

Review Date April 2014

CHAPTER 8	SUCCESSION / ASSIGNMENT	3
8.0	SUCCESSION - INTRODUCTION	3
8.1	STATUTORY ENTITLEMENT TO SUCCEED: RULE 73	3
	Secure Tenancy	4
	Introductory Tenancy	4
	Definition of member of family for secure tenancy	5
	Definition of member of family for introductory tenancy	5
	Definition for Secure Tenancies and Introductory tenancies	5
	Operational Procedures for a Statutory Succession	6
8.2	POLICY SUCCESSION: RULE 74	6
	Operational Procedures for a Policy Succession	7
8.2.1	WHERE THERE HAS ALREADY BEEN A LEGAL SUCCESSION	7
8.2.2	WHERE THERE HAS ALREADY BEEN A POLICY SUCCESSION: RULE 75	7
8.2.3	SUCCESSION: CASES REFERRED TO DIRECTOR OF HOUSING AND REGENERATION	8
	Operational Procedures for a Policy Succession	8
8.2.4	REFUSAL OF APPLICATIONS FOR SUCCESSION	8
8.2.5	GAINING REPOSSESSION WHERE NO ONE QUALIFIES AS SUCCESSOR – TENANT DECEASED AND NON-SUCCESSOR REFUSES TO MOVE OUT	9
8.3	ASSIGNMENT – INTRODUCTION	9
8.3.1	ASSIGNMENT OF A SECURE TENANCY STATUTORY OBLIGATIONS: RULE 76	9
8.3.2	ASSIGNMENT FOLLOWING A COURT ORDER	9
8.3.3	ASSIGNMENT BY WAY OF EXCHANGE	10
8.3.4	GROUND FOR WITHHOLDING CONSENT TO ASSIGNMENT BY WAY OF EXCHANGE	10
	OPERATIONAL PROCEDURES ASSIGNMENT BY WAY OF EXCHANGE	12
	Operational Procedures for an Assignment by Way of Exchange between Secure Tenants	13
8.3.6	ASSIGNMENT BY WAY OF EXCHANGE (POLICY)	14
	Operational Procedures for Policy Assignment by Way of Exchange	15
8.3.7	ASSIGNMENT OF TENANCY – EXCEPTIONAL CIRCUMSTANCES: RULE 77	15
	Operational Procedures for Policy Assignment	17
8.3.8	ASSIGNMENT: CASES REFERRED TO DIRECTOR OF HOUSING AND REGENERATION	18
	OPERATIONAL PROCEDURES FOR POLICY ASSIGNMENT	18
8.4	CREATION OF JOINT TENANCIES: RULE 78	19
8.4.1	REGULATIONS TO ALLOW A JOINT TENANCY: RULE 79	19
8.4.2	Changes to a Tenancy	19
8.4.3	Termination of Joint Tenancy	20
8.4.4	Death of Joint Tenant	20
8.5	ALLOCATION OF TENANCY DUE TO MARITAL / CIVIL PARTNERSHIP / RELATIONSHIP BREAKDOWN	21
	APPENDICES	23
	APPENDIX 8.1 LEGAL SUCCESSION OF SECURE TENANCY	27

Review Date April 2014

District Manager	
Appendix 8.1A LEGAL SUCCESSION OF AN INTRODUCTORY TENANCY	28
Appendix 8.1A LEGAL SUCCESSION OF AN INTRODUCTORY TENANCY	29
APPENDIX 8.2 POLICY SUCCESSION OF TENANCY	31
APPENDIX 8.2.1 POLICY SUCCESSION OF TENANCY	33
APPENDIX 8.3A ASSIGNMENT BY WAY OF EXCHANGE OF SECURE TENANCY	35
APPENDIX 8.3B ASSIGNMENT BY WAY OF EXCHANGE: POLICY GROUNDS OFFER LETTER	37
APPENDIX 8.4 ASSIGNMENT BY WAY OF EXCHANGE: SECURE TENANCY	39
APPENDIX 8.4 A Policy Assignment	41
APPENDIX 8.5 ASSIGNMENT OF TENANCY (ASSIGNOR)	43
APPENDIX 8.6 ASSIGNMENT OF TENANCY (ASSIGNEE)	44
APPENDIX 8.6.A AWARD OF A NEW TENANCY IF ORIGINAL TENANCY IS TERMINATED (AS APPROVED BY DOHR)	46
APPENDIX 8.7 APPLICATION FORM - SUCCESSION / ASSIGNMENT / CHANGE OF TENANCY	48
APPENDIX 8.8 GROUNDS FOR REFUSING ASSIGNMENT BY WAY OF EXCHANGE	50
APPENDIX 8.9 EXTRACT FROM HOUSING (NI) ORDER 1983	51
APPENDIX 8.10 EXTRACT FROM HOUSING (NI) ORDER 1986	52
APPENDIX 8.11 Refusal letter	53
Housing Selection Scheme - Succession Rules	54
Rule 73 Succession to a Tenancy	54
Rule 74 Succession to a Tenancy	54
Rule 75 Succession to a Tenancy	54
Housing Selection Scheme - Assignment Rules	55
Rule 76 Assignment of Tenancy	55
Rule 77 Assignment of Tenancy	55
Housing Selection Scheme - Joint Tenancy Rules	56
Rule 78 Creation of Joint Tenancies	56
Rule 79 Creation of Joint Tenancies	56

Review Date April 2014

CHAPTER 8 SUCCESSION / ASSIGNMENT

8.0 SUCCESSION - INTRODUCTION

Following the death of a tenant, a succession of a tenancy may occur either because of a statutory right to succeed (para 8.1), or because of circumstances which do not derive from legislative requirements, but which policy specifically allows (para 8.2).

The Landlord should always seek to establish if there is a legal entitlement to succeed to a particular secure/introductory tenancy before considering if a tenancy might be succeeded to under policy rules.

Where there has already been a succession, please refer to 8.2.1 or 8.2.2 for guidance.

Where a person has a statutory entitlement to succeed to a tenancy it is not an allocation and therefore the eligibility provisions in relation to a person from abroad are not relevant.

Please note where a person succeeds to a tenancy (because of a statutory right to succeed or because of circumstances that policy specifically allows) then new tenancy repairs will not be carried out. However, the normal health and safety checks should be carried out.

8.1 STATUTORY ENTITLEMENT TO SUCCEED: [RULE 73](#)

If an individual has a legal entitlement to succeed, as set out for secure tenancies in the Housing (NI) Order, 1983 or for introductory tenancies in the Housing (NI) Order 2003 (see Appendix 8.9) the Landlord cannot withhold consent. Indeed from a legal perspective the succession takes place automatically, although clearly the Landlord will have to undertake operational procedures to deal with this change.

A legal succession cannot occur if the deceased tenant was himself / herself a legal successor. In deciding this, the deceased is to be regarded as a legal successor if any of the following circumstances applied to him / her:

- (i) the tenancy had been vested in him as a result of his / her legal entitlement to succeed.
- (ii) the tenancy was assigned to him and the assignor was himself / herself a person who had become a tenant as a result of a legal entitlement to succeed to the tenancy.

Review Date April 2014

- (iii) the tenancy was previously an introductory tenancy and he/she was a successor to the introductory tenancy

Secure Tenancy

A tenant to whom the tenancy was assigned in pursuance of an Order under Article 26 of the Matrimonial Causes (N.I.) Order 1978 is a successor only if the other party to the marriage was a successor.

A tenant to whom the tenancy was assigned in pursuance of an order under Part 2 of Schedule 15, or paragraph 9 (2) or (3) of Schedule 17 of the Civil Partnership Act 2004 is a successor only if the other civil partner was a successor.

A tenant to whom the tenancy was assigned by virtue of Article 32A of the Housing (N.I.) Order 1983 is a successor only if he/she was a successor in relation to the tenancy which he/she assigned by virtue of Article 32A.

Introductory Tenancy

A tenant to whom the introductory tenancy was assigned in pursuance of an order under Article 26 of the Matrimonial Causes (N.I.) Order 1978 is a successor only if the other party to the marriage was a successor.

A tenant to whom the tenancy was assigned in pursuance of an Order under Article 21 of the Matrimonial & Family Proceedings (N. I.) Order 1989 is a successor, only if the other party to the marriage was a successor.

A tenant to whom the tenancy was assigned in pursuance of an Order under Part ii of Schedule 2 of the Family Homes & Domestic Violence (N.I.) Order 1998 is a successor only if the other party to the marriage was a successor.

Please note the following applies for both introductory and secure tenancies.

A tenant to whom the tenancy was assigned in pursuance of an Order under Part 2 of Schedule 15 or paragraph 9(2) or (3) of Schedule 17 of the Civil Partnership Act 2004 is a successor only if the other civil partner was a successor

In deciding whether there has already been a legal succession it should be noted that if the deceased tenant had signed for his / her tenancy, he / she should not be treated as a prior legal successor (as "legal" successors do not sign for the tenancy).

Assuming that there has not already been a legal succession (if there has already been a legal succession see Para 8.2.1), the following categories of people can succeed on legal grounds: -

Review Date April 2014

- (a) The wife or husband or civil partner of the deceased.
- (b) A member of the deceased's family, if the member of the family was residing with the deceased throughout a period of 12 months ending on the date of the deceased's death. At the time of the deceased's death, the family member must have occupied the relevant dwelling as his / her only or principal home.

Definition of member of family for secure tenancy:

A person is a member of another's family if he/she is the spouse, civil partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece, treating any relationship by marriage or civil partnership as a relationship by blood, any relationship of half blood as a relationship of whole blood, and treating the stepchild of any person as his / her child, and treating an illegitimate person as a legitimate child of his / her mother and reputed father.

Definition of member of family for introductory tenancy

A person is a member of another's family if he/she is the spouse, civil partner, parent, grandparent, child, grandchild, brother or sister, treating any relationship by marriage or civil partnership as a relationship by blood and a relationship of the half-blood as a relationship of the whole blood, and treating the step-child of a person as his / her child.

Definition for Secure Tenancies and Introductory tenancies

A person is also to be treated as a member of the family, for the purpose of the legal entitlement to succeed, if he / she and the deceased have been living together in a relationship as husband and wife or as if they were civil partners. Again, the guidance outlined regarding 12-month occupation as a principal home applies.

Where a spouse/civil partner is legally qualified to succeed as tenant, and where another member(s) of the family also qualifies, only the spouse/civil partner will succeed.

If no spouse/civil partner is qualified to succeed, but more than one member of the family is entitled to succeed, the actual successor will be chosen by the potential successors themselves or, failing that, by the Housing Executive / Housing Association.

Review Date April 2014

Operational Procedures for a Statutory Succession

- The application form (Appendix 8.7) should be completed.
- Issue appropriate letter in Appendix 8.1 or 8.1.A (depending on whether a secure or introductory tenancy is being granted) to the applicant who has a legal entitlement to succeed.

When the above letter has been issued a new tenancy should be created through the succession workflow on HMS as a person who has such a legal entitlement should not sign for the tenancy as though he or she was being granted a new tenancy.

Please note, this change will have to be actioned through HMS. Please refer to HMS Housing Quick Guidance Manual Section 8 Exercise 22 A – F on the Portal. -

8.2 POLICY SUCCESSION: [RULE 74](#)

Where there is no legal entitlement to succeed but a policy succession is granted then the incoming tenant becomes such by the granting of an introductory tenancy by the Housing Executive. This should only be granted in any of the following circumstances (where there is no legal entitlement to succeed and where there has been no previous succession to the tenancy, either “policy” or “legal”)

- (i) If the person who wants to be the successor was the personal partner of the deceased and they had been living together for a year.
- (ii) If the person who wants to be the successor was living with the deceased for a time in order to care for him / her and, in order to do so, the carer had sold a dwelling or given up a tenancy or license. In this context, tenancies or licensees should be ignored if the landlord / licensor was a relative of the carer. (For example, if a carer had given up a tenancy of which his brother was the landlord, that carer would not be entitled to succeed under this policy criteria).
- (iii) If the person who wants to be the successor has accepted responsibility for the deceased's dependants.
Note in relation to (iii); if the incoming tenant was, immediately beforehand, already the secure tenant of a different dwelling, the resulting tenancy will be a new secure tenancy; and if the incoming tenant is an introductory tenant of a different dwelling, immediately beforehand, provided there is no interruption, the tenant will be awarded an introductory tenancy for the remainder of the trial period.

Review Date April 2014

Operational Procedures for a Policy Succession -

- The application form (Appendix 8.7) should be completed.
- The appropriate offer letters in Appendix 8.2 or 8.2.1 should be used depending on whether a secure or introductory tenancy is being granted (see above **Note in relation to (iii)**).
- Signed up as a secure or introductory tenancy (whichever is applicable)

Please note, this change will have to be actioned through HMS. Please refer to HMS Housing Quick Guidance Manual Section 8 Exercise 22A – F on the Portal.

SECOND SUCCESSORS

8.2.1 WHERE THERE HAS ALREADY BEEN A LEGAL SUCCESSION

Where the Landlord is aware that the deceased tenant was him / herself a legal successor (see Para 8.1), a further succession can only occur where the deceased was the spouse, civil partner, parent, brother or sister of the potential successor. It should be noted that, with the exception of spouses and civil partners, the potential successor must have been resident for 12 months, as outlined in para.8.1 (b).

The person who is entitled to a second succession should sign for the tenancy as though he or she was an entirely new, introductory tenant, and the offer letter in Appendix 8.2 should be used.

Please note for Housing Executive tenancies, this change will have to be actioned through HMS. Please refer to HMS Housing Quick Guidance Manual Section 8 Exercise 22 A – F on the Portal.

8.2.2 WHERE THERE HAS ALREADY BEEN A POLICY SUCCESSION: [RULE 75](#)

Where the Landlord is aware that the deceased tenant was him / herself a “policy” successor (see Para 8.2), a further succession can only occur where either:

- (i) there is a legal entitlement to succeed (see para.8.1) or
- (ii) the deceased tenant was the spouse, civil partner, parent, brother or sister of the potential successor. In such instances the procedure outlined in para.8.2 should be followed.

Review Date April 2014

It should be noted that in deciding whether or not the deceased tenant was himself / herself a 'policy' successor, any change from a sole tenancy to a joint tenancy, or vice versa, should be ignored.

8.2.3 SUCCESSION: CASES REFERRED TO DIRECTOR OF HOUSING AND REGENERATION

Where succession is not possible under 8.1, 8.2, 8.2.1 or 8.2.2, and the case is considered to be of a very exceptional nature, it may be referred to the Director of Housing and Regeneration for the Housing Executive (Director of Housing or equivalent Officer for Housing Associations) for consideration for approval of the succession request.

Note: if the incoming tenant was, immediately beforehand, already the secure tenant of a different dwelling, the resulting tenancy will be a new secure tenancy; and if the incoming tenant is an introductory tenant of a different dwelling, immediately beforehand, provided there is no interruption, the tenant will be awarded an introductory tenancy for the remainder of the trial period.

Operational Procedures for a Policy Succession_-

- The application form (Appendix 8.7) should be completed.
- The appropriate offer letters in Appendix 8.2 or 8.2.1 should be used depending on whether a secure or introductory tenancy is being granted (see note above).
- Signed up as a secure or introductory tenancy (whichever is applicable)

Please note, this change will have to be actioned through HMS. Please refer to HMS Housing Quick Guidance Manual Section 8 Exercise 22 A - F on the Portal.

8.2.4 REFUSAL OF APPLICATIONS FOR SUCCESSION

Where applications for succession, either "legal" or "policy", are refused, the Applicant must be notified in writing, giving the reasons for the decision (Appendix 8.11).

Note – Letter is now system generated by HMS but can be amended to suit individual request

Review Date April 2014

8.2.5 GAINING REPOSSESSION WHERE NO ONE QUALIFIES AS SUCCESSOR – TENANT DECEASED AND NON-SUCCESSOR REFUSES TO MOVE OUT

In the event that a person not qualifying as a successor tenant remains in the property and refuses to leave and where the formal notification letter (Appendix 8.11) has been issued, Housing Executive staff should refer to the HRAN 07/05 'Death of a tenant'.

8.3 ASSIGNMENT – INTRODUCTION

An assignment of tenancy occurs when the existing secure / introductory tenant in effect transfers his / her tenancy rights to someone else. A secure / introductory tenancy cannot normally be assigned without the consent of the Landlord (except if the courts have ordered an assignment as part of family law proceedings or civil partnership proceedings).

It should be noted that there are separate rules in relation to requests received regarding the creation of joint tenancies.

Where a person is granted an assignment because of a statutory entitlement this is not an allocation and therefore the eligibility provisions in relation to a person from abroad are not relevant.

Please note where a person is assigned a tenancy (because of a statutory right or because of circumstances that policy specifically allows) then new tenancy repairs will not be carried out. However, the normal health and safety checks should be carried out.

8.3.1 ASSIGNMENT OF A SECURE TENANCY STATUTORY OBLIGATIONS: [RULE 76](#)

There are only two situations in which statutory provisions result in a landlord of a secure tenancy either being legally obliged to consent or being deemed to have consented to an assignment. These two situations are detailed at 8.3.2 and 8.3.3.

8.3.2 ASSIGNMENT FOLLOWING A COURT ORDER

In certain types of matrimonial/civil partnerships proceedings, in certain circumstances, the courts have the powers to make an order transferring a secure tenancy from the tenant to another person.

Review Date April 2014

Where it is clear that the property has been assigned as a result of a Court Order, a copy of the Order should be obtained and legal advice sought regarding its implications.

If it is established that an Order transferring a tenancy has been made, the Landlord cannot refuse the assignment. Indeed from a legal perspective the Order transferring the tenancy takes effect automatically, although clearly the Landlord will have to undertake operational procedures to deal with the tenancy change. The required operational procedures are as follows:

- A copy of the Order should be placed on the tenant's file.
- Neither the Assignor nor the Assignee is required to complete an assignment form.
- Under no circumstances should the tenant be asked or allowed to sign up as though he or she was being granted a new tenancy by the Landlord. Please note, this change will have to be actioned through HMS. Please refer to HMS Housing Quick Guidance Manual Section 8 Exercise 27 A – F on the Portal.

8.3.3 ASSIGNMENT BY WAY OF EXCHANGE

Secure Tenancies

This is a right conferred by Article 32A of the Housing (NI) Order, 1983 (see Appendix 8.10) entitling secure tenants, subject to the written consent of the landlord, to assign (i.e. exchange) their tenancy to another secure tenant, who in turn will have acted similarly.

8.3.4 GROUNDS FOR WITHHOLDING CONSENT TO ASSIGNMENT BY WAY OF EXCHANGE

Consent cannot unreasonably be withheld to an assignment by way of exchange except on the grounds as detailed in Schedule 3A of the 1983 Order as amended by Section 12 of the Housing (Amendment) Act (Northern Ireland) 2011 as outlined below.

Ground 1

The Tenant or the proposed assignee is obliged to give up possession of the dwelling house of which he is the secure tenant in pursuance of an order of the court, or will be so obliged at a date specified in such an order.

Ground 2

Proceedings have been begun for possession of the dwelling-house of which the tenant or the proposed assignee is the secure tenant on one or

Review Date April 2014

more of grounds 1 to 5A as set out in Part 1 of Schedule 3 (of the 1983 Order) or there has been served on the tenant or the proposed assignee a notice under Article 28 ("Notice of Seeking Possession") which specifies one or more of those grounds and that notice is still in force.

Ground 2A

Either -

- (a) a relevant order or suspended Ground 2 possession order is in force, or
- (b) an application is pending before any court for a relevant order or a Ground 2 possession order to be made, in respect of the tenant or the proposed assignee or a person who is residing with either of them.

A "Relevant order" means –

- (a) an injunction under Chapter 4 of Part 2 of the Housing (Northern Ireland) Order 2003 (injunctions against anti-social behaviour);
- (b) an injunction against breach of a tenancy agreement granted or sought on the grounds that the tenant –
 - (i). is engaging in, or threatening to engage in, conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality;
 - (ii). Is using or threatening to use the premises for immoral or illegal purposes; or
 - (iii). Is allowing, inciting or encouraging any other person to engage or threaten to engage in such conduct or use or threaten to use the premises for such purposes;
- (c) an anti-social behaviour order under Article 3 or 6 of the Anti-social Behaviour (Northern Ireland) Order 2004;
- (d) an interim anti-social behaviour order under Article 4 or 6A of that Order.

A "Ground 2 possession order" means that an order for possession under Ground 2 in Schedule 3.

Where the tenancy of the tenant or the proposed assignee is a joint tenancy, any reference to that person includes (where the context permits) a reference to any of the joint tenants.

Ground 2B

The tenant or the proposed assignee or a person who is residing with either of them has been convicted of –

- (a) an offence involving using the dwelling house of which the tenant or the proposed assignee is the secure tenant, or allowing it to be used, for immoral or illegal purposes, or
- (b) an indictable offence

Review Date April 2014

Ground 3

The accommodation afforded by the dwelling-house is substantially more extensive than is reasonably required by the proposed assignee.

Ground 4

The extent of the accommodation afforded by the dwelling-house is not reasonably suitable to the needs of the proposed assignee and his family.

Ground 5

The dwelling-house has features which are substantially different from those of ordinary dwelling-houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house and, if assignment were made, there would no longer be such a person residing in the dwelling-house.

Ground 6

The landlord is a registered housing association which lets dwelling-houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to satisfy their need for housing and, if the assignment were made, there would no longer be such a person residing in the dwelling-house.

Ground 7

The dwelling-house is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs and a social service or special facility is provided in close proximity to the group of dwelling-houses in order to assist persons with those special needs and, if the assignment were made, there would no longer be a person with those special needs residing in the dwelling-house.

OPERATIONAL PROCEDURES ASSIGNMENT BY WAY OF EXCHANGE

Only the appropriate Designated Officer should make decisions in relation to requests for assignment by way of exchange.

Where the appropriate Designated Officer decides to withhold consent to the tenant's right to exchange / assign the tenancy, the Officer must within 42 days give written notice to the tenant, specifying the ground(s) and the particular reason for the refusal of the tenant's application to assign (see Appendix 8.8).

Arrears or any other unfulfilled tenancy obligations, broken or not performed, may not prevent consent to the exchange being given, subject to a condition requiring the tenant to pay the arrears, remedy the breach or perform the obligation concerned.

Review Date April 2014

Where consent to an assignment by way of exchange is granted, both parties should be notified in writing (Appendix 8.3A) and the following operational procedures should be followed: -

Operational Procedures for an Assignment by Way of Exchange between Secure Tenants

Within Housing Executive offices

- The Housing/Transfer Application Form should be completed by all parties and the procedure detailed in Chapter [7.12](#) of this manual should be followed.
- The Letter in Appendix 8.3A should be issued if approval granted.
- The Assignor and Assignee must each complete an Assignment Form (Appendix 8.4). Both assignor and assignee must sign both of the forms, although they do not need to sign in the presence of each other, at the same time (although this is preferable in order to complete the process) and also given a copy of the General Conditions of Tenancy (1989 Edition). Each signature must be witnessed by a Housing Executive Officer who must sign as a witness.
- In no circumstances should a person who has acquired the right to become an assignee be asked to sign for the tenancy as though he/she were a new tenant

Please note, this change will have to be actioned through HMS. Please refer to HMS Housing Quick Guidance Manual Section 8 Exercise 26 on the Portal.

Within Housing Association offices

- The Housing/Transfer Application Form should be completed by all parties and the procedure detailed in Chapter [7.12](#) of this manual should be followed.
- The Letter in Appendix 8.3A should be issued if approval granted.
- The Assignor and Assignee must each complete an Assignment Form (Appendix 8.4). Both assignor and assignee must sign both of the forms, although they do not need to sign in the presence of each other, at the same time (although this is preferable in order to complete the process). An Association Officer, who signs as a witness, must witness each signature.
- The Manager should endorse his / her consent on behalf of the Association, where indicated on the form.
- In no circumstances should a person who has acquired the right to become an assignee be asked to sign for the tenancy as though he/she were a new tenant.

Review Date April 2014

8.3.5 ASSIGNMENT OF AN INTRODUCTORY TENANCY STATUTORY OBLIGATIONS [RULE 76](#)

In certain types of matrimonial/family/civil partnership proceedings; in certain circumstances, the courts have the power, to make an Order transferring an introductory tenancy from the tenant to another person. Where it is clear that the introductory tenancy has been assigned as a result of a Court Order, a copy of the Order should be obtained and legal advice sought regarding its implications.

If it is established that an Order transferring an introductory tenancy has been made, the landlord cannot refuse the assignment. Indeed from a legal perspective the Order transferring the tenancy takes effect automatically, although clearly the Landlord will have to undertake operational procedures to deal with the tenancy change. The required operational procedures are as follows:

A copy of the Order should be placed on the tenant's file
Neither the Assignor nor the Assignee is required to complete an assignment form.

Under no circumstances should the introductory tenant be asked, or allowed to sign up as though he/she was being granted a new introductory tenancy by the Landlord. Please note, this change will have to be actioned through HMS. Please refer to HMS Housing Quick Guidance Manual Section 8 Exercise 27 A – F on the Portal.

8.3.6 ASSIGNMENT BY WAY OF EXCHANGE (POLICY) Involving Introductory Tenancies

Introductory Tenants do not have a statutory right entitling them to an assignment by way of exchange (even if one of the parties involved is a secure tenant) and therefore the landlord(s) do not legally have to agree to such a request.

However, in exceptional circumstances, Designated Officer(s) may decide to allow such an assignment between parties that include an introductory tenancy to take place as a matter of policy.

In coming to that decision the relevant factors to be considered would usually include the following:

- a) Arrears or any other unfulfilled tenancy obligations, broken or not performed, may not prevent consent to the exchange being given, subject to a condition requiring the tenant to pay the arrears, remedy the breach or perform the obligation; and
- b) Secure tenants should be bound by the current grounds for withholding consent to assignment by way of exchange as detailed in

Review Date April 2014

- Schedule 3A of the Housing (NI) Order 1983 as amended by Section 12 of the Housing (Amendment) Act (Northern Ireland) 2011 as outlined in 8.3.4; and
- c) in relation to Introductory tenants an order for possession should not have been granted or a Notice under Article 10 of the Housing (N.I.) Order 2003 served. The current grounds 3 – 7 of Schedule 3A (see b) above) should also apply; and
 - d) the landlord(s) consider the exchange request to be of a very exceptional nature e.g. recommended by social services or on health grounds;

NOTE:

If the exchange request is between more than one landlord or Local Office all the appropriate Designated Officers will have to agree to the policy assignment. If it is decided to permit the request and it involves 2 NIHE offices, then one office must take the lead in processing the request. If the request is between an NIHE office and a HA office then NIHE must take the lead. If it is decided not to permit the above policy assignment the parties involved in the request should be advised accordingly. They should also be advised they can apply again when all the interested parties involved in the transaction are secure tenants.

Operational Procedures for Policy Assignment by Way of Exchange

- The Housing/Transfer Application Form should be completed by all parties and the procedure detailed in [7.12](#) should be followed.
- The person who is granted a “policy” assignment should sign for the tenancy as though he or she was an introductory tenant, unless he/she is currently a secure tenant. In the latter circumstances they should be signed up for a secure tenancy. Appendix 8.3B should be used to make the offer regardless of their current tenancy status.
- Prior to the signing of the acceptance of tenancy form all parties involved in the policy assignment should also sign Appendix 8.4.A
- Signed up as a Secure or Introductory Tenant whichever is applicable.

Please note, this change will have to be actioned through HMS. Please refer to HMS Housing Quick Guidance Manual Section 8 Exercise 26 on the Portal.

**8.3.7 ASSIGNMENT OF TENANCY – EXCEPTIONAL CIRCUMSTANCES:
[RULE 77](#)**

Review Date April 2014

Where there is no legal entitlement to an assignment, the landlord may exercise discretion to consent to an assignment under policy rules in the very exceptional circumstances outlined below.

- (1) Where it is not practicable for the existing tenant to continue to act as such (for example, extreme illness).

The test is whether it is practicable for the current tenant to continue to act as such. It is not sufficient for the current tenant to be very old or very sick, what is necessary is that old age or illness has the effect of making it, for practicable purposes, impossible for the current tenant to continue as such.

- (2) If the existing tenant leaves and someone else undertakes responsibility for any dependent children left in the household.

The situation may arise where the tenant leaves the property and his / her dependent children and such dependent children need to remain in the family home. In such situations, a person who has assumed responsibility for the tenant's dependent children may be assigned the tenancy provided the outgoing tenant has agreed this in writing.

The Designated Officer must be satisfied regarding the circumstances surrounding this and contact may be required with Social Services, GP etc. to confirm arrangements.

Where the tenant cannot be traced or refuses to assign the tenancy, the landlord should seek possession on the grounds of non-occupation if satisfied that the tenant has no intention of returning to the home (see [Chapter 10.7](#)). The tenancy should then be let to the party who has assumed responsibility for the dependent children

Note:

If under (2) above the landlord has to terminate the tenancy an assignment cannot take place. In those exceptional circumstances a new tenancy would be allocated to the person who has assumed responsibility for the dependent children. The new tenant will be an introductory tenant (unless of course the incoming new tenant was immediately beforehand already the secure tenant of a different dwelling). Change of tenancy repairs should be carried out on the allocation of the new tenancy in this particular factual situation.

- (3) If the existing tenant goes into a residential home on a long-term basis and other member(s) of the household remain in the property and wish to become tenant(s). In such circumstances all of the following conditions must exist before the tenancy can be assigned:

- (a) The tenant has had to go into a residential home and

Review Date April 2014

- (b) The tenant is unlikely to be able to return to the relevant dwelling within the next twelve months and
 - (c) The potential assignee was living with the tenant in the dwelling when the tenant had to go into residential home and
 - (d) The potential assignee would have had statutory entitlement, or entitlement under the policy rules, to succeed to the tenancy if the tenant had died instead of entering the residential home.
- (4) If the tenant has to be re-housed in sheltered / special needs accommodation and other member(s) of the household remain in the property and wish to become tenant(s) and the following conditions exist:
- (a) The tenant needs to go into sheltered / special needs accommodation and
 - (b) The tenant's tenancy of the new accommodation is indefinite and the tenant is unlikely to be able to return to the original dwelling within the next twelve months and such accommodation would not be able to house all of the tenant's current household and
 - (c) The potential assignee was living with the tenant in the dwelling when the tenant had to go into sheltered / special needs accommodation and
 - (d) The potential assignee would have statutory entitlement, or entitlement under the policy rules, to succeed to the tenancy if the tenant had died instead of entering the sheltered / special needs accommodation.

Operational Procedures for Policy Assignment

- The application form in Appendix 8.7 should be completed if the policy assignment is being considered under Rule 77 of the HSS see 8.3.7.
- The person who is granted a "policy" assignment should sign for the tenancy as though he or she was an introductory tenant, unless he/she is currently a secure tenant. In these circumstances they should be signed up for a secure tenancy. The assignor and assignee should be sent letters acknowledging this (Appendices 8.5 & 8.6 respectively).
- If the tenancy has been terminated (see the note below point (2) in 8.3.8) Appendix 8.6A should be used to make the offer (as the tenancy has ended no assignment can take place and therefore Appendix 8.4A should not be completed)
- Prior to the sign up all parties involved in the policy assignment should also sign Appendix 8.4.A; and
- Signed up as a secure or introductory tenancy (which ever is applicable)

Generally, assignments under exceptional circumstances are agreed in writing by the outgoing tenant, using Appendix 8.4.A. However, in circumstances where the tenant is incapable of this e.g. in cases of senile

Review Date April 2014

dementia, a legally approved representative may act on their behalf. Advice should be sought from the Office of Care and Protection, Royal Courts of Justice, Chichester Street Belfast BT1 3JF

Please note, this change will have to be actioned through HMS. Please refer to HMS Housing Quick Guidance Manual Section 8 Exercise 27 A – F on the Portal.

Where an application for Assignment under Rule 77 is refused, the Applicant must be notified in writing, giving the reasons for the decision (Appendix 8.11)

8.3.8 ASSIGNMENT: CASES REFERRED TO DIRECTOR OF HOUSING AND REGENERATION

Where consent to assignment is not possible under 8.3.2, 8.3.5, 8.3.7 and the case is considered to be of a very exceptional nature, it may be referred to the Director of Housing and Regeneration for the Executive (Director of Housing or equivalent Officer for Housing Associations) for approval of assignment.

Note:

if the incoming tenant was, immediately beforehand, already the secure tenant of a different dwelling, the resulting tenancy will be a new secure tenancy; and if the incoming tenant is an introductory tenant of a different dwelling, immediately beforehand, provided there is no interruption, the tenant will be awarded an introductory tenancy for the remainder of the trial period.

OPERATIONAL PROCEDURES FOR POLICY ASSIGNMENT

- The application form (Appendix 8.7) should be completed.
- The person who is granted a “policy” assignment should sign for the tenancy as though he or she was an introductory tenant, unless he/she is currently a secure tenant. In these circumstances they should be signed up for a secure tenancy. The assignor and assignee should be sent letters acknowledging this (Appendices 8.5 & 8.6 respectively).
- If the tenancy has been terminated (see the note below point (2) in section 8.3.8) Appendix 8.6A should be used to make the offer.
- Prior to the sign up all parties involved in the policy assignment should also sign Appendix 8.4.A; and
- Signed up as a secure or introductory tenancy (whichever is applicable)

Review Date April 2014

Please note, this change will have to be actioned through HMS. Please refer to HMS Housing Quick Guidance Manual Section 8 Exercise 27 A – F on the Portal.

8.4 CREATION OF JOINT TENANCIES: [RULE 78](#)

The rules in relation to Joint Tenancies apply in the context of any request to allow a person to become a joint tenant, if the request is made after the commencement of the current tenant's tenancy.

Note: There is no limit to the number of persons who may be joint tenants of a property.

8.4.1 REGULATIONS TO ALLOW A JOINT TENANCY: [RULE 79](#)

The Landlord will allow joint tenancies to be created only where the requirements of one of the sub-paragraphs listed below has been satisfied:-

1. The current tenant is the husband or wife or civil partner of the proposed joint tenant.
2. The proposed joint tenant is, at the date of application for approval, a person who would be entitled to succeed (under statute or under policy) in the event of the existing tenant dying at that date.
3. The proposed joint tenant was part of the current tenant's household when the current tenant was awarded the tenancy by the Landlord.
4. The current tenant and the proposed joint tenant have been living together as part of the same household for at least a period of one year immediately prior to the date on which Landlord approval was sought. Exceptionally, a Designated Officer may decline to approve a joint tenancy under this category if he / she has compelling evidence that the existing tenant is likely to move out of the property in the short-term future.

8.4.2 Changes to a Tenancy

Where a joint tenant leaves a property, a joint tenancy still exists provided one of the joint tenants occupies the premises as their only or principal home. Where either joint tenant terminates the tenancy, however, this brings the whole tenancy to an end.

Where a sole tenancy is being changed to a joint tenancy, this should be treated as a new tenancy. Notification should be sent in writing and both

Review Date April 2014

joint tenants should sign a new Acceptance of Tenancy. This tenancy will be a secure tenancy provided the previous sole tenancy was a secure one, otherwise the trial introductory period would continue for the remainder of the twelve months.

Please note, this change will have to be actioned through HMS. Please refer to HMS Housing Quick Guidance Manual Section 8 Exercise 24 on the Portal.

8.4.3 Termination of Joint Tenancy:

As previously stated, where either joint tenant terminates the tenancy this brings the tenancy to an end. The landlord is not legally obliged to agree to any request from a remaining party for the tenancy nor is that remaining party legally entitled to a tenancy of that dwelling. However, the Housing Executive may decide to grant a new tenancy of that dwelling if it considers it appropriate in all the circumstances to do so.

If the landlord agrees to a remaining joint tenant continuing to occupy the dwelling after the joint tenancy has been terminated, the new tenancy being granted will be a secure tenancy provided the previous joint tenancy was a secure tenancy. If the previous joint tenancy was an introductory tenancy the new tenancy being granted will be an introductory tenancy for the remainder of the trial period.

Note:

Where one of the joint tenants terminates the tenancy in writing and applies for a sole tenancy, normal termination rules apply and 4 weeks notice should normally be taken to terminate the tenancy. The Landlord may decide to award the sole tenancy to the person who has applied for it, in which case he / she should be notified in writing and signed up as a new tenant. During the 4 weeks termination period the landlord should attempt to notify the other joint tenant that the tenancy has been terminated. The new tenancy will be a secure tenancy provided the previous joint tenancy was a secure tenancy. If the previous joint tenancy was an introductory tenancy the new tenancy being granted will be an introductory tenancy for the remainder of the trial period.

8.4.4 Death of Joint Tenant

Where a joint tenant dies, the remaining joint tenant automatically becomes the sole tenant. As he / she will have already been signed up as a new tenant at the creation of the joint tenancy, he / she is not treated as a successor. There is no requirement for any notification to be sent, and

Review Date April 2014

the remaining joint tenant should not sign for the tenancy as though he / she was being granted a new tenancy. The tenancy will be a secure tenancy provided the previous joint tenancy was a secure tenancy. If the previous joint tenancy was an introductory tenancy the new tenancy being granted will be an introductory tenancy for the remainder of the trial period.

Please note, this change will have to be actioned through HMS. Please refer to HMS Housing Quick Guidance Manual Section 8 Exercise 25 on the Portal.

Where an application for a joint tenancy under Rule 79 is refused, the Applicant must be notified in writing, giving the reasons for the decision (Appendix 8.11)

8.5 ALLOCATION OF TENANCY DUE TO MARITAL / CIVIL PARTNERSHIP / RELATIONSHIP BREAKDOWN

Where a marital / civil partnership / relationship breakdown has been confirmed (e.g. separation / divorce, breakdown in co-habitation) the Designated Officer should examine the relevant tenancy status, in particular whether there was a joint or sole tenancy.

Where the tenancy was in joint names and either party left the household, the remaining party should terminate the joint tenancy and, after a period of 4 weeks from the date of termination, the Landlord may award the legal tenancy to the person who has applied for it. In such cases he / she should be notified in writing and signed up as a new tenant. The new tenancy will be a secure tenancy provided the previous joint tenancy was a secure tenancy. If the previous joint tenancy was an introductory tenancy the new tenancy being granted will be an introductory tenancy for the remainder of the trial period. During the 4 week termination period the landlord should attempt to notify the other joint tenant that the tenancy has been terminated.

Where the tenancy is a sole tenancy, and the legal tenant has left the household, the landlord should attempt to contact the tenant and obtain a termination notice (see Chapter 7, [Appendix 7.2](#)), in which case an introductory tenancy may be awarded to the remaining partner. Where the tenant cannot be traced or refuses to terminate, then the landlord may seek possession on the grounds of non-occupation if satisfied that the tenant has no intention of returning to the home (see [Chapter 10.7](#)). A new introductory tenancy can then be awarded to the remaining party.

Please note, this change will have to be actioned through HMS. Please refer to HMS Housing Quick Guidance Manual Section 8 Exercise 24A on the Portal.

Review Date April 2014

All requests for changes of tenancy (except by way of exchange) must be accompanied by a standard “pro – forma” (see Appendix 8.7) completed by the person(s) applying for the tenancy.

Review Date April 2014

APPENDICES

Flowcharts in relation to the processes involved in a request for a Succession or an Assignment are detailed in appendices A, B and C.

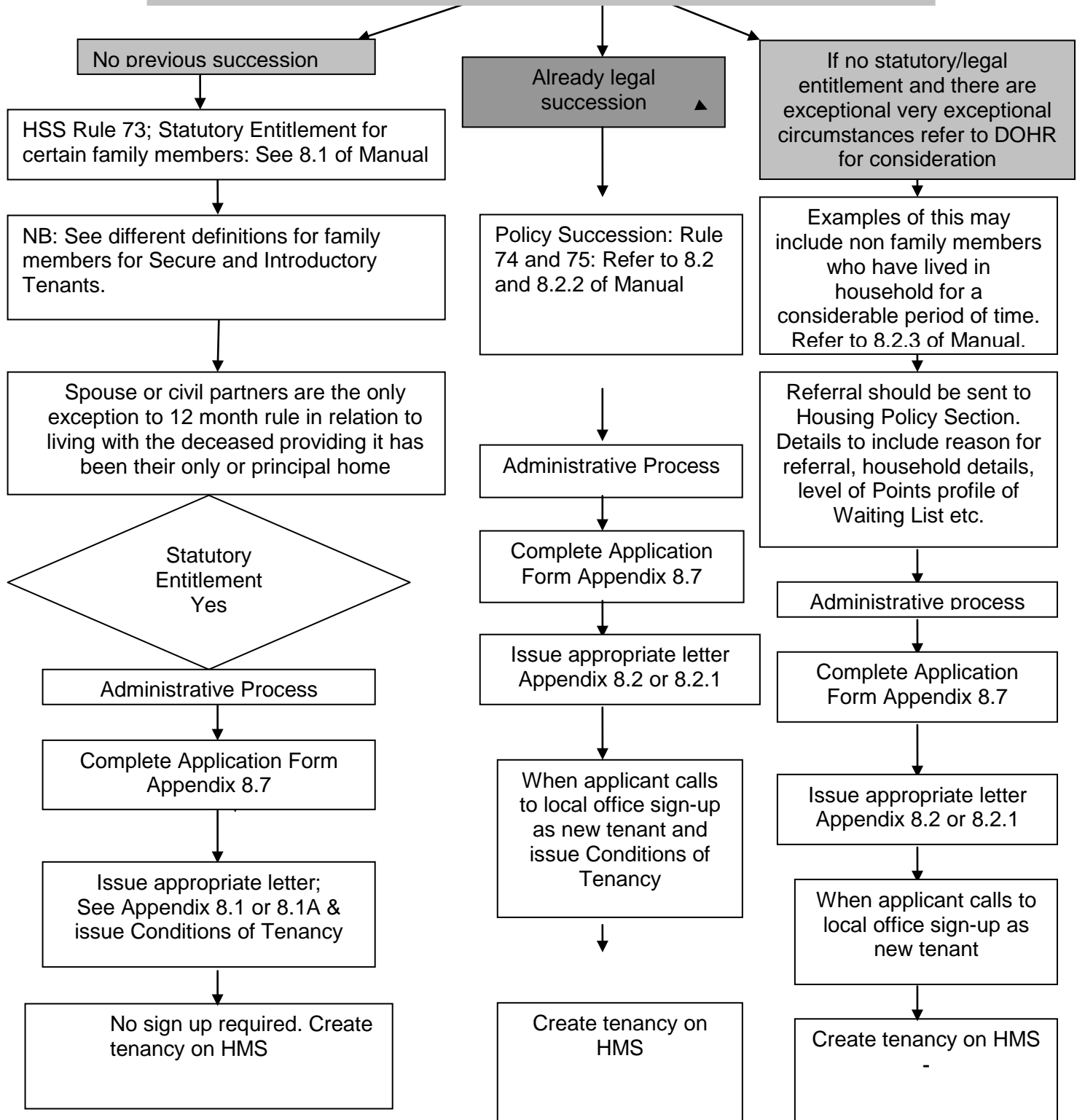
Please note that the Appendices following have been drawn up for Housing Executive purposes. It will be necessary for Housing Associations to amend these documents as necessary, in particular where the information is not applicable.

Examples of amendments required are:

- where the 'Executive' is mentioned, this will have to be amended to 'landlord' or 'Association' or the Association's name.
- where the Housing Association does not operate a Voluntary House Sales Scheme, the paragraphs referring to any such scheme should be deleted. Where such a scheme is in operation, even if on a limited basis, the relevant paragraphs should be retained and amended as necessary i.e. replace any references to the 'Executive' or amend any conditions concerning the sale of the property, as applicable.
- for signatures, the term '**Area Manager**' should be replaced by the term appropriate to each Housing Association.

Review date: September 2007 [Last amended December 2011]

APPENDIX A: SUCCESSION FLOWCHART



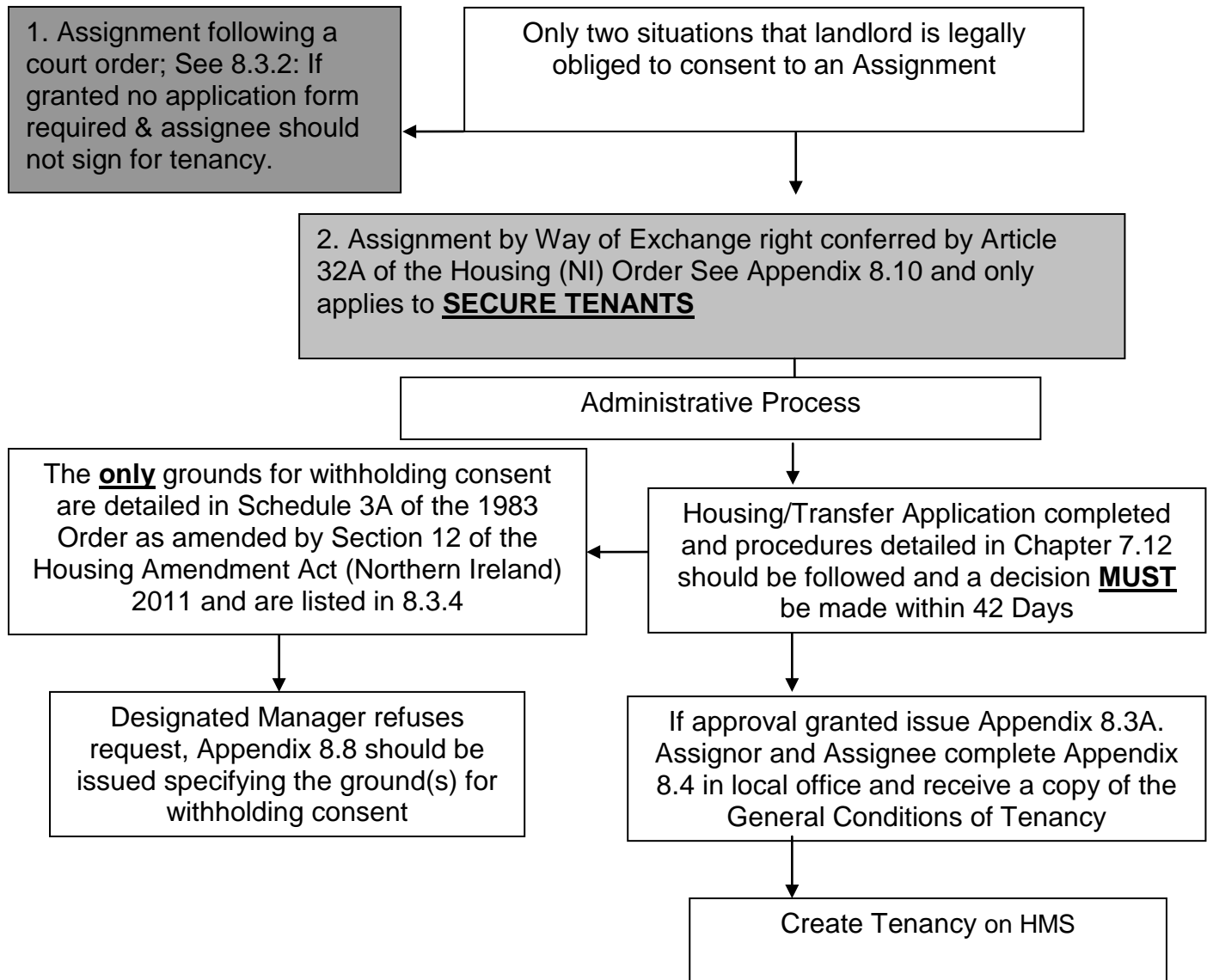
N.B. - APPENDIX 8.11 SHOULD BE ISSUED IF SUCCESSION NOT GRANTED

In order to establish 12 months residency examples / evidence may include: A letter from an employer/ payslips with address on it dating back 12 months; Proof from DHSS; Bank Statements; Utility Bills; Check HB records; Letters from GP/Clergy/Solicitor. Please note above is by no means a definitive list and a Designated Manager should satisfy themselves the applicant was living at the dwelling as his/her only or principal home for 12 months.

Review date: September 2007 [Last amended December 2011]

APPENDIX B: LEGAL ASSIGNMENT FLOWCHART

Secure / Introductory Tenant Transfers His/Her Rights to Someone Else
Rule 76 states landlord will fully comply with statutory obligations

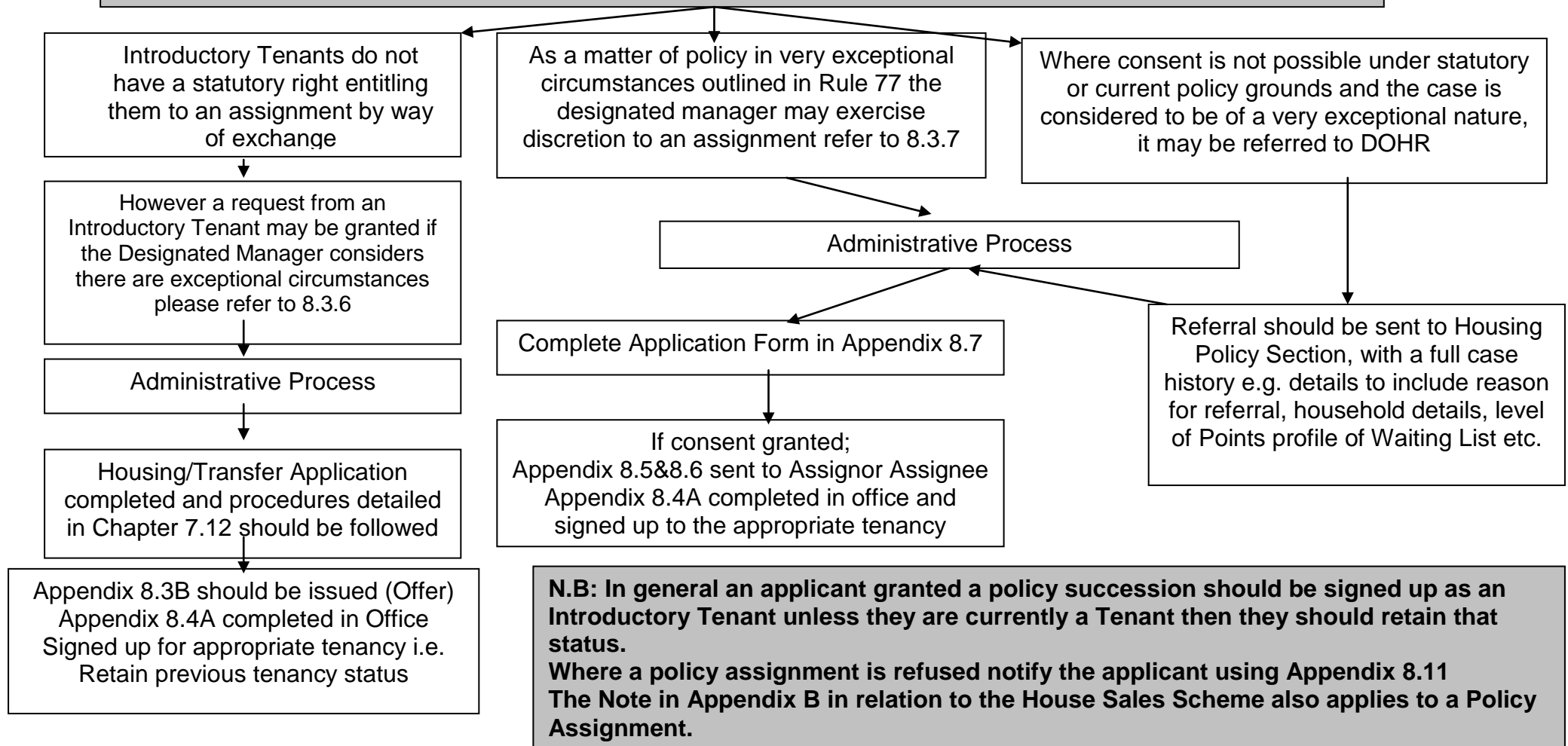
**Please Note:**

Secure tenants should be advised that when they are requesting an Assignment by Way of Exchange that they may lose or gain the right to buy as they will inherit the conditions in which the existing tenant was granted the tenancy. Information in relation to who can or cannot purchase under the House Sales Scheme are detailed in the letter in Appendix 8.4.

Review date: September 2007 [Last amended December 2011]

APPENDIX C: POLICY ASSIGNMENT FLOWCHART

A Secure / Introductory Tenant Transfers His/Her Rights to Someone Else



Review date: September 2007 [Last amended December 2011]

APPENDIX 8.1 LEGAL SUCCESSION OF SECURE TENANCY

Dear Sir / Madam

Re: Legal Succession of a Secure Tenancy

Following your recent bereavement I am writing concerning the tenancy of the dwelling at _____ which was held by _____ (deceased) as a secure tenant.

I can inform you that the Housing Executive recognises your legal entitlement to succeed to the tenancy of the above named, with effect from the date of their death.

As the legal successor, you will be bound by the same tenancy terms and conditions as the deceased which are contained in the Executive's "General Conditions of Tenancy (1989 Edition)". A copy is enclosed for your attention.

Rent _____

Rates _____

Total: _____

You will be liable for rent and rates from: _____

You should note that you may be entitled to housing benefit to assist with the rent and rates, but should make an application so that your entitlement can be assessed.

Please note:

If the tenancy you are succeeding to, began on or after 1st September 2002 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the Executive's statutory House Sales Scheme in any circumstances.

If the tenancy you are succeeding to began prior to 1st November 2000 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the House Sales Scheme if both of the following conditions apply:-

- i. A person of at least 60 years of age was the tenant and/or a member of the tenant's household when the tenancy you are succeeding to began
- ii the tenancy you are succeeding to did not begin because of a compulsory

Review date: September 2007 [Last amended December 2011]

transfer from another Housing Executive dwelling in respect of which the tenant had the right to buy

Please note that the right to buy only arises after you have been a secure tenant of the Housing Executive or other relevant body for a period of not less than five years. Previous tenancy periods may, in some circumstances, count in calculating the required five year qualifying period.

If this property has been built, acquired or improved by the Housing Executive in the financial year in which you apply to buy or in the ten previous financial years, your right to discount could be greatly reduced if you apply to purchase.

Yours sincerely

Area Manager

Review date: September 2007 [Last amended December 2011]

Appendix 8.1A LEGAL SUCCESSION OF AN INTRODUCTORY TENANCY

Dear Sir / Madam

Re: Legal Succession of an Introductory Tenancy

Following your recent bereavement I am writing concerning the tenancy of the dwelling at _____ which was held by _____ (deceased) as an Introductory tenant.

I can inform you that the Housing Executive recognises your legal entitlement to succeed to the introductory tenancy of the above named, with effect from the date of their death.

As the legal successor, you will be bound by the same tenancy terms and conditions as the deceased which are contained in the Executive's "General Conditions of Tenancy (1989 Edition)". A copy is enclosed for your attention.

Rent _____

Rates _____

Total: _____

You will be liable for rent and rates from: _____

You should note that you may be entitled to housing benefit to assist with the rent and rates, but should make an application so that your entitlement can be assessed.

Please note:

If the tenancy you are succeeding to, began on or after 1st September 2002 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the Executive's statutory House Sales Scheme in any circumstances.

If the tenancy you are succeeding to began prior to 1st November 2000 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the House Sales Scheme if both of the following conditions apply:-

- ii. A person of at least 60 years of age was the tenant and/or a member of the tenant's household when the tenancy you are succeeding to began
- ii the tenancy you are succeeding to did not begin because of a compulsory

Review date: September 2007 [Last amended December 2011]

transfer from another Housing Executive dwelling in respect of which the tenant had the right to buy

Please note that the right to buy only arises after you have been a secure tenant of the Housing Executive or other relevant body for a period of not less than five years. Previous tenancy periods may, in some circumstances, count in calculating the required five year qualifying period. Where the tenancy you are succeeding to is an introductory tenancy, you cannot apply to buy during an introductory tenancy year, even if you were previously a secure tenant. However, upon completion of the introductory year, that year will be taken into account in calculating the qualifying period.

If this property has been built, acquired or improved by the Housing Executive in the financial year in which you apply to buy or in the ten previous financial years, your right to discount could be greatly reduced if you apply to purchase.

Yours sincerely

Area Manager

Review date: September 2007 [Last amended December 2011]

APPENDIX 8.2 POLICY SUCCESSION OF TENANCY

Dear Sir / Madam

Re: Succession of Tenancy Request (Decision to consent to award an Introductory Tenancy to an applicant as a “policy” successor)

Following your recent bereavement I am writing concerning the tenancy of the dwelling at _____

The Housing Executive has considered your request and is willing to offer to you the tenancy of _____ as the policy successor to _____. The policy succession will be implemented by granting you an introductory tenancy to you.

NOTE

As the policy successor, you will be bound by the tenancy terms and conditions which are contained in the Executive's "General Conditions of Tenancy (1989 Edition)".

Rent _____

Rates _____

Total _____

You will be liable for rent and rates from _____

You may be entitled to Housing Benefit to assist with the rent and rates, but should make an application so that your entitlement can be assessed.

PLEASE NOTE

This offer is in respect of an introductory tenancy which will last for a period of 12 months. It will then become a secure tenancy unless within 12 months the Housing Executive has begun proceedings for possession.

This offer is conditional on the following:-

1. The statement of facts on your Succession / Assignment / Change of Tenancy application is correct and has not changed to date. If there has been a change we must be advised immediately and prior to accepting this offer.
2. Acceptance of the Housing Executive's general conditions of tenancy (1989 edition), a copy of which will be provided to you prior to signing for the premises.

Review date: September 2007 [Last amended December 2011]

3. Please note that you may not be eligible to apply for a transfer until two years after your tenancy commences.

You should also note the following:

If the tenancy you are succeeding to began on or after 1st September 2002 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the Executive's statutory House sales Scheme in any circumstances.

If the tenancy you are succeeding to began prior to 1st November 2000 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the House Sales Scheme if both of the following conditions apply:-

- i A person of at least 60 years of age was the tenant and/or a member of the tenant's household when the tenancy you are succeeding to began
- ii the tenancy you are succeeding to did not begin because of a compulsory transfer from another Housing Executive dwelling in respect of which the tenant had the right to buy

Please note that the right to buy only arises after you have been a secure tenant of the Housing Executive or other relevant body for a period of not less than five years. Previous tenancy periods may, in some circumstances, count in calculating the required five year qualifying period. Please note you cannot apply to buy during an introductory tenancy year. However, upon completion of the introductory year, that year will be taken into account in calculating the qualifying period.

If this property has been built, acquired or improved by the Housing Executive in the financial year in which you apply to buy or in the ten previous financial years, your right to discount could be greatly reduced if you apply to purchase.

Please call to the above office on _____ to complete the necessary documentation.

Yours sincerely

Area Manager

Review date: September 2007 [Last amended December 2011]

APPENDIX 8.2.1 POLICY SUCCESSION OF TENANCY

Dear Sir / Madam

Re: Succession of Tenancy Request (Decision to award a Current Secure or Introductory Tenant(s) a “policy” succession)

Following your recent bereavement I am writing concerning the tenancy of the dwelling at _____.

The Housing Executive has considered your request and is willing to offer to you the tenancy of _____ as the policy successor to _____.

If you are currently secure tenant, this policy succession will be implemented by the granting of a new secure tenancy to you.

If you are currently an Introductory Tenant, this policy succession will be implemented by the granting of an introductory tenancy for the remainder of your 12 months trial period. It will then become a secure tenancy unless within the trial period the Housing Executive has begun possession proceedings.

Note

You will be bound by the tenancy terms and conditions which are contained in the Executive's "General Conditions of Tenancy (1989 Edition)".

Rent _____

Rates _____

Total _____

You will be liable for rent and rates from _____

You may be entitled to Housing Benefit to assist with the rent and rates, but should make an application so that your entitlement can be assessed

PLEASE NOTE

This Offer is conditional on the following:

1. The statement of facts on your Succession / Assignment / Change of Tenancy application is correct and has not changed to date. If there has been a change we must be advised immediately and prior to accepting this offer.
2. If you are currently a Housing Executive/ Housing Association Tenant you are required under the terms of your tenancy to provide written notice of the termination of your existing tenancy to your landlord. You will normally be required to give vacant possession i.e. (you must return the keys and not leave anyone living in the property).

Review date: September 2007 [Last amended December 2011]

3. Acceptance of the Housing Executive's general conditions of tenancy (1989 edition), a copy of which will be provided to you prior to signing for the premises.
4. Please note that you may not be eligible to apply for a transfer until two years after your tenancy commences.

You should also note the following:

If the tenancy you are succeeding to began on or after 1st September 2002 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the Executive's statutory House sales Scheme in any circumstances.

If the tenancy you are succeeding to began prior to 1st November 2000 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the House Sales Scheme if both of the following conditions apply:-

- i A person of at least 60 years of age was the tenant and/or a member of the tenant's household when the tenancy you are succeeding to began
- ii the tenancy you are succeeding to did not begin because of a compulsory transfer from another Housing Executive dwelling in respect of which the tenant had the right to buy

Please note that the right to buy only arises after you have been a secure tenant of the Housing Executive or other relevant body for a period of not less than five years. Previous tenancy periods may, in some circumstances, count in calculating the required five year qualifying period. Please note you cannot apply to buy during an introductory tenancy year. However, upon completion of the introductory year, that year will be taken into account in calculating the qualifying period.

If this property has been built, acquired or improved by the Housing Executive in the financial year in which you apply to buy or in the ten previous financial years, your right to discount could be greatly reduced if you apply to purchase.

Please call to the above office on _____ to complete the necessary documentation.

Yours sincerely

Area Manager

Review date: September 2007 [Last amended December 2011]

APPENDIX 8.3A ASSIGNMENT BY WAY OF EXCHANGE OF SECURE TENANCY

Dear Sir / Madam

Re: Direct Exchange of Secure Tenancies

I refer to the dwelling at _____ and your request to exchange the property with _____ of _____

Based on the information available the Housing Executive agrees that the direct exchange can proceed but not until after all necessary documentation has been completed by you and any other person(s) involved. As the assignee you will be bound by the same terms and conditions which are contained in the Executive's "General Conditions of Tenancy (1989 Edition)".

You will be liable for rent and rates from Monday _____

Rent _____

Rates _____

Total: _____

You should note that you may be entitled to housing benefit to assist with the rent and rates, but should make an application so that your entitlement can be assessed.

Please note:

If the tenancy of the person who is assigning it to you began on or after 1st September 2002 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the Executive's statutory House Sales Scheme in any circumstances.

If the tenancy of the person who is assigning to you began prior to 1st November 2000 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the House Sales Scheme if both the following conditions apply:-

- I. a person of at least 60 years of age was the tenant and/or a member of the tenant's household when the tenancy of the person who is assigning to you began
- II. the tenancy of the person who is assigning to you did not begin because of a compulsory transfer from another Housing Executive dwelling in respect of which the tenant had the right to buy

Review date: September 2007 [Last amended December 2011]

Please note that the right to buy only arises after you have been a secure tenant of the Housing Executive or other relevant body for a period of not less than five years. Previous tenancy periods may, in some circumstances, count in calculating the required five year qualifying period.

If this property has been built, acquired or improved by the Housing Executive in the financial year in which you apply to buy or in the ten previous financial years, your right to discount could be greatly reduced if you apply to purchase.

Please call to the above office on _____
It is in the best interests of both parties to call at the same time to complete the appropriate forms so that the assignment may be completed.

Yours sincerely

Area Manager

Review date: September 2007 [Last amended December 2011]

APPENDIX 8.3B ASSIGNMENT BY WAY OF EXCHANGE: POLICY GROUNDS OFFER LETTER

Dear Sir / Madam

Re: Direct Exchange involving an Introductory Tenant

I refer to the dwelling at _____ and your request to
exchange the property with _____ of

You have no statutory entitlement to the granted of an assignment because one of the parties involved in your direct exchange request is an introductory tenant.

However, because of the very exceptional circumstances of this request the Housing Executive has decided to consent to the direct exchange proceeding on policy grounds. It is important for you to note that it is a pre condition of this consent that you and the other person(s) involved complete, to the Housing Executive's satisfaction, all the necessary documentation. As the assignee you will be bound by the terms and conditions which are contained in the Executive's "General Conditions of Tenancy (1989 Edition)".

If you are currently a secure tenant of the Housing Executive or a registered housing association this policy assignment will be implemented by the granting of a Secure Tenancy.

If you are currently an Introductory Tenant this policy assignment will be implemented by the granting of an Introductory Tenancy for the remainder of your 12 month trial period. It will then become a secure tenancy unless within the trial period the Housing Executive has begun proceedings for possession.

You will be liable for rent and rates from Monday _____

Rent _____

Rates _____

Total: _____

You should note that you may be entitled to housing benefit to assist with the rent and rates, but should make an application so that your entitlement can be assessed.

Please note:

If the tenancy of the person who is assigning to you began on or after 1st September 2002 and the dwelling is a single storey or ground floor dwelling (other

Review date: September 2007 [Last amended December 2011]

than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the Executive's statutory House Sales Scheme in any circumstances.

If the tenancy of the person who is assigning to you began prior to 1st November 2000 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the House Sales Scheme if both the following conditions apply:-

1. a person of at least 60 years of age was the tenant and/or a member of the tenant's household when the tenancy of the person who is assigning to you began
2. the tenancy of the person who is assigning to you did not begin because of a compulsory transfer from another Housing Executive dwelling in respect of which the tenant had the right to buy

Please note that the right to buy only arises after you have been a secure tenant of the Housing Executive or other relevant body for a period of not less than five years. Previous tenancy periods may, in some circumstances, count in calculating the required five year qualifying period.

If this property has been built, acquired or improved by the Housing Executive in the financial year in which you apply to buy or in the ten previous financial years, your right to discount could be greatly reduced if you apply to purchase.

Please call to the above office on _____

It is in the best interests of both parties to call at the same time to complete the appropriate forms so that the assignment may be completed.

Yours sincerely

Area Manager

Review date: September 2007 [Last amended December 2011]

APPENDIX 8.4 ASSIGNMENT BY WAY OF EXCHANGE: SECURE TENANCY
Form to be completed in Office

ASSIGNMENT OF SECURE TENANCY

Address of Dwelling: _____

Name(s) of Tenant(s): _____

Name(s) of Assignee(s): _____

I / we the above named Tenant(s) assign my/our tenancy of the above dwelling to the Assignee(s) named above.

Dated this _____ day of _____

Signed by the Tenant(s): _____

in the presence of : _____ (Witness)

The above Assignee(s) accept(s) the assignment of the above tenancy and confirm(s) that I/we understand that, with effect from the assignment, I am / we are bound by all the terms and conditions of the tenancy, as contained in the Executive's "General Conditions of Tenancy (1989 Edition)". A copy of which has been given to me today.

Signed: _____ (Assignee(s))

In the presence of _____ (witness)

Please note:

If the tenancy of the person who is assigning to you began on or after 1st September 2002 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the Executive's statutory House Sales Scheme in any circumstances.

If the tenancy of the person who is assigning to you began prior to 1st November 2000 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the House Sales Scheme if both the following conditions apply:-

- i. a person of at least 60 years of age was the tenant and/or a member of the tenant's household when the tenancy of the person who is assigning it to you began
- ii. the tenancy of the person who is assigning it to you did not begin because of a compulsory transfer from another Housing Executive dwelling in respect of which the tenant had the right to buy

HOUSING SELECTION SCHEME GUIDANCE MANUAL

HOUSING
SELECTION
SCHEME

Review date: September 2007 [Last amended December 2011]

Please note that the right to buy only arises after you have been a secure tenant of the Housing Executive or other relevant body for a period of not less than five years. Previous tenancy periods may, in some circumstances, count in calculating the required five year qualifying period.

If this property has been built, acquired or improved by the Housing Executive in the financial year in which you apply to buy or in the ten previous financial years, your right to discount could be greatly reduced if you apply to purchase.

On behalf of the Executive, I consent to the above Assignment

Signed:_____

Area Manager

Review date: September 2007 [Last amended December 2011]

APPENDIX 8.4 A Policy Assignment

Form to be completed in Office

Address of Dwelling: _____

Name(s) of Tenant(s): _____

Name(s) of Assignee(s): _____

I / we the above named Tenant(s) assign my/our Secure / Introductory tenancy (delete as appropriate) of the above dwelling to the Assignee(s) named above.

Dated this _____ day of _____

Signed by the Tenant(s): _____

in the presence of : _____ (Witness)

The above Assignee(s) accept(s) the policy assignment of the above tenancy and confirm(s) that I/we understand that, with effect from the assignment, I am / we are bound by all the terms and conditions of the tenancy, as contained in the Executive's "General Conditions of Tenancy (1989 Edition)".

Signed: _____ (Assignee(s))

In the presence of _____ (witness)

The above policy assignment will be implemented by the granting of an introductory tenancy; unless

you are currently a secure tenant of the Housing Executive or a registered housing association in which case this policy assignment will be implemented by the granting of a Secure Tenancy; or

if you are currently an introductory tenant this policy assignment will be implemented by the granting of an Introductory Tenancy for the remainder of your 12 month trial period. It will then become a secure tenancy unless within the trial period the Housing Executive has begun proceedings for possession.

Please Note:

If the tenancy of the person who is assigning to you began on or after 1st September 2002 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the Executive's statutory House Sales Scheme in any circumstances.

Review date: September 2007 [Last amended December 2011]

If the tenancy of the person who is assigning to you began prior to 1st November 2000 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the House Sales Scheme if both the following conditions apply:-

1. a person of at least 60 years of age was the tenant and/or a member of the tenant's household when the tenancy of the person who is assigning to you began
2. the tenancy of the person who is assigning to you did not begin because of a compulsory transfer from another Housing Executive dwelling in respect of which the tenant had the right to buy

Please note that the right to buy only arises after you have been a secure tenant of the Housing Executive or other relevant body for a period of not less than five years. Previous tenancy periods may, in some circumstances, count in calculating the required five year qualifying period.

If this property has been built, acquired or improved by the Housing Executive in the financial year in which you apply to buy or in the ten previous financial years, your right to discount could be greatly reduced if you apply to purchase.

Review date: September 2007 [Last amended December 2011]

APPENDIX 8.5 ASSIGNMENT OF TENANCY (ASSIGNOR)

Dear Sir / Madam

Re: Assignment of Tenancy (Assignor)

I refer to the dwelling at _____ and your
request to assign the property to _____ of
_____.

Based on the information available the Housing Executive agrees that the assignment can proceed, but not until after all the necessary documentation has been completed by you and any other person (s) involved.

Please call to the above office on _____ to complete the appropriate documentation. It is in the best interests of all parties involved in the assignment to call at the same time to complete the appropriate forms so that the assignment may be completed.

Yours sincerely,

Area Manager

Review date: September 2007 [Last amended December 2011]

APPENDIX 8.6 ASSIGNMENT OF TENANCY (ASSIGNEE)

Dear Sir / Madam

Re: Assignment of Tenancy (Assignee)

I refer to the dwelling at _____ and your request to have the property assigned to you.

Based on the information available the Housing Executive agrees that the assignment can proceed on policy grounds but not until after all necessary documentation has been completed by you and any other person(s) involved. As the assignee(s) you will be bound by the terms and conditions which are contained in the Executive's "General Conditions of Tenancy (1989 Edition)".

The above policy assignment will be implemented by the granting of an introductory tenancy; **unless**

- you are currently a secure tenant of the Housing Executive or a registered housing association in which case this policy assignment will be implemented by the granting of a Secure Tenancy; or
- if you are currently an introductory tenant this policy assignment will be implemented by the granting of an Introductory Tenancy for the remainder of your 12 month trial period. It will then become a secure tenancy unless within the trial period the Housing Executive has begun proceedings for possession.

You will be liable for rent and rates from Monday _____

Rent _____

Rates _____

Total: _____

You should note that you may be entitled to housing benefit to assist with the rent and rates, but should make an application so that your entitlement can be assessed.

Please note:

If the tenancy of the person who is assigning to you began on or after 1st September 2002 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the Executive's statutory House Sales Scheme in any circumstances.

Review date: September 2007 [Last amended December 2011]

If the tenancy of the person who is assigning to you began prior to 1st November 2000 and the dwelling is a single storey or ground floor dwelling (other than a flat) with no more than two bedrooms, the dwelling cannot be purchased under the House Sales Scheme if both the following conditions apply:-

- 1 a person of at least 60 years of age was the tenant and/or a member of the tenant's household when the tenancy of the person who is assigning to you began
- 2 the tenancy of the person who is assigning to you did not begin because of a compulsory transfer from another Housing Executive dwelling in respect of which the tenant had the right to buy

Please note that the right to buy only arises after you have been a secure tenant of the Housing Executive or other relevant body for a period of not less than five years. Previous tenancy periods may, in some circumstances, count in calculating the required five year qualifying period.

If this property has been built, acquired or improved by the Housing Executive in the financial year in which you apply to buy or in the ten previous financial years, your right to discount could be greatly reduced if you apply to purchase.

Please call to the above office on _____ to complete the appropriate documentation. It is in the best interests of all parties involved in the assignment to call at the same time to complete the appropriate forms so that the assignment may be completed.

Yours sincerely

Area Manager

Review date: September 2007 [Last amended December 2011]

APPENDIX 8.6.A AWARD OF A NEW TENANCY IF ORIGINAL TENANCY IS TERMINATED (AS APPROVED BY DOHR)

Re: Tenancy Request

Following the recent termination of Mr/Mrs _____ tenancy at _____, I can inform you that the Housing Executive has considered your request to become the tenant at this address. The Housing Executive has decided, in the particular circumstances of this case to offer to you a new tenancy of this property. This offer is made to you as a matter of policy.

This offer is in respect of an introductory tenancy for a 12 month trial period. It will then become a secure tenancy unless within the 12 month trial period the Housing Executive has begun proceedings for possession.

If you are currently an introductory tenant this offer is in respect of an introductory tenancy for the remainder of the 12 month trial period.

If you are currently a secure tenant this offer is in respect of a secure tenancy.

Rent _____

Rates _____

Total _____

You will be liable for rent and rates from _____

Please call to the above office on _____, at _____ in order to sign for the new tenancy.

You may be entitled to Housing Benefit to assist with the rent and rates, but should make an application so that your entitlement can be assessed.

PLEASE NOTE

1. The statement of facts on your Succession / assignment / Change of Tenancy application is correct and has not changed to date. If there has been a change we must be advised immediately and prior to accepting this offer.
2. If you are currently a Housing Executive/ Housing Association Tenant you are required under the terms of your tenancy to provide written notice of the termination of your existing tenancy to your landlord. You will normally be required to give vacant possession i.e. (you must return the keys and not leave anyone living in the property).
3. Acceptance of the Housing Executive's general conditions of tenancy (1989 edition), a copy of which will be provided to you prior to signing for the premises.

Review date: September 2007 [Last amended December 2011]

4. Please note that you may not be eligible to apply for a transfer until two years after your tenancy commences.

You should also note the following:

- a) If this property is either a single storey property or ground floor dwelling (other than a flat) with no more than two bedrooms, then it will not be possible to sell it to you under the Housing Executive's Statutory House Sales Scheme.
- b) Please note that the right to buy only arises after you have been a secure tenant of the Housing Executive or other relevant body for a period of not less than five years. Previous secure tenancy periods may count in calculating the required five year qualifying period. You cannot apply to buy during an introductory tenancy year, even if you were previously a secure tenant. However, upon completion of the introductory year, it will count towards the eligibility criteria.
- c) If this property has been built, acquired or improved by the Housing Executive in the current year or in the previous ten financial years, your right to discounts could be greatly reduced if you apply to purchase.

Yours sincerely

Area Manager

Review date: September 2007 [Last amended December 2011]

**APPENDIX 8.7 APPLICATION FORM - SUCCESSION / ASSIGNMENT /
CHANGE OF TENANCY**

NORTHERN IRELAND HOUSING EXECUTIVE

APPLICATION FOR SUCCESSION / ASSIGNMENT / CHANGE OF TENANCY

SECTION 1: REASON FOR APPLICATION

Please tick as appropriate

<input type="checkbox"/>	Succession – We require a copy of the tenant's Death Certificate; written consent of any other residents entitled to apply for the tenancy; proof of length of residence.
<input type="checkbox"/>	Assignment (Statutory or exceptional circumstances) – We require a copy of the Court Order assigning the tenancy of the property to the Applicant / Proof of exceptional circumstances.
<input type="checkbox"/>	Marital /Civil Partnership/ Relationship Breakdown – We require a written termination from the existing tenant along with a forwarding address; Proof of separation e.g.Court Order or other confirmation of relationship breakdown.
<input type="checkbox"/>	New Joint/Sole Tenancy – We require proof of residence for one year or Marriage/Civil Partnership Certificate.

SECTION 2: INFORMATION REGARDING CURRENT TENANCY

Address of Property:
Tel No:
Name of Current Tenant (s)
Current tenancy status: Introductory/Secure

SECTION 3: INFORMATION REGARDING NEW APPLICANT (S)

Name of Person (s) requesting tenancy	Relationship to current tenant	How long have you lived at this address?
1.		
2.		

SECTION 4: DETAILS OF ALL PERSONS LIVING AT THIS ADDRESS

Full Name	Relationship to Tenant	Date of Birth	National Insurance Number

I declare that to the best of my knowledge and belief the above information is correct. (All persons applying for the tenancy must sign below).

Signature(s) _____ Date _____

Housing Benefit : If my application for the above tenancy is successful I wish to claim Housing Benefit from the date the tenancy is awarded to me.

Signature(s) _____ Date _____

HOUSING SELECTION SCHEME GUIDANCE MANUAL

Review date: September 2007 [Last amended December 2011]

HOUSING
SELECTION
SCHEME

OFFICE USE ONLY

INFORMATION REQUIRED BY DESIGNATED OFFICER:	
HOUSING OFFICER'S REPORT:	RENT ACCOUNT:_____
	AT: ____/____/____
	HOUSE TYPE:_____
SIGNED:_____	DATE:_____
DESIGNATED OFFICER'S APPROVAL: YES / NO	
DESIGNATED OFFICER'S COMMENTS:	
DESIGNATED OFFICER'S SIGNATURE: _____	
DATE: _____	
REASON FOR TENANCY CHANGE:	
Legal or Policy Succession / Assignment / New Tenancy (Joint or Sole) _____	
TYPE OF TENANCY AWARDED:	
Secure Tenancy / Introductory Tenancy (delete as appropriate)	
NOTE: Please ensure that the correct procedures are followed (See Chapter 8 of Housing Selection Scheme Guidance Manual)	
TENANCY COMMENCEMENT DATE: _____	

Review date: September 2007 [Last amended December 2011]

APPENDIX 8.8 GROUNDS FOR REFUSING ASSIGNMENT BY WAY OF EXCHANGE

Date:

Dear

Grounds for withholding consent to Assignment by Way of Exchange.

Having carefully considered your request to assign your tenancy by way of exchange, I regret that consent has not been approved on the following ground(s) as detailed in Schedule 3A of the Housing (NI) Order, 1983 as amended by s. 12 of the Housing (Amendment) Act (Northern Ireland) 2011.

(Type in the ground(s) that apply – see 8.3.4.)

(Type in a brief explanation e.g. a family wanting to exchange to a property that is too small for their needs)

Yours sincerely,

Area Manager

Review date: September 2007 [Last amended December 2011]

APPENDIX 8.9 EXTRACT FROM HOUSING (NI) ORDER 1983

Housing (NI) Order 1983

Succession on death of tenant

26.-(1) Where on the death of the tenant under a secure tenancy there is a person qualified to succeed him, the tenancy vests by virtue of this Article in that person or, if there is more than one such person, in the one who is to be preferred in accordance with paragraph (3), unless the tenant was a successor.

(2) A person is qualified to succeed the tenant under a secure tenancy if he occupied the dwelling-house as his only or principal home at the time of the tenant's death and either-
he is the tenant's spouse/civil partner; or
he is another member of the tenant's family and has resided with the tenant throughout the period of twelve months ending with the tenant's death.

Where there is more than one person qualified to succeed the tenant-
the tenant's spouse/civil partner is to be preferred to another member of the tenant's family; and
of two or more other members of the tenant's family such of them is to be preferred as may be agreed between them or as may, where there is no such agreement, be selected by the landlord.

The tenant under a secure tenancy is a successor if-
the tenant vested in him by virtue of paragraph (1); or
he was a joint tenant and has become the sole tenant; or
he became the tenant on the tenancy being assigned to him or on its being vested in him on the death of the previous tenant;

but a tenant to whom the tenancy was assigned in the pursuance of an order under Article 26 of the Matrimonial Causes (Northern Ireland) Order 1978 is a successor only if the other party to the marriage was himself a successor.

Where within six months of the coming to an end of a secure tenancy (in this paragraph referred to as the former tenancy) the tenant becomes a tenant under another secure tenancy; and-

the tenant was a successor in relation to the former tenancy; and
under the other tenancy either the dwelling-house or the landlord is or both are the same as under the former tenancy;
the tenant is a successor also in relation to the other tenancy, unless the agreement creating the other tenancy otherwise provides.

Review date: September 2007 [Last amended December 2011]

APPENDIX 8.10 EXTRACT FROM HOUSING (NI) ORDER 1986

Housing (NI) Order 1986

Assignments

37.-(1) In Article 32(1) of the Order of 1983, at the end of sub-paragraph (b) there shall be added the following-

"or

(c)The assignment is made in pursuance of Article 32A."

(2) After Article 32 of that Order there shall be inserted the following Article-

"Assignments by way of exchange

32A.-(1) It is by virtue of this Article a term of every secure tenancy that the tenant may, with the written consent of the landlord, assign the tenancy to a person to whom this paragraph applies; and this paragraph applies to any person who is the tenant under a secure tenancy and has the written consent of the landlord to assign the tenancy either to the mentioned tenant or to another person to whom this paragraph applies.

(2) The consent required by virtue of this Article is not to be withheld except on one or more of the grounds set out in Schedule 3A and, if withheld otherwise than on one of those grounds, shall be treated as given.

(3) The landlord shall not be entitled to rely on any of the grounds set out in Schedule 3A unless, within 42 days of the tenant's application for the consent, the landlord has served on the tenant a notice specifying that ground and giving particulars of it.

(4) Where any rent lawfully due from the tenant has not been paid or any obligation of the tenancy has been broken or not performed, the consent required by virtue of this Article may be given subject to a condition requiring the tenant to pay the outstanding rent, remedy the breach or perform the obligation.

(5) Except as provided by paragraph (4), a consent required by this Article cannot be given subject to a condition, and any condition imposed otherwise than as so provided shall be disregarded".

(3) After Schedule 3 to the Order of 1983 there shall be inserted, as Schedule 3A, the Schedule set out in Schedule 7 to this Order.

Review date: September 2007 [Last amended December 2011]

APPENDIX 8.11 Refusal letter

Housing Executive

2 ADELAIDE STREET
BELFAST
BT2 8PB
03448 920 900

APPLICATION FOR SUCCESSION / ASSIGNMENT (other than Assignment by way of Exchange) / JOINT TENANCY (delete as appropriate)

Dear Sir / Madam

I refer to your application for a succession of tenancy / assignment of tenancy / joint tenancy (delete as appropriate) at _____.

Your request has been considered under the Rule(s) of the Housing Selection Scheme see attached (*attach relevant rules see overleaf*) and or on Policy Grounds and has been refused for the reasons stated below.

Insert reason for refusal in the particular case here.

Please insert the following paragraph if vacant possession is required:

As your request for succession / assignment (delete as appropriate) has not been approved, I would appreciate if you would contact me **within 7 Days** to arrange vacant possession. If you do not contact me legal action will commence to regain possession of the property.

The following note is for staff and should not be included in letter:

Refer to [HRAN 07 / 05](#) for advice on the appropriate action to take to end a tenancy following the death of a tenant.

Yours sincerely,

Area Manager

Review date: September 2007 [Last amended December 2011]

Housing Selection Scheme - Succession Rules

Rule 73 Succession to a Tenancy

Succession to a tenancy only occurs where the existing tenant has died. The Landlord will fully comply with the statutory provisions with regard to succession as set out in the Housing (N.I.) Order, 1983. Paragraphs 74 & 75 apply only if there is no statutory entitlement to succeed.

Rule 74 Succession to a Tenancy

Where there is no statutory entitlement to succeed, the following people will be potentially eligible to succeed:

- 1) A partner of the deceased if they have been living together for a year.
- 2) A carer only if he / she was living with the deceased for a time in order to care for him / her and for that reason had sold a dwelling or given up a tenancy or licence in relation to a dwelling. (For the purposes of this paragraph, a tenancy or licence shall be ignored if the carer had been granted the said tenancy or licence by a relative).
- 3) The potential successor has accepted responsibility for the deceased tenant's dependants.

Rule 75 Succession to a Tenancy

Those persons who are potentially eligible to succeed as set out at paragraphs 74 1) – 3) above shall not be eligible to succeed if the deceased tenant was himself / herself a successor unless the deceased tenant was the spouse /civil partner, parent, brother or sister of the potential successor. (For the purposes of this paragraph, in deciding whether or not the deceased tenant was himself / herself a successor, any change from a sole tenancy to a joint tenancy, or vice versa, shall be ignored).

Review date: September 2007 [Last amended December 2011]

Housing Selection Scheme - Assignment Rules

Rule 76 Assignment of Tenancy

The Landlord will fully comply with its statutory obligations with regard to assignment. The rules set out in the next paragraph apply subject to, or in the absence of, any such statutory obligations.

Rule 77 Assignment of Tenancy

As a general rule, the Landlord will not consent to any assignment. The very exceptional circumstances where the Landlord may exercise discretion to consent to assignment are as follows:

- 1) Where it is not practicable for the existing tenant to continue to act as such, (for example extreme illness);
- 2) If the existing tenant leaves and someone else undertakes responsibility for any dependent children left in the household;
- 3) If the existing tenant goes into a residential home on a long term basis and other member(s) of the household remain in the property and wish to become tenant(s). In such circumstances all of the following conditions must exist:
 - a) The tenant has had to go into a residential home; and
 - b) The tenant is unlikely to be able to return to the relevant dwelling within the next twelve months; and
 - c) The potential assignee was living with the tenant in the dwelling when the tenant had to go into residential home; and
 - d) The potential assignee would have had statutory entitlement, or an entitlement under the policy rules, to succeed to the tenancy if the tenant had died instead of entering the residential home.
- 4) If the tenant has to be re-housed in sheltered / special needs accommodation and other member(s) of the household remain in the property and wish to become tenant(s) and the following conditions exist:
 - (a) the tenant needs to go into sheltered / special needs accommodation; and
 - (b) the tenant's tenancy of the new accommodation is indefinite and the tenant is unlikely to be able to return to the original dwelling within the next twelve months and such accommodation would not be able to house all of the tenant's current household; and
 - (c) the potential assignee was living with the tenant in the dwelling when the tenant had to go into sheltered / special needs accommodation; and
 - (d) the potential assignee would have had statutory entitlement, or an entitlement under the policy rules, to succeed to the tenancy if the tenant had died instead of entering the sheltered / special needs accommodation.

Review date: September 2007 [Last amended December 2011]

Housing Selection Scheme - Joint Tenancy Rules

Rule 78 **Creation of Joint Tenancies**

The rules in the next paragraph apply in the context of any request to allow a person to become a joint tenant, if the request is made after the commencement of the current tenant's tenancy.

Rule 79 **Creation of Joint Tenancies**

The Landlord will allow joint tenancies to be created only where the requirements of one of the sub-paragraphs listed below has been satisfied:

- 1) The current tenant is the husband or wife / civil partner of the proposed joint tenant.
- 2) The proposed joint tenant is, at the date of application for approval, a person who would be entitled to succeed (under statute or under policy) in the event of the existing tenant dying at that date.
- 3) The proposed joint tenant was part of the current tenant's household when the current tenant was awarded the tenancy by the Landlord.
- 4) The current tenant and the proposed joint tenant have been living together as part of the same household for at least a period of one year immediately prior to the date on which Landlord approval was sought. Exceptionally, a Designated Officer may decline to approve a joint tenancy under this category if he / she has compelling evidence that the existing tenant is likely to move out of the property in the short-term future.