Assignment and succession policy

Approved by: Customer Experience Committee

Approval date: 18 May 2026

Next review date: 2029

Applies to: RHP (Association)

1. INTRODUCTION

1.1 This policy sets our approach to assignments and successions for all tenants. It sets out the aims and principles which will apply in respect to the assignment of the tenancy rights through succession. We recognise that the circumstances surrounding an application to succeed to a tenancy are likely to be distressing for the customer and will aim to deal with all such requests in a sensitive and efficient manner.

1.2 The rights of succession to a tenancy differ according to the type of tenancy held and when the tenancy was granted.

2. RHP's APPROACH

2.1 Tenants will be granted succession rights in accordance with legislation and the terms of their individual tenancy agreement.

2.2 RHP may ask an occupier to move to alternative accommodation even if they have the right to succeed if:

- The property is excessively large or small for their needs; or
- The property has been adapted and the successor does not need the adaptations.

2.3 Other than in the cases of successions which happened prior to 17 July 2000 (housing transfer), where there has already been a succession of the tenancy, we will not grant a further succession.

2.4 We will provide advice and support to the customer about future housing options where they do not have a right to take over the tenancy. The advice and support will depend on the circumstances of each case and we will balance the need for ensuring that we take into consideration the circumstances of the customer.

2.5 Assignment to a potential successor counts as a succession.

2.6 Succession rights still apply to fixed term tenancy agreements, but the qualifying successor is only entitled to the remainder of the fixed term. At the end of the fixed term period the successor will be subject to the standard tenancy review process for an assured tenancy.

2.7 This policy should be read in conjunction with our:

- Allocations Policy
- Complaints Policy
- Improving and Maintaining Neighbourhoods Policy
- Anti-Social Behaviour Policy
- Complaints Policy
- Hoarding Policy

3. Assignment

3.1 An assignment is where a tenant can legally pass their tenancy to someone else during their lifetime by a Deed of Assignment. The person who is assigned the tenancy will become the tenant under the same agreement. The ability to assign is limited by the terms of the tenancy agreement and by legislation.

3.2 An assignment can only take place if the original tenant has the right to assign. For example:

- By mutual exchange – tenants who have the right to mutually exchange their home with another housing association or local authority
- By a court order – we will always agree to an assignment if ordered to do so by a court.

3.3 An assignment does not count as a succession where it is required by a court order or through a mutual exchange.

3.4 We may refuse a request for an assignment where the:

- Tenant has rent arrears or any other outstanding breach of their tenancy
- The tenant is subject to legal action
- The property would not be suitable for the needs of the assignee or the property has adaptations which the assignee does not require
- The tenancy has already been assigned or succeeded to where the request is not via a court order or mutual exchange.

4. Survivorship

4.1 In the case of a joint tenancy, the tenancy is automatically succeeded by the remaining joint tenant by what is known as survivorship. Survivorship is treated as a statutory succession.

4.2 On the death of a joint tenant, the remaining joint tenant becomes a sole tenant.

5. Succession

5.1 This section applies to customers who have the right to succession as set out in legislation or additional rights in their tenancy agreement.

5.2 The right to a succession is unchanged after a mutual exchange – any successor remains a successor in their new home with no new rights of succession.

Requesting a succession

5.3 Claims for a succession are made at a time of bereavement and we are committed to dealing with these cases sensitively. We will make reasonable enquiries and assess requests. However, the person claiming the right to succeed must provide the necessary evidence to support their right for a succession. At times, we may work with South West London Fraud Partnership to provide us with additional information.

5.4 All requests should be made within one month of notifying us about the death of the customer. We will closely liaise with the potential successor in cases where we need to extend these timeframes.

5.5 We will not process successions unless we are in receipt of a death certificate.

5.6 Providing false, dishonest or misleading information to claim a succession is considered fraud as well as covering up a death of a customer to benefit from their tenancy. We will take appropriate enforcement action where we believe a fraudulent request has been made.

5.7 Any potential successor must have been living at the tenancy address as their main or only principal home at the time of death of the customer and for at least a period of 12 months before death.

5.8 Where there is more than one potential successor, we will ask them to decide on who will succeed the tenancy. Where a decision is not made, this will be decided either by a court or by us. If the decision is made by us, we will consider housing need, dependants and the relationship to the customer.

Granting a succession

5.9 There is one statutory right of succession for an assured tenancy. In addition to the statutory succession right set out in legislation, some of our tenancy agreements include additional contractual succession rights. We may also consider granting a new discretionary tenancy where there is neither a statutory or contractual right to succession.

5.10 A child under the age of 18 may succeed to a tenancy where they meet the relevant criteria. However, the tenancy will need to be held on trust by a guarantor until the child reaches the age of 18.

5.11 If the property is not suitable for a successor we will, where the law allows us to, require the successor to move to an alternative accommodation provided by us. We will consider a home unsuitable if the property is:

- Larger than the successor's housing need (i.e. under-occupying) or would lead to overcrowding
- Adapted and the successor has no need for the adaptations
- Retirement housing and the successor has no need for this type of housing
- Deemed unsuitable for any other consideration that reasonably applies.

Where no succession right exists

5.12 If a customer loses their security of tenure before they die or wish to assign, for example abandoning the property or subletting the whole property, there will be no right to succession or assignment. If a customer is admitted to a care home for more than 28 days, we will ask those assisting them to notify us as to whether this will be a permanent move.

5.13 Where no statutory or contractual rights to succession exist for a member of the household occupying the home of the deceased customer and there is evidence of them having resided in the homes for a period of 12 months or more, we may consider offering a new tenancy where there is a housing need and any significant housing related health or welfare needs.

5.14 Where occupiers have no right to remain in the property, we will provide advice on finding alternative accommodation and where necessary, take legal action to take possession of the property.

5.15 We do not give succession right to properties not let as a home i.e. paid parking bays, sheds or garages).

6. Discretionary tenancies

6.1 Any discretionary offer to grant a new tenancy will be in line with our Tenancy Policy and Allocations Policy.

6.2 Where there is no statutory or contractual right to succession or assignment of a tenancy, but remaining household family members wish to be granted a tenancy, we may consider the award of a discretionary tenancy under certain circumstances. These will be:

- Where the customer has died, and there is no right to succession or
- Where the customer has gone into residential care on a permanent basis and there is no option or right to assign or
- In rare cases, where we may consider other special circumstances such as:
    - Where domestic abuse is a factor in a case where the alleged perpetrator has ended the tenancy and/or vacated the property with no intention to return and there have been no assignment rights for the victim and any other household members
    - Where a vulnerable minor remains in the property following the death of the customer and there is no right to succession
- Where a case poses a risk (legal, regulatory or reputational) to the organisation or other relevant sensitivities, vulnerabilities and grounds that should be reasonably considered.

6.3 In the case of a discretionary tenancy, a family member is defined as: sibling, parent, grandparent, child and adopted child, grandchild, uncle, aunt, niece or nephew.

6.4 In some cases we may consider granting a discretionary tenancy to a carer if they meet the following criteria:

- They are in receipt of Carer's Allowance for the customer they are looking after
- They are the main carer and are a permanent resident in the household
- The customer they are looking after is in receipt of higher Disability Living Allowance or Personal Independence Payments.

6.5 We do not consider awarding discretionary tenancies to household members remaining in the property after the customer has voluntarily left the property. In such circumstances we will provide housing option advice, make referrals for appropriate support (i.e. local authority) and take action to obtain possession of the property.

6.6 When considering requests, we will assess the eligibility of the person and we require the following conditions to be met for a consideration of the discretionary tenancy:

- The applicant must have a legal right to hold a tenancy and have recourse to public funds.
- The applicant (and any other household members) must have lived with the customer for the previous 12 months as a minimum.
- The applicant must not have a legal interest in another property which could be available for their occupation.
- The tenancy must have been conducted satisfactorily, and there is no risk of harm to the property, neighborhood or community by awarding a discretionary tenancy.
- The applicant will need to evidence the Right to Rent
- The applicant does not have a financial capacity to rent or purchase another property (i.e. private sector or homeownership).

- The granting of a discretionary tenancy does not conflict with our charitable objectives or legal, regulatory or moral obligations as a responsible and caring social landlord.

6.7 In cases where the remaining family/household members would be under-occupying the property, or if the property is adapted and the adaptation are no longer required, we expect the applicant/household to move to suitable alternative accommodation. This will be a condition of the discretionary tenancy being awarded. The applicant will be given one suitable home offer unless there is significant evidence to support why the offer is not suitable. If the offer(s) are refused, then action will be taken to end the tenancy.

6.8 We will review the discretionary tenancy application after 12 months, or earlier if required, if no suitable property offer has been made. In exceptional circumstances, we may agree to the customer remaining in their current home if they're maintaining their use and occupation payments, there's no ASB or tenancy related issues and the under occupation is for one bedroom only.

6.9 If it is determined that a discretionary tenancy will not be granted, the applicant will have a right of appeal. The applicant will have seven calendar days to appeal in writing and the appeal will be heard by a Head of Service or Director. Where the right of appeal is exercised and the original decision is upheld, this will be our final decision and no further right of appeal will be granted.

7. Assignment

7.1 This section applies to customers who have an assured tenancy.

Requests for assignment

7.2 An assignment can only take place if the original customer has the right to assign. We will only consider the following types of assignments:

- Mutual Exchange – customers who have the right to mutually exchange can 'swap' their homes with another customer of a registered social housing provider (i.e. another housing association or local authority). A mutual exchange cannot be carried out with a tenant of a private landlord. Please also refer to our Home Exchange Policy for further information.
- By a Court Order – we will always agree to an assignment if ordered to do so by a court order.
- To a potential successor – some tenancies may allow a right to assign to a potential successor if stated in their tenancy agreement.

7.3 We may refuse a request of assignment where the:

- Customer has rent arrears or any other breaches of their tenancy
- The customer is subject to legal action by us
- The property would not be suitable for the needs of the person the tenancy would be assigned to or their household. This includes retirement housing or where the property has been adapted and the assignee or members of the household does not require the adaptation.
- The tenancy has already been assigned or succeeded where the request is not via a court order or mutual exchange.

7.4 Where there are outstanding arrears, we will agree with the customer that they must clear these before proceeding with their application to assign the tenancy unless there are exceptional reasons or it is in our interest to do so.

8. Use and Occupation

8.1 Where an applicant requests to take over the tenancy of a deceased tenant through discretionary succession or seeks a discretionary tenancy following bereavement, a Use and Occupation (U&O) account will be set up to formalise their temporary occupation of the property. Occupation following the death of a tenant does not confer security of tenure unless statutory succession rights apply.

8.2 A U&O account will be set up four weeks after a Notice to Quit (NTQ) has been served on the personal representatives of the deceased tenant, but only where the property does not meet the applicant's housing need. However, Use and Occupation charges will still apply even if the applicant is likely to remain in the existing property; in such cases, the account should be set up from the Monday following the tenant's death. From the point of account creation, the applicant will be responsible for U &O charges equivalent to the weekly rent, pending the outcome of their application.

8.3 If the application is approved, the applicant may either be offered a new tenancy of a more suitable alternative property in line with their assessed housing need or, where appropriate, be granted permission to remain in the existing property under discretionary succession provisions. No new tenancy agreement should be offered to an applicant remaining in the existing property as this will create an additional succession right to the property. If the application is declined, the applicant will be required to vacate the premises within four weeks of the decision, and enforcement action may be taken if they fail to do so.

8.4 All Use and Occupation accounts are managed by our Rents Team, who may reject a discretionary tenancy application if there are arrears and the customer fails to engage.

9. Equality, Diversity and Inclusion

9.1 We will treat all applications for successions sensitively and fairly in line with this policy and legislation. To make the best use of our adapted properties, we will assist successors who are not in need of the adaption to move to a more suitable property.

9.2 This policy aligns with our Inclusion Strategy by supporting vulnerable people, creating spaces where people want to live and building resilience in people and communities.

10. Legislation and Regulation

Key legislative and regulatory requirements affection this policy:

- Housing Act 1985 and 1988
- Localism Act 2011
- Matrimonial Clauses Act 1973

- Family Law Act 1996
- Equality Act 2010
- Regulator of Social Housing’s Regulatory Standards