



HOUSING ASSIGNMENT POLICY

This Housing Assignment Policy outlines Dartford Borough Council's approach towards statutory and non-statutory assignments, in order that a fair and transparent service is provided to Dartford tenants.

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1. Introduction

- 1.1. An assignment is where a tenancy is transferred to another person. The incoming tenant (assignee) 'steps into the shoes' of the outgoing tenant (assignor) and occupies under the same terms, taking on the rights and responsibilities of the tenancy.
- 1.2. Section 91 of the Housing Act 1985 (as amended) allows assignment under the following three grounds:
 1. Assignment by way of exchange (mutual exchange)
 2. Assignment to someone who would be qualified to succeed the tenant on the tenant's death
 3. Where a court makes an order ordering that a sole or joint tenancy be transferred to one party for example in connection with matrimonial or civil partnership proceedings¹.
- 1.3. This document outlines Dartford Borough Council's ('the Council's') policy and approach towards statutory (as above) and non-statutory assignments, in order that a fair and transparent service is provided to Dartford tenants.

2. Mutual exchange

2.1. Introduction

Mutual exchange is a right laid out in legislation under the Housing Act 1985 and the Localism Act 2011, for tenants of local authorities, Registered Social Landlords and Housing Trusts. Tenants are required to obtain permission from their landlord for the mutual exchange and the legislation requires the Council to consider an application for permission within 6 weeks (42 days).

A mutual exchange is the exchange of properties between tenants who are in mutual agreement. It may happen between two tenants who decide to swap properties, or between three or more tenants who decide to move round in a 'chain.'

Mutual exchange is beneficial for housing providers, as it allows more efficient use of the housing stock by meeting the needs and preferences of tenants. It also empowers tenants, giving them a choice over where to live and when to move. It is particularly useful for those who do not qualify for a transfer, because their home adequately meets their needs.

Mutual exchanges are carried out in one of two ways:

1. **Assignment** – this is where the tenancies are swapped at the same time the properties are exchanged. This happens when those exchanging properties hold tenancies with a similar security of tenure, for example a secure tenancy and a fully assured tenancy. The incoming tenant will take on the rights and responsibilities of the tenant they have swapped with. No new tenancy is created. Each tenant will sign a 'Deed of Assignment'.

¹ Sections 23A or 24 of the Matrimonial Causes Act 1973, or under section 17(1) of the Matrimonial and Family Proceedings Act 1984, or under paragraph 1, Schedule 1 to the Children Act 1989 and Civil Partnership Act 2004
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2. **Surrender and re-grant** – this is used where one party to the exchange is a flexible or assured shorthold tenant and the other party to the exchange is a secure or fully assured tenant. The secure or fully assured tenancy involved must have started before 1 April 2012.² (Secure or fully assured tenancies started on or after 1 April 2012 cannot use this statutory right to exchange with a flexible or assured shorthold tenant). The tenancies are surrendered and re-granted so that each tenant retains their existing status (where the landlord condition for creating that type of tenancy allows for it). It is recommended that secure tenants involved with a proposed mutual exchange which involves a flexible or assured shorthold tenant should contact their Housing Officer first.

2.2. **Eligibility**

To participate in mutual exchange, persons must be social housing tenants either of a local authority, a Registered Social Landlord or a Housing Trust and must hold a secure, flexible or assured tenancy. It should be noted that the Council is phasing out the use of Flexible Tenancies with all new tenants acquiring a secure lifetime tenancy, following an introductory tenancy, where appropriate.

There are a number of grounds for refusing an exchange contained within Schedule 3 of the Housing Act 1985 and, for some mutual exchanges involving a flexible tenant, Schedule 14 of the Localism Act 2011 applies. Full details are provided in Appendix A to this Policy. In addition, the Council will only allow tenants to exchange where they have complied with their tenancy conditions. The Council is entitled to require payment of any rent arrears and any breach of the tenancy conditions should be remedied before an exchange can take place.

2.3. **Family Members**

For a family member to count as a member of the household, the family member must have lived with the tenant at least 12 months leading up to the date of exchange and be able to demonstrate that it is their principle home (see Table 1).

2.4. **Properties available for mutual exchange**

Eligible tenants can exchange with other eligible tenants anywhere within the UK. However, because of changes to housing benefit regulations and to make best use of council stock, applicants for the scheme are only entitled to move to a property that adequately meets their housing needs (see Table 1).

Applicants are restricted from moving to a property that would be too small or too large to meet the needs of their household. However consideration may be given to granting a mutual exchange to a smaller or larger property when the tenant is able to submit compelling grounds for the exchange; for example, medical needs.

Table 1. Household size and housing need

Household size*	Number of Bedrooms	Max Number of bedrooms allowed through Mutual Exchange
Single person	1 or combined living and bedroom	1***
Couple with one child or single parent with one child	1	2

² When section 158 of the Localism Act 2011 came into effect.
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**Couple with two children or single parent with 2 children of the same sex under 21 years old	2/3	2
Couple with two children or single parent with 2 children of opposite sex under 10 years old	2/3	2
Couple with two children or single parent with 2 children of opposite sex where one or both are over the age of 10	3/4	3
Couple or single parent with two children or couple or single parent with one child over 21, a child between 10 and 21 and another child under 10	3/4/5	4

* Household members must have lived in the home at least 12 months prior to the date of exchange

**Children of the same sex are expected to share the same room until one reaches the age of 21.

***If a person is under the age of 35 and in receipt of housing benefit, they will only be entitled to the shared room accommodation rate

2.5. **Implications of mutual exchange**

Secure, flexible and assured tenancies

All applicants are advised to check the type of tenancy they will be receiving. Many housing associations offer assured or flexible tenancies, whereas the Council offers secure tenancies³. The type of tenancy may place restrictions on certain entitlements, such as the right to buy your home. Therefore the Council advises all tenants to check these details prior to exchange.

Succession rights

If a person receives a tenancy by succession, whether that be by the death of a tenant or assignment (see section 3 for more details), and later moves under mutual exchange, their status as a successor still stands and the tenancy cannot be passed on to another successor, since succession rights can only take place once. The incoming tenant will be informed that the succession right has been used before the mutual exchange takes place.

Downsize for Cash, decorating vouchers and removal costs

Tenants moving by mutual exchange do not qualify for the Downsize for Cash Scheme or decorating vouchers and all tenants that mutually exchange must pay their own removal costs and incidental expenses.

Compensation for improvements

Dartford Borough Council's secure tenants are eligible for compensation for improvements at the time of exchange; existing flexible tenants do not have this right, however existing flexible tenants have the right to transfer to a secure tenancy following the ending of flexible tenancies. Further information can be found in the [Compensation for Improvements Policy](#).

2.6. **Mutual exchange procedure**

(a) Those interested in mutual exchange should actively seek an appropriate exchange.

³ The Council ended the granting of flexible tenancies in June 2021

If tenants wish to remain in Dartford or move outside of Dartford they can:

- Join HomeSwapper, which is a free internet based mutual exchange service that enables tenants to advertise their property and look for other tenants to exchange with. Tenants can join HomeSwapper online at www.homeswapper.co.uk. If tenants are unable to complete the online application to join HomeSwapper, they should contact the Housing Estate Management team on 01322 343133 or email HEM@dartford.gov.uk.
- Advertise in local newspapers or shop windows
- Advertise on social media
- Ask friends and relatives if they know of anybody interested in an exchange

Please note that inducements cannot be made in order to exchange a property

- (b) When a suitable match is identified and a tenant wishes to further their interest in the property, it will be the tenant's responsibility to contact the other tenant to progress the exchange.

The Council advises that all those taking part in a mutual exchange should visit the home before agreeing to an exchange. Tenants who exchange must accept the property in its present state and any damage caused by the outgoing tenant will become the responsibility of the incoming tenant and will need to be repaired at their expense. The Council will only carry out normal repairs for which it is responsible (specified in the Council's [Repairs and Maintenance Policy](#)). Tenants will be required to sign for any non-standard alterations that will become their responsibility to maintain or replace. A list of these will be sent during the exchange process.

- (c) When an exchange has been agreed between the parties involved, they must contact their landlord for permission to carry out the exchange. Dartford Borough Council tenants, and those they swap with, are required to complete an application online via their HomeSwapper account. If a tenant does not have a HomeSwapper account, they will need to register for one, as explained in section (a) above.
- (d) The tenant's landlord has a maximum of 6 weeks (42 days) in which to agree or refuse the exchange. During that time the Council carry out checks to confirm the condition of the property. The Council will inform the tenant of repairs that are the tenant's responsibility. These must be undertaken to the Council's satisfaction before the exchange can take place. The Council will carry out repairs which are the responsibility of the Council. The Council will also make contact with the relevant agencies (if appropriate) if the applicant has mentioned an agency or safeguarding concern in their application form.
- (e) The landlord will then send a written notification to the tenants to confirm whether the exchange can take place. All parties involved in the exchange must receive permission from their landlord before the exchange can progress (failure to obtain permission may lead to the loss of the tenancy).
- (f) Once the exchange has been approved, the parties receiving a tenancy from the Council (or giving up a Council tenancy) must attend the Council offices at the Civic Centre to sign, where appropriate, either a Deed of Assignment

or a Surrender of the existing tenancy and a new tenancy agreement. After this the move can take place.

2.7. **Refusals**

If the request for a mutual exchange is refused, the Council will inform the outgoing and incoming tenant in writing. Only the tenant who has been refused permission will be given the reasons for the refusal. A refusal will not in any way affect a tenant's right to apply for another mutual exchange at any time in the future.

3. Succession

3.1. **Introduction**

A succession may occur after a tenant has died and where another individual may have the right to take over the tenancy. Rights of succession are set out in detail in the Housing Act 1985. The right of assignment to a succeeding tenant can only take place once. Therefore if a tenant is already a successor (has received a tenancy through succession or by certain assignments) the tenancy cannot be passed on again.

3.2. **Eligibility to be a successor**

This section sets out who is eligible to succeed to the tenancy. Where a tenancy started before April 2012, the Housing Act 1985 allows for one statutory succession on the tenant's death in the following circumstances:

- i. If a sole tenancy had been granted, when the tenant dies the tenancy can pass to the tenant's spouse or civil partner as long as that person was living in the property as their only or principle at the time of the tenant's death
- ii. If a sole tenancy had been granted, when the tenant dies and the tenant does not have a spouse or civil partner, the tenancy can pass to a member of their family (parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, step-relations, half-relations and illegitimate children and persons of the same sex living together as husband and wife, if:
 - that family member has lived in the property as their only or principle home at the time of the tenant's death, and
 - that family member has lived there for more than twelve months.
- iii. If a joint tenancy has been granted and one joint tenant dies, the tenancy will automatically pass to the remaining tenant. This is known as 'survivorship'. There is no further statutory right to succeed a tenancy after survivorship.

Where the tenant has died, passing on the tenancy to a member of the family (not the spouse or civil partner), the Council may seek possession of the property if it is under occupied. In this case Ground 15A of Schedule 2 of the Housing Act 1985 would apply. An alternative property would be offered by the Council. The family member must have lived with the tenant at least 12 months leading up to the date of assignment and be able to demonstrate that it is their principle home.⁴ The family member must be over 18 years old, or 16 or over with a guarantor, for the tenancy to be granted in their name.

Where there is more than one person who is qualified to succeed, they will need to agree between them who will be the successor or the Council will otherwise select who the successor will be. In some instances the Council may allow the tenancy to be passed to someone who is not legally eligible for assignment (please see section 3.4 - Non statutory succession, for further details).

Where a tenancy started after April 2012, the Housing Act 1985 (as amended by the Localism Act 2011) allows for one statutory succession on the tenant's death in the following circumstances:

- i. If a sole tenancy had been granted, when the tenant dies the tenancy can pass to the tenant's spouse or civil partner as long as that person was living in the property as their only or principle home at the time of the sole tenant's death. A person who was living with the tenant as if they were a married couple, e.g. same sex partners, is to be treated as the tenant's spouse or civil partner.
- ii. If a joint tenancy has been granted and one joint tenant dies, the tenancy will automatically pass to the remaining tenant. This is known as 'survivorship'. There is no further statutory right to succeed a tenancy after survivorship.

In cases where a property does not meet the successor's needs, for example if a person has disabilities, the property may be adapted by the Council to suit medical needs if required.

3.3. **Downsize for Cash**

In cases where the assignee's property does not meet their housing needs, e.g. it is under occupied, they may be asked to move to a smaller, more suitable property. Tenants who are releasing one or more bedrooms can benefit from the Council's [Downsize for Cash](#) scheme which offers a financial incentive of £500 for each bedroom released, plus help with moving costs. This offer is NOT available to tenants who mutually exchange, and tenants are not eligible for the Downsize for Cash scheme in circumstances where the Council is seeking possession of the property under Ground 15A of Schedule 2 of the Housing Act 1985.

3.4 **Non-statutory succession**

The Council will consider the needs of applicants who have been living with a tenant, who have no statutory right to succeed but where it would be appropriate to make them an offer of permanent accommodation.

The needs of such applicants will be considered on a case by case basis. The decision taken will take account of others in housing need who are registered for housing with the Council and may include the following:

- There is neither a spouse, partner or family member eligible to succeed, but a friend or carer has lived in the home for at least 12 months leading up to the date of assignment and can demonstrate that it is their principle home.
- There are children under the age of 18 who wish to live with a guardian who has no alternative accommodation.
- The applicant is vulnerable, because of age or ill health.
- The right of succession has already been used but under certain circumstances the tenancy may be passed on again to a relative, such as the tenant's spouse.

Agreement to a non-statutory succession will create a new tenancy. The tenancy offered will be an introductory tenancy either of the property previously occupied by the deceased tenant, or another property suitable to their needs.

4. Court Ordered Assignment

4.1. Introduction

The Court can make certain orders e.g. a Property Adjustment Order (PAO), which allows tenancy rights to be assigned to someone else.

4.2. Procedure for obtaining a court ordered assignment

When the Court has granted a Council tenancy, the assignee and the assignor must contact their Housing Officer. They will be asked to supply evidence of the court order, and sign the Deed of Assignment.

Within 10 days, the Council will send out a letter to both parties involved in the assignment to confirm that the assignment has taken place. The new tenant (assignee) then takes on the rights and responsibilities of the original tenant (assignor).

5. Joint Tenancies

5.1 Where a joint tenant wishes to transfer the tenancy to the joint tenancy partner, appropriate administrative and legal checks will be made before agreeing to such a request to ensure that there have been no previous successions or assignments. A Deed of Assignment will be required to be signed by both parties.

5.2 Where a sole tenant asks for a joint tenancy with a partner, the partner will be added to the existing tenancy. Appropriate procedural and administrative checks will be made before this is agreed; for instance to ensure there has been no previous succession or assignment as new succession rights would be created.

5.3 Only in exceptional circumstances will joint tenancies be allowed between more than two applicants and between family members rather than partners.

6. Implications of assigning a property without permission

6.1. Mutual exchange

Mutual exchange requires the written consent of the landlord (Housing Act 1985 c92:1). When an exchange takes place without permission the parties involved will be asked to quit their properties and, should they then reapply to be re-housed by a local authority, may be considered as intentionally homeless. It should also be noted that mutual exchanges can only take place where the properties are suitable for each household's needs (see Grounds 3 and 4 Housing Act 1985 Appendix A).

6.2. Other assignments

The Council's secure Tenancy Agreement provides that a tenant can apply to the Council for permission to pass the tenancy of the property to a family member.

However, some assignments do not need the Council's consent. If a tenancy is to be assigned following a court order or to a family member, the tenant should contact the Council to check whether the Council's consent is required. If the tenant does not obtain the Council's consent to an assignment where the Council's consent is required, possession proceedings might be taken by the Council.

7. Equality and Diversity

- 7.1. The Council is committed to welcoming and valuing diversity, promoting equality of opportunity and tackling unlawful discrimination in accordance with the Equality Act 2010. The Council, in delivering this Policy, will have regard to the Public Sector Equality Duty and ensure that no individual is discriminated against based on their sex, sexual orientation, marital status, pregnancy and maternity, gender reassignment, race, religion, belief, disability or age.
- 7.2. The Public Sector Equality Duty is a duty on the Council and that responsibility cannot be delegated to a contractor/service provider and is a continuing duty.
- 7.3. This Assignment Policy has been subject to a [Customer Access Review](#), to assess the impact it will have on equality.

8. Complaints

- 8.1. If an applicant wishes to dispute a decision regarding an assignment, they should contact the Council directly so that the issue can be resolved as quickly as possible. If an applicant is not satisfied with the response, the Council's [Corporate Complaints Procedure](#) can be followed. Complaints leaflets are also available from the Council offices.
- 8.2. The [Housing Ombudsman](#) can be contacted if further advice and support is needed on making a complaint to the Council.

9. Data Protection

- 9.1. The UK GDPR and the Data Protection Act 2018 regulate the processing of information relating to individuals, which includes the obtaining, holding, using or disclosing of such information.
- 9.2. The Council needs to collect and use certain types of information about its tenants in order to carry out its everyday business and to fulfil its objectives and its statutory functions.
- 9.3. The Council's [Data Protection Policy](#) sets out how it will protect special category and criminal convictions personal data and the [Housing Services \(Landlord and Tenant\) Privacy Notice](#) explains that the Council collects personal information to administer its housing (landlord and tenant) services.

10. Policy Review

- 10.1. This Policy will be reviewed every three years, or sooner, in the event of major legislative or operational changes.

Appendix A

Reasons for refusal of a mutual exchange, as at the date of this Policy. (From the Housing Act 1985):

Requests for mutual exchanges for assured and secure tenants may only be reasonably refused on the grounds specified in section 91 Housing Act 1985 (Schedule 3) as detailed below.

Whilst it is not possible to refuse consent to a mutual exchange on the grounds of non-payment of rent or anti-social behaviour (except where a Notice Seeking Possession has been served), it is possible (under Part IV, S92 (5) of the Housing Act 1985 (Assignment in General)), to make consent to an exchange conditional on any breaches being remedied or obligations performed.

Ground 1: Either the incoming or outgoing tenant is or will be obliged by a court order to give up possession of the property

Ground 2: Either the incoming or outgoing tenant is the subject of a current notice of seeking possession, or possession proceedings have started, on one or more of the following grounds:

- Ground 1 - Non-payment of rent or non-compliance with a tenancy condition
- Ground 2 - Nuisance or annoyance to anyone living in, visiting or carrying out lawful activity in the locality; guilty of nuisance and annoyance to the landlord or someone employed in connection with the landlord management functions; convicted of using the property for immoral or illegal purpose or an indictable offence committed in the property or the locality
- Ground 2ZA – Convicted of an indictable offence which took place during, and at the scene, of a riot in the UK
- Ground 2A – A partner has left because of violence or threats of violence towards them or a member of the family residing in the property and the partner is unlikely to return
- Ground 3 - Neglect or “waste” of the property or common parts
- Ground 4 - Ill treatment of landlord’s furniture
- Ground 5 - Obtaining the tenancy by a false statement
- Ground 6 - Participating in an exchange which has involved the payment of a premium

Ground 2ZA: A notice or proceedings for possession under the absolute ground for possession for anti-social behaviour.

Ground 2A: Either of the properties have a relevant order, a suspended anti-social behaviour possession order or suspended riot-related possession order is in force. Or an application is pending for a relevant order, a demotion order, an anti-social behaviour possession order or a riot-related possession order. A relevant order includes for example, anti-social behaviour injunctions and criminal behaviour orders.

Ground 2B: The property is subject to a closure notice or closure order due to nuisance and disorder.

Ground 3: The home of the outgoing tenant is “substantially” more extensive than is reasonably required by the incoming tenant.

Ground 4: The “extent” of the outgoing tenant’s home is not reasonably suitable to the needs of the incoming tenant.

Ground 5: The property forms part of a building which is held by the landlord mainly for purposes other than housing purposes, is predominantly not used for housing or is situated in a cemetery, and was let to the tenant or his/her predecessor in consequence of his/her employment with the landlord.

Ground 6: The landlord is a charity, and the assignment of the incoming tenant would conflict with the objects of the charity.

Ground 7: The outgoing tenant’s home has features, which are designed to make it suitable for occupation by a physically disabled person, and if the exchange proceeded, there would be no one living there who needed these features.

Ground 8: The landlord is a housing association or housing trust, which lets its property to people who experience difficulty in meeting their own housing needs. If the exchange were to proceed there would be no one living in the property with these needs.

Ground 9: The outgoing tenant’s home is one of a group provided for people with special needs, with a social service or special needs facility nearby to meet those needs. If the exchange were to proceed there would be no one living there who had these special requirements.

Ground 10: The dwelling-house is the subject of a management agreement under which the manager is a housing association of which at least half the members are tenants of dwelling-houses subject to the agreement, at least half the tenants of the dwelling-houses are members of the association and the proposed assignee is not, and is not willing to become, a member of the association.

From the Localism Act 2011

Requests for mutual exchanges where one party has a 2 year plus fixed term assured shorthold tenancy at a social rent or a flexible tenancy may only be reasonably refused on the specified grounds contained in Schedule 14 of the Localism Act 2011 as detailed below.

The Localism Act 2011 does not allow for any conditions to be imposed to consent. However, rent arrears, damage to property or anti-social behaviour/breach of tenancy, are instead grounds for refusal.

Ground 1: This ground is that any rent lawfully due from a tenant under one of the existing tenancies has not been paid.

Ground 2: This ground is that an obligation under one of the existing tenancies has been broken or not performed.

Ground 3: This ground is that any of the relevant tenants is subject to an order of the court for possession of the dwelling-house let on that tenant's existing tenancy.

Ground 4: This ground is that either of the following conditions is met.
The first condition is that:

- (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and
- (b) possession is sought on one or more of grounds 1 to 6 in Part 1 of Schedule 2 to the Housing Act 1985 (grounds on which possession may be ordered despite absence of suitable accommodation).

The second condition is that:

- (a) a notice has been served on a relevant tenant under section 83ZA of that Act (notice of proceedings for possession), and
- (b) the notice specifies one or more of those grounds and is still in force.

Ground 4A: This ground is that either of the following conditions is met.

1. The first condition is that:

- (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and
- (b) possession is sought under section 84A of the Housing Act 1985 (absolute ground for possession for anti-social behaviour).

2. The second condition is that:

- (a) a notice has been served on a relevant tenant under section 83ZA of that Act (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour), and
- (b) the notice is still in force.

Ground 5: This ground is that either of the following conditions is met.

1. The first condition is that:

- (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is an assured tenancy, and
- (b) possession is sought on one or more of the grounds in Part 2 of Schedule 2 to the Housing Act 1988 (grounds on which the court may order possession)

2. The second condition is that:

- (a) a notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession), and
- (b) the notice specifies one or more of those grounds and is still in force.

Ground 5A: This ground is that either of the following condition is met.

1. The first condition is that:

- (a) Proceedings have begun for possession of a dwelling-house let on an existing tenancy which is an assured tenancy, and
 - (b) Possession is sought on ground 7A in Part 1 of Schedule 2 of the Housing Act 1988 (absolute ground for possession for anti-social behaviour).
2. The second condition is that:
- (a) A notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession), and
 - (b) The notice specifies ground 7A and is still in force.

Ground 6: This ground is that either of the following conditions are met:

- 1. The first condition is that a relevant order, a suspended anti-social behaviour possession order or a suspended riot-related possession order is in force in respect of a relevant tenant or a person residing with a relevant tenant.
- 2. The second condition is that an application is pending before any court for a relevant order, a demotion order, an anti-social behaviour possession order or a riot-related possession order to be made in respect of a relevant tenant or a person residing with a relevant tenant.

In this paragraph, a “*relevant order*” means:

- (a) an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour),
- (b) an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour),
- (c) an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords),
- (d) an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998, or
- (e) an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003 or section 27 of the Police and Justice Act 2006;
or
- (g) an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, or
- (f) a criminal behaviour order within the meaning given by section 330 of the

Sentencing Code.

- (g) an “anti-social behaviour possession order” mean an order for possession under Ground 2 in Schedule 2 to the Housing Act 1985 or Ground 14 in Schedule 2 to the Housing Act 1988.
- (h) a “demotion order” means a demotion order under section 82A of the Housing Act 1985 or section 6A of the Housing Act 1988;
- (i) a “riot related possession order” means an order for possession under Ground 2ZA in Schedule 2 to the Housing Act 1985 or Ground 14ZA in Schedule 2 to the Housing Act 1988.

Ground 6A: This ground is that a dwelling-house let on an existing tenancy is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.

Ground 7: This ground is that the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is substantially more extensive than is reasonably required by the existing tenant or tenants to whom the tenancy is proposed to be granted.

Ground 8: This ground is that the extent of the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is not reasonably suitable to the needs of:

- (a) the existing tenant or tenants to whom the tenancy is proposed to be granted, and
- (b) the family of that tenant or those tenants.

Ground 9: This ground is that the dwelling house proposed to be let on the new tenancy meets both of the following conditions.

1. The first condition is that the dwelling-house:
 - (a) forms part of or is within the curtilage of a building that, or so much of it as is held by the landlord:
 - (i) is held mainly for purposes other than housing purposes, and
 - (ii) consists mainly of accommodation other than housing accommodation, or
 - (b) is situated in a cemetery.
2. The second condition is that the dwelling-house was let to any tenant under the existing tenancy of that dwelling-house, or a predecessor in title of the tenant, in consequence of the tenant or the predecessor being in the employment of:
 - (a) the landlord under the tenancy,

- (b) a local authority,
- (c) a development corporation,
- (d) a housing action trust,
- (e) an urban development corporation, or
- (f) the governors of an aided school.

Ground 10: This ground is that the landlord is a charity and the occupation of the dwelling-house proposed to be let on the new tenancy by the relevant tenant or tenants to whom the new tenancy is proposed to be granted would conflict with the objects of the charity.

Ground 11: This ground is that both of the following conditions are met:

1. The first condition is that the dwelling-house proposed to be let on the new tenancy has features that—
 - (a) are substantially different from those of ordinary dwelling-houses, and
 - (b) are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house.
2. The second condition is that if the new tenancy were granted there would no longer be such a person residing in the dwelling-house.

Ground 12: This ground is that both of the following conditions are met:

1. The first condition is that the landlord is a housing association or housing trust which lets dwelling-houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to meet their need for housing.
2. The second condition is that, if the new tenancy were granted, there would no longer be such a person residing in the dwelling-house proposed to be let on the new tenancy.

Ground 13: This ground is that all of the following conditions are met.

1. The first condition is that the dwelling-house proposed to be let on the new tenancy is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs.
2. The second condition is that a social service or special facility is provided in close proximity to the group of dwelling-houses to assist persons with those special needs.

3. The third condition is that if the new tenancy were granted there would no longer be a person with those special needs residing in the dwelling-house.

Ground 14: This ground is that all of the following conditions are met:

1. The first condition is that:
 - (a) the dwelling-house proposed to be let on the new tenancy is the subject of a management agreement under which the manager is a housing association, and
 - (b) at least half the members of the association are tenants of dwelling houses subject to the agreement.
2. The second condition is that at least half the tenants of the dwelling-houses are members of the association.
3. The third condition is that no relevant tenant to whom the new tenancy is proposed to be granted is, or is willing to become, a member of the association.
4. References in this paragraph to a management agreement include a section 247 or 249 arrangement as defined by 250A(6) of the Housing and Regeneration Act 2008.