

# TENANCY CHANGES POLICY (SOLE TO JOINT & JOINT TO SOLE)

## 1 STATEMENT ON POLICY – SOLE TO JOINT

1.1 There is no right to the granting of a joint tenancy, nor to add a tenant to an existing tenancy. If a tenant requests a joint tenancy this is a matter which is at the discretion of the landlord. Grounds for refusal of joint tenancy applications are as follows:

- The tenant or proposed joint tenant has housing related debt
- The tenancy has not been conducted in a satisfactory way and/or the tenancy conditions have been breached
- There is outstanding legal action in relation to the tenancy
- The proposed joint tenant does not have recourse to public funds
- There is no evidence showing that the proposed joint tenant is the current tenant's spouse or civil partner
- There is no evidence showing that the proposed joint tenant has been co-habiting with the current tenant for more than 12 months
- There is sufficient doubt that the relationship between the sole tenant and proposed joint tenant is genuine
- The sole tenant is over occupying the property as per the Local Housing Allowance (LHA) regulations regarding bedroom entitlement
- The sole tenant is residing in an adapted property that they no longer require
- The proposed joint tenant is someone from whom the sole tenant has previously suffered/fled domestic abuse (or vice versa)
- The proposed joint tenant is someone whom the sole tenant had a previous joint tenancy, and this was dissolved by any means (or vice versa)
- The tenancy has been demoted
- The proposed joint tenant is already named on another tenancy

(please note this list is not exhaustive)

- 1.2 The City Council will not agree to joint tenancy requests between generations (e.g. mother and daughter) unless in exceptional circumstances. Please see the Succession Policy for further information.
- 1.3 Upon approval, a Notice to Quit (NTQ) must be served by the existing tenant and a new joint tenancy will be created.

## **2 STATEMENT ON POLICY – JOINT TO SOLE**

- 2.1 Joint tenants are responsible individually and together for keeping to the tenancy conditions and making sure that rent and other charges are paid.
- 2.2 It is not possible for a joint tenancy to be passed on by deed of assignment or deed of release except in the case where it is required by a court order under the matrimonial legislation or the Children' Act (1989).
- 2.3 A sole tenancy request will be refused in the following circumstances:
- The tenant has housing related debt
  - The tenancy has not been conducted in a satisfactory way and the tenancy conditions have been breached
  - There is outstanding legal action in relation to the tenancy
  - The tenant is under occupying the property as per the Local Housing Allowance (LHA) regulations regarding bedroom entitlement
  - The remaining tenant does not have recourse to public funds

Please note, for cases where domestic abuse has been disclosed the Housing Officer will manage the case as per the guidelines set out in the Disclosures of Domestic Abuse Procedure and Management of Perpetrators (Secure Tenants) Procedure.

- 2.4 When a joint to sole application is approved by City Council a Notice to Quit (NTQ) from one of the joint tenants is required to terminate the

existing joint tenancy. A new sole tenancy will be created for the remaining tenant once the NTQ expires.

### **3 KEY ISSUES FOR POLICY IMPLEMENTATION**

- 3.1 Housing Officers will process tenancy changes following decisions made in Court.
- 3.2 When one tenant in a joint tenancy serves a Notice to Quit, the other tenant will be notified in writing as it will end the tenancy for both joint tenants - see the Use and Occupation Policy for more information.
- 3.3 A request for a change from a joint to a sole tenancy will be referred to the Housing Services Manager, or with delegated authority to a Housing Officer.
- 3.4 Before considering a request for a sole to joint tenancy the Housing Officer must confirm the details of the new sole tenant.
- 3.5 Once the request has been approved a Notice to Quit is required to end the sole tenancy before a joint tenancy is offered.
- 3.6 As long as one joint tenant lives in the property the tenancy is secure and the tenancy will continue as long as the rent is paid and the Tenancy Agreement is adhered to.

**Policy written: October 2018**

**Reviewed: June 2021**

**Next review date: June 2024**