



HOUSING MANAGEMENT
TENANCY POLICY
June 2026
June 2029

Policy:	Joint Tenancy Policy
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Compliant with the Scottish Social Housing Charter:	Charter Outcome Ref No 1: Equalities Social Landlords perform all aspects of their housing service so that: "every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services". Charter Outcome Ref No 2: Communication Social landlords manage their businesses so that: "tenants and other customers 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." Charter Outcome Ref No 11: Tenancy Sustainment Social Landlords make sure that: "Tenants get the information they need on how to obtain support to remain in their home and ensure suitable support is available, including services provided directly by the landlord and by other organisations"
Compliant with New Regulatory Framework:	Regulatory Standards of Governance and Financial Management: Standards 3, 4 & 7
Compliant with Connected Communities/Customer Involvement Strategy	Yes
Compliant with Equalities and Diversity:	Equalities Impact Assessment completed.
Compliant with Business Plan:	Responsive Services,
Date Approved:	June 2026
Date for Review :	June 2031
Responsible Officer:	Director of Housing

1. PURPOSE

This policy sets out Paisley Housing Association's "The Association's" approach to creating, ending, and varying joint tenancies for tenants holding a **Scottish Secure Tenancy (SST)**. It ensures decisions are consistent, lawful, and transparent while maintaining tenancy sustainment and effective housing management.

2. SCOPE

This Policy applies to all tenants holding a Scottish Secure Tenancy (SST) request to:

- Add a joint tenant (single to joint tenancy)
- Remove a joint tenant (joint to single tenancy)

3. LEGAL FRAMEWORK

This policy is informed by:

- The Housing (Scotland) Act 2001,
- Housing (Scotland) Act 2014
- Equalities Act 2010
- Data Protection Act 1998, General Data Protection Regulation 2016

4. DEFINITIONS

The following definitions are relevant to this policy:

- **SST**: A permanent tenancy with strong security of tenure.
- **Joint Tenancy**: A tenancy held by two or more people who share equal rights and responsibilities.
- **Sole Tenancy**: A tenancy held by one individual.
- **Assignment**: Transfer of tenancy rights to another person.

5. GENERAL PRINCIPLES

All tenants in a joint tenancy share equal legal responsibility for:

- Rent payments
- Rent arrears
- Property condition
- Behaviour of household members and visitors

The landlord's **written consent** is required for:

- Adding a joint tenant

- Assigning or changing tenancy structure

Requests will be assessed fairly, consistently, and with regard to:

- Sustainability of the tenancy
- Arrears or breaches of tenancy conditions
- Best use of housing stock

6. SINGLE TO JOINT TENANCY (ADDING A JOINT TENANT)

6.1 Eligibility Criteria

A sole SST tenant may apply to add a joint tenant where:

- The proposed joint tenant:
 - Is aged over 16 years old
 - Has occupied the property as their only or principal home for at least 12 months
 - This occupancy has been notified to the landlord for at least 12 months
 - Has the tenant's consent
- The tenancy is being conducted satisfactorily:
 - No significant rent arrears (or a repayment agreement is adhered to)
 - No ongoing antisocial behaviour or breach of tenancy

Where the tenant wants another person to be a joint tenant the property must have been the **only or principal home of both parties for at least 12 months immediately before** the date of the tenant's written request and the tenant, a joint tenant or the person who wishes to become a joint tenant **must have notified the Association of them moving into the property at least 12 months prior to the date of application.**

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

In addition to the above, the tenant and person to be added as a joint tenant and any existing joint tenants must apply to us in writing to the Association for permission

6.2 Application process

All applications must be made by written requests by the current tenant. Any request should include the following:

- Proof of residence (12 months)
- Identification

6.3 Grounds For Refusal

The following are reasonable grounds for refusal:

- Failure by the tenant or proposed joint tenant(s) to provide requested identification
- A notice has been served on the tenant warning that the Association may seek eviction on certain grounds because of your conduct
- An order of recovery of possession has been made against the tenant
- Consent to having a joint tenancy would lead to overcrowding as per the Association's Allocations Policy
- Where either the tenant or the person the tenant wishes as a joint tenant has given false or misleading information about their circumstances
- Where the proposed joint tenant has pursued a course of Anti-Social Behaviour, or has been convicted of using a previous tenancy for illegal or immoral purposes or has had an Anti-Social Behaviour Order granted against them or a member of their household within the last 3 years
- where the proposed joint tenant wishing to reside has had a previous tenancy with the Association and has monies due and no arrangement in place or an arrangement has not been maintained for a period of 3 months
- Where neither party have not been resident at the tenancy for the preceding 12 months from the date of the request

The Association will advise the tenant of either its consent or refusal and, in the case of refusal, the reasons for the refusal, to the tenant **in writing within 28 days of receipt of the application.**

Where the Association fails to inform the tenant within the timescales, permission is deemed to have been granted.

6.4 Outcome

If the application is approved, a new joint SST agreement is created with both tenants becoming jointly and severally liable.

7. JOINT TO SINGLE TENANCY (ENDING A JOINT TENANCY)

7.1 Circumstances

A joint tenancy may change to a sole tenancy where:

- One joint tenant wishes to leave
- Relationship breakdown (e.g. separation)
- One tenant abandons the property
- Court Order determines occupancy (see domestic abuse policy)

7.2 Ending a Joint Tenancy

The Association must be notified in writing if a joint tenant wishes to leave. The 28-day notice period applies and both tenants are liable for rent/tenancy responsibilities until the tenancy is changed to a single tenancy.

Should the Association receive notification that the joint tenant has abandoned the tenancy, they will serve an abandonment notice on the joint tenant (see the Abandonment Policy)

The Association may also seek to recover a joint tenant's interest in a tenancy if they believe that there is domestic abuse within the tenancy (see Domestic Abuse Policy)

8. TENANCY RESPONSIBILITIES

When a joint tenancy is granted, the following applies;

- Each tenant is responsible for the full rent and any arrears
- Action may be taken against any or all tenants for breaches

9. ASSOCIATION RESPONSIBILITIES

To ensure the Joint Tenancy Policy is applied consistently, and to ensure we provide a quality service for our customers, the Association's staff and Board members have clearly defined areas of responsibility.

The Board is responsible for approving the Policy

The Director of Housing will be responsible for:

- Reviewing the Policy
- Monitoring the performance of the policy

The Housing Manager will be responsible for:

- Considering appeals
- Authorisation of tenancy changes
- Discretionary decisions
- Audit cases Monitor performance within timescales

The Housing Officers are responsible for:

- Processing applications for tenancy changes

- Recording notifications received on the Association's housing system

The Housing Assistants are responsible for:

- Sign up of any new tenancy agreements
- Amending tenancy details on the Association's housing system

10. APPEALS

Tenants have a right of appeal. They can raise proceedings to the court by way of summary application.

Alternatively, a tenant can ask the Housing Manager to review the decision. Where the Housing Manager upholds the original decision, the tenant has redress through the Association's Complaints Policy

11. DATA PROTECTION AND GDPR

All personal data collected will be processed in line with the Data Protection Act 1998 and the General Data Protection Regulation (EU) 2016/679 (the GDPR).

12. EQUAL OPPORTUNITIES STATEMENT

This Policy complies with PHA's Equal Opportunities Policy and takes account of the Equality Act (2010). PHA recognises its pro-active role in valuing and promoting diversity, fairness, social justice and equality of opportunity by adopting and promoting fair policies and procedures.

The Association promotes equal opportunities and will not discriminate between persons on grounds of gender or marital status, on racial grounds, or on grounds of disability, age, sexual orientation, language or social origin, or of personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.

Further information can be found in our Equality & Diversity Policy.

13. REVIEW

This policy will be reviewed every three years to ensure:

- Legal compliance
- Best practice standards
- Fair and consistent application