

gentoo



Tenancy Policy

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For support and advice regarding the policy, please contact the Policy Owner. For queries on the policy register, please contact the Governance Team.

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Policy Statement

- Gentoo customers have a number of rights and responsibilities when they hold a tenancy with Gentoo as outlined in the relevant tenancy agreement.
- Gentoo will work to ensure that all customers are treated fairly and that due regard is given to current legislation, regulation and best practice.
- 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.
- Gentoo will consult with customers on any major changes planned which may affect the properties or neighbourhood.
- 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.
- The Tenancy Policy and Procedures will ensure that customers are treated as individuals and with fairness and respect.
- All staff will have regard to Gentoo's approach to customer care when delivering tenancy services.

Equity, Diversity, Inclusion and Belonging

- We are committed to the principles of equity, diversity, inclusion and belonging throughout the organisation and aim to:
 - Treat everyone equally, fairly, and with respect.
 - Provide fair and equitable outcomes for colleagues and customers.
 - Welcome and value difference and not tolerate discrimination, harassment or victimisation of any individual or groups.
 - Challenge the behaviour of those who do not uphold our values and go against our principles.

- Oppose and avoid all forms of unlawful discrimination. This includes pay and benefits, terms and conditions of employment, dealing with grievances and discipline, dismissal, redundancy, leave for parents, requests for flexible working, and selection for employment, promotion, training, or other developmental opportunities.
- We are committed to the principle of diversity and inclusion for all colleagues and customers, regardless of sex, race, religion or belief, age, marriage and civil partnership, pregnancy and maternity, sexual orientation, gender reassignment, or disability.
- This policy and the associated procedures (if applicable) will ensure that customers and colleagues are treated as individuals with fairness and respect. An Equality Assessment has been completed on this policy.

Scope, Escalation and Monitoring

Scope

- The scope of this policy covers Gentoo Group.
- This policy applies to:
 - General needs rented properties
 - Supported housing
 - Sheltered housing
 - Leasehold/Shared Ownership
 - Rent to Buy properties
 - Market rent properties (domestic)
 - Temporary accommodation
 - Communal areas, including those relating to Leasehold/Shared Ownership properties
 - Stock managed by Gentoo on behalf of a third party
 - Garages and outbuildings
 - Curtilage

Escalation

- Where the Board or a Committee has concerns about significant issues in any area of this policy, they must escalate these concerns to the Executive Director of Customer, People and Engagement.

- Where a colleague has concerns about significant issues in any area of this policy, they must escalate these concerns through their line management structure, and ultimately to the Executive Team.
- Where a colleague continues to have concerns about significant issues in any area of this policy, they should refer to the whistleblowing section within the Group's Working Professionally Policy, which can be found on the Policy Hub on the Gentoo Intranet.

Monitoring

- This policy will be reviewed every three years, unless business needs or legislative changes dictate that we review it before this time.
- This policy may be subject to an audit in line with the internal audit plan.
- This policy is a grade 2 and changes will need the approval of the Executive Team.

Core Purpose, Vision and Themes

- Our core purpose is to provide warm, safe and decent home for our customers of today and tomorrow.
- Our vision is to become the best provider of social homes in the country.
- 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.
- We live our values in everything we do from the boardroom to the front room, to deliver our priorities for our customers.
- We have identified six themes which will guide the delivery of our services and support the Group's vision and ambitions for the next 10 years.
 - The best provider of social homes in the country.
 - A housing provider that listens and sorts things out.
 - Helping our communities to thrive.
 - Achieving growth through partnerships and innovation.
 - A professional, caring, great place to work.

- Embracing modern technology and data.

Regulation and Legislation

- The Director of Customer will ensure this policy has regard to all legislation, regulation and best practice. The regulations and legislations applicable to this policy are:
 - 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
- The Regulator of Social Housing's Regulatory Framework sets out the following outcome in which Gentoo must achieve:
 - The Tenancy Standard - '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 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.

Roles and Responsibilities

- The key roles and responsibilities in Gentoo for this policy are set out below. If applicable, additional responsibilities for this policy are detailed in the relevant supporting procedures.

Role	Key responsibilities
Executive Director of Customer, People and Engagement	<ul style="list-style-type: none"> • The Executive Director of Customer, People and Engagement will ensure this policy has regard to all legislation, regulation and best practice.
Director of Customer	<ul style="list-style-type: none"> • The Director of Customer is accountable for ensuring this policy has regard to all legislation, regulation and best practice and for ensuring the implementation of this policy effectively. • The Director of Customer, is accountable for adequate resourcing and having effective processes in place to implement this policy.
Heads of Service	<ul style="list-style-type: none"> • The Heads of Service are responsible for the day to day delivery of this policy at a local level.
Housing Management Colleagues	<ul style="list-style-type: none"> • All housing management colleagues are responsible for familiarising themselves with this policy and associated procedure.

Definitions

- The following definitions are used for Garages throughout this policy:

Term	Definition
Integral/in-curtilage garages	<ul style="list-style-type: none"> • These are garages that are either integral to the property or situated within the boundary of a property. Customers with this facility have no separate garage tenancy agreement. • Gentoo is responsible for the maintenance of these garages. Customers who rent these garages will be given a Garage Tenancy Agreement.
Battery garages	<ul style="list-style-type: none"> • These are blocks of garages located on land owned by Gentoo. • Gentoo is responsible for the maintenance of these garages. Customers who rent these garages will be given a Garage Tenancy Agreement.
Site garages	<ul style="list-style-type: none"> • These are garages which have been built on a piece of land that is rented from Gentoo. In this case customers rent the land from Gentoo but are responsible for the construction, maintenance and upkeep of the garage. Customers who rent these garages will be given a Site Tenancy Agreement.
Car spaces	<ul style="list-style-type: none"> • These are spaces adjacent some multi storey blocks of properties across parts of the City and locations such as River Quarter, Sunderland where an agreement is in place for a customer or owner to pay rent for the car park space.

Associated Procedures and Processes

- Tenancy Management Procedure.
- Allocations Procedure.
- Affordable Rent Procedure.
- Improvement Procedure.
- Right to Repair Procedure.

- Garage Rent Recovery Procedure.
- Tenancy Fraud Toolkit.
- Garage Toolkit.
- These Procedures and Toolkits are stored by the Housing Team. Please contact the Head of Neighbourhoods or Director of Customer for further information.

Policy Outcomes

- 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.

Policy Detail

Tenancy Strategies

- Where available, we take account of local authority tenancy or housing strategies to help us meet the needs of local communities whilst delivering the right outcomes for our customers. In producing this policy, we have consulted with the local authorities where we have homes.

Gentoo Tenancies

- We offer a wide range of tenancy types, to meet our charitable objects and to promote greater choice to existing and potential customers. Prior to a property being made available Gentoo decides which tenancy type is appropriate based on a number of factors, including the current housing market and individual household needs.

Social Housing Tenancies (Assured Tenancies)

- We have social housing stock of around 29,000 properties, the vast majority of which are located in Sunderland. These tenancies are let on a lifetime basis in accordance with our Allocations Policy and Procedures. They are subject to a 12-month probationary ‘starter’ period.
- For social stock, Gentoo operates a Banding System for Allocations. The Banding System is based on people’s housing need and circumstances. This incorporates our Nominations Agreement with Sunderland City Council, Middlesbrough Council, and South Tyneside Council in assisting them in discharging their statutory and contractual housing duties. Our nominations agreements with Durham County Council and Northumberland Council see our stock in these areas allocated through their respective banding systems for Allocations.
- Some properties may be directly let to customers in exceptional circumstances, see Allocations Policy for further detail. All other properties are advertised on Gentoo’s homepage **www.gentoo.com**.
- For further details of the Gentoo Allocations Scheme, please contact your local Housing Office or the Gentoo homepage **www.gentoo.com**.
- Our Assured Tenancies enjoy several rights and responsibilities e.g. right to succeed, for more information please refer to the Tenant’s Handbook that is available on the Gentoo homepage **www.gentoo.com**.
- Our Tenancy Agreements state the rent and any charges applicable, such as service charges. These will be increased and decreased in line with our Rent Setting policy.

Social Housing (Assured ‘Shorthold’ Starter Tenancies)

- As part of Gentoo’s drive to support our customers to sustain their tenancies, we have permission from our regulator to use Assured Shorthold ‘Starter’ Tenancies. The adoption of Starter Tenancies has been agreed with our regulator, our customers and the Local Authority.
- Starter Tenancies are issued to customers who are new to Gentoo Group and last for a fixed period of one year, although in certain circumstances this may be extended for up to a maximum of a further 6 months. This includes customers who have transferred from another Council or Housing Association.
- Customers who are re-housed through transferring within Gentoo will retain their former tenancy status and will not be signed to a Starter tenancy. This also applies to Supported Housing Customers (i.e. Small Group Homes), in line with regulatory guidance and good practice.
- Our Assured ‘Shorthold’ Starter Tenancies enjoy the same rights except:

- Right to succeed (unless the surviving occupant is a spouse, and therefore does not have to prove 12 month's occupancy)
- Right to exchange their home
- Right to purchase their home
- Right to Compensation for Improvements
- Starter Tenancies do not have the Right to Assign, however Gentoo may grant this Right in exceptional circumstances, for example domestic abuse. Legally, starter customers do not have the right to make improvements, however Gentoo extend these rights to starter customers as a matter of good practice and to recognise that we welcome people investing in their homes.
- Shorthold Tenancies do not have the same security of tenure as with an assured tenancy because the tenancy can be terminated at the end of the fixed term period without establishing one of the grounds for possession set out in Schedule 2 to the Housing Act 1988. However, Gentoo will only seek to terminate the tenancy in this way where there is anti-social behaviour and/or persistent rent arrears. Should there be other serious tenancy breaches, we may make an application for possession in the same way as with any other Assured tenancy.
- After the year has ended, provided there are no ASB issues or outstanding rent arrears, the tenancy will automatically convert to an Assured Tenancy, giving the tenant extra rights. If the tenancy has not been conducted responsibly, Gentoo can act as above, including extending the tenancy once for a further period, or to end the tenancy within the first year, as a last resort.
- Our Tenancy Agreements state the rent and any charges applicable e.g. service charges. These will be increased and decreased in line with our Rent Setting Policy.
- Customers who are re-housed through transferring with Gentoo will retain their former tenancy status and will not be signed to a Starter tenancy. Customers who are fleeing Domestic Abuse will retain their former tenancy status. This also applies to Supported Housing Customers (i.e. Small Group Homes), in line with regulatory guidance and good practice.

Affordable Rented Tenancies (Assured Tenancies)

- Gentoo has agreed to let some of our properties as Assured 'Affordable Rent' Tenancies as part of the terms for funding new homes via the appropriate grant regime. This means that Gentoo have agreed to let a proportion of our properties at rent levels of up to 80% of local market rent. The extra uplift from the higher levels of rents will help Gentoo to fund the development of further new homes.

- All Gentoo new build homes will be let on an Affordable Rented basis, together with a proportion of our social housing stock that was converted to an affordable rent regime as part of previous grant funding requirements. They will be granted via our Banding Allocations system as stated above or through exceptional circumstances as per our Allocations Policy. The Affordable Rented Tenancies will be granted on the following terms:
 - They will be Assured Tenancies, fixed for a lifetime, in order to offer security and stability.
 - They will be subject to the 12-month probationary ‘starter’ period.
 - They will enjoy the same rights and responsibilities as our Assured Shorthold and Assured Tenancies. For further details please see the Tenant’s Handbook available online at www.gentoo.com or at your local Housing Office.
 - Once set, the rent level will increase or decrease in line with regulation while the tenancy continues. The rent level will be reviewed in line with the Gentoo Rent Setting Policy and affordable rented procedure when an affordable rented tenancy ends. A property let at an affordable rent cannot be switched back to social rent levels.

Decants

- Where customers move to alternative accommodation during any redevelopment or other works in agreement with us, we will give them a tenancy with no less security of tenure on their return to settled accommodation (please refer to Decant Policy).

Rent to Buy Tenancies (Assured Shorthold Tenancies)

- These are let for a maximum of 5 years at rents above those of social rent but below market rents, currently set at intermediate rent levels which are 80% of market rent. This is to help people to save for a deposit on the property. These will be granted on an Assured Shorthold Starter basis, for an agreed period of not less than 6 months and are subject to a front-end affordability check.
- Gentoo will advertise these properties as Gentoo ‘Rent to buy’ properties, any person may apply for these properties and they are let on a ‘first come, first served’ basis. During that time period, the occupant(s) have the option to buy the property. At the end of the time period, the occupier either buys the property or leaves the property.

Market Rented Tenancies (Assured Shorthold Tenancies)

- Market rent is defined as the amount of rent that can be expected for the use of a property, in comparison with similar properties in the same area. These tenancies will be granted on an Assured Shorthold basis, for a period of not less than 6 months and are subject to a front-end affordability check. At the end of the fixed term period the tenancy will be a periodic tenancy and will continue until terminated. Termination of these tenancies will be as set out in the Tenancy Agreement.
- Gentoo manage these properties and as such will advertise them as 'Market Rent' properties, any person may apply for these properties and they are let on a 'first come, first served' basis. The rent and any applicable charges are reviewed annually to ensure that any long-term lets are not falling below market rent levels for the location/type of property and are reviewed again at each re-let of the property.

Licenses

- We offer licenses in our specialist supported accommodation for young people (Holmewood) and also in some of our partner supported properties. The licenses, in our supported accommodation for young people, are for 16-21-year old's who have come through the Sunderland young person pathway, called 'The Gateway'. A joint pathway meeting decides which supported accommodation can best meet the needs of the young person, looking at needs, risk assessment and current mix of occupants.
- We have agreements in place with several partners who offer support to vulnerable people in the city. These agreements allow the support provider to rent the property directly from us and they then house vulnerable people in need of support into the property and provide them with a support package. The managing agent for the property provides a licence agreement to their tenant.
- Examples of agreements we have in place are with Leaving Care Services in Sunderland, Mears, Sunderland Care & Support, Sunderland Housing Options Team, amongst others. The aim is that good quality accommodation is provided for vulnerable people in the City who need security and support and to provide them with a stepping-stone in enabling them to live independently.

Vulnerable Customers

- As part of the Group's vision to build strong communities and our commitment to the Equality Act 2010, we will work to ensure that every one of our customers can access our services and sustain their tenancy. We realise that some vulnerable members of our community may require additional support and interventions, please refer to the Vulnerability Policy for more information.

- We will support customers to remain in their homes and live as independently as possible and are committed to ensuring that every opportunity has been provided to support them in their tenancies. We consider the needs of those households who are vulnerable by reason of age, disability or illness, and households with children. We offer specialist older persons' housing and have several sheltered housing and extra care schemes which provide support dependent on individual needs. We also have a range of adapted properties for people with disabilities where available and where appropriate.

Lodgers and Sub-Letting

- Our Gentoo Assured Tenancy (this also includes Assured Starter Tenancies) Agreements state that a customer has a right to take in lodgers providing the customer notifies us and does not make the property overcrowded. Permission is not required to take in a lodger.
- Our Gentoo Assured Tenancy (this also includes assured Starter Tenancies) states that customers have the Right to sublet **PART** of the property provided they obtain prior written permission from us and they do not make the property overcrowded.

Transferring Tenancies for Existing Customers (Assured Tenancies)

- We have the following options available to those existing social customers (Gentoo or from another Registered Provider or local authority), who wish to move:
 - **Allocations Scheme** - Existing customers may choose to move and apply through Gentoo's housing register. They will sign up to a new tenancy on the terms and conditions applicable to the property being made available. For example, if an Existing Assured social tenant chooses to move to an 'Affordable rented' option, they will be bound by the terms and conditions of the applicable affordable rented Tenancy Agreement and rent levels. Further information can be found in our Allocations Policy together with details of any restrictions that apply to transferring customers.
 - **Mutual Exchange** – Gentoo subscribe to an Internet Based Mutual Exchange system and provide customers with support to exchange their property with other customers both regionally and nationally. Our assured customers have the right to exchange their tenancy with another assured tenant within the Group, or of another Registered Provider, or with a secure customers of a local authority.
 - **Under Occupation** – Gentoo operates an Under Occupation Policy. This aims to make best use of stock and maximise customer income. We will

engage with the customer on an individual basis to discuss their specific requirements and provide advice and support as to their housing options.

- For further details, please contact your local Housing Office.

Suspensions Policy

- Gentoo operates a Suspensions Policy under which customers can have their application suspended. Some examples of reasons applicants could be suspended include:
 - Unacceptable Behaviour
 - Breach of tenancy and covenant, for example non-payment of full rent.
- If an application is suspended, the applicant will not be able to express an interest in Gentoo properties and will not be offered a Gentoo tenancy until their suspension is lifted. A customer will be able to appeal against this suspension, see the Suspensions Policy for further information.

Access to Housing (Local Authority)

- Local Authorities provide free, confidential and impartial advice for people in housing need. This covers issues such as:
 - Homelessness
 - Statutory overcrowding
 - Unfit properties, medical needs, domestic abuse, severe harassment (non-Gentoo customers)
- The Local Authority will work to try and assist customers to find alternative solutions in a managed and sustainable way.

Sign Up

- Following the allocations process (refer to Allocations Policy), the customer will be issued a tenancy agreement which they must sign.
- 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 (see detail above).
- 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.

- Customers who are re-housed via transfer within Gentoo will retain their former customer status and will not be signed up to a Starter Tenancy.
- 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.
- Gentoo may only vary the terms of our tenancy agreements in compliance with Sections 102 and 103 of the Housing Act 1985.
- 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.

Starter Tenancies

- Gentoo use Starter Tenancies as part of the Group's drive to support customers to sustain their tenancies.
- 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.
- 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.
- 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.

Tenancy Fraud

- 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.

Right to Rent

- 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.

The Right to Acquire and the Preserved Right to Buy

- 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.
- 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.

Succession – The Right to Succeed

- 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.
- 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.
- 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.
- 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.
- 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
- 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.
- 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.
- 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.
- 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.
- 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.

Mutual Exchange

- 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.
- 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).
- 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.
- 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.
- 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.
- 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.
- 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.

Assignment

- 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.
- 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.
- Gentoo can withhold consent to assign using the same reasons as mutual exchange as set out in Schedule 3 of the Housing Act 1985.
- Where an assignment has taken place to a person who would have qualified as a successor, the one right to succession will be lost.

Improvements

- 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.
- 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.
- 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.
- 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.

Right to Have a Lodger

- 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.
- 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.

Right to Sublet

- 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.
- 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.

Abandonment

- 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.

Unlawful Occupation

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

Terminating Tenancies

- 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.

Data Protection

- 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.
- 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.
- 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.
- 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.

Repairs and Maintenance

- 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.
- Customers are responsible for reporting any potential gas leaks to Northern Gas Networks.
- 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.
- 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.
- 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.

Appeals

- 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.
- The review process must be completed within 8 weeks.
- 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.
- 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. All records relating to appeals are stored on MRI Housing.

Applications for Garages

- Applications for garages should be made using the standardised garage application form which can be accessed by the Gentoo website or obtained from any Gentoo housing office.

Allocation of Garages

- Anyone can apply for a Gentoo garage. Priority in the allocation of garages is given to current Gentoo customers before other applicants.
- Allocations are made according to date of application.
- Applications for a Gentoo garage will not be registered on the waiting list whilst rent arrears against any current or previous tenancy or any other debt with Gentoo exists. Consideration will also be made if any applicant has current tenancy breaches, former tenant arrears or chargeable repair debt. Applicants will be considered for a garage once all monies owed, or any other issue has been resolved. The local area will assess each case on an individual basis.

Garage Rent

- Rent for the garage is payable weekly and is non rebatable through housing benefit or the housing element of Universal Credit. Customers will be advised and recommended to sign up for paying their rent by direct debit or standing order which will be a more convenient and easier way to make the rent payments. The customer will be advised that where rent is paid at an interval other than weekly it must be paid in advance to prevent the accrual of arrears.
- The current range of charges for the either a garage or a car parking space can be found on Gentoo Groups website www.gentooogroup.com/garages.

- Garage rents are decided annually through the rent setting plan which is approved by Group Board.
- Garage rents will also have an increase in April each year which will reflect any refurbishment, and improvement works completed to garages during the year.
- The policy for Brick built (battery garages), site and car spaces will increase in line with guideline rent increase levels i.e., CPI + 1%.
- If the tenant falls into arrears, action will commence and the Garage Rent Recovery Procedure will be followed.

Use of the Garage

- The garage must be used for the purpose of garaging your own private motor vehicle or for the storage of goods. The garage must not be used for any other purpose.
- If the garage is to be used for the storage of goods the tenant must comply with the restrictions placed within the agreement, all relevant health and safety regulations and applicable planning control. Gentoo may withdraw its consent for the storage of goods at its discretion by giving written notice.

Responsibilities of Customers

- Garage customers have certain responsibilities which are listed in the Garage Toolkit, if the terms of the tenancy are broken Gentoo has the right to end the tenancy by serving a Notice to Quit. After the expiry of this notice Gentoo will take back possession of the garage. Gentoo can make additional charges for any necessary lock changes or other works such as the removal of goods and items left in the garage.
- In addition Gentoo reserve the right to serve a Notice and take back possession of the garage if the garage site is required by the Group for redevelopment purposes.

Management and Repairs of Garage

- Gentoo is responsible for keeping integral/in curtilage and battery garages in a good state of repair. Each repair will have a priority allocated to it which reflects its degree of urgency.
- Customers must report repairs promptly and these can be reported through telephone, in person, email and online.
- With regard to emergency repairs, Gentoo may only be able to 'make safe' or do a temporary repair until a timeframe has been established to complete the full repair work.

- Gentoo will undertake the repairing of the garage including the roof, main walls, doors, lock, and outside paintwork, unless the repairs are because of carelessness, misuse, or neglect. Paintwork and certain brickwork repairs are likely to be completed through a program as opposed to reactive maintenance.
- Should investment plan or demolition works be required to any garage (including battery and site garages) customers will be responsible, at their own cost, to empty the garage of all items (including rubbish) prior to any investment plan works commencing, including the termination of the garage tenancy.
- Gentoo reserve the right to inspect the garage at any time and customers must allow access to carry out inspections as and when required.
- If a battery garage is deemed unsafe, Gentoo will look for a suitable alternative garage for the tenant and terminate the tenancy. The rent will be frozen until a suitable alternative garage is identified.

Ending the Garage Tenancy

- To end a garage tenancy, customers must give one week's written notice. The garage tenancy ends on a Monday and all keys must be handed in to the local office by 12 noon. The garage must be left in a good state of repair with fixtures and fittings intact and any rent owed paid in full. All rubbish or belongings must be removed from the premises before vacating the garage or the tenant can be charged for their removal.

Site Garages

- Gentoo (from April 2022) will not accept any new applications for site garages to be constructed on land owned by Gentoo, which includes an existing site plot on the land. Gentoo will not permit any construction if a site garage on land owned by Gentoo.
- Customers currently renting site garages are responsible for the maintenance, repair and upkeep of the garage. If the site garage is not of sound construction e.g., no doors or other sections are damaged or missing from the garage, then it is the responsibility of Gentoo to contact the customer and advise them to rectify the issue.
- The customers will pay rent on the site garage on a weekly basis, or in advance if they want to pay at longer intervals.
- The customers must remove the site garage construction and make the site good following termination of the tenancy or the expiry of a Notice to Quit. Gentoo will inspect the site and should the site garage fail to be removed Gentoo may then remove the site garage construction and charge the tenant for the full works. Should

the site garage remain, an assessment needs to be made by the Property/Asset team concerning the condition of the garage which will remain empty until a decision has been made concerning its removal.

Appendix A - Local Service Offers

Description	We will	Customer Performance Indicators
Tenancy Management - to ensure you are aware of your rights and responsibilities in relation to your tenancy and appropriate management of those tenancies.	<ul style="list-style-type: none"> Provide you with timely information specific to your tenancy. 	<ul style="list-style-type: none"> 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.
	<ul style="list-style-type: none"> Offer advice and support to help you sustain your tenancy. 	<ul style="list-style-type: none"> 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.) Number of mutual exchanges completed

Version Control

- The version control log should be updated as and when the policy is amended using the structure below.

Version history			
Version	Amendment details	Date	Revised by
2.0	Amended format	12 March 2018	Sarah Treadwell
2.1	Amended RTB discounts	13 April 2018	Sarah Treadwell

2.2	Amends to succession and assignment flowcharts as per Alan D and Colin McC.	8 May 2018	Kirsty Collins
2.3	As above	5 July 2018	Sarah Treadwell
2.4	Amends to improvements section	20 September 2018	Sarah Treadwell
2.5	Included new Improvements Procedure	11 October 2018	Sarah Treadwell
2.6	Current draft version as procedure in the process of a review	6 January 2019	Kirsty Collins
2.7	Added in Gas Works procedure (pg138)	15 January 2019	Alan Duffy
2.8	Added word 'internal' in front of glass panel doors	31 January 2019	Alan Duffy
2.9	Separated Policy from Toolkit as part of policy review. Now two separate documents	1 February 2019	Kirsty Collins
2.10	Drafted new policy to be approved	26 March 2019	Kirsty Collins
3.0	New approved policy – now stand alone from procedures. The above amendments relate to the old document only	1 April 2019	Kirsty Collins
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.	21 May 2021	Alan Duffy and Colin McCartney
5.0	Amendment to succession and assignment relating to qualifying criteria and reasons for refusal – omitted in error from previous version	22 April 2022	Alan Duffy

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.	27 June 2022	Colin McCartney
6.1	Amendment to section 21.5, added the word “customers” after assured transferring.	2 August 2022	Alan Duffy
6.2	Include additional legal acts in paragraphs 11.3 and 13.2	6 March 2023	Colin McCartney
6.3	Changes to titles, values and removal of welcome visit reference. Updated core purpose and vision and priorities	17 August 2023/ 31 September 2023	Chloe Appleby
6.4	Amendment to the review date to coincide with the Renters Reform Bill.	29 May 2025	Steven Gordon
6.5	Incorporated one Tenancy Policy which amalgamates the Tenancy Policy, Tenancy Management Policy & Garage Policy into one.	15 December 2025	Vicky Gamblin
7.0	Approved by the Executive Team	26 February 2026	Chloe Appleby