**Lettings Policy & Procedure**

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**Summary**

This policy and procedure sets out our approach to letting properties for rent to new customers (applicants) and offering transfers to existing residents.

The policy applies to retirement housing and extra care housing including courts where Housing and Care 21 have nomination agreements in place with Local Authority partners.

Housing & Care 21 aims to let homes in a fair, transparent and efficient way to older people of modest means. Applications will be accepted from those aged 55 years and over.

Priority for retirement housing will normally be given to those aged 65 and over. For extra care, the Local Authority Partnership agreement will specify criteria for nominations.

We will make best use of available housing contributing to the local authorities’ strategic housing function and creating sustainable communities.

Our aim is to ensure Housing and Care 21 offers good quality accommodation which is affordable to the residents who live there and meets the needs of older people.

**Lettings Policy**

Key Principles:

Housing and Care 21 is committed to:

1. providing good quality homes at an affordable rent to people of modest means;
2. letting homes quickly and appropriately, minimising the number of empty properties and maximising rental income;
3. ensuring effective and best use of our stock acknowledging the different offers provided by retirement housing (housing with support) and extra care housing (housing with care and support);
4. giving priority to older applicants in retirement housing courts using a “banding” system (priority to applicants in Band 1 which is 65 years and over) subject to nomination agreements with our local authority partners;
5. working with our local authority partners offering properties in line with nomination agreements at extra care courts which take into account care needs as well as housing requirements and contribute towards maintaining a balanced community in extra care;
6. giving applicants as much choice as possible, with the aim of housing people where they want to live to maximise their satisfaction;
7. building and maintaining partnerships and strategic links with local authorities to meet housing needs and improve customer care; and
8. to contributing to creating and maintaining sustainable communities.

**Lettings Procedure**

1. **Eligibility Criteria**

Different eligibility criteria is used depending on whether the applicant is applying to live in Extra Care or Retirement Housing.

1. **Who is eligible to apply for housing ?**

Applicants must:

1. be at least 55 years old;
2. in retirement housing courts priority will be given to those aged 65 years and over. If a couple are applying then at least one applicant must meet the minimum age requirement;
3. in extra care courts priority will be linked to care need in addition to housing requirements and allocations will take into account the “balanced community” profile agreed with the local authority in the nominations agreement;
4. be actively looking for rehousing and in a position to move if accommodation is offered;
5. intend to use the property as their only or principle home;
6. have sufficient income or recourse to public funds to pay the rent and sustain the tenancy and
7. meet the “right to rent” requirements set out in the Immigration Act 2014.\*

Applications may be accepted from an EU national providing they meet the Right to Rent requirements.

\* Appendix 1 lists qualifying EU States.

1. **Retirement Housing Applicants/Transfers**
2. Can apply to join waiting lists for a maximum of four courts and must specify a minimum of one court in order to be eligible to be assessed to join the waiting list.
3. Age banding criteria gives priority to older applicants. Applicants are banded automatically by PEBBLEs according to their age and then ordered in each band by date of application.
4. The age bands are as follows:
   1. Band One – 65 years old and over;
   2. Band Two – 60-64 years old; and
   3. Band Three – 55-59 years old.

1. PEBBLEs will automatically move applicants into the correct banding when a birthday means they would qualify for a higher priority banding
2. **Extra Care Applicants/Nominations**
3. In the majority of cases Local Authorities have 100% nomination rights to properties. However there are local variations and Housing Managers should ensure they understand and adhere to the nominations agreement in place.
4. Properties in Extra Care courts are allocated through “nominations” agreed by joint allocation panels made up of representatives from Housing & Care 21 and our Local Authority partner.
5. Where the local authority fails to take up a nomination or does not have 100% nomination rights H&C21 will let the property directly from its own waiting list taking into account the need to maintain the balanced community profile.
6. **Managing waiting lists**
7. The Court Manager/Housing Manager is responsible for managing the waiting list for their court ensuring applicants are registered in a timely manner.
8. Waiting lists will be reviewed annually and contact must be made with applicants who are required to confirm they wish to remain on the list.
9. Applicants have a duty to advise Housing & Care 21 of any change of circumstances and these must be recorded by the CM/HM.
10. Failure to respond to the review will result in the applicant being removed from the waiting list.
11. Applications may be reinstated up to 28 days after the removal date. After 28 days if the applicant wishes to reapply their application will start from the date their new form is received and will not normally be backdated. Applicants have a right of appeal (see section 12).
12. If an applicant wishes to move to a different waiting list they will join this in date order from their original application date.
13. Applicants will be made up to three reasonable offers\*. If the third offer is refused the applicant will be removed from all waiting lists. The applicant has the right of appeal against the decision to remove them ( \* a “reasonable” offer is one that meets the needs of the applicant regarding floor level/access and number of bedrooms)
14. The waiting lists will be closed to new applicants where the size of the list means it is unlikely that new applicants will be housed in the foreseeable future. The RHM/ECM will authorise any request for a list to be closed on their patch. The Retirement Housing Project Manager will report annually on number of lists closed and recommend changes where appropriate
15. Where the court is classified as hard to let by the RHM/ECM the Court Manager/Housing Manager has the discretion to offer incentives (rent free weeks, carpets). See void policy for more information.
16. **Managing the Applications Process**
17. The application process is managed by the CM/HM unless an application is received at Head Office which does not specify a minimum of one court at which point the Support Team will make initial enquiries and put the application on hold.
18. Applicants should wherever possible be encouraged to visit the courts they are interested in to ensure the property meets their needs before they apply. When processing an application Housing & Care 21 may ask for additional information or references where required.
19. Direct Applicants

To join the waiting list applicants need to complete either a paper or electronic application form. Digital signatures will be accepted on application forms, tenancy agreements and notice to leave forms.

Applications will be added to the waiting list in date order from the date the application is received by Housing & Care 21.

1. Nominations

Applicants nominated by Local Authorities must also complete a Housing & Care 21 application form (in conjunction with the LA assessment). The nomination will not be processed without this form. Housing & Care 21 reserve the right to refuse a nomination if the applicant does not meet the normal eligibility rules.

1. Transfers

The resident must complete a transfer application form and before an offer is made the Court Manager/ Housing Manager must ensure the current tenancy has been maintained appropriately.

1. Change in Circumstances

If an applicant moves address or there is a change to their household member the application will be updated and they will remain on the waiting list from their original application date.

1. Exclusions

Housing & Care 21 have a duty to balance the needs of the applicant with the needs of their existing residents many of whom may be frail or vulnerable. As a result on

occasion an application may be refused where the applicant is assessed as

unsuitable and/or we are unable to meet their needs. Appendix 3 List of Grounds for

Refusal

1. Housing of Board Members, ex Board Members, Employees and ex-employees;

* Anyone from these groups making an application for housing will receive the same consideration as any other applicant.
* We will not consider applications for housing at any sites where the applicant has previously been employed.

1. Housing of relatives of employees and Board Members

* Relatives of employees who make an application for housing will receive the same consideration as any other applicant. Housing of relatives of employees and Board Members.
* We will not consider them for a site in which a relative is employed.

All such offers must be authorised by the relevant Director (or in the event of a conflict of interest the Chief Operations Officer).

1. **Offering the property**
2. When a vacancy arises PEBBLEs will identify the applicants in priority order using banding criteria and date of joining the waiting list.
3. In retirement housing in most circumstances the offer would be made to the applicant at the top of the list unless the property is not suitable for their needs (e.g. it is a first floor property with no lift and the applicant can’t manage stairs).
4. In extra care if the offer is being made from the waiting list rather than the nominations panel the agreed balanced community profile will be taken into account along with date of application.
5. Where offers are made to applicants out of priority order PEBBLEs will request reasons for decision.
6. In instances where applicants fail to turn up for a viewing or tenancy sign up meeting without contacting or who fail to respond to an invitation to view will have that “offer” counted towards their three reasonable.\*
7. A verbal / telephone offer counts as an offer and is included in the three reasonable offers. Court Managers should ensure that this is clearly explained to the applicant.
8. In cases of severe financial hardship the CM/HM can request additional support on behalf of the applicant from the Retirement Housing Project Manager who in exceptional circumstances can authorise payment of one weeks rent in advance on condition that a payment plan is in place for the remaining 3 weeks in advance requirement.
9. **Transfers**
10. Residents on a starter tenancy are not permitted to transfer to an alternative new property until their tenure has converted to an assured tenancy (after the initial 12 month period). In exceptional circumstances the RHM/ECM can authorise a transfer using the management move criteria (see section 11).
11. All other Housing and Care 21 tenants are allowed to transfer providing they meet the eligibility criteria. There is no limit to the number of times a resident can apply for a transfer however all rent account numbers should be linked in the housing management system. Residents join the waiting list in age and date order.
12. Eligibility Criteria

* The rent account and all other charges must be clear however in exceptional circumstances the RHM has authority to override this requirement but must ensure there is a payment plan is in place to clear the arrears.
* The home being vacated must be left in a good state of repair and decoration.

1. Existing residents with a tenancy which was signed before 2009 were not required to pay 4 weeks rent in advance. Where a transfer is requested due to health issues if it is demonstrated that the resident’s rent account is in good order and a recognised regular pattern is in place, whilst preferred, we will not require them to pay additional monies in order to bring their account 4 weeks in advance.
2. At offer stage the Court Manager must check the existing tenancy type and issue a tenancy agreement as follows:

* Secure tenants transferring to another property will be granted a secure tenancy.
* Assured tenants transferring to another property will be granted an assured tenancy.

1. **Management Moves**
2. In exceptional and unusual circumstances a resident or applicant may be offered a property outside of the normal allocation process. Examples of where this may apply include where the resident is a victim of a serious crime in their property or the police advise that for the safety and welfare of the resident they should be moved immediately. In all cases the move must be authorised by the relevant Head of Service.
3. Starter tenants do not have permission to transfer during the starter period of their tenancy, however where there are exceptional and unusual circumstances the tenant will be allowed to move. In all cases the move must be authorised by the Head of Service.
4. **Right of Appeal**
5. All applicants have the right to appeal any decision made in connection with their application for housing. The applicant will be informed who they should address the appeal to (normally the RHM) and that it should be made within 14 days.
6. **Tenancy Sign Up**
7. Tenancies wherever possible should start on the Monday following the offer being made; in exceptional circumstances the start date can be up to two weeks after the offer.
8. If an applicant is unable to accept the tenancy from this date the offer will be withdrawn and made to the next eligible person on the waiting list. This offer will count towards the applicants 3 refusals.

1. Direct Debit is the mandatory payment method for all new residents and the preferred payment method for all existing residents. Four weeks rent in advance is required unless this will create financial hardship when 1 week may be accepted and a payment plan made to cover the deficit.
2. At sign up the CM/HM will go through sign up check list ensuring residents are ware of rights and responsibilities.
3. **Joint Tenancies**
4. In a joint tenancy both tenants are severally and jointly liable for ensuring the terms of the tenancy agreement are meet and all charges are paid.
5. A joint tenancy agreement can be issued at either:

* The start of the tenancy
* When the joint tenant has lived at the property for 12 months and it is their main and principle home
* If the tenant marries the spouse can be added from the date of the marriage

1. Joint tenancies will only be offered to:

* Married or cohabiting couples where they both meet the minimum age requirement for the Court. Where one person is younger than the minimum age requirement they will not be added to the tenancy agreement and will not be eligible to succeed or assign the tenancy until they reach the minimum age.
* Siblings or close relatives but only at the start of a tenancy and providing this does not create any statutory overcrowding. Siblings will not normally be added at a later date to prevent any abuse of the waiting list.

1. To change the tenancy from sole to joint the Court / Housing Manager must arrange for the tenants to sign the Assignment of Sole to Joint Tenancy Form. The Court Manager is responsible for updating the housing management system and saving the form in Housing Docs.
2. Where a joint tenant wishes to be removed from the tenancy the Court Manager must get both tenants to sign the Assignment of Joint to Sole Tenancy form. The Court Manager is responsible for updating the housing management system and saving the form in Housing Docs. If a tenant moves out of the property and does not relinquish their tenancy they are still liable for any rent, service charges or recharges due.
3. **Mental Capacity**
4. For a person to be a tenant and enter into a tenancy agreement, he or she must have the capacity to understand the contract. A prospective tenant without mental capacity cannot sign a tenancy agreement and will not normally be offered a tenancy. There are exceptions to this where there is a Lasting Power Of Attorney or Deputyship or where Power of Attorney or Deputyship has been applied for and where extremely tight criteria are met.
5. If there is any concern about the applicant’s mental capacity an assessment can be conducted by a mental health professional or a social worker. (See Appendix 4) Mental Capacity.)
6. **Applicants from Abroad**
7. Applications may be accepted from applicants living abroad providing they meet the Right to Rent requirements. Applicants from abroad who are not financially self-sufficient should complete a Habitual Residency Test with the Local Authority to confirm eligibility for benefits. Applicants must provide an email address or UK phone contact for correspondence and be actively looking to move. (See Appendix 1 EU Countries and Eligibility of Persons from Abroad).
8. **Licences**

Where appropriate a property may be allocated directly to a Local Authority for them to use for respite or temporary accommodation. Approval is required from the Head of Service and will be processed via a license agreement.

1. **Void Management**

There is a separate Voids Management Policy which covers the void standard and the sign up process in detail.

1. **Fraud**

Where applicants have provided false information or withheld information and this comes to light after a tenancy has been granted we will take legal action to end the tenancy in accordance with the 1996 Housing Act.

1. **Equalities**

We will ensure that all applications are dealt with fairly and consistently and will comply with all legislation and other equal opportunity regulatory requirements.

1. **Confidentiality**

We may seek information about applicants from other agencies and we will seek the applicant’s consent to do this. The applicant does not have to give permission for us to seek this information. However; failure to give this permission may result in termination of the applicant’s application for housing.

We will treat any information received about the applicant in confidence. However information provided may be used to detect and prevent fraud and/or used for statistical surveys.

1. **Support**Reasonable support will be provided to vulnerable customers with the application process.

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| Appendix 1 EU Nationals and Eligibility for Applicants from Abroad |
| Appendix 2 Grounds for Refusing an Application |
| Appendix 5 Mental Capacity and Signing the Tenancy Agreement |
| Appendix 6 Assignment of Sole to Joint Tenancies |
| Appendix 7 Assignment of Joint to Sole Tenancies |