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**Social, Affordable and Intermediate Rent Tenancy Policy**

**SER-POL-21**

**Version 3.0**

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**Date approved: 16<sup>th</sup> June 2026**

**Approved by: Board**

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## **1. Policy Purpose**

- 1.1 The purpose of this policy is to provide a comprehensive, framework explaining how we grant, manage and end tenancies in a compliant, fair, and consistent way.
- 1.2 This policy provides clear information about the types of tenancy that will be offered and the circumstances in which they will be granted.
- 1.3 We seek to make the most effective use of our homes by ensuring homes are allocated in a way that meets identified housing need, supports stability of tenure, and contributes to local authorities' ability to deliver their strategic housing priorities and statutory duties.
- 1.4 We will use different tenancy agreements and apply different rent charges depending on the type of property and the circumstances in which it is let.

### **Scope**

- 1.5 This policy applies to all social and affordable rented homes that we own and manage.
- 1.6 This policy applies to homes that we own but are managed by another organisation where management agreements require compliance with this policy.

### **Aims**

- 1.7 This policy aims to:
  - Ensure that we grant the most secure and appropriate form of tenancy in all circumstances.
- 1.8 Ensure that tenancy endings are managed fairly, lawfully and with due regard to the individual circumstances of tenants.
  - Minimise rent loss and void periods while upholding tenant's rights and treating them with dignity and respect, particularly at times of bereavement or stress.

## **2. Regulatory and Legislative Framework**

- 2.1 This policy is informed by and operates within the framework of housing legislation and regulation applicable to registered providers of social and affordable housing. It supports compliance with the Regulator of Social

Housing's Consumer Standards, including the Tenancy Standard, which requires providers to offer clear, fair, and transparent tenancy arrangements and to make best use of social housing stock.

2.2 The key legislation underpinning this policy includes:

**Housing Act 1985**, which governs secure tenancies, succession rights, and termination for secure tenants.

**Housing Act 1988**, which provides the legal framework for Assured and Assured Shorthold Tenancies, possession proceedings, and notices.

**Housing Act 1996**, which sets out housing allocation requirements, homelessness duties and powers relating to anti-social behaviour.

**Localism Act 2011**, which introduced flexible tenancies and reformed social housing regulation and succession.

**Protection from Eviction Act 1977**, which makes it a criminal offence to unlawfully evict or harass residential occupiers.

**Equality Act 2010**, which requires Southway to avoid discrimination, make reasonable adjustments and comply with the Public Sector Equality Duty.

**Human Rights Act 1998**, which requires decisions affecting a person's home to be lawful, necessary, and proportionate.

**Renters' Rights Act 2025**, which introduces significant reforms to tenancy arrangements, including the phasing out of Assured Shorthold Tenancies. Southway will review and update its policies and tenancy arrangements as relevant provisions of the Act come into force.

2.3 We will keep this policy under review to ensure ongoing compliance with all relevant legislative and regulatory requirements.

### **3. Types of Tenancy Granted**

3.1 The types of tenancies offered are detailed in the table in Appendix A

3.2 We will, as a general principle, offer the most secure tenancy possible, and in most cases, this will be an Assured Tenancy.

3.3 We will only use fixed term tenancies in circumstances identified in this Policy.

### **Assured Shorthold and Starter Tenancies**

- 3.4 Starter tenancies are used to assess whether a tenancy is likely to be sustainable in the longer term and to identify any support needs at an early stage. Starter tenancies normally last for twelve months and may be extended to a maximum of eighteen months where concerns about tenancy conduct or sustainability require further monitoring.
- 3.5 During the starter period, we may carry out proportionate tenancy checks and reviews. Where a tenant fails to meet their tenancy obligations, Southway may take action to end the tenancy in accordance with the Housing Act 1988 and will provide the tenant with information about their right to request a review.
- 3.6 Where a starter tenancy is conducted satisfactorily, it will automatically convert to an Assured Tenancy, providing the tenant with greater security of tenure.
- 3.7 In addition to starter tenancies, we grant Assured Shorthold tenancy agreements for homes let under the Rough Sleeper Accommodation Project (RASP), reflecting the short-term and supported nature of this type of accommodation.
- 3.8 We recognise the government's intention, through the Renters Reform Act 2025, to phase out the use of Assured Shorthold Tenancies over time.
- 3.9 As legislative changes take place and reforms come into force, we will review and update our tenancy arrangements and this policy to ensure ongoing compliance with legislation and regulatory expectations, with a continued focus on supporting tenancy sustainment, fairness, and security of tenure for customers.

### **Affordable Rent Tenancies**

- 3.10 Affordable Rent homes are distinct from Social Rent homes because they are delivered through Homes England funding that allows higher rent levels to support the provision of new housing, enabling us to increase housing supply.
- 3.11 Affordable Rent homes are allocated through the relevant local authority's choice-based lettings scheme and managed in line with Southway's tenancy standards, with rents set in accordance with Homes England Affordable Rent requirements.

### **Intermediate Rent Tenancies**

- 3.12 These homes are let at rents below market levels, in line with Homes England definitions, and are intended to support affordability and housing mobility.
- 3.13 Intermediate Rent homes are allocated through the relevant local authority nominations or choice-based lettings arrangements and are managed to the same standards as other Southway homes.

### **Social Rent with Fixed Service Charges**

- 3.14 Some Social Rent homes are let with fixed service charges to provide tenants with greater certainty and transparency about their housing costs. Rent is set at social rent levels, with service charges fixed in accordance with the services provided to the scheme.
- 3.15 These homes are allocated through local authority lettings arrangements and are managed in line with our standard tenancy and service delivery expectations, while ensuring that service costs are recovered in a clear and sustainable way.

### **Fixed Term Tenancies**

- 3.16 We will only grant fixed-term tenancies in exceptional circumstances where a lifetime tenancy is not appropriate. These circumstances may include situations where a home is due for demolition or regeneration, where a tenant has limited leave to remain in the UK, or where accommodation is provided as part of a temporary homelessness or move-on initiative.
- 3.17 Where a fixed-term tenancy is granted, the tenant will be clearly informed of the length of the tenancy and the reason it is time-limited. Where appropriate, we will provide housing options advice and support to assist the tenant in securing suitable accommodation when the fixed term ends.

## **4. Other Housing Management and Letting Arrangements**

### **Temporary Decants**

- 4.1 We may provide temporary accommodation to tenants who are required to move from their home on a short-term basis due to essential works, regeneration, or other exceptional circumstances. These arrangements are intended to be temporary and do not create a right to permanent rehousing unless this is explicitly agreed.

- 4.2 Tenants will be clearly informed about the temporary nature of the arrangement, the expected duration of the decant and their rights and responsibilities during this period. Southway will seek to minimise disruption and provide appropriate support, taking account of individual household needs.

#### **Permission to Occupy and Mesne Profits**

- 4.3 In some circumstances, a person may remain in occupation of a Southway home after a tenancy has ended or where no right to succeed exists, including failed succession cases or former tolerated trespassers. In these situations, we may grant permission to occupy on a temporary and discretionary basis while the individual's circumstances are considered.
- 4.4 Permission to occupy does not create a tenancy or confer security of tenure. Where a person remains in occupation without a tenancy, we may charge mesne profits as compensation for use and occupation of the property until the situation is resolved or the home is vacated. We will clearly explain the individual's status and act fairly and proportionately in all such cases.

#### **Age-Restricted Homes**

- 4.5 We provide some homes that are subject to age restrictions, meaning they can only be let to applicants who have reached a specified minimum age. These homes are designed to meet the needs of older people or other age-defined groups and may form part of specialist or designated housing schemes.
- 4.6 Age-restricted homes are allocated through local authority allocation or nomination arrangements, approved Local Lettings Policies and scheme-specific eligibility criteria, including those relating to With Care schemes. Southway will consider an applicant's housing, support and accessibility needs where relevant.
- 4.7 Eligibility requirements, including the minimum age criteria and any additional scheme conditions, will be explained clearly to applicants before an offer of accommodation is made. We will ensure that age-restricted lettings are operated fairly, transparently and in compliance with equality legislation, recognising that age-based housing is a permitted and proportionate means of meeting specific housing needs.

#### **Stock Acquisitions**

- 4.8 Where Southway acquires homes from another registered provider of social or affordable rented housing, the intention will be to transition transferring

tenants onto our tenancy agreements within the first year following transfer, where lawful and appropriate.

- 4.9 We will consult with transferring tenants about any proposed changes, with the level and form of consultation reflecting the scale of the transfer and the impact that moving to a new tenancy agreement may have on tenants' rights and obligations.

### **Local Lettings**

- 4.10 Local lettings policies may be introduced where required, subject to approval by the Parent Board and the Local Authority.
- 4.11 Where a local lettings policy is proposed, officers will clearly set out the justification for its use, such as promoting community cohesion or supporting effective use of housing stock, along with the intended duration of the policy.

## **5. Lawful Ending of Tenancies**

- 5.1 A tenancy will only be ended lawfully. This may include a valid Notice to Quit, a court order granting possession, lawful abandonment or implied surrender, or the death of the tenant where no succession applies. Southway will always follow the correct legal process when ending a tenancy.
- 5.2 Tenants must normally provide written notice in line with their tenancy agreement and current legislation. Notice requirements will reflect the type of tenancy:
- 5.3 For sole tenancies, a reduced notice period may be agreed in appropriate circumstances.
- 5.4 For joint tenancies, the full notice period applies and cannot be reduced.
- 5.5 Notice from one joint tenant is sufficient to end the tenancy
- 5.6 Any variation to standard notice requirements must be approved by an appropriate senior officer and clearly recorded. A Notice to Quit will be accepted where it is legally valid. A prescribed format is not required.
- 5.7 Following receipt of notice, we will confirm the tenant's responsibilities and will take all necessary steps to end the tenancy in line with legal and policy requirements. This will include arrangements for the return of keys, ensuring vacant possession, and addressing any outstanding charges or property condition issues.

- 5.8 Requests to withdraw a Notice to Quit will only be considered in exceptional circumstances. Where such a request is agreed, the tenancy will normally still end, and any request to remain in the property will be considered in line with this policy and rehousing processes.

### **Possession and Eviction**

- 5.9 We will only seek possession or eviction as a last resort and will ensure that all legal requirements are met. Where children, vulnerable adults or individuals known to support services are present, Southway will work with relevant agencies to safeguard their wellbeing.
- 5.10 Southway staff will attend all evictions. Where there are concerns about safety, the police will be asked to attend to ensure the safety of all involved.

### **Abandonment and Implied Surrender**

- 5.11 We will investigate reports of abandonment promptly. Officers will gather evidence and make reasonable enquiries to determine whether the tenant intends to return, recognising that a tenant's absence alone is not proof that the property is no longer their main home.
- 5.12 If it is concluded that a tenancy has been abandoned or surrendered, the appropriate legal steps will be taken. Senior approval is required before ending any tenancy without a court order.

### **Death of a Tenant**

- 5.13 A tenancy does not automatically end when a tenant dies. We will consider whether anyone has a legal right to succeed the tenancy. If no succession applies, we will work sensitively with the next of kin or personal representative to arrange the return of keys and to formally end the tenancy. Rent will continue to be charged to the estate until the tenancy is legally ended.

### **Goods Left at the End of a Tenancy**

- 5.14 When goods are left behind after a tenancy ends, Southway becomes an involuntary bailee. Officers will create an inventory and photographic record of items left behind and will make reasonable efforts to contact the former tenant or their estate. Goods will only be disposed of or sold once legal requirements have been met and senior approval has been provided.

## **Occupation After a Tenancy Has Ended**

- 5.15 Where someone remains in occupation after a tenancy has legally ended, Southway will investigate the circumstances and determine whether the individual has any rights or support needs. When appropriate, Southway will offer advice or help, but enforcement action may be taken to recover possession if necessary.

## **6. Appeals, Reviews and Monitoring**

- 6.1 Tenants may request a review of decisions about the type or length of tenancy they are offered, as well as decisions to end a starter or fixed-term tenancy. A senior officer who was not involved in the original decision will carry out the review. The review process is separate from the complaints procedure and the decision reached will be final.
- 6.2 Tenancy outcomes and related activity will be monitored through Southway's performance and governance frameworks. This policy will be reviewed every three years or sooner if legislative or regulatory changes require it.

## **7. Equality and Diversity**

- 7.1 An Equality Impact Assessment has been completed and confirms that the policy promotes fairness, transparency, and equality of opportunity.
- 7.2 Overall, the policy is expected to have a positive impact, as it strengthens legal compliance, improves clarity and consistency, and reinforces a customer-focused approach. Potential risks have been considered and mitigated through policy design and operational practice.
- 7.3 Potential impacts were identified in relation to older people, disabled tenants, and those with support needs, particularly at points of tenancy change or ending. These risks are mitigated through a commitment to reasonable adjustments, clear communication, and a supportive, case-by-case approach to decision-making.
- 7.4 No adverse or discriminatory impacts have been identified.

## **8. Link to other Policies and Strategies**

- Manchester City Council Allocations Scheme
- Changes of Tenancy Policy

- Rightsizing Local Lettings Policy
- Local Lettings Policies New Build
- Income Collection Policy
- Mutual Exchange Policy
- Customer Care Policy
- Rent Setting and Service Charge Policy
- Domestic Abuse Policy

<b>POLICY REVIEW HISTORY</b>	
<i>To be completed during each review</i>	
<p><b>Previous versions</b> (version number – approved by – approval date – title if different)</p> <p>V1 – Board – 29/05/2012                      V2 – Board – 21/01/2014                      V2.1 Board 2018                      V2.2 Board June 2020                      V2.3 Board June 2024                      V3 Board June 2026 Tenancy Policy</p>	
<b>Date of last EIA:</b>	21/5/2026
<b>Review lead by:</b>	Claire Davies Head of Housing Management and Support
<b>Main points or amendments made and reasons</b>	
<p>Consolidated previous tenancy and end of tenancy policies into a single, comprehensive document</p> <ul style="list-style-type: none"> <li>▪ Updated to reflect current legislation and regulatory requirements, including Renters’ Rights Act 2025</li> <li>▪ Revised tenancy ending section to a principles-based approach aligned with legal requirements</li> <li>▪ Clarified Notice to Quit requirements, including joint tenancies and flexibility on notice periods</li> <li>▪ Removed detailed procedures to separate policy from operational guidance Expanded content to reflect current housing management practices (e.g. decants, permission to occupy)</li> <li>▪ Strengthened governance and decision-making requirements for key tenancy decisions</li> <li>▪ Improved clarity, structure, and customer-focused tone in line with regulatory expectations</li> </ul>	
<b>Next review due:</b>	<b>June 2029</b>

Approval level:	Board
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## Glossary of Terms

### **Affordable Rent**

Housing let at a rent level set in accordance with Homes England Affordable Rent requirements, which may be higher than Social Rent levels. Affordable Rent is intended to support the delivery of new affordable housing while remaining below market rent.

### **Assured Tenancy**

A tenancy that provides long-term security of tenure and can only be ended through a legal process. Assured tenancies are the standard form of social housing tenancy offered by Southway where conditions allow.

### **Assured Shorthold Tenancy (AST)**

A form of tenancy with limited security, used in defined circumstances such as starter tenancies or specialist schemes. The government has signalled its intention to phase out Assured Shorthold Tenancies through the Renters' Rights Act 2025.

### **Choice-Based Lettings (CBL)**

A system operated by local authorities that allows applicants on a housing register to bid for available properties in accordance with published allocation policies.

### **Compliance Tenancy**

A conditional tenancy granted following approval by a Serious Offenders Panel, where additional monitoring or support arrangements are required as part of the tenancy conditions.

### **Decant**

A temporary move from a tenant's home to alternative accommodation to allow major repairs, regeneration, or other essential works to be carried out.

### **Fixed-Term Tenancy**

A tenancy granted for a specified period where a lifetime tenancy is not appropriate, for example due to regeneration, limited leave to remain, or homelessness move on arrangements.

### **Homes England**

The government's housing and regeneration agency, responsible for funding affordable housing programmes and setting grant conditions, including those relating to Affordable Rent.

**Intermediate Rent**

Housing let at rents below market levels, aimed at households who may not qualify for Social Rent but cannot afford market housing.

**Local Lettings Policy**

A locally agreed variation to standard allocation arrangements, approved by the Parent Board and relevant local authority, designed to address specific community or housing management needs.

**Mesne Profits**

A charge applied where a person occupies a property without a tenancy, representing compensation for use and occupation rather than rent.

**Permission to Occupy**

A temporary and discretionary arrangement allowing a person to remain in occupation of a property where no tenancy exists. Permission to occupy does not create security of tenure.

**Registered Provider (RP)**

An organisation registered with the Regulator of Social Housing that provides social and affordable rented housing.

**Rough Sleeper Accommodation Project (RASP)**

A government funded programme providing short-term accommodation to support people who have experienced rough sleeping, typically using Assured Shorthold Tenancies.

**Social Rent**

Housing let at rent levels set under government social rent formulas, intended to be the most affordable form of rented housing.

**Tolerated Trespasser**

A former legal concept describing an occupier who remained in a property after a tenancy had technically ended but enforcement was suspended. This status no longer applies but may be relevant in historical cases.

**Void**

A property that is unoccupied and available to let.

**Appendix A**

Tenancy Type	Who It Applies To	Length of Tenancy
Assured Tenancy with Protected Rights	<p>Tenants who became Southway tenants through the stock transfer and have not had a break in tenancy since that time that move to another Southway tenancy.</p> <p>The exception is moving to a grant funded newer build where the RTB would not apply.</p>	<p>Lifetime tenancy – can only be ended through a Legal Order.</p> <p>Tenant would be advised of the change in rights to enable an informed decision.</p>
Assured Tenancy	<p>Tenants who satisfactorily complete their Starter Tenancy.</p> <p>Tenants transferring from an existing Southway Assured tenancy.</p> <p>Tenants who at the time of being made an offer hold an Assured Tenancy with another housing association or local authority which began before 1st April 2012.</p>	<p>Lifetime tenancy – can only be ended through a Legal Order.</p>
Assured Shorthold Starter Tenancy	<p>Any new Southway tenants that were not tenants of another RP prior to 1<sup>st</sup> April 2012.</p>	<p>12 months starter tenancy with the option to extend to 18 months where investigations into tenancy breaches are ongoing.</p> <p>Otherwise automatically converts to an Assured Tenancy on successful completion of starter tenancy period.</p>
Fixed Term Tenancies	<p>1) Tenants living in specialist accommodation for example Rough Sleeper accommodation, where the expectation is the person(s) would become tenancy ready in the period.</p> <p>2) In a tenancy where the property is due to be demolished to support new build development etc.</p> <p>3) Limited Leave to Remain</p>	<p>Up to 3 years.</p> <p>For the period prior to planned demolition.</p> <p>Case by case basis.</p>
Compliance Tenancies	<p>New tenants who have been assessed by the Serious Offenders Panel and approved for rehousing on a conditional basis.</p>	<p>Assured shorthold starter tenancy for 12 months with the option to extend to 18 months. Special conditions of the tenancy managed by MCC's Tenancy Compliance Team.</p>