

Joint Tenancies Policy 2018 – 2021

Document control

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Replacing/ updating	Joint Tenancy Policy 2015 - 18
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Author	Neighbourhoods & Income Business Manager
Responsible Executive/ Group Director	Director of Housing Management
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Version	Date	Author(s)	Notes on Revisions
1	April-13	Head of Neighbourhood Management	Conversion of existing policy into current template and track future revisions from this point forward
2	April- 15	Business Manager Neighbourhoods & Income.	Policy has been reviewed by Anthony Collins Solicitors and amended to reflect legislative changes since Version 1 was approved. The Policy has also been updated with regard to granting joint tenancies to friends (not in a relationship), siblings and adult children, this is to reflect more commercial approach to lettings in order to tackle low demand.
3	January- 18	Business Manager Neighbourhoods & Income	Minor changes to reflect policy change that allows Starter tenancies to be extended to 18 months in certain circumstances. Changes in Job Titles
4	May 18	Compliance & Strategy Advisor	Vulnerable Customers Statement incorporated into the policy

Introduction

Knowsley Housing Trust (KHT) is committed to providing an effective and efficient service to its customers that includes the provision of advice on their rights provided within the tenancy agreement, whilst also satisfying housing need and aspiration through offering choice in housing location.

KHT will therefore consider applications from Assured Tenants (those tenants who became tenants of KHT after the date of transfer 15th July 2002 and have successfully completed their starter tenancy period), and transferring tenants (those tenants who were tenants of Knowsley Metropolitan Borough Council (KMBC) on completion of transfer and were signed up to KHT's transferring tenants tenancy agreement) for a Joint Tenancy.

Vulnerable Customers Statement

First Ark is committed to developing an equal and diverse culture where people are valued and respected from all sections of society. First Ark therefore opposes any form of discrimination in service delivery and employment practice. We aim to treat all customers fairly and we will look to tailor our policies, processes, products and services to meet the needs of all of our customers.

"Vulnerable Person" means: (a) a Child or Children; or. (b) an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.

Where we identify (or a customer advises us of) a vulnerability we will look to make reasonable adjustments to our services accordingly to meet the needs of those individuals. This may include altering the way we communicate with a customer to adjusting the service that we offer to that person. Each case will be judged on its individual merits to avoid a one size fits all approach. We will monitor our services regularly to ensure we are meeting all of our customers' needs and to make any adjustments required to improve and enhance the service we deliver.

Policy Statement

This policy covers KHTs arrangements for the creation and ending of Joint Tenancies.

Policy Detail

A Joint Tenancy may be offered to persons who are married or civil partners or can otherwise show they are an established couple living together as if they were married or civil partners [All references to marriage should be read as including a reference to marriage of a same sex couple]. We will also consider granting joint tenancies to 2 friends or family members who may want to share the tenancy, for example, in order to be able to afford the property. Joint Tenants are both jointly and individually liable for the obligations of the tenancy agreement. A breach of tenancy conditions is the responsibility of both of the tenants. One joint tenant can also end the joint tenancy without the other knowing or agreeing to the tenancy being ended.

In implementing the policy, KHT staff will have regard to KHT's Customer Care and Equality and Diversity Policies.

Implementation

A tenancy is a legally binding contract. It is therefore important that all persons who enter into the contract fully understand the terms and conditions of the tenancy. These terms and conditions are set out in KHT's tenancy agreements. If you are an existing tenant you will be fully aware of the terms set out in your agreement. However if you are a non KHT tenant who wishes to enter into a joint tenancy then you, should familiarise yourself with the terms and conditions before applying.

If you are a KHT tenant and wish to have a Joint Tenancy with another person, you should submit your request in writing, (either by letter or email) stating your reasons for wanting to create a Joint Tenancy, along with an application for accommodation form and written consent from the other person involved.

KHT will then consider your application to create a Joint Tenancy. If approved both residents will be jointly responsible for the tenancy and the rent payments on the property as a whole, both parties will be legally bound by the contract.

Creating a Joint Tenancy

KHT does not have any obligation to create a Joint Tenancy and agreement to do so is entirely at KHT's discretion. We will consider creating a Joint Tenancy (for no more than 2 people) where:

- A sole tenant marries, this includes civil partnerships and can provide a copy of their marriage certificate or civil partnership certificate.
- A tenant who has formed a longstanding relationship with a co-habiting partner (opposite or same sex) who has been living at the address for a minimum of 12 months. They must produce evidence of this at the time of applying.
- Any tenant who requests that their longstanding partner be included on the tenancy agreement, but cannot supply any evidence of living together as a couple for a period of 12 months, will have their request registered and then reconsidered by KHT after a period of one year when proof of continued co-habitation can be provided.
- A tenant who wants to add a friend or relative to the tenancy, for example, in order to be able to afford to remain at the property.

The request may be denied for the following reasons:

- A previous succession has already taken place (whether by a sole tenant dying and the current tenant being their successor, or because the current tenant was previously a joint tenant and the previous joint tenant died and the tenancy passed to them under the Right of Survivorship).
- Rent arrears
- Breach of tenancy for any reasons such as anti social behaviour
- If there is a current Notice Seeking Possession or an outstanding Possession Order

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- One or both parties have not lived at the property for at least one year (This will not apply in the case of marriage or civil partnership but is a requirement in relation to co-habiting couples who are not married or in a civil partnership).
- If the property is classed as suitable/adapted for the elderly or disabled and the person you wish to create the joint tenancy with does not meet the necessary criteria.

For the creation of the Joint Tenancy to become legally effective both the tenant and the prospective tenant must first seek consent in writing from KHT. Both parties will be asked to carry this out by signing a deed of assignment. The new tenant and KHT also need to sign a Licence to Assign.

Ending a Joint Tenancy

There are a number of ways in which a Joint Tenancy can be ended or changed into a sole name of one tenant. These are:

- By one of them of serving a Notice to Quit
- By a Possession Order granted by the Courts.
- By legal assignment by the joint tenants to one of them
- Where a Court has made a Property Adjustment Order in Family proceedings

Succession Rights

If one joint tenant dies, then the tenancy automatically passes to the remaining tenant and the tenancy continues. For further details of Succession Rights, please see KHT Succession Policy (Part of Tenancy Management Policy), and Tenancy Agreement.

Assignment Rights

If one tenant wishes to take over the tenancy on their own, it must be carried out legally by an assignment as long as both parties agree. This must be put in writing to KHT by both parties outlining their reasons for requesting the assignment and advising KHT as to who is to take on the tenancy. The person who takes over the whole tenancy will be solely responsible for any rent arrears. Both parties must agree to and sign a Deed of Assignment. If one party refuses to sign then an assignment cannot take place and the joint tenancy will need to continue (unless the remaining tenant is prepared to serve a notice to quit). See Assignment and Succession Policy for circumstances in which KHT may grant a new sole tenancy in those circumstances.

Abandonment

If one Joint Tenant leaves the property without the intention to return, KHT will advise the remaining tenant to try to contact the other party to find out whether they intend to return or give up their rights to the tenancy and if so to legally transfer the tenancy to the remaining tenant by assignment. This must be confirmed in writing to KHT.

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If the outgoing tenant cannot be contacted and evidence can be produced by the remaining tenant that the outgoing tenant has not lived at the property for a minimum of 12 months then it can be assumed that the outgoing tenant has no intention to return to the property. The remaining resident can then end the joint tenancy by service of a notice to quit if KHT agree to grant them a new sole tenancy. On expiry of the notice KHT will then grant the remaining tenant a new sole tenancy. This will be at the absolute discretion of KHT and may not be agreed if there have been any breaches of tenancy or if the property is not deemed suitable for the remaining tenant (e.g. too small or too large or has adaptations which the remaining tenant does not need). All arrears on the tenancy must be cleared in full first. If KHT does not agree to the grant of a new sole tenancy for one of the above reasons, the joint tenancy will simply need to remain in existence. The departed joint tenant could still serve a notice to quit at any time and this will end the whole joint tenancy. KHT will then consider the above issues to decide whether to grant a new sole tenancy to the remaining occupier.

Equality and Diversity

This policy will take into account all Equality and Diversity requirements

Responsibility

It will be the responsibility of The Director of Housing to ensure that this policy is applied effectively and that appropriate staff are trained in the procedures.

Consultation

KHT will publish its policy on Joint Tenancies and consult through a variety of involvement methods including Focus Groups

Monitoring and Review

KHT will review this policy on a periodic basis to ensure statutory requirements are adhered to and tenants are treated fairly and equitably.

The policy will also be reviewed to ensure it takes account of legislation changes, performance monitoring and development of best practice.

Associated Documents

Tenants Handbook

The Mix – Equality & Diversity Scheme

Joint Tenancy Procedure

Succession Policy