

# Tenancy Policy

## 1. Policy Scope

This policy sets out Bernicia's approach to tenancy and neighbourhood management, from the point at which a tenancy is created, through how it is managed, to how it ends.

It covers the rights and responsibilities of both Bernicia and its tenants and describes the processes in place to ensure tenancies are fair, transparent and appropriate to individual circumstances.

This policy does not address how applicants are selected for housing. That is set out in the Allocations Policy, which should be read alongside this document.

The Tenancy Policy will be in line with all relevant regulation and legislation including but not limited to:

- Regulator of Social Housing Consumer Standards (April 2024)
- Housing Act 1985
- Housing Act 1988
- Housing Act 1996
- Housing Act 2004
- Localism Act 2011
- Social Housing (Regulation) Act 2023
- Awaabs Law 2025
- Prevention of Social Housing Fraud Act 2013
- Domestic Abuse Act 2021
- Protection from Eviction Act 1977
- Human Rights Act 1998
- Equality Act 2010
- Family Law Act 1996
- Data Protection Act 2018 and UK GDPR
- Care Act 2014
- Homelessness Act 2002
- Housing Act 1985
- Landlord and Tenant Act 1985

And other relevant legislation as applicable.

## 2. Policy Standards

### Standard 1: Types of Tenancy

Bernicia will offer the appropriate type of tenancy or occupancy agreement to meet individual or household needs, in line with legal requirements. We recognise the importance of tenure security in creating and maintaining stable and settled communities. We will engage with tenants throughout the life of the tenancy to ensure appropriate support and advice is offered to help sustain tenancies and prevent tenancy failure.

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Bernicia currently uses the following tenancy and occupancy agreements:

## **Starter Tenancy**

Starter tenancies will initially be granted for 12 months but can be extended to 18 months in certain circumstances. Provided that the Starter Tenancy has not been extended or legal action to end the tenancy has not commenced, the tenancy will be converted to a full Assured Tenancy after 12 months.

## **Assured Shorthold Tenancy**

This type of tenancy will be used for the Rent to Buy scheme whereby properties are let on an intermediate market rent or where properties have been purchased under the Mortgage Rescue Scheme. Residents of certain specialist supported accommodation i.e. shared accommodation without overnight support, single occupancy with overnight support or learning disability core and cluster independent supported living with low level support needs will be offered an Assured Shorthold Tenancy.

## **Assured Tenancy**

This is the tenancy granted to tenants when they have successfully completed the probationary period of a Starter Tenancy. This type of tenancy will also be offered to tenants who already hold an Assured or Secure tenancy and are transferring to a Bernicia property or within Bernicia stock. This type of tenancy will be granted to residents of supported accommodation with single occupancy and no overnight support.

## **Assured Protected Tenancy**

A tenancy held by previous secure tenants of a local authority at the time a stock transfer took place.

## **Secure Tenancy**

A tenancy granted to former Cheviot Housing Association and Three Rivers Housing Association tenants whose tenancy commenced prior to 15 January 1989. Existing secure tenants will retain a secure tenancy if they transfer within Bernicia's stock to another property that is eligible for a secure tenancy.

## **Affordable Rent**

Some properties are let at an Affordable Rent of up to 80% of market rent. The tenancy type offered for affordable rent properties follows the same framework as other tenancies. Most new builds will be developed as Affordable Rent and any existing Affordable Rent properties will be retained upon relet unless deemed to be unaffordable. All Affordable Rent properties are clearly marketed as such.

## **Equitable Agreement**

A person under the age of 18 years is unable to hold a legal interest in land. In these circumstances Bernicia will seek to grant the tenancy to an adult, this could be a member of the minor's family or, if this is not possible, to another adult who will hold the legal tenancy in trust for the minor's benefit until they reach the age of 18. Alternatively, Bernicia may issue an Equitable Agreement, which is an agreement to grant a tenancy when the minor reaches the age of 18.

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## **Licence**

A licence is usually used as a temporary measure for a time-limited period, for example when a tenant needs to be moved to temporary accommodation. Licences are also used in short-term supported housing and independent supported, long-term schemes where residents cannot be granted exclusive occupation. The use of a licence for temporary accommodation does not affect the security of tenure on the permanent tenancy.

## **Garage Tenancy**

Granted to those renting a garage that does not form part of a residential tenancy.

## **Joint Tenancies**

Applicants for a Bernicia property may apply as joint tenants. In most cases, Bernicia will grant a joint tenancy. Tenancies granted as a sole tenancy cannot become a joint tenancy. If agreed by Bernicia, a new tenancy in joint names will be issued.

## **Tenancy Variation**

Any variation to the terms of a tenancy agreement will only be made in compliance with Sections 102 and 103 of the Housing Act 1985.

## **Standard 2: Tenancy Sign Up**

At sign-up, the tenancy agreement will be explained clearly and in plain language, covering key obligations such as rent payment, property care, and neighbour conduct.

Where a tenant has vulnerabilities or requires support, we will make reasonable adjustments to the sign-up process such as using an interpreter, easy-read documentation, or a home visit.

## **Standard 3: Tenancy Sustainment and Eviction**

Sustaining tenancies is Bernicia's primary aim. We take all reasonable steps to address tenancy breaches, including engagement with tenants, providing advice or support, and referral to internal and external services. We will ensure that all tenants are provided with clear information about the terms of their tenancy agreement and the consequences of failing to keep to those terms.

We will intervene at an early stage when we become aware of emerging or potential breaches of tenancy and will seek to ensure that tenants receive appropriate support to keep them in their homes. Support may be provided by Bernicia directly, or through signposting and referral to appropriate partner agencies. Bernicia's Intensive Housing Management Team works exclusively with tenants who are having difficulties managing their tenancies.

Eviction is used only as a last resort when breaches remain unresolved despite all reasonable interventions, or where further engagement is unsafe or inappropriate due to serious criminal activity or risk to others. Tenants are informed of breaches and potential consequences and given the opportunity to respond or remedy issues. Bernicia takes individual circumstances into account, including vulnerability, and applies reasonable adjustments where appropriate.

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Where safeguarding concerns are identified during eviction action, referrals will be made to the relevant Local Authority in line with statutory requirements. Where tenants have provided consent, Bernicia will share relevant information with the Local Authority to support homelessness prevention. All eviction action is proportionate, legally compliant, and subject to management authorisation and oversight. Full details are set out in the Eviction Compliance Note and Eviction Procedure.

## **Standard 4: Succession**

When a tenant dies, their tenancy may pass to another person. Succession is normally only permitted once, except for Protected and Statutory tenancies.

### **Survivorship**

When one joint tenant dies, the surviving tenant automatically inherits the tenancy by law. If they were not living at the property at the time, they have no security of tenure until they return.

### **Statutory Succession**

Rights granted by law, assessed by Bernicia based on the relevant legislation and tenancy type.

### **Contractual Succession**

Additional rights are set out in the tenancy agreement, creating a new Assured Tenancy. Agreements from former landlords (including Cheviot Housing Association, Three Rivers Housing Association, Berwick Borough Housing and Wansbeck Homes) may carry different or additional rights.

### **Discretionary Succession**

Bernicia may grant a tenancy to those who do not qualify above, based on individual circumstances, and will only refuse where reasonable. A pre-tenancy assessment will be carried out.

Succession does not normally create a new tenancy, the successor replaces the original tenant, except in contractual and discretionary succession.

Where a property would be under-occupied or was adapted for a disabled person, Bernicia may offer alternative accommodation. The successor inherits the tenancy, not necessarily the right to remain in the same property. Possession proceedings will begin if a refused applicant does not vacate within 12 months of the tenant's death. Full details are set out in the Succession Policy Compliance Note.

## **Standard 5: Tenancy Assignment and Mutual Exchange**

### **Assignment**

Assignment of an assured tenancy is not allowed unless the tenant obtains Bernicia's explicit consent. Assignment by mutual exchange is a contractual right included in Bernicia's tenancy agreements.

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In certain circumstances, such as a relationship breakdown, assignment may be considered under a property adjustment order in connection with family or matrimonial proceedings, or where a person would be entitled to succeed if the tenant had died immediately before the assignment.

We aim to support tenants when we are aware of domestic abuse. When a joint tenant is a perpetrator we will consider any request for an assignment on a case-by-case basis. This might involve both tenants completing the Deed of Assignment or allowing the tenancy to be ended by the victim, who will then be considered for a sole tenancy at the property.

## **Mutual Exchange**

Bernicia tenants have the right to exchange their home with another social housing tenant. Consent must be obtained from Bernicia and cannot be unreasonably withheld. Bernicia has 42 days from receipt of an application to grant or refuse consent. Any refusal will state the specific grounds and reasons and will include details of the right of appeal.

A mutual exchange does not create a new tenancy. Each tenant takes over the exact terms of the other party's existing tenancy, retaining the original tenancy commencement date. Bernicia is a member of home swapper, a free national mutual exchange service available to all eligible tenants. Full details are set out in the Mutual Exchange Procedure.

## **Standard 6: Right to have a Lodger and Subletting**

If a tenant would like to take in a lodger, they must get Bernicia's written permission before they move in. We will not unreasonably refuse a request, but we do need you to provide us with their name, age and previous address.

A lodger is someone who lives and shares your home. They do not have exclusive use of any part of the property and have no tenancy rights with Bernicia.

Tenants must continue to live at the property as their main and principal home. If a tenant moves out and leaves a lodger in the property, this changes the nature of the arrangement and would be treated as subletting, which is not permitted.

If a tenant takes in a lodger without getting our permission, this is a breach of tenancy. We understand this may sometimes happen because a tenant was not aware that permission was needed, and we will take this into account. However, there is an expectation that at the point of being made aware permission is sought.

Subletting any part or all of your home, whether you have permission, is not allowed.

Where a tenant grants a sub-tenancy, this is a more serious matter and may constitute a criminal offence under the Prevention of Social Housing Fraud Act 2013. We will investigate and may take legal action, seek possession of the property, and recover any financial gain made. Full Details are set out in the Tenancy Fraud Compliance Note and the Anti-Fraud, Bribery and Corruption Policy.

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## **Standard 7: Under and Over Occupation**

Bernicia will develop and deliver services that seek to address under-occupation and overcrowding in its homes, focused on the needs of tenants.

Where tenants are under-occupying their property, Bernicia will offer advice and support to assist with a transfer to a more suitable property and may offer incentives to encourage where appropriate.

## **Standard 8: Abandonment**

Tenants are required to occupy their property as their only or principal home. Where Bernicia has reason to believe a property may have been abandoned, a thorough investigation will be carried out before any action is taken to recover possession. This protects both the tenant's rights and Bernicia from the risk of unlawful eviction.

An assured tenancy can only be legally terminated by a Court Order, a valid Notice to Quit or a legal surrender.

A tenant who is not occupying their property as their principal home loses their security of tenure but can regain it by returning to live at the property.

Where investigation confirms that a tenant has ceased to occupy and has no intention to return, a Notice to Quit will be served. Possession will only be taken without a Court Order where there is clear evidence of surrender, authorised by the relevant Team Leader. Where reasonable doubt remains, a Court Order will be obtained.

Where a tenant is known or thought to be vulnerable, a safeguarding referral will be made. Specific consideration will be given to tenants who have moved into residential care, including where capacity issues may affect their ability to formally end the tenancy. Any belongings remaining in a repossessed property will be stored for a minimum of 28 days before disposal. Full details are set out in the Abandonment Procedure.

## **Standard 9: Tenancy Fraud**

Tenancy fraud reduces the availability of homes for those who genuinely need them and is a breach of the tenancy agreement and a criminal offence under the Prevention of Social Housing Fraud Act 2013. Bernicia takes tenancy fraud seriously in all its forms, including:

- Application fraud
- Subletting
- Key selling
- Right to Buy / Right to Acquire fraud
- Shared ownership fraud
- Mutual exchange fraud
- Succession fraud
- Abandonment

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Bernicia will investigate all reports of tenancy fraud promptly and proportionately and will refer cases to the Local Authority and/or Police where criminal activity is suspected. A range of actions are available including formal warnings, possession proceedings, eviction and Unlawful Profit Orders.

Where tenants are not occupying their property as their principal home they will lose their security of tenure. Where subletting fraud is proven, this loss is permanent.

Tenants and members of the public can report suspicions of tenancy fraud anonymously. Bernicia will support any individuals identified as victims of tenancy fraud, including making safeguarding referrals where appropriate. Full details are set out in the Tenancy Fraud Compliance Note.

## **Standard 10: Unlawful Occupation**

Bernicia has a zero-tolerance approach to squatting and unauthorised occupation of its properties. Bernicia will take immediate action to regain possession of any property that is unlawfully occupied, regardless of the intended future use of the property.

## **Standard 11: Ending a Tenancy**

Tenants are required to give four weeks' notice in writing to bring their tenancy to an end, as outlined in the tenancy agreement. There may be certain circumstances when shorter notice is accepted, for example admissions to residential care, internal transfers, or where there is an agreement with other housing providers. A tenancy cannot terminate without the surrender of keys at the end of the notice period. A Deed of Surrender is the formal mechanism for tenancy termination.

In the case of joint tenancies, the tenancy can be ended by one tenant, although all joint tenants should sign the surrender where possible.

### **Death of a Tenant**

Upon the death of a tenant, where there is no right to succession, the tenancy can be ended by an executor or administrator of the tenant's estate by serving four weeks' notice on Bernicia. Bernicia may shorten this notice period upon receipt of the keys and confirmation that the property has been cleared. Bernicia may also end the tenancy by serving a Notice to Quit on the executor or administrator. Where there is no executor or administrator, notice will be served on the Public Trustee, ending the tenancy four weeks after service.

### **Tenancies with No Security of Tenure**

Where the tenant is no longer occupying the property as their only or principal home, or where the tenant has died and there are no succession rights, Bernicia will serve a Notice to Quit and/or seek court proceedings where appropriate.

## **Standard 12: No Access**

Bernicia requires access to tenants' homes to fulfil its legal responsibilities for home safety, including gas safety checks, electrical safety inspections, water hygiene tests

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and other essential works. Tenants are required under their tenancy agreement to allow access for these purposes. Failure to allow access is a tenancy breach and may result in legal action.

Where access cannot be gained, cases are referred to the Housing Team. A structured, staged enforcement process is followed, beginning with tenant engagement and support and escalating through formal warnings, injunction action and possession proceedings where necessary. Proportionality assessments are completed before any court action is taken. Support and referrals to internal and external services are offered throughout the process.

Safeguarding referrals will be made where vulnerable adults or children are identified at any stage. For Care and Support properties, the procedure is applied on a discretionary basis to reflect the varying needs of those tenants. Full details of the staged enforcement process are set out in the No Access Home Safety Procedure.

### **Standard 13: Right to Improve and Alterations**

All Bernicia tenants have the right to carry out improvements to their home. Tenants are required to request written permission from Bernicia before carrying out any improvement or alteration that affects the structure or fabric of the property, fixtures or fittings, services such as gas, water, electricity or drainage, or external features of the property or estate.

Bernicia will not unreasonably withhold permission, but will assess all requests fairly and proportionately, taking account of health and safety requirements, the impact on the structure and condition of the home, the impact on neighbouring properties and the wider estate, and the suitability of the works for the property type and future letting.

Where permission is granted, it may be subject to conditions, including use of suitably qualified contractors, compliance with building regulations and planning requirements, provision of safety certifications, and post-completion inspection.

Tenants may be responsible for the ongoing maintenance of any approved improvement, any details of this will be provided with the letter granting permission. Certain works will not normally be permitted due to health and safety, structural, or asset management considerations, including loft conversions, structural alterations to load-bearing elements, and open fires or solid fuel appliances.

Where improvements have been carried out without prior consent, Bernicia may consider retrospective approval or require reinstatement at the tenant's cost. Bernicia may also require improvements to be removed, and original fixtures reinstated on termination of the tenancy.

Where a request is refused or approved subject to conditions, Bernicia will clearly explain the reasons and advise the tenant of their right to seek a review or raise a complaint through Bernicia's complaints process.

Tenants may be eligible for compensation for qualifying improvements on leaving their tenancy, subject to the type, condition, and remaining lifespan of the improvement, in line with the Home Improvements Procedure.

Tenants requiring adaptations due to disability or ill health should not carry out work themselves without prior consent. Advice will be provided regarding Occupational Therapist assessments, and adaptation needs will be considered under the Aids and Adaptations Policy.

## **Standard 14: Right to Acquire and Right to Buy**

Bernicia's Right to Buy (RTB) and Right to Acquire (RTA) policy outlines how the organisation supports tenants who wish to purchase their home. Before and during a claim, tenants are fully informed about eligibility, the implications of buying, discount repayment rules, and the services they will no longer receive from Bernicia after purchase. Claims are processed within 4–8 weeks and can be denied or suspended where legal action is ongoing. Anti-money laundering checks are carried out in partnership with the relevant local authority before any sale progresses.

Once a claim is submitted, only essential repairs are carried out, and the property is removed from planned improvement programmes. Discounts are calculated based on tenancy length and property type for RTB, or a fixed regional amount (currently £9,000) for RTA. If a demolition notice is served, claims can be suspended for up to 5 years or ceased entirely. All staff involved in the process must receive logged training to ensure consistent application of the policy.

## **Standard 15: Boundary and Dividing Fencing**

Bernicia has a repairing obligation to external boundary fencing.

Dividing or party fencing replacement or repair is the responsibility of the tenant. Bernicia reserves the right to apply discretion to undertake this work in exceptional circumstances, for example where there is vulnerability, safeguarding or security considerations. Any such decision will be made on a case-by-case basis.

Where tenants are required to replace and/or improve fencing themselves, permission must be sought from Bernicia. Guidance will be provided on the permitted height and style of fencing.

In open plan estates with grassed areas, it is unlikely permission will be granted against any enclosure. In exceptional circumstances, permission may be granted at the sole discretion of Bernicia where it is deemed to be in Bernicia's interest, subject to any conditions and/or deed of variation.

## **Standard 16: Neighbourhood Management**

Bernicia is committed to maintaining its estates and communal areas to a good standard. Tenants are expected to maintain their immediate environment, including

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garden areas, in a reasonable condition and must not obstruct or misuse communal areas.

Tenants have a responsibility to behave in a way that does not cause nuisance, harassment or annoyance to neighbours or in the wider neighbourhood. Where low-level issues arise, Bernicia will seek to address these proportionately and at the earliest opportunity, using early intervention and tenancy support before formal action is considered.

E-bikes and scooters must not be stored or charged in communal areas, as their batteries present a significant fire safety risk. This includes, but is not limited to stairwells, hallways and lobbies.

Full details of Bernicia's approach to estate management are set out in the Estate Management Policy. Full details of Bernicia's approach to anti-social behaviour are set out in the Anti-Social Behaviour Policy.

## **Standard 17: Pets**

Tenants living in Bernicia Living locations, or in properties where they share a front door with other tenants, need written permission before getting a pet. Bernicia will always try to be reasonable and will look at each request individually, taking into account the type of pet, the size of your home, and whether having a pet could affect your neighbours.

Some animals will never be permitted, including breeds banned under the Dangerous Dogs Act 1991, livestock, and exotic or wild animals.

Tenants living in all other properties may have two pets without permission from us, and must request permission for any more than this. When a tenant has pets, the tenant is responsible for making sure that their pet does not cause damage, noise, or distress to others. Tenants must also pay for any damage caused to the property. If your pet causes problems or you did not get permission before getting one, we may withdraw permission and take tenancy action.

## **Standard 18: Temporary Accommodation and Permanent Relocation**

Tenants may be required to leave their home temporarily, due to major works, the property becoming uninhabitable, damp and mould remediation, safeguarding concerns or anti-social behaviour. Bernicia will arrange suitable temporary accommodation.

A needs assessment will be completed before temporary accommodation is arranged, considering household circumstances, vulnerabilities, travel, support needs and caring responsibilities. We will offer a choice of arrangements and where possible your preferences respected.

The use of a licence agreement for temporary accommodation does not affect the security of tenure on the permanent tenancy. Tenants retain their right to return to their permanent home once works are complete or their situation has resolved.

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Bernicia is committed to minimising disruption during this period, and will make appropriate welfare arrangements, keep tenants regularly updated on progress, and will follow up within the first week of return to ensure tenants are satisfied. The vulnerability of all household members will be considered and recorded throughout the process. Full details are set out in the Temporary Accommodation and Permanent Relocation Procedure.

Where a tenant cannot return to their permanent home, for example due to demolition or permanent rehousing, they will be offered suitable accommodation with no less security of tenure.

## **Standard 19: Training and Awareness**

Bernicia will ensure that all those involved in Housing and Neighbourhood Management either directly or indirectly are provided with appropriate training in the application of this and the relevant supporting documents.

All training will be underpinned by Bernicia strategic approach to tenancy sustainment and shared vision across the group that supporting tenancy sustainment is everyone's responsibility.

All training and awareness raising activities will be logged.

**Version Number: V4.0**

**Effective From: May 2026**

**Applicable To:** This policy and its procedures apply to all members and colleagues of Bernicia Group, including Board Members, Trustees, Independent Committee Members, Directors, Involved Tenants, and colleagues whether full-time, part-time, fixed-term, casual employees, and volunteers of Bernicia, and subsidiaries of the group.

**Associated Documents:** The following resources support the Tenancy policy and Bernicia colleagues to deliver Housing and Neighbourhood Services. These can be found on the Workvivo policy page:

- Abandonment Procedure
- Anti-Social Behaviour Policy/ Procedure
- Anti-Fraud, Bribery and Corruption Policy
- Displaying Flags Policy Compliance Note
- Eviction Policy Compliance Note/ Procedure
- Fire Safety Policy
- Hate Crime and Harassment Policy/ Procedure
- Home Safety Access Procedure
- Home Improvements Procedure
- Mutual Exchange Procedure
- Right to Buy & Right to Acquire Policy
- Tenancy Fraud Policy Compliance Note
- Temporary and Permanent Accommodation Relocation Policy/ Procedure
- Succession Policy Compliance Note
- Repairs and Maintenance Policy

**Equality, Diversity & Inclusion:** An ED&I Assessment was completed in April 2026. Please contact the Governance team if you require a copy.

**Approved By:** Executive Director of Communities

**Policy Author:** Head of Neighbourhoods and Community

**Policy Owner:** Executive Director of Communities

**Next Review:** May 2029

**Reference Number:** POL-0073

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### 3. Change Control

| Version Number | Effective Date | Amendment made by                   | Version approved by               | Description of changes  |
|----------------|----------------|-------------------------------------|-----------------------------------|---|
| V4.0           | May 2026       | Head of Neighbourhood and Community | Executive Director of Communities | Policy transferred to new template. New Policy Standards: 2, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18. Policy standard 3 has further information regarding our approach to tenancy sustainment. Further information provided in Section 4 regarding types of succession. Further information provided in Standard 5 for assignment and mutual exchange. |

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