

1. Succession and Assignment

This Chapter gives details of the procedures to be followed whenever a question of succession or assignment arises.

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i Version Control for Succession and Assignment Procedures

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ii Policy

To manage requests for succession and assignment as efficiently, fairly and sensitively as possible in accordance with current legislation and best practice.

iii Aims and objectives

- 1) To investigate and respond promptly and considerately to applications for succession and assignment
- 2) To follow the terms of the tenancy agreement relating to succession and assignment
- 3) To ensure that we comply with statutory and legal requirements regarding succession and assignment and starting new tenancies

iv Purpose of these procedures

These procedures are designed to show all staff involved in tenancy management what to do over questions of succession and assignment, and to clarify in what circumstances a tenancy may be passed on to someone else.

Following these procedures correctly should lead to realising the aims and objectives of the succession and assignment policy.

v Related procedures

Staff should refer to the following procedure documents to ensure that tenants receive consistent and coherent services from the Council:

- Home Choice shortlisting and offers
- Tenancy commencement
- Tenancy management
- Downsizing policy

vi Risk management

There are a number of key business, financial and health and safety risks associated with the rights of succession and assignment.

A risk management table for this procedure can be found at Appendix One.

vii Staff responsibilities

- Overall responsibility for accurate implementation of Council policy on succession and assignment rests with the Tenancy Services Manager (TSM)
- Estate Management Officers (EMO) will deal with succession and assignment on their 'patch'
- The Housing Services Housing Assistants (HSHA) will act as administrators to the process

The Procedures

1.0 Succession

- 1.1** Succession is when someone takes on a tenancy after the original tenant's death. It does not involve the creation of a new tenancy.
- 1.2** For secure tenancies, the legal basis of the right of succession is contained in Section 87 of the Housing Act 1985. **Only one succession is allowed for each tenancy.**
- 1.3** This right is confirmed in the Council's "Conditions of Occupation" paragraphs 8.1 – 8.3
- 1.4** For the definition of a successor see Appendix Two
- 1.5** Legally speaking succession is immediate and automatic when a tenant dies. It will happen whether or not the landlord agrees, as long as the successor meets the statutory requirements.
- 1.6** Where there has been a previous succession, if we agree to allow a further 'succession', this will effectively create a new tenancy. See 5.7 below
- 1.7** A successor takes on:
- Any existing rent arrears
 - Any legal notices applying to the tenancy
 - All the rights related to the tenancy
 - Any rights to compensation for the previous tenant's improvements
- 2.0 Joint tenancies**
- 2.1** On the death of a joint tenant, the tenancy will pass to the surviving tenant (technically by the 'right of survivorship'). This will count as one succession; so were the sole surviving tenant themselves to die, there will be no further right of succession. A surviving joint tenant is a successor under section 88 of the Housing Act 1985.
- 3.0 Sole tenancy**
- 3.1** With a sole tenancy, if the tenant dies, the tenancy may be succeeded to by a "qualified successor". A qualified successor is someone who occupied the dwelling house as his or her only or principal home at the time of the tenant's death and was the tenant's:

- Spouse
- Civil partner
- Immediate family (if they had been living with the tenant continuously for the 12 months prior to the tenant's death)

'Immediate family' means partner, parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece.

A qualified successor is a successor under section 87 of the Housing Act 1985.

3.2 Joint succession to a tenancy is not possible

4.0 Introductory tenancies

4.1 When an introductory tenant dies the tenancy may be passed on to a qualified successor. The rules are essentially the same as those for secure tenants.

5.0 Succession procedures

5.1 Summary of action points:

- 1) As soon as a question of succession arises. EMO to check if the recently deceased tenant was a successor
- 2) EMO to ascertain who else is living in the property and their status
- 3) If the recently deceased tenant was a successor, then there is no right of succession for anyone else. However, in exceptional circumstances we can exercise discretion and grant a new tenancy to another person who was living in the property
- 4) If the recently deceased tenant was not a successor, EMO to identify who will succeed to the tenancy
- 5) If we are to award a new tenancy to someone in the property who is not qualified to succeed, EMO to discuss the matter with the TSM, Home Choice and the Housing Solicitor if appropriate. In these circumstances a new tenancy agreement will have to be prepared and signed, either for the existing property or for suitable alternative accommodation
- 6) Where a succession has been agreed, HSHA to prepare succession document
- 7) EMO to arrange successor to sign succession document
- 8) HSHA to update Academy
- 9) If successor is under-occupying the property, EMO to arrange a move to smaller alternative accommodation
- 10) If necessary EMO will serve Notice of Seeking Possession under Ground 16 Schedule 2, Part III, Housing Act 1985 and take court action after consulting TSM and Housing Solicitor. We will still need to offer suitable alternative accommodation.

5.2 Deciding who can succeed

On receipt of a request to succeed, or where the question of succession is identified, the EMO will check if the tenant who has recently died was a successor and the status of any people left in the property.

5.3 If the recently deceased tenant **was** a successor then there is no right to a further succession. However, in some circumstances it may be appropriate to issue a new

tenancy to someone remaining in the property. See 5.7

- 5.4** If the tenant **was not** a successor, the EMO should identify who among those remaining in the property will qualify to succeed.
- 5.5** The spouse or civil partner of the deceased tenant takes priority. If there is no spouse or civil partner occupying the property at the time of the tenant's death, a member of the tenant's immediate family may succeed, providing they have been living continuously with the tenant for the last 12 months.
- 5.6** If there is more than one member of the immediate family qualified to succeed, the EMO should ask the family to decide who they would like to succeed. If they cannot decide, the EMO should consult with the TSM and decide for them. There is no statutory provision for any kind of joint succession, but it is possible for a child to succeed to a secure tenancy. (See 'Minors' in Tenancy Management procedures).
- 5.7** If no-one is qualified to succeed
If there are any occupants left in the property who do not qualify to succeed (because, for example, the previous tenant was a successor; or because they are not immediate family; or they have not lived in the property for the required time), a decision will be made by the TSM in consultation with the EMO and Home Choice, as to whether:
- 1) they should be allowed to remain and given a new tenancy
 - 2) they should be offered alternative accommodation
 - 3) they should be required to move and, if necessary, referred to court for possession, with no offer of alternative accommodation.
- 5.8** NB the 'Conditions of Occupation' state:
"The Council will consider cases where the surviving persons have been in residence for a long time, or where there are special housing needs, with sympathy even if there are no rights of succession."
- 5.9** This decision should be based on all the facts at hand, and the timing of any action should depend on the details of the case. The matter should always be dealt with sensitively and sympathetically.
- 5.10** Factors to be taken into account in making this decision include:
- the personal circumstances of the people concerned, including any health issues or vulnerabilities
 - the support/care they provided to the former tenant, if any
 - length of time in occupation
 - the accommodation the non-qualifying person occupied before they moved in (e.g. did they give up a home to care for the deceased?)
 - alternative housing options available
 - any other exceptional circumstances
- 5.11** Once a decision has been made all parties should be notified.

5.12 Signing the succession document

Once a successor has been approved, there is no need to issue a new tenancy agreement. The HSHA will prepare a Succession Document (Appendix Three) which will be witnessed and signed by both the EMO/HSHA and the successor. The document allows space to record any arrangement to clear rent arrears should there be any outstanding debt.

5.13 The HSHA will update Academy.

If the successor under-occupies

5.14 If the property is larger than is reasonably required by the successor (and the successor is not the deceased tenant's spouse or civil partner – who will be allowed to remain whatever size the accommodation) the EMO may arrange for them to move into a more suitable alternative property in consultation with Home Choice. The Downsizing Policy will apply.

5.15 If the tenant refuses to leave we can seek possession of the property under Schedule 2, Part III, Ground 16 Housing Act 1985.

5.16 If we intend to use this ground we must serve a Notice of Seeking Possession no earlier than six months, and no later than twelve months, after the previous tenant's death.

5.17 The court may only order possession if suitable alternative accommodation is available and it is reasonable to require him or her to give up the property.

5.18 Matters that the court will take into account in determining reasonableness include:

- The tenant's age
- The period of time in which the tenant lived in the property as his or her only or principal home
- Any financial or other support the tenant gave to his or her predecessor

NB The composition of the family for the purposes of Ground 16 is not fixed at the date of succession but at the possession hearing.

5.19 If the EMO believes such action to be appropriate they should discuss the matter with the TSM and/or the Housing Solicitor.

5.20 Pending confirmation of their status, it is important not to accept **rent** from anyone left in the property whom we do not wish to allow to succeed or to whom we do not wish to grant a tenancy.

We should charge for use and occupation ('mesne profits' - or compensation to the landlord by someone living in the property once the tenancy has ended) at the same rate as the rent.

NB It is important to stress the difference between mesne profits and rent, as accepting rent can be interpreted as creating a new tenancy. Before charging or accepting any monies from the remaining occupant(s) the EMO should obtain authorisation from the TSM.

6.0 Assignment

6.1 Assignment is where a tenant passes on their tenancy to someone else. This does not create a new tenancy; it passes the existing tenancy to the assignee. The tenant not the landlord carries out assignments, although the landlord's permission is normally required. Passing on a tenancy in such a way must be by a Deed of Assignment.

6.2 Tenants cannot pass on their tenancy to whoever they wish, the right to assign is limited by statute (and by the terms of the tenancy agreement).

7.0 When assignments can be made

7.1 Assignments are only possible in the following circumstances:

- 1) By way of a mutual exchange (See Mutual Exchange procedures)
- 2) Where a court orders them as part of divorce or judicial separation proceedings or on termination of a civil partnership
- 3) Where a court orders them under the Children Act
- 4) To a potential successor, that is, someone who would have had the right to succeed to the tenancy on the death of the tenant. NB This is only possible if there has been no previous assignment or succession on the tenancy.

7.2 Rules on assignments are set out in the Conditions of Occupation section 7.2 (Mutual Exchanges) and 8.10

7.3 Unless as a result of a court order, any assignment will need our written consent in advance.

7.4 An assignee takes on:

- Liability for any existing rent arrears
- Any legal notices applying to the tenancy
- All the rights related to the tenancy

8.0 Introductory Tenancies

8.1 We do not allow introductory tenants to assign their tenancies by way of a mutual exchange (document TC2 point 6). However, an introductory tenancy can be assigned by a court order in divorce proceedings or under the Children Act, or to a person who would have been entitled to succeed to the tenancy on the death of the tenant.

9.0 Assignment procedures

9.1 Summary of action points:

- 1) As soon as a question of assignment arises, EMO to check the circumstances
- 2) EMO to decide if the assignment is possible after contact with the existing tenant and the proposed assignee
- 3) If the assignment is to go ahead, EMO/HSHA to confirm consent in writing
- 4) HSHA to prepare Deed of Assignment
- 5) EMO/HSHA to sign Deed of Assignment with both parties
- 6) HSHA to update Academy
- 7) If the assignment has already taken place and was not authorised by the Council, EMO to decide on appropriate action

8) If necessary EMO will serve Notice to Quit and take court action after consulting TSM and Housing Solicitor.

9.2 On receipt of a request for an assignment, or where the question of assignment is identified, the EMO will check if this is possible. Assignments can only be made in the circumstances listed in 7.1

9.3 Mutual exchanges are covered in the Mutual Exchange procedures. We would accept the judgements of a court in matrimonial matters or in matters relating to the Children Act. Assignments of joint tenancies to sole tenancies and sole tenancies to joint tenancies are covered in section 12 below.

9.4 The main area under these procedures for which an EMO needs to make a judgement will therefore concern 'assignments to potential successors'.

9.5 The EMO will speak to the existing tenant and the proposed assignee to establish the facts and gather information.

9.6 To qualify for an assignment to take place it must be established that the proposed assignee would have succeeded to the tenancy had the existing tenant died. People who are entitled to succeed to a tenancy are listed in 3.1 above.

9.7 If the EMO is satisfied that the assignment is acceptable they should write to the existing tenant and potential assignee to let them know. This can be by a formal Licence to Assign (see Appendix Seven) or by letter.

9.8 The actual assignment is effected by a Deed of Assignment (Appendix Eight) which both the existing tenant and the assignee should sign, witnessed by the EMO. The signing of the Deed can take place either at the property in question or at the Civic Centre.

9.9 HSHA to update Academy.

10.0 Unauthorised assignments

10.1 If an unauthorised assignment takes place (that is, if an assignment is made without our consent) the terms of the tenancy agreement have been broken.

10.2 The Conditions of Occupation paragraph 8.10 state:

You must not leave anybody else living in the home when you move out. You cannot pass on your tenancy (called an "assignment") to anyone else without the advance written permission of the Council. Persons who take an unauthorised assignment risk an action for possession. An unauthorised assignment breaks this term of the tenancy. In addition, such persons may also be unlawful occupiers or tenants whose tenancy is not secure. You will be liable for any legal costs and reasonable expenses if you fail to give the Council vacant possession of your home when you leave.

10.3 If an unauthorised assignment has taken place there are three possible actions to

take:

- 1) Complete assignment procedures retrospectively
- 2) Request that the original tenant returns to the property
- 3) Terminate the tenancy by serving a Notice to Quit on the property and seek possession through the courts

10.4 The EMO should discuss the matter with the TSM and Housing Solicitor and agree a course of action.

11.0 Under-occupation after assignment

11.1 In the case of an assignment made to a person who would have been a successor, it may be that the property will be under occupied. As assignment in these circumstances is a statutory right, it cannot be restricted by the terms of the tenancy agreement. There is no ground for possession (unlike with successors who under occupy) and our only option is to offer alternative accommodation. The Downsizing Policy will apply.

12.0 Sole to joint and joint to sole assignments

12.1 There has been some confusion over the legitimacy of using the assignment process to change a sole tenancy into a joint one and vice versa, with a difference of opinion among housing professionals and their member organisations.

12.2 However, legal advice tells us that both are possible. Joint to sole is covered by the Housing Act 1985, Section 91, subsection 3, which allows “an assignment to a person who would be qualified to succeed the tenant if the tenant died immediately before the assignment”.

12.3 Sole to joint is covered by the same legislation (section 91 (3)) and by the terms of the Conditions of Occupation (paragraph 8.10) – which states that assignments require advance written permission by the Council.

12.4 This effectively means that when considering a request for a sole tenancy to become a joint one (by assignment), we should only grant permission to add those people who would have succeeded to the tenancy had the tenant died immediately before the proposed assignment. This means:

- A spouse
- A partner, or civil partner
- Immediate family (if they had been living with the tenant continuously for the 12 months prior to the tenant’s death)

12.5 We would, however, treat any partner (other than a married or civil partner) in the same way as an immediate family member, and expect them to have lived with the tenant continuously for 12 months before agreeing to the assignment.

12.6 Converting a joint tenancy to a sole one requires the agreement of both joint tenants.

12.6 The Process

- 1) Tenant(s) contact the Council to request assignment from joint to sole or sole to joint

- 2) HSHA sends out proposal form (Appendix Six)
- 3) HSHA checks form -
 - if anyone other than spouse, civil partner, son or daughter is involved the case to be referred to the EMO
 - immediate family (other than spouse or civil partner) must have been resident in the property for 12 months
 - we need proof of residency (e.g. bank statements, credit statements, utility bills, passport, driving licence etc.) – Housing Benefit may be able to assist
 - rent account must be clear
- 4) HSHA completes Deed of Assignment form (Appendix Eight)
- 5) HSHA arranges appointment for all parties to come to the Civic Centre to sign Deed of Assignment
- 6) EMO/HSHA signs up all relevant parties, who should bring in proof of identity and residency
- 7) HSHA updates Academy
- 8) HSHA writes to tenant(s) to confirm arrangements.

Appendix One

Risk Management

Financial risks:

- Legal costs if unlawful succession/assignment occurs (or is unlawfully refused)
- Increased rent arrears if procedures not followed correctly (e.g. if a new tenancy is created erroneously)
- Staff time wasted putting right prior mistakes or omissions

Health and safety risks:

- Vulnerable tenants put at risk because their needs are not taken into account

Legal and regulatory risks:

- Granting new tenancies where these are inappropriate
- Not effecting assignments with a Deed of Assignment
- Incorrect legal advice to tenants about their tenancy
- Failure to meet Audit Commission inspection standards (KLOEs)

Quality risks:

- Staff insufficiently trained in the procedures
- Policy and procedures do not reflect current legislation or good practice

Publicity risks:

- Adverse publicity for ECC if high profile mistakes are made
- Poor landlord reputation with residents, local communities, partner agencies and regulators if mistakes are made

Appendix Two

Definition of a successor

A secure tenant is a successor if any of the following apply:

- 1) They became the tenant by statutory succession
- 2) The tenant was formerly a joint tenant and became sole tenant under the same tenancy
- 3) The tenancy arose by virtue of Section 86 of the Housing Act 1985 (where a periodic tenancy follows on from a fixed term secure tenancy) where the original fixed term tenancy was granted to another person, or jointly to him/her and another person
- 4) They became the tenant on the death of the previous tenant by inheritance under the will or intestacy of the deceased
- 5) They became the tenant by assignment, except
 - a) If the assignment was the result of a property adjustment order in matrimonial proceedings
 - b) If the assignment was the result of a mutual exchange
- 6) They succeeded to an Introductory Tenancy

Note: A surviving joint tenant is not a successor for the purposes of section 87 of the Housing Act 1985, but is a successor for the purposes of section 88.

Appendix three

Succession Document

Exeter City Council
Record of a statutory succession to a secure tenancy of
[Insert address of the premises]

This document records that upon the death of *[insert name of deceased]* the tenancy of *[insert name of property]* which was lately held by *[insert name of deceased]* alone/ jointly with *[insert name of any joint tenant or strike through if no joint tenant]* has vested in *[insert name of successor]* by statutory succession pursuant to the provisions of sections 87- 89 of the Housing Act 1985

This document acknowledges that *[insert name of successor]* is a successor within the meaning of section 88 of the Act so that no further succession to the tenancy can take place in the future.

[insert name of successor] hereby acknowledges that he/she has been given a copy of the standard form secure tenancy and the tenancy conditions presently in force and undertakes that he/she will comply with those conditions.

[insert name of successor] hereby acknowledges that the arrears of rent due and owing at the date of signing this record amount to £ *[insert arrears total]* and undertakes to pay these arrears as soon as is possible and as a minimum by instalments of £ *[insert instalments figure]* each week, the first such payments being due on *[insert date first payment due]*

For the avoidance of doubt the parties record a succession of the tenancy of the late *[insert name of deceased]* and not the grant of a new tenancy

Please ensure you read the notes on the other side of this document before agreeing to sign for this tenancy.

Dated this day of 20

Signed for the Exeter City Council

Signed by the tenant

and witnessed by

What is a Succession?

A right given under the Housing Act 1985 for Secure Tenants to pass on their tenancy to their husband/wife/civil partner or family member following their death. In the case of family members they must have been living with the tenant for at least the past twelve months. Succession can only happen once.

The Right of Succession

If a tenant dies, their spouse may have the right to succeed to (take over) the tenancy – as long as they occupied the property as their only or principal home at the time of the tenant's death.

If there is no spouse, a family member who has lived in the home for at least twelve months before the tenant's death may have the right to succeed.

Only one succession is allowed. Therefore, if you succeed to the tenancy from someone else, the tenancy will not be passed on to another family member after your death.

If the member of the family succeeding the property is the husband, wife or civil partner they have the right to remain in the family home. However if the successor is anybody else (including an unmarried or unregistered same sex partner) the council reserves the right to ask him or her to move, if the property is larger than they need, in view of the limited supply of accommodation for families.

The law provides that successions are only made to a single individual. In the case of a married couple or civil partner, when one of the partners dies the other partner automatically takes the tenancy by succession. Where there is no husband/wife/civil partner it is up to the family members to decide which one will take the succession and hold the tenancy from there on.

Appendix Four

Letter to successful successor

Hazel Ball, Director, Community and Environment

Steve Warran, Head of Housing Services

Civic Centre, Paris Street, Exeter, EX1 1RQ

Tel: 01392 277888 www.exeter.gov.uk

Direct dial: 01392

Fax: 01392

email:

Our ref:

Your ref:

Dear [*name*]

Succession of the tenancy [*address*]

I am sorry to hear about the recent death of [*name*]. Please accept my sincere condolences.

You will succeed the tenancy of [*address*] as the sole tenant. You will need to sign a special form.

Please make an appointment to visit the office when convenient to you. My direct telephone number is

Yours sincerely,

Estate Officer

Appendix Five

Letter accompanying Notice of Seeking Possession served on an under-occupying successor

Hazel Ball, Director, Community and Environment

Steve Warran, Head of Housing Services

Civic Centre, Paris Street, Exeter, EX1 1RQ

Tel: 01392 277888 www.exeter.gov.uk

Direct dial: 01392

Fax: 01392

email:

Our ref:

Your ref:

Notice Seeking Possession

Dear [*name*]

The Notice Seeking Possession on [*address*] has been served as the six month period from the succession of tenancy has now expired. This notice can be served after six months but less than twelve months after the date of the previous tenant's death.

You have the right to alternative accommodation suitable to your needs. Should you need any help in finding suitable accommodation please contact Exeter Home Choice on 01392

I strongly advise that you seek legal advice regarding these proceedings.

Yours sincerely,

Estate Officer.

Copy to [*as appropriate*]

Appendix Six

PROPOSAL FOR ASSIGNMENT OF A SOLE TENANCY TO A JOINT TENANCY OR A JOINT TENANCY TO A SOLE TENANCY

I understand that this letter is a proposal only, and subject to the following conditions:-

1. That on the date of assignment the tenancy will be debt free, with no outstanding arrears of rent due from yourself or any outstanding overpayment of housing Benefit or Court Costs owed.
2. That the person to whom the proposal to assign is made is capable by virtue of S91 of the Housing Act 1985 in that they are:
 - a) A spouse or civil partner
 - b) A person qualified to succeed being a relative resident for at least 12 months before this request, or
 - c) Have a specific order pursuant to S24 of the Matrimonial Causes Act 1973 (Property Adjustment Order), or
 - d) Have a specific Court Order by agreement
3. That tenants in receipt of Housing Benefit and/or Council Tax Benefit have equal responsibility to inform these sections within the local authority of a successful assignment of tenancy as this may affect their entitlement.

I wish my sole tenancy of
(*address*)

To be assigned to myself and my _____ (*relationship to tenant*)

Has the proposed assignee previously been a tenant of this authority **YES/NO**

If **YES**, please give address(es) _____

Signature of tenant _____ **Print name** _____

I wish to accept the joint tenancy of the above address

Signature of other party _____ **Print name** _____

OR

I wish to assign my tenancy of _____

Currently held jointly, to the sole tenancy of the other joint tenant.

Signature _____ **Print name** _____

Current Address (if different from above) _____

I wish to accept the sole tenancy

Signature _____ **Print name** _____

**Appendix Seven
Example of a Licence to Assign**

Consent to assignment of a tenancy

To.....(The Tenant)
Of.....
.....
And.....(The Assignee)
Of.....
.....

By a Tenancy Agreement (the Tenancy Agreement) dated.....and made between Exeter City Council (The Council) and The Tenant, the premises known as were let to the Tenant from.....under a weekly periodic tenancy (the Tenancy).

The Tenancy Agreement contains a provision prohibiting assignment of the Tenancy without prior consent of the Council.

Now it is agreed that The Council **GIVES CONSENT** to an assignment by The Tenant to.....
Of.....
.....
in respect of the property detailed in the Tenancy Agreement under a weekly periodic tenancy at the current rent of £..... per week.

Following the authorised assignment, the provision against assignment shall remain in force.

All references to any party in this consent form shall be deemed to be joint and several where that party is more than one person.

Dated.....

Signed.....

For and on behalf of the Council.

Appendix Eight Example of a Deed of Assignment

You don't have to use this legal document – you could use one of your own. As well as creating the assignment this document protects the interests of the Council. The Council is not acting on your behalf in this matter and you may wish to take independent legal advice before using this document; only sign it if you are happy with what it says.

ASSIGNMENT of Secure Tenancy under Section 91 (3) (c) Housing Act 1985

This deed of assignment is made on between

Name (“the Existing Tenant”) of

Addressand

Name (“the New Tenant”) of

Address

Definitions and Interpretations

The following definitions and interpretations apply to this deed:

1. “Council” means Exeter City Council, Civic Centre, Paris Street, Exeter, EX1 1RP.
2. “Property” means the dwelling the subject of the Tenancy.
3. “Tenancy” means the periodic tenancy of
.....
.....
made by an agreement dated.....between the Council and the Existing Tenant.
4. Where the context requires, words in the singular include the plural and the masculine includes the feminine; the reverse also applies.
5. Any obligations undertaken by two or more persons are joint and several obligations.
6. Where an Act of Parliament is mentioned it includes references to that Act as amended, consolidated, re-enacted or substituted.

Background

1. The Existing Tenant is the secure tenant of the Property and wishes to assign the Tenancy to the New Tenant.
2. The Existing Tenant has received written consent in accordance with the terms of the Tenancy from the Council to assign the Tenancy under s. 91 (3) (c) Housing Act 1985 to the New Tenant.
3. The New Tenant is a person who would be qualified to succeed the Existing Tenant if the latter died immediately before the assignment.
4. In order to assign the Tenancy to the New Tenant, the Existing Tenant has entered into this deed of assignment.

Tenant by)
)

in the presence of:

Witness signature.....

Name.....

Address.....

.....

CONSENT AND RELEASE

EXETER CITY COUNCIL consent to the above assignment and acknowledges that the Existing Tenant will not be liable for rent accruing due after the date of this assignment or for any future breach of tenant's obligations under the Tenancy.

On behalf of the Council.....Dated.....