

Tenancy Changes Policy

Directorate: Communities

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1. Introduction

- 1.1 This policy sets out Salix Homes' approach to managing changes to tenancies in accordance with current legislation and contractual tenancy agreements. It applies to requests for joint to sole tenancy changes, sole to joint tenancy changes and changes of name.
- 1.2 Salix Homes recognises that changes to a tenancy may be required where a tenant's personal circumstances change, including marriage, civil partnership, cohabitation, separation or divorce. Such circumstances can be sensitive, and requests will be managed with care, fairness and consistency.
- 1.3 For information on passing on or inheriting a tenancy following the death of a named tenant, please refer to our Succession and Assignment Policy. For information on exchanging properties with another housing association or council tenant, please refer to our Mutual Exchange Policy.

2. Policy Statement

- 2.1 The purpose of this policy is to clearly set out when and how changes to a tenancy will be considered following a change in a tenant's circumstances.
- 2.2 Salix Homes will consider all requests transparently and consistently, taking into account the needs of tenants, the effective management of housing stock, and compliance with legal and regulatory requirements.
- 2.3 We are committed to managing tenancy changes lawfully, fairly and consistently, while providing appropriate support to tenants during what may be challenging or sensitive situations.

3. Changes to Tenancies

3.1 Types of tenancy change

3.1.1 There are three ways in which a tenancy may change under this policy:

- Joint to sole application
- Sole to joint application
- A change of name

3.2 Joint to Sole Tenancy

3.2.1 An application to change a joint tenancy to a sole tenancy will only be approved where all parties agree, or where the change is required by law. Any approval is subject to affordability, suitability of the property and compliance with relevant policies.

3.2.2 Removing a name from a tenancy agreement does not automatically end the tenancy or convert a joint tenancy into a sole tenancy.

3.2.3 Other than in cases where a joint tenant has died or where a court order requires the tenancy to be transferred, Salix Homes will only consider an application for a joint to sole tenancy where one joint tenant wishes to surrender their legal interest in the tenancy.

3.2.4 Such applications will only be approved where all remaining joint tenants and Salix Homes agree to the proposed change.

3.2.5 Salix Homes will not approve a joint to sole tenancy where any of the following apply:

- The proposed sole tenant owns another property
- There has already been a change of tenancy, other than an assignment by way of mutual exchange
- The proposed sole tenant would under-occupy the property by more than one bedroom
- The proposed sole tenant cannot afford the tenancy independently
- There are breaches of the tenancy, including anti-social behaviour or criminal activity
- The remaining tenant does not have the right to rent
- Granting a sole tenancy would not comply with Salix Homes' Allocations Policy or any applicable local lettings policy

- 3.2.6 Where a tenancy change is approved, all rent arrears and any other debts owed to Salix Homes must be cleared before the change can be completed.
- 3.2.7 Where a request for a joint lease to sole tenancy arises due to allegations of domestic abuse, the Housing Manager will liaise with the Community Safety Manager to ensure the request is managed in line with legislation and recognised good practice.

3.3 Sole to Joint Tenancy

- 3.3.1 Simply adding a name to a tenancy agreement does not create a joint tenancy.
- 3.3.2 In a joint tenancy, the following rules apply equally to all tenants:
- Joint tenants have equal rights of occupation.
 - If one tenant leaves, the joint tenancy continues, and both tenants remain jointly and severally liable for all obligations under the tenancy agreement.
 - Either joint tenant may terminate the tenancy by serving written Notice to Quit.
- 3.3.3 Due to the legal and financial implications of a joint tenancy, Salix Homes strongly advises all tenants and proposed joint tenants to seek independent legal advice. The housing officer will explain the key implications of the tenancy change to all parties involved. This explanation is intended to ensure tenants understand the impact of creating a joint tenancy but does not constitute legal advice.
- 3.3.4 Joint Tenancy applications will only be approved if all the following criteria are met:
- The proposed joint tenant would ordinarily qualify as a statutory successor.
 - The proposed joint tenant is aged 18 or over.
 - There is satisfactory evidence of residency.
 - There are no breaches of the existing tenancy.
 - Right to Rent checks are satisfied.
 - The application complies with allocations and local lettings policies.

3.4 Termination and Regrant of a Tenancy for Joint to Sole and Sole to Joint Changes

- 3.4.1 If the original tenancy is an Assured Protected Rights tenancy, it will terminate upon execution of a deed of surrender.
- 3.4.2 As Salix Homes is a registered provider, any new tenancy granted will be an Assured Tenancy.
- 3.4.3 Tenants should be aware that the new tenancy may differ from the original in key respects, including:
- Loss of the Right to Buy the property.
 - Changes to succession rights.
 - Modifications to other tenancy rights.
- 3.4.4 It is therefore essential that tenants fully understand the implications before agreeing to a tenancy change

3.5 Name Changes

- 3.5.1 Tenants requesting a name change must provide appropriate legal documentation:
- Marriage certificate
 - Decree Absolute
 - Deed poll

3.6 Proof of identity

- 3.6.1 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).

4. Monitoring / Performance / Targets

- 4.1 Tenancy change requests will be monitored to ensure timely processing, policy compliance and consistency of decision making.

- 4.1.1 100% of applications will be acknowledged within 3 working days.
- 4.1.2 100% of cases with full documentation correctly obtained
- 4.1.3 100% of cases correctly authorised in line with policy

5. Roles / Responsibility

- 5.1 The Housing Management Team is responsible for the day-to-day operational delivery of the service and for providing customers with support and advice about the practical application of the policy. Specific responsibilities are outlined below:
- 5.2 Housing Managers - Ensure operational implementation of this policy and that there are robust performance management arrangements in place. They are responsible for reviewing the policy and amending it accordingly.
- 5.3 Senior Housing Officers - Are responsible for ensuring compliance with this policy, the management of the Housing Management Team in processing tenancy change applications, and for approving applications.
- 5.4 Housing Officers and Housing Assistants - Are responsible for receiving assessing, and processing requests for tenancies changes.
- 5.5 Customer Contact Centre - Responsible for receiving and dealing with general enquiries about requests regarding tenancy changes, completing the applications on CRM where possible, and transferring residents to the relevant housing officer for further information and support.

6. Legal / Regulatory Links

- 6.1 Relevant legislation includes:
 - Housing Act 1988
 - Housing Act 1996
 - Localism Act 2011
 - Equality Act 2010
 - Prevention of Social Housing Fraud Act 2013

7. Equality, Diversity and Inclusion

- 7.1. Salix Homes is committed to promoting and embedding a culture of equality, diversity and inclusion (EDI) within our workplaces and the communities we serve.
- Equality is about ensuring that every individual has an opportunity to make the most of their lives and talents;
 - Diversity is recognising difference and responding positively to those differences;
 - Inclusion is about creating an environment where our services and employment opportunities are accessible to all.
- 7.2. We are committed to meeting our obligations and duties under the Equality Act 2010 and to promoting equal opportunities both in the provision of services and in our employment practices. We will consider all the protected characteristics of the Act which are:
- Age
 - Disability
 - Gender reassignment
 - Marriage and civil partnership
 - Race
 - Religion or belief
 - Sex
 - Sexual orientation
 - Pregnancy and maternity
- 7.3. We also recognise that Socio-economic background is an area where inequalities exist and commit to addressing this disadvantage and inequality in our communities where able to do so.
- 7.4. We are also mindful of our duties under the Public Sector Equality Duty, which is to:
- Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
 - Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
 - Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

- 7.5. Where reasonable to do so, Salix Homes will make any reasonable adjustment to ensure compliance with the Act.

Related Documents

- Succession and Assignment Policy
- Left in Occupation Policy
- Allocations Policy
- Tenancy Fraud Procedure