

Tenancy management policy – version 1

Date approved for use: 1st April 2025

Scope

- 1.1 This policy is a Dimensions Group policy. This means it applies to all its subsidiaries as listed in **Dimensions Group company information**.
- 1.2 This policy is a Dimensions policy only as it applies to Dimensions' tenancies and licences. For properties managed on behalf of other Landlords, their Tenancy policy will apply.
- 1.3 This policy covers multiple different aspects of tenancy management, as listed below.

The policy includes guidance on the type of tenure to be used in all housing where Dimensions owns the property or has a lease. Different types of tenure come with different legal rights and responsibilities. The type of tenure must always be checked before any formal tenancy management action is taken. The tenancy, lease or license, together with the law governing it, will take precedence over this policy, if any conflict arises.

- 1.4 Dimensions' overall aim is to sustain tenancies successfully. This policy sets out our approach to positive and supportive tenancy management for the benefit of people we support, house, and other stakeholders.

This policy also covers tenancy management enforcement action, up to and including the reasons why a tenant, in Dimensions owned or leased properties, may be asked to leave their home, following the correct legal procedure. In properties owned by other landlords, please refer to their tenancy agreement, along with the relevant management agreement for the procedure for authorisation of notices.

All our colleagues should follow this policy. However, it is most relevant to Regional Housing Advisors (RHAs), responsible for the issue of all occupancy agreements and tenancy packs.

- 1.5 You can find the documents, forms and other policies mentioned in this policy on the Hub (Dimensions intranet).

- 1.6 To go straight to the policy content click on the hyperlink section title below or go to the page:

Section

<u>Regulatory framework, aims and objectives</u>	Page 3
<u>Types of tenure</u>	Page 4
<u>Mutual exchange, transfer and assignment</u>	Page 6
<u>Mental capacity and tenancies</u>	Page 7
<u>Tenancy fraud</u>	Page 8
<u>Abandonment</u>	Page 9
<u>Possession and eviction</u>	Page 10
<u>Rent arrears</u>	Page 11

Policy statement

- 2.1 Dimensions' aim to give the most secure form of tenure possible to our tenants and to sustain tenancies successfully. As with all Dimensions policies, our approach to tenancy management considers the needs of households who are vulnerable by reason of age, disability or illness through the provision of housing which provides the highest level of achievable stability.

Our relationship with our tenants begins with the home. Which is why it is important to set out what we expect from our tenants, and what they can expect from us as their landlord.

The impact of not implementing this policy

- 3.1 Not having correct policies, or not following them correctly, can lead to severe consequences, including confusion, inconsistency, legal risks, avoidable harm to tenants and harm to Dimensions' reputation.
- 3.2 Dimensions could be sanctioned by our regulators, which may include:
- the person's local authority (LA)
 - in England, the Care Quality Commission (CQC)
 - in Wales, the Care Inspectorate Wales (CIW)
 - The Charity Commission (CC)
 - Health and Safety Executive (HSE)

- the Regulator of Social Housing (RSH)
- the Information Commissioner's Office (ICO).

Policy content

Regulatory framework, aims and objectives

4.1 **Regulatory Framework: Social Housing (Regulation) Act 2023**

From 1 April 2024, there are five new consumer standards that set the requirements which all registered providers must meet:

1. The Safety and Quality Standard – requires landlords to provide safe and good quality homes and landlord services to tenants.
2. The Transparency, Influence and Accountability Standard – requires landlords to be open with tenants and treat them with fairness and respect so that tenants can access services, raise complaints, when necessary, influence decision-making and hold their landlord to account. Also to collect and report annually on their performance using a core set of defined ‘Tenant Satisfaction Measures’, providing tenants with greater transparency about their landlord’s performance.
3. The Neighbourhood and Community Standard – requires landlords to engage with other relevant parties so that tenants can live in safe and well-maintained neighbourhoods and feel safe in their homes.
4. The Tenancy Standard – sets requirements for the fair allocation and letting of homes and for how those tenancies are managed and ended by landlords.

Dimensions will ensure compliance with all the required standards. This policy aligns closely with the Tenancy Standard.

- 4.2 This policy outlines Dimensions approach, expectations and policy obligations in key areas relating to tenancy management. It ensures our tenants are informed and understand what to expect from us.
- 4.3 Regional Housing Advisors and Dimensions colleagues delivering our housing management functions require clear parameters in which they can apply discretion when making decisions.
- 4.4 This policy informs both colleagues and tenants of our approach and policy framework across these key areas.

4.5 We aim to ensure the peace of mind that comes with security of tenure and create sustainable tenancies in line with Dimensions objectives.

4.6 Objectives of this policy are:

- to offer new tenants occupancy terms which promote security of tenure
- to maximise tenancy sustainability and identify how we can help through our own service provisions
- to respond positively to our tenants' changing needs, providing consistent advice on any issues related to their tenancy
- to inform tenants of their key responsibilities as a Dimensions tenant
- to ensure we prevent and proactively challenge suspected tenancy fraud
- to ensure a tenancy comes to an end in a positive way for both our tenants and Dimensions
- to be transparent with our tenants regarding how we may respond when things go wrong and what options might be available to us as a landlord
- to protect our property assets through effective management of our stock.

Types of tenure

5.1 Assured tenancy

This is the most secure form of tenancy agreement and will usually be given if the property is owned by Dimensions or used in a tenancy where Dimensions has a very long lease, so that the tenant can stay as long as they wish, as long as they keep to the rules in the agreement.

A room in a shared house with shared living room, kitchen and bathroom can have an assured tenancy. Ownership of the property should be checked and understood by the Regional Housing Advisor before the tenancy is granted.

5.2 Assured shorthold tenancies

This tenancy is for short stay or for fixed term (or fixed time) tenancies, like in a property with a lease from a private landlord. A six- month tenancy will be given, and, after the six months end, it will carry on as a 'periodic' tenancy, which means it carries on until it is ended. Assured shorthold tenancies can also be used when it is a rule of the lease or nominations agreement. A nominations agreement is an agreement between the landlord and the local authority as to how the property must be used.

The other use is for a six-month trial to see if the housing and support is suitable for the tenant. This will be reviewed after three months and then an assured tenancy will be issued after six months if everyone agrees.

Assured shorthold tenancies should be used for all leased properties with leases under 99 years and company let agreements.

5.3 Licences

Licences are used for new lettings in registered care homes.

Licences are used where there is a need to go in and out of peoples' rooms to provide care and support without the person agreeing, and where there may be a need for people to change rooms. Good practice is to always ask before entering and respect the privacy of the person supported.

Licences cannot be used in supported living, except in particular legally defined circumstances, and require written agreement from the Director of Housing.

5.4 When tenants are away for a period of time

Dimensions colleagues will make sure that the home continues to be occupied by the tenant we let the home to, in accordance with the requirements of their tenancy agreement, for the duration of the tenancy. Support Workers and Regional Housing Advisors will take all necessary steps in their respective roles to support tenants to sustain their tenancy and prevent unnecessary evictions (see Eviction). This includes if tenants are in hospital or prison for an extended period.

Where housing benefit or Universal Credit fully or partially cover the rental charges, this may be affected by extended absences. This should be considered and advice and assistance given where possible to maximise the availability of the benefits.

5.5 Tenancies following temporary moves or 'relocations'

Where Dimensions asks a tenant to move to another property for a period, to facilitate refurbishment or other work in their home, and they will be returning to their home once the work has been completed, this is called a temporary relocation. The tenant will retain their existing tenancy and security.

Dimensions will grant tenants who move permanently to an alternative home to facilitate a redevelopment, refurbishment or other works, a tenancy with no less security than the one they currently have.

Please also refer to the **Compensation policy** for payments that may be payable for home loss and disturbance.

5.6 **Joint tenancies and succession**

Applications for joint tenancies will be considered for married couples, civil partners and partners (including same-sex partners) but it is acknowledged that for Dimensions' specialist housing provision these will be uncommon.

In the rare event that a joint tenancy exists and one of the tenants dies, succession will not automatically apply as the home is designated as supported living. If the home is not suitable for, or cannot be allocated to, the surviving tenant, then advice and guidance will be given which will include assistance to find the Tenant an alternative home with appropriate security of tenure.

5.7 **Ending a tenancy**

If a tenant wishes to end their tenancy, they should contact their Regional Housing Advisor (RHA). Notice is required in line with the terms of the tenancy agreement.

Mutual exchange, transfer and assignment

6.1 **Mutual exchange and transfer**

All tenants who have a Dimensions Assured (non-shorthold) tenancy have the right to carry out a mutual exchange (tenancy swap) with another Dimensions tenant or with another social housing tenant.

This policy does not apply to tenants in Dimensions temporary accommodation, market rent and private landlord tenancies. For homes which Dimensions manages for other registered providers, we will assist in facilitating a mutual exchange.

It is important to note that as Dimensions homes are supported living, any person wishing to move through a mutual exchange must also have a support need which can be met by the support team at the address. Each request will be considered on an individual basis. Mutual exchange is a form of tenancy 'assignment'.

6.2 **Assignment**

Assignment is where an existing tenancy is transferred to another tenant. Assignment will only be permitted where the tenancy agreement specifically allows for this as defined by legislation. Dimensions will consider each request

on an individual basis and consider the support needs of the proposed incoming person.

Assignment means that you transfer your tenancy to someone else. They then become the tenant, and you must leave your home. You need to sign a document called a 'deed of assignment'.

6.3 Tenancy transfer

If a tenant wishes to move from one property to another, or from one lettable room to another in a shared house, it may be possible to do so under a transfer of tenancy. This will be considered under the terms of any nominations arrangements for each property, the needs of each relevant tenant and the support available. Each request will be considered on its own merits.

If a tenant wishes to move or exchange, they should contact their Regional Housing Advisor (RHA).

Mental capacity and tenancies

- 7.1 To enter into a tenancy the prospective tenant must be able to understand the essential elements of the tenancy. In this case the person can sign the tenancy agreement themselves. If this is not the case or is not clear, alternatives will need to be considered as below.
- 7.2 If there is already a Court of Protection Deputy or someone else who can legally sign the tenancy agreement, then they can sign instead of the applicant/tenant. Family members, advocates, or benefit/finance appointees cannot sign a tenancy agreement without additional legal authority to do so.
- 7.3 If there is no legal deputy and the applicant/tenant does not have the capacity to sign and understand a tenancy agreement, then a Best Interests meeting should be held. A decision will be made at the meeting if the best choice is for them to move in, and record who will apply to the Court of Protection to sign the tenancy agreement.
- 7.4 If applying to the Court of Protection would mean long delays in moving in, the tenancy can be signed by Dimensions, but the tenant signature left blank. Dimensions will make a note that the application has been made and keep a copy of the Best Interests meeting and mental capacity assessment with the tenancy agreement.

- 7.5 Even if the applicant/tenant is not signing the tenancy agreement, the tenancy conditions should still be explained as much as possible, using Dimensions easy read guides and by watching the Dimensions tenancy videos on YouTube.
- 7.6 Before 2016, Dimensions accepted tenancies unsigned by the tenant and these may stay as they are. If further information is needed, the Regional Housing Advisor should be contacted.
- 7.7 It is also always important to appreciate that people's mental capacity can change over time.

Please see **Mental capacity and Deprivation of Liberty Safeguards policy**

Tenancy fraud

- 8.1 Tenancy fraud is cheating or being dishonest about your housing needs and benefitting from your home when you do not have that right.
- 8.2 There are many different types of tenancy fraud, and we have listed the most common ones below:
 - **Unlawful subletting** - when a tenant rents out all, or part of their home to someone else without Dimensions permission (the 'sub-tenant' may be seen to be participating in fraud and as such may be committing a criminal offence)
 - **Obtaining housing by dishonesty** - when a person applying for housing knowingly gives false information in their application
 - **Unlawful succession** - when someone who is not entitled to the property takes over the tenancy
 - **Key selling** - when a tenant moves out and sells their key to someone else (both parties may be seen to be working together to commit fraud and may face prosecution)
 - **Keeping a social rented home when they own, or part own another property**
 - **Failing to report a change in circumstances** - for example, a single person living on their own moves a partner or family member into their home. If they are claiming Single Persons Discount on their Council Tax and do not inform the local authority this is benefit fraud, which is a criminal offence carrying a potential prison sentence. This information is shared with local authority partners

- **Abandonment** - where a tenant stops living at their home and leaves it but does not tell Dimensions and does not contact the local authority to stop any benefits they have been claiming. If the person living in the property is not a tenant, they could also be committing fraud
- **‘Cuckooing’** - where people take over someone’s home and use it to facilitate exploitation and other crimes. There are different types of cuckooing, for example, using the property to deal, store or take drugs, or using the property for sex work. Please also see the **Safeguarding policy**.

8.3 How we tackle tenancy fraud

We work closely with local authority partners, NHS Trusts, Dimensions Operations colleagues, external support agencies, families and advocates, to ensure to the best of our ability that all referrals have a support need which can be met at the property by the support team, and that the individual has a need for a supported living home.

We aim to identify and tackle tenancy fraud, and we will take legal action to regain possession of our properties where fraud is established. We work alongside the local support team and will carry out tenancy reviews at least annually to ensure the correct people are living in our homes.

8.4 What happens when you commit tenancy fraud:

- you are likely to lose your home (tenancy) if caught and may not be entitled to apply for social housing in the future
- depending on how serious the fraud is, you could be prosecuted and be subject to an Unlawful Profit Order, potentially resulting in a fine and/or being sent to prison
- you are preventing someone who may be in greater need of housing from getting offered a home.

Abandonment

9.1 Abandonment is when you are not living in your home (tenancy) as your main home. This does not include staying in hospital or respite where there is the intention to return to your home. When a tenancy is abandoned, we will end the tenancy and then take back the property because you are not living in your home. We can only do this with a Court order.

- 9.2 The abandonment procedure which supports this policy explains how we can establish if a property has been abandoned and what we should do if there is no one at the address, what we should do if there are signs of forced entry or vandalism, and the local checks and agency checks we should carry out.
- 9.3 Where necessary, we will seek possession using a 28-day Notice to Quit. If there is any uncertainty about abandonment, a Notice of Seeking Possession and a Notice to Quit may be served simultaneously.
- 9.4 We will take an inventory and store / dispose of belongings that have been left in abandoned Dimensions properties, according to our legislative duties. If an address for the former tenant is known, a letter of notice will be sent when the inventory has been completed, complying with the requirements of the Torts (Interference with Goods) Act 1977.
- 9.5 If the property is managed on behalf of another registered provider, colleagues will need to seek approval from the landlord for any notices or court action for abandonment in line with the terms of the management agreement.
- 9.6 Tenancies cannot be ended without notice either by the tenant or Dimensions, or other registered providers/landlords.

Possession and eviction

- 10.1 A tenant, in a Dimensions owned or leased property, may be asked to leave their home, following the correct legal process.
- 10.2 Dimensions aims to ensure maximum rights and security of tenure for its tenants and licensees. However, tenancy enforcement action up to and including eviction may be considered to protect other tenants and colleagues and in response to severe tenancy breaches, including prolonged non-payment of rent. Eviction proceedings will always be seen as a last resort.
- 10.3 Property Possession and Eviction is a complex legal process that is challenging for anyone to go through, with far-reaching consequences. Dimensions will take care to ensure that all communication with its tenants is clear, accessible and delivered in ways that the person can understand and with the involvement of Deputies and advocates for the person where appropriate. Information will also be provided on the availability of advice and assistance for alternative housing options.
- 10.4 If the property is managed on behalf of another registered provider, their tenancy conditions must be used in relation to any tenancy breaches, and the

- procedure outlined in their management agreement must be adhered to, occasionally this may mean that they take legal action and not Dimensions.
- 10.5 All formal legal action, including evictions will require approval by the Director of Housing.
- 10.6 There is a detailed procedure supporting this policy, which lays out the steps to be taken in the possession and eviction process. In each case this will include practical advice and assistance on housing options, including signposting to the local authority with the homelessness duty, and other specialist advice providers such as Citizens Advice and any local Law Centre.

Rent arrears

- 11.1 Preventing and managing rent arrears is critical to Dimensions and a separate Procedure lays out our approach, including legal action for recovery of debt or possession of property, when necessary.
- 11.2 Our approach to arrears control and recovery will be firm, fair and consistent, while also remaining sensitive and responsive to the personal circumstances of tenants in arrears, many of whom may be financially and socially disadvantaged.
- 11.3 We will assist all tenants whether they are claiming benefits or not. For those tenants who are claiming benefits, we will do our best to ensure they have access to their full entitlement. Co-operation will be expected from tenants or their Deputy or appointees in relation to information on income and savings given to Housing Benefit or the Department for Works and Pensions.
- 11.4 Our aim is to recover payments through dialogue with our tenants or their Deputy or appointees and/or the Housing Benefit/Universal Credit offices. In cases where this does not resolve the matter, then court proceedings and the eviction procedure may be used. For homes managed on behalf of other landlords, the arrears policy referred to in the management agreement should be followed, and once all evidence is collated, this should then be taken to the landlord, with a view to them progressing the serving of the notice if appropriate.
- 11.5 We aim to minimise current and former tenant rent arrears through an effective policy framework, and effective and efficient procedures, which are sensitively implemented.
- 11.6 In summary, Dimensions aims to:
- prevent arrears occurring

- engage with tenants/advocates to control and reduce rent arrears
- maximise rent and arrears collected
- take legal action only where it is necessary
- enable tenants to sustain their tenancy and prevent homelessness where wherever possible.

Relevant legislation, guidance and related policies and templates

This policy and related procedures consider the following legal requirements and regulatory codes, standards, and guidance:

Legislation

- 12.1 Social Housing Regulation Act 2023
- 12.2 Homes Fit for Human Habitation Act 2018
- 12.3 Data Protection Act 2018
- 12.4 General Data Protection Regulations (UK-GDPR)
- 12.5 Homelessness Reduction Act 2017
- 12.6 The Prevention of Social Housing Fraud Act 2013
- 12.7 Localism Act 2011
- 12.8 Equality Act 2010
- 12.9 The Fraud Act 2006
- 12.10 Mental Capacity Act Code of Practice 2005
- 12.11 Gender Recognition Act 2004
- 12.12 Human Rights Act 1998
- 12.13 Housing Act 1996
- 12.14 Environmental Protection Act 1990
- 12.15 Housing Acts 1985 and 1988
- 12.16 Landlord and Tenant Act 1985

Guidance

- 13.1 [Visit their government information page at Civil Legal Advice](#)

- 13.2 [Visit Shelter's website for housing and homelessness advice Find your local Shelter service](#)
- 13.3 [Visit Citizen's Advice website](#)
- 13.4 [Find your nearest Law Centre](#)

Group policies

- 14.1 Equality, diversity and inclusion
- 14.2 Concerns, complaints and compliments
- 14.3 Referrals, allocations and new support
- 14.4 Ending support
- 14.5 Safeguarding
- 14.6 Compensation
- 14.7 Mental capacity and Deprivation of Liberty Safeguards
- 14.8 Fraud prevention, detection and investigation

Related procedures, decision flowcharts, forms

- 15.1 Procedures, forms and flow process to follow

Equality statement

- 16.1 Dimensions is committed to adhering to the Equality Act 2010 and the Public Sector Equality Duty. We aim to achieve this by promoting equality, respecting diversity and ensuring inclusion, eliminating unlawful discrimination for our colleagues and the people we support. Please see our **Equality, diversity and inclusion policy**.
- 16.2 We adhere to the Equality Act 2010 by promoting equality, diversity, and human rights by treating all people we support and employ fairly and equitably whatever their protected characteristic:
 - age
 - disability
 - gender reassignment
 - marriage and civil partnership
 - pregnancy and maternity
 - race
 - religion or belief

- sex
- sexual orientation

16.3 At Dimensions we will not tolerate any forms of abuse or discriminatory behaviour towards our colleagues, people we support, family members or people we work with. We will always act and will not be by-standers.

16.4 The equality impact analysis (EIA) is available on request by emailing the Head of Equality, Diversity and Inclusion.

Data protection statement

17.1 This policy involves handling personal data. So, when you carry out any procedures this policy describes, you should also think about what our **Data handling and protection policy** says.

17.2 Our **Data handling and protection policy** is our promise to handle personal data correctly under the Data Protection Act 2018 and the General Data Protection Regulation (UK-GDPR). It tells you how to keep that promise. It balances everyone's rights to data privacy with the work we do.

17.3 For information on how we handle personal and sensitive data, please see our privacy notices.

Review

18.1 We will review this policy three years from its original publication. But if changes in legislation, regulation or best practice mean we need to, we will review sooner.

18.2 If the changes are big, we will equality impact analyse (EIA) the policy again and send out to consultation in line with our **Policy development and consultation policy**.

18.3 For smaller changes, we will update this same version. We will record this in the Version control section below.

Glossary

19.1 An explanation of words and terms that appear in this policy or the related procedures.

Term	Definition
Tenancy agreement	A tenancy tells you the rules and responsibilities for living in a rented room or house and what your rights are.
Assured shorthold tenancy	This is an agreement used for housing for a fixed time or not permanent housing. This will be explained when you sign.
Assured tenancy	This is the most secure form of agreement and lasts as long as you want if you keep to the rules in the tenancy.
Licence agreement	This is a shorter agreement with less security for use in registered care homes. You can be asked to change rooms or be asked to leave without going to Court.
Mental capacity (sometimes shortened to capacity)	This is a person's ability to make a particular decision at a particular time.
Mental Capacity Act (MCA or the Act)	This is a legal framework designed to empower people to make decisions for themselves and to protect people who cannot because they lack the capacity. It puts the person at the centre of any decision-making process.
Court appointed deputy (sometimes shortened to deputy)	This is a person the court of protection appoints to act and make decisions on behalf of a person who lacks the capacity to make those decisions for themselves.
Periodic tenancy	This means an agreement with no date to end. It carries on until ended by the tenant or the housing provider.
Regulator of Social Housing	This is the organisation that makes sure social housing providers meet the rules set by the government.
Decant	Sometimes tenants need to move into temporary accommodation because of a problem that needs repairing at their home. This could be because of a fire, flood, or major unplanned repair. This move is often referred to as a "decant". If you must move out it is because your home is unsafe.
Notice to Quit	A notice to quit is a document from a landlord notifying a tenant that they need to leave the rented premises. Notices of this nature give a tenant a specific date to vacate and settle unpaid rent or rectify other concerns which breach the terms of the lease.

People and groups involved in writing and approving this policy

Policy owner:	Director of Housing
Policy Responsible Executive Lead:	Julia Ashley, Chief Housing and Communications Officer
Approval level:	Dimensions Board via Finance and Resources Committee (FRC)
People and groups consulted:	Mohamed Valli, Tenancy Services Manager Shami Choudhury, Regional Housing Advisor Regional Housing Advisors, Clinical Team, Business Development and Commercial Team.

Version control

Version number	Approved date:	Communication date:	Summary of changes
I	29 th January 2025 (FRC) 27 th March 2025 (Board)	1 st April 2025	New policy, incorporating former Housing policies: <ul style="list-style-type: none"> ● Tenure policy ● Eviction policy ● Abandoned properties policy ● Rent arrears policy.

Next review due: March 2028