

Tenancy Management Policy

August 2025



1. Policy Statement

- 1.1 Railway Housing Association (Railway) is committed to delivering a high-quality resident experience that is responsive to the needs and aspirations of our residents. This Tenancy Management Policy outlines our approach to delivering a consistent, efficient, and effective tenancy management service, ensuring compliance with statutory obligations and alignment with sector best practice. A supportive and proactive approach to tenancy management underpins our commitment to building safe, resilient, and inclusive communities. It also provides residents with the security, rights, and support needed to sustain successful tenancies and thrive in their homes.
- 1.2 As set out in our *On the Right Track* plan, we have made a clear commitment to delivering an outstanding resident experience that reflects the needs and aspirations of our residents. A well-managed tenancy, underpinned by clear rights and security, is fundamental to achieving this commitment and ensuring residents feel supported, safe, and valued in their homes. The overriding aim of our tenancy management policy is to meet the tenure needs of those people who require and want to live in a Railway home and to ensure that our residents have the right home for as long as they need it. The policy also sets out our commitment to meeting the Regulator of Social Housing's Tenancy Standard and the required outcomes in relation to tenure and tenancy sustainment and evictions.
- 1.3 This Policy can be found on the Railway website and its content should be considered alongside that of the Resident Handbook.
- 1.4 Railway will ensure this policy complies with its legal and regulatory requirements as set out in the:
- Housing Act 1985
 - Housing Act 1988
 - Housing Act 1996
 - Housing Act 2004
 - Social Housing (Regulation) Act 2023
 - Immigration Act 2014 and the Right to Rent 2014
 - Anti-Social Behaviour, Crime and Policing Act 2014
 - Anti-Social Behaviour Act 2003
 - Matrimonial Causes Act 1973
 - Matrimonial and Family Proceedings Act 1984
 - Civil Partnerships Act 2004
 - Prevention of Social Housing Fraud Act 2013
 - Localism Act 2011
 - Children Act 1989
 - Family Law Act 1996
 - Human Rights Act 1998
 - Data Protection Act 2018
 - Domestic Abuse Act 2021

2. Policy Aims

2.1 Through this policy and its subsequent enactment, Railway will:

- Ensure that we make the best use of our homes to create thriving, safe and sustainable communities that people want to live in
- Ensure that we meet our statutory and regulatory responsibilities
- Ensure that decision-making is fair and consistent, considering individual needs and circumstances
- Ensure that we are transparent so that residents understand their rights and responsibilities and our role as a landlord
- Ensure that residents are offered support, and dealt with sensitively and respectfully, especially at times of personal grief and difficult circumstances
- Ensure that swift and proportionate action is taken in cases of tenancy fraud and breaches
- Recognise the diverse needs of our residents when delivering the approach to tenancy management

3. Roles and Responsibilities

- 3.1 The Railway Board have overall responsibility to ensure an effective approach to tenancy management that meets all regulatory requirements is in place. The Board will approve the Tenancy Management Policy and ensure a review of the policy is carried out every 3-years, or sooner if there is a significant change that may impact delivery of the service.
- 3.2 The Resident Committee will review the approach to Tenancy Management on an annual basis to ensure that Railway's approach is compliant with the Consumer Standards, in particular the Tenancy Standard and is delivering equitable outcomes for residents.
- 3.2 The Chief Operating Officer will ensure residents of Railway have the opportunity to influence the Tenancy Management Policy at the point for the 3-year review and throughout delivery of the policy and supporting procedure.

4. Scope

- 4.1 This policy applies to all social and affordable rented homes owned and managed by Railway Housing Association. It does not extend to leasehold or shared ownership properties, nor does it apply to the single colleague accommodation property owned by the Association. The Tenancy Management Policy is focused on the effective management of tenancies, ensuring that residents are aware of their rights and responsibilities and that these are upheld throughout the duration of the tenancy.
- 4.2 This policy covers changes in tenancies, which also includes succession, assignment and mutual exchange, along with how Railway will manage and provide support to sustain a tenancy.

5. Types of Tenancy to be granted

- 5.1 Railway is strongly committed to providing the most secure tenancies available to our residents, as we understand that security and protection provided by the most secure

tenancies enable our residents to have peace of mind and can contribute to a strong foundation for living.

- 5.2 For all social and affordable rented homes, Railway will grant weekly periodic assured lifetime tenancies. This is the most secure tenancy that we are able to grant under the law. An assured tenancy can only be ended by obtaining a court order for possession under one or more of the grounds listed in Schedule 2 of the Housing Act 1988.
- 5.3 We do not utilise probationary or assured shorthold tenancies, as the Association experiences low levels of anti-social behaviour and tenancy breaches. The current legal framework and tenancy provisions provide sufficient tools and powers to effectively manage the issues that may arise within our communities.
- 5.4 We will not use fixed term tenancies.
- 5.5 In exceptional cases of anti-social behaviour, Railway may consider applying to the court for a demotion order, and if granted, this order would demote an assured tenancy to an assured shorthold tenancy for a period of 12 months, under sections 6A and 20B of the Housing Act 1988.

6. Changes to tenancies

Succession

- 6.1 Succession is the legal process by which a tenancy may be passed to a qualifying individual upon the death of the resident. The terms of the tenancy agreement set out the specific rights to succession.
- 6.2 Legislation permits only one statutory succession per tenancy. This means that where the deceased resident is considered a successor, no further right of succession exists. A resident will be classed as a successor if any of the following apply:
 - They succeeded to the tenancy following the death of a previous resident;
 - The tenancy was assigned to them in circumstances where they would have qualified to succeed;
 - They previously completed a mutual exchange and had already succeeded to their former tenancy;
 - They became the resident under a court order, where the original resident was themselves a successor.
- 6.3 In the event of the death of a joint resident, the tenancy will automatically pass to the surviving joint resident by right of survivorship. This applies regardless of the relationship between joint residents and is counted as a statutory succession. No further statutory succession is permitted thereafter.
- 6.4 If the deceased resident is not classed as a successor, a person may be entitled to succeed to the tenancy if they occupied the property as their sole or principal home at the time of the resident's death and meet one of the following criteria:
 - They are the resident's spouse, civil partner, or partner (including same-sex partners), and were living in the property as their principal home;

Tenancy Management Policy

August 2025



- They are a close family member, such as a parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew, or niece, who had lived with the resident continuously for at least 12 months prior to the resident's death.
- 6.5 A statutory right of succession takes precedence over any alternative claims to the tenancy, including those stated in the deceased resident's will.
- 6.6 Where more than one person qualifies to succeed, priority will be given to the resident's spouse or civil partner. If multiple family members meet the eligibility criteria, they must agree who will succeed to the tenancy. If agreement cannot be reached, Railway Housing Association will determine to whom the tenancy will be granted, as only one statutory succession is permitted.
- 6.7 A person who succeeds to a tenancy continues the existing tenancy; a new tenancy is not created.
- 6.8 In some circumstances, the property may no longer be suitable for the successor. For example, this may apply where there is significant under-occupation, the property includes adaptations no longer required, or where the successor does not meet eligibility criteria such as age restrictions. In such cases, Railway may seek to rehouse the successor into more appropriate accommodation through a direct let, in line with the Lettings Policy. Where the successor declines an offer of suitable alternative accommodation, the Association may serve notice between six and twelve months after the resident's death. However, possession will not be sought where the successor is the spouse or civil partner of the deceased resident.

Assignment

- 6.9 Assignment refers to the legal transfer of a tenancy from one person to another. For assured residents, assignment is only permitted in the following circumstances:
- Through a mutual exchange with another qualifying resident, subject to the Association's consent;
 - Where ordered by the court as part of divorce, judicial separation, or the dissolution of a civil partnership, under the Matrimonial Causes Act 1973, Matrimonial and Family Proceedings Act 1984, or the Civil Partnership Act 2004;
 - Where a court order specifically relates to the transfer of the tenancy;
 - To a potential successor—i.e., an individual who would qualify to succeed to the tenancy upon the resident's death—provided there has been no previous succession or assignment.
- 6.10 Assignment is not possible under any other circumstances.
- 6.11 Where a tenancy has been demoted (in accordance with legal provisions), assignment may only occur if it is ordered by the court.
- 6.12 Requests for assignment by way of mutual exchange will be considered from any qualifying resident of a local authority or housing association who holds a secure or assured tenancy. Exchanges with residents of private landlords will not be permitted.

Railway Housing Association will only withhold consent for a mutual exchange on the grounds permitted by the Housing Act 1988. Where a resident is in breach of their tenancy agreement, including but not limited to rent arrears, the Association may impose a condition requiring the breach to be remedied before the exchange can proceed. In such cases, the mutual exchange cannot go ahead until the breach has been satisfactorily resolved.

- 6.13 We will give or refuse consent within 42 calendar days of the application to exchange being received.

7. Discretionary granting of a tenancy

- 7.1 Railway Housing Association is committed to delivering an outstanding resident experience and ensuring fair and equitable access to our services. In support of this commitment, there are specific circumstances in which the Association may consider granting a discretionary tenancy, where doing so would promote positive outcomes for individuals and support tenancy sustainability.

If no succession right exists

- 7.2 Where there is no statutory right of succession following the death of a resident, Railway Housing Association may, at its discretion, consider granting a tenancy, either of the current property or an alternative home. Any such tenancy will be allocated in line with the Association's Lettings Policy. Each case will be assessed on its individual merits, following a formal request from the occupier to remain in the property.

Sole to joint tenancy

- 7.3 A sole resident may request to create a new joint tenancy by adding another individual to the agreement. In considering such a request, Railway Housing Association will assess the following:
- Whether there are any breaches of the current tenancy agreement, and if so, whether those breaches are sufficiently serious to warrant refusal of the request.
 - The nature of the relationship between the sole resident and the proposed joint resident. The proposed joint resident must be residing at the property as their principal home at the time of the request and must fall into one of the following categories:
 - The resident's spouse or civil partner;
 - A close family member; or
 - A person who has been living with the resident in a relationship akin to marriage or a civil partnership, and who has resided with the resident continuously for at least the previous 12 months.

Joint to sole tenancy

- 7.4 If a joint resident no longer wishes to remain on the tenancy, they may terminate their interest in the tenancy, which terminates the entire tenancy. In such cases, the remaining resident may be considered for the granting of a new sole tenancy. When assessing this request, Railway Housing Association will take into account the following factors:

- Whether the remaining resident has been occupying the property as their sole or principal home;
- Any breaches of the tenancy, including rent arrears or anti-social behaviour, and whether such breaches are serious enough to preclude the granting of a new tenancy;
- The ability of the remaining resident to sustain the tenancy independently;
- Any safeguarding or welfare concerns that may impact the suitability of granting a sole tenancy.

Each case will be considered on its individual merits, in line with our Lettings Policies.

Exceptional circumstances

- 7.5 Railway Housing Association may consider granting a tenancy in exceptional circumstances, where it is deemed to be in the best interests of protecting the individual and supporting a positive housing outcome. Such requests will be assessed on a case-by-case basis, in line with the principles set out in our Lettings Policy, and will be at the sole discretion of the Association.

8 Tenancy agreements, responsibilities and sign up

- 8.1 Railway Housing Association will ensure that residents are fully informed of their tenancy rights and responsibilities at the pre-tenancy sign-up stage and throughout the duration of their tenancy. We are committed to providing appropriate support to help residents understand and uphold these rights and obligations, promoting successful and sustainable tenancies.
- 8.2 Railway Housing Association will conduct a comprehensive sign-up process with all new residents to ensure they fully understand their rights, responsibilities, and the conditions of the tenancy being offered. This process will include an overview of our tenancy management approach, as well as information and support relating to financial inclusion, for example assistance with housing benefit or Universal Credit claims, and identification of any potential future support needs.
- 8.3 All new residents will also receive a follow-up visit within six weeks of moving in. This visit provides an opportunity for residents to raise any questions, and to ensure that they continue to understand the terms of the tenancy agreement.

9. Managing and sustaining tenancies

- 9.1 Effective tenancy management is essential to ensure that residents are able to live safely and comfortably in their homes. Residents are expected to maintain their properties in a reasonable condition at all times, in line with the terms of their tenancy agreement. Railway Housing Association will actively monitor compliance and take proportionate and timely action to address any breaches. Where appropriate, we will provide support directly or signpost residents to relevant external support services to help sustain their tenancy.
- 9.2 Railway Housing Association will undertake tenancy visits, as well as make use of other contact opportunities, to support the delivery of an effective, efficient, and

high-quality housing management service. These visits serve multiple purposes, including:

- Updating customer profile information and identifying any vulnerabilities or support needs;
- Identifying and addressing any property repairs or neighbourhood concerns;
- Ensuring residents are aware of the various ways to contact the Association
- Ensuring residents understand the safety procedures and equipment in their home, including how to test their smoke alarm.

During these visits, we will also take the opportunity to:

- Monitor compliance with tenancy conditions and check that the property has not been damaged, neglected, or used unlawfully;
- Confirm that the property is being occupied by the named resident and has not been sub-let or abandoned.

These visits form a key part of our proactive approach to tenancy management and tenancy sustainment.

Tenancy fraud

9.3 Railway Housing Association is committed to protecting its homes and ensuring that social housing is allocated and occupied fairly and lawfully. The Prevention of Social Housing Fraud Act 2013 was introduced to help ensure that social housing is allocated and occupied by those with the greatest housing need. The Act:

- Establishes new criminal offences relating to unlawful subletting by assured and secure residents of social housing;
- Grants local authorities the power to prosecute individuals involved in unlawful subletting;
- Enables courts to order the recovery of any profits gained from unlawful subletting; and
- Provides that assured residents who unlawfully sublet their entire dwelling are unable to regain security of tenure.

9.4 We will take appropriate and proportionate action in all cases of suspected social housing fraud, which may include but is not limited to:

- Unauthorised sub-letting of the property;
- Non-occupation of the property by the named resident;
- Fraudulent applications for a social housing tenancy;
- False claims of succession or unauthorised assignment of a tenancy;
- Key-selling, where a resident hands over the keys to another person in exchange for payment or personal gain.

All allegations of tenancy fraud will be investigated thoroughly and may result in legal action, including possession proceedings and referral to external agencies where appropriate.

Abandoned properties

- 9.5 We recognise that residents may be away from their homes for extended periods for a variety of legitimate reasons. However, where there is reason to believe that a property may have been abandoned, including through anonymous reports, we will take appropriate and proportionate action in line with legal requirements and the Association's Abandonment Procedure. This may include investigations and, where necessary, legal steps to recover possession of the property.

Lodgers and sub-letting

- 9.6 Railway Housing Association recognises that there may be circumstances in which a resident wishes to rent out a room in their home. In such cases, the new occupier will be considered a lodger or sub-resident, depending on the arrangement. Taking in a lodger can contribute to meeting local housing need, help alleviate financial pressures, and support resident wellbeing.
- 9.7 In accordance with the terms of the tenancy agreement, residents are not permitted to sub-let the whole of their property and must continue to occupy it as their principal home. However, sub-letting part of the property—such as taking in a lodger—may be permitted with the Association's prior written consent. In such arrangements, the legal relationship between Railway Housing Association and the resident remains unchanged. The resident continues to be fully responsible for payment of rent and service charges, as well as for complying with all other terms and conditions of the tenancy.

10. Ending a tenancy

- 10.1 When a resident wishes to end their tenancy, they are required to provide a minimum of four weeks' written notice. In exceptional circumstances, the Community Housing Manager may agree to accept a Deed of Surrender as an alternative to the standard notice period. Until the keys are returned to Railway Housing Association, the resident remains responsible for the security of the property. Where keys are returned before the notice period has expired, the resident remains liable for rent payments for the full duration of the notice period. In instances where the resident fails to vacate the property by the end of the notice period, the Association may pursue possession through a court order.
- 10.2 Where a joint tenancy is surrendered, all joint residents should sign the surrender document where possible. The surrender by any joint resident will bring the entire tenancy to an end. Railway Housing Association retains discretion to grant a sole tenancy to any remaining occupant following the termination of a joint tenancy, in accordance with section 7 of this policy.
- 10.3 Where Railway Housing Association seeks to end a tenancy, the grounds for doing so are set out in the tenancy agreement and Schedule 2 of the Housing Act 1988. In cases where a mandatory ground for possession is applicable and the appropriate notice has been served, the resident will be offered the opportunity to request an internal review of the decision prior to any application being made to the court.

- 10.4 Railway Housing Association may seek to terminate a tenancy where the resident has lost their security of tenure, such as when the property is no longer their sole or principal home, or following the resident's death where no further succession rights exist. In such cases, a notice to quit will be served, and, if necessary, possession proceedings will be initiated through the courts.
- 10.5 Termination of a tenancy is a legally binding process. Should a resident wish to withdraw their notice and remain in their home, the decision to accept a resident's request to withdraw a notice to terminate their tenancy is at the discretion of Railway Housing Association. Any such request will be considered on a case-by-case basis, taking into account the individual circumstances and the resident's conduct throughout the tenancy. A management decision will be made based on the information available at the time of the request.
- 10.6 Any resident who is given notice that their tenancy is ending will be offered appropriate Housing Options Advice and Assistance.
- 10.7 Upon the death of a resident, their executor may terminate the tenancy either by surrendering it or by serving a valid notice to quit. In the absence of such notification, Railway Housing Association will serve a notice to quit on the resident's Personal Representative or the Public Trustee as appropriate.

11. Monitoring and Reporting

- 11.1 Railway Board will receive an annual report setting out how the organisation continues to meet its requirements under this policy and the regulatory responsibilities.
- 11.2 The Resident Committee will carry out an annual deep dive into the Tenancy Standard to assure Board that the Association is compliant with the appropriate requirements.
- 11.4 Our tenancy management processes will be audited as a minimum once every 3-years.

12. Training

- 12.1 We will ensure that all relevant colleagues are trained in tenancy management. This training will be mandatory and relevant to individual job roles.
- 12.2 Training will reflect the provisions set out in the tenancy management policy and supporting procedures and will include requirements around both operational practices and maintaining a supportive tenancy management culture.

13. Equality, Diversity and Inclusion

- 13.1 Railway will comply with the Equality Act 2010 and the need to make reasonable adjustments dependent on individual needs and circumstances.
- 13.2 Our approach to EDI may require the adaptation of this policy and procedure to ensure we support residents appropriately.

14. Document Control

Tenancy Management Policy August 2025



Date	Version	Overview of Revisions
August 2025	1.0	New policy