

1. Background and Objectives

1.1. The purpose of this policy is to set out the range of housing options we offer our customers, the types of tenancies granted and our approach to how we manage and help to sustain our customer's tenancies. We are committed to providing affordable, decent homes and supportive and sustainable environments. We recognise that the successful management of tenancies is key to delivering this commitment.

1.2. This policy will help us to ensure that:

- We comply with all relevant legal and regulatory frameworks
- Tenancies are managed effectively and consistently
- Requests from customers to make changes to tenancies are dealt with in a timely manner
- Appropriate advice is provided to tenants to support them to maintain their tenancies and make informed choices and changes.

We will take preventative measures to intervene at an early stage when we become aware of any tenancy breaches to offer customers the best opportunity to keep their homes. We will refer to our tenancy sustainment team or other support services where a housing related support need has been identified.

Successful implementation of this policy will deliver improved outcomes for both customers and Alliance Homes. These include:

- A higher percentage of tenancies being sustained in their first year of tenancy
- Reduced overall tenancy turnover
- Increased levels of tenancy fraud identified and investigated
- Improved customer satisfaction regarding our tenancy management function

2. Policy Detail

Table of Contents

| | |
|--|------|
| Scope and definitions | 2.1 |
| Our housing options | 2.4 |
| Terms and conditions of tenancy | 2.5 |
| Types of tenancy | 2.6 |
| Tenancy visits | 2.14 |
| Tenancy Support and Sustainment | 2.18 |
| Access | 2.19 |
| Tenancy changes | 2.21 |
| Succession | 2.29 |
| Assignment | 2.35 |
| Mutual Exchange | 2.36 |
| Abandonment | 2.38 |
| Lodgers | 2.40 |
| Subletting | 2.41 |
| Tenancy Fraud and Unlawful Occupation | 2.42 |
| Customer information and data management | 2.46 |
| Animals and Pets | 2.47 |
| Condition of property and garden | 2.55 |
| Hoarding | 2.60 |
| Pests and Infestations | 2.62 |
| Managed Moves | 2.66 |
| Nuisance and Anti-social Behaviour | 2.71 |
| Home Improvements | 2.74 |
| Electric Vehicle (EV) charging | 2.75 |

Scope and definitions

- 2.1. The policy applies to all customers who hold a tenancy with Alliance Homes and specifically covers issues relating to the management of the tenancies they hold.
- 2.2. It does not apply to other customers such as Leaseholders or Shared Owners as these tenures are covered respectively by the [Leasehold Management Policy](#) and [Shared Ownership Policy](#).
- 2.3. How we deal with serious breaches of tenancy are covered in our [Anti-Social Behaviour](#), [Domestic Abuse](#) and [Debt Management](#) policies, while issues affecting neighbourhoods, gardens and communal areas are covered in our [Neighbourhood Management](#) and [Mobility Scooter](#) policies.

Our housing options

- 2.4. As a social landlord, we offer different ways for people to live in our homes such as renting, leasing, or shared ownership – so we can meet the diverse needs of our customers and communities. We call these 'tenure types'. In this policy we consider only those tenure types where a customer holds a tenancy rather than a lease. We provide a range of affordable housing options. These vary because tenure and tenancy rules have changed over time due to government policies and how new homes are funded and built.

Social rent homes

Most of our homes are available for social rent. They include houses, flats, bungalows and homes for people over 50 or those living with disabilities or learning difficulties. We follow strict government rules about how much rent we can charge for these properties. Our social-rented homes usually cost about 40% less than market rent. Most social rent customers start with a Starter Tenancy agreement. After a six-month probation period, this usually becomes an Assured tenancy.

Affordable rent homes

Some of our homes are available at affordable rent. These are different from social rent homes and are let at around 20% below local market rents. Affordable rent homes are usually newer properties. Most affordable rent customers start with a six-month Starter Tenancy. If everything goes well during this time, it becomes an

Assured tenancy.

Rent to Buy homes

The Rent to Buy scheme helps our residents to save for a deposit while renting their home. Tenants can rent the property for up to five years at 20% below market rent, giving them time to save and eventually buy it. Tenancies will begin with a Starter Tenancy agreement, which becomes an Assured Tenancy after a successful probation period. When customers are ready to buy their home with a mortgage, they move to a lease agreement under the Shared Ownership scheme. Our **Rent to Buy Policy** is available to explain how we allocate and manage this tenure type in detail.

Terms and conditions of tenancy

- 2.5. We communicate the terms and conditions, the roles and responsibilities of our tenants and Alliance Homes and the consequences of failing to keep to those terms within the tenancy agreement. All customers are informed clearly and consistently about the tenancy conditions during our Letting Team's pre-tenancy process and again at sign-up, to ensure they are understood. Furthermore, our customers are encouraged to keep this legal document safe and reference it when discussing issues. Tenancy Officers are available to explain any terms and conditions in detail upon request.

Types of tenancy

Starter Tenancy / Assured Shorthold Tenancy

- 2.6. Starter Tenancies will be granted to all new customers in general needs and age-restricted housing, unless immediately prior to a tenancy being offered, the applicant held an Assured or Secure Tenancy which commenced before 1st April 2012 (please note that if the applicant is an existing Alliance Homes customer, they'll retain security of tenure). This is a probationary tenancy, which runs up to 18 months. However, if there are no problems with the conduct of the tenancy at 6 months, the Tenancy Officer following several tenancy visits to our customer's home can convert the tenancy to a full Assured Tenancy, effectively ending the probationary period.

If at 6 months there are concerns about the conduct of the tenancy in terms of nuisance, anti-social behaviour or persistent rent arrears the probationary period will continue

- until such time over the course of 12 months that the customer changes their

behaviour and the Tenancy Officer determines to convert the tenancy, or

- until 18 months when the tenancy will automatically convert to an Assured Tenancy

Assured (Non-Shorthold Tenancy)

2.7. Assured Tenancies are offered to:

- New tenants who successfully complete a Starter tenancy
- Existing Alliance Homes tenants who hold an Assured Tenancy and move to another Alliance Homes property, retaining security of tenure
- New tenants who immediately prior to a tenancy being offered held an Assured or Secure Tenancy that commenced before 1st April 2012

Assured Tenancies are not shorthold and imply a statutory 'periodic' tenancy (following any starter period) meaning it's a lifetime tenancy provided no tenancy breaches occur. This type of tenancy enables us to end your tenancy by obtaining a court order for possession in accordance with Chapters 8 & 9 of the Housing Act 1988, if we have a valid legal ground as detailed in Schedule 2 of the Housing Act 1988.

Protected Assured Tenancy

2.8. This is for customers who have been with Alliance Homes since before our homes transferred from North Somerset Council in February 2006 and are moving to another Alliance Homes property. This type of agreement preserves the customer's rights including Right to Buy.

Fixed Term Tenancy

2.9. We may use this type of tenancy for a specific period of five years, for homes that are in high demand, such as:

- Properties with four or more bedrooms (including any room which could reasonably be used as a bedroom)
- Homes that have been significantly adapted for disability needs

We also use this type of tenancy for tenants in Rent to Buy housing where our customers can continue with a tenancy for up to 5 years and then choose to

purchase their home under shared ownership conditions or outright. In no circumstances do we offer fixed term tenancies for less than five years.

A Fixed Term tenancy is also known as an Assured Shorthold Tenancy and is intended to last for a fixed period. However, it can be renewed at five years if the tenant and their household continue to meet qualifying criteria. They are different from an Assured or 'lifetime' tenancy which has no set end date.

Fixed Term tenancies are reviewed periodically and at least 6 months before the end of the tenancy. Upon review, we will notify our tenant in writing whether we intend to grant another tenancy or propose to end the tenancy. When we agree renewal, it will be subject to a continued need for the specific facilities and compliance with tenancy conditions. Where it is our intention not to renew a fixed term tenancy, we will refer customers to our Support Team to assist them in considering their housing options and to look for and bid on suitable alternative accommodation. Our decision will always take in to account the needs of vulnerable households as directed by our [Reasonable Adjustments Policy](#).

Where a customer wishes to appeal against or complain about the length of a fixed term, the type of tenancy offered or a decision not to grant another tenancy on the expiry of the fixed term, it will be handled in line with our [Complaint Handling Policy](#).

Contractual Tenancy

- 2.10. This is used for temporary housing arrangements as agreed with a local authority's Housing Options and Advice team. This is not an Assured Tenancy.

Assured Shorthold Starter Tenancy with Support (Extra Care)

- 2.11. For customers living in our Extra Care schemes. It is an Assured Shorthold (Starter) Tenancy that becomes non-shorthold after a successful probation period of six months.

Assured Shorthold Starter Tenancy with Support- Learning Disability Accommodation (LDA)

- 2.12. For customers who live in homes for people with learning disabilities. It also starts as an Assured Shorthold (Starter) Tenancy that becomes Assured non-shorthold after a six-month probation period.

Licence Agreement

- 2.13. We use licence agreements for temporary managed moves where the tenant is housed in alternative accommodation for the interim but has an intention to return to their established tenancy. This is not an Assured Tenancy and confers limited rights of occupation for a temporary period.

Tenancy visits

- 2.14. As part of our approach to tenancy management all new tenants will be contacted by our Income and Lettings Team two weeks after the tenancy start date. This is to check on the financial aspects associated with a new tenancy which may include receipt of benefits and assisting customers in providing agencies with all necessary documents and proofs to further claims.
- 2.15. Our Tenancy Officers, responsible for upholding tenancy conditions and offering advice and assistance on tenancy matters, will visit new tenants in their homes at one month and at six months after the start of the tenancy. These visits serve to make introductions and give Tenancy Officers and customers an opportunity to discuss any issues which may have arisen regarding the property or the tenancy. Tenants in Rent to Buy housing receive an annual tenancy visit in conjunction with the Money Advice Team to ensure they are on track in saving for a mortgage deposit. Tenancy Officers may need to refer to specialists within Alliance Homes and external agencies if they cannot answer or offer remedies to customers queries immediately but will remain the main point of contact and relay information and contact details accordingly.
- 2.16. Tenancy Officers will carry out visits to customers upon request but also visit customers in the course of their duties to enforce tenancy conditions or check on wellbeing.
- 2.17. The purpose of visits will be to make sure that we are delivering on Alliance Homes' responsibilities as a landlord whilst also making sure that our customers are adhering to their responsibilities as detailed within their tenancy agreement – these may include:
- Occupying the property as their only or main home and updating occupancy details
 - Promptly reporting any repairs or disrepair for which Alliance Homes is responsible

- Making sure that homes, gardens and driveways are well maintained, in good condition and in line with their tenancy agreement and any restrictive covenants
- Making sure that pets are kept under control, looked after and toileted responsibly
- Not storing items in a home or garden which increase fire risk and attract pests
- Helping us meet our health and safety responsibility in ensuring that any communal areas (if appropriate) are kept clean, tidy, safe and free from obstruction.

Tenancy Support and Sustainment

2.18. Tenancy Officers may refer customers in need of assistance to support services within Alliance Homes or external agencies and charities. Services can be accessed by our customers directly if they so wish. These support services offer short-term support for customers through one-to-one tailored housing related advice, guidance, sign posting and advocacy. They may include but are not limited to:

- Tenant Support & Wellbeing Service - available to all our customers, across all tenure types. The service provides practical information, resources, and in the moment support to help our customers balance their work, family and personal life.
- Care Connect
- Tenancy Sustainment and Community Support Teams
- Home from Hospital Service
- Resettlement Service
- Social Prescribing Team
- Hoarding Support
- Carers Support Service
- Money Advice Team
- Home Energy Advice Team (HEAT)
- Citizens Advice Bureau.

Access

2.19. Our tenancy agreement states clearly that customers must allow us as the landlord, including employees or contractors acting on our behalf, access to the property at reasonable times to carry out safety checks and tenancy or home inspections. We will give reasonable notice (at least 24 hours) to customers prior to any visits unless an ad hoc visit is attempted to gain access, for example, after a failed appointment

which has not been successfully re-arranged or if more immediate access is required in an emergency. In all cases we will refer to and respect our customer's preferred modes of contact and any instructions held on our systems so that communications are enhanced.

- 2.20. Where access to the property is refused or denied, Alliance Homes will take appropriate and proportionate legal action to obtain access, which may be by means of injunction or Notice of Seeking Possession. Tenants may also face criminal prosecution.

Tenancy changes

We will consider requests from tenants who wish to make a change to the terms of their tenancy or home environment; and applications for a person or persons to take over a tenancy. A response to a request will be given within 10 working days of receipt.

Sole Tenancy to a Joint Tenancy

- 2.21. Alliance Homes will consider a request for assignment from a Sole to a Joint Tenancy. It is usual to grant a joint tenancy only for tenants and their spouse/civil partner. In exceptional cases we will consider generational joint tenancies (assignment between the tenant & brother/sister/cousin or non-relation) if reasonable adjustments are a factor, but we will not consent to intergenerational joint tenancies (assignment between the tenant & their daughter/son/niece/nephew or grandchildren). To promote sustainable tenancies, we will confirm with the sole tenant that the relationship with the proposed joint tenant is of a reasonable longevity and settled as there is potential for the joint tenancy to be ended by either party by serving a Notice to Quit.
- 2.22. We will refuse to approve an assignment if the applicant is currently in rent arrears or has any tenancy breaches. Application forms are available from our website and staff on our Tenancy Team can offer information and advice upon request.

Joint Tenancy to a Sole Tenancy

- 2.23. A Joint Tenancy can be assigned to a sole tenant and become a Sole Tenancy if there are no tenancy breaches, both parties agree, and the proposed sole tenant is able to sustain the tenancy. Alliance Homes cannot unilaterally terminate a joint tenancy or remove a tenant without due process which involves both joint tenants signing a legal document called a deed of assignment. Application forms are

available from our website and Tenancy Officers can offer advice and information on the process where requested.

- 2.24. Joint Tenants who are experiencing a relationship breakdown and cannot reach an amicable resolution will be advised to seek independent legal advice. Upon receiving an order from the court to transfer the tenancy to one of the joint tenants, Alliance Homes will assign the tenancy.
- 2.25. Either joint tenant may terminate a joint tenancy by serving a valid Notice to Quit (NTQ). We will advise both parties that (if periodic) the tenancy has been terminated and that the joint tenant served with the notice has no legal right to remain in occupation. We will advise them to contact the local authority's Housing Options Team to register that they are at risk of homelessness.
- 2.26. Alliance Homes is under no obligation to grant either party to the tenancy a new tenancy in their sole name unless by order of the court. Should we look to grant a tenancy to the newly single occupant this would be in the form of a new Starter Tenancy.
- 2.27. In response to the Domestic Abuse Act 2021, Alliance Homes will be empowered to:
- Terminate a tenancy and evict the perpetrator where serious criminal offences have been committed resulting in a conviction and where the victim has fled the house because of domestic abuse
 - Grant a new sole tenancy to the survivor of domestic violence in his/her home. The provisions of the Act will ensure that where the survivor had a joint lifetime tenancy with the perpetrator, the new sole tenancy will also be on a lifetime basis
- 2.28. Whilst a joint tenancy exists, both parties will be jointly and separately (individually) liable for any outstanding debts or matters relating to the tenancy.

Succession

- 2.29. We will consider approval of Succession (the transfer of the rights and obligations of a tenancy to another person following the death of the original tenant) as set out in the tenancy agreement:
- in accordance with the statutory rights of a 'surviving' joint tenant who on the death of their spouse/civil partner/partner will automatically succeed to the

tenancy, which becomes a sole tenancy. There can only be one succession in these circumstances.

- in accordance with the statutory and contractual rights of family members (defined as children, grandchildren, siblings, uncle, aunt, nephew and niece, including step relations or half relations) to make application to succeed to a sole tenancy and with consideration of the above and following criteria:
 - the would-be successor is a family member of the deceased tenant as defined under contractual succession or the appointed guardian for the deceased tenant's children
 - the would-be successor has lived in the property as their only or main home in the 12 months prior to the death of the tenant
 - applicants to succeed have the right to rent
 - the property is not too large or too small for the remaining occupants
 - the property type is suitable for the would-be successor and their household to live in, for example the property may be age-restricted accommodation or contain adapted facilities

2.30. Where the circumstance for succession exists, but the legal/contractual rights do not because of a previous succession or other reason we may grant a discretionary succession and permit a would-be successor to stay as tenant if there is a positive reason for doing so which advocates for a stable and sustainable home environment or where failure to do so would cause significant harm. All decisions will consider the needs of those household members who are vulnerable due to their circumstances and would benefit from the provision of dedicated facilities, equipment or adaptations, in line with our [Reasonable Adjustments Policy](#).

2.31. Any grant of a new tenancy under this discretionary succession option will be subject to any restrictions on us through our obligations under any relevant housing allocations agreements. For discretionary offers of tenancy, we will offer the form of tenancy agreement granted to new tenants which would normally be a starter tenancy. It is important to note that someone who is granted a tenancy under this option, will not be treated as a 'successor' as defined under section 17 of the Housing Act 1985. This means their spouse, civil partner or partner living together with them as if their spouse in the future would have a statutory right of succession.

2.32. If a succession request is refused, we will look to effectively communicate and explain our decision and to respond sympathetically to the would-be-successor's situation, giving them reasonable time to make representation to the local authority

and to find themselves a new home. We will issue information regarding the charges (equivalent to rent) to be imposed for their use and occupation of the premises and offer them support to help them in this transitional period.

- 2.33. If an application to succeed is made on behalf of a minor (a person aged under 18 years) we will give due consideration if they meet the conditions for succession. We will always seek to find an adult to be the trustee to hold the tenancy interest until the minor reaches 18 years of age. If the deceased tenant had a will, they may have appointed someone to be a special guardian for their dependants. If not, then the executor will be the trustee automatically. If there was no will, we will speak to other adult family members or a social worker to ask one of them to act as the trustee. Where there is social services involvement, we will work with both the family and social services to try to ensure sufficient support is provided by the family. If no adult will agree to act as trustee, we will take legal advice about how to proceed.
- 2.34. Where more than one person claims to be eligible to succeed, we will require them to resolve between themselves who will succeed the tenancy as we will not create a joint tenancy on succession. If they are unable to agree:
- For assured tenants whose tenancy was granted prior to 1st April 2012, it depends on the provisions of the tenancy agreement as this determines who decides (this will usually be Alliance Homes)
 - Where an assured tenancy was granted on or after 1st April 2012, they must apply to Court if they cannot agree.

Assignment

- 2.35. Tenants are not permitted to pass on or assign their tenancy except in the following circumstances and with our consent:
- By way of a Mutual Exchange with a tenant of a Registered Provider; or
 - If ordered to do so by a Court
 - Where the tenancy agreement allows the tenant to assign the tenancy to someone who would be entitled to take over or succeed to the tenancy if the tenant dies. Our consent will not be unreasonably withheld. However, an assignment will not be considered where there are court orders or rent arrears.

Mutual Exchange

2.36. Due to local authorities having strict criteria to join the local housing register our customers can face lengthy waiting times if they need or would like to move house. We are committed to encouraging our customers to consider exchanging or swapping their home with another housing association or local authority customer, where the tenancy agreement allows. Mutual Exchange offers flexibility for customers to broaden their options regarding where they can live and what type of accommodation is available to them. Our approach is set out in our **Mutual Exchange Policy**. We will provide free access to a national mutual exchange service to enable this.

2.37. Our policy aims to:

- outline which tenancy agreements have the right to exchange
- ensure customers understand the process and the consequences of moving
- set out clear guidance on the legal requirements
- set out the grounds for refusing a mutual exchange
- provide a clear appeals process

Abandonment

2.38. Alliance Homes recognises that customers may not be at their home for a time, for a variety of reasons. Our tenancy agreement states that tenants must notify us in writing if they intend to be away from home for 28 days or more. However, where we believe that our tenant may have abandoned a property, we will investigate to establish whether their behaviour clearly demonstrates that they have left the property with no intention to return.

2.39. We may be able to contact our tenant and as a result we will either accept that they have been away from home temporarily and intend to return or our tenant may choose to relinquish the tenancy. If we have no contact with our tenant and following investigations it is our belief that they have permanently abandoned the property we will take appropriate repossession action.

Lodgers

2.40. Alliance Homes recognises that some customers may wish to take in a lodger. This means someone who is allowed to use part or parts of a property but does not have exclusive use of those parts. Our tenancy conditions require our customers to gain our permission, and we will seek to ensure that that this arrangement does not cause problems for neighbours or overcrowding. We will ask for details of the intended lodger and the accommodation he or she will occupy. This information will

also be required to ensure proper checks can be made to establish whether Right to Rent rules are complied with under legislation detailed in the Immigration Act 2014.

Subletting

2.41. Our tenancy conditions prohibit the granting of a sub-tenancy (our tenant sub-letting or giving exclusive possession of part or the whole of the property to someone else, usually in return for rent). Following investigation, we will take action to repossess the property if sub-letting is confirmed. Tenants may also face criminal prosecution.

Tenancy Fraud and Unlawful Occupation

2.42. We have a responsibility to ensure that our properties are let to those in housing need in accordance with our [Lettings Policy](#). Our [Tenancy Fraud Policy](#) seeks to address cases of suspected unlawful occupancy of our homes including:

- Obtaining or attempting to obtain a property using false statements and/or fraudulent documents
- Not using the property as the "sole or principal home" i.e., renting a property from us and then living elsewhere
- Subletting part or the entire property
- Succeeding to or assigning the tenancy without the permission of Alliance Homes
- Failing to notify Alliance Homes when a tenant moves out or passes away

2.43. Maintaining effective measures to tackle tenancy fraud and unlawful occupation is an essential component of good tenancy management. These include:

- Having robust lettings procedures in place at the start of a tenancy
- Carrying out tenancy audits across our homes
- Publicising tenancy fraud in our communications with customers and encouraging people to let us know when circumstances change
- Working with partners to enhance the likelihood of detection and enforcement
- Taking effective action where fraud or suspected fraud has been identified
- Training our staff to identify potential tenancy fraud

2.44. We will not tolerate any unauthorised occupants of any property and will take steps to remove anyone who is found to be in illegal occupation as quickly as possible. At our discretion we may apply 'use and occupancy charges' to ensure revenue is received throughout the process.

2.45. Tenants who have been subletting may have made substantial profit by doing so and

a claim for these profits will be taken through the courts along with the claim for possession. A claim for damages may also include damage to the property and recovery of legal costs to regain possession of the property.

Customer information and data management

2.46. Alliance Homes is committed to checking and updating our customers' details. The information collected helps us to maintain accurate and up-to-date tenancy records in relation to all customers, household members, lodgers and sub-tenants occupying our homes. This also helps us to tailor the services that we deliver.

We will use information gained through tenancy visits to confirm legal occupation of our tenant(s) and proactively identify incidents of overcrowding, under use, unauthorised occupation and tenancies where any additional support to sustain the tenancy may be required. Our [Customer Privacy Notice](#) explains how we collect and process your personal data.

Animals and Pets

2.47. Alliance Homes recognises the benefits that responsible pet ownership can bring to our customers and the wider community. Our [Animal and Pet Policy](#) clarifies our tenancy management approach. We wish to assure that all our customers who hold a tenancy are free to make their own choices, without the need to gain formal permission from Alliance Homes should they wish to keep a pet.

2.48. However, customers who keep pets in our homes are bound by conditions of their tenancy, responsible pet ownership and animal welfare. Pets must be kept in accordance with:

- Tenancy Conditions - To ensure that any animal kept at or visiting your home does not cause nuisance, disturbance, detriment to the property or health hazard
- Any restrictive covenants (usually found on new build properties) which prohibit customers from keeping pets in their home.
- The RSPCA's basic welfare requirements as introduced by the Animal Welfare Act 2006.
- Legal requirements to microchip dogs and cats and keep contact details updated
- Any current restrictions prohibiting our customers from keeping pets

- 2.49. Customers who access their property through a communal door e.g. flats and age restricted schemes will need to make sure that their pets are not left to roam freely, dogs are always kept on a lead, and not allowed to foul in communal hallways, landings, stairwells or gardens. Where fouling does occur, it must be cleaned up immediately afterwards and disposed of appropriately.
- 2.50. Our customers need to ensure that by having a pet in their home this does not cause any additional damage or unreasonable wear and tear to their home or to the communal areas around it. Additionally:
- Where customers keep an animal in a garden used solely by them, they must provide and maintain any fencing or equipment needed to control it
 - Animal breeding, boarding or selling animals in our homes is prohibited
 - Customers must make adequate arrangements for providing care for their pets when they are away from home and notify Alliance Homes if a temporary absence is for an extended period
 - The number and type of animals kept should be proportionate to the property size. (Guidance on this aspect is available from the Neighbourhoods Team)
- 2.51. Alliance Homes acknowledges that poultry (chickens, ducks, geese) and livestock (pigs, sheep, goats, horses) are sometimes considered to be pets and kept by customers in larger rural gardens or adjacent spaces. However, we expect our customers to consider their responsibilities under their tenancy conditions, as cited above. Moreover, they must abide by any restrictive covenants associated with the property and consider the suitability of keeping such animals, given the potential effect to their home environment, neighbours, and the wider community. The keeping of cockerels is not permitted due to the noise nuisance likely to be caused.
- 2.52. If there are reasonable concerns that a tenant is not keeping to their tenancy conditions, we may take proportionate tenancy enforcement action up to and including the removal of unsuitable animals and in exceptional circumstances injunctive or possession proceedings.
- 2.53. Dogs listed under the Dangerous Dogs Act 1991 as amended in 2014 (excluding those that have gone through the legal exemption process and are adhering to the strict requirements of these schemes e.g. XL Bully breeds) and any animal listed in the Schedule of the Dangerous Wild Animals Act 1976, or The Control of Trade in Endangered Species (Enforcement) Regulations may not be kept in an Alliance

Homes property under any circumstances.

- 2.54. The keeping of any animal listed in either of these pieces of legislation (or any legislation which may replace the existing) will be classed as a criminal offence and investigated by the police. If a criminal offence is proven through an act or omission that is unlawful Alliance Homes will consider this a severe act of anti-social behaviour and enforcement action against the tenancy will be taken.

Condition of property and garden

- 2.55. Our expectations are consistent with the tenancy conditions in that our tenants keep the interior of their home in good and clean condition and decorate all internal parts of their home as often as is necessary to keep them in good decorative order. Where we assess that a property is not being kept to an acceptable standard, we will caution our tenant that they are in breach of their tenancy conditions. We may signpost customers for support to resolve issues, however property condition is ultimately our tenants' responsibility and could result in legal action being taken to gain possession of the property. We may also seek access to carry out cleansing work if negligence is causing nuisance or risks potential health and safety issues to our customers or other people. At our discretion we may charge our tenant for the costs of any work.
- 2.56. This approach also applies to the external area associated with the property. Tenants that have exclusive use of a garden are responsible for ensuring it is maintained to an acceptable standard and free from rubbish. Moreover, they must ensure that the garden does not endanger the health and safety of others or cause damage to any property.
- 2.57. We will work with customers who do not maintain their garden to make them aware of their responsibilities and support them to find solutions to managing the garden. We will take legal action as a last resort if the issue is severe, reasonable support has been offered but not acted upon or it becomes a public health hazard or a statutory nuisance. All approaches for resolving tenancy breaches will be utilised including the powers of external agencies, and recharging tenants for the costs of works carried out, including legal remedies.
- 2.58. Although we have no ability to take proceedings against landowners who do not maintain their garden or property, we will, where appropriate, refer matters to the local authority. Where a property has been purchased under Right to Buy or Right to Acquire, we will look to enforce any covenants relating to garden maintenance.
- 2.59. All gardens to empty properties will be brought up to the defined clean and safe

standard. Please refer to our Empty Homes Standard.

Hoarding

- 2.60. Our **Hoarding Policy** details our approach to managing complex cases involving hoarding behaviour which as well as being a breach of tenancy poses significant health and safety risks not only to the tenant and household but to neighbouring properties and anyone visiting the property. Tenancy Officers will investigate all reports of hoarding and act as case managers, referring to our specialist Hoarding Support where appropriate. They will undertake health and safety risk assessments and work with the Safer Homes Team, taking targeted action where issues involving mould and damp and fire risk constitute a Category 1 health and safety hazard.
- 2.61. Hoarding cases can be referred to Case Conference where senior management can discuss an integrated approach to tenancy management and other complex issues. Cases will also be discussed within community partnerships and professionals' meetings, notably with social services and the fire service.

Pests and Infestations

- 2.62. Customers are required to deal with pests and infestations in their home as set out in the tenancy agreement and our **Pests and Infestations Policy**. Responsibilities include:
- Maintaining a property or garden so that pests are less able to find places to shelter and cause repeated issues in and around the property or to neighbouring land and property
 - Taking action to prevent, remove and manage infestations including, if required, the hiring of specialist pest control companies to treat affected areas
 - Promptly removing dog waste and other droppings as required
 - Not throwing food on the ground to feed birds as this attracts vermin
 - Allowing employees and contractors of Alliance Homes access to carry out pest control treatments where Alliance Homes has management responsibility.
- 2.63. Alliance Homes is responsible for managing a pest issue or infestation in the following circumstances.
- If the infestation presents in the communal areas of flats that are owned and managed by Alliance Homes

- Where a fault in the fabric of the building allows access to pests which may present a serious risk to a person's health and safety
- An infestation potentially affecting multiple homes and the wider community, defined as a public health concern by Environmental Health
- During the process of re-letting a property
- Where reasonable adjustments are required to meet a customer's specific need

2.64. We acknowledge that pests in the home, such as rats and mice, can cause distress and anxiety. Consequently, Alliance Homes aims to respond to reports of pests in a timely and understanding manner, and if required to, carry out repairs and treatments promptly. Customers will be regularly updated on progress as treatments may take place over several weeks.

2.65. Alliance Homes' customers that are responsible for but fail to deal with pests or infestations and due to their neglect cause nuisance to neighbours or damage to the fabric of property may face action for breach of tenancy. They may also be charged costs of treatment, clearance or any legal action taken.

Managed Moves

2.66. Customers may require a move to alternative accommodation on a temporary basis in the following circumstances:

- Damage to a tenant's home due to fire, flood or similar emergency renders it unfit to live in
- Essential repair work that cannot be done with the tenant in occupation, such as structural repairs, dry rot, damp and mould related repairs, major asbestos disturbance or any other circumstance that would pose a risk to our tenant
- Priority action required by legislation, such as Hazards in Social Housing (Prescribed Requirements) Regulations 2025 (also known as Awaab's Law), requiring investigation and remedial action of emergency hazards, including damp and mould issues, within a specific timeframe, and if needed to move customers out of their home until health and safety hazard has been repaired.

2.67. Arrangements for moving customers will be made by Tenancy Officers who will assist with the management of expenses and ensure customers do not suffer financial losses. Furthermore, Tenancy Officers will liaise with our Assets and Sustainability and Repairs teams. The latter will be responsible for informing customers about the necessary works and keeping them updated about the progress of repairs. All efforts will be made to return our customers to their

substantive tenancy as soon as possible.

- 2.68. Customers will be asked to move permanently if the property that they are living in is going to be demolished, redeveloped or there are major works which will take longer than 6 months, and it would not be reasonable to subject a customer to a temporary move for this length of time given the extensive disruption caused.
- 2.69. If a move is permanent and they meet qualifying criteria, our tenant is entitled to a one-time flat rate home-loss payment. These payments are a type of compensation in recognition of any personal upset suffered and to assist our customers make their new house a home. Details of payments can be found on government websites as they are paid in line with the Home Loss Payments (Prescribed Amounts) (England) Regulations 2023. For joint tenancies, one home loss payment will be shared between joint tenants.
- 2.70. If our tenant is required to move for redevelopment or any other works they will be granted a tenancy with no less security of tenure on their return to settled accommodation.

Nuisance and Anti-social Behaviour

- 2.71. We recognise that nuisance and anti-social behaviour can have a serious and lasting impact on individuals and neighbourhoods, and we are committed to taking proportionate and effective action to resolve it. Our [Anti-Social Behaviour Policy](#) as set out by the Neighbourhood Safety Team explains our approach.
- 2.72. Breaches of tenancy agreements will be predominantly investigated by our tenancy management team where anti-social behaviour is associated with environmental nuisance, property and boundary disputes, pet nuisance and lifestyle differences.
- 2.73. We will act within our powers as a landlord, working alongside partner agencies where they hold the lead role. We will be clear with customers about what action we can and cannot take to avoid raising unrealistic expectations while still supporting customers to feel safe and respected in their homes.

Home Improvements

- 2.74. We recognise that many of our customers wish to alter or improve their home to meet their own preferences or needs. Our [Alterations and Improvements Policy](#)

details how our customers should request permission and undertake work in accordance with the terms and conditions of their tenancy agreement. Our Assets and Sustainability and Repairs Teams will administrate our processes with input from tenancy management services where appropriate.

Electric Vehicle (EV) charging

- 2.75. We anticipate that whilst the public infrastructure for charging electric vehicles is developing there will be an increased demand for the installation of home charging facilities. Our stance on dealing with such requests is encapsulated in our **EV Charging Policy** guided by Alliance Homes' **Sustainability Strategy 2025-28**. Tenancy Officers will provide customers with relevant information so requests can be processed by our Assets and Sustainability team.

3. Monitoring, consultation, and review

We monitor our performance in delivering the objectives of this policy by reporting to our leadership team in the quarterly performance report.

Customers, colleagues, and service users may be involved in giving feedback on this policy, leading to amendments where appropriate.

The Service Director of Customer Operations is responsible for the implementation of this policy.

This policy will be reviewed within two years of its approval by the Service Delivery Manager – Neighbourhoods and will be approved by our Board.

4. Equality and Diversity

This policy is subject to a periodic Equality Impact Assessment (EIA).

The purpose of such an assessment is to consider the effect of the policy regarding the recognised protected characteristics of equality and ensure that it does not unfairly impact any individual or group. The protected characteristics are age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, pregnancy and maternity or other grounds set out in our Equality and Diversity Strategy and Policy. Remedial action will be undertaken if a detrimental effect is identified.

The EIA also requires the policy author to consider whether the policy is likely to negatively impact on a person's Human Rights.

This policy and any other related Alliance Homes publications can be provided in other formats for those with visual, literacy or language difficulties.

5. Complaints

If you would like to raise a complaint in relation to this policy, you can do this by calling us on **03000 120 120** or emailing us at **act@alliancehomes.org.uk**

All complaints will be handled in line with the latest Alliance Homes Complaint Handling Policy.

6. Associated documents

- Housing Act 1980, 1985, 1988, 1996, 2004
- Social Housing (Regulation) Act 2023 and the Tenancy Standard (2024)
- Equalities Act 2010
- Assured (Shorthold and Non-Shorthold) Tenancy Agreements
- Residents Agreements (new-build properties, detailing restrictive covenants)
- Lettings Policy
- Rent to Buy Policy
- Tenancy Fraud Policy
- Animal and Pet Policy
- Mutual Exchange Policy
- Pests and Infestations Policy
- Neighbourhood Management Policy
- Mobility Scooter Policy
- Reasonable Adjustments Policy
- Hoarding Policy
- Anti-social Behaviour Policy

- Domestic Abuse Policy
- Alterations and Improvements Policy
- Electric vehicle (EV) Charging Policy
- Sustainability Strategy 2025 -28
- Complaints Handling Policy

7. Version control and approval dates

| Approval stage | Date completed |
|--------------------------------------|----------------|
| Equality Impact Assessment completed | 05/01/2026 |
| EIA reviewed by HR specialist | 07/01/2026 |
| SLT review / approval | 05/02/2026 |
| Board or Committee approval | 18/02/2026 |
| Next review date | February 2028 |

7. Appendices

Appendix A - Equality Impact Assessment

Appendix A - Equality Impact Assessment

An Equalities Impact Assessment must be conducted alongside the review of an existing policy or the creation of a new one.

1. Name the Strategy, Policy, Procedure or Function (SPPF) being assessed and name of author.

Tenancy Management Policy – Andrew Cartwright

2. Aims of the SPPF being assessed.

- *Whose need is it designed to meet?*
- *Are there any measurable elements such as time limits or age limits?*

The aim of this policy is to set out how Alliance Homes will carry out its tenancy management function to ensure that tenancy conditions are adhered to, offering an effective and consistent service standard, in compliance with all regulatory and statutory requirements. Where customers request changes to their tenancy or assignment to them of another person's tenancy, we set out to ensure that investigations, permissions or refusals are dealt with in a timely manner in keeping with our KPI's. Also, our decisions will be communicated in an effective manner by means of our customer's preferred communication method.

We also seek to ensure that appropriate advice and information is provided to tenants to support them to sustain and make changes to their tenancies, allowing them to make informed choices.

3. Who has been consulted in developing the SPPF?

- *Make reference or links to consultation/evidence documents*

Our tenancy management policies and services are largely determined by regulation and statutory requirements however the neighbourhood services management team have been actively developing our tenancy management approach and have consulted widely with other operational teams. Our policy and procedures are available to be examined by the Customer Scrutiny Panel (CuSP) on request to ensure they meet customer needs, maintain high standards and are regularly updated to include any recommended improvements.

4. Does the SPPF promote equality of opportunity?

The policy promotes equality of opportunity by ensuring a fair, transparent and non-discriminatory approach to our tenancy management services and service standards. Information is available in various accessible formats to ensure that all tenants can understand their rights and responsibilities and the duties and responsibilities of their landlord and are aware of how to apply changes to their tenancy. We are committed to making reasonable adjustments where practical for tenants who may be disadvantaged, for example, due to age or disability. The policy also seeks to outline consistency of process to prevent subjective or biased decisions.

5. Identify potential impact on each of the diversity “groups” by considering the following questions (the list is not exhaustive but an indication of the sort of questions assessors should think about):

- *Might some groups find it harder to access the service?*
- *Do some groups have particular needs that are not well met by the current SPPF?*
- *What evidence do you have for your judgement (e.g. monitoring data, information from consultation/research/feedback)?*
- *Have staff/residents raised concerns/complaints?*
- *Is there local or national research to suggest there could be a problem?*

| Protected Characteristic | No impact | Negative impact | Positive impact | Information source/s ** | Comments/evidence |
|--------------------------|-----------|-----------------|-----------------|-------------------------|---|
| Race | X | | | | <p>There is no evidence that the policy will have an impact on any specific race. For customers where English is not their first language, we will engage with translation services if required to better communicate the responsibilities and obligations of all parties and information regarding the tenancy agreement and that pertaining to the sustainability of the tenancy.</p> <p>We are continuing to collect data on all protected characteristics and needs of our customers which will be used to ensure our</p> |

| | | | | | |
|--------------------|---|--|---|--|---|
| | | | | | services are delivered in a fair and equitable manner. |
| Disability | | | X | | The policy ensures that procedures are accessible, inclusive and minimise barriers to participation. This policy governs the effective management of tenancies, which is to safeguard all tenants and especially more vulnerable residents, which includes people with disabilities. Due to someone's disabilities, whether this is a physical, mental or learning disability, this could affect their ability to receive and understand communication from representatives of Alliance Homes relating to tenancy management, possession action and eviction. Tenancy Officers where appropriate will meet tenants in person either via a home visit or office interview to explain or assist with processes, referring to support where appropriate. Information and documentation is also available in different formats, e.g. large print and braille, translation services. Guidance and other information is available in hard copy rather than solely on digital platforms. |
| Gender | X | | | | There is no evidence that the policy will have an impact on any specific gender |
| Transgender | X | | | | There is no evidence that the policy will have an impact on any specific gender reassignment or transgender group |
| Sexual orientation | X | | | | There is no evidence that the policy will have an impact on any specific sexual orientation |

| | | | | | |
|------------------------------|---|--|---|--|---|
| Religion or belief | X | | | | There is no evidence that the policy will have an impact on any specific religion or belief. |
| Age | | | X | | The policy ensures that procedures are accessible, inclusive and minimise barriers to participation. The policy governs the effective management of tenancies, which is to safeguard all tenants and especially more vulnerable residents, which includes older people. Older people are more likely to have health conditions impairing eye-sight and hearing, which can have implications on being able to read any letters or notices or hearing telephone calls in relation to tenancy management, possession action and eviction. Older people may also be less able to access information via websites or use new technology, which may disadvantage them. To mitigate this specialist tenancy officers assigned to dealing with age-restricted schemes will where appropriate meet tenants in person either via a home visit, community meeting or office interview. Information and documentation is also available in different formats, e.g. large print and braille. Guidance and other information is available in hard copy rather than solely on digital platforms. |
| Marriage & Civil Partnership | X | | | | There is no evidence that the policy will have an impact on this protected group. |

| | | | | | |
|-------------------------|---|--|--|--|---|
| Pregnancy and Maternity | X | | | | There is no evidence that the policy will have an impact on this protected group. |
| Rural issue | X | | | | There is no evidence that the policy will have an impact on any specific rural issues |
| Social mobility | X | | | | There is no evidence that the policy will have an impact on social mobility |

Was there a negative impact identified in question 5? If yes go to question 6. if not go to question 7.

6. If “negative impact” identified in table (4) above is it?

Legal -

What is the level of impact? -

| | |
|------|-----|
| YES | NO |
| HIGH | LOW |

If it is not legal and/or high impact – (i.e.: if you have highlighted **NO to legal and HIGH to impact, then the document should be referred to Head of HR**)

7. If positive impact has been identified in table 4 above, how can it be improved upon or maximised, either in this SPPF or others?

Our Customer Scrutiny Panel may request to review the policy or specific aspects thereof at their convenience to recommend improvements. Previous older persons forums have indicated as an outcome that more information should be provided in hard copy, rather than all in digital formats. The Community Investment Team has progressed these changes for tenants in age-restricted schemes and the Neighbourhood Team is intent on developing further information and guidance for all tenants, e.g. mobility scooter guidance.

8. Full EIA (or if you decide full EIA is not necessary but some changes should be considered)

- Are there changes you could introduce which would make this SPPF work better for this group of people?
- Is further research or consultation required?

9. Does this proposal have any potential Human Rights implications?

Tenancy Management Policy



If yes, please describe (if necessary, please refer to the Alliance Homes Group Human Rights Policy)

The policy supports Alliance Homes' approach as outlined in our Human Rights Policy.