

Governance Information

Applicable Legislation	<ul style="list-style-type: none"> · Equality Act 2010; · General Data Protection Regulation (GDPR) and Data Protection Act 2018; · Homelessness Act 2002; · Housing Acts 1985, 1988 & 1996 · Localism Act 2011; · Prevention of Social Housing Fraud Act 2013; · Protection from Eviction Act 1977.
Policy Owner	Director of Operations
Approved By	CMT
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1. Policy Statement

- 1.1 At the Industrial Dwelling Society (herein known as IDS) we are committed to providing clear, fair, and efficient services to all our residents. Our customer-focused approach ensures that all tenancy changes are handled with care, transparency, and respect for the needs and circumstances of our residents. This policy outlines how we manage tenancy changes, ensuring compliance with legislation while prioritising the needs and well-being of our residents.

2. Purpose

- 2.1 Our approach to managing tenancy changes is guided by core principles designed to ensure fairness, transparency, and tenant satisfaction. These principles reflect our commitment to providing an excellent service while adhering to legal requirements:
- **Clear Communication:** We will ensure that all tenants are fully informed about the process and implications of any change to their tenancy. Clear and timely communication is our priority.
 - **Transparency and Fairness:** We will ensure that our processes are transparent and that decisions are made fairly and consistently, with clear communication to all parties involved.

3. Scope

- 3.1 This policy applies to all to IDS employees, tenants and representatives of IDS, including contractors and third parties who carry out duties on our behalf.
- 3.2 This Policy covers name changes; tenancy assignments and successions; requests for joint tenancies; and how a joint tenant can end a tenancy.
- 3.3 This policy does not cover the types of tenancy available; this is covered in the Allocations & Lettings Policy. It also does not cover mutual exchanges, which are covered in the Mutual Exchange Policy.
- 3.4 This Policy should be read in conjunction with the following IDS policies: Allocation & Lettings; Tenancy Fraud; Domestic Abuse; Neighbourhood Management; Rent Arrears; Safeguarding and Mutual Exchange Policies.

4. Name Changes

- 4.1 If an IDS tenant changes their name we will amend their tenancy records so long as evidence of their name change is provided to us. This will have no impact on their tenancy and will not interfere with any future succession rights.

5. Tenancy Assignment

- 5.1 IDS Tenancies can be assigned to another person in several ways:
- When you swap homes (known as a Mutual Exchange). This is covered in our Mutual Exchange policy.
 - If a tenant dies and a household member has succession rights to the tenancy. This is covered in section 6.
 - If, while the tenant is still alive, they pass the tenancy to someone in their household who has succession rights. IDS tenants with a Secure tenancy have the legal right to do this. IDS tenants with an Assured tenancy must gain our permission to do this.
 - If a joint tenant agrees to give up their rights to the tenancy, or if a court orders this (usually as part of matrimonial proceedings). This is covered in section 8.
- 5.2 When appropriate, we will work closely with partner agencies, such as the police, local authorities and social services to find suitable resolutions to ASB and hate crime issues. We also use specialist Mediation providers when needed.

6. Tenancy Succession

- 6.1 IDS tenants may have the legal or contractual right to pass on their tenancy, known as a Succession. This will depend on:
- The tenancy type (Secure or Assured)
 - The terms of the tenancy
 - Whether there has already been a succession
 - When the tenancy started (different rules apply to Secure tenancies before and after 1st April 2012)
 - The relationship between the applicant and the tenant
- 6.2 On receipt of an application to succeed to a tenancy we will review all of the supporting documents provided. We may ask for further information to help us reach a decision, but we will do this quickly and efficiently, and we will communicate our decision clearly.
- 6.3 There may be circumstances where a tenant dies leaving a child under 18 with an interest in the tenancy. We will treat these cases with care and compassion and will always seek to resolve the matter with the best interests of the young person. The law relating to successions to minors is complex with a distinction drawn between secure and assured tenancies, however IDS will treat minors in the same way whether the deceased tenant's tenancy was Secure or Assured.
- 6.4 Where we are able to grant a tenancy to a minor a legal guardian/statutory agency will be required to sign a Form of Guarantee to guarantee the payment of rent until the young person reaches the age of 18 years.
- 6.5 In some circumstances, we may grant a tenancy to an applicant where we are not legally obliged to, we refer to this as a 'Discretionary Succession'. There are varying reasons why this may happen, and our decision will be documented and clearly communicated to these applicants. Any discretionary succession will be granted by way of a new tenancy and will be approved by the Head of Housing.
- 6.6 Where a succession is claimed by way of survivorship, the remaining sole tenant will become liable for the deceased tenant's arrears and likewise would inherit any credit on the account. For all other successions (statutory, contractual and discretionary) any rent credit or arrears will belong to the deceased tenant's estate and will not be passed on to the successor.
- 6.7 We will carefully assess all succession applications including the evidence provided to support the application. If we suspect the application to be fraudulent we will investigate this in line with our tenancy fraud policy.

7. Joint Tenancies

- 7.1 IDS are not obliged to agree to any requests for changing a sole tenancy to a joint tenancy. However, we will accept applications where the applicant is a spouse, civil partner or cohabitee of the current sole tenant, the current sole tenant is in agreement and the applicant can provide proof of residency at the property in question for 12 months prior to the application.
- 7.2 We will not grant an application for a joint tenancy if the existing tenancy is in rent arrears, or if any breaches of tenancy have taken place.

8. Definitions

Assignment	The legal transfer of a tenancy from one living person to another.
Succession	When a tenant dies and their tenancy passes to another qualifying person. There are 4 types of succession: <ul style="list-style-type: none"> · Survivorship – Where a joint tenant passes away, the surviving joint tenant will succeed to the tenancy, with automatic and immediate effect from the date of the death. · Statutory – The legal statutory framework allows for either a surviving spouse (including civil partners and cohabitees) or a member of the deceased tenant’s family to succeed to the tenancy. This is dependent on the tenancy type and date. · Contractual – If there is no spouse, civil partner or cohabitee entitled to succeed the tenancy another family member who resided with the tenant throughout the 12-month period prior to the date of death may be eligible to succeed. This differs for tenancies that started before and after 1st April 2012. · Discretionary – When a tenancy is granted to someone who does not legally qualify to succeed to the tenancy.
Minor	A person under 18 years old.
Sole Tenancy	Where one person is named on the tenancy agreement and has sole legal responsibility.
Joint Tenancy	Where a tenancy is held by two or more persons, with each being jointly and individually legally responsible for keeping to the obligations in the tenancy agreement.

9. Roles & Responsibilities

Operations Director	Overall responsibility for the review and compliance of this policy.
Head of Housing	Approvals of succession and assignment applications. Monitoring, training and day to day operation of the policy.
Housing Service manager and all other housing staff	Providing advice, applications and guidance in line with this policy to residents. Amending any of the documented tenancy changes on the housing management system and electronic filing system.

10. Equality Impact Assessment

10.1 An Equality Impact Assessment has been completed for this Policy.

11. Policy Review & Monitoring

11.1 We will review this policy every 3 years, or following legislative change, to ensure the Policy remains effective and complies with current legislation and good practice.

11.2 The management of tenancy changes are regularly monitored and reviewed by the Head of Housing. We will routinely monitor our performance in implementing this policy by auditing cases where a tenancy change has been applied for and or carried out.