

Tenancy Management Policy

1.	SCOPE
	Purpose
1.1	This document sets out whg's policy towards our expectations of customers in helping us keep homes and neighbourhoods clean, safe and decent.
	Legal and regulatory framework
1.2	Housing Act 1988 Schedule 2: Grounds for Possession Including Ground 12: we can apply for discretionary possession if a customer has broken any agreement within their tenancy agreement (a 'breach').
1.3	Regulatory Reform (Fire Safety) Order 2005 (as amended by Fire Safety Act 2021) We are responsible for managing fire risks in communal areas of buildings we manage and work in.
1.4	Environmental Protection Act 1990 Part III: Statutory Nuisances Local authorities are responsible for dealing with statutory nuisance including noise and animal nuisance.
1.5	Homes (Fitness for Human Habitation) Act 2018 We are required to keep all homes we manage fit for habitation throughout the tenancy. However, the Act does not impose a liability on whg in situations where the property is unfit for human habitation as a consequence of the customer's own breach of the tenancy agreement.
1.6	Tenancy Standard Registered Providers need to publish clear, accessible policies showing how we manage tenancies. Registered providers are also required to publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud,
1.7	Neighbourhood and Community Standard Registered Providers need to keep our neighbourhoods and communal areas clean and safe, and work in partnership with customers, local authorities and other services.
1.8	Home Standard Registered Providers need to meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes.
2.	POLICY STATEMENT
2.1	As a housing association our priorities are to provide high-quality homes, management and maintenance services and to sustain tenancies. This policy sets out our approach to managing tenancies across general needs customers and leases across shared owners.

2.2	whg will balance our efforts to sustain tenancies through our strength-based housing management approach alongside enforcement of tenancy breaches.
2.3	Customers who have health or cognitive impairments may find it harder to sustain their tenancy. We ask affected customers to let us know so that we can provide the right support throughout the tenancy. With the customer's permission, we record this information within the tenancy file. See the Vulnerability Policy for more details.
	Tenancies
2.4	The Tenancy Policy outlines which kinds of tenancies whg will grant to customers.
2.5	New customers will receive a starter tenancy, in the first year all new customers will receive a welcome visit 6 weeks into their tenancy, and a tenancy review at nine months which will inform a decision whether to convert the tenancy to an assured tenancy or extend the starter period or end the tenancy.
2.6	<p>After 12 months the starter tenancy will automatically convert to an assured tenancy unless:</p> <ul style="list-style-type: none"> • A notice of seeking possession has been served on the tenant. • A notice to extend the starter tenancy by a further six months has been served. <p>The starter tenancy can only be extended once.</p>
2.7	<p>A sole customer may apply for a joint tenancy. When considering such a request we will consider the following:</p> <ul style="list-style-type: none"> • The eligibility criteria of the allocations policy e.g. right to rent. • if there are breaches in the conditions of tenancy and whether these breaches are sufficiently serious that they would prevent a new tenancy being awarded • the relationship between the proposed joint tenant and the existing tenant. • The proposed joint tenant must be living at the property as his or her main home at the date of the proposed joint tenancy. <p>They must be either:</p> <ul style="list-style-type: none"> • the tenant's spouse or civil partner or • someone who has been living with the tenant together as if they were married or within a civil partnership and has lived with the tenant for the whole of the previous 12 months. <p>We will not grant a joint tenancy to someone on our restricted access list.</p>
2.8	<p>If a joint tenant no longer wishes to remain the tenant, they can terminate the tenancy, and the remaining tenant can be considered for a new sole tenancy.</p> <p>When considering such a request we will consider the following:</p> <ul style="list-style-type: none"> • If there are breaches in the conditions of tenancy and whether these breaches are sufficiently serious that they would prevent a new tenancy being awarded. • The proposed sole tenant must be living at the property as his or her main home at the date of the proposed sole tenancy. • The property still meets the customer's needs i.e. it is the right size.

	Where joint tenants cannot decide who should remain the sole tenant whg will not make the decision and courts will need to decide.
	Home Visits
2.9	In order to carry out landlord duties whg will visit the homes of customers for a range of reasons. Where possible notice will be given to customers of home visits and be as flexible as possible to accommodate customer's availability.
2.10	<p>If a customer has not contacted whg for 18 months we will carry out a home visit called a Quiet Home check-in. During this visit we will</p> <ul style="list-style-type: none"> • Update customer profile information, identify vulnerable customers and appropriate support where required. • Pick up any repair or neighbourhood issues. • Ensure the customer is aware of the different ways of contacting us, particularly promoting digital access. • Ensure the enforcement of tenancy conditions and that the property has not been damaged, neglected or used unlawfully. • Ensure that the property is occupied by the tenant and has not been sub-let or abandoned
2.11	Where a customer does not allow access for any home visit, we may take steps to enforce the tenancy agreement to gain access, as per our Access Policy.
	Household members and next of kin
2.12	We ask all our customers to make sure they keep their household record up to date with new or removed members of the household and their identification. Customers do not need our formal consent for people to live with them if they are a member of the same household, but they must not allow someone who is restricted from accessing whg housing to live with them
2.13	Customers who become overcrowded through allowing people to move into the property may be considered in breach of their tenancy.
2.14	Customers are asked to keep their next of kin details up to date with us, whg will provide an opportunity for these to be updated at home visits.
2.15	Any customers who would like another person to act on their behalf regarding their tenancy can let us know and we will make a record of the person's details. If this is a permanent request, we ask customers to provide this in writing. We reserve the right to refuse such requests where there is reason to do so, for example, where there is a Safeguarding concern. In matters that concern the customer's tenancy agreement, we will always seek to speak to the customer.
2.16	Individuals who have Lasting Power of Attorney to deal with the property of one of our customers must contact us to let us know. We ask them to provide a copy of the document as well as their own identification. This is kept as a tenancy document.
	Communal areas including communal gardens

2.17	We have a zero-tolerance approach to safety hazards in communal areas. We remove obstructions and hazards, including any items left in communal areas or around doorways, and chemical or noxious hazards.
2.18	We provide guidance to our customers regarding appropriate waste disposal, reporting infestations, and security controls in communal areas. Customers are responsible for following this guidance, including: <ul style="list-style-type: none"> • Using only designated areas and facilities for disposing of rubbish. • Closing communal doors behind them. • Using only their assigned key and fob and not making duplicates.
2.19	We do not allow smoking or vaping in indoor communal areas. We ask customers who smoke or vape in communal gardens to do so with consideration to other residents and colleagues, and to dispose of cigarette butts properly.
2.20	We do not allow any customers to make physical alterations to a communal garden. Where customers make alterations without permission we may ask for the garden to be returned to its original state and if this is not undertaken, we will do the works and recharge the customer.
2.21	We make sure all our communal areas are safe, secure and free from hazards through working in partnership with our customers, contractors and local authorities, having regular communal inspections, and carrying out repairs.
2.22	We do not allow any fly-tipping and will take action against known perpetrators. This includes recharging the cost to remove the waste and legal action up to and including seeking possession of the home.
	Homes and gardens
2.23	Customers are responsible for keeping their home and garden clean, tidy and free from hazards as per the guiding principles laid out within the Homes (fitness for human habitation) Act 2018 and the prescribed hazards within the Housing Health and Safety System (such as fire and domestic hygiene, pests and refuse hazards) and nuisance (such as noise nuisance) in line with their tenancy or lease agreement.
2.24	Customers need our written consent if they intend to use their home to run a business and need to provide enough supporting information to allow us to make an informed decision. We do not allow customers to put up signs at their home.
2.25	Customers are responsible for making sure any trees in their garden are maintained and do not become overgrown or dangerous. Customers cannot plant any trees or allow self-setters to grow, within five metres of their home or a neighbouring building.
2.26	We work with our customers to help them keep their homes and gardens to a reasonable standard through signposting and advice, but any persistent or serious failure will be considered a breach of tenancy.
2.27	Customers who are unsure where their property boundary is may contact us to have the boundary confirmed. We expect parties to resolve any boundary dispute themselves where reasonably possible and will provide guidance where appropriate.

2.28	Customers are not allowed to keep potentially hazardous or flammable items on balconies, or to allow anything to be thrown from balconies or windows, including cigarette butts, food waste and rubbish. Barbecues are strictly prohibited on balconies.
	Pets
2.29	Customers must keep animals under control in communal areas and clean up fouling. Customers found to have out of control animals or animals that foul in communal areas may face tenancy enforcement action and we may charge customers for removing animal waste.
2.30	Permission for a pet in a whg property can be withdrawn at any point if we consider them to be a nuisance, dangerous to others or not properly looked after. Terms of the tenancy agreement will be enforced including legal action up to and including possession of the home.
2.31	If whg finds pets not being cared for properly, we will ask for the customer to rehouse them. In serious cases we will involve the RSPCA and/or the Police.
2.32	Any pets left behind in abandoned homes or homes where tenancies have been ended will be left food and water until a rehoming organisation can take the animal.
	Parking and vehicles
2.33	We ask our customers to park considerately and responsibly. Any persistent or serious parking issue may be considered a breach of tenancy.
2.34	For parking on driveways, communal car parks and other whg land, we ask customers to keep to the terms of their tenancy agreements. This includes ensuring they do not park vehicles that are prohibited under the tenancy agreement. Although we will not usually allow customers to park prohibited vehicles such as caravans at home, in exceptional circumstances we may give consent for this.
2.35	Having a SORN notice does not mean you have permission to keep untaxed cars/vehicles on whg land, including a home's driveway or communal area.
2.36	Charging of e-bikes and scooters should be done responsibly, not in communal areas, not blocking means of escape within the building including your own home and with approved chargers only.
3.	PERFORMANCE MEASURES
3.1	Multiple measures are reviewed that link to this policy through various performance dashboards looking at cases and enforcement action, tenancy conversions and tenancy ends are reviewed monthly by Community Housing management team.
4.	DIVERSITY AND INCLUSION
4.1	Potential for equality impact has been considered as part of a separate equality assessment; overall there are no anticipated negative impacts relating to equality but monitoring procedures will include equality analysis in addition to performance.

5.	TRAINING AND DISSEMINATION
5.1	This policy will be published on the intranet and rolled out through relevant teams briefs and team meetings.
6.	MONITORING AND REVIEW
6.1	The success of this policy will be reviewed through case audits, internal and external audits. The policy will be reviewed annually for effectiveness and legislative changes. The Policy is reviewed by the Customer Operations Panel and approved by Customer Services Oversight Committee formally every three years.
7.	ASSOCIATED DOCUMENTS, POLICIES AND PROCEDURES
7.1	<p>Documents, policies and procedures associated with this policy are:</p> <ul style="list-style-type: none"> • Tenancy agreements • Tenancy Policy • Anti-Social Behaviour Policy • Allocations Policy • Rent Arrears Recovery Policy • Restricted Access Policy • Tenancy Changes Policy • Abandonment Policy • Lodgers & Subletting Policy • Succession Policy • Vulnerability Policy

Document author	Assistant Director of Housing - Community
Document owner	Director of Customer and Communities
Version and status	v2.0 LIVE
Legal advice	Legal Services
Consultation	Customers; Community Housing; Neighbourhoods; Income Collection; Market and Leasehold; Community Safety; Health and Wellbeing; Customer Services; Home Maintenance Services
Approved by	Customer Service Oversight Committee - May 2026
Review date	Quarter 1 - 2029
Transformational programme	Forward thinking services
Equality assessment	March 2026
Key changes made	Removed all items relating to standalone policies, added in tenancy management items on sole and joint tenancies.