Loreburn Group

Tenancy Changes Policy



Creating Great Places to Live

Policy	Tenancy Changes Policy				
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Approved by	MC LET MT X				
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Review Period	Every 3 Years or as legislation or substantive changes occur				
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Policy Champion	Regional Housing Manager (West)				
Who this policy affects	Staff X Customers X Contractors Members of the Public				
Where this policy affects	General needs X Later Living X Supported X Office/staff base				

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1. Purpose of this Policy

- 1.1 This Policy aims to ensure good management of our stock and the stock of other housing associations; that tenancies are sustained appropriately, and that by making changes to tenancies, we meet the needs of our tenants following change in circumstances.
- 1.2 This Policy sets out the responsibilities of the landlord and the customer and ensure enforcement is legal and in line with the requirements of the tenancy agreement.
- 1.3 This policy will assist with ensuring all requests to make a change to a tenancy in a fair, reasonable and consistent manner and contribute to creating sustainable communities.

2. Aims & Outcomes of this Policy

2.1 The key aim of the policy is to ensure that our housing stock is well managed and used effectively to meet housing demand in the region. Loreburn will follow timely and consistent processes.

Every effort will be made to:

- Comply with current Housing legislation
- Maintain and sustain our properties and the developments to an appropriate standard in line with our legal obligations and the obligations contained within our tenancy agreement.
- Respond to any notification of tenancy changes within the required timescale
- Deal with all requests to make a change to a tenancy in a fair, reasonable and consistent manner
- Create and maintain stable, safe and socially inclusive communities where people want to live
- 2.2 Income maximisation continues to be of increasing importance for both the organisation and customers alike. Loreburn will provide support and assistance to customers to ensure their housing meets their needs. Assisting customers with financial difficulties at the first possible opportunity can help prevent the likelihood of abandoned properties.

3. How will we achieve our aims and objectives?

- 3.1 We will provide advice and assistance on tenancy matters to help residents maintain their tenancies to the best of their abilities and in accordance with their tenancy agreement using early intervention wherever possible.
- 3.2 Enforce tenancy conditions, using legal action as required and where appropriate
- 3.3 This policy is supported by detailed procedures outlining our day to day practice which will enable us to meet the aims and objectives of the policy.

3.4 We will aim to be consistent but we also aim to be flexible and proactive, meeting customer's individual needs when providing housing management services.

4. What are tenancy changes?

- 4.1 There are various types of tenancy changes including:
 - 4.1.1 <u>Succession</u> See Appendix One for Current Procedures

Succession of a tenancy will only apply on the death of a tenant, and there must be a "qualifying person" to succeed. For succession to occur, the home of the deceased tenant must have been the qualifying person's only or principal home at the time of the tenant's death for a period of at least 6 months. A "qualifying person" is defined in Schedule 3 of the Housing (Scotland) Act 2001, and is detailed in the Scottish Secure Tenancy Agreement and accompanying Tenancy Changes procedures.

Level 1

the deceased's husband or wife or co-habitee, if the house was their only or principal home on your death; **OR** the joint tenant, if the house was his or her only or principal home on the death of the tenant.

Level 2

If no-one qualifies at Level One, or a qualified person does not want the tenancy, it may be inherited by a member of the deceased tenant's family as long as:

- he or she is aged at least 16 at the date of the tenant's death;
- the house was his or her only or principal home at the date of death.

Level 3

If no-one qualifies at Level One or Level Two, or a qualified person does not want the tenancy, it will be inherited by a carer as long as:

- he or she is aged at least 16 at the date of the tenant's death;
- the house was his or her only or principal home at the date of the tenant's death:
- he or she gave up another only or principal home before the death of the tenant:
- he or she is providing, or has provided, care for the tenant or a member of the tenant's family.

Loreburn will consider the following points when assessing a Succession application:-

<u>Special Needs/Adapted Properties</u> A qualifying person cannot succeed to specially adapted accommodation.

<u>Joint Tenancies</u> – Where a joint tenant dies, the tenancy will convert from joint to sole.

Qualifying Person does not wish to succeed to the tenancy - A qualifying person has the right to decline to succeed to the tenancy by giving the Association written notice. This notice must be within four weeks of the tenant's death. The

person must vacate the house within three months of their written notification informing the Association that they wish to decline succession. The person is liable for payment of rent during the period that they occupy the house after the tenant's death. The person is no longer a Scottish secure tenant during this period.

<u>Second Round of Succession Passed</u> There can only be two successions to a tenancy. After the second succession the tenancy will terminate.

<u>Unauthorised Occupants</u> Any unauthorised occupants will not be eligible for succession of a tenancy.

4.1.2 **Assignation** – See Appendix Two for Current Procedures

Assignation occurs when a tenant requests that the tenancy, either wholly or partly, including the rights and responsibilities of the tenancy, is given to someone else. The property must have been the only or principal home of the proposed assignee continually for at least 6 months prior to application.

4.1.3 **Abandonment** – See Appendix Three for Current Procedures

Abandonment of a tenancy occurs when a tenant fails to occupy the property as their only or principal home. A tenancy will only be terminated and the property repossessed by Loreburn after thorough investigations have been undertaken and we are satisfied that the property or tenancy has been abandoned, and the tenant does not intend to occupy is as his/her only or principal home.

Abandonment by a joint tenant occurs when one of the joint tenants vacates the property without formally notifying Loreburn. The remaining tenant may then become the sole tenant in the property after Loreburn has completed a formal process, outlined in the accompanying Tenancy Changes Procedures.

Abandonment of household goods occurs when a tenant vacates the property and leaves behind household goods. Dependent on the condition / value of the goods, arrangements may be made by Loreburn for their storage / disposal.

4.1.4 **Subletting** – See Appendix Four for Current Procedures

Subletting is the process in which the legal tenant is absent from their home, and rather than leave the property empty, leases it to a third party for a period of no longer than 6 months.

4.1.5 **Lodgers** – See Appendix Five for Current Procedures

Lodging is a form of subletting whereby the tenant leases part of their home, usually a bedroom, on a formal or commercial basis. A lodger is a third party who is not a direct relative of Loreburn's tenant, but who resides in the property along with the tenant.

Permission may be given to the tenant to have a lodger(s) stay in their home for a maximum period of 12 months.

4.1.6 **Mutual Exchanges** – See Appendix Six for Current Procedures

A mutual exchange is where one Loreburn tenant wants to exchange their home for another, either with another Loreburn tenant or a tenant from any other housing association or council. This type of exchange is by mutual agreement of the two parties involved, as well as Loreburn and, if applicable, the other housing association.

4.1.7 **Sole to Joint Tenancy / Joint to Sole Tenancy** – See Appendix Seven for Current Procedures

This is where one tenant asks for another tenant to be added to their Tenancy Agreement or either joint tenant asks to be removed from the tenancy, or due to abandonment by either joint tenant.

5. Estate Inspections

- 5.1 All Loreburn H A staff have a duty in the course of their day to day work to note any signs of potential abandoned properties. Where Loreburn staff suspect that a property has been abandoned or is not being occupied by the tenant action will be taken in accordance with LHA's Abandonment Policy and the Housing (Scotland) Act.
- 5.2 Monthly inspections are carried out by Housing and Community Engagement staff on each individual development.

6. Tenancy Matters

- 6.1 When a tenancy is allocated, Housing and Community Engagement staff will ensure that the incoming customer has an understanding of their rights and obligations in relation to their tenancy agreement. The Housing and Community Engagement/Income Officer will visit the new tenant within 2-3 weeks of the tenancy start date to provide any advice and assistance required in respect of tenancy matters. A follow up visit can be arranged if required.
- 6.2 Loreburn H A staff will develop professional relationships with support and care agencies including our own Supported Housing team with the aim of helping our tenants with vulnerability or specific needs to sustain their tenancy.

7. Customer Involvement

7.1 Excellent customer service is at the heart of what Loreburn H A does so we involve and foster good relationships with our customers and shape services which meet their needs. It is especially important in regard to tenancy management issues therefore Loreburn H A actively seeks to encourage customers to take an active interest in issues which affect their local area.

8. Staff Training and Development

8.1 Training will be provided to relevant staff to ensure a consistent approach and ensure they carry out the roles and duties linked to the application of this policy.

9. Complaints

- 9.1 Loreburn has a commitment to valuing complaints and ensures the organisation benefits from feedback to identify areas for change or improvement.
- 9.2 Loreburn has a Complaints Policy which ensures there are robust and effective procedures in place for complaints to be properly managed and acted upon.
- 9.3 Anyone dissatisfied with the outcome of their complaint having exhausted Loreburn's complaints procedure has the right to refer the matter to the Scottish Public Services Ombudsman.

10. Measuring Performance

- 10.1 Performance monitored through Loreburn H A's Performance Management Framework using the Scottish Housing Regulator Annual Return Charter Indicators, HouseMark and Loreburn H A's Strategic Performance Indicators and operational performance indicators for Tenancy Changes
- 13.2 Loreburn H A will consult customers, stakeholders and other agencies in order to continually measure good practice.
- 13.3 This policy will adhere to Loreburn H A's commitment to Continuous Improvement and Value for Money.

11. Equality & Human Rights

- 11.1 Loreburn aims to ensure that equality, fairness, dignity and respect are central to the way we work and how we treat our customers. We support diversity and uphold equal opportunities in all areas of our work as an employer and service provider.
- 11.2 Loreburn will not discriminate against tenants, staff, visitors, suppliers or others based on their age, sex, sexual orientation, race, disability, religion or belief, marital status, pregnancy and maternity or gender reassignment (collectively referred to as 'protected characteristics' in the Equality Act 2010).

12. Risk Management

- 12.1 Loreburn has a Risk Management Strategy, Policy and Procedure. These documents set out how the organisation will manage risk as an integral part of its governance and management systems, ensuring risks are identified, evaluated and controlled effectively.
- 12.2 Identifiable risks arising from this policy will be monitored and managed by the internal processes set out herein and by regular review of this and

all other associated policies and procedures, ensuring risks are mitigated and Loreburn complies with all legislative requirements and regulatory and best practice guidance.

13. Responsibilities Chart

The below chart illustrates the responsibilities of all staff pertaining to this policy:

Responsibilities	Board/ CEO	EMT	RHMs	Team Leader	All Staff
To set the policy and direction with	✓				
regards to Tenancy Changes	·				
Ensure Loreburn H A staff have a					
robust understanding of Tenancy		/			
Changes and the associated risks					
Manage service, reporting and			_		
update EMT quarterly					
Take lead on applications, make					√
day to day decisions					ľ
Record Keeping for tenancy					√
changes					•
Authorise tenancy change			√	√	
applications (approval/refusal)				•	
Policy Champion			✓		
Ensure effective and clear					√
communication with key					
stakeholders including customers					
Reporting any concerns to Line				✓	✓
Manager					
Participate in meetings and					
provide evidence for investigations			✓	✓	✓
as required				· ·	
Ensure feedback is used to			✓	✓	✓
improve service				· ·	
Working with Head of OD & HR					
ensure staff have appropriate			✓	✓	
training				· ·	
Ensure policy is reviewed as			√	_	√
necessary				1	•
Ensure E&D guidance is adhered to		\checkmark	✓	\checkmark	\checkmark

14. Legislative Background

- 14.1 In preparing this policy **Loreburn HA** have taken account of:
 - Housing (Scotland) Act 2010
 - Housing (Scotland) Act 2001
 - Housing Scotland Action 2014

- <u>Scottish Social Housing Charter 2012</u>. This sets out the standards that Scottish landlords must achieve when conducting their housing activities.
- The Scottish Secure Tenancy Agreement this is the formal document that outlines the customer's responsibilities and obligations in relation to their tenancy, including updating the Association with any changes to household details.
- The Short Scottish Secure Tenancy Agreement this is the formal document that outlines the customer's responsibilities and obligations in relation to their tenancy, including updating the Association with any changes to household details.
- 14.2 The Scottish Social Housing Charter sets out the standards and outcomes that all Scottish landlords should achieve when conducting their housing activities. These are used to monitor performance and to ensure customers are receiving a high standard of service.
 - 14.2.1 There are five relevant charter outcomes, these are described below:

Equalities

Social landlords should ensure every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

We can achieve this by prompt resolution of estate management complaints, and by offering solutions to meet the needs of our customers.

Communication

Social landlords manage their businesses so that tenants and other customers find it easy to communicate with their landlord and get information they need about their landlord, how and why it makes decisions and the services it provides.

Loreburn H A can achieve this outcome by using a variety of methods of communication from face to face conversations to social media. Customer's should be able to have queries about the management of their neighbourhood answered promptly.

Participation

Social landlords manage their businesses so that tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with.

Loreburn H A will use the communication methods outlined above and also look to our Customer Engagement Strategy to engender a culture where customers can influence the management of their own neighbourhood.

Neighbourhood and Communities

Social landlords, working in partnership with other agencies, help to ensure that tenants and other customers live in well maintained neighbourhoods where they feel safe.

Where appropriate Loreburn will work with other agencies such as Police Scotland, and social work to tackle issues which are of concern to our residents.

Tenancy Sustainment and Support

Tenants get the information they need on how to obtain support to remain in their home and ensure suitable support is available, including services provided directly by the landlord and by other organisations.

We will offer advice and assistance to residents to help them maintain their tenancy by referring them to appropriate agencies or by organising support by us or other support services.

14.3 All Loreburn H A's policies adhere to VFM principles.

15. Associated Policies

15.1 Associated Policies include:

- Income Maximisation Policy
- Anti-Social Behaviour Policy
- Complaints Policy
- Estate Management Policy

16. Policy Review

- 16.1 The policy champion is the Regional Housing Manager (West). The policy implementation checklist is set out below as **Appendix two.**
- This policy will be reviewed **every three years** or as required due to legislative or regulatory change. The review will be completed by the Policy Champion and circulated to the Executive Management Team for approval.

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Appendix One - Succession Procedure

Notification of death. Obtain copy of death certificate.



HCEO to establish whether there is a qualifying person wishing to succeed the tenancy within 3 days of notification of death.



Bereavement Letter to be sent to qualifying person(s) at the property.



If a qualifying person does not wish to succeed to the tenancy, written notice must be given within 4 weeks of the tenant's death. A qualifying person not wishing to succeed to the tenancy is entitled to occupy the property for up to 3 months. HO to commence void procedures.



Application for a Succession of Tenancy to be completed by qualifying person(s) wishing to be considered for the tenancy.



HCEO to carry out Home Visit with the proposed successor to advise of responsibilities of succeeding to tenancy.



Succession of Tenancy Checklist to be completed by HCEO. TL to authorise consent or refusal.



HCEO to send appropriate letter consenting/refusing the application to succeed to the tenancy (Automatic Succession – No Right to Buy, Automatic Succession – Preserved Right to Buy or Refusal Letter)



Where the TL has approved the application, HCEO to arrange for new tenant to sign mandates (Acceptance Mandate – No Right to Buy and/or Acceptance Mandate – Preserved Right to Buy and Property Condition Mandate) within 5 working days.



Customer Engagement Team to set up new rent account for new tenant.

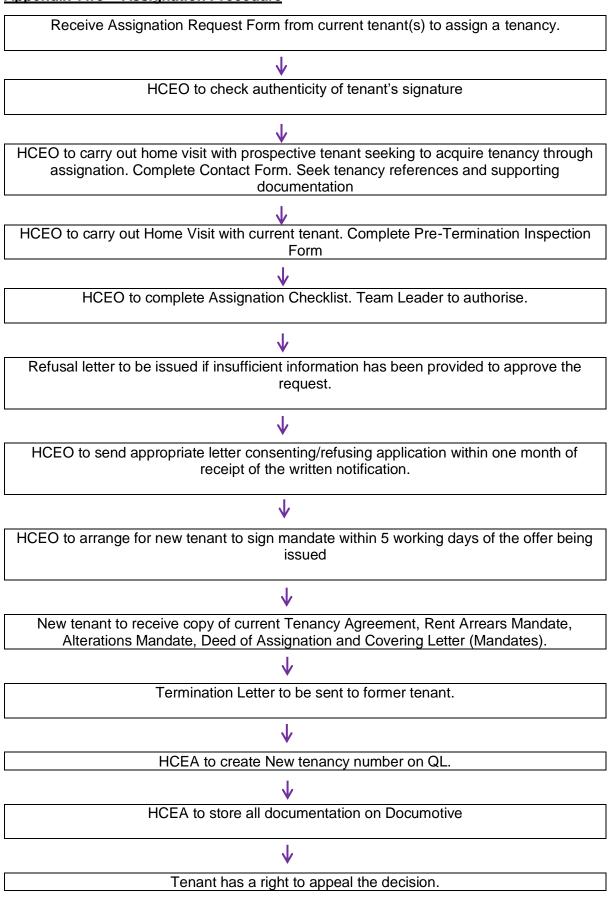


HCEA to store new tenant paperwork on Documotive.



Tenant has a right to appeal the decision.

Appendix Two - Assignation Procedure



Appendix Three - Abandonment Procedure

Abandonment Procedure Begin Abandoned Tenancy Checklist when aware of potential Abandonment Visit property within 3 days of being made aware Record all findings on Abandoned Tenancy Checklist Pass Abandoned Tenancy Checklist to Team Leader to authorise First Notice of Termination Serve First Notice of Termination Serve - (notice to be served on each joint tenant) – 28 days' notice before 2nd notice is served. The First Notice of Termination must be hand delivered & witnessed by another Loreburn colleague. Two original letters must be served - one being posted through the letterbox & the other attached to the door or window with sellotape/similar. Both colleagues must sign the Service of Execution Update Central Abandoned Property Register and QL Monitor property and check for occupation/further signs of abandonment Drain down/change locks if any security/damage risks (2 members of staff to be present) If no written response from tenant within 28 full days of First Notice of Termination, Abandoned Tenancy Checklist to be passed to RHM to authorise. Arrange joiner (to force entry and change locks at property) Two Loreburn colleagues must attend to serve Second Notice of Termination Pictures and Furniture inventory to be taken on entry Colleagues must only make an inventory of what can be seen, without disturbing or touching the goods. A note must then be made on the inventory that a detailed

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examination of goods has not been possible due to the condition of them.

Dependent on the condition/value of goods, arrangements must be made for the storage/disposal. The decision to store goods or not will be made by the RHM. Goods & furnishings can be stored, dependent on their value, for a period of up to 6 months from the termination date. The decision to sell the goods or dispose of them will be whatever is considered the most cost effective.

Joint Tenant Abandonment Procedure

Start Abandonment Tenancy Checklist when aware of potential Abandonment – record all findings



Serve First Notice of Termination on joint tenant (copy to be given to remaining tenant for info)



Complete Service of Execution



Update Central Abandoned Property Register and QL



21 days after First Notice of Termination, serve Abandonment Warning Letter advising of pending Second Notice of Termination (copy to be served on remaining tenant)



After 28 days of First Notice of Termination, serve Second Notice of Termination giving 8 weeks notice to terminate their part of tenancy



Follow up visit 7 weeks after Second Notice of Termination to ensure joint tenant isn't present and no material change identified



8 weeks after Second Notice of Termination has been served, the abandoned tenants name can be removed from tenancy.



Sole Tenant Confirmation Letter to be issued to remaining tenant.

Appendix Four - Subletting Procedure

HCEO to receive Application for Permission to Sublet form from current tenant(s)



HCEO to check tenants house file and QL file for background information

- To check that information we received is the same as the information we already hold, including tenant(s) signature
- If the tenant is married and the property has been used as a matrimonial home, both the parties are required to sign the request regardless of whether they are both tenants. The Matrimonial Homes (Family Protection) (Scotland) Act 1981 gives married couples occupancy rights for the matrimonial home regardless of whether their name is on the tenancy agreement. All joint tenants must also sign the request.



HCEO to complete the Sublet Request checklist



HCEO to carry out HV within 2 weeks of receiving application to establish the full reasons for their sublet request as well as to ascertain the current property condition. A pre-term inspection form should be completed at HV



HCEO to carry out HV with prospective sub-tenant and complete a Contact Form.

 Tenancy references & supporting documentation must be sought where appropriate. Checks such as Risk Assessments must also be undertaken in line with current policies



HCEO to pass the completed Sublet request checklist with recommendation of approval/rejection & all supporting information gathered, including application form to the Team Leader (TL) for approval/rejection within 3 weeks of the initial sublet request.

 A ground for refusing a sublet request may be that the tenant has more than one month's rent arrears/rechargeable repairs/legal expenses arrears.



TL to approve or reject the application to sublet by signing the checklist and pass back to HCEO



HCEO to issue appropriate letter to advise the tenant of the decision within 1 month of initial sublet request.

Copy should be attached to Documotive and QL should be updated.



Permission may be given for a maximum period of 6 months. A tenant may request to extend this time period, however approval would be considered on a case by case basis, and an extension may only be granted for a maximum further period of 6 months. If for example all supporting documentation has not yet been received, a refusal letter must be sent before

the expiry of one month. Failure to respond to a sublet request within 1 month will imply that consent has been given.



HCEO to diaries to check the status of the sublet one month before the end of the period permission granted for, to ensure the tenant makes arrangements to end the sublet as per permission conditions.

Appendix Five - Lodgers Procedure

HCEO to receive Application for Lodger Permission form. Form must be signed by tenant(s)

 If the application has not been fully completed, the tenant should be contacted either by phone to ascertain the missing information or by letter advising their application has been refused as insufficient information has been supplied.



HCEO to check tenants house file and QL file for background information

 To check that information we received is the same as the information we already hold, including tenant(s) signature



HCEO to complete The Lodger Request checklist



The HCEO should conduct a home visit the tenant within 2 weeks of receiving the Application.



HCEO to discuss the lodger request with the tenant (& joint tenant if applicable), including the following:

- Full information of the relationship between the tenant & lodger should be obtained. To make background checks on the lodger. The tenant should be reminded that they retain responsibility for the conduct of the tenancy, which includes the conduct of the lodger & any other visitors to the premises.
- The amount payable by the lodger & what the lodger is entitled to for this sum. The
 HCEO should consider carefully if the amount suggested is appropriate in
 comparison with the property size & rent charged by Loreburn. A small additional
 charge for the use of furnishings, crockery, etc. would also not be unreasonable.
 - Whether the lodger request may make the household overcrowded & the implications of this, particularly if the lodger was to apply for re-housing on their own.



HCEO to pass the completed Lodger request checklist with recommendation of approval/rejection & all supporting information gathered, including application form to the Team Leader for approval/rejection within 3 weeks of initial lodger request.

 A ground for refusing a lodger request may be that the tenant has more than one month's rent arrears/rechargeable repairs/legal expenses arrears.



TL to approve or reject the lodger application by signing the checklist and pass back to HCEO



HCEO to issue appropriate letter to advise the tenant of the decision within 1 month of initial sublet request.

Copy should be attached to Documotive and QL should be updated.

 Permission may be given for a maximum period of 12 months. If, for example, all supporting documentation has not yet been received, a refusal letter must be sent before the expiry of one month. Failure to respond to a lodger request within 1 month will imply that consent has been given.



HCEO to diarise to check the status of the lodger one month before the end of the period permission granted for, to ensure the tenant reapplies for permission if they wish the lodger to remain resident.

Appendix Six - Mutual Exchange Procedure

Each interested party to complete Mutual Exchange Form

- The 28 day response deadline doesn't commence until forms are received from all parties.
- If all forms are not received within 7 days of the first, the Application Not Received
 Letter must be sent advising that we cannot proceed.



Tenancy Reference Request Letter to be issued to other Landlords (if applicable), requesting tenancy reference

 Unsatisfactory tenancy reference should be passed to Team Leader to advise if exchange can proceed



Property Lettings Form to be completed with all details



HCEO to liaise with IO to check LHA tenant does not have any outstanding rent debt/recharges



HCEO to arrange Home Visits within 5 days of receiving all forms

 HCEO to check for any alterations/improvements and relevant permissions. Void Inspection form to be completed during Home Visit with LHA tenant(s)



HECO to send Works Required Letter to incoming tenant highlighting any minor works required that would become their responsibility if they choose to proceed



Any unsatisfactory property standards to be discussed with TL re approval

Condition of Property Refusal Letter to be issued if refusing due to property condition



HCEO to issue Insufficient Information Letter to all parties to refuse if due to lack of information etc. and encroaching on 28 day deadline



If approving, Property Lettings Form to be completed by HCEO and passed to TL for approval



HCEO to issue Landlord Confirmation Letter to all other landlords confirming LHA approval



HCEO to issue Termination Letter to LHA tenant to sign termination of tenancy form



HCEO to issue Provision Offer of Tenancy Letter to incoming tenant advising that offer has been approved. Exchange date to be within 28 days of offer

 If Exchange does not go ahead within 28 days of approval, LHA have right to withdraw approval.

Appendix Seven - Joint to Sole/Sole to Joint Procedure

HCEO to receive written request for a Joint Tenancy



HCEO to arrange for a Joint Tenancy Application Form to be sent out with a covering letter.

All applications for joint tenancies are to be processed within 1 month.



HCEO to receive completed Application Form



HCEO to complete the Application for Joint Tenancy Checklist



TL to approve or reject the joint to sole or sole to joint tenancy request by signing the checklist & pass back to the HCEO



HCEO to send appropriate letter to advise the tenant(s) of the decision within 1 month of the initial request

- Copy of letter to be attached to QL and stored on Documotive
- If for example all supporting documentation has not yet been received, a refusal letter must be sent before the expiry of one month.
- Failure to respond to a joint to sole or sole to joint request within 1 month will imply that consent has been given



HCEO to issue Acceptance letter if there are no reasonable grounds for refusal.



HCEO to arrange visit with tenant and proposed Joint tenant to get them to sig n2 copies of an Amendment to Tenancy Agreement Form.

 The meeting should be used to explain the responsibilities of both the tenant & the proposed joint tenant.

Refusal of Joint Tenancy Applications

HCEO to complete checklist and refuse application



HCEO to issue Refusal Letter. This letter should state the reasons for refusal, & inform the tenant of their appeal rights.

Examples of reasonable grounds for refusal are as follows:

- Where a Notice of Proceedings has been served on grounds 1-7
- Where an order for recovery of possession has been made
- Where the tenant has more than one month's rent arrears/rechargeable repairs/legal expenses arrears
- Where creating a joint tenant would result in statutory overcrowding
- Where the tenant or proposed tenant has rent arrears amounting to more than 4 weeks rent
- Where the house is not the proposed joint tenant's principle home & they do not intend to move in

 Where the proposed joint tenant does meet the eligibility criteria for the property & would be contrary to the Lorebum's Allocations Policy e.g. sheltered housing

Request for Conversion to Sole Tenancy

HCEO to receive 4 weeks written notice that one joint tenant wishes to end their interest in the tenancy. This tenant must also provide written notice to the other Joint tenant



If a joint tenant contacts LHA to enquire about ending their interest in the tenancy, the HCEO should issue a covering letter & 2 copies of the termination form



On receipt of termination forms, HCEO should send a copy to each joint tenant



HCEO to issue letter confirming their termination date to the joint tenant who wishes to end their interest in the tenancy

Points to Consider

Special Needs/Adapted Properties:

If the joint to sole request is submitted where the property is one which has been designed or adapted for the elderly/disabled & the person becoming the sole tenant does not require this type of specialised accommodation, then consideration has to be given to this fact. Spouses, co-habitees, joint tenants & other persons with special needs can be approved to take on the sole tenancy of that property. Whilst other 'qualified' persons will legally succeed, Loreburn may seek to offer the person more suitable alternative accommodation via a management transfer, thus releasing the specialised accommodation to be allocated to someone who requires it

Other Checks:

- Colleagues should pay particular attention to signatures and household details when considering all tenancy change requests, to ensure every effort is made to prevent inappropriate information being given to the wrong person, for example.
- Colleagues should check other relevant procedures to ensure other necessary processes are completed, such as gas checks or EPCs where appropriate, etc.

Policy Assessment Checklist

Health & Safety Assessment

ricaliff & Galety Assessment	
Does this policy have the potential to affect:	
Lone Working Safety and/or wellbeing of staff Safety and/or wellbeing of customers Have the above items been considered in the preparation of this policy?	Yes Yes Yes Yes
Comments:	
Equality, Diversity & Inclusion Assessment	
Does this policy have the potential to affect:	
Staff's rights to equal opportunities Tenants' / Customer's rights to equal opportunities	Yes Yes
Tenants' / Customer's ability to access to homes and/or services Have the above items been considered in the preparation of this policy?	Yes Yes
Comments:	

Agile Working Assessment

Agile working requirements have been considered and addressed in the Yes preparation of this policy: