

Tenancy changes policy

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Version: 1.0 (published)

Last updated: November 2025

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1. Purpose

This policy sets out the types of changes a tenant can make to their tenancy, the considerations we take into account when a tenant applies to make a change, the circumstances in which we may refuse a change and how tenants can legally end their tenancies. The policy covers the following changes:

- create a joint tenancy from a sole tenancy - an existing sole tenant wants to add another person as a joint tenant
- converting to a sole tenancy from a joint tenancy - where one joint tenant wants to leave the tenancy, but the other tenant wants to remain in the same property under the current tenancy
- assignment of a tenancy to someone else - where an existing sole tenant or both joint tenants want to transfer the tenancy to another person
- ending a tenancy by the tenant

This policy does not cover mutual exchanges (which are a form of assignment) or succession, which is when a tenancy passes to someone else on the death of a tenant as these have separate policies. It also excludes leaseholders and shared owners.

2. Regulatory standards

The Regulator of Social Housing sets out its expectations of registered providers (RPs) through the regulatory standards and consumer code of practice. The tenancy standard sets out specific expectations for RPs in the offer of tenure and allocations. The [Transparency, influence and accountability standard](#) sets out expectations around information, advice and opportunities for tenants to engage in more meaningful ways on decisions that affect them.

This policy meets the regulatory expectations to:

- meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation
- shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock
- allocate homes that are designated, designed, or adapted to meet specific needs in a way that is compatible with the purpose of the housing
- deliver fair and equitable outcomes for tenants and, where relevant, prospective tenants

3. Responsibilities of landlord and tenant

3.1. Our responsibilities

- to consider requests for tenancy changes in a fair, transparent and efficient manner, meeting legislative requirements and following guidance laid out in the regulatory standards
- to be transparent and helpful to tenants to ensure they understand their responsibilities and our policy and procedure when requesting a change
- to ensure our policy enables us to meet our responsibilities as a social landlord fairly and consistently and with due regard to making best use of social homes for the benefit of the communities we serve

- to make consistent decisions within this policy, recording and having reference to any exceptions
- to support tenants in ways that accommodate their needs and any vulnerabilities in order that they may participate in and engage with our services e.g. advice, information or practical assistance

3.2. Responsibilities of tenants

- to keep us informed of any changes in occupancy of the home
- to ensure any additional needs around communication or understanding of our policy or procedures are made clear to us at the earliest opportunity in the tenancy change process
- to comply with any law, policy or procedures relevant to the change process
- to provide all necessary information requested in a timely manner

4. Definitions

A sole tenancy is where one person has legal responsibility for a tenancy.

A joint tenancy is defined as one tenancy between two or more tenants, with each tenant being jointly and individually responsible for the tenancy.

An introductory tenancy is a trial period of 12 months before you become a secure tenant. Introductory tenants have fewer rights than secure tenants, and their tenancies can be ended more easily if they break their tenancy conditions. This type of tenancy can also be extended.

A demoted tenancy is a type of tenancy created by the court when the tenant has engaged in anti social behaviour or has used the home for unlawful purposes. There is less security of tenure and rights are lost, including the right to: exchange or transfer to another home, take in a lodger, sublet, assign the tenancy or make improvements to the home.

Assignment is the transfer of all of the rights and responsibilities of a tenancy to another person. If the tenancy is assigned, the right to statutory succession is used up and there is no further right of succession or assignment. An assignment must happen before the original tenant moves out of the property and it ceases to be their principal home.

5. Policy statement

The decision to make a change to your tenancy is significant as it creates new or different legal responsibilities and, in some cases, removes the rights of individuals. We can provide general information on what this means for you but in all cases, we encourage you to seek independent legal advice on the implications for you and your family.

Considerations and refusal reasons – there are no legal rights to have a tenancy changed from joint to sole or vice versa, from sole to joint, or to be granted an assignment - the decisions are discretionary and based on the circumstances of the case. (The exception to this is where a court has ordered a transfer of property).

However, we will not unreasonably withhold permission. The type of issues we will consider which may result in a refusal include, but are not limited to.

- the relationship between the parties involved – there are some rules about who can and cannot have a tenancy assigned to them
- the right to rent of each person – tenants must be legally entitled to social housing

- whether there are rent arrears on the account - we may require these to be cleared before a tenancy change
- any history of ASB or tenancy breaches and whether this would be made worse by the change
- if someone in the household is a victim of domestic abuse and the change will reduce their risk
- if there is anyone in the household who is vulnerable, and those vulnerabilities are a compelling reason for the change or will be affected by the change
- if a previous tenancy change has already been made, for example, a succession or assignment
- if the change would result in under-occupation or overcrowding – the rights to change tenancy are attached to the person, not the property, so we may in these circumstances offer an alternative property, depending on what your tenancy agreement says
- whether the tenancy is in the introductory period, including any time extension
- whether the proposed change will create difficulties in affordability. this doesn't always mean we will refuse the change, but it is something we must consider

Sole tenancy to joint tenancy – there is no legal right to add someone to your tenancy, or to make it a joint tenancy. We'll only consider requests to make this type of change if the person you are adding is your spouse or civil partner, you can evidence they have lived with you for at least a year as their main and sole residence and they meet the conditions of the right to rent.

If a sole tenant leaves the home and a spouse or civil partner remains the tenancy will continue until it is legally ended by us or the tenant.

The reasons we'll refuse this type of change include:

- if there has been a previous succession or assignment from a joint tenancy
- the applicants are parent and child . We do not grant joint tenancies to parents and adult children together – however, the adult child may have rights to succeed the tenancy on the death of the parent (see our succession policy)
- the proposed tenant is not a spouse or civil partner
- the proposed tenant has been previously evicted from one of our homes or any other social housing landlord
- the tenant, proposed tenant or property are subject to court proceedings or notices
- the proposed tenant has a legal interest in another property
- you are proposing more than one person is added – only 1 person can be added to a sole tenancy to make it joint
- the proposed tenant cannot evidence they have been living at the property for at least 12 months. We have concerns that the sole tenant is being coerced into the tenancy change or is unable to understand the implications of the change
- the property is classed as suitable for elderly residents only (sheltered accommodation) and the person it is requested to create a joint tenancy with does not meet the necessary age criteria

In all cases, if the change is approved we will need the sole tenant to give us Notice to Quit, which is the legal way to end the tenancy. We'll then grant a new tenancy in both names.

Joint tenancy to sole tenancy – there is no legal right to a new tenancy when one tenant leaves and the remaining tenant wants to stay. (The exception to this is survivorship, which is a type of succession)

In the case of relationship breakdown we advise tenants to seek independent legal advice about their tenancy rights. In the case of a dispute, the court will need to decide who has the rights to the home, if any.

If the application is approved, we'll need one of the tenants to provide a valid Notice to Quit to end the tenancy and we will grant a new sole tenancy when this expires. If this change results in under-occupation we may require the new tenancy to be in alternative accommodation. Where the sole tenant would be left in a home that has significant adaptations that they do not require we will require the new tenancy to be in alternative accommodation.

Assignment – we will allow assignments (transfers) to another person in accordance with this policy or as part of a property transfer order made under section 24 of the Matrimonial Causes Act 1973, Part 2 Schedule 5 of the Civil Partnership Act 2004, Section 17 of the Family Proceedings Act 1984, or under condition 1 of the Schedule 1 to the Children Act 1989 or we have given our written consent for a mutual exchange.

Assignments can only be made to someone who would have had the legal right to your tenancy if you died. (see our succession policy)

A demoted tenant can only assign under family law proceedings. An introductory tenant can assign to a potential successor, or under family law proceedings.

We will only accept requests to assign to someone under the age of 18 if they have both a trustee and a guarantor. We can only grant an assignment where both tenants are available to sign for this. It is important both parties understand the rights and responsibilities they are giving / receiving and we encourage you to take independent legal advice. The person receiving the tenancy will become responsible for any arrears on the account.

We only accept an assignment using a valid deed, which must be labelled as such and signed by each party and an independent witness. It must include:

- name and address of the original tenant
- name and address of the new tenant
- words "signed as a deed"
- landlord's details

Both tenants should keep a copy of the deed to prove the assignment happened.

Reasons why we may refuse a request include for an assignment include, but are not limited to:

- there has already been a previous assignment unless there is a court order directing us to do so
- there are outstanding rent arrears or other debts owed to us or other breaches of tenancy
- the assignment would result in significant under occupation or overcrowding or the property is unsuitable

- legal proceedings of any kind have been started against the tenant or the proposed assignor or we are aware of anti-social behaviour or prior breaches of tenancy by the tenant or assignor
- there is a court order for possession of the existing tenants home or where a notice has been served
- the applicant has no recourse to public funds or no right to remain in the country
- the applicant would not qualify to join the housing register, for example, if they already hold an assured tenancy, own a property elsewhere, or they do not meet the financial criteria
- there is reason to believe that one of the parties is being pressurised into changing the tenancy
- we have reason to believe the applicant is not resident

We will refuse any assignment that does not meet the criteria set out here.

Ending a tenancy: you can only legally end your tenancy by giving the council a Notice to Quit – which is a written notice that you intend to end the tenancy. This must give at least 4 weeks notice and have the end date as a Monday. In the case of joint tenants if one tenant gives notice this will end the tenancy for both parties.

Handing back the keys to a neighbour, a friend or at any council office does **note legally end your tenancy** and leaves you liable for continued payment of rent as well as the risk of legal proceedings against you. It is our policy to inspect the home before you leave and advise you of any repairs you need to carry out before you leave. Further information on what you need to do is contained within the tenancy agreement. We'll always recharge you for any damage, repairs or cleaning not carried out, as well as the full 4 week period of notice in rent.

6. Decision making, review, impartiality and conflict of interest

Decisions about changes to tenancies will be made by employees of the council in accordance with this policy. However, our procedures will ensure all decisions are reviewed or verified by a designated senior officer.

Tenants will be asked when the process starts, whether they (or anyone who lives with them or might reasonably be expected to live with them) are an employee of the council. Where a tenant affirms that they (or a usual household member), is an employee of the council, they will be notified of the process to deal with any conflicts of interest which will involve a senior officer assessing the circumstances and ensuring that it is dealt with impartially without any reference to the relevant employee. The same principle will be applied to relatives of persons who are employed by the council.

All decisions will be made and signed off by a suitably qualified officer (usually the Service Manager). To avoid a conflict of interest our constitution does not allow for these decisions to be overturned by elected members, committees or cabinet.

7. Complaints

When notifying a tenant of any decision in relation to a tenancy change, we will make the tenant aware of:

- the tenant's right to make a complaint about the process or approach of the officers involved
- the tenant's right to seek a judicial review on any point of law; and
- the tenant's right to get independent advice and support (as appropriate)

Tenants will be informed of their right to make a complaint within 12 months of becoming aware of an issue if they think we or any council employee / representative has:

- done something wrong
- behaved unfairly or not politely
- not carried out a service to an agreed standard; or
- not responded to a request for a service within our stated timescale

Complaints should relate to conduct or timescales, rather than the substance of any decision.

We have a complaints process that is compliant with the [Housing Ombudsman Code of Practice](#) for complaints, full details can be found on our website [Comments, compliments and complaints](#)

Our complaint process allows for further escalation to the Local Government and/or the Housing Ombudsman service if the tenant remains unhappy with the outcome of a stage 2 complaint.

There is no right of appeal for the decisions made under this policy as they are discretionary. We will always discuss the reasons for our decisions and will always accept new or further information if needed.

8. Compliance, monitoring and assurance

Compliance with this policy will be monitored by periodic reviews of case records by the relevant team manager. We will provide assurance on the proper implementation of this policy through regular self-assessment, internal audit, performance management, quality assurance of compliance with procedures and our risk monitoring work.

We'll keep this policy under review and may amend or replace it from time to time, for example due to legislative or regulatory changes, but will not change the substantive rules in it more than once in every 5 years (unless required to do so by law).

Prior to finalising and adopting this policy, we consulted with tenants as to its contents via the tenant partnership board.

The policy was approved through the democratic process and adopted by the council at the meeting of the executive 6 October 2025.

9. Equality, diversity and inclusion

We're committed to promoting equality, eliminating discrimination, and advancing opportunity for all tenants, in line with the [Equality Act 2010](#) and our public sector equality duty (PSED).

We'll apply this policy fairly and consistently, ensuring no tenant is disadvantaged, directly or indirectly on the basis of any protected characteristic, including:

- age
- disability
- sex

- gender reassignment
- sexual orientation
- race (including ethnicity, colour, and nationality)
- religion or belief
- pregnancy and maternity
- marriage and civil partnership

We will apply this policy in a way that is fair and consistent to all tenants with all exceptional decisions recorded on the register of exceptional decisions.

This policy has been subject to an equalities impact assessment which determined this policy does not directly or indirectly discriminate against any person or group of people because of their race, religion/faith, gender, disability, age, sexual orientation or any other grounds which are set out in our equality and diversity policy or are a legally protected characteristic.

We'll ensure this policy and any supporting procedures do not create an unfair disadvantage for anyone, directly or indirectly through the EIA process.

We will advise tenants that equalities information will be collected to enable a better understanding of peoples' housing needs and to ensure that no one is discriminated against as a result of the way this policy has been framed, or during the administration of it. Tenants will be informed as to how such data will be used, handled, and stored.

We also recognise the impact of socioeconomic disadvantage, digital exclusion, and intersecting inequalities, and commit to taking a proportionate, trauma-informed approach wherever needed.

To ensure compliance and transparency:

- this policy has been subject to a full equality impact assessment (EIA)
- all exceptions to standard practice will be recorded on the register of exceptional decisions, with a clear rationale
- we'll monitor how this policy is applied and analyse outcomes to ensure no group is unfairly impacted in practice
- equalities data will be collected sensitively and used to tailor services, support monitoring, and improve outcomes

Staff will receive appropriate training to apply this policy in a non-discriminatory, inclusive, and culturally competent way. We will regularly review and update our approach to reflect tenant feedback, changes in legislation, and emerging best practice in housing equality.

10. Communication and accessible information

We're committed to ensuring all tenants can access, understand, and engage with housing services regardless of their language, literacy level, disability, or communication preferences.

10.1. At sign-up and ongoing engagement

All tenants are asked about communication preferences and access needs when they first sign up to a tenancy and at key points during their tenancy lifecycle. These needs are reviewed regularly and at any point the tenant wishes to update them.

10.2. Accessible formats

Where standard communication would place a tenant at a disadvantage, we'll provide information in alternative formats, including but not limited to:

- easy read
- large print
- audio
- braille
- British sign language (BSL) interpreter
- video relay services
- subtitled or translated video content

10.3. Language and interpretation

We'll offer translation or interpretation services for tenants whose first language is not English, including telephone-based and in-person interpreters where required. Translated summaries of key documents will be available in the most commonly spoken community languages in Luton.

10.4. Delegated authority and consent

Tenants may nominate a trusted person (with delegated authority) to receive correspondence or manage tenancy communications. We will confirm the nominated person's consent to receive and manage information, in line with data protection and safeguarding guidelines.

10.5. Digital exclusion and offline access

While many services are available online, we acknowledge that not all tenants have reliable internet access or digital confidence. All policies and procedures will be available in non-digital formats, and assistance will be provided to those needing help to complete digital tasks.

- **multiple channels:** information and correspondence may be provided via letter, phone, email, secure messaging, or in person, depending on tenant preference and service availability.
- **feedback and continuous improvement:** tenants are encouraged to provide feedback on the accessibility of our communications, and we regularly review our approach in line with best practice and tenant input.

11. Data protection

We'll hold all information about tenants in a secure manner in line with data protection legislation applicable to us.

We're subject to the information disclosure requirements of the [Data Protection Act 2018](#). The administration of this policy will ensure compliance with this legislation. For further information please reference our [Data Protection Policy](#).

Tenants will be advised of their right to make a complaint to the office of the information commissioner if they believe we have failed to fulfil its obligations and responsibilities as set out in the [Data Protection Act 2018](#).