



JOINT TENANCY POLICY

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1.0 Statement

Radcliffe Housing Society (RHS) will ensure:

- Joint tenancies are created and terminated legally
- Requests for joint or sole tenancies are dealt with in a consistent manner
- We identify abuse experienced by tenants and assist them when they make a request for a joint or sole tenancy
- We identify properties where under occupation is occurring

2.0 Aims & Objectives

2.1 The aim of this policy is to identify, repossess and relet properties as quickly as possible in order to minimise any rent loss resulting from:

- Abandonments
- Under occupation
- Changing a sole tenancy into a joint tenancy
- Changing a joint tenancy into a sole tenancy
- Ending a joint tenancy
- Cases where domestic abuse is identified

2.2 The purpose of this policy is to outline the statutory or contractual rights available to residents and their family members

3.0 Granting joint tenancies at sign up

3.1 We will grant a joint tenancy to new tenants where the nomination, referral or direct application is made by a couple.

3.2 We will grant a joint tenancy where both tenants are on the original application at a sign up.

3.3 A joint tenancy may also be granted in the following circumstances:

- Where there is only one named application, but two people forming a married couple, cohabiting couple or a civil partnership
- We have been recommended to accept the request, from a Local Authority
- All other relevant eligibility criteria are met, and we have 12 months proof of residence for all parties

3.4 We will not grant joint tenancies to more than two people or to family members other than spouses, or civil partners, unless exceptional circumstances apply.

3.5 Both tenants must be present at the sign up of the tenancy, for us to grant a joint tenancy.

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4.0 Sole to joint tenancy

- 4.1 We are not obligated to grant a joint tenancy from a sole tenancy. We will only normally convert a sole to joint tenancy on the basis of a legal partnership (such as marriage or civil partnership), or when required to, by a Court order.
- 4.2 We will not grant a joint tenancy where the tenant is in rent arrears (except for housing benefit) and has not maintained a payment plan, for a least 12 weeks.

5.0 Joint to sole tenancy

- 5.1 In most instances we cannot transfer a tenancy from a joint to sole unless both parties agree, and there is a formal Deed of Assignment.
- 5.2 Where only one tenant wants a sole tenancy, such as in a relationship breakdown, we are unable to fulfil this request without a Court order.
- 5.3 Where a joint tenant dies, the surviving joint tenant will become the sole remaining tenant. It must be evidenced they were living in the dwelling, and they will remain living in the dwelling, as their only or principal home.
- 5.4 Where a joint tenant has served a Notice of Termination relinquishing the tenancy for both tenants, or there is an absent tenant, we may grant the remaining tenant a sole tenancy, where no breaches of tenancy have taken place.
- 5.5 Where a previous RHS tenancy allows for a succession, i.e. an adult child who is resident in the property for the 12 months prior to the sole tenant's death and who occupied the premises as his or her only or principal home, then we may grant a new tenancy. Where there is more than one adult child resident, as above, then they should agree between them which of them shall be entitled to the new tenancy, or if they cannot agree, each eligible occupant may claim a right and we will decide which of them will be granted a new tenancy.
- 5.6 An affordability assessment will be carried out to determine financial suitability for the applicant.

6.0 Ending a joint tenancy

- 6.1 If one joint tenant leaves, we cannot evict the other tenant, unless the relevant law has been applied.
- 6.2 Either joint tenant can end the tenancy for both tenants by serving a valid notice of termination to RHS. We will usually inform the other tenant if a notice of termination is served, unless this would put the tenant at risk in situations of domestic abuse.

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7.0 Domestic Abuse

- 7.1 We will not usually rehouse a tenant, unless they are at an identified and significant risk by not leaving the property, demonstrated by meeting the Multi Agency Risk Assessment Conference (MARAC) threshold. This is in addition to being accepted as requiring priority housing by the Operations Director (OD). We are a small housing provider, and it is unlikely we would be able to provide housing in a short period of time in this circumstance. Where we cannot rehouse the resident, we would signpost to the relevant Local Authority housing department for rehousing.
- 7.2 Where we identify the tenant requesting a change between a joint or sole tenancy may be pressured to do so, we will recommend legal advice and refer to our Domestic Abuse Policy.

8.0 Abandoned Properties

- 8.1 Where a property is abandoned, we will follow our Abandonment Policy

9.0 Appeals

- 9.1 If an applicant wishes to challenge our decision for a tenancy change, they can do so in writing by email or letter. This must be within 10 days of the decision.
- 9.2 The appeal must set out why they feel the decision is not justified. The Operations Director (OD) will review the decision and will only uphold the appeal if they find that legal requirements or an RHS policy criteria is not met.

10.0 Legislation

- Localism Act 2011
- Housing Act 1985, 1999 & 2004
- Landlord & Tenant Act 1985
- ASB Crime & Policing Act 2014