

Managing your tenancy

Customer information

Overview

We manage your tenancy from the day when you move into your home until your tenancy ends. We want to be fair and consistent, explain things clearly, and support you where we can. This includes helping you understand responsibilities and what we need to do as your landlord. Your tenancy agreement is a legal contract. It explains your rights, your responsibilities, the charges you need to pay and how long your agreement lasts.

Your tenancy agreement

- • There are different types of tenancy. Your rights depend on your agreement, who your landlord is and when your tenancy began.
- • If there is a difference between the law, your tenancy agreement and our procedure, the law comes first. Your tenancy agreement comes next followed by our procedure.
- • If you are under 18, we will usually offer you an assured shorthold tenancy with a trust deed.
- • Most new customers in general needs housing or housing for older people are offered a starter tenancy. This may be different if you had an assured or secure tenancy just before your offer.

Starter and fixed-term tenancies

- • A starter tenancy is usually an assured shorthold tenancy for 12 months.
- • If there are no tenancy breaches, it will usually change to the long-term tenancy type 12 months after it starts.
- • We will visit you during the first eight months to check how the tenancy is going.
- • If we have any concerns about how your tenancy is going, we will talk to you about them. We may extend your starter tenancy by six months. We may take steps to end your tenancy if we do not think the issues can be put right during that time.
- • At the end of a fixed-term tenancy, we will explain what happens next. It may end, continue as a periodic agreement or be replaced by an assured non-shorthold tenancy. We will normally offer an assured non-shorthold tenancy.
- • If we decide not to offer an assured non-shorthold tenancy, you can ask us to review the decision.

During your tenancy

- • We may visit you during your tenancy. This might be a routine visit to check-in, a tenancy audit or because we need to talk to you about something specific or undertake work at your property. For example, this could include antisocial behaviour, rent arrears repairs or gas / electric testing.
- • You may be able to ask for financial help from a hardship fund in some situations.
- • Please ask us for written consent before taking in a lodger. You are responsible for making sure your lodger follows the conditions of your tenancy.
- • If you expect to be temporarily away from your home for four weeks or more, please tell us before you go if you can. A temporary absence is less than 26 weeks.

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- • Your home can stay empty while you are away if you plan to return. It must not be sublet, and there must not be any tenancy breaches.
- • If you are serving a prison sentence, we will look at your situation. This includes how long you will be away and whether the conditions of your tenancy are being met. We may take steps to end the tenancy if those conditions are not met.

Permissions and pets

- • When you ask for permission, we will look at your tenancy conditions, any rules set by the owner of the building (if we are not the owner), the possible effect on your home and whether it could disturb your neighbours.
- • We will refuse a request if it would break your tenancy agreement straight away. We may also withdraw permission later if we need to.
- • Please ask for written permission before getting a pet. You do not need permission for an assistance animal.
- • We consider pet requests individually. You are responsible for animals in your home and shared areas.
- • We may withdraw permission and tell the appropriate agency if an animal is neglected, mistreated or has suffered unnecessarily.

Hoarding and clutter

If hoarding is a concern, we will try to work with you, specialist services and local authorities. We will ask your permission before referring you to another agency where we can. We will also work with you on an action plan. Legal action should usually be a last resort.

Garages

A standard garage licence lets you store one motor vehicle. In limited cases, an exceptional licence may allow other storage. We may end a garage licence without notice if any term of the agreement is broken.

Changes to your tenancy

- • You can use forms on our website to ask for tenancy changes.
- • If you ask us to change your name, we will need to see legal documents.
- • You can ask us to change your title or pronouns without providing documents.
- • If joint customers want to change to a sole tenancy, they should agree who will stay in the home and share this with us for approval.
- • Where joint customers are divorcing or ending a civil partnership, we will wait for the outcome of any property adjustment order about the tenancy, these are made by the court in divorce proceedings.
- • We may refuse a request to add a tenant if there are reasonable grounds to do so.
- • We consider requests to transfer a sole tenancy to someone else based on the circumstances of each case.

Tenancy change forms: [information for residents](#)

Mutual exchanges

- › • A mutual exchange is when two or more tenants swap homes. It can include Sanctuary customers, customers of another registered provider or local authority tenants in England, Scotland or Wales.
- › • Everyone involved must have written permission from their landlord. There must also be no legal reason to refuse the exchange.
- › • We will give you our decision in writing within 42 calendar days of receiving both applications.
- › • You can ask us to review a refusal.
- › • Sanctuary customers can join HomeSwapper free of charge, this lists people from all over the country looking to exchange their homes.

When a customer dies

- › • If a joint tenant dies, the tenancy passes to the remaining tenant or tenants (Statutory Succession). This counts as a succession when it passes to the last remaining joint tenant. Someone who was not an original joint tenant does not have a further right to succeed.
- › • Some sole tenancies can pass to an eligible person. The right depends on the tenancy type, when it began and whether a succession has already happened. (Non-Statutory Succession)
- › • After we receive the death certificate, we aim to decide a succession request within 28 days.
- › • If someone wants to make a claim for non-statutory succession, they must do this within six months of the customer's death. The tenancy agreement must also include a clear succession clause.
- › • In exceptional cases, we may consider a new tenancy for someone with no succession right. We consider each case individually.
- › • Licence agreements do not have succession rights.

Ending your tenancy

- › • You must give us 28 days' notice, however in exceptional cases, we may accept less than 28 days' notice.
- › • You need to pay rent until your notice ends and your tenancy has ended.
- › • You can ask to withdraw your notice during the 28-day notice period. We need to agree this with you. You cannot withdraw it after the notice period has ended.
- › • We extend a notice period only in exceptional circumstances.
- › • A licence can be ended by either party giving the notice set out in the licence agreement.
- › • If we believe you have left your home permanently without giving formal notice, we will look into this before deciding whether the home has been abandoned.
- › • If you break the terms of tenancy, we will work with you to help resolve the issue. However, if you continue to break the rules you agreed to in the tenancy we can take court action to end your tenancy.

Belongings left behind

- › • Items left behind do not become our property.
- › • We will try to work with you so you can collect your belongings. We can support you to arrange removal, storage or disposal yourself.
- › • We will consider whether you, or someone acting for you, needs extra support to arrange this. We will also try to contact agencies that can help.

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- • We will give you notice before removing belongings from a home or shared area when the required process applies.
- • We may charge you for storage.
- • If we have made reasonable attempts to contact and find you, we will not be responsible for a claim if the items are disposed of later.

Deposits and your information

- • For market rented, intermediate rented and commercial properties, we protect any deposit we collect in a government approved tenancy deposit protection scheme.
- • The amount we return will depend on the condition of the property at the end of the tenancy.
- • You can ask to see the personal data we hold about you by making a Data Subject Access Request.
- • Safety alerts are personal information. We will normally write to tell you when one is approved. We may not tell you if we believe this would create a serious risk of actual or threatened violence.
- • We collect and update relevant information about your needs during your tenancy. We keep it confidential and only use it to help us and relevant partners support you.
- • We ask customers for diversity information so we can check whether our services are fair and inclusive.

Our commitments to you

- • We will manage tenancies fairly and consistently.
- • We will offer suitable support to help customers keep their tenancies.
- • We will meet our responsibilities as your landlord and follow the law and good practice.
- • We will aim to provide good-quality homes and services that are fair, clear and easy to understand.
- • We will give you information to help you make informed choices. We will also use electronic systems to reduce paper where possible.

How to contact us

If you need any help, you can contact us using the contact form or phonenumber on [Contact us | Sanctuary](#).