

# TENANCY POLICY

## 1. INTRODUCTION

1.1 This policy sets out the types of tenancies that ISHA offer when letting our homes. It sets out ISHA's approach to managing our residents' aspirations to move home or assign their tenancies whilst ensuring that we comply with all our statutory and regulatory requirements. The following areas are covered under this policy:

- Who we let our homes to
- Types of tenancies offered
- Tenancy changes (sole to joint and joint to sole)
- Assignment
- Succession
- Mutual exchange
- Additional occupants
- Subletting and lodgers
- Tenancy fraud
- Unlawful occupation
- Abandonment
- Ending a tenancy

1.2 This policy will apply to all assured, assured shorthold and secure tenants.

1.3 Mutual exchanges, transfer, allocation and letting, tenancy fraud and abandoned properties are dealt with under separate policies but are summarised below given the overlap with this policy. This policy has been created to reflect the requirements of the [Tenancy standard – Consumer standards 1 April 2024](#).

## 2. AIMS

2.1 Our aim is to be transparent, consistent and fair in the types of tenancies we offer. We will always offer the most secure form of tenancy which is compatible with the purpose of the accommodation and the needs of the households. When letting our homes our aim is to provide and create sustainable communities in homes where our residents can flourish.

2.2 We do not offer starter tenancies.

### **3. WHO WE LET OUR HOMES TO**

- 3.1 We allocate our homes in a fair and transparent way. We co-operate with our local authority partners to meet local housing need. Generally, 75% of our relets and 100% of new lettings are allocated to nominations from the local housing register. We retain 25% of relets for internal transfers.
- 3.2 All tenants must be over 18 years old. In exceptional circumstances we may offer an equitable tenancy to a young person between the ages of 16-17, if they are leaving care and have a rent guarantee from the local social services department, or to someone succeeding to the tenancy where there is no other statutory successor. In these circumstances the young person must have an adult trustee and guarantor.
- 3.3 In some circumstances, ISHA reserves the right to refuse a nomination. The reasons for refusal are set out in our Allocations & Letting Policy. A rejected nominee has the right to appeal this decision to the Director of Housing & Neighbourhoods. The process for this is detailed in our allocation and letting policy.
- 3.4 We will grant a joint tenancy where both parties are transferring from an existing joint tenancy or where both parties are joint applicants on a nomination from the local authority. In all other circumstances, we will grant a sole tenancy.

### **4. TYPES OF TENANCY OFFERED**

- 4.1 The types of tenancies we grant are determined by legislation and regulation, and the type of accommodation being offered. We always offer the most secure form of tenancy. We do not use starter tenancies and where possible we offer lifetime tenancies unless the type of accommodation is short term e.g. for a temporary period or designed for someone with specific needs such as our housing with care and support needs. In these instances, we offer a licence or an assured shorthold tenancies.
- 4.2 The main type of tenancy offered at ISHA is an assured tenancy. These are lifetime periodic tenancies, which means that the tenant can live in the property if they comply with the term of the tenancy and they or ISHA have not ended the tenancy by giving notice. These types of tenancies are sometime known as assured “non shorthold” tenancies.
- 4.3 In some instances we offer a secure tenancy. These tenancies are granted to tenants who have been an ISHA tenant prior to 15 January 1989 and transfer within our stock.
- 4.4 A periodic assured shorthold tenancy (AST) is granted for a minimum period of six months. At the end of the initial six months, the tenancy continues as a periodic AST tenancy until it is ended by us or the tenant. We offer these tenancies to our Intermediate Rent, supported housing and extra care housing tenants. The exception to this is ISHA market rent tenants who have a 12-month AST and these tenancies may be renewed at the end of the 12-month period.

## 5. TENANCY CHANGES

### 5.1 Sole to joint tenancies

5.1.1 A request to create a joint tenancy must be made in writing by the existing sole tenant. We only grant a joint tenancy to a spouse, civil partner or cohabitee living together as partners. They must both have been living in the property together for 12 months or more and we will require evidence of this.

The proposed tenant must:

- be over 18
- be permanent UK resident and
- occupy the home as their main and principal home.

5.1.2 The sole tenant requesting the joint tenancy must:

- not be in rent arrears or have any other debt owed to ISHA
- not be under investigation for any breach of tenancy, including anti-social behaviour, tenancy fraud
- have been subject to a previous joint tenancy.

5.1.3 Where we have agreed to grant a joint tenancy, we will aim to meet with the sole tenant independently, so that we can explain the implication of a joint tenancy. Once a joint tenancy is granted, both tenants are jointly and severally liable for all terms of the tenancy. Where we agree to grant a joint tenancy, this will be by deed of assignment.

5.1.4 We do not grant intergenerational joint tenancies.

### 5.2 Joint to sole tenancies

5.2.1 In most cases, we cannot transfer a tenancy from joint to sole unless both parties agree to this and we have it in writing. In these circumstances, we will allow one party to assign the tenancy to the other as long as there has not been a previous joint tenancy.

5.2.2 Where we receive a request from one party in a joint tenancy, for a joint to sole tenancy, we will advise them to seek independent legal advice as we do not have a legal duty to dissolve a joint tenancy, and we are unable to fulfil this request unless a court order grants authority to us to do so.

5.2.3 Where we receive a request for a joint to sole tenancy, where there has been domestic abuse, we will ask the victim/survivor to end the tenancy with notice to quit (**see domestic abuse policy for more information**). Once the tenancy has ended, we will consider granting a new tenancy to them. In these circumstances they will sign a new tenancy agreement, and the rent will be set in line with our rent setting policy. We will not rehouse a departing tenant if they are a perpetrator of domestic abuse. If they refuse to move after the tenancy has been ended, then we will seek possession of the property.

### 5.3 Assignment

- 5.3.1 A tenant only has the right to assign their tenancy through legislation or contractually as set out in their tenancy agreement or by way of a mutual exchange after receiving approval from ISHA.
- 5.3.2 Under our current tenancy agreement, a tenancy cannot be assigned unless it has been assigned by a court order or unless they are a secure tenant and the tenancy is being assigned to someone who would have the right to succeed on the death of the tenant, or unless it is a joint tenancy and one party wishes to assign as in joint to sole above.

### 5.4 Succession

- 5.4.1 In the event of the death of a tenant and where there is an intention to succeed the tenancy, an application must be made in writing.
- 5.4.2 We will require evidence of the death and supporting evidence to progress the application.
- 5.4.3 We will process all succession applications with sensitivity, ensuring that our decision is given as quickly as possible. In the event a succession is not granted, a full explanation will be provided.
- 5.4.4 In some instances, the law grants statutory succession rights in secure and assured tenancies which may allow an applicant to succeed to a tenancy. There may also be contractual rights in the tenancy agreement which determine who can succeed.
- 5.4.5 Where a joint tenant dies, the remaining joint tenant becomes the sole tenant by operation of law and occurs immediately. This is treated as a succession (survivorship).
- 5.4.6 A spouse, civil partner or common law spouse will succeed an assured or secure tenancy automatically.
- 5.4.7 Depending on the date of tenancy and/or contractual rights, if there is no spouse or partner to take succession, then the tenancy may pass to a member of the family, should they have lived with the tenant for at least 12 months before their death, and as long as it was their main or principal home during that time.
- 5.4.8 If more than one family member is entitled to succeed to the tenancy, they must agree between them who will continue the tenancy. If they cannot agree, then we will decide who will succeed.
- 5.4.9 If the property is under-occupied or designed for someone with a specific disability, we may offer an alternative property to meet the housing needs of the successor. We may commence possession proceedings should the successor not accept a reasonable offer.

- 5.4.10 There can only be one statutory succession per tenancy. Should a sole tenant die who gained the tenancy through a succession, there cannot be a further succession of this tenancy.
- 5.4.11 In the event of the death of a tenant and where there is no right to succeed the tenancy, we will serve a notice to quit, on the executors of the will/estate. In the case where there is no will, we will serve the notice to the personal representative of the deceased and the public trustee, to bring the tenancy to an end.
- 5.4.12 Whilst waiting for the outcome of a succession request, the potential successor must pay use and occupation charges for the property.
- 5.4.13 A potential successor may appeal a decision on succession. Appeals must be made within five working days from the date of the refusal letter.
- 5.4.14 An independent manager who was not involved in the original decision will review the appeal. Potential successors will be notified of the outcome in writing within 10 working days or within a mutually agreed timescale.
- 5.4.15 If a potential successor remains unhappy with the outcome of the appeal, then they should advise ISHA in writing of the reasons, and this will be considered under the ISHA's complaints policy/procedure.
- 5.4.16 Where a succession application is under investigation the applicant will be required to pay use and occupation charges to the value of the current rent and service charge.

## 5.5 Transfers

- 5.5.1 ISHA operates in London which is in the midst of an affordable housing crisis where demand outnumbers supply. We are therefore unable to move everyone who expresses a desire to move.
- 5.5.2 Because of the limited number of vacancies in ISHA's stock, only tenants in priority need can register for an internal transfer. All other tenants who want to move will be referred to Homeswapper, or their local authority. Support and advice with registering and identifying suitable properties will be provided to all applicants.
- 5.5.3 Tenants who are statutorily overcrowded or under-occupying have priority for a transfer under ISHA's transfer policy. Tenants who transfer to a smaller property will be entitled to an under-occupation incentive. For more information, please refer to our transfer policy.

## 5.6 Mutual exchange

- 5.6.1 At ISHA we are keen to promote mutual exchange as a means of tenant mobility. In the current climate where housing demand far outweighs supply this is the only option for some tenants to move from one home to another to meet their housing needs and aspirations. We do this through publications, mutual exchange events, proactive matching and working with partner organisations. We are also members of Homeswapper.
- 5.6.2 Secure and assured tenants whose tenancy started before 1 April 2012 keep their security regardless of who they exchange with. In these circumstances the exchange must be by surrender and regrant. Secure and assured tenants whose tenancy started after 1 April 2012 will lose their security of tenure if exchanging with a flexible or fixed term assured shorthold tenant and exchange continues to be achieved by deed of assignment.
- 5.6.3 ISHA do not have any fixed term tenancies, but many landlords do, and these tenants have the right to do a mutual exchange with an ISHA tenant. Therefore, if an ISHA tenant is exchanging with a fixed term or assured tenant with an affordable rent then they will take on the rights of the tenant who they are exchanging with, and the incoming tenant will take on their rights by deed of assignment.
- 5.6.4 More information on grounds for refusal mutual exchange process can be found in ISHA's mutual exchange policy.

## 5.7 Additional occupants

- 5.7.1 Additional occupants are allowed to live in a tenant's property if this does not exceed the permitted number of occupants stated in the tenancy agreement.
- 5.7.2 A request to add an occupant must be made in writing and we will not unreasonably refuse a request, however, ISHA will not give permission for a household to become overcrowded by bringing in additional household members.
- 5.7.3 This does not apply to dependent children who are born during the lifetime of a tenancy, or who join the family after the tenancy has commenced. They can be added to the occupancy record, once proof of id is provided (e.g. Full birth certificate or passport).

## 5.8 Sub-letting and lodgers

- 5.8.1 ISHA tenants have the right to take in lodgers or sub-let part of the property if this does not exceed the permitted number of occupants, as stated on their tenancy agreement.
- 5.8.2 To do this we require a written request for permission to take in a lodger or sublet the home. We will ask for details about the person to include their name, dob, the amount of rent being charged and which part of the property they will occupy before we will provide a decision on the application. Permission will not be unreasonably withheld. We will respond to requests for a lodger or subletting within 10 working days of receiving all of the information required to make the decision.
- 5.8.3 Lodgers must have their own room but share the rest of property. Lodgers have no right to deny the tenant access to any other part of their property. Tenants must notify housing benefit or DWP if they take in a lodger and are receiving housing benefit or the housing component of as their payments may be affected.
- 5.8.4 Tenants cannot sublet the whole of their home.
- 5.8.5 In specific circumstances we may allow a tenant to have someone take care of their home while they are away. We would not grant this for longer than 12 months. Some of the reasons where this may be granted are as follows:
- Where the tenant has received a custodial sentence of less than 12 months.
  - Where the tenant is required to work abroad or at a location that they cannot reasonably commute to.
  - Where a tenant is living elsewhere to care of a sick friend or relative. If we allow this, we will require proof of the name and dob of the caretaker. The tenant will be responsible for paying the rent for the duration that they are away from the property and permission will not be granted if there are rent arrears on the tenancy.

## 5.9 Tenancy fraud

- 5.9.1 We are committed to tackling tenancy fraud and work diligently to prevent and detect fraud in our properties.
- 5.9.2 We will work cross-departmentally, and with our contractors to identify properties at high risk of tenancy fraud. We will work with external agencies (agencies to be deleted) including our partner local authorities and the police to investigate and make use of the prevention of social housing fraud act 2013.
- 5.9.3 We will investigate all cases of suspected tenancy fraud and gather evidence. If a property is being unlawfully sub-let, we will start legal proceedings to bring the tenancy to an end and recover possession of the property. For further information please refer to our tenancy fraud policy.

## 5.10 Unlawful occupation

5.9.1 Where a property is not occupied by the original tenant, we will investigate the circumstances. Unlawful occupation can arise from:

- false succession claims
- unlawful or unauthorised subletting
- abandonment by the original tenant.

- 5.9.1 We may commence legal proceedings to take possession of the property if we suspect that it is being unlawfully occupied.
- 5.9.2 Where the property is being used by unauthorised occupants and is causing alarm or distress to the community, we may seek an injunction and/or work in partnership with the police and local authority to obtain a closure order until possession of the property is achieved. Please refer to anti-social behaviour policy.

## 5.10 Abandoned properties

- 5.10.1 Tenants must inform us in writing if they intend to live elsewhere for longer 28 days or as specified in their tenancy agreement.
- 5.10.2 If we believe a property or possessions have been abandoned, we will make every effort to contact the tenant to establish their whereabouts and whether they have left with no intention to return.
- 5.10.3 Where we suspect a tenant has abandoned the property, we will investigate and gather evidence. This may include speaking with the named next of kin and neighbours. If after investigating we suspect that the tenant has abandoned the property we may take steps to repossess the property. More information on this process can be found in ISHA's abandonment policy.

## 6. ENDING A TENANCY

### 6.1 Tenant

- 6.1.1 Tenants wishing to end their tenancy must provide us with written notice. Our notice period for surrender is four weeks and is in accordance with the tenancy agreement.
- 6.1.2 The surrender will not take effect until we have expressly agreed to it and can be withdrawn at any point during the notice period with written permission.
- 6.1.3 All sets of keys for the property should be returned to ISHA by 12 noon on the Monday on which the tenancy ends. Failing to do so may incur another week's rental charge which the tenant is liable to pay.
- 6.1.4 All rent and any other charges must be paid up to the date of the end of the tenancy, or an agreement to do so must be in place. Any arrears not paid will be dealt with in line with our income recovery policy.

### 6.2 ISHA

- 6.2.1 Where we have taken legal proceedings to recover a property, an eviction report must be completed and approved before an eviction can take place. This report should be prepared by the tenancy officer or income officer providing a summary of the reason for the eviction and confirmation that the legal process has been followed. The report should then be approved by a manager, a head of service and the Director of Housing & Neighbourhoods.
- 6.2.2 Should we decide to end a tenancy we will ensure that the resident is given reasonable advice in relation to finding alternative accommodation including signposting to support agencies and their local authority.

## 6.3 Decision matrix

Decision area	Decision/discretion	Primary decision maker	Escalation/approval	Appeal route
<b>Tenancy type on grant</b>	Determine appropriate tenancy type in line with legislation, regulation and accommodation purpose	Lettings Officer	Housing Manager	Head of Housing Management
<b>Refusal of nomination</b>	Decision to refuse a local authority nomination	Lettings Officer/Tenancy Officer	Housing Manager	Head of Housing Management
<b>Nomination appeal</b>	Consider appeal against refusal of nomination	Head of Housing Management	Director of Housing and Neighbourhoods	Final
<b>Assignment by mutual exchange</b>	Approve or refuse mutual exchange	Tenancy Officer and Housing Manager	Head of Housing Management (complex cases, arrears, safeguarding)	Director of Housing and Neighbourhoods
<b>Assignment with arrears</b>	Exercise discretion to permit exchange where arrears exist	Head of Housing Management	Director of Housing and Neighbourhoods	Final
<b>Joint to sole assignment</b>	Approve assignment from joint to sole tenancy	Housing Manager	Head of Housing Management	Director of Housing and Neighbourhoods
<b>Succession decision</b>	Determine statutory or discretionary succession	Tenancy Officer and Housing Manager	Head of Housing Management (discretionary cases)	Director of Housing and Neighbourhoods
<b>Succession appeal</b>	Consider appeal against succession decision	Head of Housing Management	Director of Housing and Neighbourhoods	Final
<b>Multiple potential successors</b>	Decide between eligible successors	Tenancy Officer / Housing Manager	Head of Housing Management	Director of Housing and Neighbourhoods
<b>Discretionary regrant</b>	Approval of discretionary tenancy regrant	Head of Housing Management	Director of Housing and Neighbourhoods	Final
<b>Use of licences or non-standard occupation</b>	Approval of licence or alternative occupation arrangement	Head of Housing Management	Director of Housing and Neighbourhoods	Final
<b>Fraud-related tenancy action</b>	Decision to pursue tenancy recovery or legal action	Tenancy Officer and Housing Manager	Head of Housing Management	Director of Housing and Neighbourhoods

## **7. HEALTH AND SAFETY**

6.1 Our lone working policy should always be adhered to when using this policy; this is especially important for visits and interviews.

## **8. EQUALITY AND DIVERSITY**

8.1 This policy will be implemented in accordance with our equality and diversity statement, ensuring that we will not discriminate against any tenant on grounds of his/her protected characteristics. We will address any special communication requirements to ensure all our tenants have equal access to the information they need to meet their obligations.

8.2 We will ensure that we comply with our vulnerability policy when implementing this policy ensuring that residents with a physical, or mental disability are treated proportionately.

## **9. TRAINING**

9.1 All members of the housing team will be trained in the use of this policy, to include, tenancy officers, tenancy advisors and outreach & support officers.

## **10. DATA PROTECTION CONSIDERATIONS**

10.1 It is sometimes necessary to share sensitive, private and special category data to facilitate the delivery of this policy. We will ensure that the processing of this data is in accordance with the principles of the data protection regulations and our data protection policy.

10.2 We will only share a person's data where they have given us permission to do so unless:

- information sharing is necessary for the protection of children or a vulnerable person.
- information sharing is required for the prevention or detection of crime.
- ISHA is required by law to share the information.

10.3 We may release information on tenants who are at risk of homelessness to local authority homelessness team as part of our duty to prevent homelessness. The type of information and the purposes for which it can be used will be governed by the individual protocols that we have in place with each local authority.

10.4 Where possible we will seek to establish data sharing protocols with relevant external agencies such as the police and social services.

## 11. STATUTORY AND REGULATORY FRAMEWORK

- Tenancy Standard
- Immigration Act 2014
- Housing Acts 1985, 1988 and 1996
- Localism Act 2011
- General Data Protection Regulations/UK GDPR
- Equality Act 2010

## 12. MONITORING

12.1 The Tenancy Officer will monitor the cases at least fortnightly and will review the cases with the housing manager on a monthly basis.

## 13. REVIEW

13.1 The policy will be reviewed every three years unless there is a significant change in legislation, regulation or best practice in which case it will be reviewed sooner.

## 14. ASSOCIATED DOCUMENTS

- Allocations and letting policy
- Anti-social behaviour policy
- Data protection policy
- Tenancy fraud policy
- Lone working policy
- Vulnerability policy
- Rent setting policy
- Domestic abuse policy
- Abandonment policy
- Tenancy – Consumer Standard

Reference	Version	Created	Author	Review	Leadership Team approved
Tenancy policy	1	November 2025	Deeion Sharpe, Head of Housing Management	March 2029	March 2026