

Policy name:	
Tenancy Policy	
Section:	Housing
Exec responsible:	Director of Housing
Review by:	Director of Housing
Tenant review:	Yes – Resident Engagement Panel
Authority to amend:	Board
Frequency of review:	Every three years or sooner where required to meet legislative or regulatory requirements.
Last review:	March 2026
Next review:	March 2029
Responsibility for delivery:	Housing team
Strategy:	Customer & Communities Strategy
Associated risk ID:	2 - Failure to meet legal and regulatory requirements 8 - Inadequate and ineffective customer service and/or engagement
Health & safety:	Effective tenancy management can impact on the health, safety and wellbeing of residents.
Equality & diversity:	The needs of vulnerable tenants are specifically dealt with in this policy.
Associated costs and value for money:	Making best use of our homes and tackling tenancy fraud supports our value for money objectives.
Associated documents:	Lettings Policy; Rent arrears prevention and debt recovery policy; Anti-social behaviour policy; Hate Crime Policy, Neighbourhood Management Policy, Pets Policy, Vulnerability Policy.

VERSION CONTROL			
Version number:	Sections amended:	Date of update:	Approved by:
1.0	First issue. Replaces Fixed Term Tenancy Policy (April 2016), Starter Tenancy Policy (January 2017) and some content from the Lettings Policy (March 2017)	2nd October 2019	Board
1.1	Minor review to reflect changes in roles and review responsibilities.	24th March 2023	CEO
2.0	Full review taking in Renters Rights Act 2025	25 th March 2026	Pending

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1. INTRODUCTION

This policy details the type of tenancies we will offer and under what circumstances; it also sets out our approach to tenancy management, tenancy fraud and succession.

2. AIMS & OBJECTIVES

The aims of this policy are to:

- Promote sustainable communities where people want to live now and, in the future,
- Make best use of our available homes
- Prevent homelessness
- Meet the requirements set out by our regulator and in legislation.

To achieve this, we will:

- Be clear about the type of tenancies we offer and in what circumstances
- Offer as great a security of tenure as possible, whilst making best use of our homes
- Take into account the wellbeing, needs and vulnerabilities of individual households
- Work with tenants and external partners to sustain tenancies and prevent unnecessary evictions where possible
- Work to prevent and tackle tenancy fraud within our homes
- Work with our local authority partners in delivery of their strategic objectives

3. LEGAL & REGULATORY FRAMEWORK

This policy has regard to the tenancy strategies of the local authorities within which we work, and we will work alongside them in delivering our shared aims. The majority of our homes are in Exeter and the current [Exeter City Council Strategy \(2023-2027\)](#) continues to support the use of fixed term and probationary tenancies where legislation permits their use, although this will change when the Renters Right Act 2025 comes into effect.

In offering, managing and ending tenancies, we will comply with the Housing Act 1988, Housing Act 1996, Localism Act 2011, Homeless Reduction Act 2018 and the Renters Right Act 2025

The Tenancy Standard (last updated April 2024) sets out our regulatory obligations and requires us to publish clear and accessible policies which outline our approach to

tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud. We are expecting an update to the Tenancy Standard in 2026/27 to reflect the implementation of the Renters Right Act 2025 for social housing.

This policy should be read alongside the following policies: Lettings Policy; Rent arrears prevention and debt recovery policy; Anti-social behaviour policy; Hate Crime Policy, Neighbourhood Management Policy, Pets Policy.

4. TENANCIES WE OFFER

This section sets out the types of tenancies we use, their length and security and the circumstances in which we will use particular types of tenancy.

If a prospective tenant would like to complain about the type of tenancy offered or the length of it they can request a review (see Right of Review).

4.1 Starter Tenancy

This is a periodic assured shorthold tenancy agreement which runs for an initial 12-month probationary period. Providing the tenant manages their starter tenancy well, it will automatically convert to an assured tenancy at the end of the 12-month period. If there have been problems with the conduct of the tenancy, we may extend the starter period for an extra 6 months or end the tenancy (See Managing Starter Tenancies).

All new tenants will be offered a Starter Tenancy unless they were social housing tenants before 1st April 2012 and have remained social housing tenants since.

Starter tenancies can be ended by service of a Section 21 Notice Requiring Possession. If the notice has been served correctly and we have provided the documents to the tenant prescribed by legislation, we will have a mandatory right to possession.

As soon as the Renters Right Act 2025 is enacted for Social Housing we will withdraw the use of starter tenancies and follow guidelines provided in the most up to date Tenancy Standard issued by the Regulator of Social Housing.

4.2 Assured Tenancy

Also known as a 'lifetime' tenancy, this is a periodic assured tenancy that runs from month to month with no end date. We can only end this tenancy with a court order, and we will only explore this if the tenant is in breach of their agreement. A notice to quit may be issued by the tenant giving us one months' notice to end their tenancy.

We will offer Assured Tenancies to existing tenants who transfer to a new permanent home and to new tenants. Assured tenancies will be preceded by a starter tenancy, where applicable.

4.3 Fixed Term Tenancy

A fixed term tenancy is an assured shorthold tenancy agreement offered for a specified period of time. Previously we issued five year fixed term tenancies to tenants living in significantly adapted homes and four-bedroom homes to ensure that these high demand and short supply homes are made available for re-letting when they are no longer needed.

Fixed term tenancies are now only used for our Rentplus homes. Please refer to the separate Rentplus Tenancy Policy which outlines the length of these tenancies, how they are reviewed and renewed.

We will stop using fixed term tenancies for our Rentplus homes when the Renters Right Act 2025 is enacted for Social Housing.

All existing non-Rentplus fixed term tenancies will be converted to assured tenancies.

4.4 Periodic assured shorthold tenancy

This tenancy runs from month to month with no end date and can be ended by service of a Section 21 Notice Requiring Possession. If the notice has been served correctly and we have provided the documents to a tenant prescribed by legislation, we will have a mandatory right to possession.

We issue assured shorthold tenancies for specific schemes, such as Mount Dinham, where our lease with the Mount Dinham Trust requires it and for other exceptional circumstances, for example where a property is due for disposal. When the Renters Rights Act 2025 is enacted for Social Housing, all existing assured shorthold tenancies will convert to assured tenancies. The Act brings in a new ground for ending a tenancy where a head lease comes to an end and a new ground for use when a property needs to be made vacant for redevelopment.

4.5 Contractual decant license

These are used when we temporarily house people away from their main home, normally due to major refurbishment works taking place. In these circumstances tenants will return to their main permanent home with no loss of security of tenure.

4.6 Secure Tenancy

All Cornerstone tenancies created prior to 1989 are secure tenancies. Secure tenancies are no longer offered to new tenants, existing secure tenants who choose to move to another of our homes will be offered an Assured Tenancy with similar security.

5. TENANCY MANAGEMENT

The following statements set out our approach to tenancy management, and this is reflected in our associated policies.

- We aim to prevent homelessness, so eviction is seen as a last resort and is used only when all other reasonable options have been explored.
- We will take action against tenants which is proportionate and takes account of the impact on other tenants, the community and our housing management functions.
- We will consider the individual needs and vulnerabilities of tenants and take a holistic approach to resolving issues.

We will do the following to support tenants to sustain their tenancy and prevent unnecessary evictions:

- Assess their ability to sustain a tenancy at the point of offer, taking account of any vulnerabilities, and signpost and refer to support services where this could make tenancy sustainment more likely.
- Provide clear information about their rights and responsibilities as a tenant from the beginning of their tenancy in a format which meets their communication needs.
- Promote financial inclusion and provide debt, benefit and money advice to tenants where we have authority from the tenant to give such support.
- Work in partnership with the Police, Department for Work and Pensions (DWP), Local Authorities, Social Services, Safeguarding Teams and other relevant agencies.
- Refer tenants to the local authority when they are at risk of homelessness to ensure there is a multi-agency approach to prevention (subject to consent where needed).
- Train our staff in areas that allows us to work positively to problem solve with tenants, for example mental health awareness, hoarding awareness, safeguarding, domestic abuse.
- Promote digital inclusion so that tenants can engage with the DWP for Universal Credit and other appropriate agencies.

6. STARTER TENANCIES

6.1 Advice to tenants

A copy of the starter tenancy agreement will be provided to the proposed tenant before they sign up. Applicants will be made aware of this policy and the starter tenancy review process.

They will be advised that during the starter tenancy they will not have the right to:

- acquire their home*
- take in lodgers
- make alterations to their home
- mutually exchange or 'swap' into another home

*Tenants may never have the right to buy or acquire their home; this will depend on certain criteria being met.

We will answer any queries that the new tenant may have in relation to the tenancy prior to them signing it.

Sufficient time will be given for the proposed tenant to seek independent advice from Citizen's Advice, independent solicitor or Local Authority Housing Department. Proposed tenants are advised to seek such advice.

6.2 Starter tenancy review

The tenancy will be kept under review and tenants will be notified throughout the tenancy if there are concerns about breaches of the agreement and what they need to do to remedy them. They will be reminded that they have a starter tenancy and the implications if they continue to breach it.

Approximately nine months from the start of the tenancy, an inspection of the property and a review of the tenancy will be carried out. This review will consider the following:

- condition of the property
- rent account and payment record
- reports of anti-social behaviour or nuisance
- any other breaches of the tenancy agreement

Breaches of the tenancy will be investigated in accordance with our normal policies and procedures, for example our anti-social behaviour policy.

A positive review will result in the tenancy converting to an Assured tenancy at the 12 month point, a negative review can result in a starter tenancy being extended or ended.

6.3 Extending or ending starter tenancies

The initial 12 month term can be extended for a further six months by serving a notice to that effect on the tenant. An extension beyond twelve months will only occur if the tenant has been served with a Notice Requiring Possession or enquiries are ongoing about possible breaches of the tenancy. Where a starter tenancy has been extended by an additional six months a further review, in line with the initial review, will take place, usually after fifteen months. No further extensions will be given after eighteen months.

If there is a serious or persistent breach of the tenancy agreement or multiple minor breaches, then termination of the tenancy will be considered.

We will write to the tenant explaining the outcome of their review and the reasons for us extending or ending their tenancy. We will explain that tenants have a right to request a review of our decision to extend or end their tenancy and that they should provide us with details of their personal circumstances which they wish to be considered. They will also be advised to seek independent legal and housing advice.

All extensions and terminations of starter tenancies will be approved by the Housing & Customer Engagement Manager following a review with the Housing Officer. Any request for a review by the tenant will be considered by the Director of Housing as per paragraph 8 below.

7. FIXED TERM TENANCIES (RENTPLUS ONLY)

7.1 Advice to tenants

A copy of the fixed term tenancy agreement will be provided to the proposed tenant before they sign up. Applicants will be made aware of this policy and the fixed term tenancy review process in the Rentplus Tenancy Policy

At the tenancy sign up we will answer any queries that the new tenant may have in relation to the tenancy prior to them signing.

Sufficient time will be given for the proposed tenant to seek independent advice from the Citizen's Advice, independent solicitor or Local Authority Housing Department. Proposed tenants are advised to seek such advice.

7.2 Fixed term tenancy review

Approximately twelve months from the end of the fixed term tenancy a review will be conducted in accordance with the Rentplus Tenancy Policy.

7.3 Ending fixed term tenancies

We may end fixed term tenancies in accordance with the Rentplus Tenancy Policy, which includes grounds such as properties reaching their sale date, rent arrears, anti-social behaviour, and the condition of the property.

7.4 Non-renewal of fixed term tenancies

Non-renewal of fixed term tenancies will follow the process set out in the Rentplus Tenancy Policy.

We will provide reasonable advice and assistance to tenants when we decide not to renew a tenancy, this may include the following:

- Giving advice about housing options.
- A referral to the local authority for further advice and support.
- Support to access the choice based lettings scheme.
- Providing tenancy references.

8. RIGHT OF REVIEW

Applicants and tenants will have the right to request a review of the following:

- Refusal for housing
- Type of tenancy offered
- Length of a fixed term tenancy for Rentplus
- Extending a starter tenancy
- Ending a starter tenancy
- Non-renewal of a fixed term tenancy for Rentplus
- Other uses of mandatory possession grounds, such as ground 7A

Review requests should be made in writing to Cornerstone within 21 days of them being notified of the decision (being five days from the date the letter is sent).

Requests for a review should include:

- why the applicant or tenant would like the decision to be reviewed

- any personal circumstances that the tenant wishes us to consider
- additional supporting information, where applicable.

Applicants and tenants will be signposted for support in writing a request for a review where required and particular attention will be given to tenants who have known difficulties with literacy or communication and any other vulnerabilities.

Reviews will be dealt with by the Director of Housing unless they have been involved in the original decision, in which case another director will complete the review. Reviews will normally be completed within 21 days. During this time there may be a meeting or hearing with the applicant to hear from them directly and to give the tenant an opportunity to get their views across. They will be permitted to have representation with them or someone to represent them at a hearing, or to provide written representation if required. The Director of Housing may consult with the Board during the appeals process. The tenant will receive a written response to their appeal within 28 days of their original request or within ten days of any hearing.

9. TENANCY FRAUD

We define tenancy fraud as:

- Subletting – where part or whole of the property is sublet.
- Misrepresentation – where a person omits a fact or tells a lie in order to be granted a tenancy
- Key Selling – where a tenant never moves in but sells their keys to another party.
- Joint Tenancy Fraud – where a sole tenant adds their partner to create a joint tenancy and the original tenant moves out which means the remaining tenant (who wouldn't be regarded as having a social housing need) remains in the property.
- Succession Fraud – where a tenant dies and a person claims the right to succeed by saying they have lived there for the required period when they haven't.
- Abandonment – where a tenant moves out and leaves the property empty without telling us.
- Right to Acquire/Buy / Shared Ownership Fraud - where eligibility criteria are misrepresented.

Some tenancy fraud is also a criminal offence under the Prevention of Social Housing Fraud Act 2013 and the Fraud Act 2006.

We will take the following steps to deter, prevent and tackle tenancy fraud in our homes:

- Complete detailed verification and ID checks prior to making tenancy offers
- Photograph tenants at tenancy sign up
- Complete targeted tenancy audits where fraud is suspected

- Investigate alleged tenancy fraud thoroughly involving key partners and stakeholders
- Use tenancy agreements to take reasonable and proportionate action against tenants where tenancy fraud is proven
- Support other agencies in prosecuting cases against tenants
- Seek Unlawful Profit Orders under the Prevention of Social Housing Fraud Act 2013, where appropriate.
- Publicise successful cases in partnership with other agencies to act as a deterrent.

10. SUCCESSION

On the death of a sole tenant who is not a successor, the tenancy will pass to the Tenant's partner (whether or not married to the tenant, and including a same sex partner) under the provisions of the Housing Act 1988 (as amended) provided that he or she occupies the premises as his or her only or principal home at the time of the Tenant's death.

A successor is:

- A partner in whom the Tenancy was vested under the clause in the tenancy; or
- A person by whom the Tenancy was inherited; or
- A person that would have been entitled to succeed had the previous tenant died and to whom the Tenancy was assigned; or
- A Tenant by survivorship when one of two or more joint Tenants has died.

As a general rule no other person may succeed to the tenancy unless it is set out as an express term of the tenancy agreement or we choose to permit it at our discretion.

We may use our discretion to allow an additional succession or to allow another person to succeed where the applicant for succession is assessed as vulnerable and, in discussion with the local authority, the succession would prevent homelessness, harm or distress to the applicant or a member of their household.

If a succession leads to under occupation or occupation of an adapted property (and the person does not need that type of property) the person succeeding may be required to move to a property which better suits their housing needs.

If discretion has been used but the property is not deemed suitable for the applicant, we will provide reasonable time and assistance for them to be re-housed, this need not necessarily be in another one of our homes.

11. VULNERABLE TENANTS

The definition of a vulnerable person we use is:

“A person with a vulnerability is an individual who due to a particular characteristic or exceptional life event may need additional support to manage their home, access services and/or to protect themselves from harm or exploitation. We recognise vulnerability can be temporary or permanent.”

To ensure that these tenants and their households are not disproportionately affected in a negative way by this policy we will:

- make reasonable and proportionate service adjustments to prevent them from being disadvantaged.
- communicate with them in an appropriate way.
- provide information in alternative formats where needed.
- liaise with family and friends or other advocates where permission is in place for us to do so
- carry out proportionality assessments where action is taken by us which is because of behaviour that could be linked to a vulnerability.
- provide or refer for support where we have permission from the tenant to do so.
- liaise with other relevant agencies, where we have permission from the tenant to do so, unless the risk outweighs the need for consent under the General Data Protection Regulation 2018.
- follow our safeguarding policies.

Further information about how we work with our vulnerable tenants can be found in our Vulnerability Policy.

12. MONITORING AND REVIEW

Compliance with this policy will be monitored by the Director of Housing. It will be reviewed every three years or sooner where this is a change in legislation or regulation.