



Assignment, Mutual Exchange, and Succession Policy

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POLICY SUMMARY

This policy explains how EPIC deals with tenancy assignment, mutual exchange and succession. It sets out when a tenancy can legally be passed to someone else, how we will make decisions, and how we will support tenants and households through the process. We will use plain English, treat people fairly, consider individual circumstances, and make decisions in line with the law, our tenancy agreements and the EPIC Connection principles of being empathetic, professional, inclusive and clear.

1 APPLICABILITY

- 1.1 This policy applies to all EPIC tenants who meet the criteria set out in relevant legislation and their tenancy agreement.

2 INTRODUCTION

- 2.1 At EPIC, we recognise that changes to a tenancy often happen at significant moments in people's lives, whether a need to move home, a change in family circumstances or a bereavement. These situations can be complex and emotional, and we are committed to supporting tenants with empathy, fairness and clear communication throughout the process.
- 2.2 This policy explains how EPIC manages tenancy assignments, mutual exchanges and succession. It sets out the legal framework, the circumstances in which these arrangements can take place, how decisions will be made, and the responsibilities of both tenants and EPIC.
- 2.3 Our approach is to balance compassion for individual circumstances with our responsibility to comply with the law, protect the integrity of tenancy agreements, make the best use of homes, and ensure fair access to social housing. Every application will be considered on its own merits, with decisions that are transparent, consistent and evidence based.

3 CONTEXT

3.1 Definitions:

- An **assignment** is a transfer of the tenancy during the life of the tenant.
- A **mutual exchange** is an assignment of a **tenant's** tenancy where the law, a court order or the tenancy agreement allows it. This means that two or more tenants can swap homes with the consent of the landlords involved.
- A **succession** means someone takes over a tenancy after the tenant **dies**, where the law or tenancy agreement allows this.

We will explain the options clearly, ask for evidence where needed, and confirm our decision in writing.

3.2 What is assignment?

Assignment is the legal process by which an existing tenant transfers all of their rights and obligations under a tenancy agreement to another person, with the result that the assignee becomes the tenant in place of the original tenant.

An assured tenancy may only be assigned where it is permitted by law or by the terms of the tenancy agreement. In most cases, assignment requires the landlord's prior written consent unless the law provides otherwise. Where the tenancy agreement states that consent is not to be unreasonably withheld, the landlord will consider each request on its individual merits and will not unreasonably withhold or delay consent.

Any assignment completed without the required legal authority or consent will be ineffective and may constitute a breach of the tenancy agreement.

In most cases a tenant cannot pass on their tenancy unless one of the following applies:

- it is part of a mutual exchange with another eligible social housing tenant;
- a court orders the transfer, for example, in family or children proceedings;
- the tenancy is assigned (succession) to someone who would qualify to succeed to it if the tenant had died; or the tenancy agreement gives another clear right to assign.

3.3 Joint tenancies

One joint tenant cannot individually assign their share of the joint tenancy to the other joint tenant, but both joint tenants can together agree to assign the whole of the tenancy to one of them, or one tenant can release their interest in the tenancy.

3.4 Succession

Succession is when a tenancy passes to another person following the death of a tenant. Whether this can happen depends on the tenancy agreement, the date the tenancy was granted and the law in force at the time.

Where there is a joint tenancy, the tenancy will normally pass automatically to the surviving joint tenant. This is known as **survivorship** and will usually count as the one permitted succession.

For sole tenancies, a person may have a legal or contractual right to succeed where they meet the relevant qualifying criteria. This may include:

- a spouse or civil partner;
- someone living with the tenant as their spouse or civil partner;
- another qualifying family member where the tenancy agreement and legislation allow; or
- another person where a contractual right exists within the tenancy agreement.

We will consider every succession request individually, taking account of the tenancy agreement, the relevant legislation and the evidence provided.

3.5 Eligibility for Succession

The rights available to a successor depend on when the tenancy was granted and the terms of the tenancy agreement.

For tenancies granted before the Localism Act 2011 changes came into effect, wider statutory succession rights may apply. This may include certain qualifying family members who have occupied the property as their only or principal home for the required qualifying period.

For tenancies granted after the Localism Act 2011 changes, EPIC only allows statutory succession to:

- a spouse;
- a civil partner; or
- a person living with the tenant as their spouse or civil partner, provided they occupied the property as their only or principal home at the date of the tenant's death, unless the tenancy agreement provides additional contractual rights.

Where there is uncertainty about eligibility, EPIC will consider each case against the relevant legislation and tenancy agreement before making a decision.

3.6 Discretionary New Tenancies

Where there is no legal or contractual right of succession, EPIC may, at its discretion, consider granting a new tenancy to a remaining occupant. This is **not** a succession, but the creation of a new tenancy.

In deciding whether to grant a new tenancy we will normally consider whether:

- we were notified of the tenant's death within three months;
- the remaining occupant has lived at the property as their only or principal home for at least 12 months and can provide evidence of this;
- they meet our eligibility criteria for housing;
- there are no significant tenancy breaches;
- any tenancy related debt has been reviewed and appropriately considered; and
- granting a new tenancy represents the best use of the property.

Where the criteria are not met, a member of the Executive Team may approve a Use and Occupation Agreement for up to six months to allow the remaining occupant reasonable time to secure alternative accommodation.

Where there is no person entitled to succeed and no discretionary tenancy is granted, EPIC will manage the tenancy in accordance with the law, including seeking possession where appropriate.

4. MUTUAL EXCHANGE

A mutual exchange occurs when two or more tenants swap homes. Consent from all landlords involved is required. If either tenancy is a joint tenancy, all joint tenants must agree to the exchange before it can go ahead. An exchange may with a tenant of a Registered Provider or Local Authority.

Mutual exchanges are effected either by assignment of the tenancies or by surrender and re-grant of each tenancy, in accordance with the relevant legal and regulatory provisions. By law, a landlord has 42 calendar days from the date the application is received to give tenants a decision.

Failure to respond within the prescribed timescale means that the tenants are entitled to go ahead without consent in accordance with Section 92(4) of the Housing Act 1985.

EPIC will provide access to a mutual-exchange service such as Homeswapper. and pay the subscription fees for individual tenants who wish to exchange. We will provide assistance to tenants who do not have access to the internet to access this service.

4.1 Refusal to Exchange

We will only refuse an application where a permitted ground for refusal applies. This may include:

- where the individual is a probationary tenant or a licensee;
- where there is a possession order in force against the tenancy; or
- where the property is a specialised or adapted home and the proposed assignee does not meet the criteria for that home.

4.2 Exchange without Consent

Exchanges that take place without consent may result in tenants being required to return to their original homes or tenancies.

5 ASSIGNMENTS FOLLOWING RELATIONSHIP BREAKDOWN

Where a relationship has broken down, EPIC will deal with any proposed tenancy transfer in line with the tenancy agreement, housing law and any relevant court order.

A joint tenancy cannot normally be changed into a sole tenancy, or one joint tenant removed from the tenancy, unless all joint tenants agree, a court order requires the transfer, or there is another clear legal basis for doing so.

The law may allow the transfer of a tenancy following relationship breakdown through a court order. This may apply to married couples, civil partners and, in some circumstances, unmarried partners or people with children.

Where the court order itself transfers the tenancy from one person to another, EPIC will update the tenancy records in accordance with the order and keep a copy with the tenancy records. In these circumstances, a separate deed of assignment may not be required. Where the court orders one party to assign the tenancy to another, the transfer will only take effect when the deed of assignment is completed.

Where both joint tenants agree that the tenancy should continue in one name only, EPIC may consider the appropriate legal route, which may include assignment, release, surrender and re-grant, or another lawful process depending on the tenancy type and the circumstances. EPIC will not treat one joint tenant as having given up their rights unless this has been properly documented.

If one joint tenant does not consent and there is no court order or other legal basis, EPIC will not remove that person from the tenancy. Tenants should be advised that a notice to quit served by one joint tenant may end the whole joint tenancy and does not simply remove that person from the tenancy. Tenants affected by relationship breakdown should be encouraged to obtain independent legal advice before taking any action.

6 STATEMENT OF INTENT

We will work with tenants and customers to manage tenancy assignments, mutual exchanges and succession in line with this policy. We will do this professionally and empathetically, taking account of individual circumstances and the best use of our homes.

We will comply with relevant statutory and regulatory timescales and obligations, and ensure tenants and customers understand the implications of tenancy assignment.

7 RESPONSIBILITIES

7.1 The Housing Manager is responsible for the following:

- Developing and implementing operational procedures to deliver the policy objectives.
- Embedding the policy through staff training, learning and development.
- Monitoring the overall effectiveness of the policy in terms of cost, quality, and time.
- Reporting on the operational effectiveness of the policy in terms of cost, quality and time.
- Ensuring adequate checks and controls are in place so this policy is applied effectively.
- Evaluating, amending, and enhancing the delivery of the policy.

We will publicise our criteria to tenants and record feedback on the policy.

8 TRAINING

The Housing Manager will ensure that relevant staff are trained in the operational requirements of this policy and any accompanying procedures.

9 MONITORING AND REVIEW

This policy will be reviewed every three years or sooner whenever there are changes to legislation, good practice, or other learning.

Clear and concise information is published about our service and the standards that can be expected.

10 LEGISLATION

- Matrimonial Causes Act
- Housing Act
- Family Law Act
- Civil Partnership Act
- Equality Act
- Localism Act
- Data Protection Act

11 EQUALITY AND DIVERSITY IMPLICATIONS

We are committed to promoting equality of opportunity for all. We oppose discrimination on any grounds, including race, religion, gender, marital status, sexual orientation, disability, age or any unjustifiable criteria. We are committed to developing a culture that values people from all sections of society and recognises the contribution everyone can make. We will ensure our approach to accessing properties takes account of people's individual needs and complies with the Equality Act 2010.

We recognise that some people experience disadvantage because of their socio-economic circumstances. We will strive to ensure that no person or group of people is treated unfairly because of their personal circumstances. EPIC will also ensure that all services and actions are delivered in line with current human rights legislation and the principles of the Human Rights Act 1998.

An Equality Impact Assessment has been completed to check that this policy does not have an adverse effect on people with protected characteristics.

12 ASSOCIATED DOCUMENTS

- Tenancy Agreement
- Allocations Policy
- Mutual Exchange Procedure
- Tenancy Management & Sustainment Policy
- Equality Diversity and Inclusion Policy

Version Control

Date of Review	Reviewer	Version Number	Changes	Date of Next Review	Approved By
September 2023	Director of Housing Management	2.0	Minor changes to wording	September 2026	Executive Team
September 2026	Director of Housing Management	3.0	Fundamental rewrite of policy to improve clarity and understanding	September 2029	Executive Team