

# Tenancy Management Policy

|                        |                            |
|------------------------|----------------------------|
| <b>Policy Number:</b>  | NE-TenManPOL-01            |
| <b>Responsibility:</b> | Director of Neighbourhoods |
| <b>Approved by:</b>    | Executive Team             |
| <b>Approval Date:</b>  | 14/04/2023                 |
| <b>Review Date:</b>    | 14/04/2024                 |



## Tenancy Management Policy

| Summary   |
|---|
| <p>This policy explains how we update your customer records when you get in touch and tell us about any changes to your situation or circumstances.</p> <p>When you want to make changes to your tenancy or records, we will tell you if the changes has any impact on your rights before we adjust it for you. To make sure you are protected, we always recommend you get legal advice too.</p> <p>If we have any concerns about you, in that you might be asking for a tenancy change through someone applying inappropriate pressure on you, we will work with you. In such serious situations we will have to stop going ahead with the request.</p> |

### 1. Introduction

1.1 This policy covers what you need to do if:

- Your name has changed
- You would like us to change your title and / or gender on our systems
- You've had a child, or someone has moved into your home
- Someone has moved out of your home
- You want to add someone to your tenancy
- You need or want to remove someone from your tenancy, including when a joint tenant has died
- You want to assign your tenancy to someone

1.2 You can contact us:

- by telephone: 0300 323 0011
- by email [customer@moat.co.uk](mailto:customer@moat.co.uk)
- on our online portal [myMoat](#)
- on web chat [Moat | Contact us](#)
- by writing to us at: Moat, Mariner House, Galleon Boulevard, Dartford DA2 6QE

### 2. Scope

2.1 This policy applies to you if you rent a home from us, excluding shared ownership or an Assured shorthold tenancys (discounted rent). If you're not sure whether this policy applies to you, please get in touch.

### **3. Changing your name**

- 3.1 You may change your name or be known by a different name. We can change your name on your tenancy agreement, if your name has been changed legally – for example, through marriage, civil partnership, divorce or deed poll.
- 3.2 Please get in touch and we will let you know what documents we need to see so we can make the changes. We will let you know if we can't change your name on your agreement.
- 3.3 If you wish to be known by another name, we will update your records. We may, though, continue to use your legal name in some letters and legal documents.

### **4. Changing your title and / or gender**

- 4.1 If you would like to change your title and / or gender please tell us what changes you would like, and we will update your records.

### **5. If a child/adult has moved into your home**

- 5.1 If you've had a baby or adopted a child, please provide a copy of the original birth certificate/adoption certificate and we will update your records.
- 5.2 If a child is living with you temporarily, with your permission we will contact relevant agencies, to confirm the arrangement so we can update your records.
- 5.3 If an adult moves into your home, please tell us their name and their relationship to you and provide us with proof of their identity (for example, a passport or birth certificate). In most situations, we'll include them as a member of your household. If we refuse to add someone for any reason, we will tell you why and give you advice and support.
- 5.4 If the person who has moved in is your partner, but you don't feel able to tell us this because you and/or they aren't out, we understand that you might tell us that they're a friend or lodger. We encourage you to tell us they're your partner if you can. This will ensure that they can inherit your tenancy if you die, as long as the other eligibility for succession criteria are met
- 5.5 If you wish to rent out a room to a lodger, please get in touch so we can talk it through. If we can, we will give permission and update your records to show they are living with you. We won't be able to give permission if your home is overcrowded.

### **6. If a household member has moved out of your home**

- 6.1 If anyone moves out of your home, please let us know as soon as you can. We will remove their details from your records and if you are claiming benefits, let you know if there are any implications for your benefits claim.

## **7. Going from one person on the tenancy to two (joint tenant)**

- 7.1 If you are the sole tenant (the tenancy is in your name only) we cannot add someone (like a partner, spouse or civil partner) as a joint tenant.
- 7.2 However we will update your records to show them as a member of your household and, with your permission, we can talk to them about any issue relating to your home or tenancy.

## **8. Removing a joint tenant from your tenancy (going from two people on the tenancy to one).**

- 8.1 You both will have to complete a new application and agree to the change – this will need to be completed by Deed of Assignment. If we can't agree to your request, we will explain why and update you both on the steps that you can take so that we can proceed and agree with the change.
- 8.2 In situations when you and a joint tenant disagree as to who wants to keep the tenancy, for example when a relationship breaks down, the dispute should be resolved through the family law court or through divorce proceedings. This is because you both have the same rights over the tenancy.

## **9. What happens if you or a joint tenant dies**

- 9.1 Dealing with the death of a loved one is a distressing time. We will help you and let you know what the change means for the tenancy and what you should do. Please get in touch as soon as you feel able to.
- 9.2 When a tenant dies, it is possible that someone occupying the home with them will benefit from the right to succeed the tenancy. This means the person steps into the shoes of the deceased tenant. Succession can only happen once unless the tenancy agreement says otherwise.
- 9.3 If you are a joint tenant and you die, the surviving joint tenant(s) will inherit the tenancy through survivorship. If you have a sole tenancy (the tenancy is just in your name), and you did not inherit the tenancy when someone died (through either succession or survivorship), if you die your husband, wife, civil partner, or partner (of any gender) will have the right to inherit your tenancy if they were living with you when you died.
- 9.5 If there is no one living with you at the date of death qualified to succeed then the tenancy will continue in the name of your estate until it is relinquished by the persons acting on behalf of the Estate or the tenancy is ended via Notice to Quit.
- 9.6 If you are a sole tenant and you die, we will explain any succession rights to anyone living in your home at the date of death. If any occupier may have succession rights, we will ask them for evidence of their identity, their relationship to you, how long they have been living with you in our home. If your home is bigger than they need, they might not have the right to stay in the home – If this is the case, we may offer them a tenancy of a smaller home.
- 9.7 In exceptional cases, we may offer a discretionary tenancy of the property, or of another suitable property, to a member of your household or someone else who does not have

succession rights. For example, we might do this if:

- Where your home has been adapted to meet their needs or the needs of one or their household members
- They have accepted responsibility for your children and need to move into your home to care for them because their home is not big enough for your children to move in with them

9.8 If you die and we are unable to offer any remaining occupiers of your home the tenancy we will explain the situation to them and provide support to them to find alternative accommodation.

## 10. Assigning your tenancy (passing on your tenancy to someone while you're alive)

10.1 Assignment is a legal term for a transfer a tenancy while you are alive. If you have the right to assign your tenancy, to someone who lives with you, this will be explained in your tenancy agreement.

10.2 You may be able to assign your tenancy to someone who would be entitled to succeed to the tenancy if you were to die, so long as you are not a successor yourself.

10.3 A court can assign a tenancy into your name as part of divorce or separation proceedings, you will need a solicitor to help with this. (See section 8)

10.3 You can also assign your tenancy when a mutual exchange has been agreed. We will help you to do this.

## 11. Impact Assessments

11.1 An Equality Impact Assessment has been completed for this policy.

11.2 A Data Protection Assessment has been completed and agreed.

|  |
|--|
| <b>Link to Corporate Strategy</b>  |
| This policy enables us to deliver for, and with, our residents.  |
| <b>Definitions</b>   |
| <ul style="list-style-type: none"><li>• <b>'you' and 'your'</b>: Moat customers to whom this policy applies.</li><li>• <b>'we', 'our', and 'us'</b>: Moat Homes Ltd.</li><li>• <b>Joint Tenancy</b>: when two people or more are given an identical and equal trust in the property and are effectively treated as one single customer. By law there can only be a maximum of four joint tenants with a legal interest, however, our policy is to ensure that we only ever provide two joint tenants per tenancy. Joint tenants are jointly and severally liable for all the obligations of the tenancy.</li><li>• <b>Assignment</b>: a legal term for a transfer of tenancy.</li><li>• <b>Succession</b>: a legal right to inherit a tenancy when the tenant dies</li></ul> |
| <b>Linked Policies</b>   |
| <ul style="list-style-type: none"><li>• Domestic Abuse Policy</li><li>• Data Protection Policy</li></ul>   |

- Management Transfer Policy
- Mutual Exchange Policy
- Termination of Tenancy Policy
- Safeguarding Adult Policy
- Safeguarding Children policy
- Tenancy Fraud Policy

### **Legislation**

- Children's Act 1989
- Civil Partnership Act 2004
- Equality Act 2010.
- Family Law Act 1996
- Gender Recognition Act 2004
- Housing Act 1985.
- Housing Act 1988
- Law of Property Act 1925 section 34
- Matrimonial and Family Proceedings Act 1984
- Matrimonial Causes Act 1973
- Modern Slavery Act 2015
- Prevention of Social Housing Fraud 2013
- Safeguarding vulnerable groups 2005

### **Customer Engagement**

We sought our customers views when developing this policy.