Ashford Borough Council Tenancy Policy 2026-2029

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1. Introduction

1.1. Ashford Borough Council ("the Council") is a local authority registered provider of social housing. This policy sets out our approach to tenancy management for the socially rented homes we own and manage and the type of tenancies we grant. It ensures that we meet the regulatory requirements under the Regulator of Social Housing Consumer Standards.

2. Scope

2.1. This policy applies to socially rented homes that are owned and managed by the Council. These include general needs homes (houses and flats) Independent Living Schemes and move-on accommodation.

2.2. This policy does not apply to or cover the following:

- The allocation of social housing through the Housing Register – please refer to the Housing Allocation Scheme (date)
- Homelessness duties and the use of private rented sector accommodation
- Leasehold or shared ownership accommodation owned by the Council
- Operational procedures for tenancy or estate management, there are internal procedures used by staff and the Tenant Handbook for tenants
- Homes owned by other social housing providers operating within the borough
- Temporary or emergency accommodation owned by the Council
- Gypsy and Traveller sites owned by the Council

3. Relationship with Existing Policies

3.1 This policy should be read in conjunction with the Council's Tenancy Strategy and other housing policies and procedures. This policy forms part of a suite of housing strategies and policies that sets out how the Council manages its social housing. All current strategy and policy documents can be found on our website: A complete list of housing policies including existing council tenants.

Key housing policies this policy works alongside are:

- Allocation Scheme
- Antisocial Behaviour Policy
- Decant Policy
- Management Move Policy
- Mutual Exchange Policy
- Rent and Service Charge Setting Policy
- Rightsizing Policy

4. Legislative Framework

4.1. This policy complies with the legislative and regulatory framework governing social housing in England and includes but is not limited to the following:

- The Housing Act 1985, 1988, 1996 (as amended)
- The Regulator of Social Housing Consumer Standards 2024: Tenancy Standard
- Localism Act 2011
- Prevention of Social Housing Fraud Act 2013
- Equality Act 2010
- Social Housing Regulation Act 2023
- Secure Tenancies (Victims of Domestic Abuse) Act 2018
- Homelessness Reduction Act 2018
- Protection from Eviction Act 1977
- HMCTS Pre-Action Protocol for Possession Claims by Social Landlords (Part VII of the Family Law Act 1996)

5. Types of Tenancy that will be granted

Introductory Tenancy

5.1. We will grant all new Council tenants an Introductory Tenancy for a period of 12 months. All Introductory tenants will receive a tenancy agreement setting out the requirements and expectations over this period and for when they are then granted a Secure tenancy. The purpose of the Introductory Tenancy is to act as a trial period to demonstrate that the tenant can sustain their tenancy successfully.

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5.2. We may extend an Introductory Tenancy by up to six months where there are concerns about tenancy conduct and a breach of the tenancy conditions, this is confirmed with the service of a Notice to Extend. The Introductory Tenancy maybe ended early where there is clear evidence of a breach of the tenancy agreement, this is confirmed with the service of a Notice to Terminate. Reasons for extending or terminating the Introductory Tenancy will be provided in the Notice served.

5.3. The tenant has a right to request a review where a notice is served against their Introductory Tenancy and details of how to do this are set out within the Notice to Extend. The request to review a Notice to Extend an introductory tenancy must be made by the tenant within two weeks of the Notice being served, and this is made in writing to a Senior Manager within the Neighbourhood Housing Team. The manager will conduct a review of the case, decide the outcome and this will be confirmed in writing to the tenant, again within two weeks from the request for a review being made.

5.4. As well as being used to assess the suitability of granting a Secure Tenancy an Introductory Tenancy also has fewer legal rights. For example, you cannot:

- Make any major improvements to the property
- Mutual exchange with another tenant, council or housing association
- Apply to buy your property through the Right to Buy Scheme

5.5. Subject to there being no breach of the Introductory Tenancy agreement all new tenancies will convert automatically to a Secure tenancy at the end of the introductory period. The tenancy agreement and conditions are included as part of the tenancy agreement document shared at the start of a new tenancy with the Council.

5.6. Tenants who transfer from another social housing landlord into our stock and hold a secure or assured tenancy will not be granted an introductory tenancy, as this would be less security than their current tenancy provides them with.

5.7. Flexible Fixed Term Tenancy

5.8. We do not grant a Flexible Tenancy following an Introductory Tenancy for any of our general needs' homes or Independent Living Schemes. A Fixed Term Flexible Tenancy is granted following an Introductory Tenancy for designated move-on accommodation, Fortis House in Ashford, the Fixed Term Flexible Tenancy is for 2 years.

5.9. Tenants moving directly from another social landlord will be offered a tenancy that is no less secure than the one they are leaving.

5.10. Secure Tenancy (lifetime)

5.11. Secure Tenancies will be granted to those tenants that have successfully completed an introductory tenancy, tenants moving from another social landlord who hold an assured tenancy, and tenants moving from another Council who hold a secure tenancy.

5.12. A secure tenancy does not have an end date. Secure tenants can live in their home permanently unless the terms of the tenancy agreement are breached, offering long term stability for households.

5.13. Secure tenants have the following rights:

- Right to repair
- Right to improve their property and be compensated
- Right to assign
- Right to succeed
- Right to buy
- Right to sublet or take in a lodger
- Right to exchange
- Right to information
- Right to be consulted
- Right to manage (to set up a Tenant Management Organisation)

5.14. We will only end a Secure Tenancy if the tenant breaches their tenancy agreement, and we will go through the court to secure an eviction. If a tenancy has to be ended for any other reason, for example if the property needs to be demolished, we will offer the tenant an alternative property with the same security of tenure.

5.15. Demoted Tenancy

5.16. We can apply or be granted by the Court via court order to demote a lifetime tenancy where the tenant, or someone living with or visiting the tenant has engaged or threatened to engage in anti-social behaviour or tenancy breaches have occurred. This action will only be taken when the Council considers it appropriate, reasonable and there is supporting evidence available.

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5.17. A Demoted Tenancy will last for 12 months, unless an extended period of time is granted by the Court, will reduce the security of the tenancy, and enable the Council to instigate prompt enforcement action for any further breach of the tenancy. The Demoted Tenancy will convert to a Secure Tenancy after the demotion period when there has been no further action taken by the Council.

5.18. Sole and Joint Tenancies

5.19. A sole or joint tenancy can be granted under the Housing Act 1985. When a joint housing application is made the applicants will be offered a joint tenancy. The Council will grant joint tenancies on request by any two persons living together as partners, regardless of gender or marital status. We do not grant joint tenancies between other relatives, for example parent and child or friends, however, we may consider such a request in exceptional circumstances and with supporting evidence in place setting out why it is appropriate and necessary to grant a joint tenancy.

5.20. All requests for a sole tenancy to become a joint tenancy should be made in writing to the Council. The application will need to be supported by evidence that the proposed joint tenant has been living at the property for a minimum of 12 months. We will confirm the outcome of the application in writing and if agreed undertake the signing and creation of a new joint tenancy agreement.

5.21. A request to grant a joint tenancy will be refused if the statutory or policy eligibility is not met or the property would be under-occupied or otherwise unsuitable. We will provide the reasons for our refusal in writing.

5.22. If one or both joint tenants provide notice to the Council to end the tenancy it will end for both joint tenants. Should one joint tenant provide their notice to vacate the property to the Council, with one joint tenant remaining at the property, in some circumstances it may be possible to assign or grant a sole tenancy to that remaining joint tenant. In this circumstance the Neighbourhood Housing Management Team would need to confirm the situation in respect of occupation and determine the appropriate tenancy position. It may be necessary to notify or refer the remaining joint tenant to the Housing Allocations and Options Teams for further advice.

5.23. In certain circumstances we will reserve the right to seek possession of the property, even where the remaining joint tenant may wish to remain in the home, for example, if the home is no longer suitable for their needs and they have refused a reasonable offer of suitable alternative accommodation.

5.23 Where a domestic abuse victim remains in the home and the perpetrator has fled the home having committed a serious criminal offence, and an assignment of the tenancy is not possible, we will consider inviting the remaining joint tenant to give notice to end the tenancy and then grant them a new tenancy where this complies with our Allocation Scheme and Domestic Abuse Policy. When we grant a new tenancy to the victim, either for the original home or another property, the type of tenancy offered will be in accordance with this policy and with the same security of tenure.

5.24 We will change a joint tenancy to a sole tenancy if instructed to do so as a result of legal proceedings and Court Order. All changes to a tenancy will be confirmed writing to both parties.

6. Succession, Assignment and Mutual Exchange

6.1. Statutory Succession

6.2. Succession is the transfer of a tenancy following the death of a sole or joint tenant. We will ensure that succession rights are determined in accordance with legislation and in line with the deceased tenant's tenancy agreement.

6.3. There can legally only be one succession per tenancy. All applications for succession will be dealt with promptly and sensitively.

6.4. For tenancies that started **on or after 1 April 2012**, family members no longer have a statutory right of succession. The statutory right of succession has been limited to the joint tenant, the husband, wife, civil partner[1] or cohabiting partner of the tenant if they occupied the property as their only or principal home at the time of the tenant's death.

6.5. A successor will inherit the tenancy of the deceased tenant. If the property is not the appropriate size or has been substantially adapted and these are not required by the statutory successor, we will require the statutory successor to move to an alternative property which will meet their housing need. The Neighbourhood

[1] A person that was living with the tenant as their husband or wife will be treated as their spouse and a person who was living with the tenant as if they were civil partners will be treated as the tenant's civil partner.

Services Team will support the occupant to move by offering advice on the moving process through the choice-based lettings scheme.

6.6. Discretionary Succession

6.7. For secure and introductory tenancies that started **before 1 April 2012**, the law allows for one statutory succession to either:

- the joint tenant, or
- the deceased tenant's spouse, civil partner[2] or co-habitee providing they were residing with the deceased tenant at the time of their death as their main home, or
- a member of the deceased tenant's family[3] who had been residing with the deceased tenant for 12 months prior to the tenant's death as their main home

6.8. For these tenancies statutory succession rights remain unchanged, with family members being able to succeed.

6.9. The statutory right to succession only applies where the deceased tenant was not themselves a successor. A tenant who became a sole tenant from a joint tenancy is deemed to be a successor[4].

6.10. In certain circumstances if the tenant dies and there has already been one statutory succession at the property, or there are no eligible successors under the Statutory Succession legislation, we may offer a discretionary succession.

6.11. We will grant discretionary succession to family members[5] who are considered to be likely to be in 'priority need'[6] should they become homeless; who had been resident

[2] A person that was living with the tenant as their husband or wife will be treated as their spouse and a person who was living with the tenant as if they were civil partners will be treated as the tenant's civil partner.

[3] Family members are defined as: spouses, civil partners, parents, grandparents, children, grandchildren, siblings, uncles, aunts, nephews and nieces.

[4] This may be because one joint tenant died or because a joint tenant assigned the tenancy.

[5] Family members are defined by Section 113 Housing Act 1985 as spouses, parents, grandparents, siblings, uncles, aunts, nephews and nieces; including step-relations, half-relations and illegitimate children and persons living together as husband and wife.

[6] The 1996 Housing Act defined a household in 'priority need', a pregnant woman, dependent children, someone vulnerable as a result of old age, mental illness or handicap or physical disability or other special reason, someone homeless or threatened with homelessness as a result of an emergency such as flood, fire or other disaster. This was expanded by the 2002 Homelessness (Priority Need for Accommodation) (England) Order to include those: aged 16 and 17 years old, aged under 21 years old who were in local

with the deceased tenant for at least 12 months prior to the death. There is no automatic right to a discretionary succession. Each application will be individually assessed to determine whether they would be likely to be 'priority need' and meet the discretionary succession policy criteria in Appendix one.

6.12. Where there is more than one applicant the persons must agree among themselves who is to take over the tenancy. If they cannot agree, we are entitled to choose the successor. If there is a spouse/civil partner, the spouse/civil partner must become the successor, they cannot opt out of this status and, for example, request that the tenancy passes to another family member, the succession to the tenancy must remain with them.

6.13. In cases where the application for the grant of a discretionary tenancy is accepted, if the property is not of the appropriate size for the household, in accordance with the Council's Allocations Scheme, or there are substantial adaptations that the discretionary successor does not need, the council will require that the discretionary successor moves to suitable accommodation for their needs. The Neighbourhood Services Team will support the tenant to move by offering advice on the moving process through the choice-based lettings scheme.

6.14. Where the discretionary succession application is declined, we will be sensitive, provide support and allow reasonable time to find alternative accommodation. This includes signposting to other agencies. In these cases, remaining occupants would normally be provided with a period of 6 months to find alternative accommodation, unless there are incidents that are caused by or linked to the occupants, for example anti-social behaviour. This information and the reason for them not being able to succeed will be provided in writing. Information will also be provided about how to request a review of the decision.

6.15. The decision whether to grant a discretionary succession of tenancy will be made following a thorough review of the situation and evidence, presented to a panel of managers from the Neighbourhood Services Team. The outcome of a decision following the panel meeting will be provided to the potential successor in writing. Applicants that are declined a discretionary succession will be advised that if they dissatisfied with the decision, they make a written request for the decision to be reviewed by a Senior Manager within the Neighbourhood Services or Housing Options Team.

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authority care between the ages of 16 and 18, aged 21 and over who are vulnerable as a result of leaving local authority care, vulnerable as a result of leaving the armed forces, vulnerable as a result of leaving prisoner, vulnerable as a result of fleeing domestic violence or the threat of domestic violence.

7. Assignment

7.1. Assignment is a legal term used when a tenant transfers their tenancy and rights to another eligible person or 'assignee'. A tenancy is assigned using a deed.

7.2. A secure tenant can only assign their tenancy in the following circumstances:

- Assignment by mutual exchange
- Assignment to a successor
- A court ordered assignment in family law proceedings

7.3. When an assignment occurs all the rights and responsibilities of the tenancy are passed from the original tenant, the assignor, to the new tenant, the assignee. The original tenant will therefore have no further rights or responsibilities in relation to the property.

7.4. The Neighbourhood Services Team will take the lead on a request or requirement for an assignment of a tenancy, implementing in accordance with this tenancy policy and relevant legislation.

8. Mutual Exchanges

8.1. A mutual exchange is the process where a Council, or Housing Association tenant can swap homes, with the permission of their landlord.

8.2. We will handle mutual exchange requests from its tenants in accordance with our Mutual Exchange Policy[7]. The policy will be applied fairly and consistently and meets the obligations set out in the Regulator of Social Housing's Tenancy Standard.

9. Transfers

9.1 Secure tenants are able to apply for a transfer to another Ashford Borough Council home or a home with another social housing landlord that advertises their homes within the Kent Homechoice scheme. Their application for a transfer will be assessed and the outcome communicated in accordance with the Allocation Scheme.

[7] mutual-exchange-policy.pdf

9.2 Under the Localism Act 2011, all tenants who signed their tenancy agreement prior to 1 April 2012 will be given a tenancy with no less security of tenure when they choose to move to another social rented home. This means that their security of tenure is protected if they transfer to another social rented home. This security of tenancy protection only applies on one occasion.

9.3 Although these tenants will retain their secure tenancy status, there will be a reduction in tenancy rights. This is because the new tenancy being granted although secure, will have reduced succession rights for family members in line with the Localism Act 2011. This does not apply where tenants choose to move to a home let on affordable rent terms.

9.4 Tenants who are successful in their application for a transfer will be subject to a pre-transfer inspection. This inspection will be undertaken by the Neighbourhood Services Team and will ensure that the property is returned in a good state of repair and decoration. The Neighbourhood Services Team will communicate to the tenant the outcome and any actions required by them ahead of a transfer taking place.

10. Management Moves

10.1 Our Housing Management Move Policy[8], sets out our approach to housing management moves for our social housing tenants. A management move is where an urgent move is agreed on the basis that a tenant is not safe to remain in their current home due to reasons such as domestic abuse, violence, harassment, intimidation, hate crime, or threats of violence likely to be carried out or for other urgent housing management reasons.

10.2 Management moves are at the discretion of Ashford Borough Council and are determined based upon an application and review by a panel of senior officers in the Housing Service. The applicant and the tenant will be advised of the outcome of the request in writing and supported through the process accordingly.

11. Rent and Service Charges

11.1 We will set and charge rent and services charges in line with our Rent and Service Charge Setting Policy.

[8] management-move-policy.pdf

12. Making best use of our homes - Rightsizing

12.1 The Rightsizing policy sets out our approach to how we can make the best use of our homes.

12.2 As a social landlord, we are responsible for delivering services that support tenants who are either overcrowded or under-occupying their homes. We operate a rightsizing scheme which supports our tenants to find the right size home to meet their needs, or to otherwise live safely and comfortably in the home they choose, should they prefer not to move.

12.3 We will use all opportunities to proactively identify households who would benefit from advice on rightsizing, and we may use tenant data that we already hold to undertake a sensitive, targeted approach. We will never pressure a tenant to leave their current home if they do not wish to do so.

12.4 The Rightsizing Policy sets out the eligibility for assistance when a tenant is seeking to downsize their home, including financial assistance and support from the Neighbourhood Services Team.

12.5 Our Rightsizing Policy also covers our approach to managing households that are overcrowded. This commitment is in recognition of the adverse impact on both tenants and their homes when there is overcrowding. The policy confirms the banding via the Allocations Scheme for overcrowding scenarios, and the support that can be provided to tenants who do not want to move or due to a lack of available family sized homes may have a longer wait in their current home.

13. Tenancy Sustainment, Vulnerable Households and Preventing Unnecessary Evictions

13.1 We aim to support all tenants to successfully maintain their tenancy, this includes a commitment to work closely with services provided by other Council services such as Welfare Intervention and the Job Club, as well as with statutory and third sector organisations. The Neighbourhood Services and the Independent Living Teams will make appropriate referrals where we feel a tenant could benefit from additional support.

13.2 We are committed to supporting tenancy sustainment and vulnerable households through referrals or applications to funding from Central Government, for example the Crisis and Resilience Fund.

13.3 Tenants will be supported and signposted to receive timely intervention in respect of benefit, money and debt advice, along with information and signposting in respect of employment and training opportunities, for example through the Ashford Borough Council Job Club. Our Welfare Intervention Offices also provide help to tenants with any housing or benefit related issues. They can refer tenants to specialist organisations who can help with specific finance queries or help returning to work. Further information about their role and the support they offer is available on our website[9].

13.4 All tenants are provided with information about what is expected of them throughout their tenancy, all new tenants are contacted for a post tenancy visit or call within six weeks of their tenancy starting. This is to ensure that rent payments are in place, benefits are applied for and any additional tenancy support is identified and actioned.

13.5 We are committed to using all contact opportunities with our tenants to update and record any information about a change in their situation which may have resulted in a vulnerability being identified, or that there has been a change to an existing vulnerability. Information collected will be recorded within the tenancy record and used to adapt our service delivery as appropriate.

13.6 In line with our Safeguarding Policy[10] all front-line staff and our contractors receive training in respect of how to report safeguarding concerns about a tenant or their household.

14.6 Where appropriate we will make referrals to the Ashford Vulnerability Panel and the Ashford Partnership Problem Solving Panel, both of which are multi agency and is a pathway for professions to support and agree actions for vulnerable tenants.

14.7 We will adhere the rent arrears pre action protocol, as set out in the Income and Arrears Policy[11] and will utilise the range of powers and tools in respect of anti-social behaviour, in accordance with our Antisocial Behaviour Policy.[12] The Council

[9] Information about our Welfare Reform Intervention Officers and how they can help you.
[10] Ashford Borough Council Safeguarding Policy 23-24
[11] A complete list of housing policies including existing council tenants.
[12] antisocial-behaviour-policy.pdf

commits to clear communication and signposting throughout any possession proceeding, advising of the seriousness of the situation and their legal rights.

14.8 We operate an Eviction Panel, which meets on a regular basis to review any applications for possession of a tenancy, regardless of the reason for the breach of tenancy condition. This panel has representation from Housing Options and the Neighbourhood Housing Service Team and the final decision regarding possession is agreed by a Service Lead.

14.9 Seeking possession of a tenancy due to a breach of the tenancy agreement is always a last resort for the Council and we will seek to minimise the number of evictions that are carried out.

14.10 When there is a risk of homelessness due to the commencement of possession proceedings, we will refer the tenant to the Housing Options Team to seek advice and support, and we will make an internal referral to this team to notify them of the situation and potential risk of homelessness.

15 Preventing tenancy fraud

15.1 Social housing is a scarce resource, and we are committed to taking a proactive approach to prevent and detect tenancy fraud. Tenancy fraud includes but is not limited to unlawful subletting, abandonment, obtaining a tenancy by deception through falsified applications, not using the property as the principal home, benefit fraud and wrongly claiming succession.

15.2. We will carry out tenancy audits to verify household details to confirm that the right people are occupying our properties and our staff will receive training in the detection and prevention of tenancy fraud. Information collected via the tenancy audit will be used to update and verify information on our housing system.

15.3 We will make referrals to and support the Fraud and Investigation Team within Ashford Borough Council, utilising their expertise and the legislative framework to tackle tenancy fraud. This action may include civil or criminal action, possession proceedings and prosecution.

15.4 Our Allocations Scheme commits to all applications to the housing register being verified to ensure that allocation of our social housing is only made to those in legitimate need. The Neighbourhood Services Team are then responsible for

maintaining the integrity of the occupation of our homes across the lifetime of tenancies, and are committed to identify, investigate and respond to suspected tenancy fraud.

15.5 We are committed to supporting local tenancy fraud campaigns, publicising successes and reporting savings.

16 Household Changes

16.1 We expect our tenants to notify us if there is a change in household composition, including when a family member moves in or leaves the property. This will ensure that our records are up to date and that we are able to determine that a change does not result in an over occupation. When disclosing the change in situation, the Neighbourhood Services Team will provide support to determine the appropriate next steps to meet any new housing need.

16.2 We will consider with a fair and proportionate approach requests from tenants about who has permission to live in their home, including seeking permission for adding long-term household members. All requests will be considered on a case-by-case basis, considering the tenancy agreement, property type and size, safeguarding or welfare, and whether it is an effective use of our social homes.

16.3 All requests for changes to a household will be confirmed in writing, setting out the rationale for the decision. If a tenant is not satisfied with the outcome of the request, this can be addressed through the Housing Complaints process.

17 Abandonment

17.1 We expect a tenant to occupy their home as their only principal home, as set out in the tenancy agreement. If we suspect that a tenant has permanently left their home but not formally ended the tenancy agreement by way of signing a Notice to Vacate and returning keys, we may treat the property as abandoned.

17.2 In a situation where a property has been abandoned, we will risk assess whether it is reasonable to recover possession of the property without serving a Notice to Quit, where it is lawful to do so.

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17.3 In a situation where goods remain in a property that is suspected as abandoned, we will serve a Notice to Quit and follow the relevant legislation to recover possession, including the service of a TORTS notice[13].

18 Complaints

18.1 If a tenant is not satisfied with the way we have applied this policy to them, they can refer to and follow the Housing Service Complaints Policy.

18.2 The Housing Ombudsman Service can be contacted if further advice and support is needed on making a complaint to us. Their contact details are as follows:

- Website at: www.housing-ombudsman.org.uk
- Telephone: 0300 111 3000
- Email: info@housing-ombudsman.org.uk
- Write to them at Housing Ombudsman Service, PO Box 152, Liverpool L33 7WQ

19 Data Protection

19.1 The Data Protection Act 2018 and the UK GDPR regulate the processing of information relating to individuals, which includes the obtaining, holding, using or disclosing of such information.

19.2 We need to collect and use certain types of information about our service users in order to carry out our everyday business and to fulfil our objectives and statutory functions. This is set out in the tenancy agreement.

19.3 We operate a Privacy Policy and this explains how we as a data controller collect, use and protect your personal data.

19.4 We are signed up to the Kent and Medway Information Sharing Agreement and will abide by the conditions set out in this document that applies to all Ashford Borough Council directorates.

19.5 We will treat all information received with the strictest of confidence wherever possible. Information may however be shared with other agencies for lawful purposes such as the purpose of preventing domestic abuse, anti-social behaviour, crime or if there is a safeguarding concern.

[13] A "Torts Notice" is a written notice served under Section 12 and Schedule 1 of the Torts (Interference with Goods) Act 1977, telling a former tenant to collect their belongings and warning that uncollected goods may be sold or disposed of after a stated deadline

20 Equalities Impact Assessment

20.1. We are committed to welcoming and valuing diversity, promoting equality of opportunity and tackling unlawful discrimination in accordance with the Equality Act 2010. We, in delivering this strategy, will have regard to the Public Sector Equality Duty and ensure that no individual is discriminated against based on their sex, sexual orientation, marital status, pregnancy and maternity, gender reassignment, race, religion, belief, disability or age.

20.2. The Public Sector Equality Duty is a duty on us and that responsibility cannot be delegated to a contractor/service provider and is a continuing duty.

20.3. An Equality Impact Assessment has been completed for the proposed Tenancy Policy. The assessment confirms that due regard has been given to the Council's duties under the Equality Act 2010, including the need to eliminate discrimination, advance equality of opportunity and foster good relations. The policy is considered to have no identified negative equality impacts and is expected to have positive impacts for a range of protected characteristic groups, particularly older tenants, children, people with disabilities and women, by providing a clear, consistent and transparent approach to tenancy management. Monitoring will be undertaken through auditing and compliance checks to ensure the policy continues to meet its aims and supports fair and consistent outcomes for tenants.

21 Review

21.1. This tenancy policy will be reviewed every three years, or sooner, in the event of major legislative or operational changes, and following any update to the Council's Tenancy Strategy.

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