Broadacres

Assignment Policy
June 2023

Registered provider of social housing **registration number LH4014**
Co-operative and Community Benefit Societies Act 2014, **society number 27656R**.

BROADACRES HOUSING ASSOCIATION

Assignment Policy

1.0 Introduction

1.1 An assignment is where a tenancy is legally transferred from the existing tenant to another person. The new tenant (assignee) occupies the property and accepts the terms and conditions of the existing tenancy taking on the rights and responsibilities of the outgoing tenant (assignor). No new tenancy is created.

1.2 Our customers can only assign their tenancies in the following circumstances:

- where we are instructed to assign the tenancy by a court order as part of matrimonial or children court proceedings;
- where we have agreed in writing to a mutual exchange; or
- where the tenancy agreement provides that we will allow an assignment and we have agreed to the assignment in writing.

1.3 We will grant discretionary assignments in limited circumstances, as set out in this policy.

2.0 Policy Purpose

2.1 The purpose of this policy is to clarify:

- when we will allow an assignment of a tenancy; and
- our approach to dealing with a request for an assignment of a tenancy.

3.0 Policy Scope

3.1 This policy covers how we will deal with requests for assignment of a tenancy and ensures that when we are considering requests that we:

- provide clear guidance to our colleagues to enable them to effectively carry out their tenancy management roles;
- administer requests fairly, sensitively and within a reasonable time;
- meet all applicable legal and regulatory requirements;
- comply with the terms of tenants' tenancy agreements;
- assist our customers to sustain their tenancies; and
- make the best and most efficient use of our homes.

4.0 Types of Assignment

4.1 There are a number of ways a tenancy can be passed on to another

person by assignment.

4.2 Assignment by a Court Order

4.2.1 A court can order the assignment of a tenancy to someone else under the following Acts:

- Matrimonial Causes Act 1973
- Children Act 1989
- Family Law Act 1996
- Civil Partnership Act 2004

4.2.2 In these cases, we will comply with the terms of the order issued.

4.2.3 How the assignment is completed depends on the legislation by which the assignment has been ordered.

4.2.4 Customers wishing to seek an assignment via the family courts will be advised to seek advice from an independent solicitor or Citizens Advice. We will not provide any advice to customers on assignment of the tenancy by a court order.

4.3 Contractual Right to Assign to Another Person in the Tenancy Agreement

4.3.1 Our tenants who hold assured tenancies have a right under their tenancy agreement to assign the tenancy with our written consent to a person who would qualify to succeed to the tenancy in the event of the tenant's death.

4.3.2 We will only give written consent to the assignment if the proposed assignee is:

- a spouse or civil partner or person who has been living together with the tenant as their spouse or civil partner and they were occupying the property as their only or principal home; and
- the proposed assignment meets the conditions set out in section 5 of this policy and if the tenancy terms and conditions permit.

4.4 Discretionary Assignments

4.4.1 A discretionary assignment is where the person has no contractual right to assign the tenancy and there is no court order to assign the tenancy.

4.4.2 We will consider the following requests to assign an existing tenancy to someone as a discretionary assignment if the tenant(s) make an

application to us in writing:

- a joint tenancy to a sole tenancy or
- a sole tenancy to a joint tenancy

4.5 Joint Tenancy to Sole Tenancy by Assignment

4.5.1 Upon an application from both joint tenants we will consider agreeing an assignment of the tenancy from a joint tenancy to a sole tenancy if the proposed assignment meets the conditions set out in section 5 of this policy.

4.5.2 Upon completion of the joint to sole assignment, the sole tenant is responsible for all the obligations set out in the tenancy agreement.

4.5.3 We do however reserve the right to offer the assignee an alternative property if the property is no longer suitable for their needs. If they refuse a reasonable offer of a suitable alternative accommodation, we may seek possession of the property.

4.5.4 Where a domestic abuse victim remains in the property and the perpetrator has fled the property and an assignment of the tenancy is not possible, we will consider inviting the tenant to give us notice to end the tenancy and then grant the victim a new tenancy of the property or another property where this complies with our Allocations Policy and/or Tenancy Policy.

4.5.5 Where a serious criminal offence has been committed and where the victim has fled the property as a result of domestic abuse, we may apply to court to terminate the tenancy and evict the perpetrator.

4.6 Sole Tenancy to Joint Tenancy by Assignment

4.6.1 This is where a sole tenant may ask to add their spouse, civil partner or partner to their tenancy.

4.6.2 We will only agree to an assignment of a tenancy into joint names if:

- they are married or in a civil partnership and can provide original certification; or
- they are living together as spouses or civil partners and can provide evidence that they have lived at the property for 12 months; and
- the proposed assignment meets the conditions set out in section 5 of this policy.

4.7 Written Consent

4.7.1 With the exception of assignment by a court order it is important to note that an assignment can only take place with our written consent, which will be subject to various conditions being satisfied.

5.0 Conditions for Assignment and Reasons for Refusing

5.1 In deciding whether or not to give consent to an assignment of a tenancy including consenting to a discretionary assignment we will take into account the following factors:

- any previous succession to the tenancy;
- any previous assignments of the tenancy;
- the current condition and cleanliness of the property;
- whether the proposed assignee has sufficient income to pay the rent and any arrears on the rent account for the property;
- whether the proposed assignee has capacity to enter into a deed of assignment;
- whether the proposed assignee and any other household members have caused any noise nuisance and/or anti-social behaviour;
- whether the proposed assignee owes a debt to Broadacres;
- whether throughout the tenancy the property has been kept in a clean and well maintained condition and there were no complaints of anti-social behaviour or other breaches of the tenancy agreement against the tenant or any member of their household;
- whether the assignee (if deemed appropriate) agrees to engage with support;
- whether the assignee is a perpetrator of domestic abuse; and
- whether the assignment to the proposed assignee would align with our allocations criteria and/or our charitable objectives.

5.2 The following issues will also be taken into account:

- the property type, for example adapted, sheltered housing;
- overcrowding or under occupation;
- medical needs and vulnerabilities of the proposed assignee and intended household members; and
- the demand from other applicants for this property type.

6.0 ID and Proof of Residency

6.1 We will require the following proof for all requests for an assignment of a tenancy to confirm the identity of the proposed assignee:

- their relationship to the tenant;

- the length of any residence with the tenant (if applicable); and
- for non-UK citizens their immigration status and entitlement to social housing.

6.2 The onus is on the proposed assignee to provide a sufficient level of evidence.

7.0 Decision

7.1 Where our consent to the assignment is required, we will notify the customer of our decision promptly.

8.0 Appeals Against the Decision

8.1 If a customer wishes to appeal a decision on a request for assignment, they can do so in writing by email or letter. Any appeal must be made within 14 calendar days of the applicant being notified of our decision. They may seek independent advice or help; Citizens Advice may be able to offer help.

8.2 The appeal must set out why they feel the decision is not right. A manager not involved in the original decision will review the decision and will only uphold the appeal if they find that legal requirements or Broadacres policy criteria are not met. We will aim to respond to appeals within 21 calendar days.

9.0 Vulnerable Customers Statement

9.1 We are committed to developing an equal and diverse culture where people are valued from all sections of society. We therefore oppose any form of discrimination in service delivery and employment practice. We aim to treat all customers fairly and we will look to tailor our policies, procedures and services to meet the needs of all our customers.

9.2 Where we identify a customer who is vulnerable by reason of age, disability or illness, we will look to make reasonable adjustments to our services accordingly to meet the needs of those individuals. This may include altering the way we communicate with a customer or adjusting the service we offer to that person. Each case will be judged on its individual merits to avoid a one size fits all approach. We will monitor our services regularly to ensure we are meeting all our customers' needs and make any adjustments required to improve and enhance the service we deliver.

10.0 Confidentiality and Data Protection

10.1 We will follow all relevant data protection legislation particularly in relation to requests for information from third parties.

10.2 We are committed to protecting and respecting our customers' privacy. Our privacy policy will inform customers as to how we look after personal data, tell customers about their privacy rights and how the law protects customers. For a full copy of our privacy statement, please visit our website www.broadacres.org.uk

11.0 Complaints and Reviews

11.1 We will accept complaints by phone, letter, email, in person, via our website and social media.

11.2 Our complaints system provides customers with a fair, consistent, impartial and confidential process through which customers can express dissatisfaction about an element of our service and give us the opportunity to put right what has gone wrong.

11.3 We regard complaints as an opportunity to:

- see things from the customers viewpoint;
- identify weaknesses and put them right;
- identify service improvements; and
- improve customer satisfaction.

12.0 Consultation and Review

12.1 We will consult our customers on this policy. We will undertake a review of this policy whenever there are any relevant changes to legislation or regulatory requirements that would impact on this policy.

13.0 Responsibility

13.1 Overall responsibility for this policy sits with Broadacres Board of Management and our Senior Leadership Team. The Head of Customer Experience Housing and Support is responsible for the implementation, delivery and review of this policy.

14.0 Publicity

14.1 We will publicise this policy in a number of ways including on our website. We will make this policy available in different formats to suit

the needs of our customers.

15.0 Legal and Regulatory Framework

15.1 We will ensure that this policy complies with all relevant legislation and takes account of best practice.

15.2 The relevant legislation is primarily:

- Matrimonial Causes Act 1973
- Housing Act 1988
- Children Act 1989
- Human Rights Act 1998
- Civil Partnership Act 2004
- Localism Act 2011
- Equality Act 2010

15.3 The relevant regulatory position is found in the Tenancy Standard of the Regulator's Regulatory Framework.

16.0 Equality and Diversity

16.1 In order to comply with the Equality Act 2010, an Equality Impact Assessment (EIA) was completed as part of the policy review. Upon completing the EIA, it was found that the implementation of this policy would support and encourage the aims of the public sector duty.

17.0 Related Documents

17.1 The relevant documents are primarily:

- Tenancy Policy
- Allocations Policy
- Mutual Exchange Policy
- Succession Policy
- Assignment Procedure

Broadacres Housing Association
Broadacres House
Mount View
Standard Way
NORTHALLERTON
North Yorkshire
DL6 2YD

TEL: 01609 767900 EMAIL: info@broadacres.org.uk

www.broadacres.org.uk