

### Relationship breakdown

Tenancies are often held jointly between partners, either because they were signed up at the same time or the original sole tenant requested that their partner be added to their tenancy at a later date.

In some cases, the relationship breaks down and the joint tenants can no longer live together. When this happens, either one or both parties may approach the council to be re-housed.

### Orders from the Courts

- Property Adjustment Order - the court's powers to transfer ownership/tenancies from one party to the other or from joint names into sole names. Please see Family Law Act 1996.
- Occupation Order - Where accommodation is shared the court can make orders to regulate rights of occupation by issuing an Occupation Order. This order may give a person a right to occupy and/or prevent a person from occupying that property. These orders are normally a short term solution following issues of domestic violence.
- Under the Children Act 1989 the court can order one party to transfer property to a child or to another adult for the benefit of the child

For all of the above, both a secure and an introductory tenancy, can be so transferred if the court order is made under the Matrimonial Causes Act 1973, the Children Act 1989 or the Civil Partnership Act 2004, this has the effect of assigning the tenancy, which is only transferred when the actual assignment takes place. An assignment has to be by deed i.e. in writing and signed by both parties.

When a tenancy is transferred, whether by court order or assignment, the new tenant takes the tenancy subject to any restrictions or limits on the tenancy e.g. if the tenancy was a tenancy by succession, the new tenant will be treated as if s/he is a tenant by succession.

Where an application is made as a result of a breakdown in relationship, the following will apply (please note, all cases are to be treated on their own merits):

- A concessionary offer should be considered in circumstances where the care of children is to be shared by two parents living in different places. Any such offer would need to satisfy the tests of homelessness and a court order in respect of the childcare arrangements would normally be required. Voluntary arrangements will not be acceptable.
- No concessionary offer to be made to any adult leaving a relationship, except in circumstances where a homeless duty would arise as a consequence of vulnerability.
- In all circumstances where an adult has left the family home with all children, and where a homeless duty would arise, that all appropriate action (depending on the tenancy arrangements and the circumstances involved) is taken to enable the family to occupy the property, should this be the most appropriate home for them. Otherwise, the Council will seek to re-house them elsewhere. Except where

assessed to be inappropriate, it is expected that possession proceedings will be taken against the partner left behind.

- In cases of domestic violence, where the victim has been re-housed, immediate action must commence to re-possess the property from the perpetrator.

Where there are rent arrears on the property, even though this will not be a reason to not award the tenancy, the person to whom the tenancy is being awarded must enter into an agreement to pay the arrears.

### **Decision making**

For decisions and appeals, please see the Housing scheme of delegation.