

Tenancy Management Policy	
<b>Document Owner:</b> Director of Customer Service	<b>Document No:</b> CS-PL-003
<b>Date Approved:</b> February 2023	<b>Review Date:</b> February 2026

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## 1.0 Introduction

- 1.1 This Tenancy Management Policy covers our approach to delivering a high quality and efficient tenancy management service which reflects legislation, regulatory standards, and good practice.
- 1.2 The policy will set out in the four key areas of:
- Tenancy changes/expectations
  - Tenancy sustainability
  - Abandoned properties
  - Tenancy fraud
- 1.3 We will help our customers and communities to succeed and thrive and ensure customers can maintain a sustainable tenancy.
- 1.3 We will ensure that our customers are aware of their rights and responsibilities and of the service that they can expect from us.
- 1.4 In delivering our tenancy management services we will have regard to our approach to ensuring an excellent customer experience.

## 2.0 Policy objectives, key performance indicators (KPI) and reporting

- 2.1 The objectives of this policy are:
- To set out our principles and approach to offering and managing tenancies

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- To make efficient use of our housing stock and to allocate tenancies in line with the needs of individual households and to ensure the sustainability of the community
- To ensure that tenancies are managed effectively and consistently, and that management decisions on tenancy matters are made in a sensitive and appropriate manner
- To deliver a consistent, fair, and transparent service to all customers with sufficient and appropriate support or interventions to help them sustain their tenancies
- To recognise the importance of effective tenancy management in providing homes and communities where people want to live, and understanding that well managed tenancies can provide a positive impact on the wider community
- To deliver services that support and complement our 5-year strategy
- To ensure we are committed to equality, diversity, and inclusion and treat all customers fairly, with respect and professionalism
- To ensure that all decisions are made giving due regard to the mental capacity of a customer

Key Performance Indicator	Owner (job role)	Policy objective alignment
Customers are aware of their rights and responsibilities; Explained at 100% of signups to ensure that tenancies are managed effectively and consistently	Housing Officer	2.1.1, 2.1.4
New Tenancy Visits; Offered to 100% of new customers to provide an excellent customer experience and to ensure the sustainability of the community	Housing Officer	2.1.3, 2.1.54 & 2.1.5
Customer Care Visits; 100% required visits fulfilled, aiming to provide an excellent customer service and to ensure the sustainability of the community.	Housing Officer	2.1.2, 2.1.4 & 2.1.5
Full compliance and adherence to the Tenancy Management Policy and Procedure.	Director of Customer Service	2.1.6, 2.1.7, 2.1.8
100% completion of quality assurance (checks) to enable compliance and adherence to Policy and Procedure	Housing Operations Manager	2.1.5

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### 3.0 Definitions

Customer – A tenant of Beyond Housing

NTQ – Notice to Quit – notice that a customer(s) must leave

Abandoned Property – a property that the customers(s) have vacated without providing notice in writing and to which the customer does not attend returning to

Assignment of tenancy - the legal transfer of an assured tenancy from a customer to another person

UDC – User Defined Characteristics

Protected customer- a customer at the point of transfer from the Local

### 4.0 Legislative, regulatory, and strategic alignment

We will comply with all relevant legislation, regulation, and best practice to ensure the effective management of our tenancies and organisational strategic alignment to support our long-term goals and purpose.

The legal framework is contained in the following legislation: -

- Housing Act 1985
- Housing Act 1988 (as amended by the Housing Act 1996)
- Housing Act 1996
- The Localism Act 2011
- Protection from Eviction Act 1977
- Landlord and Tenant Act 1985
- Matrimonial Causes Act 1973
- Civil Partnership Act 2004
- Family Law Act 1996
- The Human Rights Act 1998
- The Freedom of Information Act 2000
- Children Act 1989
- Data Protection Act 2018

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- The Equality Act 2010
- Anti-Social Behaviour Act 2003
- Anti-Social Behaviour, Crime and Policing Act 2014
- Mental Capacity Act 2005
- Homeless Act 2002
- Prevention of Social Housing Fraud Act 2013
- Domestic Abuse Act 2021
- Care Act 2014

The Regulatory Framework includes:

- The Tenancy Standard
- The Consumer Standard
- Neighbourhood and Community Standard

Polices to also reference are: -

- Allocations Policy
- ASB Policy
- Neighbourhood Management Policy
- Complaints Policy

## 5.0 Roles and Responsibilities

- 5.1 The Director of Customer Services is the policy owner and is accountable for ensuring the overall implementation and compliance with the policy taking into consideration all legislation, regulation, and best practice.
- 5.2 The Housing Operations Managers are responsible for the delivery and day-to-day implementation of the policy, working in line with related procedures, and ensuring adherence and compliance with the policy.
- 5.3 The Housing Managers are responsible for approving requests, working in line with the policy and related procedures, ensuring the policy is adhered to and the completion of quality assurance to ensure compliance.
- 5.4 The Housing Officers are responsible for understanding this policy and working in line with the policy and related procedures in a competent manner.

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## 6.0 Policy delivery

The Tenancy Management Policy will apply to all properties managed by Beyond Housing and focuses on managing a tenancy and ensuring customers are aware of their rights and responsibilities and that a fair and consistent service is provided, whilst recognising local variations. The customer experience will be at the forefront of this policy.

### 6.1 Tenancy changes/expectations

#### 6.1.1 Types of tenancy

The Regulator of Social Housing tenancy standard states that registered providers shall offer tenancies or terms of occupancy which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community and the efficient use of stock.

The tenancy types granted by us are:

- **Assured tenancy** – The majority of customers will be offered an assured tenancy which is the most secure form of tenancy where they have the right to remain in the property unless we prove to the courts that we have grounds for possession
- **Assured shorthold tenancy (Next Steps Accommodation Programme & Rough Sleepers Accommodation Programme – NSAP and Reducing Adults Complex Housing – REACH)** We will offer this tenancy type in line with our NSAP and RSAP service to assist with the rehousing of rough sleepers who require significant support to help them maintain a tenancy
- **Assured shorthold tenancy (Supported housing)** – We will offer this tenancy type to customers moving into certain specialist housing schemes where a property is identified for allocation to vulnerable customers where support and services with the local authority are in place
- **Assured Shorthold Tenancy (Rent to Buy)** - We will offer this tenancy type to customers as part of the Rent to Buy scheme which allows working households to rent a home at an

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intermediate market rent providing them the opportunity to save for a deposit to then go on and purchase their first home

- **Equitable tenancies** – We will offer this tenancy type to minors aged between 16 and 18 years of age as they are legally not entitled to hold a tenancy. The minor will need to have an appropriate 3<sup>rd</sup> party to act as a trustee and to act as guarantor. This will ensure the terms of the agreement are upheld until the minor reaches 18
- **Licence** – A licence is used as a temporary measure for a limited time for a specialist housing initiative or where a customer needs to move out of their property for a temporary period to allow major works to be completed.

### 6.1.2 Tenancy agreement

We will issue new customers with the appropriate tenancy agreement that sets out their rights and responsibilities and our rights and obligations.

We will clearly communicate the terms and conditions of the tenancy to all new customers during the sign-up process to make sure that they are understood.

We will monitor that customers are keeping to the terms of their tenancy agreement and will take prompt and appropriate action to resolve any breaches of tenancy conditions offering the appropriate support to help a customers(s) to adhere to their tenancy conditions.

We require our customers to use the property as their only or principal home and not use it for illegal or immoral purposes. We will take action, which is prompt, appropriate and timely to deal with any breaches of tenancy.

### 6.1.3 New tenancy visits

All customers will be contacted within the first four weeks of their tenancy commencing. The aim of the visit is for the Housing Officer to make sure customers have settled into their new home, establish a relationship with them, ensure there are no difficulties in meeting their tenancy conditions, such as paying the rent, keeping their property and garden to an acceptable standard, to identify if there are any additional repairs required and to discuss any other support that might be needed.

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### 6.1.5 Transfers

We have a commitment to reducing the number of transfers where there is no housing need and therefore, we will not consider a transfer to another property when their existing tenancy is less than one year old.

If a customer wishes to move, then they will need to look for a move through our Mutual Exchange Scheme.

If there are exceptional circumstances then a report outlining these, along with any supporting evidence will be forwarded to the Housing Manager for consideration.

Any transfer will be subject to a property standard inspection and customers will not be allowed to move if their property does not meet the required standard (exceptions to this may be if there are medical grounds).

Customers who have been served with a Notice of Seeking Possession will not be able to transfer.

### 6.1.6 Successions

We will ensure that customers are aware of their rights and responsibilities as outlined in legislation and their tenancy agreement in respect of successions and will adopt a consistent approach in responding to requests to succeed to a tenancy.

Succession allows an assured tenancy to be passed onto a qualifying person who has been living with the customer when the customer dies. We are committed to ensuring we deal with applications for succession as efficiently and sensitively as possible, while ensuring appropriate use of our housing stock where possible.

A succession can only take place with our written permission. The law allows only one statutory right of succession to each tenancy and only a qualifying person can succeed, therefore if the tenancy has already been succeeded or assigned the tenancy cannot be passed on again.

Protected customers are those who were a customer at the point of transfer from the Local Authority and an agreement is in place to ignore any previous successions that took place prior to stock transfer.

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The deceased customer is classed as a successor where:

- They became the customer by succession
- The tenancy was assigned to them as a potential successor
- They previously exchanged from another property and had been a successor there
- They became the customer under a court order and the previous customer was a successor.

Where no right of succession exists, we will sensitively consider the claim and may look at awarding the applicant a discretionary tenancy (if they would qualify in their own right), into alternative suitable tenancy or we can give advice on other housing options.

This may include circumstances such as:

- The applicant does not meet the full 12-month residency criteria for succession
- The applicant would not normally be entitled to succeed but gave up their home to provide care/support to the deceased customer prior to their death and there is evidence to substantiate this
- There has previously been a succession or assignment, but the property is the applicant's principal home.

Where a joint customer dies, the remaining customer succeeds to the tenancy, regardless of the relationship between the joint customers. This is succession by survivorship and counts as a succession. This means that if the former joint customers, now a sole customer, dies leaving someone in the property who would normally qualify to succeed, they cannot statutorily succeed, however, we may use our discretion to consider granting a new tenancy.

There may be circumstances where a property would be more suitable for other individuals rather than the successor, for example if the property is designated or adapted for someone who requires that need, or they would be significantly under occupying the property. As the successor qualifies to succeed to the tenancy and not the property, to ensure best use of stock we may look to rehouse the successor into a more suitable property and the successor would be considered for a direct let under the relevant Allocations Policy.

If the successor is the deceased customer's husband or wife, or civil partner, they have the right to remain in the same property regardless of whether it is too large for their needs or if the property is adapted for someone with special needs and we would not look to seek possession.

It is our policy to require a successor to move to smaller accommodation if the property is



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larger than required for their needs (for example, it has three bedrooms, but only one person lives in it), or if the property is designated and the successor does not meet the designation criteria, or the property is adapted for someone with specific needs and the successor does not have these needs.

In such cases, up to a six-month period will be granted before the successor will be made a suitable offer of alternative accommodation in the general area in which they reside.

If suitable alternative accommodation has not been found within six months or if the successor refuses move voluntarily to suitable alternative accommodation, then we can apply for possession of the property (Housing Act 1988 – Ground 9) which will not be less than 6 months and not greater than 12 months after the death of the customers.

If an offer of suitable alternative accommodation has not been made within 12 months of the death of the customers, then the successor cannot be required to move.

Where there is more than one person who qualifies to succeed, then the customer's spouse or civil partner will have priority. If there are two or more family members entitled to

succeed then they must agree between them which one is the successor, because only one person can succeed.

A person who qualifies to succeed to a tenancy is granted a continuation of the existing tenancy, not a new one.

### 6.1.7 Mutual exchanges

A mutual exchange occurs when two or more customers agree to 'swap' their homes with the approval of the respective landlords. This is a legal right, and we can only refuse to allow the exchange on specific grounds.

Assured customers of Beyond Housing can exchange their assured tenancy with another Beyond Housing assured customers, or with a secure customer of a local authority, or another registered housing provider on the condition that they approve the exchange.

If a tenancy is a temporary tenancy or an assured shorthold tenancy, then a mutual exchange cannot proceed.

We will administer the progression of mutual exchanges through Home Swapper.

We will progress all requests for mutual exchanges in line with company

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procedures.

A mutual exchange request must be granted, unless the application meets any of the grounds for refusal as outlined in section 92 of Schedule 3 of the 1985 Housing Act, which are summarised below: -

- A notice of seeking possession has been served on the customer proposing to exchange their tenancy
- A court order is outstanding on the property, or a court action is pending against the tenancy
- If the customer is subject to an ASB (Anti-Social Behaviour) order or an ASBI or either are being applied for
- The accommodation is substantially more extensive than reasonably required by the assignee
- The extent of accommodation is not reasonably suitable to the needs of the assignee and their family
- The accommodation was let to the customer in consequence of employment
- There is a conflict with the purposes of a charity landlord
- The property has been adapted for a disabled person
- There is conflict with the purposes of a specialist housing association or trust
- The property is sheltered accommodation (including extra care).

A decision on a mutual exchange must be given in writing within 42 days of receipt of the application. Any grounds for refusing the mutual exchange must be specified.

We can attach conditions to the consent, which is conditional permission, the conditions may be:

- Where repairs, which are the customer's responsibility, are required to the property
- Where there are rent arrears
- Where the remedy of another breach of tenancy is required.

Whilst these conditions are met the 42-day time limit will be suspended and resumed when the conditions are met

Where the customer is a protected assured customer, carrying out a mutual exchange may affect their protected rights.

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### 6.1.8 Assignment

If a customer is an assured customer, it may be possible for them to pass their tenancy to another person by Deed of Assignment. An assignment involves the legal transfer of an assured tenancy from the customer to another person.

There are certain circumstances when an assignment can take place, the three main grounds are:

- Assignment by way of mutual exchange (as detailed above)
- Assignment to a potential successor, for example where someone who would have the right to succeed to the tenancy on the death of the customers. This is only possible if there has been no previous assignment or succession to the tenancy
- Assignment when a court makes a Property Transfer Order under the Matrimonial Causes Act 1973, the Family Law Act 1996, or under the Children's Act 1989.

Assignments can only take place with the written permission of the company.

A tenancy can only be passed on once and must be done so by completing a deed of assignment.

A person may be eligible for an assignment if they would be entitled to succeed if the customer died and the landlord gives its written consent to the assignment. We are under no obligation to consent to assignments, but permission will not be unreasonably withheld.

An assignment is the transfer of a tenancy (not a property) to a qualifying person (a person who would be qualified to succeed if the customer died) when a customer is still alive and able to assign his/her tenancy so that they will no longer be the customers.

A qualifying person is the partner of the customer or a member of the customer's immediate family. This could include spouse, partner, parent, child, grandchild, brother, sister, uncle, aunt, nephew, or niece.

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When making a decision regarding an assignment, consideration will be given to each case, taking into account:

- If there is any debt on the account (this should be paid in full before agreement is reached unless there are exceptional circumstances)
- If the applicant has resided at the property as their only or principal home for at least 12 months and there is evidence to substantiate this
- The eligibility of the applicant to join the housing register
- The housing need of the applicant
- The size of the property and if it would be under-occupied or overcrowded
- If the property has been adapted for the customer or a household member or is a designated property and the applicant does not meet the criteria
- The proposed assignment is deemed unaffordable following an affordability assessment
- The property is in poor condition

The right of assignment can only take place once, therefore if the tenancy has already been assigned or the customer is already a successor the tenancy cannot be passed on again.

If we receive a court order for the assignment of tenancy, we will comply with the court's requirements and once the court order is received, we will arrange for both parties named on the court order to complete the assignment paperwork and the assignee to sign the deed of assignment.

The new customer will take on the rights and responsibilities of the original tenancy, a new tenancy agreement will not be provided as no new tenancy is entered.

### 6.1.9 Joint Tenancies

A sole customer can apply for a joint tenancy. Beyond Housing have no legal obligation to grant a joint tenancy when the original customer is a sole customer, however, it is our policy to consider requests when an applicant has lived in the property for 12 months, this 12-month period beginning from when we are aware the applicant has been living there.

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We will only consider a joint tenancy:

- When a couple are married (proof required)
- Where there is a long-term relationship with a partner (proof required)
- Exceptional circumstances

The application will be considered in accordance with the following:

- Rent account
- Any breaches of tenancy
- Eligibility to join the housing register
- The housing need of the proposed joint customers
- The size of the property and whether it would be under occupied or overcrowded
- Whether the property has any adaptations or services which are required for the sole use of the customer.

Joint tenancies will be granted at the discretion of the Housing Manager. If a joint tenancy is to be granted then this is a new tenancy, as it is not possible to add someone to an existing tenancy. The tenancy type will be the same as the current tenancy.

#### 6.1.10 Relationship Breakdown

Where a relationship breakdown occurs either customer can terminate a joint tenancy by serving a valid NTQ or we can consider an assignment, we will consider each case on individual circumstances and encourage them to seek their own independent legal advice. If one party does terminate the joint tenancy, whilst we have no legal obligation to do so, we can consider granting either party a new tenancy of the property in their sole name.

#### 6.1.12 Joint customer to sole tenancy

A sole tenancy will be granted at the discretion of the Housing Manager. The application will be considered taking into account:

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- The rent account
- Any breaches of tenancy
- The housing need of the proposed sole customers
- The size of the property and whether it would be under occupied
- If the proposed sole customer would pass an affordability check for the property
- The length of time the proposed sole customer has been in occupation and/or the length of time that the other joint customer has not been in occupation
- If the property has any adaptations or services e.g., Reach & Respond which the terminating customers required.

To progress this option either party to the joint tenancy can terminate the whole tenancy by a Notice to Quit. This brings the tenancy to an end and then we will make the decision whether to grant a new tenancy to the remaining person after the NTQ (Notice to Quit) period ends. It is important that customers are advised of the possible consequences of giving notice and are advised honestly about the chances of the remaining customer being granted the sole tenancy which would be a brand-new tenancy.

#### 6.1.13 Lodgers

There may be times where a customer may want to rent out a room/s by taking in a lodger.

A lodger is not normally a family member but an occupant who has their own bedroom and may share some of the rooms with the customers.

The legal relationship between the customer and the landlord remains the same. The customer's responsibility for payment of rent and charges and adherence to their tenancy conditions remain the same.

Customers have the right to take in a lodger who is someone who does not have a tenancy agreement, does not have exclusive possession of any part of the property and lives at the property only with the consent of the customers, they are not normally a family member.

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Beyond Housing have no legal obligation to manage any lodgers on a customer's behalf.

#### 6.1.14 Running a business

Creating sustainable communities is one of our key priorities. To do this, we must consider the interests of the wider community by, for example, tackling worklessness, encouraging financial inclusion and helping customers fulfill their aspirations. By supporting self-employment/customers who wish to run a business from home, we feel we can achieve this.

A customer must submit a written request, detailing the nature of the business and Beyond Housing will not unreasonably refuse permission.

This policy is aimed at supporting customers who want to run a business from home and will be implemented in accordance with the tenancy agreement.

#### 6.1.15 Pets

We recognise that pets can be a great source of companionship and bring a lot of comfort, as such if a customer lives in a house or property with its own entrance and garden, they may keep a cat or dog without getting our permission. If a customer shares the access to their home, they are not allowed to keep dogs or cats, but are able to keep other small pets such as small, caged animals, birds or fish.

If a pet is not being looked after, a tenancy may be at risk, if a pet is causing nuisance to others for example, noise including barking, bad smells, fouling and damage to property, in these circumstances a customer may be asked to rehome their pet. Failure to do this would be a breach of tenancy and appropriate tenancy enforcement action will be taken. We may also contact the RSPCA if there is a concern over an animals' welfare.

Dogs listed on the Dangerous Dogs Act 1991 must not be kept in one of our properties.

Exceptions are registered assistance dogs such as a guide dog for the blind, a hearing dog for the deaf or a dog for the disabled will always be permitted as the Equality Act prohibits us from discriminating against a disabled person.

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### 6.1.16 Ending a tenancy

Customers are required to provide 4 weeks' notice to end their tenancy, exceptions to this are where a customer has died, if transferring to another Beyond Housing property or where there is domestic abuse, in these circumstances acceptance of shorter notice periods will be agreed with the customer or a personal representative.

## 6.2 Tenancy sustainability

We will ensure that sustaining communities and tenancies underpins the delivery of our services. To ensure the sustainability of our communities and ensure the best use of housing stock, we may on occasions have to make strategic decisions outside of relevant policies.

### 6.2.1 Vulnerable customers

It is important that vulnerability is considered throughout our approach to tenancy management and where a customer has been identified as vulnerable, we will adopt a person-centered approach and provide additional support. We will consider appropriate interventions to support vulnerable customers including referring a case to our Intensive Housing Management Service (IHMS) which provides support to empower and assist customers sustain their independence and adhere to their tenancy agreement, through assessment and an agreed action and support plan.

Beyond Housing have a Safeguarding coordinator who will act as the designated lead for safeguarding concerns in respect of vulnerable adults and children. Referrals will be followed up by a specialist colleague to establish any customers at risk and identify vulnerabilities or support needs. This may include referrals to internal colleagues, statutory and non-statutory services.

Beyond housing uses UDC's to help us identify vulnerable customers so that we can tailor our approach accordingly.

### 6.2.2 Customer Care Visits

To assist in the management and sustainability of tenancies, we will undertake customer care visits to ensure we are delivering an excellent housing management service, the visits will be tailored depending on length of tenancy, vulnerability of customer and tenancy



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conduct and will be used to: -

- Update customer profile and contact information
- Identify any community / neighbourhood issues
- Promote digital access to me and my home and outline the ways a customer can contact us
- Identify any support needs, vulnerable customers, safeguarding issues
- Check for any tenancy breaches including property condition, hoarding, garden condition, abandoned property, sub-letting etc.

### 6.2.3 Hoarding

Hoarding is a complex mental health condition that can have a destructive impact on the individual hoarding, as well as pose a potential risk to neighbours through fire risk. Beyond Housing have a hoarding procedure which is used in relation to customers who hoard, to ensure that a person-centered approach is adopted to balance the needs of the customer against the severity of the impact that their hoarding has on them, their property, and neighbours. We will ensure our customer is treated fairly and receives adequate support and guidance to resolve any issues.

Hoarding cases are discussed at a panel meeting where panel members will agree a lead person and provide guidance, support and direction to each case resulting in actions for the lead person to undertake.

### 6.3 Abandoned Properties

It is a condition of a tenancy that the customer uses their home as their only or principal home. This means that the customer must always be able to claim that the property is still in use as their home. Residence should be continual although this does not mean that the customer must be constantly living in the property, and we recognise that customers may be away from their homes for an extended period for a variety of reasons. Customers should inform us if they are to be away from their home for over four weeks.

If a customer regards the property as their home and intends to return, the property is not abandoned, and they still have security of tenure.

We are committed to making the best use of our stock and to helping those in need of housing, therefore, where we believe a property is abandoned, we will take prompt and

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appropriate action, in accordance with our abandonment procedure. We will ensure that all appropriate checks have been made to establish that a property has been permanently abandoned.

## 6.4 Tenancy Fraud

Beyond Housing take tenancy fraud very seriously and we will ensure we are proactive and take appropriate legal action to regain possession of any properties found to be obtained via deception or fraudulent means.

## 7.0 Policy Support

### 7.1 Data protection and GDPR (General Data Protection Regulation)

Beyond Housing will comply with relevant law in respect of Data Protection and will take all reasonable steps to process and protect any personal information that is provided to us by customers. We will provide customers with information about how and why we process their personal information including the legal basis for its collection.

Customers can contact us to exercise their data protection rights and we will seek consent to process data when this is required.

### 7.2 Your Information

We have processes in place to ensure we are checking and updating customer details. This information helps to ensure we maintain accurate and up to date tenancy records, which helps us tailor the services we deliver. Information checked during our customer care visits will confirm legal occupation of the property and tenancies where any additional support is required.

### 7.3 Confidentiality

Beyond Housing will comply with collection, storage, access to, provision and disclosure of data in accordance with all relevant data protection and information security legislation.

### 7.4 Equality and Diversity

Beyond Housing are committed to the principles of diversity and inclusion, i.e. fairness, accessibility and transparency. We value diversity and are committed to promoting the equality of opportunity to ensure all customers are treated fairly.

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## 8.0 Consultation

- 8.1 Consultation with customers in relation to the ease to read and understand, content and expectations in relation to the policy was completed in February 2023. The feedback was used to inform the policy and revise the supporting procedure.

## 9.0 Approval

Approval and revision Criteria	Information
Document written by:	Housing Operations Manager
Document approved by:	Senior Leadership Team
Version No.	2

Version no.	Revision date	Reason for revision
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Tenancy Management Policy	
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