

Tenancy Changes Policy



Directorate: Communities

Issue Date: January 2023

Revision Date: January 2026

Version: 5

Document Information

Scope:

This policy will ensure that Salix Homes approach to all changes to tenancies in accordance with current legislation and the contractual tenancy agreements. It will also demonstrate a supportive and sensitive approach to its customers.

This will apply to requests for a joint tenancy from a sole tenancy, a sole tenancy to a joint tenancy and name changes.

Service Standards / Performance Measures / Corporate Strategy:

The cases will be reviewed in line with the stated policy. Cases will be proactively managed and closed promptly. There is clear guidance for decision making to ensure that the cases are managed consistently and stock is managed effectively.

Risks:

Changes to legislation means approach is no longer applicable – Allocations and voids manager

Mitigation – Allocations and Voids Team will be responsible for researching updates on government policy

Related Policy/Procedure & Documents:

Tenancy fraud procedure
Salix Homes local lettings procedure
Succession and assignment policy and procedure
Left in occupation policy and procedure
Salford City Council's allocations policy
Lodgers and subletting procedure
Tackling anti-social behaviour policy and procedure
Current tenant arrears procedure

Related Legislation / Relevant Regulation:

Document Information

Salix Homes will comply with current legislation and guidance. Government legislation has been considered when formulating this policy and accompanying procedure. The following Acts and relevant Codes of Guidance should be considered as a minimum when assessing applications for change to tenancies:

- Localism Act 2011
- Housing Act 1988
- Housing Act 1996
- Property Act 1925
- Matrimonial Causes Act 1973
- Matrimonial and Family Proceedings Act 1984
- Children Act 1989
- Civil Partnership Act 2004
- The Prevention of Social Housing Fraud Act 2013

Any personal information provided to us regarding customers' personal or financial circumstances will be dealt with in the strictest confidence. All data held in respect of residents will be recorded and processed in accordance with the Data Protection Act 2018.

Retention & Legal Basis for Storage:

Tenancy change records will be kept for a period of 10 years after the ending of the tenancy in line with the tenancy file retention period.

Salix Homes processes tenancy change requests under the following purposes:

- Consent: Consent of the data subject.
- Necessary for Contract: Processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract.

Stakeholders:

Members of the Communities department and Income Management have been contacted and invited to provide comment on the policy and procedure as part of the review.

Data Protection Impact Assessment (DPIA)

DPIA has been completed prior to the review of the policy

Equality Impact Assessment (EIA)

An EIA was completed prior to the review of the policy

Introduction

1. Salix Homes is committed to managing tenancies in accordance with current legislation and best housing management practice. There are many reasons why we may have to make changes to tenancies. This policy explains the legislation around some of these changes and the process when:
 - A joint tenant requests a sole tenancy
 - A sole tenant requests a joint tenancy
 - A tenant requests to amend their name
2. This policy will provide guidance in the processing of requests for joint to sole and sole to joint tenancy change and name change requests.
3. Salix Homes will ensure consistency and fairness in the approach to these requests.

Policy

4. Statutory Requirements

5. According to the Housing Act 1988, a joint tenancy can only become a sole tenancy in the following circumstances:

- **Court Order**

In the event of a relationship breakdown between joint tenants, the courts can assist with transferring the tenancy into a sole tenancy. Salix Homes will require copies of the court order along with any deed of assignment.

- **Death**

The tenancy continues for the surviving joint tenant, Salix Homes will adhere to the succession policy in circumstances where one joint tenant dies.

Changes to Tenancies

6. Salix Homes legally has full discretion on decisions to amend tenancies, but will use the following supporting documents and evidence to ensure that fairness and consistency is applied:
 - Salford City Council's allocations policy
 - Salford City Council's housing register
 - Local lettings policy
 - Salix Homes allocation policy
 - Sustainable communities
 - Property type / affordability
 - Length of residency at the property

7. Termination and resign of a tenancy for Joint to Sole and Sole to Joint Tenancy Changes

8. If the original tenancy is an assured protected rights tenancy, then upon deed of surrender the tenancy will end. As Salix Homes is a registered provider any new tenancy will be an assured tenancy. This means that the new tenancy will vary from the original tenancy, including the loss of the ability to claim the Right to Buy the property, changes to some succession rights and changes to other rights.

9. Implications of creating a joint tenancy

10. Simply adding a name to a tenancy agreement does not create a joint tenancy.
11. In the case of a joint tenancy the following rules apply to both tenants:
 - Joint tenants have equal rights of occupation.
 - Where one tenant leaves, the joint tenancy continues and both tenants remain jointly and severally liable for the tenancy agreement obligations.
 - Either joint tenant can terminate the tenancy by giving written Notice to Quit.
12. Due to the implications of the above, Salix Homes will direct all tenants and proposed tenants to seek independent legal advice to ensure they understand the obligations of a joint tenancy. The tenancy specialist officer will ensure that they explain to the tenants involved in the tenancy change, the main implications of undertaking the change from a tenancy point of view. This is not to provide advice but to ensure they understand the implications.

13. Sole tenancy to joint tenancy

14. Salix Homes will only approve an application to create a joint tenancy if:
 - The proposed joint tenant would ordinarily be a statutory successor in the event of the death of the current tenant; and
 - The proposed joint tenant is 18 years old or over at the date of the application; and
 - For the tenant's partner, civil partner or spouse they can provide satisfactory evidence that they are living at the property as their only or principal home.
 - For family members, the proposed joint tenant can provide satisfactory evidence of at least 12 months' residency prior to the date of application.
 - There are no breaches of the current tenancy.
 - There has not already been a change of tenancy other than an assignment by way of mutual exchange
 - The additional tenant has the right to rent.
 - The additional tenant is compliant with any local lettings policy and Salix Homes allocation policy

15. Joint to Sole

16. Simply removing a name from a tenancy agreement does not end the tenancy or convert it from a joint tenancy to a sole tenancy.

17. Other than as a result of the death of the joint tenant or a court order transferring the tenancy into a sole tenancy, Salix Homes will only approve an application to create a sole tenancy from a joint tenancy if:
 - One tenant wishes to surrender their legal right to the tenancy and all joint tenants plus Salix Homes agree with the change of tenancy.
18. Where a joint tenant wishes to surrender their legal interest in the property Salix Homes will not agree to this if:
 - The proposed sole tenant owns property elsewhere
 - There has already been a change of tenancy other than an assignment by way of mutual exchange
 - The proposed sole tenant would be under occupying the property by more than one bedroom
 - The sole tenant cannot afford the property on their own
 - There are breaches of the current tenancy or there has been anti-social behaviour or criminal activity.
 - The remaining tenant does not have the right to rent
 - Granting a sole tenancy to the remaining tenant is not compliant with Salix Homes allocations policy and local lettings policy, if one is in place
19. If a tenancy change is approved, all rent arrears and debts to Salix Homes must be cleared before the tenancy change can be actioned.
20. In the cases of allegations of domestic abuse, the allocations and tenancy specialist manager will liaise with the community safety manager to ensure any request is dealt with in line with the law and good practice in these situations.
21. Where a request is made for a tenancy change due to other forms of abuse or harassment and they do not qualify under the policy, the case will be referred to the director of customer service and assets or the communities director.
22. **Joint to sole application refusals**
23. In a joint tenancy each tenant is jointly liable and responsible for the tenancy regardless if they are residing at the property or not. All tenants will be held responsible for the full rent, and any breaches of the tenancy. A notice served on either tenant or received by either tenant applies to all.

Name Change

24. Tenants requesting a name change will need to provide Salix Homes with one of the following legal documents before approval will be granted:
 - Marriage certificate
 - Final decree of divorce (Decree Absolute)
 - Deed poll document

25. If a tenant has not formally changed their name but wishes to be known under a different name, this information will be recorded, however the tenancy will remain in the original name.

26. **Proof of identity**

27. It is Salix Homes' policy to check identification held on file, before completing any changes to tenancies. Should this not be available, proof of identification must be obtained from all parties. This includes two forms of identification (one of which must be photographic).