

## BELGRAVE NEIGHBOURHOOD CO-OPERATIVE HOUSING ASSOCIATION JOINT TENANCIES POLICY

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### *Aims of the joint tenancies policy*

The following are aims of the joint tenancies policy:

- To ensure that joint tenancies are created and terminated legally
- To ensure that requests for joint or sole tenancies are dealt with in a consistent manner
- To ensure that the co-op identifies abuse experienced by tenants and assists tenants when they make a request for a joint or sole tenancy

### Delegated Authority

- 1 The co-op delegates authority to its Senior Housing Lead to implement its joint tenancies policy, reporting to the Chief Executive Officer on any significant actions needed in relation to the policy.

### Scope and definitions

- 2 This policy sets out the co-op's approach regarding:
  - changing a sole tenancy into a joint tenancy
  - changing a joint tenancy into a sole tenancy
  - ending a joint tenancy
  - cases where domestic abuse is present.
- 3 A **sole tenancy** is where only one person signed the tenancy agreement; a **joint tenancy** is where two people have signed the tenancy agreement and have equal responsibility for maintaining the tenancy, including the payment of rent. Joint tenants are both entitled to live in the home and cannot legally exclude the other without a court order.

### Granting joint tenancies at sign up

- 4 Usually the co-op will grant a joint tenancy to new members where the application is made by a married couple, a cohabiting couple or a civil partnership. Usually joint tenancies would not be granted to more than

two people or to family members other than spouses or civil partners, unless exceptional circumstances apply. Both tenants would need to be present at sign up of the tenancy to grant a joint tenancy.

### Changing a sole to a joint tenancy

- 5 The co-op will usually agree to change a sole to a joint tenancy where a request is made by an existing tenant who is getting married or entering into a civil partnership or cohabiting, subject to whether the existing tenant is in rent arrears.
- 6 The co-op may not agree to change a sole tenancy to a joint tenancy if the new joint tenant has an existing negative tenancy record with the co-op (ie. they have a rent debt or some other record of tenancy breach from a former tenancy in the co-op).

### Changing a joint to a sole tenancy

- 7 The co-op can usually only transfer a tenancy from being a joint tenancy to a sole tenancy unless both parties agree and there is a formal deed of assignment. Where only one tenant wants a sole tenancy, such as in relationship breakdown, the co-op will be unable to fulfil this without a Court Order.
- 8 Usually under succession rights when a joint tenant dies, the surviving joint tenant will become the sole remaining tenant as long as they were living in the dwelling and remain living in the dwelling as their only or principal home.
- 9 Where one of two joint tenants serves a Notice to Quit to end the tenancy or there is an absent tenant, the co-op may consider granting the remaining tenant a sole tenancy where no breaches of tenancy have taken place.

### Ending a joint tenancy

- 10 A joint tenancy may be ended where:

- one joint tenant leaves and the remaining tenant wishes to remain a tenant. Under such circumstances, the co-op would not usually take steps to evict the remaining tenant
- either or both joint tenants wish to terminate the tenancy. Either tenant can end the tenancy for both tenants by serving a valid Notice to Quit, but the co-op will usually inform the other tenant if a Notice to Quit is served, unless this would put the tenant at risk in situations of domestic abuse.

## Domestic abuse

- 11 The co-op will support court orders in relation to cases of domestic abuse regarding who remains in the property.
- 12 Where a departing joint tenant would be at risk by not leaving the property, the co-op will refer the case for re-housing to the local authority through a Multi-Agency Risk Assessment Conference (MARAC) in accordance with the Domestic Violence and Abuse Policy.
- 13 The co-op will give particular consideration to whether a tenant requesting a change between a joint or sole tenancy may be being pressured to do so.

### Potential risks to be avoided

- Granting a joint tenancy to a former tenant with debt or some other negative history with the co-op
- Inadvertently getting drawn into a partnership dispute
- Not providing appropriate support to a victim of domestic violence and abuse