



SUCCESSION POLICY

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1. Introduction

- 1.1** Eastlight Community Homes (hereafter ‘Eastlight’) is committed to providing quality homes and services to its residents.
- 1.2** Succession is the process whereby a tenancy passes onto another person, with the same tenancy agreement being applied to the new tenancy holder or joint tenant.
- 1.3** Only certain individuals are able to succeed a tenancy upon a tenant’s death.
- 1.4** The Succession Policy has been designed to ensure that we meet our legal and statutory requirements under UK legislative and regulatory obligations.

2. Scope

- 2.1** This Succession Policy sets out our approach to clarify the circumstances in which a person may succeed an Eastlight Tenancy Agreement.
- 2.2** This Policy does not apply to temporary housing, home ownership (leaseholders), market rent, intermediate rent, key workers, or residents living in properties that have a license agreement (known as ‘licensees’).
- 2.3** The Policy applies to all Eastlight employees, under both temporary or permanent contracts, who are responsible for carrying out Eastlight’s duties and managing data, particularly around tenancy management.
- 2.4** The Policy is to be applied to all tenancies of Eastlight residents, including any tenancies held by residents at the point of Eastlight taking ownership of their home.
- 2.5** Please read the Empty Homes & Allocations Policy in conjunction with this Policy.

3. Statutory & Regulatory Requirements

- 3.1** This Policy is designed to ensure Eastlight meets its obligations under the following statutory and regulatory requirements:
- The Housing Act 1980, 1985, 1988, 1996
 - Data Protection Act 1998
 - The Equality Act 2010.

4. Think Customer

- 4.1** At Eastlight, we exist to provide the best possible homes and services for residents.
- 4.2** Our 'Think Customer' approach aims to guide and support colleagues whenever they make decisions that affect our residents, directly or indirectly.
- 4.3** 'Think Customer' ensures our people fully consider how residents will experience and be impacted by the service we provide. Before acting, our people are required to think about:
- The short and long-term effects of their actions
 - The residents' individual needs and preferences
 - Whether their communication is clear, respectful and appropriate
 - If they can draw on any past insights or experiences to help them when making tough decisions
 - Whether they, themselves, would be happy with the service being provided.
- 4.4** The 'Think Customer' model is designed to complement and work alongside all Eastlight policies and procedures, including this Succession Policy.

5. Aims & Outcomes

- 5.1** There are four different types of succession depending on the circumstances of the resident and their household, at the time of death. These are as follows:
- Survivorship
 - Statutory Succession
 - Contractual Succession
 - Discretionary Succession.
- 5.2** Definitions of each succession type, including residents' rights, can be found in Section 6 below.
- 5.3** If there is no right of succession, a Notice to Quit will be served on all parties involved, including the Public Trustees Office, and the current occupant will be asked to leave the property.
- 5.3** If the property is not returned to Eastlight, legal action through the Court will be taken to gain back possession.

6. Definitions

6.1 Survivorship

- 6.1.1** By law, Survivorship occurs when a joint tenant dies. The tenancy will pass automatically to the surviving tenant regardless of the relationship between the joint tenants. The surviving tenant will remain at the same address, and no new tenancy agreement will be required. The tenancy simply becomes a sole tenancy in the name of the surviving tenant.
- 6.1.2** Survivorship prevents any further succession and only applies to joint tenants.
- 6.1.3** The following apply under the rules of Survivorship:
- Any existing rent arrears become the sole responsibility of the surviving tenant
 - Any legal notices applying to the tenancy will still take effect
 - All rights and obligations related to the tenancy continue to apply to the surviving tenant
 - The surviving tenant continues to have the right to pursue compensation for any previous complaints and improvements.

6.2 Statutory Succession

- 6.2.1 Statutory Succession is a legal right under Section 17(1) of the Housing Act 1988. This will apply where a sole tenant dies leaving a spouse, partner or civil partner who was occupying the property as his/her only or principal home immediately before the resident's death.
- 6.2.2 As in Survivorship, the rules included in 6.1.3 will apply.
- 6.2.3 Only one succession can take place. If the deceased resident was already a successor themselves, there are no further rights of succession.

6.3 Contractual Succession

- 6.3.1 Some tenancy agreements give residents an additional right to a Contractual Succession. This applies to certain family members, other than spouses, partners or civil partners, who have lived at the property for at least 12 months prior to the resident's death and if the property was the person's only or principal home throughout this period.
- 6.3.2 The Tenancy Agreement will set out which family members qualify for a Contractual Succession.
- 6.3.3 As in Survivorship, the rules included in 6.1.3 and 6.2.3 will apply.
- 6.3.4 Consideration will be given to the suitability of the property and depend on the demand for that type of housing needed within the local area.

6.4 Discretionary Succession

- 6.4.1 In the case that a previous succession has occurred, or where the tenancy does not allow a Contractual Succession, we may grant a Discretionary Succession.
- 6.4.2 In deciding whether to exercise a Discretionary Succession, we will take the following into consideration:
- If the person has a priority need for housing, in respect of their health or situation, as defined in the Housing Act 1996 (as amended). This includes old age, mental illness, and physical disability
 - The length of time the person has lived in the property as their only or principle home
 - Any financial and/or support given by the resident to the deceased resident
 - Whether the person has been proven to have caused any anti-social behaviour at the property or in the locality of the property, or has previous rent arrears.
- 6.4.3 The list above is not exhaustive.

- 6.4.4 We will take into account any circumstances that we consider to be relevant in granting a Discretionary Succession.
- 6.4.5 We are entitled to require evidence of the applicant's relationship with the deceased resident, and of their residence at the property. If such information is not provided, or if the information is not considered sufficient, we may issue legal action to remove the remaining resident.
- 6.4.6 If a Discretionary Succession is agreed, we will create a new tenancy. The successor may be given a tenancy in the form of a new Tenancy Agreement.
- 6.5 Devolution by Will**
- 6.5.1 Devolution by Will is when a sole tenant leaves the tenancy to a designated individual through their will. This is not technically a succession.
- 6.5.2 We may seek to terminate a tenancy where it has been devolved to an individual who would not have otherwise qualified to succeed the tenancy, using Ground 7, Schedule 2 of the Housing Act 1988 (as amended).

7. Accommodation

- 7.1 In all cases involving Contractual and Discretionary Successions, consideration will be given to the suitability of the property for the successor.
- 7.2 In cases where the successor would not be entitled to the property under Eastlight's Empty Homes & Allocations Policy, we will take the following into consideration:
- If the person has additional needs, as defined in The Housing Act 1996 (as amended), and when moving them to alternative accommodation would be detrimental to their health as a result of this
 - Any protected characteristics under The Equality Act 2010
 - The length of time that the person has lived in the property as their only or principle home. The length of residency should represent a significant proportion of the successor's life
 - Any financial and/or other support given by the resident to the deceased resident
 - The prevailing demand for a home in the area
 - Whether the home has adaptations which are suitable for the needs of the potential successor.
- 7.3 If we determine that the home is unsuitable for the successor, the successor must transfer to an alternative home or accommodation. The successor will be given advice

on how best to secure alternative accommodation, which will include applying for housing. The successor will be given a period of six months to complete this and vacate the home.

- 7.4** Eastlight may initiate Court proceedings after this period, only if alternative accommodation has not been agreed, using Ground 9, Schedule 2 of the Housing Act 1988 (as amended).

8. Equality Impact Assessment

- 8.1** An Equality Impact Assessment (EIA) for this Policy was conducted. As a result, actions have been put in place to mitigate any negative impacts.

9. Glossary of terms

Survivorship	The right of one or more joint tenants who have survived another to take the interest of the person who has died
Statutory	Automatic requirement
Contractual	Stipulated within the contract (Tenancy Agreement)
Discretionary	At the discretion of the landlord
Successor	The individual succeeding the tenancy.

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