



Tenancy Management Policy

2025

This policy was produced in 2025 and is version 2.00

This policy was adopted by Cabinet on xxxx

MDH will review this Policy every 5 years and as required to address legislative, regulatory, best practice or operational issues. However the Head of Housing and Health is given delegated authority to make minor amendments to the Policy as required by legislative changes, formal guidance or local operational considerations.

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1 Introduction

- 1.1 Mid Devon Housing (MDH) Tenancy Management Policy sets out our approach to providing an efficient and effective tenancy management service to our tenants.
- 1.2 Registered providers are required to publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud, and set out:
 - (a) The type of tenancies they will grant.
 - (b) Where they grant tenancies for a fixed term, the length of those terms.
 - (c) The circumstances in which they will grant tenancies of a particular type.

2 Aims and Objectives

Aims

- 2.1 The aims of this policy are to set out how MDH will manage tenancies in respect of:
 - Putting people and families at the heart of everything we do;
 - The types and lengths of tenancies MDH will offer;
 - The circumstances which determine the type of tenancy that will be offered;
 - How a tenancy can be brought to an end;
 - Changes to tenancies and;
 - MDH approach's to tenancy management, tackling tenancy fraud and tenancy sustainment.

Objective

- 2.2 The objectives of this policy is to provide tenants with MDH's approach to managing tenancies from the point at which a tenancy is granted, through to the point it ends and the key stages during its lifespan.

3 Legal Framework and Context

- 3.1 Under the Tenancy Standard, the Regulator of Social Housing (RSH) requires all registered providers to publish a policy setting out the types of tenancy that will be offered and key aspects of how these tenancies will be managed. See types of tenancies in section 4.

- 3.2 The Regulator of Social Housing regard councillors as responsible for ensuring that providers' businesses are managed effectively and that providers comply with all regulatory requirements.
- 3.3 Social Housing (Regulation) Act has impacted the regulatory framework for social housing and introduces a new proactive, consumer regulation regime focussed on meeting the needs of tenants. One aim of the legislation and regime is to ensure that providers of social housing, such as the Council, keep its properties and estates safe and clean.
- 3.4 As part of the new consumer regulation regime, from April 2023, the RSH introduced a series of 22 mandatory Tenant Satisfaction Measures (TSMs) creating a new system for assessing how well social housing landlords in England are doing at providing good quality homes and services. These measure include those applicable directly to building safety as well as those based on tenant perception surveys setting out tenants views on our performance which will include responsible tenancy management.
- 3.5 The TSM measures under tenancy management include:
- TP01 – Satisfaction with the service provided by the landlord
 - TP06 – Satisfaction that the landlord listens to tenant views and acts upon them
 - TP07 – Satisfaction that the landlord keeps tenants informed about things that matter to them
 - TP08 – Agreement that the landlord treats tenants fairly and with respect
 - TP09 - Satisfaction with the landlord's approach to handling of complaints
- 3.6 This policy should be read in conjunction with:
- MDH Tenancy Agreement
 - MDH Tenancy Strategy
 - MDH Allocations Policy
 - MDH Anti-Social Behaviour Policy
 - MDH Income Management Policy
 - Devon Home Choice Policy
 - MDH Rechargeable Repairs Policy

4 Types of Tenancy

Introductory Tenancies

- 4.1 An introductory tenancy is a fixed term tenancy for 12 months. This can be extended by a further 6 months at the discretion of MDH. No further extensions are permitted.

- 4.2 The terms and conditions of an introductory tenancy are broadly the same as a secure tenancy, apart from some key exceptions. Please see supplement 1.
- 4.3 All prospective tenants are informed before their sign up if they are being offered an introductory tenancy and they will have had a draft copy of the agreement, sent in advance of their sign up.
- 4.4 A tenancy review will take place at around 6 weeks from the tenancy start date. This can be done over the phone or via a home visit (where there has been additional support needs flagged) to ensure that the tenant is managing their tenancy, able to maintain their home and that all other aspects of the tenancy are being met.
- 4.5 If additional needs are identified at the 6 week check, the officer will facilitate appropriate support, or signpost to a support agency, to ensure that the tenant is given every opportunity to maintain their introductory tenancy.
- 4.6 At the end of the 12 month period, an introductory tenancy will automatically convert to a secure tenancy. The only exceptions to this would be when a decision has been made to extend the tenancy, or MDH are seeking possession of the property.
- 4.7 MDH may extend the introductory tenancy by a further 6 months, if there is any breach of the tenancy conditions, set out in their agreements. Tenants have the right to request a review of this decision.
- 4.8 MDH may decide not to allow an introductory tenancy to convert and the tenant will be required to move out. Tenants have the right to have this decisions reviewed by the Operations Manager for Housing Services.
- 4.9 Introductory tenancies can be brought to an end more easily than secure tenancies. As long as MDH have followed the correct processes, a court must grant possession to MDH.
- 4.10 Introductory tenancies will not be used where:
- Someone is a secure tenant of a local authority immediately before the offer of accommodation, or a secure or assured tenant of a housing association; or
 - Where a secure tenancy is being assigned, including by way of a mutual exchange and;
 - In exceptional circumstances, where it would not be appropriate to grant an Introductory Tenancy, MDH will grant a Secure Tenancy.

Secure Tenancies

- 4.11 A secure tenancy is a lifetime tenancy, meaning it cannot expire and can only be brought to an end if one of the following occur:

- the tenant serves a valid Notice To Quit (NTQ);
- the tenant offers a surrender of the tenancy which is accepted by the landlord;
- one of the tenant or landlord conditions of a secure tenancy ceases to be met;
- the tenant loses the secure tenancy by subletting the whole property;
- the tenant is demoted to a demoted tenancy and;
- a court order for possession takes effect under one of the grounds specified in the Housing Act 1985 (legislation.gov.uk).

4.12 MDH will grant a secure tenancy if the applicant was a secure or assured tenant of a social landlord, prior to taking a tenancy with MDH.

4.13 A secure tenancy gives the tenant security of tenure and the following statutory rights as shown in supplement 1

4.14 A person under the age of 18 cannot legally hold a tenancy. In cases of minors seeking tenancies, MDH will require another member of the minor's family or another trusted adult to hold the tenancy in trust until they have reached the age of 18 when they tenancy will pass to them.

Demoted Tenancies

4.15 A demoted tenancy is a secure tenancy that has been demoted by a court order to a tenancy with the status of an introductory tenancy.

4.16 MDH will consider the use of demoted tenancies as part of our response to dealing with and tackling anti-social behaviour.

4.17 A demoted tenancy will remain for 12 months and during this period, the tenancy will be monitored closely. If the tenancy has been conducted satisfactorily, it will revert to its original status i.e. Secure.

Licence Agreements

4.18 MDH offers licence agreements to people who are being housed temporarily under the Council's homelessness duties. They are generally used for interim accommodation.

4.19 If one of MDH's properties requires major works, for example because of a serious fire, consideration will be given to a decant to temporary accommodation under licence or a transfer to an alternative property under a secure tenancy.

5 Ending a Tenancy

Where a Tenant wishes to end the Tenancy

- 5.1 A tenant may decide at any time that they wish to end their tenancy. They can do so by giving MDH 4 weeks' notice in writing'. This is known as Notice to Quit and has to be completed in a prescribed format, (please contact MDH if you wish to give notice to end your tenancy), MDH will send you the prescribed form via email or in the post, but this must be returned with your signed signature, a typed signature will not be deemed legally binding. Terminations can be hand delivered, a photo taken of the written document and emailed to us at htenancy@middevon.gov.uk. If notice is being given by someone who is not the tenant, we will need to see the original Power of Attorney or a Will showing the person signing the notice is named as either executor or administrator of the will.
- 5.2 The tenant must give us at least four weeks' written notice to quit to end the tenancy. MDH currently require the notice to expire on a Sunday and the keys would need to be returned the Monday after the notice expires by 10.00am. If keys are not returned when expected MDH will charge the tenant the equivalent of the weekly rent until the keys are returned. MDH will charge the tenant full rent throughout the notice period.
- 5.3 Before ending the tenancy the tenant must ensure that their home (including outbuildings, sheds and lofts) is left clean and free from furniture and possessions. The tenant must leave all MDH's fixtures and fittings intact and in the same condition as they were as at the start of your tenancy with the exception of fair wear and tear. You must ensure that all painted surfaces are returned to neutral colours. If you fail to do this, you may be recharged for any costs incurred
- 5.4 If a tenant serves a NTQ and then changes their mind, the notice cannot be retracted. Once notice has been served it cannot be withdrawn, it would be at MDH's discretion to grant a new tenancy at the end of the notice period if this was requested, and there is no legal obligation for us to grant this. We consider an individual's circumstances, whether the property has already been advertised for letting and offered to someone else would impact on our ability to agree a new tenancy.

Where MDH wishes to end the Tenancy

- 5.5 MDH seeks to support tenants in maintaining their tenancies but may take action to end tenancies in circumstances where MDH considers the grounds for possessions as specified in the Housing Act 1985 schedule 2 can be proved and it is reasonable to seek possession of the property concerned. MDH may also seek possession where the absolute ground for possession (Housing Act 1985 s84A) applies.

For example possession may be sought where:-

- The tenant has breached their tenancy conditions;

- The tenancy has been obtained fraudulently and;
- MDH needs the property for a redevelopment or regeneration scheme.

5.6 The tenant will be referred at the earliest opportunity to the Housing Options Team for advice and assistance.

6 Death of a tenant and succession

6.1 In the unfortunate event of a death of a sole tenant, the tenancy can be transferred to an eligible person. This is called a succession and based on the legal requirements as to who is deemed a successor tenant under the Housing Act 1985 and the Localism Act 2011. For more information regarding who is eligible for succession, refer to section 6.11.

6.2 If there is no eligible person to succeed the tenancy, MDH will end the tenancy by serving notice. The person occupying the property will be signposted to complete a Devon Home Choice Application to assess their housing need and encouraged to contact Housing Options at Mid Devon District Council to offer appropriate housing advice where there is no legal right to succeed the tenancy.

6.3 MDH will request relevant information, to establish the person's housing need. MDH will decide on the appropriate course of action. Contact will be maintained to ensure the person is kept informed of the progress of your case.

6.4 Once MDH has vacant possession of the property, an inspection will be carried out. If there are any rent arrears or other monies owing, for example, recharges, these will pass to the deceased's estate. If the tenant left a will, MDH will make a claim to the tenant's executor.

6.5 On being advised of the death of a sole tenant, MDH will undertake investigations to establish whether the right of succession exists and whether the person(s) who lived with the late tenant are entitled to succeed to the tenancy. Succession will only be granted to someone who is entitled to succeed to the tenancy. The person succeeds the tenancy, and not the property.

6.6 There can only be one succession to a Council tenancy.

6.7 The following count as succession

The deceased tenant was a successor if

- They were a statutory successor;
- They were the survivor to a joint tenancy;
- They become a tenant by will or intestacy rules;
- The tenancy was assigned to them as a potential successor;
- They succeeded to or were the survivor to a fixed term tenancy that became periodic;
- The court assigned them the tenancy during divorce or dissolution of civil partnership proceedings and the original tenant was a successor and;
- They succeeded to a previous tenancy and were then granted a new secure or introductory tenancy by the same landlord within six months of the end of the earlier tenancy.

6.8 When a joint tenant dies, the surviving joint tenant inherits the tenancy by the common law rule of survivorship. (Survivorship is not a statutory succession but counts as one when determining if there is a further right to succeed to a tenancy).

6.9 The tenancy always passes to the surviving joint tenant(s). Another person cannot succeed to a joint tenancy, even if they would qualify to succeed to a sole tenancy.

6.10 Assignment by mutual exchange does not count as succession. A tenant who was a successor before the mutual exchange remains a successor in their new property.

6.11 For secure tenancies created before the 1st April 2012 a person is qualified to succeed to a sole tenancy if they occupy the home as their only or principal home at the time of the tenant's death and one of the following applies:

1. The person is the tenant's spouse or civil partner; or
2. Where there is no spouse or civil partner, a cohabitee or member of the tenant's family succeeds if they:
 - Occupied the property as their only or principal home at the time of the tenant's death and;
 - Resided with the tenant for the 12 months before the tenant's death.

Cohabitees are couples who live together as if they are married or civil partners. Whether a couple meets these criteria depends on the facts of each case.

The definition of a family member includes the tenant's:

- Sibling;

- Cohabitee;
- Parent or child and;
- Step-relations, half-relations, and relations by marriage are family members. Foster children are not included in the definition.[27]

6.12 For secure tenancies created after 1 April 2012 and the Council's remaining flexible tenancies, there is no right for a family member to succeed a sole tenancy unless the tenancy agreement allows it. MDH tenancy does not allow family members to succeed. Only the following persons can succeed a sole tenancy after 1st April 2012:

- Husband/Wife;
- Civil partner;
- Co habiting partner.

6.13 To succeed the tenancy, MDH will check:

- The date the tenancy started;
- If the individual is one of the persons listed above;
- Whether the deceased was using the home as their main or principle home up until the date of death for at least 12 consecutive months prior to the death and;
- The successor was also living at the home during this period, whilst married, in a civil/partnership or co habiting.

6.14 MDH will not agree to a succession in the following situations:

- If the applicant is unable to prove that they are a family member or that they live/had lived at the address and;
- If the tenancy has already been succeeded as it cannot be succeeded again. This also applies if there has been an assignment of the tenancy but not assignment by mutual exchange

6.15 Eligible successors to the tenancy will have the same tenancy as the person who dies.

7 Assignment

7.1 An assignment is the legal way in which a tenancy can be passed from a tenant to someone else. Assignment in general is not permitted unless the assignment is:

- By way of a mutual exchange (excluding introductory tenancies);
- Following a court order obtained under matrimonial proceedings or civil partnership proceedings and;

- To a person who would be entitled to succeed to the tenancy should the tenant have died immediately before the assignment.
- 7.2 Assignments (other than assignments by mutual exchange) use up the right of succession. If someone was granted their tenancy as a succession, they will not be able to carry out an assignment.
- 7.3 Tenants wishing to assign their tenancy by way of mutual exchange must apply in writing for MDH's consent. For the other permissible legal ways of assigning (as set out above) the tenants must notify MDH of the assignment.
- 7.4 Unauthorised assignments are a breach of tenancy and legal action will be taken to remove unlawful occupiers. Costs associated with this will be the tenant's liability.
- 7.5 When MDH receives an application to assign a tenancy for mutual exchange a decision will be made within 6 weeks, upon receipt of all of the required information.
- 7.6 MDH may withhold consent for mutual exchange on the following grounds:
- Tenant has rent arrears or is in breach of their tenancy;
 - Tenant is subject to a possession or court proceedings and;
 - Property is unsuitable for the tenant's needs, for example the property is too large.
- 7.7 In instances where the MDH withholds consent to the proposed assignment this will be in writing, advising the tenant of the reasons for the decision.
- 7.8 In instances where MDH provides consent to the proposed assignment, this will be in writing. The tenant and the assignee will be invited to sign the deed of assignment. MDH will advise the assignee of their rights and responsibilities as a secure tenant, the date the tenancy was commenced and the balance of the rent account.
- 7.9 The assignee is regarded as a successor tenant (unless this is assignment by way of mutual exchange).

8 Sole and Joint tenancies

8.1 MDH offers both sole and joint tenancies to new tenants moving into an MDH's property.

Sole Tenancy

8.2 A sole tenancy is where one member of the households signs the tenancy and is responsible for ensuring anyone living within the property fulfils the responsibilities set out within the tenancy agreement. Where there is a breach of tenancy, the sole tenant will be accountable, even if the breach was caused by a member of the household or guest.

Joint Tenancy

8.3 A joint tenancy is where more than one person has responsibility for meeting the requirements of the tenancy agreement. Each tenant has equal rights to the tenancy.

8.4 MDH will offer a joint tenancy to a maximum of 2 people.

Converting a sole tenancy to a joint tenancy

8.5 Requests from existing sole tenants that wish to add another person to their tenancy, creating a joint tenancy, will be considered on a case by case basis at MDH's discretion. It is important that the tenant seeks independent legal advice if they are considering requesting a joint tenancy.

8.6 Applications for a sole to joint tenancy will be refused under the following circumstances:

- The household cannot provide proof of marriage or civil partnership, or of joint residency for at least 12 months prior to the application;
- There is outstanding action against the household for a breach of tenancy;
- There are outstanding rent arrears;
- There is a history of tenancy breaches;
- The tenancy has been demoted;
- The applicant is already named on another a tenancy;
- The tenancy has already been assigned to the sole tenant; or
- The tenancy has been succeeded to by the sole tenant converting a joint to sole tenancy.

- 8.7 The tenant who wishes to remove themselves from a tenancy must complete a legally valid notice to quit requesting to end the tenancy.
- 8.8 MDH may, in its absolute discretion, allow the other joint tenant to temporarily remain at the property after the tenancy has been terminated under use and occupation; a weekly charge equivalent to the rent will be charged for the duration of occupation, this is known as Mesne Profits. Mesne Profits are when a former tenant remains in occupation after a tenancy has been terminated and means a landlord can claim money from them for continued use of the premises. This will only be a temporary position whilst the remaining tenant's eligibility for social housing is assessed.

MDH expects the remaining tenant(s) to:

- Register with Devon Home Choice;
- Provide relevant support evidence and;
- Provide household occupant information.

8.9 MDH will check the remaining occupants' eligibility for social housing by:

- Assessing your eligibility for the property size;
- Ensuring that you do not have capital above the amount permitted under the Devon Home Choice Policy;
- Whether you are eligible to remain at the property and;
- We will consider what tenancy type to award you, (we do not have to give you the same tenancy that you held previously, this is at MDH's discretion).

8.10 MDH may consider offering a property to one joint tenant after the tenancy has been terminated by the other joint tenant. A feature of a joint tenancy is that it can be brought to an end by one of the joint tenants, acting unilaterally. There may be circumstances where one joint tenant does this with unfair consequences for the other joint tenant, e.g. following a relationship breakdown. In such circumstances MDH may agree to grant the other joint tenant a sole tenancy of the property, or of another vacant property.

9 Change to household

9.1 Tenants are responsible for telling MDH of any changes to their household. This includes people moving in, people moving out, or the number of children in the property. If a tenant marries or changes their name, MDH will require evidence of this before updating a tenancy record. The following documents would be accepted as evidence:

- Passport / Driving licence;
- Certificate of marriage, civil partnership or divorce/dissolution; or
- Confirm of name change by Deed Poll.

10 Mutual Exchange

- 10.1 A mutual exchange is where one tenants can 'swap' their tenancy with another tenant.
- 10.2 Mutual exchange can only take place with the consent of MDH. MDH can only refuse permission for a mutual exchange on specific grounds.
- 10.3 A mutual exchange is the process through which secure and assured tenants can assign their tenancy to another secure or assured tenant.
- 10.4 Secure or assured tenants whose tenancy commenced before 1 April 2012 wishing to exchange properties with a tenants holding a flexible or fixed term tenancy are entitled to have their exchange granted through a surrender and re-grant of a new tenancy.
- 10.5 MDH encourages the use of mutual exchange for tenants who wish to downsize, upsize or who want to move to another location.
- 10.6 MDH will ensure that tenants who wish to mutually exchange are aware of any implications to their tenancy, such as:
- Any rent changes;
 - Any changes between security i.e. secure or assured status and;
 - Any implications on the Right to Buy.
- 10.7 MDH uses the [House Exchange](#) website to allow tenants to advertise their property.

10.8 Tenants must ensure that the property they wish to mutual exchange with will not under or over occupied because of the move. This means:

- Tenants currently in a 3 bedroom home that only have a 1 bedroom need will not be permitted to mutually exchange to a property which has 2 or more bedrooms and;
- Tenants currently in a 1 bedroom home that have a 3 bedroom need will not be permitted to mutually exchange to a property with less than 3 bedrooms.

10.9 The applicants must accept the property in its present condition and must carefully inspect the property ahead of agreeing to make the move because they could be responsible for remedying any defects that are discovered after the exchange is completed.

10.10 The incoming tenants will be required to accept:

- Responsibility for previous tenant's improvements or alteration to the home, be they authorised improvements or not;
- Tenant neglect or abuse;
- Any defects hidden at the time of inspection and;
- Rubbish and household items left by the previous tenant.

10.11 MDH will not accept any responsibility for, or costs associated with, remedying any points from the above list.

10.12 Providing there are no obvious grounds for refusal on receipt of the application, the property will be inspected by an MDH Officer, using inspection guidelines. Any unauthorised alterations or non-standard/additional fittings will be recorded and all problematic alterations will need to be removed or rectified by the tenant prior to the mutual exchange taking place.

10.13 This is not a comprehensive inspection, and there may be hidden hazards, alterations or damage not identified during this inspection, however the incoming tenant will still be responsible to rectify issues subsequently discovered.

10.14 The applicant who wishes to exchange into the property will be encouraged to attend the property inspection, so that any alterations can be highlighted and to ensure that a thorough inspection takes place. A letter will need to be signed confirming acceptance of the new property and its current condition.

10.15 Applicants should consider if the new home will be suitable for their needs and that includes pets and animals. Some social housing properties do not allow pets or animals and tenants would need to consider this if they are expecting to take their pets or animals with them.

11 Tenancy Sustainment

11.1 MDH is committed to helping tenants to maintain their tenancy and offers a variety of ways to support tenants in achieving a successful tenancy.

11.2 MDH will monitor the condition of homes and neighbourhoods by carrying out regular neighbourhood walkabouts and tenancy home checks. MDH will take appropriate action to resolve any breaches effectively.

11.3 Where a tenant has been identified as needing additional support, the tenant will be sign-posted to external agencies such as the Citizens Advice Bureau, CHAT or floating support services.

11.4 A Tenancy Home Check is a survey, which involves a member of the Housing team visiting tenants in their home to complete a short questionnaire, and take down some details about them and their household.

11.5 MDH will utilise tenancy home checks to touch base with our tenants and ensure that we are delivering a good quality service.

11.6 MDH will visit properties in the housing stock regularly in order to carry out tenancy home checks. Regular inspections allow MDH to:-

- Provide support to tenants who are vulnerable;
- Check where there are safeguarding or welfare concerns;
- Increase customer profiling information;
- Identify opportunities for service improvement and tenants who wish to become involved;
- Check who is living at the property;
- Raise concerns about the condition of a property or safeguarding issues following an inspection;
- Check that tenants are complying with the terms and conditions of their tenancy;
- Investigate alleged tenancy fraud;
- Identify abandonment and non-occupancy of a property and;
- Prevent unauthorised subletting or assignment; and

- Identify concerns around property condition, such as potential health and safety risks such as hoarding and disrepair.

12 Tackling Tenancy Fraud

12.1 MDH will take action against any tenant found to be committing tenancy fraud. Examples of tenancy fraud include:

- Unauthorised sub-letting;
- Right to Buy fraud;
- Non-occupation by the tenant; and
- Anyone obtaining a social tenancy fraudulently.

12.2 MDH's approach is to comply with the Regulatory Framework, and take action to prevent fraud and ensure that our housing stock is only occupied by those with a legal right to be in residence.

12.3 MDH will work in partnership with our Council departments and external agencies to tackle reports of fraud.

12.4 Where appropriate, MDH will publicise cases of tenancy fraud.

12.5 MDH will take enforcement actions to stop tenancy fraud and ensure social housing is being used for its intended purpose.

12.6 MDH will continually look to improve our performance on tackling tenancy fraud.

13 Lodgers and Subletting

13.1 Secure tenants have the right to take in lodgers without our consent but must not allow their home to become overcrowded. You have a legal obligation under the terms of the tenancy to provide MDH with their full name, former address, National Insurance number and date of birth to ensure we do not put employees, contractors or councillors at risk with unknown members of your household. If you receive any help with housing costs or Council Tax, you are responsible for updating the relevant organisation.

13.2 When the tenant ends the tenancy by giving a NTQ, lodging arrangements granted by the tenant end at the same time as the tenancy.

13.3 As per the terms of the Tenancy Agreement, tenants are not permitted to sub-let the property. It must be used as their sole or principle home.

14 Overcrowding and Under Occupation

14.1 There will be times where a tenant's home has become too big or too small for their needs. When situations like this arise, MDH will work with the tenant, to discuss the options of transferring via the Devon Home Choice, choice based lettings site and also via the mutual exchange site [House Exchange](#). In certain circumstances, MDH has discretion to make an allocation of accommodation through a direct let to applicants or a management move for tenants without the need to advertise through DHC. For more information see section 12.1 of the MDH Allocations Policy.

15 Vulnerable Tenants

15.1 MDH is committed to providing support for tenants who have language and literacy difficulties as well as those with support needs in line with our vulnerability policy, which is available on our website.

15.2 When making decisions to grant, renew, extend or terminate a tenancy, we will ensure that we take into account:

- Any special circumstances and needs of the household who are vulnerable because of a protected characteristic;
- Ensure that the needs and circumstances of the tenant are known before making a decision.

16 Domestic Abuse

16.1 This policy does not aim to cover MDH's policy on domestic abuse. The MDH Anti-Social Behaviour Policy details our approach to domestic abuse.

16.2 In situations where survivors of domestic abuse need support to remain in their existing home, and where the perpetrator is a joint tenant, MDH may consider the scope for evicting the perpetrator and allowing the survivor to return to their home with a new tenancy agreement.

16.3 We recognise that survivors of domestic abuse who have a lifetime social tenancy (whether a local authority secure periodic tenancy or a housing association assured periodic tenancy) may be reluctant to leave an abusive situation if it means losing their security of tenure.

- 16.4 The [Domestic Abuse Act 2021](#) ensures that lifetime tenants who suffer domestic abuse will retain lifetime security if they are granted a new tenancy by a local authority for reasons connected with the abuse.
- 16.5 Tenants who have suffered domestic abuse may wish to remain in, or return to, their own home, where for example the perpetrator has left or can be removed. Where it is safe to do so, MDH will encourage survivors to return to their home. It is important that survivors are supported to make an informed choice and that an appropriate risk assessment is carried out. They should not be put under pressure to remain in their home in order to reduce pressure on available housing.
- 16.6 Following an assessment of the property, and the needs and circumstances of the household, MDH may be able to make it safer for the survivor and family to remain in the property through the provision of appropriate security measures through the Sanctuary Scheme. These include:
- Reinforced doors and windows, and extra locks; fire retardant letter boxes, smoke alarms and fire; and
 - Safety equipment; alarms, intercoms, and video entry systems; and the provisions of a sanctuary room from where the survivor can call and wait for the arrival of the police.
- 16.7 MDH will inform tenants of the option of applying to the court for an injunction against the perpetrator such as an order prohibiting the perpetrator from molesting the tenant (non-molestation orders), or an order prohibiting the perpetrator from living in the home, such as a transfer of tenancy into a sole name if joint tenants. Based on individual circumstances, tenants could seek a stalking protection order.
- 16.8 This protection applies to survivor who have a lifetime tenancy, or survivor who have had a lifetime tenancy in the past and have fled their social home to escape domestic abuse.
- 16.9 The protection also applies to the survivor of domestic abuse who have a joint lifetime tenancy and who wish to continue living in their home after the perpetrator has left.
- 16.10 The provisions apply to lifetime tenants of local authorities and private registered providers of social housing.
- 16.11 Domestic Abuse survivors have a right to apply as homeless to any Council if they do not feel safe in their homes and should speak to the Housing Options team on 01884 255255 if they wish to apply to Mid Devon District Council as homeless.

17 Complaints and Feedback

17.1 We try to get things right the first time and when we do, we would love people to let us know. It's great for us to receive positive comments or feedback, so if people wish to complement our staff for doing a great job, we would love to hear from them.

17.2 If things do go wrong the Council is committed to:

- Dealing with complaints and comments quickly and effectively; and
- Using complaints, comments and compliments to review and improve our services

17.3 When people contact us to tell us they are dissatisfied with the service we have provided, we will offer them the choice to have an informal conversation to see if we can put things right quickly, without the need for a formal investigation.

17.4 The Housing Ombudsman Service advise that a complaint must be defined as:

- *'an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents'.*

17.5 Where a tenant considers that the Council has given a poor service or has got something wrong, they may tell a member of staff in the first instance. This does not need to be treated as a formal complaint (unless the complainant asks us to do so) and may be resolved 'there and then' by way of an apology or plan of action. Any comments provided will be used to take appropriate action, or give information.

17.6 If a tenant does not want to do this or is unhappy with the response, they may make a formal complaint, which can escalate from stage 1 or stage 2 if they are still not satisfied with the response. Having been through stages 1 and 2 and they are still not satisfied, the tenant may contact the Housing Ombudsman Service.

17.7 MDH's complaints procedure is detailed on Mid Devon District Council website: [Feedback and Complaints](#)

18 Equality Impact Assessment

- 18.1 MDH complete an equality impact assessment each time we develop or review a policy, procedure or service. The assessment is to help us make sure our decision making is fair and does not present any barriers or disadvantage to customers from any protected group (including disability) under the Equality Act 2010.