

Deceased Customer Policy

1. What this policy is about

- 1.1 This policy outlines our approach when a customer who is a tenant dies.
- 1.2 When a sole tenant dies, the tenancy does not automatically come to an end. A valid legal notice needs to be served either by us or by the deceased tenant's personal representative to end the tenancy.
- 1.3 If someone is still living in the home, they may succeed to the tenancy or be granted a new tenancy. Succession happens when a tenant dies, and a person has a right either by law or given in the tenancy agreement to take over the tenancy. See appendix 1.
- 1.4 We recognise that following the death of a customer, family members will be grieving, and we will liaise with them with sensitivity and care.
- 1.5 This Policy:
 - applies equally to assured (non-shorthold) and assured shorthold tenancies.
 - does not apply to licences or leaseholders.

2. Our approach

- 2.1 We aim to provide a fair and efficient service when processing succession requests by:
 - dealing sensitively with customers at a time of grief and loss.
 - meeting our statutory and contractual obligations; and
 - making the best and most efficient use of our available homes.
- 2.2 Once we become aware that a customer (who is a tenant) has died, we will within 5 working days:
 - Request a copy of the death certificate from whoever contacts us to report the death. If there is nobody to provide a death certificate, we can request one from the General Register Office (for which a fee is payable).
 - Ask for a copy of any Will.
 - Confirm if there are any officially appointed representatives (i.e. an executor or an administrator) with the necessary authority to serve a notice to quit to the organisation to end the tenancy.
 - Ask for a copy of the Grant of Probate or any Letters of Administration (acknowledging that these may not be immediately available).

A decorative footer graphic consisting of a collection of colorful geometric shapes including squares, circles, diamonds, and triangles in shades of yellow, orange, blue, and teal, scattered across the bottom left of the page.

This policy applies from November 2023
This policy applies to: Livv Housing Group

Where there is no Successor or Succession is by Grant of a New Tenancy

- 2.3 The deceased customer's tenancy must be terminated, even if someone else is living in the home.

Termination by Personal Representative

- 2.4 A next of kin doesn't necessarily have the right to end the tenancy. Only an officially appointed personal representative (i.e., an executor or an administrator) can serve a notice to quit on us to end the tenancy.
- 2.5 A shorter notice (i.e., less than 28 days' notice) may be agreed between us and the personal representative.

Termination by us

- 2.6 Where there is a Will and the executor is living in the home but has no succession right, we should serve a Notice Seeking Possession relying on Ground 7 of Schedule 2 of the Housing Act 1988.
- 2.7 In all other circumstances we should:
- Serve a notice to quit on the executor named in the Will.
 - Serve a notice to quit on a family member who has been legally appointed as administrator.
 - Serve a notice to quit, addressed to "The Personal Representative of the [tenant's name] Deceased of [last known address for the tenant who died]".
OR
- 2.8 Where there is no executor or administrator, the notice to quit must be served on the Public Trustee using form NL1.
- 2.9 All notices should be served in line with the notice provisions set out in the tenancy agreement.

Remaining Customers

- 2.10 If people are still living in the home when the notice seeking possession or notice to quit has expired, we will issue possession proceedings.
- 2.11 Where Ground 7 is being relied upon, possession proceedings should be issued within 12 months of the tenant's death (or, if the court directs, within 12 months of when we should have become aware of the death). Rent (and any other term of the tenancy) should not be changed in the meantime.
- 2.12 In all other cases, a use and occupation/mesne profit account should be set up and the customer occupier asked to pay use of occupation/mesne profit charges.
- 2.13 In both cases, the customer(s) should also be told that possession proceedings will start.
- 2.14 We will offer advice to the customer(s) on finding a suitable home.



Vacant Home

- 2.15 If the home is vacant at the end of the notice period, we may take possession.
- 2.16 We will work with family members to access the home and remove any belongings of the deceased customer. If items remain when the notice expires, we will issue a Torts notice for 7 days before disposing of any items.
- 2.17 We will ensure the deceased customer's family are offered advice and support.
- 2.18 We will end the deceased customer's tenancy and support anyone else living in the home as needed.
- 2.19 If a person claiming succession is dissatisfied with the outcome of their request, they may use our complaints procedure.
- 2.20 Where necessary, we will still begin possession proceedings even if a complaint is being pursued.
- 2.21 Whether or not someone is entitled to succeed to a tenancy is a question of fact, ultimately for the Court.

3. Responsibilities

- 3.1 All colleagues are responsible for carrying out their work in line with this policy and associated procedures. The Director of Communities is responsible for overall implementation of this policy. Specific responsibilities are set out below:

Role	Responsibility
Head of Customer Relationship Management	Ensure key services are delivered in line with this policy and that there are robust performance management arrangements in place. And is responsible for reviewing the policy, amending it accordingly so it supports the associated strategic aims and reflects the service it relates to.
Complex Queries and Complaints Team	Are responsible for implementing the policy at operational level.

4. Monitoring and review

- 4.1 The key performance indicator below is in place to monitor the performance of the policy.
 - 28-day target for completion of all succession applications.
- 4.2 We will review this policy every 3 years, or sooner if our monitoring of the policy identifies that changes are required, for example because of changes to law, regulation or related Livv strategies and policies.



Control framework

Compliance

This policy supports compliance with:

- Legislative Compliance, in particular the Housing Act 1998 and the Protection from Eviction Act 1977
- Regulatory Compliance, in particular the Tenancy Standard and the Governance and Financial Viability Standard.

Document control	
Version	1.0
Policy applies from	November 2023
Policy applies to	Livv Housing Group
Approved by	Executive Director Customer Insight
Approved on	6 November 2023
Replacing/updating	Death of a Tenant Policy 2020-2023 Succession Policy 2020-2023
Next review due by	October 2026
Responsible Executive Director	Executive Director Customer Insight
Policy author	Head of Customer Relationship Management
Equality Analysis	October 2023
Environmental Impact Assessment	Not required
Circulation	Intranet; Livv Housing Group website

Version control		
Version	Date of Review	Summary of changes made
1.0	September 2023	Amalgamation of Succession and Death of a Tenant Policies, and review in line with Group policy framework.



Deceased Customer Policy Appendix 1 – Types of Succession

Succession Type	What Will Happen?		
Surviving Joint Tenant	If the tenancy agreement is in joint names and one of the joint tenants dies.	The tenancy will continue with the surviving joint tenant as a sole tenant. This is called the “right of survivorship” and happens automatically on the date of death.	
Statutory Succession	If an assured tenancy agreement is in the name of a sole tenant and they die, then his or her spouse/civil partner (or person who has been living together with a tenant as their spouse/civil partner) succeeds to the tenancy. This is as long as immediately before the tenant’s death the spouse/civil partner was occupying the property as their only or principal home.	The successor will take over the existing tenancy: no new tenancy shall be issued.	
Contractual Succession	A contractual succession is where additional succession rights have been included in the tenancy agreement. Not all of our tenancy agreements include a contractual right of succession. If there are any additional rights, these are usually only granted to a family member (other than a spouse or civil partner) who lived with the tenant in the property as their only or main home for 12 months prior to the tenant’s death.	If the original tenancy was granted prior to 1st April 2012, a new tenancy agreement will be granted to the successful applicant; or If the original tenancy was granted on or after 1st April 2012, the tenancy will vest in the successor. No new tenancy shall be issued.	
Discretionary Succession	A discretionary succession is where the person asking to succeed to the tenancy lived in the home (as their only home) for 12 months prior to the	For discretionary offers of tenancy, we will offer the form of tenancy required by our Tenancy Policy at the time for new tenants. At the date of this policy that would be a starter tenancy.	Where we would agree to a discretionary grant of a new tenancy except for the fact that the home is too large for the

	<p>death of the tenant but has no statutory or contractual right to succeed. They are asking us to exercise our discretion to let them stay as a tenant: we are under no obligation to exercise that discretion.</p>	<p>In deciding whether to exercise this discretionary grant of tenancy, the Housing Officer will consider these factors:</p> <ul style="list-style-type: none"> > Any previous successions to the tenancy. > That the would-be successor is a family member of the deceased tenant as defined in paragraph two under contractual succession above or the appointed guardian for the deceased tenant's children. > There have been no tenancy breaches and home has been kept in good condition. > The home is affordable for the would-be successor. > The home is the right size for the family. > That all adult household members have the right to rent. > The would-be successor has lived there in the 12 months prior to the death as their only home. > The applicant agrees to pay any arrears that have accrued since the tenant's death. > That the applicant has the right to live in another home (for example, they own another home) which is either vacant or could be vacant by the applicant taking actions (for example, seeking possession of a tenanted home). > the type of home e.g., adapted, sheltered accommodation. > medical needs and vulnerabilities of the applicant and the intended household members. 	<p>current occupier(s), we may make one offer of a suitable alternative (smaller) home, subject to availability.</p> <p>It is important to note that someone who is granted a tenancy under this option, will not be treated as a 'successor' as defined under section 17 of the Housing Act 1985. This means their spouse, civil partner or partner living together with them as if their spouse in the future would have a statutory right of succession.</p> <p>Any grant of a new tenancy under this discretionary option will be subject to any restrictions on us through our obligations under any relevant allocations agreements.</p>
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		> the demand from other applicants for this type of home.	
Inheriting an assured tenancy	<p>In addition to the above rights, it is possible for an assured tenancy to pass under a tenant's Will or, if they die without leaving a Will, through intestacy rules. This is because a tenancy is an interest in land. If the beneficiary (i.e., the person to whom the tenancy passes under the Will) lived in the property as their only or main home at the time of death, they will inherit an assured tenancy. Ground 7 of Schedule 2 of the 1988 Act exists for these circumstances.</p> <p>A copy of the Will and Grant of Probate will be required.</p> <p>Possession proceedings based on Ground 7 must be issued within 12 months of the date of death or our knowledge of the date of death or it cannot be used (unless the Court grants permission). A Ground 7 NSP has a 2-month notice period. This means the Ground 7 NSP must therefore be served before 10 months after the date of death.</p> <p>It is not correct to use an NTQ when the tenancy has been inherited under either a Will or Intestacy. An NTQ will be of no effect (unless the person who has inherited the tenancy then abandons the property).</p>	<p>Ground 7 schedule 2 Housing Act 1988</p> <p>The tenancy is a periodic tenancy (including a statutory periodic tenancy), or a fixed term tenancy of a dwelling-house in England, which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the Court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death.</p> <p>For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period or length of term of the tenancy, the premises which are let or any other term of the tenancy.</p> <p>This ground does not apply to a fixed term tenancy that is a lease of a dwelling-house:</p> <ul style="list-style-type: none"> > granted on payment of a premium calculated by reference to a percentage of the value of the dwelling-house or of the cost of providing it, or > under which the lessee (or the lessee's personal representatives) will or may be entitled to a sum calculated by reference, directly or indirectly, to the value of the dwelling-house. 	

	<p>If Ground 7 is going to be used, the rent and tenancy terms should not be changed as this would prevent the use of Ground 7.</p>		
<p>Previous Successions</p>	<p>There can only be one statutory or contractual succession. So, if there has been a previous succession (either statutory or contractual) there will be no further right of succession.</p> <p>However, successions before our stock transfer date (15th July 2002), when the Council was still landlord, do not count.</p>		
<p>Proof of ID and residency</p>	<p>We will ask for proof for all succession requests to confirm the identity of the person who is claiming succession, their relationship to the deceased, how long they have lived in the home and, where a discretionary succession, evidence of their right to rent.</p> <p>The person asking for succession must provide a sufficient level of evidence and documents should cover the entire qualifying period or 12 months. They must also provide the death certificate.</p> <p>We may also conduct any other necessary checks to assess who was living in the home before to the tenant's death.</p>		
<p>Under Occupation</p>	<p>Where there has been a statutory or contractual succession or the right of survivorship has taken effect and the successor is under occupying, we will still discuss rehousing to a more</p>		

	<p>suitably sized property with the successor. We will generally not allow a discretionary succession, where this would lead to under occupation as determined by our Lettings Policy or relevant lettings policy for the home. This is to make sure that any successor can afford the tenancy and we are making the best use of our homes.</p>		
Succession to a minor	<p>A minor is a person aged under 18 years. If they meet the conditions for succession, they are legally entitled to succeed to a tenancy regardless of how young they are. We will always seek to find an adult to be the trustee to hold the tenancy interest until the minor reaches 18 years of age. If the deceased tenant had a will, then the executor will be the trustee automatically. If there was no will, we will speak to other adult family members or a social worker to ask one of them to act as the trustee. Where there is social services involvement, we will work with both the family and social services to try to ensure sufficient support is provided by the family. If no adult will agree to act as trustee, we will take legal advice about how to proceed.</p>		
Multiple Successions	<p>Where more than one person claims to be eligible to succeed, we will require them to resolve between themselves who will succeed the tenancy.</p> <p>If they are unable to:</p>		

	<p>For assured tenants whose tenancy was granted prior to 1st April 2012, it depends on the provisions of the tenancy agreement as these determine who decides. It will usually be us who decides if the applicants cannot agree between them.</p> <p>For assured tenants whose tenancy was granted on or after 1st April 2012, they must apply to Court if they cannot agree.</p> <p>We will not create a joint tenancy on succession.</p>		
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