

Tenancy Change policy

1.0 Introduction

1.1 The Tenancy Change policy explains The Wrekin Housing Group's (the Group's) approach to dealing with tenancy change requests and temporary moves in line with the Housing Act and Localism Act. This policy also ensures compliance with the Consumer Regulatory Standards and the Wrekin Tenants Charter.

2.0 Policy Statement

2.1 The purpose of this policy is to set out the way in which the Group will manage a request for a tenancy change.

2.2 The aim of this policy is to ensure that all customers are treated with respect, are given the correct advice and are dealt with in a fair, reasonable and consistent manner.

2.3 There are a number of ways in which a tenancy can be changed, wholly or partly. This includes:

- An assignment from one party to another;
- A variation;
- A succession following the death of a tenant;
- An exchange of tenancies.

2.4 When applications are received by the Group for an assignment, succession or exchange of tenancy, we will consider the relevant legislation, the type of tenancy and the appropriateness and suitability of the current home so to make the best use of stock and meet housing demand.

2.5 This policy also includes guidance for tenants who are affected by the need to move home temporarily for essential repairs to be carried out, or permanently where the property forms part of a redevelopment programme.

3.0 Policy Scope

3.1 This policy applies to Wrekin Housing Group tenants and their relatives, tenants of other local authorities and staff. It will be available in multiple formats including paper, online, different languages and braille.

3.2 The Group will provide an easy to understand process for applicants, enabling them to exercise the right to assign or exchange their tenancy in accordance with their tenancy agreement.

4.0 Roles and Responsibilities

4.1 **The Wrekin Housing Group Board** has overall responsibility for ensuring the Group is compliant with its statutory, regulatory and legal requirements.

4.2 **The Executive Director of Operational Services** will be responsible for ensuring that this policy is applied consistently across the Group and that there is a management structure with delegated responsibilities for the implementation of this policy.

4.3 **The Head of Housing** will be responsible for developing and reviewing the policy.

4.4 Delegated duties are given to those named in the Tenancy Change procedures.

5.0 Assignments

5.1 An assignment is where a person is “assigned” or takes over all of the rights and responsibilities of a tenancy. These rights are passed from the original tenant to a new tenant.

5.2 There are three ways that an assignment can take place:

- An assignment from one party to another, by request or by Court order;
- A succession following a death;
- An exchange of tenancies.

5.3 Assignment of a tenancy can only take place if the new tenant would have the right to succeed to the tenancy should the tenant have died (see section 6.0) and this will also depend on the type of tenancy.

5.4 When requests for an assignment are received, the Group will consider the following:

- Who will be living at the property following the assignment;
- Whether the property is a suitable size and type for the person / people who will live there.

5.5 If the property is not suitable due to the size and type, the person / people will be given appropriate housing advice.

5.6 Rent arrears or breaches of tenancy may affect the Group’s decision in relation to the request.

5.7 The Group will notify all tenants if a request for assignment is being refused and the reason(s) why. They will also be advised to seek independent legal advice.

5.8 Where a court has ordered that the tenancy should be assigned, the Group will carry out the assignment in accordance with the court order.

5.9 The Group will treat applications fairly and consistently and in accordance with the criteria set out in Section 158 of the Localism Act 2011 (if applicable).

6.0 Successions

6.1 The tenancy agreement details rights of succession following the death of a tenant. Succession is the transfer of tenancy rights and not property rights.

6.2 Succession of a tenancy will only apply on the death of a tenant and there must be a 'qualified person' to succeed. This will be subject to the qualifying criteria.

6.3 Who qualifies to succeed a tenancy depends on whether the tenancy was joint or sole and the type and the terms of the tenancy agreement.

6.4 The Group will respond quickly when information is received that a tenant has died and will contact the people who live at the property or their next of kin.

6.5 Where the issue of succession arises, the Group will offer support and advice to the remaining tenant and / or their family on their right to succeed.

6.6 The Group will ensure that the legal rights of the person(s) qualifying to succeed to a tenancy are protected and acted upon, providing advice and support in a sensitive, non-intrusive and clear way.

6.7 Ensuring that non-qualifying persons are treated in a sympathetic way, the Group will provide advice on rehousing options. This may include referring occupants to the relevant local authorities housing needs section and ensuring that they seek advice on their rights under homeless and other legislation.

6.8 Discretion will always be given to non-qualifying persons on a case by case basis and the Group may consider granting a direct let at the property.

6.9 The Group will ensure that the procedures for dealing with issues such as the appropriateness of "more suitable alternative accommodation" and tolerated levels of under-occupation are consistent with the Group's overall housing management priorities and policies.

7.0 Mutual Exchanges

7.1 The term 'mutual exchange' (MX) describes the ability of two or more tenants in the public housing sector to move house by swapping their homes. Exchange rights depend on the type of tenancy that the person has.

7.2 The Group will consent to Group tenants who have an assured or a fixed term tenancy agreement of 2 or more years to exchange properties.

7.3 How exchanges are completed will depend on the type of tenancy each person has. This may be a surrender of the existing tenancy and new tenancy or an assignment of the rights and responsibilities.

7.4 The Group will only refuse an application for a mutual exchange in the following circumstances:

- Either tenant has an introductory or demoted tenancy (short-hold tenancy);
- Either tenant is under Notice of Seeking Possession (NSP) or other legal proceedings have started;
- Either property is specifically designed or adapted to help a disabled person or has other special features that the new tenant does not require;
- Either property is too large or too small for either tenant, in line with the Allocations and Lettings policy;
- Any other reason contained in Schedule 3 of the Housing Act 1985 or Schedule 14 of the Localism Act 2011.

7.5 The application will be completed as soon as possible, and within 42 working days.

7.6 If a mutual exchange is approved, all costs incurred by the Group in relation to damage, repairs or unnecessary administration will be charged to the exchanging tenants.

7.7 Permission for an exchange may be withdrawn at any stage up until the Deed of Assignment or the new tenancy agreement has signed. This must be in written notice from at least one of the tenants involved.

7.8 If a customer believes that the Group has not followed the relevant rules set out in the Housing Act or the Localism Act for refusing consent, they will have the right to appeal against the decision.

8.0 Temporary Move due to Essential Repairs or Redevelopment (Decants)

8.1 Decants may take 2 forms:

- Temporary Decant – where tenants move out of their home for a period of time to enable essential repairs or improvements to be made. Once the works are completed, the tenant will move back into their original home.
- Permanent Decant – where tenants are moved permanently into suitable alternative accommodation because the property they live in is going to be demolished or redeveloped. If new properties are going to be built on the same site, the tenant(s) may be given the option to move back to the redeveloped site if the accommodation is appropriate.

8.2 Specific details of the terms agreed will be unique for each site.

8.3 The Group will provide suitable and reasonable alternative accommodation for a temporary or permanent move and will work with the tenant to meet their requirements and preferences.

- 8.4 Where a tenant is moved on a temporary decant this will be under a contractual tenancy. If it is a permanent decant it will be dealt with by a surrender of tenancy and a new tenancy at the new property. All rights will be protected.
- 8.5 It is recognised that moving can be stressful or upsetting and the Group are committed to making the process as easy as possible, keeping tenants informed on the progress of work in their home.
- 8.6 If tenants refuse the offer of decanted properties and this refusal affects the health and safety of the tenant and family, delays the start of major repairs, improvement/demolition or re-development, the Group can commence legal proceedings to decant under the grounds set out in the Housing Act.
- 8.7 This policy does not apply to the decanting of tenants in an emergency such as a fire or flood. Where an unexpected event has caused a property to become uninhabitable and there are health and safety risks if the tenant remains in the property, the Group will liaise with the relevant local authority to fulfil any duty we have to re-house the tenant. If this is not possible, the Group will try and find temporary alternative accommodation within existing stock.
- 8.8 In all circumstances, the Group will provide housing advice to ensure that tenants are fully informed of the effect on their tenancy. This will include the impact of fixed term tenancies, any change in rents and any implications on the tenants preserved right to buy, right to acquire or other rights.

9.0 Statutory Duties

9.1 This Tenancy Change Policy operates in the context of the following legislation:

- Section 158 of the Localism Act 2011;
- Schedule 3 of the Housing Act 1985; and
- Schedule 14 of the Localism Act 2011.

| | |
|---|---|
| The Wrekin <u>Housing Group</u> | Policy control sheet Tenancy Change policy Policy reference number – 2022/013 |
| Policy Author | Anita Francis Shrewsbury Area Manager |
| Direct Lead | Nick Grubb Head of Housing |
| Version | V2.0: November 2022 |
| Target audience | All residents and employees of The Wrekin Housing Group |
| Consultation | Area Managers Tenancy and Housing Managers Tenants Panel |
| Date of Equality Impact Assessment | No individuals or groups of people are disadvantaged by the adoption of this policy. |
| Date of Data Privacy Impact Assessment | No personal data is processed as a result of the adoption of this policy |
| Approving Body | Executive Management Group |
| Date of final approval | November 2022 |
| Implementation date | November 2022 |
| Review date | May 2025 |
| Expiry date | November 2025 |
| Review cycle | Three-year review cycle |
| Policy category | Tenancy Management |
| Associated policies and procedures | Allocations and Lettings policy Assignment procedure Complaints policy Complaints procedure Mutual Exchange procedure Succession procedure Tenancy Change procedure |
| Policy location | Intranet |

Summary of changes table

| Revision history | | | |
|-------------------------|----------------------------------|---------------------|---------------------------------|
| Author | Summary of changes | Version | Authorised by & date |
| Anita Francis | In line with policy review date | V2.0: November 2022 | EMG – November 2022 |
| Anita Francis | Separating policy from procedure | V1.0: July 2021 | EMG – September 2021 |