

Tenancy Assignment Policy

1.0	SCOPE
	Purpose
1.1	This document sets out whg’s policy towards tenant’s agreeing assignments requested by general needs customers and sets out tenants’ rights to assign their tenancy under legislation and their tenancy agreement.
1.2	This policy does not apply to Shared Ownership homes.
1.3	This policy does not apply to Starter tenancies which can only be assigned by court order by the Family Court.
	Legal and regulatory framework
1.4	Housing Act 1988 Section 15: Assignment Assured tenants are able to assign their tenancy under the terms specified in their tenancy agreement, but they must have the landlord’s express permission to do so in writing.
1.5	Matrimonial Causes Act 1973 Section 24: Property Adjustment Orders Children Act 1989 Schedule 1: Financial Provision for Children Family Law Act 1996 Schedule 7: Transfer of Certain Tenancies 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.
1.6	Immigration Act 2014 Section 21: Persons Disqualified by Status 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 “ <i>Right to Rent</i> ”. A landlord is under a legal duty to conduct checks that an individual has a Right to Rent before letting accommodation.
1.7	Housing Act 1988 Schedule 2: Grounds for Possession 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.

1.8	<p>Regulator of Social Housing: Tenancy Standard</p> <p>1.1.1 Registered providers must allocate and let their homes in a fair and transparent way that takes the needs of tenants and prospective tenants into account. 1.3.2 They shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.</p>
2.0	POLICY STATEMENT
2.1	<p>There are 4 main reasons for a tenancy to be assigned and these are as follows-</p> <ul style="list-style-type: none"> - When the Family Court has ordered the transfer as part of the divorce or separation proceedings. - When a customer has whg's consent to carry out a mutual exchange as described in the Mutual Exchange Policy, which is not classed as a succession. - When the tenancy agreement allows a customer to assign the tenancy to someone who would be a qualifying successor as described in our Succession Policy. - Joint tenants transferring a tenancy to just one of the existing joint tenants.
2.2	<p>Assignment to a potential successor</p> <p>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 succeed it if the customer had died.</p> <p>Who this person is? - the potential qualifying successor - is set out in the individual tenancy agreement and whg's Succession Policy.</p> <p>An assignment to a potential qualifying successor counts as a succession. There can usually be no further succession when the new tenant dies or any further assignment.</p>
2.3	<p>Customers must get whg's express permission before assigning their tenancy. If the assignment is valid, we will usually give our permission. We may withhold permission if:</p> <ul style="list-style-type: none"> - The customer is in breach of their tenancy conditions, or has been within the last twelve months, including owing any rent arrears. - The customer has any pending possession proceedings and/or other legal action against them and/or are subject to any court orders made against them [this covers past breaches where a Suspended

	<p>Possession Order is currently in place, or an outright possession order has not yet been enforced].</p> <ul style="list-style-type: none"> - 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: we have good cause to think the assignment would not be reasonable, for example if the customer lacks mental capacity to assign.
2.4	<p>It is the responsibility of the customer, and the person they are assigning their tenancy to, to make sure they both fully understand, and both agree to, the assignment. It is the responsibility of both the customer and the person they are assigning their tenancy to get independent legal advice if they are unsure of the implications of the assignment.</p> <p>We will help customers with the process and paperwork, and usually witness the Deed of Assignment.</p>
2.5	<p>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.</p>
2.6	<p>An assignment under this Policy counts as a succession. This means there is no right to another assignment, or succession as outlined in the Succession Policy.</p>
	Sole to Joint
2.7	<p>whg will only consider requests to add a customer's partner to create a joint tenancy, where the partner is eligible to succeed to the tenancy under our Succession Policy and where there has been no previous succession under that policy or the current legislation. whg will provide advice and assistance on the implications of a joint tenancy, such as joint rent liability and ending the tenancy. Both parties must consent and sign the Deed of Assignment. The rent account must be cleared prior to the assignment.</p>
	Joint to Sole tenancy
2.8	<p>A joint tenant cannot assign to a potential qualifying successor. When a joint tenant dies, the surviving tenant inherits the tenancy by survivorship.</p> <p>For joint tenants to assign a tenancy to the sole tenant this will need the consent of both parties to agree as they will need to both willingly sign the Deed of Assignment. Where mutual consent is not available, whg will provide appropriate advice and assistance to both parties. Any rent arrears need to be cleared prior to the assignment.</p>
2.9	<p>If either joint tenant does not agree to assigning the tenancy to the other joint tenant solely, the tenancy will remain joint unless a court orders for the</p>

	tenancy to be assigned or vested to either tenant. If we receive a court order for this, we will carry out the assignment.
2.10	Either joint tenant can send whg 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, whg will usually grant a new sole tenancy to the tenant who is still living there if it is reasonable to do so.
2.11	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, whg provide support and signposting.
3.0	PERFORMANCE MEASURES
3.1	The Regional Community Housing Managers carry 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.
4.0	EQUALITY AND DIVERSITY
4.1	This Policy ensures all customers are supported to assign their tenancy where allowed to under the terms of their tenancy agreement and are not treated unfavourably.
5.0	TRAINING AND DISSEMINATION
5.1	Colleagues responsible for facilitating assignments will receive training on the Policy and all associated procedures and guidance notes.
6.0	MONITOR AND REVIEW
6.1	This Policy will be monitored by the Director of Housing and Customer Service and reviewed every three years by the Policy Group.
7.0	ASSOCIATED DOCUMENTS, POLICIES AND PROCEDURES
7.1	Documents, policies and procedures associated with this Policy are: <ul style="list-style-type: none"> • whg tenancy agreements • whg Succession Policy and

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| | <ul style="list-style-type: none">• whg Allocations Policy• whg Restricted Access Policy• Equality, Diversity and Inclusion Policy• Tenancy Fraud Policy |
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Document author	Assistant Director of Housing- Community
Document owner	Director of Housing and Customer Services
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Key changes made	Procedural sections and sections applicable to fixed term tenancies removed, rewording for clarity throughout. Added Equality, Diversity and Inclusion Policy Tenancy Fraud Policy

Definitions

1. Assignment

An assignment is a transfer of the tenancy to another tenant or tenants by deed during the lifetime of the original tenant.

2. A Licence to Assign

This is a formal document which grants permission by the landlord to undertake an Assignment by deed and is granted prior to the deed of assignment being granted.

Deed of Assignment?

A tenancy should be assigned using a valid document known as a deed. The document must be labelled as a deed as signed by each party. It must include

- Name and address of original tenant
- Name and address of the new tenant
- Works "signed as a deed"
- Landlord's details
- An independent person must witness the signatures of the original tenant and new tenant and sign the document as a witness.