

# Tenancy Assignment Policy

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| <b>1.0</b> | <b>SCOPE</b>   |
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|            | <b>Purpose</b>   |
| 1.1.       | This document sets out whg's policy towards agreeing assignments requested by general needs customers.   |
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|            | <b>Legal and regulatory framework</b>  |
| 1.2.       | <b>Housing Act 1988 Section 15: Assignment</b><br>Assured tenants are able to assign their tenancy under the terms specified in their tenancy agreement, but they must have the landlord's permission to do so.  |
| 1.3.       | <b>Matrimonial Causes Act 1973 Section 24: Property Adjustment Orders</b><br><b>Children Act 1989 Schedule 1: Financial Provision for Children</b><br><b>Family Law Act 1996 Schedule 7: Transfer of Certain Tenancies</b><br>The Family Court may order the transfer of an individual's specified property, in this case their tenancy, to their former partner, their child's parent or their child. |
| 1.4.       | <b>Immigration Act 2014 Section 21: Persons Disqualified by Status</b><br>Anyone who does not have leave to enter or remain in the UK is not allowed to hold a tenancy agreement in the UK; this is referred to as not having "Right to Rent".   |
| 1.5.       | <b>Housing Act 1988 Schedule 2: Grounds for Possession</b><br>Ground 12: whg can apply for possession where there has been a breach of the terms of the tenancy agreement, including assignment without landlord's consent. This is a discretionary ground.  |
| 1.6.       | <b>Regulator of Social Housing: Tenancy Standard</b><br>Registered providers shall make sure the home continues to be occupied by the tenant they let the home to in accordance with the requirements of the relevant tenancy agreement [2.2.6] and develop and provide services that will support tenants to maintain their tenancy and prevent unnecessary evictions [2.2.7].                        |
| <b>2.0</b> | <b>POLICY STATEMENT</b>  |
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|            | <b>Assigning the tenancy to another person</b>   |

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| 2.1. | If a customer wants to give their tenancy to someone else, they can assign the tenancy but only to the person who would have been entitled to it if the customer had died. Who this person is (the potential qualifying successor) is set out in the individual tenancy agreement and whg's Succession Policy.  |
| 2.2. | Customers must get whg's permission before assigning their tenancy. If the assignment is valid, we will usually give our permission. We may withhold permission if: <ul style="list-style-type: none"> <li>• The customer is in breach of their tenancy, or has been within the last twelve months, including any rent arrears or legal action, and/or:</li> <li>• The customer wants to assign their tenancy to someone who is not allowed to be a whg tenant under the Restricted Access Policy or the Immigration Act 2014, and/or:</li> <li>• We have good cause to think the assignment would not be reasonable, for example if the customer lacks mental capacity to assign.</li> </ul> |
| 2.3. | whg is not a party to the assignment: this means it is the responsibility of the customer, and the person they are assigning their tenancy to, to make sure they both understand, and both agree to, the assignment. We will help customers with the process and paperwork, and usually witness the Deed of Assignment.   |
| 2.4. | whg will only allow an assignment that creates a joint tenancy if it is between the current tenant and their partner, and only if their partner is an adult eligible to succeed to the tenancy.   |
| 2.5. | An assignment under this Policy counts as a succession. This means there is no right to another assignment, or succession.  |
|      | <b>If joint tenants do not agree to an assignment</b>   |
| 2.6. | If either joint tenant does not agree to assigning the tenancy to the other joint tenant solely, the tenancy will remain joint unless the court orders for the tenancy to be assigned or vested to either tenant. If we receive a court order for this, we will carry out the assignment.   |
| 2.7. | Either joint tenant can send us a Notice to Quit: this will end the tenancy entirely for both joint tenants. If the joint tenant who sent the Notice has left the property, we will usually grant a new sole tenancy to the tenant who is still living there.   |
| 2.8. | If it would not be reasonable to grant a new tenancy to the former joint tenant who is still at the property, for example if they submitted the Notice themselves, we may offer a tenancy in suitable alternative accommodation. If there is a reason why we cannot offer another tenancy, for example if they do not have Right to Rent, we provide support and signposting.   |
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| <b>3.0</b> | <b>PERFORMANCE MEASURES</b>   |
| 3.1.       | The Community Housing management team carries out monthly assurance checks that review whether assignments have been conducted in line with policy. Additional quarterly reviews are conducted to provide further assurance. These check whether whg is compliant with the Tenancy Standard and all applicable legislation. |
| 3.2.       | There are no key performance indicators associated with this Policy.  |
| <b>4.0</b> | <b>EQUALITY AND DIVERSITY</b>   |
| 4.1        | This Policy ensures all customers are supported to assign their tenancy where allowed to under their tenancy agreement.   |
| <b>5.0</b> | <b>TRAINING AND DISSEMINATION</b>   |
| 5.1.       | Colleagues responsible for facilitating assignments will receive training on the Policy and all associated procedures and guidance notes.   |
| <b>6.0</b> | <b>MONITOR AND REVIEW</b>   |
| 6.1        | This Policy will be monitored by the Director of Housing and reviewed every three years by the Policy Group.  |
| <b>7.0</b> | <b>ASSOCIATED DOCUMENTS, POLICIES AND PROCEDURES</b>  |
| 7.1        | Documents, policies and procedures associated with this Policy are: <ul style="list-style-type: none"> <li>• whg tenancy agreements</li> <li>• whg Succession Policy and procedure</li> <li>• whg Allocations Policy and procedure</li> <li>• whg Restricted Access Policy</li> </ul>                                       |

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| <b>Legal advice</b>        | Richard Dewsbery (Legal Services)  |
| <b>Consultation</b>        | Community Housing; Income and Allocation; Community Safety; Health and Wellbeing; DPO; Governance; H&S |
| <b>Approved by</b>         | Policy Group   |
| <b>Review Date</b>         | December 2024  |
| <b>Corporate Plan aim</b>  | <ul style="list-style-type: none"><li>• Deliver high-quality homes and services</li></ul>              |
| <b>Equality Assessment</b> | 2 December 2021  |
| <b>Key changes made</b>    | Procedural sections and sections applicable to fixed term tenancies removed; rewording for clarity     |