



WESTCOUNTRY HOUSING ALLOCATIONS POLICY for Rented Homes

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Introduction

I.00 Westcountry Housing's Allocations Policy is based on the principle of "putting people first".

I.10 Aims

To work with our customers to ensure that we:

- Achieve successful outcomes
- Promote equality and diversity
- Meet diverse needs
- Respond to changing needs
- Provide choice

To provide a service which is:

- Accessible
- Customer focused
- Value for money
- Built on strong partnerships at strategic and operational levels
- Adding value to the services provided by others

I.20 Methodology

To have an open and transparent method of working that is accountable to our customers.

I.30 Our Customers

Who are customers are:

- Applicants
- Tenants
- Organisations who provide nominations
- Local Authorities
- Neighbourhood Services
- Income services
- Asset Management
- Development Team

Dealing with customers

We will:

- deal with people in a courteous manner
- listen to people
- talk to people if they complain and learn from the experience
- respond to phone calls within one working day

- answer letters within 10 working days

I.40

Objectives in Working with our Customers

Definition of a Successful Outcome:

A successful outcome is when the right person moves into a property that they want and like in a neighbourhood where they want to live with the minimum disruption and cost to them and Westcountry.

To achieve a successful outcome we will:

Work with partners at strategic and operational level to develop, introduce and promote choice based lettings schemes.

Accurately label our properties in adverts.

Meet applicants ensure best fit for property.

Put in place measures to ensure that applicants can sustain their tenancy.

Have clear and transparent methods of working at all stages.

Where we are unable to accept an applicant, explain our reasons to them and the nominating authority and give them the right of review.

To promote equality and diversity we will:

Make sure that information is available in a format most suitable to the person.

Provide mandatory training for staff on equality and diversity.

Assess needs and put in place support wherever possible.

To meet diverse needs we will:

Listen to people.

Ensure that we have a clear understanding of what their needs are. How we can best communicate with them. What they need from their accommodation. What service we need to deliver.

Respond wherever reasonable and practical to people's needs.

To respond to changing needs we will:

Keep up to date with local and national initiatives.

Work with partners at a strategic and operational level to develop, introduce and promote best practice.

Listen to our customers and inform improvements in our service delivery.

To provide choice we will:

Offer all Westcountry properties through Choice Based Lettings schemes when available.

Ensure that tenants have the opportunity to exchange their properties.

I.50

Objectives in Providing the Service

To make the service accessible we will:

Advertise our opening hours.

Arrange appointments wherever possible to suit our customers.
Make documents available in the format and language to suit the needs of the customer.
Advertise properties through Choice Based lettings schemes.
Get advice from Occupational Therapists and other advice and support workers where appropriate.
Work with our customers to ensure that we deliver the service to meet their needs.
Encourage applicants and tenants to invite people to support them.

To provide a service which is customer focused we will:

Ask for their views about our service and the way it is delivered.
Listen and learn from what they say.
Respond positively wherever possible.
Review service delivery at least once a year and involve our customers in that review.

To provide as service which is value for money we will:

Plan our travel to ensure the most economical route.
Evaluate the way we provide the service looking for ways we can make cost savings.
Benchmark the service we deliver against other providers.
Look for ways to reduce the time a property is empty.

To provide a service which is based on strong partnerships we will:

Meet our partners and ask what we can do for them.
Involve our partners in the service we deliver – asking their opinion and demonstrating that we value their view by responding appropriately.

To provide a service which is adding value to the services provided by others by:

A combination of all of the above.
By being pro-active to their needs.

By being responsive to their requirements.

2.00

Applications

2.10 Applications for Property

In common with most housing associations Westcountry Housing (WH) does not have an open waiting list for its property.

WH is currently a member of either choice-based lettings (CBL) or joint registration schemes in local authority areas.

WH will be part of both the Devon and Cornwall Choice Based Lettings Schemes.

As the majority of applications will be via CBL, this policy is written on that assumption. Where it is not the case, nominations will be sought from the Local Authority.

All applications for a property must be made through the local scheme. This applies to:

- 100% of re-lets
- 100% of new housing developments
- 100% of existing WH tenants requesting a transfer

Anyone wishing to apply for a WH property should contact the local Authority in the area of their housing choice and register with them.

2.20 Letting Property

If a property has been advertised twice and there have been no successful bids WH reserves the right to advertise the property outside of the Choice Based Lettings Scheme.

If the successful applicant is not registered with the CBL scheme or has not bid through the scheme, details will be submitted to the CBL as agreed in the Service Level Agreement.

In very special circumstances, for example, where WH has been asked to move someone by the Police or for personal safety reasons, then consideration will be given and approval sought for a let outside of the CBL Scheme.

2.30 After the Bid

A procedure will be followed to ensure that all applicants will be dealt with fairly.

All applicants will be contacted in compliance with our Service Standards.

Applicant Interview

All applicants will be interviewed either in their own home or a mutually agreed place.

The purpose of the interview is to:

- tell the applicant: about WH
- tell the applicant about the property
- establish if the applicant meets WH's own eligibility criteria
- assess if the applicant has any support or welfare needs.

All applicants will be given a copy of the **Charter for Housing Association Applicants and Residents**, published by the Housing Corporation, the body which regulates housing associations. The Charter applies to this Allocation Policy.

References

All applicants will be asked to provide references from their previous landlord.

In addition where there are concerns about risk, risk to self or risk to others, enquiries will be made of relevant organisations.

Credit checks

WH will conduct credit checks on the credit status of an applicant.

- This is to help WH establish the applicant's financial position; identify and address any support needs.
- The applicant will be informed and shown a copy without charge.

2.40 Property Viewing

If the references are satisfactory then the applicant will be made an offer of accommodation and given an opportunity to view the property.

2.50 The Tenancy Agreement

In most instances the viewing and sign up will be done at the same time.

Applicants under 18 years of age

Guarantors

All minors will be asked to provide a guarantor for rent as a condition of tenancy offer, whether they will be living on their own or as part of a couple and one of them is over 18.

Deposits

Will only be taken for furniture.

Rent in advance

At tenancy sign up all applicants will be expected to pay the portion of rent in advance that takes them up to the date when the full month's rent is due.

Names on the Tenancy Agreement

Where WH receives a joint application, then a joint tenancy will be granted. Both parties need to be available to sign the tenancy agreement when the tenancy is taken on.

Where WH receives a sole application, then a sole tenancy will be granted.

Starter Tenancies

In accordance with the Housing Corporation's Performance Standards in 1998. All "new" WH tenancies will be starter tenancies with effect from 1 April 2009.

The aim is to reduce anti-social behaviour as part of wider regeneration and anti-social behaviour strategies.

Tenant's rights under a starter tenancy

A starter tenancy is a trial tenancy. They are not created by law but are assured shorthold tenancies.

A tenant has fewer rights and less protection from eviction than a secure or assured tenant has.

The starter tenancy will be for the first year.

At the end of twelve months the tenant will automatically become an assured tenant, unless WH has taken steps to evict the tenant.

Service Charges

These will be calculated based on the needs of each scheme and the tenant will be given a break down.

At the end of each year, the service charge will be reviewed in consultation with

the tenants to ensure that it accurately reflects the needs of the local community.

3.00 Refusal of Property

3.01 An applicant has the right to refuse a property

All refusals will be recorded and monitored. This will help inform both service and property development.

The applicant's decision will be reported to the nominating authority, together with the reason given.

Where possible WH will inform the applicant of any implications their refusal may have on future re-housing.

Written confirmation of the refusal will be sent to both the applicant and CBL scheme.

3.02 WH has the right to refuse an applicant

This is known as a Failed Nomination. WH will refuse an applicant, where the applicant is:

- unable to meet WH's eligibility criteria
- and where appropriate the Neighbourhood and Allocations Team agree that there are no exceptional circumstances

WH will advise the applicant, the nominating authority and where applicable support agency of its reasons and offer a right of review.

3.03 Eligibility

Westcountry Housing (WH) recognises its duty under Section 170 of the Housing Act 1996 to co-operate with Local Authorities (LAs) to such extent as is reasonable in the circumstance in offering accommodation to people with priority under the authority's allocation scheme. WH does not operate an exclusion policy, however in accordance with our Allocations Strategy retains the right to refuse a nomination for specific reasons which are detailed below.

3.04 The applicant has within the last two years been evicted for a serious breach of terms of tenancy or has a history of anti-social behaviour

- Anti Social Behaviour

- Racial harassment
- Other (details)

and WH does not consider that any tenancy has been conducted satisfactorily since then.

3.05 **Antisocial Behaviour**

WH will investigate an application from someone who has been evicted for a serious breach of terms of tenancy such as antisocial behaviour or racial harassment, if the application is made within two years of the eviction date.

Consideration will be given where any tenancy since that date has been conducted satisfactorily.

3.06 **The applicant has been evicted for rent arrears or has a history of persistent refusal to pay rent**

WH will investigate the circumstances surrounding rent arrears:

- where an applicant has been evicted by WH for rent arrears
- where it is known that rent arrears are outstanding to another social landlord
- where an applicant has accrued rent arrears in the private sector

An assessment will be made as to whether:

- the applicant has made reasonable efforts to remedy this
- and appropriate arrangements for repayment of debts are in place and can be demonstrated.

3.07 **Existing care or support packages cannot be guaranteed at the new address.**

3.08 **The applicant is acutely vulnerable and has no history of on going and/or sustained engagement with support services.**

3.09 **The needs of the applicant cannot be met by the services available at older persons accommodation schemes.**

3.10 **Vulnerability**

Following a nomination WH will make an assessment of an applicant's needs.

If the assessment indicates that an applicant is considered to be vulnerable for any

reason then WH will endeavour to arrange suitable support from the start of the tenancy.

However an applicant may be turned down:

- where there is an acute vulnerability and no history of on-going and sustained engagement with support services
- or where an existing care package cannot be guaranteed at the new address and no other support is available
- or where WH has been unable to arrange suitable support
- or where the level of support required would seriously undermine WH's ability to support other residents in the neighbourhood.

3.11 The applicant has misrepresented personal or household circumstances or staff become aware at pre-tenancy stage that information pertinent to their housing application has been withheld or is false.

3.12 The applicant does not fulfil the requirements of the lettings criteria for the property or the Local Lettings Plan or Section 106 Agreement.

3.13 The applicant's circumstances have changed since the bid which materially effect the application.

- no longer eligible
 - size of household does not match the property advertised
 - household does not meet specific letting criteria set out in the advert
- priority has changed.

3.14 The accommodation does not meet the applicants access needs and it is not reasonable or practicable to adapt the property.

3.15 Adaptations to a property required

In deciding whether a property is suitable for an applicant, Westcountry Housing has to take into account the risk posed to the applicant if the adaptation is not done prior to the applicant moving into the property.

Ideally the applicant should provide an Occupational Therapist or other professional report on their requirements when they are nominated for a property.

Three factors have to be taken into account, before a decision can be reached as to whether the property is suitable and it is reasonable and practical to do the

adaptation(s).

1. Is it feasible ie is the property physically suitable for the adaptation required?
2. How long will it take before the work can be done?
3. How will the applicant manage until the work is done?

Only when these three questions can be answered can a decision be made. Every case will be judged on its individual merits.

Permission for adaptations cannot be given prior to the applicant becoming a tenant and approval cannot be granted without a detailed specification.

3.16 **The applicant potentially poses a risk to the community and the property is therefore not considered to be suitable.**

Where an applicant or a member of the applicant's household is identified as a Schedule One Offender or a Violent Offender, then Westcountry Housing will make appropriate enquires to establish whether the property location is suitable for the applicant.

Each application will be assessed taking into account the ability to manage the risk to community and the risk to the applicant or household member.

3.17 **Community Safety and Social Inclusion**

It is important to balance the needs of the individual applicant with the needs and rights of neighbours and the local community.

WH will work closely with other organisations including the Local Authority, Social Services, Police, Probation, health and voluntary agencies in order to minimize any risk to or from applicants.

It is particularly important to consider that applicants , who are seen as "high risk" by neighbours or members of the community, may in fact be more at risk of being a victim rather than the perpetrator of nuisance, harassment or other anti-social behavior.

Examples of this include:

- People leaving prison or probation hostel
- People with drug or alcohol issues

- Survivors of domestic abuse
- Young people
- People with long term health issues

3.18 Application would conflict with WH's charitable status

This usually relates to financial resources.

3.19 Applicant has Financial Resources

WH properties are for people who are considered to have insufficient resources to meet their own housing need. An applicant's ability to resolve their own housing situation will be assessed at the time of application and in relation to the current housing market.

3.20 Household Income

This will be assessed in accordance with the Devon and Cornwall Choice Based Lettings Scheme Policy eligibility criteria.

3.21 Capital, Savings and Equity

Where an applicant has savings a decision will be made at the time of application as to whether they are deemed able to secure their own accommodation.

3.22 The application would be in breach of Schedule 1 of the 1996 Housing Act

It is illegal for a housing association to provide housing for staff or Board members or relatives thereof.

4.00 Reviews

All unsuccessful applicants will be given information and access to the review procedure.

Where an applicant is being refused a property, a member of staff will talk to the applicant in advance of a formal notice being sent to explain the reasons for the refusal and to give the applicant an opportunity to raise any matters not previously given.

Wherever possible unsuccessful applicants will be given advice or referred to housing advice agencies for further advice about their housing options.

Applicants may ask for any decision about their housing applications to be reviewed.

Applicants will be advised of their right to a review of a decision about their application, when notified of that decision.

The applicant must request a review of that decision within 21 calendar days of their notification of decision, giving their reasons and any additional evidence they may have to support their case.

The review should be undertaken within 21 days, by a senior officer.

The applicant will be advised in writing of the outcome of the review.

If the applicant is unhappy with this, then they can make formal complaint.

Complaints

WH has a complaints procedure which can be used by any housing applicant or other customer of WH services, if they feel that they have not been treated satisfactorily.

The following is a link to the WH complaints policy.

A hard copy is available on request.

5.00 Monitoring

Documentation of Decisions

WH will be able to demonstrate that:

- its decisions are fair
- every case has been judged on its merits
- it has made efforts to resolve any ineligibility

Equal Opportunities and monitoring

WH is committed to equality of opportunity and anti-discriminatory practice in service provision and seeks to promote social inclusion.

Every effort will be made to treat applicants fairly and sensitively. Applicants will not be discriminated against on the grounds of race, colour, ethnic or national origin, disability, religion, age, gender, sexual orientation or marital status.

Applicants will be asked to provide details of the above to enable WH to monitor on a regular and systematic basis that properties are being offered and allocated fairly. Reports will be made to the WH Board.

The policy will be amended and updated in order to conform to new housing and other relevant legislation and case law and to ensure that WH does not operate in a way that discriminates against or disadvantages any particular group.

6.00

Property

6.01

Animals

There is no blanket ban on animals in WH properties.

A decision will be made in accordance with the Local Lettings Plan and the Neighbourhood Officer at the time of the property advertisement as to whether or not the property is suitable for animals. This is based on the type of property and facilities available.

Written consent is needed from WH prior to any tenant keeping an animal in a property.

6.02

Local Lettings Plans

WH will operate Local Lettings Plans for all new developments and some existing schemes. WH will demonstrate that the plans balance the competing demands of local authority nomination requirements; housing need and promoting balanced communities.

WH wants to ensure that it has communities where there are mixed patterns of living and that people living and behaving in the same way are not grouped together to encourage a sustainable future for its residents and the local community.

The Local Lettings Plan will be based on the WH standard template

6.03

Local Lettings Plans for New Developments

These will be written by the Allocations Team following consultation and agreement with the Local Authority and Neighbourhood Manager. Wherever possible this will be on the commencement of on-site development or at the latest on the notification of the twelve week site handover.

6.04

Local Lettings Plans for existing schemes

These will be written by the Neighbourhoods Team following consultation and agreement with the Local Authority; residents of the scheme and where possible the community around the scheme.

The Allocations Team will be given a copy of the Local Letting Plan as soon as it has been agreed to ensure that properties are advertised in accordance with the

plan.

6.05 **Property Size**

Properties are designated by the number of bedrooms and the maximum number of people able to occupy the property without causing overcrowding.

WH considers that a bedroom is necessary for:

- ✓ A single person aged 16+
- ✓ Two people living together as a couple
- ✓ Each child aged 8 years or over who would otherwise have to share a bedroom with a child of the opposite sex
- ✓ Each child aged 13 or over who would otherwise have to share a bedroom with a child of the same sex where there is more than a five year age difference

6.06 **Under Occupation**

WH may deliberately under occupy some properties.

This is agreed under the relevant Local Lettings Plan with our partners to assist in creating balanced and sustainable communities.

WH may wish to:

- attract tenants who would like to move to a smaller property allow for an increase in family size
- reduce the number of children on a congested scheme.

6.07 **Rent in Advance**

All incoming tenants are required:

- to pay rent in advance, normally the rent due to the end of the month to bring rent payment in line with the monthly cycle
- or provide proof that they have submitted a Housing Benefit form from the new address to the relevant Local Authority.

If the incoming tenant is not entitled to Housing Benefit, then they should be able to afford to pay their rent which falls due from the beginning of their tenancy.

If they are paid weekly and so cannot pay the remainder of that month or the full month depending on when the tenancy begins we expect them to make an

agreement to pay the rent weekly, bi-weekly ideally setting up Direct Debit, Standing Order to ensure payments are made regularly without fail.

The amount of rent required will be dependent on the amount of notice given to the applicant of the tenancy sign up date; individual circumstances but must be agreed between the applicant; the Income Services Team and Customer Choice Co-ordinator.

The absolute minimum required is one week.

No Deposit is required.

7.00 Applications for Change of Tenancy or Change of Tenancy Name

Tenancy rights following a death

Starter tenancies can be passed on in the same way as Assured Tenancies.

If there is a joint tenancy, the other joint tenant will automatically take over the tenancy.

If the tenant dies but is a sole tenant, there are rules about who the tenancy can be passed on to. The legal process is called **succession** and it can normally only happen once. If a tenant is concerned about this we will provide more information about this and their particular circumstances when they ask.

Passing on the tenancy during the tenant's lifetime

This process is called assignment.

Tenants can only assign their tenancy if WH gives permission.

WH does not have to agree and can refuse an assignment for any reason, whether a tenant you think this is reasonable or not.

If a tenant does not follow the correct procedure they could still be legally responsible for paying the rent and the person who stays on could be evicted.

Ending a Joint Tenancy

The situation often arises in social housing, particularly in cases involving relationship breakdown, where one party to a joint tenancy wishes to have the tenancy put in their sole name. Tenants are advised to seek independent legal advice in this matter.

Ending a joint tenancy

Once a tenancy has been granted in joint names the parties cannot simply agree to "take people off" the agreement. Nor can a landlord unilaterally terminate a joint tenancy or part of a joint tenancy.

Removal of a joint tenant can only be achieved by one of the parties serving notice to quit on Westcountry and Westcountry agreeing in advance that on expiry of the notice to quit they will be granted a new sole tenancy in their own name.

The notice to quit must be valid; it must be in a form and in terms that comply with the tenancy agreement and any other legal requirements.

Westcountry has discretion to refuse to grant a sole tenancy to the remaining tenant. A sole tenancy will not be granted if it will lead to adverse implications for the good use of our housing stock and our ability to continue to provide for housing need.

If one party to a joint tenancy serves a notice to quit on Westcountry this has the effect of bringing the contractual tenancy to an end. This gives Westcountry the right to recover possession of the property despite the fact that the other joint tenant(s) may not want to leave.

Once a valid notice is served if a former joint tenant is left in occupation and Westcountry does not intend to offer a new tenancy in their sole name, Westcountry will decide when to seek possession. Normally the former joint tenant would have no defence to the possession.

The courts' powers to transfer tenancies

It is possible for the courts to decide who should take over a sole tenancy in conjunction with proceedings for divorce, judicial separation or nullity.

This "transfer" can be done by applying for a property adjustment order under the Matrimonial Causes Act 1973. In making such an order the court must have regard to various matters, including the welfare of any child under 18 years of age. Any married constituents in this situation would be best advised to seek professional legal advice on the procedures to be followed.

Transfers

Starter tenants are not be able to do a transfer.

All other tenants should register their housing need via CBL or with their Local Authority.

Some local authorities offer an incentive – either financial or practical support to help tenants who wish to "down size"

Tenants should contact their Local Authority to enquire about schemes available in their area.

Mutual Exchanges

Starter tenants are not be able to exchange their home.

Any tenant with a clear rent account and with no court action being taken against them is able to arrange mutual exchange.

The tenant must inform WH of his intent and WH reserves the right to refuse the chosen exchanging tenant if that tenant does not meet WH's eligibility criteria

Ending a Tenancy where there are Rent Arrears

Rent is payable until the tenancy ceases. Any rent owing becomes a sundry debt and the former tenant(s) are liable until the debt is cleared.

Westcountry will only allocate accommodation to former tenants with a sundry debt in accordance with 3.06.

8.00

Sources

- Housing Corporation Regulatory Circular 07/04 Tenancy Management: Eligibility and Evictions
- WH Community Cohesion Strategy
- Devon Home Choice Policy Draft version 9
- Housing Act 1996 Provisions Home Office Toolkit
- Westcountry Housing Board Report 08/5/6 October 2009 Introduction of Starter Tenancies
- Shelter Starter Tenancies Advice
- Definitions of Performance Indicators from 2007 to 2009
- House of Commons Library Standard Note SN/SP/5149 3 September 2009 – Ending a Joint Tenancy

9.00	Revision Information	
Version No	Date of Version	Nature of Amendment
V2	2 December 2009	Ending a Tenancy on Relationship Breakdown
V2	2 December 2009	Ending a Tenancy where there are Rent Arrears
V3	4 June 2010	Rent in Advance 6.07