



# Tenancy Policy

## Key policy details

Item	Details
Reference:	Tenancy Policy 2025
Status:	Draft
Originator:	AH
Owner:	Housing Management Team Manager
Version No:	3.2
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## Approvals

Item	Date of Approval	Version No.
Consulted with [insert]		
Reviewed by [insert e.g Audit and Governance Committee]		
Approved by [insert]		

### Policy Location

This policy can be found at [insert location of policy e.g. NWLDC website, Sharepoint page under current policies tab]

### Equality Impact Assessment (EIA)

Completed by	Completion date

### Revision history

Version Control	Revision Date	Summary of Changes
3	January 2025	General update to all sections so they are in line with the Tenancy Agreement, specifically around successions and tenancy changes.  Addition of information relating to ending a tenancy.  Addition of information and definition of domestic abuse.

### Policy Review Plans

This policy is subject to a scheduled review once every four years or earlier if there is a change in legislation or local policy that requires it.

### Distribution

Title	Date of Issue	Version No.
[Insert e.g. distributed to Cabinet, on Website etc].		

## 1. INTRODUCTION

1.1 This policy explains the approach the Council will take to ensure efficient use of its housing stock by issuing tenancies which are compatible with the purpose of the accommodation, the needs of individual households and the sustainability of the community.

1.2 The aims of the Tenancy Policy are to:

- Ensure the Council makes best use of its housing stock
- Ensure that statutory and regulatory responsibilities are met
- Ensure a consistent, clear and fair approach is taken.
- Ensure customers are provided with appropriate support, particularly those who are vulnerable or at times of personal grief

## 2. APPROACH

2.1 The Council recognises the importance of tenure security in both developing and maintaining stable and viable communities. The Council will continue to ensure, through the allocations policy, that it continues to make best use of stock, particularly those properties that benefit from adaptations or conversions.

2.2 The income levels of new or transferring home seekers will be assessed against the limitations set in the allocations policy.

2.3 The types of tenancy the Council will grant are shown in the table below:

Type of Tenancy	Length of Tenancy	Tenancy Reviews	Reason for using this type of tenancy
Introductory	12 months	First review at six weeks, then quarterly reviews and the option to extend the introductory tenancy for a further six-month period. More frequent reviews will be undertaken based on the risk assessment undertaken at the beginning of the tenancy.	For all new tenants to demonstrate their ability to comply with the tenancy terms and conditions. If enforcement action is required, the route to obtain possession is enabled through mandatory powers for possession. A secure tenancy will also be granted when an introductory tenant has successfully completed their introductory period.
Secure	Lifetime	Tenancy Audits will be undertaken on a four yearly basis unless the Housing Officer determines more	Secure tenants are available to existing secure or assured tenants who are transferring to another

		frequent reviews are required based on the circumstances of the tenant.	social housing property.
Non-Secure	Duration of relevant homeless duties	Four-weekly unless the case officer within Housing Choices determines more frequent reviews are required based on the circumstances of the tenant.	For use as temporary accommodation for those who are homeless and applied for housing under Part VII Housing Act 1996
Use and Occupation	Duration of relevant duties	Four-weekly unless the Housing Officer determines more frequent reviews are required based on the circumstances of the tenant.	Where the lawful tenant is not residing at the property and other occupants remain in occupation.

## 2.4 Vulnerable Customers

Vulnerable customers will have access to additional support to help understand their tenancy and the review process. This support may be provided by Council staff or directed to other appropriate support agencies to whom they qualify, for example, through social care services. A vulnerable customer is one who needs support to maintain their tenancy, for example, because of health, age or personal circumstances.

The Council's Tenancy Sustainment Officers will provide extensive short-term support appropriate to the individual's circumstances. They will focus on support that has the greatest impact such as to apply for benefits or charitable applications to enable them to sustain their tenancy and avoid any unnecessary eviction.

Where a referral has been made for support elsewhere, the Housing Officer will oversee the case until the referral has been formally received.

Where victims of domestic abuse are rehoused, they will retain their security of tenure, for example secure tenants will be given another secure tenancy.

The definition of domestic and economical abuse is taken from the Domestic Abuse Act 2021 which states: Domestic abuse is behaviour of a person towards another person if both parties are each aged 16 or over and are personally connected to each other, and the behaviour is abusive. Behaviour is abusive if it consists of (a) physical or sexual abuse, (b) violent or threatening behaviour, (c) controlling or coercive behaviour, (d) economic abuse, (e) psychological, emotional or other abuse. It does not matter whether the behaviour consists of a single incident or a course of conduct. if the "abuse" means (a) violence, (b) threatening, intimidating, coercive or controlling behaviour, or (c) any other form of abuse, including emotional, financial, physical, psychological or sexual abuse.

Economical abuse means any behaviour that has a substantial adverse effect to (a) acquire, use or maintain money or other property, or (b) obtain goods or services.

## 2.5 Tenancy Fraud

Tenancy fraud will be investigated by the Housing Management team and where any instances of potential tenancy fraud are discovered, both criminal and civil enforcement action will be taken. Information will be shared with other Council Services and government bodies, as appropriate. Examples of tenancy fraud include:

- Sub letting
- Unauthorised assignment (including by mutual exchange)
- Wrongly claimed succession
- Right to Buy fraud
- Obtaining a tenancy by false statement or knowingly withholding relevant information
- Not using the property as the main or principle home

## 2.6 Mutual Exchanges and Transfers

Tenants wishing to move to another social housing property are encouraged to seek to move via a mutual exchange in addition to the choice-based lettings scheme. Tenant must obtain permission from both social housing landlords before a mutual exchange can proceed.

Tenants wanting to move via the choice-based lettings scheme will be assessed to determine their housing need. The tenants will be placed in a band to reflect their housing need. Tenants under-occupying their home will be placed in the urgent band to enable a move to a smaller, more affordable home.

An incentive scheme is also available to tenants wishing to downsize and if they move via a mutual exchange.

## 2.7 Successions and Assignments

A succession occurs in the event of the death of the tenant. In the event the tenancy is in joint names and one party passes away, this is called a survivorship and counts as a succession.

There can only be one succession. If a succession has already taken place, there can be no further successions. When a joint tenancy has passed to a sole tenancy through a survivorship there can therefore be no further succession.

The tenant and the person applying for succession must both have been occupying the property as their only or principle home at the date of the death.

The Localism Act 2011 changed the automatic right of succession for all new secure tenancies after 1 April 2012.

For tenancies granted after 1 April 2012, only spouses, partners and civil partners

have the right to succeed to the tenancy.

For tenancies granted before 1 April 2012, the following have the right to succeed to the tenancy.

- Spouse or civil partner (same sex couples who have formally registered their relationship under the Civil Partnership Act 2004)
- Someone who lived with the deceased as spouse or civil partner
- Parents
- Grandparents
- Child
- Step-child
- Adopted child
- Grandchild
- Brother/Sister
- Uncle/Aunt
- Nephew/Niece

A tenant is not able to override the statutory succession rules or this policy through other means such as by making requests in a will.

Where there is more than one person qualified to succeed, the tenant's spouse or civil partner will have priority. If there are two or more other people entitled to succeed, then they will be expected to agree between themselves who the successor will be. In the event they cannot agree, the Council will decide.

The successor will succeed to the existing tenancy and a new tenancy will not be granted.

Although an applicant may have the right to succeed to a tenancy, this does not grant automatic rights to the property.

During the application process, a decision will be taken to consider the size of the occupied property and any adaptations. If the property is considered to be too extensive (large) for the needs of the successor or where it is adapted for a disabled person and those adaptations are not required, support will be provided for the successor to move to alternative suitable accommodation which may include a direct match under the Allocations Policy. In the event the successor does not engage in this process, the Council reserves the right to instigate possession proceedings.

Successors under the age of 18 can succeed to a tenancy. In such cases, a trustee will be agreed to hold the tenancy in trust for the child until they reach the age of 18.

The right to succession does not apply to introductory tenants or non-secure tenants or those occupying a property via a use and occupation agreement.

In exceptional circumstances, the Council may choose to allow the occupants who do not have the right to succeed to the tenancy to remain at the property, for example, where the property has been adapted for the occupant and is of a suitable size for the occupants needs. In these circumstances either a discretionary succession may be allowed or an allocation will be made through the housing

register by way of a direct match

Assignment - An assignment means legally transferring a tenancy from one person to another. A tenant can assign their tenancy to:

- Someone who meets the eligibility criteria to succeed to the tenancy.
- Another secure or assured tenant by way of a mutual exchange (subject to a separate eligibility criteria outlined in the Housing Act 1985, schedule 3).
- Someone else where the Court has ordered the tenancy be transferred

## 2.8 Sole to joint tenancy

A tenancy can be granted as sole or joint. A sole tenancy is in the name of one person although other people may live with them. The sole tenant will take responsibility for all aspects of the tenancy/agreement. A joint tenancy is where two people or more are named on the tenancy agreement. A couple at the time of allocation, will be encouraged to have a joint tenancy. They are 'jointly and severally liable' meaning both tenants are responsible for all aspects of the tenancy/agreement. The decision to grant a joint tenancy with more than two people will require the approval of the Team Manager and will only occur in exceptional circumstances such as three siblings eligible to succeed to a tenancy. Joint tenancies will not be granted to a parent and adult child.

As outlined in the tenancy agreement, the Council does not allow tenancies to be changed from sole to joint tenancies. Tenants wishing to change from joint to sole, must do so as detailed above.

## 2.9 Lodgers and sub-letting

Tenants are required to obtain permission to take in a lodger. Permission will not be unreasonably withheld providing the property does not become overcrowded as defined in the Housing Act 1985, part 10.

Tenants are required to obtain permission to sublet part of their home. They cannot sublet all of their home.

The tenant is responsible for the payment of rent and other charges and the behaviour of their lodgers and sub tenants and are responsible for making sure that if the tenancy is terminated lodgers and/or sub-tenants have moved out by the time the tenancy ends.

## 2.10 Ending a tenancy

All tenants are required to give four weeks' notice in writing when vacating a property including if they were moving to a property owned by another social housing provider. Where a tenant is moving to another Council property a shorter notice period may be agreed provided that the outgoing property is returned in a lettable standard.

A tenant can extend their notice period beyond the four-week period with prior approval from the Council.

A tenant can request to withdraw their notice to terminate their tenancy in writing however the decision to accept a written withdrawal is discretionary. Consideration will be given as to the conduct of the tenancy and the likely impact of accepting the withdrawal on the locality before acceptance.

A tenancy does not automatically end when the tenant passes away. Following the death of the tenant only an executor (person given authority in the tenant's will to deal with their affairs) or an administrator (person who has been given grant of probate for the tenant) can legally end the tenancy on behalf of the tenant. In the event there is no executor or administrator, the Council will serve a Notice to Quit on the personal representatives and the Public Trustee to end the tenancy.

Where there is a joint tenancy, one party can terminate the whole tenancy. In some cases, the remaining tenant can be considered for a new sole tenancy. When considering such a request, we will consider if there are breaches in the conditions of tenancy and whether these breaches are sufficiently serious that they would prevent a new tenancy being awarded. The proposed sole tenant must also be living at the property as their main or principle home. The court may also order that a tenancy should be transferred into a sole name or into the name of a spouse or civil partner if it makes an order because of a relationship breakdown.

### **3 IMPLEMENTATION AND REVIEW**

- 3.1 The Strategic Director is responsible for implementing and monitoring of this policy.
- 3.2 This policy will be reviewed at least every three years from the date approved, to ensure its continuous suitability, adequacy and effectiveness. The introduction of new legislation, regulatory or operational changes or other matters may trigger an earlier review.
- 3.3 Managers in the Housing Management Team are responsible for making sure that all relevant employees are aware of the contents and responsibilities of this policy.



## Equality Analysis

### Completion of Equality Impact Assessment (EIA) Form

Has an EIA form been completed as part of creating / reviewing / amending this policy?	Please tick:  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If yes, where can a copy of the EIA form be found?	Available upon request
If no, please confirm why an EIA was not required?	N/A