



Title of policy:	Right to succession policy and procedure
Version:	1.2
Purpose:	To set out a clearly defined policy with regards to right to succession
Updated:	November 2022
Next review:	November 2024
By:	Housing Service Manager

RIGHT TO SUCCESSION POLICY AND PROCEDURE

Succession of a tenancy occurs in the event of a death of an assured tenant or joint assured when a tenancy and its terms and conditions are passed onto a spouse or a family member.

A succession is the transfer of tenancy not the property.

Who is entitled to succeed to the tenancy?

After the death of a tenant, the following applies:

- If there is an existing joint tenant, they automatically become the sole tenant
- If there is no existing joint tenant, the husband, wife, co-habiting partner (including same sex partner) can succeed to the tenancy provided they were living in the property immediately before the tenants death, as their principle home
- If neither of the above apply, family members can apply for succession

Family members include: Parents

Children Grandchildren Grandparents Brothers/Sisters Aunts/Uncles

Nephews/Nieces

If a family member wants to apply for succession they must provide evidence of the following:

- Lived with the tenant for a minimum of 12 months prior to their death
- Are a member of the tenants household
- Lived in the tenants home, as their only principle home at the time of the tenants death

- Have inherited the property by means of will or probate

Where the tenants spouse does not succeed to the tenancy and more than one member of the family qualifies, they may agree between themselves whom the tenancy shall go to. If they cannot, the Association will decide.

Only one succession allowed

The right to succeed only applies to one succession. If the tenant who had died was a successor, the tenancy cannot pass a second time.

On the death of a joint tenant, the tenancy automatically goes in the name of the surviving tenant however on the death of the surviving tenant; the tenancy can not be succeeded to again.

Applying for right of succession

A request for a succession must be made in writing to the Association within one month of the tenant's death.

Right to assign to a qualifying successor

The Association can allow tenants the right to assign their tenancy to a person who would qualify to succeed to the tenancy on their death, i.e. where a tenant moves into residential care accommodation, leaving a member of the family in the property.

Discretionary succession

The Association may at its discretion grant a new tenancy to someone who falls outside the scope of the succession provisions set out above.

Responsibilities of successor

The successor to the tenancy is responsible for any existing breaches of the tenants obligations i.e. rent arrears. A new tenancy is not created and the successor becomes a tenant, not a lodger in possession or any other type of occupant.

Suitability of property

If the property is not suitable to the successor or would be more suitable to other families or individuals, the Association may choose to find alternative accommodation. This may apply in the following situations:

- where the property is too big for the successor
- where the property has been adapted and the successor does not require these adaptations
- where the property is an older persons property and the successor does not qualify for this property

Procedure

The following should be carried out before agreeing to any succession:

- Checks that the person who wants to succeed is a member of spouse/partner or member of the family and if a family member, that they have lived there for 12 months
 - Proof of residence such as council tax, bills
- No other succession have been awarded on the tenancy

Once these have been acquired, the successor should be advised of their rights and responsibilities of taking over the tenancy and a copy of the tenant's handbook should be provided to them.

Two copies of the attached letter and Assignment of Tenancy (see Appendix 1 and 2) should be signed with the successor keeping one copy and the other copy being kept on the house file.

Any breaches of tenancy should also be discussed at this time and addressed. Open Housing should be updated.

If there are any difficulties throughout this process, advice should be taken from the Housing Services Manager.

Dear

Your request to succeed to the tenancy of

I refer to your request for the above.

I am pleased to inform you that you meet the criteria for succession and therefore you have the right to have the tenancy transferred to you.

I have attached two copies of the original Tenancy Agreement. The effective date of the tenancy is the original date on the Tenancy Agreement.

Please check these details and if you are happy with them, sign and date both copies and return one copy to us.

Full Name of Successor:

Address:

Type of Tenancy:

Rent (paid weekly)

Date when succession becomes effective:

Comments:.....

.....

Signed on behalf of North Star

Date



ASSIGNMENT OF TENANCY

This DEED OF ASSIGNMENT is made theday of.....20..... BETWEEN
.....(The Tenant)
of
and(The Assignee)
of

WHEREAS:

(1) By a Tenancy Agreement (the Tenancy Agreement) dated..... and
MADE BETWEEN North Star Housing Group of
Endeavour House, St Mark's Court, Thornaby, Stockton on Tees
TS17 6QN (the Association) and the Tenant *and the Premises
Known as (the Premises) were let to the Tenant
from under a weekly periodic tenancy (the Tenancy)

- (2) The current weekly rent payable under the Tenancy Agreement is £..... and the Tenancy is otherwise subject to the terms and conditions contained in the Tenancy Agreement.
- (3) The Tenant has agreed to assign the Tenancy to the Assignee IN PURSUANCE of this Agreement. This Deed witnessed as follows:
1. The Tenant hereby assigns the Tenancy to the Assignee for the Assignee to hold under a weekly periodic tenancy at the current rent and subject to the terms and conditions contained in the Tenancy Agreement
 2. The Assignee hereby agrees with the Tenant to pay the rent due at the times and in the manner specified in the Tenancy Agreement and to perform and observe all the terms and conditions of the Tenancy Agreement and to indemnify the Tenant against all actions and claims in respect thereof
 3. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £30,000.

IN WITNESS whereof the Tenant and the Assignee have signed this instrument as their deed in the presence of the persons mentioned below the day and year first above written SIGNED as their DEED by:

1) The Tenant

Signature(s)

Name(s)

in the presence of

Signature(s)

Name(s)

Address

Occupation

2) The Assignee

Signature(s)

Name(s)

Address

Occupation

in the presence of

Signature(s)

Name(s)

Address

Occupation

of

Note 1: If the current tenant is an assignee or successor, insert the name of the original tenant at the point marked by an asterisk* occur and delete the preceding words ‘the Tenant’

Note 2: This document should not be used if the Association was not the landlord when the Tenancy was granted.