

B11. Joint/Sole Tenancies Policy and Procedure

Title: Joint/Sole Tenancies Policy and Procedure

Date of Issue: August 2019

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Policy Document Reference No: B11

1. Policy

- 1.1. In the case of an existing sole tenancy with HAIL it is HAIL policy to grant a joint tenancy where the application for a joint tenancy includes more than one adult and they are in a relationship based upon marriage, civil partnership or similar partnerships or where they are closely related (eg mother and spouse, siblings).
- 1.2. It is HAIL policy to grant joint tenancies to existing joint tenants who are transferring from another Housing Association or Local Authority or who have been nominated or referred to HAIL by a Local Authority.
- 1.3. Joint tenants are jointly and severally responsible, either one can terminate the tenancy **only with** the others knowledge and cooperation.
- 1.4. Joint tenants are equally responsible for any arrears accumulated on their account with HAIL: they are jointly responsible for ensuring that there are no breaches of the conditions of the tenancy.
- 1.5. It is HAIL's policy to grant a sole tenancy to one party in a joint tenancy subject to certain conditions:
 - The account with HAIL must be clear
 - Any previous breaches of tenancy will be taken into account by HAIL when considering the application.

2. Procedure for change from Joint Tenancy to Sole Tenancy

- 2.1. A request for changing the Tenancy agreement from joint to sole must be made in writing giving full details.
- 2.2. Any arrears on the account with HAIL must be cleared before any changes will be considered.
- 2.3. If the request is following a relationship breakdown the departing tenant has two alternatives:

- (i) He/she can terminate the Tenancy in writing and at HAIL's discretion it can offer the remaining tenant a sole tenancy.

The offer by HAIL may be dependent on how the Tenancy has previously been conducted and whether or not any breaches of the terms and conditions of the Tenancy Agreement have occurred.

Or

- (ii) the departing tenant can sign a 'Deed of Release' (Joint/Sole Tenancy Appendix 1) requesting the surrender of their interest. If HAIL approves this deed of release it will treat the remaining tenant as a sole tenant. In considering the application, whether there are any arrears on the account with HAIL will be taken into account.

- 2.4. If the departing tenant does not indicate his/her intention and his/her whereabouts are not known, no changes to the joint tenancy can take place. However, when a reasonable time has expired and reasonable enquiries have been made by HAIL, then at HAIL's discretion it can offer the remaining tenant a new sole tenancy subject to compliance with paragraphs 2.1 to 2.3 above.
- 2.5. Where both tenants apply to become sole tenant of the property following a relationship breakdown, then HAIL will assess the needs of the two new households; the household with the greatest need will be offered the tenancy. The household that contains the children (under 18 years) of the original housing application will take priority need and be offered the new tenancy as long as there are no arrears or breach of tenancy issues.
- 2.6. Where the remaining tenant following the breakdown of a relationship, is under-occupying the property then an alternative property may be offered where available or a 'temporary convenience letting' may be offered until a suitable alternative property becomes available.
- 2.7. The tenancy Agreement for a 'Temporary convenience letting' will be the same as the Tenancy Agreement ([Allocations Appendix 1](#)) with the addition of the following paragraph in page 2:
- (9) This letting is for the temporary convenience of the Tenant following termination of the Tenant's previous Letting Agreement and pending more appropriately sized accommodation (state type of property e.g. 2-bedroom property) becoming available for the Tenant in the general area. In such circumstances, the tenant shall accept 4 week's notice of termination of this agreement by the Landlord.*
- 2.8. HAIL has no responsibility to offer alternative accommodation to the departing tenant.

3. Procedure for change from Sole Tenancy to Joint Tenancy

- 3.1. An application to amend the Tenancy Agreement from sole to joint must be made to HAIL in writing.
- 3.2. The decision to consider a change is at the discretion of HAIL and will be made by the Housing & Property Manager.
- 3.3. The sole tenant should be made fully aware of the implications to his/her tenancy.
- 3.4. In the case of a sole tenant making a request to change to a joint tenancy following marriage/civil partnership, they must submit a copy of the marriage/civil partnership certificate.
- 3.5. It must also be his/her main place of residence, without alternative residence.
- 3.6. In the case of a sole tenant wishing to include a partner other than husband/wife/civil partner, he/she must have resided at the property for a minimum of five years and must be able to submit proof.
- 3.7. **Acceptable forms of proof:**
 - a) Inclusion on the last 5 years Income Statement for or,
 - b) Copy of bank statements dating back 5 years showing address or,
 - c) Original letter of notification to HAIL of household changes as per tenancy agreement 5(G)
- 3.8. The rent account must be clear of arrears.
- 3.9. The request may be refused if breaches of the terms and conditions of the Tenancy Agreement have occurred.

Joint/Sole Tenancy Appendix 1: Deed of Release

Deed of Release

I, name of departing tenant, in consideration of the sum of €1.00 now paid by Name of remaining tenant, as beneficial owner hereby release unto Name of remaining tenant all the estate and interest of me, name of departing tenant, in the premises known as:

<u>Address</u>

to the intent that name of remaining tenant shall stand seized of the entirety of the premises freed from all estate and interest of mine therein.

Signed: _____ Date: _____

Witnessed: _____ Date: _____

In the presence of and behalf of:

Housing Association for Independent Living, Central Hotel Chambers (2nd Floor) 7-9 Dame Court, Dublin 2.

Signed: _____ Date: _____

Job Title: _____