

Assignment Policy

1. Summary

- 1.1. Assignment is the transfer of a tenancy during the life of the tenant.
- 1.2. This policy applies to all general needs assured tenants. It does not apply to probationary starter tenants, assured shorthold tenants, licence holders or leaseholders.

2. Objectives

- 2.1. The purpose of this policy is to ensure that SHAL fulfils its statutory and contractual obligations for assignment of tenancies.

3. Details

- 3.1. An assignment is the transfer of a tenancy (usually by Deed) during the life of the tenant
- 3.2. An assignment is different to Succession, whereby the tenancy is transferred upon the death of the tenant (see Succession Policy)
- 3.3. Section 15 of the Housing Act 1988 prohibits assignment for assured (non-shorthold) tenants, unless there is an express contractual agreement by the landlord to allow assignment. Where there is an agreement with the landlord that the tenant can assign with permission, then permission should not be unreasonably withheld. If there is no agreement and consent to assign is refused, there is no need for a reason to be given by the landlord.
- 3.4. In order to assign the tenancy, the assignee must have lived at the property for at least 12 consecutive months prior to the request.
- 3.5. Assignment of a tenancy can be considered in the following circumstances:
 - 3.5.1. Mutual Exchange (see Mutual Exchange Policy)
 - 3.5.2. Assignment in lieu of Succession
 - 3.5.3. Assignment by Court Order

- 3.6. Assignments by joint tenants or requests to create a joint tenancy will be managed on a case by case basis at SHAL's discretion.
- 3.7. The right to assign (or mutually exchange) only applies to Assured tenants.
- 3.8. Tenants who hold a 12 month starter tenancy do not have the right to assign the tenancy.
- 3.9. A tenancy can only be assigned to a person who would be eligible to Succeed the tenancy. Family members can be defined as:
 - 3.9.1. Spouse
 - 3.9.2. Civil partner
 - 3.9.3. Parent
 - 3.9.4. Grandparent
 - 3.9.5. Children
 - 3.9.6. Grandchildren
 - 3.9.7. Siblings
 - 3.9.8. Uncle and aunt
 - 3.9.9. Niece and nephew
- 3.10. Once an assignment has taken place, no further assignments will be considered, nor can there be a later succession. However, this does not limit assignments by Court Order or Mutual Exchange.
- 3.11. Joint tenancies
 - 3.11.1. One joint tenant cannot unilaterally assign their share their share of a joint tenancy to the other joint tenant, but both tenants can agree to assign the tenancy in full to either of them. As both tenant's act in agreement, they do not need to sign a Notice to Quit (NTQ). Both will sign a Deed of Assignment. Any request to assign a joint tenancy should be made in writing and be signed by both tenants.
- 3.12. Sole tenants
 - 3.12.1. A sole tenant can request to assign their tenancy to someone who would have the right to succeed the tenancy in the event of their death.

The reasons for requesting an assignment must be investigated and the request must be made in writing and be signed by both parties.

3.13. Grounds for refusing an assignment

3.13.1. There are no statutory grounds for refusal. However, our regulatory framework requires us to make best use of our housing stock to meet local housing needs, therefore the following should be considered as grounds for refusal. Furthermore, if the proposed assignee would qualify for succession at a later date, SHAL would need to be satisfied that there is a sufficient need for the tenancy to be assigned in lieu of succession.

3.13.2. The following are grounds where SHAL can refuse permission to assign a tenancy:

- a Where the tenant is a probationary starter tenant or licensee
- b Where a valid notice of seeking possession has been served
- c Where there is a Court Order in place
- d Where there are rent arrears
- e Where the potential assignee has caused, or is likely to cause anti-social behaviour, harassment, alarm or distress
- f Where the potential assignee is a perpetrator of domestic abuse
- g Where the assignment will result in under-occupation
- h Where the property is a specialist/ adapted property and the proposed assignee does not meet the criteria for the adaptations

4. Outcomes

4.1. Tenants will have the correct tenancy which meets their needs and terms of occupation, which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community and efficient use of SHAL's homes.

- 4.2. Tenants will clearly understand their assignment rights and responsibilities under their tenancy agreement and SHAL will be satisfied that its homes are occupied in accordance with the tenancy conditions.

5. Consultation

- 5.1. A draft copy of this policy will be available on our website to allow members of the public an opportunity to comment on its contents prior to being submitted for approval by SHAL's board.
- 5.2. All tenants will be contacted by text to advise of its availability online and a draft copy will also be made available on request.
- 5.3. SHAL's tenant scrutiny panel will also be invited to review the policy and suggest any comments and amendments prior to the policy being approved by the board.

6. Equality and Diversity

- 6.1. SHAL are committed to the principles of equality and diversity throughout the organisation. In the contact of dealing with assignment cases, we aim to:
- 6.2. Meet the needs and choices of people from all backgrounds and take into consideration gender, age, disability, gender reassignment, race, religion or belief, sexual orientation, marriage and civil partnership and pregnancy or maternity.
- 6.3. Ensure our service is responsive and meets the needs of our existing and prospective tenants and customers.

7. Value for Money

- 7.1. We will regularly review our processes to ensure resources and services are providing best value for money to our residents.

8. Owner

8.1. Housing Manager

9. Version and Revisions

9.1. This policy will be reviewed every 5 year(s)

9.2. Revisions

New version	Date	Revision details
1	07/06/2023	No changes identified