



Tenancy Management Policy

Name	Tenancy Management Policy
Owner	Strategic Director
Last Review	January 2023
Next Review	November 2028
Consultation with Tenants	15 September 2025
Equality Impact Assessment	August 2025
Confidentiality	Low

Contents

1.0	Introduction and Objectives.....	3
2.0	Scope	3
3.0	Roles and Responsibilities	4
4.0	Regulatory Standards, Legislation and Approved Codes of Practice.....	5
5.0	Council properties and Registered Providers.....	6
6.0	Operating procedures	7
7.0	Data and Records	19
8.0	Tenant Engagement	20
9.0	Implementation and Training.....	20
10.0	Performance Reporting.....	20
11.0	Quality Assurance	20
12.0	Approvals	20
13.0	Glossary	21
14.0	Detailed contents list (for resident reference)	23

1.0 Introduction and Objectives

This policy sets out how we manage Council tenancies from the point at which a tenancy is granted, through to the point where it ends and the key stages during its lifespan.

Our tenancy management approach supports the key principles outlined in the Council's Thrive Agenda:

- Put people and families at the heart of everything we do
- Tackle inequality so people have a fair chance
- Support our communities to support themselves and each other
- Invest in our economy to provide sustainable opportunities for innovation and growth
- Work together and fight for a better future for Gateshead

This policy complements the Council's Tenancy Strategy which sets out our expectations of all social landlords in Gateshead.

2.0 Scope

This policy supports compliance with regulation, legislation and good practice across the following key activities:

- Tenancy commencement
- Introductory tenancy reviews
- Fixed term renewals
- Tenancy appeals
- Tenancy audits
- Change of tenancy
- Demotion of a tenancy
- Tenancy ending

3.0 Roles and Responsibilities

3.1 Council rented stock is managed under the Council's Tenancy Management Policy, in line with legislation, regulation and industry good practice operating procedures and responsibilities across the following key areas:

- the commencement of a tenancy
- the tenancy type that will be offered
- tenancy changes and the rules around changing a tenancy
- the approach to reviewing a tenancy
- moving a tenant out, either permanently or temporarily, if work needs to be done or the property is required as part of the regeneration programme
- sustaining tenancies and support
- tenancy enforcement
- tackling tenancy fraud
- ending a tenancy

4.0 Regulatory Standards, Legislation and Approved Codes of Practice

4.1 **Regulatory Standards** – We must ensure we comply with the Regulator of Social Housing's regulatory framework and consumer standards for social housing in England. The new consumer standards were introduced on 01 April 2024 and detail the four consumer standards which landlords are required to comply with, including:

- **The Safety and Quality Standard** – which requires landlords to provide safe and good quality homes and landlord services to tenants. This includes stock quality; decency; health and safety; repairs, maintenance, and planned improvements; and adaptations.
- **The Transparency, Influence and Accountability Standard** – which requires landlords to be open with tenants and treat them with fairness and respect so that tenants can access services, raise complaints, when necessary, influence decision making and hold their landlord to account. This standard incorporates Tenant Satisfaction Measure requirements.
- **The Neighbourhood and Community Standard** – which requires landlords to engage with other relevant parties so that tenants can live in safe and well-maintained neighbourhoods and feel safe in their homes.
- **The Tenancy Standard** – which sets requirements for the fair allocation and letting of homes and for how those tenancies are managed and ended by landlords.

The Social Housing Regulations Act 2023 will change the way social housing is regulated and may result in future changes to this policy.

4.2 **Legislation** - The principal legislation applicable to this policy is:

- The Housing Act 1985, 1988 and 1996
- Localism Act 2011 (England)
- The Housing Act 1996, Part 7 as amended by the Homelessness Reduction Act 2017
- Equality Act 2010.
- Data Protection Act 2018 and contained within the General Data Protection Regulation 2018 (GDPR).
- Defective Premises Act 1972
- Home Loss Payments (Prescribed Amounts) (England) Regulations 2008
- Land Compensation Act 1973
- Landlord and Tenant Acts 1985 and 1987
- Human Rights Act 1998
- Civil Partnership Act 2004
- Health and Safety at Work Act 1974
- The Gas Safety (Installation & Use) Regulations 1998
- British Standard 7671 IET Wiring Regulations
- Control of Asbestos at Work Regulations 2002
- Regulator of Social Housing Compliance.
- Anti-social Behaviour, Crime and Policing Act 2014
- Domestic Abuse Act 2021

5.0 Council properties and Registered Providers

5.1 Properties in management

As of 31 March 2025, the Council is responsible for the management of (TBC) properties, (TBC) of which are housing for older people. There are also (TBC) leasehold properties which are managed under the Leasehold Management Policy

5.2 Garages

The Council has a number of rented garages which can be available to people who make an application to join our garage waiting list. There is a weekly charge which is slightly higher for non-tenants. Garages should be used for the storage of vehicles only. Storage of flammable materials, gas cylinders, chemicals or perishable items is not permitted, and neither is a source of ignition or a gas or electricity supply.

We let garages to applicants from two categories on the waiting list.

Priority is given to categories in the following order:

1. Tenants with a clear rent account and no debt to Gateshead Council.
2. Other residents of Gateshead (including household members of tenants) with no debt to Gateshead Council.

Within each category, applications are prioritised based on the date we receive the application. Please note: Vacant garages will only be offered to other residents where there is no demand from council tenants.

5.3 Registered providers

Gateshead Council partners with a number of registered providers to provide social housing. The Councils Tenancy Strategy places an expectation on registered providers to have their own tenancy policies in place which confirm the tenancies they grant and how they are managed.

6.0 Operating Procedures

Tenancy commencement

6.1 Housing applications

We operate a housing register in which applicants are awarded priority based on reasonable preference and priority need. [View the Allocations Policy.](#)

6.2 Tenancy start date

A tenancy will usually commence on the Monday after the tenancy has been signed by both the applicant and the Council subject to all the moving in property checks.

6.3 New tenant welcome visits

All new tenants will receive a welcome visit within the first eight weeks of their tenancy. This visit is intended to help you settle in, confirm that you have moved in, and ensure you are adhering to the terms and conditions of your tenancy agreement. We will also discuss any support needs you or members of your household may have.

6.4 Rents and service charges

Rents are set annually. Incoming tenants are advised of these at offer and sign up. Existing tenants and leaseholders are given formal notice of any changes to rents or service charges in line with their tenancy agreement or lease. You are expected to pay your rent in accordance with your tenancy agreement. You are obliged to inform us any changes in your circumstances, and this includes extended periods when you will be away. You are expected to use the property as your principal home and absence from the property, especially repeated absences, may affect any benefit claim and may be investigated.

Service Charges are set in line with our [Rent and Service Charge Policy.](#)

If you are required to pay service charges, you will be consulted before the charges are introduced.

6.5 Household composition

The details of who lives with the tenant (household composition) are gathered when you make a housing application and these will be confirmed with you when you sign for a tenancy. If anything changes, you are asked to notify us.

Your home must be the right size for the number of people living in it. When we let council homes we don't allow homes to be too crowded or too empty. If you want someone to move in with you for more than four weeks, you need to ask us first. We'll check who's living in the home during any property checks, and anyone living there without permission **may** be asked to leave.

6.6 Tenancy management information

At the sign-up stage of a new tenancy, it is important to gauge whether you are going to be able to live independently or whether you may need additional support. It is equally important to understand your preferred method of communication. To help with this the following key information will be gathered to make sure you stay safe and well in your new home.

- Whether you prefer to be called, messaged, emailed or sent a letter

- A safe method of communication if safety of the household is an issue
- Your preferred language
- Whether you are visually impaired and your preferred method of communication
- Whether you require audio aids
- Whether you have a support worker or advocate
- Any known medical health or mental health conditions
- Information needed to keep staff safe

Tenure type

6.7 Issuing a tenancy

Tenancies will be issued in the name(s) of the named people on your housing application. If the housing application is a joint application, then the tenancy will be joint and if it is sole, the tenancy will be sole. For properties where there is an age restriction, the tenant will be the one who meets the criteria and may be a sole tenancy if the other person is younger.

6.8 Tenancy determination

A tenancy determination is undertaken during the allocation of a property. We grant the following tenancies:

Tenure	Description
Introductory Tenancy	In almost all cases (except those who are not transferring from an existing social tenancy), you will be granted an introductory tenancy which will convert to a secure tenancy after the initial 12 months.
Secure Tenancy	A long-term tenancy offering greater rights and protections, typically granted after successful completion of an introductory tenancy.
Flexible Tenancy	A short-term tenancy of a fixed period will be granted where the Council needs to make best of stock in larger or adapted properties. These may also where a fixed term tenancy is a condition of housing someone under a homeless scheme. Where a flexible tenancy is going to be granted, we will ensure that this information is made available in advance of signing the tenancy.
Non-Secure occupants	These usually but not always take the form of a licence, rather than a tenancy, and are granted in situations as follows: <ul style="list-style-type: none"> • Temporary accommodation • Service tenancies such as caretakers • Temporary decants • Garages

6.9 Tenancy conditions

The tenancy agreement confers rights and responsibilities to both tenant and landlord. The exact nature of these depends on the tenancy type. The right to assign, succeed a tenancy or buy may be restricted for instance. A tenancy may only be ended by serving the appropriate notices. Variation of a tenancy which the consent of both parties. Please refer to your tenancy agreement to understand your rights and responsibilities.

6.10 Tenancy reviews

A tenancy may be reviewed as required in the following circumstances:

- A tenancy would benefit from some support to sustain it. This may be short term or for longer periods of time if the tenant is vulnerable.
- Tenancy enforcement is needed.
- Formal reviews are required as part of the statutory process around introductory tenancies. A notice is required if the introductory period is to be extended for a further

6 months where the Council feels the tenant has failed to meet the conditions of their tenancy but has not met the threshold for commencing legal possession.

- Formal reviews are required as part of the statutory process around flexible tenancies. Where we decide we will not be renewing the tenancy, alternative accommodation will be provided, where the tenancy comes to an end, and you are not at fault.

6.11 Tenancy appeals

If you disagree with certain decisions made in accordance with your tenancy, for example a decision to extend the introductory period beyond twelve months, you may request an appeal. For decisions in relation to introductory tenancies and fixed term tenancies, this is a statutory requirement.

Please note: Introductory tenants wishing to appeal the decision to extend their tenancy can request a review of the decision to serve an Extension Notice. Information on appeals is provided to tenants at the beginning of their tenancy and at the point where action to extend or end is taken. Tenants have 14 days in which to appeal preferably in writing following service of a Notice. The review will be heard before expiry of the 8-week Notice. Tenants are provided with a Request for a Review Form which is sent out with the Notice, and this sets out how to appeal the decision.

Tenancy changes

6.12 Sole to joint

The Council will allow a sole tenant to add their spouse, civil partner or partner to the tenancy where there is evidence of an ongoing relationship. We will routinely make check to see if the tenant is being coerced into adding someone to their tenancy. Joint tenancies will not be permitted between parent and child or siblings. A new tenancy will be granted with both partners named on the tenancy. This brings the former tenancy to an end and the sole tenant will be made aware of this prior to the termination of the tenancy.

As a sole tenant you can ask for a new joint tenancy to be granted if both parties are eligible to

be on the Housing Register, are not subject to exclusion and the other person:

- Is your husband or wife or civil partner; or
- has lived with you as a partner (cohabited) for the last 12 months; or
- would be offered that property on their own housing application.

6.13 Joint to sole

This is where one joint tenant wishes to remove the other joint tenant from their tenancy, i.e., joint to sole. There are legal implications and the landlord cannot be seen to collude in a breach of tenancy rights. Therefore, you may do one of the following:

- Get the other joint tenant to assign the tenancy over to you in instances where the other tenant also agrees with the proposal
- Obtain a court order transferring the tenancy to you
- If you have extenuating circumstances, provide us with the details. In cases of domestic abuse, you will be referred for support. If we agree to award you a new tenancy, you will be required to surrender your existing one

6.14 Assignments

An assignment can only take place via a deed of assignment and/or a court order. There are three main types:

Assignment type	Description
Assignment by mutual exchange	Where two tenants wish to exchange properties, you must obtain the permission of your landlord and you must have the right to assign. As a landlord we cannot withhold permission unreasonable and where we do so it

Assignment type	Description
	must be in line with the condition set out in Schedule 3 of the Housing Act 1985.
Judicial assignment	Where a court order is obtained transferring the tenancy this is a Judicial Assignment. If the transfer is due to divorce proceedings a deed of assignment supplied by the remaining party's solicitor is required in addition to the court order.
Assignment to a potential successor	If a tenant wishes to transfer their tenancy onto someone while they are alive this is called a living succession or assignment to a potential successor. The same statutory requirements must be met as if the tenant had died. The landlord is obliged to provide the tenant with their change of rights, should they assign their tenancy.

There are legal requirements relating to when you have the right to assign or sub-let your home.

Assignment in general is prohibited however if you are a secure tenant and have not succeeded to that tenancy you may apply to assign the tenancy to a member of your household. Unless they are your spouse or civil partner, the person you wish to assign to must have lived with you for a continuous period of twelve months prior to assigning the tenancy.

Assignment may be allowed in the following circumstances:

- Where the assignee could have succeeded to the tenancy if the tenant had died immediately before the assignment.
- Where the assignment is required to ensure that children are safeguarded under the Matrimonial and Family Proceedings Act 1984. This is where the family home (or tenancy) has been awarded by the court to the parent taking sole responsibility for children.
- The current tenant is transferring for medical or disability reasons and the new home is not large enough for the potential assignee to live there with them.
- The tenant is transferring to another residence that meets their care needs, such as a residential home and the potential assignee is not permitted to join them in their new living arrangements.
- The tenant is going to live with a new partner and the partner's home is not large enough for the potential assignee to live there; or
- The tenant is moving to a different part of the country, and the potential assignee has strong links with Gateshead, for example they work or study here.

If the assignee would not qualify for the property because it is larger than they need or was built or adapted for a person with medical needs or has an age criteria which is not met for this property type they will be made one reasonable offer by way of a "direct let" to enable them to move into another more suitable property.

The current tenant and the potential assignee must meet the requirements on debt, anti-social behaviour and condition of the home.

6.15 The Right to Assignment by Mutual Exchange

Tenants may be entitled to exchange home with another tenant of Gateshead Council, Housing Association or Registered Social Landlord.

An exchange can involve more than two parties.

Council Tenants must have a Secure tenancy. If one party is a tenant of a Registered Social Landlord, they must have an Assured tenancy. If a Council tenant exchanges with an assured tenant, they will become an Assured Tenant.

Tenants can advertise their property for an Exchange using the [House Exchange website](#)

If customers do not have any access to the internet, a Home Exchange application for can be completed and we will help register these applications online.

Tenants can advertise their exchange in the local press, newsagents and supermarkets which would be at the tenant own expense.

Exchanges are subject to the agreement of the landlords(s) consent and can only be withheld for reasons set out in Schedule 3 of the Housing Act 1995.

Why could my exchange be refused?

- You or the person you wish to exchange with has to give up the tenancy under a court order
- You or the person you wish to exchange with has been served with a Notice of Seeking Possession
- An injunction, an Injunction to Prevent Nuisance or Annoyance or a possession order granted on the grounds of nuisance is in force, or court action to obtain such an order or a demotion order is pending against the tenant, the proposed assignee or a person who resides with either of them.
- Your home is large than the needs of the household you wish to exchange with unless like for like.
- Your home has been let to you as a tied tenancy and was allocated to you to carry out your job.
- Your home has been adapted for a person with a physical disability and if the exchange were to go ahead, a disabled person requiring the adaptations would no longer live in the property.
- Your home is one of a group of properties let to people with support needs or a special facility and if your exchange was to go ahead someone needing those services or facilities would no longer be living in the property. This includes sheltered housing and properties normally offered to people with mobility needs.
- Your property is the subject of a management agreement with a RSL and at least half of the tenants of the properties within the agreement are members and the assignee is not willing to become a member.
- Your home is too small for the needs of the household you wish to exchange with and would result in overcrowding or would break the normal letting criteria.
- Your landlord has not granted written permission.
- Your home would normally be let to people over 60 and if the exchange were to go ahead, such a person would no longer live in the property.

The right to exchange can be made conditional on clearance of arrears or resolution of some other breach of tenancy, but no other conditions can be imposed. Gateshead Council must respond within 42 days of receiving a request or the right to exchange will be deemed to have been agreed unconditionally.

6.16 Successions

A succession can only take place where one or both tenants has died. There are five main types:

Succession Type	Description
Survivorship	This is the automatic and immediate transfer of the tenancy to the remaining tenant following the death of the joint tenant. This is a right which is protected in law irrespective of the tenancy type.
Statutory succession	This is the transfer of a sole tenancy to the tenant's partner or other family member following the death of a tenant. For tenancies granted before 1 April 2012 , the family members who are entitled to succeed are listed in s113 of the Housing Act 1985. Other than a spouse or civil partner of the

Succession Type	Description
	deceased, they must prove they lived with the deceased during the 12 months immediately before their death. Where there is more than one qualifying member, we would usually expect the family to decide who that would be, although we may make the decision, if necessary, under the s89(2)(b) of the Act. For tenancies granted on or after 1 April 2012, the statutory succession rule stipulates that only a spouse or partner may succeed unless the landlord has conferred a further right in the term of the tenancy agreement.
Contractual succession	The transfer of a sole tenancy to a qualifying individual following the death of tenant where the landlord has provided enhanced succession rights in the tenancy agreement. Some service tenancies may have a contractual provision on succession.
<i>Devolution by will or intestacy</i>	<i>This is where the tenancy is passed by a sole tenant to a designated individual through their will, or to their next of kin through intestacy. The claimant must meet the succession criteria. Devolution will not transfer the security of tenure of a secure tenancy so there can be no further successions.</i>
Discretionary succession	This is the discretionary grant of a new tenancy to an individual following the death of a sole tenant where there is no right to succeed. This can be applied to any of our tenancy types.

Succession is where you take over a tenancy when the tenant dies. The rules around succession are written in law and clearly state when you are entitled to "succeed" a tenancy. Where reference is made to "partners", this includes same sex partnerships. A succession will only be allowed once, i.e. the tenancy has not previously been succeeded to. The successor must be the tenant's husband, wife, partner or civil partner or another member of the tenant's family. If the person wishing to succeed is not the husband, wife, partner or civil partner, they must have lived with the tenant continuously for the twelve months before their death.

Joint tenancies will not be granted on succession.

If you have the right to succeed the tenancy of a property, which is larger than you need or was built or adapted for a person with medical needs, or there is an age criteria and you do not qualify; we may require you to move to another suitable home by awarding you a "direct let". If you are asked to move to a more suitable property, you will be given notice no sooner than 6 months, but no later than 12 months after the death of the tenant.

If you succeed to the tenancy of a larger property than you need and would prefer to move to a property with fewer bedrooms you may be given a "direct let" under "Best use of Stock". The tenant's husband, wife, partner or civil partner will be given priority over any other member of the family. If you are a joint tenant, then the surviving tenant will automatically be the successor of the tenancy. This succession does count as the only succession allowed as stipulated above and elsewhere in this policy.

In the absence of a husband, wife, partner or civil partner the member of the family who has continuously lived in the home the longest (in excess of 12 months) will succeed to the tenancy.

If the household decide that a different member of the family (who has lived continuously within the home for at least 12 months) should succeed the tenancy, this will be allowed.

The law states that there is only one legal right to succeed to a tenancy. Therefore, if someone has already succeeded to the tenancy a further succession would not be granted.

However, the Council may grant you a new tenancy under certain circumstances as follows:

- You are a partner or relative who has lived in the property for at least the last two years of the tenant's life.
- You have accepted responsibility for the tenant's dependants.
- You have lived with the tenant for at least the last ten years of the tenant's life and were not paying money to the tenant as rent.

In circumstances where you qualify for a new tenancy (as outlined above) but the property is too large for you and you would prefer to move to a smaller home we will offer you an alternative suitable property.

6.17 Succession and best use of stock

Where the accommodation is larger than is reasonably required by the successor or is adapted and the successor has no use for the adaptations, we may seek possession of the property under ground 15A. We will serve a notice, no earlier than six months, and no later than twelve months, after the original tenant's death. We will ask you to complete an application form and allow you to bid for suitable alternative accommodation and may also make you a direct offer. We may only apply for legal possession 10 months or more after the original tenant's death, but we will attempt to find you more suitable accommodation before we bring proceedings.

The table below shows the smallest household size allowed to remain in the property following a succession, a new tenancy upon death of the householder, assignment or a mutual exchange.

Property type	Smallest household size allowed
Bedsit	Single person
One bedroom house, flat or maisonette	Single person
Two bedroom house, flat or maisonette	Single person
Three bedroom house, flat or maisonette	Household of two people Single person subject to criteria * (see below)
Four bedroom house or maisonette	Family with three children or household of five people
Five bedroom house or maisonette	Family with five children or household of seven people

*Single Persons eligibility for a three-bedroom property:

- A single person would not normally be permitted to exchange into a 3 bedroom property
- A single person with a right to succession on the death of the tenant would be permitted to occupy a 3 bedroom property (exceptions below)
- A single person without the right to succession but meeting one of the below criteria may be granted a new tenancy of a 3-bedroom property in which they had been living.
- You are a partner or relative who has lived in the property for at least the last two years of the tenant's life.
- You have accepted responsibility for the tenant's dependants.
- You have lived with the tenant for at least the last ten years of the tenant's life and were not paying money to the tenant as rent.
- However this would not apply to a 3-bedroom 'parlour' type house, when alternative accommodation would be offered instead.

•

Properties set-aside for older people or people with mobility needs, four-bedroom homes and 3 bed parlour type homes.

If the property is larger than you need or was built or adapted for a person with medical needs or has an age criteria, and you do not qualify for this property type you may be made a reasonable offer by way of a 'direct let' to enable you to move into another more suitable property. If you refuse re-housing a final offer will be made to you before legal action is taken to repossess the property.

6.18 Right to Buy

Under the Right to Buy scheme, you can apply to buy your council home if:

- it's your only or main home
- it's self-contained
- you're a secure tenant
- you've had a public sector landlord for a number of years - for example a council, housing association or NHS trust

For details of the scheme visit [Right to Buy - Gateshead Council](#)

6.19 Right to Transfer

The [Right to Transfer under Section 34A of the Housing Act 1985](#) (opens new window) is the right that all Council Tenants have to come together as a neighbourhood, form a not-for-profit organisation and request to take ownership and control of their own homes.

Decants

6.20 Reason for decants

There are occasions when a tenant may have to be relocated from their homes for one of the following reasons:

- Major repairs or improvements that cannot be conducted with the tenant in occupation
- Modernisation programmes
- Sale or demolition
- Emergency (for example fire, flood) rendering the property uninhabitable

6.21 Permanent decants

Here the household is not returning to their original home and is rehoused permanently in a new home. This can happen in line with our Decant Policy for repairs and maintenance but there may also be other reasons by someone requires a permanent decant from their current property. When someone requires permanent decanting, they will be allocated a property to suit their household size and need in accordance with the Council's Allocation Policy.

- Where two decants bid for the same property, priority will usually be given to the one who has had the longest tenancy unless there are extenuating circumstances, or the property is adapted and following professional advice one household need meets the provision better
- If the property you are moving to permanently belongs to another social landlord, we will advise you of any implications to your tenancy rights if this is likely to change
- If you are moving because your home is part of a regeneration programme, you may be given the right to return to a suitable property if this has been agreed in advance. You will be advised at the time if this is going to be a possibility

6.22 Temporary decants

With a temporary decant, the household moves out temporarily whilst the work is done in line with our Decant Policy for repairs and maintenance. On completion of the works, you will return to your home. You will remain a tenant in your current home and remain responsible for the rent. We will ask you to sign a license to occupy in the temporary property which states you will vacate the property once your own home is ready. You will be found a

suitable property to meet the needs of your household. If the move is only up to one month a cash incentive may be offered to stay with friends/relatives, in hotel accommodation or respite care. Cost effectiveness and needs of the tenant will be considered.

- The tenant's furniture and belongings may be left in the permanent home but if this is not practical it will either be moved to the temporary home or stored by prior agreement
- The accommodation may not be an exact match to the tenant's current property but consideration will be given to accessibility, no of bedrooms and location
- The tenant may request to remain in their temporary home this will be considered on a case-by-case basis. If granted it will be treated as a permanent decant however no home loss payment will be granted as their original home was made available for return

6.23 Refusal to move

Every consideration will be given to a tenant where they either refuse to move out of their home; or refuse to return to their home after a temporary decant. However, we have the right to take legal action to repossess the property and this is outlined in agreement. This may be possession, injunction or a warrant of entry depending on whether the decant is permanent or temporary.

6.24 Supporting the tenant

We understand the need to move can cause disruption and anxiety. We are committed to ensuring that this process runs as smoothly and sympathetically as possible. You will be prepared at length in order to assist the move. Financial and practical assistance will be offered, and a support package agreed in advance.

6.25 Homeloss and disturbance payments

Homeloss payments are governed by the Land Compensation Act 1973 and the amount payable is fixed by statute. The payments are intended to compensate for the upheaval and personal upset involved in an involuntary move. Money owed to the Council will be deducted from the payment. Payments are made within three months of relocation and will only be paid to secure tenants who have held their tenancy for a year or more. Homeloss payments apply to permanent decants only.

Disturbance payments will be made to meet any reasonable moving expenses. These will be agreed in advance and for any work required the Council or our nominated contractors will be used, or the tenant will be paid direct on production of receipts. Disturbance payments are paid to permanent decants once and for temporary decants each time they move.

Tenancy sustainment and Support

6.26 Sustaining tenancies

We are committed to helping you maintain your tenancy and offer a variety of ways to support you to achieve this.

This may vary and the list below is just some of the examples:

- a range of proactive visits by your housing officer during the lifespan of a tenancy
- rehousing to prevent continued financial hardship
- a housing support service, covering a range of advice and assistance including rent and income maximisation
- tenant orientated employment projects
- using all our powers to tackle antisocial behaviour
- the garden tidy scheme and other such projects to make it easier for tenants to manage their homes

6.27 Vulnerable residents

Many of our residents may be vulnerable. This may vary from someone with learning difficulties to someone with issues around mental health, or from someone with a visual impairment to someone who is bed bound. We work with all our vulnerable residents and their advocates, supporters, family members and health agencies to ensure they are able to

live happily in their homes, and when and if they need to move on to alternative accommodation, we will work with other departments including social care to make the transition as smooth as possible.

6.28 Supported housing

Gateshead will ensure housing applicants with the need for specific property adaptations or mobility access are identified as part of the assessment process to ensure suitable properties are made available to them during the allocation process.

Equally we also provide some housing for older people. Ideally this is identified as part of the allocation process so that we match the right property to the applicant. A support plan is a mandatory condition for this type of housing.

As people age or are perhaps diagnosed with physical, mental or medical conditions where their housing is having an impact, they will be assessed for medical priority and rehoused to suitable accommodation.

6.29 Failing tenancies

If you are a Council tenant, and your tenancy is failing but has not yet met the threshold for eviction, we will explore all avenues to keep you in your home including referral to support agencies. If moving you is the only way to assist you, we may consider a management transfer. On the rare occasions where this is not possible, we will consider a safe surrender agreement which allows you to be housed under a homelessness prevention duty, but these will be as a last resort.

6.30 Domestic abuse

Domestic abuse can be defined as: 'Any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 and over who are, or have been, intimate partners or family members regardless of gender and sexuality. The abuse can encompass but is not limited to psychological, physical, sexual, financial, emotional'.

In accordance with the Domestic Abuse Act 2021, when managing a planned move into new accommodation and where a tenancy has been ended for reasons connected to domestic abuse, we will grant a new secure tenancy in circumstances where you previously had a secure tenancy but were forced to leave your previous home.

Tenancy enforcement

6.31 Tenancy audits

Officers will visit residents for a range of reasons, both in response to customer service requests and as part of the proactive planned visits outlined in this policy. Officers will audit tenancies as part of these visits.

The Council undertake proactive tenancy audits to check on properties and will provide support and advice to tenants. Officers assess the following information when prioritising who to visit:

- Rent debt and former tenants' arrears
- Involvement in cases of anti-social behaviour (ASB)
- Property condition concerns
- Untidy garden reports
- Lack of contact from household
- Vulnerabilities in the household
- Overcrowded households

We use these visits to determine whether the people living in the property match our records. As your landlord, we are legally obliged to know who is living in our properties at all times, and if an illegal occupant is identified, we will take the appropriate remedial tenancy action.

6.32 Tenancy fraud

We are committed to tackling fraud at all levels. We recognise the importance of multi-agency working and use a number of key methods for prevention including using data

analysis, working with our partners, sharing information as appropriate and credit reference agency.

Tenancy fraud is when people are living in our homes without the right to do so or make false statements to get a tenancy and for example when making an application to buy a council home. It's against the law and a breach of your tenancy agreement. It also denies homes to those most in need.

The different types of tenancy fraud are:

- Obtaining housing by deception - where a person gets a home by giving false information on their housing application.
- Giving false statements about your personal circumstances
- Illegally occupying a home or not telling us about moving
- Unlawful subletting - where a tenant rents out their home without our knowledge or permission. Illegally subletting a council home is a criminal offence. If you suspect someone is illegally subletting or wrongly claiming for a tenancy
- Wrongly claimed succession - where a resident dies and someone without entitlement tries to take over or succeed to the tenancy.
- Giving false information in a Right to Buy application.
- Key selling - where a resident is paid to pass on their keys in return for a one-off payment.
- Unlawful assignment - where a resident stops using their tenancy as their main home and allows another person to live there without our permission.

We carry out regular tenancy checks to make sure that the right people are living in our properties, this could be with or without notice. We work with other social landlords and statutory agencies to detect fraud. We check all applications for housing, assignment, succession, mutual exchange and Right to Buy, to make sure that they are correct.

Report suspected tenancy fraud

If you suspect that someone is committing tenancy fraud, such as illegally subletting their council home, please report it, giving as much detail as you can. We would like to know about it. We will take action to end and prevent tenancy fraud.

If there is evidence of any type of Tenancy Fraud then legal action can be taken, in serious cases we can recover the home and end tenancies and anyone committing tenancy fraud can be subject to criminal proceedings.

6.33 Demotion of a secure tenancy

Legislation allows for the demotion of secure tenancies where security of tenure is suspended by a Demotion Order issued by a court. It is used where a tenant persists in breaching the terms of their agreement, but where we cannot make a case for possession. It requires substantial evidencing in much the same way as we would need to do if it were processing a case for possession. We undertake consistent and sometimes protracted periods of monitoring as a prerequisite to place before a judge when applying for a Demotion Order.

6.34 Legal action and possession

As a landlord we may have to take legal action against you which may take the form of an injunction, prohibition order or as a last resort possession of your home. We cannot simply enter your home; we may only do so with a court order or a warrant following legal action. We will do everything possible to work with you including:

- dealing with all complaints
- practical arrangements to clear rent arrears
- assistance from our housing support service
- we will take early and preventative action where possible

- we will safeguard vulnerable residents when considering action

Tenants evicted by us are likely to be treated as intentionally homeless under the homeless legislation. You may find it difficult to be considered for rehousing and we would urge you to work with us before this happens.

6.35 Antisocial Behaviour

Antisocial Behaviour (ASB) can include a wide range of nuisances, disorder and crimes which affects people's lives on a daily basis. It can feel and look different in every area and to every victim. What might be considered anti-social by one person, might be considered acceptable to another. The Home Office describes ASB as 'any aggressive, intimidating or destructive activity that damages or destroys another person's quality of life'.

As a Council we are committed to working with our tenants and our partners to address all forms of ASB. Our ASB Policy lays out our approach to tackling this behaviour, and we will work with the police and other agencies to safeguard victims and take the necessary action against perpetrators. For neighbourhood issues that are not classed as ASB, our Good Neighbourhood Management policy highlights which matters this includes and different remedies and approaches that we can use to alleviate the highlighted issues.

Ending your Tenancy

6.36 Tenancy end reason

Tenancies end for a variety of reasons:

- you surrender your tenancy
- you transfer to another property
- the sole tenant dies
- the sole tenant moves into residential care or a hospice
- you are evicted
- you abandon your home

In all cases, there will be a notice you either serve on us or we serve on you. Your tenancy agreement will have a clear description on what to do where you wish to serve notice. The Council may only serve notice under one of the grounds for possession or serve a notice to quit where the tenancy has been rendered insecure or abandoned.

6.37 Tenancy end date and giving Notice

The tenancy will end in line with the serving of a notice period and the return of the keys. Most notice periods are 28 days and handing in keys earlier may not bring the tenancy to an end any earlier. Where the notice period has expired and the keys have been returned, the tenancy will end the Sunday immediately after. If entry must be forced, the tenancy will end the Sunday after. If the keys have not been returned and the notice period expires, a use and occupation will be charged.

If you are transferring from another Council property or a property belonging to a Registered Provider, a shorter notice period may be considered.

6.38 Pre-termination visits

When a tenant terminates their tenancy or wins a bid to transfer their tenancy, we carry out an inspection of their property, this is known as a pre termination inspection. This is to make sure there is no tenant damage. Where this is identified, you will be expected to rectify it. If you fail to do so, we will repair it and recharge you the costs. In some cases where the damage is extensive, we may prevent you from moving to another council property.

6.39 Belongings left in the property

You are expected to clear your belongings before you return the keys. If you leave belongings behind, we may serve a notice under the Torts (Interference with Goods Act) 1977. This allows us to remove and/or dispose of these belongings. The cost of doing so may be recharged to you.

6.40 Management of empty properties

The Council has an obligation to ensure that empty properties are identified, repaired and re-let as soon as possible to those with housing needs with minimal void loss and security and repair costs.

6.41 Former tenant debt

We will make every effort to recover all rent arrears prior to the end of a tenancy. However, once the tenancy has ended, any arrears and recharges will be dealt with as former tenant debt.

6.42 Abandoned properties

We recognise that tenants may be away from their homes for an extended period for several reasons. If the tenant is going to be away from their home and not return for 28 days or more, they must do the following before they leave:

- Inform us you will be away from home
- Make your home safe and secure for the time you are away
- Provide emergency contact details
- Inform us of arrangements you have made to pay the rent

Where we believe that the tenant may have abandoned the property (including anonymous notification) we will carry out investigations and try to locate the tenant. Where we are unable to do this, we will serve a Notice to Quit and take possession of the home as per our abandonment procedure.

7.0 Data and Records

Gateshead Council, collects, holds and processes a considerable amount of information, including personal information about the tenants and residents it serves, to allow it to provide services effectively the council recognises that this information is important to tenants and residents and that it is responsible to tenants and residents for the information it holds about them. As such, it takes seriously its responsibilities under the General Data Protection Regulation and the Data Protection Act 2018. Gateshead Council is the processor for the information which it collects holds and processes. This means that the Council must look after all the personal information which it collects and uses and make sure that this is done so proportionately correctly and safely

In addition, Gateshead Council collects and processes personal information to allow it to allocate homes and to manage and improve its services. This may involve sharing your personal data with other organisations that are contracted to carry out services on its behalf. This includes services to you such as repairs but also services to the Council such as fraud detection provided by credit reference agencies and the police. It also includes other services provided by organisations such as the police and the fire. These organisations are obliged to keep your personal information safe and secure. The Council may pass on certain personal information to other organisations (such as local authorities, the courts, or the police) where this is requested or the Council has a legal requirement to do so such as during a criminal investigation

Gateshead Council will ensure personal information of all tenants (new, existing and former) is:

- stored lawfully
- processed in a fair and transparent manner

- collected for specific, explicit and legitimate for the purpose
- kept up to date and held only until it is no longer required
- shared only with other organisations for legitimate processing, the prevention of fraud or with the person's explicit consent
- A tenant's express consent is obtained to deliver a tenancy management service during the completion of the sign-up process.

8.0 Tenant Engagement

Gateshead Council's Resident Influence Panel were invited to take part in focus groups to review the approach outlined in this policy. The policy was then consulted upon with the whole tenant base through our consultation portal for a 4-week period where responses were analysed and fed into the final ratified version.

9.0 Implementation and Training

The Tenancy Management Policy builds on existing processes and procedures in the area of tenancy management. All relevant housing teams are continuously trained and guided to deliver the approach outlined in the Policy.

10.0 Performance Reporting

All housing officer related tasks have associated performance management dashboards which are reviewed by relevant managers on a regular basis to ensure that officers are adhering to the Tenancy Management Policy. This information is then reported at various intervals and summarised in the Annual Tenancy and Estate Management report which is reported to the Housing Portfolio holder.

11. Quality assurance

Gateshead Council is committed to delivering a high standard of tenancy management through continuous improvement and robust quality assurance processes. We will regularly review our policies, procedures, and service delivery to ensure they remain compliant with legislation, regulatory standards, and best practice. Internal audits, peer reviews, and tenant feedback will be used to monitor performance and identify areas for improvement. Where issues are identified, corrective actions will be implemented promptly. Staff will receive ongoing training to maintain consistency and quality in service delivery, and performance will be benchmarked against sector standards to ensure accountability and transparency.

12.0 Approval

Strategic Lead: **Strategic Director** _____

Name: _____

Signed: _____

Date Approved: _____

Strategic Lead: **Service Director** _____

Name: _____

Signed: _____

Date Approved: _____

- **13.0 Glossary**

This glossary defines key terms used throughout this policy:

Tenancy Agreement: A legal contract between the tenant and Gateshead Council outlining the rights and responsibilities of both parties.

Introductory Tenancy: A probationary tenancy granted to new tenants, typically lasting 12 months before converting to a secure tenancy if no issues arise.

Secure Tenancy: A long-term tenancy offering greater rights and protections, typically granted after successful completion of an introductory tenancy.

Flexible Tenancy: A fixed-term tenancy granted in specific circumstances, such as for larger or adapted properties.

Non-Secure Tenancy: A temporary tenancy arrangement, often used for emergency accommodation, decants, or service tenancies.

Succession: The legal process by which a tenancy is passed to another person following the death of the tenant.

Assignment: The transfer of a tenancy from one person to another during the lifetime of the tenant, subject to legal and policy conditions.

Decant: The temporary or permanent relocation of a tenant to another property due to repairs, regeneration, or other operational needs.

Tenancy Audit: A review conducted by officers to verify occupancy, assess property condition, and identify support needs or tenancy breaches.

Tenancy Fraud: Any deliberate misrepresentation or misuse of a tenancy, including subletting, abandonment, or false information.

Discretionary Succession: A non-statutory grant of a new tenancy to a person who does not have a legal right to succeed but meets specific criteria.

Direct Let: A housing allocation made outside the standard bidding process, often used in succession, decant, or management transfer cases.

Thrive Agenda: Gateshead Council's strategic framework focused on fairness, community support, and sustainable growth.

ASB (Anti-social Behaviour): Behaviour that causes nuisance, alarm, or distress to others, including noise, harassment, and criminal activity.

Demotion Order: A legal order that reduces a secure tenancy to a less secure form due to serious tenancy breaches.

Void Property: A property that is currently unoccupied and awaiting re-let

• **14.0 Detailed contents list**

6.1 Housing applications 7

6.2 Tenancy start date 7

6.3 New tenant welcome visits 7

6.4 Rents and service charges 7

6.5 Household composition 7

6.6 Tenancy management information 7

6.7 Issuing a tenancy 8

6.8 Tenancy determination 8

6.9 Tenancy conditions 8

6.10 Tenancy reviews 8

6.11 Tenancy appeals 9

6.12 Sole to joint 9

6.13 Joint to sole 9

6.14 Assignments 9

6.15 The Right to Assignment by Mutual Exchange 10

6.16 Successions 10

6.17 Succession and best use of stock 11

6.18 Right to Buy 14

6.19 Right to Transfer 14

6.20 Reason for decants 14

6.21 Permanent decants 14

6.22 Temporary decants 14

6.23 Refusal to move 15

6.24 Supporting the tenant 15

6.25 Homeloss and disturbance payments 15

6.26 Sustaining tenancies 15

6.27 Vulnerable residents 15

6.28 Supported housing 16

6.29 Failing tenancies 16

6.30 Domestic abuse 16

6.31 Tenancy audits 16

6.32 Tenancy fraud 16

6.33 Demotion of a secure tenancy 17

6.34 Legal action and possession	17
6.35 Antisocial Behaviour	18
6.36 Tenancy end reason	18
6.37 Tenancy end date and giving Notice	18
6.38 Pre-termination visits	18
6.39 Belongings left in the property	18
6.40 Management of empty properties	19
6.41 Former tenant debt	19
6.42 Abandoned properties.....	19

DRAFT