

Tenancy policy

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1. Purpose

The purpose of this policy is to set out how we, acting as a landlord, will carry out the responsibilities as a landlord for social housing.

This policy relates to lettings of all social and affordable rented properties, which includes adapted and sheltered housing.

It does not cover hostels, temporary accommodation or other forms of supported housing which are allocated under our allocation scheme, local lettings schemes or commercial properties.

The policy also sets out how we'll grant discretionary succession rights, support tenants to sustain the tenancies we grant, prevent unnecessary evictions, address management moves and tackle tenancy fraud.

2. Regulatory standards

The Regulator of Social Housing sets out its expectations of Registered Providers (RPs) through the Regulatory Standards and Consumer Code of Practice. The Tenancy Standard sets out specific expectations for RPs in the offer of tenure and allocations. The [Transparency, influence and accountability standard](#) sets out expectations around information, advice and opportunities for tenants to engage in more meaningful ways on decisions that affect them.

This policy meets the regulatory expectations to:

- meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation
- offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock
- support tenants to maintain their tenancy or licence and prevent unnecessary evictions
- offer tenants advice and assistance about housing options before the tenancy or licence ends
- deliver fair and equitable outcomes for tenants and, where relevant, prospective tenants

3. Responsibilities of landlord and tenant

3.1. Our responsibilities

Our responsibilities are to:

- manage allocations and the awards of tenancies in a fair, transparent and efficient manner, meeting legislative requirements and following guidance laid out in the regulatory standards
- be transparent and helpful to tenants to ensure they understand their responsibilities and our policy and procedure when taking on a tenancy
- ensure our policy enables us to meet our responsibilities as a social landlord fairly and consistently and with due regard to making best use of social homes for the benefit of the communities we serve
- make consistent decisions within this policy, recording and having reference to any exceptions
- support tenants in ways that accommodate their needs and any vulnerabilities in order that they may participate in and engage with our services such as advice, information or practical assistance

3.2. Responsibilities of tenants

Your responsibilities are to:

- keep us informed of any changes in occupancy of the home
- ensure any additional needs around communication or understanding of our policy or procedures are made clear to us at the earliest opportunity in the tenancy change process
- comply with any law, policy or procedures relevant to the succession process
- provide all necessary information requested in a timely manner
- return any home to the agreed standard, including the repayment of any recharges, and with a clear rent account

4. Definitions

A sole tenancy is where one person has legal responsibility for a tenancy.

A joint tenancy is defined as one tenancy between two or more tenants, with each tenant being jointly and individually responsible for the tenancy.

An introductory tenancy is a trial period of 12 months before you become a secure tenant. Introductory tenants have fewer rights than secure tenants, and their tenancies can be ended more easily if they break their tenancy conditions. This type of tenancy can also be extended.

A demoted tenancy is a type of tenancy created by the court when the tenant has engaged in anti social behaviour or has used the home for unlawful purposes. There is less security of tenure and rights are lost, including the right to: exchange or transfer to another home, take in a lodger, sublet, assign the tenancy or make improvements to the home.

5. Policy statement

The aims of this policy are to:

- give assurance of compliance with regulator of social housing’s tenancy standard and transparency, influence and accountability standard
- ensure the most appropriate tenancy type is awarded in all circumstances, in accordance with legislation, rights and policy expectations
- award tenants the most secure form of accommodation possible to create sustainable communities while providing housing to those that need it most
- provide tenants with a clear outline of our approach to awarding and reviewing tenancies, including our reasons for granting or refusing any award of tenancy
- ensure we are meeting our duty to make the best use of our homes to meet the needs of our tenants, balanced against our responsibilities for transparency in allocations and lettings
- be fair, easy to understand and administer
- minimise and prevent homelessness, unnecessary evictions and tenancy fraud

In preparing this policy, we have considered our homelessness strategy; housing strategy; and allocation scheme.

This policy supports our homelessness strategy because providing secure tenancies will help prevent homelessness. This policy is also consistent with and supportive of our housing strategy and allocation scheme because it supports the allocation of housing to those who need it most.

6. The types of tenancies that will be granted

We’ll always strive to grant the most secure form of tenure possible to its tenants, ensuring it is suitable in the circumstances.

We’ll consider:

- the purpose of the accommodation
- the needs of the tenant and their household, and any reasonable or additional preference they might be entitled to under our allocation scheme
- the sustainability of the community
- the efficient use of the housing stock

The types of tenancy we can offer are:

A permanent tenancy – known as a secure tenancy. These tenancies will be either let at social rent or affordable rent. They can include an initial probationary period of 12 months (which can be extended by a further six months), which is known as an introductory tenancy. During an introductory tenancy, the tenant will have fewer rights than once a secure tenancy is granted. Following the introductory tenancy, the tenancy automatically becomes secure provided no proceedings for possession have been started.

A fixed term tenancy – known as a flexible tenancy. Again, this can be let at social rent or affordable rent and can include an initial probationary period. This should be granted for a minimum period of five years (two years may be granted in exceptional circumstances).

We do not currently offer fixed term tenancies or assured shorthold tenancies but reserve the right to do so in the future.

7. The circumstances in which tenancies of a particular type will be granted

We'll grant the longest tenancies possible in the circumstances and will always start from the position that it will grant a secure tenancy unless it is not appropriate.

Where a person is eligible and in the following groups we will always grant secure tenancies:

- who are or were tenants under a secure tenancy (of the same or a different home), where someone in the household has been a victim of domestic abuse and the new tenancy is granted because of that
- whose household contains a vulnerable person.

A 'vulnerable person' is:

- a pregnant woman or a person with whom she resides or might reasonably be expected to reside
- a person with whom dependent children reside or might reasonably be expected to reside
- a person who is of an old-age (being state pension age), has a mental illness or handicap or physical disability or has some other welfare need or special reason, or with whom such a person resides or might reasonably be expected to reside
- a person who is homeless or owed a homelessness duty
- a person who is a victim of domestic abuse or left their previous home due to domestic abuse
- a person who is a child aged 16 or 17 who is not a relevant child for the purposes of [section 23A of the Children Act 1989](#)
- a person aged under 21 who at any time after reaching the age of 16, but while still under 18, was but is no longer, looked after, accommodated or fostered
- a person who is or has served as a member of His Majesty's regular naval, military or air forces
- a person who is terminally ill
- who are former secure tenants or other occupiers of certain accommodation which would otherwise be available for letting in the following circumstances:
 - the secure tenant has married an existing secure tenant and they both seek the grant of a fresh secure tenancy in their joint names
 - the tenant is a former secure joint tenant and the joint tenancy has ended (for example, due to relationship breakdown), but the tenant wishes to remain in the property and is eligible to do so
 - the applicant is a relation of the previous secure tenant who has died without there being a right of succession
 - applicant has otherwise occupied the property for a considerable time (for example, as an adult child of a partner where there is no right of succession)
 - the tenant was placed in accommodation under a non-secure tenancy but now wishes to be granted a secure tenancy

- the tenant is a former secure tenant who was subsequently imprisoned and is now due for release
- who already have a secure tenancy but require the grant of a new tenancy due to a move to another social rented home (whether with the same or another landlord) or due to a move back from alternative accommodation occupied during any redevelopment or other works

The only exception to this is where an applicant is bidding from a lower priority band on our choice based lettings scheme as non priority homeless. In these cases we may offer an assured shorthold tenancy.

8. Demoted tenancies

When a secure tenant causes nuisance through antisocial behaviour, we can apply to court to demote the tenancy to a 12-month probationary tenancy. This reduces the security of tenure for the 12-month period however, the tenant will not necessarily lose their home and can regain their original tenancy after 12 months. In some cases the demotion period can be extended to 18 months.

We'll seek a demotion order in possession proceedings as an alternative claim to a possession order or make a free-standing demotion order application.

We'll apply to the court to demote a tenancy where the tenant, or someone living with or visiting the tenant, has either:

- engaged or threatened to engage in antisocial behaviour
- used or threatened to use the property for an unlawful purpose

For more detailed information refer to our [Anti Social Behaviour Policy](#).

9. The circumstances when introductory tenancies will be used, extended and ended

We'll include an introductory tenancy of 12 months in all tenancies it grants, unless it is not appropriate to do so, for example if there are exceptional circumstances (detailed in section 12 below) which are not compatible with an introductory tenancy.

At least three months before the end of the introductory tenancy, the tenancy officer will review the tenancy (including consulting with the tenant and any relevant tenancy management team if appropriate) to determine whether any proceedings for possession have been started, whether there has been any breach of the tenancy or whether there are indicators that the tenancy is at risk of failure.

If the tenancy review concludes there are no issues, the introductory tenancy will automatically become the secure tenancy detailed in the tenancy agreement and the tenancy officer will write to the tenant confirming this.

If there has been a breach of the tenancy or an indication the tenancy may fail the tenancy officer will consider:

- all of the circumstances, including any exceptional circumstances or mitigating circumstances, for example where the breach has been committed by a former partner in the case of domestic abuse
- the nature and severity of the breach

- whether the circumstances would enable us to decide not to renew the tenancy under section 14 below
- whether proceedings for possession can and should be commenced
- whether, with appropriate support, the tenancy will be successful
- if the tenant is indicating they are willing and capable of remedying any breach or issue

Before deciding to extend or end an introductory tenancy, the tenancy officer will consider:

- the impact on the tenant and their household's needs
- the impact on the wider community and neighbours
- possible housing alternatives so that homelessness is avoided in the case of ending an introductory tenancy
- the ability of the tenant to sustain a tenancy longer term and what support may be needed

If the tenant has breached the terms of the tenancy, but the breach is minor and would not enable us to start proceedings for possession, the tenancy officer will consider extending the introductory tenancy for an additional six months. Any extension must be reviewed by the team manager before being executed.

If confirmed by the team manager, the tenancy officer will provide written notice to the tenant to include:

- the outcome of the review
- the reasons for the extension
- the actions the tenant needs to take during the extension to ensure the tenancy can be made secure

If the tenancy officer considers proceedings for possession can and should be commenced, the officer and the team leader will meet to agree whether or not to seek to end the introductory tenancy, with the approval of the service manager.

The tenancy officer will provide written notice (a section 128 notice) to the tenant at least two months before the end of the introductory tenancy.

In order to comply with the requirements for a S128 notice this will detail:

- that we propose to end the introductory tenancy
- that we therefore intend to seek an order of possession from the court
- any facts about the tenant's case which have been taken into account in the decision
- the earliest date when proceedings may begin
- the tenant's right to request a review of the decision (also known within us as an appeal) within 14 days
- the tenants right to seek independent advice on the notice or the review/appeal
- the tenant's right to seek a judicial review on any point of law
- the advice and assistance we will provide to help the tenant find alternative accommodation (detailed in section 11)

- an appointment for the tenancy officer and the tenant to meet and discuss housing options. If the tenant requests a review of the decision to end the introductory tenancy, this appointment will be delayed until the conclusion of that review

The written notice will be sent at the same time as the following information:

- 'minded to' notice
- appeal fact sheet
- appeal form
- housing advice fact sheet
- before the notice seeking possession is served, the tenancy officer will complete a proportionality assessment form which will be signed by the team manager

Written notices will be sent to the current property address and any other email address or postal address the tenant has provided. Copies of all adverse decisions will be made available for a reasonable period of time at our main offices for collection by the tenant or someone on their behalf.

If the tenant might have difficulty understanding the implications of the decision, additional arrangements will be made for the tenant to be informed in person or via a telephone call.

10. How we will take account of the needs of households who are vulnerable

On any decision about a tenancy, we will consider if the tenant or someone in their household is a vulnerable person (as defined in our [Vulnerability and inclusive services policy](#)).

If the tenant or someone in their household is a vulnerable person, we will take a multi-agency approach to reduce the risk of serious detriment to any member of the household. This includes co-ordinating action across council departments to address the whole needs of the household and, where necessary, obtaining the advice of a social worker or support agency and referring the tenant and their household to other agencies and services that can support them.

We'll be sympathetic to the specific needs of tenants and their households and will always aim to help vulnerable persons to be able to live independently.

Where we consider any form of enforcement action to end or demote a tenancy we will complete an equalities impact assessment for the household.

All council officers will be trained and aware of safeguarding issues and will have discretion to vary their approach according to the needs and circumstances of the tenant and their household, provided that their actions are consistent and in the best interests of the tenant and their household.

We'll provide tenancies which provide a reasonable degree of stability for vulnerable persons and their households.

11. Advice and assistance that will be given to tenants in finding alternative accommodation

We'll provide advice and/or help to tenants whose tenancies are being ended to find alternative accommodation suitable to the needs of their household.

We'll provide the following advice and information to all tenants whose tenancies are being ended:

- a housing advice fact sheet with the written notice confirming the decision
- information and advice on our website
- printed written information and advice if the tenant is unable to access the website

Information and advice can also be provided via the following if necessary for the tenant's specific needs:

- orally on the telephone or video telephone or using video-conference technology
- in-person at our main offices or, if the tenant is unable to attend our main offices, at the tenant's home or another appropriate location

We'll consider requests for information in translated and alternative formats (for example braille, large print, audio) and provide materials as relevant. The needs of specific groups of tenants (for example the housebound, prisoners), will be taken account of when making any arrangement to access and provide information and advice.

Following a decision to end a tenancy, the tenant will be given an appointment with the homelessness prevention team so that they can meet to discuss their next steps. The meeting should take place within one month of service of the relevant decision letter or conclusion of an appeal (where the appointment has been delayed due to the tenant making an appeal).

During the meeting, the prevention officer must provide advice and assistance on the following to the extent relevant to the tenant's (and their household's) individual circumstances:

- understanding the tenant's income and capital resources so that the tenant can consider realistic housing options
- appropriate, affordable housing options, having regard to statutory guidance on suitability
- registering for an allocation of social housing
- applying for temporary accommodation
- signposting local advice agencies including citizen's advice bureau, legal advice centres and support agencies (such as connections/SMART)
- information about shared ownership schemes and other rental products
- information about refuges, supported housing and any other relevant affordable housing initiatives
- referring the household to any other necessary support within our teams

The prevention officer must follow up the meeting by referring the tenant and its household to any appropriate support discussed, including the homeless prevention team, the allocations team, the inclusion and income team and any employment support.

The prevention officer will also provide additional help to tenants who are likely to have difficulty due to them being a vulnerable person (as defined in section 10). This could include (but is not limited to) the following:

- completing application forms, for example for an allocation of social housing
- explaining what evidence might be required as part of an application process and helping the tenant collect this evidence

- helping the tenant express a preference for the location of social rented housing they might be allocated

12. How we will grant discretionary succession rights

Under succession, if a tenant dies, their tenancy will pass to their husband, wife or civil partner (or a person who lived with them as if they were a husband, wife or civil partner) if they were living in the property as their only or principal home at the time of the tenant's death.

By law, once a succession has taken place, there is no further right of succession. Please see our [Succession policy](#) for a full description and definitions.

We are not obliged to consider or approve a discretionary succession and will apply this on a case-by-case basis – the circumstances must be exceptional for us to approve a discretionary succession, and we will consider the risks of setting a precedent in each case so that the exception does not become the rule.

In cases where a discretionary succession is approved but will lead to under occupation we'll require the tenant to move to a smaller home and will make one offer of suitable alternative accommodation. If the offer is refused we'll look at our options to gain possession of the home, which may include serving a notice of seeking possession.

An alternative to discretionary succession may be to grant a new tenancy. In the case of discretionary award of new tenancy this will be an introductory tenancy and will not be considered a succession.

In both cases, we would take into consideration:

- whether the applicant would qualify for social housing via choice based lettings scheme
- any previous successions to the tenancy
- the relationship to the original tenant
- where the applicant has lived for the 12 months before the tenants death
- the right to rent of all adults in the home
- the size of the home and who could reasonably be expected to live there with the applicant
- affordability, operation of the mesne profit account and any tenancy sustainment risks
- medical needs, vulnerabilities or support needs
- tenancy history such as ASB or tenancy breaches
- rights to other homes and any actions needed to gain possession

13. Actions we will take to sustain tenancies

We'll provide tenancy sustainment support to help tenants retain their tenancies.

The support offered will be flexible and tailored to the specific circumstances and needs of the tenant and its household. It will be provided by the tenancy officer or the relevant support team or organisation.

Tenancy sustainment support can include help with one or more of the following (which is not intended to be exhaustive):

- negotiating utilities supplies

- budgeting and debt advice
- applying for benefits or resolving problems with benefits
- applying for discretionary housing payments
- accessing health services or other specialist services, such as those dealing with drug or alcohol abuse
- creating social networks, such as introducing the tenant to local social groups
- accessing education, work or volunteering

A tenant can request support in any way, for example

- verbally
- by email
- by letter
- using the tenancy sustainment support application form, but the tenancy officer must complete an application form if the tenant does not do so

The tenancy officer will consider the information provided and discuss with the tenant what support can be provided, considering the support options available and what will work best for the tenant.

The tenancy officer and the tenant will agree what support will be provided and how long it will initially be provided for, taking account of the fact it can be varied as the tenant's needs change.

The agreed support will be put in place as soon as possible and will be regularly reviewed to check it is still suitable and if any changes need to be made. Support can be paused and reactivated if needed.

14. Actions we will take to prevent unnecessary evictions and what we will do if those prevention activities fail

We'll work to support tenants from breaching their tenancy agreements with clear communication with the tenant at every stage and setting clear expectations.

We'll monitor the tenant's management of their tenancy to ensure any potential issues are picked up and resolved at the earliest opportunity.

The tenancy officer will arrange review meetings with the tenant for six weeks, six months and at the annual anniversary in the first year of a tenancy. After the first year, review meetings will be managed alongside our tenancy audit process, but can be made on an adhoc basis by either the tenant or the tenancy officer on request, recognising a tenants right to quiet enjoyment. Review meetings will be in person where possible.

When the tenancy agreement is entered into, the tenancy officer will arrange a sign-up with the tenant at which the tenancy officer will explain beforehand or during sign-up:

- the duration of the term
- the appeal process
- the tenant's rights and responsibilities
- the implications of breaching a tenancy
- the dates at which the tenancy will be reviewed

- the process for ending the tenancy
- the precise payments required to avoid arrears, including advice about welfare benefits, assistance to apply for benefits and verifying the tenant has the means to pay the rent, either through waged employment or benefits
- different methods of payment of rent available to the tenant

We will:

- work with other agencies, including advice agencies and health and social care services, to provide a co-ordinated service to tenants that helps them to meet their tenancy obligations
- where appropriate, apply for alternative payment arrangements to enable the housing element of universal credit to be paid direct to us
- carry out awareness training for council staff across all relevant services

If arrears or other breaches of the tenancy arise, we will seek to resolve them as quickly as possible through personal contact, providing support to the tenant and agreeing a clear course of action detailing consequences.

The tenancy officer will engage with the tenant to identify why the breach has occurred and what is the best solution. Our priority is to achieve personal contact with the tenant as soon as possible after the breach has arisen, either in person or by phone. At this meeting or call, the tenancy officer will discuss the issue with the tenant and agree a plan to resolve it.

If the tenant is in arrears, we will seek to recover the arrears in the shortest possible time that would not cause the tenant to be in serious financial difficulty as a result.

If the tenant has committed anti-social behaviour, we will use appropriate tools in the circumstances which may include acceptable behaviour contracts, warning letters, home visits, office interviews and mediation.

Where a plan to resolve a breach of tenancy fails, the tenant will be given a short period of time to bring the plan into line. If it does not do so, the tenancy officer will meet with tenant again to discuss the issue in more detail.

We will still try to engage with the tenant, understand the problem and agree a plan to resolve the breach, but will also ensure the tenant understands that non-compliance may lead to recovery action.

If the tenant is still in breach of the tenancy after a reasonable period, we will serve a notice of seeking possession and apply for a court order to obtain possession of the property in accordance with the forfeiture provisions of the tenancy agreement and the appropriate procedure. We'll also consider if other enforcement action is appropriate, for example a civil injunction.

When taking any action to obtain possession of the property, we will consider what is appropriate and proportionate in all the circumstances. For example, in the case of a joint tenancy where there is domestic abuse between the tenants, we will consider evicting the perpetrator and allowing the victim to remain with a new tenancy agreement.

Our overriding aim is to help and support each tenant to maintain their tenancy and take possession action only as a last resort.

In addition to any rights we have to evict the tenant detailed above, if the property is closed for more than 48 hours under a closure order (for anti-social behaviour) or the tenant, a member of their household or a visitor is:

- convicted of a serious criminal offence in, or in the locality of, the property, affecting a person with a right to live in the locality of the property
- found by the court to have breached a civil injunction
- convicted for breaching a criminal behaviour order
- convicted for breaching a noise abatement notice

We'll also be able to end the tenancy under the absolute ground for possession, subject to any available human rights defence, including proportionality.

If any circumstances arise which would enable us to end the tenancy under the absolute ground for possession, the tenancy officer will follow the absolute grounds for possession procedure which includes:

- the tenancy officer obtaining approval from the team manager to service of a notice
- the tenancy officer serving notice on the tenant within 12 months of the relevant conviction/court finding (or final determination of an appeal against the relevant conviction/finding) or within three months of the tenant's property being closed (or final determination of an appeal against a closure order)
- the tenant having a right to request a review and the special urgent review process that will be followed

15. How we will tackle tenancy fraud

We have robust tenancy audit process in place to detect possible fraudulent or corrupt actions by tenants and staff, including a tenancy audit checklist, regular staff training on tenancy fraud and an external service provided by Luton [Shared Anti Fraud Service \(SAFS\)](#) for investigations.

Examples of tenancy fraud we will investigate include (but are not limited to):

- **obtaining housing by deception** - where a person gets a home by giving false information on their housing application
- **unlawful subletting** - where a tenant rents out their home without the knowledge or permission of the landlord
- **wrongly claimed succession** - where the resident dies, and someone tries to take over or succeed the tenancy when they are not entitled to
- **key selling** - where a resident is paid to pass on their keys in return for a one-off payment
- **unlawful assignment** - where a tenant stops using their tenancy as their main or principal home, allowing family members to remain at the property without our permission
- **fraudulent mutual exchange** - giving false information to get a property
- **false right to buy** - where a tenant resident makes a right to buy application and gives false information
- **abandonment** – where the property has been abandoned and out of use with no notice

When a tenancy is granted, we will:

- check identity documents to verify that they are genuine and that they confirm the identity of the tenant
- check the residency status and tenancy history of the tenant

- require all tenants to sign declarations confirming that they have not and will not commit tenancy fraud, regardless of how they are obtaining the tenancy, for example including as a result of assignment, mutual exchange or succession
- use credit reference agencies
- where appropriate, photograph tenants so that the identity of the tenant can be verified at subsequent tenancy audits and review meetings

Every applicant / tenant will be provided with information about tenancy fraud offences at the point of application, and upon the grant and/or renewal of tenancy. Tenants might be prosecuted if they deliberately withhold information, provide misleading information, or do not notify us of any change in circumstances, for example a change in income or household.

A warning will include the following facts:

- a person guilty of such an offence could be liable to pay a fine
- may also face prosecution for fraud which can result in imprisonment

We'll carry out regular tenancy audits to check that the authorised occupiers are living at the property. Where possible, this will be combined with other planned visits, such as the annual gas safety check.

We may periodically carry out changes to communal entry door systems to prevent or identify unauthorised occupiers.

We'll maintain a general fraud phone line and pages on our website for concerned staff, neighbours, suppliers and other stakeholders to report suspicions or concerns about tenancy fraud and will refer anyone who raises concerns about fraud to those resources.

We'll provide regular training to frontline staff on how to spot fake and forged documents and the warning signs that may indicate tenancy fraud.

If we become aware of potential tenancy fraud, the tenancy officer will refer to the SAFS and take advice as to whether the case would meet the threshold for prosecution under the [Prevention of Social Housing Fraud Act 2013](#).

Following an investigation, the tenancy officer and the housing manager (or the team manager or head of operations) will meet to decide what action to take, including court action to recover possession of the property where appropriate and proportionate.

Where any council staff member could potentially be implicated in the fraud (either directly or indirectly), the team manager (or head of operations) will allocate an independent team manager (not previously involved with that tenant) to carry out the investigation.

16. Management moves

A management move is where a tenant is offered a property transfer by us for housing management purposes, whilst still maintaining the same tenancy. Management moves are initiated by us and are separate to the tenant's ability to apply for a transfer to alternative housing or a mutual exchange (details of which are outside the scope of this policy and can be found in our allocation policy and mutual exchange policy).

We'll only use a management transfer where no other housing solution is possible.

We'll arrange a management move where they require the tenant to move or the tenant needs to move for the following reasons (which are not intended to be exhaustive):

- domestic abuse
- violence, harassment, intimidation, or threats of violence likely to be carried out
- the need to protect witnesses who have agreed to go to court to give evidence on matters of anti-social behaviour
- urgent social reasons
- major works to the property need to be carried out
- the property is no longer suitable for the tenant and their household, for example under the social sector size criteria, due to severe overcrowding or because the tenant requires adaptations which are not viable at that property
- there are unused, substantial adaptations at the property

To decide whether or not there should be a management move, the tenancy officer will assess the circumstances indicating that a management move may be required and will consider tenant's individual situation (including the situation of the tenant's household) and consider all relevant circumstances including (but not limited to):

- the size of the tenant's household
- the housing need of the tenant and their household
- the suitability of the current property for the tenant and their household
- whether the tenant (or someone in their household) is a vulnerable person (as defined in section 10)
- whether the tenant (or someone in their household) has a protected characteristic
- the care, support and health needs of the tenant and their household, including access to local support networks, family members and services which the tenant relies on
- whether a move would require any children permanently residing with the tenant to change school
- whether a move would put the tenant's (or someone in their household's) work or training at risk because the only available options would make travel too difficult
- the income, savings and occupational status of the tenant and their household
- the state and nature of the property

We will only use a management transfer where it is suitable in the circumstances considering:

- the purpose of the accommodation the tenant is moving from and to (as appropriate)
- the needs of and impact on the tenant and their household
- the impact on the wider community and neighbours

We aim to do no more than 20 percent of our annual lettings in this way.

Where we determine the management move criteria has been met, the applicant will not be assessed in the usual way through the allocations scheme, but will have its existing tenancy transferred to another suitable property. We'll ensure that the tenant does not inadvertently lose accrued rights.

If the tenant needs to transfer to a new property because of [Domestic abuse](#) to the tenant or a member of their household, we will grant the tenant a lifetime secure tenancy.

Where we determine the management move criteria has been met, the tenancy officer will provide written notice to the tenant detailing:

- the new property and transfer date
- that the tenancy is continued with all accrued rights and liabilities, including arrears of rent which will be transferred to the new property
- any facts about the case which have been taken account of in the decision
- the tenant's right to make a complaint
- the tenant's right to request a review of the decision (including advising that the tenant seek independent advice on requesting a review/appeal)
- the tenant's right to seek a judicial review on any point of law

Tenants who have been approved for a management move will be prioritised by us, consistent with the prioritisation criteria used for the allocation of social rented housing, set out in our allocation policy.

We will inform tenants of their rights to request a review or pursue an appeal of any decision made about an application for transfer, including decisions about whether their application has been accepted or rejected, the type of property and its location that they might be transferred to and the degree aperiod if they have been I thought it.

17. Decision making, review, impartiality and conflict of interest

Decisions about extending and ending introductory tenancies will be made by employees of the council in accordance with this policy. However, our procedures will ensure all decisions are reviewed or verified by a designated senior officer.

Tenants will be asked when the process starts, whether they (or anyone who lives with them or might reasonably be expected to live with them) are an employee of the council.

Where a tenant affirms that they (or a usual household member), is an employee of the council, they will be notified of the process to deal with any conflicts of interest which will involve a senior officer assessing the circumstances and ensuring that it is dealt with impartially without any reference to the relevant employee. The same principle will be applied to relatives of persons who are employed by the council.

All decisions under this policy will be made and signed off by a suitably qualified officer (usually the head of operations). To avoid a conflict of interest our constitution does not allow for these decisions to be overturned by elected members, committees or cabinet.

Any appeal decision will be made by a suitably qualified officer who has not been involved in the original decision to seek possession.

The review will be completed and the tenant informed of the outcome before the date for commencement of court proceedings given in the notice. In writing, we will advise of the reasons original decision is upheld or overturned.

If the tenant's review is successful, they continue as an introductory tenant until the original trial period has come to an end.

18. Complaints and appeals

When notifying a tenant of any decision in relation to the grant of or refusal to renew a tenancy, we will make the tenant aware of:

- the tenant's right to make a complaint
- the tenant's right to appeal and request a review of the decision (also known as making an appeal)
- the tenant's right to seek a judicial review on any point of law
- the tenant's right to get independent advice and support (as appropriate)

When sending formal notice of the decision not to grant another tenancy, we will advise tenants to seek independent advice on requesting a review/appeal.

18.1. Complaints

Tenants will be informed of their right to make a complaint within 12 months of becoming aware of an issue if they think we or any council employee/representative has:

- done something wrong
- behaved unfairly or not politely
- not carried out a service to an agreed standard
- not responded to a request for a service within our stated timescale

Complaints should relate to conduct or timescales, rather than the substance of any decision.

We have a complaints process that is compliant with the [Housing Ombudsman Code of Practice](#) for complaints, full details can be found on our website [Comments, compliments and complaints](#).

Our complaint process allows for further escalation to the Local Government and/or the Housing Ombudsman service if the tenant remains unhappy with the outcome of a stage 2 complaint.

18.2. Reviews/Appeals

Tenants will be informed of their right to request a review within 21 days of receiving a decision about the award of tenancy.

Appeals can be made where a tenant disagrees with our decision. We'll take into account the facts of the case, including any exceptional circumstances and any decision on whether someone is a vulnerable person.

An appeal can be made against the following elements:

- the extent of the tenant's household
- the type of tenancy offered
- the ending of a tenancy on the expiry of the introductory period

Within the council, reviews are referred to as appeals, but they are separate from any legal appeal to the courts a tenant may make (as to which see section 19 below).

A tenant can request a review in any way, for example

- verbally
- by email

- letter
- using the appeal form, but the tenancy officer must complete an appeal form if the tenant does not do so

The review will be a re-consideration of all the relevant facts and the legal requirements at the date the review is carried out.

We'll complete the review within eight weeks (56 days), but this timeframe can be extended by mutual agreement between the parties.

The review will be carried out by the housing manager (or the team manager or head of operations or another manager), whom will not have previously been involved in making the original decision.

There will not usually be an oral hearing as part of the review. However, if we decide an oral hearing would help to determine the facts of the case, the tenant will be entitled to have an advocate present. We'll decide what form of oral hearing will be most appropriate in the circumstances. Hearings could be in person, via the telephone or via video-conference technology.

If there is an oral hearing, the tenant will be given two weeks' notice of the hearing and must confirm in writing any advocates at least one week before the hearing. The tenancy officer will provide the reviewing officer and the tenant with all relevant evidence they will present at the hearing at least one week before the hearing.

If the tenant does not attend the hearing and does not contact us in advance of the hearing, it will continue in their absence. If the tenant provides reasonable prior notice, the housing manager or a senior officer may agree a new hearing date at their sole discretion, for example if the tenant cannot attend due to a medical appointment, childcare responsibilities, illness or an advocate being unable to attend (especially if the tenant has language barriers or a disability).

An outcome of appeal letter will be sent to the tenant within two weeks of the review decision. If there is to be no offer of a new tenancy, an appointment date for a housing advice meeting will be included in the outcome of appeal letter. The relevant support services internally and externally will be advised of the outcome of the appeal.

If there is no oral hearing and we conclude there was a deficiency or irregularity in the original decision, or in the manner in which it was made, but is minded to decide against the interests of the tenant anyway, we will notify the tenant of their intentions and the reasons for them. The tenant may then, within a reasonable period of time specified in the notice, make written representations to us.

Notification of all review decisions, including reasons for decisions made, will be made in writing.

19. Judicial reviews and court appeals

Tenants will be informed of their rights to pursue a judicial review or appeal to the county court.

Following a review/appeal decision under section 18.2 above, tenants can appeal to the county court on any legal point if:

- they are not happy with the decision
- we have failed to meet the relevant timescales for making and confirming a decision

Tenants will be informed that there are deadlines for making appeals (some within 21 days of being told the relevant decision) and will be advised to seek independent advice.

Tenants will also be informed of their right to ask the administrative court to carry out a judicial review of any decision made by us.

Tenants will be informed that any application to the court for judicial review must be started promptly and in any event within three months after the grounds for making the application first arose and will be advised to seek independent advice.

20. Compliance, monitoring and assurance

Compliance with this policy will be monitored by periodic reviews of case records by the relevant team manager. We'll provide assurance on the proper implementation of this policy through regular self-assessment, internal audit, performance management, quality assurance of compliance with procedures and our risk monitoring work.

We'll keep this policy under review and may amend or replace it from time to time, for example due to legislative or regulatory changes, but will not change the substantive rules in it more than once in every five years (unless required to do so by law).

Prior to finalising and adopting this policy, we consulted with tenants as to its contents via the tenant partnership board.

The policy was approved through the democratic process and adopted by the council at the meeting of the executive 6 October 2025.

21. Equality, diversity and inclusion

We're committed to promoting equality, eliminating discrimination, and advancing opportunity for all tenants, in line with the [Equality Act 2010](#) and our public sector equality duty (PSED).

We'll apply this policy fairly and consistently, ensuring no tenant is disadvantaged, directly or indirectly on the basis of any protected characteristic, including:

- age
- disability
- sex
- gender reassignment
- sexual orientation
- race (including ethnicity, colour, and nationality)
- religion or belief
- pregnancy and maternity
- marriage and civil partnership

We'll apply this policy in a way that is fair and consistent to all tenants with all exceptional decisions recorded on the register of exceptional decisions.

This policy has been subject to an equalities impact assessment which determined this policy does not directly or indirectly discriminate against any person or group of people because of their race, religion/faith, gender, disability, age, sexual orientation or any other grounds which are set out in our equality and diversity policy or are a legally protected characteristic.

We'll ensure this policy and any supporting procedures do not create an unfair disadvantage for anyone, directly or indirectly through the EIA process.

We'll advise tenants that equalities information will be collected to enable a better understanding of peoples' housing needs and to ensure that no one is discriminated against as a result of the way this policy has been framed, or during the administration of it. Tenants will be informed as to how such data will be used, handled, and stored.

We also recognise the impact of socioeconomic disadvantage, digital exclusion, and intersecting inequalities, and commit to taking a proportionate, trauma-informed approach wherever needed.

To ensure compliance and transparency:

- this policy has been subject to a full equality impact assessment (EIA)
- all exceptions to standard practice will be recorded on the register of exceptional decisions, with a clear rationale
- we'll monitor how this policy is applied and analyse outcomes to ensure no group is unfairly impacted in practice
- equalities data will be collected sensitively and used to tailor services, support monitoring, and improve outcomes

Staff will receive appropriate training to apply this policy in a non-discriminatory, inclusive, and culturally competent way. We'll regularly review and update our approach to reflect tenant feedback, changes in legislation, and emerging best practice in housing equality.

22. Communication and accessible information

We are committed to ensuring all tenants can access, understand, and engage with housing services regardless of their language, literacy level, disability, or communication preferences.

22.1. At sign-up and ongoing engagement

All tenants are asked about communication preferences and access needs when they first sign up to a tenancy and at key points during their tenancy lifecycle. These needs are reviewed regularly and at any point the tenant wishes to update them.

22.2. Accessible formats

Where standard communication would place a tenant at a disadvantage, we will provide information in alternative formats, including but not limited to:

- easy read
- large print
- audio
- braille
- British sign language (BSL) interpreter
- video relay services
- subtitled or translated video content

22.3. Language and interpretation

We'll offer translation or interpretation services for tenants whose first language is not English, including telephone-based and in-person interpreters where required. Translated summaries of key documents will be available in the most commonly spoken community languages in Luton.

22.4. Delegated authority and consent

Tenants may nominate a trusted person (with delegated authority) to receive correspondence or manage tenancy communications. We'll confirm the nominated person's consent to receive and manage information, in line with data protection and safeguarding guidelines.

22.5. Digital exclusion and offline access

While many services are available online, we acknowledge that not all tenants have reliable internet access or digital confidence. All policies and procedures will be available in non-digital formats, and assistance will be provided to those needing help to complete digital tasks.

- **multiple channels:** information and correspondence may be provided via letter, phone, email, secure messaging, or in person, depending on tenant preference and service availability
- **feedback and continuous improvement:** tenants are encouraged to provide feedback on the accessibility of our communications, and we regularly review our approach in line with best practice and tenant input

23. Data protection

We'll hold all information about tenants in a secure manner in line with data protection legislation applicable to we.

We are subject to the information disclosure requirements of the [Data Protection Act 2018](#). The administration of this policy will ensure compliance with this legislation. For further information please reference our [Data Protection policy](#).

Tenants will be advised of their right to make a complaint to the office of the information commissioner if they believe we has failed to fulfil its obligations and responsibilities as set out in the [Data Protection Act 1998](#).