

Tenancy Consents policy

Policy Owner

Chief Customer Officer

Accountable Lead

Director of Housing



Policy Control	
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Policy Statement

Where we have the discretion to agree changes to the terms of a tenancy or lease Curo will do so in a way that is fair, transparent and consistent with the good management of the property.

1. Scope

- 1.1 The policy covers all circumstances where tenants or leaseholders request our consent to make a change to their agreement or home.

2 Responsibilities

- 2.1 The Board and Executive, through the Policy Owner, ensure that the policy delivers Curo's strategic objectives and reflects corporate values.
- 2.2 The Accountable Lead, The Director of Housing, is accountable to the Executive for the effective implementation of the policy in Curo, so that the principles are achieved through appropriate team plans, objectives and procedures- with appropriate RACIs – translate the policy objectives into practice.
- 2.3 The Tenancy Manager is responsible for delivering procedures which ensure the delivery of the policy and its objectives, and for ensuring that these are implemented consistently by the Tenancy Management team. The latter will make decisions in response to

requests, subject to procedures and Curo's scheme of delegation. (this specifies levels of authority for decision making).

- 2.4 Tenancy Advisors will implement the procedures and make decisions in response to requests, subject to procedures and Curo's scheme of delegations.

3. Definitions

- 3.1 The terms used in this policy have the following meanings:

Assignment means the transfer of the rights and obligations of a tenancy by the tenant to another person. Usually this can be done without a new agreement; where this is not the case we will achieve the same objective through a new agreement. An exchange, when two or more tenants exchange properties, is usually carried out by assignment.

Lodger means someone who is allowed to use part or parts of a property but does not have exclusive use of those parts. Determining whether someone is a lodger or a sub-tenant will depend on the extent to which they have control over the rooms or facilities they occupy.

Sub-letting means giving exclusive use of part, or all, of a property to someone else, usually in return for a rent. Sub-letting the whole of the property means parting with exclusive possession of the whole property.

Succession means the transfer of the rights and obligations of a tenancy to another person (usually a family member) following the death of the original tenant. Succession occurs only following a death.

4. Principles

- 4.1 Where our discretion to approve is referred to in a tenancy or lease then we will give approval, unless we can demonstrate that to do so would be detrimental to the property, the neighbourhood or our ability to manage, or that the proposal is unfair or unsafe.
- 4.2 Where the discretion is not referred to then we will approve only where there is a positive reason for doing so.
- 4.3 If a resident has rent arrears and is asking for our consent to do something that will cost them money, we may refuse their request until they have a clear account.
- 4.4 It is often appropriate to adopt different responses for different tenures, and we refer to any specific clauses in tenancy agreements.

- 4.5 Where the request relates to the occupation of a rented property, we will not allow significant under-occupation to ensure our homes are appropriately used to meet the demands of social housing. 'Significant' means under-occupation of at least one bedroom. ~~An exception to this is where a customer is downsizing. In these circumstances we will only allow under-occupation of one bedroom.~~ Where a customer is downsizing, we may, at our discretion, allow under-occupation of no more than one bedroom.
- 4.6 A second living room will be counted as a bedroom for the purpose of calculating bedroom need.
- 4.7 We will at our discretion allow under-occupation where it would cause significant harm not to allow, such as fleeing violence or disability.
- 4.8 For mutual exchange approvals this is consistent with statutory grounds for refusal.
- 4.9 We will allow under-occupation of one bedroom where approval has been granted for contractual succession to a family member.
- 4.10 We will give appropriate advice about the implications in relation to benefit assessment.
- 4.11 Where we do not approve a request we will explain why.
- 4.12 We may charge a fee for providing consent where there is a significant cost involved and where this is appropriate.

5. Application

5.1 Succession

- 5.1.1 We will approve requests for succession:
- a) in accordance with statutory rights
 - b) in accordance with contractual rights for family members as set out in tenancy agreements.
- 5.1.2 We will ensure that colleagues have clear guidance which enables delivery of these principles.
- 5.1.3 Where the circumstances for succession exist, but the legal/contractual rights do not, we may grant a further (discretionary) succession if failure to do so would cause significant harm.
- 5.1.4 If a succession request is refused we will look to respond sympathetically to the applicant's situation and give them reasonable time to find themselves a new home.

5.1.5 We will not grant succession in other circumstances.

5.2 Assignment/exchange

5.2.1 We will encourage Mutual exchanges as a means of enabling mobility for tenants.

5.2.2 ~~We will refuse approval only where:~~

~~—either party is in breach of a condition of tenancy, or is unwilling to accept the terms of the tenancy to be assigned to them;~~

~~—where the property requires works/repairs for which the tenant is responsible or;~~

~~—there are demonstrable management reasons for doing so.~~

In addition to clause 5.2.4 we will also refuse an approval if there is a breach of a tenancy condition or where there is a risk that the tenancy cannot be sustained by any party involved in the application.

5.2.3 We will provide colleagues with clear guidance on statutory and non-statutory rights, on reasonable grounds for refusal, and on the appropriate processes for assignment.

5.2.4 ~~We will use both grounds in the Housing Act 1985 and the Localism Act 2011 when making a decision.~~
When assessing an application and making a decision we will use both the statutory grounds for refusal in the Housing Act 1985 and the Localism Act 2011. We will apply clause 4.5 above when assessing bedroom need.

5.2.5 We will not normally approve assignments of tenancies other than exchanges: however, where such an assignment is included in the tenancy agreement we will consider giving consent for this only if it will prevent homelessness

5.2.6 Where leases require our consent this is either a formality or protects our rights to recover funds or nominate occupiers. We will not withhold consent unreasonably.

5.3 Changes from joint tenancy to sole tenancy and vice versa

5.3.1 We recognise that both tenancies and leases are contracts which require the consent of all parties to amend. When considering a change to or from a joint tenancy, the consent of both parties is required. In exceptional circumstances we may consider that consent to be implied.

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5.3.2 Wherever possible we will effect tenancy changes by assignment: where this is not possible a new tenancy will be granted, subject to local lettings or Curo Choice - based lettings (CBL) requirements

5.3.3 With the agreement of both parties, or in accordance with a Court order, we will change joint tenancies into a sole tenancy. If arrears are outstanding then we may make approval of the assignment subject to an arrangement to clear the debt.

5.3.4 If one party to a joint tenancy gives notice – which terminates the joint tenancy – where arrears are outstanding then we may decline to grant a new sole tenancy.

5.3.5 Following marriage or civil partnership we will add a spouse or civil partner to an existing agreement. At our discretion we may add partners in a long-term relationship with the sole tenant. We will not add other family members to a tenancy agreement.

5.4 Pets

5.4.1 We recognise the benefits that pet ownership brings to many people and we will allow tenants and leaseholders to keep pets unless there are compelling reasons otherwise (e.g. our own lease prohibits pets), or where covenants restrict pets.

5.4.2 We will not approve the keeping of non-domestic animals (except where there are statutory rights to do so) or dog breeds defined by legislation as dangerous.

5.4.3 We will limit approval in flats and maisonettes without gardens to one pet.

5.4.4 Any approval may be withdrawn if the owner fails to reasonably control the pet and a nuisance is caused as a result. Where approval has been withdrawn we may withhold consent for pets in the future.

5.5 Subletting

5.5.1 We will give consent to lodgers when asked, subject only to ensuring that this will not cause overcrowding. We will ask for details, but recognise that there is sometimes no requirement to provide this.

5.5.2 We will usually approve the sub-letting of part of a property, provided that the extent of the sub-letting is clear and properly managed and that details of the tenant are provided. We recognise that in some circumstances we are unable to withhold consent.

5.5.3 The only circumstances in which we will approve the sub-letting of the whole of a property are;

a) a leasehold property where the owner owns 100% of the equity;

- b) a leasehold property where the owner owns less than 100% and we are satisfied that to refuse would cause hardship or result in the repossession of the home. Where we give approval, it will be for a specific, limited, period of time and subject to any reasonable provisions to protect public investment and its status as affordable housing (e.g. the amount of rent that can be charged may be specified).

We will consider sympathetically requests from tenants who have a short term (up to six months) need to be away from home for employment or other urgent reasons. We will not approve formal sub-letting (except for homes without public subsidy) because this would breach the conditions for the letting of publicly funded homes. However, we will seek to agree an appropriate alternative with the tenant.

- 5.5.4 Where our consent is required, and given, it will be subject to reasonable conditions relating to the management of the sub-tenancy, including the behaviour of the sub-tenant.

5.6 Running a business

- 5.6.1 We will grant consent to run a business from a property only where:

- a) any necessary planning consents have been obtained;
- b) we are satisfied that the business will not cause a nuisance to neighbours or adversely affect the neighbourhood.

- 5.7 Homeowners: in addition to the above, the following consent requests relate solely to homeowners:

- 5.7.1 Charges: we will not grant consent for registered charges to take precedence over any charges in Curo's name, unless it is clear that withholding consent will result in homelessness.

6 Procedures

- 6.1 The following procedures support the delivery of this policy:

- Succession procedure
- Mutual exchange procedure
- Variation of tenancy procedures
- Consent procedures

7 Consultation and monitoring

- 7.1 We will involve customers through our emerging engagement forums in the delivery and review of this policy.