Tenancy Changes Policy

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1. What this policy is for

1.1 This policy explains how Southway Wythenshawe Homes will manage requests that result in a change to a tenancy, including assignment, succession, survivorship and discretionary tenancies. It sets out the principles that will guide our decision making and supports the fair, lawful and effective use of our homes.

1.2 Through this policy we will:

- Manage tenancy changes fairly, consistently and lawfully.
- Prevent tenancy fraud and unlawful occupation.
- Make best use of our housing stock.
- Support sustainable communities.
- Clearly explain tenancy rights and responsibilities.
- Consider individual customer circumstances when making decisions

2. Who this policy applies to

Customer Group	Description
Existing tenants	Customers requesting or affected by a tenancy change
Household members	People living in a Southway Wythenshawe Homes home who may be affected by a tenancy change
Potential successors	People who may have legal or contractual succession rights
Applicants	People applying for a discretionary tenancy
Employees	Staff responsible for tenancy management decisions

3. Regulation and Legal Requirements

3.1 This policy supports compliance with the following regulations and legal requirements

- Housing Act 1985
- Housing Act 1988
- Housing Act 1996
- Localism Act 2011
- Family Law Act 1996
- Matrimonial Causes Act 1973
- Administration of Estates Act 1925
- Human Rights Act 1998
- Equality Act 2010
- Regulator of Social Housing Consumer Standards (Tenancy Standard)

3.2 We will ensure tenancy change decisions are lawful, proportionate and evidence based.

3.3 We will comply with the Regulator of Social Housing's Tenancy Standard and ensure tenancy arrangements support the needs of households, the sustainability of communities and the effective use of housing stock.

4. What we will do

Joint to Sole Tenancies

4.1 Southway Wythenshawe Homes recognises that household circumstances can change and may consider requests to change a joint tenancy to a sole tenancy where permitted by law and the tenancy agreement.

4.2 When considering requests to change a joint tenancy to a sole tenancy, we will take account of:

- The circumstances of the tenancy.
- Court orders and legal agreements.
- Domestic abuse and safeguarding considerations.
- The views of all parties where appropriate.
- Whether the proposed arrangement is lawful and reasonable.

4.3 Where a joint tenant has died, the tenancy will normally continue automatically in the name of the surviving joint tenant. This is known as survivorship.

4.4 Where one joint tenant wishes to leave the tenancy or cannot be contacted, Southway Wythenshawe Homes will consider the individual circumstances and determine the most appropriate tenancy arrangement in accordance with legal requirements and supporting procedures.

Sole to Joint Tenancies

4.5 Southway Wythenshawe Homes will not normally create a joint tenancy from an existing sole tenancy. Requests will be considered through a discretionary tenancy application process where there is a clear housing management reason to do so.

4.6 When considering whether to grant a new joint tenancy, we will consider:

- Length and nature of the relationship.
- Occupation of the property as their only or principal home.
- Domestic abuse and safeguarding risks.
- The needs of any children or dependants.
- Any tenancy breaches, tenancy fraud or significant tenancy debt.
- Whether granting a joint tenancy represents an effective use of housing stock.

4.7 Requests to create a new joint tenancy will be considered on an individual basis and are not an automatic right.

Assignment

4.8 Where a tenancy change is permitted by law and the tenancy agreement, we may allow assignment of a tenancy.

4.9 Where permitted under the Tenancy Agreement, a tenancy may be assigned to a potential successor. A potential successor is a person who would have a right to succeed to the tenancy if the tenant had died, as defined within the Tenancy Agreement.

4.10 Southway Wythenshawe Homes will consider applications to convert a joint tenancy to a sole tenancy through assignment to a potential successor, where this is reasonably practical.

4.11 In circumstances where one joint tenant cannot be contacted, the remaining tenant may choose to end the joint tenancy. In such cases, they may apply for a discretionary tenancy at the same property.

4.12 Tenancies can be assigned under a Court Order. This is usually by way of a property adjustment order that includes the transfer of a tenancy from one party to another following separation or divorce in connection with matrimonial proceedings.

4.13 Tenancies can also be assigned by way of Mutual Exchange (see Mutual Exchange Policy).

4.14 We may refuse an assignment where:

- There is evidence of tenancy fraud.
- The tenancy has been breached.
- There are significant rent arrears.
- There are safeguarding concerns or evidence of coercion.
- The proposed assignee is not eligible under the tenancy agreement.

Succession

4.15 We will recognise statutory and contractual succession rights where the criteria within legislation and the tenancy agreement have been met.

4.16 Applicants are expected to provide sufficient evidence to support their claim All succession applications must be supported by documentation that:

- Confirms the identity of the person claiming succession.
- Demonstrates their relationship to the deceased.
- Proves their length of residence at the time of death.
- Proof of their right to rent.

4.17 To prevent tenancy fraud, Southway Wythenshawe Homes will carry out additional checks to confirm identity and residency within the qualifying period.

4.18 We will provide advice and support to successors regarding their housing options and future housing needs.

Inheriting a Tenancy by way of a Will or Intestacy

4.19 A tenancy can be passed on via a will if the tenancy agreement explicitly allows it and if the tenant dies without leaving a Will, through Intestacy rules.

4.20 The beneficiary named in the Will, or the person entitled to inherit under the rules of intestacy where no valid Will exists, must meet the succession criteria and have occupied the property as their only or principal home with the tenant at the time of their death.

4.21 To prevent tenancy fraud Southway Wythenshawe Homes will carry out checks to confirm the validity of the Will or require Letters of Administration if there is no will and the estate is handled under intestacy rules.

Rent and Arrears

4.22 While succession applications are awaiting a decision the existing tenancy will continue to run despite the tenant's death. This is because the tenancy can't end whilst a succession claim is being processed to ensure continuity of tenancy. Rent will continue to be charged.

4.23 If succession is granted, the person who inherits the tenancy will also inherit the rent account, including any arrears accrued during this period.

4.24 If a discretionary (new) tenancy is granted, any outstanding rent or debt linked to the previous tenancy will transfer to the new tenancy agreement and repaying that amount, will be a part of the new tenancy conditions. This is unless the outstanding amount can be paid from the deceased tenant's estate.

Rightsizing and Under Occupation

4.25 Where a property exceeds the needs of the succeeding household, Southway Wythenshawe Homes may seek to offer suitable alternative accommodation.

4.26 Particular consideration will be given where:

- The property is under occupied.
- Adaptations are no longer required.
- The home is age restricted.
- The household consists solely of adults occupying a family home, including houses with gardens.

4.27 Where a move is required, Southway Wythenshawe Homes will seek to offer suitable alternative accommodation in line with procedures and provide housing options advice.

Minors – Equitable Tenancy

4.28 A person under the age of 18 can qualify to succeed to a tenancy but they cannot legally hold a tenancy. In these circumstances the tenancy is held on trust until they reach 18 by a trustee, which could be a parent or guardian.

4.29 This arrangement may be considered where a child has been left in occupation of the home following the death of a parent or carer, there is no adult with a right to succeed to the tenancy, and the child meets the relevant succession criteria. Any decision will take account of the child's best interests and safeguarding needs and, where appropriate, information or recommendations from Children's Services or another agency supporting the child.

4.30 The minor will hold an equitable interest, which is the right to occupy, and signs an Equitable Tenancy.

4.31 A trustee is responsible for managing the tenancy, including rent payments and other tenancy obligations. It is recommended that a person wanting to

be a trustee seeks their own independent legal advice, before signing an Equitable Tenancy.

4.32 Southway Wythenshawe Homes will not act as a Trustee.

Notices and Possession Claims

4.33 We recognise that the death of a tenant can be a difficult and distressing time for family members and loved ones. The death of a tenant does not automatically end a tenancy. Where a tenant dies without leaving a valid Will, or where there is no executor able to administer the estate, the tenancy will usually be held temporarily by the Public Trustee until the estate can be dealt with and any tenancy rights can be considered.

4.34 Southway Wythenshawe Homes will serve a notice to the Personal Representative of the deceased, register the notice with the Public Trustee, and then apply for possession if the tenancy has not been voluntarily surrendered.

4.35 Southway Wythenshawe Homes will apply to the County Court for possession of a property in the

following circumstances:

- Where individuals remaining in occupation do not qualify as successors and are not offered a discretionary tenancy.
- Where a family member has succeeded the tenancy, but the property exceeds their household needs, and reasonable offers of alternative accommodation have been declined.

4.36 In such cases, Southway Wythenshawe Homes will:

- Provide advice on housing options.
- Help to register for re-housing.
- Refer to the relevant local authority's homelessness service.
- Offer reasonable timeframe for vacating the property.

4.37 Applications for eviction will only be pursued where necessary and appropriate. Where eviction cannot be avoided, we will work with the relevant Local Authority and comply with our Duty to Refer obligations under homelessness legislation to support customers to access housing advice and assistance.

Discretionary Tenancies

4.38 Southway Wythenshawe Homes may consider granting a discretionary tenancy where a person does not have a statutory or contractual right to succeed but there are exceptional or compassionate circumstances.

4.39 A discretionary tenancy may be granted either at the applicant's current home or at an alternative property, depending on the circumstances of the case and eligibility criteria.

4.40 When considering discretionary tenancies, we will take account of:

- Length of residency.
- Dependent children.
- Pregnancy.
- Age.
- Disability.
- Physical or mental health conditions.
- Domestic abuse.
- Caring responsibilities.
- Support networks.
- The efficient use of housing stock.

4.41 Discretionary tenancies will not normally be granted where:

- There is serious tenancy misconduct.
- The person requesting to succeed is a perpetrator of ASB or Domestic Abuse
- There are significant tenancy debts.
- There is tenancy fraud.

- It would not represent an effective use of housing stock.

4.42 In instances where the person succeeding does not have a legal right to remain at the existing property and we may usually seek to offer alternative accommodation if:

- The property has been adapted, and these adaptations are not required by the person or a member of their family.
- The successor and their household will be under occupying the property by one or more bedrooms (only household members living at the premises at the time of the tenant's death will be considered)
- The property is age restricted, and the household members do not meet this age restriction.
- The applicant is unable to afford to pay the rent or any shortfall in rent caused by an under-occupation charge.
- It is not in the Southway Wythenshawe Homes's best interests to allow the applicant to remain in the existing property.

Fraudulent or Misleading Applications

4.43 Southway Wythenshawe Homes is committed to preventing tenancy fraud and ensuring that tenancy change decisions are made fairly and based on accurate information. Applications made under this policy must be truthful and supported by appropriate evidence where required.

4.44 Southway Wythenshawe Homes may undertake checks to verify information provided in support of applications, including identity, residency, household composition, relationship status and eligibility.

4.45 We may refuse an application or review a decision where:

- False or misleading information has been provided.
- Relevant information has been deliberately withheld.
- Fraudulent documents have been submitted.
- There is evidence of tenancy fraud or attempted tenancy fraud.

4.46 Where tenancy fraud is identified, Southway Wythenshawe Homes may take appropriate action in accordance with legislation, the tenancy agreement and the Tenancy Fraud Policies. This may include legal action or possession proceedings where appropriate.

Domestic Abuse and Safeguarding

4.47 Southway Wythenshawe Homes will place the safety of victims, children and other household members at the centre of tenancy change decisions and may depart from normal arrangements where necessary to reduce risk and protect those affected by domestic abuse.

4.48 Southway Wythenshawe Homes will not normally approve a tenancy change where the applicant is known to be the perpetrator of domestic abuse, serious anti-social behaviour or tenancy fraud, or where approval would create a safeguarding risk

Appeals

4.49 Where an application is refused, Southway Wythenshawe Homes will explain the reasons for the decision.

4.50 Customers may appeal decisions made under this policy. Complaints about how this policy has been applied will be handled under the Complaints Policy.

5. Equality, Diversity and Inclusion

5.1 An Equality Impact Assessment (EIA) was completed 13/8/2026. The actions from this are:

Action	Policy Change
Consider individual circumstances and care and support needs	Added consideration of age, disability, health, domestic abuse, caring responsibilities and support networks in tenancy change decisions.

Protect victims and reduce safeguarding risks	Added Domestic Abuse and Safeguarding section and commitment to prioritise the safety of victims, children and household members.

5.2 Southway Wythenshawe Homes will consider individual circumstances and make reasonable adjustments where required.

5.3 We recognise that tenancy change decisions may have a disproportionate impact on customers because of age, disability, health conditions, domestic abuse, caring responsibilities or other protected characteristics. These factors will be considered as part of the decision-making process.

6. Who is responsible

6.1 The people responsible for overseeing this policy are listed below

Officer	**Responsibility**
Executive Director Customers and Communities	Policy owner and discretionary tenancy decisions
Assistant Director	Strategic oversight
Heads of Service	Operational implementation
Housing Managers	Routine tenancy change decisions

7. Monitoring and Reporting

7.1 The Tenancy Changes policy will be reviewed by our Customer Experience Committee every three years. The Parent Board will receive an annual update on how the policy is being delivered.

7.2 We will monitor:

- Assignment applications.

- Succession applications.
- Discretionary tenancy decisions.
- Rightsizing outcomes.
- Appeals and complaints.
- Equality impacts

7.3 The next review date for this policy is shown on the cover sheet.

8. Glossary

Word	Definition
Assignment	Transfer of a tenancy from one person to another where permitted by law or tenancy agreement.
Contractual succession	An additional succession right included in a tenancy agreement when a tenant has died. A specific contractual term will allow someone to inherit the tenancy outside of statutory succession rights. This means the right to succeed is granted by the contract itself, not by housing legislation.
Discretionary Tenancy	A tenancy granted by Southway Wythenshawe Homes outside statutory rights because of exceptional or compassionate circumstances.
Equitable Tenancy	A tenancy that typically arises when a tenancy agreement does not meet all the legal requirements to be a formal legal tenancy, but the tenant still has rights due to fairness and justice. Equitable tenants may not have the full statutory protections of legal tenants (e.g. under the Housing Act 1988), but they can still have enforceable rights.
Intestacy	When a person dies without a valid will, their estate is distributed according to a legal order of inheritance, rather than their personal wishes, usually starting with a spouse or civil partner, children and other close relatives.
Potential Successor	A person who may qualify to inherit a tenancy under legislation or the tenancy agreement.
Public Trustee	A statutory office holder appointed by the Lord Chancellor,

	primarily responsible for managing estates and trusts in specific circumstances. The Public Trustee can act as executor or administrator for a deceased person's estate when there is no will or no executor is named or able to act
Rightsizing	Moving to a home more suitable for the household's needs.
Statutory Succession	Succession rights created through housing legislation.
Succession	Legal or contractual transfer of a tenancy following the death of a tenant.
Survivorship	Continuation of a joint tenancy by the surviving tenant following the death of a joint tenant.
Underoccupancy	A situation where a property has more bedrooms than the tenant and their household require under Southway Wythenshawe Homes's allocation, succession, transfer or tenancy management criteria. For example, a property may be considered underoccupied where one or more bedrooms are not required by any member of the household.