



Item B5

Key Housing

**Tenancy Rights
(assignation,
succession, sub-
letting, lodgers
and joint
tenancies) Policy**

Jan 2025

KEY HOUSING ASSOCIATION

TENANCY RIGHTS POLICY (ASSIGNATION, SUCCESSION, SUB-LETTING, LODGERS & JOINT TENANCIES)

Overall Policy Statement

A tenant must be aware of their rights and responsibilities. Tenants of Key Housing Association will have a Scottish Secure Tenancy Agreement (SST) or Short Scottish Secure Tenancy Agreement (SSST) which is a legal agreement between the association and the tenant and details the rights of the tenant and the associations duties as a landlord.

Following the signing of a tenancy agreement, the tenant must live in the home and use it as their principal dwelling. The tenant must inform the association of who is living in the home and any changes to people living there.

The Housing (Scotland) Act 2001 and the amended Housing (Scotland) Act 2014 introduced changes that support social landlords to make best use of their available housing stock, while recognising the right to succeed to a Scottish Secure Tenancy, pass the rights of a tenancy on, create a joint tenancy, sublet or invite a lodger into their property, with their landlords consent. This policy sets out how Key Housing Association manage Assignment, Succession, Sub-letting, Lodgers and Joint tenancies. It will also reflect the differences between Key-owned properties and leased properties.

Background

The association, in preparing this policy and the related procedures has given consideration to and sought compliance with the following: Scottish Social Housing Charter, as defined by The Scottish Housing Regulator – the regulatory body for housing associations.

Legal Framework:

- The Housing (Scotland) Act 2001
- The Housing (Scotland) Act 2014

At Key Housing, we are committed to:

- Providing good quality housing

- Delivering a high standard of housing service
- Engaging with our tenants on all aspects of their housing service
- Offering a range of personalised housing solutions
- Offering expertise in adapting your home to suit your needs
- Working closely with organisations which support our tenants, particularly Key and Community Lifestyles.

Assignment

Assignment is the process that takes place when the tenant transfers the rights and responsibilities of their tenancy to another person. The person proposed to assign the tenancy will take over all matters relating to the tenancy, including arrears. It is not the formation of a new tenancy, however, it is a permanent arrangement whereby the assignee has all the statutory and contractual rights and obligations of the tenancy adopted.

Tenants have a right to assign their property, but only with the written permission of the association. All applications for assignment will be considered by the association and permission to assign the tenancy would not be unreasonably withheld. Consent to assign a tenancy will only be given by the association after consideration of the circumstances of the tenant and the person proposed to assign the tenancy. In assigning the property the tenant is giving up all rights to the property. The association recognises that there are certain specific situations when assignment may be permitted to safeguard the housing needs of the individual who has an interest in the property but does not have existing tenancy rights.

It is the responsibility of the principal tenant to advise the statutory authorities, including Council Tax, Housing Benefit, Department of Works and Pensions (Universal Credit), gas, electricity and telephone suppliers, of the assignment. Tenants will have different assignment rights depending on the type of tenancy agreement they hold (SST or SSST).

Eligibility Criteria

The person who wishes to reside must be over 16 years of age. They must have completed and returned a housing application form.

If the property has a joint tenancy, agreement must be sought from the other joint tenants to transfer the tenancy.

The tenant must have been using the property as their only or principal home throughout the period of 12 months ending with the date of the assignment request. The person that wishes to assign their tenancy must have lived at the property as their only or principal home throughout the period of 12 months ending with the date of the assignment request.

The tenant, or the person who wishes to assign the tenancy must have notified the association in writing or by email that the person who wishes to assign the tenancy is living in the property. The required 12 month period does not start until the association has been notified and permission to reside has been requested and

approved by the association. This is not a requirement in the case of children, who have reached the age of 16 and were part of the household when the property was in allocation, and it is their only and principal home.

Permission may be withheld in the following situations

- The tenant or the person who wishes to assign the tenancy has not used the property as their only or principal home for the preceding 12 month period.
- The association has not been notified in writing of the residency of the person who wishes to assign the tenancy.
- Notice of Proceedings for Possession has been served on the existing tenant specifying any of the conduct grounds set out in the Scottish Secure Tenancy.
- An order for recovery of possession of the house has been made against the tenant under section 16 (2) of the Housing Act (Scotland) 2001.
- The property has been designed or adapted for occupation by a person with additional needs and if the assignation took place there would no longer be anyone in the house with those specific needs.
- The proposed lodger is not a person whom the association would give a reasonable preference when selecting tenants under the associations allocation policy.
- The person wishing to assign the tenancy has been involved in Anti-Social Behaviour as confirmed by another agency e.g. Police Scotland
- The assignation would lead to the property becoming overcrowded or under-occupied.
- The property is unsuitable for the person who wishes to assign the tenancy's needs.
- The tenant or the person who wishes to assign the tenancy has provided false or incomplete information on the application.
- There are current outstanding arrears owed to the association.

This list is not exhaustive, and each application will be fully considered by the Tenancy Services Team before accepting or refusing the request.

Procedure

An application must be in writing and must be agreed in advance of any assignation taking place. An application must be received from the tenant and the person wishing to assign the tenancy must complete a housing application form.

The association agrees to respond within 28 days. On receipt of the application, an acknowledgement will be issued to the tenant confirming that the Tenancy Services

team will consider the application and carry out appropriate eligibility checks including a house visit to inspect the property.

The consideration of applications for permission to assign a tenancy will take into account the tenant's and the person they wish to assign their tenancy's circumstances and must satisfy the criteria in section 32 (2) of schedule 5 of the Housing (Scotland) Act 2001, as amended by the Housing (Scotland) Act 2014.

No assignation will take place until permission has been granted and the association has agreed the date of leaving of the tenant, and the date for signing the SST with the new tenant. The Association will supply a form which requests the following information – details of the assignee's name, previous address and date of leaving that address. Proof of residence at the current address for a period longer than 12 months will also be required. Where the person wishing to assign the tenancy has held a tenancy within the last 5 years, the association may request tenancy references as appropriate, with the permission of the person.

The association will not unreasonably withhold permission and, in the event that it does, reasons will be given. If the information provided is insufficient to allow a decision to be made, the request will be refused, and the tenant will be advised to re-apply with the information required.

If the tenant is not satisfied with the decision, the tenant can submit a written appeal using the associations complaints procedure, within 28 days of the decision. The Housing Services Manager will review the appeal and provide a response in writing. If the tenant is still not satisfied with the decision, the matter can be raised in the Sheriff Court.

Succession

Succession occurs when a tenant dies and an eligible person has the right by law to take over the tenancy, as set out in the tenancy agreement. Following the death of a tenant, if there is an individual who remains in the property, they may be able to inherit the tenancy and continue living there. The association recognise that following the death of a tenant is a sensitive time for the family involved and therefore any requests will be handled with care, whilst meeting our statutory and contractual obligations. The succession process will transfer the rights of the tenancy over to the person who wishes to succeed the tenancy. Tenants will have different succession rights depending on the type of tenancy agreement they hold (SST or SSST).

It is the responsibility of the person who wishes to succeed the tenancy to advise the statutory authorities, including Council Tax, Housing Benefit, Department of Works and Pensions (Universal Credit), gas, electricity and telephone suppliers, of the succession. Any arrears on the previous tenants account will be transferred to the succeeding tenant.

Eligibility Criteria

The person who wishes to reside must be over 16 years of age. They must have completed and returned a housing application form.

If the tenant who dies is part of a joint tenancy, the remaining tenant will automatically take over the tenancy.

The tenant must have been using the property as their only or principal home throughout the period of 12 months ending with the date of the death of the tenant. The person that wishes to succeed the tenancy must have lived at the property as their only or principal home throughout the period of 12 months ending with the date of the death of the tenant.

The tenant, or the person who wishes to succeed the tenancy must have notified the association in writing or by email that the person is living in the property. The required 12 month period does not start until the association has been notified and permission to reside has been requested and approved by the association. This is not a requirement in the case of children, who have reached the age of 16 and were part of the household when the property was in allocation, and it is their only and principal home. This is also not a requirement if the person wishing to succeed the tenancy is the persons spouse, civil partner, or joint tenant, as long as the property is their only and principal home.

There are 3 levels of priority for succeeding a tenancy.

- *First-* A person can succeed a tenant if they were a joint tenant, spouse, civil partner or co-habiting partner (including same-sex partners).
- *Second-* If no one has first priority, a person can succeed the tenancy if the tenant was a family member (parent, children, grandparent, grandchildren, sibling, aunt, uncle, niece, nephew, (including step relations) as long as the person wishing to succeed has lived in the property as their only and principal home for 12 months and is over 16 years old.
- *Third-* If the first 2 groups do not apply, a person can succeed the tenancy if they gave up their home to care of the tenant and has lived in the property as their only and principal home for 12 months and is over 16 years old.

If more than 1 person qualifies, they must decide themselves who should succeed. If a decision cannot be agreed, the association will decide.

Permission may be withheld in the following situations

- The tenant or the person who wishes to succeed the tenancy has not used the property as their only or principal home for the preceding 12 month period (with the exception of children over the age of 16 and spouse or civil partners).
- The association has not been notified in writing of the residency of the person who wishes to succeed the tenancy (with the exception of above).
- The property has been designed or adapted for occupation by a person with additional needs and if the succession took place there would no longer be anyone in the house with those specific needs. If this is the case, the association must provide other suitable accommodation to that person.
- The proposed successor is not a person whom the association would give a reasonable preference when selecting tenants under the associations allocation policy.
- The succession would lead to the property becoming overcrowded or under-occupied. If this is the case, the association must provide other suitable accommodation to that person.
- The property is unsuitable for the person who wishes to succeed the tenancy's needs. If this is the case, the association must provide other suitable accommodation to that person.
- There have been two previous successions. On the death of the second person who succeeded the tenancy, the person remaining in the tenancy has a right to continue as a tenant for a period not exceeding 6 months, but the tenancy ceases to be a SST.

This list is not exhaustive, and each application will be fully considered by the Tenancy Services Team before accepting or refusing the request.

Procedure

An application must be in writing and must be agreed in advance of any succession taking place. The person wishing to succeed the tenancy must complete a housing application form and provide proof of identity, relation to the deceased, length of residence and where necessary, right to rent. A copy of the death certificate must also be provided.

The association agrees to respond within 28 days. On receipt of the application, an acknowledgement will be issued to the tenant confirming that the Tenancy Services team will consider the application and carry out appropriate eligibility checks including a house visit to inspect the property.

The consideration of applications for permission to succeed a tenancy will take into account the person's circumstances and must satisfy the criteria in section 32 (2) of schedule 5 of the Housing (Scotland) Act 2001, as amended by the Housing (Scotland) Act 2014.

No succession will take place until permission has been granted and the association has agreed the date for signing the SST with the new tenant. The association will supply a form which requests the following information – details of the successor's name, previous address and date of leaving that address. Proof of residence at the current address for a period longer than 12 months will also be required. Where the person wishing to succeed the tenancy has held a tenancy within the last 5 years, the association may request tenancy references as appropriate, with the permission of the person.

The association will not unreasonably withhold permission and, in the event that it does, reasons will be given.

Under the terms of the Housing (Scotland) Act 2001, as amended by the Housing (Scotland) Act 2014 and the tenancy agreement, the tenancy can only be inherited twice. Therefore, if there has been two previous successions, there will be no further right to succeed a tenancy. The exception to this is if the third succession is a surviving joint tenant.

If the tenant is not satisfied with the decision, the tenant can submit a written appeal using the associations complaints procedure, within 28 days of the decision. The Housing Services Manager will review the appeal and provide a response in

writing. If the tenant is still not satisfied with the decision, the matter can be raised in the Sheriff Court.

If a qualifying person living in the property does not wish to succeed to the tenancy, they should notify the association in writing within 4 weeks of the death of the tenant. Legally, they have 3 months from the date of death to vacate the property. They will be charged the same property rent for residence, but no SST will be created.

Subletting

The association recognises that there may be circumstances when it is necessary for a tenant to leave their property for a short period of time but would want to retain the tenancy. Sub-letting is where a tenant of the association wishes to rent part or the whole of their property to another person for a specific period, usually for no longer than 6 months. Tenants have a right to sub-let their property, if they can demonstrate good cause for having to be away from their home and only with the written permission of the association.

During the sub-let period, the legal contract between the association and the tenant still exists, there will be no legal relationship between the association and the sub-tenant. If a tenant sub-lets, they remain responsible for paying the rent and any issues caused by the sub-tenant.

The property must be sub-let as fully furnished and the sub-tenant should have use of all of the fixtures and fittings.

It is the responsibility of the principal tenant to advise the statutory authorities, including Council Tax, Housing Benefit, Department of Works and Pensions (Universal Credit), gas, electricity and telephone suppliers, of the sub-letting arrangement.

The tenant would be acting as a private landlord in this situation. A sub-let agreement should be for no longer than 6 months, the period of a SSST. However, the tenant may request to extend the sub-let and this will be considered at the discretion of the association.

In the event that the landlord has to end the tenancy the sub-tenant would be notified that legal action was being taken against the tenant. The sub-tenant would have no security of tenure in this situation and the association will have no obligation to re-house in the event that the principal tenancy is ended.

Eligibility Criteria

The person who the tenant wishes to sub-let to must be over 16 years of age.

The tenant must have been using the property as their only or principal home throughout the period of 12 months ending with the date of the sub-let request. If they were not the tenant throughout that period, the property must have been their only and principal home during those 12 months and the tenant must have notified the association that the person was living there.

The proposed sub-tenant must be approved by the association and must not have permanent accommodation elsewhere.

The rent account of the tenant must be clear before the start of the sub-letting agreement, subject to any housing benefit payments.

The tenant and sub-tenant must agree in advance to use a sub-tenancy agreement that is acceptable to the association.

Permission may be withheld in the following situations

- The tenant has not used the property as their only or principal home for the preceding 12 month period.
- Notice of Proceedings for Possession has been served on the existing tenant specifying any of the conduct grounds set out in the Scottish Secure Tenancy.
- An order for recovery of possession of the house has been made against the tenant under section 16 (2) of the Housing Act (Scotland) 2001.
- The proposed subletter is not a person whom the association would give a reasonable preference when selecting tenants under the associations allocation policy.
- The amount of rent the tenant proposes to charge is unreasonably high (more than the monthly rent charged by the association) or the proposed deposit is unreasonably high (more than one months rent charged by the association).
- The tenant or proposed sub-letter have been involved in Anti-Social Behaviour as confirmed by another agency e.g. Police Scotland.
- The sub-let would lead to the property becoming overcrowded or under-occupied.
- The association proposes to carry out work on the property or on the building of which it forms part of and the proposed work will affect the accommodation likely to be used by the sub-tenant.
- There are current outstanding arrears owed to the association.
- The proposed sub-tenant already has permanent accommodation elsewhere or does not have any housing need.
- The property has been designed or adapted for occupation by a person with additional needs, for which the sub-letter does not have and if the sub-letting took place it would impact the future use of the property.
- There is significant damage to the property, caused by the tenant or a visitor to the property.
- The property is unsuitable for the proposed sub-tenants needs.

This list is not exhaustive, and each application will be fully considered by the Tenancy Services Team before accepting or refusing the request.

Procedure

An application must be in writing from the principal tenant and must be agreed in advance of any sub-letting taking place.

The Association agrees to respond within 28 days. On receipt of the application, an acknowledgement will be issued to the tenant confirming that the Tenancy Services team will consider the application and carry out appropriate eligibility checks including a house visit to inspect the property.

The consideration of applications for permission to sub-let a tenancy will take into account the tenant's and the person they wish to sub-let their tenancy's circumstances and must satisfy the criteria in section 32 (2) of schedule 5 of the Housing (Scotland) Act 2001, as amended by the Housing (Scotland) Act 2014.

No sub-letting will take place until permission has been granted and the association has agreed the date of the sub-letting to commence. The association will supply a form which requests the following information – details of the proposed sub-tenant's name, previous address and date of leaving that address, length of proposed sub-let. Where the person wishing sub-let the tenancy has held a tenancy within the last 5 years, the association may request tenancy references as appropriate, with the permission of the person. The tenant must provide a copy of the sub-let agreement to the association.

Details would also be required of the rent which the tenant intends to charge, and any future changes to the rent. The rent charge cannot exceed the rent determined by the association and the tenant must not increase the rent if the association objects to the proposed rent.

The association will not unreasonably withhold permission and, in the event that it does, reasons will be given. If the information provided is insufficient to allow a decision to be made, the request will be refused, and the tenant will be advised to re-apply with the information required.

If the tenant is not satisfied with the decision, the tenant can submit a written appeal using the associations complaints procedure, within 28 days of the decision. The Housing Services Manager will review the appeal and provide a response in writing. If the tenant is still not satisfied with the decision, the matter can be raised in the Sheriff Court.

Lodgers

The association recognises that there may be periods of time when tenants require to take another person into their home because of personal, financial or health reasons on the part of either the tenant or the proposed lodger. A tenant may allow someone to lodge with them for a temporary period (usually one year), with the written permission of the association. A lodger would be defined as someone who would live independently within the accommodation and not be seen as forming part of a couple. A lodger has a formal financial arrangement with the tenant.

Family members are not normally considered to be lodgers, although permission from the association must still be sought before any additional family member joins the household.

There will be no legal relationship between the association and the lodger. If a tenant wishes to have a lodger, they remain responsible for paying the rent and any issues caused by the lodger.

It is the responsibility of the principal tenant to advise the statutory authorities, including Council Tax, Housing Benefit, Department of Works and Pensions (Universal Credit), gas, electricity and telephone suppliers, of the sub-letting arrangement.

The tenant and the lodger will be required to sign an agreement which states that the lodger will have no rights to the house, if the tenant leaves, or any right to succession if the tenant dies. In the event that the tenant leaves and the lodger remains in the property the association reserves the right to take court action to remove the lodger.

In the event that the landlord has to end the tenancy the lodger would be notified that legal action was being taken against the tenant. The lodger would have no security of tenure in this situation and the association will have no obligation to re-house in the event that the principal tenancy is ended.

Eligibility Criteria

The person who the tenant wishes to be a lodger must be over 16 years of age.

The tenant must have been using the property as their only or principal home throughout the period of 12 months ending with the date of the lodger request. If they were not the tenant throughout that period, the property must have been their only and principal home during those 12 months and the tenant must have notified the association that the person was living there.

The proposed lodger must be approved by the association and must not have permanent accommodation elsewhere.

The rent account of the tenant must be clear before the start of the lodging agreement, subject to any housing benefit payments.

The tenant and lodger must agree in advance to use a lodging agreement that is acceptable to the association.

Permission may be withheld in the following situations

- The tenant has not used the property as their only or principal home for the preceding 12 month period.
- Notice of Proceedings for Possession has been served on the existing tenant specifying any of the conduct grounds set out in the Scottish Secure Tenancy.
- An order for recovery of possession of the house has been made against the tenant under section 16 (2) of the Housing Act (Scotland) 2001.
- The proposed lodger is not a person whom the association would give a reasonable preference when selecting tenants under the associations allocation policy.
- The amount of rent the tenant proposes to charge is unreasonably high (more than 50% of the monthly rent charged by the association) or the proposed deposit is unreasonably high.
- The tenant or proposed lodger have been involved in Anti-Social Behaviour as confirmed by another agency e.g. Police Scotland.
- The lodger would lead to the property becoming overcrowded.
- The association proposes to carry out work on the property or on the building of which it forms part of and the proposed work will affect the accommodation likely to be used by the lodger.
- There are current outstanding arrears owed to the association.
- The proposed lodger already has permanent accommodation elsewhere or does not have any housing need.
- There is significant damage to the property, caused by the tenant or a visitor to the property.
- The property is unsuitable for the proposed lodger's needs.

This list is not exhaustive, and each application will be fully considered by the Tenancy Services Team before accepting or refusing the request.

Procedure

An application must be in writing from the principal tenant and must be agreed in advance of any lodger moving in.

The association agrees to respond within 28 days. On receipt of the application, an acknowledgement will be issued to the tenant confirming that the Tenancy Services team will consider the application and carry out appropriate eligibility checks including a house visit to inspect the property.

The consideration of applications for permission to have a lodger will take into account the tenant's and the person they wish to lodge in their tenancy's circumstances and must satisfy the criteria in section 32 (2) of schedule 5 of the Housing (Scotland) Act 2001, as amended by the Housing (Scotland) Act 2014.

No lodgers will move in until permission has been granted and the association has agreed the date of the lodging to commence. The association will supply a form which requests the following information – details of the proposed lodger's name, previous address and date of leaving that address, length of time they propose to stay. Where the person wishing move into the tenancy has held a tenancy within the last 5 years, the association may request tenancy references as appropriate, with the permission of the person. The tenant must provide a copy of the lodging agreement to the association.

Details would also be required of the rent which the tenant intends to charge, and any future changes to the rent. The rent charge cannot exceed 50% of the rent determined by the Association and the tenant must not increase the rent if the association objects to the proposed rent.

The Association will not unreasonably withhold permission and, in the event that it does, reasons will be given. If the information provided is insufficient to allow a decision to be made, the request will be refused, and the tenant will be advised to re-apply with the information required.

If the tenant is not satisfied with the decision, the tenant can submit a written appeal using the associations complaints procedure, within 28 days of the decision. The Housing Services Manager will review the appeal and provide a response in writing. If the tenant is still not satisfied with the decision, the matter can be raised in the Sheriff Court.

Joint Tenancies

A request for a joint tenancy is where the tenancy was initially agreed and signed as a sole tenancy and a change of circumstances has resulted in another individual moving into the property and the current tenant wishes to add this person to their tenancy agreement.

Eligibility Criteria

The person who the tenant wishes to be a joint tenant must be over 16 years of age.

The tenant must have been using the property as their only or principal home throughout the period of 12 months ending with the date of the joint tenancy request. The proposed joint tenant must have lived at the property as their only or principal home throughout the period of 12 months ending with the date of the joint tenancy request.

The tenant, or the proposed joint tenant must have notified the association in writing or by email that the person who wishes to be joint tenant is living in the property. The required 12 month period does not start until the association has been notified and permission to reside has been requested and approved by the association.

The 12 month period applies to anyone wanting to be a joint tenant including the tenant's spouse, civil partner or co-habiting partner.

The proposed tenant must be approved by the association and must not have permanent accommodation elsewhere.

The rent account of the tenant must be clear before the start of the joint tenancy agreement, subject to any housing benefit payments.

Permission may be withheld in the following situations

- The tenant has not used the property as their only or principal home for the preceding 12 month period.
- Notice of Proceedings for Possession has been served on the existing tenant specifying any of the conduct grounds set out in the Scottish Secure Tenancy.
- An order for recovery of possession of the house has been made against the tenant under section 16 (2) of the Housing Act (Scotland) 2001.
- The proposed joint tenant is not a person whom the association would give a reasonable preference when selecting tenants under the associations allocation policy.
- The tenant or proposed joint tenant have been involved in Anti-Social Behaviour as confirmed by another agency e.g. Police Scotland.
- The joint tenant would lead to the property becoming overcrowded.

- There are current outstanding arrears owed to the association.
- The proposed joint tenant already has permanent accommodation elsewhere or does not have any housing need.
- There is significant damage to the property, caused by the tenant or a visitor to the property.
- The property is unsuitable for the proposed joint tenant's needs.

This list is not exhaustive, and each application will be fully considered by the Tenancy Services Team before accepting or refusing the request.

Procedure

An application must be in writing from the principal tenant and proposed joint tenant. They must provide the proposed joint tenants name, current address, date of birth and relationship to principal tenant. Where the person wishing move into the tenancy has held a tenancy within the last 5 years, the association may request tenancy references as appropriate, with the permission of the person. The proposed joint tenant must also complete a housing application form.

The association agrees to respond within 28 days. On receipt of the application, an acknowledgement will be issued to the tenant confirming that the Tenancy Services team will consider the application and carry out appropriate eligibility checks including a house visit to inspect the property.

The consideration of applications for permission to have a joint tenancy will take into account the tenant's and the proposed joint tenants circumstances and must satisfy the criteria in section 32 (2) of schedule 5 of the Housing (Scotland) Act 2001, as amended by the Housing (Scotland) Act 2014.

The Association will not unreasonably withhold permission and, in the event that it does, reasons will be given. If the information provided is insufficient to allow a decision to be made, the request will be refused, and the tenant will be advised to re-apply with the information required.

If the tenant is not satisfied with the decision, the tenant can submit a written appeal using the associations complaints procedure, within 28 days of the decision. The Housing Services Manager will review the appeal and provide a response in writing. If the tenant is still not satisfied with the decision, the matter can be raised in the Sheriff Court.

When permission for a joint tenancy is granted, the tenancy does not end and a new tenancy does not begin. The tenancy continues but changes (from sole name to joint names) from an agreed date, no new tenancy agreement is required. The application

for a joint tenancy and the association's letter granting permission is appended to the original tenancy agreement. The current tenant and new joint tenant will be asked to sign a variation to the original tenancy agreement, confirming that they understand that the tenancy will change from an agreed date.

In regard to any assignation of the property, this must have been agreed in writing by both joint tenants. A succession would only follow the death of both joint tenants named on the tenancy agreement. For a sub-let or addition of a lodger to the property, there must be agreement in writing by both joint tenants.

Leased Properties

All of the above relates to tenants who reside in properties which are Key-owned. There are some Key tenants who reside in properties which are leased by Key from other Housing Associations or Private Landlords. These tenants have a Short Scottish Secure Tenancy Agreement (SSST) and therefore have different rights to those with a SST. The rights of those with a SSST are the same as those with a SST with regard to assignation, joint tenancies, sub-letting and lodgers. However, the right to assign, sub-let, create a joint tenancy and take in a lodger, is limited to the period of time that the SSST lasts. There is no right succeed a tenancy for those subject to a SSST.

Shared Tenancies

It is important to note the specific differences between joint tenancies and shared tenancies. A joint tenancy is the result of two individuals deciding to live together and take joint responsibility for a tenancy agreement and the subsequent liability of tenancy matters. A shared tenancy is the result of two or more unrelated individuals who are placed together within a property, having their own exclusive use of a bedroom and shared aspects of a property, i.e. living space and kitchen. Each occupant in this respect has their own tenancy agreement and a decision to end their tenancy does not impact anyone else living in the property. A shared tenancy is not subject to the 12 month qualifying period. If the property is shared by 3 or more unrelated individuals, the landlord is required to have a HMO (House in Multiple Occupation) licence. With respect to Key Housing Association, shared tenancies are usually within supported accommodation settings. Due to the nature of these tenancies, it would not be common practice to allow an assignation or succession to go ahead or to allow any tenant to sub-let or have a lodger. These requests would have to be assessed on a case-by-case basis and agreed with all of those within the property.

Policy Review

This policy will be reviewed on a 3 yearly basis or earlier if legislation changes.

Equal Opportunities Statement

Key Housing Association is committed to encouraging diversity and eliminating discrimination by providing equality of opportunity for all. Within Key there will be a

consistent approach in promoting equality and diversity across all areas of service delivery, including Housing, in accordance with the Equality Act 2010. Tackling inequality is not something new. Key has a long-standing track record and remains committed to tackling discrimination and promoting equality and to illustrate its compliance with legislation and support the government's policy aim of promoting a culture of dignity and respect for all and eliminating discrimination. We are committed to ensuring that no tenant or housing applicant, service user or member receives less favourable treatment on the grounds of sex (including gender re-assignment), marital or civil partnership status, pregnancy or maternity, religion or belief, sexual orientation, age, disability, colour, race, nationality, or ethnic or national origins. Key seeks to ensure that the policies and procedures adopted in relation service provision (housing and support) allow people to be afforded equal opportunity in the way they are treated by Key.

Data Protection

Key Housing Association is committed to high standards of data protection and compliance with the requirements of the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Together, these regulations place a greater responsibility on us to ensure that your personal data is managed lawfully, fairly and securely. If you require more information, please request a copy of our Data Protection Policy.