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Tenancy Policy

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Title	Tenancy Policy	
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Document control	Date	Comments/key changes
▪ Version 2		
▪ Customer Policy Group	13/11/25	- Section 5.5 microchipping information updated and inclusion of a list of dangerous animals. - Section 5.10 updated to provide clarity around when a tenant should let us know if they're away from home (consecutive days).
▪ HiS Senior Leadership Team	December 2025	Approved
▪ SC HRA Leadership Team	March 2026	Approved
▪ Policy Governance Board	26/11/25	Provision to appeal a decision on discretionary succession added.
▪ Legal Review	February 2026	This Policy has been reviewed and validated by Bevan Brittan.
▪ HiS Executive Team	17/03/26	Roles and responsibilities updated.
▪ STAC/TSG	7 th May / 18 th May 2026	Approved with no amendments
▪ HiS Board (T1)	May 2026	Approved
▪ Review by Lead Member with the responsibility for the HRA (T1 T2)	June 2026	Approved
▪ Somerset Council Executive Committee (T1)	June 2026	Approved
▪ Approved Version Issued	June 2026	
▪ Tier Definition	T1	

T1 - Strategic/ Regulatory Risk		
T2 - Significant Operational Risk		
▪ T3 – Minor Operational Risk		
▪ Target Review		

Tenancy Policy

1. Introduction

This policy sets out how we will grant and manage Somerset Council tenancies.

This policy applies to all Somerset Council tenants living in homes owned under the Housing Revenue Account (HRA), managed by our in-house landlord service, or by Homes in Somerset.

2. Responsibilities

To ensure accountability and adherence, the following roles have direct responsibility for compliance with this policy as follows:

Strategic Responsibility	Executive Directorate Lead Director of Communities and Customer Service
Operational Responsibility	Head of Housing, Income and Tenancy Management. Director of Communities and Customer Service.

3. Policy Objectives

This policy helps to deliver the requirements of the Regulator of Social Housing's Tenancy Standard by:

- Ensuring all our tenancies are granted fairly and our approach is transparent.
- Ensuring the best use of our housing stock and that the right person is in the right home at the right time.
- Managing overcrowding and under occupation and making the best use of adapted housing for those with a disability.
- Contributing to maintaining health and sustainable communities.
- Contributing to our approach to prevent and manage anti social behaviour (ASB) using introductory and demoted tenancies.
- Providing a clear framework to support and sustain tenancies
- Providing information to our tenants on their statutory rights of succession, assignment and other tenancy changes.
- Providing information on how to appeal decisions made under this policy.

4. Relevant Legislation or Regulation

- Housing Act 1985
- Town and Country Planning Act 1990
- Housing Act 1996
- Homelessness Act 1996 and 2002
- Housing and Regeneration Act 2008
- Equality Act 2010
- Localism Act 2011
- Anti Social Behaviour, Crime and Policing Act 2014
- Domestic Abuse Act 2021
- Social Housing (Regulation) Act 2023
- Renters Rights Act 2025
- Regulator of Social Housing Consumer Standards (Tenancy Standard)
- Housing Ombudsman Code
- Local Government Social Care Ombudsman

5. Policy Details

5.1. Our Rents

We offer either a social rent or affordable rent on all new tenancies. Rent levels are set in line with our Rent Setting Policy. The type of rent for a home will be stated in the tenancy agreement.

Our tenants may also pay service charges for additional services provided to them such as communal area cleaning or grounds maintenance. Service charges are shown as a separate weekly charge.

For newly built or acquired homes, we offer an affordable rent which is made up of a rent and service charge element and is up to 80% of the local market value.

5.2. Tenancy Types

Introductory Tenancy

An introductory tenancy is granted for a twelve-month period. This enables us to be satisfied that the tenant or tenants can sustain a tenancy. They allow us to:

- Extend the introductory period for a further six months
- Seek a mandatory possession order where tenants persistently breach their tenancy.

Introductory tenants do not have the same legal rights as secure tenants. The tenancy agreement will indicate what the tenant can and

can't do during the introductory period.

We will grant introductory tenancies to new tenants, unless they:

- Have a secure tenancy and are transferring to another home within our portfolio.
- Hold an Assured or Secure tenancy with another registered provider or local authority.
- Are moving into temporary accommodation, in which case a non-secure tenancy or a licence will be granted, depending on the type of accommodation offered and the specific circumstances of the household.

Secure Tenancy

Secure tenancies are the most secure form of tenure and can only be ended by us seeking possession through the county court. A secure tenant has the following rights:

- To remain in the property indefinitely, provided the terms and conditions of the tenancy are met.
- The Right to Buy their home (unless they live in our Independent Living Service, Extra Care or Sheltered Housing).
- Succession rights on the death of the tenant, provided there has been no previous succession.
- Mutual Exchange with another social housing tenant.
- To take in lodgers or sub-let part of the property with landlord's written consent.
- Be consulted on matters that affect their tenancy.
- Carry out improvement, subject to consent and be compensated for certain improvements.

We will grant secure tenancies to:

- Tenants who have a secure tenancy and are transferring to another home within our portfolio.
- Tenants who hold an Assured or Secure tenancy with another registered provider or local authority.
- Tenants who successfully complete their introductory period.

The rents for each tenancy type will be set in accordance with our rent setting policy.

Demoted Tenancy

We can apply to the Court to demote a secure tenancy where tenants have been involved in anti-social behaviour. Demotion provides a mandatory ground for possession should the anti-social behaviour

continue.

Demoted tenants do not have the same rights as secure tenants. For example, they cannot exchange or exercise their Right to Buy.

Non-Secure Tenancy

Applicants moving into homes designed as temporary accommodation will be granted a non-secure tenancy. These do not have the same security of tenure or rights as those set out in secure tenancies.

Licences or forms of agreement

Where a tenancy is not appropriate, we will offer licences or forms of agreement, for example where an alternative or decant property is made available to a secure tenant who has to move temporarily to have works carried out.

Equitable Tenancy

Tenants under the age of 18 cannot legally hold an interest in property or land. We will, in exceptional circumstances issue an equitable tenancy to be held in trust by someone over the age of 18 (parent, guardian, social worker for example).

When the tenant turns 18, we will execute a vesting deed to transfer the legal interest back to the tenant.

Joint Tenancies

In most cases we will grant a joint tenancy to two people if they have made a joint application for housing.

5.3 Tenancy Changes

Sole Tenancies

Sole tenants with a secure tenancy can request a joint tenancy through the process of surrender and re-grant with a spouse, civil partner or co-habiting partner provided:

- The partner has been living at the property for at least 12 months and can evidence this.
- The partner can evidence that they have the Right to Rent in the UK
- The tenancy was not created by succession survivorship (the death of a previous joint tenant).
- All tenancy conditions are being met and there are no active legal proceedings against the tenant.

We will not normally create a joint tenancy between a parent and adult child. We may consider other joint tenancy requests such as an adult sibling.

Joint Tenancies

In the event of a change of circumstances, we may agree to removing a joint tenant from the tenancy if the sole tenant is able to demonstrate they can sustain the tenancy. We will consider these requests on a case by case basis, reviewing tenancy conduct and affordability.

We will decline all requests to add additional household members to an existing joint tenancy.

Joint tenancies can be ended by one party giving us notice in line with the tenancy agreement. In cases where the other joint tenant wishes to remain at the property, we will use discretion to decide whether to issue a sole tenancy. We will take into consideration the suitability of the property, housing need and affordability.

Assignment

Assignment is the legal process in which a tenancy can be passed from the tenant to someone else in lieu of any succession. We will only permit an assignment of tenancy in the following circumstances:

- By way of Mutual Exchange.
- To a person qualified to succeed the tenancy if the tenant died immediately before the assignment.
- Following a Court Order obtained under the Children Act 1989, Matrimonial Causes Act 1973 and Matrimonial and Family Proceedings Act 1984.

5.4 Succession

Succession is when a family member takes over a tenancy when a tenant dies. Succession rights differ depending on the type of tenancy and the date the tenancy started. Succession rights apply to both introductory and secure tenancies. The definition of a family member is:

- A person with whom the tenant lived as husband or wife or as if they were civil partners (cohabitee).
- The tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.
- A relative by marriage (step and half relatives for example).

succeeded to the tenancy on the death of the previous tenant or was a joint tenant and became the sole tenant, there is no further right of succession.

Under the law, there are three types of succession, survivorship, statutory succession and contractual succession.

Survivorship (Joint Tenants)

When one tenant dies, the tenancy automatically passes to the surviving joint tenant. This is called survivorship and happens automatically on the date of death even if the joint tenant is no longer living at the property.

If the surviving joint tenant does not live at the property, we may take action to end the tenancy.

Statutory Succession

The partner or spouse of the deceased who resided with the tenant and occupied the property as their only or main home at the time of death has automatic succession rights, provided there has been no previous succession.

Contractual Succession

A contractual succession is where additional succession rights have been included in the tenancy agreement. These are usually only granted to a family member as defined above who has lived at the property as their main or only home for 12 months prior to the tenant's death.

Not all of our tenancy agreements include a contractual right of succession. We will ensure we review the individual agreement and will advise what the criteria is on an application to succeed.

If the original tenancy was granted prior to 1st April 2012 a new tenancy agreement will be granted to the contractual successor. If the original tenancy was granted on or after 1st April 2012 the tenancy will pass to the successor, and no new tenancy shall be issued.

Succession to a Minor

A minor is a person aged under 18, if they meet the conditions for succession, they are legally entitled to a tenancy regardless of their age. As a minor cannot hold a legal interest in land, we will support with seeking an adult to be the trustee (family member, Social Worker for example) until the minor reaches 18. If there is no adult, we will take legal advice about how to proceed.

Discretion

In exceptional circumstances, where there is no right to succession, we may use our discretion to offer a new tenancy for either the applicant's current property, or another within our stock. To help us make this decision we will take into consideration:

- The length of time the applicant has lived at the property (this must be a minimum of 12 months prior to the death of the tenant).
- Their relationship with the deceased tenant.
- The size and type of the property.
- Vulnerabilities and support needs.
- The applicant's affordability.

All discretionary offers of tenancy will be made in accordance with the Somerset Homefinder Choice Based Lettings Policy.

If the tenant wishes to appeal a discretionary decision on succession, they should do so as outlined in section 5.14 of this policy.

Succession and Mutual Exchange

No new succession rights are created by a mutual exchange. If the incoming tenant has previously succeeded to a tenancy, no further successions will be permitted.

5.5 Tenancy Management and Sustainment

We aim to support tenants to maintain their homes as far as possible, ensuring legal action to seek possession of the property is always a last resort.

As part of the new tenant sign up process, we explain the tenant's rights and responsibilities and how to contact us for support with their tenancy. We also offer a range of online services such as the ability to report a repair, tell us about anti-social behaviour and make a rent payment.

We will engage with partner agencies to provide holistic support for tenants experiencing financial hardship, health issues, or other challenges that may affect their ability to sustain a tenancy.

Where concerns arise about property condition, including hoarding, we will take a supportive and proportionate approach. We will seek to understand the underlying causes, while ensuring compliance with the tenancy agreement.

Where tenants are experiencing domestic abuse, we will act in

accordance with our Domestic Abuse Policy, ensuring safety planning and referrals are made to specialist services.

We will collaborate with the Police, Community Safety Teams and other agencies to address anti-social behaviour and incidents of hate crime to protect victims and the community as outlined in our Anti-Social Behaviour and Hate Crime policies.

Where there are concerns about the welfare of a tenant or household member, we will make referrals in line with our Safeguarding Policy.

Where there is an identified vulnerability we will use alerts or flags on our systems to ensure our colleagues are aware.

Where a tenancy is at risk, we will always take the support needs and vulnerabilities of the tenant and their household into consideration before taking any action.

5.6 Pets

Tenants should seek permission to keep a pet at their home, which we will not unreasonably withhold. We may, however, impose restrictions if the property has a shared entrance.

If a tenant chooses to keep a pet at the property, they are responsible for:

- Not allowing it to cause a nuisance or annoyance.
- Cleaning up after it
- Providing and maintaining any fencing needed to control it as outlined in our Repairs Policy.
- Ensuring pets are microchipped.
- Repairing any damage at the property caused by the pet.
- Ensuring there is provision for alternative care of the pet in the event of their ill-health

We do not allow animal breeding or the sale of animals from our properties.

We will not give permission for dogs listed under the Dangerous Dogs Act 1991 or any animals listed in the schedule of the Dangerous Wild Animals Act 1976 [The Dangerous Wild Animals Act 1976 \(Modification\) \(No.2\) Order 2007](#)

If there are reasonable concerns that a tenant's pet is causing a nuisance or annoyance, we may commence legal proceedings.

5.7 Access

To enable us to ensure our homes are safe and well maintained, all tenants, regardless of tenancy type must allow us reasonable access to their home for inspection, servicing and repairs. The tenancy agreement also outlines this obligation.

Our approach to facilitating access to our homes is outlined in our No Access Policy.

Should tenants repeatedly refuse access to their home, we will take a robust approach to exercising our landlord duties and will consider legal action as a last resort.

5.8 Mutual Exchange

A Mutual Exchange is where one tenant can assign (swap) their tenancy with another tenant.

All secure tenants have the right to mutual exchange with another Somerset Council tenant, or the tenant of another social landlord.

We will approve and progress all applications in line with our Mutual Exchange Policy.

5.9 Sub Letting

The tenancy agreement sets out our approach to lodgers and subletting. Subletting a part of the property is only permitted with our prior written consent. Subletting of the whole property is not permitted and may constitute a criminal offence.

5.10 Running a Business from Home

If a tenant wishes to run a business from home, they must seek written permission from us first along with any other approvals that may be required.

We understand that some types of work can be carried out from home and we will not unreasonably refuse consent. However permission may be refused or withdrawn if the business activity causes, or is likely to cause, nuisance or inconvenience to others, leads to damage or increased wear and tear to the property, or is not suitable for a residential setting. If permission is withdrawn and the tenant continues to operate a business without permission it may be treated as a breach of tenancy.

5.11 Tenancy Fraud

We are committed to tackling tenancy fraud in our homes and will work closely with other departments and agencies including the Department for Work and Pensions and the Police.

We will use tenancy audits to proactively identify fraudulent activity including:

- Not occupying the property as the only or principal home as outlined in the tenancy agreement.
- Obtaining a tenancy by making false statements or claims or using false documentation.

Where tenancy fraud is identified, we will take appropriate and necessary action, including legal action against the tenancy and criminal prosecution.

5.12 Abandonment

We recognise that tenants may not be at home for a period of time for a variety of reasons. Our tenancy agreement states that our tenants must tell us if they intend to be away from home for more than 28 consecutive days.

Where we believe a tenant has abandoned their property, we will follow our Abandonment Processes and take legal action to regain possession of the property.

5.13 Ending a Tenancy

If a tenant wishes to end their tenancy with us, they must give us the correct amount of written notice, outlined in their tenancy agreement. If notice is not received, the tenant will be liable for the rent and service charge at the property, even after they have left and until the tenancy is brought to an end through legal action.

5.14 Ending a Tenancy on the Death of a Tenant

If a tenant dies and there is no successor, the tenant's Next of Kin, or the Executor of the Will is required to give us the correct amount of written notice as outlined in the deceased tenant's tenancy agreement. Rent remains due, in full for the notice period and this is recoverable from the deceased tenant's estate. We will endeavour to notify the next of kin of what notice is required to end the tenancy as early as is reasonably possible.

If a sole tenant dies and there is no next of kin or executor to provide

notice, the tenancy does not automatically end. Under the Administration of Estates Act 1925 and section 18 of the Law of Property (Miscellaneous Provisions) Act 1994, the tenancy vests temporarily in the Public Trustee. We will follow the statutory process by serving a Notice to Quit addressed to "The Personal Representatives of [full name of the deceased tenant]" at the tenant's last known address and register a copy of this notice with the Public Trustee. This ensures that the tenancy is lawfully terminated before possession is recovered.

Where a tenant dies leaving unpaid rent or other charges, we will seek to recover these from the sums from the tenant's estate.

5.15 Appeals Against Tenancy Related Decisions

Tenants have the right to ask for a review of the following decisions in this policy:

- The type of tenancy offered.
- Discretionary decisions on succession.
- Our decision to extend or end an Introductory Tenancy

All requests must be made in writing and be submitted with supporting evidence within **ten working days** of being notified of our decision. A Senior Manager will review the case and communicate their decision in writing within a further ten working days.

6. Complaints

A complaint is any expression of dissatisfaction about our service, actions, or lack of action that affects a resident. We are committed to handling complaints in line with the Housing Ombudsman's Complaint Handling Code and will manage any complaints relating to the way we grant or manage a tenancy as outlined in our Complaints Policy.

7. Communication of the Policy

We will ensure that this policy is available to our residents on our websites and in other formats if requested.

All colleagues involved in managing tenancies will receive training on this policy and associated procedures.

8. Equality, Diversity and Inclusion Impact

We are committed to working in a way that treats people equitably, celebrates diversity, and promotes inclusivity - because we believe this

builds a better society for all. We believe this approach will help our leaders make good decisions; enable us to serve our customers better; ensure we are a great employer and shape the way we engage with our communities. This approach will also help us to meet the legislative requirements under the Equality Act 2010, including our Public Sector Equality Duty.

We may adapt our approach or provision to ensure that services are accessible to people with a protected characteristic (as defined by the Equalities Act 2010) as well as everybody else. This will be in line with our Customer Support and Reasonable Adjustments Policy.

We will be consistent in our approach to tenancy management and treat all customers who access our service in a fair and transparent manner allowing for reasonable adjustments as necessary. We will offer appropriate support to all residents and consider any sensitive or special needs. Consideration will be given to sign-posting customers to suitable agencies for additional support and guidance.

Where necessary, additional support will be provided, such as translation of documents or the use of language line for example

9. Monitoring Performance Metrics (what is measured to demonstrate adherence)

We will monitor performance against this policy using the Tenant Satisfaction Measures set by the Regulator of Social Housing and our own internal performance metrics, including:

Tenant Satisfaction Measures

- % of tenants satisfied with the service delivered by the landlord
- % of tenants satisfied with the safety of their home
- % of tenants satisfied that their landlord listens to their views and acts upon them.

Internal performance metrics

- % Tenancies sustained beyond 12 months
- Housing Management Cost Per Property
- Number of evictions per year
- Number of Notice of Seeking Possession served per year

10. Policy Review

This policy will be reviewed every three years or sooner if there are changes to regulation or legislation.

11. Associated Policies

- Mutual Exchange Policy
- Allocations Policy
- Decant Policy
- Rent Setting Policy
- Service Charge Policy
- Neighbourhood Management Policy
- Homefinder Somerset Policy
- Customer Support and Reasonable Adjustments Policy
- Customer Complaints and Feedback Policy
- Somerset Council Complaints Policy