



PLYMOUTH COMMUNITY HOMES TENURE POLICY

Version:	2
Lead Directorate:	Homes and Communities
Policy Owner:	Head of Rent, Homeownership & Lettings
Approved by:	Customer Focus Committee – Efficient decision 05/05/2026
Effective Date:	Nov 2026
Review Date:	May 2029

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1. Introduction

Plymouth Community Homes (PCH) is committed to offering clear, fair and transparent tenancy arrangements that support sustainable communities, ensure the effective management of our housing stock, and comply with relevant legislation and regulatory standards. This Tenure Policy outlines the types of tenure we grant, the circumstances in which they are used, and the rights and responsibilities associated with them.

2. Purpose and anticipated outcomes

- 2.1 This policy sets out the range of tenancies that we may grant for our customers of rented homes. It aims to ensure we provide all legitimate occupiers of accommodation the rights required by law and the regulatory framework for social housing landlords in England.
- 2.2 Our separate Tenancy Allocations Policy sets out how we allocate our homes and how we make use of local lettings plans and sensitive lets.
- 2.3 This Tenure Policy complies with the requirements of the social housing regulator's Tenancy Standard by setting out:
 - The types of tenancies and licenses we may grant.
 - The circumstances in which we grant a particular tenancy or license.
 - The circumstances in which we will grant a further tenancy (or not) at the end of an existing tenancy.
 - How we will take account of the needs of our vulnerable households.
- 2.4 Consistent application of this policy will assist us with our aim to ensure our customers have the right home with PCH for as long as they need it. It also fulfils our obligation to consult with the Local Authorities that we work with.

3. About this policy

- 3.1 We aim to offer our customers occupancy agreements that are compatible with their needs, the purpose of accommodation, the sustainability of the community and the efficient use of our homes.
- 3.2 Unless there's a compelling reason not to do so, we offer joint tenancies to customers where either they already hold a joint tenancy at the time of our offer or their application for housing is in joint names. We do not offer joint tenancies to applicants and their adult children. In exceptional circumstances, a joint tenancy may be given to other applicants, e.g. siblings, but this must be approved by a Head of Service.
- 3.3 When offering a tenancy to a customer who is under 18 years old, we advise them that they require a Trustee and Guarantor.
- 3.4 If an existing customer needs to move to temporary accommodation because their home is uninhabitable (whether for reasons of major repair or accidental damage such as flood, fire etc.) they will retain their original tenancy if the intention is for them to return. In this situation we will offer a license agreement on the temporary home.
- 3.5 In accordance with the Social Housing Regulator's Tenancy Standard, we will not usually offer any customer who has been a social housing tenant (either with us or another landlord) continuously since before April 2012 a tenancy with less security than they already enjoy.
- 3.6 Customers who have been moved into alternative accommodation during any redevelopment or other works will be granted a tenancy with no less security of tenure on their return to settled accommodation.

4. Tenancies

PCH uses a variety of tenancies to meet the needs of individuals, ensure the effective and efficient management of our housing stock, and to support and sustain our communities.

PCH will only grant a tenancy which it feels will be sustainable in the long term. PCH will only grant tenancies to those with the capacity to understand the legal requirements placed upon them. Where this is not possible PCH may issue a tenancy through a guarantor or other third-party arrangement.

5. Types of Tenancy

The following sections give an overview of the different social tenancies PCH will use, including their legal classifications and the intended use of each type of tenancy.

5.1 Assured Tenancy

This is an *Assured (Non Shorthold) Tenancy*

Assured Tenancies will be offered as standard unless this policy dictates that an alternative form of tenure be offered. An Assured Tenancy continues until either the tenant gives notice or PCH as the landlord obtains an order for possession to evict in line with Chapters 8 & 9 of the Housing Act 1988 so long as we have a valid legal ground as detailed in Schedule 2 of the Housing Act 1988. There are other circumstances when an Assured Tenancy might come to an end, e.g. if the tenant is not living at the property as their only or principal home.

Some existing customers who transferred from the local authority under stock transfer will have an Assured tenancy with preserved rights which give similar rights to their former secure tenancy including the Right to Buy.

5.2 Equitable Tenancies for Minors

PCH recognises that there will be circumstances where an individual aged 16 or 17 may require independent housing. Any such cases will be considered based upon the individual's need. However, under Schedule 1 (6) of the Law of Property Act 1925 a Minor (under the age of 18) cannot hold a legal interest in a property, we will therefore need the minor to appoint a guarantor and Trustee. An equitable Assured Tenancy will be held in Trust by the Trustee. The equitable tenancy is not the grant of a legal estate to the minor but is the grant of a tenancy in equity. A new legal Assured Tenancy will be granted to the minor when they reach 18 years of age.

5.3 Temporary Decant License

This is a *license* and not a form of tenancy.

A temporary license is used when it is necessary to decant a tenant from their home due to work being undertaken to their principal property. This is usually because the work is disruptive, or there are other factors which make it impractical or impermissible for the tenant to remain whilst the work is undertaken.

The tenant will maintain the tenancy of their usual home for the duration of the temporary decant license. Once the work has been completed the license will be terminated, and the tenant will be required to return to their original home.

As a Licensee, the tenant has no security of tenure on the temporary property and can be asked to leave without a court order, on reasonable notice.

5.4 Use and Occupation

This is not a form of tenancy.

Use and Occupation of a property may be established where tenancy ends, leaving in occupation an individual who has no statutory right of succession. PCH levy a charge for Use and Occupation, however this is not classed as rent.

Use and Occupation will usually cease with the individual vacating the property; by possession proceedings through the courts; by rehousing elsewhere; or by a tenancy being granted at the property in question.

Upon the death of a tenant, where a household member is left in the property without the right to succeed, we may, on occasion, tolerate occupation for a short period provided the occupier pays damages for their use and occupation of the property. This will be for a period of no more than 6 months to provide them with time to source an alternative property. During this time, we will seek use and occupation damages in full.

5.5 Succession

Only the statutory succession rights will apply to new tenancies. However, existing tenants may have a family member succession right in their tenancy agreement and will be able to exercise that right in accordance with the terms of their tenancy agreement.

Where a Succession application is received and there is no statutory or contractual right to succession, but there are exceptional circumstances, a Housing Officer can submit a full report to the Tenancy Panel for a decision on whether to offer a new tenancy to a member of the family, carer, or other occupant, if that person has been residing with the tenant and living at the property as his or her only or principal home throughout the year before the tenants' death. A tenancy offered under this clause is at our sole discretion, based on housing need that is determined through the common housing register (where applicable) and may be of this property or of another suitable property.

We have a separate procedure to ensure that we act properly and consistently when responding to a claim for succession.

5.6 Mutual Exchanges and Transfers

Where a tenant undertakes a mutual exchange, they either sign a Deed of Assignment and take over the tenancy and security of tenure of the property into which they are moving or surrender their existing tenancy and are granted an Assured Tenancy. The impact of tenure, rent and service charge will be clearly communicated, inclusive of in writing to the tenant.

Where a tenant undertakes a transfer within PCH stock, a new tenancy agreement will be signed.

5.7 Assignment

To promote stable communities, it may be appropriate to allow a person who would be entitled to succeed to a tenancy to take over the tenancy in circumstances other than the tenant's death.

Our tenancy agreements make it clear, if and when this opportunity applies. In all cases, our written approval is needed for an assignment to take place.

We have a separate procedure to ensure that we act properly and consistently when responding to an application for assignment.

5.8 Non-residential property

For properties such as garages we will issue a licence agreement to allow occupation without any security of tenure.

5.9 Exceptional circumstances

We will comply with any instructions from the county court following legal action e.g. assigning joint tenancies.

We reserve the right to issue occupancy agreements outside of the principles of this policy where there are grounds to do so. This can only be approved by two of the Heads of Service within the Homes & Communities directorate.

5.10 Additional Clauses

PCH may insert additional clauses into tenancies, or require supplementary binding contracts, to enable individuals to hold a tenancy on a property which PCH otherwise could not offer them.

An example of this may be where PCH let specially adapted homes, establishing a requirement that the tenant may be required to move to alternative suitable accommodation should the adaptations no longer be needed by a member of their household. Another example may be granting a tenancy to a known drugs user, with agreement that they will seek treatment and refrain from drug use in the property.

5.11 Appeals

If a resident believes they have not been offered the correct type, or length of occupancy agreement as outlined in this policy or where a resident wants to complain or appeal against a decision not to grant another tenancy on the expiry of a fixed term tenancy, they can appeal for the decision to be reviewed.

The appeal must be in writing (email or letter). All appeals should be made within 14 calendar days of the grant of the tenancy. Appeals will be heard by the Tenancy Panel which meets on a weekly basis and a written outcome of the appeal will be sent within 14 calendar days.

6. **Tenancy Fraud**

PCH is committed to identifying and tackling tenancy fraud and takes all instances of tenancy fraud seriously to ensure that the availability of PCH properties is maximised by preventing the misuse of housing stock.

Tenancy fraud or misuse can present itself in various forms and can occur at any stage during a tenancy lifecycle, the key areas are:

- Subletting
- Unauthorised assignment (including mutual exchange)
- Wrongly claiming succession
- Right to acquire / Right to buy fraud
- Obtaining a tenancy through false statement

We will hold and process tenants' personal information (including sensitive personal data) to assess tenancy applications, confirm a customer's Right to Rent in the UK, mitigate against tenancy fraud and assist the on-going management of any tenancy. Information will be shared with third parties such as local authority partners, other registered providers, credit reference agencies (e.g. Experian) and checks will be undertaken in partnership with them to enable us to:

- assess the suitability of housing applications
- manage tenancies
- verify identity and undertake checks to prevent or detect crime
- recover former debt.

Housing fraud is a criminal offence, and anyone found to have deliberately provided false information, or withheld information as part of an application or tenancy may be prosecuted.

PCH will tackle all instances of suspected tenancy fraud promptly and effectively to ensure that all of its housing stock is obtained legally and utilised by those with a legitimate housing need. Staff members are trained to identify and respond to incidents of suspected tenancy fraud and appropriate legal enforcement action will be taken.

PCH may at times undertake data matching and credit checking with external agencies to confirm the legal occupation of its properties. To prevent fraud, we will share relevant data with the local authority, police force and other statutory agencies as appropriate. Any use or sharing of data will be governed by our Data Protection Policy and relevant regulations.

Where there is evidence of tenancy fraud as defined in The Prevention of Social Housing Fraud Act 2013, PCH will work with other agencies including but not limited to, the Police and Local Authorities and where necessary legal action will be taken to regain possession of properties, recover any unlawful profits made by tenants and pursue prosecution in line with the Act.

Where we become aware of potential benefit fraud, for example where a customer is claiming financial support for housing costs but is believed to not be residing at the address, we will report this to the relevant authorities. Any subsequent action taken by the relevant authorities will be done at their sole discretion.

7. Equality, Diversity and Inclusion

An Equality Impact Assessment (EIA) has been completed to assess and identify what impact this policy has on particular groups of people and to ensure that the needs of different groups and communities are considered.

The EIA has a neutral impact across all groups in that this policy has a similar impact upon groups whether they belong to an equality target group or not.

PCH will apply this policy consistently and fairly and will not discriminate against anyone based on any relevant characteristics, including those set out in the Equalities Act 2010.

PCH will make this policy available in other languages and formats on request.

PCH comply with the Equality Act 2010 by having due regard to the need to:

- Eliminate discrimination, harassment and victimisation;
- Advance equality of opportunity for people who share protected characteristics and those who do not; and
- Foster good relations between different groups.

We will ensure that no resident is treated less favourably on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation. We will make reasonable adjustments to support residents with additional needs, ensure accessible information, and review our processes regularly to identify and address any inequalities arising from the implementation of this policy.

8. Key Legislation & Regulatory Compliance

- Housing Act 1985, 1988, 1996
- Localism Act 2011
- The Equality Act 2010

- Town and Country Planning Act 1990 – Section 106
- Tenancy Standard
- Rent Standard

9. Related Documents

- Tenancy Allocations Policy
- Void Terminations, Transfers and Re-let Procedure
- Decant Policy
- Mutual Exchange Policy
- Mutual Exchange Procedure
- Tenancy Management Policy
- Succession & Assignment Procedure

Document Control – Change History

Version	Effective Date	Responsible Policy Owner	Details of Review / Amendments
2	November 2026	Head of Rent, Homeownership & Lettings	Complete update of policy including name change.
1	November 2013	Head of Income Management and Housing Operations	