

1. Background and objectives

The aim of this policy is to define Alliance Homes' commitment to consider in a fair, transparent and consistent manner, requests from tenants who wish to make a change to the terms of their tenancy or home environment; and applications for a person or persons to take over a tenancy. Where we have discretion to agree changes, we will do so taking in to account both the good management of the property and the needs of those households who are vulnerable due to age, disability or illness and households with children.

2. Policy detail

2.1. Definitions

The terms used in this policy have the following meanings:

Assignment means the transfer of the rights and obligations of a tenancy by the tenant to another person. Usually this can be done without a new agreement; where this is not the case we will achieve the same objective through a new agreement. A (Mutual) exchange, when two or more tenants exchange properties, is usually carried out by assignment.

Lodger means someone who is allowed to use part or parts of a property but does not have exclusive use of those parts. Determining whether someone is a lodger or is sub-letting will depend on the extent to which they have control over the rooms or facilities they occupy.

Sub-letting means giving exclusive use of part, or all, of a property to someone else, usually in return for a rent. Sub-letting the whole of the property means parting with exclusive possession of the whole property.

Succession means the transfer of the rights and obligations of a tenancy to another person (usually a family member) following the death of the original tenant. Succession occurs only following a death. There can only be one statutory or contractual succession. So, if there has been a previous succession (either statutory or contractual) there will be no further right of succession.

Surviving Joint Tenant means if the tenancy agreement is in joint names and one of the joint tenants dies, the tenancy will continue with the surviving joint tenant as a sole tenant. This is called the "right of survivorship" and happens automatically on the date of death.

Statutory Succession means if an assured tenancy agreement is in the name of a sole tenant and they die, then his or her spouse/civil partner (or person who has been living together with a tenant as their spouse/civil partner) succeeds to the tenancy. This is as long as immediately before the tenant's death the spouse/civil partner/partner was occupying the property as their only or principal home for at least one year. The successor will take over the existing tenancy: no new tenancy shall be issued.

Contractual Succession means circumstances where additional succession rights have been included in the tenancy agreement. If there are any, these are usually only granted to a family member (other than a spouse, civil partner or partner) who lived with the tenant in the property as their only or main home for 12 months prior to the tenant's death. For the purposes of succession, family members are usually defined as: children, grandchildren, siblings, uncle, aunt, nephew and niece, including step relations or half relations as well as persons living together as husband and wife or civil partners.

Discretionary Succession means circumstances where the person requesting to succeed to the tenancy was left in the property on the death of the tenant but has no statutory or contractual right to succeed. In these circumstances, we may use our discretion to let them stay as a tenant considering our principles and other factors pertinent to the property and individual claimants.

Advocacy Consent means a customer giving a trusted friend, relative or support agency permission to discuss tenancy issues on their behalf. In these circumstances the customer does not give permission for other people to make decisions on their behalf.

Power of Attorney means a customer legally granting permission for another person or persons to make decisions on their behalf about issues such as property, finances, health and welfare.

2.2. Principles

- 2.2.1. Where our discretion to approve is referred to in a tenancy or lease then we will give approval, unless we can demonstrate that to do so would be detrimental to the property, the neighbourhood or our ability to manage, or that the proposal is unfair or unsafe.
- 2.2.2. Where the discretion is not referred to then we will approve only where there is a positive reason for doing so and which advocates for a stable and sustainable home environment.
- 2.2.3. All our decisions will take in to account the needs of those household members who are vulnerable due to their circumstances and would benefit from the provision of dedicated facilities, equipment or adaptations.
- 2.2.4. If a resident has rent arrears and is asking for our consent to do something that will cost them money, we may refuse their request until they have a clear account.
- 2.2.5. Where the request relates to the occupation of a rented property, we will approve requests which result in under-occupation by one bedroom but no more. We will give appropriate advice about the implications in relation to benefit assessment.
- 2.2.6. Where we do not approve a request, we will explain why and advise on how this decision can be appealed.
- 2.2.7. Where we do not approve a request to succeed to a tenancy, we will offer customers advice

and assistance on finding alternative accommodation, which may include referral or reference to our support service, Citizens Advice, other housing information and advocacy charities, and the appropriate local authority homeless team.

2.3. Applications

2.3.1. Succession

We will approve requests for succession:

- in accordance with statutory and contractual rights for family members as set out in tenancy agreements
- where the circumstances for succession exist, but the legal/contractual rights do not because of a previous succession. In these situations, we may grant a discretionary succession if failure to do so would cause significant harm. We will consider the above principles and other factors as listed below when making this assessment:
 - That the would-be successor is a family member of the deceased tenant as defined under contractual succession or the appointed guardian for the deceased tenant's children.
 - The would-be successor has lived in the property as their only or main home in the 12 months prior to their death as their only home.
 - That all adult household members have the right to rent.
 - The medical needs and vulnerabilities of the applicant and the intended household members.
 - The property is not too large or too small for the remaining occupants in accordance with our Lettings Policy.
 - The rent payable is affordable to the would-be successor (either because they can directly afford the rent, or they would be entitled to sufficient Housing Benefit or Universal Credit).
 - Throughout the tenancy, the property has been kept in a clean and well-maintained condition and there were no complaints of anti-social behaviour or other breaches of tenancy against the tenant or any member of their household.
 - The applicant agrees to pay any arrears that have accrued since the tenant's death.
 - That the applicant has the right to live in another property (for example, they own another property) which is either vacant or could be vacant by the applicant taking actions (for example, seeking possession of a tenanted property).

- The property type is suitable for the would-be successor and their household to live in, for example the property may be age-restricted accommodation or contain adapted facilities.

Any grant of a new tenancy under this discretionary option will be subject to any restrictions on us through our obligations under any relevant housing allocations agreements. For discretionary offers of tenancy, we will offer the form of tenancy agreement granted to new tenants which would normally be a starter tenancy.

It is important to note that someone who is granted a tenancy under this option, will not be treated as a 'successor' as defined under section 17 of the Housing Act 1985. This means their spouse, civil partner or partner living together with them as if their spouse in the future would have a statutory right of succession.

If a succession request is refused, we will look to respond sympathetically to the applicant's situation and give them reasonable time to find themselves a new home. We will offer them support to help them in this transition.

Succession to a minor

A minor is a person aged under 18 years. If they meet the conditions for succession, they are legally entitled to succeed to a tenancy regardless of how young they are. We will always seek to find an adult to be the trustee to hold the tenancy interest until the minor reaches 18 years of age. If the deceased tenant had a will, they may have appointed someone to be a special guardian for their dependants. If not, then the executor will be the trustee automatically. If there was no will, we will speak to other adult family members or a social worker to ask one of them to act as the trustee. Where there is social services involvement, we will work with both the family and social services to try to ensure sufficient support is provided by the family. If no adult will agree to act as trustee, we will take legal advice about how to proceed.

Multiple successors

Where more than one person claims to be eligible to succeed, we will require them to resolve between themselves who will succeed the tenancy. If they are unable to:

- For assured tenants whose tenancy was granted prior to 1st April 2012, it depends on the provisions of the tenancy agreement as these determine who decides. It will usually be Alliance Homes who decides if the applicants cannot agree between them.
- For assured tenants whose tenancy was granted on or after 1st April 2012, they must apply to Court if they cannot agree.

We will not create a joint tenancy on succession.

2.3.2 Changes from joint tenancy to sole tenancy and vice versa

- We recognise that tenancies are contracts which require the consent of all parties to

amend. When considering a change to or from a joint tenancy, the consent of both parties is required. In exceptional circumstances we may consider that consent to be implied.

- Wherever possible we will make tenancy changes by assignment: where this is not possible, we may grant a new tenancy, subject to local lettings or Choice Based Lettings requirements.
- With the agreement of both parties, or in accordance with a court order, we will change joint tenancies into a sole tenancy. If arrears are outstanding, then we may make approval of the assignment subject to an arrangement to either clear the debt or accept suitable staged repayments.
- If one party to a joint tenancy gives notice – which terminates the joint tenancy – where there is a breach of tenancy, then we may decline to grant a new sole tenancy.
- Following marriage or civil partnership we will add a spouse or civil partner to an existing agreement. At our discretion we may add partners in a long-term relationship with the sole tenant. We will not add other family members to a tenancy agreement.

2.3.3 Assignment/Exchange

- We will encourage tenancy exchanges (Mutual Exchange) as a means of enabling mobility for tenants.
- We will refuse approval only where:
 - either party is in breach of a condition of tenancy or is unwilling to accept the terms of the tenancy to be assigned to them.
 - where the property requires works/repairs for which the tenant is responsible or there are demonstrable management reasons for doing so.
- We will only approve assignments of tenancies other than mutual exchanges in exceptional circumstances: however, where such an assignment will prevent homelessness: provide needed facilities or adaptations to household members, we will consider individual situations sympathetically in accordance with our principles.

2.3.4 Taking in lodgers and subletting

- We will give consent for customers to take in lodgers, subject to the tenancy being an Assured (Non-Shorthold) tenancy and that this does not cause overcrowding. To this end we will ask for details of the intended lodger and the accommodation he or she will occupy. This information will also be required so proper checks can be made to establish whether Right to Rent rules are complied with under legislation detailed in the Immigration

Act 2014. We will not consent to the granting of a sub-tenancy.

- We will not approve the sub-letting of part or the whole of a property e.g. Airbnb.

2.3.5 Pets

- We recognise the benefits that pet ownership brings to many people and we will allow tenants and leaseholders to keep pets unless there are compelling reasons otherwise (e.g. a lease or restrictive covenant prohibits pets; a dog is considered a dangerous breed, and it is uncertificated in contravention of legislation).
- Our tacit approval may be withdrawn if the owner fails to reasonably control the pet or attend to its basic welfare, and a nuisance is caused as a result. Where approval has been withdrawn, we will take proportionate enforcement action which may result in the removal of the pet and/or the withholding of consent for pets in the future.

2.3.6 Home Improvements

- We will consider requests from customers that wish to make improvements or alterations to their home. That is:
 - Remove an existing Alliance Homes fixture or fitting within the property.
 - Replace any Alliance Homes fixture or fitting with one of their own.
 - Makes changes to the existing fabric of the building.
- All requests for consent will be formally approved by Alliance Homes using transparent, fair and consistent protocols, with emphasis on safety, adherence to statutory requirements and acceptable standards of work from qualified tradespersons.

2.3.7 Advocacy Consent and Power of Attorney

- Customers may wish to give advocacy consent to a trusted friend, relative or support agency so they can discuss tenancy issues on their behalf. We will consider requests if they are in writing, indicate which parts of the tenancy their representatives have permission to discuss and for how long permission is to be granted.
- We will record and act on instructions received from a customer's representatives on presentation of a Lasting or Ordinary Power of Attorney.

3 Monitoring, consultation, and review

The Board and our regulator will receive reports on the performance against agreed targets and indicators.

In line with our involvement, staff, tenants, leaseholders, and stakeholders will be included in:

- Monitoring our performance

- Reviewing this policy, to reflect their needs and priorities

Further details about how this will be achieved are set out in separate tenant and leaseholder involvement agreements.

The Tenancy Services Manager is responsible for the implementation of this policy.

This policy will be reviewed within two years of its approval by Tenancy Services Manager and will be approved by our Executive Team.

This policy will be signed off by the Strategic Leadership Team

This policy will be published externally on the Alliance Homes website

4 Equality and diversity

This policy is subject to a periodic Equality Impact Assessment (EIA).

The purpose of such an assessment is to consider the effect of the policy regarding the recognised protected characteristics of equality and ensure that it does not unfairly impact any individual or group. The protected characteristics are age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, pregnancy and maternity or other grounds set out in our Equality and Diversity Strategy and Single Equality Scheme. Remedial action will be undertaken if a detrimental effect is identified.

The EIA also requires the policy author to consider whether the policy is likely to negatively impact on a person's Human Rights.

This policy and any other related Alliance Homes publications can be provided in other formats for those with visual, literacy or language difficulties.

5 Complaints (remove if not external)

5.3 If you would like to raise a complaint in relation to this policy, you can do this by calling us on **03000 120 120** or emailing us at **act@alliancehomes.org.uk**.

5.4 All complaints will be handled in line with the latest Alliance Homes Complaint Handling Policy.

6 Associated documents

- Lettings Policy
- Animal and Pets Policy

- Reasonable Adjustments Policy
- Alterations and Improvements Policy
- Succession procedure
- Assignments procedure
- Mutual Exchange procedure
- Changes to a Tenancy procedure
- Lodger FAQs

7 Version control and approval dates

Approval stage	Date completed
Equality Impact Assessment completed	September 2025
EIA reviewed by Equality & Diversity Manager	September 2025
SLT approval	October 2025
Next review date	31 October 2027

8 Appendices

Appendix 1 – Equality Impact Assessment

Appendix 1: Equality Impact Assessment

An Equalities Impact Assessment must be conducted alongside the review of an existing policy or the creation of a new one.

1. Name the Strategy, Policy, Procedure or Function (SPPF) being assessed and name of author.

Tenancy Consents Policy

2. Aims of the SPPF being assessed.

- *Whose need is it designed to meet?*
- *Are there any measurable elements such as time limits or age limits?*

The policy seeks to define Alliance Homes' commitment to consider in a fair, transparent and consistent manner, requests from tenants who wish to make a change to the terms of their tenancy or home environment; and applications for a person or persons to take over a tenancy. Customers can be assured that where we have discretion to agree changes, we will do so taking in to account both the good management of the property, the needs of the community and the needs of those households who are vulnerable due to age, disability or illness and households with children.

3. Who has been consulted in developing the SPPF?

- *Make reference or links to consultation/evidence documents*

Colleagues in the tenancy team. Assistant Managers and Tenancy Officers who follow and approve our procedures and the conditions of tenancy agreements.

4. Does the SPPF promote equality of opportunity?

Yes

5. Identify potential impact on each of the diversity “groups” by considering the following questions (the list is not exhaustive but an indication of the sort of questions assessors should think about):

- Might some groups find it harder to access the service?
- Do some groups have particular needs that are not well met by the current SPPF?
- What evidence do you have for your judgement (e.g. monitoring data, information from consultation/research/feedback)?
- Have staff/residents raised concerns/complaints?
- Is there local or national research to suggest there could be a problem?

Protected Characteristic	No impact	Negative	Positive	Information source/s **	Comments/evidence
Race	X				
Disability			X		Tenancy Officers and Assistant Managers can, where no statutory or contractual duty exists, use discretion to consider and approve assignments and successions taking in to account the needs of tenants or household members who are vulnerable due to disability. In so doing, a stable home environment and sustainable tenancy can be promoted which makes best use of adaptations and facilities in a particular property.
Gender	X				
Transgender	X				
Sexual orientation	X				

Religion or belief	X				
Age			X		Tenancy Officers and Assistant Managers can, where no statutory or contractual duty exists, use discretion to consider and approve assignments and successions taking in to account the needs of tenants or household members who are vulnerable due to age, either being elderly or a child. In so doing, a stable home environment and sustainable tenancy can be promoted which makes best use of adaptations and facilities in a particular property.
Marriage & Civil Partnership	X				
Pregnancy and Maternity	X				
Rural issues	X				
Social mobility	X				

Was there a negative impact identified in question 5? If yes go to question 6. if not go to question 7.

6. If “negative impact” identified in table (4) above is it?

Legal -

What is the level of impact? -

YES	NO
HIGH	LOW

If it is not legal and/or high impact – (i.e.: if you have highlighted NO to legal and HIGH to impact, then the document should be referred to Head of HR)

7. If positive impact has been identified in table 4 above, how can it be improved upon or maximised, either in this SPPF or others?

Regular training has and will continue to take place to ensure that procedures are kept to and that the needs of vulnerable household members are given all due discretionary consideration when applications for assignments and successions are received.

8. Full EIA (or if you decide full EIA is not necessary but some changes should be considered)

- Are there changes you could introduce which would make this SPPF work better for this group of people?
- Is further research or consultation required?

9. Does this proposal have any potential Human Rights implications?

If yes, please describe (if necessary, please refer to the Alliance Homes Group Human Rights Policy)

No