

KNOWES HOUSING ASSOCIATION LTD	
Policy Name	Assignment Policy
Policy Category	Housing Management
Policy Number	HM08
Date to Housing Services Sub-Committee	11 th August 2015 (signed)
Previous Review	November 2019
Next Review Date	October 2022
Links to other Policies	Allocations
Consultation	Internal

1. AIMS & OBJECTIVES

- 1.1 This policy outlines the rights of assignment granted to Scottish Secure Tenants under the provision of the Housing (Scotland) Act 2001 and the Housing (Scotland) Act 2014. The main aim of this Policy is to clarify to tenants and applicants how this legislation is carried out in practice.
- 1.2 The Assignment of a tenancy is when a tenant elects to transfer the rights of their tenancy to a third party. This means is that a new tenancy is NOT created, but results is a change in who the primary tenant is. The “**New Tenant**” takes on all the responsibilities of the tenancy including any debts etc. if the assignee agrees to this. Section 3 highlights the eligibility criteria for assignment as not all rights transfer and not all applicants will be eligible.
- 1.3 The Association will require an assignee to sign a Scottish Secure Tenancy agreement together with an Assignment Minute, as this avoids any ambiguity over the status of the new tenancy.
- 1.4 The Assignment procedure, which is a separate document, details how an Application for Assignment will be dealt with internally by officers of the Association. Every application will be logged and its progress recorded on the Associations IT system, QL.

- 1.5 An Assignment Application will be responded to within 28 days of the Association receiving the completed application.

2. RISK MANAGEMENT

- 2.1 By having a written detailed Assignment Policy & Procedure the Association is able to ensure that a uniform and professional approach is adopted throughout the organisation and the service delivered is compliant with law, best practice and internal policy.
- 2.2 The risk of not having this Policy in place is an absence of the above, poor record keeping regarding tenancy information and a poor reputation.

3. ELIGIBILITY

- 3.1 Before a tenant can assign their home to someone else they must apply in writing to their landlord for written permission to do so and get their landlord's written consent.

3.2 Section 12(2) of the 2014 Act makes the following changes:

- the house must have been the tenant's only or principal home during the 12 months immediately before the tenant applies for written permission to pass their tenancy to someone else (previously there was no qualifying period); and
- the person the tenant wishes to pass their tenancy to must have lived at the property as their only or principal home for the 12 months before they apply (previously the qualifying period was 6 months); and
- the tenant, joint tenant or person they wish to assign their tenancy to must have notified the landlord that the person they wish to assign the tenancy to is living in the house. The 12-month period does not start until the landlord has been notified that the person is living in the property as their only or principal home and this needs to be submitted in writing.

In effect, any Scottish Secure Tenant has a right to assign their tenancy to an individual who has been resident in their home. The qualifying time that the assignee must be residing in the property is for a minimum of 12 months, (the previous qualifying period was 6 months and this has been amended by the Housing (Scotland) Act 2014). The responsibility of ensuring the 12 month qualifying period is the tenants. The tenant must have notified the Association that the applicant has been residing in the property and using it as their only principal home. The date of this notification is essential as this will determine whether the 12 month residency criteria has been met. On notification the tenant must have the consent from the Association that occupancy by other persons other than the tenant does not lead to any tenancy issues.

4. APPLICATION & AGREEMENT

- 4.1 The tenant must apply on the appropriate application form and provide full details of the person(s) they intend to assign their tenancy to.
- 4.2 If the application is accepted both assignor and assignee will be written to confirming the assignation has been agreed. The assignee will sign a new Tenancy Agreement and the Assignation Minute with the tenancy start date on the SST being that of the tenant who is signing the tenancy over.

5.0 GROUNDS FOR REFUSAL

- 5.1 The Association is required to provide written consent or refusal on an Assignation Application. Permission will only be withheld where there are reasonable grounds for doing so, such as: -

- The application fails on grounds of residency qualification as outlined at section 3.1 of this Policy;
- A Notice of Proceedings for Repossession has been served on the tenant specifying any of the “conduct” grounds set out in paragraphs 1 to 7 of Schedule 2 of the Act;
- An order for Recovery of Possession of the house has been made against the tenant under Section 16 (2) of the Act;
- The tenant does not have a clear rent account (or has other debts with the Association) with no clear arrangement in place which has been adhered to for a minimum of 3 months;
- If the Pre End of Tenancy Inspection is unsatisfactory and there would not be enough time for the tenant to carry out the necessary repairs a refusal should be issued to the tenant detailing the outstanding repairs.
- The proposed assignee owes Knowes HA a debt and has not adhered to a reasonable arrangement for 3 months;
- The proposed assignee was previously evicted for anti-social behaviour within the last 5 years (this includes eviction by other social landlords);
- The proposed assignee abandoned a local authority or housing association tenancy within the last 3 years;
- The proposed assignation will lead to substantial overcrowding or underoccupation;

- If it transpires that the tenant is receiving any payment for the assignation.

6. FALSE INFORMATION

- 6.1 Anyone applying for assignation will have to sign the application form thereby certifying that the information is correct and no false or misleading information has been given in order to get the tenancy, or relevant information withheld. Should the Association discover that an application has been falsified then the Association may commence legal action with a view to repossessing the tenancy.

7. APPEALS

- 7.1 Any tenant who feels aggrieved by their treatment under this Policy can ask for a copy of the Association's Complaints Policy which is available at the Associations office. Tenants also have a right to complain to the Public Services Ombudsman. The Complaints Policy details the way in which Tenants can complain and the timescales for responding.

8. POLICY REPORTING

- 8.1 A detailed report on the number of applications for assignation received by the Association as well as the numbers granted and those refused will be submitted on an annual basis to Housing Services Sub-Committee each year.

9. EQUALITIES COMMITMENT

- 9.1 Knowes Housing Association Ltd is committed to tackling discrimination on the grounds of sex or marital status, racial grounds, or grounds of disability, age, sexual orientation, language, social origin, or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.
- 9.2 Knowes' seek to embrace diversity, promote equal opportunities for all and eliminate any unlawful discrimination in all areas of our work.