



**Drumchapel
Housing**
Co-operative Limited

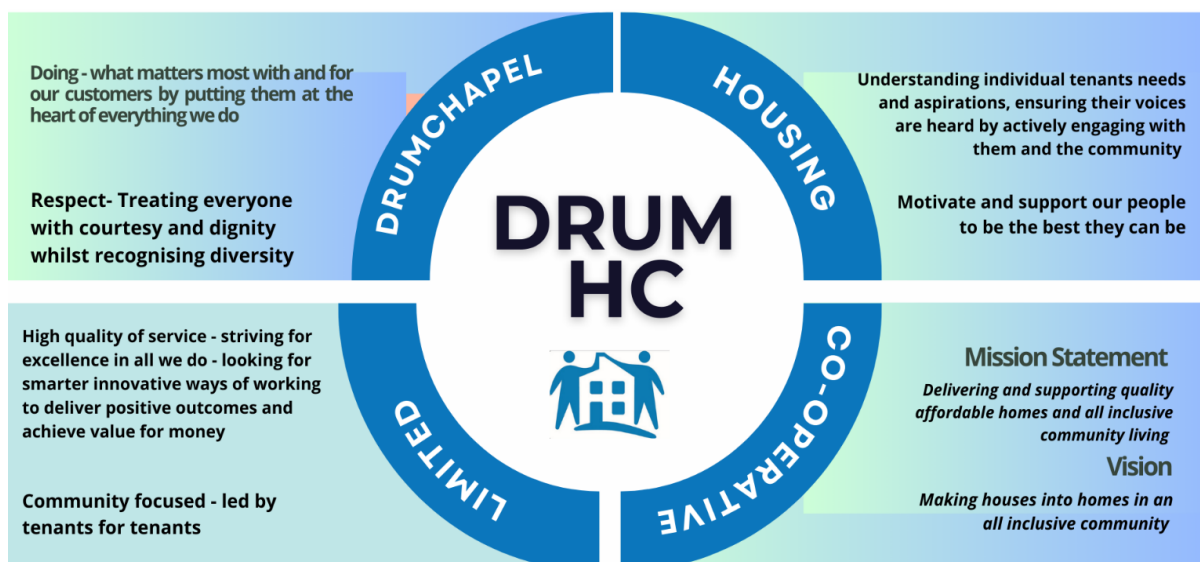
Tenancy Changes Policy

This document is available in a range of accessible formats, including large print and audio. It can also be translated into other languages, where appropriate.

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Equality and Human Rights Statement

Drumchapel Housing Co-operative are committed to ensuring people or communities do not face discrimination or social exclusion due to any of the following protected characteristics: age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion and belief; sex or sexual orientation. This document complies with our Equality and Human Rights Policy.

Accessibility

We are committed to ensuring our policies and documents are accessible to everyone. If you require this document in an alternative format, or need support to access its contents, please contact the office and reasonable adjustments will be made.

Privacy Statement

Drumchapel Housing Co-operative's Data Protection Policy outlines how the organisation lawfully, fairly, and securely manages personal data in line with UK GDPR, the Data Protection Act 2018, the UK Data Use and Access Act 2025, and PECR. It sets out responsibilities for staff and management, requirements for accurate and minimal data collection, rules on data sharing and processor oversight, procedures for managing data breaches, and the rights of individuals over their personal information. The policy emphasises security, accountability, data protection by design, regular training, and ongoing monitoring to ensure continued compliance.

1. Introduction

- 1.1 This policy sets out Drumchapel Housing Co-operative's approach to managing tenancy changes while complying with all relevant legal and regulatory requirements. The Co-operative is committed to ensuring that tenants understand what the various types of tenancy changes, what the implications are for their tenancy, and the rights and responsibilities associated with them.
- 1.2 The Co-operative will aim to ensure that in the implementation of this policy, no individual or group is treated unfairly or discriminated against on the grounds of age, disability, sex, sexual orientation, gender reassignment, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

2. Policy Objectives

- 2.1 The purpose of this policy is to set out the Co-operative's approach to managing tenancy changes and to provide guidance on the following:
 - Tenancy Agreements
 - Joint Tenancies
 - Successions
 - Assignations
 - Abandoned Tenancies
 - Mutual Exchanges
 - Subletting/Lodger
 - Voluntary Changes to a Tenancy

3. Legislative and Regulatory Framework

- 3.1 In implementing this Tenancy Changes policy will comply with the following legislation (list is not exhaustive):
 - Housing (Scotland) Act 2001, 2010, 2014 and 2025
 - Matrimonial Homes (Family Protection) (Scotland) Act 1981
 - UK GDPR and Data Protection Act 2018
 - Freedom of Information (Scotland) Act 2002
 - Human Rights Act 1998
 - Disability Discrimination Act 1995
 - Sex Discrimination Act 1975
 - The Equality Act 2010

In the event that there is any conflict between this policy and the applicable legislation the applicable legislation at any given time will prevail over the terms of this policy.

- 3.2 In terms of the Scottish Social Housing Charter (SSHC), the Scottish Housing Regulator (SHR) has identified key indicators relevant to this policy where they will measure landlord performance –

Outcome 1 – Equalities

Social landlords perform all aspects of their housing services so that they support the right to adequate housing and every tenant and other customer has their individual needs and rights recognised, is treated fairly and with respect, and receives fair access to.

Outcome 2 – Communication

Social landlords should manage their business so that tenants and other customer find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.

Outcome 7/8/9 – Housing Options

Social landlords work together to ensure that people looking for housing get information that helps them make informed choices and decisions about the range of housing options available to them and, tenants and people on housing lists can review their housing options.

Social landlords have a role to prevent homelessness and should ensure that people at risk of losing their homes get advice and information on preventing homelessness.

4. Tenancy Agreements

- 4.1 In most circumstances, the Co-operative will offer all tenants a Model Scottish Secure Tenancy (SST) - a tenancy as defined by section 11 of the Housing (Scotland) Act 2001, however in some circumstances, we may be offering an Occupancy Agreement (OA) or Short Secure Tenancy Agreement (SSST).
- 4.2 The Housing (Scotland) Act allows the Co-operative to issue a Short Scottish Secure Tenancy (SSST) to new tenants in the following circumstances:
- a) where there is evidence that the new tenant, a member of their household or a visitor has been involved in anti-social behaviour in or near their home within the last three years; or
 - b) where a new tenant has been evicted from a previous tenancy for anti-social behaviour or subject to an Anti-Social Behaviour Order (ASBO) within the last three years; or
 - c) where a new tenant has been evicted from a previous tenancy with the Co-operative or with a previous landlord; or
 - b) in response to a request by another landlord or partner agency to provide short term emergency accommodation; or
 - c) to homeowners where the home is to be let on a temporary basis pending the making of arrangements in relation a tenatable property owned by the person to allow their housing needs to be met

- 4.3 In the case of 4.2(a) above, the Short Scottish Secure Tenancy would be converted to a Scottish Secure Tenancy provided the tenant, if evicted for rent arrears, had repaid the debt, or, if evicted for breach of any other clause in the tenancy agreement, had demonstrated that such breach was unlikely to be repeated.
- 4.4 The Co-operative can convert a Scottish Secure Tenancy to a Short Scottish Secure Tenancy by serving a notice on the tenant in terms of Section 35 of the Housing (Scotland) Act 2001 where there has been an anti-social behaviour order or anti-social behaviour in the three years before the notice is served. The tenancy will convert back to an SST unless the required notice is served on the tenancy to end.
- 4.5 The Co-operative will also consider offering Occupancy Agreements to the occupants of multiple occupation supported accommodation in partnership with other support agencies in providing support.
- 4.6 The Co-operative, by virtue of Fully Mutual Status, does not offer the Right to Buy or the transfer of preserved Right to Buy which was abolished in the Housing (Scotland) Act 2014.

5. Joint Tenancies

- 5.1 Under a Scottish Secure Tenancy, a tenant can apply in writing to for a household member(s) to become a joint tenant, this needs our consent as the landlord. Section 12(1) of the 2014 Act made the following changes:
- the proposed joint tenant must have lived at the property as their only or principal home for the **12 months before** they apply to become a joint tenant; and
 - the 12-month period cannot begin unless the Co-operative have been told that the person is living in the property as their only or principal home and have had permission, in writing, by the Co-operative.
- 5.2 We may refuse an application for a joint tenancy if the proposed joint tenant has had legal action taken against them for anti-social behaviour or substantial rent arrears.
- 5.3 In the case of joint applicants, their joint and several liability under the tenancy agreement will be explained.
- 5.4 The termination of a joint tenancy can bring the joint tenant's interest to an end by giving the Co-operative 4 weeks-notice and each of the other joint tenant(s) under the tenancy. The tenancy will not end, and the Co-operative will then notify all parties to the changes in the joint tenancy.
- 5.5 If a joint tenant abandons the tenancy and the other joint tenant(s) remain in the property, the Co-operative must serve on the abandoned joint tenant a Notice of Abandonment in order to bring the abandoning joint tenant's liability

in the house to an end.

- 5.6 We will not insist on joint tenancies at the start of a new tenancy, this decision will be that of the prospective tenant and will normally be determined by the prospective tenant's details on their housing application form. All couples or partners will have the options provided and they will choose if they require a joint tenancy with single applicants being offered sole tenancies.

6. Succession

- 6.1 Section 49 of the Housing (Scotland) 2025 Act changed some of the rules around when certain people can succeed (take over) a Scottish Secure Tenancy on the death of the tenant. To ensure rights to succession are protected, the person wishing to succeed the tenancy must have resided in the tenancy throughout the period of 6 months ending with the tenant's death (previously 12 months). They must have had permission from the Co-operative, in writing, to reside in the property. There are restrictions on the right to succeed if the tenancy relates to a specially adapted house. All applicants for succession must be at least 16 years old.

6.2 **Your spouse, civil partner or co-habitee (unmarried partners)**

Section 49 of the 2025 Act changes to the rules on succession for unmarried partners:

- the house must have been the unmarried partner's only or principal home for 6 months before they qualify to succeed to the tenancy; and
- the 6-month period cannot begin unless we have been told that the individual is living in the property as their only or principal home and they have had permission, in writing, by the Co-operative. We must have been told that by you, a joint tenant, or the person who wishes to succeed to the tenancy.

6.3 **Family members**

Section 49 of the 2025 Act makes changes to the rules on succession for family members:

- the house must have been the family member's only or principal home for 6 months before they qualify to succeed to the tenancy, and
- the 6-month period cannot begin unless the Co-operative have been told that the family member is living in the property as their only or principal home and they have had permission, in writing, by the Co-operative. The Co-operative must have been told by the tenant, a joint tenant, or the person who wishes to succeed to the tenancy.

6.4 **Carers**

Section 49 of the 2025 Act make changes to the rules on succession for carers:

- the house must have been the carer's only or principal home for 6 months before they qualify to succeed to the tenancy; and
- the 6-month period cannot begin unless we have been told that the carer is living in the property as their only or principal home and they have had permission, in writing, by the Co-operative. We must have been told that by the tenants, a joint tenant, or the carer.

6.5 The tenancy can only be inherited twice under the provisions noted above. If the tenancy has already been inherited twice, the third death will normally end the tenancy. This will not happen if there is a surviving joint tenant whose Scottish secure tenancy will continue. However, if there is still a person in the house who would otherwise qualify to inherit the tenancy under the above paragraphs, the tenancy will continue for up to 6 months after the last death. The tenancy will not be a Scottish secure tenancy for that period and may be offered a Short Scottish Secure Tenancy by the Co-operative to enable the qualified person to continue to occupy the house for the period of six months. The person is liable to pay rent that becomes due after the tenant's death for the rental period in which they occupy the house.

6.6 All claims to succeed to a tenancy must be made in writing within four weeks of the tenant's death with the qualifying person must also apply for membership and be accepted as a member of the Co-operative within a four week period of the tenant's death or notification of right to succeed. If the qualifying person fails to do so or the Co-operative refuses the application for membership, the person will be treated as having declined the tenancy at the time of the tenant's death. It will be open to the Co-operative, on cause shown, to at their discretion extend the four week period. The Co-operative's discretion will be exercised reasonably in this respect

The tenancy shall not be capable of being bequeathed, or willed, on the death of the tenant or successor.

6.7 Succession rights for supported accommodation, designed or specially adapted for occupation by a person whose special needs require accommodation of the kind provided by the house are restricted to spouse, civil partner, co-habitee, or same sex partner and joint tenants only.

6.8 A qualified person who is entitled to succession to tenancy may decline the tenancy by giving the Co-operative notice in writing within 4 weeks of the tenant's death.

6.9 Where there is a qualified person and that person declines the tenancy, the tenancy shall pass to any other qualified person in the order of succession rights as outlined in the Scottish Secure Tenancy Agreement Part 7. They must vacate the house within 6 months of the date of the notice declining the tenancy. The person is liable to pay violent profits in a sum equivalent to the rent that was paid by the tenant, after the tenant's death for the period in which they occupy the house.

6.10 Where an applicant does not qualify for succession to the tenancy, written notification will be issued to both the applicant and the next of kin if applicable, detailing:

- The reason they do not qualify.
- The tenancy end date.
- To request that the house is cleared of furniture and personal belongings within 14 days or with the prior agreement of the Co-operative.

In the circumstances where there is doubt as to whether the successor qualifies or not, the onus will be on the successor to establish proof. The successor has a right of appeal against any decision refusing succession, to the Sheriff Court. The appeal must be applied for within 21 days of the date of intimation of the Co-operative's decision.

7. Abandoned Tenancies

7.1 If the Co-operative has reasonable grounds for believing that a tenancy has been abandoned, certain checks should be made to establish that the house is unoccupied and that the tenant does not intend to occupy the house as their principal home. The checks which are most appropriate will be determined by the individual circumstances of each case.

7.2 A First Notice of Abandonment will be served giving at least 4 weeks' notice that we believe that the tenancy has been abandoned.

If, at the end of that period, we have not had any response to the First Notice of Abandonment, we will serve a Final Notice of Abandonment to end the tenancy.

Once the Co-operative is in legal possession of the property, the locks will be changed; an inventory taken of any personal belongings left and photographs taken to verify what has been left, including of any significant damage to the property.

7.3 If upon inspection of the abandoned property it is found that the tenant has left household items and/or personal belongings within the house:

- If in the opinion of the two inspecting officers, the property left is deemed of value, the property will be stored for a maximum of 6 months and will be released to tenant on payment of any money owed e.g. cost of transport, storage costs etc.
- If in the opinion of the two inspecting officers the property is deemed of insufficient value i.e. the cost of transport, storage along with rent arrears are greater than the value of the property, the Co-operative will arrange for its' disposal.

7.4 Tenants have the right to make application to the Sheriff against repossession within six months.

8. Mutual Exchanges

- 8.1 A mutual exchange takes place where two or more tenants agree to exchange houses with each other. The Co-operative permits mutual exchanges between its own tenants and tenants of other RSL's subject to certain terms and conditions.

A mutual exchange can:

- assist's a tenant's mobility
- encourage the most effective and efficient use of the Co-operative's stock
- ensure equal access to mobility opportunities for tenants
- encourage and assist positively to the demand for moves within the social rented sector.

- 8.2 The Co-operative may permit mutual exchanges subject to the following terms and conditions:

- The tenant(s) have been resident in their current properties for a minimum of one year, unless they have been required to move by the Co-operative.
- Agreement to the exchange must have full written consent and approval of the appropriate landlords before taking place.
- Any incoming tenant to the Co-operative through the mutual exchange route would be offered a Scottish Secure Tenancy Agreement.
- The Co-operative will satisfy itself that the tenants have a valid reason for wishing to move and that both parties have conducted their tenancies in a satisfactory manner. The relevant checks will also be made that neither party is in rent arrears and that satisfactory rent accounts have been maintained and neither of the parties have been or are currently subject to anti-social behaviour orders or breaches of their tenancy conditions.
- An exchange will only be considered where the households are appropriate to the family complement and size of houses exchanged. There will be no overcrowding permitted. Under occupation may be considered to the standard of one person less than the intended occupancy.
- For the purposes of defining occupancy standards, the criteria outlined in the Allocations Policy will be used (see Appendix 1 - Occupancy Guidelines).
- The exchange will not incur any costs to the Co-operative other than any statutory checks and both parties accept the property as seen.
- That the outgoing tenant leaves the property in a satisfactory decorative condition and without any outstanding repairs that are the tenant's responsibility, unless there are extenuating circumstances such as old age or infirmity.

- The incoming tenant will be required to become a member of the Co-operative and complete a Share Application and payment of the share fee prior to signing the tenancy agreement.

8.3 Permission to exchange will **not normally be granted** in the following circumstances:

- a) Where the dwelling is designed to make it suitable or has been adapted for a physically disabled person and if the exchange took place, no such person would be living in the house.
- b) The dwelling is one of a group that has been let to persons with special needs, and a special care facility is provided close by in order to assist the tenant and if such an exchange took place, there would be no person with special needs living in the dwelling.
- c) Where an order for recovery of possession of the property has been made against the tenants or a Notice of Proceedings has been served on the tenant and is still live.
- d) No exchange should be agreed for incoming tenants whose home has been provided by their landlord in connection with the tenant's employment.
- e) If the exchange would lead to overcrowding.
- f) Is not suitable to the needs of the tenant and their family.
- g) The accommodation is substantially larger than required by the tenant and their family.
- h) Either tenant has outstanding arrears or there have been other breaches of tenancy by either tenant in the past two years.

9. Assignations

9.1 Tenants can request to assign their tenancy. Assignment (passing the tenancy to someone else) needs our consent as the landlord. Section 12(2) of the 2014 Act made the following changes:

- the house must have been the tenants only or principal home during the 12 months immediately before they apply for written permission to assign the tenancy to someone else; and
- the person that they wish to assign the tenancy to must have lived at the property as their only or principal home for the 12 months before the application. The 12-month period cannot begin unless the Co-operative has been told that the person has been living in the property as their only or principal home and they have had permission, in writing, by the Co-

operative.

- 9.2 Assignment of tenancy involves the transfer of the rights and responsibilities which are held by the original tenant (the assignor) to another individual (the assignee). Assignment can only take place where a tenant intends to leave the household and the assignee becomes a member of the Co-operative.
- 9.3 Where assignment is approved, the new tenant acquires the rights and obligations of the previous tenant from the date the assignment of the tenancy is granted.
- 9.4 The Co-operative will not unreasonably withhold its consent to assignment requests but will consider such requests for assignment of a tenancy provided the conditions clause 14 are met, subject to the following criteria:
- a) The assignment must have formal written consent of the Co-operative.
 - b) The original tenant will leave the household.
 - c) In the event of a marital breakdown where the departing spouse/co-habitee provides written agreement to an assignment in favour of the remaining spouse/civil partner/co-habitee; or
 - d) As defined by the Housing (Scotland) Act 2001 on non-agreement of a departing spouse/civil partner/co-habitee who has abandoned the tenancy.
 - e) In the case of a joint tenancy where one of the parties wishes to relinquish the tenancy in favour of the remaining tenant.
 - f) The proposed tenant is over 16 years of age.
 - g) The proposed tenancy does not constitute a contrived tenancy under the housing benefit regulations.
 - h) Where the tenant is leaving the area and wishes to assign the tenancy to a son or daughter over the age of 16 years who have been living in the property and require to remain in the area to continue employment.
- 9.5 The new tenant (assignee) will acquire the rights and obligations of the previous tenant by a written assignment document referring to the original tenancy agreement and will also include any outstanding rent arrears which have been due by the assignor and are the subject of a Notice under Section 14 (2) of the Housing (Scotland) Act 2001. The Assignment Document will then be attached to the Assignor's Tenancy Agreement and held in the original file.
- 9.6 The Co-operative will ensure the assignee is fully aware of their rights and obligations of the tenancy before permission for the assignment is granted.
- 9.7 The Co-operative maintains an open housing register and will aim to ensure that applicants on the housing register will not be compromised and will not

normally consent to assignments other than those mentioned above.

9.8 Reasons for which an application for assignment may be refused are not exhaustive. However, some of the reasonable grounds are as follows

- An assignment can only be considered where the house has been the assignee's only or principal home throughout the period of 12 months prior to the date of the application. The 12-month period will only begin to run from the date the Drumchapel Housing Co-operative has granted the assignee permission in writing.
- Where an order for recovery of possession has been made against the tenant or a Notice of Proceedings has been raised against the tenant and is live.
- Where the assignment would lead to overcrowding.
- Where the assignment would not make appropriate use of the house and the purpose for which it had been designed or adapted.
- Where the applicant would not be given priority under the Allocations Policy.
- Where granting the assignment would lead to under occupation.

9.9 The Co-operative aims to respond formally to consent or refusal of applications for assignment within 28 days of receipt of application. The Co-operative will not unreasonably withhold consent. An assignee acquires the rights and obligations of the previous tenant.

9.10 The Co-operative's policy is not to permit assignments other than those detailed above as it is unfair to a qualified applicant on the housing register to be denied the opportunity of rehousing because an outgoing tenant has nominated his or her own choice of assignee. In exceptional circumstances, the granting of an assignment to an individual other than a spouse, civil partner or co-habitee will be at the discretion of the Senior Housing Officer and approval of the Management Board.

9.11 There may be an occasion when it is felt that refusal to permit an assignment is exceedingly harsh and would result in homelessness for the proposed assignee. In such cases, the Senior Housing Officer may wish to consider granting permission for the assignment or the granting of rehousing via the Co-operative's Choice Based Lettings Policy.

10. Voluntary Changes to a Tenancy

10.1 A voluntary change in tenancy occurs where a tenant wishes to relinquish the rights and responsibilities of their tenancy to another household member. In a voluntary transfer, the original tenant does not leave the household.

10.2 The Co-operative has responsibility for the sensitive management of the

housing stock and fairness towards the housing need of housing register applicants and in some circumstances, conflict of interest may arise. In granting a voluntary change in tenancy, care must be taken that housing applicants are not being unfairly treated or disadvantaged by the deliberate removal of a property from the lettings pool. This will need to be balanced with the needs of our tenant members who also must not be disadvantaged.

10.3 The Co-operative will consider requests for a voluntary transfer of a tenancy from a spouse, civil partner, co-habitee or joint tenant. Voluntary changes in tenancy, other than from spouse to spouse, civil partner or co-habitee will be individually considered, bearing in mind the circumstances of the case and the appropriateness, or otherwise, of the provisions of the occupancy rights under the Matrimonial Homes Act and the Requirements of the Housing (Scotland) Act 2001.

10.4 The Co-operative, in considering a voluntary change of tenancy, will aim to ensure that housing applicants on the housing register are not compromised. The circumstances where a voluntary change of tenancy may occur are listed below. This list is not in order of priority or exhaustive:

- transfer of a tenancy to an adult child will not normally be considered as they would normally succeed to the tenancy; if this is requested, the dangers of an adult child evicting the original tenant will be explained.
- transfer of tenancy from spouse, civil partner or co-habitee to spouse, civil partner or co-habitee e.g. where a spouse, civil partner or co-habitee is hospitalised or imprisoned or unable for health reasons to sustain the tenancy.
- transfer of a tenancy to another member of the household e.g. where the tenant loses the ability to manage their own affairs.

10.5 Applications in respect of a voluntary change in tenancy are individually considered, with approval of the tenancy change at the discretion of the Senior Housing Officer and thereafter approval of the Management Board. The Co-operative aims to formally respond to consent or refusal of an application for a voluntary change in tenancy within 28 days of receipt of the application.

11. Subletting/Lodger

11.1 Tenants can apply to sublet all or part the tenancy which requires consent from the Co-operative. Section 12 (2) of the Housing (Scotland) Act 2014 requires that that applicant must:

- Have been the tenant of the property throughout the 12 months immediately before applying for written permission to sublet the home, or
- If they have 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 they were living there prior to the start of those 12 months.

- Any request to sub-let must be put in writing to the Co-operative setting out the details of who will be remaining in the home and the proposed charges including any deposit to be paid. The tenancy will remain in the name of the tenant and the person sub-letting cannot succeed to the tenancy.

11.2 The Co-operative will not unreasonably refuse permission for subletting or a request for taking in a lodger. Written permission must be obtained by the tenant or joint tenants requesting to either sublet the property or take in a lodger. The tenant or joint tenants must have occupied the property as their only or principal home throughout the period of 12 months ending with the date of the application to the Co-operative for consent to sublet or take in a lodger.

11.3 The subtenant or lodger will be deemed as a qualifying occupier.

11.4 That the subtenant or lodger becomes a member of the Co-operative.

11.5 The Co-operative will refuse consent to subletting or the request for a lodger on the following grounds:

- An order for Recovery of Possession of the property may be made against the tenant.
- If the Co-operative suspects that a payment is being made to the tenant in regard to rent or a payment given as a security for a subtenant obligation in regard to utilities supply or other domestic supplies has been received by the tenant in consideration of the subletting or lodger.
- If the consent would lead to overcrowding.
- The Co-operative intends to carry out works that would affect the accommodation likely to be used by the subtenant or lodger.

12. Monitoring and Reporting

12.1 The Co-operative will record and monitor on a regular basis to ensure we are complying with our policy and report any relevant information to the Management Board.

13. Policy Review

13.1 The Co-operative will review this policy every three years unless amendment is required sooner due to a change in statutory guidance, regulatory standards, good practice or organisational learning (lack of review will not cause the policy to lapse).

14. Complaints

- 14.1 If tenant or service user is dissatisfied with the level of service they have received in relation to this policy, a complaint should be made to the Co-operative who will respond in accordance with the Complaints Procedure. Should the tenant or service user remain dissatisfied having exhausted the organisation's internal complaints procedures, they can raise a complaint to the Scottish Public Services Ombudsman (SPSO).

15. Equality and Diversity

- 15.1 Our core values include providing a fair and equal service for all service users and we will ensure that in applying this policy we will not discriminate against any individual, household or group on any of the grounds detailed in our Equality and Human Rights Policy.

The following are some examples of how we will achieve this:

- Publication of the policy in alternative formats and different languages, on request (with any reasonable costs borne by the Co-operative).
- Providing interpreting service on request.
- Consulting with national bodies, as required, to promote good practice.

16. GDPR

- 16.1 The Co-operative will gather and use certain information about individuals in accordance with UK GDPR and DPA 2018. Staff members have a responsibility to ensure compliance with the terms of the privacy policy and to collect, handle and store personal information in accordance with relevant legislation. The Fair Processing Notice (FPN) details how personal data is held and processed.

Tenancy Changes Policy

Drumchapel Housing Co-operative Equality Impact Assessment



Name of the policy/proposal to be assessed	Tenancy Changes Policy	Is this a new policy/proposal or a revision ?	Revision
Person(s) responsible for the assessment	Marisa Gioiella – Senior Housing Officer		
Our policy has taken account of Article 6 of the Human Rights Act	This article highlights that “People have the right to a fair trial”. The Co-operative will therefore ensure it makes reasonable adjustments to how they communicate with tenants, and others, when developing policies/delivering services which could result in legal action being taken. In particular, the Co-operative will seek to reduce barriers tenants, and other customers, from specific groups might encounter if they are subject to legal action (i.e. ensuring someone with ‘additional support needs’ understands the legal processes and/or the Co-operative work through any third parties or mediators that person works with, if legal action is initiated to someone with English as a second language the Co-operative will ensure they are provided with access to appropriate translation support, etc.). In addition, if someone was appealing against an allocation decision, required access to additional support (i.e. access to translators, assistance with completing forms, sign-posting to support groups, etc.) then the Co-operative would provide all reasonable assistance.		
Our policy has taken account of Article 8 of the Human Rights Act	This Article highlights people’s “Right to respect for private life, family life and the home.” The Co-operative will seek to ensure policies deal effectively with anti-social issues, noise pollution, neighbour disputes, etc., and policies will avoid exacerbating any issues.		
Our policy has taken account of Article 14 of the Human Rights Act	This article highlights the “Prohibition of Discrimination” in any areas of the Co-operative’s work. The Co-operative will seek to ensure its policies and decisions are based on the merits of each case and nothing to do with a protected characteristic. The only exception would be a policy / service designed to help a particular group i.e. sheltered housing, caretaker service (designed particularly to benefit the elderly and disabled).		

Tenancy Changes Policy

1. Briefly describe the aims, objectives and purpose of the policy/proposal	The aims and objectives of this policy are to ensure: - the Co-operative manages properties in accordance with the relevant legal and regulatory requirements, the terms of tenancy agreements and recognised good practice. - tenants understand what the various types of tenancy changes, what the implications may have for their tenancy, and the rights and responsibilities associated with them.
2. Who is intended to benefit from the policy/ proposal? <i>(e.g. applicants, tenants, staff, contractors)</i>	Staff, tenants, Management Board members and any other stakeholders.
3. What outcomes are wanted from this policy/ proposal? <i>(e.g. the benefits to customers)</i>	To ensure our tenants understand what the various tenancy changes are, the implications of these changes, and their rights and responsibilities, while ensuring the Co-operative complies with all relevant legal and regulatory requirements.
4. Which protected characteristics could be affected by the proposal? <i>(tick all that apply)</i> ☐ Age ☒ Disability ☐ Marriage & Civil Partnership ☐ Pregnancy/Maternity ☒ Race ☐ Religion or Belief ☐ Gender ☐ Gender Reassignment ☐ Sexual Orientation	
5. If the policy/proposal is not relevant to any of the protected characteristics listed in part 4, state why and end the process here. There are protected characteristics relevant to this policy.	

Tenancy Changes Policy

6. Describe the likely positive or negative impact(s) the policy/proposal could have on the groups identified in part 4.	Positive impact(s)	Negative impact(s)
	Disability The Co-operative ensures alternative formats are available on request, staff are trained to identify communication needs, and accessible communication methods are routinely offered. Race To mitigate this impact, information should be available in alternative languages where appropriate, with access to interpreting and translation services to ensure equitable access to advice and support.	Disability Individuals with disabilities who require information in alternative communication formats (such as large print, Braille, audio, or translated) may experience barriers in accessing housing information and services if these formats are not readily available. This could reduce their ability to understand their housing options, make informed decisions, and access support on an equal basis with others. Race Individuals whose first language is not English may experience barriers in accessing housing advice and support due to language differences. This may affect their ability to understand the information provided, communicate their needs, and make informed decisions.
7. What actions are required to address the impacts arising from this assessment? <i>(This might include; collecting additional data, putting monitoring in place, specific actions to mitigate negative impacts).</i>	• The Co-operative collects as much information from prospective tenants and existing tenants in relation to communication preferences and any support needs to help ensure information and services are accessible. • The policy will be made available in alternative formats on request, including Braille, large print, and other accessible formats where required. • Professional interpreting and translation services will be made available on request to ensure that language is not a barrier to accessing information, advice or understanding tenancy changes.	

Signed: Marisa Gioiella Job Title: Senior Housing Officer

Date the Equality Impact Assessment was carried out: 15/7/26