



**COUNCIL HOUSING  
TENANCY MANAGEMENT  
POLICY**

**NOVEMBER 2025**

**Policy: COUNCIL HOUSING TENANCY MANAGEMENT POLICY**

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1.0	First issued	Michael Lerpiniere	04/11/2025

**Links to Council Corporate Plan 2025-28:**

Council ambition	Linked?
<b>Working for a prosperous future</b> <i>To ensure the best possible local economy, with opportunities for the Council's residents to succeed and achieve</i>	Yes
<b>Healthier and safer communities</b> <i>Residents should feel safe in the Borough and supported to be more active in order to improve their health and wellbeing</i>	Yes
<b>A greener and cleaner environment</b> <i>It's important that everyone looks after their environment</i>	No
<b>Restoring our Council to good health</b> <i>The Council will be placed on a sound financial footing ensuring resilience – delivering the service its residents deserve and expect</i>	Yes
<b>We ♥ Castle Point</b> <i>The Council will help create and maintain the best possible place to live in, work in and visit</i>	Yes

Lead Officer responsible for owning the Policy and internal approval body (meeting / board where the Policy is approved for adoption or approved for referral to PFH or Committee for adoption)

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Approved by: IAN BUTT, DIRECTOR - PLACE AND COMMUNITIES

Lead Member and Committee responsible for approving Policy:

Name: COUNCILLOR ROB LILLIS, PORTFOLIO HOLDER FOR HEALTH, WELLBEING AND HOUSING

Equality Impact Assessment undertaken?

Yes

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## 1. Introduction

1.1 As a responsible social housing landlord, Castle Point Borough Council ("the Council") is committed to managing tenancies well for its Council housing. The purpose of this document is to describe the Council's approach to managing tenancies in Council homes from the point the tenancy is granted, through to the tenancy ending.

## 2. Scope

2.1 This Policy applies to tenants of Council housing only.

## 3. Definitions

Affordability check	A check to make sure any prospective tenant can afford their rent and other charges, which includes looking at benefit entitlements.
The Council	Castle Point Borough Council.
Housing applicants	People on Castle Point's Housing Register for social housing.
Introductory tenancy	An initial 12-month tenancy for new Council tenants, following the expiration of which the introductory tenancy automatically becomes a secure tenancy, provided the tenant has kept to the terms of their tenancy appropriately.
Licence	An agreement that gives a person a right to occupy a property without giving them a legal interest in the property.
Rent	An amount of money that is charged to a tenant for the use of a property that they must pay to the Council.
Secure tenancy	This is a lifetime right to rent and the tenant can remain in their home indefinitely (a "secure tenant") unless there is a breach of the tenancy conditions, when the landlord is entitled to seek possession of the property with a court order.
Service charges	A fee for services that are provided in addition to the rental charge. This will include, for example, charges for items such as utilities for communal areas, grounds maintenance and cleaning of communal areas.
Succession	The process of inheriting an interest in a property of a deceased secure tenant.

## 4. Aims and Objectives of the Policy

4.1 The aims of this Policy are to:

- a) Clarify the types of tenancies which the Council grants.
- b) Confirm the Council's approach to tenancy changes.
- c) Explain the Council's attitude to succession of secure tenancies.
- d) Outline the Council's approach to tenancy sustainment.

e) Describe the Council's approach to holding information about its tenants and the household.

## 5. Policy Statement

5.1 The Council is committed to providing effective and essential tenancy management services. The Policy and underlying procedures are in place to ensure that the Council provides a service which reflects its responsibilities and good practice. By providing robust and consistent tenancy management, the Council is doing everything reasonably possible to build vibrant, resilient communities and delivering high-quality customer service.

5.2 This Policy supports the Council's commitment to championing equality and ensuring that procedures are in place so that all residents are treated fairly and without unlawful discrimination, in line with the Equality Act 2010.

5.3 The Council aims to sustain tenancies wherever practicable to do so and prevent homelessness.

## 6. Legislation, Regulation and Guidance

6.1 The Council is committed to effective tenancy management. In achieving this, the Council complies with relevant legislation and regulations. The following list sets out the key legislation, regulations and guidance:

- Defective Premises Act 1972
- Land Compensation Act 1973
- Health and Safety at Work etc. Act 1974
- Landlord and Tenant Act 1985 and 1987
- The Housing Act 1985, 1988 and 1996
- The Housing Act 1996, Part 7 as amended by the Homelessness Reduction Act 2017
- Human Rights Act 1998
- The Civil Partnerships Act 2004
- Home Loss Payments (Prescribed Amounts) (England) Regulations 2008
- Equality Act 2010
- Localism Act 2011 (England)
- Regulatory framework for England April 2012
- Anti-social Behaviour, Crime and Policing Act 2014
- Data Protection Act 2018 and contained within the General Data Protection Regulation 2018 (GDPR)
- Regulator of Social Housing, Tenancy Standard, 2024

## 7. Tenancy Commencement

7.1 **'Housing applicants'** - Households that need to be rehoused in Castle Point need to complete an application form to join the Housing Register. They will be assessed, awarded a priority based on a category of need, as stipulated in the Allocation Policy. Tenancies are only created when someone on the Housing Register is successfully offered a permanent home.

7.2 **'Tenancy start date'** - A tenancy can only commence once a tenancy agreement has been signed by both the tenant and the Council. Tenancies start on a Monday and end on a Sunday. If the property is ready to let before the Monday, there may be a short licence

period of 1-6 days leading up to the tenancy start date, as this helps people move into their new home sooner.

7.3 **'New tenant visits'** - All new tenants will receive a settling in visit within 6 and 8 weeks of their tenancy start date. This is to ensure that the tenant has settled in, is managing in the property, to identify any support needs and that they are complying with the terms and conditions of their tenancy agreement.

7.4 **'Rent and service charge'** - Tenants are expected to pay their rent in accordance with the terms and conditions of their tenancy agreement. Incoming tenants are notified of the rent and service charge of a property prior to sign up. Existing tenants have an annual rent review and are given 28 days' notice before the new rent can be charged. Tenants who have a change in their circumstances which will have an impact on their ability to pay rent, must notify the Council. This includes any extended or repeated periods of absence from the property.

7.5 **'Household composition'** - The details of who lives with the tenant, i.e. household composition, are gathered when a tenant makes a housing application and again at sign up. If anything changes, a tenant must notify the Council. The household composition must be suitable for the property and the Council will not knowingly allow properties to be overcrowded or under occupied. It is the tenant's responsibility to keep the Council informed of all changes to the household composition and to seek permission before moving someone in. The Council will check the household composition when it audits the property and anyone living in the property without consent may be asked to leave.

7.6 **'Tenant information'** - At sign up, it is important to gauge whether the tenant is able to live independently or whether they will need additional support. It is equally important to understand the preferred method of communication; therefore the Council will collect and store securely the following information:

- Whether they prefer to be called, messaged, emailed or formally written to;
- Their preferred language;
- Any specific requirements to ensure service accessibility;
- Details of support workers and advocates;
- Known medical or mental health conditions; and
- Known history of violence.

## **8. *Tenancy Agreement***

8.1 **'Sole or joint tenancies'** - Tenancies are granted in the name(s) stated on the housing application. If it is an application by two or more named persons ("joint tenants") then the tenancy will be joint and if it is a single named person ("sole tenant") the tenancy will be sole. Joint tenancies will not be permitted for anyone other than a spouse or partner. The Council will not add joint tenants to a sole tenancy after the tenancy has been granted.

8.2 **'Granting of tenancies'** - A tenancy determination is undertaken during the allocation of a property. The Council offers the following types of tenancies: introductory, secure and licences for its Council homes.

8.3 **'Tenancy conditions'** - A tenancy agreement confers rights and responsibilities to both tenant and landlord. The exact nature of these rights is outlined in the terms and conditions of the tenancy agreement. These may vary depending on when they were granted. A tenancy may only be ended by serving the appropriate notices. Variation of a tenancy is only with the consent of both parties.

8.4 **'Tenancy reviews'** - A tenancy may be reviewed as required when:

- 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.

8.5 **'Tenancy appeals'** - Where a tenant disagrees with a decision made in relation to their tenancy, they may request an appeal within 14 days of that decision.

8.6 **'Right to Buy'** - Under the Right to Buy (RTB) scheme, a tenant may only apply to buy their Council home if:

- It is their only or main home;
- It is self-contained;
- they are a secure tenant; and
- they have lived in a public sector property for 5 years or more - for example, a Council, Housing Association or NHS trust.

For details of the scheme please see the government website at: <https://www.gov.uk/right-to-buy-buying-your-council-home>

The Ministry for Housing, Communities and Local Government (MHCLG) sets out the exemptions from the RTB scheme, which include properties owned by co-operative housing schemes or charities and specialist housing such as developments tailored to older people or those with physical disabilities.

8.7 **'Right to transfer'** - The Right to Transfer under Section 34A of the Housing Act 1985 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. For details of the scheme please see the government website and/or seek independent legal advice.

## 9. **Tenancy Changes**

9.1 **'Joint to sole'** - If a joint tenant wishes to remove another joint tenant from the tenancy and turn it from a joint tenancy to a sole tenancy, for example, after a relationship breakdown, there are legal implications which arise which the Council, as a landlord cannot make decisions about. Therefore, the tenant that wishes to remain in the property must do one of the following:

- Get the departing joint tenant to make an assignment of the tenancy to them; or
- Obtain a court order to transfer the tenancy to them.

In certain circumstances, for example in cases of domestic abuse, the Council may facilitate the award a new tenancy to an affected tenant; however, the tenant will be required to surrender their existing tenancy, thereby ending it for both tenants.

9.2 **'Sole to joint'** - The Council will not add a joint tenant to a sole tenancy. This does not mean that the sole tenant cannot let a partner move in, but it protects the sole tenant and reduces the likelihood of tenancy fraud.

9.3 **'Assignment'** - An assignment is a legal form of transfer of a tenancy and can only take place through the execution of a deed of assignment and/or a court order. The table below shows the two main types:

Type	Description
Assignment by mutual exchange	Where two social housing tenants wish to exchange properties, the tenant must obtain permission from the Council. The tenancy must contain the right to assign. As a landlord the Council cannot withhold permission unreasonably and where it does so it must be in line with the conditions set out in schedule 3 of the Housing Act 1985.
Judicial Assignment	Where a court order is obtained transferring the tenancy to a named person. 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.

9.4 **'Succession'** - A succession can only take place if a secure tenant dies and someone who is a permanent member of the same household exercises their right to succession. There are three types of succession which the Council accepts:

Type	Description
Survivorship succession	This is the automatic and immediate transfer of the tenancy to the remaining tenant following the death of the joint tenant. This statutory right 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 that predate April 2012 and the Localism Act 2011, the family members who are entitled to succeed are listed in s113 of the Housing Act 1985. They must prove they lived with the deceased during the 12 months immediately before their death. Where there is more than one qualifying member, the Council will usually expect the family to decide who that would be, but may make the decision, if necessary, under s89(2)b of the Housing Act 1985. For tenancies after April 2012 and the Localism Act, the statutory succession rule stipulates that only a spouse or partner may succeed unless the landlord has conferred a further right in the terms of the tenancy agreement.
Discretionary succession	A new tenancy may be granted to an individual following the death of a sole tenant where there is no right to succeed but where the Council awards a discretionary succession due to their circumstances. This can be applied to any tenancy type.

9.5 **'Succession and best use of stock'** - Where the accommodation is larger than is reasonably required by a successor who did not previously hold the tenancy, or the successor has no use for any adaptations, the Council may seek possession of the property under Ground 15A of the Housing Act 1985. The Council will serve a notice, no earlier than six months, and no later than twelve months, after the original tenant's death. The occupant will be required to complete an application form to allow them to be rehoused into suitable accommodation. The Council may only apply for legal possession 10 months or more after the original tenant's death. The Council will, however, do everything possible to find the occupant suitable accommodation before making a court application.

## 10. **Temporary Relocations**

10.1 There are occasions when a tenant may be asked to relocate from their home. This is called a 'temporary relocation' or a 'decant'. Please see the separate [Council Housing Temporary Relocation Policy](#).

The reasons for temporary relocation will vary but may include:

- Major repairs or improvements that cannot be conducted with the tenant in occupation
- Modernisation programmes
- An emergency (e.g. fire, flood) rendering the property uninhabitable

10.2 With a '**temporary relocation**', the household moves out temporarily whilst the work is done, and on completion, they return home. The tenant continues to pay the rent in their principal home as the tenancy remains uninterrupted. The tenant will be asked to sign a licence agreement to occupy the temporary accommodation and has no legal right to remain in the property once they are asked to return to their principal home. Every effort will be made to find them a suitable temporary property. If the temporary accommodation is smaller, temporary storage of tenants' personal belongings may be considered. If tenants can stay with friends or family, this will be considered first. The tenant may request to remain in their temporary property; this will be considered on a case-by-case basis. If granted, it will be treated as a permanent transfer; however, no home loss payment will be granted as their original home was made available for return.

10.3 '**Supporting the move**' - The Council understands that the need to move can cause disruption and anxiety. It is committed to ensuring that this process runs as smoothly as possible. Financial and practical assistance will be offered, and a support package agreed in advance. Full details of this can be found in the [Council Housing Temporary Relocation Policy and Procedure](#).

10.4 '**Refusal to move**' – In rare circumstances a tenant may refuse to move out of their home; the Council will behave reasonably and liaise with the tenant to make sure the temporary relocation property that is offered meets their housing needs. Consideration is also given to temporary relocators who refuse to return back to their own home once the work is complete. However, the Council has a right to take legal action to repossess a property where the work is essential and cannot be done with the tenant *in situ*. This may be possession, injunction or a warrant of entry depending on the circumstances of the household.

10.5 '**Disturbance payments**' - will be made to meet any reasonable moving expenses. These will be agreed in advance. Disturbance payments are paid to temporary relocations each time they move.

## 11. **Tenancy Sustainment**

11.1 The Council is committed to helping a tenant to sustain their tenancy and offers a variety of ways to support them to achieve this.

The list below cites some of the examples:

- Affordability checks when an offer of accommodation is made and, if necessary, the Council will offer the support needed to help a tenant maximise their income;
- Tenancy visits as appropriate throughout the lifespan of a tenancy;
- Rehousing to prevent continued financial hardship, where income maximisation support has been offered and exhausted;

- d) Dedicated support covering a range of advice and assistance;
- e) Tenant orientated employment projects;
- f) Tackling anti-social behaviour; and
- g) Welfare and debt advice to assist with the payment of rent.

11.2 **'Vulnerable residents'** - Many of the Council's tenants are vulnerable. This may vary from someone with learning difficulties to someone with poor mental health, visual impairment, to someone who is bed bound, or suffering from dementia. The Council works with all its vulnerable tenants and, with their permission, their advocates, supporters, family members and health agencies to ensure effective interactions regarding the services provided by the Council in its role as landlord. Occasionally tenants may need to move to more suitable alternative accommodation; in these instances, the Council will work with everyone involved to make the transition as smooth as possible.

11.3 **'Representatives or advocates'** - All tenants and leaseholders have the right to be supported by a representative or advocate in all interactions about the landlord services the Council provides. In order to make sure it protects the individual's privacy, the Council will ask for an Authority to Disclose Form to be completed and obtain a signature from the tenant. Permissions for authority to disclose will be reviewed at all Tenancy Reviews, to make sure they are still appropriate. The Council recognises that sometimes obtaining a signature and completing a form may not be possible where the tenant is indisposed and it will balance its statutory safeguarding duties against its statutory duties to protect personal data. There may be occasions when the Council may be concerned about coercive control and in these instances the Council will take care to not share private and sensitive information.

11.4 **'Tenancy Support'** services help individuals and families maintain their tenancy by providing assistance with various aspects of managing a tenancy. This support can include help with budgeting, benefit claims, understanding tenancy agreements, resolving disputes with neighbours, and accessing essential services like utilities and repairs. Tenancy support aims to prevent evictions and homelessness, and other housing-related issues. The Council refers to other organisations for help with tenancy support as this provides neutral support.

11.5 **'Failing tenancies'** - If a tenant is struggling and they identify this themselves and seek assistance, the Council will explore all avenues to assist them to remain in their home. Where the tenancy is failing because the tenant needs supported housing, the Council will call a multi-agency meeting to discuss how the housing needs may be better met.

11.6 **'Tenancy enforcement'** - is always a last resort. The Council is committed to providing homes for people; however, there are sometimes occasions when breaches of the tenancy terms and conditions are so severe that asking the court for a possession of the property is the correct course of action for the Council, which must consider its rental income, property condition, landlord obligations, the health and safety and welfare of other residents in the neighbourhood.

## **12. Monitoring and Continual Improvement**

12.1 The Council's performance on tenancy management will be monitored monthly by the Housing Managers Meeting. The performance information that will be monitored is:

- a) Average number of days taken for tenancy changes;
- b) Average number of days for decisions to be made on succession requests;

- c) Number of notices served on tenancies where succession has not been granted (non-succession);
- d) Number of offers of alternative accommodation for non-succession cases;
- e) Percentage of mutual exchanges with a decision made within 42 days; and
- f) Number of cases referred for tenancy sustainment.

12.2 The Council will submit data annually to the Regulator of Social Housing in the form of a Tenant Satisfaction Measure submission.

### **13. Data and Records**

- 13.1 The Council will keep accurate records of all tenancies and tenancy management interventions and actions.
- 13.2 Audits and reviews provide data reflecting the effectiveness of this Policy and identify opportunities to achieve continual improvement in the management of ASB cases at the Council. The Council will commission an independent audit of ASB cases at least once every five years, to specifically test for compliance with legal and regulatory obligations and to identify any non-compliance issues. An action plan will be developed for any issues identified during the audit, with appropriate timescales agreed for corrective actions to be carried out. Other checks and reviews may be undertaken periodically, as required.
- 13.3 The Council will hold and process the tenant's personal data in accordance with the Council's Privacy Notice and Retention Schedule.

### **14. Equality, Diversity and Inclusion**

- 14.1 The Council values diversity and promotes equality, ensuring that people are treated according to their individual needs. This ensures that no person or other organisation is discriminated against on the grounds of race, colour, nationality, ethnic origins, sex, disability, sexual orientation, gender reassignment, marital or civil partner status, pregnancy, unrelated criminal activities, illness or any other matter that may cause a person to be treated with prejudice.
- 14.2 The Council will endeavour to ensure that services are delivered fairly and equally to all and to the highest possible standard. It provides all tenants and leaseholders, prospective tenants and other stakeholders with the information they require, in a format to meet their individual needs, using clear language which is easy to understand.
- 14.3 The Council's approach is underpinned by the Equality Act 2010 and specifically the Public Sector Equality Duty. This legal framework obliges public authorities to actively eliminate discrimination, harassment and victimisation, while advancing equality of opportunity and fostering positive relations among people with different protected characteristics.
- 14.4 The Council has completed an Equality Impact Assessment to ensure that any action it takes does not discriminate, is the least restrictive and enables the person as much choice and control over decisions as is possible.

### **15. Communication**

- 15.1 Once the Policy is approved, a summary document ("a policy on a page") will be placed on the Council's website with a link to the full Policy. An approved version of this Policy will be published internally and accessible to Council employees.
- 15.2 The Council aims to successfully engage with vulnerable and hard to reach tenants and leaseholders. The Council will share information in an accessible and understandable way

and will ensure that information is available to tenants and leaseholders via regular publications and information on its website.

15.3 The Council may sometimes engage with other agencies who may be supporting its tenant or leaseholder. When it shares information the Council will have regard to Data Protection law, and its Safeguarding Policy.

## **16. Review of Policy**

16.1 This Policy will be reviewed every 2 years, following the date of its implementation.

16.2 The implementation of this Policy will be continuously monitored by the Interim Head of Housing Management. The results will be used to enhance future policy reviews and continually improve the Council's service standards.

16.3 The Council reserves the right to change this Policy to meet changes in regulation, legislation and good management practice. All changes will be subject to an Equality Impact Assessment. Where the change is minor, it will be approved by the Director - Place and Communities. If the change is major, approval will be by the Portfolio Holder for Health, Wellbeing and Housing, following statutory consultation with all known stakeholders.

## **17. Consultation**

17.1 The Council is committed to meaningful tenant and leaseholder engagement.

17.2 The Council intends to consult with tenants and leaseholders on this Policy, once its structure for tenant engagement is in place following the work it is doing with the Tenant Participation Advisory Service (Tpas).

## **18. Training**

18.1 The Council will maintain a skills/training matrix to ensure that all Council employees undertaking key roles within the scope of this Policy have appropriate training.

18.2 The Council will operate a detailed competency framework including regular appraisals as part of the Tenancy Management Procedure.

18.3 The Council will deliver training on this Policy and the procedures that support it, including team briefings; basic Tenancy Management training; and more detailed training for those delivering the Tenancy Management Service to its tenants and leaseholders, to ensure that all Council employees understand their responsibilities.

18.4 Training records will be maintained for all courses attended.

## **19. Significant non-compliance and escalation**

19.1 The Council's definition of significant non-compliance is any incident which has the potential to result in a breach of legislation or regulatory standard, or which causes a risk to health or safety. All non-compliance issues will be reported and escalated as soon as possible, and no later than 24 hours after the incident occurred or of a Council employee being made aware.

19.2 Any non-compliance issue identified at an operational level will be formally reported to the Interim Head of Housing Management in the first instance, who will agree an appropriate course of corrective action with the interim Director of Housing. The Interim Director of Housing will report details of the same to a member of the Senior Leadership Team which includes the Chief Executive, Director - Corporate and Customer, Director - Commercial and Assets and Director - Place and Communities and Assistant Director - Legal &

Democratic Services and Monitoring Officer and Assistant Director - Finance & Procurement and Section 151 Officer.

- 19.3 In cases of a serious non-compliance the Chief Executive will notify the Leader, Deputy Leader and the Portfolio Holder for Health, Wellbeing and Housing.
- 19.4 In cases of serious non-compliance, the Chief Executive will consider whether it is necessary to disclose the issue to the Regulator of Social Housing, as required by the regulatory framework, or any other relevant organisation such as the Health and Safety Executive.

## **20. Governance**

- 20.1 The Council has overall responsibility for ensuring that this Policy is implemented to ensure compliance with the law.
- 20.2 The Chief Executive reports to Cabinet to demonstrate accountability that the requirements in the Consumer Standards of the Regulator of Social Housing are properly controlled and managed. Under Section 26 of the Constitution (the Officer Scheme of Delegation) the Chief Executive is authorised to delegate duties to the Directors who are then responsible to take the decisions for the effective sub delegation of duties within their service areas of responsibility; this is to ensure that the Council's statutory duties and functions are effectively discharged.
- 20.3 The day-to-day responsibility for managing the Tenancy Management Service for the Council's tenants and leaseholders is implemented in line with this Policy has been delegated, via the Chief Executive, to the Director - Place and Communities. The Tenancy Management Procedure also identifies the roles and responsibilities of those who will undertake the day-to-day tasks on behalf of the Director - Place and Communities.
- 20.4 The Director - Place and Communities has delegated their duty holder responsibility to the Interim Head of Housing Management who has professional responsibility for the Tenancy Management Service.

## **21. Associated Policies and Procedures**

Castle Point Borough Council Data Protection Policy

Castle Point Borough Council Health and Safety Policy

Castle Point Borough Council Lone Working Policy

Castle Point Borough Council Safeguarding Policy

Council Housing Allocation Policy

Council Housing Anti-Social Behaviour Policy

Council Housing Neighbourhood Management Policy

Council Housing Temporary Relocation Policy

Council Housing Tenancy Procedure

Leasehold Agreement

Tenancy Agreement

## **22. Appendix 1**

Equality Impact Assessment for Tenancy Management Policy

