

M&G Affordable Living RP Limited (“MAL”)

Succession Policy

Landlord: MAL Affordable Living RP Limited “MAL”

Version: MAL 1.0

Created: February 2026

Review: February 2028

Authors: Director Asset Management

1. Our policy statement

This Succession Policy sets out the MAL’s approach to managing requests for succession following the death of a tenant.

This applies to all secure, assured and assured shorthold tenancies including intermediate and market tenants. It does not cover those on licences, shared owners, leaseholders or freeholders.

This policy does not supersede statutory succession or what is stated in individual tenancy agreements. The succession rights of a tenancy depend on the type of tenancy, the terms and conditions of the tenancy, and when the tenancy was granted.

This policy must be read in conjunction with the individual tenancy agreement and other associated policy statements, policy guidance documents and procedures.

2. Legislation

The key legislation for statutory successions is:

Housing Act 1985 Secure tenants

Housing Act 1988 Assured and Assured Shorthold tenants including fixed-term tenancies

3. Key Terms and Definitions

Statutory succession is a right set down in legislation. It gives certain people (statutory successors) the legal right to inherit a tenancy on the death of a tenant. The tenancy automatically vests in the successor and continues in their name.

Survivorship is when the remaining joint tenant automatically becomes a sole tenant on the death of the other joint tenant. Survivorship also counts as a type of statutory succession.

Contractual succession is a succession or entitlement to the grant of a new tenancy that takes place because the tenancy agreement sets out: (i) a right to succession; or (ii) grant of a new tenancy.

- Where an assured or assured shorthold tenancy agreement sets out a right of succession, this may give rise to a statutory succession if the conditions contained in section 17 of the Housing Act 1988 are met.
- Where an assured or assured shorthold tenancy agreement sets out the right to a grant of a new tenancy, this is known as a contractual succession.

Discretionary succession is where there is no statutory or contractual right to succession or grant of a new tenancy, but in some circumstances a decision may be taken to grant a new tenancy to a person not otherwise entitled to succeed.

4. Succession Policy

MAL’s Succession Policy aims to ensure that: statutory successions take place in accordance with the relevant legislation: the contractual rights and obligations of tenancy agreements are adhered to; and remaining joint tenants and family members have the right or opportunity to remain in a property which is appropriate to their needs and circumstances.

Our managing agent’s will always check the tenancy agreement and the statutory provisions before determining eligibility for a succession.

If a tenant loses their security of tenure before they die because they no longer occupy their property as their only or principal home (e.g. by abandoning the property or subletting the whole property), or because they have gone into permanent residential care, there will be no right to succession. The tenancy will not end and will continue as a contractual tenancy.

We will manage successions in accordance with the priorities set out below. If there is no succession entitlement or no successor, we will end the tenancy.

5. Succession Rights

Succession rights vary depending upon the type of tenancy and the terms and conditions of the tenancy, and when the tenancy was granted. However, there are some rules and principles that apply in all cases.

- **In all cases, where there is a joint tenancy and one joint tenant dies**, the remaining joint tenant automatically succeeds to the tenancy by what is known as the right of “survivorship”. Survivorship is regarded as a statutory succession for the purposes of preventing another succession. There is no further right of succession after the death of the remaining joint tenant.
- **In all cases, it is necessary to read the terms of the tenancy first** in order to decide what rights of succession or rights to a grant of a new tenancy are available.
- **In all cases, only one succession is allowed** – unless the tenancy agreement states otherwise – and there can be only one successor. There cannot be joint successors. “Successor” is defined in the Housing Acts and may be defined in the terms and conditions of the tenancy agreement. If you are in any doubt about whether the deceased tenant was themselves a successor, you should get advice from the Legal Services Team.
- **In all cases**, if the potential successor fails to provide evidence that they meet the criteria for succession within 28 days of notifying our managing agent of the death of the tenant, we will reject their application and seek possession of the property.

Periodic Assured and Assured Shorthold tenancies where the tenancy was granted on or after 1 April 2012

Section 17 of the Housing Act 1988 as currently enacted sets out the rights to a statutory succession for these tenants.

- **Section 17(1): Spouse or civil partner (includes a person who lives with the tenant as if they were their spouse)**

Where a sole tenant dies and their spouse or civil partner was occupying the property as their only or principal home at the time of the tenant's death, the spouse or civil partner will automatically succeed to the tenancy.

- **Section 17(1A): Other people with a right to succeed under the tenancy agreement**

Where:

- a) the landlord is a private registered provider of social housing, and
- b) the tenant is a sole tenant, and
- c) there is no spouse or civil partner (includes a person who lives with the tenant as if they were their spouse) in occupation of the property as their only or principal home when the tenant dies, and

M&G Affordable Living RP Limited (“MAL”)

- d) there is an express term in the tenancy agreement for a person other than a spouse or civil partner to succeed to the tenancy; and
- e) there is a person who meets the requirements of the term of the tenancy agreement,

That person will automatically succeed to the tenancy.

Fixed-Term Assured and Assured Shorthold tenancies where the tenancy was granted on or after 1 April 2012

Section 17 of the Housing Act 1988 as currently enacted sets out the rights to a statutory succession for these tenants.

- **Section 17(1B): Spouse or civil partner (includes a person who lives with the tenant as if they were their spouse)**

Where:

- a) The tenancy is a fixed term tenancy for two years or more, and
- b) the landlord is a private registered provider of social housing, and
- c) the tenant is a sole tenant, and
- d) the tenant’s spouse or civil partner was occupying the property as their only or principal home at the time of the tenant’s death,

The spouse or civil partner will automatically succeed to the tenancy.

- **Section 17(1C): Other people with a right to succeed under the tenancy agreement**

Where:

- a) The tenancy is a fixed term tenancy for two years or more, and
- b) the landlord is a private registered provider of social housing, and
- c) the tenant is a sole tenant, and
- d) there is no spouse or civil partner (includes a person who lives with the tenant as if they were their spouse) in occupation of the property as their only or principal home when the tenant dies, and
- e) there is an express term in the tenancy agreement for a person other than a spouse or civil partner to succeed to the tenancy; and
- f) there is a person who meets the requirements of the term of the tenancy agreement,

That person will automatically succeed to the tenancy.

Periodic Assured and Assured Shorthold tenancies where the tenancy was granted before 1 April 2012

Section 17 of the Housing Act 1988 as it was prior to being amended sets out the rights to a statutory succession for these tenants.

Section 17(1) (prior to amendment): Spouse or civil partner (includes a person who lives with the tenant as if they were their spouse)

Where a tenant dies and their spouse or civil partner was occupying the property as their only or principal home at the time of the tenant’s death, the spouse or civil partner will automatically succeed to the tenancy.

Where the periodic assured or assured shorthold tenancy was granted before 1 April 2012, there are no statutory succession rights for anyone except the spouse or civil partner.

Fixed-Term Assured and Assured Shorthold tenancies where the tenancy was granted before 1 April 2012

Where the fixed-term assured or assured shorthold tenancy was granted before 1 April 2012, there are no statutory succession rights at all.

Periodic Secure tenancies

Section 86A and section 89 of the Housing Act 1985 sets out the rights to a statutory succession for these tenants.

M&G Affordable Living RP Limited (“MAL”)

- **Sections 86A(1) and 89(1A): Spouse or Civil Partner (includes a person who lives with the tenant as if they were their spouse)**

Where a sole tenant dies and their spouse or civil partner was occupying the property as their only or principal home at the time of the tenant's death, the spouse or civil partner will automatically succeed to the tenancy.

- **Sections 86A(2) and 89(1A): Other people with a right to succeed under the tenancy agreement**

Where:

- a) the tenant is a sole tenant, and
- b) there is no spouse or civil partner (includes a person who lives with the tenant as if they were their spouse) in occupation of the property as their only or principal home when the tenant dies, and
- c) there is an express term in the tenancy agreement for a person other than a spouse or civil partner to succeed to the tenancy; and
- d) there is a person who meets the requirements of the term of the tenancy agreement,

That person will automatically succeed to the tenancy.

Fixed-Term Secure tenancies

There are no statutory succession rights at all for fixed term secure tenants.

More than one person eligible for a statutory succession

Where more than one person is eligible for a statutory succession, our managing agent will ask them to decide who will succeed to the tenancy. Where they cannot agree or a decision is not made, then:

- Where the tenancy is an assured or assured shorthold tenancy, an application must be made to the county court for a decision. All cases will be referred to the managing agent's Legal Services team for support and guidance.
- Where the tenancy is a secure tenancy, our managing agent must decide. The managing agent will consider housing need, dependents, relationship to the deceased tenant, and the deceased tenant's wishes, if known.

6. Contractual succession rights

Where an assured or assured shorthold tenancy agreement sets out the right to a grant of a new tenancy, this is known as a contractual succession.

A person will be entitled to the grant of a new tenancy if they meet all the requirements set out in the tenancy agreement.

The tenancy agreement may set out circumstances in which the contractual successor may be granted a new tenancy of the existing property, or of a different property.

Where the contractual successor is entitled to the grant of a new tenancy of the existing property, they should be granted the same type of tenancy as the deceased tenant, or a tenancy matching it as closely as possible, unless the tenancy agreement states otherwise.

Where the contractual successor is entitled to the grant of a new tenancy of a different property, if the tenancy does not state what type of tenancy they should be granted, the tenant should get advice from the Legal Services/Team about what type of tenancy should be granted.

7. Discretion to Offer a New Tenancy

Where there is no statutory or contractual right to succession or grant of a new tenancy, a decision may be taken by the managing agent in consultation with MAL in some circumstances, to grant a new tenancy to a person not otherwise entitled to succeed.

This section sets out the circumstances in which the managing agent will consider making a discretionary grant of a new tenancy, and how we will make the decision.

M&G Affordable Living RP Limited (“MAL”)

In all cases, the discretionary succession applicant must complete the Tenancy Succession Application form and provide evidence that they met the discretionary succession criteria within 28 days of notifying the managing agent of the death of the tenant.

The completed application form will be assessed against the criteria set out below and a decision made by the managing agent within 28 days whether or not to grant a new tenancy. If the discretionary succession is refused, this will be confirmed in writing to the applicant with the refusal reasons.

Where the discretionary succession applicant has a legal or beneficial interest in another property (e.g. they own or have a tenancy of another property), the managing agent may decline the succession.

8. Spouse, civil partner or partner

If a spouse, civil partner or partner cannot succeed to the tenancy because there has been a previous succession e.g. to a former spouse, then a discretionary granting of tenancy can be considered by the managing agent as long as:

- The would-be successor must have continuously occupied the property as their only or main home for 12 months prior to the tenant's death;
- The property is not too large or too small for the remaining occupants in accordance with the Allocation and Lettings Policy at the time of the request;
- The applicant has sufficient income to pay the rent;
- The deceased tenant had: no rent arrears at the time of their death; no ASB complaints or convictions against them (or any member of their household) or other breaches of tenancy; and had kept the property in a clean and well-maintained condition;
- The applicant has: no ASB complaints or convictions against them; and
- The applicant agrees to pay any arrears that have accrued since the tenant's death

9. Other remaining family members

For other remaining family members who do not qualify to succeed the tenancy, a discretionary grant of a new tenancy can be considered by the managing agent as long as all of the following conditions are met:

- There has been no previous succession;
- The deceased tenant was a parent or legal guardian of the would-be successor;
- The would-be successor has resided in the property with the tenant as their only or main home for the previous 12 months;
- The property is not too large or too small for the remaining occupants in accordance with the Allocation and Lettings Policy at the time of the request;
- The applicant has sufficient income to pay the rent;
- The deceased tenant had: managed the tenancy well; had no rent arrears at the time of their death; no ASB complaints or convictions against them (or any member of their household) or other breaches of tenancy; and had kept the property in a clean and well maintained condition;
- The would-be successor has: no ASB complaints or convictions against them; and
- The applicant agrees to pay any arrears that have accrued since the tenants' death

10. Property unsuitable for discretionary succession - offer of suitable property

Where the applicant meets the criteria for a discretionary succession, but the deceased tenant's property is considered unsuitable for the applicant, the managing agent will work with the relevant local authority and in consultation with the relevant client to make an offer of suitable alternative accommodation within 12 months of the date of succession when:

- The applicant would under-occupy or overcrowd the property by more than 1 bedroom;

M&G Affordable Living RP Limited (“MAL”)

- The property has major adaptations, and the discretionary succession applicant does not need the aids or adaptations;
- The applicant would remain in a property which has been designated for a specific client group e.g. sheltered housing and they are not in that client group;

Normally only one offer of suitable alternative accommodation will be made but this will be decided in consultation with the relevant client/local authority. If the applicant fails to accept this offer and/or sign the tenancy agreement for the new property, the managing agent will seek possession of the existing property and no other offers of alternative accommodation will be made.

11. Grant of new tenancy – tenancy type

Discretionary offers of tenancy will be made in line with the MAL’s allocation policy. Offers to other remaining family members will also be dependent on the relevant client policy. There will be no further contractual rights of succession.

If the discretionary succession applicant fails to sign the tenancy agreement, we will seek possession of the property.

12. Discretionary succession refused

If the discretionary succession is refused, the managing agent will set up a use and occupation account (once the deceased tenant’s tenancy has ended) and seek possession of the property following the process set out in line with our managing agent’s Fraud Procedure (Unauthorised Occupants and Subletting Procedure). Where appropriate, we may offer advice to the occupier(s) on finding suitable rehousing.

13. Vulnerable household members and use of discretion

In cases where the discretionary succession applicant is particularly vulnerable, we will give special consideration to the circumstances of the case so that reasonable steps can be taken to manage the applicant’s vulnerability.

Where there is a need for additional support (either from our managing agent or external services/agencies) appropriate referrals will be made in order to ensure the vulnerable person and their interests are appropriately safeguarded.

In some cases, it may be suitable to consider the discretionary offer of tenancy at the original or another address, however as a rule, vulnerability will not be a passport to overriding our managing agent’s policy, procedure, related law, regulation or rights as set out in the tenancy.

14. Sub-units let on licence

Sub-units such as garages, parking bays and bicycle stores – are not succeeded under any circumstances. We will terminate the licence agreement and allocate in accordance with our policies.

15. Minors

In the event that the eligible successor is a minor, the tenancy will be granted as a to the minor and a “trustee” All cases will be referred to one of our external Legal representatives for support and guidance.

16. Rent Credits or Arrears

Any rent credits or arrears on a tenancy that has been succeeded to by way of statutory succession (not including survivorship) become a debt owed by/to the deceased tenant’s estate and cannot be claimed from/by the successor. Any outstanding possession order will generally still take effect.

M&G Affordable Living RP Limited (“MAL”)

If the successor is a remaining joint tenant, they remain legally responsible for any outstanding debt (Section 9.1 does not apply).

17. Supporting Evidence and Preventing Fraud

We will require evidence for all succession requests cases to confirm the identity of the person who is claiming succession, their relationship to the deceased, the length of residence with the tenant and their immigration status and entitlement to social housing.

The onus is on the potential successor to provide a sufficient level of evidence. Documents should cover the entire qualifying period. The successor must also provide a copy of the deceased tenant’s death certificate.

Our managing agents may also conduct other checks to ascertain who was residing in the property in the qualifying period prior to the tenants’ death.

Our managing agents will take all reasonable steps to confirm the identity of the person who is claiming succession and prevent fraud. The actions to be taken will include, but are not limited to:

Requiring up-to-date identity documents and proof of address – including checking current passport, driving license, utility bills, council tax bills and any immigration or leave to remain documents.

Undertaking a credit check to both ascertain links to the property and verify the information provided by the applicant. This may also identify where another property may be owned or occupied by the applicant, tenant or successor that may mean they are ineligible for the property.

In any cases where fraud is identified or suspected, these will be referred to the property management Team in accordance with our managing agent’s Tenancy Fraud Procedure.

18. Unauthorised Occupation

Where a succession request is refused and the occupant is unwilling to vacate the property, the occupant will be treated as an unauthorised occupant.

During the period of unauthorised occupation, we reserve the right to charge the unauthorised occupant for use and occupation of the property in accordance with our managing agent’s Tenancy Fraud Procedure.

In exceptional circumstances, the managing agent in consultation with the MAL, decide to grant the unauthorised occupant a new tenancy of the property or of an alternative property (see Section 6). This must be authorised in writing and the reasons for their decision to grant a new tenancy recorded on the tenancy record.

19. Request to review a decision

If an applicant wishes to challenge a decision on succession, they can do so by making written representations by email or letter before the expiry date of the Notice to Quit. Where necessary, our managing agent will refer the tenant for support from an external agency to produce the written representations in writing.

A relevant manager (at the managing agent) not involved in the original decision will review the decision and will only uphold the challenge if they find that legal requirements or our policy criteria are not met.

20. Policy review.

20.1 We will review this policy at least every two years to make sure it remains relevant and accurate, or more frequently where:

- Legislation, regulation or industry changes require otherwise, making sure that it continues to meet our aims and industry best practice.
- We identify any problems or failures in this policy or procedure as a result of customer, colleague or stakeholder feedback, complaints, or findings from an independent organisation.

M&G Affordable Living RP Limited (“MAL”)

- We become aware of any circumstances which may affect the content of this policy.

21. Version Control

Version	Checked by	Amendments	Date of Approval	Review date
MAL Affordable Living Limited.	Director Fund Management	Policy adoption.	Feb. 2026	Feb 2028