

Assignment of Tenancy Policy

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1. Our policy statement

- 1.1. This policy sets out our approach to assignment of tenancy for rented customers of Sage Homes.
- 1.2. An assignment is the legal transfer of a tenancy to an eligible person by one (living) person to another, the subsequent person becoming the tenant and acquiring the benefits and obligations of the original tenant or tenants.
- 1.3. The person who transfers the tenancy is the 'assignor' and the person to whom the tenancy is transferred is the 'assignee'. The assignee becomes the tenant of Sage, under the same agreement.
- 1.4. The ability to assign is limited by the terms of the tenancy and by legislation. This policy has been developed in line with:
 - The 1988 and 2004 Housing Acts
 - The Localism Act 2011
 - Matrimonial Causes Act 1973
 - Family Law Act 1996
 - Equality Act 2010
 - Tenancy Standard of the Regulatory Framework imposed by the Social Housing Regulator

2. The scope of this policy

- 2.1 This policy applies to all Social Rent and Affordable Rent Tenancies. The policy applies to customers who have an assured or secure tenancy. Our fixed term tenancy customers have the right to assign where this is set out in their tenancy agreement.
- 2.2 Assignments will not be granted in the starter period as set out in the tenancy agreement.
- 2.3 This policy includes the assignment of a joint tenancy to a sole tenancy if permitted by the terms of the tenancy agreement.

3. Assignments

- 3.1 An assignment can only take place if the original tenant has the right to assign. We will consider the following types of assignment:
 - 3.1.1 By mutual exchange: Customers who have the right to mutually exchange can 'swap' their home with another tenant of a registered provider of social housing.
 - 3.1.2 By a court order: We will always agree to an assignment if ordered to do so by a court order.
 - 3.1.3 To a potential successor: Customers with a secure tenancy have the right to assign their tenancy to someone who would be an eligible successor.
- 3.2 We may refuse a request of assignment where the:
 - 3.2.1 The customer has rent arrears or any other outstanding breach of their tenancy or subject to legal action.
 - 3.2.2 Property would not be suitable for the needs of the person the tenancy would be assigned to (assignee) or their household. This may include tenancies where the property has been adapted and the assignee or any member of their household does not require the adaptation.

- 3.2.3 The tenancy has already been assigned or succeeded where the request is not via a court order or mutual exchange.
- 3.2.4 Where there are outstanding arrears, we will agree with the customer that they must clear these before proceeding with their application to assign their tenancy unless there are exceptional reasons, or it is in our interest to do so.
- 3.3 Where a joint to sole or sole to joint application is made, Sage reserves the right to refuse an application if:
 - 3.3.1 There are arrears owed or any other tenancy conditions have been breached, or there is outstanding legal action
 - 3.3.2 The applicant is not the tenants' spouse or civil partner.
 - 3.3.3 The applicant has not lived in the home for more than 12 months.
 - 3.3.4 Other sufficient doubt that the proposed relationship is genuine, or any other reasons set out in the associated Joint to Sole and Sole to Joint Procedure.

4. Equality and diversity

- 4.1. Sage is committed to ensuring all services are accessible to all our residents. Our staff will be trained to ensure they are communicating appropriately with our customers, and they have the relevant information.
- 4.2. This policy will be applied in a way which makes sure we treat all customers with fairness and respect. We recognise our duty to advance equality of opportunity and prevent discrimination or victimisation on the grounds of age, sex, sexual orientation, disability, race, religion or belief, gender re-assignment, pregnancy and maternity, marriage and civil partnership and any other defined within the [Equality Act 2010](#).
- 4.3. On request we will provide translations of all our documents, policies and procedures in various languages and formats including braille and large print.

5. Delivery of this policy

- 1.1. This policy should be read alongside:
 - Succession of Tenancy Policy
 - Tenancy Policy
 - Domestic Abuse Policy
 - Mutual Exchange Policy
- 1.2. The effective delivery of this policy including training, guidance and support required by staff for implementation of this policy will be provided by the Housing Operations Team.

6. Policy review

- 1.3. We will review this policy at least every three years to make sure it remains relevant and accurate unless:
 - Legislation/regulation or industry changes require otherwise, making sure that it continues to meet our aims and industry best practice
 - We identify any problems or failures in this procedure as a result of customer and stakeholder feedback, complaints or findings from any independent organisations.

Version	Checked by	Amendments	Approved at/by	Date of Approval	Published by	Date of Review
1.0	Head of Housing Operations	Strategic review and update to corporate template	Board	Dec 24	Policy & Service Improvement	Dec 27