

Tenancy Management Policy

Our Vision

Building better lives through social care and housing in local communities.

Our Mission

We co-design and deliver services that offer innovative social care solutions and support people to thrive.

Our Values

We are
caring and
compassionate



We are
inclusive
and **trusted**



We focus on
excellence
and
innovation



We work in
partnership
and are
one-team



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 **Look Ahead**
CARE, SUPPORT AND HOUSING

1. Introduction

- 1.1 This policy outlines our approach to managing tenancies and licences across our housing services. It sets out how we allocate and administer different types of occupancy agreements, support customers to sustain their tenancies and uphold the rights and responsibilities of both customers and the organisation as a landlord.
- 1.2 We grant tenancies or other forms of occupancy that are appropriate to the purpose of the accommodation, tailored to the needs of individual households, promote sustainable communities and ensure the efficient use of our housing stock. Our agreements are periodic in nature, rather than for a fixed term, reflecting our commitment to providing customers with stable and secure homes.
- 1.3 This policy applies to all housing owned and managed by us, including supported accommodation and unsupported housing. It covers all forms of occupancy agreements issued by us, including both tenancy agreements and licence agreements.
- 1.4 All staff involved in allocations, housing management or support services are expected to adhere to the principles and requirements outlined in this policy.
- 1.5 This policy covers the following housing types:
- Unsupported Housing - self-contained accommodation such as flats or houses intended for long-term occupancy by individuals or families.
 - Supported Housing – Accommodation that includes on-site or floating support services such as hostels, supported living schemes or specialist housing for groups including young people, individuals with mental health needs or people with learning disabilities.
 - Temporary Accommodation – Short-term housing either directly provided by us or managed on behalf of local authorities, including accommodation for people experiencing homelessness or other interim placements.
 - Managed Properties for other landlords – Housing owned by third-party organisations such as local authorities or housing associations but managed by us under housing management contracts.
- 1.6 The principles in this policy apply to all forms of occupancy across these housing types. Where we manage properties on behalf of another landlord, we will apply the standards outlined in this policy alongside any specific requirements of the property owner.

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- 1.7 This policy applies to all staff involved in housing management, support or lettings. This includes, but is not limited to, Housing Officers, Support Workers, Team Leaders and Managers.
- 1.8 This policy does not apply to leasehold properties which are governed by separate policies. It also does not detail the step-by-step processes for evictions or terminations of occupancy, as these are covered in the Ending Occupancy Policy and Procedure.

2. Definitions

- 2.1 The term **‘tenant’** is used broadly to refer to any customer residing in our properties under either a tenancy or licence agreement.
- 2.2 A **‘Tenancy Agreement’** is a legal contract granting a tenant the right to occupy a property under specified conditions. Tenancies generally offer exclusive possession of the premises and require a court order for evictions.
- 2.3 A **‘Licence Agreement’** is a contractual arrangement allowing an occupier (‘licensee’) to live in a property without exclusive possession. Licences are commonly used in short-term or supported housing settings and may, in some cases, be ended without a court order.
- 2.4 An **‘Assured Tenancy’** is a type of tenancy that offers long-term security. The tenant may remain in the property indefinitely provided they comply with the terms of the tenancy agreement.
- 2.5 An **‘Assured Shorthold Tenancy’ (‘AST’)** are the main tenure type for self-contained move-on and semi-independent accommodation. ASTs are periodic tenancies and are suitable when the accommodation is not intended to be a lifetime home.
- 2.6 **‘Excluded Licences’** are used in hostels, foyers, shared supported housing and emergency placements. An Excluded Licence:
- Offers no exclusive possession and limited legal security
 - Allows quick move-on and flexible management
 - Residents are supported and treated fairly, with warnings and engagement before eviction
- 2.7 A **‘Protected Licence’** is a licence agreement with basic legal protections, usually required when the property is self-contained or meets the criteria under the Protection From Eviction Act. A court order is generally needed to end a Protected Licence.

- 2.8 **‘Succession’** is the right of a spouse, civil partner or qualifying family member to take over a tenancy following the death of the tenant – where the property was the applicant’s principle or only home for a qualifying period.
- 2.9 **‘Mutual Exchange’** is a process that enables two social housing tenants to swap homes and tenancies – subject to the landlord’s approval. It provides an alternative route for tenants seeking to move without going through the housing waiting list.
- 2.10 **‘Tenancy Fraud’** is any dishonest action relating to a tenancy or licence such as obtaining housing through false information, unauthorised subletting, not living in the property as the principle or only home or illegally assigning the tenancy.
- 2.11 **‘Joint Tenancies’** are rarely granted in supported schemes due to the individualised nature of support. However, they may be considered as move-on housing for couples. Joint tenants are both fully responsible for meeting the terms of the tenancy agreement. Transitions to sole/joint status may be made in exceptional circumstances such as domestic abuse or relationship breakdown.
- 2.12 A household is considered to be a **‘Vulnerable Household’** if any member has additional support needs or circumstances that put them at greater risk of tenancy breakdown. This includes, but is not limited to, individuals with:
- Mental health conditions
 - Physical or learning disabilities
 - Care leavers
 - Survivors of domestic abuse
 - Complex personal situations

3. Types of Occupancy

- 3.1 The type of tenancy offered to a customer is determined before the tenancy or licence begins based on:
- The nature of the accommodation, eg long-term self-contained flat or short-term accommodation
 - The purpose of the service, eg step-down, independent living, transitional support or emergency placement
 - Any obligations under the service contract or commissioners for supported housing funded by local authorities.
 - The needs of the customer to ensure the tenancy offers an appropriate balance of security and flexibility
- 3.2 Customers are fully informed of the type of tenure they are being offered before they sign-up. If they have any concerns or do not understand the implications of a particular tenancy type we will explain the differences in plain language. We also

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offer potential customers an opportunity to request a review if they believe the tenancy type will not meet their needs.

3.3 All occupancy agreements clearly state:

- The length of the term or period of occupation, eg week-to-week, month-to-month or with no fixed end date
- The amount of rent and any service charges payable and the schedule/frequency of payments.
- When and how the rent and/or service charges will be reviewed or increased
- The rights and responsibilities of the tenant
- The responsibilities of the landlord
- How the agreement can be ended, including the notice requirements and procedures for both the tenant and landlord to terminate the occupancy
- Any special conditions, for example if the accommodation is tied to participation in a support programme or any 'house rules'
- Succession rights, if applicable

3.4 We are committed to using plain and accessible language and avoiding unnecessary jargon wherever possible. We aim to make our services easy to understand and navigate for all customers, including those with additional support needs or limited literacy skills.

4. Tenancy Management

4.1 We conduct regular reviews and carry out living standards checks to:

- Ensure the property is being appropriately maintained and offers a clean, safe and attractive home for the customer
- Discuss any tenancy related issues such as rent arrears or anti-social behaviour
- Identify any support needs or safeguarding concerns
- Confirm that the current accommodation remains suitable for the customer's circumstances
- Offer an opportunity for customers to discuss any concerns they might have in relation to their accommodation

4.2 If a customer approaches or exceeds the typical duration of stay and continues to require accommodation, we will work collaboratively with them, support staff and commissioners to explore appropriate options. This may include:

- Extending the current placement, where appropriate
- Transferring the customer to more suitable accommodation
- Referring the customer to the local authority's Housing Service or alternative supported schemes

- 4.3 We are committed to ensuring that no customer is evicted from a short-term service without a planned and appropriate onward housing pathway.

5. Information for Tenants

- 5.1 We provide all customers with a formal, written, tenancy or licence agreement at the point of sign-up or, where possible, in advance. Staff go through the key terms with the customer to ensure they understand their rights and responsibilities before they move in.
- 5.2 All customers are given a Welcome Pack or Tenant Handbook which includes:
- Contact details for housing staff and Support Workers
 - How to report repairs
 - How to report anti-social behaviour
 - How to pay the rent and service charges
 - How to get help with rent arrears
 - An overview of key policies such as Complaints, Repairs, Anti-Social Behaviour and Whistleblowing
 - Their rights as a tenant, including how to request a review or appeal decisions

The pack reinforces the occupancy agreement and helps customers to navigate our services confidently.

- 5.3 Important updates are shared in writing and information is provided in accessible formats and languages, as required.

6. Tenancy Sustainment and Support

- 6.1 We recognise that some customers face barriers to sustaining their home and are committed to proactive, person-centred support to prevent unnecessary evictions or tenancy breakdowns.
- 6.2 In supported housing each customer typically has an assigned Support Worker or Keyworker who develops a personalised Support Plan to address life skills, tenancy management, health and independence goals.
- 6.3 In general needs or semi-independent housing, Housing Officers maintain regular contact with tenants, especially in the early stages or when concerns arise. Details of our contact with customers is set out in our [Customer Contact & Welfare Checks Policy](#).
- 6.4 We proactively monitor tenancy risks and intervene early in response to issues such as:

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- Rent arrears – referrals to debt advice services, benefit checks and negotiating manageable repayment plans.
- Anti-social behaviour – informal or formal warnings, mediation or restorative conversations or referrals to other agencies
- Deteriorating health or support needs

6.5 We work in collaboration with other agencies to create a holistic support network, including:

- Local authority housing and homelessness teams
- Social services
- Community organisations such as food banks, debt advice and peer support
- Health professionals

By working in partnership we are able to address wider causes of tenancy instability and reduce the risk of eviction.

7. Tenancy Sustainment

7.1 We view eviction or licence termination as a last resort. Before taking formal action we:

- Exhaust all reasonable support and intervention options
- Follow a fair warning process
- Hold multi-agency case conferences for high-risk situations
- Consider alternatives such as voluntary move-on or transfers, where appropriate

7.2 Our tenancy sustainment approach aims to:

- Improve customer outcomes by promoting stability and wellbeing
- Reduces evictions, failed tenancies and void property costs
- Aligns with our organisational values and the Regulator of Social Housing's Tenancy Standard
- Contributes to our trauma-informed, customer-centred service delivery model

By embedding tenancy sustainment into all aspects of housing management we aim to ensure that every customer receives the appropriate level of support to sustain their tenancy.

7.3 When a customer's occupancy is ending – whether planned or not – we provide advice and support to minimise the risk of homelessness, including:

- Assisting with housing applications and referrals to local authority services
- Providing references and move-on guidance
- Co-ordinating with support agencies for continuity of care

- Exploring alternative placements within the organisation or with other providers such as step-down accommodation

8. Supporting Vulnerable Households

- 8.1 We support many individuals and households who may be considered to be vulnerable. We are committed to treating vulnerable customers with compassion, fairness and flexibility across all aspects of tenancy management. We will adapt our services, offer additional support and ensure that no customer is disadvantaged due to their circumstances.
- 8.2 We identify vulnerability at the start and through the customer's time with us. This is assessed through:
- Referral information
 - Assessment and discussions with the customer
 - Observations during tenancy sustainment reviews or support sessions
- 8.3 We define vulnerability broadly, including:
- Physical or learning disabilities
 - Mental health issues
 - Cognitive impairment
 - Survivors of domestic abuse
 - Frail or elderly people
 - Former rough sleepers
 - Young people without family support
 - Anyone whose circumstances place them at heightened risk of homelessness
- 8.4 When deciding on housing offers and tenancy types, we consider vulnerability and aim to offer:
- The most secure form of tenancy to provide stability
 - Where possible, offer homes that meet specific needs, for example ground-floor flats for mobility impaired customers
 - To minimise disruption for vulnerable customers approaching the end of their placement by liaising with commissioners or local authorities to extend stays or secure onward housing
- 8.5 While we expect all customers to comply with their agreements, enforcement decisions are always made based on an understanding of individual circumstances.
- 8.6 We prioritise vulnerable tenants for internal transfers where their current housing is no longer suitable. This includes:
- Customers with mobility issues living in inaccessible properties
 - Individuals experiencing harassment or safety concerns

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- Customers needing to move closer to services or family

Where we cannot accommodate a move internally we work with local authorities and partners to find appropriate solutions.

8.7 Staff are trained to:

- Recognise vulnerability and safeguarding concerns
- Deliver trauma-informed and person-centred services
- Make effective referrals to external agencies
- Understand when and how to apply discretion in tenancy management

8.8 Staff are empowered to adapt their approach and seek support from managers or safeguarding leads as needed.

9. Tenancy Changes

9.1 Where a customer is required to move out of their home temporarily due to redevelopment, major repairs or essential works they will be offered a tenancy with equivalent security. This protection applies whether the tenant returns to the same accommodation or is permanently re-housed elsewhere.

Succession and Assignment of Tenancies

9.2 When a tenant dies or wishes to transfer their tenancy to another person we balance legal obligations with compassion for bereaved household and the need to make best use of our housing stock.

9.3 With Assured Tenancies we will only allow one statutory succession when a tenant dies. This will usually be the tenant's spouse or civil partner who will succeed the tenancy under rights of survivorship – if they had lived with the tenant for at least 12 months prior to their death as their principle or only home. This will count as succession and no further statutory succession is allowed.

9.4 There is no automatic legal right to succeed to a licence agreement. The licence ends on the death of the licensee.

Discretionary Succession

9.5 We exercise discretionary succession in certain cases where no statutory right exists. We will assess the situation and consider:

- The relationship with the deceased, eg carer, dependent, long-term family member
- The length of residents and whether the property was their main home
- Any vulnerability or support needs

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- Whether the property is suitable for them
- Availability of alternative housing options

9.6 Following the assessment we may:

- Grant a new tenancy or licence to the occupant for the same property if it is appropriate to their needs
- Offer alternative accommodation
- Permit a transitional stay – such as a temporary licence – while the person secures new accommodation

9.7 All decisions must be approved by the Head of Housing.

Assignment

9.8 Mutual exchange is the most common form of assignment where each tenant assigns their tenancy to the other. Joint to sole or sole to joint tenancies occur when one tenant leaves and the tenancy may be assigned to the remaining tenant with both parties' consent – and by court order in cases of relationship breakdown. It is the responsibility of a sole tenant to request that a spouse or partner is added to the tenancy agreement. This will be considered on a case-by-case basis, subject to eligibility, property suitability and the individual's housing history.

9.9 If a tenant changes their name due to marriage or for other reasons – or if minor errors need correcting – we will update our records and issue a variation or addendum to the agreement without granting a new tenancy.

9.10 All assignments must be approved in writing by the Head of Service. Assignments must not be used to create new succession rights. Unauthorised assignments or subletting without consent are a breach of tenancy and may constitute tenancy fraud.

Mutual Exchange and Transfers

9.11 We support tenants who wish to move to more suitable accommodation through mutual exchange or internal transfers – depending on the type of housing and occupancy agreement.

9.12 Mutual exchange is typically a right for tenants with long-term security such as those with Assured Tenancies. These tenants may exchange their home with another social housing tenant living in either Council or housing association owned homes.

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9.13 Tenants with Excluded or Protected Licences – or in short-term supported housing – are not eligible for mutual exchange due to the terms of their agreements and the specialist nature of the accommodation.

9.14 When a tenant expresses interest in a mutual exchange we will:

- Provide guidance on how exchanges work – including registration on platforms like Home Swapper, if needed
- Explain the need for consent from both landlords involved
- Consider any proposed matches, assess:
 - The suitability of the incoming household, eg support needs, age restrictions, overcrowding/under-occupation
 - The tenant's rent account status and conduct, eg rent arrears or anti-social behaviour
 - Not unreasonably refuse an exchange.

9.15 Once an exchange has been approved both tenants must sign Deeds of Assignment. We will facilitate the paperwork and ensure new tenancy agreements – or assigned tenancies – are properly documented for both parties. Prior to this we will make sure the tenants are fully aware of the potential consequences of an exchange, eg the loss of succession rights or a Council tenant's Right to Buy etc.

9.16 Mutual exchange is not available to supported housing tenants due to their specialist nature.

Internal Transfers

9.17 We offer a structured [internal transfer service](#) for tenants who are not eligible for mutual exchange. This allows customers living in supported housing to apply to move when their circumstances require it.

9.18 We may consider an internal transfer to another property or service in the following situations:

- The tenant's current home no longer meets their needs, eg failing health, loss of mobility or change level of support
- The tenant is at risk in their current location, eg harassment, domestic abuse or conflict in shared housing
- The building or service is closing, being remodelled or undergoing refurbishment requiring decanting
- The tenant is ready to move to more independent living

9.19 Internal transfers can be requested by a tenant or suggested by staff.

9.20 Tenants will not be disadvantaged by requesting a transfer. We will not downgrade a customer's tenancy status due to a move. The new agreement will reflect the

nature of the new property or service but not penalise the tenant for initiating a transfer.

External Transfers

9.21 If we are unable to meet a tenant's needs through an internal transfer, we will:

- Support the tenant in registering for housing with local authorities or other providers
- Provide supporting documentation and participate in multi-agency meetings to facilitate a move

10. Tenancy Fraud

10.1 We take a zero-tolerance approach to tenancy fraud, recognising that the misuse of our homes deprives those in genuine need and undermines trust in our services. We are committed to preventing, detecting and responding to fraud in all its forms.

Preventative Measures

10.2 We carry out thorough checks to confirm an applicant's identity and eligibility before offering them accommodation. This includes:

- Requiring valid photo ID and proof of housing need or referral documentation
- Verifying the applicant's housing history to ensure they are not misrepresenting their circumstances, eg holding an interest in another tenancy or home
- Investigating suspected false information, eg misrepresentation of household members or support needs. We will pause allocations, if necessary, and report suspected fraud to authorities as this may constitute a criminal offence

10.3 Our tenancy and licence agreements explicitly prohibit:

- Sub-letting or assignment without written permission
- The use of the property as anything other than the tenant's sole or main residence
- Unlawful sub-letting – particularly for profit – may lead to tenancy termination and, in the case of Assured Tenancies, may constitute a criminal offence.

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- 10.4 In schemes where we have on-site or visiting staff we maintain awareness of who is living in each property. With the customer's consent, we may retain a photo of them typically taken at sign-up to help staff identify unauthorised occupants.
- 10.5 We carry out periodic occupancy checks on our properties. For long-term tenancies – Assured Shorthold Tenancies or Assured Tenancies these checks are triaged based on the customer's vulnerabilities and will take place every 6 months, every year or every 3 years. We also encourage neighbours to let us know if they think a property is empty or sub-let.
- 10.6 In supported housing, because staff or Support Workers are more frequent interaction with customers any anomalies can be picked up quickly.
- 10.7 We encourage staff, tenants, neighbours and the public to report suspected fraud. Reports can be made confidentially via internal whistleblowing channels or direct through our Landlord Services Team. We collaborate with local authority fraud teams and share information, where appropriate, especially in cases involving benefit fraud.
- 10.8 When fraud is suspected we take proportionate action which may include unannounced visits, surveillance in partnership with local authorities and checks on rent payments, key fob usage or occupancy patterns. Tenants may be interviewed and due process is followed throughout.
- 10.9 Where unauthorised occupancy is discovered we will assess whether the original tenant may have been coerced or exploited. In such cases we will involve safeguarding teams and the police and prioritise both recovery of the property and the welfare of the tenant.
- 10.10 We promote awareness of tenancy fraud through:
- Staff training on identifying unfamiliar individuals and tenant absence etc
 - Tenant communication via newsletters and handbooks that highlight the impact of fraud and the consequences
 - Reinforcing a culture of honesty and accountability while supporting tenants in genuine need

11. Complaints & Appeals

- 11.1 We are committed to providing high-quality services and treating all customers fairly. If a tenant, applicant or former tenant is dissatisfied with any aspect of our service – including tenancy decisions – they can make a formal complaint in line with our [Complaints & Feedback Policy](#).

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- 11.2 We also recognise the importance of transparency and fairness in the decision making process. Tenant and prospective tenants have the right to appeal regarding the type of tenancy offered if they believe they should have been granted a more secure tenancy.
- 11.3 This right is clearly communicated to customers at the start of their occupancy and again during any notice period.
- 11.4 Appeals must be submitted in writing via email, letter or our [online form](#). Each appeal will be reviewed by a senior manager who was not involved in the original decision. The review will consider whether the original decision was made in line with this policy, was reasonable and considered all relevant circumstances. A written response will be sent outlining the outcome of the appeal and any actions to be taken.

Record Keeping and Confidentiality

We will comply with our Data Protection and Confidentiality Policy which can be found by clicking [Here](#) or visiting our website at www.lookahead.org.uk

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	Renters Reform Bill Prevention of Social Housing Fraud Act 201
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Version History			
Version	Date	Description of Changes	Author
1.0	June 2025	New policy.	