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## **RELATIONSHIP BREAKDOWN POLICY**

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**1. REVISION/REVIEW SHEET**

Issue	Brief Description of Reason for Change	Document Owner	Date Issued
Issue 0	Review of policy dated 18 March 2010 (3 year review)	Mari Pritchard	09/13
Issue 1	Review of policy dated 09/13 – 3 year review	Mari Pritchard	06/16

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## 2. PURPOSE

2.1 The purpose of this policy is to set out how Cartrefi Cymunedol Gwynedd (CCG) deals with tenancies affected by relationship breakdown.

## 3. SCOPE

3.1 This policy applies to all tenants and prospective tenants of properties owned by CCG.

## 4. RESPONSIBILITIES

4.1 It is the responsibility of the Director of Customers and Communities to ensure that this policy is applied effectively and that staff are trained appropriately in the procedures associated with this policy.

## 5. POLICY DETAIL

5.1 **Joint Tenancies** - CCG will grant joint tenancies as best practice from the outset at commencement of a tenancy if requested by the prospective tenants.

5.2 Joint tenancies mean that more than one person is named (maximum of four persons) on the tenancy agreement.

5.3 CCG will ensure that joint tenants are aware of the implications of a joint tenancy before they sign the tenancy agreement.

5.4 Joint tenants are jointly and severally responsible for all aspects of the tenancy – i.e. rent payments and keeping to the tenancy agreement conditions. If only one tenant is in breach of the tenancy agreement then all the tenants on the tenancy are held responsible.

5.5 Each joint tenant has equal rights to occupy the property. One joint tenant cannot exclude the other joint tenant(s) from the property without a court order.

5.6 If one joint tenant leaves the property, this does not end his/her right to the tenancy or to live in the property, even if absent for some considerable time.

5.7 If joint tenants decide to separate or divorce CCG will provide appropriate advice and assistance on short and long term tenancy matters and considerations.

5.8 CCG as a landlord cannot resolve disputes i.e. who should remain in the family home. CCG will signpost those involved in a relationship breakdown to any independent agencies that may be able to help and advise. These may include :

- Family law solicitors
- Citizen's Advice Bureau
- Shelter Cymru
- Domestic violence groups
- Gwynedd Council – Homelessness Department

5.9 CCG will adopt a sensitive response to tenants experiencing relationship breakdown.

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- 5.10 Spouses and Civil partners who are not joint tenants on the tenancy agreement may also have rights to occupy the property and one spouse/partner cannot evict the other without a court order.
- 5.11 If one joint tenant decides to leave and end the tenancy, provided that a valid four weeks written Notice to Quit has been given by one tenant, the whole tenancy comes to an end. The remaining tenant(s) would then be required to vacate the property at the end of the four week notice period.
- 5.12 Tenants must tell CCG of any changes within the household immediately so that appropriate advice is given as soon as possible. CCG is not able to do anything regarding a relationship breakdown unless the tenant(s) have informed us of the situation.
- 5.13 CCG may or may not grant a new tenancy to the remaining occupier if requested. CCG will consider each case on its individual merits ensuring efficient use of its stock. In reaching a decision whether or not to grant a new tenancy, CCG will consider the individual circumstances of the remaining household. Factors that may be taken into account include: the best use of housing stock, housing needs of the area, suitability of the home in terms of size, affordability, and ease of upkeep and other exceptional circumstances.
- 5.14 CCG aims to assist tenants to avoid debt and offer advice and support on rent payment options including how to access welfare benefits in order to ensure that the tenancy is sustainable for the future.
- 5.15 **Sole tenancy** – where the tenancy is in the sole name of one person, that person is solely responsible for all aspects of the tenancy.
- 5.16 If the sole tenant decides to leave the property they may wish to assign the tenancy to a person who would be qualified to succeed to the tenancy. The sole tenant would need CCG's consent to the assignment and both parties are required to sign the relevant Deed of Assignment. The signing of the Deed by the original tenant and new tenant must be witnessed.
- 5.17 The right to assign a tenancy is written into CCG's Tenancy Agreements and TSpol03 - Assignment and Mutual Exchange Policy.
- 5.18 CCG will also consider requests from sole tenants for a new joint tenancy to be granted. These may include requests to include :
- a spouse, partner or civil partner (provided that they have resided with the tenant for at least 12 months)
  - a family member with a long term commitment to the home / or have given up a tenancy of their own in order to care for the tenant at the property
  - a carer with long term commitment to the home
- 5.19 CCG will consider each case on its individual merits ensuring efficient use of its stock. In reaching a decision whether or not to grant a new tenancy, CCG will

consider the individual circumstances of the remaining household. Factors that may be taken into account include: the best use of housing stock, housing needs of the area, and suitability of the home in terms of size, affordability and ease of upkeep.

#### 5.20 **Review of decision**

5.21 CCG recognises the right to request a review of any decision relating to this policy. Any such review will be dealt with as a complaint under the CCpol01 – Complaints and Concerns Policy.

5.22 CCG will ensure that any decisions relevant to this policy are reasonable and comply with relevant policy and legislation.

### **6. RISK FACTOR**

6.1 Approving this policy will ensure that CCG has a clear policy on Relationship breakdown and joint / sole tenancies that is compliant with legislation and best practice.

6.2 This policy allows CCG to work in an open, effective and fair manner with a process for responding to relationship breakdown and individual situations.

### **7. EQUALITY AND DIVERSITY**

7.1 In applying this policy, CCG will be committed to treating all enquiries fairly and with regard to its Equality and Diversity policy.

7.2 CCG will ensure that this service is fully accessible to everyone who is eligible or has legitimate interest in tenancy matters relating to relationship breakdown.

### **8. DEFINITIONS AND ACRONYMS**

8.1 **Joint tenancies** - mean that more than one person is named (maximum of four persons) on the tenancy agreement.

8.2 **Sole tenancy** – where the tenancy is in the sole name of one person, that person is solely responsible for all aspects of the tenancy.

8.3 An assignment is when a tenant gives their interest in a tenancy to another person.

### **9. REFERENCES**

9.1 CCG Tenancy agreement

9.2 Matrimonial Causes Act 1973

9.3 Family Law Act 1996

9.4 Civil Partnership Act 2004

9.5 Housing Act 1985

9.6 Housing Act 1988

9.7 Housing Act 1996

9.8 TSpol03 - Assignment and Mutual Exchange Policy

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9.9 TSpol04 - CCG Relationship Breakdown Policy – 09/13 - Issue 0

9.10 Common Housing Allocations Policy

9.11 TSI03 – Joint tenancies and sole tenancies Fact Sheet

9.12 E&Dpol01 – Equalities and Diversity Policy

9.13 CCpol01 – Complaints and Concerns Policy

**10. RECORDS**

**11. REVIEW OF POLICY**

11.1 This procedure will be reviewed every 3 years, or in response to changes in legislation, regulatory guidance, good practice or changes in other relevant CCG Policy.