person, the Council will take a multi-agency approach to reduce the risk of serious detriment to any member of the household. This includes co-ordinating action across Council departments to address the whole needs of the household and, where necessary, obtaining the advice of a social worker or support agency and referring the tenant and their household to other agencies and services that can support them.
- 10.3 The Council will be sympathetic to the specific needs of tenants and their households and will always aim to help Vulnerable Persons to be able to live independently.
- 10.4 All Council officers will be trained and aware of safeguarding issues and will have discretion to vary their approach according to the needs and circumstances of the tenant and their household, provided that their actions are consistent and in the best interests of the tenant and their household.

10.5 The Council will provide tenancies which provide a reasonable degree of stability for Vulnerable Persons and their households.

11 Advice and assistance that will be given to tenants in finding alternative accommodation

11.1 The Council will provide advice and/or help to tenants whose tenancies are being ended or whose fixed term tenancies are not being renewed to find alternative accommodation that is suitable to the needs of their household.

11.2 The Council will provide the following advice and information to all tenants whose tenancies are being ended or whose fixed term tenancies are not being renewed:

- 11.2.1 a Housing Advice Fact Sheet with the written notice confirming the decision;
- 11.2.2 information and advice on the Council's website; and
- 11.2.3 printed written information and advice if the tenant is unable to access the website.

11.3 Information and advice can also be provided via the following means if necessary for the tenant's specific needs:

- 11.3.1 orally on the telephone or videotelephone or using video-conference technology; or
- 11.3.2 in-person at the Council's main offices or, if the tenant is unable to attend the Council's main offices, at the tenant's home or another appropriate location.

11.4 The Council will consider requests for information in translated and alternative formats (e.g. Braille, large print, audio etc) and provide materials as relevant. The special needs of specific groups of tenants (e.g. the housebound, prisoners etc), will be taken account of when making any arrangement to access and provide information and advice.

11.5 Following a decision to end a tenancy or not renew a fixed term tenancy, the tenant will be given an appointment with the housing officer so that they can meet to discuss housing options. The meeting should take place within one month of service of the relevant decision letter or conclusion of an appeal (where the appointment has been delayed due to the tenant making an appeal).

11.6 During the meeting, the housing officer must provide advice and assistance on the following to the extent relevant to the tenant's (and their household's) individual circumstances:

- 11.6.1 understanding the tenant's income and capital resources so that the tenant can consider realistic housing options;

- 11.6.2 appropriate, affordable housing options, having regard to statutory guidance on suitability;
- 11.6.3 registering for an allocation of social housing;
- 11.6.4 applying for temporary accommodation;
- 11.6.5 signposting local advice agencies including Citizen's Advice Bureau, legal advice centres and support agencies (such as Connections/SMART);
- 11.6.6 information about the Council's shared ownership schemes and other rental products;
- 11.6.7 information about refuges, supported housing and any other relevant affordable housing initiatives; and
- 11.6.8 referring the household to any other necessary support, such as the Homeless Prevention Team, the Allocations Team, the Tenancy Sustainment Team, the Welfare Support Team and any employment support.

11.7 The housing officer must follow up the meeting by referring the tenant and its household to any appropriate support discussed, including the Homeless Prevention Team, the Allocations Team, the Tenancy Sustainment Team, the Welfare Support Team and any employment support.

11.8 The housing officer will also provide additional help to tenants who are likely to have difficulty due to them being a Vulnerable Person (as defined in paragraph 4.2.2 above). This could include (but is not limited to) the following:

- 11.8.1 completing application forms, for example for an allocation of social housing;
- 11.8.2 explaining what evidence might be required as part of an application process and helping the tenant collect this evidence; and
- 11.8.3 helping the tenant express a preference for the location of social rented housing they might be allocated.

12 How the Council will grant discretionary succession rights

12.1 Under succession, if

- 12.1.1 a tenant dies, their tenancy will pass to their husband, wife or civil partner (or a person who lived with them as if they were a husband, wife or civil partner) if they were living in the property as their only or principal home at the time of the tenant's death; and
- 12.1.2 a joint tenant dies, the tenancy will pass to the other joint tenant.

12.2 By law, once a succession has taken place, there is no further right of succession.

12.3 Where there is no right to succession, the Council may agree to give a new tenancy to a family member, relative, partner or carer in certain special circumstances, as to which see paragraph 4.2.3 above.

12.4 If a tenant succeeds to a tenancy, the tenancy may be moved to another property if that property is not suitable for the new tenant or the tenant's reasonable preference and priority are not sufficient to warrant an allocation of that property under the Council's allocation scheme. If the Council does not offer the tenancy in respect of the current property, it will offer of an alternative property for which the tenant has reasonable preference.

13 Actions the Council will take to sustain tenancies

13.1 The Council will provide tenancy sustainment support to help tenants retain their tenancies.

13.2 The support offered will be flexible and tailored to the specific circumstances and needs of the tenant and its household. It will be provided by the housing officer or the relevant support team or organisation.

13.3 Tenancy sustainment support can include help with one or more of the following (which is not intended to be exhaustive):

- 13.3.1 negotiating utilities supplies;
- 13.3.2 budgeting and debt advice;
- 13.3.3 applying for benefits or resolving problems with benefits;
- 13.3.4 applying for discretionary housing payments;
- 13.3.5 accessing health services or other specialist services, such as those dealing with drug or alcohol abuse;
- 13.3.6 creating social networks, such as introducing the tenant to local social groups; and
- 13.3.7 accessing education, work or volunteering.

13.4 A tenant can request support in any way, for example verbally, by email or letter or using the tenancy sustainment support application form, but the housing officer must complete an application form if the tenant does not do so.

13.5 The housing officer will consider the application and discuss with the tenant what support can be provided, considering the support options available and what will work best for the tenant.

13.6 The housing officer and the tenant will agree what support will be provided and how long it will initially be provided for, taking account of the fact it can be varied as the tenant's needs change.

13.7 The agreed support will be put in place as soon as possible and will be regularly reviewed to check it is still suitable and if any changes need to be made. Support can be paused and reactivated if needed.

14 Actions the Council will take to prevent unnecessary evictions and what the Council will do if those prevention activities fail

14.1 The Council will work to prevent tenants from breaching their tenancy agreements with clear communication with the tenant at every stage and setting clear expectations.

14.2 The Council will monitor the tenant's management of its tenancy to ensure any potential issues are picked up and resolved at the earliest opportunity. The housing officer will arrange review meetings with the tenant every 3 months in the first year of a tenancy. After the first year, review meetings will take place every 12 months, unless the housing officer considers another frequency would be more appropriate. Review meetings will be in person where possible.

14.3 When the tenancy agreement is entered into, the housing officer will arrange a sign-up with the tenant at which the housing officer will explain beforehand or during sign-up:

- 14.3.1 the duration of the term;
- 14.3.2 the appeal process;
- 14.3.3 the tenant's rights and responsibilities;
- 14.3.4 the implications of breaching a tenancy;
- 14.3.5 the dates at which the tenancy will be reviewed;
- 14.3.6 if the tenancy is a fixed term/flexible tenancy, the process for renewing the tenancy;
- 14.3.7 the process for ending the tenancy;
- 14.3.8 the precise payments required to avoid arrears, including advice about welfare benefits, assistance to apply for benefits and verifying the tenant has the means to pay the rent, either through waged employment or benefits; and
- 14.3.9 different methods of payment of rent available to the tenant.

14.4 The Council will:

- 14.4.1 work with other agencies, including advice agencies and health and social care services, to provide a co-ordinated service to tenants that helps them to meet their tenancy obligations;
- 14.4.2 where appropriate, apply for alternative payment arrangements to enable the housing element of Universal Credit to be paid direct to the Council; and
- 14.4.3 carry out awareness training for Council staff across all relevant services.

14.5 If arrears or other breaches of the tenancy arise, the Council will seek to resolve them as quickly as possible through personal contact, providing support to the tenant and agreeing a clear course of action detailing consequences.

- 14.6 The housing officer will engage with the tenant to identify why the breach has occurred and what is the best solution. The Council's priority is to achieve personal contact with the tenant as soon as possible after the breach has arisen, either in person or by phone. At this meeting or call, the housing officer will discuss the issue with the tenant and agree a plan to resolve it.
- 14.7 If the tenant is in arrears, the Council will seek to recover the arrears in the shortest possible time that would not cause the tenant to be in serious financial difficulty as a result.
- 14.8 If the tenant has committed anti-social behaviour, the Council will use appropriate tools in the circumstances which may include acceptable behaviour contracts, warning letters, home visits, office interviews and mediation.
- 14.9 Where a plan to resolve a breach of tenancy fails, the tenant will be given a short period of time to bring the plan into line. If it does not do so, the housing officer will meet with tenant again to discuss the issue in more detail. The Council will still try to engage with the tenant, understand the problem and agree a plan to resolve the breach, but will also ensure the tenant understands that non-compliance may lead to recovery action.
- 14.10 If the tenant is still in breach of the tenancy after a reasonable period, the Council will serve a Notice of Seeking Possession and apply for a court order to obtain possession of the property in accordance with the forfeiture provisions of the tenancy agreement and the appropriate procedure, for example the Council's Absolute Grounds for Possession Procedure (as to which see paragraph 14.14 below), the Rent and Service Charge Policy and the Anti-Social Behaviour Protocol. The Council will also consider if other enforcement action is appropriate, for example a civil injunction.
- 14.11 When taking any action to obtain possession of the property, the Council will consider what is appropriate and proportionate in all the circumstances. For example, in the case of a joint tenancy where there is domestic abuse between the tenants, the Council will consider evicting the perpetrator and allowing the victim to remain with a new tenancy agreement.
- 14.12 The Council's overriding aim is to help and support each tenant to maintain their tenancy and take possession action only as a last resort.
- 14.13 In addition to any rights the Council has to evict the tenant detailed above, if the property is closed for more than 48 hours under a Closure Order (for anti-social behaviour) or the tenant, a member of their household or a visitor is:
- 14.13.1 convicted of a serious criminal offence in, or in the locality of, the property, affecting a person with a right to live in the locality of the property or affected the Council or the Council's staff or contractors;
 - 14.13.2 found by the Court to have breached a Civil Injunction;

- 14.13.3 convicted for breaching a Criminal Behaviour Order; or
- 14.13.4 convicted for breaching a Noise Abatement Notice,
- 14.13.5 the Council will also be able to end the tenancy under the absolute ground for possession, subject to any available human rights defence, including proportionality.

14.14 If any circumstances arise which would enable the Council to end the tenancy under the absolute ground for possession, the housing officer will follow the Absolute Grounds for Possession Procedure which includes:

- 14.14.1 the housing officer obtaining approval from the Neighbourhood Services Manager to service of a notice;
- 14.14.2 the housing officer serving notice on the tenant within 12 months of the relevant conviction/court finding (or final determination of an appeal against the relevant conviction/finding) or within 3 months of the tenant's property being closed (or final determination of an appeal against a Closure Order); and
- 14.14.3 the tenant having a right to request a review and the special urgent review process that will be followed.

15 How the Council will tackle tenancy fraud

15.1 The Council has robust internal audit processes in place to detect possible fraudulent or corrupt actions by tenants and staff, including the Council's Social Housing Fraud Protocol, a tenancy audit checklist and regular staff training on tenancy fraud.

15.2 When a tenancy is granted, the Council will:

- 15.2.1 check identity documents to verify that they are genuine and that they confirm the identity of the tenant;
- 15.2.2 check the residency status and tenancy history of the tenant;
- 15.2.3 require all tenants to sign declarations confirming that they have not and will not commit tenancy fraud, regardless of how they are obtaining the tenancy, for example including as a result of assignment, mutual exchange or succession;
- 15.2.4 use Credit Reference Agencies; and
- 15.2.5 where appropriate, photograph tenants so that the identity of the tenant can be verified at subsequent tenancy audits and review meetings.

15.3 Every tenant will be provided with information about tenancy fraud offences on the grant and/or renewal of every tenancy. Tenants might be prosecuted if they deliberately withhold information, provide misleading information, or do not notify the Council of any change in circumstances, for example a change in income or household. A warning will include the following facts: a person guilty of such an offence could be liable to pay a fine (with no maximum) and may also face prosecution for fraud which can result in imprisonment.

15.4 The Council will carry out regular tenancy audits on an annual basis to check that the authorised tenant is living at the property. Where possible, this will be combined with other planned visits, such as the annual gas safety check.

15.5 The Council may periodically carry out changes to communal entry door systems to uncover unauthorised occupiers.

15.6 The Council will maintain a general fraud phone line and pages on its website for concerned staff, neighbours, suppliers and other stakeholders to report suspicions or concerns about tenancy fraud and will refer anyone who raises concerns about fraud to those resources.

15.7 The Council will provide regular training to frontline staff on how to spot fake and forged documents and the warning signs that may indicate tenancy fraud.

15.8 If the Council becomes aware of potential tenancy fraud, the housing officer will thoroughly investigate the circumstances and gather as much information as they can as soon as possible. The housing officer will follow the Social Housing Fraud Protocol and gather information from a range of sources.

15.9 Following an investigation, the housing officer and the housing manager (or the Neighbourhood Services Manager or Head of Operations) will meet to decide what action to take, including court action to recover possession of the property where appropriate and proportionate.

15.10 Where any Council staff member could potentially be implicated in the fraud (either directly or indirectly), the housing manager (or the Neighbourhood Services Manager or Head of Operations) will allocate an independent housing officer (not previously involved with that tenant) to carry out the investigation.

16 Management moves

16.1 A management move is where a tenant is offered a property transfer by the Council for housing management purposes, whilst still maintaining the same tenancy. Management moves are initiated by the Council and are separate to the tenant's ability to apply for a transfer to alternative housing or a mutual exchange (details of which are outside the scope of this Policy and can be found in the Council's Allocation Scheme).

16.2 The Council will only use a management transfer where no other housing solution is possible.

16.3 The Council will arrange a management move where they require the tenant to move or the tenant needs to move for the following reasons (which are not intended to be exhaustive):

- 16.3.1 domestic abuse;
- 16.3.2 violence, harassment, intimidation, or threats of violence likely to be carried out;
- 16.3.3 the need to protect witnesses who have agreed to go to court to give evidence on matters of anti-social behaviour;
- 16.3.4 urgent social reasons;
- 16.3.5 major works to the property need to be carried out;
- 16.3.6 the property is no longer suitable for the tenant and their household, for example under the Social Sector Size Criteria, due to severe overcrowding or because the tenant requires adaptations which are not viable at that property; or
- 16.3.7 there are unused, substantial adaptations at the property.

16.4 To decide whether or not there should be a management move, the housing officer will assess the circumstances indicating that a management move may be required and will consider tenant's individual situation (including the situation of the tenant's household) and consider all relevant circumstances including (but not limited to):

- 16.4.1 the size of the tenant's household;
- 16.4.2 the housing need of the tenant and their household;
- 16.4.3 the suitability of the current property for the tenant and their household;
- 16.4.4 whether the tenant (or someone in their household) is a Vulnerable Person (as defined in paragraph 4.2.2 above);
- 16.4.5 whether the tenant (or someone in their household) has a protected characteristic;
- 16.4.6 the care, support and health needs of the tenant and their household, including access to local support networks, family members and services which the tenant relies on;
- 16.4.7 whether a move would require any children permanently residing with the tenant to change school;
- 16.4.8 whether a move would put the tenant's (or someone in their household's) work or training at risk because the only available options would make travel too difficult;
- 16.4.9 the income, savings and occupational status of the tenant and their household; and
- 16.4.10 the state and nature of the property.

16.5 The Council will only use a management transfer where it is suitable in the circumstances considering:

- 16.5.1 the purpose of the accommodation the tenant is moving from and to (as appropriate);
- 16.5.2 the needs of and impact on the tenant and their household; and
- 16.5.3 the impact on the wider community and neighbours.

16.6 Where the Council determines the management move criteria has been met, the applicant will not be assessed in the usual way through the allocations scheme, but will have its existing tenancy transferred to another suitable property. The Council will ensure that the tenant does not inadvertently lose accrued rights.

16.7 If the tenant needs to transfer to a new property because of domestic abuse to the tenant or a member of their household, the Council will grant the tenant a lifetime secure tenancy, rather than a fixed-term flexible tenancy.

16.8 Where the Council determines the management move criteria has been met, the housing officer will provide written notice to the tenant detailing:

- 16.8.1 the new property and transfer date;
- 16.8.2 that the tenancy is continued with all accrued rights and liabilities, including arrears of rent which will be transferred to the new property;
- 16.8.3 any facts about the case which have been taken account of in the decision;
- 16.8.4 the tenant's right to make a complaint;
- 16.8.5 the tenant's right to request a review of the decision (including advising that the tenant seek independent advice on requesting a review/appeal); and
- 16.8.6 the tenant's right to seek a judicial review on any point of law.

16.9 Tenants who have been approved for a management move will be prioritised by the Council consistent with the prioritisation criteria used for the allocation of social rented housing, set out in its Housing Allocation Policy. A copy of the Policy is available on the Councils' website.

16.10 The Council will inform tenants of their rights to request a review or pursue an appeal of any decision made about an application for transfer, including decisions about whether their application has been accepted or rejected, the type of property and its location that they might be transferred to and the degree aperiod if they have been I thought it.

16.11 Reviews, appeals and complaints about management transfers will be administered consistently with section 9 of this Policy.

17 Reviewing this Policy

17.1 The Council will keep this Policy under review and may amend or replace it from time to time, for example due to legislative or regulatory changes, but will not change the substantive rules in it more than once in every 5 years (unless required to do so by law).

17.2 Prior to finalising and adopting this Policy, the Council consulted with tenants as to its contents. That consultation was, and any consultations on future amendments to this Policy will be, carried out in accordance with the Statement of Arrangements for Consultation at Appendix A.

17.3 The Council will take this Policy into account when reviewing its Homelessness Strategy, Housing Strategy, Allocation Scheme and Tenancy Strategy and will also review this Policy whenever those documents are updated.

18 Equality and Diversity

18.1 The Council will apply this Policy in a way that is fair and consistent to all tenants.

18.2 The Council will not directly or indirectly discriminate against any person or group of people because of their race, religion/faith, gender, disability, age, sexual orientation or any other grounds which are set out in the Council's Equality and Diversity policy or are a legally protected characteristic.

18.3 The Council will ensure this Policy and any supporting procedures do not create an unfair disadvantage for anyone, directly or indirectly.

18.4 The Council will advise tenants that equalities information will be collected to enable a better understanding of peoples' housing needs and to ensure that no one is discriminated against as a result of the way this Policy has been framed, or during the administration of it. Tenants will be informed as to how such data will be used, handled, and stored.

18.5 An Equality Impact Assessment has been completed in conjunction with adopting this Policy.

19 Data Protection

19.1 The Council will hold all information about tenants in a secure manner in line with data protection legislation applicable to the Council.

19.2 The Council is subject to the information disclosure requirements of the Data Protection Act 2018. The administration of this Policy will ensure compliance with this legislation. For further information please reference the Council's *Data Protection Policy*. Tenants will be advised of their right to make a complaint to the Office of the Information

Commissioner if they believe the Council has failed to fulfil its obligations and responsibilities as set out in the Data Protection Act 1998.

20 Information about this Policy

20.1 The Council will provide a copy of this Policy to any person who requests one. Electronic copies will be provided and copies in alternative formats will be considered on an individual basis. A copy of this Policy is available on the Council's website.

20.2 Copies of this Policy can be requested:

- 20.2.1 In person Civic, 1 Saxon Gate East, Central Milton Keynes, MK9 3EJ, but you will need to make an appointment.
- 20.2.2 In writing Civic, 1 Saxon Gate East, Central Milton Keynes, MK9 3EJ, but there may be a reasonable charge for this.
- 20.2.3 On the phone 01908 691691
- 20.2.4 By email customerservices@milton-keynes.gov.uk
- 20.2.5 Online <https://www.milton-keynes.gov.uk/housing>

20.3 The Council will use tenancy agreements which accord with this Policy, and which will be reviewed when this Policy is reviewed. No amendments to those may be made without the approval of the Neighbourhood Services Manager.

21 How will the Policy be implemented?

This policy crosses all service areas of the Council. All senior managers in the housing service are aware of the importance of implementing appropriate procedures to support the application of this policy.

22 Legislation, Related Policies and Other References

This policy also has due regard to the Acts and Policies listed below:

- [Landlord and Tenant Act 1985](#)
- [Housing Act 1985](#)
- [Housing Act 1996](#)
- [Service Charges \(Consultation Requirements\) \(England\) Regulations 2003](#)
- [Pre-Action Protocol for Possession Claims by Social Landlords](#)
- [Homelessness Reduction Act 2017](#)
- [MKC Complaints Policy and Procedure](#)
- Fees and charges

- Draft Recharge Policy
- Equality Act 2010
- MKC ASB Policy

23 Review

We will formally review this policy every five years unless changes in legislation or regulation require an earlier review.

Contact & Publication details	
Author	Todd Ricketts / Neil Morland Associates (Consultants)
Job title	Neighbourhood Services Manager
Email	todd.ricketts@milton-keynes.gov.uk
Version	5.0
Date	September 2022
Amendments	
Consultation	Community & Housing Scrutiny Committee September 2022
Approved by	Delegated Decision – Emily Darlington 20 September 2022 Community & Housing Scrutiny Committee September 2022
Approval date	20 September 2022
Effective from	September 2022
Review date	September 2027

