



# Tenancy Policy

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## 1.0 Introduction

- 1.1 The Tenancy Policy (the Policy) outlines the principles and approach that we take in respect of the tenancies we offer, including arrangements in place to support tenants so that their tenancies are sustainable. The Policy sets out our approach to the prevention and management of tenancy fraud and supports our Plan A strategic objective of supporting tenancy sustainment within balanced and sustainable communities.
- 1.2 The Policy ensures that the tenancies we offer are compliant with all relevant legal and regulatory requirements, as defined by section 7 of this Policy.

## 2.0 Purpose

- 2.1 The purpose of this policy is to:
  - Set out the types of tenancy we will offer
  - Meet the tenure needs of those people who require housing and ensure that our tenants have the right home for as long as they need it
  - Provide the most secure form of tenancy available to our tenants
  - Make the best use of our housing stock
  - Support the development of balanced, vibrant and sustainable communities in areas within which we work
  - Ensure tenants are provided with a tenancy offer that meets their housing need and their personal circumstances
  - Clearly explain our approach to legal rights and responsibilities established by the contractual Tenancy Agreements
  - Supports the strategic ambitions of strategic housing partners and those of Livin
  - Help prevent and effectively tackle fraudulent use of our homes
  - Ensure our approach adheres to the relevant legislative and regulatory environment

## 3.0 Principles

3.1 The principles underpinning this policy are aligned to Livin's values of trust, respect, innovate, own it, and work together.

- Trust – We build trust with our customers by being consistent and ensuring excellent housing and tenancy management services based upon shared understanding of roles and responsibilities
- Respect – We listen to customers, treat tenants as individuals and respond to their needs in a fair, respectful, and caring way
- Innovate – We will use our data to adapt our services and do things differently when our customers need it to remove or reduce any disadvantage
- Own it - Our employees and contractors are empowered to make sure the right customer experience and standard of service is provided to customers
- Work together – We will collaborate with teams and our partners to understand customer needs and vulnerabilities, delivering services in a joined-up way to sustain tenancies

## 4.0 Definitions

4.1 The key terms used in this policy are defined below.

Tenancy agreement	A legal contract between a tenant and a landlord setting out the terms and conditions of renting a property.
Tenant	A tenant is a person who rents or leases a property from a landlord. In the context of social housing or private rentals, the tenant agrees to live in the property under the terms set out in a tenancy agreement.

Tenancy fraud	Occurs when someone unlawfully occupies or misuses a social housing property, often by deception or breach of tenancy rules. It is a criminal offence under the Prevention of Social Housing Fraud Act 2013, and can lead to eviction, fines, or prosecution.
Illegal occupation	An illegal occupation in relation to a property refers to a situation where someone resides in or uses a property without the legal right or permission from the owner or landlord. This includes cases where the person has not signed a tenancy agreement, has no legal entitlement to the property, or is occupying it in breach of housing laws or tenancy conditions.
Succession	The legal right for someone to take over a tenancy when the tenant dies.
Assignment	The legal process, not a guaranteed right, by which a tenant transfers their tenancy to another person. The new person (the assignee) takes over the tenancy under the same terms and conditions - rent, responsibilities, and rights remain unchanged.
Deed of surrender	A formal legal document used to end a tenancy agreement early by mutual consent between a tenant and a landlord.

## 5.0 Scope

- 5.1 This policy applies to all our employees, Board members and contractors working on our behalf.

## 6.0 Contribution to Plan A

- 6.1 This policy supports the achievement of our Plan A 2025-28 vision which is: *"Improve lives through sustainable homes and communities"*
- 6.2 The policy contributes to the delivery the following strategic objectives:
- Objective 3: Maximise customer insights to improve customer and business outcomes by reducing avoidable complaints, driving right first time behaviour and improving access to services and homes
  - Objective 4: Respond to the current and future diverse needs of customers and design and deliver services to ensure fair and equitable outcomes are delivered
  - Objective 12: Deliver effective support interventions that meet individual needs
  - Objective 14: Expand digital housing services to provide consistent, reliable and innovative tenancy management
  - Objective 15: Proactively utilise allocations and lettings to positively contribute to tenancy sustainment

## 7.0 Legislative and regulatory framework

- 7.1 The Housing Act 1988 established the assured tenancy regime for housing associations, granting "lifetime tenure" to tenants of housing associations. This was a legislative alignment to secure tenancies for council tenants introduced via the Housing Act 1980
- 7.2 The Localism Act 2011 gave local authorities and housing associations discretion to offer fixed-term tenancies (minimum 2 years)
- 7.3 The Localism Act 2011 also amended the rights of Assignment where a tenancy was created after 1 April 2012. In these cases, a statutory right to assignment is limited to a spouse/partner/civil partner.

For secure or assured tenancies created before 1 April 2012, the right to assign can be transferred to a family member (See section 8.57)

- 7.4 The Prevention of Social Housing Fraud Act 2013 made unlawful subletting an assured tenancy an explicit criminal offence, previously the Fraud Act 2006 had been successfully utilised to prosecute tenancy fraud
- 7.5 The Regulator of Social Housing's Tenancy Standard sets out required outcomes for Registered Providers in relation to Tenure:

#### Required outcomes

- 7.6 Registered Providers shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock
- 7.7 Reflecting specific requirements within the Tenancy Standard the Policy sets out:
- The tenancy types we will grant
  - Where tenancies are granted for a fixed term, the length of those terms
  - The circumstances in which we will grant tenancies of a particular type
  - Any exceptional circumstances in which we will grant fixed term tenancies for a period of less than five years following a probationary period
  - Our approach to granting discretionary succession rights, taking account of the needs of vulnerable household members
- 7.8 The Transparency, Influence and Accountability Standard requires registered providers to treat tenants and prospective tenants with fairness and respect, including (not limited to) the following requirement:
- In relation to the housing and landlord services they provide, registered providers must take action to deliver fair and equitable outcomes for tenants and, where relevant, prospective tenants

## 8.0 Policy statements

### Tenancy agreements

- 8.1 We issue a Tenancy Agreement which is a legal contract between a tenant and a landlord and sets out the terms and conditions of renting a property. Our tenancy agreement sets out rights and responsibilities of both parties and helps protect them if any disputes arise. This supports establishment and maintenance of a successful, sustainable tenancy e.g. the tenant's right to occupy their home and our right to access the property to carry out required repairs and maintenance, subject to required notice

### Tenancy types

- 8.2 We will provide the most secure form of tenancy available to our tenants, and we provide both general needs and specialist housing and support services to our tenants.
- 8.3 We currently offer, or manage, the following tenancy types:
- Transferring tenants (non-shorthold)
  - New tenants - full rights (assured tenancy)
  - Starter tenancy (assured shorthold)
  - Fixed term tenancy (assured shorthold)
  - Garage licences
  - Rent to buy
  - Equitable tenancy
  - Licences
  - Shared ownership

### Transferring tenants (non-shorthold)

- 8.4 This tenancy type is only applicable to tenants who transferred to Livin from Sedgefield Borough Council on 31 March 2009. These tenants will continue to have the protected rights that existed at the time of the transfer.
- 8.5 No new Transferring Tenants (Non-shorthold) tenancies are offered, and this tenancy type will naturally diminish within our stock portfolio over time.



## New tenants with full rights assured (non-shorthold)

- 8.6 We will only give full assured tenancy agreements to:
- a. Tenants that have held a Starter Tenancy (assured shorthold) agreement with us for a minimum 12 – 18 months, unless they have broken the tenancy conditions.
  - b. Tenants that have held an assured or secure tenancy with another Registered Provider or local authority at the point of allocation.

## Starter tenancy (shorthold)

- 8.7 This tenancy will only be offered to new tenants that do not hold an assured or secure tenancy with another Registered Provider at the point of allocation. It is a probationary tenancy and lasts for a period of 12 months from tenancy sign up date. After this period the starter tenancy will convert to an assured tenancy providing that the probationary period has not been extended or legal action has not been taken to end the tenancy.

## Fixed term tenancy (shorthold)

- 8.8 This tenancy type is only offered where the person(s) is directly referred through the Local Authority homelessness team(s) or via the Local Authority humanitarian schemes (such as refugee or asylum seeking applicants), and where the person(s) does not have the legal right to an assured tenancy. As we will only utilise fixed term tenancies for these groups, where a fixed term tenant wishes to appeal against any decision not to grant another tenancy on the expiry of the fixed term, we will investigate their appeal in partnership with the relevant Local Authority Housing Team and, if necessary, the Home Office.
- 8.9 Any tenant who is currently on a fixed term tenancy will be offered a permanent tenancy on expiration of the fixed term where they have the legal right to access assured tenancy.

## Rent to buy tenancies

- 8.10 Rent to Buy is a scheme which allows working households to rent a home at an intermediate rent set at 80% of open market value, therefore providing them with the opportunity to save for a deposit to then go on and purchase their first home within five years. Rent to Buy is our preferred affordable home ownership product, and is managed via the Affordable Home Ownership Policy.

- 8.11 For Rent to Buy tenants, we will offer a fixed term assured shorthold tenancy of one year. After this period, we will issue further one year fixed term assured shorthold tenancies until either the property is purchased, or for a maximum of five years.

#### Equitable tenancy - minors 16-17 (shorthold)

- 8.12 We will offer this type of agreement only to minors aged 16 or 17 years old as they are legally not entitled to hold a tenancy. We will offer minors aged 16 – 17 years an equitable tenancy; however, a third party (over 18 years) is required as trustee. This can be a statutory body (e.g. Local Authority Social Services) or, more commonly, a family member. A third party should also be appointed as guarantor. This will ensure that the terms of the agreement are upheld until the minor reaches their 18th birthday.
- 8.13 Providing the equitable tenancy has not been breached a full assured tenancy (non-shorthold) will be offered following the tenant's 18th birthday.

#### Licences

- 8.14 We will offer a licence only as a temporary measure, within a limited time period where a tenant needs to be decanted for a temporary period. We may also, in very limited circumstances, utilise a licence in partnership with a Local Authority to provide housing to a household who would otherwise be unable to access the housing register.

#### Shared ownership

- 8.15 We offer shared ownership properties for sale as part of our commitment to affordability in housing within our communities. A shared ownership tenancy is granted as an assured tenancy under the Housing Act 1988. The tenant has legal protection from eviction and the right to purchase further shares (known as "staircasing"). If the tenant staircases to 100%, the tenancy ends and they become the outright owner of their home.

#### Garage licences

- 8.16 This licence is granted only to those renting an independent garage i.e. a garage separated from the dwelling curtilage which does not form part of an assured tenancy (shorthold or non-shorthold).

## Rent and additional charges

- 8.17 We will set the rents for our homes in accordance with the Regulator of Social Housing's Rent Standard and our associated Service Charges Policy.
- 8.18 When our homes are advertised for letting, we will clearly set out the rent and any associated charges so you can make an informed choice as to the suitability of the property and affordability.
- 8.19 We will ensure your tenancy agreement accurately states the rent or occupancy charge payable, in addition to any associated payments due, such as service charges.
- 8.20 Where rental arrears occur; we will aim to recover these in accordance with the Arrears Management Policy.

## Tenancy fraud and illegal occupation

- 8.21 We will undertake required due diligence, in partnership with statutory agencies, within the Choice Based Lettings Schemes in which we participate, to ensure our homes are allocated to applicants whose housing applications are assessed and verified as true records of their current circumstances.
- 8.22 We will carry out a range of periodic tenancy checks to ensure that the legal tenant is residing within the property.
- 8.23 We will visit all tenants at least every two years to carry out a property inspection, ensure legal residency and engage tenants to target appropriate support in relation to issues which may be causing tenancy instability.
- 8.24 We will take appropriate precautions to minimise the risk of unauthorised occupation of our homes by minimising void periods and, where deemed necessary, securing empty properties.
- 8.25 Should we discover a squatter or unauthorised occupant within a void property, we will seek their removal via police enforcement and through legal processes and in line with our established anti-fraud policies.

## Rights and responsibilities

### Right to occupation

- 8.26 Tenants have a right to occupy their homes, and we will only end a tenancy based upon grounds set out in each Tenancy Agreement or if the tenants have breached the tenancy conditions, in accordance with relevant legal processes and protocols.

### Information

- 8.27 We will ensure that communication with, and information for tenants is clear, accessible, relevant, timely and appropriate to the diverse needs of our tenants.

### Ending tenure

- 8.28 The Tenancy Agreement sets out the requirement that tenants provide 4 weeks' notice to terminate their tenancy, except in exceptional circumstances, such as acceptance of shorter notice periods where a tenant has deceased. Tenants moving within the Durham Key Options Choice Based Lettings Partnership may provide 2 weeks' notice at our discretion.
- 8.29 We will ensure tenants are provided with clear and appropriate information and guidance on how to terminate their tenancy so as not to extend tenancies unnecessarily.
- 8.30 Where a joint tenancy is surrendered, the surrender should be signed by both joint tenants where possible. However, under UK law, if one joint tenant serves a valid notice to quit, it ends the entire tenancy for all parties—even if others wish to stay. We may, at our discretion, award a single tenancy to any remaining occupant when a previous tenancy ends e.g. in instances of domestic abuse or where not doing so would result in homelessness.
- 8.31 In some circumstances, we may end a tenancy with immediate effect through Deed of Surrender where not doing so would cause unreasonable financial or emotional distress.

### Ending tenancies - tenancies with no security

- 8.32 We may bring a tenancy to an end if a tenant has lost their security of tenure, such as where the tenant no longer occupies the property as their only or principal home (abandonment) or where they have died and there are no further succession rights. We will serve Notice to Quit and/or seek court proceedings where appropriate to end tenancies in circumstances such as this.

## Right of succession

- 8.33 Succession is the legal right for someone to take over a tenancy when the tenant dies. It helps prevent homelessness and allows continuity of housing for eligible household members.
- 8.34 Rights of succession are detailed in the tenancy agreement and are only normally granted once. Succession will normally be by the means of continuation of the existing tenancy agreements or when granting a new tenancy agreement if appropriate.
- 8.35 Automatically Eligible:
- Joint tenants: The surviving joint tenant automatically becomes the sole tenant
  - Spouse, civil partner, or cohabitee: Must have lived in the property as their main home at the time of death
- 8.36 Conditionally Eligible:
- Close family members (e.g. children, siblings, parents): Must have lived in the property continuously for at least 12 months before the tenant's death and have no other eligible successor ahead of them. Eligibility will be verified.
- 8.37 We reserve the discretion to allow all transferring tenants with protected rights one new succession from the date of transfer.

## Assignment of tenancy

- 8.38 Assignment is the legal process by which a tenant transfers their tenancy to another person. The new person (the assignee) takes over the tenancy under the same terms and conditions—rent, responsibilities, and rights remain unchanged. Legal, assignment must be completed using a Deed of Assignment, a legal contractual document, which is signed and witnessed.
- 8.39 In accordance with law, we will only enable assignment of tenancy when:
- A tenant mutually exchanges their home with another secure or assured tenant
  - There is a relationship breakdown, and a court issues a matrimonial order as part of divorce or separation proceedings
  - A family member who would have qualified to succeed if the tenant had died \*

8.40 Assignment can only take place if the original tenant has the right to assign the tenancy. It is not a guaranteed right - it is subject to eligibility and discretion and may be refused if:

- The tenant or proposed assignee has rent arrears.
- There has been legal action for tenancy breaches.
- The assignee does not meet planning or occupancy criteria for the property

\* The Localism Act 2011 amended the rights of Assignment where a tenancy was created after 1 April 2012. In these cases, a statutory right to assignment is limited to a spouse/partner/civil partner. For secure or assured tenancies created before 1 April 2012, the right to assign can be transferred to a family member.

8.41 Where we are unable to offer a tenancy, we will signpost individuals to the relevant Local Authority housing service, including Homelessness services, and provide relevant contact details. Where appropriate, we will also directly contact the relevant Local Authority to provide any required information to support rehousing enquiries.

#### Customer data and voice

8.42 We commit to making the best use of data and customer insight to develop, implement and monitor this policy and its associated interventions.

#### Accessing services

8.43 In line with our Equality, Diversity and Inclusion Policy and Customer Vulnerability Policy, we will ensure that customers, regardless of their protected characteristic and/or vulnerability can access services in a fair and equitable way.

8.44 Where there is an identified vulnerability, in line with our Access to Services Policy, we will work with customers to understand how this affects their access to services, then find and agree reasonable and practical ways of adapting our services to meet their needs.

#### Service standards and performance

8.45 In line with the commitments set out in this policy, we will:

- Treat customers fairly and with respect
- Carry out a tenancy visit of all tenant homes at least every two years



- 8.46 In addition to the service standards set out above, we also have service standards in place across our customer facing policies. We will publish our collective service standards and report performance against them to customers on the website and in other formats on request, where needed.

### Communication

- 8.47 We are committed to the provision of seamless, responsive and convenient services and as such are a digital first organisation. We advocate, encourage and support our tenants to engage with us via the most efficient and effective method, suitable to their needs, and will assist tenants or their advocates to engage with us digitally. A copy of this policy, a shortened summarised version and related guidance is available on our website and hardcopies are available to any tenants or third parties acting on their behalf, on request.

### Feedback and complaints

- 8.48 In line with our Customer Complaints, Compliments and Feedback Policy, we will work with customers who have specific needs and vulnerabilities to make sure they can access the service, have their views listened to and receive their complaint response in a way that meets their needs.
- 8.49 Customers can provide feedback about the services they have received in respect of this policy. If a customer is dissatisfied with the service they have received from us, they can make a complaint to us in line with our Complaints, Compliments and Feedback Policy.
- 8.50 We define a complaint as: *'Any expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, our own employees, or those acting on our behalf, affecting a resident or group of residents.'*

## 9.0 Roles and responsibilities

9.1 Roles and responsibilities under this policy are outlined below.

Board	Approval of this policy.
Housing and Communities Committee	The HACC is responsible for receiving assurance on how service standards are being delivered.
Director of Housing and Communities	Has overall responsibility for the maintenance and delivery of this policy.
Head of Housing and Communities	Has operational responsibility for the effective delivery of this policy.
Housing managers	Operational responsibility to ensure the Tenancy Agreements being offered to tenants are accurate. Operational responsibility for the maintenance and implementation of the Tenancy Fraud Procedure.
Housing advisers	Support tenants within their management patches, providing accessible and consistent housing and tenancy management services, including tackling tenancy fraud within our existing anti-fraud policy frameworks.
Legal services	Supporting the effective management of tenancy management activity, where required, such as in cases where enforcement of the tenancy is required through legal processes/court proceedings.
Employees	All employees are responsible for applying this policy in their day-to-day work.



Contractors	Contractors All contractors who visit customer's homes are responsible for applying this policy in their day-to-day work and ensuring any sub-contractors apply this policy
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- 9.2 This policy will be communicated to employees via the Intranet and to customers via the website and in other formats where needed.

## 10.0 Related policies and procedures

- 10.1 This policy should be read in conjunction with the following documents:

Plan A 2025-28 Supporting Sustainable Tenancies Strategy	Sets out the strategic interventions being undertaken to deliver the vision of empowered tenants living in comfortable and manageable homes in sustainable communities.
Plan A 2025-28 Supporting Balanced and Sustainable Communities Strategy	Sets out the strategic interventions being undertaken to deliver the vision of sustainable and thriving communities that meet residents' needs and nurture a sense of pride and belonging.
Anti-fraud, bribery and corruption policy	Sets out our approach to preventing and tackling instances of fraud, including tenancy fraud.
Service charge policy	Sets out how we will charge tenants for additional services delivered which are not included in the normal rent charge.
Affordable home ownership policy	Supports the development of mixed tenure, sustainable communities by enabling those who may otherwise be unable to afford to purchase a suitable property to access affordable home ownership in a location of their choice.

Arrears Management Policy	Sets out our approach to sustaining tenancies through actions that prevent, minimise, and recover rent arrears and other statutory debts and reduce the financial hardship arrears and debt can cause.
Lettings policy	Outlines the principles and approach taken to determine the allocations and lettings of the properties we manage.
Safeguarding policy	Sets out our approach to ensuring adults, young people and children are effectively safeguarded when they experience, or are at risk of harm.
Access to services policy	Sets out how we will achieve equitable, consistent outcomes for tenants and prospective tenants.
Customer vulnerability policy	Sets our commitment and approach to how we listen to, understand, and respond to customers' diverse needs or circumstances in relation to any vulnerabilities they have.
Equality, diversity and inclusion policy	Sets out how we provide treat people with fairness and respect, ensuring we respond to diverse needs in line with the Equality Act 2010.
Anti-social behaviour policy	Sets out how we will prevent, investigate, manage and resolve instances of anti-social behaviour and hate incidents contributing to improved community safety and tenancy sustainment.

## 11.0 Monitoring, assurance and review arrangements

11.1 Assurance on compliance with this policy will be gained via a range of methods, as set out in the following table:

Type of assurance	Key source	Frequency
Management assurance	Performance Management Framework	Monthly
Corporate Oversight	Performance Report to Board	Quarterly
	Housing Services Update Report to Housing and Communities Committee	Six-monthly
	Annual Rent Setting Report to Finance and Investment Committee	Annual
	Strategy Delivery Board	Biannual

11.2 This policy will be reviewed every 3 years, unless there is significant development that would require a more urgent review e.g. new legislation or regulation