**Joint Tenancies - Query to HCP Members / Ops Leads**

**Initial query (email 09/04/2021):**

1. Individual landlords approach to joint tenancies, where one member of the tenancy wishes to terminate their interest. This is obviously important where one party is fleeing abuse but does not want to remain jointly and severally responsible for all debts. Are RPs responding to this and amending tenancies? Or are they only ending joint tenancies where BOTH parties have indicated that is their intention. We are specifically referring this **query to Operational Leads** please if they could respond to Marta to collate responses. **ACTION**

**FEEDBACK RECEIVED**

**From: Cross Keys Homes**

Feedback on Q1 for CKH as follows:

CKH has on rare occasions allowed one party to a joint tenancy to end the tenancy for both, using the ‘monk termination [**https://www.lawteacher.net/cases/hammersmith-and-fulham-lbc-v-monk.php**](https://www.lawteacher.net/cases/hammersmith-and-fulham-lbc-v-monk.php)’. We could (and have on some occasions) then granted a new tenancy to one person. That does rely on the perpetrator being out of the picture as it would be more complicated if they were still in the property.  The arrears become former tenant arrears for the joint tenancy. We have in the first place encouraged both parties to agree to the Joint to Sole assignment and if that is not an option then seek a court order transferring the tenancy. The ‘monk’ termination would be the last resort when other options are not possible. Following Accent’s recent Ombudsman case as stated by Damien at the last meeting, we have now instructed staff to advise the victim’s advocate (IDVA/Rape counsellor, etc)  of the options available and let them provide the info to the customer (if they have 3PA)

**From: Accent Group**

Accent does not have a specific policy in this area, as we recognise it is an area where parties have legal rights and we would always encourage people to seek independent legal advice. However, on a case by case basis, where we are satisfied it is appropriate to do so, we will advise customers that termination by one party to a joint tenancy will bring a joint tenancy to an end. In many cases, we have then offered a sole tenancy to victims/survivors of domestic abuse of the same property. This would be even more likely where children are part of the survivor’s household.

**­­­----------------------------------------------------------------------------------------------------------------------------------------**

**From: Hyde Housing**

Our answer to q 1 is that if 1 party to a joint tenant chooses to terminate, we cannot stop them.  We won’t encourage them to do so but will ask that they seek their own legal advice.  We then deal with the remaining tenant as appropriate.

**From**: **Longhurst Group**

Yes, we have been doing this for years. If a victim of DA is in a joint tenancy and flees, then they are removed from the tenancy if that is what they wish to do, we do not need the other joint tenants’ consent. They would also not become liable for any debt linked to the account if DA was involved. For the perpetrator remaining in the home, we would look to take possession action against them following disclosure from the victim fleeing the situation. For any survivor of DA fleeing, we/LG would offer an assured tenancy as standard rather than a starter tenancy to provide that security of tenure.

|  |
| --- |
|  |

**From: HHS**

Our Domestic Abuse Policy at HHS outlines that the safety of people will be our first priority at all times.

Where there is a joint tenancy held and either the action taken by HHS or the circumstances of the domestic abuse results in the victim requiring an alternative home, we will work with the local authority and other agencies through local agreements to ensure a safe home, with comparable tenure wherever possible, is made available. We will take action to end the joint tenancy if it is not relinquished as part of any intervention. We may also consider rehousing the perpetrator if by working with other agencies it is seen as beneficial to the victim to do so.

Outstanding debt such as rent arrears or rechargeable repairs will never prevent a person suffering domestic abuse from moving home. However, a repayment plan will be discussed and agreed before rehousing is offered.

**From: Flagship Group**

At Flagship Group which includes our trading names Flagship Homes, Suffolk Housing and Victory Housing we would respond and amend a tenancy.  There would be no requirement for both parties to indicate this is their intention.

|  |  |  |
| --- | --- | --- |
|

|  |
| --- |
|  |
|  |

 |

**From: CHS Group**

Where a perpetrator is unwilling to assign a joint tenancy to the survivor, we do advise survivors that they may unilaterally end the tenancy and apply to have a sole tenancy of the same property. We’d expect to agree this with the survivor before they give a Notice to Quit so they know they’re not at risk of becoming homeless. If a perpetrator ends a joint tenancy with the intention of making the survivor homeless, we’re also likely to offer the sole tenancy to the survivor.  Our policy obliges us to assess the proportionality of such a decision due to the impact it will have on the other joint tenant, however our priority will be the safety and wishes of the survivor – we have no problem advising the perpetrator of their right to end the joint tenancy and then taking a proportionate decision ion re-granting the tenancy. We also advise married couples they need to be aware their spouse would still have matrimonial occupational rights even if they are not a party to the tenancy, so would advise them to obtain an exclusion order. We support survivors in seeking the legal advice they need.

Of course, every situation will be unique, and we will aim to take the most supportive and flexible approach in the survivor’s interests. Best regards, Helen.

**From: BPHA**

In terms of DA we will always loom to try to support where we can. Previously we issued Fixed Term Tenancies which cause an issue for one party ending the tenancy as legally they can’t there has to be agreement of both. Therefore we would have been looking for legal direction through an occupation order. However we have since made a decision not to issue FTT’s anymore and to convert any that are not in breaches e.g. no arrears etc to assured tenancies. With assured tenancies one party can end on the behalf of both. This can of course be detrimental if it is the perpetrator taking this stance however this is not common and can still be dealt with appropriately.

We are currently looking at further dispensations around DA and tenancies particularly where arrears are left on the account and we would not normally allow the sole tenancy, we are applying greater discretion.