

# Tenancy Policy 2025



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# 1 Aims

1. The Tenancy Policy sets out the framework for the types of tenancies Jigsaw landlords will issue and how these will be managed effectively in line with our strategic priorities of building a strong corporate foundation and caring for our customers, assets, and neighbourhoods.
2. The Policy will evidence the Group's compliance with our legal and regulatory requirements in terms of tenure. It will form part of our self-assessment against the required outcomes and specific expectations the Regulator of Social Housing (the Regulator) places on tenure as per the reviewed Tenancy Standard (2024)
3. <https://www.gov.uk/government/publications/tenancy-standard/tenancy-standard-2015>

# 2 Scope

4. This Policy applies to the following landlord associations within the Jigsaw Group:
  - Jigsaw Homes Midlands
  - Jigsaw Homes North
  - Jigsaw Homes Tameside
  - Jigsaw Support (in its capacity as managing agent for stock owned by any subsidiaries of the Group)
5. Any reference to “Jigsaw” in this policy includes any of the landlord organisations in the Group.

# 3 Policy Statement

6. As a private registered provider of social housing, we provide homes for rent and purchase.
7. The tenure and management of properties let through various home ownership and leasehold schemes are not covered under this Policy because they are subject to specific legal requirements and exempt from the Tenancy Standard.
8. While not covered in the core tenancy policy, tenants will be provided with:
  - Clear guidance on shared ownership schemes.
  - Referral information for Right to Buy and transfer options.
  - Links to relevant policies and contact points for further support.

### 3.1. Tenure

9. In accordance with the required outcome of the Tenancy Standard, Jigsaw will continue to 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 our housing stock.
10. The Localism Act 2011 created a statutory requirement that all local authorities must publish a Tenancy Strategy by January 2013, setting out the matters to which registered providers of social housing for its district are to have a regard. In formulating our own Group Tenancy Policy, we have considered the requirements of these Strategies in the areas where we have the most housing stock. The underlying regard for the majority of local authorities is that registered providers continue to offer periodic (lifetime) tenancies, opposed to fixed term tenancies, wherever possible.
11. We will offer the following tenancies:

#### Assured Shorthold Tenancies (Supported Accommodation)

12. These are granted under the terms of the Housing Act 1988 and updated by the Housing Act 1996. Assured shorthold tenants have fewer rights than assured tenants and we can regain possession of the property more quickly.
13. Where we let or manage properties for supported accommodation purposes, then we may offer assured shorthold tenancies that do not convert. We will only offer such tenancies where the support is linked to the tenancy and not for all supported accommodation.
14. Where the tenancy has not been conducted satisfactorily members of the Jigsaw Group may take legal action to end the tenancy by serving a notice to seek possession relying on a ground for possession (section 8 of the Housing Act 1988) or without relying on a ground for possession (section 21 of the Housing Act 1988).
15. As above, the tenant will be given an opportunity to request a review of the decision to end the tenancy. We will write to tenants explaining how they can request a review, how the review will be conducted and the time frame involved.

#### Assured Tenancies

16. These are the most secure form of tenure we offer. The principles of assured tenancies are set out in the Housing Act 1988. We can only regain possession of the property in accordance with specific grounds set out in the Act and we must follow the Ministry of Justice Civil Procedure Rules and Pre-Action Protocol for Possession Claims by Social Landlords, in any possession proceedings.
17. Most starter tenancies convert to an assured tenancy after the probationary period.

## Starter Tenancies

18. These are assured shorthold tenancies which automatically convert to an assured tenancy at the end of a probationary period, providing the tenancy has been conducted satisfactorily.
19. We offer most new tenants a starter tenancy in accordance with our Allocations Policy across all Group landlords.
20. However, where a Jigsaw assured tenant is offered another tenancy at the same or different property owned by members of the Group, they will not be expected to complete the probationary period again and will be offered another assured tenancy as opposed to a starter tenancy.
21. Social housing tenants from other landlords who were an assured or secure tenant on or before 1st April 2012 and have remained as such, will be offered an assured tenancy rather than a starter tenancy if they chose to move to a Jigsaw property.
22. The probationary period of a starter tenancy is usually for 12 months, but it can be extended to a maximum of 18 months at our complete discretion. If we decide to extend a starter tenancy, we will give the tenant our reasons for doing so and the opportunity to request a review of this decision.
23. Where a starter tenancy has not been conducted satisfactorily members of the Jigsaw Group may take legal action to end the tenancy by serving a notice to seek possession relying on a ground for possession (section 8 of the Housing Act 1988) or without relying on a ground for possession (section 21 of the Housing Act 1988).
24. As we do not need to prove a ground for possession on service of a Section 21 Notice, Jigsaw will give the tenant an opportunity to request a review of the decision to end the tenancy. We will write to tenants explaining how they can request a review, how the review will be conducted and the time frame involved.

## Licence or Occupancy Agreements

25. These allow permission to simply occupy accommodation and as a result provide limited rights. Their use is limited within the Group and examples include when a person occupies another property as a temporary decant or in the provision of temporary supported housing.

## Legacy Secure Tenancies

26. Jigsaw Housing Group still own and manage a number of secure tenancies created before 15 January 1989. These secure tenancies are afforded specific protection under the Housing Act 1985. No new tenancies of this type will be granted, but special consideration of the individual terms will be made when managing these.

### 3.2. Lodgers and Subletting

27. Subject to the terms of the individual tenancy agreement customers have the right to take in a lodger provided they obtain written permission from Jigsaw. Even where

permission has been granted, we reserve the right to withdraw permission, if the lodger causes a nuisance, annoyance or disturbance to any other person, or where additional information emerges about the individual's suitability as a lodger.

28. This individual joins the household make up but is not added to any tenancy agreement.
29. Subletting of the whole or part of the property is not permitted, including offering 'short-term accommodation' or 'home sharing,' through online booking agents, such as Airbnb as an example.

### **3.3. Domestic Abuse**

30. Where a management move is offered to a person experiencing domestic abuse, this will normally be on a 'like for like' basis and where possible, depending on the wishes of the victim, away from their local area. This includes a commitment to offering the same level of tenure security to any individual fleeing domestic abuse whether that is an existing tenant or someone coming to Jigsaw Homes Group. All victims of domestic abuse will be given priority need for rehousing.
31. Jigsaw will work with partner agencies to address domestic abuse as a neighbourhood safety issue, ensuring victims can access support and that risks within shared or community spaces are responded to in line with the Neighbourhood & Community Standard.

### **3.4. Decants**

32. When an existing customer is moved to an alternate property, for a permanent period (Decant), they will be offered the same security of tenure as their original tenancy, when moving into the next property.

### **3.5. Sustaining Tenancies**

33. In building a strong and corporate foundation, the Group recognises the individual and collective costs of failed tenancies. As such, we will continue to provide solution orientated interventions to assist tenants in sustaining their tenancy and prevent unnecessary evictions.
34. Jigsaw is committed to ensuring equitable access to housing services for all tenants. The Service Adjustments Policy outlines our approach to making reasonable adjustments for tenants with disabilities, health conditions, or other support needs, in line with the Equality Act 2010. This includes adaptations to communication methods, tenancy management processes, and physical access to services. Staff will work with tenants to identify and implement appropriate adjustments that support tenancy sustainment and independent living.
35. Below are some examples of actions taken by the Group to sustain tenancies although this list is not exhaustive:

- Affordability checks ensuring individual circumstances are taken into consideration prior to offering a new tenancy and when tenancy changes occur.
- Clear information during sign-up regarding tenancy conditions and the consequences of failing to adhere to them.
- Early intervention when breaches in tenancy conditions occur, offering customers the opportunity to change as appropriate.
- Offering tailored support to customers who are showing signs of tenancy failure either through our commissioned services or by signposting to other agencies.
- All tenancy-related documents will be available in accessible formats (e.g. large print, audio, translated versions).
- Tenants will receive proactive communication about policy changes, tenancy rights, and available support.
- Jigsaw will establish and promote access to a Hardship Fund for tenants in financial crisis.
- Clear referral pathways to internal and external financial support services will be included in tenant onboarding materials.

36. Jigsaw also supports tenants to move to homes that better suit their current needs through our rightsizing approach. This includes facilitating transfers for under-occupying households, those experiencing overcrowding, or tenants whose health or mobility needs require alternative accommodation, in order to best utilise Jigsaw's adapted properties.
37. Rightsizing helps promote efficient use of housing stock, sustain tenancies, and improve tenant wellbeing. Tenants will be supported through the process in line with our Allocations Policy and any applicable local authority strategies.
38. Jigsaw will continue to ensure that those applying for housing are aware of the tenancy type and the rent payable prior to signing any tenancy, licence, or occupancy agreement.
39. The Group's tenancy and occupation agreements will set out the rights and responsibilities for both parties.
40. Early tenancy visits are essential to ensure new tenants are settling in well, understand their tenancy responsibilities, and have access to any support they may need. These visits help identify early signs of tenancy issues, such as financial difficulties or property concerns, allowing Jigsaw to intervene proactively.
41. They also reinforce communication, build trust, and contribute to tenancy sustainment by offering guidance and reassurance during the probationary period. The early tenancy visits procedure sets out the circumstances in which these visits will be completed.

### 3.6. Tenancy Management

42. For the purpose of this Policy, tenancy management is the way in which we deal with customer requests to make tenancy changes.
43. All tenants and occupiers have occupation rights derived from statute (Acts of Parliament and statutory instruments), common law (court rules) and contract (terms of the written agreement). Statute takes precedence over everything else. We can give additional rights and do so in some of our contracts, but these cannot lessen the rights already given by Statute.
44. The majority of our existing and future tenancies will be starter, assured shorthold or assured and therefore subject to the principles of the Housing Act 1988. The tenancy management of these types of tenancies is covered in this Policy.
45. Some existing tenancies and licence/occupation agreements are governed by different statute and as such will have their own separate policies with regards to tenancy management and are therefore not covered by this Policy, an example would be any secure tenancies originally granted would be governed by the Housing Act 1985.

#### Assignment

46. Assignment is one of the ways a tenancy can be legally transferred from one person to another. When a tenancy is assigned all the rights and responsibilities of the tenancy pass from the original tenant to the new tenant. In accordance with Section 15 of the Housing Act 1988, Jigsaw may either allow or prohibit tenants to carry out assignments.
47. All our tenancy agreements include details about assignment and whether this is allowed or prohibited. As we have different versions of tenancy agreements these rights are more extensive in some agreements and less so in others.
48. Jigsaw will allow assured tenants to assign their tenancy in the following circumstances:
  - Assignment by way of exchange subject to our consent which will not be unreasonably withheld (see section on mutual exchange)
  - Assignment by a court order under Matrimonial Causes Act 1973

#### Relationship Breakdown

49. We recognise that relationship breakdown is often contentious, and tenants may be in dispute with one another and unable to agree on residency. Also, non-tenants may have occupancy rights due to their marital or civil status in law. The Courts have various powers to transfer tenancies and customers will be advised to seek their own independent legal advice if they are in dispute regarding occupation of the property.
50. If the relationship breakdown is due to domestic abuse staff will refer to the Group Domestic Abuse Policy

51. If all tenants are in agreement as to who is to remain at the property, Jigsaw will consider whether the tenancy can be assigned, or a new tenancy created at our complete discretion. In exercising this discretion Jigsaw will take account of the personal circumstances of those left in occupation, any previous tenancy changes, the conduct of the original tenant(s)/ occupiers and the best use of our housing stock.

## Mutual Exchange

52. In addition to assignment our assured tenants have a statutory right to mutually exchange as per Section 158 of the Localism Act 2011, if their tenancy commenced before 1st April 2012. In these cases, the exchange is not done by way of assignment, rather each tenant's tenancy is brought to an end, and a new tenancy is granted.
53. However, this right only applies if the tenant they wish to exchange with is has a flexible tenancy or a certain type of assured shorthold tenant i.e., fixed term. As Jigsaw has never offered flexible or fixed term tenancies then this requirement would only apply if our assured tenant wished to complete a mutual exchange with a tenant from another social housing provider.
54. Periodic assured shorthold and starter tenants have no statutory rights to complete a mutual exchange; neither do they have any contractual rights in any Jigsaw tenancy agreement.
55. We may at our complete discretion allow a starter tenant in their first 12 months of a tenancy to exchange in the same circumstances as assured tenants. The Operations Director of Neighbourhoods will implement this discretion, having regard for the personal circumstances of those in occupation, any previous tenancy changes and the conduct of the original tenant and the best use of our housing stock.
56. In accordance with the required outcome of the Tenancy Standard, we will continue to enable our tenants to gain access to opportunities to exchange their tenancy with that of another tenant by way of internet-based mutual exchange services.
57. Jigsaw subscribes to House Exchange, an internet based mutual exchange service, which permits matches nationwide, allowing our tenants to:
- register an interest in arranging a mutual exchange without paying a fee.
  - enter their details and the requirements of the property they hope to obtain.
  - receive the property details of suitable matches.
58. We advertise the details of this service on our website. If a tenant is unable to register their interest in the scheme because they do not have access to the internet, they can contact us for assistance.
59. Our assured tenants who wish to exercise their statutory or contractual right to exchange must notify us in writing and seek our consent, prior to any exchange taking place.
60. Jigsaw will only refuse permission in accordance with the grounds for withholding consent in Schedule 3 of the Housing Act 1985 or Schedule 14 of the Localism Act 2011. We will do this within 42 days of receiving the written request to exchange.

61. We may give our consent to the exchange subject to specific conditions. Where we give consent with conditions, these will need completing and reviewed in a specified time frame before any exchange can take place.
62. Where our tenant wishes to exchange with the tenant of another social landlord then all landlords must give their consent prior to any exchange taking place.
63. If the tenant from another social landlord is a flexible or fixed term tenant and becomes a tenant of Jigsaw as a result of mutual exchange, then we will offer them a tenancy of no less security i.e., a periodic assured or starter tenancy.

## Succession

64. There are common law rules that govern succession to all tenancies in addition to the statutory provisions of the Housing Act 1988. The death of a tenant does not end a periodic tenancy as it counts as property and automatically passes (vests) on death to the tenant's personal representatives.
65. The deceased tenant's estate is liable for the rent until the tenancy is formally ended or passed on to the beneficiary of the estate. Jigsaw expects the personal representatives to pay rent out of any money, or the value of any property, left by the tenant.
66. Jigsaw will accept notification from the personal representative to end the tenancy on death of the tenant where there is no one is left in occupation, on production of a valid death certificate.
67. In the case of joint tenancies, if one of the tenants dies, the tenancy continues in the name of the remaining tenant(s) under the right of survivorship, regardless of the type of tenancy. However, the surviving joint tenant(s) must be living in the property as their only or principal home at the time of death. If this is not the case, the tenancy ceases to be assured, and Jigsaw will commence proceedings to bring the tenancy to an end.
68. The statutory provisions of Section 17 of the Housing Act 1988 (updated by the Localism Act 2011) allow for the deceased tenant's spouse/civil partner or cohabitee to succeed to the tenancy providing they were living in the property as their only or principle home at the time of death and the deceased tenant was not a successor tenant themselves. Where there is no one to statutorily succeed, a tenancy can be passed on under a valid will or the intestacy rules. In these circumstances, Jigsaw will consider the succession rights outlined in the deceased tenant's agreement before seeking possession under Ground 7 of the Housing Act 1988.
69. Where there is no spouse/civil partner/cohabitee to succeed, then another person can only succeed if the tenancy agreement allows for it. For tenancies created on or after 1st April 2012 any succession in these circumstances will be classed as a statutory succession. For tenancies created before this date any succession is classed as discretionary and will involve the creation of a new tenancy.
70. The majority of our tenancy agreements pre and post 1st April 2012 allow for succession to another person in specific circumstances, but only if the tenancy is assured. These circumstances vary depending on the version of the agreement and the landlord.

71. Jigsaw will continue to allow discretionary succession in compliance with the contractual terms of the deceased tenant's agreement and specific expectation of the Tenancy Standard.
72. Where there is no discretionary succession allowed for in the tenancy agreement, we may at our complete discretion consider offering a new tenancy to the person left in occupation. The Operations Director of Neighbourhoods will implement this discretion, having regard for the personal circumstances of those in occupation, any previous tenancy changes, the conduct of the original tenant/insecure occupier and the best use of our housing stock.

### Converting Sole Tenancies to Joint Tenancies

73. There is no statutory or contractual requirement for a landlord to change a tenancy once it is up and running. A tenant may request that someone else's name be added to their tenancy agreement usually as a result of changes to their household i.e., new partner moves in.
74. Once a tenancy is up and running other parties cannot be simply added in. Legally the existing tenancy must be ended and a new tenancy created in joint names.
75. Jigsaw considers that the existing contractual arrangements already in place for tenancy changes are sufficient and therefore any requests to change a sole tenancy to a joint tenancy will not be permitted.
76. The decision to restrict sole to joint tenancy conversions is grounded in the need to ensure responsible tenancy management and protect the integrity of housing allocations.
77. These restrictions help safeguard tenancies, reduce administrative and legal risks, and ensure fair access to housing for those in genuine need.

### 3.7. Tackling Tenancy Fraud

78. A dedicated Tenancy Fraud Policy has been developed to ensure robust procedures are in place for identifying, investigating, and addressing tenancy misuse. It outlines clear definitions, reporting mechanisms, and enforcement actions, and complements the overarching Tenancy Policy by providing operational clarity and reinforcing our commitment to ethical housing management. The dedicated policy will support consistent decision-making, enhance staff, and tenant awareness, and enable effective monitoring and reporting. It reinforces our partnership approach with enforcement agencies and align with the expectations of the Regulator of Social Housing under the Tenancy Standard.

### 3.8. Evictions

79. In circumstances where eviction is necessary, Jigsaw will act in accordance with the Tenancy Standard, specifically:

- Registered providers must offer services that help tenants sustain their tenancies and avoid unnecessary evictions.
- Where a move is required, tenants must be provided with timely advice and assistance regarding housing options before their tenancy or licence ends.

## 4 Partnership Working

80. Working with our partners within statutory services and other sectors, we will collectively look to achieve outcomes that support sustainable tenancies, tackle tenancy fraud and prevent homelessness.

## 5 Publicity and Promotion

81. Jigsaw is committed to ensuring tenants are aware of their rights, responsibilities, and available support by actively promoting the Tenancy Policy. This includes making the policy accessible and available via our website. Clear communication supports regulatory compliance, fosters trust, and empowers tenants to sustain their tenancies and engage with services effectively.

## 6 Monitoring and Delivery

82. There are no Group Key Performance Indicators relating to the Tenancy Policy; however, performance will be managed through the tenancy turnover measures within the Neighbourhood plans.
83. Monitoring will include tenancy-related issues linked to neighbourhood safety, shared spaces, and local partnership outcomes. These insights will contribute to neighbourhood plans and compliance with the Neighbourhood & Community Standard.

## 7 Legislation and Regulation

- Matrimonial Causes Act 1973
- The Housing Act 1988The Equality Act 2010
- The Localism Act 2011
- The Tenancy Standard 2024
- Renters Right Bill 2025
- Ministry of Justice Civil Procedure Rules and Pre-Action Protocol
- Neighbourhood & Community Standard (April 2024)

## 8 Related Policies and Procedures

- Group Probity and Anti-Fraud Policy
- Group Allocations Policy
- Group Rent Setting Policy
- Group Data Protection Policy
- Group Tenancy Fraud Policy
- Group Service Adjustments Policy
- Early Tenancy Visit Procedure

## 9 Document Control

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Responsible Officer/s:	Donna Kelly, Group Director of Neighbourhoods & Support Ivan Wright, Operations Director Neighbourhoods
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## Creating homes. Building lives.

Jigsaw Homes Group Ltd.

Cavendish 249  
Cavendish Street  
Ashton-under-Lyne  
OL6 7AT

<https://www.jigsawhomes.org.uk>  
0300 111 1133  
[info@jigsawhomes.org.uk](mailto:info@jigsawhomes.org.uk)

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