



Tenancies Policy

1. Introduction

- 1.1 Lincolnshire Rural Housing Association (LRHA) is a specialist housing provider working in villages across England to provide affordable homes for local people. LRHA work in partnership with local authorities and Parish Councils to ensure the homes provided continue to meet our original objectives.
- 1.2 LRHA considers the property portfolio of affordable, quality homes in the rural villages of Lincolnshire to be a valuable commodity and ensures they are managed to high standards for the benefit of the current and future residents of the villages.
- 1.3 LRHA's housing and neighbourhood policies are fair, reasonable, accessible and transparent. Where relevant, policies set out decision-making criteria and appeals processes.

2. Purpose

- 2.1 This policy sets out the range of tenancies that LRHA may grant for each type of housing. It applies to all LRHA rented accommodation.
- 2.2 This policy does not apply to shared ownership properties.

3. Tenancy Types

- 3.1 LRHA will offer tenancies compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of the housing stock. For new build homes, the tenancy type offered would be dependent upon grant funding secured. The appropriate tenancies depending on circumstances are set out in **Appendix 1**.
- 3.2 The rights and responsibilities of each tenancy type are set out in full within each tenancy agreement. Nothing within this policy alters the terms of the individual tenancy agreements.
- 3.3 New tenancies will be offered in the circumstances set out in **Appendix 2**.
- 3.4 Where a resident disagrees with the type of tenancy offered by LRHA, they may request a review of the decision via LRHA's Complaints Policy.

4. Starter Tenancy

- 4.1 These are a form of Assured Shorthold Tenancy, that LRHA will use for all new social housing, general needs tenancies. They are issued for an initial period of 12 months and can be extended up to 18 months if there have been any tenancy breaches.
- 4.2 Please refer to the Starter Tenancies & Appeals Policy for more information.

5. Assured (Non-Shorthold) Tenancy

- 5.1 Known as Assured Tenancies, these periodic tenancies have no fixed term. They are often referred to as lifetime tenancies.
- 5.2 Residents with a Starter Tenancy will be supported in the first year by visits from a member of the Resident Engagement Team (RET). Visits will assess tenancy sustainability and will provide guidance and signposting for any residents struggling to sustain their tenancy. The frequency of visits will be determined by the risks of failure associated with the tenancy linked to the vulnerabilities of the resident and or occupants of the home. All residents with an Assured tenancy will receive a welcome visit and a visit at nine months. Appropriate measures to support households will be put in place where required, following each visit.

- 5.3 The tenancy can only be ended on the grounds specified in schedule 2 of the Housing Act 1988 (amended), after serving a valid Notice of Seeking Possession and securing an outright or breached suspended possession order from the court.
- 5.4 LRHA may, in exceptional circumstances, offer a tenancy outside of the above criteria where, following assessment, it is deemed that the resident reasonably requires a different tenancy due to reasons of age, disability, illness, due to household composition or for any other material reason. A decision to offer such a tenancy may be made by the Management Team. In all cases, the resident will receive written notification detailing our decision and the specific reasons supporting it.

6. Joint Tenancies

- 6.1 Tenancies can be granted on a 'Joint Tenancy' basis in the following circumstances:
- 6.1.1 The proposed joint residents are both eligible for housing as defined by legislation; or
 - 6.1.2 Where the proposed joint residents are married or are civil partners; or
 - 6.1.3 Where the proposed joint residents live together and the relationship is an established one (i.e., evidence is produced showing they have been in the relationship together for at least 12 months prior to the joint Tenancy application); or
 - 6.1.4 Where the proposed joint residents are in a mutually supportive and established relationship.
- 6.2 A joint Tenancy would not normally be granted to a person who is entitled to succeed to that Tenancy (e.g., mother and daughter) as this could compromise LRHA's ability to make the best use of the housing stock in the future.

7. Overcrowding and Under-Occupancy

- 7.1.1 LRHA monitors occupancy levels to prevent statutory overcrowding and encourage effective housing use.
- 7.1.2 Where under-occupancy is identified, tenants will be invited to consider downsizing options, including internal transfers or incentive schemes.
- 7.1.3 In cases of overcrowding, LRHA will offer support through transfer applications or alternative accommodation.

8. Tenancy Support and Approach to Ending Tenancies

- 8.1.1 LRHA offers tailored support for residents at risk of losing their homes. This may include referrals to:
- 8.1.2 Floating support services
- 8.1.3 Mental health professionals
- 8.1.4 Financial and debt advice agencies
- 8.1.5 Residents choosing to end their tenancy voluntarily will receive clear guidance regarding notice periods and property expectations.
- 8.1.6 LRHA may also terminate tenancies due to breaches, abandonment, or regeneration efforts, following legal and ethical procedures.

9. Training and Dissemination

- 9.1 All colleagues with responsibility for granting tenancies will receive training on tenancy types and the circumstances in which tenancies will be offered.
- 9.2 All relevant colleagues who do not directly grant tenancies will receive a briefing on the types of tenancies offered by LRHA.

10. Void Management Process

10.1 The following void management procedures outline the processes we adopt.

11. Pre-termination Arrangements

- 11.1 Residents are generally required to give us 28 days' notice starting on a Monday, of their intention to end their tenancy. Our void management process begins as soon as we receive notice of a vacant property and a written tenancy termination.
- 11.2 Notice to terminate a tenancy can only be accepted from the resident or a joint tenant. It will be accepted from a relative who has the Lasting Power of Attorney for the resident in the circumstances of ill health.
- 11.3 At this point, we arrange a pre-termination inspection of the property. This inspection allows us to assess the property's condition and provide advice to the outgoing resident. This includes confirming when keys should be handed in, requirements for housing clearance, arrangements for meter readings, identification of any outstanding rent, and any rechargeable repairs.
- 11.4 We expect outgoing residents to leave their property cleared, cleaned, and in good condition, and to provide us with a forwarding address for follow-up queries.
- 11.5 During the notice period, where practical, we will endeavour to carry out repairs LRHA is responsible for subject to access. With the outgoing resident's approval, a keysafe may be placed outside the property.
- 11.6 The keysafe securely stores a key in a lockbox outside the property, accessible using a code provided to authorised personnel. This policy ensures that repairs can be conducted even in the absence of the occupants. However, permission must be sought prior to accessing the property when neither the resident nor a family representative is present.
- 11.7 In cases where we do not receive notice and cannot carry out a pre-termination visit, such as when the resident has died, abandoned the property, or been evicted, our aim is to have keys returned or locks changed as quickly as possible to relet the property without undue delay.

12. End of Tenancy

- 12.1 Once a tenancy has ended, we update our tenancy and property records and arrange for the void property to be inspected by the Property Maintenance Officer, who will instruct any necessary repairs, identify any recharges.
- 12.2 If, at the termination of tenancy, there is debt outstanding for rent or repair costs then the Finance Manager will pursue the recovery of the debt owed.

13. Void Repairs

- 13.1 All empty properties will be inspected to assess their condition, suitability for reletting, and to instruct repairs. Our Property Condition and Lettable Standards (**Appendix 3**) outline the type of repair work required for a property to be ready for let.
- 13.2 Planned program renewals will generally be carried out when the property is occupied to coincide with the approved investment timetable in accordance with the LRHA planned maintenance program. However, in certain circumstances, it may be more expedient to carry out planned program renewals when a property is void, at our discretion, if financially viable.

- 13.3 If items have been left by the outgoing resident, the property is not in a reasonable state of cleanliness, or there is deliberate damage, the outgoing resident will be recharged for clearing/cleaning the property and making good the damage.

14. Death of a Resident

- 14.1 It is the aim of the Association to deal with cases of death in a sympathetic and professional manner. Whilst taking account of the bereaved family's loss, LRHA must remain aware of its business needs, and ensure the most effective use of stock, and that rent loss is minimised.
- 14.2 It is usual for LRHA to be contacted by the next of kin or relatives of the deceased who take control of all the personal effects left in the property.
- 14.3 A copy of the Death Certificate is required to end the tenancy and must be obtained from the next of kin or relatives at the earliest convenience. This will also act as proof to the identity of the next of kin and/or relatives. Should there be any doubt as to the identity of the person claiming to be the next of kin or relative, further checks must be carried out e.g., personal identification verification etc.
- 14.4 If at the conclusion of the tenancy, a debt is outstanding against it, a notification of the amount with evidence of the debt will be sent to the relative with Lasting Power of Attorney (LPA) of the executors (or administrators), if they are known at that stage.
- 14.5 The Finance Manager will check the probate search online service in case the deceased Resident's estate has sufficient assets to enable payment.

15. Terminating / Succession of a Tenancy

- 15.1 A resident's succession rights are contained in their Tenancy Agreement.
- 15.2 The people who are specified as 'family members' and the required period of residence (12 months) are set out in legislation.
- 15.3 When a resident no longer needs their home, LRHA must re-let it in accordance with its Allocations & Lettings Policy.
- 15.4 LRHA will consider requests from family members who would be eligible and qualify for re-housing. The discretionary decision to grant a tenancy to a family member lies with the Chief Executive.
- 15.5 Persons claiming the right to succeed to a tenancy should initially contact LRHA within 7 days of the resident's death. An application should be made in writing to LRHA within three months (this period may be extended to six months at the discretion of the Chief Executive).
- 15.6 An applicant who fails to provide adequate proof of residency to succeed to the tenancy will be informed that they have no legal entitlement to the tenancy and failure to vacate the property and remove their belongings will result in summary court action being taken to recover the property and reclaim loss of rental income.

16. Succession Rights

- 16.1 There is only one right to succession in law. Where a joint resident dies, the tenancy passes to a surviving joint resident. Where a sole resident dies, a spouse occupying the property as their only or principal home immediately before the death, succeeds. A person living with the resident as a life partner such as a husband, wife or same sex partner [cohabitee] is treated as a spouse and thus also succeeds if living with the resident at the time of death. No other family member has a statutory right to succeed.

17. In the Absence of Next of Kin

- 17.1 If there is no next of kin, the estate legally becomes the ownership of the Government.
- 17.2 In cases of suspicious death or where no next of kin or relatives are involved, the Police will in all probability deal with the situation, but in such circumstances must be contacted immediately.
- 17.3 The Police thereafter will be responsible for contacting one or both of the agencies responsible for funeral arrangements and executing the estate. The Local Authority have responsibility to organise the funeral of a person who has no next of kin.

18. Entering the Premises

- 18.1 Should the Police or LRHA receive information about a suspected death in a property, the Police will deal with this situation. They will force access if required and investigate the circumstances of the resident's death. They will contact any next of kin or relatives and pass the details and/or keys to the Resident Engagement Manager.

19. Searching the Premises and Taking Inventory

- 19.1 When the Police have concluded their investigations, the Resident Engagement Manager accompanied by a witness will make entry of the property to complete a full inventory of each room taking digital photographs of any goods.
- 19.2 Once the inventory has been completed and quantified it must be signed by the Resident Engagement Manager and the witness. The decision of what happens to the property will be made by the Chief Executive on a case-by-case basis.

20. Abandoned Belongings

- 20.1 Should there be any belongings left at the property at the end of the tenancy period, then the belongings will be removed after an inventory and photographs have been taken.
- 20.2 If the owner of the belongings can be contacted and they wish them to be disposed of, it should be made known to the owner at that stage that any costs incurred will be recharged in full.
- 20.3 Any belongings from former residents will be stored for a maximum period of three months.

21. Tenancy Fraud

- 21.1 LRHA will not tolerate social housing tenancy fraud and will take appropriate action where it is identified. Details of this are set out in the Tenancy Fraud Policy.

22. Rents

- 22.1 The full details of when different rents will be charged are set out in our Rent and Service Charge Setting Policy.

23. Mutual Exchanges and Transfers

- 23.1 A resident must obtain permission from LRHA before a mutual exchange can proceed. We will operate a mutual exchange procedure, and we will ensure our allocations policy gives our existing residents priority if they are looking to move because of a change of circumstances and or household size, particularly in the light of welfare reform. We will subscribe to Homeswapper and offer this service free of charge to our residents. Details of this are set out in the Mutual Exchange Policy.

24. Legislation, Statutory Regulatory Duties & References

- 24.1 The Housing Act 1988 (as amended) stipulates the tenancies that housing associations can offer. It describes assured and assured shorthold tenancies, and the circumstances in which landlords may take possession of a property let on an assured or assured shorthold tenancy.
- 24.2 The Localism Act 2011 allows registered providers of social housing to grant general needs fixed-term tenancies. It also protects those who were social tenants at the point in which it came into force (1 April 2012) from losing their security of tenure and relates to the rights of secure tenants transferring to another property.
- 24.3 This policy is in accordance with the Consumer Standards Code of Practice April 2024 and relevant to the Tenancy Standard April 2024 specific expectations 2.3.1, 2.3.4, 2.35 and 2.3.6.
- 24.4 The Tenancy Standard sets out that:
- 2.3.1 Registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud, and set out:
 - (a) The type of tenancies they will grant.
 - (b) Where they grant tenancies for a fixed term, the length of those terms.
 - (c) The circumstances in which they will grant tenancies of a particular type.
 - (d) Any exceptional circumstances in which they will grant fixed term tenancies for a term less than five years in general needs housing following any probationary period.
 - (e) The circumstances in which they may or may not grant another tenancy on the expiry of the fixed term, in the same property or in a different property.
 - (f) The way in which a tenant or prospective tenant may appeal against or complain about the length of fixed term tenancy offered and the type of tenancy offered, and against a decision not to grant another tenancy on the expiry of the fixed term.
 - (g) Their policy on taking into account the needs of those households who are vulnerable by reason of age, disability or illness, and households with children, including through the provision of tenancies which provide a reasonable degree of stability.
 - (h) The advice and assistance they will give to tenants on finding alternative accommodation in the event that they decide not to grant another tenancy.

- (i) Their policy on granting discretionary succession rights, taking account of the needs of vulnerable household members.
- 2.3.4 Where registered providers use probationary tenancies, these shall be for a maximum of 12 months, or a maximum of 18 months where reasons for extending the probationary period have been given and where the tenant has the opportunity to request a review.
- 2.3.5 Registered providers shall grant those who were social housing tenants on the day on which section 154 of the Localism Act 2011 comes into force, and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to another social rented home, whether with the same or another landlord. (This requirement does not apply where tenants choose to move to accommodation let on Affordable Rent terms).
- 2.3.6 Registered providers shall grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.

25. Appeals Process

- 25.1 Residents retain the right to contest LRHA's decision to terminate their tenancy through an appeals process. This right shall be explicitly outlined in the termination letter which will detail the procedural requirements for submitting and conducting a review. The resident(s) may request an oral hearing as part of the appeal.
- 25.2 A request to review the termination decision must be submitted in writing within 10 working days from the date of the termination letter. Upon receipt of such a request, the matter shall be referred to the LRHA Management Team for consideration. The Management Team responsible for the review shall exclude the individual who made the initial decision to terminate the tenancy.
- 25.3 The Management Team shall:
 - 25.3.1 Undertake a review within 21 working days of receiving the appeal request to ascertain whether the termination decision was made in accordance with the prescribed policy; and
 - 25.3.2 Provide the resident(s) with a written notification of the review's outcome within 10 working days of the review. In cases where the original termination decision is upheld, the notification shall include a comprehensive explanation of the reasons underpinning this determination.

26. Equality and Diversity

- 26.1 LRHA are committed to fairness and equality for all regardless of their colour, race, ethnicity, nationality, gender, sexual orientation, marital status, disability, age, religion or belief, family circumstances or offending history. Our aim is to ensure that our policies and procedures do not create an unfair disadvantage for anyone, either directly or indirectly.
- 26.2 LRHA respects and values the differences of our residents, partners, and staff and LRHA will treat everyone LRHA work with fairly, and with respect. This policy has been considered in light of LRHA's equality and diversity policy and is compliant with its principles.
- 26.3 LRHA will comply with the Equality Act 2010 and will adapt our process or make reasonable adjustments to accommodate an individual's needs wherever possible and reasonable.

27. Monitoring and Review

- 27.1 The policy will be reviewed every three years and in the event of changes to our regulatory environment.

28. Associated Documents/ Policies.

- 28.1 This policy should be read in conjunction with.

- 28.1.1 LRHA Tenancy Agreements
- 28.1.2 Starter Tenancy & Appeals Policy
- 28.1.3 Allocations & Lettings Policy
- 28.1.4 Anti-Social Behaviour Policy
- 28.1.5 Complaints Policy
- 28.1.6 Domestic Abuse for Residents Policy
- 28.1.7 Vulnerable Residents Policy
- 28.1.8 Rent and Service Charge Setting Policy
- 28.1.9 Tenancy Fraud Policy

- 28.2 Copies of these policies are available on SharePoint and will also be covered as part of the induction process of both new staff and Board Members, where appropriate.

Document Control	
Document Title	Tenancies Policy
Author	Resident Engagement Manager
Version	1.0
Release Date	July 2026
Next Review Date	July 2029
Document Type	Policy
Approved by MT	November 2025
Approved by Audit & Risk	N/A
Approved by Operations	July 2026
Approved by Board	N/A
EIA Completed (Where Required)	No
Resident Consultation (Where Appropriate)	February 2026
Employee Handbook Amends (Where Appropriate)	No
External Consultation Required?	No

Tenancies Issued (By Resident)

Resident	Rent	Tenancy Offered
Continuous non-LRHA resident of social housing since before 1 April 2012	Social – <i>General Needs</i>	Assured
Existing LRHA resident	Social – <i>General Needs</i>	Assured
New LRHA resident	Social – <i>General Needs</i>	Starter

Appendix 2

Circumstance	Tenancy Offered
New resident allocated a rented LRHA property through Allocations Policy	New tenancy
New or existing resident moving into a different LRHA property through Mutual Exchange Policy	Assignment of existing tenancy
Existing resident transferring to another LRHA property through Allocations Policy	New tenancy
Existing resident transferring permanently to another LRHA property following decant due to works or redevelopment	New tenancy on same (or more secure) terms
Existing resident changing name or occupants on existing tenancy	Maintain existing tenancy
Existing resident who formerly had a joint tenancy but has had assignment agreed for a sole tenancy	Assignment of existing tenancy
Existing resident who formerly held a joint tenancy but is now a sole tenant following Survivorship	Maintain existing tenancy
New resident who was previously an occupant of a LRHA property, who is being assigned the tenancy	Assignment of existing tenancy
New resident who was previously an occupant of a LRHA property, who has now succeeded to the tenancy	Maintain existing tenancy
New resident who was previously an occupant of a LRHA property, who has not succeeded to the tenancy but has been granted a tenancy at LRHA's discretion	New tenancy
Existing resident who would like to make their partner/spouse a joint resident	Assignment of existing tenancy

Property Condition and Lettable Standards
Updated August 2024

The tenancy agreement is a legally binding agreement between Lincolnshire Rural Housing Association Ltd (LRHA) and its residents. It assigns the responsibilities detailed below to each party. Any home relet including via mutual exchange must meet this minimum standard.

1. The Association will:

- (a) Keep the property in good repair including:
 - I. Drains, gutter and external pipes;
 - II. The roof;
 - III. Outside walls, outside doors, windowsills, window catches and frames including external painting and decorating;
 - IV. Internal walls, floors and ceilings, doors and door frames, hinges and skirting boards but not including internal painting or decoration;
 - V. Chimneys, chimney stacks and flues but not including sweeping;
 - VI. Pathways, steps or other means of access;
 - VII. Plasterwork;
 - VIII. Internal garages and stores;
 - IX. Boundary walls and fences.
- (b) Keep in good repair and proper working order installations provided for space heating, water heating and sanitation and for the supply of water, gas and electricity, including:
 - I. Basins, sinks, baths, toilets, flushing systems and waste pipes; excluding toilet seats;
 - II. Electric wiring including sockets and switches, gas and water pipes;
 - III. Water heaters, fireplaces, fitted fires and central heating installations.
- (c) External decoration:
 - I. Keep in a good state of decoration and to decorate these areas as deemed necessary by LRHA.

2. The resident will:

- (a) Internal decoration, alteration, and gardens:
 - I. Keep the interior of the premises in good clean condition;
 - II. Decorate the internal areas as often as necessary to keep them in good decorative order;
 - III. Complete any internal decoration, if requested at the end of tenancy. Wallpaper will be considered acceptable, if it is in good order. Skirting boards and internal woodwork to painted in white gloss excluding homes with natural timber finish (Swedish homes at Bicker; Franklin Gardens, Spilsby; Clarkes Close, Eastville);
 - IV. All flooring (carpets, laminate etc) to be removed at the end of the tenancy unless the incoming resident has agreed to take ownership – discuss with LRHA staff if you intend to leave any floor coverings;
 - V. Electrical – all non-standard light fittings installed by the resident to be removed at the end of the Tenancy by a qualified Electrician and replaced with a standard light pendant, any non-standard faceplates to be changed, any light switches or electrical sockets that have been painted during a tenancy will be changed and recharged to the outgoing residents;

- VI. Keep the yard and garden, included in the tenancy or shared with other residents, in good and clean condition and free from obstruction;
- VII. The Association will, if deemed necessary, arrange to have carried out any work in default with costs recoverable from the resident; and
- VIII. Not install cat flaps to any internal or external doors.

(b) Damage:

- I. Make good any damage – with the exception of fair wear and tear - to the Premises or the Association's fixtures and fittings or to the common parts caused by the residents or any member of the resident's household or any visitor to the Premises;
- II. The Association will arrange to undertake any work in default with the costs recoverable from the resident; and

(c) Reporting disrepair:

- I. Report to the LRHA promptly any disrepair or defect for which the Association is responsible in the Premises or the common parts.

3. In addition to the terms of the tenancy agreement you are agreeing to:

(a) End of Tenancy

- I. All rooms to be cleaned including kitchen cupboards, worktops, skirting boards, internal doors, banisters and stair rails, window sills and bathroom items;
- II. Clean the windows and exterior doors inside and out;
- III. If the property has a pre-payment meter for gas or electricity supply, the key/card is to be left in the kitchen drawer;
- IV. Clear all rooms, gardens, garden sheds, garages or other storage areas including any loft space of the resident's belongings;
- V. The gardens and/or yard are to be tidy and grass cut; and
- VI. If the property has wheelie bins for refuse these should be put out for collection, remain with the property and be left in a clean condition.

4. Documentation

The following documents are provided at the beginning of a tenancy:

- (a) Energy Performance Certificate;
- (b) Gas Safety Check Certificate (where a property has a gas installation);
- (c) Electrical Safety Certificate; and
- (d) How to rent Leaflet

Resident name:

Signature:

Date:

On behalf of LRHA:

Signature:

Date: