www.thcan.org.uk

**Universal Credit: ‘Untidy Tenancies’**

# Claimants who are listed as a joint tenant or occupier in their property are facing problems claiming full housing costs when the other tenant no longer resides in the property. This most commonly occurs when a couple has separated however other situations where claimants can find they are affected can be when the other tenant has been taken into care or moved out of the country.

# Often, the landlord is a social provider and matters can be complicated when a transfer or succession of tenancy is requested and then refused due to the arrears which have already accrued on the claimant’s rent account. A telltale symptom of an ‘untidy tenancy’ will show that a claimant has only been awarded half of their rent amount (not including any other deductions such as non-dependent deductions etc).

# **How to challenge the decision**

# An important distinction when deciding on the best approach to tackle the issue will depend on whether a) the claimant is a joint tenant, and therefore ‘jointly & severally liable’ for the full rent amount; b) or whether they are an occupier of the premises but within their circumstances should be treated as such. This can be checked by reviewing a copy of the claimant’s tenancy agreement if the claimant is unsure.

# **Situation A – ‘joint and severally liable’**

# In the instance of situation A an ‘anytime revision’ should be requested that includes each assessment period where the claimant has been affected by the shortfall. The grounds of your revision should simply point out that the claimant is listed as a tenant, as per their tenancy agreement, and therefore they meet the liability condition for a Housing Costs awards as determined by the UC Regs, reg 25(1) & (5) as they are joint and severally liable.

# **Situation B – ‘treated as liable’**

# In the event of situation B an ‘anytime revision’ should be requested that includes each assessment period where the claimant has been affected by the shortfall. However your grounds should remind the decision maker that the DWP does have the power to treat the claimant as liable, even if they are not listed as a tenant.

# The regulation states that the claimant can be treated as liable if someone else is not making payments and payment must be made to continue occupation of their home. In addition, it must be argued that it would unreasonable in the particular circumstances to make other arrangements for payment **and** finally that it is reasonable to treat the claimant as liable. It should be noted that the regulation does not mention that a ‘use and occupation’ account is necessary to be able to invoke this power or even that the claimant needs to be listed as an occupier. *Sch 2 para 2 of the UC Regs*

# To submit the revision request, you should be able to do this directly via the UC journal. Other options are sending the request via post or making an appointment at the job center to scan through a statement directly. The example template below can be used and amended as needed for claimant’s affected by situation B:

*Hello,*

*It appears you have not awarded my housing costs since (first relevant AP), however I believe this is a mistake. (name of tenant) is on the tenancy agreement for the property I am currently occupying, however they cannot reasonably make any payments because (we have been split up for x many years/they have died/no contact/appropriate exceptional circumstances here) and they have not made any payment since (approx. date here). I am currently being treated as liable for the housing costs and the landlord of the property is threatening me with eviction unless I make payment.*

*It’s kindly asked that this issue is passed to a decision maker for revision who can consider my case in line with the UC Regs, Schedule 2, para 2 and determine my entitlement to the Housing Cost Element. Thank you.*

Begin text here