

TENANCY MANAGEMENT POLICY

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1. Policy Statement

1.1. This Tenancy Management Policy sets out the:

- type of tenancies the council gives, including introductory tenancies
- circumstances where the council will give a tenancy of a particular type
- length of any fixed-term tenancy given by the council
- circumstances the council may or may not give another tenancy on the expiry of the fixed-term tenancy in the same or a different property
- ways a tenant or prospective tenant may appeal against or complain about the length of any fixed-term tenancy offered and the type of tenancy offered, or about a decision not to grant another tenancy on the expiry of the fixed-term tenancy
- policy on taking into account the needs of vulnerable households, including giving tenancies which provide some greater stability
- where tenants can seek advice in finding alternative accommodation in the event that the council decides not to grant another tenancy
- policy on giving discretionary succession rights, taking into account the needs of vulnerable households and members.

1.2. This policy supports and complements the Council's Tenancy Strategy. It should be read in conjunction with the Tenancy Strategy and other Newham Council housing policies such as the Housing Allocation Scheme.

2. Policy Objectives

2.1. The Council's objectives are to:

- provide an efficient housing management service
- support tenants by giving clear information and help that meet their needs to sustain their tenancies and to help them meet their responsibilities
- maintain standards to ensure that we fulfil our duties and that our tenants stick to the terms of their Tenancy Agreement, including supporting safe and harmonious communities
- deliver equality and inclusion through all aspects of tenancy management, to meet the terms of the Equality Act 2010 and guidance issued, and to meet the Public Sector Equality Duty, which applies to the Council

- safeguard vulnerable residents by knowing our tenants and their needs and working with them and others to keep them safe and to sustain their tenancies..

3. Policy Scope

- 3.1. This policy applies to all housing stock owned and managed by the Council and to current tenants, occupants and prospective tenants of these properties from the start to the end of a tenancy and all the stages in between, which includes management by type of tenure.
- 3.2. The policy also covers Council tenancies in stock managed for the Council by any Tenant Management Organisation (TMO) or through Private Finance Initiatives (PFIs).
- 3.3. .

4. Types of Tenancy

- 4.1. The tenant will generally have one of either two types of tenancy:
 - **Introductory Tenancy**
 - **Secure Tenancy.**
- 4.2. The type of tenancy the tenant has depends on their circumstances and on the law. It will also affect the tenant's rights, with the Introductory Tenancy not being secure, but which may lead to a Fixed term or Secure Tenancy if all of the conditions are met by the Introductory Tenant
- 4.3. The tenant can find out about the type of tenancy they have by looking at the Tenancy Agreement signed at the start of their tenancy, which explains this.
- 4.4. All tenants must sign a Tenancy Agreement. A Tenancy Agreement is a contract between a Landlord (in this case the Council) and the Tenant. The tenancy agreement sets out what the Council, the Landlord, will do and what the Tenant must do to meet their side of this legal agreement.

Introductory Tenancy

- 4.5. An Introductory Tenancy is a 'probationary' tenancy for 12 months, if the new tenant has not been a council or housing association tenant at another property before their tenancy started. It is not secure, but may lead to a Secure Tenancy.
- 4.6. After the first 12 months the tenant may become a secure Fixed-term Tenant as long as they have met the conditions of their Introductory Tenancy.
- 4.7. An Introductory Tenant may not:
 - exchange their home with any Council or other tenant
 - exercise the Right-to-Buy (but time spent as an Introductory Tenant may count towards any applicable Right-to-Buy discount in future)

- take in lodgers or make any sub-letting arrangement.
- 4.8. If the tenant breaches the Conditions of Tenancy, the Council may more easily evict them, than if they breached their conditions as a Secure Tenant. This is because an Introductory Tenant has less rights than a Secure Tenant.
- 4.9. An Introductory Tenant may be evicted more easily for things like rent arrears and Anti-social Behaviour, because the Council does not have to prove the breaches in court, they simply have to follow the correct legal process.
- 4.10. The Council may issue a Notice of Proceedings for Possession (NoPP), but the tenant has the right to request a review of this decision, and the Council will provide details when the notice for possession is served.

Fixed-term Tenancy

- 4.11. If the tenant has a Fixed-term Tenancy (sometimes referred to as a 'flexible tenancy') they have the rights of a secure tenant for the period of the tenancy only.
- 4.12. The tenant's Fixed-term Tenancy will usually last no less than five years and may be granted following a successful Introductory Tenancy.
- 4.13. Before the Fixed-term Tenancy ends the Council will decide whether to grant the tenant a Secure 'lifetime' Tenancy, but this may not be offered if there have been breaches of the Conditions of Tenancy.
- 4.14. If the Council decides not to grant another tenancy on the coming to an end of the Fixed-term tenancy, it will serve notices on the tenant before their tenancy is due to end explaining the reasons for this decision and seeking possession of the property. It may be necessary for the Council to go to court to obtain a Possession Order and evict the tenant.
- 4.15. The Fixed-term Tenant has the right to request a review of the Council's decision not to grant another tenancy and seek an order for possession and details of this right will be provided when notice is served.

Secure Tenancy

- 4.16. As a Secure Tenant the tenant has the right to stay in their home for the rest of their life if they do not break the tenancy conditions.
- 4.17. The tenant also has the right to be consulted on any changes to the Conditions of Tenancy, which are part of their Tenancy Agreement.

Joint and Sole Tenancy

- 4.18. Where a joint application was submitted for housing, a Joint Tenancy will be issued at the point of a new letting. If the application for housing was made in one person's name a Sole Tenancy will be issued.
- 4.19. The tenant is a Sole Tenant if only one tenant is named on the Tenancy Agreement. That sole person is the only legal tenant, even if other people live in the property with them and that Sole Tenant is responsible for all aspects of the property and meeting the Conditions of Tenancy.

- 4.20. A Joint Tenancy is where two people are named on the Tenancy Agreement as tenants.
- 4.21. Joint Tenants both enjoy all the rights and responsibilities, including for rental payments, set out in the Conditions of Tenancy. They share responsibility for making sure the Conditions of Tenancy are met and have equal rights to stay in the tenancy until it is ended by either one of them or the Council.
- 4.22. If one Joint Tenant formally ends the tenancy, the tenancy comes to an end - even where the other joint tenant has not asked to end the tenancy.

Joint Tenancy to Sole Tenancy

- 4.23. If one of the Joint Tenants no longer lives at the property this does not mean that their tenancy has ended because a Tenancy continues until it is legally ended by the Landlord or by the Tenant(s).
- 4.24. If two tenants have a Joint Tenancy and the relationship breaks down, the Council will not decide who stays in the property; the tenants need to agree between themselves or ask a court to decide the matter.
- 4.25. If the tenants are divorcing or ending a civil partnership they can apply to the court to transfer the tenancy to one of the joint tenants, but the Council may advise that independent legal advice is sought.
- 4.26. Both tenants will remain 'jointly and severally liable' for the tenancy until it ends. This means that the tenant who has left the property will still be responsible for any rent and charges due after they have left.
- 4.27. The tenant/s should contact their housing officer to discuss the options to find out whether or not they can be granted a new sole tenancy, and the tenant/s must keep the Council informed.

Sole Tenancy to Joint Tenancy

- 4.28. The Council will consider offering a Joint Tenancy only to a husband, wife, civil partner or partner, and the Council does not offer joint tenancies to other persons who may be living together. The new joint tenant must not own another property elsewhere.
- 4.29. If the new proposed joint tenant has not previously held a social tenancy elsewhere the Council may offer any new tenancy as an Introductory Tenancy.
- 4.30. Persons wishing to be joint tenants will need to have lived together for at least 2 years and provide valid evidence of this, verifiable by the Council. To be considered for a joint tenancy the tenant will need to notify the Council in writing that their potential joint tenant is living permanently at their address. The 2-year period begins when the tenant informs the Council in writing that the person is now living permanently at their address and this can be verified by the Council.
- 4.31. In deciding whether to grant a new joint tenancy the Council will look at a number of things, such as whether the existing tenant:
 - has already succeeded to their tenancy

- has paid the rent and charges for the property.
- 4.32. The tenant can obtain more information from their Housing officer and in the event of any refusal by the Council, the reasons will be given in writing.
- 4.33. Joint Tenants both have equal rights to stay in the property, until the tenancy has ended, and the Council may advise that independent legal advice is taken before a tenant seeks to establish a joint tenancy.

Conditions of Tenancy

- 4.34. The Conditions of Tenancy include the tenant's rights and responsibilities which are explained in detail when the tenancy starts. This ensures that all tenants understand their rights and responsibilities and also allows officers to identify any additional support needs, not already identified.

5. Tenancy Support and Sustainment

Support to help the tenant maintain their tenancy

- 5.1. Tenants who have been assessed as having a housing-related support need may be eligible for targeted, time-limited support to manage their tenancy. The support focusses on managing the tenant's home and tenancy, paying bills, finding employment and managing health. It does not include personal care.

Domestic abuse and sexual violence support

- 5.2. If a tenant needs to move to alternative accommodation, such as a refuge or temporary accommodation as a result of domestic abuse, they should inform their housing officer.
- 5.3. Tenants should not give up their tenancy without advice from their housing officer. If they do, they could end up with no home and no right to a further tenancy. Tenants are also advised to seek independent legal advice before giving up any tenancy.

Tenancy audits

- 5.4. The Council checks council homes to make sure that they are occupied by the right tenants and that the terms and conditions of the tenancy are being met.
- 5.5. Tenancy audits are visits to properties to ensure that the property is safe and being occupied in accordance with the tenancy terms and conditions. It is mandatory for tenants to allow the visit to take place. More details on the Council's approach to tenancy audits can be found in the Tenancy Audit Policy published online.
- 5.6. All tenancy agreements insist that the property is the tenant's only home. If this is not the case, or if the tenant has sublet the property to someone else, the tenant may lose their status as a Secure or Introductory Tenant and the Council may bring the tenancy to an end.

Sub-letting and lodgers

- 5.7. Sub-letting an entire Council property is illegal.
- 5.8. Tenants have the right to sublet part (but not all) of their home but only if they have the Council's written permission. To sub-let part of the home means that someone (a sub-tenant) pays the tenant rent but lives separately from the rest of the tenant's household.
- 5.9. A lodger is someone who pays the tenant rent and shares their home and facilities. There are legal differences between a sub-tenant and a lodger so the Council advises that tenants notify and speak with their housing officer and obtain independent legal advice before they rent out a room in their home.
- 5.10. The tenant must continue to live in their home, and it must be their principal (main) residence. If the tenant does not continue to live in their home, they will be illegally subletting and the Council will take action to repossess their home.
- 5.11. Permission to rent out part of a tenant's home will be refused if the arrangement would make the tenant's home overcrowded. Tenants must also notify the Council when a new occupant moves into their home, by sending the housing officer details of:
 - the name, age and sex of the person(s)
 - the previous address of the person
 - details of any meals or other services that the tenant will provide
 - the rent or lodging charges that the person will pay.
- 5.12. The tenant cannot rent out any part of their home if the tenant lives in sheltered accommodation or the tenant is an introductory tenant.
- 5.13. The tenant is responsible for the behaviour of anyone living in their home, including occupants outside of their household. If occupants breach the conditions of tenancy, enforcement action may be taken against the tenant.
- 5.14. If the tenant applies for a transfer, anyone renting part of their property will not be considered as part of the tenant's household.
- 5.15. It is the tenant's responsibility to declare any income they receive for both tax and benefits' purposes.

6. Succession

Who can succeed to a tenancy?

- 6.1. In the event of a tenant's death, sometimes another family member may be entitled to succeed to the tenancy.
- 6.2. When a tenant dies, a husband, wife, civil partner or other family member may have the right to take over the tenancy, if they have been living in the property as their only or principal home. The legal term for this is Succession.

- 6.3. A tenancy that started before April 2012 can be succeeded to automatically by a tenant's husband, wife or civil partner, if they were living with the tenant (as their only or principal home) at the time of their death. If there is no spouse or civil partner, the tenancy may pass on to a family member, including a partner, only if they have been living at the property (as their only or principal home) continuously for the 12 months before the tenant died. Family members include:
- unmarried heterosexual or same sex partner
 - grandfather/grandmother
 - father/mother
 - brother/sister
 - uncle/aunt
 - nephew/niece
 - son/daughter
 - stepson/stepdaughter
 - adopted child
 - grandson/granddaughter.
- 6.4. Family members under the age of 18 may succeed to a tenancy. However, in such cases, a trustee would need to be agreed with the Council to hold the tenancy in trust.
- 6.5. For a tenancy that started from or after 01 April 2012 the legal right to succeed the deceased tenant is limited to:
- husband/wife
 - civil partner (and the partnership must be registered under the Civil Partnership Act 2004)
 - persons who were cohabitants, living with the tenant as if they were a married couple or civil partners.
- 6.6. The person applying for succession must have occupied the property as their only or principal home at the time of the tenant's death.

Where succession is not allowed

- 6.7. A succession cannot take place if, the:
- deceased tenant had previously succeeded to the tenancy (including a person who was joint tenant and became a sole tenant after the other joint tenant died)
 - tenancy had previously been assigned, which includes assignment by Mutual Exchange or a Property Adjustment Order being in place under the Family Law Act 1996
 - deceased tenant had been living alone
 - deceased tenant had left the property and was not using it as their only home

- deceased tenant had left the property and been admitted to hospital or a residential home for long-term care or treatment
- Council has been granted a Possession Order which ended the tenancy
- applicant for succession is unable to prove that they are a family member or that they live/had lived at the address.

If more than one person has the right to succeed

- 6.8. Only one person may take over the tenancy.
- 6.9. If there is a Joint Tenant, they will usually succeed the tenancy.
- 6.10. Where more than one person applies for succession and there is no remaining joint tenant, priority goes to the tenant's spouse or civil partner.
- 6.11. If there is no spouse or civil partner who qualifies, the family members must decide between them who will succeed. The Council will not decide this, and the applicant/s should take independent legal advice if they cannot decide this themselves.

Applying for a succession

- 6.12. The deceased tenant's housing officer will inform household members whether they have the right to succession, but even where this is accepted it may not be at the same property.
- 6.13. In the absence of the information required to satisfy the Council of the facts of the situation, or if the occupant/prospective tenant refuses to attend or agree to any necessary interviews, the Council may reach a negative outcome on the application for succession.
- 6.14. If the application to succeed to a tenancy is successful, the Council will confirm this in writing.
- 6.15. The tenancy may then be backdated to the date immediately after the former tenant's death.

Moving to a smaller property

- 6.16. If the application to the succession is successful, and the property has more bedrooms than are required by the applicant, they may need to move to a smaller property.
- 6.17. When deciding the applicant's housing need, the Council will not be able to consider other people, including children, who may merely visit or stay temporarily at the property.
- 6.18. If the occupant/prospective tenant has to move out, despite a successful application to succeed to a tenancy, the Council may offer the new tenant a property that properly meets their needs, albeit at a different address.
- 6.19. The Council will take into account the areas where the occupant/prospective tenant would prefer to live, but the Council cannot guarantee any specific area for any agreed re-housing due to the low number of properties that become available to let generally in the borough and their location.

Moving out of an adapted property

- 6.20. The Council will also require that the occupant/prospective tenant moves out if they are living in a home that is accessible or adapted for a disabled person but there is no longer anyone in the household that requires this type of accommodation.

Refusing an offer of an alternative property

- 6.21. The high demand for social housing in Newham is generally well-known and this is one reason smaller households may have to move to smaller homes, along with the Council's duties to make best use of its stock and the way that the benefits' system is organised with regards to under-occupation of dwellings.

- 6.22. If the applicant remains in the property and refuses the Council's offer of a suitable home the Council may be compelled to start legal action and apply for a Possession Order in the County Court.

Not succeeding to the tenancy

- 6.23. If the person applying for succession lives at the property but does not succeed to the tenancy, they will be required to move out of the property and find their own accommodation. The Council can provide advice to any household members who do not succeed to a tenancy about their housing options.

Discretionary Tenancies

- 6.24. Where there is no legal right to succession, and then only occasionally and in exceptional circumstances, the Council may offer a discretionary tenancy to an applicant or household under the Council's Housing Allocation Scheme.

- 6.25. The occupant/prospective tenant may be assisted with their housing if they:

- are named on the tenancy agreement
- have lived with the tenant for a significant number of years
- have no other housing alternatives.

- 6.26. The occupant/prospective tenant will also need to meet at least one of the following criteria:

- someone identified as vulnerable (as defined by current homelessness legislation and any relevant guidance) and a move will cause hardship
- they have dependent children, and a move will cause hardship
- someone who has been living with the deceased tenant continuously for 20 years or more and will face hardship in securing alternative accommodation

- a live-in carer of the deceased tenant who has received their carers' allowance and lived with the tenant for 5 continuous years prior to the tenants' death, if the carer has no other housing options.
- 6.27. If the applicant meets the above criteria and the home meets the occupant's needs, they may be offered the tenancy of the property, otherwise they may be granted the offer of a property elsewhere.
- 6.28. While the Council considers the applicant's situation and whether to grant a discretionary tenancy, the rules which apply to the use and occupation of the property are that:
- the occupant/prospective tenant must pay charges for living at the property while the Council considers the application for a Discretionary Tenancy
 - if the occupant/prospective tenant does not make payments and falls into arrears the Council may end the assessment and refuse to consider the request further
 - if the occupant/prospective tenant does not qualify for a tenancy, or falls into arrears, they will need to leave the property as soon as possible.
- 6.29. If those remaining in occupation after a discretionary tenancy has been refused do not move out within a reasonable time, the Council will start legal action to remove them and take back the property.

7. Ending a Tenancy

- 7.1. If a tenant wants to move out of their rented council home, they must send the Council a 'Notice to Quit' to tell the Council that they wish to end the tenancy. This is a legal document available from the Housing officer and must be filled in correctly or the tenant may not be able to end the tenancy at that time and may still be liable for rent and charges.
- 7.2. The Council must receive the tenant's Notice to Quit at least four weeks before the tenant wants the tenancy to end. This is known as a 'notice period'.
- 7.3. The tenancy will end on a Monday. The tenant can move out at any time up until that date, but the tenant must agree the moving-out date with the Council first. The tenant will not be able to stay in the property after that date.
- 7.4. When the tenant leaves, they must give 'vacant possession', which means that the tenant must leave the property:

- clean
- clear of furniture, anything else the tenant owns and all rubbish
- with no people or pets still living there.

7.5. If the tenant does not leave the property clean and clear, the Council will charge the tenant for the cost of cleaning and clearing out the property.

7.6. When the tenant leaves, they must:

- leave the house clear of all personal items and belongings and any rubbish
- sweep, mop and clean all rooms and ensure all windows are clear
- clean all cupboards, surfaces, bathroom suite, kitchen sink/s, etc.
- leave the garden in good order, with trimmed plants and mown lawns
- close and lock all windows, mortice locks, the back-door and any garden gate/s
- leave any curtains, net curtains and other fixtures and fittings that were originally provided by the landlord
- return all sets of property keys back to the Council on the same day
- not leave any sets of spare or other keys with neighbours, carers, friends or relative, etc.
- record and provide water, gas and electricity meter readings to the Council
- provide the Council with a valid forwarding address.

8. Review, Appeals and Complaints

8.1. The tenant has the right to review a decision to end or extend an Introductory Tenancy.

8.2. Before the fixed-term period of a tenancy starts the tenant has a right to a review of the length of the term of the tenancy.

8.3. The only ground for review is that the Council has departed from its Tenancy Strategy in offering a term inconsistent with the Council's policy.

8.4. Where the Council decides not to grant a new Secure Tenancy and will seek possession at the end of the Fixed-term Tenancy, there is a right of review against the Council's decision not to renew.

8.5. Any review must be carried out by an officer not involved in the original decision and that person must also be senior to the decision-maker.

- 8.6. The applicant has the right to opt for an oral hearing, to be represented if he or she chooses, and will receive written notice of the oral hearing.
- 8.7. There is no right of internal appeal against any decision on review. Any person wishing to challenge decisions made under the policy must do so via the **Council's complaints procedure** ([Make a complaint – Make a Complaint – Newham Council](#)).

9. Equality, Diversity and Inclusion

- 9.1. This policy supports the Council's commitment to equality and ensuring all residents are treated favourably and without unlawful discrimination.
- 9.2. The Council has duties under the Equality Act 2010 to help those who are most vulnerable, including older people, disabled people and children. The Council will work to ensure that no council tenant or member of their household is treated less favourably because of any protected characteristic. These groups are protected under equalities legislation. Newham also recognises socio-economic deprivation, poor health and care leaver status.
- 9.3. Some decisions involving tenants may also be subject to an individual Equalities' Impact Assessment (EqIs). This is especially important for cases of enforcement, repossession and prosecutions, to consider and mitigate equalities' implications and prevent unlawful discrimination.

10. Data Protection

- 10.1 This policy is delivered in line with the Council's policy on managing personal data. More information on managing personal data can be found here: <https://www.newham.gov.uk/contact-information/processing-personal-data-privacy-notice>

11. Legal and Regulatory Framework

- 11.1 This policy complies with the relevant legislative and regulatory framework set out in the following areas:

Legislation

- Protection from Eviction Act 1977
- Landlord and Tenant Act 1985
- Children Act 1989 and 2004
- Housing Acts 1985 and 1996
- Equality Act 2010
- Localism Act 2011

- Secure Tenancies (Victims of Domestic Abuse) Act 2018
- Domestic Abuse Act 2021.

Regulation

- Flexible Tenancies (Review Procedures) Regulations 2012
- The Regulator of Social Housing's Tenancy Standard'
- Pre-Action Protocol for Possession Claims by Social Landlords (HMCTS)
- Social Housing (Regulation) Act 2023.

11.2 This Tenancy Management Policy has been produced in line with the Council's Tenancy Strategy which was approved by Cabinet in 2013. (See: [Decision - Introduction of the Newham Tenancy Strategy – Newham Council](#) for further details).

12. Reviewing This Policy

12.1 This Tenancy Management Policy will be subject to regular review to consider and address any legislative, regulatory, best practice or operational issues.

13. Policy Author

Name	Role	Service area and Directorate	Date
Robert Johnson	Housing Policy Officer	Housing Strategy & Partnerships, Housing & Inclusive Economy	December 2025

APPENDIX A – POLICY RECORD

Procedure approval process	The procedure was approved at Cabinet Accountability Portfolio Meeting on: 17 th December 2025
Record of changes to the procedure	N/A
Risk management	N/A
Equality impact assessment (EQIA)	N/A
Data protection impact assessment (DPIA)	N/A
Next review date for the procedure	This procedure will be reviewed by 30 th March 2027 or earlier if required.