TENANCY MANAGEMENT POLICY

October 2025

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1 Introduction

This policy applies to Haringey Council introductory and secure tenants.

It does not apply to:

- homes or hostels let as temporary accommodation or under license e.g. while their home is being repaired.
- temporary accommodation or our properties under license e.g. when their main home is being repaired.
- decants which are covered by a separate policy linked in section 11 of this policy.

It follows the principles and objectives of our Tenancy Strategy and the relevant tenancy agreement which is a legal contract between the tenant and Haringey Council as the landlord. This policy should be read in conjunction with both documents.

When we use the terms ‘we’, ‘our’, and ‘us’ in this policy we mean Haringey Council.

This policy outlines our approach to providing an efficient and effective tenancy management service which has tenancy sustainment at its core.

2 Aim of the policy

The aims of this policy are to:

- Meet the requirements of the Regulator of Social Housing’s Tenancy Standard
- Deliver the objectives and aims set out within our Tenancy Strategy
- Outline the types of tenancies we offer and what could lead to a change in tenancy type
- Support delivery of our Housing Strategy objective to transform services to our tenants and leaseholders, and design those services with them.

3 Definitions

An introductory tenancy is a trial period for new tenants to show that they can keep to the terms of their tenancy agreement, pay rent regularly and on time, look after their home and not cause a nuisance to neighbours.

A secure tenancy is a lifetime agreement that means we cannot evict a tenant unless we are granted a possession order from the County Court. We can only get this order in certain circumstances.

A Vulnerable tenant is anyone who currently experiences difficulties with everyday living; and, in order not to be disadvantaged by those difficulties, needs either:

- additional support or service adaptation to access our housing management services; or
- additional support to sustain their tenancy

Vulnerability in the context of this policy is unlikely to be a permanent condition. Where somebody is likely to remain vulnerable for a long period - or even permanently - the needs they have because of that vulnerability will change over time.

This policy links to and follows the approach in our vulnerable tenants and leaseholders policy to supporting tenants and leaseholders. This confirms that the following common indicators of vulnerability help to inform our staff training and underpin assessment forms.

- age
- disability
- experience of care
- ability to act, engage and cope such as language skills
- addiction, and learning disability
- and exceptional life events such as a recent history of street homelessness, bereavement
- or discharge from hospital or other institutional care

Public Trustee acts as the title holder of an estate where there is no will or no named executor or executor with ability to act, until a grant of representation is given

4 Types of tenancies

4.1 Introductory tenancies

Our new Council tenants are offered an introductory tenancy for a trial period of 12 months before they become secure tenants. Our focus is on supporting tenants to sustain their tenancies and to successfully conclude their introductory tenancy. Section 6 of this policy has further information on our approach to supporting tenants to sustain their tenancies.

We will ensure incoming tenants are provided with the required information and advice to allow them to move into the property promptly at the agreed start of their tenancy date. This includes providing new tenants with a link to an online tenants handbook (hard copy on request) at sign up.

We aim to undertake a new tenancy check at 6 weeks following the tenancy start date. We will then undertake tenancy reviews at 6 months, 9 months and 12 months prior to an introductory tenancy coming to an end. Our approach to assessing whether to offer a secure tenancy, to extend or end the introductory tenancy is based on whether tenants have kept to the terms in their tenancy agreement.

Unless we act either to end the tenancy or to extend the length of the introductory tenancy by 6 months (totalling 18 months) during the trial period due to a breach, the tenancy will automatically become secure after the 12-month period.

We will inform tenants in writing with the outcome of their introductory tenancy review and offer them the right to appeal the decision.

4.2 Right to appeal

An introductory tenant has the right to request an appeal on our decision to extend their tenancy or to end their tenancy by way of a Notice of Possession Proceedings. Tenants should request an appeal within 14 days of being notified of our decision directly to their Housing Officer.

4.3 Secure Tenancy

Unless a council property is being used as temporary accommodation, we let our council homes on a “tenancy for life” basis.

Tenants with a secure tenancy will usually be able to stay in their home with a few exceptions including:

- If they breach the terms of their tenancy agreement and a court provides us with a possession order.
- They decide to move after completing an Introductory Tenancy, without breaching any tenancy conditions.
- There may be circumstances where a property would be much more suitable for other individuals, for example if the property is adapted for a disabled person where no current occupants require those adaptions.
- The property is being demolished e.g. as part of an estate regeneration scheme.
- Succession if underoccupying; we will encourage the successor to move to smaller accommodation through our downsizing scheme which includes financial incentives.

4.4 Licence Agreements

These Agreements are only used for emergency temporary decant accommodation within our council housing stock.

These Agreements are usually for a three month period but maybe extended due to the nature of the works if necessary.

We also have the right to end the licence agreement if residents are able to move back to their own home.

All Licence Agreements will be on a like-for like basis, which means it will be the same size property as the secure tenancy.

5 Ending a tenancy

5.1 Tenancy termination

When a tenant wants to move out of their home, they must contact their Housing Officer to give us notice in writing that they wish to terminate their tenancy and request a Termination form.

Tenants must give us at least 4 weeks' notice expiring on a Monday unless they are moving to another Haringey Council property in which case they don't need to give 4 weeks' notice. They must also return all keys promptly and fully clear the property, leaving it in a clean and acceptable condition.

If we need to evict a secure tenant following a breach of the tenancy agreement for rent arrears, this will be considered by our evictions panel. For cases of Anti-Social Behaviour (ASB), our Head of Tenancy Management will review and sign off these cases – ASB cases are not considered by our evictions panel. In all cases, we can seek a possession order from the County Court to end a tenancy.

We are committed to doing everything possible to sustain tenancies and prevent the eviction of vulnerable tenants and recognise the economic and social cost of eviction. We will always take a preventative and proactive approach to sustaining tenancies in line with our vulnerable tenants and leaseholders policy and housing arrears policy. Eviction will only be used as a last resort where other interventions and support to address tenancy breaches have proved unsuccessful.

5.2 Surrender of tenancy

We encourage the following tenants to surrender their council tenancy where:

- they are entering residential care, hospital, rehabilitation or temporary supported housing on a long-term basis
- or where they have been, or are likely to be, sent to prison for more than 13 weeks.
- A young care leaver is not coping
    - We will give them the option to 'hand back' the tenancy without prejudice to their future housing options, and to be referred back for a new tenancy. This will be after working with their social worker and support partners to develop their independent living skills.

In each case this would mean they were not using the property as their 'only or principal home'.

The secure status of a tenancy is lost if a tenant ceases to occupy it as their only or principal home. Occupation by a non-tenant spouse or civil partner qualifies as occupation by the tenant spouse as long as the parties remain married or in a civil partnership.

5.3 Terminating introductory tenancies

An introductory tenancy or extended tenancy will be ended and not become a secure tenancy if the tenant breaks the tenancy conditions or made a false or misleading statement to obtain the tenancy. This would be ended by serving a Notice of Possession Proceedings.

We will only evict one of our tenants where there have been serious breaches of their tenancy agreement and all possible options have been explored for preserving the tenancy, including providing support to the tenant. This includes doing everything possible to prevent the eviction of vulnerable tenants in line with our vulnerable tenants and leaseholders policy.

The type of support we offer covers help with isolation or accessing healthcare, education, and employment, money management, debt or rent arrears, and support with complex problems such as hoarding.

Where an introductory tenancy is ended, we will support the tenant to access help and advice on alternative housing options.

5.4 Ending a joint tenancy

If one joint tenant ends the tenancy, the tenancy will end, even if the other joint tenant has not asked for the tenancy to end.

We will then consider whether to offer a sole tenancy to the remaining tenant. This decision will be based on the remaining tenant's current circumstances, for example whether they are a victim/survivor of domestic abuse perpetrated by the other joint tenant, any vulnerabilities or custody of children. In this situation, we would encourage and support the victim/survivor either to serve a McGrady notice or to obtain a property transfer order from the courts. We will ensure that victim/survivors of domestic abuse are offered suitable accommodation in safe areas.

We reserve the right to take enforcement action against our tenants, using the powers available under the Housing Acts, up to and including terminating a tenancy, for domestic abuse related offences in line with our domestic abuse and violence against women and girls policy.

Where a tenancy is offered in these circumstances, this may not be for the same home. Instead, we will review the housing needs of the remaining household and make a suitable offer.

5.5 Death of a tenant

If a tenant dies, the tenancy can sometimes be transferred to their partner or, for tenancies started before (1 April 2012), another eligible family member. This is known as Succession, which is detailed in section 7 of this policy. If there is no eligible family member wishing to succeed the tenancy, we will end the tenancy by serving a Notice to Quit.

- The death of a tenant does not formally end a tenancy although the tenancy will no longer remain secure unless there is a successor.
- Where the tenant dies, the tenancy still needs to be terminated by giving 4 weeks written notice from the executive of their estate. We may, however, agree to accept a shorter notice period.
- Where the tenancy has been ended due to the death of the sole tenant the person who has been properly authorised to deal with the late tenant's estate is responsible for the removal of all goods from the property within 28 days.
- Where there is no person properly authorised to deal with the deceased tenant's estate, then we will commence the formal legal process to end the tenancy by the service of a Notice to Quit on the Public Trustee.
- The property will still be subject to a pre and post tenancy visit. If damage to the property has occurred owing to the wilful neglect of the deceased tenant or the carrying out of unauthorised alterations by the deceased tenant, then we may consider pursuing the estate for the costs of making good any damages caused by the deceased tenant during the tenancy.
- If we don't have a death certificate, we will serve notice on the public trustee.

5.6 Abandoned properties

We recognise that tenants may be away from their homes for an extended period for several reasons and in accordance with their tenancy agreement they must notify us of this. Where we believe that the tenant may have abandoned the property we will take appropriate action, in accordance with the legislative requirements and our abandonment procedure. This may include us taking possession and the property being recovered without the abandoning tenant being aware.

5.7 Disposal of tenant belongings

Outgoing tenants are expected to clear their belongings before the end of the written notice period.

If they leave belongings behind, we may serve a notice under the Torts (Interference with Goods) Act 1977. This allows us to remove and/or dispose of these belongings. The cost of doing so may be recharged to tenants.

The outgoing tenant is responsible for removing all personal possessions from the property by the end of the written notice period.

However, there may be some instances where the tenant fails to give notice (either because of eviction or abandonment) and belongings are left in the property or where notice has been given but belongings are still left within the property.

Once the notice period has expired and the tenant has left the property, we will accept no responsibility for any items left within the property or the land forming part of the tenancy.

In such circumstances we reserve the right to issue a formal Notice in accordance with section 41 of the Local Government (Miscellaneous Provisions) Act 1982 advising there are personal belongings within the property and that upon expiry of the notice any belongings remaining will become the property of the council and will be dealt with in accordance with under section 41.

Following evictions or where a tenant dies, we will store items for 28 days

6 Supporting tenants to sustain their tenancies

6.1 Sustaining tenancies

Before we grant a tenancy, we will carry out an assessment to check that prospective tenants are working and ask for payslips, or if they're in receipt of Housing Benefit, Personal Independence Payment or Universal Credit.

In some cases, tenants may already have assigned support, however we will ensure that all support needs are discussed, and appropriate referrals to support services are made including but not limited to the Connected Communities programme or social services. Where prospective tenants that require it have not been assigned to support, we will ensure their case is reviewed and they are referred to appropriate support services.

Where a tenant requires it, we will provide (where this is possible) support needed to sustain their tenancy and live comfortably in their homes, or we will signpost the tenant to other teams in the council or to other external support agencies. The type of support we offer covers help with isolation or accessing healthcare, education, and employment, financial inclusion, money management, debt or rent arrears, and support with complex problems such as hoarding.

We work closely with our Young Adults Service to provide a package of support to help care leavers prepare for the move to their new home and then sustain their tenancy.

6.2 Vulnerable tenants

We take a holistic view of tenancy sustainment in line with our vulnerable tenants and leaseholders policy. We recognise that vulnerability is unlikely to be a permanent condition and that where somebody is likely to remain vulnerable for a long period - or even permanently - the needs they have because of that vulnerability will change over time.

There are four main ways in which we aim to become aware on a responsive basis that a resident is vulnerable or has a common indicator of vulnerability:

- The resident tells us
- A neighbour, family member or friend of the resident tells us
- A professional such as a GP, social worker, or support worker tells us

- Council officers or contractors identify that a resident may be vulnerable and informs us, generally through the Concern Card system.

We also use internal data that we already have stored from the housing allocations process and formal assessment such as during the tenancy audit or at the allocations process to identify vulnerability and understand a resident's individual needs. We ensure that all housing staff, contractors, and agents regularly receive high quality training, supervision, and guidance on identifying, assessing, and supporting vulnerable tenants. Further information on our approach to identifying and responding to vulnerability is outlined in our vulnerable tenants and leaseholders policy.

6.3 Home visits

We use the home visit to:

- Carry out a tenancy audit and verify that the person occupying the property is the legal tenant and assess if any structural alterations have been made without permission.
- Carry out a welfare check to assess all likely safeguarding risks including any abuse, neglect, self-neglect and hoarding, cuckooing or specialist support is needed such as an assessment of mental capacity.
    - This is unless one has been done recently with the frequency of checks based on a risk assessment of the tenant's welfare needs
- Update tenant profile information including:
    - Discussing with tenants if they have any vulnerabilities that the Council is not already aware of and seeking to identify suitable support needs if necessary.
    - Assessing whether the tenant needs us to change the way we offer or deliver housing services in relation to their needs to help them access housing services and sustain their tenancy. This is in line with the approach outlined in our Vulnerable tenants and leaseholders policy.
    - We will explain our plan of action and, if required, seek their agreement to refer them to specialist services.
    - In some circumstances we may need to make a referral without relying on the consent of the tenant and we will document this. This could include situations where we have concerns about their wellbeing or the wellbeing of others.
- Identify any translation and interpretation requirements.
- Pick up any repair or neighbourhood issues.
- Ensure that tenants are aware of the different ways of contacting us and promoting digital access.
- Ensure the enforcement of tenancy conditions and check that the property has not been damaged, neglected or used unlawfully.
- Ensure that the property continues to be occupied by the tenant and has not been sublet or abandoned. Please see section 6.4 below.
- If needed conduct a Person-Centred Fire Risk Assessment.

We will ensure that we communicate with tenants clearly and concisely about any follow up actions we take resulting from any of the above. The outcomes and any actions from the above are stored securely on our internal systems.

6.4 Tackling Tenancy Fraud

We have a zero tolerance approach to fraud and consider housing related fraud to be a high risk and therefore priority work area. We will take a proactive approach to identifying fraud and investigate all reports of suspected fraud using all the powers available to us.

We can pursue via civil proceedings and will seek to recover the property efficiently so it can be returned to stock and reallocated, and we will usually prosecute where criminal offences have been perpetrated; and we will seek to recover financial loss.

Reports of potential tenancy fraud that we will investigate include but are not limited to:

- Subletting (without landlords' permission)
- Key-selling – where a tenant passes the keys for a property on to someone else in return for a one-off payment or favour
- Abandonment / non occupation or not using the property as Main and Principal Home.
- Application Fraud – i.e. obtaining a tenancy/property by false statement or knowingly withholding information
    - Unauthorised assignment (including by mutual exchange)
    - Wrongly claimed succession
    - Right to buy fraud

In the case of successful criminal or civil action, we may actively publicise the result to deter further tenancy fraud.

6.5 Access

Most tenants allow access to their homes when required. If they do not, they may be in breach of their tenancy, and we may take legal action in line with the tenancy agreement and our access for emergencies, safety or welfare policy.

We may need access to a tenant's home for lots of reasons, including:

- To respond to an emergency or other health and safety risks
- To undertake our obligations regarding compliance, building or fire safety
- To inspect the condition of the property
- To carry out servicing or a repair
- To investigate a possible breach of tenancy

In line with the Tenancy Agreement, where a reasonable request for access has been given, and where access has been withheld or obstructed, tenants must pay the reasonable costs of gaining entry to a property including the reasonable costs of court proceedings if they are necessary.

6.6 Anti-Social Behaviour

We recognise that ASB can seriously impact the quality of life for residents, communities, and visitors.

Tackling ASB is a key priority through prevention, enforcement, and support as outlined in our ASB policy.

We are committed to working with our partners to support those affected and hold individuals accountable for unacceptable behaviour. We may ask the court for an outright possession order to evict tenants if there are legal grounds for an eviction.

7 Succession

When a secure tenant dies, another family member may be entitled to inherit their tenancy, which would include any unpaid tenancy related charges. This is known in legal terms as a Succession.

There can only ever be one succession to a council tenancy. This means that on the death of a tenant who was classed as a successor, there can be no further right of succession. Successions include anyone becoming a sole tenant when they were a joint tenant, and the other tenant has died. It also includes anyone who was assigned the home by a pervious tenant unless it was assigned pursuant to a mutual exchange or by a court.

Entitlement to succeed a tenancy depends upon when the tenancy started.

This right does not apply to introductory tenants because of the requirement to be a tenant for 12 months before gaining succession rights.

Should a succession or assignment not be an option, we may consider granting a new tenancy to an individual in exceptional circumstances. This is outlined in section 10.2 of this policy under discretionary grant of tenancy.

7.1 Joint tenancies

If a joint tenant dies, then the surviving tenant will succeed to the tenancy. This will count as succession and there will be no further successions.

However, if the surviving joint tenant who has succeeded the tenancy is no longer living in the home at the time of death, then the tenancy ceases to be secure, and we will seek to recover the home through a Notice and necessary legal action.

7.2 Tenancies that began before 1 April 2012

So long as the deceased tenant was not a successor, their spouse or civil partner may succeed if they were occupying the property as their only or principal home.

A cohabitee or a member of the family can succeed if:

- There is no spouse or civil partner who can succeed.
- They were occupying the property as their only or principal home
- They had been living with the tenant for at least 12 months prior to the death of the tenant.

The 12-month period could be in any property where the tenant was living if they moved home in the year before they died. 'Residing with' means making a home with the tenant, rather than staying with them for a period of time. We will require proof that a cohabitee or family member had been living with the tenant for at least 12 months period through either bank statements or utility statements.

7.3 Tenancies that began on or after 1 April 2012

Only the deceased tenant's spouse, civil partner or cohabitee is entitled to succeed. Other family members cannot succeed unless there is a term in the tenancy agreement that expressly allows for this to happen. The tenancy agreement could allow someone else to succeed, such as a carer.

Where a succession occurs because of rights provided for in the tenancy agreement, this is a statutory succession and there are no further rights of succession.

7.4 Where no one has the right to succeed

There would be no right to succession, and one would not take place in the following circumstances if:

- There is no one qualified to succeed to the tenancy and/or has lived with the tenant at the date of death or (where relevant) throughout the 12 months prior.
- The deceased tenant had been living alone.
- The deceased tenant had left the property and was not using it as their only or principal home.
- The deceased tenant had left the property and been admitted to hospital or a residential home for long-term care or treatment with no prospect of return.

If the deceased tenant was themselves a successor, no further succession can take place. A person who succeeds to a tenancy obtains a continuation of the existing tenancy, not a new one.

7.5 Property suitability

There may be circumstances where a property would be much more suitable for other individuals rather than a successor. For example, if the successor is significantly underoccupying or the property is adapted for a disabled person.

In such circumstances we may look to rehouse a family member successor into a more suitable property. The successor would be considered for a direct let.

If the successor refuses to move voluntarily then we may serve a notice of seeking possession for the property on the successor between 6 and 12 months after the previous tenant's death. We will make one reasonable and suitable offer to the family member of alternative accommodation

In accordance with legislation, we would not look to seek possession of a property for under occupation if the successor was the spouse or civil partner of the deceased tenant.

8 Assignment

Assignment means legally transferring a tenancy from one person to another during the lifetime of the tenant.

The assignee will inherit all the rights and responsibilities of the previous tenant, including payment of outstanding arrears.

Assignments can only be made to someone who would be able to succeed to the home if the tenant died as set out in section 7 on succession above. Assignments count as a succession and can only occur if there has not already been a succession of that tenancy.

9 Mutual exchanges

Mutual exchange is the process through which two or more secure tenants in council housing or housing associations can agree to swap their tenancies and properties.

In all cases, our permission is required before a mutual exchange can take place. If a tenant carries out a mutual exchange without our permission, then they will no longer be a secure tenant, and we may take legal action to recover the property.

The consent for a mutual exchange cannot be withheld except on one or more grounds set out in Schedule 3 of the Housing Act 1985. We may therefore refuse permission for a tenant to assign their tenancy to a mutual exchange partner for one of the following legal reasons:

- If a tenant has a court order outstanding.
- If legal proceedings have started for possession of their property.
- If the proposed tenant moving in would be under occupying the property.
- If the proposed incoming tenants would be over occupying the property.
- If the tenant lives in a property that is mainly for non-housing accommodation, or when a tenant(s) property is linked directly to their job working for the Council.
- If the property is adapted for disabled use and the incoming tenant does not need this type of property.
- If the property and / or tenancy is linked to the provision of support.

We have 42 days to decide, whether tenants are entitled to an exchange or not. Tenants have the right to exchange properties if we fail to accept or refuse the exchange within 42 days.

Where there are rent arrears, outstanding rechargeable repairs or other breaches of tenancy conditions, we may give provisional permission to exchange, conditional upon these breaches being remedied.

Where an applicant is suffering exceptional financial hardship, an exchange can be granted without a clear rent account at our discretion. In these circumstances the tenant will be expected to sign an agreement to clear any arrears following their move.

10 Exceptional circumstances

In the interests of supporting our residents, preventing homelessness wherever we can and being a caring council, we have the following discretionary policies which we will apply in certain circumstances to consider awarding a new lifetime secure tenancy of the property, dependent on their assessed housing needs.

10.1 Management transfer

A management transfer is where an urgent managed move is agreed on the basis that one of our Council tenants is not safe to remain in their current home due to reasons of domestic abuse, violence, harassment, intimidation, hate crime, or threats of violence likely to be carried out or for another urgent management reason.

A management transfer request can be made directly to a Housing Officer or through a 3rd party e.g. Hearthstone Domestic Abuse Advice and Support Service, Social Services and these will be considered by our Decisions Panel. A suitable property may not be available immediately.

Although most of the transfer requests that are approved relate to extremely serious incidents as outlined above, we will only approve a transfer where we are satisfied that all other ways of resolving the problem have been exhausted and that it would not be reasonable to expect the tenant to continue living in their home.

The role of the Police in providing evidence is important but not essential or mandatory in reaching evidence-based decisions. Although having Police input is necessary for the process, in line with the Domestic Abuse Act it is not a requirement. Support agencies are required to confirm the availability of safe and suitable accommodation.

If the Panel do not approve the request, there is a right to appeal for a senior management review if further evidence is submitted.

10.2 Discretionary Grant of Tenancy

Should a succession or assignment not be an option, we may consider granting a new tenancy to an individual in exceptional circumstances. Exceptional, is defined as unusual circumstances that affect a person's ability to access suitable housing and sustain their independence. This may include but not be limited to:

- Clear medical evidence of any high-level support needs due to mental health, learning disability or another vulnerability that moving to another property would cause hardship or be too unsettling.
- Domestic abuse victim where the perpetrator has ended the tenancy including using a McGrady notice.

Where the applicant was an official live-in carer for the tenant, qualified for Carer's Allowance and where it is beneficial to the tenant and the Council to have the carer living with them. They will also have had to provide evidence of terminating their tenancy at a previous address. This excludes those that have sold their home.
In nearly every case, the applicant will have experienced the loss of a close family or household member. The impact of being bereaved is not, in itself, an exceptional circumstance and unfortunately will not be considered.

A request for a Grant of Tenancy can be made directly to a Housing Officer and where the request meets the above criteria it will be reviewed by a senior Manager and considered by our Decisions Panel.

11 Links to other policies, strategies and documents

This policy links to and should be read together with the following Haringey Council documents:

- Access for Emergencies, Safety or Welfare Policy
- Anti-Fraud, Bribery and Corruption policy and strategy
- Asbestos Safety Policy
- ASB Policy
- Housing Allocations Policy
- Domestic Abuse and Violence Against Women and Girls Policy for council tenants and leaseholders, and those approaching the council as homeless
- Feedback policy
- Electrical Safety Policy
- Fire and Structural Safety Policy
- Gas and Heating Safety Policy

- Good Neighbourhood Management Policy
- Housing Income Collection Policy
- Housing Arrears Policy
- Housing Strategy 2024 - 2029
- Lift Safety Policy
- Responsive Repairs Policy
- Safeguarding council tenants and leaseholders policy
- Temporary Moves (decant) Policy
- Tenancy agreement
- Tenants Handbook
- Vulnerable council tenants and leaseholders policy
- Water Hygiene Policy

12 Resident co-production and engagement

When did you discuss development of this policy with residents?
At meetings of the Resident Voice Board in June 2024 and the Tenancy Management Continuous Improvement Group in July 2024 and November 2024.

What did they tell you?
They told us that the policy criteria for granting a new tenancy needed to be clear in the policy including in the sections on succession and exceptional circumstances. The policy approach when council housing was abandoned and the approach to care leavers also needed to be included in the policy.

It was asked how housing teams pick up if a person is vulnerable

How has what residents told us informed development of this policy?
Section 5.6 addresses our approach to abandoned properties.

Section 6 outlines the ways the council seeks to support tenants to sustain their tenancies.

This includes outlining the main ways in which we aim to become aware on a responsive basis that a resident is vulnerable or has a common indicator of vulnerability. The policy confirms that this is picked up through various channels. This includes family, neighbours, contractors, or our staff telling us and through our tenancy audit process. The policy confirms that we have concern cards to raise these types of issues.

This also confirms that we work closely with our Young Adults Service to provide a package of support to help care leavers prepare for the move to their new home and then sustain their tenancy.

Section 7 outlines the policy approach to succession and the circumstances where we may look to rehouse a family member successor into a more suitable property.

Section 10 addresses our policy approach to granting new tenancies in exceptional circumstances.

13 Equality Impact Assessment

An Equality Impact Assessment (EQIA) was carried out as part of the development of this policy. The EQIA found that the policy should have a positive impact on the protected characteristics of age, disability and race; and that it will have a neutral impact on those with other protected characteristics.

14 Reviewing the policy

We will review this policy every three years unless earlier events or legislation require an earlier update to this policy.

15 Legislation

As the landlord, we will ensure that we carry out our tenancy management policy in accordance with statutory requirements and best practice as follows:

- The Housing Act 1985, 1988 and 1996
- The Social Housing Regulation Act 2023
- Housing and Regeneration Act 2008
- Immigration Act 2014
- Right to Rent
- Anti-social Behaviour, Crime and Policing Act 2014
- Matrimonial Causes Act 1973
- Matrimonial and Family Proceedings Act 1984
- Civil Partnership Act 2004
- Prevention of Social Housing Fraud Act 2013
- Localism Act 2011
- Domestic Abuse Act 2021
- Equality Act 2010
- Tort (Interference with Goods Act) 1977
- The Fraud Act 2006