



# Lettings Policy

## 1. Aim and scope 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
- Providing alternative housing solutions such as market rental and rent to own products.
- Managing properties on behalf of other organisations.

## 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 support and promote customers to move home through a mutual exchange in accordance with our mutual exchange policy.
- We'll offer support to customers who need to downsize or move to alternative accommodation in exceptional circumstances in accordance with our management move procedure.

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- 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. Ending a tenancy

All customers wishing to end their tenancy must do so in line with their Tenancy agreement. This will normally be four weeks' notice provided in writing. The tenancy will come to an end on the expiry of the notice. If a customer continues to use the property or does not return their keys, then further charges will be made for the use or occupation of the property until the keys have been returned, or a chargeable lock change has been carried out. An extension of notice can be mutually agreed between us and the customer. We may not agree an extension of notice for example where a customer is in rent arrears or we are actively seeking possession of the property. If this happens, we will discuss our reasons with you.

If a customer is moving internally then we may allow a reduced notice period in line with their new tenancy starting. Any other request to reduce a notice period will be considered on a case-by-case basis but will only be approved in extreme circumstances, this is at the discretion of the Lettings Manager. On receipt of notice from a customer we will provide clear information on how to return the property, the keys and any rent payments due.

#### 5. Letting a property

##### 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 will comply with the local authorities' criteria, allocations policy, local lettings plan/covenants and any section 106 agreements. We may advertise our empty homes in other places, particularly if they are hard to let. Market rent, intermediate rent, Rent to Homeownership schemes and our garages will be advertised on our website, other lettings websites or in local publications.

Occasionally we may advertise a home as a "sensitive let" which may restrict who can be nominated for a property, this could include Local Lettings plans. We will only do this after careful consideration and in agreement with the Local Authority.

Where a property includes adaptations, we will work in partnership with the local authority to ensure it is matched with a suitable customer. Wherever possible, adaptations will be retained in place. Offers will be made in agreement with both our Lettings Policy and the local authority's allocations policy.

##### 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.

##### Refusals and withdrawal

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We may refuse a nomination or applicant 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 nomination or applicant would have been refused in accordance with Appendix 1. This will be at the discretion of a Head of Operations or Director of Customer Service.
- Allow customers the right to appeal against our decision in accordance with our appeals procedure.

On occasion a property which has been advertised may become unavailable for letting. This may be due to a customer retracting their notice, the property requiring works which cannot be completed within a reasonable amount of time, the use of the property being reconsidered or in the event of an emergency We will aim to let the customer know if their application has been refused as soon as possible but this may only happen when information is obtained.

### **Armed Forces**

All the local authorities we work with have specific provision in their allocation policies (as per statute) regarding Armed Forces personnel. We will take into consideration any exceptional circumstances when we are assessing suitability for the nominee or their families where they have an Armed Forces connection. For applicants who apply for our market rented homes with Armed Forces connections we will apply discretion if they need longer to move or more support pre- or post- tenancy.

### **Tenure**

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

### **Rent**

We'll ask all customers being offered a property for an advance payment, normally 4 weeks rent and service charge, which must be paid prior to signing up for the tenancy. This can be reduced to 2 weeks at the discretion of a Lettings Co-ordinator. This could be reduced to less than 2 weeks at the discretion of the Lettings/Income Recovery Manager on a case by case basis considering the applicant's income and ability to make this payment. For our Market Rental properties, we will ask for a month's rent plus the remaining days in the month in which their tenancy starts.

Any reduction in advanced payment for our Market Rental properties will be at the discretion of the Lettings Manager or Income Recovery Manager. We will also ask for a deposit of one month's rent which will be held securely by the Deposit Protection Scheme. We may accept this in the form of a deposit bond from a Local Authority

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### **Property size**

We aim to maximise the occupation of our homes using the criteria set out in Appendix 2. We'll assess the applicant/nomination's affordability taking into consideration the restrictions within the welfare benefit system, for example bedroom cap and local housing allowance and may refuse in accordance with Appendix 1. Where a property is difficult to let, and the council are unable to nominate we may under-occupy a property by one bedroom however affordability criteria will still apply. On occasion we will allow over occupancy of our properties, this is at the discretion of the Lettings Manager. This could be considered in offers of temporary accommodation to relieve homelessness or where a family's needs cannot be met within our stock but could improve their current situation. I.e a family require a 5-bedroom property and are currently occupying a 3-bedroom property, we would consider them occupying a 4-bedroom property.

### **Rent setting**

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

### **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.

### **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.

### **Management transfers**

If a customer needs an urgent move to alternative permanent accommodation, we will consider a request in accordance with our Management Moves Procedure. This will be in conjunction with the Nomination Agreement for that council. We are committed to supporting victims and survivors of domestic abuse and understand the impact this can have on their housing. We'll work with Local Authority partners to facilitate moves through management transfers and reciprocal moves. We will provide support to victims and survivors prior to lettings to offer support and additional security.

### **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, this could follow an incident or occurrence which means that their home is not safe, customers will be advised and provided with reasonable, alternative temporary or permanent accommodation.

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## **Viewings**

We'll arrange for a viewing of the property either digitally or face to face. We may allow several applicants to view a property with an offer being made to the nomination who has the highest priority on the short list or the applicant who has completed all required checks – the latter would be for our market and intermediate market rented homes.

## **Making an offer**

Once we're satisfied that the nomination/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 to allow them to read and understand what they will be agreeing to. Any offer of accommodation is provisional until we have completed all pre-tenancy checks.

## **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 ensure they have received all relevant safety documents including gas safety certificate, electrical safety certificate and EPC. We'll ask for rent in advance before we will give customers the keys to their home. We'll offer access to the Customer on-line Account and provide guidance on how to find further information via our website and communication channels.

## **CORE**

CORE is a national system used by social housing providers to collect information about new lettings and sales of social housing. It helps the government and other organisations understand who is being housed, the types of homes being let, and how social housing is being used across the country. This helps improve services and ensure that social housing meets the needs of communities.

We'll provide customers with a CORE privacy notice prior to requesting personal information for the purpose of CORE. We are committed to supplying lettings information to CORE to support other organisations to make decisions on funding, regulation and other policy decisions relating to social housing activity and contribute to the wider housing policy debate on a national level.

## **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 our decision to refuse their nomination/application. 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
- Mutual Exchange policy
- Rent Strategy
- Income Recovery Policy
- Complaints Policy
- Compensation Policy
- Appeals procedure
- Anti Social Behaviour Policy
- Standing Orders
- Code of Conduct Policy
- Housing Management Policy
- Data Protection Policy
- Management Moves Procedure
- Decant Policy

## 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
- A performance quality dashboard is used for monitoring accuracy of our lets.
- Using Transactional Survey Feedback is used monitor customer satisfaction and drive improvements
- Undertaking relevant checks to verify identities of all applicants to prevent tenancy fraud.

This policy will be approved by the Directors Group and will be reviewed at least every 3 years.

## 11. References/appendices

Appendix 1 – Grounds for refusal

Appendix 2 – Bedroom entitlement for social and affordable rent

**Consultation requirements**

**Last Consultation Date**

**Date for next consultation**

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Customers		
<b>Equality Impact Assessment required?</b>	<b>Last EIA date completed</b>	
Yes		

Author	Owner	Approval level e.g. Board	Date approved	Review date
H Millington	A Nagle	Executive	March 2024	October 2025
H Millington	R Collins	Executive	October 2025	September 2028

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## Appendix 1 – Grounds for Refusal

We may refuse an applicant for housing if:

<p>General Grounds</p>	<ul style="list-style-type: none"> <li>• The property is unsuitable if the applicant would be overcrowding or under occupying without agreement or may be impacted by benefit restrictions.</li> <li>• The property is subject to a local letting’s plan and the applicant does not meet the agreed criteria for letting.</li> <li>• The property is subject to a Town and Country Planning Act Section 106 Agreement and the applicant does not meet the required criteria.</li> <li>• We’ve been unable to contact the applicant or nominations within 48 hours taking into consideration known issues.</li> <li>• 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.</li> <li>• The applicant has an interest in an alternative property, and they are legally and reasonably able to reside in it.</li> <li>• 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.</li> <li>• 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 taking into consideration any known vulnerabilities.</li> <li>• The applicant is under 18 years of age and has failed to provide an appropriate trustee.</li> <li>• 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.</li> <li>• The property is subject to a sensitive letting due to historic issues in that area and the applicant is not considered suitable and should have been advertised as such</li> <li>• The property is subject to a Local Lettings Plan and should have been advertised as such.</li> <li>• 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.</li> </ul>
<p>Financial status</p>	<p>The nominated applicant is an existing customer who owes money to us, either for rent, service charges, garage rent, care and support charges, rechargeable works orders or any other debt.</p> <ul style="list-style-type: none"> <li>• The nominated applicant has a housing related debt i.e., rent arrears, recharges etc. either with us or another housing provider, including private landlords.</li> </ul>

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	<ul style="list-style-type: none"> <li>• 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.</li> <li>• The applicant has enough assets to be able to meet their housing needs by renting privately or securing a mortgage.</li> <li>• 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 taking into consideration any vulnerabilities.</li> </ul>
Support needs	<ul style="list-style-type: none"> <li>• A suitable confirmed support package is not in place which would provide the help needed to maintain the tenancy.</li> <li>• The applicant has failed or is refusing to engage with relevant support services in relation to an existing or proposed support package, to assist in the monitoring and management of their tenancy and/or health. Lettings Policy/March 2022</li> <li>• The applicant's needs (either physical or mental health) exceed what our service can provide after considering all relevant information from key support providers.</li> <li>• 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.</li> <li>• 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"> <li>○ severe mental health issues</li> <li>○ a history of drug and/ or alcohol abuse</li> <li>○ complex behavioural needs</li> <li>○ a history of violence</li> <li>○ convictions for serious offences</li> <li>○ a requirement for nursing care</li> </ul> </li> </ul>
Behaviour	<ul style="list-style-type: none"> <li>• An existing tenant hasn't maintained their current property and it doesn't meet our lettable standard.</li> <li>• 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.</li> <li>• There's a history of or current evidence of anti-social behaviour, hate crime or criminal activities. Each case will</li> </ul>

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	<p>be carefully considered considering all relevant circumstances.</p> <ul style="list-style-type: none"><li>• 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.</li><li>• The applicant has been threatening, abusive, or has been persistently vexatious towards one of our employees.</li><li>• There's evidence that the applicant has previously used rented accommodation for illegal or immoral purposes.</li><li>• 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.</li><li>• 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.</li><li>• The applicant or other household members of their household may pose a risk to their family, neighbours, or the wider community.</li><li>• 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.</li></ul>
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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	ü	ü	ü*			
Couple		ü	ü*			
Two people not in a relationship			ü			
Parent / couple with 1 child or pregnant*			ü			
Parent / couple with 1 child under 10 and pregnant			ü			
Parent / couple with 2 children (eldest under 10 years)			ü			
Parent/couple with 2 children same sex (under the age of 16)			ü	*ü		
Parent / couple with 2 children of different sex (eldest 10 years or over)				ü		
Parent / couple with 2 children and pregnant with 3rd child*				ü	*ü**	
Parent / couple with 3 children**				ü	**ü	
Parent / couple with 4 or more children**				ü**	ü**	ü*

\* 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

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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.