

HOUSING SOLUTIONS GROUP

SUCCESSION & ASSIGNMENT POLICY

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1 **Statement of Intent**

- 1.1 Maidenhead & District Housing Association (MDHA / the Association) operates in an area of extremely high housing demand. The Succession & Assignment Policy is part of a series of Lettings Policies that outlines the way MDHA operates and manages the lettings of its properties, in order to maximise the use of scarce resources in the most equitable and ethical way.

2 **Aims**

- 2.1 The Association aims to provide a fair and efficient service when processing successions and assignment requests by;
- meeting its statutory obligations;
 - making the most efficient use of its available housing stock;
 - applying best practice, and;
 - dealing sensitively with residents at a time of personal grief and difficult circumstances.

3 **Definitions**

- 3.1 Succession – the transfer of a tenancy (not a property) to a qualifying person following the death of the tenant.
- 3.2 Assignment – the transfer of a tenancy (not a property) to a qualifying person by a still living tenant.
- 3.3 Spouse – a husband or wife.
- 3.4 Civil Partnership – a legal union between couples of the same sex (available from 21 December 2005).
- 3.5 Statutory – a right granted by act/s of legislation and not subject to the consent of the landlord.
- 3.6 Contractual – a right granted by a contract (tenancy agreement) between the tenant/s and landlord.

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3.7 Immediate Family – parent (including step), child (including step), partner (of either sex), sibling, uncle, aunt, niece or nephew. Also unrelated full time carers of the tenant who reside permanently at the premises can be identified as a family member.

4 Succession (Death of a Tenant).

4.1 All cases are dealt with in accordance with the current relevant legislation which defines the right to succession whether statutory or contractual.

4.2 Succession applies in the following circumstances (in priority order):

- Where there is an existing joint tenant that person automatically becomes the sole tenant (this is a form of contractual succession).
- If there is no existing joint tenant then statutory succession rights apply in the first instance:
 - there may only ever be one statutory succession on any tenancy;
 - a new tenancy is not created;
 - a statutory successor for Secure tenancies must be either the deceased tenant's:
 - spouse or civil partner, or
 - another member of the tenant's immediate family who has resided with the tenant at the time of death and for the preceding 12 months.
 - a statutory successor for Assured tenancies must:
 - be the deceased tenant partner (spouse, civil partner or common-law, including same sex) and;
 - have been using the premises as their only or principle home when the tenant died;
 - there is not a right to statutory succession to Assured tenancies for family members.
 - Statutory succession overrides any other claims to the tenancy (e.g. non-joint tenant contractual succession or a covenant in the deceased tenants will).
- Where there was not a joint tenancy or there is no right to statutory succession then rights to contractual succession apply, as defined in the tenancy agreement, generally;
 - the Association would normally offer a tenancy to the deceased tenants surviving partner or immediate family member (who has not enjoyed the right to statutory succession);
 - a new tenancy would normally be created in these circumstances, except where the successor is identified as such in the deceased tenant's will and there is no statutory succession;
 - where the original tenancy was secure, this status is lost where there was no statutory successor.

4.3 In all cases of succession the Association will consider the successor's circumstances and the extent of housing need in the area. If there is evidence of under-occupation or the property is deemed unsuitable following succession the Association will take appropriate steps (including legal action)

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to house the successor in a home more appropriate to their needs. The Association will consider exceptions to this policy under the following circumstances only:

- where succession is to an existing joint tenant or by statutory succession to a spouse or civil partner, and;
- where undue hardship or distress would be caused.

5 Joint Tenancies

5.1 Joint tenancies will only be granted to the existing sole tenant's partner (of either sex) according to the following criteria:

- Following marriage or civil partnership (after providing appropriate documentation), or;
- Having provided proof of residency at the relevant address for the preceding 12 months where not married, and;
- In either circumstance, that the rent account is clear and that the tenancy is not subject to any legal action by the Association.

5.2 Joint tenancies for people who are not partners (family members or friends) will only be offered at the initial application for housing stage according to the criteria for assessing housing need.

6 Marriage & Civil Partnership

6.1 A tenancy will be amended to a tenant's new name upon notification of marriage or if evidenced by appropriate, formal legal documentation (e.g. deed poll).

6.2 A tenancy will normally be changed to a joint tenancy if requested by both parties and provided that the rent account is clear.

7 Separation

7.1 Where there is a marriage, civil partnership or relationship breakdown and neither party is willing to leave the property, any dispute regarding the tenancy is a matter to be decided by the courts, and the Association will abide by the court's decision.

8 Assignment

8.1 The Association will only allow tenants to assign their tenancy in the following circumstances;

- to another person who would qualify for statutory succession in the event of the tenants death;
- from a joint to sole tenancy by mutual consent or,
- by the right to mutual exchange (please refer to the Transfers and Mutual Exchange Policy).

8.2 Requests for assignment may be refused if:

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- the tenant assigning is not intending to leave the property permanently;
- there are arrears of rent due;
- the tenancy is subject to legal action by the Association, or;
- the property would not be suitable for the needs of the person the tenancy would to be assigned to;
- also, reasons defined in the Transfers and Mutual Exchange Policy.

8.3 Permission to assign will not be unreasonably withheld by the Association.

9 To counter fraud the Association requires that all applicants for housing provide a photograph of themselves. This photograph should be provided by the applicant at the time of signing up for the tenancy. The photograph can be provided in the following ways:

9.1 Provision of a recent passport sized / standard photograph;

9.2 Provision of a passport or photo ID diving license (which will be copied by the Associations staff), or;

9.3 The Associations staff will take a photograph of the applicant/s at the time of the tenancy sign-up using the Associations equipment.

9.4 Photographs will be held on the tenancy file and will not be shared with any person or organisation external to the association.

10 Appeals Policy

10.1 If an applicant feels dissatisfied with a decision made concerning their application for succession or assignment of tenancy, then they should discuss the matter in the first instance with the Association's Neighbourhood Manager. If they are still dissatisfied, then the complaint will be dealt with through the Association's Complaints Procedure, details of which are available on request. Complaints will be acknowledged within 3 working days and fully investigated. The complainant will be informed of the outcome within 15 working days and informed if the Association is unable to meet this timescale.

11 Equal Opportunities

11.1 The Association is committed to a policy of equal opportunities for all its members, residents, employees and applicants, regardless of religion, sexual orientation, age, class, racial origin, sex, disability or marital status as determined in the Equality and Diversity Strategy.

12 Review

12.1 This policy will be reviewed on a three yearly basis or in response to changes in legislation, regulatory guidance, good practice or changes in other relevant Housing Solutions Group policy.

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