Tenancy Policy

Policy Owner	Executive Director Customers and Communities
Approval Level	Southway Wythenshawe Homes Board
Resident Input	Customer Experience Committee / Resident Scrutiny Group / Joint Residents Group
Policy Review Due	November 2029
EIA Date	August 2026
Linked strategies/policies	Allocations Policies, Mutual Exchange Policy, Tenancy Changes Policy, Decant Policy, ASB Policy, Good Neighbourhood Management Policy, Rent Setting and Service Charge Policy, Income Collection Policy, Tenancy Fraud Policies
Version	1
Date of Approval	November 2026

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1. What this policy is for

1.1 This policy explains how Southway Wythenshawe Homes grants, manages and ends tenancies in a fair, lawful and consistent way. It sets out the principles we will follow to ensure customers understand their tenancy, their rights and responsibilities, and what they can expect from us.

1.2 We recognise that a secure home provides the foundation for health, wellbeing, employment, education and community participation. We will manage tenancies in a way that supports sustainable communities and makes the best use of our homes.

1.3 Through this policy we will:

- Offer tenancy arrangements that are compatible with the purpose of the accommodation and the needs of the household.
- Manage tenancies fairly, consistently and transparently.
- Support customers to understand and meet their tenancy responsibilities.
- Make effective use of our housing stock.
- Tackle tenancy fraud and unlawful occupation.
- Ensure tenancies are only ended lawfully.
- Meet our legal and regulatory obligations.

1.4 Detailed arrangements relating to succession, assignment, discretionary tenancies, mutual exchanges and temporary accommodation are contained within separate Southway Wythenshawe Homes policies.

2. Who this policy applies to

Customers	Description
Prospective tenants	People applying for or being offered a tenancy
Tenants	Customers holding a Southway Wythenshawe Homes tenancy

Household members	People living in a Southway Wythenshawe Homes property
Staff	Employees responsible for tenancy management services

3. Regulation and Legal Requirements

3.1 This policy supports compliance with the following regulations and legal requirements

Regulation / Law
Regulator of Social Housing Consumer Standards
Housing Act 1985
Housing Act 1988
Housing Act 1996
Localism Act 2011
Human Rights Act 1998
Equality Act 2010
Protection from Eviction Act 1977
Prevention of Social Housing Fraud Act 2013
Renters' Rights Act 2025 (where applicable)

3.2 We will ensure tenancy decisions are lawful, proportionate and evidence-based.

3.3 We will comply with the Regulator of Social Housing's Tenancy Standard.

3.4 We will only end tenancies through lawful processes.

4. What we will do

Granting Tenancies

4.1 We will allocate homes in accordance with the Allocations Policy, nomination agreements and approved local lettings arrangements.

4.2 Before a tenancy begins we will provide customers with information about:

- Their tenancy agreement.
- Rent and service charges.
- Rights and responsibilities.
- Property condition expectations.
- How to access Southway Wythenshawe Homes services.

4.3 We will ensure customers are given sufficient information to successfully manage their tenancy from the outset.

Age Restricted and Supported Homes

4.4 We may grant tenancies for homes that are designated for people who meet a minimum age requirement, and/or have identified support needs, where this supports the purpose of the scheme and helps meet specific housing needs. This includes housing for older people and other specialist or age-designated accommodation.

4.5 Allocations will be made in line with nomination agreements, Local Lettings Policies and any scheme-specific eligibility criteria. We will ensure eligibility requirements are clearly explained to applicants and that age-restricted lettings are applied fairly, transparently and in accordance with equality legislation.

Types of Tenancy We Offer

4.6 Southway Wythenshawe Homes will offer the most secure form of tenancy appropriate to the household, property and purpose of the accommodation.

4.7 Fixed Term Tenancies will only be used where there is a clear housing management, legal or operational reason for doing so.

4.8 The types of tenancy offered by Southway Wythenshawe Homes are set out in Appendix A

Assured Tenancy with Protected Rights

4.9 We will grant an Assured Tenancy with Protected Rights where customers hold preserved rights arising from stock transfer arrangements or equivalent legal protections.

4.10 Customers will be informed where a move may affect these rights before accepting an offer of accommodation. Customers will be informed before accepting an offer of accommodation where a move may affect these rights. For example, a customer with a Preserved Right to Buy who moves to an extra care or sheltered housing scheme may not retain that right in their new home.

Assured Tenancy

4.11 An Assured Tenancy will normally be the standard tenancy offered by Southway Wythenshawe Homes.

4.12 Assured Tenancies provide long-term security of tenure and can only be ended through lawful processes.

Starter Tenancy

4.13 Most new tenants will be offered a Starter Tenancy unless an alternative tenancy is required.

4.14 Starter Tenancies provide an opportunity to assess whether a tenancy is likely to be sustainable and to address tenancy concerns at an early stage.

4.15 Starter Tenancies will normally last for 12 months and may be extended where concerns remain regarding tenancy conduct or tenancy sustainability.

4.16 Where tenancy obligations have been met, the Starter Tenancy will normally convert to an Assured Tenancy.

4.17 Where we decide to extend a Starter Tenancy or serve notice to end a Starter Tenancy, the tenant will have the right to request a review or appeal of that decision. We will explain the appeals process and timescales when notifying the tenant of our decision, and any appeal will be considered by an officer or panel not involved in the original decision.

Affordable Rent Tenancies

4.18 Affordable Rent homes may be let at rent levels permitted through Homes England funding arrangements.

4.19 Affordable Rent homes support investment in additional affordable housing whilst remaining below market rent levels.

4.20 Affordable Rent homes will normally be allocated through nomination agreements or choice-based lettings schemes.

Intermediate Rent Tenancies

4.21 These homes are let at rents below market levels, in line with Homes England definitions.

4.22 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 Wythenshawe Homes homes in accordance with applicable funding and eligibility requirements.

Fixed Term Tenancies

4.23 Fixed Term Tenancies will only be granted where a lifetime tenancy is not appropriate.

4.24 This may include:

- Specialist housing initiatives.
- Supported move-on accommodation.
- Regeneration programmes.
- Limited leave to remain cases.
- Other exceptional housing management circumstances.

4.25 Customers granted a Fixed Term Tenancy will be informed of:

- The reason for the tenancy.
- The duration of the tenancy.
- Review arrangements.
- Housing options available at the end of the tenancy.

Tenancy Reviews and Home Visits

4.26 We will maintain regular contact with customers to ensure tenancy records remain accurate and to understand who is living in our homes.

4.27 We may complete home visits to:

- Verify occupancy.
- Identify tenancy fraud.
- Maintain accurate customer records.
- Understand household circumstances.
- Identify safeguarding concerns.
- Meet regulatory requirements.

Managing Tenancies

4.28 We are committed to helping customers understand and meet their tenancy responsibilities.

4.29 We will:

- Provide advice and guidance relating to tenancy responsibilities.
- Signpost customers to specialist services and partner agencies where appropriate.
- Work with relevant organisations to help customers access services.
- Consider reasonable adjustments.
- Take account of individual circumstances such as vulnerability and safeguarding concerns when making tenancy decisions.

4.30 We will seek to identify issues early and take a preventative approach wherever possible.

Property Condition and Access

4.31 Tenants are responsible for maintaining their home in accordance with their tenancy agreement.

4.32 We expect tenants to:

- Keep their home in a reasonable condition.
- Report repairs promptly.
- Maintain gardens and external areas where required by their tenancy.
- Allow access where legally required.

4.33 We will normally provide notice before requesting access unless there is an emergency.

4.34 Where access is repeatedly refused, we may take legal action to meet our statutory obligations.

Subletting, Occupation and Tenancy Fraud

4.35 You cannot sublet the whole of your home. Any subletting, including taking in a lodger or subletting part of your home, must be in line with your tenancy agreement and requires our prior written permission where applicable.

4.36 In some circumstances, a person may remain in occupation of a Southway Wythenshawe Homes home after a tenancy has ended or where no right to succeed exists Where appropriate we may grant Permission to Occupy whilst an individual's circumstances are considered. Permission to Occupy does not create a tenancy or confer security of tenure

4.37 We will investigate allegations of:

- Unlawful subletting.
- Tenancy fraud.
- Unauthorised occupation.

4.38 We will work in partnership with relevant local authority teams to prevent, identify and investigate tenancy fraud, and support initiatives that help tackle fraud within social housing

Abandonment

4.39 We will investigate reports that a property has been abandoned.

4.40 We will make reasonable enquiries before concluding that a tenancy has been abandoned or surrendered.

4.41 We will only end a tenancy following appropriate investigation, authorisation and legal process.

Ending Tenancies

4.42 A tenancy will only be ended lawfully.

4.43 This may include:

- Notice from a tenant.
- Court possession proceedings.
- Expiry of a Fixed Term Tenancy.
- Surrender.
- Abandonment.

4.44 Tenancies may be ended by notice in accordance with the tenancy agreement and legal requirements, including provisions relating to joint tenancies, notice periods, and the acceptance of valid Notices to Quit.

4.45 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.

4.46 A tenancy does not automatically end when a tenant dies. We will consider whether anyone has a legal right to succeed the tenancy.

4.47 When goods are left behind after a tenancy ends, Southway Wythenshawe Homes 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.

4.48 We will only seek possession or eviction as a last resort to end a tenancy. Where eviction cannot be avoided, we will work with the relevant Local Authority and comply with our Duty to Refer obligations under homelessness legislation to support customers to access housing advice and assistance

Death of a tenant where no succession right applies.

4.49 Your tenancy agreement may allow for succession or assignment requests. We will assess any request in line with your tenancy agreement, our policies, legal obligations and relevant procedures. Each case will be considered on its individual circumstances, with advice and support provided to identify appropriate housing solutions.

4.50 Where occupation rights cannot be established, we will work with customers to explore alternative options, including referrals and joint working with local authority homelessness services through the Duty to Refer.

4.51 Possession action will only be considered where all reasonable alternatives have been explored. Before taking legal action we will consider:

- Care and Support Needs
- Safeguarding concerns.
- Equality impacts.
- Human rights considerations.
- Opportunities to resolve issues without formal enforcement action.

Appeals and Reviews

4.52 Customers may request a review of decisions made under this policy. Complaints will be managed in line with Complaint Policy.

5. Equality, Diversity and Inclusion

5.1 An Equality Impact Assessment (EIA) was completed 13th August 2026. The actions from this are:

Action	Policy Change
Consider reasonable adjustments	Services remain accessible to all customers
Consider safeguarding and vulnerability when making tenancy decisions	Supports fair and proportionate outcomes
Monitor tenancy outcomes	Identifies unintended impacts and opportunities for improvement

6. Who is responsible

6.1 The people responsible for overseeing this policy are listed below

Officer	Responsibility
Executive Director of Customers and Communities	Policy owner.
Assistant Director	Strategic oversight.
Head of Housing Management and Support and Head of Housing Services	Operational delivery and policy implementation.
Housing and Community Safety Managers	Day-to-day service management and assurance.

7. Monitoring and Reporting

7.1 The Tenancy Policy will be reviewed by our Customer Experience Committee every three years. The Customer Experience Committee will receive an annual update on how the policy is being delivered.

7.2 The following information will be monitored:

- Starter tenancy outcomes.
- Fixed Term Tenancy reviews.
- Tenancy fraud investigations.
- Abandonment cases.
- Possession and eviction activity.
- Complaints and appeals relating to tenancy decisions.

7.3 The next review date for this policy is shown on the cover sheet.

8. Glossary

Word	Definition
Abandonment	Where a tenant leaves their home and does not intend to return.
Affordable Rent Tenancy	A tenancy for a home let at a rent permitted through Homes England funding arrangements.
Assignment	The legal transfer of a tenancy during a tenant's lifetime.
Assured Tenancy	A tenancy offering long-term security of tenure
Assured Tenancy with Protected Rights	Assured tenancy that includes preserved rights arising from stock transfer or equivalent arrangements
Choice-Based Lettings	A system that allows eligible applicants to express an interest in available homes.
Compliance Tenancy	A tenancy used where specific housing management, community safety or risk-related conditions and monitoring arrangements apply.
Duty to Refer	The legal duty to refer a person who may be homeless or threatened with homelessness to a local authority homelessness service, with their consent.
Extra Care Housing	Specialist housing, usually for older people, where residents have their own self-contained home and can access care and support services on site. A home in an extra care scheme may be excluded from the Preserved Right to Buy where it falls within a statutory exception, including qualifying sheltered housing or a home particularly suitable for

	occupation by elderly people. Eligibility must be assessed for the individual property and tenancy.
Fixed Term Tenancy	Tenancy granted for a defined period
Intermediate Rent Tenancy	A tenancy for a home let below market rent levels to an eligible household.
Involuntary Bailee	A person or organisation that has responsibility for goods left in its possession without choosing to accept them.
Local Lettings Policy	An approved local approach that sets additional criteria for allocating homes in a particular area or scheme.
Nomination Agreement	An arrangement through which a local authority or other partner nominates applicants for available homes.
Notice to Quit	A legally valid notice used to end a tenancy.
Permission to Occupy	Temporary occupation which does not create a tenancy
Possession	The legal process through which a landlord seeks to recover a property.
Preserved Right to Buy (PRTB)	A legal right that may allow an eligible former council tenant to buy their home after it transferred from a council to a housing association or other registered provider. The right is subject to statutory eligibility requirements and property exceptions. It may not apply following a move to another home, including where the new home is qualifying sheltered or extra care housing or is otherwise excluded by law.
Reasonable Adjustment	A change made to remove or reduce a disadvantage experienced by a disabled person.
Sheltered Accommodation	Housing designed for older people or disabled people, usually provided as part of a group of homes with support or warden arrangements and shared facilities nearby. Qualifying sheltered housing, and some homes particularly suitable for occupation by elderly people, may be excluded from the Preserved Right to Buy under statutory exceptions. Eligibility must be assessed for the individual property and tenancy.
Starter Tenancy	A tenancy normally offered to most new tenants to assess tenancy sustainability before conversion to an Assured Tenancy.

Subletting	Where a tenant allows another person to occupy all or part of their home under a separate arrangement. A tenant cannot sublet the whole of their home. Taking in a lodger or subletting part of the home must be permitted by the tenancy agreement and may require the landlord's prior written permission.
Succession	Transfer of a tenancy following the death of a tenant
Surrender	An agreement between the landlord and tenant to end a tenancy.
Tenancy Fraud	Unlawful occupation, misuse or unlawful subletting of social housing

Appendix A – Types of Tenancy

Tenancy Type	**Who It Applies To**	**Duration**
Assured Tenancy with Protected Rights	Customers with preserved stock transfer rights or equivalent protections	Lifetime
Assured Tenancy	Standard tenancy offer	Lifetime
Starter Tenancy	Most new tenants	12 months, normally converting to an Assured Tenancy
Affordable Rent Tenancy	Affordable Rent homes	Normally lifetime
Intermediate Rent Tenancy	Intermediate Rent homes	As applicable
Fixed Term Tenancy	Exceptional housing management circumstances only	Time limited