



Tenure Policy

Policy Reference Number	HG_GRP_HSG_135
Version Number	5.0
Date Effective From	4 th June 2026
Last review completed	4 th June 2026
Next review of policy due	4 th June 2029
Extension Date Approved & Reason	N/A
Approved by	Policy owner
Equality Assessment	Tenure policies – completed June 2026

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1. Introduction

Home Group is committed to working together with local authority partners to meet the housing needs of the communities we work in. We pay due regard to local authority tenancy strategies to help us meet the needs of local communities whilst delivering the right outcomes for Home Group's customers. We work together with customers to support them to remain in their homes and offer appropriate advice and support to fulfil the conditions of their tenure agreements.

We ensure that we are using the most appropriate form of tenure for our customers in both rented and supported housing services. We are committed to promoting equality, preventing unlawful discrimination and making sure that customers are informed and appropriately supported whether signing up, changing or ending their tenure agreement.

We offer lifetime tenancies to most new customers in general needs rented accommodation across Home Group and Home Group Scotland. This supports our commitment to help communities grow and enable customers to feel settled and secure in their homes. We will phase out the use of fixed term tenancies in line with the implementation timetable for the Renters Rights Act 2025 and local authority tenancy strategies.

2. Scope

This policy sets out Home Group's approach to offering, managing and ending tenure agreements. It sets out the range of tenancies that we offer under different circumstances, as well as interventions we might take to support customers to sustain their tenancies and prevent unnecessary evictions. It also sets out how we tackle tenancy fraud.

This policy is group wide and applies to customers in rented and supported housing services, in England and, subject to relevant Legislation, Scotland. This policy does not apply to Leasehold services (including leasehold retirement and Shared Ownership) – please refer to our Home Ownership policy. This policy also does not apply to private / market rented properties.

This policy should be used in conjunction with related Home Group policy including

- Allocations
- Alternative accommodation (decants)
- Arrears Management
- Domestic Abuse
- Person-centred Service Delivery
- Pets
- Service charges
- Tackling Anti-social behaviour
- Safeguarding

Home Group colleagues can find additional guidance and procedures relating to tenure and tenancy management on our Home World intranet [here](#).

3. Regulation and Legislation

This Policy complies with current legislative and regulatory requirements in England and Scotland including, but not limited to:

England

- Landlord and Tenant Act 1954;
- Protection from Eviction Act 1977;
- Criminal Law Act 1977;
- Housing Act 1980;
- Housing Act 1985;
- Housing Act 1986;
- Housing Act 1988;
- Housing Act 1996;
- Anti-social Behaviour Act 2003
- Mental Capacity Act 2005
- Housing and Regeneration Act 2008;
- Localism Act 2011;
- Legal Aid, Sentencing and Punishment of Offenders Act 2012;
- Prevention of social housing fraud act 2013
- Anti-social Behaviour Crime and Policing Act 2014
- Immigration Act 2016;
- Regulator of Social Housing Regulatory Standards for Social Landlords 2024
- Renters Rights Act 2025

Scotland

- Scottish Social Housing Charter.
- Rent (Scotland) Act 1984
- Housing (Scotland) Act 1987;
- Housing (Scotland) Act 1988;
- Housing (Scotland) Act 2001;
- Housing (Scotland) Act 2010;
- Housing (Scotland) Act 2014
- Adults with Incapacity Scotland Act 2000
- Anti-Social Behaviour (Scotland) Act 2004;
- Private Housing (Tenancies) (Scotland) Act 2016
- Housing (Scotland) Act 2025

UK wide

- Equality Act 2010

We monitor and take account of new legislation and regulatory requirements, including the Renters' Rights Act 2025 and the Supported Housing Regulatory Oversight Act 2023 which we expect to start to come into effect in phases during 2026 and 2027.

4. Our Policy

4.1 Our tenure offer

We offer types of tenure compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community and which make the best use of our housing stock. Our tenure agreements set out the terms and conditions of the

tenancy or licence, including the rent or occupancy charge payable, plus any associated payments due, such as service charges.

Tenancy and licence agreements also set out other rights and responsibilities for Home Group and customers, including in relation to the conditions under which Home Group can access the property, pets, home improvements, repairs, subletting and other use of the property.

In accordance with our Person-centred Service Delivery policy, we offer support to customers at the point of signing up to a new tenancy or licence to ensure they understand the terms and conditions of the agreement. In some circumstances, this can include providing relevant documents in different languages or formats, as well as offering 'easy read' versions of tenancy and licence agreements where we consider it appropriate.

4.1.1 Types of tenure offered

We offer the following types of tenancy, licence and occupancy agreements

England	
Type	Description and use
Assured tenancy	Assured tenancies were introduced in England by the Housing Act 1988. By law, new tenancies granted in England after January 15, 1989 which do not satisfy any other criteria in this policy are assured. We issue assured periodic tenancies as our standard agreement .
Assured shorthold tenancy	ASTs are a form of Assured tenancy, and in Home Group are mainly issued for supported housing services. They have also been issued in respect of starter or fixed term tenancies. We use ASTs for market rented properties in England) and in short term accommodation, such as some supported housing services. However, they will in due course be abolished further to the Renters Rights Act 2025)
Secure tenancy	Secure tenancies were introduced in England by the Housing Act 1980 (subsequently, consolidated in the Housing Act 1985). Secure tenancies were offered to customers whose tenancies started before 15 January 1989. Home Group will only use a secure tenancy agreement in the following circumstances <ul style="list-style-type: none"> • when an existing secure tenant of Home Group transfers to another property with Home Group • when a secure tenancy is assigned by mutual exchange. The new, incoming tenant is then secure. This will not apply where a secure tenant exchanges with a tenant on an affordable rent.
Licence	Licences are different from tenancies and offer fewer rights. We offer licences only in circumstances where conditions for the creation of a tenancy are not met. We use licences in a variety of different settings including residential care homes, respite care,

	<p>very short-stay hostels, drug and alcohol services, lodging schemes and refuges. 'Excluded licences' are excluded from the Protection from Eviction Act 1977. They are used in shared accommodation and do not require a court order to be ended. 'Non-excluded licences' are covered by the Protection from Eviction Act 1977 and can only be ended by Home Group via a court order. We offer excluded and non-excluded licence agreements in our supported housing services where relevant conditions are met.</p> <p>Licences are also used for occupation of garages and for temporary moves to alternative accommodation.</p>
Equitable agreement	<p>People under the age of 18 in England are unable to hold a legal interest in land and cannot therefore enter into a tenancy. Equitable agreements are attached to tenancy agreements to grant occupation rights to young people aged 16 or 17 in England under certain circumstances. Once the young person reaches their 18th birthday, the equitable agreement will automatically convert to the full tenancy. There is more information on the assessment of application for housing from 16 and 17 year olds in our Allocations policy.</p>
Scotland	
Type	Description and use
Scottish Secure Tenancy	<p>Scottish secure tenancies were introduced by the Housing (Scotland) Act 2001. By law, from 30 September 2002, any tenancies in Scotland which do not satisfy any other criteria in this policy are Scottish secure. Home Group Scotland will issue Scottish secure tenancies as the standard agreement to new customers if their accommodation is intended to be permanent.</p>
Short Scottish Secure Tenancy	<p>Short Scottish secure tenancies were introduced by the Housing (Scotland) Act 2001. They are short term or probationary tenancy agreements which are given to tenants for lets for a trial period, after which the tenancy may be upgraded to a Scottish secure tenancy, or for temporary lets. A support package must also be in place alongside the tenancy. Under certain circumstances, for example, if an Anti-Social Behaviour Order has been granted, a tenancy may be demoted from an Scottish Secure Tenancy to a Short Scottish Secure Tenancy.</p>
Short Assured Tenancy	<p>Mid market rented properties in Scotland let prior to 1st December 2017 are let on Short Assured tenancies within the meaning of section 32 of the Housing (Scotland) Act 1988. Home Group Limited is the landlord with Home Group Scotland as the managing agent. A Short Assured tenancy is for a 12 month</p>

	period. If it does not terminate at the end of the 12 months it will continue until the tenant gives us 2 months' notice or we take legal action to recover possession of the property. These tenancies are also offered when Home Group Scotland does not own but manages the property on behalf of others.
Private Residential Tenancy	From the 1 st December 2017 any new Mid-market rent properties in Scotland will be a Private Residential Tenancy in accordance with the Private Housing (Tenancies) (Scotland) Act 2016. The Private Residential tenancy does not have an end date and can only be ended either by the customer giving us notice or by Home Group Scotland serving a notice to leave based on one of 18 possession grounds.

We may develop occupancy agreements that differ from those above, as we continue to develop new services and work in partnership with other organisations to meet housing and support needs. We may also offer other contractual agreements to meet any new legislative requirements. We make existing customers and prospective applicants who may be eligible, aware of new agreements as these become available.

4.1.2 Using the correct form of tenure

To determine whether a tenancy exists, we establish whether the following conditions are met

- there are identifiable parties (i.e. a landlord and an occupier)
- there is a defined area of occupation with self-contained facilities (and the occupier is in exclusive possession)
- the agreement must relate to particular period or cycle of time, e.g. month to month for which rent is charged

Where conditions of tenancy are not met, a licence may be used instead.

Changes to the type of tenure used in an existing care and support service must be formally approved using the approvals and exceptions process.

We provide guidance and training for Home Group colleagues around identifying and issuing the correct form of tenure.

4.1.3 Security of tenure

In England, we grant customers who were social housing tenants on 1 April 2012 and have remained social housing tenants since that date, a tenancy with no less security when they choose to move to another social rented home.

Where customers move to alternative accommodation during any redevelopment or other works in agreement with us (referred to as a decant), we will give them a tenancy with no less security of tenure on their return to settled accommodation. Further information is available in our Alternative Accommodation (decants) policy.

4.1.4 Right to rent (England only)

In accordance with the Immigration Act 2014, we carry out right to rent checks on all new residential tenancy agreements in England entered into after the 1st February 2016. We also carry out checks on any new adults over 18 taking on a tenancy through a

mutual exchange, assignment, joint tenancy, succession or subletting. Please see the Right to Rent guidance under our Allocations policy for more information.

4.1.5 Schedules and appendices to tenure agreements

We may attach detailed schedules or other appendices to tenure agreements to clarify or provide further detail related to the legal text. In supported housing and care services, these may include house rules specific to the service type. All schedules and other appendices attached to tenure agreements must be written in plain language. House rules in care or supported housing services must be fair, reasonable and appropriate to the service and reviewed in line with our written guidance.

4.2 Starter tenancies (England only)

We offer starter (probationary) tenancies in general needs and older people's housing in England only. Where a new customer moves from a secure or assured tenancy with another social landlord, we offer them a periodic assured tenancy, not a starter tenancy. We do not offer starter tenancies to existing Home Group customers, supported customers or to any customers in Scotland.

Starter tenancies usually last for a maximum of 12 months and convert to assured (lifetime) or fixed term tenancies provided that there is no breach of the tenancy conditions. Starter tenancies may be extended to a maximum of 18 months from commencement of tenancy only where the reasons for extending the probationary period have been given in writing to the customer and the customer has had the opportunity to request a review.

Customers have the right to request a review of any decision to extend or terminate the starter period of their tenancy. A request for review must be made within 21 days of the receiving notice of Home Group's intent to extend or end the tenancy. Requests for review will be considered by the relevant Operations Manager who will inform the customer of the outcome of their review in writing, setting out the reason for their decision

4.3 Fixed term tenancies (England only)

4.3.1 Offering fixed term tenancies

Our primary offer for general needs properties is an assured (lifetime) tenancy. In limited circumstances we will offer five-year fixed term tenancies (in England only) in line with the Localism Act 2011. We regularly review local authorities' housing strategies to ensure that our tenancy offer is aligned. We offer fixed term tenancies only where this is agreed with our local authority partners.

We do not offer fixed term tenancies to customers who are

- Are applying for accommodation in Scotland
- Are applying for sheltered or supported accommodation
- 65 years old or over,
- disabled as defined by the Equality Act
- experiencing domestic abuse
- applying to be re-housed in our properties, and were social housing tenants on 1 April 2012 and have remained social housing tenants since that date,

Customers have the right to request a review of their offer of a fixed term tenancy where they believe they should be offered a different type of tenancy or a different length of fixed term. A request for review must be made within 21 days of the offer being made. Requests for

review will be considered by the relevant Operations Manager who will inform the customer of the outcome of their review in writing, setting out the reason for their decision.

4.3.2 Reviewing fixed term tenancies

We review our offer of fixed term tenancies where necessary and to take account of legislative changes, legal restrictions and local authority tenancy strategies. The use of fixed-term tenancies will be phased out in line with updates to local authority tenancy strategies and the implementation timetable for the Renters Rights Act 2025.

We do not normally offer fixed term tenancies for periods of more or less than 5 years. Where starter (probationary) tenancies are offered the fixed term tenancy will follow on from the end of the starter tenancy period, with the tenancy lasting no longer than six years in total, even where the starter period has been extended.

4.3.3. Ending a fixed term tenancy

Customers can choose to end their tenancy at any time during the fixed-term period by giving Home Group appropriate notice in writing, in line with the terms of their tenancy agreement.

4.4 Tenancy change

4.4.1 Mutual exchange

We offer customers in England and Scotland the opportunity to move home via mutual exchange wherever eligible. A mutual exchange enables customers to move by swapping their tenancy with another customer, either a Home Group customer or a tenant of another social landlord. We subscribe to HomeSwapper, an internet-based mutual exchange service which enables eligible customers to gain access to opportunities to exchange their properties.

Mutual exchange may be refused on statutory grounds including

- When notice has been served on either party to end their tenancy, or court proceedings have started to regain possession of a property
- The accommodation is substantially larger or smaller than is reasonably required by the incoming household.
- The property is designed to accommodate people with disabilities, and no such person would be living there after the exchange
- The property is part of a designated sheltered or supported housing accommodation that the incoming household would not be eligible for.
- Either party has a starter (probationary) tenancy that does not permit exchange

Where a customer undertakes a mutual exchange, we will grant them a tenancy with no less security, provided that they were a social housing tenant on or before 1 April 2012 and have remained a tenant of a Registered Provider or local authority since that date. This does not apply where customers choose to move to accommodation let on Affordable Rent terms.

Requests for mutual exchange are processed within timeframes set out in law. In Scotland, we provide a decision on a request for mutual exchange within 28 calendar days, in England we provide a decision within 42 calendar days.

4.4.2 Assignment / assignation

Assignment (England) and assignation (Scotland) refer to the transfer of the tenancy during the life of the tenant. An assignment of tenancy does not create a new tenancy and in some cases may count as a succession (England only). Customers' rights to assign their tenancies vary according to the type of tenancy agreement. Applications to assign a tenancy must be made to Home Group in writing.

Except where subject to court order as a result of divorce or family proceedings, applications to convert a joint tenancy to a sole tenancy are also usually managed under the assignment / assignation process whereby both tenants sign a Deed of Assignment transferring the tenancy to one of them as the sole tenant.

Similarly, sole tenancies can be converted to joint tenancies by the original tenant assigning the tenancy to themselves jointly with the new tenant, where the new joint tenant is a spouse or civil partner living in the property at the time of the assignment.

In exceptional circumstances, the customer can convert the tenancy to a joint tenancy with another [family member](#) such as a sibling, or parent, provided that this is consistent with the terms of the relevant tenancy agreement and authorised by the relevant Operations Manager or Senior Operations Manager.

We provide relevant information to customers considering assigning their tenancy and encourage people to seek their own independent advice in such situations so that they are fully aware of the legal consequences of tenancy assignment / assignation. All applications for assignment / assignation are processed in accordance with legal and regulatory requirements. We provide a written response to any requests to assign a tenancy, including clear reasons for any decision to refuse the request.

4.4.3 Succession

We recognise and support the rights of spouses and civil partners to succeed to tenancies following the death of a tenant and in some other circumstances where permitted in law and under the terms of the specific tenancy agreement. Succession rights are not applicable to all types of tenure. In England a maximum of one succession to a tenancy is permitted by law, in Scotland up to two successions to a tenancy are permitted.

Where there is no eligible civil partner or spouse, another family member can succeed to the tenancy in some circumstances and provided they have been living at the address as their principal home for the legally required period of time prior to the death of the original tenant. In England, the family member must have been living at the address for at least 12 months. In Scotland, it's a minimum of 6 months prior to the death of the original tenant, starting from the date we have been notified of the person moving in.

There is no right to succession for starter tenancies except where a sole or joint tenant dies. Their spouse or civil partner can then succeed to the tenancy, provided that they were

living together at the property when their partner died and the original tenant did not acquire the tenancy by succession themselves.

We will explore options for suitable alternative accommodation in circumstances where the accommodation is unsuitable for the needs of the person succeeding to the tenancy (for example if it is too large resulting in under-occupation or has disability adaptations that the person succeeding to the tenancy does not require).

Young people under age 18 can succeed to tenancies, where permitted in law and under the terms of the tenancy agreement. In England, people under age 18 must be given an equitable agreement when they succeed to the tenancy until they are able to enter into the full agreement at age 18.

In exceptional circumstances, where an application for succession is made and the individual does not meet the qualifying criteria, we may exercise our discretion to offer them the same or alternative accommodation. This will depend on a number of factors, including (but not limited to):

- The relationship of the individual to the deceased tenant
- How long they have lived in the property
- Any vulnerability issues relating to the individual
- Any breaches of tenancy that the individual may have contributed to
- Any immigration issues and the individual's right to remain in the UK
- The size and nature of the property and any adaptations that have been carried out
- Demand for the property
- Affordability

The decision about whether to transfer a tenancy to an existing occupant who is not eligible to succeed to the tenancy is made by the relevant Operations Manager, taking account of the factors listed above. Customers may appeal against our decision to refuse such requests.

Where an eligible spouse, civil partner or family member declines their right to succeed to a tenancy, we may allow them to stay in the property for a short period, up to a maximum of six months, in order to make other arrangements. This informal permission to remain does not grant legal occupancy and we will not reassign the previous tenancy or issue a new tenancy to the current resident. Permission for continued occupancy after the death of the original tenant is conditional on the ongoing payment of relevant charges.

4.4.4 Alternative accommodation (decants)

A move to alternative accommodation (known as a 'decant') might be needed if:

- Repair works are likely to cause lots of disruption, and it is not reasonable or safe for the customer to stay in their property

- If there is an emergency and the property is no longer habitable or safe for the customer
- In some circumstances where funding for a supported service has ended and we can't provide the accommodation anymore

We work in line with our Alternative Accommodation (Decants) policy to minimise disruption to customers that need to move, whether on a temporary or permanent basis. We provide a temporary agreement on the same terms and conditions for customers required to move on a short-term basis to an equivalent property. For permanent moves, we will offer a new tenancy or licence, or work with an alternative housing provider to do so.

4.4.5 Name change

If a customer legally changes their name (for example by Deed Poll or marriage), we update our files, subject to relevant proof being provided. We do not reissue or amend the tenancy agreement in such circumstances, but we make sure our internal systems are updated to the customer's new name.

4.5 Tenancy Sustainment

We are committed to supporting customers to meet the terms and conditions of their tenancy or licence agreement and stay in their homes. Where we are aware that customers are experiencing financial hardship, we offer support through our internal Financial Inclusion Team to help people access relevant benefits and entitlements. We work in line with our Person-centred Service Delivery policy to treat people as individuals and offer support wherever possible in relation to specific vulnerabilities that might impact their ability to sustain their tenancy – for example customers experiencing mental health difficulties or domestic abuse.

We support customers whose needs are changing to explore options under our Property Management policy for property aids and adaptations to enable them to stay in their homes. We may also offer to help customers find temporary or longer-term home care or other services that will reduce their need to move.

When we take action to end a tenancy or licence agreement, we offer timely advice and assistance about housing options before the tenancy or licence ends. We also advise customers in such circumstances to seek independent advice where appropriate.

4.6 Ending a tenancy or licence

4.6.1 When a customer gives notice

We set out the statutory requirements for customers to give notice in specified conditions within their tenancy agreement or licence. Where appropriate we will confirm in writing the date on which the tenancy or licence will end.

In certain limited circumstances we may negotiate the tenancy or licence being ended sooner by way of an agreed surrender.

4.6.2 When we serve notice

We serve correct notices to end tenancies or licences depending on the circumstances and in accordance with our other policies and the law. Notice periods are fair and reasonable and explained in the individual tenancy or licence agreement.

4.6.3 Seeking possession of a property

Seeking possession of a property in accordance with the tenancy agreement or licence will usually be considered on a case by case basis.

When possession is pursued for a breach of the agreement in most cases we require a court order to evict. Where it is applicable we will continue to try to offer support at every stage and also encourage our customers to seek appropriate independent advice to ensure they understand their rights.

4.6.4 Taking court action

We will take court action to repossess a property as we consider necessary on a case by case basis should the customer refuse to leave when a notice is served.

4.6.5 Death of a customer

We respond sensitively and respectfully following the death of a customer. We record deaths in line with incident reporting procedures and in supported services, all deaths are recorded as major incidents. We promptly notify relevant agencies in line with regulatory and contractual requirements. We also notify the next of kin where appropriate and possible.

We will consider any application for succession and whether there is anyone legally entitled to succeed to the tenancy in line with our policy and guidance on succession. We end the tenancy or licence in line with legal requirements and written internal procedures. We offer appropriate support to colleagues, bereaved relatives, friends and others close to the deceased.

4.6.6 Ending tenure due to a major incident

When a property becomes uninhabitable due to flood, fire or other causes, we work with our partners to provide support and guidance to the customer including offering help to find suitable, alternative, temporary accommodation (decant) until their home is repaired. Should the property be destroyed beyond repair within a reasonable timescale, a permanent move to suitable accommodation may be offered (in certain circumstances it may be suitable temporary accommodation that is offered). Where we are unable to make an offer of accommodation, we will end the tenancy or licence in line with legal requirements. We will continue to support the customer and work with our partners and stakeholders to secure alternative accommodation. In extreme circumstances where the incident was found to be caused deliberately or unlawfully by the customer, we may seek to recover possession of the property through the appropriate legal channels.

4.6.7 Abandonment and absence

Where we believe that a property has been abandoned, we act promptly and sensitively to investigate these cases. Where there is enough factual evidence that the customer is likely to be no longer living at the property as their main or principal home, we take the necessary legal steps to recover possession. We store belongings that are left behind in line with the law and our internal written procedures.

4.6.8 Customers in vulnerable circumstances

We encourage customers to tell us about any circumstances where they might need additional support by contacting our Customer Service Centre.

We make sure that any action we take to enforce the terms and conditions of tenancy or licence are proportionate and avoid unlawful discrimination against people based on their protected characteristics.

We complete an equality act assessment before serving notice in all cases where we are made aware that the customer has a disability. This helps us to consider any additional steps we might take to support the customer to keep their home, and whether their disability might have contributed to the breach of tenancy or licence agreement resulting in plans for notice to be served. We require managing agents to complete an equality assessment and to seek permission from Home Group in advance of serving notice to end a tenancy or licence in supported accommodation.

Before seeking to end a tenancy, we take care to consider other known vulnerabilities that may have contributed to the customer breaching the terms and conditions of their tenancy and any further action that might be taken to support the customer and avoid eviction. For example, if we have reason to believe that a customer is experiencing domestic abuse which has led to them being unable to pay their rent, we may act under our Domestic Abuse policy to ensure they get the right support.

We assess the impact that ending the tenancy may have on any children in the household and identify any steps that we can take to minimise or remove negative impact in accordance with the United Nations Convention on the Rights of the Child.

We take care to communicate effectively with customers in ways they understand about potential breaches of their tenancy or licence agreement and the consequences they might face as a result.

If a customer is admitted to hospital and not expected to return home, we ensure their tenancy or licence is ended in line with legal requirements. Where customers have moved to residential care, we check and verify that this is a permanent or long-term move, rather than for respite or rehabilitation, before taking action to end the tenancy or licence. We put customers or their representatives in touch with the Home Group Financial Inclusion Team if they may need additional financial support with moving in such circumstances.

We work in partnership with other agencies, including local authorities and social work teams, to support and protect customers who might be especially vulnerable when tenancies or licences are brought to an end. This includes considering the needs of households with children and people with disabilities in line with our Person-centred Service Delivery policy, Safeguarding policy and Domestic Abuse policy. We share information with other agencies where appropriate and in line with our Data Protection policy.

In England, we operate a Specialist Tenancy Governance Group to ensure that appropriate safeguards are in place to uphold customers' rights under their tenancy or licence agreement where there is reason to believe that an individual lacks mental capacity to make decisions about their tenancy. In such cases we work in partnership with relevant agencies to obtain proper legal authority for decision making and to ensure that decisions are made in the customer's best interests.

In Scotland we will liaise with Health and Social Care professionals in line with the Adults with Incapacity (Scotland) Act 2000, ('the Act') which applies to any adult (over the age of 16) 'where the person appears to have difficulties in making decisions or acting in their own interests due to a mental disorder or a severe communication difficulty caused by a physical condition'. When someone is assessed as lacking capacity for specific decisions, the Act allows someone else to be appointed to make the decisions on their behalf.

4.6.9 Appeals against a decision to end a tenancy or licence

In some circumstances there is a right of appeal, or right for a customer to raise any personal circumstances to be taken into consideration, depending on the specific type of agreement, or in cases where mandatory grounds for possession are relied upon. We advise customers of any right of appeal and signpost them to independent advice when we serve notice to end their agreement.

4.7 Tackling tenancy fraud

4.7.1 Providing misleading or false information

We take relevant action against those who obtain a tenancy through providing misleading or false information in connection with a tenancy application in all cases, whether a direct application, coming through a local authority nomination route or an application for mutual exchange. Action may include ending the tenancy.

4.7.2 Unlawful subletting

Customers require our written permission to sublet. Where the tenancy agreements allows, customers may seek permission to sublet all or part of their home. We will consider each application carefully and will only refuse when it is reasonable to do so.

We take steps to ensure that our homes continue to be occupied by the customers they are let to in accordance with the requirements of the relevant tenure agreements.

We carry out subletting audits on our properties. Where we suspect unlawful subletting or identify 'hotspots' where subletting is likely to occur, we may choose to carry out additional audits. We will also work in partnership with local authorities and other agencies to prevent, investigate and tackle unlawful subletting

We keep records of all visits (whether successful or not), correspondence, telephone calls and other communication with customers where we suspect or are investigating unlawful subletting. We monitor and report on all identified cases.

4.8 Squatters and unauthorised occupants

We take precautions to minimise the risk of squatting and unauthorised occupants. We maintain comprehensive and accurate customer information and encourage customers to tell us about any change in their circumstances, or if they are going away from the property for any substantial period of time.

We carry out tenancy checks to ensure that the legal occupant is residing in the property. Colleagues will be alert to any properties that appear to be illegally occupied. We take steps to prevent our void properties becoming squatted or illegally occupied by minimising void periods and carrying out routine checks to make sure properties that are empty for longer periods of time remain secure.

If we discover a squatter or unauthorised occupant in one of our properties, we will contact the Police to remove the person/s or where necessary take swift legal action.

5. Roles and responsibilities

5.1 Housing Managers / Supported Housing colleagues

Sign up customers to correct form of tenure

Facilitate mutual exchange, succession and assignment / assignation (general needs rented only).

Monitor and review starter and fixed term tenancies (general needs rented tenancies in England only)

Apply relevant procedures for enforcing tenure terms and conditions, including issuing warnings for breach of tenancy / licence, serving notice and seeking possession.

5.2 Senior / Operations Managers

Hear appeals against decisions to end tenancies in some circumstances, including starter and fixed term tenancies

Decide on applications for transfer of tenancy where parties are not otherwise eligible for succession. Carry out quality assurance checks following property allocation – including checking that the correct form of tenure has been issued and processes followed in relation to mutual exchange.

Carry out quality assurance checks of annual reviews in supported housing services, monitoring agreed improvement actions through to completion.

5.3 Financial Inclusion Team

Offers support to customers experiencing financial hardship to access relevant welfare benefits and other entitlements.

5.4 Specialist Tenancy Governance Group

Operates in England to enable appropriate decisions to be made in situations where customers lack mental capacity to make their own decisions about their tenancies. This includes working with statutory partners and the Court of Protection to ensure that appropriate capacity assessments are carried out and that decisions about starting or ending a tenancy are made in customers' best interests

6. Monitoring and reporting

We closely monitor ongoing investigations into tenancy fraud and the outcomes of these, using a dashboard to track cases. Quarterly insight reports on unlawful subletting are provided to the policy owner. These reports are informed by the outcome of investigations into confirmed cases, ensuring that themes, learning and emerging risks are highlighted.

We use digital quality assurance tools to check compliance with Allocations and Mutual Exchange procedures and to ensure that new customer sign-ups are handled correctly.

We carry out compliance checks on Digital House Files, ensuring that all mandatory documentation is present, accurate and meets required standards before the file is published. Any errors are fed back to relevant managers and corrective action is tracked. We use annual service reviews in supported housing services to check that tenancies and licences are issued and ended correctly in line with this policy.

We review this policy at least every three years and more frequently where required, for example in response to regulatory change.

7. Key definitions

Word / phrase	Definition
Abandonment	If a tenancy agreement has not been legally ended or surrendered in writing (by deed) but the customer appears to have left the property during the tenancy, then this is known as abandonment.
Assignment / assignation	The process to transfer a tenancy to someone else during the lifetime of a tenant. The legal process is called 'assignment' in England and 'assignation' in Scotland
Commissioner	A commissioner is an organisation or body which contracts Home Group to deliver a service.
Delegated Authority	Delegated authority allows one person or group to give the power it has to another person or group for a variety of purposes.
Eviction	Depending on the type of tenancy our customers have we need to follow certain rules before we can evict someone from their home. This usually starts when we serve notice to leave the property. This is because the terms and conditions of the agreement haven't been followed. We usually obtain a possession order from the court to do this.
Managing agent	Representative of other organisations who manage the tenancy on behalf of Home Group
Notice	Formal notification to end the tenancy agreement or licence. Notice served by Home Group will include the grounds (reasons) for ending the tenancy or licence and the date the tenancy or licence will end. Customers can also serve notice to end their tenancy or licence.
Notice period	The period of time between the date the notice is served and the date when the tenancy or licence will come to an end.
Public Trustee	The Public Trustee may act as executor when requested to do so, but, may also act as administrator of an estate of a deceased person (with or without a will), or as trustee of a trust whether as original or substitute trustee, usually only as a last resort, and in the interests of vulnerable individuals or persons under disability, or where there are differences between executors, trustees, or beneficiaries.
Subletting	Where the tenant lets part or all of their property to someone else
Squatter	A squatter is a person who is living in one of our properties without our consent. We may know who this person is or they may be unknown to us. (England only)
Succession	Succession is a legal term used when a person inherits a tenancy when the tenant dies.
Tenancy Agreement	A tenancy agreement is a contract between a landlord and a tenant specifying the terms and conditions of their rental agreement.

Unauthorised occupant	An unauthorised occupant is someone who the customer has allowed into their property and remains in the property after they have left or died but does not have a right to take over the tenancy. Or, someone who remains in the property after their own tenancy has ended.
Void	A void is an empty property or bed space which is unoccupied and which Home Group have vacant possession of.

8. Version history

Version Number	Effective Date	Amendment made by (job title)	Version approved by (job title)	Description of Changes
1.0	April 2013			<p>This is a new group wide policy. In Customer Service, this policy replaces the following policies:</p> <ul style="list-style-type: none"> • Starter tenancies • Succession • Home Scotland Short Scottish Secure Tenancies <p>In Stonham this policy replaces the following policies:</p> <ul style="list-style-type: none"> • Tenure • House rules and visitors <p>The principles and standards contained in the pre-existing policies listed above remain unchanged, except for the following:</p> <ul style="list-style-type: none"> • The Care & Support Tenure Policy. The standard on offering the most secure form of tenure appropriate to the accommodation has been amended in line with the new HCA regulatory standards. • The 7 grounds for creation of a short Scottish secure tenancy (SSST) have been summarised, but are shown in full in the SSST guidance <p>Additional policy standards reflecting new legal and regulatory requirements in relation to working with local authority partners, fixed term tenancies and mutual exchange have been introduced. Any further changes to pre-existing policies will be reflected in the separate processes and additional guidance.</p> <p>The list of accompanying resources is still under review and may change.</p>
1.1	Sep 2013			<p>September 2013- change to policy owner, was Director of Customer Service (North) is now Director of Customer Service (South).</p>

1.2	Jan 2014			January 2014 – amendment to standard 15 for fixed term tenancies to make it clear that it applies to applicants as well as existing customers.
1.3	May 2014			May 2014 – New resources added: floating support agreements for care and support
1.4	May 2014			May 2014 – Deed of Surrender for Customer Service added to resources
1.5	Sept 2014			Sept 2014 – Request to keep pets letter and form added to resources for Customer Service
1.6	Jan 2015			Jan 2015 New resource added – G135x Weekly anyday tenancy start date to mark launch of anyday tenancies in Nov 2014
2.0	April 2016			Policy standard 21 amended to limit succession rights to statutory rights. Policy standard 29 amended to make House Rules schedule non-specific.
2.1	April 2016	Policy Business Partner	Assistant Director of Customer Service	Policy updated and refreshed into new policy template and standards condensed. Links updated for new intranet.
2.2	August 2017	Policy business partner	Home Group Board	Policy reviewed and updated, with following changes 2017 <ul style="list-style-type: none"> amended standard 3 on security of tenure to increase options for customers extended use of starter tenancies reflect requirements of Immigration Act in relation to 'right to rent' absorbed content of 'unlawful subletting' policy
2.3	1 Dec 2017	Policy business partner)	Director of Service Delivery	Policy amended to include new Private residential tenancy for MMR in Scotland from 1 st Dec 2017. Has been added to list of tenure types. Key definitions also updated to reflect the change. – Approved 28/11/2017 by policy owner.
2.4	2 Jan 2018	Compliance business partner	N/A	Re-branded
3.0	1 Sept 2018	Policy business partner	Home Group Board	Policy amended to reflect the decision to offer all new tenants a five year fixed term tenancy
4.0	June 20	Policy Business Partner	Home Group Board	Cyclical review of policy, incorporating Ending Tenure policy, policy now amended to change default tenancy type to lifetime tenancy and for fixed term tenancies now to be used only in line with local authority strategies where necessary.
4.1	23 Feb 2021	Policy Business Partner	Director of Customer and Communities	Desk top review and risk assessment completed
4.2	23 Feb 2022	Policy Business Partner	Director of Customer and Communities	Risk assessment completed

4.3	28/7/22	Policy Business Partner	N/A	Added date of equality analysis to front sheet. Removed version history for ending tenure
4.4	16/08/22	Policy Business Partner	Director of Customer and Communities	Added in reference to decants as this has been moved under the Tenure policy. Added in temporary decant license as Tenure type. Removed reference to decants guidance sitting under property management policy.
4.5	July 2023	Policy Business Partner	Director of Customer and Communities	Changed definition of equitable tenancies in definitions section to reflect decision that they are only offered in certain circumstances.
4.6	27/03/24	Policy Business Partner	Director of Customer and Communities	Risk assessment completed and signed off
4.7	08/04/25	Policy Business Partner	Regional Director (NW) – policy owner	Risk assessment completed and signed off. Review due later in 2025.
5.0	04/06/2026	Policy Manager	Regional Director (NW) – policy owner	Reformatted using new template Updated list of relevant legislation and regulation Added further detail on approach to starter and fixed term tenancies with commitment to phase out in line with implementation of Renters Rights Act 2023 Added further detail on support for customers in vulnerable circumstances, including customers with disabilities and customers experiencing domestic abuse Added sections on tenancy sustainment, roles & responsibilities and monitoring & compliance Cross ref to new policies – person-centred service delivery, pets, alternative accommodation (decants)