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1. Introduction and Context

1.1 Purpose and Objectives

Lewisham Council is committed to ensuring that everyone in our borough has a safe, stable and genuinely affordable home where they can live an independent and prosperous life.

We believe that lifetime tenancies help us to achieve this aim by providing security and peace of mind to our tenants. This policy sets out the types of tenancies we will grant, and the circumstances in which we will grant them.

It is being introduced to provide clarity to current and potential residents, and to comply with the Regulator of Social Housing's Tenancy Standard. It will be accompanied by a tenancy strategy, after consultation with Registered Providers of Social Housing operating in Lewisham.

1.2 Scope, exclusions, and policy framework

This policy sets out the approach to issuing new tenancies by the Council to the residential housing stock which is owned and managed by the Council.

This policy does not cover:

- tenancies issued by other Registered Providers of Social Housing (Housing Associations) operating in Lewisham,
- temporary decants provided to existing Council tenants (for example, due to major repairs, refurbishment or modernisation works),
- leaseholders, freeholders, and shared owners.
- Current tenants of the Lewisham Homes Legacy Company (these tenants will hold an Assured Shorthold Tenancy).



This policy works in conjunction with our other tenancy management policies, in particular our Assignment of Tenancy, Succession, Temporary Relocation [Decanting], and Allocations Policies.

2. Tenancies we offer

2.1 Introductory Tenancies

New tenants will be offered an Introductory Tenancy. This tenancy will last for a trial period of 12 months. At the end of this 12 month trial period, the tenancy will automatically become a secure tenancy, unless we have:

- served the tenant with notice to extend the trial period by a further six months, in which case the introductory tenancy will continue; or,
- served the tenant with a section 128 'Notice of Proceedings for Possession' (NOPP).

We will usually seek to extend an introductory tenancy if we are concerned about breaches of tenancy (such as ASB), or if there is a significant level of rent arrears. Only one extension is permitted. An extended introductory tenancy will convert to a secure tenancy 18 months after the tenancy start date, unless we have served the tenant with a NOPP.

Where a NOPP has been served, an introductory tenant has the right to request a review of this decision within 14 calendar days, including evidence of any factors which would have significantly affected their ability to understand or resolve issues in relation to paying their rent / complying with their tenancy conditions. This review will be conducted by the relevant Manager / Team Leader.

2.2 Secure tenancies

A Secure tenancy is a lifetime tenancy, meaning it cannot expire and can only be ended if the tenant breaches their tenancy conditions or in circumstances specified in the Housing Act 1985.

Secure tenants can:

- Exchange homes with another tenant via mutual exchange (subject to our Assignment policy);
- Use Right to Buy to purchase their home (subject to our Right to Buy policy);
- Make improvements and alterations to their home (subject to our Alterations and Improvements policy);
- Have lodgers or sublet part of their home (subject to our Lodgers and Subtenants policy).

Secure tenancies will be granted to:

- New tenants who have successfully completed their introductory tenancy. (As detailed above, Introductory Tenancies automatically convert to Secure



Tenancies upon successful completion, this does not involve issuing a new tenancy agreement).

- Existing secure tenants transferring to another social housing tenancy through Find Your Home.

Secure tenancies may be sole or joint tenancies – see pa. 3.

2.3 Non-secure tenancies

In some cases, we will use our own housing stock as temporary accommodation for households to whom we owe a homelessness duty. In these cases, we will use non-secure tenancies or license agreements. Decant agreements are also issued as non-secure tenancies.

2.4 Use of other tenancy types

We will no longer seek tenancy demotions in cases of Antisocial Behaviour. This anticipates the forthcoming [at time of writing] abolition of demoted tenancies under the Renters Rights Bill.

We do not provide 'fixed term' Flexible Tenancies, in line with our commitment to providing our tenants with a stable home.

We do not issue service tenancies or service occupancy agreements.

3. Ending a tenancy

3.1 When a resident ends their tenancy

Where a resident wishes to end their tenancy, they should refer to their tenancy agreement. Secure tenants are required to provide four weeks' notice to quit in writing or complete a 'vacation notice' and allow us access to inspect their home within this four week period. Exceptions apply for moves via Find Your Home and deaths of a tenant.

3.2 When the Council ends a tenancy

We will support tenants to remain in their homes, including offering appropriate information and assistance to help them meet their tenancy conditions.

A tenancy can only be brought to an end in specific ways and we have clear procedures for terminating a tenancy. We see eviction as the last resort and only seek possession where it is proportionate to the case, and when we have exhausted non-enforcement measures as set out in the relevant policies and procedures.



4. Joint tenancies

4.1 Creating a joint tenancy

Tenants with a secure tenancy may wish to add another person to their tenancy agreement, creating a 'joint tenancy' where both people are jointly responsible for following their tenancy conditions. This is different to simply adding another person as a household member.

We are not obligated to create a joint tenancy. We will only allocate a joint tenancy to two people – usually an applicant and their partner, who must have been living in the property for at least 12 months.

Tenants should be aware of the potential drawbacks of creating a joint tenancy, including:

- Potential limitations to succession rights – please refer to our Succession Policy and your tenancy agreement.
- Less security for the original tenant as either joint tenant can choose to end the tenancy on behalf of both tenants – it does not need the consent of both.
- A breach by one tenant is the responsibility of both, and any notices served on one applies to both.
- Entitlement to housing benefit/universal credit may be affected – if joint tenants are not recognised as a couple under DWP rules, benefits may only be paid for part of the rent.

We will consider each application on its own merits, taking into account whether the current tenancy has been conducted satisfactorily, that both parties meet the required criteria, and whether there are safeguarding concerns.

4.2 Reverting a joint tenancy to a sole tenancy

In some cases, tenants may wish for their joint tenancy to become a sole tenancy. This will most often be due to a relationship breakdown, or one tenant no longer living at the property.

Where we receive a request to remove one tenant from a joint tenancy (reverting it to a sole tenancy), we will only fulfil this request with the other tenant's agreement, or a court order.

If one joint tenant dies, the tenancy will automatically be passed to the remaining joint tenant.

For further information, see our Assignment and Succession policies.

4.3 Ending a joint tenancy



Either joint tenant may choose to end the tenancy on behalf of both tenants – it does not need the consent of both.

Tenants wishing to end a joint tenancy without the agreement of the other joint tenant should seek advice from the Council beforehand and may wish to seek advice from independent agencies.

If you are suffering from domestic abuse we will work with you to try to identify the best solution for you. This may include giving you support to remain in your current home and excluding the perpetrator.

5. Preventing Fraud

Tenants and prospective tenants must tell the truth when they are granted a Council tenancy, when they seek to assign the tenancy or otherwise seek to make changes to it. Any failure to include relevant information, to hide material facts or to attempt to obtain housing through false information will be treated as fraud.

Tenants must occupy the property as their main home and must not abandon the property or sublet the whole property (see our Lodgers and Subtenants Policy).

The Council treats housing fraud seriously and will take legal action against residents found to have committed fraud, which may include ending their tenancy and taking criminal or civil court action.

6. Legislation and Regulation

This policy complies with the Regulator of Social Housing's Tenancy Standard, which requires us to *"publish clear and accessible policies which outline [our] approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud"* [pa. 2.3.1].

This policy works within the legislative framework provided by the following Acts (this list is not exhaustive):

- The Housing Act 1985, 1988, 1996 (as amended)
- The Landlord and Tenant Act 1985
- The Housing and Planning Act 2016
- The Localism Act 2011.

7. Equality, Diversity, and Inclusion

An Equality Analysis Assessment (EAA) was conducted for this policy while it was being developed. There was no impact on any protected characteristic as this is not a change of policy position, but a verification of existing law and contract, and



contributes to tenancy sustainment by clearly setting out what tenants must do to keep within these requirements.

8. Communication and Consultation

Complaints regarding the application or handling of this policy will be managed in accord with our Housing complaints policy.

This policy will be available on our website and a printed copy can be made available to residents upon request.

9. Reviewing this policy

Amendments to this policy not reflecting a major change of policy may be made by the Executive Director for Housing in consultation with the Director of Law and Corporate Governance. Such changes will be reported to Members annually.

New: Tenancy Policy 2025 (v 1.0)	
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Approved by: Mayor and Cabinet	
Policy owner: Director of Housing Resident Engagement and Services	