

L&Q Succession Policy



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1 Policy Purpose

- 1.1 In this policy, we explain what happens when a tenant dies and:
- A household member has a legal (statutory or contractual) right to take over the tenancy (called succession), or
 - No one qualifies for a legal right to succession. We also explain the limited circumstances where we may use our discretion to consider a request from someone who does not have a legal right to succeed.
- 1.2 We recognise that bereavement is difficult, and we will always aim to deal sensitively and respectfully with those affected. Our aim for this policy is to give clear information about the process to assist those affected to understand their next steps.
- 1.3 Social housing is in very limited supply, and we work with local authority partners to house those most in need. We have a duty to manage our housing stock efficiently in line with our legal and contractual obligations, our tenancy agreements, and our Allocations and Lettings Policy.

2 Scope and Exclusions

- 2.1 This policy applies to:
- Secure or Assured L&Q tenants (including those in general needs, sheltered, or supported housing).
 - Starter/Probationary tenancies: the same principles apply, though rights may differ (See 5.1.3).
 - Household members of such tenants.
 - L&Q social housing tenants (including assured and secure tenants, assured shorthold tenants, and residents in sheltered or supported housing).
- 2.2 It does not cover:
- Other tenure types (e.g. market rent, Rent to Buy).
 - Full leaseholders or shared ownership (leasehold). This follows different rules for inheritance so is not covered here.
 - Shared owners. (This also follows different rules, Please consult our separate leasehold guidance or contact us for more information.)

3 Legislation and Regulation

- 3.1 We follow relevant laws, regulations, and the terms of our tenancy agreements, including but not limited to:
- **Housing Act 1985**
(Rules on secure tenancies, succession.)
 - **Housing Act 1988 (s17)**
(Rules on assured and assured shorthold tenancies, including statutory succession rights.)
 - **Localism Act 2011** (Limits who can succeed to secure tenancies created after 01/04/2012.)
- 3.2 We work in line with our tenancy agreements which may offer additional contractual rights. Where a tenancy agreement says, “we may consider offering a new tenancy,” this does not refer to an automatic right; but instead means that, subject to criteria being met, we can consider reviewing an application and exercise our discretion whether or not to grant a tenancy. (See section 6 for Discretion).

4 Definitions

4.1 Succession

A provision for a household member to take over certain types of tenancy after the tenant dies, and subject to qualifying criteria. Depending on the type of tenancy (secure, assured, etc.) and the date it was granted, different rules may apply.

4.2 Statutory Succession

A right under housing law (e.g., Housing Act 1988) for certain family members or partners (usually a spouse, civil partner or equivalent) to inherit the tenancy. There can be only one statutory succession to a secure tenancy and certain conditions must be met.

4.3 Contractual Succession

This is a right given through the tenancy agreement rather than by law. Where a succession occurs as a result of rights provided for in the tenancy agreement it will operate as a statutory succession, and there will be no further rights of succession.

4.4 Discretionary Tenancy

A new tenancy that L&Q may offer on exceptional grounds to someone with no statutory or contractual right. Meeting the stated criteria to have a case considered does not guarantee an offer will be made.

4.5 Survivorship

If a tenant in a joint tenancy dies, the remaining joint tenant automatically succeeds to the whole tenancy under the common law rules of 'survivorship'. There cannot be any further succession unless a new tenancy is granted, by the exercise of our discretion.

4.6 Cohabiting Partner

Marriage and civil partnerships are legally registered and give documented evidence of spousal commitment. Where we refer to a co-habiting partner in this policy, we expect that there will be evidence of an equivalent and lasting commitment to the relationship. For a co-habiting partner who has not entered into a marriage or civil partnership, we will require evidence that the cohabiting partner lived at the property with the tenant, as their only home, for the 12 months immediately before the tenant's death.

4.7 Vulnerability

In many L&Q policies, 'vulnerable' is defined broadly (e.g. a condition placing a resident at risk). For the purpose of discretionary succession, we focus specifically on vulnerability in the form of specific medical needs tied to remaining at the current property.

5 Succession: Statutory and Contractual

5.1 Who Can Succeed

5.1.1 Secure Tenants

- Spouse, civil partner, or cohabiting partner (see definition) living at the property with the tenant (who was not themselves a successor) as their only or main home when the tenant died.
- Other family members if the secure tenancy began before 1 April 2012 and the agreement allows it, provided they lived in the property with the tenant as their only or main home for the 12 months immediately before the tenant's death.

5.1.2 Assured Tenants

- Spouse, civil partner, or partner living at the property with the tenant (who was not themselves a successor) as their only or main home.

- Other family members living at the property with the tenant (who was not themselves a successor) as their only or main home, only if the tenancy agreement grants them a contractual succession right and they meet all of the qualifying criteria.

5.1.3 Probationary or Fixed-Term

- If it's a fixed-term assured shorthold tenancy, any successor takes over the remainder of that term only, subject to meeting the qualifying criteria.
- If it's a starter or probationary tenancy, the successor inherits the rest of that probationary period (although legal rights vary), subject to meeting the qualifying criteria. Extension of a probationary period may apply.

5.2 One Succession Rule

- 5.2.1 After a tenancy has been succeeded (including survivorship), no further successions usually remain, unless the tenancy agreement specifically provides for further succession rights. If you are unsure whether a previous succession has already happened, contact us for clarification.

5.3 If More Than One Person Appears Eligible

- 5.3.1 Only one person can succeed. If multiple people qualify, priority goes to a spouse or civil partner. If there is no spouse/partner, those who are eligible should decide among themselves who will succeed. If they cannot agree, we can decide, and we'll explain our reasons in writing.

5.4 Property Suitability

Where you may succeed the tenancy, but not to the same property. If you are a statutory or contractual successor left in a home that is too large, or which has been adapted to accommodate a physically disabled person, we may require you to move so that it can be allocated to someone to whom it is better suited. We will serve a notice which will confirm the relevant legal grounds. We will, subject to availability, make one offer of a suitable alternative property, in line with our Allocations & Lettings policy. If you refuse a reasonable alternative, we will need to pursue possession.

6 Discretionary Tenancy Requests

- 6.1 **Where there is no statutory or contractual succession, you may ask if we can "consider" a discretionary tenancy.**

- 6.1.1 You can only ask us to consider a discretionary tenancy if **all** of the following apply:

- the tenancy agreement of the late tenant states that “we will consider” granting a new tenancy, hence giving you a contractual right to have an application considered
- you lived in the home as your only or main residence for the 12 months immediately before the tenant died; and
- you have no other home or tenancy or interest in another property.
- the existing property meets your needs (in line with our Allocations and Lettings policy)

6.1.2 Meeting these points gives you a right to have your case considered – it does not create a right to a new tenancy.

6.2 How we decide

6.2.1 If all gateway conditions at 6.1.1 are met, we will decide the application against all of the criteria below:

- Suitability of the current property for your needs
- Housing need, in the form of a recognised medical or health condition which would be adversely affected by a move from this property. For example, a property which has been significantly adapted for your disability.
- Financial circumstances, such as low income and limited savings, indicating you would financially struggle to secure alternative accommodation, but also whether you would be able to meet the rent payments for this property.
- Condition of your continued occupation after the tenant’s death (e.g. non-payment of use & occupation charges, refusal to allow access, or antisocial behaviour).
- In exceptional circumstances, we may consider other relevant factors on a case-by-case basis.

Note: We also consider local partnership arrangements regarding the allocation of properties. For example, where we have a nomination agreement in place with a local authority. We may encourage you to register with the local authority if you have not already done so.

6.2.2 We will usually need you to provide us with evidence to help us reach a decision. If so, you will be asked to provide requested information promptly (see 8.2).

6.2.3 Even if you meet the initial criteria to have a case considered, we withhold the right to refuse your application/offer if, during the waiting period, you do not behave in a tenant-like manner. This may include refusing access, failing to pay use and occupation charges, or you or your visitors causing anti-social behaviour.

6.2.4 Discretionary decisions will be subject to internal senior approval/internal panel, to ensure consistent, transparent decision making with an audit trail.

6.3 Possible Outcomes

6.3.1 Offer of a Tenancy:

- If granted, we will let you stay in the same property. We are unable to consider requests for us to offer you a discretionary tenancy in an alternative property.

6.3.2 Refusal of application to be considered

- If we are unable to consider your application, you are expected to leave the property in a reasonable timeframe (within 4 weeks). We typically serve notice if we consider that there is no legal successor. Remaining after notice will lead to possession action, and you will incur Use & Occupation (U&O) charges.

6.3.3 Refusal of discretionary tenancy

- If you meet the criteria (in 6.1.1) and we agree to consider your application, we may still conclude that we are unable to offer you a discretionary tenancy. We will provide written confirmation of our decision. We will serve notice requiring you to move. Until then you will incur use and occupation charges.

6.3.4 Within the 4-week period, if there is new information or your circumstances significantly change, please contact us promptly so we can use this information to help us make our decision.

6.3.5 Where we are unable to offer you a tenancy, we can signpost you to local authority options or other housing advice.

7 Assigning a Tenancy to a 'Would-Be Successor'

7.1 In some cases, a living tenant may want to assign (transfer) their tenancy to a household member who might qualify to succeed in the future. This uses up your succession right even though a death has not occurred. It is administered as an assignment process.

7.2 Meeting a 'would-be successor' standard alone does not automatically guarantee the tenancy can be assigned. For details on assignment eligibility, requirements, and our right to refuse, please see our Assignment Policy.

8 Supporting Information and Documents

8.1 If you apply for statutory, contractual, or discretionary succession, we normally ask for:

- Death certificate of the tenant
- Proof of your identity (passport or driving license)
- Evidence of relationship to the tenant (e.g. marriage or birth certificate)
- Evidence of residence at the address (e.g. council tax, electoral roll, bills or official letters covering the entire 12 months prior to the date of the tenant's death)
- Financial details if relevant (e.g. recent bank statements, joint accounts or claims)
- Right to Rent documentation
- You to complete an Application and Rehousing Form

8.2 Providing clear, complete documentation helps us to assess your request more quickly. The information above, and any supporting information, should be provided within 4 weeks of the date of your application. This helps us to reach a decision before a possession notice would require you to leave the property. If you cannot provide some of the information in the required time, you must contact us immediately to explain why. We reserve the right to terminate the application if the information we request cannot be provided.

8.3 We may also verify certain details, as part of our necessary checks (e.g. anti-fraud). If we need more information, we will let you know.

9 Monitoring and Controls

9.1 We monitor how well we follow this policy by checking that we:

- Have kept in contact with the applicant, and made decisions in a reasonable time, (i.e. no undue delays).
- Keep accurate records of what we have requested, received, and considered when we made our decision.
- Have been clear when communicating next steps or any decision.

9.2 We have internal processes to check how we have conducted cases, to ensure we have applied this policy accurately. We will also review this policy as part of a programme of regular policy reviews.

10 Equality, Diversity and Inclusion

10.1 L&Q applies this policy in line with the Equality Act 2010 and the Regulator's consumer standards. We have carried out an Equality Impact Assessment on this policy, to help us to check it with regard to the protected characteristics of age,

disability, race, sex, gender reassignment, sexual orientation, religion or belief, pregnancy/maternity, or marriage/civil-partnership status.

- 10.2 Where a protected characteristic or other vulnerability directly affects how we deliver our service, we can make reasonable adjustments – for example, providing information in alternative formats or arranging an interpreter.
- 10.3 Our approach for considering discretionary succession cases considers medical conditions and disabilities. Limiting the circumstances where we may consider discretionary succession helps us to release much needed properties to those most in need.
- 10.4 We monitor outcomes to make sure the policy works fairly across all groups. We will analyse the information we hold, and monitor any actions arising.

11 Communication

- 11.1 We want to help you understand your rights and options:
- Queries: If you have questions about succession, please contact us.
 - Further Advice: We recommend seeking independent legal advice if you are unsure about your rights.
 - Complaints: Complaints regarding the application of this policy will be managed in line with our Complaints Policy.

12 Policy controls sheet

Date of approval: 10th July 2025

Approved by: Customer Group

Effective date: 1st September 2025 / **Next Review date:** 1st September 2028

Policy owned by: Head of Housing Management

Associated documents: Succession Standard Operating Procedure, Assignment Policy, Tenancy Changes Guidance

Main Change	Key Points
Stand-alone Succession Policy	Removed assignment / joint-tenancy material; applies only to Secure, Assured and starter tenants – all other tenures sign-posted.
Clear legal framework	New definitions for statutory, contractual and discretionary succession. One-succession rule and survivorship explained. Definition for cohabiting partners to prevent misuse.

Clarity for discretionary route to be used	Gateway is only a “right to be considered”. Medical conditions attached to staying at the existing property, which must be suited to need, in line with Allocations and Lettings policy.
Consistent enforcement	NTQ issued once no right confirmed; 4-week vacate period. Use-&-Occupation charges set and monitored.
Governance & controls	Senior level/panel sign-off for any discretionary offer; strengthened record-keeping to ensure consistent approach to decisions.
6.2.1 – How we decide amended on 09/10/2025	Added wording to clarify that decisions are made “if all gateway conditions at 6.1.1 are met.” Expanded final bullet to read: “In exceptional circumstances, we may consider other relevant factors on a case-by-case basis.” Reflects Customer Group discussion and ensuring discretion is genuine.
Reviewed by: Policy Team, June 2025	
Approved by: Customer Group 10 th July 2025	