

ASSIGNMENT POLICY



Reference:	HS_POL_HOU_ASS_2.0	Author:	Neighbourhood Team Manager
Scope:	Housing Solutions	Approved by:	Executive Team
Legislation:	Housing Act 1985 Housing Act 1988 Localism Act 2011 Civil Partnership Act 2004 Equality Act 2010 UKGDPR 2021 Data Protection Act 2018	Date of approval:	August 2023
Regulatory/ Governance:	Regulator of Social Housing Tenancy Standard	Date of next review:	August 2026
Related Policies:	Tenancy Policy Allocations & Lettings Policy Transfer Policy Mutual Exchange Policy Tenancy Fraud Policy Succession Policy Equality, Diversity & Inclusion Policy		

1. Policy Statement

- 1.1 Our Assignment Policy sets out our tenants' right to assign their tenancy under legislation, their tenancy agreement and discretionary criteria. There are three main reasons for a tenancy to be assigned:
- When a court has ordered the transfer as part of the divorce or separation proceedings
 - When you have Housing Solution's written consent to carry out a mutual exchange as described in our Mutual Exchange Policy
 - When your tenancy agreement allows you to assign the tenancy to someone who would be a qualifying successor as described in our Succession Policy
- 1.2 Our Assignment Policy helps us to deliver our corporate and strategic aims by:
- Setting out clear criteria and expectations for residents seeking an assignment

- Helping to ensure the best use of our stock and to improve flexibility for our residents

2. Scope

- 2.1 This policy relates to all social and affordable rented tenants of Housing Solutions who hold an assured or fixed term tenancy.
- 2.2 Assured Shorthold and Starter tenancies can only be assigned by court order
- 2.3 This policy does not apply to Shared Ownership homes, licences and residential or commercial leases.
- 2.4 Tenants with a Fixed Term Tenancy Agreement (Variable Service Charge); Assured Tenancy Agreement (Sheltered) Variable Service Charge; Assured Tenancy Agreement with Fixed Service Charges (General Needs); Assured General Needs Variable Service Charge; and Extra Care Tenancy Agreement have no Potential Successor rights.

3. Roles and Responsibilities

Board	Responsible for delegating approval of this policy to Executive Team.
Executive Team	Responsible for approving this policy and overseeing compliance with this policy.
AD Housing & Resident Engagement	Responsible for overseeing the operational delivery and service quality of assignment applications and regularly reviewing the appropriateness and reasonableness of the appeal decisions.
Neighbourhood Team Manager	Responsible for the implementation of this policy; hearing appeal decisions; and the management of the Neighbourhood Team in processing assignment applications and for Housing Officers to approve assignment applications
Neighbourhood Team Leader	Responsible for ensuring compliance with this policy, the management of the Neighbourhood Team in processing succession applications, and for approving applications.
Housing Officers	Responsible for receiving, assessing and processing requests to assign a tenancy.
Lettings and Allocation Officers	Responsible for supporting Housing Officers in assigning a tenancy and ensuring tenancy records are updated on our software systems and that any appropriate documents are properly completed and signed.
Customer Contact Centre	Responsible for receiving and dealing with general enquiries about requests to assign a tenancy and transferring residents to the relevant officer in Housing Services for further information and support.

4. Definitions

- 4.1 An **Assignment** is a transfer of the tenancy to another tenant or tenants by deed during the lifetime of the original tenant.
- 4.2 A **License to Assign** is a formal document granting permission to undertake an assignment by deed and is granted prior to the deed of assignment being executed.

- 4.3 A **Deed of Assignment** is the legal document used to ensure that a tenancy is legally assigned to a new tenant.
- 4.4 Our Tenancy Policy sets out the types of tenancy available and the criteria for their use of and eligibility.

5. Legislation

- Housing Act 1988 Section 15: Assignment:
- Matrimonial Causes Act 1973 Section 24: Property Adjustment Orders
- Children Act 1989 Schedule 1: Financial Provision for Children
- Family Law Act 1996 Schedule 7: Transfer of Certain Tenancies
- Immigration Act 2014 Section 21: Persons Disqualified by Status
- Housing Act 1988 Schedule 2: Grounds for Possession – Assignment without consent
- Regulator of Social Housing: Tenancy Standard

6. Assignment

- 6.1 Assignments will be considered in the following circumstances;
- A single tenant seeking to add a new partner to their tenancy.
 - Joint tenants who were living together but are now splitting up and want to assign the tenancy to one person who remains living in the home.
 - A tenant's request to assign the tenancy to someone eligible to succeed to the tenancy under current legislation and the terms of this Policy
 - Where the Family Court has ordered the transfer of an individual's tenancy to their former partner, their child's parent or their child
- 6.2 We will not agree an assignment if:
- The tenant is in breach of their tenancy, or has been within the last twelve months, including any rent arrears
 - The tenant wants to assign their tenancy to someone who is not allowed to be a tenant under the Immigration Act 2014
 - We have good cause to think the assignment would not be reasonable, for example if the tenant lacks mental capacity to understand the effect of assignment
- 6.3 We will not consider granting an assignment of a tenancy where a succession or an assignment based on succession rights has already taken place. Details on succession rights can be found in our Succession Policy.
- 6.4 Any assignment will always be undertaken by the granting of a Licence to Assign in the first instance, followed by the execution of a Deed of Assignment.
- 6.5 Where a request to assign a tenancy has been refused, only the tenant requesting the assignment may make an appeal against that decision. Additional information should be provided in support of the appeal, and this will then be considered by the Neighbourhood Team Manager.

- 6.6 The appeal should be in writing or dictated over the phone to a Housing Solutions officer within five working days (weekdays not including public holidays) from the date of refusal of the original request to assign. The Neighbourhood Team Manager will consider the appeal and will advise the tenant of their decision in writing within ten working days, unless a mutually agreed alternative timescale is agreed.
- 6.7 This appeal procedure does not interfere with an individual's right to make a complaint to the independent Housing Ombudsman or to request an agency or organisation to make the appeal on their behalf.

7. Types of Assignment

Joint to Sole

- 7.1 This is most commonly the result of relationship breakdown and will require the consent of both parties. They will both need to willingly sign the Deed of Assignment. Any rent arrears must be cleared prior to the assignment.
- 7.2 Where mutual consent is not available, we will provide appropriate advice and assistance to both parties.

Sole to Joint

- 7.3 We will only consider requests to add a tenant's partner to create a joint tenancy; only where the partner is eligible to succeed to the tenancy under our Succession Policy and only where there has been no previous succession under that Policy or the legislation current at the time.
- 7.4 We will provide advice and assistance on the implications of a joint tenancy relating to being jointly and severally liability for rent arrears and one of the joint tenants being able to serve a Notice to Quit to terminate the entire tenancy. Both parties must consent to and willingly sign the Deed of Assignment.
- 7.5 Any rent arrears must be cleared prior to the assignment taking place to avoid any later dispute over who is responsible for those arrears.

Potential Successor

- 7.6 We will only consider requests to assign to a qualifying successor under our Succession Policy. We will consider the circumstances of the current tenant, their consent to the assignment and their mental capacity to understand the effect of the assignment.
- 7.7 We recognise vulnerable residents may be put at risk of losing their tenancy or relinquishing tenancy rights through coercive control exercised for the purposes of achieving the assignment of a tenancy to a person who would otherwise not be a party to an assignment.

- 7.8 We will take all reasonable steps to ensure that when a request for an assignment is being considered, the person making the request is doing so of their own free will, is aware of the rights they are relinquishing and the responsibilities they are taking on.

8. Equality & Diversity

- 8.1 Housing Solutions recognises the needs of a diverse population and always acts within the scope of its own Equality, Diversity & Inclusion Policy, and Equalities Act 2010. Housing Solutions works closely with its partners to ensure it has a clear understanding of its resident community with clear regularly updated service user profiles. Housing Solutions will record, analyse and monitor information on ethnicity, vulnerability and disability.

9. Confidentiality

- 9.1 Under the Data Protection Act 2018 and UKGDPR, all personal and sensitive organisational information, however received, is treated as confidential. This includes:
- anything of a personal nature that is not a matter of public record about a resident, client, applicant, staff or board member
 - sensitive organisational information.
- 9.2 Housing Solutions employees will ensure that they only involve other agencies and share information where there is a legal basis for processing the information.

10. Review

- 10.1 This policy will be reviewed on a three-yearly basis or more frequently in response to changes in legislation, regulatory guidance, good practice or changes in other relevant Housing Solutions' policy.
- 10.2 Our performance in relation to the delivery of the services and activities set out in this policy will be monitored on an ongoing basis through our established reporting mechanisms to our Senior Management Team, Executive Team, Board and associated committees.