



## **Assignment of tenancy policy**

Valid from September 2026

## **1. Introduction**

An assignment is a transfer of an Assured or Assured Shorthold Tenancy to a person nominated by the tenant who would also have the legal right to succeed to the tenancy.

For an assignment to be legally binding, the original tenant must have the right to assign the tenancy via a deed of assignment.

For those tenants who have an Assured Shorthold Market Rent Tenancy there is no right to assign the tenancy save for a transfer of tenancy ordered by the court.

After an assignment has taken place, all the rights and responsibilities of the tenancy are passed from the original tenant to the new tenant. Once the tenancy has been legally assigned, the original tenant relinquishes all rights and responsibility in relation to the property.

It does not apply to all the tenancy types offered by Futures Housing Group. A Court can also order an assignment to take place.

## **2. Policy Statement**

This policy sets out Futures Housing Group's (Futures) approach to dealing with applications to assign a tenancy. It covers Futures Homescape Ltd (FHL) including Market Rent, Futures Homeway Ltd (FHW) and Five Doorways (5D) properties. Futures aims to meet the needs and wishes of our tenants wherever possible. However, assignment requests must be considered alongside the organisation's ability to make best use of its housing stock and to create balanced and sustainable communities.

Several pieces of legislation including the Housing Act 1988, Housing Act 1996, Homelessness Act 2002, Localism Act 2011 and the Prevention of Social Housing Fraud Act 2013, set out the rights and responsibilities of the landlord and the tenant. These Acts have been considered when producing this policy.

The aims of this policy are to:

- Clearly define the types of assignment requests that will be considered and the criteria for their approval.

- Ensure we comply with legislation, regulation and guidance as defined by the Housing Acts and the social housing regulator.
- Ensure we act fairly in all matters relating to assignment applications.
- Ensure we can use our housing stock effectively and to the benefit of our customers.

This policy does not cover circumstances where the tenant dies, and a new tenancy is granted, or someone inherits a tenancy following a death. This is called a succession. Details of that process can be found in our Tenancy Succession Policy.

### **3. Delivering the Policy**

#### **3.1 When can an assignment occur?**

A request\* to assign a tenancy can only be made by the tenant. Where a joint tenancy exists both tenants must agree to the request. The assignment of a tenancy will only be permitted in the following circumstances:

- To remove a joint tenant from a tenancy agreement, converting the tenancy from a joint to sole tenancy;
- To allow a tenant or joint tenants to leave a property and give their tenancy to a family member who currently lives there;
- To mutually exchange properties with another tenant;
- As instructed by a Court Order under the Matrimonial, Family Law or Children Acts.

In all cases such assignments may be subject to various conditions being satisfied.

With the exception of assignment by Court Order, it is important to note that an assignment can only take place with the written consent of the landlord. The landlord will be stated on the tenancy agreement.

\*A Court Order is required to assign a Market Rented Tenancy issued by FHL. There is no right to assign the tenancy under any other circumstance.

Once an assignment is completed the assignee becomes responsible for meeting all conditions set out in the tenancy agreement. This includes any historic or current issues such as paying for rechargeable repairs or other debts.

## 3.2 Types of Assignment

Futures will consider the following requests to transfer an existing tenancy, in accordance with the provisions set out in individual tenancy agreements.

Only Section 3.2.3 will apply to all tenancies including Market Rent Tenancies. All other sections do not apply to market rent.

### 3.2.1 Joint to Sole Assignment

A joint tenant may wish to remove their name from their tenancy agreement and permit the remaining tenant to become a sole tenant. This will be considered when one of the tenants confirms they do not wish to live at the property anymore. A joint tenancy will only be assigned with the written consent of both tenants.

When one joint tenant has already left the property and their whereabouts is not known the remaining tenant can apply to Court to have the other tenant's name removed from the tenancy. The Court Order once received, must be sent to Futures for the assignment process to be completed. Upon completion of a joint to sole assignment the sole tenant is responsible for all obligations set out in the tenancy agreement.

### 3.2.2 Assignment to a Qualifying Successor (Sole to Sole assignment)

A sole tenant may wish to transfer their tenancy to another person in order to move out but not leave other occupants without anywhere to live. Alternatively, they may also wish to remain at the property but relinquish their responsibilities as the tenant to someone else.

An assignment to a qualifying successor will only be considered where the proposed assignee is someone who would have a statutory or contractual right to succeed to the property in the event of the tenant's death. The proposed assignee must also have lived with the tenant for the last 12 months and the tenant must not have succeeded to the tenancy from someone else.

Tenants who have signed the Tenancy Agreement V2 2012 (or subsequent versions) are subject to further qualifying conditions. These are set out in Section 6 of this policy.

### 3.2.3 Assignment by Court Order

A court can order the assignment of a tenancy as part of divorce, separation or children related proceedings. The tenant may be instructed to complete an assignment by the following Acts:

- The Matrimonial Causes Act 1973;
- The Matrimonial & Family Proceeding Act 1984;
- The Children Act 1989 updated 2004; and
- The Civil Partnership Act 2004 updated 2010.

Alternatively, the Court may transfer the tenancy automatically by way of court order under the Family Law Act 1996.

Tenants or occupants wishing to seek an assignment via the Court system should be directed to an independent solicitor or the Citizens Advice Bureau (CAB). Futures will not provide any advice to tenants or occupiers in this regard.

### 3.2.4 Mutual Exchange

A tenant may wish to legally exchange their home with another Futures tenant or with a tenant of another Housing Association or Local Authority. This process is called a Mutual Exchange and is addressed separately in the mutual exchange procedures.

## **4. Preserved Right to Buy**

The Preserved Right to Buy is a statutory right for those tenants who transferred from the local authority as part of the large-scale voluntary transfer of housing stock from local authorities to Futures.

Futures recognises that a tenant who has a Preserved Right to Buy will not lose this right as part of any assignment request unless they cease to be a tenant of Futures by completing a Joint to Sole assignment or by assigning their property wholly to a qualifying successor. The assignee may however then gain that right.

Futures will advise all tenants who have a Preserved Right to Buy to seek independent legal advice before seeking to proceed with an assignment request.

## **5. Who is eligible to succeed**

People eligible to succeed are defined in each tenancy agreement. This is usually a spouse, partner, civil partner or family member.

A family member is defined as:

- A son / daughter
- A parent
- A grandparent
- A grandchild
- A brother / sister
- An uncle / aunt
- A nephew / niece

A son or daughter includes adopted children and step-children. It does not include foster children.

A qualifying successor for tenants subject to the Tenancy Agreement 2012 V2 (or subsequent versions) is restricted to a spouse, partner or civil partner. Futures may consider an application for an assignment to a family member at its own discretion.

Succession rights for Market Rented Tenancies only apply on the death of the tenant as per the terms and conditions of the tenancy.

## **6. Conditions for Assignment**

Permission to assign a tenancy will only be granted if all conditions set out in the tenancy agreement are met.

Tenants subject to the Tenancy Agreement V2 2012 (or subsequent versions) will only be allowed to assign if:

- The current tenancy is not the result of an assignment
- The proposed assignee meets the eligibility criteria for the property as set out in the Home Choices Policy
- The proposed assignee does not have any interest in property elsewhere e.g. a tenant, joint tenant or owner of another property

- The proposed assignee does not owe a debt to Futures
- The proposed assignee or members of their household has not been identified as perpetrating anti-social behaviour at, or in the locality of, their property in the last 2 years
- Legal proceedings have not commenced to recover possession of the property
- Legal proceedings have not commenced to secure an injunction against the tenant (s) or members of their household
- The tenancy is a tenancy that offers no right to assign
- The proposed assignee has a right to remain in the UK
- The proposed assignee can demonstrate they are able to meet the rent charge

Futures will also consider whether the assignment would lead to a worse housing situation, including statutory overcrowding. This may be a reason for refusing the assignment or, if that is not possible, a reason to engage with the tenant/proposed assignee about possible alternative accommodation.

In all cases an assignment will not be deemed valid unless the landlord has given written consent and a Licence to Assign or other appropriate legal documentation has been completed. Where the tenant attempts to transfer their tenancy to another party without seeking or receiving the consent of the landlord this will be regarded as a breach of tenancy and legal action to recover possession of the property may be commenced.

## **7. Appealing a Decision**

If a tenant wishes to appeal a decision regarding their refusal to assign their tenancy to another person, they must do so in writing to the Housing Operations Manager. The request for an appeal must contain further evidence that was not made available at the time of the original enquiry, or which may demonstrate that the conditions for an assignment have been met/reasons for refusal were incorrectly applied, otherwise an appeal will not be considered.

The appeal will be reviewed by a senior leader or member of the Group Exec, and the tenant will be notified of the outcome of their appeal in writing within 14 working days. There will be no further rights of appeal after this has been completed.

## **8. Responsibilities**

Senior managers responsible for Communities will make sure that we have an effective approach to assignment applications.

The operational managers of the Communities team are responsible for making sure that the policy is implemented and adhered to and applications that meet the defined criteria are approved and processed in a timely manner.

Officers in the Communities team are responsible for investigating and processing applications and for making recommendations to their manager about approving or declining assignment applications.

## **9. Review**

We will review of this policy every 3 years, unless there are changes in legislation that require an earlier review. We will review procedures relating to it and staff training needs at regular intervals to make sure that it continues to operate best practice and that service improvements are made and implemented.

| Assignment of Tenancy Policy Document Control |           |         |        |                                                                                                                                                                               |                         |                        |                              |
|-----------------------------------------------|-----------|---------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------------|------------------------------|
| Valid from                                    | Valid to  | Version | Status | Author                                                                                                                                                                        | Owner                   | Approval               | Description of Change        |
| July 2022                                     | May 2025  | 4       | Final  | Reviewed by DoH                                                                                                                                                               | Director of Housing     | Co-Exec                | Minor Amendments             |
| Sept 2026                                     | Sept 2027 |         | Final  | Director of Communities                                                                                                                                                       | Director of Communities | Cust Exp group 15-9-26 | 1 year extension. No changes |
| Distribution/ Confidentiality:                |           |         |        | Customers and team members                                                                                                                                                    |                         |                        |                              |
| Other relevant documents:                     |           |         |        | Tenancy Agreement<br>Succession of Tenancy policy<br>Mutual Exchange procedures<br>Complaints policy<br>Home Choices policy<br>Income policy<br>Market Rent Tenancy Agreement |                         |                        |                              |