



## Dunbritton Housing Association Limited

<b>Name of Policy</b>	<b>Joint Tenancies</b>
<b>Responsible Officer</b>	<b>Head of Housing Services</b>
<b>Date approved by Board</b>	<b>12 March 2025</b>
<b>Date of next Review</b>	<b>March 2028</b>
<b>Section</b>	<b>Housing Services</b>
<b>Reference</b>	<b>HS16</b>

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## **1. INTRODUCTION**

- 1.1 Dunbritton Housing Association is a registered social landlord established in 1992 to provide housing for social rent and services to owners through factoring.
- 1.2 We are governed by our Board, which is supported by a number of Committees. Our governance arrangements set out clearly the roles and responsibilities of our Board and Committee members and our members of staff.
- 1.3 Operational services are delivered through our office based at 1 Hatters Lane, Dumbarton G82 1AW.
- 1.4 As a landlord, Dunbritton Housing Association aims to promote the health and wellbeing of our customers by providing quality homes, located in estates that are safe, environmentally clean, and well managed.

## **2. AIMS & OBJECTIVES**

- 2.1 This document follows the legislation outlined in the Housing (Scotland) Act 2001 which provides tenants with a right to have a Joint Tenancy as well as a sole tenancy in accordance with Section 11(5) of the legislation. The Policy has also considered the changes introduced in the Housing (Scotland) Act 2014, Section 12(1).
- 2.2 This Policy document details the relevant information relating to an application for and termination of a joint tenancy. This includes the circumstances where Dunbritton Housing Association has reasonable grounds for refusing an application.
- 2.3 Once an application 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 Agreement, including any debt, which was accrued prior to the new Agreement being signed.
- 2.4 The Joint Tenancy procedure, which is a separate document, details how an Application for a Joint Tenancy will be dealt with internally by officers of the Association.

## **3. RISK MANAGEMENT**

- 3.1 By having a written detailed Policy & Procedure to deal with Joint Tenancies, the Association can ensure a uniform and professional approach is adopted

throughout the organisation and the service delivered is compliant with law, best practice and internal policy.

3.2 The risk of not having this Policy in place is an absence of the above, poor record keeping regarding tenancy information and a poor reputation.

3.3 This policy aims to meet our legal obligations as set out in the following legislation:

- Housing (Scotland) Act 2001 (as amended)
- Housing (Scotland) Act 2014
- Matrimonial Homes (Family Protection) (Scotland) Act 1981
- Equality Act 2010.

#### **4. APPLYING FOR A JOINT TENANCY**

4.1 Any tenant of Dunbritton HA is entitled to apply for a Joint Tenancy with one or more individuals. This is done by completing the Associations Joint Tenancy Application Form (**see appendix 1**). The application will not be refused unless the Association has reasonable grounds for doing so and these are outlined in Sections 5 and 6 below. Prior to agreeing to an application however, the Association should be satisfied that both existing tenant and new joint tenant(s) will use the property as their only or principal home.

4.2 A decision will be made within 28 days from receipt of the application and all tenants will be advised of this and if acceptable, asked to complete a new Tenancy Agreement.

4.3 There is no limit to the number of occasions on which a joint tenancy can be created or is there any limit to the number of joint tenants in a tenancy providing this does not lead to overcrowding.

#### **5. QUALIFYING CRITERIA**

5.1 The proposed joint tenant must have lived at the property as their only or principal home for the previous 12 months prior to submitting the application to become a joint tenant (previously there was no qualifying period);

and:

5.2 The tenant, joint tenant or proposed joint tenant must notify the landlord that the person they wish to become a joint tenant with is living in the property. The 12-month qualification period does not commence until the landlord has been notified the person is living in the property as their only or principal home. Notification can be made in a variety of ways such as email, letter and in person at the office.

5.3 The 12-month period applies to anyone wanting to be a joint tenant including the tenant's spouse, civil partner or co-habiting partner.

## 6. REASONABLE GROUNDS FOR REFUSAL

6.1 The legislation does not clearly define what is regarded as “reasonable grounds” for refusal, however the Association has detailed what would be regarded as a ground for refusing an application for a joint tenancy, albeit not exhaustive. These are as follows;

- The request does not meet the qualifying criteria as covered in section 5 of this document.
- The proposed joint tenant owes DHA (or other social landlord) a debt and has not adhered to a reasonable arrangement for 3 months;
- The proposed joint tenant was previously evicted for anti-social behaviour within the last 5 years (this includes eviction by other social landlords / LA's);
- Legal action has been started against the “new” joint tenant to recover repossession, including abandonment proceedings;
- The Association has commenced legal action against the original tenant to recover possession (this includes abandonment proceedings);
- The approval of the Joint Tenancy would lead to overcrowding.

## 7. TERMINATION OF A JOINT TENANTS INTEREST IN THE TENANCY

7.1 Section 13 of the 2001 Act states that a joint tenant may terminate his or her interest in the tenancy by giving 4 weeks written notice to **both** the Association and each of the other joint tenants. The Joint Tenancy Procedure explains how this can be done and where discretion can be applied.

## 8. ABANDONING A JOINT TENANTS INTEREST IN THE TENANCY

8.1 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 principal home, the Association will serve a notice, called “Abandonment of Joint Tenancy 1”, in the sole name of the abandoning joint tenant to all parties following the appropriate enquiries being carried out.

8.2 At the end of the 4 weeks notice period, if the Association is satisfied the joint tenant is not occupying or intending to occupy the property, the Association will serve a further notice. This will be referred to as the “Final Abandonment of Joint Tenant” and will again be in the sole name of the abandoning joint tenant which will be issued to all parties. This will bring the abandoning tenant’s interest in the tenancy to an end with effect from a date specified in the notice, being a date not earlier than 8 weeks after the date of service of the final notice. **This process should take 3 months.**

- 8.3 Both of the notices being served on the abandoning joint tenant must be copied and served on each of the other joint tenants under the tenancy.
- 8.4 Once the tenancy has been abandoned and after the appropriate timescale, the remaining joint tenants will sign a new tenancy agreement which is explained further in the procedure document.

## **9. APPEALS / COMPLAINTS**

- 9.1 Any tenant who feels aggrieved by their treatment under this Policy can ask for a copy of the Association's Complaints Policy which is available at the Associations office. Tenants also have a right to complain to the Public Services Ombudsman. The Complaints Policy details the way in which Tenants can complain and the timescales for responding.

## **10. CUSTOMER SERVICES**

- 10.1 All joint tenancy applications will be carried out in line with our Customer Service Standards.
- 10.2 Complaints in relation to service failures in our obligations for joint tenancies will be dealt with in line with our Complaint Handling Policy/procedure.

## **11. EQUALITY & DIVERSITY**

- 11.1 As a service provider and employer, we recognise the requirements of the Equality Act 2010, oppose any form of discrimination and will treat all customers, internal and external, with dignity and respect. We recognise diversity and will ensure that all our actions ensure accessibility and reduce barriers to employment and the services we provide.

## **12. LINKS TO OTHER POLICIES**

- 12.1 The following Policies relate to and should be referred to in respect of the Joint Tenancies Policy;
- Allocations Policy
  - Abandonment Policy

Appendix 1



## APPLICATION FOR JOINT TENANCY

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1. Address of Property \_\_\_\_\_

2. Full name of Current tenant \_\_\_\_\_

\_\_\_\_\_

3. Name of Proposed Joint Tenant \_\_\_\_\_

4. Proposed Tenants DOB and relationship to tenant.

DOB: \_\_\_\_\_ Relationship \_\_\_\_\_

5. How long have you lived at this address? \_\_\_\_\_

6. How many people are living at the house including yourself? \_\_\_\_\_

7. Relationship to tenant and DOB of all proposed occupants.

Name	D.O.B	Relationship to Tenant

*Continue on separate sheet if necessary*

**8. Provide all previous addresses for the proposed Joint Tenant for last 10 years**

Address	Date Moved In	Date Moved Out	Tenant/ Owner?	Landlords Name & Address
		Current		

**Declaration**

I hereby certify that the particulars in this application are true and accurate and if subsequently found to be false, will result in action which may affect my tenancy. I understand by signing this application I authorise Dunbritton Housing Association to undertake any enquiries necessary, including contact with third parties to process my application.

**I accept that I am responsible for the terms and conditions outlined in the Tenancy Agreement and the Association will pursue by any means necessary, action to enforce those obligations.**

**Signed: \_\_\_\_\_(Current Tenant)      Date: \_\_\_\_\_**

**Signed: \_\_\_\_\_(Proposed Joint Tenant) Date: \_\_\_\_\_**