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| Title of Policy | Tenancy Management Policy                                                               |
| Version         | <u>2</u>                                                                                |
| Purpose         | The delivery of a consistent, fair efficient, and effective tenancy management service, |
| Updated         | October 2025                                                                            |
| Next Review     | October 2028                                                                            |
| By              | Director of Housing                                                                     |

## Purpose

The purpose of this policy is to set out the tenancies that are used by North Star and to outline how tenancies are managed. This policy complies with our statutory and regulatory obligations and aligns with best practice.

A supportive and proactive approach to tenancy management underpins our commitment to building safe, resilient, and inclusive communities. It also provides customers with the security, rights, and support needed to sustain successful tenancies and thrive in their homes.

A well-managed tenancy, underpinned by clear rights and security, is fundamental to achieving this commitment and ensuring that customers feel supported, safe, and valued in their homes.

The policy also sets out our commitment to meet the **Regulator of Social Housing's** Tenancy Standard and the required outcomes in relation to tenure and tenancy sustainment and evictions. Specifically, we will:

- Ensure that we make the best use of our homes to create thriving, safe and sustainable communities that people want to live in
- Ensure that decision-making is fair and consistent, considering individual needs and circumstances.
- Ensure that we are transparent so that customers understand their rights and responsibilities and our role as a landlord.
- Ensure that customers are offered support and dealt with sensitively and respectfully.
- Ensure that swift and proportionate action is taken in cases of tenancy fraud and breaches.

## Scope of the Policy

This policy applies to all social and affordable rented homes owned and managed by North Star. It does not extend to leasehold or shared ownership properties, nor does it apply to the single colleague accommodation property owned by the Association. This policy is focused on the effective management of tenancies, ensuring that customers are aware of their rights and responsibilities and that these are upheld throughout the duration of the tenancy.

This policy covers changes in tenancies, which also includes succession, assignment, and mutual exchange, along with how North Star will manage and provide support to sustain a tenancy.

This Policy can be found on the North Star website, and its content should be considered alongside that included in the Tenant Handbook

This policy complies with the legal and regulatory requirements as set out in the:

- Social Housing (Regulation) Act 2023
- Immigration Act 2014 and the Right to Rent 2014
- Anti-Social Behaviour, Crime and Policing Act 2014. Anti-Social Behaviour Act 2003
- Prevention of Social Housing Fraud Act 2013
- Localism Act 2011
- Housing Act 1985, 1988, 1996, 2004
- Equality Act 2010
- Data Protection Act 2018 / UK GDPR
- Awaab's Law (Social Housing Regulation Act 2023 – damp, mould and repair requirements)
- RSH Professionalism & Competence Standard (2024–26)

## Types of Tenancy

North Star is committed to providing the most secure tenancies available to our customers. For all social and affordable rented homes, we will grant weekly periodic assured lifetime tenancies. This is the most secure tenancy that we are able to grant under the law. An assured tenancy can only be ended by obtaining a court order for possession under one or more of the grounds listed in Schedule 2 of the Housing Act 1988. We do not use probationary or assured shorthold tenancies or fixed term tenancies.

## Changes to Tenancy

### Succession

Succession is the legal process by which a tenancy may be passed to a qualifying individual upon the death of the tenant. The terms of the tenancy agreement set out the specific rights to succession.

Legislation permits only one statutory succession per tenancy. This means that where the deceased tenant is considered a successor, no further right of succession exists. A tenant is legally a successor if any of the following apply:

- They succeeded to the tenancy following the death of a previous tenant.
- The tenancy was assigned to them in circumstances where they would have qualified to succeed.
- They previously completed a mutual exchange and had already succeeded to their former tenancy.
- They became the tenant under a court order, where the original tenant was themselves a successor.

In the event of the death of a joint tenant, the tenancy will automatically pass to the surviving tenant. No further statutory succession is permitted thereafter.

A person may be entitled to succeed to the tenancy if they occupied the property as their sole or principal home at the time of the **tenant's** death and meet one of the following criteria:

- They are the **tenant's** spouse, civil partner, or partner (including same-sex partners), and were living in the property as their principal home;
- They are a close family member, such as a parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew, or niece, who had lived with the tenant continuously for at least 12 months prior to the tenants death.

A statutory right of succession takes precedence over any alternative claims to the tenancy, including those stated in the deceased tenants will.

Where more than one person qualifies to succeed, priority will be given to the **tenant's** spouse or civil partner. If multiple family members meet the eligibility criteria, they must agree who will succeed to the tenancy. If agreement cannot be reached, North Star will determine to whom the tenancy will be granted, as only one statutory succession is permitted.

A person who succeeds to a tenancy continues the existing tenancy; a new tenancy is not created.

In some circumstances, the property may no longer be suitable for the successor. For example, this may apply where there is significant under-occupation, the property includes adaptations no longer required, or where the successor does not meet eligibility criteria such as age restrictions. In such cases, North Star may seek to rehouse the successor into more appropriate accommodation through a direct let, in line with the Lettings Policy. Where the successor declines an offer of suitable alternative accommodation, the Association may serve notice between six and twelve months after the tenants death. However, possession will not be sought where the successor is the spouse or civil partner of the deceased.

## Assignment

Assignment refers to the legal transfer of a tenancy from one person to another. For assured tenants, assignment is only permitted in the following circumstances:

- Through a mutual exchange with another qualifying tenant consent.
- Where ordered by the court as part of divorce, judicial separation, or the dissolution of a civil partnership, under the Matrimonial Causes Act 1973, Matrimonial and Family Proceedings Act 1984, or the Civil Partnership Act 2004.
- Where a court order specifically relates to the transfer of the tenancy.
- To a potential successor (as outlined above)—i.e., an individual who would qualify to succeed to the tenancy upon the **tenant's death**—provided there has been no previous succession or assignment.

Where a tenancy has been demoted (in accordance with legal provisions), assignment may only occur if it is ordered by the court.

Requests for assignment by way of mutual exchange will be considered from any qualifying tenant of a local authority or housing association who holds a secure or assured tenancy. Exchanges with tenants of private landlords will not be permitted. North Star will only withhold consent for a mutual exchange on the grounds permitted by the Housing Act 1988. Where a tenant is in breach of their tenancy agreement, including but not limited to rent arrears, the Association may impose a condition requiring the breach to be remedied before the exchange can proceed. In such cases, the mutual exchange cannot go ahead until the breach has been satisfactorily resolved.

We will give or refuse consent within 42 calendar days of the application to exchange being received.

## Discretionary granting of a tenancy

### General

We are committed to delivering an outstanding tenant experience and ensuring fair and equitable access to our services. In support of this commitment, there are specific circumstances in which the Association may consider granting a discretionary tenancy, where doing so would promote positive outcomes for individuals and support tenancy sustainability.

### If no succession right exists

Where there is no statutory right of succession following the death of a tenant, we may at our discretion, consider granting a tenancy, either of the current property or an alternative home. Any such tenancy will be allocated in line with the Association's Lettings Policy. Each case will be assessed on its individual merits, following a formal request from the occupier to remain in the property.

### Sole to a Joint tenancy

A sole tenant may request to create a new joint tenancy by adding another individual to the agreement. In considering such a request, we will assess the following:

- Whether there are any breaches of the current tenancy agreement, and if so, whether those breaches are sufficiently serious to warrant refusal of the request.
- The nature of the relationship between the sole tenant and the proposed joint tenant. The proposed joint tenant must be residing at the property as their principal home at the time of the request and must fall into one of the following categories:
  - The tenants spouse or civil partner;
  - A person who has been living with the tenant in a relationship akin to marriage or a civil partnership, and who has resided with them for at least the previous 12 months.

- A close family member who has been living with the tenant, and who has resided with them for at least the previous 12 months.

### Joint to Sole Tenancy

If a joint tenant no longer wishes to remain on the tenancy, they may terminate their interest in the tenancy, which terminates the entire tenancy. In such cases, the remaining tenant may be considered for the granting of a new sole tenancy. When assessing this request, we will take into account the following factors:

- Whether the remaining tenant has been occupying the property as their sole or principal home;
- Any breaches of the tenancy, including rent arrears or anti-social behaviour, and whether such breaches are serious enough to preclude the granting of a new tenancy;
- The ability of the remaining tenant to sustain the tenancy independently;
- Any safeguarding or welfare concerns that may impact the suitability of granting a sole tenancy.

Each case will be considered on its individual merits, in line with our Lettings Policies.

### Exceptional circumstances

We may consider granting a tenancy in exceptional circumstances, where it is deemed to be in the best interests of protecting the individual and supporting a positive housing outcome. Such requests will be assessed on a case-by-case basis, in line with the principles set out in our Lettings Policy, and will be at the sole discretion of the Association.

## Tenancy agreements, responsibilities and sign up

We will ensure that customers are fully informed of their tenancy rights and responsibilities at the pre-tenancy sign-up stage and throughout the duration of their tenancy. We are committed to providing appropriate support to help people understand and uphold these rights and obligations, promoting successful and sustainable tenancies.

When we sign up a new tenant for a tenancy, we will conduct a comprehensive process to ensure they fully understand their rights, responsibilities, and the conditions of the tenancy being offered.

This process will include an overview of our tenancy management approach, as well as information and support relating to financial inclusion, for example assistance with housing benefit or Universal Credit claims, and identification of any potential future support needs.

We will conduct a follow-up visit within six weeks of moving in. This visit provides

an opportunity for tenants to raise any questions, and to ensure that they continue to understand the terms of the tenancy agreement.

## Managing and sustaining tenancies

Effective tenancy management is essential to ensure that tenants can live safely and comfortably in their homes. Tenants are expected to conduct their tenancies in line with the terms of their tenancy agreement. We will actively monitor compliance and take proportionate and timely action to address any breaches. Where appropriate, we will provide support directly or signpost tenants to relevant external support services to help sustain their tenancy.

We will undertake periodic tenancy visits, as well as make use of other contact opportunities, to support the delivery of an effective, efficient, and high-quality housing management service. These visits serve multiple purposes, including:

- Updating customer profile information and identifying any vulnerabilities or support needs;
- Identifying and addressing any property repairs or neighbourhood concerns;
- Ensuring tenants are aware of the various ways to contact the Association
- Ensuring tenants understand the safety procedures and equipment in their home, including how to test their smoke alarm.
- Carrying out a visual inspection to identify Damp, Mould and Condensation so that this can be treated

These visits form a key part of our proactive approach to tenancy management and tenancy sustainment.

## Tenancy Fraud

North Star is committed to ensuring that its social housing is allocated and occupied fairly and lawfully. The Prevention of Social Housing Fraud Act 2013 was introduced to help ensure that social housing is allocated and occupied by those with the greatest housing need. The Act:

- Establishes new criminal offences relating to unlawful subletting by assured and secure tenants of social housing;
- Grants local authorities the power to prosecute individuals involved in unlawful subletting;
- Enables courts to order the recovery of any profits gained from unlawful subletting; and
- Provides that assured tenants who unlawfully sublet their entire dwelling are unable to regain security of tenure.

We will take appropriate and proportionate action in all cases of suspected social housing fraud, which may include but is not limited to:

- Unauthorised sub-letting of the property;
- Non-occupation of the property by the named tenant;
- Fraudulent applications for a social housing tenancy;
- False claims of succession or unauthorised assignment of a tenancy;
- Key-selling, where a tenant hands over the keys to another person in exchange for payment or personal gain.

All allegations of tenancy fraud will be investigated thoroughly and may result in legal action, including possession proceedings and referral to external agencies where appropriate.

## Abandoned Properties

Tenants may be away from their homes for extended periods for a variety of legitimate reasons. However, where there is reason to believe that a property may have been abandoned, including through anonymous reports, we will take appropriate and proportionate action in line with legal requirements and the Association's Abandonment Procedure. This may include investigations and, where necessary, legal steps to recover possession of the property.

## Lodgers and Sub Letting

There may be circumstances in which a tenant wishes to rent out a room in their home. In such cases, the new occupier will be considered a lodger or sub-tenant, depending on the arrangement. Taking in a lodger can contribute to meeting local housing need, help alleviate financial pressures, and support wellbeing.

Tenants are not permitted to sub-let the whole of their property and must continue to occupy it as their principal home. However, sub-letting part of the property—such as taking in a lodger—**may be permitted with the Association's** prior written consent. In such arrangements, the legal relationship between North Star and the tenant remains unchanged. The tenant continues to be fully responsible for payment of rent and service charges, as well as for complying with all other terms and conditions of the tenancy.

## Ending a Tenancy

All tenants are required to provide a minimum of four **weeks'** written notice of their intention to terminate the tenancy. Until the keys are returned to us the tenant remains responsible for the security of the property. Where keys are returned before the notice period has expired, the tenant remains liable for rent payments for the full duration of the notice period. In instances where the tenant fails to vacate the property by the end of the notice period, the Association may pursue possession through a court order.

Where a joint tenancy is terminated, all joint tenants should sign the document where possible. However, termination of the tenancy by either tenant will bring the entire tenancy to an end. We retain discretion to grant a sole tenancy to any remaining occupant following the termination of a joint

tenancy.

Where North Star seeks to end a tenancy, the grounds for doing so are set out in the tenancy agreement and Schedule 2 of the Housing Act 1988. In cases where a mandatory ground for possession is applicable and the appropriate notice has been served, the tenant will be offered the opportunity to request an internal review of the decision prior to any application being made to the court.

We may seek to terminate a tenancy where the tenant has lost their security of tenure, such as when the property is no longer their sole or principal home, or following the tenant's **death where no further succession rights exist**. In such cases, a notice to quit will be served, and, if necessary, possession proceedings will be initiated through the courts.

Termination of a tenancy is a legally binding process. Should a tenant wish to withdraw their notice and remain in their home, the decision to accept a tenant's **request to withdraw a notice to terminate their tenancy is at the discretion of North Star**. Any such request will be considered on a case-by-case basis, taking into account the individual circumstances and the tenant's conduct throughout the tenancy. A management decision will be made based on the information available at the time of the request.

Any tenant who is given notice that their tenancy is ending will be offered appropriate Housing Options Advice and Assistance.

Upon the death of a tenant, their executor may terminate the tenancy either by surrendering it or by serving a valid notice to quit. In the absence of such notification, We will serve a notice to quit on the tenant's **Personal Representative** or the Public Trustee as appropriate.

## Right to Buy / Right to Acquire

North Star complies with the Housing Act 1985 and Housing Act 1996 provisions relating to the Right to Acquire. Tenants meeting the qualifying criteria will be provided with clear information about eligibility, discount levels, and the process for applying. We will also ensure that tenants receive appropriate advice on the implications of home ownership before progressing an application.

## Right to Repair

We comply with the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994. This provides tenants with the right to have certain qualifying small, urgent repairs completed within a specified timescale. If repairs are not completed on time, tenants may be entitled to compensation. Our Repairs Policy and Procedure provide full details.

## Assurance

Our tenancy management processes will be externally audited as a minimum once every 3-years.