

## Tenancy Changes Policy

### Introduction

This document sets out Grand Union Housing Group's (GUHG) policy on sole and joint tenancies.

### Policy statement

Customers of GUHG may hold sole or joint tenancies. This policy outlines how GUHG will respond to requests from customers to change their tenancies.

A sole tenancy is held by one person. An assured tenancy can be placed in the names of more than one individual, which is referred to as a joint tenancy. The tenancy agreement is the same for joint customers as for sole customers and each customer must sign the document. Joint customers have equal rights of occupation of the dwelling and can only be excluded or evicted from the property by a court order. Each joint customer is jointly and severally liable for paying the rent and is fully responsible for meeting the obligations of the tenancy. On the death of a joint customer, the tenancy automatically continues for the surviving joint customer provided they occupied the premises as their only or principal home at the time of the death.

In the event of relationship breakdown between joint customers GUHG will remain impartial and offer advice to all joint customers about options as appropriate.

### Objectives

The objectives of the policy are to:

- Provide customers with a high quality housing management service regarding sole and joint tenancies in accordance with best practice and the law.
- Clarify the terminology and difference between joint tenancy and sole tenancy.
- Explain when a joint tenancy can be granted to new customers.
- Explain when existing customers can request changes to their tenancy.
- Explain succession following the death of a customer.

## **Other related policies**

Equality, Diversity and Customer Care Policy  
Allocation Policy  
Rent Arrears Policy  
Starter Tenancy Procedure

## **Applying for a tenancy**

Applications for housing can be made from sole or joint applicants and joint applicants (maximum of 2 persons) may be granted a joint tenancy.

There is no legal requirement for a landlord to grant a request from a sole customer for their tenancy to become a joint tenancy. Where a sole tenancy has been granted GUHG will **not** consider requests from an existing customer for a joint tenancy of the same property to be created.

## **Joint to sole (assignment)**

GUHG cannot amend a tenancy simply because one of the joint customers is no longer living at the property. The tenancy continues as long as one joint customer continues to occupy the property as their only or principal home and the non-occupation of one party does not affect the rights and responsibilities of both joint customers.

With the written permission of GUHG an assured joint tenancy or assured shorthold fixed term tenancy may be assigned to the sole name of one of the customers by Deed. This does not apply to assured shorthold, starter or demoted tenancies.

The assured and assured shorthold fixed term tenancy agreement also provides that with the written permission of GUHG the tenancy may be assigned to a person who would be entitled to succeed to the tenancy on the death of the customer. Again this does not apply to assured shorthold, starter or demoted tenancies.

A joint customer can only assign their tenancy to the other joint customer.

## **A Notice to Quit by one customer ends the tenancy for ALL parties to the tenancy.**

When considering requests for permission for assignment GUHG will consider the following:

- Who will be residing in the property following the assignment.
- Will the property be of a suitable size and type for the person/people residing there following the assignment.

- If the property is not of a suitable size and type, the person/people should be advised about applying for a suitable property in accordance with the Allocations policy for the relevant local authority area.
- Has the customer who is leaving the property secured alternative settled accommodation or received appropriate advice regarding this.
- There should be no rent arrears or other serious tenancy breaches.

GUHG will notify all joint customers if a request for assignment is being refused and the reason(s) why. There will need to be good reason not to notify all joint customers, for example where this would put a joint customer or other household member at risk.

If an assignment is completed without the prior consent of GUHG, this will be legally invalid and GUHG will consider taking possession proceedings against the occupants of the property.

A court may also order that a tenancy is changed from joint names to a sole tenancy.

## **Tenancy rights following assignment**

Where an assignment takes place with the permission of GUHG any preserved rights from the stock transfer will continue. This does not apply to assignments for mutual exchanges when tenancy rights can be affected.

The customer will become a successor following the assignment, unless it was ordered by the court under Section 24 of the Matrimonial Causes Act 1973 and the other party to the marriage was not a successor.

## **Succession following death of a customer**

When one party to a joint tenancy dies, the tenancy passes to the other customer by survivorship. This is not a new tenancy and any arrears remain with the surviving customer. This counts as a statutory succession and there cannot be any further succession of the tenancy. The tenancy agreement details rights of succession following the death of a customer.

Where succession occurs and the property is not suitable for the successor customer GUHG may consider asking them to move. Examples of where the property may not be suitable include the following circumstances:

- The property is too large for the successor customer (unless the successor customer is a spouse, civil partner or unmarried partner of either sex provided they have lived together for at least 12

months). This would be where there is more than one bedroom in excess of the household needs.

- The property has features which are designed to make it more suitable for occupation by a person with physical disabilities and no person residing in the property needs those features.
- The property is one of a group of properties let to people with identified support needs or special needs and there is a facility nearby to help the residents, for example a sheltered housing scheme, and no person residing in the property has those support needs or special needs.

When a customer dies and there is a household member who does not have the right to succeed, (e.g. where the deceased customer was a successor customer), the household member will need to make a housing application in accordance with the Allocations policy for their local authority area.

There is no right to a joint succession and GUHG will not consider a request from a successor customer for a joint tenancy of the same property to be created.

## **Absentee customers**

If one of the customers has left the property and cannot be traced or is uncooperative, then it will not be possible to assign the tenancy to a sole customer because both customers must agree to this.

However, in some cases, we will agree to grant a new tenancy to the remaining customer if they end the tenancy by completing a valid notice to quit giving us four weeks' notice. We would not normally agree to this unless:

- the absent joint customer has made it clear by their actions that they have no intention of returning to or retaining a legal interest in the property AND
- evidence and investigation shows that there is no chance of getting in touch with the absent customer to confirm their intentions **OR** such contact could put the remaining customer at risk.

We will normally only agree to grant a new tenancy where the rent account is clear and no legal action is pending or exclusion order etc. exists. We may not agree to grant a new tenancy if the property would be unsuitable for the proposed new sole customer, for example under-occupied.

Where we agree, the remaining customer will need to serve a valid notice to quit. Once this has expired, a new tenancy is then granted to the remaining customer making them a sole customer.

## Monitoring

A review of the contents of this policy will be undertaken as part of GUHG's policy review programme.

<b>Customer consultation:</b>	May 2018
<b>Equality Impact Assessment:</b>	initial screen
<b>Person responsible for review:</b>	Director of Customer Experience
<b>Supported in the review by:</b>	Housing Manager
<b>Ratified by:</b>	Leadership Team 9 May 2018
<b>Date of review:</b>	May 2018
<b>Date of next review:</b>	May 2021