

TENANCY POLICY

Customer Service: English Regions

Contents

1. Purpose	1
2. Scope	1
3. Principles.....	1
4. Further Information & Support	6
5. Roles and Responsibilities.....	7
6. Risks.....	8
7. Appeals & Complaints	8
8. Equality, Diversity, and Inclusion	8

1. Purpose

- 1.1. This policy details the types of tenancies, including fixed term or flexible agreements that Riverside will provide and the circumstances in which they will be used. In addition, the policy outlines Riverside's approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud.
- 1.2. The policy will meet the requirements of the Regulator of Social Housing's Tenancy Standard and relevant legal standards for England.

2. Scope

- 2.1. This policy will only apply in England as Scottish regulation prescribes the precise form of agreement to be used in most instances.
- 2.2. This policy does not apply to our London Region (formerly One Housing) where a different policy is in use pending full integration once the Renters Reform Bill is passed (expected late 2025).

3. Principles

- 3.1. We will:
 - Treat all customers with fairness and respect.
 - We will take action to deliver fair and equitable outcomes, using data to understand the diverse needs of our customers and assess our service.

Policy Approval Date:	11/07/2025	Date of next review:	31/03/2028
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GENERAL - EXTERNAL

- Our communications and information will be clear, accessible, relevant and appropriate to the needs of our customers.
- We will support customers to use our service, ensuring that our service is accessible to all, including enabling our customers to be supported by an advocate or representative.
- When reviewing and updating this policy, we will engage with customers, giving them a meaningful opportunity to influence our service. We will tailor these opportunities to meet the needs of the customers wishing to participate.
- We will keep customers up to date on progress, next steps and outcomes on services that affect them.
- Our decision-making criteria will be clear and set out in the Roles and Responsibilities section below.
- We will provide customers with information about how we are performing against this policy and the actions we are taking to improve performance if required. Details of how we will do this will be set out in the associated procedure(s).
- If we fail to meet any of these principles in a material way, we will self-refer to the Regulator of Social Housing and put improvement actions in place to minimise recurrence.

3.2. Riverside will normally grant one of the following agreement types:

- Secure tenancies under the Housing Act 1985
- Assured Tenancies under the Housing Act 1988
- Protected Assured Tenancies – a form of assured tenancy for tenants who were previously secure tenants of a local authority or New Town and have preserved rights.
- Starter Tenancies - an assured shorthold tenancy agreement which converts to a full assured tenancy after a starter (probationary) period usually of 12 months (which can be extended in certain circumstances).
- “Flexible” tenancies – an assured tenancy for a fixed term which has a starter (probationary) period usually of 12 months (which can also be extended in certain circumstances)
- Assured Shorthold tenancies – fixed term and periodic tenancies which provide reduced security of tenure within a periodic or fixed term tenancy agreement
- Licence agreements and contractual tenancies with no security of tenure – granting limited rights to occupy a property in certain circumstances

3.3. **Secure tenancies** will be offered to tenants who currently have secure tenancies with us but move to other properties owned by us. These are lifetime tenancies.

3.4. **Assured tenancies** are also lifetime tenancies and will be offered to existing Riverside assured tenants who are transferring to another property owned by Riverside and new tenants who do not meet the criteria for being offered starter or flexible tenancies.

Policy Approval Date:	11/07/2025	Date of next review:	31/03/2028
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- 3.5. **Protected assured tenancies** will only be offered to existing Riverside protected assured tenants who move within their stock transfer area and in accordance with the terms of the stock transfer agreement.
- 3.6. **Starter tenancies** are a particular type of assured shorthold tenancy designed to be used as part of a co-ordinated approach to tenancy management. It is potentially a lifetime tenancy which includes a one-year starter or probationary period during which possession can be sought more easily in connection with anti-social behaviour or other severe and/or sustained tenancy breach. Starter tenancies are normally used for new tenants but may not be used in all areas depending on the approach set out in the Local Allocations Strategy. Once the tenancy has been satisfactorily conducted for 12 months (or as extended) the tenancy normally converts to a full assured tenancy which is a lifetime tenancy.
- 3.7. **Note** Secure and Assured tenants who move out of their property on a temporary basis to allow remedial or planned work to be undertaken will be given an equivalent level of security when they return to their original home. This includes tenants with protected assured and starter tenancy agreements.
- 3.8. **Flexible tenancies:** Riverside will consider the offer of these tenancies in some instances where the following criteria apply:
- It is consistent with the local allocations strategy which has been approved by the Neighbourhood Services Committee **and**
 - The use of five-year flexible tenancies has been the subject of a dialogue with the local authority and wherever possible is consistent with their published tenancy strategy **and one of the following apply:**
 - It is agreed as part of a scheme developed with a local authority or other partnership arrangements **or**
 - The nature of the housing market in an area makes it appropriate to maintain the supply of scarce housing in an area **or**
 - The property is within specialist accommodation and intended for a particular group of tenants who may not require a tenancy for life

Duration of Flexible Tenancies

- 3.9. Where a flexible tenancy is granted, we will normally offer a tenancy that will run for five years (in addition to any starter period of twelve months).

Criteria for Granting a Further Flexible Tenancy (5-Year)

- 3.10. At least six months before a five-year flexible tenancy ends, we will provide notice in writing to the tenant stating either that we, propose to grant another tenancy at the end of the period of the tenancy and under which terms, or that we do not propose to grant a further tenancy.
- 3.11. The main triggers for assessing whether a further tenancy may be offered would be income; family size; suitability of property; vulnerability; management considerations such as levels of demand. Full account of the local housing market will be taken when arriving at any decision.
- 3.12. Circumstances where we may agree to a new offer of a tenancy:
- If a tenant's financial or other circumstances mean that it is unlikely that the tenant will be able to find suitable alternative housing outside the social housing

sector or purchase their own home. For would-be purchasers our decision will take into account the likelihood that they can obtain mortgage finance including the necessary deposit.

- If the tenant is a carer for a member of the household and is unlikely to be able to access suitable alternative accommodation to meet their needs.
- If the property itself is not of a type that is in high demand.
- If we are looking to balance the economic status of residents in a given neighbourhood.

3.13. A new tenancy of the same property on similar terms should not normally be granted if:

- The tenant's financial circumstances are such that they are likely to be able to meet the housing needs of themselves and their household outside the social housing sector or by buying their own home (either outright or on shared ownership terms).
- The property is no longer suitable for the household's needs, or they do not require any specialist facilities or adaptations offered.

What Options Might We Offer to Tenants At the End of a 5-Year Flexible Tenancy?

3.14. Depending on the agreed local approach and criteria Riverside may offer the following options at the end of the period of the flexible tenancy.

- A lifetime tenancy
- A further flexible tenancy of the same period
- A further flexible tenancy for a different period (a minimum of two years)
- Options 1-3 at a different rent (social or affordable)
- Options 1-4 at a different property
- The opportunity to take the same or a different Riverside property on a shared ownership basis
- The opportunity to take up an alternative Riverside home ownership scheme
- The option to buy the property under an approved voluntary purchase scheme (if applicable)

3.15. However, our ability to offer alternatives will be determined by the availability of suitable accommodation in the preferred location.

3.16. In addition to the above all flexible tenants will be proactively contacted to be offered information advice and guidance, based on their individual circumstances, housing needs and preferences, on identifying future housing options at least three months before the expiry of the tenancy. This will include signposting to the relevant local housing authority scheme if they do not wish to remain a customer of ours.

Vulnerable Households

3.17. The following people will be exempt from the Flexible Tenancy approach:

- Supported housing residents and applicants
- Retirement Living residents and applicants

Policy Approval Date:	11/07/2025	Date of next review:	31/03/2028
-----------------------	------------	----------------------	------------



3.18. Assured Shorthold tenancies will only be used for temporary accommodation (where a licence is not appropriate because the occupier has exclusive possession), for shared accommodation, for market and intermediate rent or rent to home-buy tenancies, and in mortgage rescue cases.

License Agreements

3.19. Licence agreements will be offered when one or more of the following apply:

- we provide supported housing to assist a local authority discharge its homelessness duties
- it may be required for the management of the premises that customers move from one accommodation unit to another
- management of the premises includes intensive housing management tasks, such as regular health and safety checks of an individual's accommodation and other services precluding exclusive possession

Discretionary Succession Rights

3.20. We have a range of tenancy agreements which set out the rules for the granting of successions. In all cases these comply with the statutory requirements. Our more recent assured agreements grant succession rights in excess of the statutory minimum giving parity between assured and secure tenancies. This means that succession rights for those tenants will apply to:

- Spouses and partners
- Family members (as defined in the tenancy agreement) who have resided with the tenant for 12 months

3.21. For flexible tenants, the succession rights apply automatically to spouses and partners and would give rights to succeed to the tenancy for the remainder of the period. We will also allow successions by family members (as defined in the flexible tenancy agreement) for the remainder of the period.

Tenancy Management

3.22. We are committed to the development of positive and supportive measures to establish good working relationships with all our customers from the commencement of tenancy.

3.23. We will take reasonable steps to establish that the prospective customer is eligible for housing and has the right to reside and rent a property in the UK. Information will be retained on the tenancy file (including photographs) to confirm the identity of the applicant.

3.24. We will carry out an affordability assessment to ensure the tenancy can be sustained and to target money advice and other support services such as employment and training advice as required in order to maximise the chances of tenancy success.

3.25. We will support customers to remain in their homes and offer advice and support to enable them to fulfil the conditions of their tenancy agreements including liaison with appropriate agencies and housing options services.

3.26. We will also offer a starter tenancy to new customers moving to general needs homes. This will act as an incentive for new customers to conduct their tenancies well

Policy Approval Date:	11/07/2025	Date of next review:	31/03/2028
-----------------------	------------	----------------------	------------



and to speed up the legal process to end the tenancy in the event of severe and/or sustained breaches of tenancy conditions in the first 12 months of a new tenancy.

- 3.27. We reserve the right to undertake our own investigation, including using data matching services to verify that the tenancy is legally occupied. In addition, we will work with local authority partners to recover unlawfully sublet homes and will take swift action on discovering that a property has been unlawfully sublet. Tenancy audits may also be carried out from time to time in order to verify occupancy information.

4. Further Information & Support

- 4.1. Customers and other stakeholders can access our Policies through the Riverside website at [Our policies - Riverside](#) and [Our policies - Riverside Scotland](#). Internally, Policies are available on the Policy Management System at [Riverside Policies](#).
- 4.2. This Policy conforms to our Customer Care Policy. We aim to deliver high quality customer service across all business streams, operating areas, and subsidiaries, and within all activities whilst meeting all legal and regulatory requirements. This involves putting the customer first, respecting their rights, needs and views.
- 4.3. This Policy conforms to our Tailored Services & Reasonable Adjustments Policy. We aim to identify and support customers who, because of a protected characteristic, vulnerability or diverse need require extra support or an adjustment to access our services, in line with our organisational values of 'We Care', 'We are Inclusive' and 'We are Trusted'.
- 4.4. This Policy has been written in collaboration with our customers through our approved customer panels. Reviews will be undertaken every three years, or as required when new legislation or regulatory requirements are published, and customers will be given the opportunity to influence the way we work within the requirements set out in the relevant housing law and regulations described above, and in conjunction with our Customer Involvement and Engagement Strategy and Policy.
- 4.5. Here we share a passion and a vision to make a difference for our customers by transforming lives and revitalising neighbourhoods. To achieve our vision, we consistently look for ways of improving the way we work, and how we deliver our services so we can always put our customers first. Our Riverside Way represents who we are, what we stand for and guides how we work, treat our customers, and each other.
- 4.6. Data Protection and Privacy are at the heart of the services we offer and are the foundations of our relationships with our customers, colleagues, partners and stakeholders. Personal data is valuable, and we must always act fairly, ethically and with integrity when dealing with it. The fair and lawful handling and protection of personal data is critical to developing trust and confidence and building and sustaining long term relationships with those we provide homes to, and care for. We are dedicated to safeguarding the personal data under our care and to the continual development of a Privacy and Data Protection framework that is effective, fit for purpose and demonstrates an understanding of, and appreciation for Data Protection and the opportunities it brings. We are committed to the continuous cycle of improvement and enhancement of our compliance and governance framework.
- 4.7. We are looking into how we can make our Procedures more access to Customers and other stakeholders, in the meantime requests for information can be made

Policy Approval Date:	11/07/2025	Date of next review:	31/03/2028
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through the CSC (processed as a STAIRS request). Internally, associated Procedures are available on the Processes and Procedures Hub at Riverside Processes.

4.8. Linked Strategies, Policies and Procedures:

Strategies	Policies	Procedures/Processes
Regional Allocations Strategies	- Lettings Policy - Choice-Based Lettings Scheme - Policies for local housing authority schemes - Any Local Lettings Policies in operations	- Flexible Tenancies - Housing Under 18s - Identity, Eligibility & Immigration - Let a Property - Management Let - Move On - Right to Review - Rehousing Employees, Board Members & Close Connections - Suspensions - Voids End to End

5. Roles and Responsibilities

Directors (Homes & Communities, C&S Operations, Home Ownership)	Responsible for the day to day operational management of the relevant service area, supported by Heads of Service
Heads of Service (Housing Management Services, C&S Operations, Home Ownership)	Responsible for the delivery of the content of the policy, ensuring properties are let in line with regulatory requirements and that any training for operational colleagues is designed and delivered
Housing Services, Home Ownership Team and C&S Operational Colleagues	- Responsible for reviews of tenancies including starter tenancy reviews, extension and conversions - Responsible for providing face to face advice and support to customers
Lettings Officers	- Responsible for providing specialist lettings advice and support to customers by telephone, MyRiverside App and email - Responsible for preparing tenancy agreements for new customers
Customer Service Advisors	Responsible for providing first point of contact advice and support to customers by telephone and web-chat

Policy Approval Date:	11/07/2025	Date of next review:	31/03/2028
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6. Risks

Customer Experience

- 6.1. As we improve the customer experience, we are identifying and addressing exceptions to our customer standards which have developed over many years. We accept this risk as part of our current business model as we are seeking to address these issues as a priority. Over time our tolerance of such will diminish and we will revise the score accordingly.
- 6.2. The short-term consequence of making major improvements may be a temporary reduction in customer service and as a result customer satisfaction. We will only accept such reductions where there is a clear articulation of the potential impact and an agreed action plan to return to acceptable levels. We also accept that, as such change may not be welcomed by all of our colleagues, there is a risk of industrial action and adverse media comment.
- 6.3. We will innovate in the way we deliver customer service including through digitisation but not without careful consideration of risk.
- 6.4. We have a full suite of customer experience KPIs which are scrutinised by Executive Directors, Boards and Customer Experience Committee. Targets are set informed by Customer Experience Committee.

7. Appeals & Complaints

- 7.1. As detailed in the Regulator of Social Housing's Transparency, Influence and Accountability Standard, customers are invited to hold us to account for the decisions we make, that impact upon them, under this Policy.
- 7.2. If a customer wishes to appeal a decision made under this Policy, this should be received and heard under our Tenancy Policy and Right to Review Procedure.
- 7.3. If a customer wishes to complain about the service they have received under this Policy, this should be managed through our Complaint Handling Procedure, which is governed by the Housing Ombudsman's Complaint Handling Code of Practice.
- 7.4. These associated Policies and Procedures are available on our website at:
 - England: <https://www.riverside.org.uk/you-your-home/customer-feedback/> or <https://www.riverside.org.uk/about-us/our-policies/>
 - and are also available by contacting our Customer Service Centre.

8. Equality, Diversity, and Inclusion

- 8.1. We are committed to Equality, Diversity & Inclusion. We strive to be fair in our dealings with all people, communities and organisations, taking into account the diverse nature of their culture and background and actively promoting inclusion. This policy aligns with our Equality, Diversity and Inclusion Policy and has been subject to an Equality Impact Assessment

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