

# Lettings Policy

<b>Policy Owner</b>	Head of Housing	<b>Version</b>	3
<b>Date Approved</b>	July 2024	<b>Implementation Date</b>	2024
<b>Policy Author</b>	Ian Long	<b>Approval Level</b>	Leadership
<b>Approver</b>	Simon Hague	<b>Review Date</b>	July 2027
<b>Links &amp; Appendices</b>			

## 1. Introduction

- 1.1. As a housing provider mhs homes will use our housing stock to effectively address local housing needs, prevent homelessness and contribute to the development of sustainable communities.
- 1.2. mhs homes are committed to letting homes in a fair, transparent, non-discriminatory and efficient way, minimising the period properties are empty, and making the most effective use of our housing stock.
- 1.3. mhs will work with our Local Authority Partners to prioritise those in housing need, whilst also striving to create balanced communities, using sensitive letting practices where appropriate.

## 2. Scope

- 2.1. This policy defines how we let a property and to whom, ensuring compliance with regulation, standards, nomination agreements and good practice.
- 2.2. The policy applies to general needs, affordable, and supported living properties owned and managed by the mhs group. It does not include private rent, Foyers, garages, commercial properties, leasehold and freehold.
- 2.3. Lettings relating to succession, assignment and mutual exchange have their own policies.
- 2.4. The key objectives of this policy are to:
  - make the best use of our homes
  - work in partnership with local authorities to assist them to fulfil their statutory duty to secure accommodation for homeless people
  - let our properties in a fair and non-discriminatory way

- develop and maintain sustainable communities
- minimise void turnaround times and rent loss provide a customer focused service that is fair and transparent
- ensure that any new tenancies granted are affordable and the applicant is supported to sustain their new tenancy.

### 3. Legislation and Regulation

3.1. The Regulator of Social Housing's Tenancy Standard states that registered providers shall: *'Let their homes in a fair, transparent and efficient way. They shall take into account the housing needs and aspirations of tenants and potential tenants. They shall demonstrate how their lettings:*

- Make the best use of available housing
- Are compatible with the purpose of the housing
- Contribute to local authorities' strategic housing functions and sustainable communities
- Have a clear application, decision-making, and appeals processes'

3.2. Legalisation and guidance relating to the allocation of social housing, includes:

- Housing Act 1996
- Localism Act 2011
- the Equalities Act 2010
- The Immigration Act 2014.
- Right to Move and social housing allocations statutory guidance
- Local Authority Allocations Policies

3.3. Local Authority nominations agreements:

3.3..1. Our nominations agreement with Medway stipulates we shall offer:

- A minimum 50% of empty properties from the original stock transfer
- 100% for new builds and 75% of relets.

3.3..1. Maidstone, Tonbridge & Malling, Dartford, Gravesham and Swale – 100% of all new builds 75% of relets.

### 4. Letting a property

4.1. mhs homes do not hold a housing register.

- 4.2. We advertise our general needs, affordable rent and supported living properties through the Local Authority Choice Based Lettings Scheme (Kent Home Choice).
- 4.3. We advertise Lord Kitchener Alms House Trust properties via Rightmove. See Section 7.
- 4.4. We also receive direct nominations from our local authority partners and approved organisations working to end homelessness.
- 4.5. On receiving nominations we assess them in order of priority banding (high to low). We will not normally offer a tenancy to an applicant if the tenant(s) or a member of their household listed on the housing application:
- has been evicted from, or has abandoned a previous tenancy because of a serious tenancy breach.
  - has an existing debt with mhs or another housing provider<sup>1</sup> or has an unsatisfactory tenancy history e.g. history of anti-social behaviour.
  - has caused severe and costly damage to a former property e.g. allowed the property condition to deteriorate significantly.
  - has a conviction for using their property for illegal or immoral purposes
  - the property has been advertised as requiring a sensitive let and the nomination does not meet the criteria.
  - has a history of non-compliance with housing staff, e.g. repeatedly refusing entry to their property to carry out essential repairs, or abusive or threatening behaviour.
  - is unable to sustain the tenancy, e.g. because of a care or support plan not being in place or available or inadequate.
  - owns their own home and it is reasonable for them to live there or sell it to resolve their own housing need (except where the local authority has accepted a homeless duty to rehouse them permanently).
  - a risk assessment identifies that housing them poses a serious risk to the safety and wellbeing of themselves, staff and/or neighbours and that risk cannot be mitigated or managed.
  - are potentially dangerous, and following a risk assessment through Multi-Agency Public Protection Arrangements (MAPPA), mhs is not satisfied that an appropriate level of support and/or monitoring can be put in place to manage or mitigate the risk.
  - does not meet mhs' bedroom occupancy criteria for the property they have been nominated for.
  - has provided false or misleading information in support of their application.

- has been convicted of housing or benefits related fraud and the conviction is unspent.
- does not have a valid immigration status because their visa or permit has expired, and they do not have leave to remain. Where temporary leave to remain has been granted, mhs may issue a discretionary renewable tenancy.
- does not have the means to pay the rent or would not receive adequate Housing Benefit/Universal Credit. On occasion, mhs may waive this requirement where an appropriate third party or agency has agreed to guarantee or underwrite the rent liability.
- the identity of the nominee at sign up is not verified.
- the nominee refuses to sign or fulfil the conditions of the tenancy agreement.
- The property is not suitable for the necessary adaptations, or it is a new build with a warranty period, and the development team considers the property unsuitable for the required modifications.

#### 4.6. Supported Living Eligibility:

- Applicants must be aged 60 or over to be eligible for supported living.
- Supported living applicants will need to complete a 'Needs and Risk Assessment' to determine their housing, medical and support needs as well as personal and practical care needs, sensory impairments, nutrition, and health.
- If the customer requires a greater level of support than can be provided, the Supported Living Advisor will write to the customer informing them that we will not be offering a tenancy and signposting to other support agencies.
- The applicant has the right to appeal the decision which will be dealt with by the Supported Living Manager and approved by the Assistant Director of Customer Services.

4.7. Properties built or acquired by mhs homes, that are not part of the original stock transfer from Medway Council, are treated as private rental properties for the purposes of Housing Benefit. This means that LHA rates apply and housing benefit payments for under 35's are restricted to shared room rate. However, Universal Credit treat all mhs stock as social housing and do not apply these restrictions. This means that a person under 35, who is reliant on benefits for their housing payments, will need to claim Universal Credit.

4.8. In some circumstances, for example applicants escaping domestic abuse or homelessness; we reserve the right to disregard the above eligibility criteria and checks and offer outside of our lettings policy.

4.9. Any decision to let outside of the policy is made at the discretion of the Head of Housing, Assistant Director, or a Director. The reason for any exceptional approval will be recorded.

## 5. Direct Lets

5.1. We reserve the right to use our entitlement of up to 25% of relet properties to undertake direct lettings. These are lettings which, in our view, enable us to make the best use of our housing stock.

5.2. Circumstances in which we will use direct lettings will include the following:

- let's to a qualifying successor
- let's in accordance with our policy on Discretionary Tenancies (e.g. allowing 'succession' to a non-qualifying person)
- management moves (see below).

5.3. Management moves are internal transfers which will be considered in the following circumstances:

- temporary or permanent decants where the existing property is uninhabitable (e.g. due to fire, flood, major structural defect, other health, and safety risk) or to otherwise aid the management of our assets (e.g. redevelopment, disposal).
- moves which enable us to deal with a serious or protracted tenancy management matter.
- let's in accordance with our Tenancy Sustainment Policy. This will include a move to a smaller / cheaper property to assist a tenant at risk of losing their home or a move to take up a permanent offer of employment as a means of assisting a tenant to maximise their income.
- where an adaptation is urgently needed, and it is a more effective solution for the household to move.
- a move to release an adapted property (where there is demand for that type of adapted property and the current occupant(s) do not need it)
- a tenant who needs to move into, or within, older people's housing (where a direct offer is considered to be the most appropriate way of meeting the household's needs)
- internal moves in accordance with local lettings policies agreed with the local authority

- a move which assists a tenant to move on from the Foyer or one of our supported schemes. A move under this category would be to a property identified as low demand.
  - other reason where a management move is considered by mhs to be in the best interest of the tenant and/or mhs.
- 5.4. In addition, we have several referral and reciprocal agreements in place with partner organisations, including other housing associations and care and support agencies, whereby we provide properties to meet specific housing needs (e.g. for people with learning disabilities, homeless, people leaving care and probation schemes).
- 5.5. Eligibility restrictions apply to management moves and referrals. One reasonable offer will be made from across mhs' area of operation. A reasonable offer will meet the applicant's needs in terms of tenure, size (and floor level where relevant). A reasonable offer will also meet the applicant's requirements in terms of location, where this is relevant to the reason for moving.

## **6. Offering a property**

- 6.1. If required to, prospective new tenants will be interviewed, and an affordability assessment undertaken.
- 6.2. Prior to sign up the new tenant will be required to pay their first weeks rent in advance. In special circumstance the Head of Housing, Assistant Director or Director can agree to waiver this payment.
- 6.3. We will consider an applicant to have refused an offer of accommodation where they do not respond to the offer within the 24 hours unless a valid reason is given.

## **7. Special Circumstances**

- 7.1. Where homes have been built, or adapted to be accessible to people with disabilities, we will allocate these to people with similar needs wherever possible to make best use of these homes. Where we cannot match an adapted home to a suitable applicant we may remove adaptations and return the property to a general needs void standard subject to any current funding conditions and following consultation with the relevant local authority.

- 7.2. We will generally reserve bungalows for applicants 55 and older, or those who have accessibility issues and are most in need for such accommodation.
- 7.3. We may consider a “sensitive let” is required in certain circumstances where there are restrictions on who can move into a property. This may be because of ongoing anti-social behaviour, the vulnerability of the potential tenant, or where the new or current resident could pose a risk to their neighbours.
- 7.4. If we have not successfully managed to secure a new applicant using Kent Homechoice after 2 rounds of advising we will look at other ways to fill the property, either through Kent Housing Group Hard to Let Protocol or through referral partners.

## 8. Transfers

- 8.1. If an existing tenant of ours wishes to move they will need to apply to the housing register with the Local Authority. The Local Authority will ask mhs homes to verify applicant & occupant details and provide approval to proceed with their application.
- 8.2. To be approved for a transfer, tenants must comply with all the following, as set out in the conditions of Kent Home Choice:
- Have lived in their present property for at least 12 months and hold an assured or protected tenancy agreement.
  - Have a clear rent account and no other outstanding debt to mhs homes or Heart of Medway, for example: rechargeable works, court costs etc.
  - Their property including garden if applicable, meets the standard identified in the Moving Home Standard
  - Have no breach of tenancy that has resulted in a NOSP / legal action over the last 12 months. Discretion can be applied dependant on the severity of the need to move and the length of time since the breach occurred.
- 8.3. Any applicant that meets the above criteria will be awarded transfer status with the Local Authority. This will enable them the opportunity to bid for properties allocated purely advertised for transfer. They will be able to bid for transfer properties with mhs homes or other social housing providers. For mhs/HoM properties, unless it is agreed that the new tenancy can overlap with the existing tenancy, the tenancies with end and

start on consecutive days. The tenancy can start on any day but usually Monday to Friday.

## **9. Lord Kitchener Alms House Trust**

- 9.1. mhs manage the Lord Kitchener Alms House Trust properties. These are let via Rightmove a with priority given to current or former servicemen and their families.
- 9.2. The property will be offered to the applicant with the greatest housing need and with a local connection, in line with the Local Authority housing criteria.
- 9.3. Lord Kitchener Properties are offered as a licence to occupy not an assured tenancy.
- 9.4. To ensure the rents stay equal, upon relet the rent will be aligned with the other Alms Houses. This was the terms of the original agreement in place when mhs became corporate trustee.

## **10. Sex Offenders and Dangerous Offenders**

- 10.1. We acknowledge the role that the provision of stable accommodation may play in helping to reduce the risk presented by an offender.
- 10.2. We will not operate a blanket ban on the rehousing of potentially dangerous offenders or their victims.
- 10.3. We will ensure when a person with a conviction, which suggests they may be high risk, is nominated for housing by a local authority, a multi-agency risk assessment is carried out. It is the role of the Police, Probation service (ViSOR), Prison service and Adult Services to undertake this risk assessment and to provide us with a copy.
- 10.4. We will work with the local authority to ensure that the nomination is to a suitable property.
- 10.5. Risk assessments for Level 2 and Level 3 offenders (the categories used by MAPPA) must be approved by the Head of Housing, Assistant Director or Director.

## **11. Tenancy Agreements**

- 11.1. Each tenant is issued with their own tenancy agreement containing the terms and conditions associated with their tenancy.



- 11.2. Rents are determined in accordance with our Rent Setting Policy.
- 11.3. Tenants that are new to social housing will generally be offered a starter tenancy. After twelve months, if the tenancy has been conducted satisfactorily the tenancy will automatically convert to an assured tenancy.
- 11.4. We will offer joint tenancies to those nominated by the local authority as joint applicants i.e. married couples and civil partners. We will generally not offer joint tenancies in other instances, e.g. friends, siblings, parent/child etc.
- 11.5. A transferring customer will retain their right to an assured tenancy even if moving between mhs homes and Heart of Medway.
- 11.6. For incoming tenants who are under 18, the tenancy will generally be held in trust (e.g. by the local authority, support agency or family member) until they reach 18.
- 11.7. Customers who transferred over to mhs in the original stock transfer from Medway Council have Protected Tenancy's which give them additional benefits, such as the right to buy and lower rents. When they move to another mhs property they retain some, or all these rights.
- 11.8. Protected customers falling into one of the three categories below will keep both their protected tenancy and protected rent
- Protected customers moving because of a medical reasons or Domestic Abuse on a Social Priority Move
  - Protected customers moving because of a decant
  - Protected customers moving into sheltered (even if they have bid to move on Kent Home Choice)
- 11.9. Protected customers moving from mhs to mhs for all other reasons will retain their right to buy but not their protected rent.
- 11.10. Protected customers moving from mhs to Heart of Medway will lose their protected tenancy and will be offered an assured tenancy.
- 11.11. Customers moving to Supported Accommodation will be issued a Supported Living Tenancy Agreement, this contains the following clauses which differ from our non-supported, general needs tenancies.
- Customer remains liable for any unpaid utility bills (Par B, Section 7)

- If customer moves to care home or other residential accommodation this will be considered as surrender of the tenancy (Part C, Section 1)
- Customers can not invite an occupant to live with them who wouldn't meet the schemes age requirement (Part C, Section 3)
- Mobility scooters must be kept and charged in designated area (Part L, Section 6)
- Cat and dogs are only permitted in properties with their own private garden. (Part O, Section 1)

## 12. Occupancy Levels

12.1. We will offer a property within the following property size ranges:

Property Size	Household Size
Bedsit	Single person
1 Bedroom	Single person or couple
2 Bedroom	1 or 2 adults with 2 children of the same sex aged 16 or under 1 or 2 adults with children of opposite sex aged 10 or under
3 Bedroom	1 or 2 adults with 2 children of the same sex when 1 is over 16  1 or 2 adults with 2 children of opposite sex when 1 is over 10  1 or 2 adults with 3 or 4 children if age and sex meet the criteria (see below)
4 Bedrooms	1 or 2 adults with 3 or more children depending on age and sex criteria (see below)
5 Bedrooms	1 or 2 adults with 4 or more children depending on age and sex criteria (see below)
Bungalow	Bungalows will be offered to applicants over 55. In areas that are not predominantly elderly they will be offered to applicants with a proven medical need for this type of accommodations.

- 12.2. The table is based on the following principles:
- Adults sharing accommodation full time but not living as a couple should have separate bedrooms
  - Children of the same sex can share a bedroom until the age of 16
  - Children of the opposite sex may share a bedroom until the age of 10
  - No more than two children can share a bedroom regardless of age or sex
- 12.3. Using a dining room as a bedroom –Where a property has a dining room, we would normally expect that this room will continue to be used for this purpose or some other function and would not normally be used as a bedroom. However, we recognise that some large households may only be suitably accommodated if the dining room is used as a bedroom and this would be permitted.
- 12.4. When an applicant has joint custody of a child(ren) we will only consider the child(ren) of the household where the parent or guardian has the principal care and control. This is identified as the person claiming Child Benefit.
- 12.5. Where an individual or member of a family has a disability, we will try to ensure that the property meets their needs. Where a property has specialist adaptations and is let to non-disabled applicant adaptations such as flush floor showers will not be removed.

### **13. Local Lettings Plan**

- 13.1. In some instances mhs may impellent local lettings plans for new development, schemes or neighbourhoods. Once approved by the relevant Local Authority, these plans will apply solely to the initial lettings, taking precedence over the Nomination Agreement. For any subsequent lettings, the conditions of the Nomination Agreement will be enforce.
- 13.2. We will, as required develop Local Lettings Plans for existing neighbourhoods. These arrangements varying our usual allocations policy and will aim to address very specific local / estate problems such as anti-social behaviour, high tenancy turnover rates, high void rates.

### **14. Monitoring**

- 14.1. The letting of social housing is reported through Continuous Recording (CORE).
- 14.2. Internally we monitor lettings activity by:

- Property type and location
- Tenancy and rent type
- Number of refusals
- Applicant type
- Levels of satisfaction

14.3. The allocations and void process are subject to annual audits to ensure the procedures and process are followed.

14.4. An annual lettings report will be presented to the Board and Local Authority partners detailing letting activity during the year.

## **15. Appeals**

15.1. We are committed to operating in a way that is transparent and fair. We will review any allocation / letting decision that an applicant or tenant believes is unreasonable or unfair. Any such appeal will be to the Head of Housing or Assistant Director and will be heard within five working days.

15.2. It is our policy not to hold any property vacant pending the outcome of an appeal, (unless the local authority is willing to cover the rent and other charges during the period the property is vacant).

## **16. Equality Statement**

16.1. This policy applies to customers of all the tenures listed in section 2 of this policy.

16.2. mhs homes wants to make sure that no person receives less favourable treatment from the organisation on the grounds of age, disability, gender reassignment, marriage, civil partnership, pregnancy, religion or belief, race, sex, or sexual orientation.

16.3. mhs homes recognises it must comply with the statutory duties imposed by the Equality Act 2010, including the Public Sector Equality Duty, having due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other detrimental conduct.
- Advance equality of opportunity between people who share a protected characteristic and those who do not; and
- Foster good relations between people who share a protected characteristic and those who do not.

16.4. This policy will be reviewed in three years' time or earlier if required by legislation, new significant guidance or in response to specific incidents.

Change Log	
Date	Change
Feb 22	Policy rewrite and reformat
April 22	Occupancy Levels - In Maidstone children over the age of 16 should be allocated a room each. Agreed by Operations Director
August 22	Debts over six years old to be discussed with BP or AD
May 23	Age changed from 60 to 55 for supported living  11.7 customers transferring from HoM to mhs and vice versa will retain their assured tenancy.
Oct 23	Age for sheltered reverted back to 60 due to issues advertising on the new Huume system
July 23	Minor change - wording to recognise new roles - head of housing and removal of Business Partner
Minor Change – Approval by Director	
Major Change – Approval by ET	

## Principles

### Equality statement

mhs homes has a duty to ensure that no person receives less favourable treatment from the organisation on the grounds of age, disability, gender reassignment, marriage, civil partnership, pregnancy, religion or belief, race, sex or sexual orientation.

### Data protection

mhs homes will only share information that meets the requirements of the Data Protection Act 2018. Confidentiality and impartiality will be exercised by mhs homes at all times.

### Feedback

We welcome suggestions and comments from people who use or provide our services. We believe that this can provide some important lessons to help us ensure that the service is improved for everyone.

If you have something to say about this policy or the information that is provided, then please let us know. Please refer any comments to the author of this document.

