Tenancy Policy - Housing

Newark & Sherwood District Council
Policy Document
August 2026

Approved by: Portfolio Holder Housing	**Date:** August 2026
Maintained by: Head of Housing Services	
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Linked Documents:

NSDC Tenancy Agreement

NSDC Allocations Scheme

NSDC Tenancy Strategy

Complaints and Feedback Policy

1. Introduction

1.1 The Localism Act 2011 requires every local authority to have a Tenancy Strategy and Tenancy Policy in place.

1.2 This Tenancy Policy sets out the approach adopted by the Council with regards to the letting of its housing stock across Newark and Sherwood, and provides direction on:

- The kind of tenancies we will grant, and the reasons for granting tenancies of a particular type.
- Where we grant tenancies for a fixed term, the length of these terms and the reason for the agreed fixed term.
- The circumstances under which we will grant tenancies of a fixed term for less than five years.

1.3 This policy is written in compliance with the Localism Act 2011 and the regulatory requirements in the 2023 Tenancy Standard therefore fulfilling the requirement for providers of social housing to publish clear and accessible policies, which outline their approach to allocations and tenancy sustainment and management. This policy should be read in conjunction with the Council's Tenancy Strategy.

1.4 The Council aims to house those in the greatest need, make the best use of our stock profile and ensure we are aligned to the objectives set out in our Community Plan.

2. Aims of the Policy

2.1 The aims of this Tenancy Policy are:

- To promote the effective use of the available housing stock to reduce overcrowding, tackle under occupation and make the best use of adapted housing for disabled applicants and households.
- To assist in supporting and sustaining tenancies.
- To support the creation and maintenance of sustainable communities across Newark and Sherwood.
- To seek to provide tenants and applicants with opportunities to achieve broader life aspirations, for example in employment and education.
- To maintain a viable financial Business Plan.

3. Sustaining Tenancies

3.1 Newark and Sherwood District Council is committed to making a positive difference to the lives of tenants whilst making the best possible use of the homes we own and manage.

3.2 We will contact new tenants early in their tenancy to ensure they are settling in.

3.3 Where potential tenants have not held a tenancy before or are moving into our specialist housing (Housing with Care, Government Scheme Accommodation or Rough Sleeper Accommodation) we will undertake pre tenancy work. This includes advice, support and guidance bespoke to the environment in which they will be residing.

3.4 We will provide all new tenants with clear information concerning the terms of their Tenancy Agreement including their and our responsibilities, and of the consequences of failing to keep to those terms. Should we become aware of breaches of Tenancy Agreements, we will intervene in line with the Tenancy Agreement and will seek to offer tenants appropriate support to help them remain in their home.

4. Supporting tenants

4.1 We will provide tenants with appropriate support and advice where possible tailored to their individual needs, to maximise opportunities for tenancy sustainment.

4.2 We will offer support at sign-up via our Starting Well Scheme, providing a choice of white goods and/or carpets to help them start their tenancy well with us.

4.3 Our staff will, where appropriate, signpost to other agencies to provide more specific support and guidance, including mental health, alcohol, and drug dependency.

4.4 Where tenants breach the Tenancy Agreement, we will take appropriate and proportionate action which could include a claim for possession of the property.

5. Effective Use of Stock

5.1 Newark and Sherwood District Council will, through the application of allocation policies and the subsequent issue of tenancies, seek to support the achievement of balanced communities. This will be in the context of addressing issues such as over and under crowding and the density of occupation within a community.

5.2 Welfare Reform affected tenants in receipt of benefits who are under occupying their homes by an additional one or more bedrooms for which they have been assessed as having a need. Initiatives to support affected tenants include a Home Release Scheme and free access for all tenants to the national mutual exchange database: Homeswapper. This enables social tenants to swap their homes with other members of the scheme. Tenants must get our permission to exchange/swap tenancies, but that permission will not be unreasonably withheld. Where a tenant wishes to move and has difficulty accessing the Homeswapper service, support will be provided.

6. Tenancy Type

6.1 Newark and Sherwood District Council will provide all new tenants with a Tenancy Agreement that sets out the rights and responsibilities of the tenant(s) and the rights and responsibilities of the landlord.

6.2 When letting properties, new tenants will be granted the most appropriate form of tenure for their circumstances as determined by us and in accordance with relevant statutes.

6.3 The new tenancy will be one of the following:

6.3.1 Introductory Tenancy

- A 12-month introductory tenancy will be granted to all new Newark and Sherwood District Council tenants.
- Failure to comply with the terms of the Tenancy Agreement may result in the introductory tenancy being extended (for a further 6 months) or terminated.
- Full compliance with the terms of the introductory tenancy would usually see progression to a secure tenancy.

6.3.2 Secure Tenancy

- A secure tenancy will usually be granted to new Council tenants who have successfully completed a 12 or 18 month introductory tenancy or tenants who transfer from an existing Newark and Sherwood District Council tenancy or social housing provider to another Council tenancy.

6.3.3 Non-Secure Tenancy

- A non-secure tenancy will usually be granted to a tenant of the council where they are occupying specialist accommodation.

6.3.4 Licence

- A Licence will usually be granted to a tenant of the council where they are occupying temporary accommodation.

6.3.5 Fixed Term Tenancy

- We do not operate fixed term tenancies in our Stock.

7. Managing Tenancies

7.1 The Tenancy Agreement sets out the responsibilities of the tenant and the landlord. We will seek to provide this information in multiple formats to meet tenants' needs. We will also consult with tenants about any proposed significant changes to the Tenancy Agreement.

7.2 If a tenant breaches a condition of their Tenancy Agreement, we will take appropriate and proportionate action to address this breach. We will intervene at the earliest possible stage when we become aware of a breach of tenancy and will explain the action a tenant is required to take to rectify any breaches where appropriate and what action will be taken by us.

7.3 Where a breach of tenancy has been identified, we will seek to provide the appropriate support to tenants to help them stay in their home, including identifying agencies who may be able to provide support to the tenant.

7.4 The Tenancy Agreement provides for the demotion of tenancies where appropriate. A Demoted Tenancy reduces the security of a secure tenancy to that of an introductory tenancy. Demotion of a secure tenancy can only occur with a court order and is usually applied for in cases of anti-social behaviour. A demoted tenancy does not have the same rights as a secure tenancy.

8. Tenancy Amendments

8.1 Sole to Joint Tenancies

8.1.1 Sole tenants with either an introductory or secure tenancy may request to have a joint Tenancy Agreement meaning they would share their tenancy with another person. Joint tenancies will usually be created between spouses or people living together as partners.

The same conditions apply to joint tenancies as sole tenancies.

8.1.2 Joint tenants are jointly and severally liable regarding adhering to the terms and conditions of the tenancy. If one of the joint tenants breaches the tenancy it affects the tenancy in its entirety.

If the joint tenancy breaks down and there are any outstanding rent arrears, then both tenants are equally liable for payment until the full arrears are cleared. We expect both tenants to pay an equal share of the debt but if either tenant fails to make payments the other tenant is liable for the full arrears.

8.1.3 If the sole tenant is in breach of any of the conditions of their current tenancy, then an application to create a joint tenancy may be refused.

8.2 Mutual Exchange

8.2.1 Existing secure and assured tenants may wish to enter into a mutual exchange with other Council tenants or tenants of other social housing providers. We recognise that mutual exchange is a useful way of satisfying housing needs and aspirations which cannot be met in other ways.

8.2.2 Tenants must obtain consent from us before carrying out a mutual exchange and we may attach conditions to consent for mutual exchange such as clearing rent arrears.

8.2.3 The circumstances under which we may withhold consent are outlined in Schedule 3 of the 1985 Housing Act and are detailed below:

- There is a Possession Order on the property.
- A Notice of Seeking Possession has been served.
- The tenant or any member of the household has behaved in an anti-social way and actions including possession proceedings, injunctions, criminal behaviour orders or a demotion order against them are in place or are being sought.
- The property is bigger than is needed by the family wishing to move into it.
- The property is not big enough for the family wishing to move into it.
- The property is tied accommodation.
- The landlord is a charity and the proposed new tenants moving into the property would conflict with the objectives of the charity.
- The property has special features that make it suitable for occupation by a physically disabled person who needs it and if the exchange took place there would no longer be such a person living in the property.
- The landlord is a Housing Association or Housing Trust that lets properties to particularly vulnerable people and if the exchange took place there would no longer be such a person living in the property.
- The property is supported housing for people with special needs and if the exchange took place there would no longer be such a person living in the property.
- The property is the subject of a management agreement where the manager is a Housing Association and there are specific arrangements in place with which the proposed new tenant is not willing to participate.

9. Succession

9.1 We operate in line with Section 87 of the Housing Act 1985 (as amended by Section 160 of the Localism Act 2011) which provides for one statutory succession to a surviving spouse or civil partner. This right of succession applies to Council tenants holding an introductory or secure tenancy. In certain circumstances we may grant a new tenancy to close family members or carers (if they can fulfil the requirements in 9.2) after the death of the tenant. In some cases, the family member may be required to move to a property more suited to their needs i.e. a smaller property (see 9.4)

9.2 Rights of succession will only be considered where the individual requesting to succeed the tenancy can demonstrate residence at the address both at the time of the tenant's death and the immediate 12 months prior to the tenant's death.

9.3 The Localism Act 2011 makes the following amendments to the rules on succession. These are only applicable to new tenants from 1 April 2012.

9.4 Where succession is applicable and the current property the succeeding tenant is residing in is too large, has adaptations no longer required or deemed unsuitable for their needs we will work with them in securing alternative accommodation with the Council. This will usually be time limited and involve the direct offer of two properties they are eligible for in line with the Council's Allocation Scheme

9.5 Section 160

9.5.1 Section 160 removes the statutory right of those other than spouses and civil partners to succeed to a secure tenancy. However, Section 160 also provides discretion for landlords to grant succession rights in addition to the statutory minimum of one succession to a spouse or civil partner.

10. Terminating a Tenancy

10.1 By Tenants

10.1.1 In accordance with the tenancy agreement, we require 28 days' notice to terminate a tenancy during which time the rent will remain payable. The exception to this is non- secure tenancies and licences where we may accept less.

10.1.2 The Council may use discretion in exceptional circumstances to accept less than 28 days, but this must be discussed and agreed with an officer of the Council prior to the notice to terminate a tenancy being given.

10.1.3 Notice to end a tenancy must be provided in writing and where both joint tenants are still resident in the property, we would expect both tenants to sign the termination notice. If one joint tenant is no longer residing in the property, it can be terminated by the remaining tenant. If a tenancy is being ended following the death of a tenant, then the signature of the estates executor or next of kin will be required to end the tenancy. Where no executor or NOK are available we will serve a Notice to Quit on any known relatives and/or the Public Trustees Office in London.

10.1.4 If one party to a joint tenancy request to stay in the property as a sole tenant, we would expect confirmation from the vacating tenant that they wish to relinquish their right to be a tenant by assigning the tenancy or an appropriate notice must be served by the leaving tenant to determine the joint tenancy. In cases where the tenancy is terminated by a joint tenant, we may request the remaining tenant to move into a smaller/more suitable property if appropriate. If there any breaches of the conditions of their current tenancy, then an application to create a sole tenancy may be refused.

10.2 By Newark and Sherwood District Council

10.2.1 We may take steps to end a tenancy where there have been serious and/or persistent breaches of a tenancy, including the accumulation of rent arrears or where the tenant is no longer using the property as their only and principal home. Where this is the case, the appropriate steps will be undertaken in line with legislation and the Tenancy Agreement to seek possession of the property.

10.2.2 Where a tenancy breach involves anti-social behaviour, and the behaviour has been proven in court we will seek mandatory possession of the property; this ground is legislatively referred to as the 'absolute ground for possession for ASB'.

10.2.3 The Council will consider the tenant's (and anyone residing with them) circumstances before determining whether it is appropriate to utilise the mandatory grounds for possession. The council will comply with the requirements of the Pre Action protocols set by the Civil Procedure Rules.

10.3 Ending an Introductory Tenancy

10.3.1 If we decide to extend or terminate an introductory tenancy, we will serve an appropriate notice to the tenant setting out the reasons for that decision. An introductory tenant has the right to apply for a review and appeal against this decision to extend or terminate their introductory tenancy.

10.3.2 All reviews will be carried out by a panel of senior officers who have had no involvement in the original decision to serve the Notice.

10.3.3 If the decision to end the introductory tenancy is upheld, we will apply to court for an order to seek possession of the property.

10.4.4 If the decision to extend the introductory tenancy is upheld, we will extend the tenancy for a period of 6 months.

11. Tenancy Fraud

11.1 Tenancy fraud refers to a situation where a tenant has breached certain terms in the Tenancy Agreement by:

- Not using the property as the 'sole or principal home' and subletting without permission.
- Attempting to obtain a property using false statements, for example falsely claiming to be homeless or using a forged passport or claiming to be someone else.

11.2 We will proactively seek to prevent or stop tenancy fraud. This may include:

- Photographing new tenants at sign up and retrospectively through tenancy visits for existing tenants.
- Visiting all tenants as part of a rolling programme.
- Requiring and checking signatures and means of electronic identification.
- Exercises to change communal entry door system key fobs to identify unauthorised occupiers.
- Use of Credit Reference Agency checks at the application stage to detect suspect sub- letting.
- Data sharing agreements with the Council and other registered providers.

11.3 Where such a breach of the Tenancy Agreement relating to tenancy fraud occurs, we will take action to gain possession of the property and/or prosecute.

12. Privacy Statement

12.1 All information provided will be treated in compliance with the Data Protection Act 2018. We are legally able to process your personal data:

- When you have freely and explicitly provided your consent to this processing or
- When we have a statutory duty to collect and process this information to provide the required service or undertake a statutory function
- When your personal data forms part of a contract between you and the council

12.2 We will keep your information for the minimum time necessary as detailed in the Council's retention schedule.

12.3 We may wish to share the information you supply with local or national Government Departments and other organisations. If you do not wish us to share your information, you should decline to provide the personal information requested. We will only share your information with other organisations if we are required to by law. We will not use your information for marketing purposes without your consent.

12.4 Your personal data will be stored securely, and appropriate safeguards will be put in place for handling sensitive and special category information such as medical information.

12.5 There are a number of rights that you may exercise depending on the legal basis for processing your personal data. In most cases, these rights are not absolute and there may be compelling or overriding legal reasons why we cannot meet these rights in full. This will be explained to you in more detail should you contact us for any of the reasons detailed below:

- Request a copy of the personal information the council holds about you
- To have any inaccuracies corrected
- To have your personal data erased
- To place a restriction on the council's processing of your data
- To object to processing and
- To request your data to be ported (data portability).

13 Approval, Consultation and Review

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