



Lettings Policy

1. Aim of policy

This policy outlines how we will let our social, affordable, supported, intermediate market rent, market rent homes and garages in accordance with our regulatory and statutory responsibilities.

2. Scope of policy

We want to offer housing solutions to customers through a range of housing products. We'll do this by:

- Letting our homes in a fair and transparent way
- Making the best use of available stock
- Minimising rent loss and maximising income
- Letting our homes in accordance with our Lettable Standard
- Identifying and helping customers who are vulnerable or require additional support
- Working closely with our local authority partners, supporting them to meet their strategic housing objectives
- Working proactively to promote customer mobility within our own stock

All staff within the lettings, income, neighbourhoods and customer services teams need to be aware of this policy

3. Policy statement

We're committed to providing good quality, affordable homes to people in communities where they want to live.

- We'll provide homes to applicants nominated by our local authority partners, or direct applications to us, working within agreed frameworks.
- We'll let homes directly to applicants using our own lettings criteria, as detailed in our letting's procedure
- We'll ensure that we offer appropriate housing that meets the applicants' needs and offer support to help customers sustain their tenancies.
- We'll check that the applicant can afford to pay the rent and service charge before offering a tenancy.
- We'll encourage customers to move home through mutual exchange. We'll offer support to customers who need to downsize or move to specialist housing
- Only offering homes to applicants who comply with immigration and housing law



Sometimes we may use our discretion and act outside of this policy. We will only do this in exceptional circumstances and will be approved by a senior manager.

4. Letting a property

4.1 Advertising

We advertise most of our empty homes through our local authority partners' choice-based lettings websites where they operate one or apply for a nomination from their waiting list. We may advertise our empty homes in other places, particularly if they are hard to let. Market and intermediate market rent homes and our garages will be advertised on our website, other lettings websites or in local publications.

4.2 Nominations

We'll accept nominations from our local authorities in line with current agreements. We may allocate homes direct to applicants in accordance with our agreements and protocols with local authority partners. We'll let our homes in accordance with any Town & Country Planning requirements and Local Lettings arrangements.

4.3 Refusals

We may refuse a nomination for reasons set out in Appendix 1. In making our decision we will:

- Consider each case on its own merit and consider all relevant information provided by key partner agencies and support workers.
- Assess the applicant to see if they can sustain their tenancy.
- Provide advice and guidance to customers who we don't accept. If they are an existing customer, we will work closely with them to help them to improve their situation, so they can move in the future.
- Allow a move to proceed in exceptional circumstances, even if the person falls into one of these categories. This will be at the discretion of the Lettings manager.
- Allow customers the right to appeal against our decision in accordance with our complaints policy

4.4 Tenure

We'll offer tenancies in accordance with our Tenancy Policy.

4.5 Rent

We'll ask all customers being offered a property for an advance payment which must be paid prior to signing for the tenancy.

4.6 Property size

We aim to maximise the occupation of our homes using the criteria set out in Appendix 2. We'll also let all applicants know if they will be impacted by Welfare Reform – particularly about affordability, under occupancy charges, Local Housing Allowance (LHA) caps and benefit cap or any other



legislative requirements. We may refuse to offer homes due to welfare reform restrictions. See appendix 1.

4.7 Rent setting

Rents will be set in accordance with the tenancy agreement and with reference to our Rent Policy

4.8 Employees and Board Members

We'll ensure any properties let to employees, Board members or those to whom they are closely connected will only take place in accordance with the Code of Conduct contained within Standing Orders and in accordance with schedule one of the Housing Act 1996 to ensure those persons receive no more favourable consideration than other applicants.

4.9 Transfers for existing customers

Our existing customers can apply to move to a different home. In most cases this will be through the local authority waiting lists and in accordance with their Allocation Policy.

4.10 Management transfers

If a customer needs an urgent move to permanent accommodation, we will consider a request in accordance with our Management Moves Procedure

4.11 Properties in need of major repair or disposal

Where we have identified that major works are required, or a property is being considered for disposal or demolition, customers will be advised and provided with reasonable, alternative temporary or permanent accommodation.

4.12 Older persons housing

Some of our properties are designated for particular groups such as customers who are over 55 years old or have links to the area.

For those requiring extra care accommodation, we'll assess the applicant for their support needs with the assistance of the local and county councils. We'll make this clear in the advertising and assessment process.

4.13 Underage applicants

We may offer to anyone under the age of eighteen years old an equitable tenancy agreement which will convert to a fixed term tenancy at the age of 18 if no breaches have occurred.

4.14 Advice and support

We'll provide all applicants who are being considered for a home with appropriate advice and support. This will include support with accessing choice-based lettings schemes, bidding and mutual exchange services, debt and money advice services, floating support or specialist support.



4.15 Pre-tenancy checks

Before we offer an applicant a tenancy, we'll meet with them and make sure that they meet our lettings criteria as detailed in our letting's procedure. We'll also undertake a full personal and financial assessment including Identification and credit checks where applicable. This will help us make sure that the property is affordable and identify any support needs.

4.16 Making an offer

Once we're satisfied that the applicant is suitable and can afford the property, we'll offer them a tenancy.

When we make an offer, we'll send them a copy of the tenancy agreement, so customers can make sure they understand it. We'll also show customers around the property or a similar property.

4.17 Sign up

We'll explain the rights, responsibilities and obligations on the part of the landlord and tenant before we ask customers to sign the tenancy agreement. We'll ask for rent in advance before we will give customers the keys to their home. This is regardless of financial circumstances.

We'll also take a photo of the tenant to help us manage the tenancy and reduce the risk of tenancy fraud.

5. Mutual Exchange and Property Swaps

Where the tenancy agreement allows, we'll encourage and support customers who wish to swap their tenancy by providing all our existing customers with free access to the national mutual exchange service, HomeSwapper.

We'll explain how mutual exchanges and property swaps work to make sure customers understand the consequences. We'll make sure that applicants are kept informed of the progress of their application and will determine applications within 42 days.

Mutual exchanges and swaps can only take place when approval has been given by us and any other Landlords. Mutual exchanges and swaps can be refused as per the refusal's grounds shown in Appendix 3.

6. Garages

We have a portfolio of garages we let to existing customers and the wider community.

Charges to our existing customers will not incur VAT for the first garage with any subsequent garage incurring a VAT charge. Private renters will be charged VAT on all garages they rent.

Garages will be allocated on a first come first served basis. Garages will not be allocated to existing customers where they owe outstanding monies to us.



7. Complaints and appeals

Customers have the right to appeal if they are unhappy with

- The type of tenancy or length of a fixed term tenancy being offered
- Our decision to refuse their nomination

This will be managed through our appeals process. Our decision at appeal is final and customers may not raise a complaint regarding the decision made at appeal

Customers have the right to complain about other aspects of the lettings process, if it is within the scope of the complaints policy.

8. Statutory Requirements

- Housing Acts 1980, 1985, 1988, 1996 & 2004
- Homelessness Act 2002
- Housing (Homeless Persons) Act 1977
- Housing Planning Act 1986
- S106 of the Town & Country Planning Act 1990
- Localism Act 2011
- Data Protection Act 1998
- Immigration Act 2014

9. Related Policies and Procedures

- Tenancy Policy
- Rent Policy
- Income Recovery Policy
- Complaints Policy
- Compensation Policy
- Anti Social Behaviour Policy
- Standing Orders
- Code of Conduct Policy
- Housing Management Policy
- Data Protection Policy
- Management Moves Procedure

10. Monitor and review process

We'll monitor the performance of our lettings service by:

- Periodic reports via the organisation's performance scorecard and dashboards
- Returns to local authority partners
- Core reports



- Regular cross departmental team meetings
- Checking each offer before a letting is made to make sure it complies with this policy.
- Undertaking relevant checks to verify identities of all applicants to prevent tenancy fraud

This policy will be approved by The Executive Team and will be reviewed every year.

11. References/appendices

Appendix 1 – Grounds for refusal

Appendix 2 – Bedroom entitlement for social and affordable rent

Appendix 3 – Mutual exchange grounds for refusal

Author	Owner	Date approved	Review date
A Nagle	A Nagle	Feb 2017	Feb 2020
A Nagle	A Nagle	Reviewed and approved Jan 2018	Feb 2020
D Stenner	A Nagle	September 2019	September 2020



Appendix 1 – Grounds for Refusal (not Mutual exchange/Property Swap)

We may refuse an applicant for housing if:

General grounds	<ul style="list-style-type: none">• The property is unsuitable if the applicant would be overcrowding or under occupying without agreement or may be impacted by benefit restrictions.• The property is subject to a local letting's plan and the applicant does not meet the agreed criteria for letting.• The property is subject to a Town and Country Planning Act Section 106 Agreement and the applicant does not meet the required criteria.• We've been unable to contact the applicant by the end of the next working day after being nominated.• Where required we have no documentary evidence that the applicant has the right to reside in the UK and/or has no access/recourse to public funds. The customer must provide this within 2 working days of request.• The applicant has an interest in an alternative property and they are legally and reasonably able to reside in it.• There has been a change in circumstances which results in the applicant's points or banding being amended and they are no longer the successful bidder.• The applicant is unable to supply appropriate identification along with other information requested by us as part of the assessment process within 2 working days of request• The applicant does not respond to requests for contact by the end of the next working day.• The applicant is under 18 years of age and has failed to provide an appropriate trustee.
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	<ul style="list-style-type: none"> • The property is designated for older people and/or there are covenants in place in relation to age and the applicant and/or members of the household do not qualify to occupy the property. • The property is subject to a sensitive letting due to historic issues in that area and the applicant is not considered suitable. • The applicant has failed a probationary or starter tenancy with us or another registered landlord. This will be considered on a case by case basis.
Financial status	<ul style="list-style-type: none"> • The nominated applicant is an existing resident or leaseholder who owes money to us, either for rent, service charges, garage rent, care and support charges, rechargeable works orders or any other debt. • The nominated applicant has a housing related debt i.e. rent arrears, recharges etc. either with us or another housing provider, including private landlords. • The nominated applicant has an interest in an alternative property, either by way of a financial interest, being named on a mortgage agreement or named as a tenant of another property and, can reasonably be expected to raise funds to secure alternative accommodation in the private sector. • The applicant has enough assets to be able to meet their housing needs by renting privately or securing a mortgage. • The applicant is not able to produce evidence of access to enough funds which will enable them to pay for the rent on the property and associated living expenses within 2 working days of request.
Support needs	<ul style="list-style-type: none"> • A suitable confirmed support package is not in place which would provide the help needed to maintain the tenancy. • The applicant has failed or is refusing to engage with relevant support services in relation to an existing or proposed



	<p>support package, to assist in the monitoring and management of their tenancy and/or health.</p> <ul style="list-style-type: none">• The applicant's needs (either physical or mental health) exceed what our service can provide after considering all relevant information from key support providers.• The applicant has applied for a property that does not meet their immediate need, e.g. an adapted property where the applicant does not need the adaptations provided or needs adaptations which cannot be made in the property.• An applicant for extra care has complex behaviours or needs which may impact on the welfare, safety or wellbeing of other residents or staff. This may include applicants with:<ul style="list-style-type: none">severe mental health issuesa history of drug and/ or alcohol abusecomplex behavioural needsa history of violenceconvictions for serious offencesa requirement for nursing care
Behaviour	<ul style="list-style-type: none">• An existing tenant hasn't maintained their current property and it doesn't meet our lettable standard.• The applicant and other household members haven't given accurate information about their circumstances to us or the local authority. This could be verbally, in writing or on their housing application form and so have obtained tenancy by fraud or deception.• There's a history of or current evidence of anti-social behaviour, hate crime or criminal activities. Each case will be carefully considered considering all relevant circumstances.• The applicant is one of our former tenants and caused significant damage to our property resulting in recharges being raised against them which have not been repaid.• The applicant has been threatening, abusive, or has been persistently vexatious towards one of our employees.



	<ul style="list-style-type: none">• There's evidence that the applicant has previously used rented accommodation for illegal or immoral purposes.• The applicant or other household members have committed serious anti-social behaviour or criminal activity. We usually look at behaviour in the last 2 years, or in the 2 years since being released from prison. If the behaviour was very serious, we may refuse applicants even if it occurred more than 2 years ago. A previous conviction doesn't mean that we will automatically refuse an applicant housing.• The behaviour of the applicant, other household members and visitors to the applicant's current or previous home was unacceptable, and we would have considered tenancy enforcement action if they had been our tenants.• The applicant or other household members of their household may pose a risk to their family, neighbours or the wider community.• The applicant or household member is a Scheduled Offender as defined by Multi-Agency Public Protection Arrangements (MAPPA). This will be considered on a case by case basis in consultation from MAPPA and other agencies.
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Appendix 2 – Bedroom entitlement for social and affordable rent

The Department of Works and Pensions criteria allows one bedroom (regardless of size) for each of the following:

- Adult couple
- Any other adult (aged 16 or over and including carers)
- Two children of the same sex under the age of 16
- Two children under 10 regardless of sex
- Any other child (other than a child whose main home is elsewhere)
- A disabled child who may be allowed their own bedroom in accordance with the local authority housing benefit criteria.

(Foster and adopted children will be considered as part of the family where confirmation is received)

This table shows the size of property a household will be considered for:

Household circumstances	Studio	1 bed	2 bed	3 bed	4 bed	5 or more bed
Single applicant	✓	✓	✓*			
Couple		✓	✓*			
Two people not in a relationship			✓			
Parent / couple with 1 child or pregnant*			✓			
Parent / couple with 1 child under 10 and pregnant			✓			
Parent / couple with 2 children (eldest under 10 years)			✓			
Parent/couple with 2 children same sex (under the age of 16)			✓	*✓		
Parent / couple with 2 children of different sex (eldest 10 years or over)				✓		
Parent / couple with 2 children and pregnant with 3 rd child*				✓	*✓**	
Parent / couple with 3 children**				✓	**✓	



Parent / couple with 4 or more children**				✓**	✓**	✓*
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* May be accepted for additional bedroom but must be advised of the under-occupancy charge and how they will be affected if they are claiming benefit now or in the future if their circumstances change. If claiming benefit, they will be responsible for 14% of the rent.

** Dependant on age of children – Apply LHA criteria

Separated parents who share the care of their children and who may have been allocated an extra bedroom to reflect this, may be affected by the under-occupancy charge. Benefit rules mean that there must be a designated ‘main carer’ for children (who receives the extra benefit).

Under Occupying

There will be instances where we approve a letting outside of the LHA criteria. This will be at the discretion of the Lettings Manager.

Examples of when we may allow this are:

- a parent/couple with 2 children (same sex) and pregnant with 3rd child – LHA size criteria would consider household eligible for a 2-bedroom property, we may allow them to move in to a 3-bedroom property;
- a parent/couple with two children of the same sex (age 10 and 15) – LHA size criteria would consider household eligible for a 2-bedroom property, we may choose to allow them to move to a 3-bedroom property due to the eldest child soon turning 16 and qualifying for a separate bedroom;
- a property is hard to let.
- When it is to the benefit of the business to move an under-occupying household to smaller accommodation to reduce their level of under-occupancy
- For mutual exchanges, we will allow 1 spare bedroom where there are no financial implications.

In situations like this we must consider our customers’ circumstances and how they’ll afford their rent if they were to under occupy their home and be eligible for benefits.

We’ll ensure any applicant is advised of the under-occupancy charge and how they will be affected prior to offering a home.



Appendix 3

Mutual Exchange/property swap – Grounds for refusal

- Fixed term, assured and protected assured tenants have the right to exchange or swap their tenancy with any other tenant of either a housing association or local authority. This right is not applicable to tenants holding an assured shorthold tenancy including those in a probationary period on a fixed term tenancy.
- When exchanging their home, a tenant exchanges all their rights and responsibilities by assigning their tenancy. An exception to this may arise where a tenant holds a protected assured tenancy with a preserved right to buy.
- If a tenant has a preserved right to buy and exchanges with another VIVID tenant, they may still have the preserved right to buy at their new home. If they exchange with an assured tenant of another housing association, then they will lose the preserved right to buy. If they exchange with a secure council tenant, then they may have the right to buy at their new home. The exchange partner will not have the right to buy unless they are an existing VIVID tenant that already has the preserved right to buy. If they exchange with a Sovereign tenant who also has the preserved right to, but they will both retain that preserved right. This was a condition in the stock transfer agreement.
- For secure and assured tenants wishing to exchange with a fixed term tenant we will require tenants to surrender their tenancy and we will re-issue a new tenancy which will enable them to retain their security of tenure.
- Exchanges/swaps must be by agreement of the landlords involved and by way of assignment and in accordance with Section 92 of the Housing Act 1985. Grounds for refusing consent of which there are 10 grounds, are set out in Schedule 3 of the Housing Act 1985:
 - Ground 1 – Where a Possession Order is in place (outright or suspended);
 - Ground 2 – Where a valid Notice of Seeking Possession is in force specifying any one of grounds 1 – 6 of Schedule 2 of the Housing Act 1985;
 - Ground 2A (introduced by the Housing Act 2004 section 191) – Where some types of successful court action (injunction, ASBO, Demotion Order, Ground 2 or 14 Possession Order) has or have been taken or court action is pending against either the tenant or member of their household or the person who wishes to exchange with the tenant or a member of their household for Anti-Social behaviour.
 - Ground 3 – Where the accommodation is substantially (must be more than one bedroom in excess) more extensive than is reasonably required by the assignee;
 - Ground 4 – Where the extent of the accommodation is not reasonably suitable to the needs of the assignee i.e. too small;
 - Ground 5 – Accommodation on land held primarily for non-housing purposes i.e. originally let for employment purposes;



- Ground 6 – Where the assignees occupation conflicts with the landlord’s charitable status;
- Ground 7 – where the dwelling has design features for the physically disabled and the assignee and or household members have no requirement for such features;
- Ground 8 – Accommodation for special needs groups and no one on the assignment fits this category;
- Ground 9 – Special needs accommodation and no one on the assignment fits this category;
- Ground 10 – Accommodation managed as part of a Management Agreement and no on the assignment fits this category.

In addition to the above grounds if there are breaches of tenancy these must be remedied before the exchange is approved. i.e. outstanding arrears. If the tenancy has been breached and a legal notice of possession has been served or there is a current court order in place the exchange will be refused.

Note – In addition Section 194 of the Housing Act 2004 permits disclosure of relevant information to enable the Landlord to consider Ground 2A