

IronOak



IRON OAK

TENANCY POLICY

Control Sheet

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1. Introduction

2. Purpose

2.1. This policy sets out the organisation's approach to:

- Issuing Licence Agreements and Assured Periodic Tenancies (APT's).
- Tenancy and licence management.
- Tenancy sustainment.
- Resident conduct.
- Warning procedures.
- Anti-social behaviour management.
- Rent arrears management.
- Possession and eviction processes.
- Equality, safeguarding and resident welfare considerations.

2.2. The organisation is committed to providing stable, safe and sustainable accommodation whilst ensuring compliance with all statutory and regulatory requirements. Eviction will be treated as a last resort, and all reasonable efforts will be made to sustain occupation wherever appropriate.

2.3. IronOak shall remain accountable for all tenancy and occupancy enforcement decisions and outcomes. Delegation of housing management, support, care or accommodation services to a third-party organisation does not transfer responsibility for tenancy enforcement, possession proceedings or eviction decisions from IronOak Housing.

3. Scope

3.1. This policy applies to:

- All residents occupying accommodation provided by the organisation.
- Licence holders.
- Assured tenants.
- Supported housing residents.
- Temporary accommodation residents.

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- Staff responsible for housing management and tenancy enforcement.

4. Legislative and Regulatory Framework

4.1. This policy is informed by:

- Housing Act 1988.
- Housing Act 2004.
- Landlord and Tenant Act 1985.
- Protection from Eviction Act 1977.
- Equality Act 2010.
- Human Rights Act 1998.
- Homelessness Reduction Act 2017.
- Homes (Fitness for Human Habitation) Act 2018.
- Anti-Social Behaviour, Crime and Policing Act 2014.
- Renters' Rights Act 2025.
- Regulator of Social Housing – Tenancy Standard 2024.
- Data Protection Act 2018 and UK GDPR.

5. Policy Principles

5.1. IronOak retains full responsibility and accountability for all tenancy and occupancy enforcement decisions, including warnings, licence terminations, possession proceedings and evictions, regardless of whether housing management, support, care, welfare or accommodation services are delivered directly by IronOak Housing or through a third-party provider, contractor, managing agent or partner organisation.

5.2. IronOak will:

- Allocate and let accommodation fairly and transparently.
- Offer occupancy agreements appropriate to the purpose of the accommodation.
- Support residents to maintain their accommodation.
- Prevent unnecessary evictions.
- Act fairly, consistently and proportionately.
- Ensure residents understand their rights and responsibilities.
- Consider vulnerability, disability, safeguarding and equality impacts before taking enforcement action.

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- Provide advice and assistance where occupation is ending.

6. Types of Occupancy Agreement

6.1. Licence Agreements

6.1.1. A Licence Agreement will normally be issued where the resident does not have exclusive possession of accommodation.

6.1.2. Examples include:

- Emergency accommodation.
- Hostel accommodation.
- Assessment placements.
- Supported housing with shared facilities.
- Temporary accommodation.
- Transitional accommodation.
- Accommodation where support forms a significant element of the service.

6.1.3. Characteristics include:

- Shared facilities.
- Ongoing support requirements.
- Occupation of a room rather than a self-contained dwelling.
- Ability for the organisation to move residents between rooms where necessary.

6.1.4. The organisation recognises that courts will examine the reality of occupation rather than the title of the agreement. A Licence Agreement must not be used where the resident effectively enjoys exclusive possession and tenancy rights. Existing arrangements must be reviewed periodically to ensure the legal status remains appropriate.

6.2. Assured Periodic Tenancies (APT)

6.2.1. An Assured Periodic Tenancy will normally be issued where:

- Accommodation is self-contained.
- The resident has exclusive possession.
- The property is the resident's only or principal home.
- Accommodation is intended as settled housing.

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6.2.2. Residents occupying under an APT will receive statutory tenancy rights and protections afforded under housing legislation.

7. Occupancy Agreement Decision Framework

Accommodation Type	Agreement Type
Emergency accommodation	Licence
Hostel/HMO accommodation	Licence
Shared supported accommodation	Licence
Assessment accommodation	Licence
Temporary accommodation	Licence
Transitional accommodation	Usually Licence
Self-contained move-on accommodation	Assured Periodic Tenancy
Self-Contained General needs housing	Assured Periodic Tenancy
Independent living accommodation	Assured Periodic Tenancy

7.1. Where uncertainty exists regarding the correct legal status, specialist housing advice must be obtained before issuing the agreement.

8. Resident Responsibilities

8.1. Residents are expected to:

- Pay rent, licence fees and service charges when due.
- Respect neighbours, staff and visitors.
- Avoid anti-social behaviour.
- Maintain acceptable standards of cleanliness.
- Report repairs promptly.
- Prevent avoidable damage.
- Permit lawful access for inspections and repairs.
- Comply with occupancy conditions.

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- Refrain from unlawful activity.

9. Tenancy Sustainment

9.1. The organisation is committed to helping residents maintain their accommodation.

9.2. Prior to enforcement action staff must consider tenancy sustainment interventions including:

- Housing management support.
- Welfare benefits advice.
- Debt advice.
- Budgeting support.
- Mental health support referrals.
- Substance misuse referrals.
- Domestic abuse support.
- Employment support.
- Multi-agency working.
- Mediation.
- Safeguarding interventions.

9.3. The objective is always to preserve accommodation where safe, appropriate and sustainable to do so.

10. Vulnerable Residents

10.1. Before serving any notice or commencing possession proceedings staff must assess:

- Disabilities.
- Mental health conditions.
- Learning difficulties.
- Age-related vulnerabilities.
- Care leaver status.
- Domestic abuse concerns.
- Presence of children.
- Safeguarding concerns.

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- Risk of homelessness.

10.2. Any necessary reasonable adjustments under the Equality Act 2010 must be implemented and recorded.

10.3. Managers must ensure decisions are proportionate and justified where vulnerable residents are involved.

11. Warning Procedure

11.1. Authority to Issue Warnings, Notices and Evictions

11.1.1. Although day-to-day housing management, support services, care services, tenancy sustainment services, welfare support, accommodation management functions or other resident-facing services may be delivered by a third-party provider, contractor, managing agent or partner organisation, all formal tenancy and occupancy enforcement action remains the responsibility of IronOak Housing.

11.1.2. Only authorised officers of IronOak Housing may:

- Issue Formal Written Warnings.
- Issue Final Written Warnings.
- Approve Behaviour Improvement Plans where failure to comply may result in enforcement action.
- Issue Notices to Quit.
- Issue Licence Termination Notices.
- Issue Notices Seeking Possession or any statutory housing notices.
- Authorise possession proceedings.
- Authorise licence termination.
- Instruct legal representatives.
- Authorise eviction action or court enforcement proceedings.

11.1.3. Third-party providers, contractors, agents or partner organisations may:

- Identify concerns or breaches.
- Gather information and evidence.
- Investigate incidents.
- Monitor resident conduct.

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- Deliver support interventions.
- Recommend enforcement action.

11.1.4. However, they must not issue formal warnings, termination notices, possession notices or eviction notices in their own name.

11.1.5. Any recommendation to issue a warning, terminate a licence, seek possession or commence eviction proceedings must be referred to IronOak Housing for review and formal decision-making.

11.1.6. Residents shall be informed that IronOak Housing remains responsible for all formal tenancy and occupancy enforcement decisions, irrespective of any arrangements in place for third-party management, support or care provision.

11.2. IronOak will normally use a staged warning process.

11.2.1. Stage 1 – First Warning

Used for:

- Minor breaches.
- Noise nuisance.
- First-time incidents.
- Low-level anti-social behaviour.

The discussion must be recorded on the resident's file.

11.2.2. Stage 2 – Second Written Warning

Issued where:

- Behaviour continues.
- Further incidents occur.
- More serious breaches arise.

The warning must:

- Describe the breach.
- Set expectations.
- Identify improvement actions.
- Explain consequences.

A support meeting should be offered.

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11.2.3. Stage 3 – Final Written Warning

Used where:

- Previous warnings have failed.
- Significant breaches occur.

The warning must clearly explain that continued breaches may result in licence termination or possession proceedings.

11.2.4. Behaviour Improvement Plans

Following written warnings staff should consider implementing a Behaviour Improvement Plan detailing:

- Required standards.
- Support available.
- Review arrangements.
- Consequences of further breaches.

All Formal Written Warnings and Final Written Warnings must be reviewed and issued by an authorised officer of IronOak Housing. Third-party providers may recommend enforcement action but may not issue formal warnings on behalf of IronOak Housing unless expressly authorised in writing by IronOak Housing.

Rent Arrears Management

Stage 1 – Early Intervention

At the first missed payment:

- Contact resident.
- Establish reasons.
- Offer support.

Stage 2 – Informal Agreement

Where arrears continue:

- Agree repayment arrangements.
- Offer debt advice.
- Monitor account closely.

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Stage 3 – Formal Arrears Warning

Where arrears persist:

- Issue written warning.
- Review tenancy sustainment options.
- Consider support referrals.

Stage 4 – Legal Action Review

Legal action may be considered where:

- Arrears remain significant.
- Arrangements are repeatedly broken.
- Resident fails to engage.

All efforts to sustain the tenancy must be evidenced before legal escalation.

12. Anti-Social Behaviour

Anti-social behaviour includes:

- Harassment.
- Threatening conduct.
- Violence.
- Hate incidents.
- Excessive noise.
- Drug misuse.
- Criminal activity.
- Vandalism.
- Intimidation.

The organisation may:

- Issue warnings.
- Implement Behaviour Agreements.

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- Refer to specialist agencies.
- Work with police and local authorities.
- Seek possession where appropriate.

Serious ASB

The warning process may be bypassed where there is:

- Violence.
- Serious threats.
- Drug dealing.
- Hate crime.
- Closure Orders.
- Criminal convictions.
- Serious safeguarding concerns.

Immediate legal action may be considered where necessary. Certain anti-social behaviour grounds permit immediate possession proceedings under current legislation.

13. Tenancy Fraud

The organisation will actively investigate:

- Unlawful subletting.
- Non-occupation.
- False application information.
- Identity fraud.
- Succession fraud.

Confirmed tenancy fraud may lead to:

- Recovery action.
- Possession proceedings.
- Civil remedies.

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- Criminal proceedings where appropriate.

The organisation is committed to preventing and tackling tenancy fraud as required by the Tenancy Standard.

14. Possession and Eviction Principles

Eviction is a last resort.

The organisation will only seek possession where:

- Reasonable sustainment measures have failed; or
- Occupation creates serious risks; or
- Statutory possession grounds are satisfied.

Every case must be:

- Individually assessed.
- Properly documented.
- Authorised by management.

15. Licence Terminations

Before terminating a licence, staff must:

- Investigate circumstances.
- Consider support options.
- Assess safeguarding risks.
- Offer the resident opportunity to respond.
- Record reasons for the decision.

Unless serious misconduct occurs, a minimum of 28 days' notice will normally be provided.

Shorter notice periods may be used in cases involving:

- Violence.
- Serious criminality.
- Significant safeguarding concerns.

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- Serious threats to staff or residents.

Any decision to terminate a Licence Agreement must be authorised by IronOak Housing. Third-party providers may submit evidence and recommendations to support a termination decision but may not independently terminate a licence, issue a termination notice or require a resident to leave accommodation.

16. Assured Periodic Tenancy Possession Proceedings

Possession may only be sought using lawful statutory grounds.

Relevant grounds include:

Mandatory Grounds

- Ground 5E – Supported accommodation.
- Ground 5F – Supported accommodation no longer appropriate.
- Ground 5G – Homelessness accommodation no longer required.
- Ground 5H – Stepping-stone accommodation.
- Ground 6 – Redevelopment.
- Ground 7A – Serious criminality.
- Ground 8 – Serious rent arrears.

Discretionary Grounds

- Ground 10 – Any rent arrears.
- Ground 11 – Persistent late payment.
- Ground 12 – Breach of tenancy conditions.
- Ground 13 – Deterioration of property.
- Ground 14 – Anti-social behaviour.
- Ground 14A – Domestic abuse cases.
- Ground 18 – Failure to engage with support in supported accommodation.

The organisation must:

1. Serve the correct legal notice.
2. Use the prescribed form.

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3. Allow statutory notice periods.
4. Consider any representations.
5. Obtain a court order if necessary.
6. Use authorised enforcement processes.

No assured tenant will be physically evicted without a valid court order and lawful enforcement action.

Only IronOak Housing may authorise the commencement of possession proceedings. Where housing management, support, care or accommodation services are delivered by a third-party provider, that provider may collect evidence, monitor compliance and submit recommendations, but may not issue possession notices, commence legal proceedings or seek eviction in its own name.

17. Advice and Assistance on Move-On

Where a resident is required to leave accommodation the organisation will provide:

- Housing options advice.
- Homelessness prevention information.
- Local authority referrals.
- Benefits advice.
- Move-on planning.
- Signposting to alternative accommodation.
- Referrals to support providers where appropriate.

Assistance should be offered before occupation ends wherever practicable.

18. Repairs and Property Standards

The organisation will:

- Meet its repairing obligations.
- Keep accommodation fit for human habitation.
- Address hazards promptly.
- Comply with relevant housing standards.

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- Respond appropriately to reports of damp and mould.
- Ensure properties remain safe and suitable for occupation.

All residents have the right to accommodation that complies with legal repairing and fitness standards.

19. Appeals and Reviews

Residents may appeal against:

- Written warnings.
- Final written warnings.
- Licence termination decisions.
- Decisions regarding the type of occupancy offered.
- Possession decisions.

Appeals must:

- Be submitted within 10 working days.
- Be reviewed by an officer not involved in the original decision.
- Be concluded within 20 working days where possible.

This process will be fair, reasonable and accessible.

20. Equality, Diversity and Human Rights

The organisation will ensure:

- Decisions are free from discrimination.
- Equality impacts are considered.
- Human rights principles are respected.
- Reasonable adjustments are provided.
- Vulnerable individuals receive appropriate support.

All enforcement decisions must be objectively justified, proportionate and documented.

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21. Record Keeping

Accurate records must be maintained for:

- Occupancy agreements.
- Support interventions.
- Complaints.
- Arrears.
- Incidents.
- Warnings.
- Safeguarding concerns.
- Appeals.
- Possession proceedings.

Records must be managed in accordance with UK GDPR and organisational data retention requirements.

22. Monitoring and Review

The organisation will monitor:

- Tenancy sustainment rates.
- Eviction rates.
- Rent arrears performance.
- Anti-social behaviour management.
- Equality impacts.
- Complaints and appeals outcomes.
- Legal compliance.

This policy will be reviewed annually or sooner where legislation or regulatory requirements change.

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