



Tenancy Management

Approval date	May 2024
Approval Level	Customer Experience Committee
Review Period	3 years
Next Review Date	May 2027
Policy Owner Role Title	Head of Customer Service Delivery
Responsible Director	Executive Director of Customer and Operational Services

Policy Checklist

Is Customer engagement required?	Yes
Does this policy require input or validation from external or legal experts?	Yes
Is an Equality Impact Assessment (EIA) required?	Yes
Is a Data Protection Impact Assessment (DPIA) Required?	No
Is the Policy compliant with relevant legislation and regulatory requirements?	Yes
Has the Policy Development Guide been followed?	Yes



Contents

Introduction and scope	3
1.2 Objectives and performance monitoring	3
1.3 Feedback and Improvement	4
Policy Statement	4
Sustaining tenancies	4
Tenancy Changes	4
Assignment	5
Mutual Exchange	5
Succession	6
Additional Occupants	8
Sub-letting and lodgers	8
Tenancy fraud	8
Unlawful occupation	9
Abandonment	9
Right to acquire	9
Pets	9
Running a business from home	10
Gardens	10
Ending a tenancy	10
Roles and Responsibilities	11
Related Documents	11
Internal	11
Legislation	12
Compliance	13
Equality & Diversity	13

1.0 Introduction and scope

This Tenancy Management Policy has been developed in line with Wandle's values, which are:

- Think customer.
- Build relationships.
- Work together
- Aim high.
- Own it.

It will ensure that actions we undertake will be underpinned by our vision of:

"Homes to be proud of and services you can trust".

This policy has been designed with our Corporate Strategy in mind, in particular the Strategic theme 'Outcomes for Customers that makes us proud'. This policy supports this strategic aim by ensuring the way that we manage our tenancies is responsible, promotes sustained tenancies and promoting positive tenancy outcomes for our tenants.

This Policy also supports the delivery of our Customer Experience Strategy.

Scope and Aims

This policy outlines our approach to managing our customers' tenancies ensuring we comply with all legal and regulatory requirements.

We support our tenants to exercise their rights under the terms of their tenancy agreements and will only seek possession of residents' homes as a last resort.

This policy applies to all social housing tenancies, though will be superseded where clauses in the tenancy agreement and legislation do not allow.

1.2 Objectives and performance monitoring

The objectives of this policy are:

- To ensure compliance with the legal and regulatory requirements and standards.
- To protect tenants' security of tenure and support our tenants exercising their rights under the terms of their tenancy agreement.
- To promote mobility through mutual exchange and other exchanges where possible.
- To sustain tenancies and provide advice and assistance to our tenants.

We will monitor the performance of this policy through.

- Complaints received related to tenancy matters.
- Performance against the Housing team performance indicators, captured in the monthly Housing performance report and through the internal KPI dashboard.
- Performance against Tenancy Satisfaction Measures.
- Fraud is reported to the Audit and Risk Committee on a quarterly basis.

1.3 Feedback and Improvement

We will use feedback from various sources in order to ensure we are continually learning and developing our policies, procedures and approach to tenancy management. Sources of feedback and improvement may include, but are not limited to:

- Resident groups
- Complaints feedback
- Customer Survey responses
- Feedback from tenants during estate inspections and other in person meetings
- Internal feedback, learning and insight from collaborative working within

2.0 Policy Statement

2.1 Sustaining tenancies

We will ensure that tenancy sustainment underpins the delivery of our services. We will provide clear information regarding the terms of each customer's tenancy and the implications of not meeting these terms.

We will support those tenants who are at risk of losing their homes through early intervention and will provide targeted help should they become at risk of this. . This should include being proactive in referring and signposting our tenants to agencies with the relevant expertise to assist them so that they can maintain their tenancy.

Where tenants have breached the terms of the tenancy, we will take in consideration whether it is reasonable and proportionate to seek possession of the property.

Where tenants have rent arrears, we will seek possession only where all preventative methods such as financial inclusion advice have been reviewed and exhausted and in line with our Income collection policy.

2.2 Tenancy Changes

Sole to Joint Tenancy

A request to create a joint tenancy will be considered upon a written request by the existing sole tenant.

The proposed joint tenant must be the spouse, civil partner or a cohabitee living together as partners living at the property for 12 months or more.

The proposed tenant must meet the following criteria:

- Be over 18 years old.
- Be a permanent UK resident.
- Must occupy the property as their main and principal home.

The existing tenant must not:

- Be in rent arrears or have other housing related debt to us.
- Have any legal action outstanding or breach in relation to the tenancy.
- Have been subject to a previous joint tenancy.

We will not grant a joint tenancy to more than two persons or to family members.

Once a joint tenancy has been created, both tenants are jointly and severally responsible for all terms of the tenancy agreement.

Joint to Sole Tenancy

Where we receive a written request for a joint to sole tenancy, we will advise the tenants to seek independent legal advice on how to do so.

We do not have a legal duty to separate or dissolve a joint tenancy unless a court order grants us authority to do so.

We will end the tenancy, where both tenants agree and have signed a notice to quit. We will not separate if there are arrears on the account.

There is no legal obligation to create a sole tenancy once a joint tenancy ends. The decision to create a new tenancy will be at our discretion.

We will decide who the new tenancy is granted to, and both parties must agree.

2.3 Assignment

A tenant may have the right to assign their tenancy through legislation or as a condition.

of their tenancy agreement. Under our current tenancy agreement tenants only assign their tenancy in the following circumstances:

- By way of a court order made under Matrimonial or Family Legislation
- With written consent by Wandle when exercising the right to exchange as set out in the Right to Exchange term of their tenancy agreement

We will continue to adhere to additional contractual right in some historic tenancy agreements.

2.4 Mutual Exchange

We encourage tenants to use mutual exchanges to meet their housing needs and aspirations. We do this through our tenant publications and will refer our tenants to our mutual exchange partners. In some cases, we will work with our partners to promote proactive matches to our tenants, especially in the case of under occupation.

Where a tenant has found a suitable mutual exchange partner, a request to exchange must be made in writing. We will consider the application and decide whether permission should be granted or refused. This will include a consideration of the type of tenancy granted to the tenant. We will inspect all our properties before granting permission to exchange.

Mutual exchanges are carried out either by:

- Assignment, where each tenant exchange tenancies
- Surrender and re-grant of tenancies, where both tenancies are surrendered and regranted by the landlord.

This is determined by the tenancy each of the exchange partners have. We will always advise our tenants of the type of tenancy they will receive in the exchange when we approve their application. Please see Appendix A for further information.

We will notify tenants in writing of our decision within 42 days of receiving the application.

If an application is refused, we will provide the reason(s) why the permission is withheld. The decision will incorporate the grounds set out in Schedule 3 of the Housing Act 1985 and Schedule 14 of the Localism Act 2011.

Common reasons for refusal include:

- Rent arrears.
- Overcrowding/under occupation
- Property condition
- Pending legal action where a notice has been served.
- A court order is in place.

Please see Appendix B for guidance on the grounds for refusing a mutual exchange.

We may refuse an application on these additional grounds:

- A section 106 Agreement placing restrictions on Wandle.
- A planning agreement which would affect our nominations agreement with our partner local authorities or would breach our allocations and lettings policy.
- An agreement in respect of Affordable Rent
- Exceptional circumstances where it would not be reasonable to permit the exchange.

We may grant conditions on granting the mutual exchange which includes (but not limited to):

- Ensuring there are no rent arrears or housing-related debts on the tenancy.
- Outstanding repairs obligations by the landlord or the tenant are carried out.

We will treat tenants who have exchanged without their landlord's permission as unauthorised occupiers. This may lead to legal action being pursued to enforce the removal of the unauthorised occupants.

2.5 Succession

In the event of the death of a tenant and where there is an intention to succeed the tenancy, an application must be made in writing.

We will require evidence of the death and supporting evidence to progress the application.

We will process all succession applications with sensitivity, ensuring that our decision is given as quickly as possible. In the event a succession is not granted, a full explanation will be provided.

In some instances, the law grants statutory succession rights to secure and assured tenancies which may allow an applicant to succeed to a tenancy. There may also be contractual rights in the tenancy agreement which determine who can succeed.

Where a joint tenant dies, the remaining joint tenant becomes the sole tenant, and this is treated as a succession (survivorship).

Where the deceased was not married or in a civil partnership, the tenancy may pass to a partner who lived at the property at least 12 months before the death and the property is their main or principal home.

Depending on the date of tenancy and/or contractual rights, if there is no spouse or partner to take succession, then this will pass to a member of the family, should they have lived with the tenant for at least 12 months before their death, and as long as it was their main or principal home during that time.

If more than one family member is entitled to succeed to the tenancy, they must agree between them who will continue the tenancy. If they cannot agree, then we will decide who will continue as the tenant in exceptional circumstances.

Where the property is under-occupied or designed for someone with a specific disability, we may offer an alternative property to meet the housing needs of the successor. We may commence possession proceedings should the successor not accept a reasonable offer.

There can only be one statutory succession per tenancy. Should a sole tenant die who gained the tenancy through a succession, there cannot be a further succession of this tenancy except where there is a term in the original tenancy agreement granting a discretionary offer of accommodation.

In the event of the death of a tenant and where there is no right to succeed the tenancy, we will serve a notice to quit or Section 146 Notice in the case of a fixed term tenancy, on the executors of the will/estate. In the case where there is no will, we will serve the notice to the Personal Representative of the deceased and the public trustee, to bring the tenancy to an end.

Appeal

A tenant may appeal a decision on mutual exchange and a potential successor may appeal a decision on succession. Appeals must be made within 5 working days from the date of the refusal letter.

An independent Manager who was not involved in the original decision will review the appeal. Tenants/potential successors will be notified of the outcome in writing within 15 working days or within a mutually agreed timescale.

If a tenant/potential successor remains unhappy with the outcome of the appeal, then they should advise Wandle in writing of the reasons, and this will be considered under the Wandle Complaints Policy / Procedure.

2.6 Additional Occupants

Additional occupants are allowed to live in a tenant's property if this does not exceed the permitted number of occupants stated in the tenancy agreement.

A request to add an occupant must be made in writing and we will not unreasonably refuse a request, however, Wandle will not give permission for a household to become overcrowded by bringing in additional household members.

This does not apply to dependent children who are born during the lifetime of a tenancy, who can be added to the occupancy record, once proof of ID is provided (e.g. full birth certificate or passport).

2.7 Sub-letting and lodgers

The tenancy agreement specifies the right to take in lodgers or sub-let part of the property if this does not exceed the permitted number of occupants, as stated on their tenancy agreement.

For an assured tenant, a written request for permission to take in a lodger or sublet their home must be made. We will ask for details about the person and provide a decision on the application. Permission will not be unreasonably withheld. We will respond to requests for a lodger or subletting within 20 working days.

For secure tenants the process may be different, depending on the terms and conditions within the tenancy agreement held. In these circumstances Wandle should be contacted to discuss requirements.

Lodgers have their own room but share the rest of property. Lodgers have no right to deny the tenant access to any other part of their property. Tenant's must notify housing benefit if they take in a lodger as payments may be affected.

2.8 Tenancy fraud

We are committed to tackling tenancy fraud and work diligently to prevent and detect fraud in our properties.

We will work cross-departmentally and with external agencies including our partner Local Authorities and the Police to make use of the Prevention of Social Housing Fraud Act 2013.

We will investigate all cases of suspected tenancy fraud and gather evidence. If a property is being unlawfully sub-let, we will start legal proceedings to bring the tenancy to an end and recover possession of the property. For further information please refer to our Tenancy Fraud Policy

2.9 Unlawful occupation

Where a property is not occupied by the original tenant, we will investigate the circumstances.

Unlawful occupation can arise from:

- False succession claims
- Unlawful or un-authorised subletting
- Abandonment by the original tenant

We may commence legal proceedings to take possession of the property.

Where the property is being used by unauthorised occupants and is causing alarm or distress to the community, we may seek an injunction and or a closure order until possession of the property achieved.

2.10 Abandonment

In accordance with the tenancy agreement, tenants must inform us in writing if they intend to live elsewhere for longer than six weeks.

Where we suspect a tenant has abandoned the property, we will investigate and gather evidence. This may include speaking with the named next of kin and neighbours.

Reasonable efforts will be made to establish the tenant's whereabouts. We may serve a notice and start legal proceedings to recovering possession of the property. We reserve the right to dispense with legal proceedings in certain circumstances.

2.11 Right to acquire

Tenant's wishing to purchase their property may be eligible to do so under right to acquire.

For more information, please visit: <https://www.gov.uk/right-to-acquire-buying-housing-association-home>

2.12 Pets

Tenant wishing to keep a pet(s) in the property must seek written permission. Permission will not be unreasonably withheld, though we would not usually give permission to keep a dog unless you have access to an individual garden. We also take into consideration if the animal is an assistance or service animal.

Tenants, occupants of the property or those visiting the property must not.

- Keep any animals for commercial breeding purposes
- Allow any animal kept at the property to cause a nuisance to anyone in the local area, including our staff, agents, neighbours, or contractors
- Allow any animal kept at the property to foul in the home or in the shared areas or outside the property on, for example, roads, footpaths or play areas in the local area
- Allow any dog to go outside in communal Wandle spaces, unless it is on a lead

- Keep any dangerous animals

Permission may be withdrawn if the pet(s) causes or leads to anti-social behaviour. Should a tenant replace a pet at any time during the tenancy, permission will be required for the new pet(s). Permission granted for one type of pet does not constitute as permission for all pets.

2.13 Running a business from home

Permission is required for tenants to run a business from their home. We will decide based on the impact of neighbours and whether the business affects our building's insurance.

In some circumstances, permission will automatically be refused for example, where we are not the freeholder or because of the type of business.

Should the running of the business be shown to cause a nuisance we will remove our permission.

2.14 Gardens

Tenants with private gardens, or with access to shared gardens rights are set out in their tenancy agreement.

In the absence of an express term in the tenancy agreement, we intend all residents to make use of gardens they have access to from their property.

Tenants are expected to look after and maintain their own and communal gardens unless a service charge is paid for grounds maintenance.

Where necessary we may take enforcement action if this is not done and may recharge for any work we are required to do as a result. For example, where an overgrown garden causes issues with pests or encroaches public or private land.

Tenants must not erect a shed, greenhouse or structure without getting our written permission. Where permission is granted, maintenance of these items is the tenant's responsibility. This includes the maintenance of structures already at a property when a tenant moves in.

2.15 Ending a tenancy

Surrender

Tenants wishing to end their tenancy must provide us with written notice. Our notice period for surrender is four weeks and is in accordance with the tenancy agreement.

The surrender will not take effect until we have expressly agreed to it and can be withdrawn at any point by either party during the notice period with written permission.

We request all sets of keys to be returned by 12 noon on the Monday on which the tenancy ends. Failing to do so may incur another week's rental charge which the tenant is liable to pay.

All rent and any other charges must be paid up to the date of the end of the tenancy, or an agreement to do so must be in place. Any arrears not paid will be dealt with in line with our Rent Collection Policy.

Breach of tenancy

Where we have taken legal proceedings to recover a property, approval must be obtained by the Head of Customer Service Delivery, Director of Customer and Operational Services or equivalent manager to enforce the possession order.

Should we decide to end a tenancy/licence we will ensure that the resident is given reasonable advice in relation to finding alternative accommodation including signposting to support agencies and their local authority.

3.0 Roles and Responsibilities

Head of Customer Service Delivery

The Head of Customer Service Delivery is responsible for the overall implement and delivery of this Policy.

Neighbourhood Customer Service Manager

The Neighbourhood Customer Service Manager is responsible for the day-to-day operational delivery of this policy, delivered through **the Neighbourhood Customer Service Team Leaders** and the **Neighbourhood Customer Service team**.

Housing Services and Quality Manager

The Housing Services and Quality Manager is responsible for Wandle's tenancy fraud functions.

All Staff

Are responsible for ensuring that Wandle comply with their statutory and contractual obligations when delivering services relating to tenancy management.

4.0 Related Documents

Internal

Strategies	Corporate Strategy, Customer Experience Strategy
Policies	Allocations and Lettings Policy Anti-social Behaviour Policy Hoarding Policy Rent Collection Tenancy Fraud Safeguarding Policy Complaints Policy

	Tenure Policy
--	---------------

5.0 Legislation

Legislation	Main powers and relevance to the policy subject	How we use or comply with legislation
Housing Act 1980, 1985, 1988, 1996	Sets out rights for secure and assured tenants , including succession, transfer of housing, breach of tenancy and the grounds to enable landlords to end tenancies	We have regard to this legislation through our procedures.
Localism Act 2011	Succession – changes to rights of contractual successors	Contractual successors to tenancies which commenced after 1 April 2012 are treated in the same way as statutory
Protection from Eviction Act 1977	Lays out guidance as to what steps need to be taken ensure eviction is a last resort option and that tenancies are sustained	A report is compiled for each case where an eviction is proposed, which is signed off at Executive Team level
1 Housing (Right to Acquire) Regulations 1997	Sets out regulations around right to acquire	We use the content to determine eligible properties and follow the guidance within.
Equality Act 2010	The Act prohibits discrimination of people with protected characteristics and imposes a duty on public bodies (including RPs) to promote equality and eliminate discrimination (the public sector equality duty)	See section 7 below
Anti-social Behaviour, Crime and Policing Act 2014	Sets out tools and powers available to registered providers for use in case management	We use the tools available to us, such as anti social behaviour injunctions, in line with legislation, for case management

Social Housing Regulation Act 2023	Confers powers to the regulator for social housing and the housing ombudsman, and introduces new consumer standards	We work within the guidance set down to social landlords to ensure compliance
------------------------------------	---	---

6.0 Compliance

Tenancy Standard

1.2 Tenancy Sustainment and Evictions

1.2.1 Registered providers must support tenants to maintain their tenancy or licence. Where a registered provider ends a tenancy or licence, they must offer affected tenants' advice and assistance.

This policy helps us meet this regulatory standard by setting out our approach to sustaining our tenancies.

1.4 Mutual Exchange

1.4.1 Registered providers must support relevant tenants living in eligible housing to mutually exchange their homes.

This Policy outline our approach to supporting tenants with mutual exchanges and how we protect tenancy right through this process.

Transparency, Influence and Accountability Standard

2.3 Information about landlord Services.

2.3.4 Registered providers' housing and neighbourhood policies must be fair, reasonable, accessible and transparent. Where relevant, policies should set out decision-making criteria and appeals processes.

This policy helps us meet the above criteria by setting out our approach to matters of tenancy, this includes how we make decisions and how tenants can appeal against these.

7.0 Equality & Diversity

Equality & Diversity is central to our business; promoting fairness and opportunity for customers and staff; helping provide the best services shaped by and for customers; and right for recruiting and developing our staff.

We are committed to celebrating diversity. To ensure equal access to our services is available, Wandle will comply with the Equality Act 2010 and all other legislative requirements relating to equality. We will work to avoid exclusions or restrictions that are not appropriate to the housing and support needs of our tenants and that may lead to

discrimination. We will endeavour to ensure that all tenants receive a consistent level of quality service.

Equality Consideration

Under the Equality Act 2010 Wandle must consider whether our policies adversely affect our customers and/or staff.

The following table identifies whether this policy disproportionately impacts upon any individuals in regard to the key protected characteristics, as identified in the Act:

Special Characteristic	Any impact? (Yes or No)
age	No
disability	No
gender reassignment	No
marriage and civil partnership	No
pregnancy and maternity	No
race	No
religion or belief	No
sex	No
sexual orientation	No

We do not consider this policy to disproportionately impact any individuals in regard to these characteristics and therefore a detailed Equality Impact Assessment is not required.

Appendix A - Tenancies granted during a mutual exchange.

Tenancy before exchange		Tenancy after exchange		Method
Outgoing Wandle tenant	Incoming tenant	Outgoing Wandle tenant	Incoming tenant	
Secure	Secure	Secure	Secure	Assignment
Assured (non-shorthold)	Assured (non-shorthold)	Assured (non-shorthold)	Assured (non-shorthold)	Assignment
Secure	Assured (non-shorthold)	Assured (non-shorthold)	Secure	Assignment
Assured (non-shorthold) before 1 st April 2012;	Fixed term tenant	Assured (non-shorthold)	Assured (non-shorthold)	Surrender and Re-Grant

A secure tenant has the right to exchange with another secure tenant or an assured (non-shorthold) tenant under Section 92 of the Housing Act 1985. This type of tenancy will take place by way of assignment.

A tenant with assured (non-shorthold) tenancy or a two- or five-year fixed term assured shorthold tenancy has the right to mutually exchange with another social housing tenant of equivalent tenure via assignment under the terms of their tenancy.

A tenant with a secure tenancy or an assured (non-shorthold) tenancy granted before 1st April 2012 has the right to mutually exchange with a fixed term assured shorthold or flexible tenant (except fixed term affordable rent tenants, intermediate rent assured shorthold tenants, & periodic assured shorthold tenants) by surrender and re-grant under Section 158 of the Localism Act 2011.

Tenants with a secure tenancy or an assured (non-shorthold) tenancy granted on or after 1st April 2012 do not have the right to mutually exchange with a fixed term assured shorthold by surrender and re-grant under Section 158 of the Localism Act 2011.

However, we may agree to a surrender and re-grant outside of this legislation providing the other landlord agrees. If a surrender and re- grant is not agreed the exchange can still take place by assignment.

If a secure or assured (non-shorthold) tenant is mutually exchanging with one of the following tenants: fixed term affordable rent tenants, intermediate rent assured shorthold tenants, they will not have the right to a surrender and re-grant under Section 158 of the Localism Act 2011, even if their lifetime tenancy was granted before 1st April 2012.

Appendix B – Grounds for refusing a mutual exchange.

Schedule 3 Housing Act 1985	Schedule 14 Localism Act 2011	Grounds for refusal
	Ground 1	When any rent due from either tenant has not been paid.
	Ground 2	When an obligation under one of the existing tenancies has been broken or not performed.
Ground 1	Ground 3	A court order for possession or a suspended possession order has been made for either property.
Ground 2	Ground 4 & 5	The landlord has served a notice of seeking possession and the notice is still in force, or possession proceedings have commenced.
Ground 3	Ground 7	The property is substantially larger than is reasonably needed by the proposed assignee.
Ground 4	Ground 8	The property is not reasonably suitable to the needs of the proposed assignee and their household.
Ground 5	Ground 9	The property is part of or close to a building that is held for non-housing purposes, or it is situated in a cemetery and was let in connection with employment with the landlord or with a local authority, a new town corporation, housing action trust, an urban development corporation, or the governors of a grant-aided school.
Ground 6	Ground 10	The landlord is a charity and the proposed assignee's occupation of the property would conflict with the objects of the charity.
Ground 7	Ground 11	The property has been substantially adapted for occupation by a physically disabled person, and if the assignment went ahead a physically disabled person would not be living there.
Ground 8	Ground 12	The landlord lets properties to people in difficult circumstances (other than merely financial circumstances) and the proposed assignee would not fulfil these criteria.

Ground 9	Ground 13	The property is let to people with special needs and there is a social service or special facility nearby to the properties to assist people with those special needs, and if the assignment was to go ahead no person with those special needs would be living there.
Ground 10	Ground 14	The dwelling is the subject of a management agreement where the manager is a housing association of which at least half the members are tenants subject to the agreement and at least half of the tenants of the dwellings are members of the association, and that the proposed 9 Mutual Exchange Policy assignee is not such a member nor is willing to become one
Ground 2a (Housing Act 2004)	Ground 6	An injunction order under section 153 of the Housing Act 1996 or an anti-social behaviour order or a Demotion Order or a possession order under Ground 2 for secure tenancies or Ground 14 for assured tenancies is in force or an application for one of those is pending either against the tenant, the proposed assignee or a person who resides with either of them