



## Tenancy Management Policy

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Please avoid referring to printed versions of this policy.  
Printed versions may quickly go out of date – the latest version will be on the Policy Hub, or contact the Governance Team for further information.

For support and advice regarding the Policy, please contact the Policy Owner.

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## 1.0 Introduction and scope

1.1 This document covers our approach to providing an efficient tenancy management service which reflects legislation, regulation and good practice.

1.2 The scope of this Policy covers:

Gentoo Group	X
Gentoo Homes	
Gentoo Developments Ltd	
Gentoo Genie	

It applies to:

General Needs rented properties	X
Supported Housing	X
Sheltered Housing	X
Leasehold/Shared ownership	X
Rent to Buy properties	X
Market rented properties (domestic)	X
Temporary Accommodation	X
Stock owned but not managed by the Group	
Communal Areas, including those relating to Leasehold/Shared Ownership properties	X
Commercial Property (offices, depots etc.)	
Stock managed by Gentoo on behalf of a third party	X
Garages and outbuildings	X
Remote plant (district heating, electrical pumps etc.)	
Curtilage	X

## 2.0 Our core purpose and vision and priorities

Our core purpose is to provide safe and decent homes for our customers of today and tomorrow.

Our vision is to provide great homes, strong communities, and inspired people for Sunderland.

The safety of our customers and colleagues will always be our number one priority.

We have identified six further priorities which will guide the delivery of our services.

We live our values in everything we do from the boardroom to the front room, to deliver our priorities for our customers.

- We know our customers.
- We provide great homes.
- We help communities to thrive.
- We are a great place to work.
- We spend our money wisely.
- We are well governed.

Our values are what we stand for and what we want to be known for. They are what makes us, us.

- We care about people.
- We take accountability.
- We shape the future.
- We bring leadership.
- We deliver.

### **3.0 Regulation and legislation**

3.1 The Executive Director of Housing will ensure this policy has regard to all legislation, regulation and best practice. The regulation and legislation applicable to this policy can be found in Appendix 1.

3.2 The Policy has been cross referenced with good practice and the CIH Knowledge Hub.

### **4.0 Our Policy statement**

4.1 Gentoo customers have a number of rights and responsibilities when they hold a tenancy with Gentoo as outlined in the relevant tenancy agreement.

4.2 Gentoo will work to ensure that all customers are treated fairly and that due regard is given to current legislation, regulation and best practice.

4.3 Gentoo customers have the right to live peacefully in their home. However, Gentoo has the legal right to enter the property at reasonable times of the day to carry out repairs and property inspections. Gentoo will provide 24 hours' notice in writing before inspecting a property.

- 4.4 Gentoo will consult with customers on any major changes planned which may affect the properties or neighbourhood.
- 4.5 Effective management of the customer's rights and responsibilities is necessary to ensure that everyone can live safely and sustainably in their homes. Gentoo will treat all customers fairly whilst valuing diversity. Gentoo is committed to the principles of diversity and inclusion throughout the organisation and aim to:
- Meet the needs and choice of people from all backgrounds
  - Ensure that services are relevant, responsive and sensitive to the needs of existing and future customers
  - Ensure that all sections of the community in which Gentoo work have equal access to Gentoo services.
- 4.6 The Tenancy Management Policy and Procedures will ensure that customers are treated as individuals and with fairness and respect.
- 4.7 All staff will have regard to Gentoo's approach to Customer Care when delivering tenancy management services.

## **5.0 Roles and Responsibilities**

- 5.1 The Executive Director of Housing is accountable for ensuring this policy has regard to all legislation, regulation and best practice and for ensuring the implementation of this policy effectively.
- 5.2 The Executive Director of Housing is accountable for adequate resourcing and having effective processes in place to implement this policy.
- 5.3 The Heads of Service are responsible for the day to day delivery of this policy at a local level.
- 5.4 All housing management colleagues are responsible for familiarising themselves with this policy and associated procedure.

## **6.0 Tenancy Agreements – Sign up**

- 6.1 Following the allocations process (refer to Allocations Policy), the customer will be issued a tenancy agreement which they must sign in line with the Tenancy Management Policy.

- 6.2 Customers that are new to Gentoo will be issued with an Assured Shorthold Starter Tenancy which lasts for a fixed period of one year. Assured Shorthold Starter Tenancies may be extended for up to a maximum of six months.
- 6.3 After the year has ended, provided there are no ASB issues, outstanding rent arrears, or in the case of new customers who are owners, include shared ownership, of property who have sold or discharged their interest in their property the tenancy will automatically convert to an Assured Tenancy.
- 6.4 Customers who are re-housed through transferring with Gentoo will retain their former customer status and will not be signed up to a Starter Tenancy.
- 6.5 Customers who were previously secure customers of Sunderland City Council and whose tenancy transferred to Gentoo in 2001 will be given an Assured Transferring Tenancy Agreement.
- 6.6 Gentoo may only vary the terms of our tenancy agreements in compliance with Sections 102 and 103 of the Housing Act 1985.
- 6.7 With reference to the Domestic Abuse Act 2021, anyone who has had to move from a secure tenancy to supported or temporary accommodation, such as a refuge or other similar accommodation, will be granted an equivalent tenancy.

## **7.0 Starter Customers**

- 7.1 Gentoo use Starter Tenancies as part of the Group's drive to support customers to sustain their tenancies.
- 7.2 Gentoo will visit the customer at the 9 month stage to ensure there are no issues or support needs. In the case of new customers who are owners, including shared ownership, more frequent contacts will be carried out.
- 7.3 The tenancy will automatically convert to an Assured Tenancy after 12 months provided there are no ASB issues, outstanding rent arrears or in the case of owners, or shared ownership, they have sold or discharged their interest in their property.

7.4 If the tenancy has not been managed responsibly, Gentoo may take action, this could include extending the tenancy up to a maximum of 6 months, or to end the tenancy within the first year.

7.5 If the customer was an owner, or shared ownership, at the point they entered into the tenancy Gentoo may also take action to either extend or end the starter tenancy if they have not sold or disposed of their interest in their property within the first 12 months.

## **8.0 Tenancy Fraud**

8.1 Social housing is a precious commodity and Gentoo take tenancy fraud very seriously. The Prevention of Social Housing Fraud Act made tenancy fraud a criminal offence and if a customer is caught, they are likely to lose their tenancy and they may lose their right to social housing in the future. Gentoo will take reports of tenancy fraud seriously and customers can report their suspicions and give Gentoo information anonymously. More information about tenancy fraud can be found in the Tenancy Fraud Toolkit.

## **9.0 Right to Rent**

9.1 Since 2016, Gentoo has been required by law to carry out 'right to rent' checks on anyone who is granted a tenancy under Gentoo's allocations criteria. The checks apply to all adults living in the property, whether they are named on the tenancy or not. The checks also apply to lodgers and sub-customers, however, the customer in these situations will assume responsibility for these checks. More information can be found in the Allocations Policy and Procedures.

## **10.0 The Right to Acquire and the Preserved Right to Buy**

10.1 Some Gentoo customers will have the Right to Acquire which applies to eligible customers living in a property that qualifies for the scheme as set out in the Housing Act 1996 (as amended by the Housing Act 2004). The Right to Acquire is available to those who were not a customer of Sunderland City Council but were new customers of Sunderland Housing Group and now Gentoo.

10.2 Some customers will have the Preserved Right to Buy. This applies to those that were assured customers of Sunderland City Council before the stock

transfer commenced on 27 March 2001 and there has been no break in tenancy.

## **11.0 Succession – The Right to Succeed**

11.1 When a customer dies, their assured tenancy may be passed on to someone who has been living with the customer. Only assured customers have a statutory right to succeed and there is only one right of succession.

11.2 Any succession granted by Sunderland City Council when it owned the property will not be counted as such by Gentoo and therefore the customer will again have the right of succession. Therefore, any successions made before 27/03/01 will be disregarded.

11.3 An assignment on divorce or judicial separation under the Assignment by Virtue of Court Order under the Matrimonial Causes Act 1973, Matrimonial Homes Act 1983, Family Law Act 1996, Children Act 1989, Civil Partnership Act 2004, Matrimonial and Family Proceedings Act 1984 does not count as a succession. However, if the customer is a successor and they are ordered by the Court to transfer the tenancy to their spouse, the incoming spouse will also be classified as being a successor and therefore lose future rights.

11.4 Shorthold customers such as starter customers do not have the right to succeed.

Gentoo are not required by law or the Housing Regulator to grant shorthold customers the right of succession. The only exception to this is with a joint customer who will immediately succeed to the full tenancy on the death of the other joint customer.

11.5 Gentoo may also grant additional rights of succession to members of a customer's family who resided with the customer in the 12 months prior to their death. The family members who are granted this additional right are as follows:

- The customer's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, or niece
- A relationship by marriage (in-laws)
- A stepchild of a person is treated as his or her child

- Please note that foster children are not able to succeed
- 11.6 The family members who are granted this additional right must have fulfilled the conditions below:
- They must have occupied the customer's home as their principal residence for at least 12 months prior to the customer's death
  - They must notify Gentoo of their claim within six months of the customer's death and provide satisfactory evidence of their claim.
- 11.7 A child may be able to succeed to a tenancy – the child will have an equitable tenancy until they reach the age of 18 years old. The tenancy will be held in trust.
- 11.8 In cases where a person does not meet the statutory or contractual criteria for succession, Gentoo may at its discretion consider the grant of a periodic assured shorthold starter tenancy in exceptional circumstances only where a person would otherwise meet the qualifying criteria relating to succession. Any such allocation must be approved by a Head of Housing in line with the Allocations Policy. If a person wishes to appeal the decision they must do so in writing within 10 working days of receiving the decision. A Head of Housing not involved in the original decision will conduct the review and provide the person with the outcome of the appeal, in writing within 10 working days of receiving the appeal.
- 11.9 Where the grant of such a tenancy would result in over-occupation or under-occupation, a person will be made one offer of suitable alternative accommodation.
- 11.10 In all discretionary succession cases, a new assured shorthold starter tenancy agreement will be granted and there will be no further succession rights unless a statutory provision overrides this.

## **12.0 Mutual Exchange**

- 12.1 Gentoo assured customers have the right to exchange their assured tenancy with another assured customer within the Group, with another registered provider, or with a secure customer of a local authority.
- 12.2 There are two ways that a mutual exchange can take place:

- The Housing Act 1985 – Under this Act a mutual exchange will take place by assignment.
- The Localism Act 2011 – Under this Act a mutual exchange will take place by surrender and re-grant. (Fixed term tenancies only)

12.3 Gentoo reserve the right to withhold permission for a mutual exchange if any of the following discretionary grounds apply as set out by the Housing Act 1985:

- A Notice of Seeking Possession has been served on the customer proposing to exchange their tenancy.
- A Court Order is outstanding against the property.
- A Court action is pending for an order against the tenancy.
- Where the customer is subject to an Anti-social Behaviour Order or an Anti-social Behaviour Injunction, or if either is being applied for.
- The property would be substantially more extensive than is reasonably required.
- The extent of the property is not reasonably suitable to the needs of the proposed family.
- The property has been let to a customer who is an employee of any company within the Group, for the purposes of employment or is within the boundaries of a company building.
- The mutual exchange would conflict with our charitable objects.
- The request to exchange involves a property which has substantially different features from those of ordinary properties and has adaptations to suit and accommodate the needs of the residing customer. If the exchange does not make effective use of these adaptations, then the exchange may be refused.

12.4 In addition to the above grounds for refusal, Gentoo can refuse consent if the mutual exchange falls under the Localism Act 2011 and:

- The customer is in arrears
- The customer is otherwise in breach of a term of the tenancy agreement

12.5 Gentoo reserve the right to grant a mutual exchange subject to any reasonable conditions such as payment of outstanding rent, the remedying of any breach or performing any obligation of the customer agreement.

- 12.6 Where consent is granted subject to any reasonable condition, the 42 day time limit will be suspended and only resumed once conditions have been met by the customer. Each case will be considered individually on merit.
- 12.7 Gentoo are not required by the Regulator of Social Housing to grant contractual rights of assignment or mutual exchange to short-hold customers or those living in purpose built supported housing. Gentoo will only consider moving a starter customer in exceptional circumstances in line with the Allocations Policy.

## **13.0 Assignment**

- 13.1 It is possible for a customer to pass their tenancy to another person by Deed of Assignment. An assignment involves the legal transfer of a tenancy from one person to another.
- 13.2 There are only certain circumstances when an assignment can take place:
- In accordance with Section 92 of the Housing Act 1985 for mutual exchange. In this situation succession rights are not affected. (Please note a mutual exchange can occur more than once).
  - In pursuance of a Court Order under Section 24 of the Matrimonial Causes Act 1973, Matrimonial Homes Act 1983, Civil Partnership Act 2004, schedule 5, Matrimonial and Family Proceedings Act 1984, section 17(1) and Family Law Act 1996 or of Schedule 1 to the Children Act 1989 (Please note that succession rights are not lost in this situation)
  - To a person who will qualify as a successor had the customer died.
- 13.3 Gentoo can withhold consent to assign using the same reasons as mutual exchange as set out in Schedule 3 of the Housing Act 1985.
- 13.4 Where an assignment has taken place to a person who would have qualified as a successor, the one right to succession will be lost.

## **14. Improvements**

- 14.1 All Gentoo customers have the right to carry out improvements to their home. Customers are required to request permission from Gentoo in writing for any improvement as covered by our Improvement Procedure.

- 14.2 Gentoo cannot unreasonably withhold permission, however, has discretion over the types of improvements permitted due to considerations mainly in relation to health and safety / compliance and potential maintenance costs to Gentoo as a result of any improvements.
- 14.3 From October 2018, Gentoo stipulate that the customer is responsible for any ongoing maintenance of the improvement, and whether Gentoo would insist that the improvement is removed, and/or the original fixture/fitting is reinstated on termination of the tenancy.
- 14.4 Gentoo aim to complete all requests for improvements within 15 working days. However, where further investigation needs to be completed this could take longer and the customer will be kept informed of the progress.

## **15.0 Right to have a lodger**

- 15.1 The Gentoo Assured Tenancy (including assured Starter Tenancy) Agreements state that a customer has a right to take in lodgers providing the customer notifies Gentoo and does not make the property overcrowded.
- 15.2 For the purposes of this policy, a lodger is someone who will usually be staying as part of the household and sharing the customer's facilities. They will not have exclusive possession of any part of the property and they are not family members.

## **16.0 Right to sublet**

- 16.1 The Gentoo Assured Tenancy (including Starter Tenancy) Agreements state that customers have the right to sublet part of the property subject to prior written permission from Gentoo and under the condition that they do not make the property overcrowded.
- 16.2 Subletting without permission, and parting with possession through subletting the whole property is a criminal offence. The Group take a zero-tolerance approach and will deal with each instance of subletting on a case by case basis.

## **17.0 Abandonment**

17.1 Customers have an obligation to use their property as their only or principal home; if this obligation is broken the customer will lose their security of tenure. Where Gentoo have reason to believe a customer is not using their property as their only or principal home, a full investigation will be initiated to establish the reason for the customer's absence. Gentoo will take legal action where it is discovered that a customer is permanently absent from the property.

## **18.0 Unlawful occupation**

18.1 Gentoo has a zero-tolerance approach to squatting and unauthorised occupation in our properties, no matter what use is expected for the property in the future.

18.2 Gentoo will take immediate action to regain possession of a property that is unlawfully occupied.

## **19.0 Terminating tenancies**

19.1 Gentoo tenancies can end on a Sunday if you are leaving Gentoo and customers are required to give 4 weeks' notice in order to end their tenancy. Gentoo also operate Any Day Tenancies where customers can end their tenancy on any day of the week (Monday – Friday) as agreed by Gentoo. The 4-week notice period may not be possible where the customer has died, or where they are transferring to another Gentoo property. In these cases the notice period will be mutually agreed with the customer or representative.

## **20.0 Data Protection**

20.1 The privacy of customer information is taken very seriously and Gentoo is committed to taking all reasonable steps to process and protect any personal information that is provided to us by customers. This is in accordance with the Data Protection Act.

20.2 Gentoo will use the information customers provide to meet responsibilities and perform duties in the allocation and management of housing accommodation. On occasion information may be required sharing with third parties in order to fulfil these duties.

20.3 The information customers provide to Gentoo will be held on computer and paper-based systems, which may be used for the prevention and detection of

fraud or any other crime. Appropriate measures are in place to ensure the information that customers share is secure and only available to authorised staff.

- 20.4 Each customer can exercise their data protection rights by contacting the Data Protection Officer, further information can be found in the Privacy Statement on the Gentoo website and it is available in other formats on request.

## **21.0 Repairs and Maintenance**

- 21.1 Customers are responsible for notifying Gentoo as soon as they identify that a repair is needed. The Gentoo Tenants Handbook outlines which repairs are Gentoo's responsibility and which are the customer's responsibility. More information can also be found in the Repairs and Maintenance Policy.
- 21.2 Customers are responsible for reporting any potential gas leaks to Northern Gas Networks.
- 21.3 Customers must allow Gentoo access to the property to allow for the annual gas checks, electrical safety checks and/or water hygiene tests to be carried out. Failure to allow Gentoo access for these checks will be treated as a breach of tenancy and may result in legal action being taken against the customer.
- 21.4 Customers may have the right to claim compensation for improvements they have made to the property when they leave in line with our Repairs and Maintenance Policy. This right is only available to Gentoo assured transferring customers.
- 21.5 Only Gentoo assured transferring customers have the Right to Repair to ensure that urgent and minor repairs are carried out quickly if they affect their health, safety and security. Gentoo have procedures and processes in place detailing the Right to Repair.

## **22.0 Appeals**

- 22.1 Where a person is refused a succession, a mutual exchange, or an assignment, they have the right to appeal the decision. If they decide to appeal, they must do so within 21 days of receiving notification of the decision.
- 22.2 The review process must be completed within 8 weeks.

22.3 A person will not have the right to appeal where they are granted the right to succeed but their succession is being challenged on the basis that the property is too large for their needs and/or has been adapted for use by a disabled person.

22.4 All appeals will be carried out by a member of staff who was not involved in the original decision and who is senior to the member of staff who made the original decision.

## **23.0 Monitoring and Review**

23.1 The Policy will be fundamentally reviewed in 3 years' time by Housing, or in line with business need. The Executive Director of Housing is accountable for ensuring implementation of the Policy and Procedure effectively. There are inbuilt checks within the Tenancy Management procedures to ensure the Group can monitor processes are being followed.

23.2 Any proposed changes or recommended amendments to this Policy will be reported to the Executive Director of for comment and approval prior to implementation.

23.3 The Local Service Offers can be found in Appendix 1.

## **24.0 Policy Outcomes**

24.1 The policy aims to achieve the following outcomes:

- Create sustainable tenancies and communities by supporting customers and allowing persons who are eligible to succeed and assign
- Reduce the number of empty properties through tenancy sustainment
- Ensure all customers are treated fairly and consistently
- Customers are well informed about their rights and responsibilities and the consequences of any breach
- Properties are well managed and maintained
- Ensure a consistent approach is provided across all Gentoo neighbourhoods
- Provide support to those who need it in the beginning stages of their tenancy

## **25.0 Records**

25.1 Records relating to tenancy management are kept in the appropriate location this may include, MRI, Apex updates, Streetwise and relevant databases.

## **26.0 Vulnerable Customers**

26.1 It is important that vulnerability is considered throughout the approach to tenancy management. Gentoo will deliver a tenancy management service in line with the Vulnerability Policy and Procedure.

26.2 It is imperative that all staff check for User Defined Characteristics (UDCs) when delivering the tenancy management service to ensure the specific needs of each customer are considered throughout.

## **Appendix 1 – Regulation and Legislation**

### **The Policy takes into account the following Legislation:**

- Matrimonial Causes Act 1973
- Matrimonial Homes Act 1983
- Children Act 1989
- Family Law Act 1996
- Housing Act 1985
- Housing Act 1988
- Housing Act 1996
- Housing Act 2004
- Human Rights Act 1998
- Data Protection Act 2018
- Homelessness Act 2002
- Protection From Eviction Act 1977
- Criminal Law Act 1977
- The Prevention of Social Housing Fraud Act 2013
- Part 55 of the Civil Procedure Rules 1998
- Anti-Social Behaviour Act 2003
- Anti-social Behaviour, Crime and Policing Act 2014
- Domestic Abuse Act 2021

### **Regulator of Social Housing (RSH) Regulatory Framework:**

- The Tenancy Standard includes the following outcome which Gentoo must achieve:
  - ‘Registered Providers (RPs) shall 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. They shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.

- The RSH specific expectations with regard to tenure are:
  - RPs shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions.'
  - 'Where RPs use probationary tenancies, these shall be for a maximum of 12 months or a maximum of 18 months where reasons for extending the probationary period have been given and where the customer has the opportunity to request a review.

## Appendix 2 – Local Service Offers

Description	We will:	Customer Performance Indicators
<p><b>Tenancy Management</b> - to ensure you are aware of your rights and responsibilities in relation to your tenancy and appropriate management of those tenancies.</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Provide you with timely information specific to your tenancy</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> <i>We provide information via our website, social media channels, communal area notice boards, customer literature (i.e. leaflets, Customer Annual Report, etc.), information displayed in reception areas, staff including dedicated Neighbourhood Coordinators, etc. [insert link to relevant publications]</i></li> </ul>
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Offer advice and support to help you sustain your tenancy</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> <i>All our customers have a dedicated Neighbourhood Coordinator providing advice, support and practical help in relation to any of our services.</i></li> </ul>
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Be members of and actively promote a mutual exchange scheme</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> <i>Gentoo are members of a national mutual exchange scheme which is promoted to our customers online and in our customer literature (i.e. leaflets, Customer Annual Report, etc.) [insert link to relevant publications]</i></li> <li><input type="checkbox"/> Number of mutual exchanges completed</li> </ul>

## Version Control

Version	Reason	Issuer	Date
2.0	Amended format	Sarah Treadwell	12/3/18
2.1	Amended RTB discounts	Sarah Treadwell	13/4/18
2.2	Amends to succession and assignment flowcharts as per Alan D and Colin McC	Kirsty Collins	8/5/18
2.3	Amends to succession and assignment sections as per Alan Duffy	Sarah Treadwell	5/7/2018
2.4	Amends to improvements section	Sarah Treadwell	20/9/2018
2.5	Included new Improvements procedure	Sarah Treadwell	11/10/2018
2.6	Current draft version as procedure in the process of a review	Kirsty Collins	06/02/2019
2.7	Added in Gas Works procedure (pg138)	Alan Duffy	15/01/2019
2.8	Added word 'internal' in front of glass panel doors	Alan Duffy	31/01/2019
2.9	Separated Policy from Toolkit as part of policy review. Now two separate documents	Kirsty Collins	01/02/2019
2.10	Drafted new policy to be approved	Kirsty Collins	26/03/2019
3.0	New approved policy – now stand alone from procedures. The above amendments relate to the old document only	Kirsty Collins	01/04/2019
4.0	Amendments to dealing with customers who were owners, including shared ownership, at the start of their tenancy Inclusion of the Domestic Abuse Bill 2021 Amendments to succession and assignment relating to qualifying criteria and reasons for refusal.	Alan Duffy + Colin McCartney	21/05/2021
5.0	Amendment to succession and assignment relating to qualifying criteria and reasons for refusal – omitted in error from previous version	Alan Duffy	22/04/2022

6.0	Sections 21.4 and 21.5 have been updated to reflect the rights of assured transferring tenancies for compensation following improvements made and the right to repair. Minor amendments to 23.1 to remove Policy team and Business Assurance team references.	Colin McCartney	27 June 2022
6.1	Amendment to section 21.5, added the word “customers” after assured transferring.	Chloe Appleby	02/08/2022
6.2	Include additional legal acts in paragraphs 11.3 and 13.2	Steven Gordon	06/03/2023
6.3	Changes to titles, values and removal of welcome visit reference. Updated core purpose and vision and priorities	Vicky Gamblin Catherine Loftus	17/8/2023 31/09/23