karbon group

Providing a strong foundation for life.

SUCCESSION POLICY

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Succession Policy

Responsible Officer	Group Director Housing
This policy is applicable to	Karbon Group
Policy version	4
Date this version implemented	May 2026
Date of next review	May 2031

Policy Statement

This policy explains who may be able to take over a tenancy when a customer dies, and how the Group will deal with succession requests fairly, lawfully and sensitively.

This will include being sensitive to the needs of customers who need support and advice following a bereavement where the issue of succession arises.

In most cases, succession rights depend on the type of tenancy, the relationship to the deceased customer, whether the person lived in the home as their main residence, and whether there has already been a previous succession.

Risk the policy is designed to control

4. Customer Service & Satisfaction - Failure of the Group to keep its promises to customers by meeting its customer service and TSM targets.

6. Governance and Compliance - Failure to comply with statutory and regulatory requirements and failure in the arrangements for managing the organisation at the highest level

Key performance measures

None

Definitions

Family Members — The Karbon Group will consider the following as family members:

- Parent or Grandparent,
- Child or Grandchild,
- Brother or Sister,
- Uncle, Aunt, Nephew or Neice,
- Step-relations, half-relations and in-laws are also included but not foster children.

Assignment — One of the ways that a tenancy can be legally transferred from one person to another.

Abbreviations
None

Policy Detail

1.0 Purpose of policy

1.1 To outline the Groups' approach to requests to succeed to tenancies.

2.0 Objectives

2.1 To ensure the legal rights of persons qualifying to succeed to a tenancy are protected and acted upon.

2.2 To ensure that non-qualifying persons are given appropriate advice and guidance about alternative housing options.

2.3 To ensure that the procedures for dealing with issues such as the appropriateness of "more suitable accommodation" and tolerated levels of under-occupation are consistent with the Groups' overall priorities and policies.

2.4 To deal promptly with requests for succession of tenancy to:
- Ensure best use of our housing stock.
- Apply best practice.
- Deal sensitively with customers.

3.0 Policy detail

3.1 Statutory Rights- Assured Tenants

3.1.1 Section 17 of the Housing Act 1988 gives succession rights to the spouse or civil partner of a sole assured tenant, provided that immediately before the death the spouse or civil partner, was living in the property as his or her only or principal home and the deceased tenant was not a successor. A person living with the deceased tenant as if they were a married couple or civil partners is to be treated as the tenant's spouse or civil partner. Other family members may have the right to succeed. Each case will be considered on its own merit.

3.1.2 The succession rights as detailed at 3.1.1 also apply to:
- a periodic assured shorthold tenancy;
- a fixed term assured shorthold tenancy that was for not less than 2 years when granted.

3.1.3 Only one succession is allowed. If the deceased tenant succeeded to their tenancy or formerly had a joint tenancy which subsequently became a sole tenancy on the death of the other joint tenant, then no further rights of succession arise.

3.1.4 When there is no statutory right of succession to a tenancy and the tenancy has passed under a will or intestacy to another person, the Group (subject to any contractual rights set out below) has mandatory grounds for possession under the Housing Act 1988, Schedule 2, Ground 7.

3.2 Statutory Rights- Secure Tenants

3.2.1 Section 86A of the Housing Act 1985 provides that when a sole secure tenant dies the tenancy may be passed on to a 'qualified' successor, provided there has been no previous succession to the tenancy. Where there has been a previous succession there can be no further succession.

3.2.2 Persons qualified to succeed to a secure tenancy (Section 86A, Housing Act 1985)

- The tenant's spouse, or civil partner, who was occupying the property as their only or principal home at the time of the tenant's death. A person living with the deceased tenant as if they were a married couple or civil partners is to be treated as the tenant's spouse or civil partner.
- Subject to the property not being occupied by a spouse or civil partner at the time of the tenant's death, and there being an express term within the tenancy agreement permitting it, a member of the tenant's family who was living in the property as their only or principal home and the succession is in accordance with that express term. Where succession is by a member of the family, there is a discretionary ground for possession available to the Group if the property is larger than they require. The Group will allow under-occupancy of one bedroom.

3.2.3 If there is more than one person qualified to succeed on the death of the tenant, a spouse or civil partner (that was occupying the property as their only or principal home at the time of the tenant's death) will take precedence. If there is no spouse or civil partner, but there are more than one family member who meet the conditions for succession, they should choose between them who will succeed to the tenancy. There can only be succession to a sole tenancy, they would not jointly succeed to a joint tenancy. Where agreement can't be made by the claimants on who will succeed the tenancy then it will be at the Groups absolute discretion to select the person who may pursue the claim.

3.2.4 Definitions of family member (Section 113, 1985 Housing Act)

- A spouse or civil partner, or where the person with whom the tenant lived as if they were husband or wife, or if in a same sex relationship but not civil partners, lived together as if they were civil partners
- The tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece
- A relationship by marriage or civil partnership is treated as a relationship by blood
- A relationship of the half blood is treated as a relationship of the whole blood
- The stepchild of a person is treated as his or her child

- An illegitimate child is treated as the legitimate child of his mother and reputed father

3.3 Common Law Succession

3.3.1 In addition to the statutory rights to succession detailed above there is also a "common law" right to survivorship. This applies where there is a joint tenancy and one of the joint tenants dies. Once this happens the tenancy passes to the surviving joint tenant, (or tenants) by survivorship. Survivorship will take priority over any statutory right of succession.

3.3.2 Where survivorship has taken place there can be no further succession to the tenancy.

3.3.3 Succession may also take place by way of inheritance of the tenancy via the deceased tenant's will or the rules on intestacy.

3.4 Contractual Rights

3.4.1 As well as the statutory rights to succession set out above, tenants of the former housing companies shown below were given additional contractual rights at the time of stock transfer:

- Milecastle Housing
- Castle Morpeth Housing
- Derwentside Homes
- Cestria Housing

3.4.2 It was agreed that any successions which had taken place prior to the transfer of stock from the Local Authorities to the above housing companies would be disregarded.

3.4.3 Further additional succession rights were granted within the individual stock transfers as follows:

3.4.4 If you are not a successor (as defined above) and if on your death there is no person who is able to succeed, the Groups agree that if a person:

- lawfully occupied your home as their only or main home at the time of your death and lawfully resided with you throughout the period of twelve months ending with your death and

- makes a claim in writing to us within three months of the death or such longer time as the Group shall in its discretion allow;

then the Group will end the tenancy agreement and grant a new tenancy either of the deceased's home or, at its discretion, of other premises that it considers to be more suitable. Such a tenancy shall be granted on such terms and conditions as we consider appropriate.

3.4.5 If more than one person makes a claim then in the absence of agreement between such claimants, the Group, will in our absolute discretion select the person who may pursue the claim.

3.5 Former Castle Morpeth Borough Council tenants - At the time of transfer to Castle Morpeth Housing the following contractual rights were agreed:

3.5.1 Succession can be granted to someone other than a partner of the sole tenant, if the sole tenant was not a successor and if: -

- He/she is a member of the sole tenant's household, and
- Lived with the sole tenant for the twelve months before the sole tenant's death, and,
- Lived in the sole tenant's home, as his/her only or principle home, at the time of the sole tenant's death and
- Agrees to abide by the terms of the tenancy.

3.5.2 Possession may be sought if, six months after the death of the sole tenant, there has been no grant of probate or letters of administration. If inheritance rules do not allow someone who qualifies as above to take over the tenancy, under Ground 7 of the Tenancy Agreement, the tenancy may be ended, and they may be granted a new tenancy.

3.6 Former Derwentside District Council Tenants at the time of the stock transfer to Derwentside Homes existing tenants were given the following succession rights.

3.6.1 On the death of a sole tenant and if no one is qualified to succeed, the tenancy shall pass to a qualifying member of the tenant's family who occupies the home as his or her only or principal home provided:

- that such a person has resided with the Tenant for 12 months prior to the Tenant's death;

- that the person has been referred to in the Tenancy Agreement when the Tenancy commenced or we received notification of them moving into the property

- such person agrees in writing to abide by the terms of this tenancy.

The Tenancy shall pass under this clause to the Tenant's spouse, civil partner or other partner, if not qualified or, if there is no such person or if he or she declines to accept the Tenancy, priority shall be accorded in the following order of preference:

- the Tenant's resident adult son or daughter; then

- any other adult resident qualifying member of the Tenant's family.

- If there is more than one person of equal priority to succeed to the Tenancy, the Tenancy shall pass to whichever is agreed between them, or, in the absence of agreement, will be determined by the Group.

3.7 Contractual Rights- Assured Tenants

3.7.1 Upon the death of a sole tenant that is not themselves a successor, anyone who believes they have an entitlement to succeed to the tenancy, must make written application to the Group within 3 months of the death of the tenant.

3.7.2 If the successor is the spouse or partner of the deceased tenant, then subject to the deceased tenant not being a successor themselves, the tenancy will pass to the applicant so long as they were living in the property as their only or principal home at the time of the tenant's death.

3.7.3 If there is no joint tenant, spouse or partner the Group will consider applications from other family members who had been living with the deceased tenant as their only or principal home continuously for a period of at least 12 months preceding the death of the tenant.

3.8 General Terms

3.8.1 Children under the age of 18 may succeed to a tenancy. Any tenancy granted to a minor will be held in trust by a third party until they reach the age of 18.

3.8.2 The Group will treat same sex partners in the same way as heterosexual partners.

3.8.3 In the event where there is more than one person with a claim to succession, and the claimants cannot reach agreement, the Group will in our absolute discretion select the person who may pursue the claim.

3.8.4 Successors are not required to sign a new tenancy agreement, as this would create a new tenancy. However, the successor must sign confirmation that they have read and understand, and accept to abide by, the terms and conditions of the tenancy.

3.8.5 No more than one person can succeed a tenancy.

3.8.6 Where someone has the right to succession, the Group will reserve the right to require them to move to another property if it is felt that the property is not suitable for them, for example, it is too large for their needs or the property has been adapted and they do not need those adaptations.

3.8.7 Where a tenancy has been assigned to someone who would have qualified as a successor then no further successions can take place. Assignment by way of mutual exchange does not count as a statutory succession.

3.8.8 The Group only permits 1 right to succession. Where this has already been exercised or the household member does not qualify to succeed the tenancy, the

Group may grant a new tenancy of the property in exceptional circumstances (or of another suitable property if the existing home is too large or specialist accommodation is no longer required by the surviving occupier).

'Exceptional circumstances' includes where a person is:

- A non-qualifying household member who was living in the property as their only or principal home during the twelve months up to the tenant's death.
- A family member of a deceased tenant who was himself or herself a successor.
- Someone who has cared for the deceased tenant, who was living in the property as their only or principal home during the twelve months up to the tenant's death.
- Someone who has accepted responsibility for the deceased tenant's dependents.

3.8.9 All accommodation offered will be in accordance with the size of property entitlement guidelines outlined in the Groups' Allocations Policy.

3.8.10 Where there is no statutory or contractual right to succeed the tenancy, the Group will seek to recover possession of the property. For any persons residing in the property, whether these are authorised occupants or unlawful occupiers, then the Group will always charge those occupiers a 'use and occupation' charge as mesne profit or compensation for lost rent. The level of use and occupation charges will be notified in writing to the occupants and will usually be equivalent to sum of full rent that would be charged if the property was let.

4.0 Customer Vulnerabilities

4.1 This policy is applied in line with our Customers in Vulnerable Circumstances Policy. We want people to be treated fairly, have equality of opportunities, freedom, respect, and access to our services.

4.2 We will support people in vulnerable circumstances to help us deliver this service. We will work alongside external agencies such as social services, the police and fire services and other appropriate agencies to help and support people in vulnerable circumstances and to ensure we meet our statutory and regulatory requirements as a social landlord.

4.3 Policies and key information are made available on our website.

5.0 Monitoring and Review

5.1 This policy will be reviewed every five years unless there are significant changes in legislative requirements or good practice.

5.2 Group Director Housing is responsible for the implementation of this policy.

6.0 Equality and Diversity

6.1 This policy is applied in line with our Inclusion and Belonging Policy. This includes the legal requirements of the Equality Act 2010, Workers Protection Act 2023 and the Public Sector Equality Duty.

6.2 At the Karbon Group we aim to eliminate discrimination, promote equality of opportunity, foster good relations and define the nine protected characteristics of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation.

6.3 If you would like this or any other policies in a different language or format please contact inclusion@karbonhomes.co.uk.

7.0 Data Protection and Privacy

7.1 We have a clear policy on data protection and sharing data with other partners/third parties under the requirements of the UK General Data Protection Regulation, the Data Protection Act 2018 and other associated legislation. This is clearly set out in the Data Protection Policy for the Karbon Group which, along with its associated procedures, must be followed throughout the operation of this policy.