

Tenancy Management Policy

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1 Policy information

Date of issue	January 2026
Updating	Tenancy Management Policy
Review Date	December 2028
Drafted by	Housing and Communities Manager
Contributors	Housing & Communities Team, Scrutiny Panel, Brabners Solicitors
Responsible Director	Executive Director of Assets and Neighborhoods
Circulation List	Available on Sharepoint
Approval route	Customer Service Committee January 2026

Tenancy Management Policy



2 Policy Statement

This policy will provide the framework on how South Liverpool Homes (SLH) grant and manage tenancies. The policy ensures we comply with the relevant legislation, the Tenancy Standard and our contractual obligations under our tenancy agreements.

The policy covers new and existing customers and applies to all housing stock except our rent to buy and shared ownership homes which are covered in our Home Ownership Policy.

We are committed to delivering fair, transparent, and effective tenancy management services that promote safe, sustainable communities. Our approach ensures compliance with statutory and regulatory requirements, supports tenants in maintaining their homes, and addresses breaches proportionately. We aim to prevent tenancy failure, uphold customer standards in all aspects of housing management.

The tenancy management principles in which this policy and accompanying procedures will cover include:

- The type of tenancies offered to customers and in which circumstances
- Enforcement of tenancy agreement
- Grounds for Possession
- Hoarders
- Joint tenancies
- Transfers
- Succession and assignment
- Tenancies granted to minors
- Termination of a tenancy
- Death of a tenant
- Left in Occupation
- Mutual Exchange
- Unauthorised occupants
- Absent tenant (Abandoned homes)
- Abandoned goods
- Tenancy Fraud
- Subletting
- Running a business from home
- Relationship breakdown

In every instance our legal or contractual responsibilities will be applied, however a person's individual circumstances and needs will also be taken into consideration.

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This policy should be read in conjunction with the Tenancy Management Procedures and our Allocation Policy.

3 Policy aims

The aims of this policy are to:

- Ensure that all tenancy changes are managed in accordance with legal and regulatory requirements.
- Ensure all occupants of our homes have a valid tenancy or license agreement.
- Identify homes that become empty or occupied without our permission and taking effective action to remove any unauthorised occupants.
- Deal swiftly and effectively with reports of abandoned homes.
- Effectively use mutual exchanges to encourage tenant mobility and ensure best use of homes to resolve under-occupation and overcrowding.
- Deal sensitively with cases where a relationship breakdown has occurred and abide by court orders in respect of the tenancy.
- Deal with requests for permission to run a business from our homes and consider each case based on its own merits.
- Effectively manage reports of tenancy fraud to prevent the misuse of housing stock in accordance with relevant legislation.
- Seek to achieve sustainable tenancies and help create stable and balanced communities.
- Carry out our roles and responsibilities in a way that all customers are treated fairly and in a non-discriminatory way.

4 Tenancy Agreement

Once a tenancy is granted the tenancy agreement will act as the legal contract between SLH and the tenant. Our obligations and tenant's rights and responsibilities are clearly defined in the agreement. We will communicate the main terms and conditions to all new tenants at the tenancy sign-up and provide updates on tenancy obligations throughout the life of a tenancy. We adhere to the principal that tenants have the right to quiet enjoyment of their home and will apply any enforcement of tenancy conditions in a reasonable and proportionate manner.

4.1 Types of tenancy

Protected Assured Tenancy

These tenancies relate to tenants with a secure tenancy who transferred from Liverpool City Council under a voluntary stock transfer on 4 October 1999. Tenants with this tenancy enjoy preserved rights that reflect their previous status as secure tenants (such as the right to buy). Whilst we do not issue these tenancies to new applicants, existing protected assured tenants (including successors to protected assured tenants) who move to another one of our homes as a 'transfer' retain this status (including transfers to properties with an affordable rent).

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Starter Tenancy (Assured Shorthold Tenancy)

This is a tenancy granted to all new tenants who have been allocated a social or affordable rented home. Also known as a starter tenancy as it includes a probationary tenancy for the first 12 months. If the tenancy has been conducted in a satisfactory manner it will convert to an assured tenancy on the anniversary of the tenancy start date, unless we have taken action to extend or end the tenancy. If the tenancy has been converted to an assured tenancy it can only be ended by a possession order obtained at the County Court.

Assured (Assured non-shorthold tenancy) we will offer these tenancies to our tenants who already have an assured tenancy and move to another one of our homes through a transfer. This includes tenants whose starter tenancy has converted into an assured tenancy following the successful completion of the starter period and tenants of other social landlords who have an assured tenancy

Secure (Fair Rent) we do not offer these tenancies unless they have transferred through stock transfer and their tenancy with their previous landlord was secure and having started before 15 January 1989. New secure tenancies will only be issued to secure tenants who complete a transfer within our housing stock. We will need to obtain a fair rent valuation at the time they transfer.

License Agreements

We may let our homes on a License Agreement. A License Agreement is not a tenancy but a license to occupy and is used when the accommodation for exclusive possession is not granted to the occupier and there is no intention to create a tenancy. An example being in supported accommodation, when we or the support provider need 24/7 access to the property.

Temporary Tenancies

A temporary tenancy will be granted when a tenant of an existing SLH tenancy is temporarily decanted into another property while work is done on their home. This will be a contractual tenancy with no security of tenure. It will not be an assured or secure tenancy because the decant property is not the tenant's only or principal home.

This type of tenancy can only be used when the tenancy of the tenant's permanent home continues, and it is intended that that the tenant will move back there when the work has been completed.

Tenancies to Minors (Equitable tenancies)

We do not normally grant tenancies to minors as we generally only grant a tenancy to an a person once they reach 18 years old. The only exception to this would be in cases of succession (where a family member has statutory right to succeed) or where an minor is supported by social services and needs independent accommodation. Applications will be reviewed individually and will only be entered onto our waiting list if there is an appropriate adult who can sign the deed of trust on behalf of the minor. The adult will hold the tenancy on trust until the minor reaches the age of 18 years old, at which point they will be issued with an assured shorthold tenancy (Starter Tenancy). The adult who holds the tenancy on trust will be liable for rent and will be responsible for the tenancy.

5 Breach of Tenancy and Enforcement

The tenancy agreement provides provision for legal action to be taken where a tenant is not compliant with the terms of their agreement; however we will always be reasonable and proportionate when enforcing the terms of the tenancy agreement. We will use a variety of legal and non-legal interventions to ensure compliance with the tenancy agreement and we remain committed to only using possession proceedings as the last resort.

6 Grounds for Possession

If we seek possession of an assured tenancy it will be on one or more of the grounds for possession contained in Schedule 2 of the Housing Act 1988.

All grounds for possession are contained in the tenancy agreement. The main grounds for possession used in possession cases are Grounds 10, 12 and 14.

- Rent arrears (at dates of hearing and service of Notice Seeking Possession) (Ground 10)
- You have broken or failed to perform any of your duties under this agreement. (Ground 12)
- You or anyone living with you or visiting your home has been guilty of conduct causing or likely to cause a nuisance or annoyance to anyone living, visiting or carrying out any lawful activity in the locality, or has been convicted of using your home for immoral or illegal purposes or of an indictable offence committed in your home or its locality. (Ground 14)

7 Tenancy Condition and Hoarders

We will be pro-active in our approach to ensuring tenants keep their homes in a clean and safe manner. This is to both protect our asset and support tenants to live in homes that are in good condition. In hoarder cases we recognise someone may have a hoarding disorder linked to a mental or physical condition. Hoarding cases can be difficult to manage as often the individual does not see the condition as a problem, or lack awareness of how their living conditions affect others. Colleagues involved in such cases will treat customers sensitivity and treat each case on its own merits with support and encouragement as equally important as dealing with this type of tenancy breach. We have a separate hoarding protocol which colleagues will use when managing hoarding cases.

8 Termination of Tenancy

There are a number of reasons why a tenancy may come to an end, for instance:

- Tenant may have found a new home.
- Tenant may have passed away.
- Tenant may have abandoned the property.
- Tenant may have moved to a care facility.
- Court order/ possession proceedings.

Not all of these reasons automatically ends the tenancy and each of them follow a slightly different termination procedure. It is important that tenancies are ended using a valid notice.

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All tenants are required to give four weeks' written notice that they intend to terminate their tenancy unless it is mutually agreed to reduce the notice period.

To ensure the notice is valid the notice must:

- Be in writing, signed and dated by one of the current tenants;
- Include the address of the tenancy;
- Allow a minimum of 4 weeks (28 days) between the date the notice is served or signed and the date the notice will take effect.
- The notice period must end on the last day of the tenancy period; for periodic tenancies this is a Sunday.

We can start the termination process via verbal surrender of a tenancy, delivery of the keys and vacant possession of the property (if this happens and SLH accepts the surrender, this should be confirmed in writing to the former tenant. However tenants should always be advised to follow up their request to end their tenancy request in writing. This is because written notice cannot be withdrawn and therefore secures our position if there is any doubt on us taking possession. We will also accept other forms of written notification including email or text. However, for good practice we will aim to get the tenancy termination form signed.

9 Death of a tenant

On the death of the tenant we will request the death certificate from the personal representative/next of kin of the deceased tenant and end the tenancy when the NOK surrenders the tenancy. If there are no remaining tenants or occupants then we will end the tenancy by serving a Notice to Quit (NTQ) addressed to the personal representatives of the deceased tenant by hand delivering it to the property. The NTQ gives a minimum period of 28 days' and ends on a Sunday. Rent liabilities continue to be due from the estate of the deceased and will be payable until the tenancy is ended. If the next of kin provides us with all the relevant documentation and there is vacant possession of the home, when the keys are returned, we will end the tenancy on the first Sunday after possession is taken.

If there is any delay in ending the tenancy with any next of kin then a NTQ will be served. If necessary before the end of the 4 weeks' notice period the NTQ will be registered with the public trustee. This must be done if possession proceedings are going to be taken (for example, if there are unauthorised occupiers). Once the notice period ends we will look to take possession of the property (this may include legal proceedings in any disputed cases).

On the death of a sole tenant and were there may be a potential successor or anyone left in occupation we will follow the succession/left in occupation procedures.

10 Succession

Succession is a legal term which is used to describe the process whereby a surviving spouse (husband and wife) or qualifying family member inherits a tenancy following the death of the tenant. Succession rights are either statutory (which apply regardless of what the tenancy agreement says) or

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contractual (in the tenancy agreement).

The Localism Act 2012 changed the process on whether a new tenancy is created for successors or if the tenancy vests with the successor.

There can usually only be one succession that can take place unless the tenancy agreement says otherwise - our protected assured tenancy allows for the grant of a new tenancy to someone who does qualify as a successor (which could include where there has been a previous succession) subject to various conditions, however this would not be a statutory succession.

Where there is no statutory or contractual succession rights we do not have a legal obligation to offer the tenancy or make alternative offers of accommodation.

11 Assignment of a Tenancy

Assignment is where a person assigns their tenancy to another person. Which means it is not ending a tenancy or creating a new one. Assignment will only usually be allowed in circumstances defined by statute and permitted under the terms of the relevant tenancy agreement. Any proposed assignment will require our consent in writing and completed by deed otherwise the tenancy is not assigned, save where the assignment is required by virtue of a court order.

11.1 Assignment of secure tenancies

Section 91 Housing Act 1985 states a secure tenancy cannot be assigned except:

- As part of a mutual exchange
- Under a court order in divorce or family proceedings
- To a person who is qualified to succeed if the tenant died immediately before the assignment

Any other attempt to assign a secure tenancy will be invalid.

11.2 Assignment of assured tenancies

Section 15 Housing Act 1988 states it is an implied term in every assured tenancy that it cannot be assigned without the landlord's consent.

- There is no requirement that consent will not be unreasonably withheld – s15(2) HA 88
- An assured tenancy can also be assigned by court order in divorce / family proceedings

Our tenancy agreement states no assignment will be allowed without our prior written consent. Failure to request our consent will mean the assignment is not permitted or legal and the potential assignee will be at risk of losing their home.

12 Left in Occupation (LIO)

LIO cases can arise in the following situations:-

- A person who has lived at the property with the tenant and has remained in the property after the tenant has moved out.

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- A person has lived in the property with the tenant and the tenant has now died and the person remaining at the property is not eligible to succeed to the tenancy.

13 Unauthorised occupants

We are committed to reducing the opportunity for unauthorised occupation in our homes so that they can be allocated in line with our Allocations Policy.

The following definitions of unauthorised occupation apply to all our homes:

- Where the tenant has allowed someone into their home who has remained after the tenancy has ended but has no legal rights to occupy after an LIO investigation.
- Where the tenant 'sub-lets' their home without our written permission (in this situation we cannot recover possession until the tenancy has been ended).
- Where a vacant home is inhabited by a squatter.
- After an investigation has been carried under our LIO procedure and it has been confirmed an occupant is unable to remain as they are not eligible, the occupant will then become an 'unauthorised occupant' and will remain this status until they leave. During this period monies will be accepted but only in respect of 'damages for trespass'.

14 Absent Tenants (Abandoned Property)

Absence from the property by the tenant, however long standing, will not bring the tenancy to an end. This can only be achieved by one of the ways recognised by law:

- A court order for possession is granted.
- The tenant gives Notice to Quit in writing or surrenders the tenancy.
- SLH serves a Notice to Quit.

Tenants retain security of tenure as long as they (or one of the joint tenants) occupy the home as their main and principal home. If they fail to do this, security of tenure is lost and all that remains is a contractual tenancy which we can end by serving an NTQ.

Tenants absent from the home for a long period of time (over four weeks) must notify us formally, stating the period of expected absence. Failure to do this may lead to the serving of a Notice to Quit on the grounds that the property is no longer their only or principal home.

Where it is brought to our attention that a home has been abandoned we will carry out an investigation ensuring any abandoned tenancies are ended efficiently to minimise rental loss to the organisation and the former tenant.

15 Abandoned goods - Tort (Interference with Goods) Act 1977

Where a tenancy has ended and we have taken possession of the property, if goods are left in the property, we may have a legal duty under the Tort (Interference of Goods) Act 1977 towards the owner of these goods. When this occurs we become in law the 'bailee' and the owner of the goods 'the bailor'. If after we have possession of the property there are goods left behind

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which are deemed to be of value then a Tort notice will usually be served. By serving a Tort notice we are giving the former tenant time to remove their goods. If the former tenant fails to remove the goods within the allotted time we have the right to sell or dispose of the goods. It may also be possible to rely on a term in the tenancy agreement that allows us to dispose of the goods.

16 Lodgers

We recognise that there may be situations where a tenant may wish to rent out a room, or rooms in their home in which the new occupier will be referred to as a lodger.

Definition of a lodger is a person who lives in the home as a member of the household but who does not have exclusive use of any part of it.

We require our tenants to get our permission to take in a lodger. We will only withhold consent where it is reasonable to do so, including where the arrangement will lead to overcrowding, where we believe that the tenant intends to sublet the whole of their home or where the proposed sub-tenant is unsuitable (e.g. they have a history of anti-social behaviour).

17 Tenancy Status Change

We recognise there are circumstances that are both legal and appropriate for us to change the status of a tenancy. When a change in status happens, it is known as a variation of tenancy.

A variation does not change any aspect of the tenancy other than its status of who is the tenant. The start date of the tenancy remains as the original start date. A tenancy can change status through:

- Succession
- Assignment
- Orders from Court
- Mutual Exchange.
- Name change by Deed Poll or following marriage.
- Creating a joint tenancy or a joint to a sole.

17.1 Changes from a sole tenancy to a joint tenancy

Although there is no legal obligation for us to agree to this request we will consider this and usually grant this request if there is evidence of a long term commitment and the spouse or partner has lived at the property for over 12 months.

We do not allow inter-generational tenancies or tenancies being made joint with siblings or friends unless it is in exceptional circumstances and at our discretion.

18 Tenancy Fraud

The Prevention of Social Housing Fraud Act 2013 makes tenancy fraud a criminal offence.

When it has been established that tenancy misuse is taking place steps will be taken to recover possession of the property. We will take legal advice to

determine the most appropriate proceedings are pursued.

An amendment to the Housing Act 1988 ensures that Assured Tenants will lose their security of tenure for good if they have sub-let or parted with possession of the whole of their property. Therefore, security of tenure will not be regained if the tenant subsequently moves back into the property.

18.1 Common types of tenancy fraud

Application fraud (obtaining a tenancy by deception): this is when a prospective tenant provides false information on their housing application to fraudulently obtain a tenancy.

Sub-letting fraud: A tenant sub-lets their house (or part of it) for a period of time to another person for profit without the knowledge or permission of the landlord. The more serious offence is when a tenants knows this is illegal and a breach of his tenancy agreement. The potential penalties for the offences include up to two years' imprisonment and a fine of up to £50,000.

Key selling fraud: an employee of SLH receives a payment to give keys to a property to someone who is not entitled to live there.

Succession fraud: This fraud is when a person moves into a property when the tenant dies or moves away without the right to occupy the property and in such circumstances provides us with false information to obtain a tenancy.

Unauthorised mutual exchange and assignment fraud: An assignment is fraudulent where: One or more tenants assign their tenancies by way of 'swapping' properties by moving without obtaining written consent or the tenant assigns their tenancy to a partner, friend or family member without obtaining our written consent.

Not using the property as a principal home: Fraud can take place where the tenant is no longer using the property as their only or principal home. They may use the property infrequently, as an address to return to, as an address to claim credit or benefits.

False Right to Buy or Right to Acquire application fraud: A tenant makes an application to purchase their property and does so giving false information or knowingly incites us to admit the application where they would not ordinarily qualify.

18.2 Support for Occupants Sub-Letting

In some cases sub-tenants may not be aware that they using the property unlawfully and can be victims of their housing situation. Unlawful sub-tenants could be vulnerable to illegal eviction by the tenant at little or no notice, once the situation has been uncovered. We will act sensitivity when speaking with sub-tenants and will signpost them for support to Housing Options and independent legal advice.

19 Mutual Exchange

Mutual Exchange's occurs when two or more tenants of social landlords (including registered providers and local authorities) agree to 'swap' their homes and in doing so, pass on their legal interest in the tenancy. When a mutual exchange takes place each party involved takes on the original terms for the tenancy agreement of the person they have swapped with.

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We encourage the use of mutual exchanges as they are an efficient way of dealing with requests from existing tenants to move home. It also reduces the costs associated with the empty homes procedure.

We promote mutual exchanges from our housing waiting list and Homeswapper which is a national mutual exchange service,

An exchange cannot take place without our permission and that of the other landlord (if there is one).

We will either refuse or approve a mutual exchange in writing within 42 days from receipt of a fully completed application form. We lose the right to refuse if a response has not been provided within the 42 days. The grounds for refusal are specified in the tenancy management procedures. We can also give conditional consent (including outside the 42-day time limit) if our tenant is in breach of tenancy (including rent arrears). The consent will be conditional on our tenant remedying the breach before the exchange goes ahead (for example, by paying the arrears or repairing property damage).

In essence the new tenant gets the other tenant's tenancy except preserved right to buy or new succession rights if the tenancy has already had a succession. A tenant moving to another tenancy with preserved right to buy will retain this status even if they move to a tenancy which does not have these rights.

It is possible for a tenant to mutual exchange more than once as well as a mutual exchange to involve more than two different tenancies.

20 Relationship breakdown

A relationship breakdown can be between those who are married, co-habiting or in a civil partnership. Where a relationship breakdown happens and the partners live together, one may need to leave the tenancy whilst the other remains in occupation.

In some cases a court order may be issued as part of separation proceedings, which could detail how to deal with the matrimonial home, which may include:

- Property Adjustment Order- the court makes a decision where no agreement can be made between both parties.
- Order to Transfer Tenancy- normally made under the Family Law Act and is a direct order of the court to grant the tenancy to one partner.
- Order to Assign a Tenancy- tenancy transfer to one party to another under the Matrimonial Causes and Children's Act.
- By serving a Notice to Quit- one joint tenant can terminate the whole tenancy without the consent of the other.

For the tenant who is leaving the property they can be considered for alternative accommodation in line with our Allocations policy.

We will be impartial to a dispute between former partners or spouses and we will not take sides or provide legal advice to either party. Where appropriate, we will advise parties to obtain their own legal advice. In particular where that party is or may be the victim of domestic violence.

21 Running a Business from Home

We recognise that some people may want to set up a business and work from home.

A tenant wishing to run a business from their SLH home will need to:

- Gain our written consent before starting to run the business from home.
- Obtain the appropriate approvals from relevant agencies and comply with any legal requirements associated with setting up a business from a domestic home.
- Receive appropriate planning permission – as long as there is no detrimental impact on the home or where no modifications need to take place.

In considering requests to run a business from home we will consider the effect that the business is likely to have on others i.e neighbours and the home itself.

We will also consider the type and size of the home in relation to the nature of the business.

22 Access to properties

To carry out our landlord duties to our legal and regulatory responsibilities we require access to properties to comply with regulatory and legal responsibilities. Examples of where we require access is listed below:

-
- To carry out vital inspections including gas safety, electrical testing, or damp and mould.
- To complete repairs and maintenance. Sometimes, a repair may be urgent or even an emergency.
- To check on the welfare of a resident.
- To complete decarbonisation and/or energy efficiency works.
- To complete annual tenancy checks such as knowing our customer reviews and inspections

We will aim to prevent formal action being required, by encouraging a course of action which improves trust, and takes account of tenant's individual needs and circumstances.

22.1 Tenant's responsibilities

- Provide reasonable access for our staff, contractors or agents acting on our behalf to carry out repairs and inspections.
- Let us know about any issues which might impact on how we can gain access to the property or which might pose a health and safety risk.
- Letting us know that you would prefer particular communication methods.
- Telling us if a medical condition or another factor means it would take longer for you to answer the door.
- Telling us if there is a family member or friend who can speak to us on their behalf.

23 Customer Standards and Performance Monitoring

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Our customers have agreed a set of promises with us which set out the service they expect from us. In relation to tenancy management will be measured against the service standards included within this policy.

- Respond to all written correspondence received within 5 working days. If a full response to an enquiry cannot be provided within this timescale, then a holding response will be sent with a new deadline.
- A starter tenancy review will be completed at 1, 3, 6 and 9 months of the tenancy.
- For any assured transfers we will complete an assured visit within one month of the start of the tenancy.
- Appointments for home visits will be made within five days from the date of request or at a date suitable to the customer.
- All reports of abandoned homes to be investigated within one working day.
- We will acknowledge reports of LIO and Succession cases within one working day.
- Respond to mutual exchange requests within 42 days of receipt.
- Visit all homes on notice within five working days.
- Customers will have the right to review decisions as set out in the Customer Feedback Policy.

Policy Review Considerations

24 Equality Analysis

We are committed to treating people fairly, without bias or discrimination, and always in accordance with the law. We promote equality of opportunity for all our customers and stakeholders, regardless of this race, gender, age, religious belief or non-religious belief, ethnic origin, disability, marital status, or sexual orientation. In addition to any statutory responsibilities under the Equality Action 2010 (and any other relevant legislation), we will always act in accordance with the provision it sets out in its own Equality and Diversity Policy. This policy has undergone an Equality Impact Assessment, and has been duly amended where necessary.

25 Policy Assessment

A full policy assessment was completed in reviewing this policy. This review included a value for money assessment as well as an update of the risk map for risks associated with managing tenancies.

26 Customer Influence

We are committed to delivering a quality service to all our customers and ensuring that our customers are involved in shaping and influencing the services we provide. This policy was taken to the Customer Scrutiny Panel for review.

27 Statutory and Legislative Framework

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This policy takes into account relevant legislation such as:

- Housing Act 1985 & 1988
- Domestic Abuse Act 2021
- Protection from Eviction Act 1977
- Welfare Reform Act 2012
- Prevention of Social Housing Fraud Act 2012
- Rent Reform Act 2025
- Matrimonial & Family Act 1984
- Data Protection Act 2018
- Fraud Act 2006
- Localism Act 2012
- Homeless Prevention Act 2017
- ASB, Crime and Prevention Act 2014

28 Associated Policies

This policy does not operate in isolation and interlinks with other policies to support the delivery of our Tenancy Management services such as:

- Allocations Policy
- Empty Homes Policy
- Safeguarding Adults Policy
- Safeguarding Children Policy
- Customer Feedback Policy
- Starter Tenancy Policy
- Domestic Abuse Policy
- Information Security Policy
- Drugs Policy
- Neighbourhood Management Policy
- Chargeable Repairs Policy
- Income Management Policy
- Repairs & Maintenance Policy
- Anti-Social Behaviour Policy
- Hate Crime Policy
- Data Protection Policy
- Right to Buy Policy
- Fraud and Bribery Policy
- Homeownership Policy