

The purpose of this policy is to identify the rights and responsibilities of the customer, and what they can expect from us.

# Tenancy Management Policy

## Document management

<b>Directorate</b>	Operations
<b>Policy sponsor</b>	Chief Operations Officer
<b>Policy owner</b>	Director of Housing and Healthy Communities
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## Review process

<b>Approval route</b>	Lead Executive – Customer Experience Committee
<b>Approved by</b>	Customer Experience Committee
<b>Approval date</b>	27 August 2025
<b>Effective</b>	01 October 2025
<b>Review Frequency</b>	Triennial
<b>Review date</b>	27 August 2028
<b>Version number</b>	1.0

# CONTENTS

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<b>TENANCY MANAGEMENT POLICY</b>	<b>1</b>
Document management	1
Review process	1
<b>Overview</b>	<b>4</b>
Scope	4
<b>Policy details</b>	<b>5</b>
Starter Tenancy / Assured Shorthold Tenancy	5
Assured / Secure Tenancy	5
Assured Shorthold Tenancy	5
Equitable Assured Shorthold Tenancy	5
Protected Assured Tenancy	6
Fixed Term Tenancy	6
Temporary Tenancies	6
Terms and Conditions of Tenancy	6
Tenancy Support	6
Business Intelligence	6
Access	7
Lodgers	7
Subletting	7
Joint Tenancies	7
Assignment	8
Succession	9
Abandonment	9
Home Improvements	10
Repairs	10
Recharges	10
Nuisance and Anti-Social Behaviour / Other Tenancy Breaches	10
Domestic Abuse, Race and Hate Crime	11
Data Protection and GDPR (General Data Protection Regulation)	11
Prevention of Tenancy Fraud	11
Permission to Keep Pets in the Home	11
Prohibited Pets	12
Pet Welfare	12
Car Parking Provisions	12
Equality, diversity and inclusion	13
Additional needs (addressing vulnerabilities)	13

Summary of local variations	13
<b>Compliance and administration</b>	<b>14</b>
Legal and regulatory compliance	14
Evaluation, review and performance monitoring	14
Related policies	14
<b>Appendices</b>	<b>15</b>
A. Associated documents - Internal procedural document, colleague use only	15
<b>Changelog</b>	<b>16</b>

## Part 2

# Overview

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### Scope

This policy supports Amplius' values and is a commitment to improving lives and supporting colleagues by:

Providing an effective tenancy management service that meets the requirements of the Regulator of Social Housing (RSH) Tenancy Standard and the criteria below.

- Making sure there is consistency across Amplius, whilst acknowledging local variations.
- Understanding the communities we work in and making sure they are sustainable.
- Helping local authorities to carry out their legal responsibilities.
- Reducing the time that properties remain vacant.
- Maximise income by making it clear that we operate a zero tolerance to rent arrears.
- Making sure we clearly communicate customers rights and responsibilities, as well as those of the landlord.
- Investing in Social Value by working with local partners to address specific housing needs.

The term Amplius incorporates all member companies and subsidiaries.

The policy applies to all customers who hold a tenancy with Amplius.

Legal responsibility for the Tenancy Management Policy is held jointly by:

- Amplius Chief Executive; and
- Chief Operations Officer

Operational responsibility is held by the:

- Director of Housing and Healthy Communities.

Procedural responsibility is held by:

- Senior leadership within the operations teams.

Day-to-day responsibility is held by:

- Colleagues in the operations teams.

The policy does not form part of any colleague's contract of employment and the policy may be amended at any time.

## Part 3

# Policy details

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### **Starter Tenancy / Assured Shorthold Tenancy**

All new customers will be given a Starter Tenancy. The exception is if they immediately before had an Assured or Secure Tenancy that started before April 1, 2012 with:

- Amplius,
- Another registered housing provider, or
- A local authority

If the applicant is already a customer of Amplius, they will keep their security of tenure. The only exception is if someone gave up a joint tenancy and is now returning to Amplius either alone or with a different joint tenant. In this case, they will be given a Starter Tenancy.

A Starter Tenancy is a trial period that lasts for 12 months. After that, it will change to an Assured Tenancy, if no legal action has been taken to end the tenancy or extend the trial period.

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### **Assured / Secure Tenancy**

If possible, existing Amplius customers who already have an Assured or Secure Tenancy will keep their security of tenure when they move to another Amplius property. This will depend on the area and type of property they are moving to.

New customers who are moving into general needs or sheltered housing, and who had an Assured or Secure Tenancy that started before April 1, 2012, will also be offered an Assured Tenancy. This is required by the Regulatory Standards Framework.

If you complete the 12-month probationary Starter Tenancy successfully, you will automatically convert to an Assured Tenancy.

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### **Assured Shorthold Tenancy**

An Assured Shorthold Tenancy is a flexible rolling tenancy that can be weekly or monthly. It can be ended at any time after six or twelve months, with Amplius giving two months' notice.

We use this type of tenancy for homes that we manage on behalf of another landlord or agency, where there's an agreement for a set period. This tenancy allows us to end the tenancy by getting a court order, based on specific reasons listed in Schedule 2 of the Housing Act 1988. We will also use Assured Shorthold Tenancies for our Rent to Home Buy products.

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### **Equitable Assured Shorthold Tenancy**

We use this type of tenancy if you're under 18 because the law doesn't allow someone under 18 to have legal rights to a property. A Trustee will hold the legal rights to the property for you until you turn 18. When you reach 18, the Trustee's role will end, and the legal rights to the property will automatically transfer to you.

### **Protected Assured Tenancy**

You have this type of tenancy if you moved to Amplius from another housing provider through a Large-Scale Voluntary Transfer (LSVT). With this tenancy, you keep the same rights you had under your previous Tenancy Agreement. While new Protected Assured Tenancies are no longer issued, they still exist for those who already have them.

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### **Fixed Term Tenancy**

We may use this type of tenancy when working with for-profit providers. In most cases, we offer a five-year fixed term tenancy, but the length may vary depending on the lease agreement with the provider. This is also known as an assured shorthold tenancy, meaning it's for a set period. Unlike an assured or lifetime tenancy, which has no end date, a fixed-term tenancy will last for a specific period.

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### **Temporary Tenancies**

These tenancies are for people who have asked the council for help under homelessness laws (Housing Act 1996), and the council has a duty to provide housing. They are weekly tenancies that can be ended by either the customer or Amplius with a notice to quit.

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### **Terms and Conditions of Tenancy**

We make sure all customers understand the terms, conditions, and responsibilities of their tenancy. We clearly explain them during the pre-tenancy process and again when they sign the agreement. If tenants are transferring and have any additional protected rights, these rights will be carried over through succession or assignment.

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### **Tenancy Support**

For all new tenancies, we will carry out pre-tenancy assessments. This is to understand any support needs the applicant might have, such as help with managing daily tasks of renting a home or with finances and budgeting. Based on this, we will create a tenancy support plan. This will outline how we will assist the customer in keeping their tenancy, including any referrals or partnerships with external services to support them both now and in the future.

We have a team of colleagues across different areas who can help both new and existing customers if support is needed. With the customer's permission, we will refer them to the appropriate services. We also have funds available that customers can access through a referral from an Amplius colleague.

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### **Business Intelligence**

Amplius is committed to regularly checking and updating our customers' details. This information helps us keep accurate and current records for all tenants, household members, lodgers, and sub-tenants living in our homes. It also allows us to tailor the services we provide.

We will use information gathered during tenancy visits to confirm that the tenant(s) are legally occupying the property. We will also look for signs of:

- Overcrowding
- Underuse

- Unauthorised occupation
- Any tenancies that might need extra support to help maintain them.

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## **Access**

The Amplius tenancy agreement states that customers must allow us access to the property for things like:

- Gas safety checks
- Electrical testing
- General inspections of the property.

We will give reasonable notice before any visit. The exception is if we need to make an unexpected visit, such as after a missed appointment that hasn't been successfully rescheduled.

If access is refused or denied, we may take legal action to gain entry and carry out the inspection. This could include a Notice of Seeking Possession or an injunction.

We also reserve the right to charge customers for missed appointments.

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## **Lodgers**

Amplius understands that some customers may want to have lodgers. Our tenancy agreement requires customers to get permission before taking in a lodger. We won't unreasonably refuse this request, as long as it doesn't lead to overcrowding in the property.

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## **Subletting**

Customers are not allowed to sublet any part of the property under any circumstances. This means they cannot give someone else the legal right to live in the property under a tenancy agreement or charge them rent for it.

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## **Joint Tenancies**

Our policy is to grant a joint tenancy to two people who must either be married, in a civil partnership, apply together (e.g., as friends), or be in a relationship.

If the relationship breaks down, either person can end the joint tenancy. This happens by giving a valid Notice to Quit, or we may agree to transfer the tenancy to one person, depending on the situation. While the joint tenancy is in place, both people are equally responsible for any debts or issues related to the tenancy, such as repair costs. Amplius is not legally required to offer a new tenancy to either person individually. If we do grant a new tenancy to the remaining person, it will be a completely new tenancy.

There is no legal obligation for a landlord to agree to turn a sole tenancy into a joint tenancy. Once a sole tenancy has been granted, we will not consider requests to create a joint tenancy for the same property.

If one of the joint tenants leaves the property and cannot be found or refuses to cooperate, we cannot transfer the tenancy to the remaining person because both tenants need to agree. However, in certain cases, we may agree to grant a new tenancy to the remaining person if they give us a valid Notice to Quit with four weeks' notice. This would only happen if:

- The absent joint tenant has shown by their actions that they do not plan to return or have no interest in keeping the tenancy.
- We have evidence that we cannot contact the absent tenant, or trying to contact them would put the remaining tenant at risk.

We will typically only agree to a new tenancy if:

- The rent is paid up to date.
- There's no legal action pending.
- There are no other issues like an exclusion order.

We may not agree to a new tenancy if the property is not suitable for the remaining person, such as being too large for them.

If we do agree to grant a new tenancy, the remaining tenant must serve a valid Notice to Quit. Once the notice period ends, we will issue a new tenancy to the remaining tenant, making them the sole tenant.

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## Assignment

Amplius cannot change a tenancy just because one of the joint tenants is no longer living in the property. The tenancy continues as long as one joint tenant still lives in the property as their main home. The absence of the other tenant does not affect the rights and responsibilities of both tenants.

With written permission from Amplius, a joint assured tenancy or an assured shorthold fixed-term tenancy can be transferred into one tenant's name through a legal process called a Deed. This does not apply to assured shorthold tenancies, starter tenancies, or demoted tenancies.

The assured and assured shorthold fixed-term tenancy also allows the tenancy to be transferred to someone who would be entitled to take over the tenancy if the tenant passes away. This requires written permission from Amplius. Again, this does not apply to assured shorthold, starter, or demoted tenancies.

Customers can only transfer or "assign" the tenancy in the following situations:

- (i) Through a mutual exchange with a tenant of another registered provider.
- (ii) If a court orders it as part of a divorce or under schedule 1 of the Children Act 1989.
- (iii) Under a Rutland preserved tenancy, you can assign the tenancy to a qualified successor.

In situation (i), we must give written consent for the transfer, but we won't unreasonably refuse it. In situation (ii), we must be notified in writing about the change and given the details of the new tenant.

### Tenancy rights after assignment

If an assignment happens with our permission, any preserved rights from the original transfer will continue. This doesn't apply to mutual exchanges, where tenancy rights may change.



After an assignment, the new tenant will become the successor unless it was ordered by the court under Section 24 of the Matrimonial Causes Act 1973, and the other party to the marriage was not a successor.

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## **Succession**

If a customer passes away, a member of their household may be able to take over the tenancy, as long as the deceased customer didn't:

- a) Already take over the tenancy from someone else (succeed to the tenancy), or
- b) Share the tenancy with others, and it passed into their name after another person's death (this is called survivorship).

If the tenancy is joint, it will automatically pass to the surviving joint tenant. This is considered a "succession."

If the tenancy is a sole tenancy and there hasn't been a succession before, a spouse, civil partner, or partner can take over the tenancy. They must have been living with the customer at the time of their death and prove they lived there as their main home for at least 12 months.

If a succession happens and the property isn't suitable for the person taking over the tenancy, Amplius may ask them to move. This may happen if:

- The property is too big for the person (for example, if there are extra bedrooms that aren't needed, unless the successor is the spouse, civil partner, or unmarried partner of the deceased and they lived together for at least 12 months).
- The property has special features for someone with a disability, but no one living there needs those features.
- The property is part of a group meant for people with specific support needs, like sheltered housing, and the person taking over doesn't have those needs.

If the customer who passed away had a household member who cannot take over the tenancy, that person will need to apply for housing through their local authority's Allocations policy. An example of this would be if the deceased was a successor.

There is no right to create a joint tenancy in succession, and Amplius will not consider requests to make a joint tenancy for the same property.

All succession claims must be made in writing within one month of the customer's death, unless there are special circumstances. Each case will be considered and reviewed individually.

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## **Abandonment**

Amplius understands that customers may be away from their home for various reasons.

However, if we believe a property has been abandoned, we will follow the legal requirements and our own procedures to act on this.

We will make sure we have done all necessary checks to reasonably confirm that the property has been permanently abandoned. We will then issue a Notice to Quit and take back the property.

## **Home Improvements**

Amplius understands that customers may want to improve or change their home to suit their needs or preferences. Customers on a Starter Tenancy are not allowed to make any improvements or changes until the tenancy becomes an Assured Tenancy.

We will not unreasonably deny permission for customers to make improvements or changes. The work must follow the terms in the tenancy agreement and be approved by a surveyor or property manager. The customer may be required to return the home to its original condition when they move out, at their own cost. If they don't do this, they may be charged for the work done by Amplius.

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## **Repairs**

Customers must report any needed repairs to us promptly. If a customer fails to report a repair and the delay causes the repair cost to increase, we may charge the customer for the extra cost.

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## **Recharges**

When the tenancy ends, customers must return the property to its original condition. This includes repairing any damage to fixtures and fittings (like doors, walls, etc.) and removing any rubbish. This also includes the garden and any outbuildings.

If the customer wants to leave behind any furniture or soft furnishings for the next tenant, we can discuss this with them. Examples include:

- Beds
- Wardrobes
- Appliances
- Carpets
- Curtains

If the property is not returned to its original condition as required by the tenancy agreement, we may charge the customer for the cost of repairs and/or cleaning.

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## **Nuisance and Anti-Social Behaviour / Other Tenancy Breaches**

Amplius takes reports of nuisance and anti-social behaviour very seriously. Customers and anyone they are responsible for must not behave in a way that causes or could cause trouble or annoyance to anyone living, visiting, or working in the neighbourhood or at our offices.

We will work with partner agencies such as the Police, Social Services, and the Local Authority where needed to resolve any issues reported to us.

People who cause nuisance or anti-social behaviour may risk losing their home if we take legal action to end their tenancy.

Our Anti-Social Behaviour and Neighbourhood Management (ASB) Policy explains in more detail what we consider ASB and how we deal with reported cases.

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### **Domestic Abuse, Race and Hate Crime**

We will not tolerate or condone any sort of domestic abuse, race or hate crime. Amplus will offer advice, assistance and support to any person experiencing or being threatened with these.

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### **Data Protection and GDPR (General Data Protection Regulation)**

We will follow all relevant law in respect of data protection. We will inform customers about how and why we use their personal information, including the legal reasons for doing so. If needed, we will ask for consent before processing any personal data.

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### **Prevention of Tenancy Fraud**

Keeping a secure tenancy is very important to maintain a customer's status as an assured tenant. This is clearly stated in our tenancy agreements. A customer could lose this status if they don't use the property as their main home. Examples of this are subletting the whole property without permission, or living mainly at another property (for example, if they have another tenancy somewhere else).

If it's found that a customer has lost their security of tenure, we have the right to end the tenancy by serving a four-week Notice to Quit. Amplus DOES NOT have to pursue eviction under section 8 of the Housing Act 1988. If the tenant doesn't leave within that time, Amplus can apply to the county court for possession of the property.

#### Vulnerable customers

If a customer has lost their security of tenure due to a condition that makes it hard for them to understand the rules about using the property as their main home (such as a brain injury or serious mental health issue), Amplus may allow them to stay. They must show, with medical evidence, that they couldn't reasonably understand the tenancy conditions. This decision will only be made after reviewing the evidence.

#### Prosecution

If we suspect a criminal offence has occurred under the Prevention of Social Housing Fraud Act 2013 (for example, subletting the entire property), we will pass the details to the local authority, who may decide to prosecute. If the prosecution is successful, Amplus may seek an Unlawful Profit Order through the county court. This requires the offender to repay any profit made from the crime to the relevant organisations.

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### **Permission to Keep Pets in the Home**

You are allowed to have a pet in your home. However, some flats may not be suitable for pets like cats or dogs, and we will make this clear in our property adverts and during pre-tenancy assessments. For sheltered accommodation or homes with care and support, each request will be considered individually.

Under no circumstances will we allow you to breed or sell animals from a Amplus property.

If you want to build outside accommodation for a pet (other than a small animal hutch or pen), you must get written permission first. Your application should include plans for the construction and details of the animals to be kept.

### **Exceptions**

Assistance dogs, such as guide dogs, hearing dogs, or dogs for people with disabilities, are always allowed. This is protected by The Equality Act 2010.

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## **Prohibited Pets**

We do not allow certain pets in our homes for safety reasons. This includes dogs listed in the Dangerous Dogs Act 1991 and any animals listed in the Dangerous Wild Animals Act 1976, unless the owner can provide a government certificate of exemption. This is to protect the safety and well-being of other customers and Amplius employees. For the most up-to-date list, please visit <https://www.gov.uk/control-dog-public/banned-dogs>.

We also do not allow farm animals or livestock to be kept in our properties or on the property grounds.

If we find that any customer is keeping a pet or animal listed above, we will treat it as a breach of the tenancy agreement and may start legal action to regain possession of the home.

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## **Pet Welfare**

As a pet owner, you are responsible for your pet's health and well-being. Under the Animal Welfare Act 2006, you have a duty of care. This means you must provide proper day-to-day care for your pet. This includes managing their health, controlling parasites (like fleas and worms), keeping them vaccinated, and neutering them if needed.

If we find that a pet is not being properly cared for, we may contact the appropriate organisation, such as the RSPCA. We may stop the pet from being kept in the home or prevent any future pets from being kept. If you have any questions about caring for your pet, you should reach out to your vet or an accredited animal welfare group.

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## **Car Parking Provisions**

### General Provision of Disabled Parking Spaces

Amplius is committed to supporting customers with disabilities. We want to help them live safely and independently at home. This includes considering requests for accessible or disabled parking spaces, so customers with a disability can park near their home.

If you need a specific or allocated parking space, please submit your request in writing to Amplius. Each request will be looked at individually, considering the needs of the community and the available parking spaces. Due to limited parking in some areas, we may not be able to grant all requests.

We will acknowledge your request within 5 working days and provide a response within 20 working days.

### Sheltered Housing / Extra Care

Most of our Sheltered Housing and Extra Care sites have "first come, first served" parking for customers and guests. There are no reserved spaces, but some areas may have parking bays for people with a blue badge. Customers and visitors should only park in these spaces if they have a blue badge.

Some sites may have spaces reserved for emergency vehicles only. Please do not park in these areas.

All disabled parking bays are on a first-come, first-served basis. Because we have many customers who need these spaces and their needs can change over time, we cannot assign specific parking spaces in Sheltered and Extra Care schemes.

### Multiple Vehicles

Parking spaces are limited. We may not be able to approve requests to park multiple vehicles at our schemes that operate on a first-come, first-served basis.

We will acknowledge your request within 5 working days and respond within 20 working days.

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### **Equality, diversity and inclusion**

This policy adheres to Amplus' approach to Equality and Diversity.

Colleagues will take a proactive approach to ensure that no individual or group is discriminated against or treated differently as a direct or indirect result of this policy.

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### **Additional needs (addressing vulnerabilities)**

Amplus recognises that, for various reasons, some of our customers and service users may be vulnerable. Policies therefore will take account of the recommendations made by the Housing Ombudsman and Regulatory recommendations on vulnerabilities. Amplus will take a proactive approach when making a decision relating to a customer or service user and where practicable, tailor and adapt our services to suit the needs of customers and support vulnerable people.

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### **Summary of local variations**

Tenancy agreements are now harmonised across Amplus meaning that there are no local variations for Starter Tenancies.

For existing tenancies, particularly protected and long-term tenancies, there will be local variations which need to be checked should any particular tenancy management issue occur. For example, responsibility for fencing should it be damaged or destroyed.

## Part 4

# Compliance and administration

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## Legal and regulatory compliance

This policy fully complies with Amplius' legal and regulatory obligations.

- RSH Neighbourhood and Community tenancy standard
- The Housing Acts
- The Data Protection Act 2018 and any subsequent amendments
- Guidelines on Pet Management for Housing Providers (2010)
- The Disability Discrimination Act (2005)
- Prevention of Social Housing Fraud Act 2013

This list is not exhaustive, and policy authors will undertake thorough research and/or seek professional advice to ensure that Amplius meets its obligations and complies with the current and relevant legislation and regulations.

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## Evaluation, review and performance monitoring

This policy will be reviewed on a Triennial basis to ensure that it remains fit for purpose. A policy review may also be required earlier, in response to internal or external changes for example changes in legislation. Prompt and effective action will be taken where improvements are identified.

Each region will carry out audits to monitor compliance.

We will monitor and report the number of Tenancies ended through eviction further to a Section 21 Notice being served.

Regular checks will also be completed by our auditors.

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## Related policies

- Anti-Social Behaviour and Neighbourhood Management Policy
- Data Protection and Confidentiality Policy
- Decant Policy
- Domestic Abuse Policy
- Hate Crime Policy
- Income Management Policy
- Lettings and Allocations Policy
- Managing Transfers and Direct Lets Policy
- Mutual Exchange Policy

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Part 5

# Appendices

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**A. Associated documents - Internal procedural document, colleague use only**

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Part 6

## Changelog

Amended date	Summary of changes	Version №