

Death of a Tenant Policy Statement

February 2025

This policy is implemented by Midlands Rural Housing on behalf of four independent partner associations: Leicestershire Rural Housing Association, Northamptonshire Rural Housing Association, Peak District Rural Housing Association and Warwickshire Rural Housing Association. Midlands Rural Housing provides the full range of housing and management services for these four associations in line with a procedure agreement.

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Version number	1

Version date	February 2025
Author title & issuing department	Area Housing Manager
Target audience	MRH colleagues Customers
Date approved	14.02.2025
Review date	February 2025 – and 3 yearly thereafter.
Links to Regulatory Standards – Economic/ Consumer Standards	<ul style="list-style-type: none"> • The Transparency, Influence and Accountability Standard (“the TIA Standard”) • The Safety and Quality Standard (“the SQ Standard”) • The Tenancy Standard • The Neighbourhood and Community Standard (“the NC Standard”) • The Code of Practice (“the Code”)
Outcome for customers	<p>Residents</p> <p>The policy will ensure a sensitive, smooth and transparent approach to ending a tenancy of a deceased relative.</p>
Links to Business Plan	<ul style="list-style-type: none"> • 1 - Engage effectively with our residents • 3 - Provide high quality housing management services
Links to key values	<p>Diversity: This policy outlines our approach to ensure our services are fair and accessible for all our customers.</p> <p>Openness: This policy sets out our approach in how we support residents with a vulnerability.</p> <p>Accountability: The policy sets out the roles and responsibilities in relation to vulnerability and how we will monitor compliance in this area.</p> <p>Clarity: This policy provides guidance for colleagues on how we define vulnerability and identify vulnerable customers.</p>

1. Introduction

- 1.1. This policy addresses the event of the death of a resident where there is no potential right to succession. If there is no one entitled to succeed, security of tenure is lost and the tenancy vests in the estate. This document sets out the correct method of lawfully terminating the tenancy and bringing the property back into use.
- 1.2. Where there is a right to succession or a possible right to succession, the Successions Policy should be followed.

- 1.3. If there are people living in the property after the tenant has died who clearly do not have the right to succession, we will work with them to find suitable alternative accommodation.
- 1.4. This policy covers general needs.

2. Objective

2.1 Upon the death of a tenant we will endeavour to bring the property/unit back into use for letting as soon as possible. We will follow due process to bring the tenancy to an end in a lawful and considerate manner.

2.2 We will be considerate towards those we are in contact with about a death of a resident, as we know that this can be a difficult time. Staff members, residents, neighbours and relatives will be informed of the death as carefully and sensitively as possible. Where appropriate, support will be offered to them.

3. Specifics

- 3.1 When a resident dies, we require notification as soon as possible, where feasible accompanied by a death certificate.
- 3.2 Unless the Next of Kin reports the death and provides a copy of death certificate, ie when there is no one to terminate the tenancy, we will send a registration of death (NL1) and a Notice to Quit to the Office of the Public Trustee. We may also serve a copy of the Notice to Quit on other relevant parties.
- 3.3 The Notice to Quit means that the tenancy will end four weeks from the date of service.
- 3.4 At the time of serving the Notice to Quit we will inform the relevant party that any goods left in the property will be removed after the expiry of the Notice to Quit,

4. Credit/Debt on account

- 4.1 Any rent credit or arrears until the Notice to Quit expires will be payable to/from the resident's estate. Any payment for damage to the property will also be payable by the resident's estate. The next of kin or any other relative will not be liable to pay any outstanding debts.
- 4.2 If the resident has left a will, they may have appointed an executor. If the resident has not left a will, then they have died "intestate". This means that the way that their estate is divided up is determined by law. Typically, a close family member will apply to court and receive the right to be an "administrator".

5. Guidance notes

- 5.1 A tenancy does not end when the tenant dies. What happens next depends on the circumstances.

- 5.2 If the tenancy is in joint names, then the living tenant will acquire the deceased tenant's share by what is known as the 'right of survivorship', ie If a husband and wife rent a property jointly and the husband dies, it will then belong just to the wife. (see succession Policy and procedure)
- 5.3 If there is only one sole tenant then a next of kin or executor can terminate the tenancy.
- 5.4 If a tenant dies without an executor, next of kin or a will, the tenancy is transferred temporarily to the Public Trustee
- 5.5 We cannot take the property back automatically even if the tenancy was due to end
- 5.6 To give notice on the Public Trustee we must do the following:
- post or deliver a letter to the residents last known address saying you're giving written notice - you do not need to get proof of this – see Appendix 1 & 2
 - send a copy of the notice and a completed NL1 form to the Public Trustee
 - register the notice with the Public Trustee
- 5.7 Address the written notice to: "The Personal Representative of [full name of the resident who died] of [last known address for the tenant who died]".
- 5.8 Use an official paper version of the [NL1 application form to register a notice](#).
- 5.9 Send the Public Trustee all the following:
- a copy of the written notice
 - the completed NL1 application form to register the notice
 - the payment for the application to be register
- 5.10 After the 4 weeks' notice period has elapsed a lock change and inventory should be completed, any items of value should be stored for a period of 30 days in case a family member comes forward.

6. Implementation

- 6.1. This policy will be implemented through supporting procedures, training and communications to staff. This policy will be available on our website, and accessible for staff on our internal SharePoint page. A hard copy is available on request.
- 6.2. All staff will be responsible for implementing the policy in line with their roles.

7. Responsibilities

- 7.1. The Area Housing Managers are responsible for ensuring application of the policy and monitoring its effectiveness.

8. Associated documents

Equal Opportunity Policy
Succession Policy
Allocation Policy
Complaints Policy
Data Protection Policy
Maintenance and Repairs Policy

9. Legislation and regulation

Legislation and regulation include but are not limited to the:

Equality Act 2010

Data Protection Act 2018 including the General Data Protection Regulation

Human Rights Act 1998

Social Housing Regulation Act 2023

10. Data protection

- 10.1 Midlands Rural Housing will treat personal data in line with our obligations under the current data protection regulations and our own Data Protection Policy. Information regarding how resident data will be used and the basis for processing customer data is provided in the Association's Privacy Notice.

11. Review

- 11.1. We will review this Policy every 3 years and/or to address changes in legislative, regulatory, best practice or operational issues.

12. Complaints

- 12.1. If you're dissatisfied with the service, you have received you can raise a complaint by accessing the relevant association's link below:

[Warwickshire Rural Housing Association](#)

[Peak District Rural Housing Association](#)

[Leicestershire Rural Housing Association](#)

[Northamptonshire Rural Housing Association](#)

Appendix 1

The Public Trustee
Public Trust Office
PO Box 3010
London

Date:

Dear Sirs

NOTICE TO QUIT – THE PERSONAL REPRESENTATIVES OF [TENANTS NAME], [ADDRESS POSTCODE]

We have been informed [tenants name] died on [date of death estimate]. We know by our records that there is no next of kin so are unable to terminate the tenancy.

I enclose a Notice to Quit, completed NL(1) form and payment for the fees.

It is the Association intention to dispose of any furniture and effects on expiry of the Notice on [date of notice expiry]. Should you wish to remove any of the remaining belongings please advise me within ten days of receipt of this letter and arrange for the keys to be collected.

I can be contacted at this office on the number above.

Yours faithfully

Housing Officer

Appendix 2

The Public Trustee
Public Trust Office
PO Box 3010
London
WC2A 1AX

Date:

Dear Sirs

**NOTICE TO QUIT – THE PERSONAL REPRESENTATIVES OF [tenants name]
OF [address]**

..... HA, the landlord of the above address, have been informed that [tenants name] (DOB [dob]) died on or around [estimated date] following a short stay in hospital. We have been informed by [informer]r that there is a next of kin but the details are unknown and they have not made contact with the association to terminate the tenancy. In addition to ending the tenancy it's urgent that the association gain access to the property to service the gas appliances and the gas service is now overdue.

I enclose a Notice to Quit, completed NL(1) form and payment for the fee.

It is the Association intention to terminate the tenancy, dispose of any furniture and effects on expiry of the Notice on [date notice expires]. Should you wish to remove any of the remaining belongings please advise me within ten days of receipt of this letter.

I can be contacted at this office on the number above.

Yours faithfully

Housing Officer