



INNISFREE HOUSING ASSOCIATION

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Assignment Policy

ASSIGNMENT POLICY

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ASSIGNMENT POLICY

1. INTRODUCTION

- 1.1 Innisfree Housing Association (Innisfree) are dedicated to supporting our tenants to thrive in their homes and tenancies, this includes providing information on the rights set out in their tenancy agreements.
- 1.2 Innisfree have a variety of different tenancy types and agreements in use, all of which contain information on whether the tenant has the right to assign their tenancy, and who it may be assigned to.
- 1.3 This policy will take into account the different types of tenancy agreements we have and explain the key differences between the agreement and the forms of assignment.
- 1.4 Licencees are not eligible to assign their licences.
- 1.5 Innisfree is also committed to complying with the strengthened consumer protection requirements introduced by the Social Housing (Regulation) Act 2023, including the updated Consumer Standards, which require improved transparency, fairness, and resident engagement in all tenancy decisions.

2. OUR APPROACH

- 2.1 An assignment can only take place if the tenant has the right to assign. Innisfree will consider the following types of assignment:
 - Assignment to a potential successor
 - Assignment from Sole to Joint tenancies
 - Assignment from Joint to Sole tenancies
 - Assignment by Court Order
 - Assignment by Mutual Exchange

- 2.2 Innisfree have the right to refuse an assignment application if:
- The tenant has rent arrears
 - The tenant or their household has a recent history of antisocial behaviour
 - The tenant is subject to legal action from Innisfree
 - The tenancy has already been assigned or succeeded, where the request is not by Court Order or a mutual exchange
 - The property would not be suitable for the needs of the person the tenancy would be assigned to, or their household.
- 2.3 Innisfree will ensure that all assignment decisions are fully explained to the tenant in writing, including the evidence considered and the reasons for any refusal. This is required under the Renters' Rights Act 2025 and the Regulator of Social Housing's Transparency, Influence and Accountability Standard.
- 2.4 We aim to issue a written decision within ten working days of receiving all required documentation.

3. POLICY AIMS

- 3.1 The aim of this policy is to:
- Meet all statutory obligations when dealing with requests to assign a tenancy
 - Ensure that we provide consistent, fair, and efficient advice to our tenants
 - Ensure we are applying best practice when dealing with requests to assign a tenancy
 - Ensure we deal sensitively with tenants when they are grieving or dealing with difficult circumstances
 - Make best use of our housing stock to support the housing needs of the community and our tenants
 - To ensure tenants are informed of their rights to challenge or appeal decisions relating to assignment

4. REGULATORY AND LEGISLATIVE COMPLIANCE

4.1 Innisfree comply by the regulatory and legislative requirements of:

- The Matrimonial Causes Act 1973
- The Matrimonial and Family Proceedings Act 1984
- The Housing Act 1985
- The Housing Act 1988
- The Children Act 1989
- The Civil Partnership Act 2004
- The Localism Act 2011
- The Transfer of Tenancies & Right to Acquire (Exclusion) Regulations 2012
- The Immigration Act 2016
- The Social Housing (Regulation) Act 2023
- The Renters' Rights Act 2025
- The Housing Ombudsman's Complaint Handling Code

5. WHAT IS AN ASSIGNMENT?

- 5.1 An assignment is the legal term for transferring a tenancy to another person, generally during the tenant's lifetime.
- 5.2 The tenant will legally pass their tenancy to the 'assignee', who will occupy the property under the same terms, conditions, rights, and responsibilities of the outgoing tenant (known as the assignor).
- 5.3 No new tenancy is usually created when an assignment takes place. In general, tenancy assignments take place to change:
- A sole tenancy to a sole tenancy

- A joint tenancy to a sole tenancy
- A sole tenancy to a joint tenancy

6. HOW CAN I ASSIGN MY TENANCY?

- 6.1 An application to assign must be made to Innisfree by the tenant and the person they wish to assign the tenancy to. The pair should complete an Assignment Application Form and return it to the Housing Team with supporting evidence proving their relationship to the tenant, proof that they have lived at the address for the last 12 months, and evidence that they have the right to rent in the UK (in accordance with the Immigration Act 2016, this may include biometric residence permits, share codes, passports, or Home Office confirmation).
- 6.2 The Housing Officer will review the application and evidence to determine whether the assignee is considered suitable. The decision will be given to the tenant in writing.

7. WHO CAN I ASSIGN MY TENANCY TO?

- 7.1 Who you can assign your tenancy to depends on what type of tenancy agreement you have, and the terms and conditions tied to it.
- 7.2 Your Housing Officer can help you read the relevant clause in your tenancy agreement and let you know who may be eligible.
- 7.3 For all assignment requests we require the assignee to:
- Provide photographic ID
 - Provide proof of their relationship to the tenant
 - Provide evidence that they have lived at the property for the last 12 consecutive months
- 7.4 In all cases, Innisfree have the responsibility to verify whether the person you would like to assign your tenancy to has the right to rent in the United Kingdom. We will do this by checking their photographic identification, access to public funds, immigration status, and whether the property is your own and principal home.

- 7.5 Innisfree will assess whether the proposed assignee is suitable for the property based on household size, occupancy levels, known safeguarding concerns, and tenancy history. These checks ensure responsible and lawful tenancy allocation.

8. ASSIGNMENT TO A POTENTIAL SUCCESSOR

- 8.1 Secure tenants have a statutory right to assign their tenancy to a person who would be eligible to succeed their tenancy if the tenant died. Exactly who you can transfer your tenancy to is outlined in your tenancy agreement, but is likely to include your spouse, partner, or child if they have lived at the home for at least the last 12 months.
- 8.2 Joint secure tenancies cannot be assigned to a potential successor. In the event of the death of a joint tenant, the remaining sole tenant will automatically succeed the tenancy by survivorship. For further information please see our Succession Policy.
- 8.3 Innisfree reserve the right to refuse this type of assignment if the new tenant is considered unsuitable - the decision to refuse will be explained to the tenant in writing. Innisfree will also provide information on how the tenant can request a review of the decision, in line with our Complaints Policy and the Renters' Rights Act 2025.
- 8.4 In cases where the assignor would like to pass the tenancy to their spouse, but the home is unsuitable for their needs, Innisfree reserve the right to use Ground 9 of Schedule 2 of the Housing Act 1988 (as amended) when appropriate and have a responsibility to provide suitable alternative accommodation. An example of when this may be considered is if the assignee would be overcrowded or under occupying the home.
- 8.5 An assignment to a potential successor counts as a succession, this means that there can be no further succession when the assignee tenant passes away.

9. MARRIAGE AND CIVIL PARTNERSHIPS

- 9.1 If a tenant gets married or enters a civil partnership, they often change their name. No assignment is needed to change your name – you must inform your Housing Officer of the change and they will request to see your marriage certificate or civil partnership certificate.

- 9.2 The tenants' name will be changed on their account, and a note will be attached to the tenancy agreement regarding the change of name and the date on which it came into effect.
- 9.3 Innisfree do not have a statutory responsibility to assign a sole tenancy to turn it into a joint tenancy when a tenant gets married, however we understand the desire of an existing tenant to make such a request and will not unreasonably refuse. For further information, see Section 12.

10. RELATIONSHIP BREAKDOWNS

- 10.1 Innisfree recognise that there will be times when relationships breakdown. In this case Innisfree will offer appropriate housing advice to tenants or their partners specific to their situation.
- 10.2 This policy does not apply to relationship breakdowns where domestic abuse has taken place – for further information please see our Domestic Abuse Policy. In cases where safeguarding concerns are identified, Innisfree will ensure that the safety and welfare of vulnerable household members is prioritised, and may seek advice from statutory agencies before approving or refusing an assignment.
- 10.3 This policy applies equally to all household make-ups including:
- Married and cohabiting couples regardless of sexuality
 - Households with or without children
 - All joint tenancies
- 10.4 If a relationship breakdown occurs within a joint tenancy, the tenants will be expected to reach a mutual agreement over housing arrangements – where a mutual agreement is reached, the tenancy will be assigned into a sole tenancy. To do so, both tenants will need to put their signed request in writing, detailing who the tenancy should be assigned to, and who will be leaving the tenancy.
- 10.5 If a mutual agreement cannot be reached, Innisfree are unable to choose who the tenancy will be assigned to. If this is the case, the tenants should seek independent legal advice for information on their rights and the options available to them. Whilst part of a joint tenancy, both tenants remain liable for the rent, any arrears, and the terms, conditions, and responsibilities of their tenancy regardless of whether they are living at the address.

- 10.6 If a relationship breakdown occurs within a sole tenancy, Innisfree recognise the right of the tenant to remain at the property. The Housing Officer may provide advice to the partner to help them seek settled accommodation.

11. PROPERTY ADJUSTMENT ORDERS

- 11.1 The Court can issue a Property Adjustment Order to order a transfer of a property under the Family Law Act 1996 – they can also transfer the liability for rent arrears, rent charges etc.
- 11.2 In addition, under the Children Act 1989, the Court can make orders to support a child under the age of 18. This order allows a property to be assigned from one parent to another.
- 11.3 The Matrimonial and Family Proceedings Act 1984 and the Matrimonial Causes Act 1973 both allow a Property Adjustment Order to be made when the court:
- Makes a decree of judicial separation
 - Makes a decree nullifying a marriage
 - Makes a decree of divorce
- 11.4 If Innisfree receive a Property Adjustment Order from the courts, we will abide by it and make the necessary assignments.
- 11.5 In the case of a joint tenancy, the tenant who has the tenancy transferred into their name through an Order will not be considered as a successor, unless their spouse or civil partner was a successor previously.

12. SOLE TENANCIES TO JOINT TENANCIES

- 12.1 Innisfree do not have a statutory responsibility to assign a sole tenancy to turn it into a joint tenancy when a tenant gets married, however we understand the desire of an existing tenant to make such a request and will not unreasonably refuse. We must be satisfied that all below points are met:
- The existing tenant and their partner/spouse have lived together at the property for at least 12 consecutive months prior to the request

- The existing tenancy is not subject to a possession order
 - The potential assignee has the right to rent under the Immigration Act 2016
 - The existing tenant has agreed to the request free from coercion or duress
- 12.2 Innisfree will not process a request for joint tenancy where there is evidence of coercion or where the request may compromise the safety or security of any household member.
- 12.3 We will not give consent to generational or intergenerational assignment of sole to joint tenancy.
- 12.4 Examples of a generational assignment would be between a tenant and their brother, sister, cousin, etc.
- 12.5 Examples of an intergenerational assignment would be between a tenant and their daughter, son, niece, nephew, or grandchild.

13. MUTUAL EXCHANGE

- 13.1 A mutual exchange is the exchange of properties between two social housing tenants. Mutual exchanges are a type of assignment and have been detailed in our Mutual Exchange Policy.

14. APPROVING AN APPLICATION

- 14.1 If your application is approved, your Housing Officer will inform you in writing of their decision and the next steps.
- 14.2 Where an application is refused, the written decision will set out:
- The reasons for refusal
 - The evidence considered
 - Any additional information required
 - The tenant's rights to submit a complaint
- 14.3 Once the application has been approved in writing the assignor and assignee will be invited to complete the Assignment paperwork.
- 14.4 An exchange date will be agreed with all parties, and once the Assignment paperwork has been completed and signed, the tenancy will be assigned on this date.

15. COMPLAINTS AND COMMENTS

- 15.1 Tenants that are unhappy with the way that their assignment application has been handled should raise their concerns as a Stage 1 complaint through Innisfree's Complaints Policy. They can speak to any member of staff to raise their complaint, or write to complaints@innisfree.org.uk

16. DATA SHARING

- 16.1 All information will be stored in our Housing Management systems. All case notes, case files, and personal information will be kept confidential in line with the Data Protection Act 2018. We will adhere to the Data Protection Act and comply with General Data Protection Regulation for Sharing Personal Information to ensure that we maintain confidentiality of all parties.
- 16.2 We will share information with third parties where we have an information sharing protocol in place, if there are safeguarding concerns, or we have a duty to do so for the purpose of crime prevention under the provisions of the Crime and Disorder Act 1998, and the provisions of the Data Protection Act 2018 (and any other relevant legislation) justify it.

17. EQUALITY, DIVERSITY, AND INCLUSION

- 17.1 We are committed to embedding the 2010 Equality Act into our Policies and Procedures. As part of this commitment, staff should facilitate reasonable adjustments and adapt our standard policies and procedures wherever possible.
- 17.2 To make an adjustment means to change work practices to avoid or correct the disadvantage to a person with a disability. This may include:
- Allowing more time than we would usually for someone to provide information that we needed.
 - Providing specialist equipment or additional support such as a sign language interpreter.

18. REVIEWING THIS POLICY

- 18.1 We will publish our policy on our website and through our newsletter.
- 18.2 We will review this policy every three years.



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