TENANCY CHANGES POLICY

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DOCUMENTATION MASTER SHEET

Amendments to this Document are Detailed Below.

Version Number	Date Amended	Comments	Date Approved	Author	Approved By
01	April 2020	New Policy	11/06/2020	BR/JH	Tenant Panel
02	May 2023	Review & amendments	25/07/23	NB/BH	SLT
03	August 2026	Planned review	16/10/2026	NB	SLT
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TENANCY CHANGES POLICY

OVERALL AIM/INTRODUCTION

This policy sets out how Gloucester City Homes (GCH) manages tenancy changes, including tenancy termination, assignment, joint tenancy requests, succession and changes to tenancy holders. It ensures decisions are made fairly, consistently and in accordance with legislation and tenancy agreements.

SCOPE OF POLICY

This policy applies to customers with:

- Assured tenancies
- Assured shorthold tenancies
- Starter tenancies

This policy does not apply to:

- Licence holders
- Shared ownership customers
- Market rent customers

The policy covers:

- Ending a tenancy
- Changes to tenancy holders
- Joint and sole tenancy requests
- Assignment of tenancy
- Death of a tenant
- Succession rights
- Unauthorised occupation and abandonment

LEGAL AND REGULATORY EXPECTATIONS

The policy is informed by the following legislation and regulation

- Housing Act 1985
- Housing Act 1988
- Localism Act 2011
- Matrimonial Causes Act 1973
- Marriage (Same Sex Couples Act) 2013
- Civil Partnership Act 2004
- Equality Act 2010
- Family Law Act 1996

- Children Act 1989
- Prevention of Social Housing Fraud Act 2013
- Domestic Abuse Act 2021
- Relevant Tenancy Agreement

SERVICE STANDARDS

GCH will:

- Apply tenancy change requests fairly and consistently.
- Comply with relevant legislation and tenancy agreements.
- Make effective use of housing stock.
- Consider the sustainability of tenancies.
- Support customers experiencing domestic abuse.
- Prevent tenancy fraud and unlawful occupation.

ENDING A TENANCY

A tenant wishing to end their tenancy must provide a valid Notice to Quit (NTQ), normally giving four weeks' notice ending on a Sunday.

Where a customer remains in occupation after the tenancy end date, use and occupation charges may be applied until vacant possession is provided and keys are returned.

If a tenant has given a valid NTQ and wishes to extend the original date on which the tenancy is to end, we may agree in some circumstances taking all factors into account.

A tenant may request withdrawal of a valid NTQ before it expires. GCH may agree where:

- Rent accounts are clear.
- There are no significant tenancy management concerns.

Once the notice period has expired, the tenancy cannot be reinstated.

Any joint tenant may serve an NTQ, and this will end the tenancy for all joint tenants. Joint tenants remain jointly and severally liable for tenancy obligations, including rent arrears.

Temporary absence by one joint tenant does not end their right of occupation, even if they have been absent for some considerable period of time. The presence of the other partner in the property ensures that the absent tenant can return at any time and claim their tenancy rights.

MUTUAL AGREEMENT (SURRENDER)

GCH may accept the surrender of a tenancy by agreement. Where accepted, a Deed of Surrender will normally be completed. If a property is vacated without formal notice, GCH will determine the appropriate method for ending the tenancy in accordance with legal requirements.

ABANDONMENT AND UNAUTHORISED OCCUPATION

Where there is evidence that a property has been abandoned, GCH will investigate in accordance with its Tenancy Fraud Policy and take action to recover possession where appropriate.

Where a tenant no longer occupies the property as their only or principal home, or has unlawfully sublet the whole property, GCH may take action to terminate the tenancy and recover possession. Action may include legal proceedings and recovery of use and occupation charges.

RELATIONSHIP BREAKDOWN

GCH recognises that relationship breakdown can affect tenancy arrangements and encourages customers to seek independent legal advice.

When considering tenancy changes following separation, GCH will take account of:

- The tenancy type.
- The names recorded on the tenancy.
- Any previous assignment or succession.
- Court orders.
- Evidence of domestic abuse.
- Effective use of housing stock.

GCH will comply with any court order relating to occupation rights or transfer of tenancy.

Customers experiencing domestic abuse will be supported in accordance with GCH's Domestic Abuse Policy.

Informal requests from a joint tenant asking for a name to be taken off a property has no legal effect and will not terminate the individuals interest in the property. This would need to be done by agreement with GCH and both joint tenants and would be done by way of assignment.

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CHANGE OF NAME

Where a tenant legally changes their name, GCH will update tenancy records upon receipt of acceptable legal documentation.

A change of name does not constitute a succession or assignment.

ASSIGNMENT OF TENANCY

Assignment is the legal transfer of an existing tenancy to another person.

GCH will only permit assignments:

- Required by a court order.
- Approved as part of a mutual exchange.
- To a person who would be entitled to succeed to the tenancy.

All assignments require GCH's written consent, an affordability check confirming that the assignee can afford the property and must be completed by Deed of Assignment.

Unless required by law, only one succession or assignment will normally be permitted.

Joint and Sole Tenancies

New Joint Tenancies

GCH will normally offer joint tenancies only to:

- Married couples.
- Civil partners.
- Cohabiting couples.

Joint to Sole Tenancies

Applications for a joint tenancy to become a sole tenancy may be considered by assignment with the agreement of both tenants and GCH.

GCH will normally refuse an application where:

- There has been a previous succession or assignment, unless required by court order.
- Rent arrears or other debts are outstanding.
- Legal action or significant tenancy breaches exist.
- The proposed tenant fails eligibility, immigration or affordability checks.
- There is evidence of coercion or undue influence.

This list is not exhaustive, and each case will be assessed on its individual circumstances.

Sole to Joint Tenancies

GCH will not permit a sole tenancy to become a joint tenancy.

PAYMENT OF RENT AND USE AND OCCUPATION CHARGES

Sole tenants remain responsible for all tenancy debts and arrears. Joint tenants remain jointly and severally liable for all debts arising during the tenancy.

Use and occupation charges may be applied where:

- A tenancy has ended.
- The property continues to be occupied.
- Vacant possession has not been returned to GCH.

DEATH OF TENANT

A tenancy does not automatically end when a tenant dies. Where there is no statutory successor, the tenancy forms part of the deceased tenant's estate.

GCH may:

- Accept notice from the personal representatives.
- Serve notice to end the tenancy.
- Recover possession where appropriate.
- Recover tenancy debts from the deceased's estate.

Any person remaining in occupation without succession rights may be subject to possession proceedings and use and occupation charges.

SUCCESSION

Succession requests will be managed in accordance with GCH's Succession Policy.

CONSULTATION

Front-line teams responsible for the implementation and management of this policy have been consulted.

APPEALS

Customers may request a review of a tenancy change decision within five working days of receiving the decision.

The review will be conducted by a Team Leader or Manager not involved in the original decision where possible. A written outcome will normally be provided within ten working days or within an alternative timescale agreed with the customer.

Customers dissatisfied with our handling of a tenancy change may use GCH's Complaints Procedure and will comply with the Housing Ombudsman Complaint Handling Code.

REVIEW

This policy will be reviewed every 3 years to ensure that it reminds fit for purpose, unless an earlier review is required due to regulatory, statutory or other requirements.