



This document is available in other languages or formats.
Please contact the office for details.



Policy:	Joint Tenancy Policy
Legal Requirements:	Housing (Scotland) Act 2001 Housing (Scotland) Act 2014
Regulatory Standards:	<p>The Scottish Housing Regulator has set out Regulatory Standards for all Registered Social Landlords (RSLs) to ensure that RSLs deliver good outcomes and services for its tenants and service users through good governance and financial management.</p> <p>This policy evidences that the following Regulatory Standards are being met:</p> <p>Standard 2. The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.</p> <p>Standard 5. The RSL conducts its affairs with honesty and integrity.</p>
Notifiable Events Guidance:	In compiling this policy, consideration has been given to the Notifiable Events Guidance issued by the Scottish Housing Regulator and the impact of that guidance on the policy.
Equality and Diversity:	<p>The Association is committed to Equal Opportunities and will endeavour to ensure that all services are carried out in an undiscriminating manner in line with the Association's Equality and Diversity Policy.</p> <p>In particular, the Association will not discriminate on the grounds of age, disability, marriage and civil partnership, pregnancy and maternity, race, religion or belief, gender, gender reassignment or sexual orientation.</p>
Human Rights	<p>In compiling this policy, consideration has been given to "The Right to Adequate Housing" (Fact Sheet No. 21/Rev.1) published by the Office of the United Nations High Commissioner for Human Rights and the impact of that guidance on the policy.</p> <p>In particular, the Association is satisfied that this policy promotes the key aspects of the right to adequate housing – that it contains freedoms; entitlements; provides more than four walls and a roof; and protects against forced evictions.</p>
Complaints:	Although the Association is committed to providing high levels of service, we accept that there may be occasions where customers may not be satisfied with the service they have received. The Association values all complaints and uses this information to improve the services that it provides. The Association's Complaints Policy describes our complaints handling procedure and how to make a complaint.
General Data Protection Regulation (GDPR):	The Association will treat all customers' personal data in line with its obligations under the current data protection regulations and our Privacy Policy. Information regarding how data will be used and the basis for processing data is provided in the Association's Fair Processing Notice.
Policy Author:	Kevin Freeman
Policy Review:	In order to ensure that any change in circumstances is accommodated this policy will be subject to review every three years in the month of October.



Policy Approval:	This policy was last reviewed / approved by the Management Committee of Yoker Housing Association Limited at its meeting held on Thursday the 27th of October 2022.
-------------------------	---



Statement of Policy Aims / Principles

5 The aim of this policy is to ensure that joint tenancy applications are processed in accordance with legislation, good practice and contractual terms contained within the Scottish Secure Tenancy Agreement (SST) or Short Scottish Secure Tenancy Agreement (SSST).

Legal Requirements

10 The legal provisions that govern the application and termination of joint tenancies are contained within the Housing (Scotland) Act 2001 and the Housing (Scotland) Act 2014.

Policy Details

Applying for a Joint Tenancy

15 Any tenant of the Association is entitled to apply for a joint tenancy with one or more individuals. Before a tenant can have someone added to their tenancy agreement as a joint tenant they must apply to the Association for written consent.

20 In order for a tenant to create a joint tenancy, the following eligibility criteria must be met:

- The proposed joint tenant must have lived at the property as their only or principal home for the twelve months immediately before the tenant applies for them to become a joint tenant; and
- The tenant, any joint tenant or proposed joint tenant must have notified the Association that the person they wish to become a joint tenant with is living in the house. The twelve month period only starts from when the Association is notified that the person is living in the property.

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

30 Applications for joint tenancies will not be refused unless the Association has reasonable grounds for doing so. The legislation does not clearly define what is regarded as "reasonable grounds" for refusal. However, the following grounds are considered reasonable for refusing an application for joint tenancy:

- The property has not been the proposed joint tenant's only or principal home during the twelve months immediately before the application is received;
- The tenant, joint tenant or proposed joint tenant have failed to notify the Association that the person they wish to create the joint tenancy with is living in the property.
- A Notice of Proceedings for Possession has been served on the tenant specifying any of the 'conduct' grounds set out in paragraphs 1 to 7 of Schedule 2 of the Housing (Scotland) Act 2001;
- A Decree for recovery of possession has been granted by the court;
- The proposed joint tenant(s) has outstanding debts with the Association or another social landlord amounting to more than one month's rent and has not adhered to a reasonable repayment arrangement for a minimum of three consecutive months;
- The original tenant has outstanding debts with the Association or another social landlord amounting to more than one month's rent and has not adhered to a reasonable repayment arrangement for a minimum of three consecutive months;
- The proposed joint tenant(s) was previously evicted for anti-social behaviour within the last five years (this includes eviction by other social landlords);
- The Association has commenced legal action against the original tenant to recover the property. This includes abandonment proceedings;
- The Association has commenced legal action against the proposed joint tenant to recover the property. This includes abandonment proceedings;
- The approval of the joint tenancy application would lead to overcrowding.
- The Association believes that the tenant is to receive a payment, in return for making the application; and
- The Association proposes to carry out work to the house or the building and the proposed work would affect the accommodation that would be occupied by the proposed joint tenant.

**Policy Details (Continued)**Applying for a Joint Tenancy (Continued)

5 The Association will respond to an application for joint tenancy within one month of the application being received. All tenants and proposed tenants will be advised of the decision. Where approval is granted for the creation of a joint tenancy the original tenant and proposed joint tenant(s) will be asked to complete a new tenancy agreement.

10 Where approval is not granted for the creation of a joint tenancy, the original tenant and proposed joint tenant(s) will be advised of the decision and the reason(s) for refusal.

There is no limit to the number of occasions on which a joint tenancy can be created, nor is there any limit to the number of joint tenants in a tenancy, providing this does not lead to overcrowding.

15 Creation of a Joint Tenancy

Once an application for joint tenancy has been approved, all joint tenants will sign a new tenancy agreement and the original date of entry will be used for this purpose. All joint tenants will be mutually and severally liable for all responsibilities outlined in the tenancy agreement.

20 Where an application for joint tenancy is approved and the original tenant has a preserved right to buy, this right is not transferred to or shared with any new joint tenant.

25 Termination of a Joint Tenants Interest in the Tenancy

A joint tenant may terminate their interest in the tenancy by giving both the Association and each of the other joint tenants twenty-eight days written notice.

30 Abandoning a Joint Tenants Interest in the Tenancy

35 Where the Association has reasonable grounds for believing that a joint tenant is not occupying the tenancy and does not intend to occupy it as their home, the Association will carry out appropriate enquiries with a view to establishing the joint tenant's residency. If, following these enquiries, the Association is satisfied that the joint tenant is not occupying the property then the Association will serve an abandonment notice on the joint tenant giving them twenty-eight days to respond.

40 If at the end of the twenty-eight days notice the Association is satisfied that the joint tenant is not occupying the property and is not intending to occupy the property, the Association will serve a further abandonment notice on the joint tenant. This notice will bring the joint tenant's interest in the tenancy to an end with effect from the date specified in the notice. This date must not be earlier than eight weeks after the date of service of the final notice.

Copies of both these notices must be served on each of the other joint tenants named on the tenancy.

Appeals

45 Tenants wishing a review of the decision made to their request should write to the Association's Housing Services Department within fourteen days giving their reasons for appeal. The application will then be reviewed and a written response will be provided within five working days outlining any new decision. If the tenant is still dissatisfied then they should write to the Association's Director who will investigate all circumstances and will respond to the applicant in writing within five working days. If the tenant is still dissatisfied then the Association's complaints procedures will apply.

50 Risk Management

55 By having a written policy and procedures on joint tenancies, the Association is able to ensure that a uniform and professional approach is adopted throughout the organisation and the service delivered is compliant with law, best practice and internal policy.

Without a Joint Tenancy policy, the Association is also at risk of poor record keeping with regards to tenancy information.



Policy Reporting

A report on the number of applications for joint tenancy and the number of termination of joint tenancies will be reported to the Management Committee on an annual basis and contained within the Tenancy Management Report.

5