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# Tenancy Management Policy

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**Department: Housing Management**

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## 1. INTRODUCTION

This policy outlines OHG's position with regards to tenancy changes, e.g. succession, assignment and when it is necessary to create a joint or a sole tenancy. These services are required when certain circumstances occur such as the death of a tenant, a request for a mutual exchange, a request to assign a tenancy, or if a tenant's relationship with their partner has broken down.

This policy refers only to general needs and Key Worker tenancies and must be considered in conjunction with the OHG [Tenancy Management Procedures](#).

For information regarding void properties and terminating a tenancy, please refer to the OHG [Void Contacts Policy & Procedure](#). For information on signing up new tenants and creating new tenancy agreements for void properties or conducting a transfer, please refer to the OHG [Allocations Policy & Procedure](#).

OHG is committed to developing its policies and practices in consultation with residents.

### 1.1 Definition

For the purpose of this policy, a tenancy change refers to administering a succession, an assignment/mutual exchange or a joint to sole or sole to joint tenancy.

## 2. AIMS & OBJECTIVES

### Aims:

- To provide accessible information for tenants and residents with regards to their statutory rights on succession, assignment and joint tenancies
- To meet the legal and regulatory requirements pertaining to Assured, Secure and Assured Shorthold tenancies and to apply discretion in line with best practice.

### Objectives:

- To publish a clear, concise and jargon free policy on tenancy changes on the resident website and provide on request the OHG Tenancy Changes Procedure.
- To provide all new residents with a Resident Handbook at the point of sign up containing information on tenancy changes.
- To conduct a full review of the policy & procedure biannually and to administer updates as necessary based on developments in case law, regulation and best practice.

## 3. POLICY STATEMENT

OHG will work to ensure that all tenants and residents are treated fairly and that due regard is given to current legislation, regulation and best practice when dealing with requests for a tenancy change. OHG's position with regards to succession, assignment and joint tenancies is outlined below:

### 3.1 Succession

In the event of a death of a tenant, an occupant residing in the same property may have a legal right to succeed to (take over) the tenancy. The statutory rights of assured tenants are not as far-reaching as those of secure tenants; however, it is OHG's policy to offer more

than the statutory minimum to both secure and assured tenants. Succession may be granted to:

- a tenant's partner, married or unmarried, same or different sex, provided they lived with the tenant at the time of their death and it was their only or principal home
- a family member if living with the tenant as their main residence for a period of 12 months prior to the tenant's death
- a remaining joint tenant.

Only one succession is permitted; therefore if the deceased tenant was themselves a successor no further succession can take place. Succession cannot be granted to OHG's Assured Shorthold Tenancies with the exception of Starter Tenancies. The Housing Officer responsible for the management of the tenancy will advise any prospective successors of their rights and assist them as efficiently and sensitively as possible.

### **3.2 Sole to Joint Tenancy**

Sole tenants may request to have a joint tenancy agreement meaning that they would share their tenancy with another person. There is no legal right for OHG to grant joint tenancies but it is our policy to give consent to requests made by partners whether married or unmarried. OHG will not permit joint tenancies between siblings or parents and children.

Applicants will be given a leaflet advising them of the implications of having a joint tenancy which they must consent to having read before their application is granted. They will also be advised to seek independent legal advice. If the sole tenant is in breach of any of the conditions of their current tenancy, the application will be refused. Joint tenancies will not be granted to tenants with Assured Shorthold Tenancies (Starter or Key Worker).

### **3.3 Joint to Sole Tenancy**

OHG will permit a tenancy to be ended by one member of a joint tenancy if that tenant is giving OHG vacant possession of the property, i.e. neither tenant wishes to remain a tenant of the property. If one member of the tenancy requests to remain in the property as a sole tenant OHG must first receive confirmation from the vacating tenant that they no longer wish to be a tenant of the property. The applicant will be asked to locate the departing tenant so that they may advise OHG in person that they wish to give up their tenancy.

Where a request for a sole tenancy is received from a joint tenant who is a victim of domestic violence, OHG will make every effort to investigate their case & obtain evidence. OHG may then find it necessary to end the joint tenancy and issue a sole tenancy to the tenant subjected to domestic violence.

Tenants will be advised that the creation of a new tenancy agreement will always result in an increase in rent to ensure that the current target rent is applied.

### **3.4 Assignment by Mutual Exchange**

Existing tenants may wish to conduct a mutual exchange with other tenants of OHG or with tenants of another housing association or local authority. OHG recognises that mutual exchange is a useful way of satisfying housing needs and aspirations which cannot be met

in other ways

Tenants must obtain consent from OHG before carrying out a mutual exchange and OHG will respond promptly to all applications. OHG may attach conditions to consent for mutual exchange such as clearing rent arrears. The circumstances under which OHG may withhold consent are outlined in the OHG **Tenancy Management Procedures**.

Residents interested in mutual exchange are advised to register with Homeswapper, a UK website for social housing tenants looking to swap homes, [www.homeswapper.co.uk](http://www.homeswapper.co.uk) Once a tenant has found another tenant wishing to exchange with them, they must contact their Housing Officer to request an application form.

### **3.5 Assignment to a Qualifying Successor**

In certain circumstances, tenants may have a right to assign their tenancy to another person before the event of their death with OHG's consent and as per the conditions of their tenancy agreement. There can be only one assignment by law and that can only be made to a person that would qualify as a successor to the tenancy after the death of the tenant, as explained in point 3.1.

### **3.6 Tenancy Changes Procedures**

Please refer to the OHG's **Tenancy Management Procedures** for details of the legislation OHG will adhere to and the timescales within which it will manage tenancy changes. The procedure is available to residents on request.

### **3.7 Resident Support**

'Alerts' are applied to tenancies in OHG's housing management database Universal Housing so that staff are notified of factors which affect the way services are delivered. This information is captured during sign up or through tenancy audit checks. Please refer to the **OHG Alerts Policy** for further details.

## **4. LEGISLATION REGULATION & GUIDANCE**

Listed below are the key Acts and regulations that have been taken into consideration in the creation of the Tenancy Changes Policy and its accompanying procedure.

- Housing Act 1985
- Housing Act 1988
- Housing Act 2004
- Housing Regeneration Act 2008
- Protection From Eviction Act 1977

## **5. CONFIDENTIALITY**

Under the Data Protection Act 1998 and the Human Rights Act 1998, all personal and sensitive organisational information, however received, is treated as confidential. This includes:

- anything of a personal nature that is not a matter of public record about a resident, client, applicant, staff or committee member
- sensitive organisational information



Officers will ensure that they only involve other agencies and share information with the consent of the resident concerned, unless:

- OHG is required to by law
- the information is necessary for the protection of children

Please refer to the OHG **Date Protection Policy** for further information.

## **6. EQUALITY & DIVERSITY**

OHG recognises the needs of a diverse population and always acts within the scope of its own **Equality and Diversity Policy**, the Human Rights Act 1998, The Disability Discrimination Act, and Race Relations Act. OHG works closely with its partners to ensure it has a clear understanding of its resident community with clear regularly updated service user profiles. The Business Solutions Team is responsible for recording, analysing and monitoring information on ethnicity, vulnerability and disability.

## **7. HEALTH & SAFETY**

Officers will follow OHG's **Health and Safety Policy** and **Loan Working Policy**, at all times when managing tenancy changes.