

## TENANCY CHANGES POLICY

### 1.0 Introduction and Aim

- 1.1 This policy is designed to provide a set of principles and a framework to manage requests received by Weaver Vale Housing Trust (the Trust) to allow or recognise changes to the name(s) in which existing tenancies are held.
- 1.2 The primary aims of this policy are to ensure that tenancy changes are managed effectively to ensure consistency and fairness in decision making and to ensure that the Trust complies with relevant legislation and the 'Regulatory Framework for Social Housing in England as per the Social Housing Regulator.
- 1.3 The management of tenancy changes is to be achieved by a written procedure. The procedure should always be used in conjunction with this policy.

### 2.0 Scope

- 2.1 This policy applies to all existing Assured and Starter Tenancies for the following types of tenancy changes:
  - Succession following death of tenant
  - Changing a joint tenancy to a sole tenancy
  - Changing a sole tenancy to a joint tenancy
  - Assigning a tenancy to another person
  - Change of name
- 2.2 **Exclusions** – This policy does not cover requests for the following:
  - Mutual exchange
  - Transfer to another property
  - New allocations to new tenants
  - Changes to a tenancy, lease or licence relating to a garage, garage plot, shop premises, temporary accommodation, hostel or land.
- 2.2 The policy complies with all relevant statutory provisions and will be updated to take into account any future relevant legislation.

### 3.0 Principles

- 3.1 **Recognition of rights** – The Trust will allow and recognise any rights granted to tenants or other individuals by statute and/or by the terms of existing Tenancy Agreements.
- 3.2 **Control of allocations** – The Trust will seek to use this policy as a means of exercising control where possible over which individuals hold tenancies with the Trust. This is not always possible where the right is implied within the tenancy agreement.

- 3.3 **Efficient use of stock** – The Trust will seek to use this policy where appropriate as a means of reducing under-occupation and overcrowding in its homes, and of ensuring that properties which have been designed or adapted to meet the needs of a physically disabled person are occupied by such a person. This is not however possible where the right is implied within the tenancy agreement. In such situations the Trust will work with customers to ensure that adequate provisions are put in place to avoid the tenancy not being sustainable. This may include working with other agencies to look at more suitable accommodation especially in cases where the property would be under/over occupied.
- 3.4 **Corporate Debt**– The Trust will insist that there is no corporate debt owed to the Trust which includes rent arrears at the time a tenancy change is requested. However this decision is at the discretion of the Trust at the time of the request. This does not apply to successions or name change requests.
- 3.5 **Evidence** – Each customer who requests a tenancy change will be required to provide evidence to ensure that the requirements and criteria of this Policy have been met. This may include financial evidence, proof of residency and Right to Rent.
- 3.6 **Vulnerable household members** – The social housing regulator currently known as Homes England requires that the Trust’s policy on discretionary succession rights takes account of the needs of vulnerable household members. The discretionary (contractual) succession rights which the Trust’s tenancy agreements grant are significantly more generous than the statutory requirements, in that they apply to a large group of Relatives regardless of their vulnerability. In any other case the Trust will use it’s discretion to review each case on its own merits before deciding upon an outcome. This may result in a tenancy being offered to such an individual in their own right on a Starter Tenancy either at the property or a property deemed more suitable through the Direct Lettings Policy.
- 3.7 **Enforcement** - Whilst every effort will be exhausted to avoid the need to take enforcement action it must be recognised that the Trust will where necessary take legal steps to gain possession of our property.
- 3.8 **Tenancy Transfer Order** – In such situations whereby the Court grants a Tenancy Transfer Order the Trust will amend the tenancy accordingly. An example of situation where this action may be used is in the case of a joint to sole tenancy change where both parties are not amicable and require the intervention of the Court to decide the outcome of the tenancy.
- 3.9 **Customer focus** – The Trust will seek to inform applicants of the outcome of their requests promptly and explain the reasons for the decision.
- 3.10 **Fairness** – The Trust will apply a fair and consistent approach when considering requests for tenancy changes. Customers whose requests have been refused may make use of the Trust’s Customer Complaints Procedure.

## 4.0 Responsibility

- 4.1 The Director of Neighbourhoods and Wellbeing is responsible to the Chief Executive and the Board for ensuring the effective implementation of this policy through the Enterprise and Leadership Team Managers.

## 5.0 Customer Profiles and Accessing Services data

5.1

Data from the following sources, regarding Customer profiling and the way in which they access the Trust's services, was utilised in implementation / review of this policy (as indicated by √ )			
Star Tracker Survey		Customer Satisfaction Surveys	
Scrutiny Panel		Tenant Partners	
Customer Focus Groups	X	KPI's (service performance)	
Complaints Review Panel		Other (specify)	X
Community Groups			
<i>Other refers to reviews of tenancy change requests and complaints.</i>			

## 6.0 Customer Influence (Consultation)

6.1

The Trust has been influenced by the following customer groups regarding the implementation / review of this policy (as indicated by √ )			
Customer Voice Panel	X	Resident Involvement Group (specify which)	
Customer Focus Groups	X	Community Groups	
E Voice		Other (specify which)	
Questionnaire		Other	
Customer Focus Group – 29 <sup>th</sup> November 2017 The Voice Panel – 13 <sup>th</sup> February 2018			

This policy will be implemented via the Tenancy Changes Procedures and guidance notes. The procedure and guidance notes should always be used in conjunction with the policy, to provide a consistent approach in the practical implementation of this area of operation.

Author of Policy	Date of Approval	Approved by: EMT/Board/Committee	Implementation date	Next Review Date
Suzanne Gordon	8 March 2018	EMT	April 2018	February 2021

## EQUALITY IMPACT ASSESSMENT (EIA)

The aim of this EIA is to improve the work of the Trust by making sure we don't discriminate and where possible promote equality.

<b>NAME OF POLICY OR ACTIVITY</b>	Tenancy Change Policy
<b>EIA CARRIED OUT BY</b>	Suzanne Gordon
<b>DATE</b>	06/02/2018
<b>AIMS AND PURPOSE OF POLICY OR ACTIVITY</b>	To provide a set of principles and a framework to manage requests to change the name/s on a tenancy.

The EIA focuses on assessing the impact on people with protected characteristics. This involves anticipating the consequences of activities on these groups and making sure any negative consequences are minimised and opportunities for promoting equality are maximised. For each protected characteristic, indicate whether there will be a positive or negative impact or no impact from this policy or activity.

<b>PROTECTED CHARACTERISTIC</b>	<b>IMPACT</b>	<b>COMMENT</b>
	Positive or Negative or No Impact	Needed if there is a Negative Impact. Also include the Action to be taken to Reduce Impact
Age	Negative	Whilst a positive impact the policy requires tenants( via sole to joint tenancy change or assignment) to be aged over 18, and met any age criteria which would apply to the relevant property if it were being allocated under the Allocations Policy. This is justified because it reflects the Allocation Policy under which these questions have been considered and agreed.
Disability	Positive	
Gender Reassignment	No impact	
Being Married or in Civil Partnership	Positive	
Being Pregnant and or Maternity Leave	No impact	
Race (Including colour, nationality, ethnic or national origin)	Negative	Any customers who do not understand English well could fail to understand the requirements of application and the processes. This negative impact would be overcome by the use of a translation service where required.
Faith or Religion or Belief or Lack of Belief	No impact	
Sex	No impact	
Sexual Orientation	No impact	

<b>Any Further Actions Required:</b>	
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