

New



Revision



Resident Services

Allocations & Lettings Policy

Version: 1.0

Directorate:	Resident Services
Policy owned by:	Heads of Empty Homes & Lettings
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Policy signed off by:	Operational Management Team (OMT)
Policy & Compliance Business Partner:	Karen Birch – Policy & Compliance Advisor
Legislation/National Standards and Regulation:	See Section 4
Publicising the Policy:	<p>This policy and all associated procedures will be published on the Empty Homes & Lettings toolkit page.</p> <p>Any changes to the policy or associated procedures will be notified to our staff and other applicable stakeholders using a variety of communication tools including:</p> <ul style="list-style-type: none">• Notice board item• Manager and team briefings; and• Specialist training for relevant staff

Allocations & Lettings Policy

1 Policy Scope

- 1.1 This policy sets out The Hyde Group's approach to the allocation and letting of our social housing homes.
- 1.2 It covers all general needs, Affordable Rent, sheltered and supported housing properties managed and owned by The Hyde Group.
- 1.3 The policy does not apply to the following properties:
 - Housing managed on behalf of a local authority
 - Housing managed on behalf of other landlords
 - Hyde Group properties managed by another agent
 - Intermediate market rent and market rent properties managed by Hyde New Homes
- 1.4 This is a high level policy statement. Lettings arrangements relating to specific schemes or resident groups are not detailed in this document.

2 Policy Statement

- 2.1 The Hyde Group is committed to working with our local authority partners to help them meet their duty to assist people in housing need.
- 2.2 A proportion of our homes will be allocated to applicants nominated to us by the local authority in accordance with local nomination agreements. Where a local authority makes a nomination to us we will check that the nominee:
 - Meets Hyde's appropriate property and household size criteria (see Section 5);
 - Eligible to become a Hyde Group tenant (see Section 8); and
 - Able to afford the Hyde Group home they have been nominated for (see Section 10).
- 2.3 We will also verify information to confirm the identity, housing history and current circumstances of the nominee. This is to ensure that the nominee is entitled to, and suitable for, the home, which they have been nominated.
- 2.4 Where applicants do not meet our criteria, we will reject the nomination and explain our reasons for doing so.
- 2.5 To ensure the best use of our housing stock, up to 50% of our homes available for re-let may be let by either a management move or a direct let outside of local authority nomination agreements.
- 2.6 Where we have been letting 100% of our properties through local Choice Based Lettings (CBL) schemes, but are not required to do so by nomination agreements, we will return to letting some homes directly ourselves.
- 2.7 Applicants who apply directly to us will be assessed under the terms of the Direct Lettings Policy Guidance document.
- 2.8 We will continue to actively promote alternative housing options for current Hyde Group tenants; for example mutual exchanges. We will do this through Home Swapper and House Exchange and other national and local options.

3 Policy Key Objectives

- 3.1 By publishing this policy, we aim to ensure compliance with the policy key objectives. The policy key objectives set-out what is to be achieved by implementing the policy.
- 3.2 All staff and managers are responsible for ensuring compliance with the policy key objectives.

No.	Allocation and Lettings Policy Key Objectives
1.	Ensure compliance with our statutory and regulatory obligations
2.	Ensure we work with local authority partners to help them meet their duty to assist people in housing need.
3.	Ensure our homes are let in a fair and transparent way, which is not discriminatory to any person or group.
4.	Ensure our homes are let in an efficient and timely manner and to the required lettable standard
5.	Ensure we make the best use of our housing stock to build strong, sustainable communities
6.	Ensure we work with applicants and local authority partners to minimise potential financial hardship from under-occupation due to the bedroom tax and other welfare benefit changes.

4 Regulatory Code and Legal Framework

- 4.1 This policy complies with the Homes and Communities Agency's (HCA) Tenancy Standard, Home Standard and Affordable Rent Framework.
- 4.2 The key pieces of legislation and guidance that currently govern registered providers are:
- Housing Act 1985
 - Housing Act 1988
 - Housing Act 1996
 - Local Government Act 2000
 - Homelessness Act 2002
 - Housing Act 2004
 - Equality Act 2010
 - Localism Act 2011
 - Welfare Reform Act 2012
 - Immigration Status Act 2014
 - HCA's Tenancy Standard and Home Standard
 - HCA's Affordable Homes Programme Framework 2015-18 Guidance
- 4.3 We have a duty under the Housing Act 1996 to co-operate with local authorities, so far as it is reasonable, to offer accommodation to people in priority need under local authority letting schemes.

5 Appropriate Property and Household Size

- 5.1 As the demand for social housing exceeds supply, we will maximise the use of available accommodation by ensuring our properties are fully occupied but not creating overcrowding.
- 5.2 To ensure consistency we will use the guidelines below to determine the appropriate

property size for housing applicants. These guidelines are based on the social housing sector size criteria set-out in the Welfare Reform Act 2012 (as amended).

5.3 One bedroom is allowed for:

- Each adult couple
- Any other adult in the household aged 16 or over (adult children, grandparents and other adult relatives but not including lodgers)
- Any two children aged under 10
- Any two children of the same sex aged under 16
- Any other child
- An adult or child needing a separate bedroom because of a severe disability (according to statutory definitions)
- A resident or non-resident carer required by the tenant or an existing member of their household, if they need overnight care and this can be confirmed by a social care assessment

5.4 We will not normally take into account unborn children or people joining the household at a later date when determining Appropriate Property Size.

5.5 Exceptions **may** be made for household members coming out of social services care, from the Armed Services or for fostering/adoption purposes.

5.6 We may also factor in an unborn child or person soon to join the household when making a decision about the suitability of a property if this will become over-occupied upon the birth of a child or increase in household size.

5.7 Where two applicants have access/staying contact with children, the children will only be counted on one application (this will normally be the household where the child or children spend the majority of their time). Access arrangements and agreements between parties or made by the courts will need to be evidenced.

6 Exceptions to the Size Criteria

6.1 Exceptions may be made:

- By preference under a CBL system (for example, under-occupiers who wish to downsize to a smaller property but one which still exceeds their specific needs)
- Where a more urgent case under our management decant process requires the home.
- Where a local letting plan is in place.
- By agreement with the local authority for their nominations
- Where there is low demand.

7 Definition of Bedroom Size

7.1 We will normally use the following guidelines (based on the Housing Act 1985 Part X Clause 326 (3)(b) when allocating our homes:

- A double (2 person) bedroom must have a minimum floor area of 10 square metres
- A single (1 person) bedroom must have a minimum floor area of 6.5 square metres

7.2 However, we will not reclassify the property size for an existing Hyde property if the size of a bedroom is less than the definition of bedroom size set out in 7.1 e.g. reclassify a 3-bedroom, 5 bed-space home as a 2-bedroom, 4 bed-space home.

8 Access to Hyde Group Homes

8.1 When a property becomes vacant it may be let to a:

- Local authority nominee
- Decanting Hyde tenant
- Hyde management move
- Direct applicant, within the nomination agreement and outside the nomination agreement

Local Authority Nominee

8.2 We will work with local authorities to ensure that we meet our legal obligations under existing nomination agreements. Agreements are held with each local authority which includes the percentage of lets Hyde is able to let outside of their system.

8.3 All new build properties will be let via the local authority. The exception being if they are unable to provide a nomination, in which case we may let the property via a direct letting.

8.4 All applicants nominated by the local authority will be subject to the same rules regarding qualification and exclusion.

8.5 To qualify for housing, local authority nominees must fulfil one or more of the following priority criteria:

- Present accommodation provides insecure tenure;
- Families are prevented from living together by lack of suitable accommodation;
- Present accommodation is lacking one or more of the basic amenities or is in serious disrepair;
- The applicant, or one of their family, suffers from physical or mental problems which are exacerbated by their present housing conditions;
- Present accommodation is unsuitable for reasons of size, location or lack of facilities;
- Present accommodation is suitable but due to social needs (for example, employment, care of elderly relatives) the applicant has a need to live in a different locality.

8.6 We will verify the details of applicants supplied by local authorities prior to making any offer of accommodation. We will also assess each nominated household in order to determine eligibility (based on the above criteria and Section 14 - Exclusions below), affordability and suitability to the home they have been nominated to.

8.7 If it is felt that the applicant would not be suitable for the property they have been nominated to, we will advise the local authority and reject the applicant if deemed necessary.

Application Process

8.8 We will request relevant information from local authorities for all nominations to enable a risk assessment to be undertaken by staff as part of an accompanied viewing and prior to offering any tenancy.

- 8.9 Follow up work from the initial risk assessment prior to offering any tenancy may include discussing the applicant's history with previous landlords or the police, and their support needs with agencies such as mental health teams, primary care trusts, social services and alcohol or drug abuse agencies. We may also complete a home visit or ask that the applicant attends an appointment at Hyde's offices.
- 8.10 Information provided by local authorities should include the following information about the applicant/their household:
- Name, date of birth, gender, ethnic origin, nationality and national insurance numbers of the lead applicant/s;
 - Current address, type of accommodation moving from and household composition;
 - Details of any long term illness, health problem or disability that may require specific or specialist housing, care or support;
 - Details of any other care and support needs;
 - Details of existing, planned and previous packages of care provision provided by statutory or other bodies where known; and
 - Relevant information about previous tenancies held – including maintaining conditions of their tenancy such as payment of rent and any history of antisocial behaviour, harassment or domestic violence perpetrated by any household members, visitors or guests to their property.
- 8.11 The purposes of obtaining such detailed information is to help us to identify any support needs and the level of potential risk posed by the nomination. Hyde has a duty as an employer not to place any of its staff at risk in the course of their duties.
- 8.12 Nominations may be rejected by Hyde if the local authority fails to provide information required to fully risk assess an applicant for a particular property. However, such refusals would not prevent an applicant from being accepted for an alternative Hyde property in the future. Each nomination is considered on its merits, provided the applicant has the appropriate support package in place to meet their needs, Hyde will grant them a tenancy.

Decanting Hyde Tenant

- 8.13 Vacant properties may be let to decanting tenants who are being re-housed because they have had to move from their previous homes to enable us to carry out major repairs, improvement or redevelopment work, or because the property is to be demolished or sold in line with Hyde's Decants Policy.

Hyde management Move

- 8.14 Circumstances in which Hyde would consider a management move include (but are not limited to):
- Domestic abuse or severe anti-social behaviour
 - Urgent social reasons (threat or harm to life)
 - Under-occupying successors
 - Household members with no succession rights, where Hyde has accepted responsibility for re-housing in accordance with the Succession Procedure
 - Tenants wanting to move sheltered accommodation

8.15 All management moves will be managed in accordance with the Urgent Moves Procedure.

Transferring Hyde Tenant

8.16 Hyde Group tenants whose homes are no longer suitable for their needs and who need or wish to move to an alternative property or area must register on the appropriate local authority scheme. Hyde does not operate its own transfer list.

Direct Applicant

Within the Nomination Agreement

8.17 In certain circumstances, a home may be allocated directly to a specific applicant outside of the normal lettings process. Properties let this way within the nomination agreement percentage will be made with the agreement of the relevant local authority.

8.18 Examples where a direct letting would be considered appropriate include:

- Where an allocation is required to ensure the protection of a person or members of the community; for example, following a decision made by a Multi-Agency Public Protection Panel (MAPPA) meeting, or where an applicant has been referred as part of the witness protection scheme
- Where a management move has been agreed in line with Hyde's Urgent Moves Procedure (See 8.14-15 – Management Move)
- Where a sensitive let is required for a particular property, because of issues such as drug dealing, violence, public protection, or anti-social behaviour.
- Where a tenant's home is being repaired or disposed of and they need to be moved from the property on a temporary or permanent basis
- Where there is a specific and exceptional medical need (evidenced by the tenant and agreed by the local authority) and we cannot address this need through the normal routes
- Where the property has specific and exceptional facilities that match the needs of a particular client and that these facilities would otherwise be under-utilised
- Where it assists us to deliver our housing management functions, for example:
 - To make better use of our stock; or
 - Helping Hyde to meet its statutory and contractual obligations to tenants who are eligible to succeed to a tenancy but where the home is much larger than they need or is suitable for a person with a disability and the successor does not have a need for such facilities

Outside of the Nomination Agreement

8.19 Where nomination agreements allow us to, up to 50% of lettings are not required to be allocated to the local authority. We will allocate these properties to the groups we prioritise in accordance with the Direct Lettings Policy Guidance document.

8.20 We will ensure that the correct percentage of re-lets in the area is offered to the local authority for nominations and hold records that evidence such. Where the nomination agreement specifies that 100% of lettings are offered to the council, then we will not retain any empty properties under this policy.

8.21 Where we have the ability to advertise and allocate available properties directly we will

determine the appropriate route by which to allocate the property based upon local housing demand as well as past outcomes in advertising.

8.22 The routes we may use to advertise available homes include (but are not limited to):

- Property websites such as Rightmove, Zoopla etc.
- Hyde-managed waiting list
- Reciprocal agreement that we have made with another social landlord
- Direct offer with an approved agency
- Alternative local authority area waiting list
- Local lettings agent

9 Hard to Let Properties

9.1 Hyde will consider a property as hard to let in the following circumstances:

- A property has been offered to the local authority as per the nomination agreement and has been refused by four or more applicants or Hyde has rejected four or more applicants based on our affordability criteria (See Section 10);
- A property has been advertised for two CBL advertising cycles and/or four weeks and there have been no expressions of interest; or
- The property has a history of being hard-to-let having previously due to the condition, layout or condition of the property or meeting one of the definitions above.
- A property within the same block has met one of the definitions above within the last 12 months.

9.2 Where the condition, layout or location of a property makes it hard to let we will consider options such as:

- Increasing the value of decoration vouchers
- Enhancing the specification of works, for example, a full redecoration or carpeting before letting
- Relaxing occupation restrictions
- Disposal of the property in line with Hyde's Asset Options Appraisal Policy

9.3 Where we are unable to allocate a property through normal routes, we reserve the right to seek potential applicants from alternative sources, for example:

- Advertising properties through property websites, lettings agencies and local publications to direct applicants
- Identifying suitable applicants from our existing resident base

10 Affordability

10.1 We will carry out an affordability assessment on all applicants including those nominated by a local authority. Where a home is unaffordable we may reject the application or nomination.

10.2 Circumstances where a home may be unaffordable include (but are not limited to):

- The applicant is applying for or has been nominated for a home which is too large, meaning that benefit deductions may apply. This may affect foster carers who do not have children resident at all times.
- The applicant's household may mean that they are affected by overall benefit caps (for Universal Credit). We will work with local authorities to provide advice and assistance.
- The applicant's age (e.g. young person aged 21 or under or a single person aged 35 or under) may mean that they may not qualify for housing benefit entitlement.

- 10.3 Generally we aim to meet the objective that no household should pay in excess of 50% of their net household income on housing costs (rent including other charges owed to Hyde).
- 10.4 We will look at the applicant's monthly income with the monthly rent for the property they are interested in using the DWP's 'entitled to' calculator. If their outgoings are more than 50% of their income, we deem the property is not affordable.
- 10.5 If an applicant's initial assessment is between 50% and 55% of their income, an additional affordability assessment will be made by the Hyde Pay team. The aim of this assessment is to ensure that an applicant is receiving all the welfare benefits they are entitled before their application is rejected.
- 10.6 We have set minimum essential expenditure amounts for standard out-goings, which are set out below. These amounts have been set to ensure an applicant can afford to sustain their tenancy and property as well as their well-being.

Minimum Essential Expenditure Amounts (Source: Hyde Welfare Reform Project Group – April 2017)				
	0-1 bedroom	2 bedrooms	3 bedrooms	4+ bedrooms
Food and housekeeping	£130 per person per month			
Water and sewage	£30 per month	£30 per month	£45 per month	£45 per month
Gas and electric	£61 per month	£70 per month	£100 per month	£115 per month

- 10.7 If an applicant fails our affordability test, we may still agree to grant a tenancy if they can demonstrate that moving to our home would reduce their housing costs. We will take into account any entitlement to housing benefit and the applicant's current circumstances in making a decision to proceed with an offer of accommodation.
- 10.8 Applicants will pass our affordability test if they are in receipt of full housing benefit or Universal Credit.

11 Lettings to Applicants under 18

11.1 Applicants under 18 years old are unable to hold a legal interest in land and are therefore not able to hold a hold a tenancy. Applicants under 18 years old can hold an equitable tenancy which should be in the name of a legal guarantor up until the age of 18. The legal guarantor cannot be a Hyde Group member of staff (i.e. a 'representative of the landlord') and should usually be a family member or social worker.

- 11.2 We will only grant an equitable tenancy to an applicant under 18 years old if they:
- Are a child successor with a contractual right to succeed to a tenancy; or

- Are 16 or 17 years old and have been nominated to us by a local authority and have a suitable legal guarantor and support plan in place.

12 Housing Sex Offenders and Dangerous Offenders

- 12.1 The former Housing Corporation regulations required that registered providers give reasonable assistance to local authorities in the rehousing and rehabilitation of sex offenders and dangerous offenders.
- 12.2 High-risk offenders subject to a multi-agency public protection arrangement (MAPPA) have to register with the local police who will carry out a risk assessment. Local authorities will then be able to confirm that they have investigated the risks associated with re-housing the applicant, and demonstrate that the home and area is suitable before a nomination is made. In addition the local authority will need to provide:
- A detailed risk assessment and details of a support and/or supervision package together with any monitoring arrangements
 - Contact details of members of the inter-agency risk management panel including the police, for easy access should a problem arise during the tenancy
- 12.3 We reserve the right to reject nominations if we consider that an applicant's support needs make them unsuitable for the home being offered to them.
- 12.4 As a general guide, no shared access properties are considered suitable for sex offenders or dangerous offenders including property conversions where communal space exists up to the front door.
- 12.5 The property offered must have its own front door.
- 12.6 Sheltered and supported accommodation is not usually considered suitable. However, a minority of specialist schemes may have effectively trained staff and support in place to accommodate sex offenders or dangerous offenders appropriately. In such cases the Lettings Advisory Team Leader will make an assessment based on the individual circumstances.
- 12.7 This is a sensitive area and one that generates a lot of media attention and public concern. We will balance the housing rights of the offender with public concerns and the safety of the local community.

13 Local Lettings Plans

- 13.1 We will work with local authority partners to develop local letting plans to help create strong, sustainable communities. This includes homes which are subject to S106 agreements as well as those which are not. This may also apply to both new and existing communities.
- 13.2 A local lettings plan may take priority over the local authority's nomination agreement and this will be made clear in the CBL advert for that property. A copy of the local lettings plan will be made available to the relevant local authority and prospective and current tenants.

14 Exclusions

- 14.1 In exceptional circumstances we will reject applications for re-housing. In doing so, we will be fair and transparent in our decision making process and demonstrate our reasons for rejecting an applicant. Grounds for rejection include (but are not limited to):

Eligibility for Housing

- 14.2 If a person is subject to immigration control or is a person from abroad, unless they meet the criteria of the 'habitual residence test' as defined in s.161 of the Housing Act 1996 and the allocation of housing regulations 1996(s1 1996 no:2753) as amended by the Homeless Act 2002. It is the local authority's responsibility to ensure a nominated applicant is eligible for rehousing.

Affordability

- 14.3 If an applicant fails our affordability test (see Section 10), we may reject the application.

Anti-social Behaviour, Harassment or Domestic Abuse

- 14.4 If the applicant or a member of the applicant's household or guests or visitors to the property have been perpetrators of anti-social behaviour, harassment or domestic abuse (including the previous eviction of an applicant or a member of their household) we will reject the nomination. Action, we will use to determine this includes (but is not limited to):
- The service of a Notice or the extension of a starter or introductory tenancy within the preceding two years; or
 - An injunction, Closure Order, Suspended Possession Order or Possession Order or criminal conviction relating to behaviour / activity in the locality of the previous tenancy address) within the preceding five years.
- 14.5 Any decision to reject an applicant will be made on a case by case basis.
- 14.6 If the applicant or a member of their household poses a threat to the community (Hyde may take advice from other agencies, such as the Police, probation or social services).

Rent Arrears

- 14.7 We would normally expect all current and former rent and sub-accounts of the applicant to be clear before making an offer of alternative accommodation to them (including payment of any debts previously written off by Hyde). All exceptions will be reviewed on a case-by-case basis and **may** include:
- Where there is an evidenced and serious risk of harm (for example, harassment, hate crime or domestic abuse) and this would be alleviated by a move
 - Where the applicant has significant support, health or housing needs that could not be met in their current accommodation but will be in the proposed property
 - Where the arrears are entirely due to an outstanding housing benefit claim and the tenant has provided comprehensive evidence that they are entitled to housing benefit for the period in question and that once the housing benefit is paid the arrears will be cleared in full
 - Where a move would allow Hyde to deliver its housing management or maintenance functions more effectively
 - If the applicant has maintained a satisfactory repayment agreement over a period of at least 6 months and under the terms of that agreement, all debts would be cleared within a maximum two-year period. However, if the applicant was evicted by Hyde due to arrears of rent, this exception will not apply and we will expect payment in full before making an offer of alternative accommodation.
- 14.8 Where we agree to offer a tenancy to an applicant that owes any money to Hyde, a clause

will be written into their new tenancy agreement creating a contractual obligation to clear the debt, according to an agreed repayment schedule.

- 14.9 Should a statutory home loss payment, decoration allowance or any other payment or compensation be due, we reserve the right to offset the payment against any debt to Hyde, including any debts or recharges identified on the applicant's current Hyde home once they have moved.

Breaches of Tenancy

- 14.10 If the applicant is in breach of their current Hyde tenancy conditions we will reject the application. All breaches must be rectified prior to an offer of alternative accommodation being made. For example:

- Any damage must be rectified to Hyde's satisfaction
- The property must be in a lettable condition (save for the completion of any repairs and safety checks that are Hyde's responsibility)

Outstanding Notices

- 14.11 An applicant with any outstanding Notice of Seeking Possession (NOSP) may be rejected by Hyde. However, all applications will be reviewed on a case-by-case before an applicant is rejected.

Evicted Tenants

- 14.12 We reserve the right not to house any applicant who was previously evicted from either a Hyde Group property or that of another social or private landlord.
- 14.13 We will review each applicant on a case-by-case basis to establish whether the factors that led to the previous eviction remain an issue.
- 14.14 If we decide that the factors are still an issue, we will reject the applicant.
- 14.15 If we decide the factors are no longer an issue and the applicant is capable of sustaining a new tenancy we may choose to rehouse the applicant.

Inadequate or Incorrect Information

- 14.16 If a local authority has not supplied sufficient information to allow us to identify any potential risk posed to staff or the community in which the property is located, or not supplied a detailed risk assessment and support/supervision package together with any monitoring arrangements for known sex offenders, we will reject the nomination.
- 14.17 If the applicant or local authority has not provided us with requested information or evidence within a defined period, we will reject the nomination.
- 14.18 If information provided by the applicant in respect of their application is deemed to be inaccurate, fraudulent or incomplete, we will reject the nomination.
- 14.19 If the applicant(s) or their households' circumstances have changed since their housing application and they are no longer eligible for housing or the property for which they are being considered, we will reject the nomination.

Sustainability

- 14.20 We may decline to offer accommodation where there is evidence to suggest that the tenant would not be able to sustain the tenancy. For example:
- The applicant(s) have significant support needs or other health issues and there is no

(or an insufficient) care or support plan in place prior to the tenancy commencing and the lack of such provision would, in our view, negatively affect the applicants' ability to sustain the tenancy or move into the property at the commencement date

- The applicant(s) have support needs and have refused, or failed to engage with, help from external agencies and the lack of such provision would, in our view, negatively affect the applicants' ability to sustain the tenancy or move into the property at the commencement date
- The applicant(s) or a member of their household has specific requirements (current or anticipated) that cannot be met. For example, a disabled adaptation or adjustment that cannot be practicably implemented at the property in a reasonable period of time or at a reasonable cost or a property that is otherwise unsuitable in the view of a healthcare or social services professional.
- The applicant(s) have failed a Hyde Group Starter Tenancy within the last two years
- If after carrying out an assessment of an applicant's circumstances, the Association feels that the tenancy would be unsustainable due to the applicant's inability to afford the property. Such a decision would only be made after a full assessment of the applicant's financial circumstances, including a trial benefit calculation.

14.21 A Tenancy Risk Assessment will be carried out during the household application process by the Lettings Advisor, prior to offering a tenancy. Where a risk is identified but no care or support plan is available, we may reject an applicant.

Homeowners

14.22 Hyde will not normally house applicants who own their own home (excluding mobile homes, caravans and canal boats) although exceptions can be made depending on the circumstances of the individual or individuals involved.

14.23 Paragraph 14.26 below lists those circumstances where Hyde would consider housing someone with a legal interest in a property. This list is not exhaustive and the Empty Homes & Lettings Officer will exercise discretion.

14.24 It should be noted that in most instances the homeowner being nominated for social housing should be taking steps to remove their interest in the property (although as discussed below this is not mandatory in certain circumstances).

14.25 If appropriate, tenancy agreements should be tailored to individual circumstances such as where Hyde is letting a property on condition that the homeowner sells their property. Advice on tailoring tenancy agreements in this way should be sought from the Policy & Compliance team or the Legal Services team.

14.26 The circumstances where Hyde will consider housing a homeowner include (but are not limited to):

- Where a property has become unsuitable due to a disability on the part of the homeowner and the homeowner is unable to make the necessary changes to their property.
- Cases of domestic violence where it is not appropriate to contact the perpetrator to organise a sale or to remove a name from the deeds.
- Where the homeowner is unable to sustain their home due to a change in circumstances (including relationship breakdown, illness or loss of job) and is in the

process of selling their home.

- Where the applicant is a joint homeowner who has been left unable to sustain their home due to the disappearance of their co-homeowner and who is unable to do anything because of an insistence by a mortgage lender of needing two signatures.
- Where the applicant will receive less than £50,000 in equity from an upcoming property sale.
- Where Hyde wishes to let a vacant hard-to-let and/or uneconomical property on a short-term basis to protect revenue before carrying out improvement works or disposing of the property etc.

Best use of Stock

- 14.27 If after assessing the applicant's suitability for a particular home, we feel that the applicant's household make-up is not appropriate for the property and would have an impact on Hyde's ability to properly manage or make best use of its stock we will reject the nomination.

Authority to Reject a Nomination

- 14.28 Any proposed rejection of a nomination will be verified and agreed by the Lettings Advisory Team Leader.
- 14.29 Before a final decision is made to reject a nomination, the Empty Homes & Lettings Officer will contact the relevant local authority to discuss, outline and agree the grounds for rejection alongside discussing any support that may be imposed as a condition of accepting a nomination, or relevant additional information that may be available from the local authority that may influence our decision.

15 Planning Restrictions and Local Connections

- 15.1 The Hyde Group is a major developer of new affordable rented homes. Most of these are allocated to applicants on the local authorities' housing registers in the same way as other homes that become available for letting.
- 15.2 However, some homes built in rural areas may have extra rules that apply and can affect the priority of applicants. These rules are due to planning restrictions that ensure highest priority is given to people with a stronger local connection to the area (village or parish) where the homes have been built. These are known as Rural Exception Agreements.
- 15.3 The details can vary depending on the council area, but most give extra priority to applicants who live or work (or previously lived or worked) nearby or have close relatives living in the area. When these sorts of conditions apply, it will be stated in the CBL advert and applicants will be invited to contact the local authority or Hyde directly for more details.
- 15.4 The local connection conditions will usually remain in place for such a home each time it becomes empty and available for re-letting in the future.
- 15.5 The local connection condition can restrict a tenant's ability to carry out a mutual exchange. Depending on the precise terms of the agreement, the tenant may only be able swap with another tenant living within the same village or town.

16 Overcrowding and Under-occupation

- 16.1 We will never knowingly let a property where doing so would lead to overcrowding of the household from the start of the tenancy. Hyde will refer to the household and property size

guidelines set out in Section 5 of this policy in making such decisions. If it is felt that a property is too small for a nominated household the local authority will be informed and clarification sought.

- 16.2 Under occupation is defined as being where one or more bedrooms in a property are not regularly used by members of the household as bedrooms. As set out in Section 5 of this policy, Hyde will usually try to ensure that any lettings make best use of the property and that under occupation does not occur from the start of a tenancy.
- 16.3 In certain circumstances, for example, where local lettings plans are in place, Hyde may decide to let properties to households where doing so will result in under occupation. In such cases it should not result in the under occupation of the property by more than two bedrooms.

17 Immigration Status

17.1 We will house applicants who have permanent leave to remain in the UK. The following documents must be seen prior to offering a property:

- A copy of their passport;
- A copy of the documents they sent off with an application to renew their leave to remain with the receipt from the UKBA; and
- Immigration Status document they were given with the asylum decision; or
- Letter from the UKBA or Home Office confirming eligibility; or

Tenancy Offer for an Applicant with Limited Leave to Remain

- 17.2 We will offer a 12-month fixed-term starter tenancy followed by a two-year fixed-term assured tenancy to an applicant with limited leave to remain where the right to remain exceeds 18 months or more.
- 17.3 At the end of the fixed-term period, the applicant's immigration status will be reviewed again and a new two-year fixed term tenancy may be offered.
- 17.4 In order to achieve sustainable communities, we reserve the right to refuse accommodation to applicants with limited leave to remain where:
- The right to remain is less than 18 months; or
 - The applicant has no recourse to public funds
- 17.5 Any offer of accommodation to an applicant with limited leave to remain will be regarded as a non-secure housing by The Hyde Group and cannot be used to prove an applicant's permanent settled status in the UK for benefit entitlement or UK residency or British citizenship.

18 Right to Rent Document Checks – Immigration Act 2014

18.1 Hyde is aware of the duties deriving from immigration legislation including the Immigration Act 2014. Where the Immigration Act 2014 applies, we will follow the [Right to Rent - Immigration Checks: Landlords' Code of Practice](#) unless the agreement is excluded i.e.:

- If an applicant is being nominated by a local authority and the applicant already holds a social or affordable tenancy; or
- If an applicant is being nominated to Hyde by a local authority under its statutory duties

and we have already considered their immigration status as above.

18.2 Hyde acknowledges its duties under the code are principally to:

- Conduct initial right to rent checks before authorising an adult to occupy rented accommodation;
- Conduct follow-up checks at the appropriate date if initial checks indicate that an occupier has a time-limited right to rent, and;
- Make a report to the Home Office if follow-up checks indicate that an occupier no longer has the right to rent.

19 Rent Setting and Payment on Time

19.1 We will determine whether an empty property is to be advertised as a social rent, affordable rent or intermediate market rent (direct lettings only).

19.2 Rents will be set in accordance with Hyde's Rent Setting Policy. Our Rent Setting Policy complies with the conditions of any agreement with grant providers or the Home & Communities Agency regulatory requirements.

19.3 Social rent will be equal to the LETRATE (target) rent plus service charges. This will be capped at the relevant Local Housing Allowance (LHA) if this is lower.

19.4 Affordable rents may be up to 80% of the market rent, including service charges or capped at the relevant LHA if this is lower.

19.5 Alternatively, we may set Affordable Rents at above LHA based on a risk assessment by the Business Development Team in accordance with Hyde's Affordable Rent Policy.

19.6 Rents are typically charged on a weekly basis, falling due weekly in advance each Monday.

Payment on Time

19.7 By signing a Hyde Group tenancy agreement, an applicant agrees to 'pay the total rent and all other charges due on the first day of each period when it is due'.

19.8 To ensure payments are made on time, every time from the start of a tenancy, the applicant must make a payment at sign-up and set-up ongoing payments in accordance with Hyde's Income Policy and procedures.

19.9 The amount to be paid at sign-up will be determined by how often the applicant chooses to pay their rent i.e. weekly or monthly:

- Rent paid weekly – one weeks rent to be paid.
- Rent paid monthly – one months' rent to be paid.

19.10 If the applicant is in receipt of benefits, one week's rent should be paid at sign up. After the first payment, further payments must be made as part of a regular payment agreement to ensure that the new tenant's account does not accrue arrears from the start of the tenancy.

19.11 If no payment is made by the applicant at sign-up, we may refuse to grant the tenancy and reject the application.

19.12 For applicants in receipt of full housing benefit or Universal Credit, Hyde will request that a Direct Debit is set-up at sign-up to ensure that the rent is paid in line with the conditions set-out in the tenancy agreement.

20 Minimum Lettable Standard

- 20.1 We will let properties in accordance with Hyde's Minimum Lettable Standard.
- 20.2 We reserve the right to complete non-urgent repairs with the new tenant in situ and will agree a deadline for completion of these repairs with the new tenant when they take on their tenancy.

21 Tenancy Start Date

- 21.1 Hyde tenancies run from Monday to Sunday. We will provide applicants with a projected ready-to-let date at the earliest opportunity. However, this date may change if, for example, the tenant does not move out on time or further works are required to bring the property up to the minimum lettable standard.
- 21.2 In exceptional circumstances, we may withdraw an offer of accommodation. For example, if the applicant is found to fall within an excluded group (see Section 14) or if the tenant decides not to leave their home.
- 21.3 We expect applicants to take up their tenancy on the proposed tenancy commencement date, irrespective of any personal commitments or circumstances. It may be possible for new tenants to delay moving into their new Hyde home for a short period, but rent will be payable from the commencement of tenancy date irrespective of whether or not the tenant has moved in. Housing and council tax benefit cannot normally be claimed prior to moving in.

22 Rejection of an Applicant

- 22.1 We may choose to reject an applicant where it has been deemed they have failed to meet the eligibility criteria or are in breach of one or more of the grounds for exclusion.
- 22.2 However, no applicant will be automatically excluded should they 'fit' one of these defined categories. In all cases, the applicant's housing need and circumstances will be judged on their own merit and on an individual, case-by-case basis. Reasonable attempts will be made to resolve any factors that could lead to ineligibility before an applicant is rejected, balanced with Hyde's need to reduce void loss. It may also not be possible to hold the property whilst any factors are being resolved.
- 22.3 If a decision is made to reject the nomination of an applicant, we will notify the nominating local authority (or other agent) by email, stating in detail the reasons for the rejection.
- 22.4 If it is discovered that an offer of accommodation has been given based on inaccurate, fraudulent or incomplete information that offer may be withdrawn and the nominating local authority (or other agent) notified in writing.

23 Refusal by an Applicant

- 23.1 A reasonable offer of accommodation by Hyde is one where it is considered to meet the stated size and access requirements of the applying household.
- 23.2 The consequences of an applicant refusing an offer of accommodation made by the Hyde Group will vary depending on the local authority's allocation policy.
- 23.3 If an applicant refuses an offer of accommodation, we will advise them of the consequences of their refusal, either by Hyde or by the local authority that provided the nomination.

- 23.4 Where an applicant has refused an offer of accommodation, we will record the reason for the refusal in Northgate – Allocations in order to help identify any underlying problems with Hyde’s stock, the Allocation & Lettings Policy or other processes being applied.
- 23.5 Applicants who refuse two or more offers of accommodation by the Hyde Group, will not be accepted as a future nominee

24 Complaints and Appeals

- 24.1 An applicant who is dissatisfied with Hyde’s service may make a complaint in accordance with Hyde’s Complaints Policy.
- 24.2 An applicant who is dissatisfied with a policy decision may appeal against our decision using the process set out below.
- 24.3 An applicant who is dissatisfied with the service provided by the local authority or a policy decision made by them must direct their complaint or appeal to the local authority, in accordance with the local authority’s complaints policy.
- 24.4 Whilst an appeal is being considered by a local authority or Hyde, we will not hold the property until the outcome of the appeal has been decided.
- 24.5 Depending on the outcome of the appeal, Hyde may accept a future nomination from the same applicant, as each nomination is considered on its merits. However, if a future nominee has been previously rejected by Hyde and the factors that determined our decision are still an issue, we will reject the applicant.

Appeals Process

- 24.6 The applicant should first contact the Lettings Advisor who dealt with their application to discuss the reasons for our decision.
- 24.7 If the applicant is still unhappy, they can appeal within 10 working days of the decision to the Lettings Advisory Team Leader.

25 Monitoring, Review and Evaluation

- 25.1 This policy and connected procedures will be reviewed by Hyde’s staff and in some cases residents as a minimum [every 3 years] or in response to regulatory changes.
- 25.2 Risk A policies will be subject to an annual health check. The review will ensure that all operational, strategic and regulatory changes are compliant and that the policy is reflective of the Landlord Services on offer.
- 25.3 Landlord Services maybe be subject to a STAR self-assessment.

26 Diversity and Inclusion

- 26.1 The Hyde Group will treat all tenants with fairness and respect. We recognise that we have an ethical and a legal duty to advance equality of opportunity and prevent discrimination on the grounds of age, sex and sexual orientation, disability, race, religion or belief, gender reassignment, pregnancy and maternity, marriage and civil partnership.
- 26.2 Diversity and inclusion training is mandatory for all staff.

27 Equality Analysis

- 27.1 We have completed an equality analysis for this policy as part of our overarching Tenancy Management Policy. Where tenants have any specific access or communication needs we

will address these in accordance with Hyde's Communicating in Accessible Formats Policy and Procedure.

Version History

Version no.	1.0	Effective date:	May 2017
Full/partial review/new policy:	New Group policy to include new guidance on nomination agreements, direct lettings outside of nomination agreements and lettings to under 21's and under 35's and updated guidance on property and household size, eligibility, exclusions, and affordability assessments.		
Brief summary of changes:	N/a		
Staff consultation:(teams):	Property Services, Resident Services, Hyde Pay, Hyde Foundation, Empty Homes & Lettings Team		
Resident consultation:	The Oak, HRV Policy Sub-Group		
Signed-off by:	Operations Management Team		
Date Published:	May 2017		
Author of Policy:	Karen Birch – Policy & Compliance Advisor		
Policy & Compliance Business Partner:	Karen Birch – Policy & Compliance Advisor		
Policy owned by (Directorate):	Head of Empty Homes & Lettings (Resident Services)		
Policy applies to:	All registered providers of the Hyde Group, except PFI and Brent Co-efficient.		