

Succession of Tenancy Policy

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1. Our policy statement

- 1.1. Succession occurs when a sole tenant dies and an eligible partner or qualifying member of his or her family takes over the tenancy. Succession also includes when a joint tenant dies and the surviving joint tenant succeeds to the tenancy, known in law as survivorship.
- 1.2. We recognise that the death of a tenant is often a distressing and traumatic time for the family. When dealing and processing any succession requests, we ensure that we are sensitive to customers' and applicants' needs by working with occupants to quickly establish whether they have statutory or contractual succession rights to succeed and promptly informing them.
- 1.3. This policy has been developed in line with
 - The 1988 and 2004 Housing Acts
 - The Localism Act 2011
 - Matrimonial Causes Act 1973
 - Family Law Act 1996
 - Equality Act 2010
 - Tenancy Standard of the Regulatory Framework imposed by the Social Housing Regulator

2. The scope of this policy

- 2.1. This policy applies to Sage's rented customers with assured and secure tenancies and both periodic and fixed term assured shorthold tenancies. Licensees do not have succession rights.

3. Succession

- 3.1 Succession gives certain people (statutory successors) the legal right to inherit a tenancy on the death of a tenant. In this event, the tenancy does not end following the death of a tenant. The tenancy continues in the name of the successor. Successors will take over the rights, responsibilities, and terms (including tenancy length) of the tenancy.
- 3.2 In certain circumstances discretionary succession can also be granted.
- 3.3 There is one right to succession. When a succession has taken place there are no further rights of succession that can extend to another successor thereafter.
- 3.4 Upon the death of a tenant there will be a right for a surviving joint tenant, partner, spouse or civil partner to succeed the tenancy and become the tenant.
- 3.5 The successor agrees with Sage, that from the date of succession and thereafter they will discharge and perform all obligations towards the tenancy agreement including rent payments and payments to clear any existing arrears on the tenancy account.
- 3.6 If the successor has renewed the tenancy to a new fixed term assured tenancy, they are still a successor to the dwelling/house. The right to succession is not reinstated at the renewal of the tenancy.
- 3.7 Survivorship – where a joint tenant dies the tenancy continues in the surviving tenants' name. A new tenancy is not issued. The remaining joint tenant is classified as a successor so there are no further succession rights e.g. if the tenant re-marries, their new spouse has no rights to succeed the tenancy.

- 3.8 Statutory succession – where succession rights are granted by law to a partner of a secure or assured tenant or, where the tenancy was granted prior to 1 April 2012, to a qualifying family member of a secure tenant's family where they are not a joint tenant.
- 3.9 Contractual succession – where the tenancy agreement provides qualifying family members of assured tenants, or secure tenants from 1 April 2012, rights of succession without the need for our consent or permission.
- 3.10 Where no family members qualify to succeed on either a statutory or contractual basis Sage may consider, at our sole discretion, whether to offer a tenancy to the family member. Where we use our discretion to do this there will be no further succession rights.

4. Equality and diversity

- 4.1. Sage is committed to ensuring all services are accessible to all our residents. Our staff will be trained to ensure they are communicating appropriately with our customers, and they have the relevant information.
- 4.2. This policy will be applied in a way which makes sure we treat all customers with fairness and respect. We recognise our duty to advance equality of opportunity and prevent discrimination or victimisation on the grounds of age, sex, sexual orientation, disability, race, religion or belief, gender re-assignment, pregnancy and maternity, marriage and civil partnership and any other defined within the [Equality Act 2010](#).
- 4.3. On request we will provide translations of all our documents, policies and procedures in various languages and formats including braille and large print.

5. Delivery of this policy

- 5.1 This policy should be read alongside:
 - Assignment of Tenancy Policy
 - Lettings Policy
 - Termination of Tenancy Policy
 - Tenancy Policy
 - Vulnerable Customers Policy
- 5.2 The effective delivery of this policy including training, guidance and support required by staff for implementation of this policy will be provided by the Housing Operations Team.

6. Policy review

- 6.1 We will review this policy at least every three years to make sure it remains relevant and accurate unless:
 - Legislation/regulation or industry changes require otherwise, making sure that it continues to meet our aims and industry best practice
 - We identify any problems or failures in this procedure as a result of customer and stakeholder feedback, complaints or findings from any independent organisations.

Version	Checked by	Amendments	Approved at/by	Date of Approval	Published by	Date of Review
1.0	Head of Housing Operations	Strategic review and update to corporate template	Board	Dec 24	Policy & Service Improvement	Dec 27