

Tenancy and licence management – Supported Living

Overview

This policy summary provides an overview of how we manage tenancies and licences across Sanctuary Supported Living (SSL). Your individual agreement explains the specific rights and responsibilities that apply to you.

Your agreement and your home

Your agreement

Your tenancy or licence agreement is the contractual document that explains your rights, your responsibilities, our obligations as your landlord, what could happen if the agreement is not followed and the circumstances in which an agreement may come to an end. Sometimes we may refer to this document as your 'occupancy agreement'.

Agreement types

The type of occupancy agreement you have will depend on the service you live in, when your agreement started and your support needs.

You may have an assured tenancy, an assured shorthold tenancy, a protected or excluded licence or, in a small number of older cases, a secure tenancy. If you are a young person under 18, you will be given a specific occupancy agreement and supported through the process of moving onto an adult agreement. When you move in, our staff are responsible for ensuring you are issued with the correct agreement type.

Your rights and responsibilities

As a tenant or licensee, your rights include:

- Being able to live peacefully in your home, without unnecessary interruption.
- Being informed about the maintenance and servicing of your property.
- Being contacted in a way that suits your communication preferences.
- Voicing any concerns, or making complaints, about your property.

For a full list of your rights and responsibilities as a tenant or licensee, please see your occupancy agreement. In Supported Living services, your Support Agreement will set out what support you can expect to receive from SSL.

As a tenant or licensee, you also have several important responsibilities, including:

- Using the property as your main home.
- Keeping your property in good condition.
- Paying your rent and service charges on time.
- Subject to reasonable notice, facilitating access to your property so we can carry out safety checks and repairs.
- Not using your home for illegal activity or antisocial behaviour.

Our responsibilities

As your landlord, it is our responsibility to ensure:

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- You receive the services you pay for via your rent or service charges.
- We provide you with accessible information about your home.
- You are provided with relevant consent forms when you move in, including regarding contacting others, authorising the use of master or access keys and third-party information sharing.
- We carry out any required repairs, within reasonable and statutory timescales.
- We protect your data, under the UK GDPR and Data Protection Act 2018 frameworks.
- We address complaints in an effective and timely manner through our complaints handling process.
- We take all reasonable steps to support you to maintain your tenancy.
- We take all reasonable steps to tackle antisocial behaviour, cases of domestic abuse, hate-related incidents and harassment in services.
- We uphold our safeguarding responsibilities, in line with our Safeguarding Policy and Procedures.

Mental capacity

Staff will act in accordance with the Mental Capacity Act 2005 and the Mental Capacity Act Code of Practice.

We will always presume that you have the mental capacity to make decisions about your occupancy agreement unless there is reason to believe otherwise. If there are concerns about your ability to understand, retain, use or weigh the information relevant to a decision about entering into or ending an occupancy agreement, a mental capacity assessment may be completed. Any assessment and the outcome will be recorded.

If you have the mental capacity to make the decision, you can enter into or end your occupancy agreement yourself. If you do not have the mental capacity to make this decision, a person who has the legal authority to act on your behalf, such as a Lasting Power of Attorney or Court Appointed Deputy, may be able to do so. Where nobody has the legal authority to act for you, approval from the Court of Protection may be required before an occupancy agreement can be entered into or ended.

Managing your agreement

How we can support you with your agreement

We are committed to supporting you to manage your agreement and feel safe and comfortable in your home. If issues occur, early support often provides the best opportunity to resolve issues before they become more serious. We encourage you to speak to us as soon as possible if:

- You are experiencing financial difficulties.
- You are finding it difficult to pay your rent.
- You are struggling with your health, wellbeing, support needs or personal circumstances.

Our staff will:

- Work with you to identify any issues affecting your tenancy.
- Where appropriate, help you to access advice, support or specialist services.
- Support you to understand your rights and responsibilities under your occupancy agreement, including arranging for information in accessible formats.

Depending on your service type, our staff may also be able to:

- Help you with budgeting, income, spending and checking whether you can claim benefits or tax credits.
- Help you to complete benefit claim forms and renewal forms.
- Help you to appeal a benefit decision.
- Provide advice about managing debts.

Joint tenancies

A joint tenancy is when two or more people share the same tenancy agreement. Each tenant has rights and responsibilities under the tenancy agreement.

If you are a joint tenant:

- You have the same rights as the other joint tenant(s).
- You are jointly responsible for paying the rent and any tenancy-related charges.
- You are responsible for making sure the tenancy conditions are followed.
- Any rent arrears or breaches of the tenancy agreement may affect all joint tenants, not just one person.

You should tell your housing or support team as soon as possible if:

- A joint tenant wants to move out.
- Your relationship with a joint tenant changes.
- Someone living in the property dies.
- You are thinking about adding another person to the tenancy or assigning the tenancy to someone else.
- You would like to discuss whether there are other tenancy options available following a change in circumstances.

In some circumstances, one joint tenant may be able to end the tenancy by giving notice. This could bring the tenancy to an end for everyone named on the tenancy agreement. Because this can have significant consequences for all tenants, you should contact us for advice before taking any action.

If a joint tenant dies, the remaining tenant should contact us as soon as possible. What happens next will depend on the type of tenancy agreement and the circumstances of the tenancy. We will explain the options available and provide appropriate support.

Where joint tenants disagree about living arrangements or the future of the tenancy, we will explain the options available. However, Sanctuary cannot provide legal advice and you may be encouraged to seek independent advice where necessary.

If you have a joint tenancy, staff will:

- Explain your rights and responsibilities clearly.
- Provide information about the options available if your circumstances change.
- Treat all tenants fairly and consistently.
- Consider individual circumstances when making decisions.
- Signpost you to independent advice and support where appropriate.

Living in and using your home

If you will be away from home

As part of your tenancy or licence, it is important to tell us if you plan to be away from home for longer than the period stated in your agreement. For most services, we ask you to tell us if you will be away for more than four weeks. Some services may have a shorter period and, if this is the case, staff will inform you.

When you are away for an extended period, you may also need to make sure you:

- Tell Housing Benefit or Universal Credit about your absence.
- Ensure the property remains your main home and you intend to return/
- Continue to meet your agreement responsibilities, including paying rent and service charges.

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Staff may need to check with you that:

- Your rent is still being paid.
- You intend to return to the property.
- Your occupancy agreement is continuing satisfactorily.

If you are away for a long period and rent arrears build up, we will work with you to understand your circumstances. However, where rent remains unpaid, we may consider legal action to recover possession of the property.

Permissions for your home

We want you to enjoy your home and make it work for your needs. Sometimes, you may need our permission before making certain changes or using your home in a different way.

You should contact us before:

- Making changes or improvements to your home.
- Running a business from your home.
- Carrying out activities that may affect the property or your neighbours.

If you are unsure whether you need permission, please speak to a member of staff before making any changes or arrangements. We will explain what information we need and help you understand the options available to you.

When considering requests, we will look at:

- The terms of your occupancy agreement.
- Whether the request could affect the property.
- Whether the request could cause unreasonable problems for neighbours or other customers.
- Whether the request would break the conditions of your occupancy agreement. Requests that would breach the agreement cannot be approved.

Any permission we give may include conditions and, in some circumstances, may later be withdrawn if those conditions are not met or circumstances change.

Pets

We understand the health and wellbeing benefits of pets and the important relationships customers can have with them. Wherever possible, services will support customers to maintain relationships with pets. However, it is also important to look at each request individually, taking into account your needs, the welfare of the pet and the impact on other people living or working in the service.

You must ask for permission before bringing a pet into your home. A manager will carry out a risk assessment and discuss the request with you. They may take account of the impact on other customers, visitors and staff where appropriate. Factors considered include:

- Whether the pet is safe and well behaved.
- Any health and safety risks.
- Whether the pet could cause a nuisance to others.
- Whether you are able to meet the pet's care needs, including food, insurance and veterinary costs.
- The size of the pet and the suitability of the accommodation.

A request to have a pet may be refused if:

- The animal is prohibited by law or considered dangerous.
- The risks cannot be managed safely.
- The pet is considered too large for the accommodation.
- The pet could cause unreasonable disruption or difficulties for others.
- We judge it would be difficult for you to provide appropriate care for the animal.

If your request for a pet is approved, you will be asked to sign a Pets Agreement. This explains your responsibilities and what should happen if you become unable to care for the pet. If you have a pet, you are responsible for:

- Feeding, exercising and caring for the animal.
- Paying for food, veterinary treatment, insurance and other costs.
- Keeping the pet under control.
- Ensuring the pet does not create problems for neighbours, visitors or staff.
- Maintaining the pet's health and welfare.

Permission for pets is reviewed regularly, and permission may be withdrawn where risks increase, the pet causes problems, the welfare needs of the animal are not being met, or the conditions of the Pets Agreement are not followed. If a pet dies or leaves your care, you will need to make a new request before getting another pet.

Depending on your circumstances, staff may:

- Help you access pet care services such as dog walking or pet sitting.
- Include pet-related support in your support plan.
- Review whether you are continuing to meet your pet's needs.
- Help you find a new home for your pet if you become unable to care for it.

These requirements do not apply to assistance animals within services.

Agreement breaches, warnings and abandonment

Agreement breaches

A breach happens when a rule or responsibility in your occupancy agreement is broken. This could include:

- Not living in the home or not treating it as your primary residence.
- Giving your keys to someone else, subletting or abandoning the home.
- Fraud, including giving false information to get housing or benefits.
- Antisocial behaviour, harassment or criminal damage.
- Allowing the property's condition to deteriorate.
- Problems associated with pets.
- Violence or aggression towards customers or staff.

A breach does not mean you will automatically lose your home. We will investigate concerns fairly and listen to your views before deciding what action, if any, is required. We aim to understand any circumstances that may have contributed to the situation and identify what support may help resolve it. In most cases:

- Staff will discuss the concern with you.
- You will be given the opportunity to explain what has happened.
- You will be told what needs to change and by when.
- We will offer support where appropriate.
- We will monitor progress and review the situation.

Warnings, support and opportunities to resolve concerns

Where a breach is confirmed, we may issue warnings as part of a staged process. Warnings are intended to give customers an opportunity to address concerns and avoid further action. Verbal warnings will be confirmed in writing, and staff will explain what needs to happen to resolve the issue. We will normally try to meet with you before issuing formal warnings and ensure you understand the concerns being raised. Support will continue throughout the process. Depending on your circumstances, this may include:

- Additional meetings and support sessions. You can ask someone to support you at meetings, such as a friend, advocate, support worker or another professional involved in your care or support.
- Referrals to specialist services.
- Multi-agency working with organisations already supporting you.

We understand that every situation is different. If new information comes to light, or there are important personal circumstances that need to be considered, decisions can be reviewed. In some cases, warnings may be withdrawn if a breach did not occur or there were significant extenuating circumstances.

Ending an occupancy agreement is usually a last resort. Before legal action is considered, we will normally try to resolve issues through discussion, support, meetings and warnings wherever appropriate. If serious concerns remain, or where there are repeated breaches, staff may need to consider formal legal action. Customers will be informed about the process and, where applicable, their right to request a review of certain decisions.

Abandonment

A property may be treated as abandoned if we reasonably believe you have left permanently, do not intend to return and have not formally ended your occupancy agreement. Before taking action, we will make reasonable enquiries, try to contact you and, where appropriate, contact relevant people or agencies to check your whereabouts and welfare. Being away from home does not by itself mean that you have abandoned it, so please tell us about any extended absence wherever possible.

If you tell us you have moved permanently, or your actions indicate that you do not intend to return, we will try to work with you to end your agreement correctly. If this is not possible, we may take formal legal action to recover the property, including obtaining any court order or eviction warrant required by law.

Ending agreements

If you want to end your agreement

If you no longer wish to live in your accommodation, please tell us as soon as possible. This helps us support you through the process and ensure your occupancy agreement ends correctly.

If you wish to end your agreement:

- You must give notice in writing, in line with the notice period stated in your agreement. The notice starts on the day we receive a valid written notice.
- You remain responsible for paying rent and service charges until your notice period ends and your occupancy agreement officially ends. In some exceptional circumstances, such as domestic abuse or harassment, a shorter notice period may be agreed.
- You or your agreed representative must remove all belongings, including items in shared areas.

Once notice has been given, it cannot usually be withdrawn, although we may consider requests in exceptional circumstances.

For a joint agreement, valid notice from one tenant is sufficient to end the whole agreement, unless the agreement expressly requires both tenants to agree.

Uncollected items

If you leave personal belongings behind when you move out of your accommodation, staff will follow a legal process before removing, disposing of or selling those items. This process is designed to give you a fair opportunity to collect your belongings.

If your belongings are left in your room, flat or communal areas after you leave, staff will:

- Make a record of the items.
- Take photographs of the items.
- Assess whether the items appear to have a value.
- Issue a formal notice (known as a Tort Notice) explaining what will happen to the items and how long you have to collect them.

The length of notice depends on the type of item left behind:

- Higher-value items, such as vehicles, valuable bicycles, antiques, expensive furniture, paintings or larger amounts of money, will usually be held for 28 days.
- Personal belongings such as clothing, toys, carpets, curtains, electrical items and important documents will usually be held for 7 days.
- Rubbish, food items and items with little to no value will usually be subject to a 7-day notice period before disposal.

Where different types of items are left behind, the longer notice period will normally apply.

If you receive a Tort Notice, you should contact SSL as soon as possible if:

- The belongings are yours.
- You would like to arrange collection.
- You need help understanding the notice.
- You believe an item has been recorded incorrectly.

If you don't collect your items and the notice period has ended, staff may:

- Dispose of items that have little or no value.
- Donate suitable items to charity.
- Arrange for valuable items to be sold. If items are sold, SSL will follow the legal processes set out in the Torts (Interference with Goods) Act 1977.

Death of a customer

We know that losing a loved one can be an incredibly difficult time. Our priority is to deal with any housing matters as sensitively and compassionately as possible, while offering support to those affected.

When one of our customers has passed away, we will:

- Treat family members, friends and representatives with understanding, dignity and respect.
- Update our records so inappropriate letters or reminders are not sent to the property.
- Provide information about any housing matters that need to be resolved, including rent accounts and the occupancy agreement.
- Work with relatives or those managing the person's affairs to discuss any belongings left in the property and the options available.

Where a customer has passed away and there is no known next of kin or other person able to administer the estate, staff will make an inventory of any belongings left behind and notify the Public Trustee so that the appropriate legal process can be followed.

Moving home

Mutual exchanges

A mutual exchange allows eligible tenants to swap homes with another tenant. Eligibility will depend on the agreement and statutory status. Before an exchange can take place, Sanctuary and any other landlord involved must review and approve the request.

When you apply for a mutual exchange, we will:

- Review your application and circumstances.
- Check whether the proposed exchange meets legal and policy requirements.
- Consider whether the property is suitable for the people who will be living there.
- Carry out any necessary checks before a decision is made.

Before agreeing to an exchange, it is important to:

- View the property carefully.
- Make sure the home meets your needs.
- Understand the differences in rent, service charges or tenancy conditions.
- Check the condition of the property and discuss any concerns before the exchange is completed.

An exchange request may not be approved. This could be because there are legal reasons preventing the move, the property would not be suitable for the proposed household, or other requirements have not been met. If an application cannot be approved, we will explain the reasons for the decision.

If your exchange is approved:

- We will explain the next steps.
- Any required paperwork must be completed before the move takes place.
- You must not move until all approvals have been given and the exchange has been formally completed.

Temporary moves and service closures

In exceptional circumstances, a supported living service may need to close temporarily, for example due to refurbishment works, repairs, fire, flooding or another emergency. If this ever happens, we will endeavour to find suitable alternative accommodation that meets your needs and you feel safe and supported in.

If your home needs to be closed for a short period, staff will:

- Explain what is happening, the justification for moving and keep you updated throughout the process.
- Help find suitable temporary accommodation that can meet your support needs.
- Speak with other professionals involved in your care and support (with your permission where appropriate).
- Help ensure benefits and other important arrangements are managed correctly.
- Explain whether any financial assistance or reimbursement arrangements are available.

Staff will:

- Keep you safe and aim to minimise disruption in your daily life.
- Be open and honest about the temporary move.
- Explain what decisions you can influence and what decisions cannot be changed.
- Involve you in the process as much as possible.
- Keep you informed about progress and expected timescales for returning home.

If temporary accommodation is required, we will make sure it is:

- Safe and suitable for your needs.

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- Allows your support to continue.
- As close as possible to your existing arrangements and support network.
- Has appropriate health and safety measures in place.

Your support plan and any identified risks will be reviewed before and during the move to make sure appropriate support remains in place. Staff will keep in regular contact with you, particularly if you are living temporarily away from other residents.

If your home is safe to move back into, staff will:

- Tell you when your home is ready.
- Help arrange your move back.
- Reconnect services and support arrangements where necessary.
- Make sure relevant agencies are informed of your return.

If you would like to remain in the temporary accommodation permanently, this may sometimes be possible. Staff will discuss the available options with you and explain any application or transfer process that may apply.

Your personal information

We collect and use information about you so that we can provide the right accommodation, support and services to meet your individual needs and goals. We will only collect, use and share your information where we have a lawful basis to do so. Where consent is required, we will ask for your permission.

Types of information we collect

We will collect and update information about:

- Your contact details and household information.
- Your support, care and communication needs.
- Any accessibility requirements you have, such as large print, audio formats, Braille or translation services.
- Information about aids, adaptations or equipment you may need.
- Any vulnerabilities or circumstances that may affect the support we provide.
- Requirements relating to visitors or people visiting your home.
- Information needed to help us manage your occupancy agreement and provide services safely and effectively.

Collecting and updating information

We may collect and review information:

- When you apply for accommodation.
- During assessments.
- When you sign your occupancy agreement.
- During settling-in visits.
- During other meetings, visits or interactions with you.
- As part of regular reviews, which take place at least every 12 months.

How we use your information

We use your information to:

- Understand your individual needs and preferences.
- Provide appropriate accommodation and person-centred care and support services.
- Arrange reasonable adjustments and accessible information.
- Help keep you safe and support your wellbeing.
- Maintain accurate customer records.
- Meet legal and regulatory requirements.

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Protecting your information

Your personal information is stored securely and is only accessible to authorised staff who need it to carry out their role. Sanctuary follows data protection requirements and has procedures in place to manage information safely and responsibly.

Sharing information

We may share information with other professionals, agencies or organisations where this is necessary to provide services, keep people safe, meet legal requirements or where you have asked us to do so.

Your rights to information

You have the right to ask for a copy of the personal information we hold about you. This is known as a Data Subject Access Request (DSAR). If you would like more information about how your data is used, please speak to a member of staff.

Person alerts

Sometimes we record important information, known as a 'person alert', to help staff understand specific needs or requirements. These may relate to communication needs, accessibility requirements, health and safety considerations, vulnerabilities or other important information staff need to be aware of when providing services. Person alerts are reviewed regularly to ensure they remain accurate and relevant.

Changing your details

Your name

If you change your name, you will need to complete our change of name form and show us original proof. This could include a marriage certificate, deed poll, statutory declaration, passport, driving licence or other acceptable evidence of your change of name. Where necessary, we may retain a copy of the evidence provided in accordance with our record-keeping and data protection requirements. Original documents will be returned to you.

An unenrolled or enrolled deed poll must include your old and new names, address, the date of change, and signatures from you and two witnesses. The witnesses must not be related to you or live at your address.

Your title, pronouns or gender marker

You can ask us to update your title, pronouns and gender marker. We will treat this information respectfully and update our records where appropriate.

Informing relevant agencies

You may also need to notify other organisations, such as benefit providers, local authorities, healthcare services, banks or utility companies, depending on your circumstances.

Further information

Any questions

Please speak to a member of staff if you have questions about your occupancy agreement or wish to request information in a different format.

Relevant legislation, regulations and guidance

- Housing Acts 1985, 1988 and 1996



- › Landlord and Tenant Act 1985
- › Housing and Regeneration Act 2008
- › Social Housing (Regulation) Act 2023
- › Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025
- › Housing Health and Safety Rating System (England) Regulations 2005
- › Regulator of Social Housing Consumer Standards
- › Housing Ombudsman Scheme and Complaint Handling Code
- › Prevention of Social Housing Fraud Act 2013
- › Supported Housing (Regulatory Oversight) Act 2023
- › The Supported Accommodation (England) Regulations 2023
- › Children Act 1989
- › Crime and Policing Act 2026
- › Antisocial Behaviour, Crime and Policing Act 2014
- › Safeguarding Vulnerable Groups Act 2006
- › Domestic Abuse Act 2021
- › Protection from Eviction Act 1977
- › Homes (Fitness for Human Habitation) Act 2018
- › The Defective Premises Act 1972
- › Homelessness Act 2002
- › Homelessness Reduction Act 2017
- › Housing and Planning Act 2016
- › Torts (Interference with Goods) Act 1977
- › Localism Act 2011
- › Immigration Act 2014
- › Immigration Act 2016
- › Data Protection Act 2018 and UK GDPR
- › Dangerous Dogs Act 1991
- › Mental Capacity Act 2005
- › Mental Capacity Act 2005 Code of Practice
- › Care Act 2014
- › Equality Act 2010
- › Human Rights Act 1998