



Housing Management | Joint Tenancies

Joint Tenancies



What is a Joint Tenancy?

A joint tenancy is when more than one person is named on a tenancy agreement as the tenants of a property. All persons named on the tenancy agreement have equal security of tenure and are jointly and individually liable for the rent and conditions of the tenancy. For example, if any part of the rent is not paid then all joint tenants are responsible for the whole rent, not just part of the rent. The same applies to damage or any other tenancy breach. Any tenant is also able to terminate the whole tenancy without the permission of any other tenant named on the tenancy.

Who can be a Joint Tenant?

The City of Doncaster Council's Allocation Policy states new tenants are required to take up joint tenancies where appropriate. This includes:

- Married couples/Civil Partners.
- Applicants living together as a couple.
- Two or more people who have originally joined the housing register together, if both or all applicants are moving into the property, they should be granted a joint tenancy.

Except in the case of:

- Age designated accommodation where one party is not eligible.
- Adapted properties where the adaptations meet the needs of one person.

Creation of an existing sole tenancy to a Joint Tenancy

A sole tenant can apply for a joint tenancy if:

- They are husband, wife, or civil partner.
- Where the parties have lived together for 12 months or more. This could be a couple living together, as a couple, as friends, relations or where a carer lives with the person they are caring for.

When will a Joint Tenancy be refused?

When you apply for a joint tenancy, your application will be assessed, and a decision will be made on whether or not it is possible to grant a joint tenancy. There is no right to a joint tenancy under the Housing Act 1985.

In the following circumstances, a joint tenancy will be refused:

- If a tenancy was created by a succession or assignment.
- There are current or former rent arrears or Housing Related Debt for the tenant or applicant.
- The tenancy is Demoted, there is a Suspended Possession Order or Possession Order granted by the Courts or there has been a Legal Notice served.

- The applicant would not be eligible for the property as per the City of Doncaster Council's Allocation Policy, if the sole tenant died.
- If the property is adapted for the sole tenant only.
- If the applicant is named on any other tenancy or is a homeowner.
- Where the property is under-occupied.
- On an Introductory or License tenancy unless in exceptional circumstances.

Succession rights of a Joint Tenancy

If one joint tenant dies, the other joint tenant will succeed to the tenancy provided they are occupying the property as their only or principal home at the time of death. However, there can only be one succession, this means the tenancy could not be passed on, for example, to a child at a later date.

Removing a name from a Joint Tenancy

The law does not allow for a joint tenant to simply remove their name from a tenancy to make it a sole tenancy. The only way a joint tenancy can be changed to a sole tenancy is to end the tenancy and create a new one.

Joint tenancies can be changed to single tenancies in one of four different ways:

- By one of the joint tenants who has already moved out or is moving out of the property giving notice to terminate.
- By the joint tenant staying in the property giving notice to terminate the tenancy
- If one of the joint tenants die during the period of the joint tenancy, the other tenant becomes the sole tenant by 'survivorship' (i.e., they are already a joint tenant and become the sole tenant by having survived the other joint tenant).
- By a Property Adjustment Order – Under the Family Law Act 1996 on divorce, the termination of a Civil Partnership or if cohabitants cease to cohabit, the court can order one joint tenant to transfer a secure or introductory tenancy into a sole name of the other. If you hold a demoted tenancy, then this is not possible.

If you are considering a Property Adjustment Order, this can only be done by the court so you will need to either consult a solicitor or approach the court directly yourself.

Terminating a Joint Tenancy

In a joint tenancy, any person named on the tenancy agreement can terminate the tenancy without the consent of the other tenant(s). If one tenant gives a valid notice, then the whole tenancy will be terminated. This would mean that the remaining tenant(s) would no longer hold a tenancy for that property.

St Leger Homes are not allowed to refuse to accept a termination from one joint tenant and therefore if one joint tenant provides a notice of termination it automatically ends the tenancy after the four week notice period. Once received the Notice can not be retracted or extend.

Please be aware that if a joint tenancy is terminated, there is no legal obligation for St Leger Homes to grant a new sole tenancy to the remaining occupant.

If one tenant wishes to remain in the property

If one tenant gives notice to terminate the joint tenancy and one tenant wishes to remain in the property and obtain a sole tenancy, then a termination of joint tenancy form must be completed and signed by both or either tenant(s). (The form will be accepted with only one tenant's signature). You will have to give four weeks' notice to terminate your tenancy, this will be taken from the date we receive your notice.

If both tenants and other occupants are leaving the property

If you wish to give notice on your joint tenancy because both tenants and all other persons are occupying the property are moving out, you can do this by completing a notice form or by letter giving four weeks notice in writing. The four weeks' notice period will start from the date we receive your notice.

See Fact Sheet Leaving Your Home.

Further Information

If you have any further questions that are not answered in this factsheet, please contact us on **01302 862862**.