

2025

Tenancy Assignment Policy

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Housing & Community Safety
Nuneaton and Bedworth
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Tenancy Assignment Policy Quality Record

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1. Introduction

- 1.1 Secure tenants of Nuneaton and Bedworth Borough Council can make an application to complete an assignment of tenancy; this includes adding or removing a name from an existing tenancy.
- 1.2. This Policy sets out Nuneaton and Bedworth Borough Council's position regarding the rights to making an application for a mutual exchange, joint to a sole tenancy and a sole to a joint tenancy.
- 1.3. This Policy will outline the process of how the Council will deal with mutual exchanges, joint to soles and sole to joint requests. This Policy will also outline the criteria in which a tenant will be able to complete an assignment.

2. Purpose

- 2.1 The purpose of this Policy is to:
 - Ensure the assignment of council owned properties complies with legislation, statutory guidance and good practise.
 - Treat all tenants for housing fairly, whilst being sensitive to their circumstances.
 - Make best use of its housing stock; and
 - Provide a high-quality service which are clear and understandable to those who use them and help tenants understand the operation of the Tenancy Assignment Policy.

3. Scope

- 3.1 This Policy applies to tenants that hold a secure tenancy with Nuneaton and Bedworth Borough Council.

4. Responsibility

- 4.1. The Assistant Director for Social Housing & Community Safety retains overall responsibility for the implementation of this policy.
- 4.2. The operational day to day delivery of the policy is the responsibility of the Landlord Services Manager.
- 4.3. Compliance with this policy from Officers will be randomly monitored through monthly 121's and quality & assurance exercises by the Anti-Social Behaviour Team Leader and Independent Living Team Leader.
- 4.4 All staff managing cases are responsible for reading and familiarising themselves with this policy and the associated procedures.

5. Tenure Types

- 5.1. Introductory Tenancy

All new Council tenants will be offered an introductory tenancy for 12-months. This 'trial' period allows tenants to demonstrate that they can sustain a tenancy and comply with the terms of the Tenancy Agreement. Introductory tenants do not have the same rights as tenants on secure tenancies, this includes:

- Cannot apply for a Right to Buy.
- Cannot make any alterations or improvements to the property.
- Cannot make an application for a Mutual Exchange (swap).

Throughout this 12-month period, the tenancy will be monitored. The Tenancy Management Officer / Independent Living Officer will complete 3 post-tenancy visits (PTV's) throughout the tenants first year of tenancy to ensure the terms & conditions of the Tenancy Agreement are being adhered to. This includes ensuring the tenant(s) have appropriate support to manage and maintain their tenancy.

Where breaches of an introductory tenancy are identified, the Council can extend an introductory tenancy for a further 6-months; however, if the breach(es) identified are serious and Council feels it is reasonable & proportionate, a Notice of Possession Proceedings will be served, and possession proceedings will commence.

Introductory tenancies will not be used where:

- Someone is a secure tenant of the Council immediately before the offer of accommodation, or a secure or assured tenancy of a Housing Association.
- Where a secure tenancy is being assigned, including by way of a mutual exchange; or
- In exceptional circumstances, where it would not be appropriate to grant an Introductory Tenancy, the Council will grant a Secure Tenancy.

The Council offers both sole and joint tenancies to new households moving into our stock – this is subject to eligibility, and it is the household's decision whether to apply for a joint or sole tenancy.

Please refer to the Introductory Tenancy Procedure for further information.

5.2. Secure Tenancy

Once a term of an introductory tenancy has been successfully completed, the tenancy will automatically become a secure tenancy. A secure tenancy is a 'lifetime tenancy', meaning it cannot expire, and the tenant(s) keep their protection of a secure tenancy so long as they continue to live in their premises as their main & principal home.

Secure tenants have tenant security of tenure and the following statutory rights:

- Making an application for a Right to Buy (excluding Independent Living Schemes).
- Repair their home if we fail to do so.
- Make alternations and improvements to their home (with written permission from the Capital Projects Team).
- Have lodgers or sublet part of their property (with written permission).
- Apply for a Mutual Exchange with another Social Housing tenant (with written permission); or
- In some circumstances, pass on their tenancy when they pass away (refer to the Succession Policy 2024 for further information).

Secure tenants will be granted to:

- Existing secure tenants of the Council (transfers).
- A secure or assured tenant of a Social Housing landlord.
- An introductory tenant who has successfully completed their introductory period; or
- Existing secure tenants who need to move for their safety (Management Moves or Domestic Abuse)

5.3. Equitable Tenancy / Under 18's

Where an applicant is under the age of 18, they cannot legally hold their own tenancy. The Council will require another member of the minor's family or another trusted adult to hold the tenancy in trust until they have reached the age of 18 when the tenancy will pass to them.

The Council also work in partnership with Warwickshire County Council's House Project who work with young people to support them into their own accommodation and are their guarantors.

5.4. Licence Agreement

Where a tenant cannot remain in their home due to major repair works or violence, a decant to temporary accommodation will be offered whilst works are being completed or an investigation carried out. The tenant will be offered a licence agreement for the alternative accommodation for their duration in temporary accommodation.

When the temporary accommodation is no longer required, the Council will serve a Notice to Quit to end the licence agreement. The tenancy will continue whilst the tenant(s) is decanted to the temporary address.

Please refer to the Decant Policy 2024 for further information.

6. Tenancy Assignment

6.1. Assignment

An assignment is the legal way in which a tenancy can be passed from a tenant to someone else.

The Court can order an assignment of tenancy under matrimonial proceedings or civil partnership proceedings. A copy of the Court Order will be requested to evidence the assignment.

Secure tenants may have the right to assign their tenancy with the agreement of the landlord where:

- A succession of tenancy has not previously taken place.
- An assignment of the tenancy (other than because of a mutual exchange or by Court order) has not previously taken place; and
- The proposed assignee would be eligible for housing under the Allocations Policy and eligible to succeed the tenancy on the death of the tenant.

Assignments use up the right of succession and a tenancy can only be a succession or assignment. If someone was granted their tenancy as a succession, they will not be able to carry out an assignment.

Where we receive an application to assign a tenancy and upon receipt of all required information, a decision will be made within 20 working days. The Council will only withhold consent on the following grounds:

- The existing tenant succeeded to the tenancy.
- The tenancy was assigned to the existing tenant.
- Legal action is in progress to recover possession of the property; or
- The person the tenant wished to assign the tenancy to is not a person who would be entitled to succeed the tenancy, if the tenant died immediately before the assignment.

The Council will advise the tenant of the outcome in writing, where the Council provides consent, the tenant and the assignee will be invited into the office to sign the Deed of Assignment paperwork. The Council will advise the assignee of their rights & responsibilities as a secure tenant, the date the tenant was commenced and the balance of the rent account. A full sign-up check list will also be completed to ensure we have all the relevant details for the assignee and a copy of the tenancy agreement will be provided.

Unauthorised assignments are a breach of the Tenancy Agreement and legal action will be considered to remove unlawful occupiers. All costs associated with the court application will also be the tenant's liability.

6.2. Mutual Exchange

The Council encourages the use of a mutual exchange for tenants who wish to downsize, upsize, or those who wish to move to alternative accommodation. However, tenants must ensure they adhere to the Council's Allocations Policy in terms of suitability of the accommodation.

The Council subscribes to 'HomeSwapper' – this service allows tenants to access, free of charge, a national register of tenants looking to mutual exchange. From this register tenants will potentially be able to identify matches in their area of choice.

Applications for a mutual exchange can be accepted from any Social Housing tenant who has a secure, flexible or secure tenancy. The Council will not permit exchanges involving introductory, equitable, or private tenants.

The tenant is responsible to view any property considered for exchange. This is crucial because when you exchange, you are agreeing to take the property in its present condition, which may mean taking responsibility for alterations that an existing tenant has carried out. Once a tenant applies for a mutual exchange, the Council will assume that tenants have already viewed each other's properties and are satisfied with the condition of the property and want to proceed with the mutual exchange.

Once an application for a mutual exchange has been received from all parties, the Tenancy Management Officer / Independent Living Officer will:

- Review the application to ensure efficient use of the housing stock. Applications will not be accepted where the size of the accommodation exceeds the households needs as per the Allocations Policy.
- Complete a property inspection at our tenant's current property, including gas & electrical safety checks. An inspection report, including photos will be sent to the incoming tenant; and
- Ask the incoming tenant to sign an indemnity form confirming their acceptance of the new property and its current condition.

If the tenant is moving to a home owned by another Social Housing landlord, we will provide a full tenancy reference and will request one for the incoming tenant.

An exchange will only take place once written permission has been given from all landlords. If for any reason, the exchange is not approved, the reason for the refusal will be put in writing to the tenant.

The Council can only refuse to agree to an exchange on specified grounds in law that governs mutual exchanges – these are set out in either the Housing Act 1985 or Localism Act 2011.

Conditional consent can be given in cases where there are breaches of tenancy, such as rent arrears; poor property condition; damages to property; or anti-social behaviour. The mutual exchange will not proceed until the tenancy breaches have been resolved.

Where appropriate, the Council will have regard to household members that have a disability as defined by the Equality Act 2010. Properties that have been adapted for medical reasons will not be let to households that do not require the adaptations.

The Council will give or refuse consent within 42-days upon receipt of the mutual exchange application.

The original rights granted in the tenancy agreements can be lost during mutual exchange, for example – there may be different rules regarding succession rights; rent levels and assignment. All tenants are advised to read their tenancy agreements thoroughly and take their own legal advice from a Solicitor or Specialist before agreeing to an exchange.

The right to succession is personal to the individual tenant and this right transfers with the tenant when they move in a mutual exchange. For example – a tenant who is a successor under the original tenancy remains a successor following the mutual exchange, under their 'new' tenancy.

We will ensure that tenants who decide to make an application for a mutual exchange are aware of any implications to their tenancy, including:

- Any changes to their secure/assured status.
- Any difference in rules regarding succession.
- Any change in rent level between Social Rent and Affordable Rent; and
- Any gain or loss of Right to Buy.

Please refer to the Mutual Exchange Procedure for procedural guidance.

6.3. Sole Tenancies

A sole tenancy is where one member of the household is the tenant responsible for ensuring their household adheres to the terms & conditions of the Tenancy Agreement. This includes payment of rent, property condition and anti-social behaviour. Where a breach of tenancy is identified, the sole tenant is accountable, even if a member of their household or visitors responsible for the breach.

Sole to Joint Applications – It is not legally possible for a sole tenant to 'add' a joint tenant to their tenancy. The Council may agree to a surrender of an existing sole tenancy where there has been no succession and re-grant to the original tenant and a new joint tenant, but we are not obliged to do so.

Requests for a Sole to Joint will be considered on a case-by-case basis in accordance with Section 91 of the Housing Act 1985. It is essential that tenants seek their own independent legal advice if they are considering requesting a joint tenancy.

The Council will refuse applications for a Sole to Joint tenancy under the following circumstances:

- The household cannot provide proof of marriage or civil partnership, or joint residency for at least 12-months.
- The applicant is a parent, child, sibling or other family member related to the sole tenant (otherwise known as intergenerational tenancy).
- There is an outstanding action against the household for tenancy breaches.
- There are outstanding rent arrears.
- There is a history of tenancy breaches.
- The tenancy has been demoted, or Notice has been served.
- The applicant is already named on another tenancy.
- The tenancy has already been assigned to the sole tenant.
- The tenancy has been succeeded to by the sole tenant; and
- The applicant is under 18 years of age, unless it can be shown that the joint tenancy is necessary for the minor.

Where applications are accepted, a Notice to Quit (termination of tenancy) must be completed by the existing tenant and a new joint tenancy with the same level of security as the original tenancy will be granted.

Please refer to the Sole to Joint Tenancy Procedure for procedural guidance.

6.4. Joint Tenancies

A joint tenancy is where both people are responsible for ensuring their household adheres to the terms & conditions of the Tenancy Agreement. Both tenants are entitled to stay in the home until the end of the tenancy and both joint tenants will be responsible for rent, regardless of whether they live in the property or not. The Council will offer this tenancy to a maximum of 2 people and recognise applications for joint tenancies where two people are married, in a civil partnership or couples who have been cohabiting for at least 12-months.

Joint tenancies will not be offered to siblings or anyone else who may be living in the property. The Council will not grant inter-generational tenancies, for example, a parent & child, or grandparent & child. Joint tenants have equal rights and responsibilities to the tenancy.

A joint tenant can serve a Notice to Quit / Termination of Tenancy to end the joint tenancy, even without the knowledge or consent of the other joint tenant. The tenancy will come to an end and both tenants will have to move out of the property, or the Council may commence possession proceedings.

Joint to Sole Applications – When one tenant in a joint tenancy decides to no longer resident in the property, they must request for the tenancy of the property to be in the sole name of the remaining occupant.

It is not possible for a joint tenancy to be passed on by Deed of Assignment or Deed of Release except in the case where it is required by a Court Order. The change can only be made if we agree to create a new sole tenancy agreement for the remaining tenant.

A joint tenancy can be brought to an end by one of the joint tenants, acting unilaterally. There may be circumstances where one joint tenant does this with unfair consequence for the other joint tenant, for example – a relationship breakdown. In such circumstances, the Council may agree to grant the other joint tenant a new sole tenancy of property, or of another property.

A joint tenant may terminate the tenancy by serving a valid notice, which will have the effect of ending the tenancy for both. The Council can either:

- Commence possession proceedings against anyone continuing to occupy the property.
- Offer a few sole tenancies to the remaining occupier, although we are not obliged to do so; or
- Offer appropriate, alternative accommodation.

The Council may refuse requests for a sole tenancy in situations where:

- There has been a previous succession to the tenancy, or an assignment to a potential successor.
- There are outstanding rent arrears.
- There is legal action being taken against the property, including but not limited to a Notice being served; an injunction is in place; possession proceedings have commenced; or a suspended possession order is in place (this will not apply where the absent tenant was a sole cause of the breach).
- The property would become overcrowded or under occupied by one or more bedrooms (in these cases, the households need would be considered in-line with the Allocations Policy and alternative, appropriately sized property may be offered).
- The property is adapted specifically for the outgoing/absent tenant (in this case, alternative accommodation may be offered).
- The Council have previously taken enforcement action against the joint tenancy, or are known to be anti-social or engaging in criminal acts; or
- The remaining tenancy is unable to afford the rent.

Discretion to grant a sole tenancy or provide alternative accommodation will be decided by Landlord Services Manager on a case-by-case basis, in-line with the Allocations Policy.

If the application is successful, a Notice to Quit / Termination of Tenancy from the joint tenants is required to end the joint tenancy. A replacement sole tenancy will be created for the remaining tenant with the same level of security of tenure and as their current tenancy.

Domestic Abuse – Where a joint tenant or occupier is a victim of domestic abuse, the Council will offer advice and support to the tenant(s) and ensure referrals to partner agencies are made, including (if appropriate) to liaise with the Council's Domestic Abuse Co-ordinator who may considered a Multi-Agency Risk Assessment Conference (MARAC) is appropriate. Please refer to the Domestic Abuse Policy for further guidance.

Upon recommendations from Warwickshire Police, the Council will complete basic security enhancements such as new locks for doors & windows. A further referral to Warwickshire Polices' 'Design out Crime' Team will be made for additional security services.

Where a joint tenant is convicted by the Courts of a domestic abuse related offence, the Council will encourage victims to serve a Notice to Quit / Termination of Tenancy, ending the existing tenancy for both parties. During the 4-week notice period, the Council will work with the victim to determine whether the property is safe and suitable for them to remain and may:

- Issue a new sole tenancy of the property. If the perpetrator fails to vacate the property, then the Council will commence possession proceedings.
- Issue a new sole tenancy in alternative, suitable accommodation.
- Assist the victim in relocating via a referral to the Housing Solutions Team (housing options & homelessness service) if appropriate.

Relationship Breakdown – If a tenant is experiencing a relationship breakdown, they may need support to sort what happens to their home and finances when the relationship ends. The Council recommends that tenants seek their own legal advice from a Solicitor or Specialist to look at their situation and ensure they have considered their rights.

The Council will not decide or liaise with the tenants regarding who is to stay at the property and who leaves at the end of the relationship – this remains a civil matter between the joint tenants.

Some services for are free but the tenants may have to pay Solicitors charges or Court fees (tenants may be eligible for support with these costs – the .GOV website has a Legal Aid Checker that can be useful. To check eligibility, visit: [Check if you can get legal aid - GOV.UK](https://www.gov.uk/legal-aid-checker)).

If the relationship between joint tenant's end, the options may be:

- One person remains at the property.
- Both tenants leave the property and secure alternative accommodation; or
- Continue to live together, but as separate household (not as a couple).

Discussing the issues and negotiating a mutual agreement may avoid long term legal processes. Mediation and/or relationship counselling may help but if the tenants cannot agree, they may have to go to court.

It is possible for a non-tenant occupier to obtain a Court Order in family or matrimonial proceedings to have a sole tenancy transferred into their name. It is also possible for a court to order that a joint tenant be transferred into a sole name. This can be under matrimonial or family law, under the Children Act 1989. If the Court orders this, the Council will transfer the tenancy as per the order, unless the tenancy has already been bought to an end or will be bought to an end by a notice to terminate which was served before the court order.

Please refer to the Joint to Sole Tenancy Procedure for procedural guidance.

7. Appeals

- 7.1. An applicant can appeal the decision for assignment / mutual exchange / sole to joint / joint to sole – they must put their appeal in writing to the Landlord Services Manager within 10-working days from the date the decision was made and provide supporting evidence of their appeal.
- 7.2. The Landlord Services Manager will review the case in full, including the documents/evidence provided for the application; and the outcome/decision letter sent by the Tenancy Management Officer / Independent Living Officer.
- 7.3. Regardless of the appeal outcome, this will be confirmed in writing with the applicant within 20 working days of receiving the appeal request.
- 7.4. If the applicant has discussed their application with the relevant Team Leader and are still dissatisfied, the applicant should make a formal complaint, and this will be dealt with through the Council's Complaints Policy.

8. Related Documents

- 8.1. This policy refers to the following documents:

- Tenancy Agreement
- Introductory Tenancy Procedure
- Joint to Sole Procedure
- Sole to Joint Procedure
- Mutual Exchange Procedure
- Succession Procedure

9 References

- 9.1 This policy refers to:

- Housing Act 1985
- Localism Act 2011
- Equality Act 2010
- Children Act 1989
- Domestic Abuse Policy 2023
- Complaints Policy 2024
- Succession Policy 2024
- Decant Policy 2024
- Allocations Policy 2024

10. Review Date

- 10.1. This policy will be reviewed every three years or on the introduction of new legislation; regulation; or good practise.

- 10.2. Delegated authority to change; amend; and update this policy will be given to the Landlord Services Manager or Director for Social Housing & Community Safety in consultation with the Portfolio Holder.

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This document has been published by Nuneaton and Bedworth Borough Council

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