



Assignment Policy

Approver	Operations Committee
Pre Board Committee Scrutiny	N/A
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Title	Assignment Policy
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Related Documents	Allocations Policy
Location of Electronic Copy	

1.0 Viewpoint Values

1.1 Viewpoint is here to help people enjoy their later years. Everything we do is about realising this vision, which is supported by the following straightforward set of values:

- Inspire with positive smiles and words;
- Say yes I can and I will;
- Celebrate age, experience and wisdom;
- Do according to our customers' wishes and ambitions;
- Treat people (everyone is a VIP) as we would a loved one;
- Work hard, have fun and laugh;
- Stay courageous, creative and ahead of the game;
- Work with those that share our values.

These promises shape us. They are a commitment to our residents, staff and suppliers. They are fundamental to every single plan, decision and project we embark on.

Ensuring that we have systems and processes in place to manage risk effectively will support us to deliver those plans, decisions and projects, in accordance with our vision and values.

2.0 Policy Statement

2.1 This policy sets out the legal framework for assignation of a tenancy. Assignation is the legal term for the process where a tenant transfers the rights and responsibilities of their tenancy to another person (known as the assignee).

3.0 Aims and Principles

3.1 The aim of the policy is to ensure compliance with the relevant legal and regulatory requirements in relation to Assignation.

4.0 Legislation/Regulation

4.1 Legislation

The relevant legislation related to assignation are:

- Matrimonial Homes (Family Protection) Act 1981
- Housing (Scotland) Act 2001
- Civil Partnership Act 2004
- Housing (Scotland) Act 2014

4.2 Scottish Social Housing Charter

The Scottish Government, through the Scottish Housing Regulator, sets the outcomes it expects social landlords to achieve for its residents. In terms of assignation, the relevant Social Housing Charter standards include:

Outcome 1: Equalities

Every tenant and other customer has their individual needs and rights recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

Outcome 2: Communication

Tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.

Outcome 9: Housing Options

People at risk of losing their homes get advice on preventing homelessness

5.0 Scope

- 5.1 This policy sets out the process where a tenant transfers the rights and responsibilities of their tenancy to another person (known as the assignee). It does not mean that a new tenancy is starting. The tenancy simply carries on unbroken in a different name. This means the assignee takes on any rent arrears or other debts incurred by the original tenant and the original tenant no longer has any responsibility for the tenancy.

6.0 Process

- 6.1 You have the right to assign your tenancy provided that the eligibility criteria are met and you have received our written consent.
- 6.2 Assignment will only be approved if the proposed assignee:
- a. is at least 16 years old; and
 - b. Can prove that the property has been their only or principal home for a minimum period of 12 months, immediately prior to the date of the application for assignment.
- 6.3 We may refuse your application for assignment if we have reasonable grounds to do so in the circumstances of the particular application. We will advise you of our decision and the reasons why we have refused permission. Such reasonable grounds may include, but are not limited to, the following;
- a. We have served a notice against you warning that we may seek eviction on any grounds 1 to 7 of Schedule 2 of the Housing (Scotland) Act 2001; or
 - b. We have obtained an order for your eviction under section 16(2) of the Housing (Scotland) Act 2001; or

- c. You have received or will receive payment in exchange for the tenancy; as per section 32(3)(c) of the Housing (Scotland) Act 2001
 - d. If the proposed assignee would not be given reasonable preference by the Association when selecting tenants in terms of its allocation policy
 - e. The proposed assignation will lead to overcrowding or under occupation of the property.
 - f. The proposed assignee does not require the specialist type of accommodation being assigned ie. Specially adapted accommodation (such as amenity or wheelchair housing) or accommodation with additional services (such as sheltered housing).
- 6.4 The 12 month qualifying period begins when the assignee and the tenant have both resided in the property for 12 months prior to the request, and that they formally notified the landlord in writing of the date they moved in, in order that the qualifying period can be accurately assessed.
- 6.5 If you wish to assign your tenancy you must make this request to us in writing. You must tell us the name and current address of the person you wish to assign to, the date on which you wish the change to happen and the amount of any payment they will make to you.
- 6.6 All tenants of the property (if a joint tenancy) and/or any person who has occupancy right under the Matrimonial Homes (Family Protection) (Scotland) Act 1981 or the Civil Partnership Act 2004 must agree in writing to the assignation.
- 6.8 The assignee must sign a written agreement, confirming that they accept the current tenancy conditions and take full responsibility for any arrears on the rent account as it stands at the time of assignation. A copy of the existing tenancy agreement will be provided.
- 6.9 If we fail to respond in writing within one month, providing that you have provided all relevant information, you may assume that our consent has been given.
- 6.10 We will ensure that all the parties involved understand the implications of the assignation and of any tenancy problems which may be transferred, for example, rent arrears.
- 6.11 It is the responsibility of the assignee to advise relevant agencies such as Council Tax and Housing Benefit as well as gas, electricity and telephone suppliers that they have taken over the tenancy.

- 6.12 In certain circumstances we may provide assistance to the proposed assignee to find suitable alternative accommodation if we refuse permission on certain grounds.
- 6.13 All information received in connection with an application for assignment is strictly confidential. We comply with the requirements of Data Protection Legislation, including the General Data Protection Regulation and Data Protection Act 2018
- 6.14 The Matrimonial Homes (Family Protection) Act 1981, section 18 provides that a spouse has the right to remain in the property where the tenant wishes to end the tenancy. The Civil Partnership Act 2004 ensures that civil partners are given the same rights as married couples. Co-Habitees of the tenant are required to apply to the court to grant them occupancy rights.
- 6.15 A compulsory assignment which can be imposed in appropriate circumstances by the courts, for example, where there is a history of domestic violence. This applies to married couples, civil partners and co-habitees.
- 6.16 The court does not require the consent of either the landlord or the principal tenant. If there is a joint tenancy, the court has the power to grant the tenancy to one party only.
- 6.17 In these circumstances, the tenancy is transferred from one spouse to another upon receipt of an appropriately certified Court Order or Orders. The new tenant takes on all the liabilities of the tenancy, apart from the existing rent arrears, which remain the responsibility of the spouse who was the original tenant.
- 6.18 Any existing Fair Rents rights will end with the assignment. The new rent will be based on our rent policy.
- 6.19 Any assignments that involve parties related / linked to Viewpoint that can be seen to be benefiting from the decision to grant assignment, will require Board approval.
- 6.20 You have the right to complain if you feel that any issue has not been dealt with properly. Our Complaints Policy and Procedure is available on request
- 6.21 You have the right to appeal against any decision made by us concerning assignment issues. The appeal must be made in writing and should be sent to the, Head of Housing who will investigate the situation and respond in writing within 14 days. This does not prejudice your right to raise a court action through the sheriff court.

7. Compliance & Support

- 7.1 It is the responsibility of all staff to familiarise themselves with the content of this policy and to ensure that they comply with the policy

and associated procedures. If advice or support is required, this is available through the Housing Team Leaders in the first instance, or Head of Housing.

8. Equality Impact Assessment (EIA)

- 8.1 Viewpoint will treat all customers with fairness and respect in line with its Diversity Strategy. Viewpoint recognises that we have an ethical and a legal duty to advance equality of opportunity and prevent discrimination on the grounds of age, sex and sexual orientation disability, race, religion or belief, gender reassignment, pregnancy and maternity, marriage and civil partnership.
- 8.2 Where any group has difficulty in understanding this process staff will assist to ensure that the policy is available in other formats, if required, and that groups are supported through the process. This policy is available in other formats, including large print, if required.

9. Privacy Impact Assessment

- 9.1 The initial screening questions of Privacy Impact Assessment have been completed and as a result of the assessment no new potential information risk has been identified.

10. Monitoring and Evaluation

- 10.1 The Head of Housing is responsible for ensuring that this Policy is put into practice by all the appropriate staff and ensuring that procedures and training are developed to support its implementation.
- 10.2 The Policy will be reviewed at least every three years unless there is an important business or legislative need to carry this out sooner.