



New Gorbals Housing Association

Tenants' rights policy

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This document can be produced in different formats, for example, in larger print or audio-format, and in other languages, as appropriate.

Contents	Page
Section 1: Context	3
Section 2: Policy objectives	3
Section 3: Tenancy agreement	4
Section 4: Assignment of tenancy	6
Section 5: Exchange of tenancy - mutual exchange	8
Section 6: Joint tenancy applications	9
Section 7: Sub-letting of tenancy	10
Section 8: Succession of tenancy	11
Section 9: Taking in lodgers	12
Section 10: Notification and applications	13
Section 11: Appeals and complaints procedure	15
Section 12: Policy review and consultation	16

Appendices

Appendix 1: Extract of Housing (Scotland) Act 2014 for assignment, sub-let and joint tenancy of Scottish Secure Tenancy

Notes:

New Gorbals Housing Association is generally referred to as “we” throughout this document.

Section 1: Context

This policy describes New Gorbals Housing Association's approach to dealing with situations involving the rights of our tenants established through their tenancy agreement. By having a written detailed policy on our tenants' rights we are able to ensure that a uniform and professional approach is adopted throughout our organisation and the services we deliver are compliant with law, best practice and internal policy.

Section 2: Policy objectives

The objective of this policy is to clarify our approach in promoting our tenants' rights and meeting our obligations established by law. We also want to give staff guidance and, therefore, have developed a separate procedure manual to support the implementation of our policy.

We will achieve the objectives of our policy by:

- **Acting within the law and good practice**
Our policy complies with, and takes account of, the following housing legislation:

- Housing (Scotland) Act 1987
- Housing (Scotland) Act 2001
- Housing (Scotland) Act 2006
- Housing (Scotland) Act 2010
- Housing (Scotland) Act 2014

We will meet all relevant legal and good practice guidance; this includes meeting the standards set out in the Scottish Social Housing Charter.

- **Promoting our equal opportunity commitments**
We will promote equal opportunity by addressing the individual needs of tenants and other service users; this is done through our equal opportunities policy.
- **Tenant participation**
We will involve tenants and other service users in the development of our policies and practices. Full information is provided in our tenant engagement strategy.

- **Staff training and development**

We will provide comprehensive training for staff so that our policies and procedures are implemented effectively.

Section 3: Tenancy agreement

We give all our tenants a Scottish Secure Tenancy, although we can use a Short Scottish Secure Tenancy in special circumstances.

Our tenancy agreement sets out the terms and conditions of a tenancy with us. It lets our tenants know what rights and responsibilities they have for the property as well as what they can expect from us.

Scottish Secure Tenancy (SST)

The Scottish Secure Tenancy gives ‘security of tenure’, which means that our tenants can keep their tenancy for as long as they want, unless they break the conditions of their tenancy.

The Scottish Secure Tenancy can only end in one of the following ways:

- If our tenant gives us four weeks’ notice in writing that they want to end their tenancy.
- If we agree with our tenant in writing that they can end their tenancy.
- If we take court action to take back our tenant’s home under one or more of the grounds set-out in the Housing (Scotland) Act 2001 and the amended Housing (Scotland) Act 2014 for reasonableness.
- If our tenant dies and no-one meets the legal conditions to take over their tenancy.
- If our tenant, or a member of their household has an Anti-Social Behaviour Order, and we take action to change their tenancy to a Short Scottish Secure Tenancy.
- A joint tenant (someone who shares a tenancy) can end their part of the tenancy by giving us and the other tenant (and any other joint tenants) four weeks’ notice.
- If our tenant is in an adapted house and no one in the tenancy needs the adaptations, we may consider ending the tenancy and let to someone who does need the adaptations. We would offer the

tenant suitable alternative accommodation and they still have the right to challenge our decision.

Short Scottish Secure Tenancy (SSST)

There are two main reasons why we may offer a Short Scottish Secure Tenancy (SSST).

- We may consider giving a Short Scottish Secure Tenancy if a potential tenant needs support services to make sure that they can maintain a tenancy. In certain circumstances we will offer an SSST if specific housing support issues are identified. As part of the SSST our tenant must agree to accept support to help them keep the tenancy.
- If a potential tenant was evicted for anti-social behaviour in the last three years, or a court has given our tenant, or a member of their household, an Anti-social Behaviour Order, we would give a Short Scottish Secure Tenancy to allow us to monitor the tenancy. We can end the tenancy if we need to protect our neighbourhood or community against anti-social behaviour.

If we have given a Short Scottish Secure Tenancy on the housing support services ground this means that the tenancy will be for at least six months and then should ordinarily continue on a monthly basis thereafter. This needs to be specified on the SSST itself.

If the SSST is being offered on anti-social grounds, or is being converted from an existing SST on anti-social grounds, the position is quite different. In these circumstances, the SSST must be for a term of at least 12 months. Thereafter, it can be extended for a period of 6 months or it must convert back to an SST.

Under the terms of the Short Scottish Secure Tenancy the tenant:

- does not have security of tenure, and we can end the tenancy by giving two months' notice
- does not have the right to succession

Tenants' rights

Our Scottish Secure Tenancy Agreement explains our tenants' rights and our obligations. The tenants' rights included in this policy are:

- assignation of tenancy
- exchange of tenancy
- joint tenancy applications
- sub-letting of tenancy
- succession to tenancy
- taking in lodgers

Appendix 1 details the relevant extracts from housing law that deals with assignation of tenancy, exchange of tenancies, joint tenancies, sub-letting and succession of tenancy.

The tenancy agreement covers more tenant rights and obligations than those included in this policy. We have other policies that deal with:

- abandonment of the property
- consultation and participation with our tenants
- improvements and alterations to our property
- information to our tenants
- repairs and tenants' right to repair
- unacceptable and anti-social behaviour

Section 4: Assignation of tenancy

An assignation of tenancy occurs when one of our tenants passes all their rights and obligations under a tenancy agreement to another person. This person is known as the "assignee".

In simple terms, the existing tenancy is passed on to another person – the assignee will then sign a new tenancy agreement with us. The person taking on the tenancy does not assume responsibility for any breach of tenancy conditions prior to the assignation, for example rent arrears, unless he or she agrees in writing to do so.

Before our tenant can assign their home to someone else they must apply in writing to us for written permission. We must give written consent and

agree that the tenancy can be assigned to someone else other than our tenant.

Eligibility conditions

If an assignation of tenancy is to be approved, there are certain conditions that need to be met. These are:

- the house must have been our tenant's only or principal home during the 12 months immediately before our tenant applies for written permission to pass their tenancy to someone else; and
- the person our tenant wishes to pass their tenancy to must have lived at the property as their only or principal home for the 12 months before they apply; and
- our tenant, joint tenant or person they wish to assign their tenancy to must have notified the landlord that the person they wish to assign the tenancy to is living in the house. The 12 month period does not start unless the landlord has been notified that the person is living in the property as their only or principal home.

We can refuse permission to assign a tenancy if it is reasonable for us to do so. The reasons we will refuse include:

- we have issued a notice of proceedings to recover the property against our tenant.
- we believe that an unreasonable payment has been made to or received by our tenant in relation to the application.
- we would not give the person our tenant wishes to pass the tenancy to reasonable preference under our allocations policy.
- we believe that this would result in the home being under occupied.
- we believe that this would result in the home being overcrowded.
- we intend carrying out work on the house or on the building and this will affect the ability to occupy the property.

Section 5: Exchange of tenancy – mutual exchange

An exchange of tenancy occurs when two or more tenants mutually agree to exchange houses with the approval of their landlords. This is often referred to as a mutual exchange.

We recognise that for many tenants a mutual exchange represents the only way to satisfy their housing needs, given the increasing pressure on housing lists for social housing in all sectors. We will therefore respond positively to applications for approval of mutual exchanges.

Eligibility conditions

If a mutual exchange of tenancy is to be approved, there are certain conditions that need to be met. These are:

- both tenants have Scottish Secure Tenancies; and
- the landlords of both tenants have given their consent.

All parties to a proposed mutual exchange should normally have held their existing tenancies for at least one year. Exchanges of tenancies are not limited to two parties. “Three way” or multiple exchanges will be also be considered for approval.

Any tenant wishing to participate in a mutual exchange should have a clear tenancy and rent record with us and not owe any other monies to the Association. Similarly, we will not normally accept a tenant who has a record of rent arrears or tenancy breaches with another landlord.

We can refuse permission to an exchange of a tenancy if it is reasonable for us to do so. The reasons we will refuse include:

- we have issued a notice of proceedings to recover the property against our tenant.
- we believe that an unreasonable payment or other inducement has been made to or received by our tenant or the other tenant in relation to the application.
- we believe that this would result in the home being under occupied.
- we believe that this would result in the home being overcrowded.

- we know the house has been designed or adapted for occupation by a person with particular needs (for example, a disabled person), and there would no longer be a person with such needs occupying the house.
- we believe the house does not match the housing needs of the incoming household.

The exchange of tenancy will be granted on condition that all persons involved have satisfied themselves as to, and accept, the condition of the property into which they propose to move. No repairs other than those required under the terms of normal landlord responsibility will be carried out by us as a consequence of a mutual exchange.

Section 6: Joint tenancy applications

All Scottish Secure Tenants have a statutory entitlement to a joint tenancy with one or more individuals, so long as the house is, at the start of the joint tenancy, to be the only or principal home of all the tenants. A joint tenancy can begin at the start of a new tenancy and, or during an existing tenancy. Joint tenancies ensure that each person has exactly the same rights and responsibilities.

Eligibility conditions

Before our tenant can have someone added to their existing tenancy agreement as a joint tenant they must apply to us for written permission to do so and get our written consent. The person the tenant wants to add as joint tenant, and any existing joint tenants, must apply in writing along with the tenant.

If a joint tenancy application is to be approved for an existing tenancy, there are certain conditions that need to be met. These are:

- the proposed joint tenant must have lived at the property as their only or principal home for the 12 months before the tenant applies for them to become a joint tenant; and
- the tenant, joint tenant or proposed joint tenant must have notified the landlord that the person they wish to become a joint tenant with is living in the house. The 12 month period does not start unless

the landlord has been told that the person is living in the property as their only or principal home.

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

The law does not define what would be reasonable grounds for refusing a joint tenancy. The only requirement is that the house will be the only or principal home of all of the tenants. However, we will refuse permission to grant a joint tenancy for the following reasons:

- we have issued a notice of proceedings to recover the property against our tenant
- the prospective joint tenant has previously been evicted by us for a breach in their tenancy or has previously abandoned one of our properties
- there are issues in relation to the person's residency in the house that could affect the future sustainability of the tenancy
- permission to stay in the property has been refused as it would result in overcrowding

Section 7: Sub-letting of tenancy

Our tenants can apply to sub-let their home on a temporary basis. We will give permission to sub-let for a period of up to six months. Four weeks before the sub-let period ends our tenant should confirm their intention to return to their tenancy. We will consider a further extension of six months if we believe the request is reasonable.

Before a tenant can sub-let all or part of their home they must apply in writing to us for written permission and get our written consent.

Eligibility conditions

There are certain conditions that need to be met by our tenant if an application to sub-let their home on a temporary basis is to be approved. These are:

- our tenant must have been the tenant of the house throughout the 12 months immediately before they apply for written permission to sub-let their home; or

- if they were not the tenant throughout that period, the house must have been their only or principal home during those 12 months; and the person who was the tenant at that time must have notified the landlord that the person who is now the tenant was living there.

The 12 month period does not start until we have been notified. There are no residency conditions for the person that wants to live in the property as a sub-tenant.

Section 8: Succession of tenancy

A 'qualified person' can succeed (take over) a tenancy under certain circumstances following the death of our tenant. We will provide the person applying to succeed to a tenancy with a prompt and sympathetic service. We recognise the need for sensitivity in dealing with people who have experienced a recent bereavement.

At the time of the death of our tenant we will identify whether any rights of succession exist for a 'qualified person.' A succession to the original Scottish Secure Tenancy can take place twice (that is, after the death of the original tenant, and again after the death of the person who previously succeeded to the tenancy).

Eligibility conditions

There are certain conditions that need to be met for a qualified person to succeed to our tenant's tenancy.

The Housing (Scotland) Act 2014 introduces a new 12 month qualifying period and notification requirement before certain categories of persons become 'qualified persons' and have the right to succeed to a Scottish Secure Tenancy on the death of our tenant

However, there is no qualifying period for our tenant's spouse, civil partner or joint tenant, provided (in all 3 cases) that the person's only or principal home was the house in question at the time of our tenant's death.

A person falling within the following categories are qualified persons where the house has been their only or principal home throughout the 12 months ending in the tenant's death:

- partners (cohabitants of either sex and including same sex cohabitants)
- members of the tenant's family aged 16 or over; and
- carers aged 16 or over who have given up a previous only or principal home.

Under the new provisions, to have a right to succeed to a tenancy after living in the house for 12 months, the 'qualifying person' or our tenant must also have notified us that the person wishing to succeed to the tenancy is living in the house and that the house is that person's only or principal home. The 12 month qualifying period does not start until that notice has been given. The tenant (or any one of joint tenants) or the person who has moved into the house are responsible for notifying us that the person has moved in.

Where there are several qualifying persons, and/or a qualified person advises that they do not wish to succeed to the tenancy, we will need to apply the rules about the order of succession rights and the rules about succession for properties designed or substantially adapted for the use of people with special needs.

Where an applicant does not have the right to succeed, we do not have discretion to grant a succession of tenancy. In exceptional circumstances, we may consider it appropriate to allocate a tenancy to an individual who does not have the right to succeed but we believe there are circumstances that justify allocating them a tenancy. The applicant may be considered for the existing tenancy or the tenancy of another property. In such cases a new tenancy will be granted and it will not be a succession.

Section 9: Taking in lodgers

Before taking in a lodger our tenant must apply for permission, giving details of the arrangement, and in particular details of any payment which has been or will be received by them. We will not withhold permission, if the request is reasonable.

Eligibility conditions

If an application to take in a lodger is successful we must be satisfied that:

- the amount of rent and any deposit charged is reasonable
- the arrangement does not cause overcrowding in the house
- the tenancy is not the subject of any legal action by us as a result of the tenant's conduct.
- taking in a lodger will not affect any work planned to in the property

Once approval is given our tenant cannot increase the rent or other payments made by the lodger, unless we give permission. If the arrangement results in a breach of the tenancy or anti-social behaviour then permission may be withdrawn.

Section 10: Notification and applications

Our tenancy agreement gives our tenants the right to request certain changes to their tenancy. Our tenant must ask for permission in writing if they want to do any of the following:

- change their household details
- assignation of tenancy
- exchange of tenancy (mutual exchange)
- joint tenancy applications
- sub-letting of tenancy
- succession to tenancy
- taking in lodgers

We have produced information leaflets and forms to help our tenants with any applications involving a request to change their tenancy or household details. These are available in our office, on request and on our website. We will accept applications by post, email or through our website. We also have a separate procedure document for staff that complements our Tenants' Rights Policy.

Change in household

It is the responsibility of our tenant to let us know of any changes in their household and who is staying in our property. Our tenant must apply for permission for someone who was not originally on the tenancy to move in. We will assess the request and confirm in writing within 28 days whether it is appropriate for that person to live in the house. We will not normally give permission if this results in overcrowding.

Change in tenancy

It is the responsibility of our tenant to ask permission for any changes to their tenancy. Any tenant wanting to assign, exchange, sub-let, take in lodgers or change their tenancy to a joint one must complete an application form. Similarly persons wanting to succeed to the tenancy or become a joint tenant must complete an application form.

Within 28 days of receiving an application, we will write to our tenant and/or any other relevant persons to advise that their application has been either approved or refused.

If the applicant has not provided all the information needed to assess the application, we will cancel the application before the end of the 28 day period and ask for any outstanding information to be supplied. The 28 day time limit for approval will then begin from the date that all necessary information has been supplied.

We will only refuse consent when we believe we have reasonable grounds to do so. If an application is refused, we must provide an explanation of our reasons.

House visits

We will carry out house visits for all changes in a tenancy. This will give us the opportunity to talk through the impact this may have on our tenant's tenancy, their rights and responsibilities.

We will visit all persons involved in the proposed exchange of tenancy. Where a tenant of another landlord is involved then a tenancy reference will be sought from that landlord.

When our tenant wants to sub-let their home to another person we will carry out a home visit to check the condition of the property, talk through guidance and verify details of application with both our tenant and the prospective sub-let tenant.

It is the responsibility of the existing tenant to notify us of any changes in their household and ask for permission if someone moves in to their home. For an assignation of tenancy, joint tenancy application, sub-letting of tenancy and a succession of tenancy permission will only be granted if the eligibility conditions have been met.

Tenancy agreements

When permission is granted for a proposed change to a tenancy we will issue new tenancy agreements for assignments, exchange of tenancies, joint tenancies and successions.

Exchanges of tenancy can take place on any mutually agreed date after written approval has been given by all landlords concerned. The new tenancy agreements will be issued on this date.

When a joint tenancy is approved, the normal procedure should be to have all of the joint tenants sign a new tenancy agreement. If there are rent arrears for the existing tenancy and permission is to be granted, a new tenancy agreement should not be signed as this would prevent us from being able to pursue legal action. If these circumstances apply, legal advice should be obtained.

For approvals to sub-let and take in a lodger a new tenancy agreement will not be issued. Both our existing tenant, the sub-let tenant and the lodger will be issued confirmation of the permission granted and the details of the occupancy.

Section 11: Appeals and complaints procedure

Appeals

We will always try our best to give an excellent service, but we know sometimes things go wrong and applicants might want to appeal against decisions that we make about a proposed change of tenancy. Applicants can appeal against any decision made about their application by writing to us, emailing, or speaking to us. A senior manager will review the decision and inform them of the outcome in writing within ten working days so long as they have provided us with all the information we need.

There is no further right of appeal.

Complaints

If applicants are dissatisfied with the level of service they have received from us and believe that there has been a failure to correctly apply our

policy, then we have a complaints handling procedure that is simple and easy to use.

Our complaint handling procedure, including advice on how to make a complaint, is available from our office and on our website. Our complaints procedure explains each step of our process, and includes how to appeal to the Scottish Public Services Ombudsman (SPSO).

Section 12: Policy review and consultation

Our Tenants' Rights Policy will be reviewed every five years or more frequently if required. This will involve consultation with our tenants, local tenants groups including Registered Tenant Organisations, our Tenants Panel and Management Committee.

Appendix 1: Summary of the changes introduced by the Housing (Scotland) Act 2014 for a Scottish Secure Tenancy

Subletting, Assignment and Joint Tenancy

Subletting

If a tenant wants to sublet all or part of their tenancy, this needs our consent as the landlord. **Section 12(2) of the 2014 Act** makes the following changes:

- the tenant must have been the tenant of the house throughout the 12 months immediately before they apply for written permission to sublet your home (previously there was no qualifying period), or
- if they were not the tenant throughout the whole of that period, the house must have been their only or principal home during those 12 months; and the tenant must have told us that you were living there prior to the start of those 12 months.

This change came into effect from 1 November 2019. Before a tenant can sublet their home they must apply to us for permission.

Assignment (passing your tenancy to someone else)

If a tenant wants to assign their tenancy (pass the tenancy to someone else), this needs our consent as your landlord. **Section 12(2) of the 2014 Act** makes the following changes:

- the house must have been their only or principal home during the 12 months immediately before they apply for written permission to pass their tenancy to someone else; and
- the person the tenant want to pass their tenancy to must have lived at the property as their only or principal home for the 12 months before applying; and
- the 12 month period cannot begin unless we have been told that the person is living in the property as their only or principal home. We must have been told that by the tenant, a joint tenant, or the person the tenant wishes to pass their tenancy to. If we have already been told that the person is living in the property we do not have to be notified again.

We can refuse permission to assign a tenancy if it is reasonable for us to do that. Two new reasons when we can refuse an application for assignation have been added to the existing list of reasons at **section 32 of the Housing (Scotland) Act 2001**. These new reasons are:

- where we would not give the person you wish to pass the tenancy to priority under our allocations policy;
- where, in our opinion, the assignation would result in the home being under occupied.

This change came into effect from 1 November 2019. Before assigning (passing) their home to someone else the tenant must apply to us for permission.

Joint Tenancy

If a tenant wants to add a joint tenant to their tenancy agreement, this needs our consent as the landlord. **Section 12(1) of the 2014 Act** makes the following changes:

- the proposed joint tenant must have lived at the property as their only or principal home for the 12 months before you apply for them to become a joint tenant (previously there was no qualifying period); and
- the 12 month period cannot begin unless we have been told that the person is living in the property as their only or principal home. We must have been told that by you, a joint tenant, or the person you now wish to become a joint tenant. If we have already been told that the person is living in the property we do not have to be notified again.

This change came into effect from 1st November 2019. Before a tenant can add a joint tenant to their tenancy agreement, the tenant must ensure that you apply to us for permission. The person the tenant wants to add as joint tenant, and any existing joint tenants, must apply along with the tenant.

Ending a Scottish Secure Tenancy Agreement

By Court Order

The Act changes the way in which a Scottish secure tenancy can be ended following a conviction for serious antisocial or criminal behaviour. **Section 14(2) of the 2014 Act** means that a court does not have to consider whether it is reasonable to make an order for eviction where the landlord has grounds for recovery of possession under **Schedule 2 paragraph 2 of the Housing (Scotland) Act 2001**.

These grounds are:

That the tenant (or any one of joint tenants), a person residing or lodging in the house with, or subtenant of, the tenant, or a person visiting the house has been convicted of:

- (a) using the house or allowing it to be used for immoral or illegal purposes, or
- (b) an offence punishable by imprisonment which was committed in, or in the locality of, the house.

This means that we can end a Scottish secure tenancy if someone living in or visiting the home is convicted of a serious offence in the area of the house. It allows us to end the tenancy where behaviour has had a serious impact on neighbours or others in the community.

A serious offence is one that the offender could have been imprisoned for, whether or not they actually were sentenced to imprisonment.

If we are intending to end a Scottish secure tenancy in this way, we would serve a notice on the tenant advising that we intend to seek recovery of possession of the property. That would be done within 12 months of the conviction (or, if it was appealed unsuccessfully, of when the appeal ended).

A tenant has a right to challenge a landlord's decision to take court action to end the tenancy on these grounds.

This change came into effect from 1 May 2019.

Adapted Properties

Section 15 of the 2014 Act allows any social landlord to ask a sheriff to grant an order to end the tenancy of an adapted property that is not being occupied by anyone who needs the adaptations. This only applies where the landlord requires the property for someone who does need the adaptations. If this situation happens we would give the tenant notice before applying to the sheriff. We would offer the tenant suitable alternative accommodation. The tenant would be able to ask the sheriff to consider whether our actions were reasonable and to challenge the suitability of the alternative accommodation.

This change will come into effect from 1 May 2019.

Conversion to a Short Scottish Secure Tenancy for Antisocial Behaviour

Section 7(2) of the 2014 Act extends the circumstances when we could serve a tenant with a notice converting their Scottish secure tenancy to a short Scottish secure tenancy. This means that in certain circumstances we can change their tenancy agreement to a different type of tenancy agreement called a short Scottish secure tenancy which gives them fewer rights and less protection from eviction than a Scottish secure tenancy. A short Scottish secure tenancy has a fixed duration, unless we agree to extend it or convert it back to a Scottish secure tenancy.

The circumstances now include any situation where a tenant or someone living with the tenant has acted in an antisocial manner, or pursued a course of conduct amounting to harassment of another person. This conduct must have been in or around the house occupied by the tenant and it must also have happened in the 3 years before the notice is served.

Section 7(2) of the 2014 Act also places new requirements on social landlords when issuing a notice to a tenant converting a tenancy to a short Scottish secure tenancy as a result of antisocial behaviour. In cases where no antisocial behaviour order has been granted by the court, the landlord must include in the notice the actions of the person who has behaved in an antisocial manner, the landlord's reasons for converting the tenancy and details of the tenant's right of appeal to the sheriff.

This new ground to convert a tenancy came into effect from 1 May 2019.

Taking over a Tenancy after the Tenant's Death (known as Succession)

The 2014 Act changes some of the rules around when certain people can succeed to (take over) a Scottish secure tenancy on the death of the tenant. To ensure rights to succession are protected the tenant must have told us that the person wishing to succeed to a tenancy has moved in with them at the time they do so.

Unmarried Partners

Section 13(a) and 13(d) of the 2014 Act make changes to the rules on succession for unmarried partners:

- the house must have been the unmarried partner's only or principal home for 12 months before they qualify to succeed to the; and
- the 12 month period cannot begin unless we have been told that the individual is living in the property as their only or principal home. We must have been told that by the tenant, a joint tenant, or the person who wishes to succeed to the tenancy.

Family Members

Section 13(b) and 13(d) of the 2014 Act make changes to the rules on succession for family members:

- the house must have been the family member's only or principal home for 12 months before they qualify to succeed to the; and
- the 12 month period cannot begin unless we have been told that the family member is living in the property as their only or principal home. We must have been told that by the tenant, a joint tenant, or the person who wishes to succeed to the tenancy.

Carers

Section 13(c) and 13(d) of the 2014 Act make changes to the rules on succession for carers:

- the house must have been the carer's only or principal home for 12 months before they qualify to succeed to the tenancy; and
- the 12 month period cannot begin unless we have been told that the carer is living in the property as their only or principal home. We must have been told that by the tenant, a joint tenant, or the carer.

These changes came into effect from 1 November 2019. If we have already been told by the appropriate person then we do not have to be notified again.