



"Offering our community more than a home"

Lodgers policy – Final

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CHA Objectives:

- To provide quality, affordable housing that meets the changing needs of our customers and to ensure fair access to housing within our area.
- To manage the houses provided, in a professional and cost effective manner, for the benefit of our local community and the environment.
- To provide a first class maintenance service which offers value for money and ensures the comfort and safety of our residents while achieving high levels of satisfaction

Regulatory Standards:

- The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.
- The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these objectives.
- The RSL manages its resources to ensure its financial well-being and economic effectiveness.
- The governing body bases its decision on good quality information and advice and identifies and mitigates risks to the organisation's purpose.

This policy can be made available on request in a variety of different formats, such as on tape, in large print and translated into other languages.

1. Introduction

This policy should be read in conjunction with our Allocations Policy.

Tenants may apply to the Association to take in a lodger for a variety of reasons e.g. financial hardship or not wanting to live alone.

Wherever possible, the Association should be supportive of a tenant's application to take in a lodger. Tenants will be notified of the Association's decision within 28 days of the date of application.

For the purposes of this policy a lodger is someone who hires the use of one or more rooms, or part of a room, and who has a formal financial arrangement with the tenant. This agreement may include additional services such as provision of meals.

A lodger application is only appropriate where the tenant is remaining resident in the property. Where the tenant intends to be absent then the Association's Subletting Policy will apply.

Family members are not normally considered to be lodgers. The tenant is therefore free to offer permanent accommodation within his home to members of his family providing no overcrowding is caused. The definition of family member is as specified in the Housing (Scotland) Act. It includes the following:

Spouse, Parent, Grandparent, Child, Grandchild, Brother, Sister, Uncle, Aunt, Nephew or Niece.

The above also recognises half blood relationships and step children/parents/siblings.

2. Equal Opportunities

The Association aims to be non discriminatory in its policies and practices. We aim to promote equal opportunity by the prevention, elimination or regulation of discrimination between persons on grounds as laid out in the 2010 Equality Act. We recognise the nine groups as laid out in the act and full details can be found in our Equal opportunities Policy.

3. Reasons for Application Refusal

A refusal will only apply where it is considered reasonable to refuse. Reasons for refusal are as follows:

- If the tenant has had a legal notice of proceedings served on them for breach of a condition of their tenancy agreement or
- If an order for recovery of possession has been granted against the tenant or
- If overcrowding would result and the occupier would be guilty of an offence under section 139 of the 1987 Act or
- If it appears to the landlord that a rent considered to be more than a reasonable rent would be charged by the tenant or

- If it appears to the landlord that a deposit, returnable at the termination of the contract charged by the tenant is unreasonable or
- If the landlord plans to carry out works to the house or building which are likely to affect the part of the house the lodger would reside in or
- If the prospective lodger has former tenant arrears which have accrued in the previous 5 year period and equal at least one months rent and no payment arrangement has been made or an arrangement has not been adhered to for at least a continuous 3 month period or
- If the application cannot be processed until further information is received and this will not be available within a 28 timescale or
- If the prospective lodger has a history of anti-social behaviour they must provide supporting documentary evidence from a professional source stating that they are unlikely to commit further anti-social acts and support is or has been provided or
- If the prospective lodger refuses permission for former tenant tenancy references to be sought.

4. **Conditions**

- All applications must be made in writing and signed by the tenant. Applications should be made on the standard form and if agreed consent must be given in writing.
- Both parties will be required to complete standard forms relating to the lodging agreement.
- In the case of joint tenancies both/all parties must be in agreement and have signed the formal request for permission.
- The tenant will be required to provide the lodger with an occupancy agreement which is approved by the Association. This should include references to rent and other charges, behaviour expected, duties to be carried out and the length of notice to be provided by the tenant to the lodger in relation to terminating the lodging agreement.
- In deciding if a charge is reasonable, as a guide the accommodation being used by the lodger must be assessed e.g. in a 5 apartment house where a lodger has sole use of a bedroom and shares all other public rooms a charge of 2/5 of the rent plus council tax would be acceptable. This can be subject to a further amount in respect of gas, electricity, meals or any other services provided. The proposed charge must be approved by the Housing Officer.
- Both parties will be required to make an appointment with the Association so that they are aware of their rights and responsibilities. In particular the tenant should understand that their responsibilities as the tenant do not change with regard to responsibility for rent payments and the other obligations within the tenancy agreement. If applicable the tenant should be made aware of their responsibility to notify WDC Housing Benefit section of any changes in their household.
- The tenant should also be aware that if the application is accepted, the lodger will be a qualifying occupier in any future action the Association may take against the tenant and will therefore be entitled to know of any such action.

- The lodger should be aware that they do not have any rights in regard to the tenancy in relation to succession. They should be aware that they have responsibilities to ensure they pay rent to the tenant and not to behave in an anti-social manner.
- Both parties should be made aware that the rent cannot be increased by the tenant without the prior approval of the landlord.
- So long as the tenant and lodger are both benefiting from the agreement, and there have been no breaches of tenancy, the lodging agreement will be allowed to continue. If any breach of tenancy occurs the Association can instruct the termination of the agreement. If necessary the tenant will be interviewed to discuss the circumstances involved before a decision is made. The responsibility of ensuring the lodger leaves in this instance lies with the tenant, and failure to do so may result in further action.

5. Short Scottish Secure Tenants

The same criteria as above should be adhered to. The only exception is with regard to the length of the lodging agreement. The remaining tenancy period will be taken into consideration when considering an application.

6. Exceptional Circumstances

Each case will be determined on its own merits therefore in exceptional circumstances we have the right to grant an application for a lodger notwithstanding that in the ordinary course of events the Association would reasonably refuse such an application.

7. Right of Appeal

Any applicant aggrieved by a refusal can appeal to the Housing Services Sub-Committee. A tenant who is aggrieved by a refusal may raise a court action. In these cases the court will order the landlord to consent to the application if it considers the refusal unreasonable.

8. Policy Review

This policy will be reviewed every five years, or sooner if changes in legislation dictate.

9. References/Legislation

Housing (Scotland) Act 2014

The allocation of social housing in Scotland is governed by the provisions within the Housing (Scotland) Act 1987, as amended by the Housing (Scotland) Act 2001 and again by the Housing (Scotland) Act 2014. The legislation sets out the principles that should guide the practice of social landlords in relation to holding and managing a housing list, the extent to which circumstances and needs should be assessed and the applicant characteristics that should be prioritised in the assessment of housing need.

The Housing (Scotland) Act 2014 changes certain aspects of the law on social housing allocations and management:

- The Right to Buy was abolished for all social housing tenants in Scotland by this Act.
- The Act also made changes to allocation rules for social landlords, to increase flexibility and allow them to make best use of their stock.
- The Act also allows landlords to issue Short Scottish Secure Tenancies (Short SSTs) to address anti-social behaviour.

The other legislative provisions surrounding the allocation of social housing in Scotland relate to meeting the needs of homeless households set out in the Housing (Scotland) Act 2001 and Homelessness etc. (Scotland) Act 2003.

There is also a framework of rights based legislation which influences the allocation of housing and with which the housing association must comply with. These are:

- Human Rights Act 1998;
- Data Protection Act (Incorporating GDPR) 2018;
- Matrimonial Homes (Family Protection) (Scotland) Act 1981;
- Children Scotland Act 1995;
- Civil Partnership Act 2004;
- Immigration & Asylum Act 1999;
- Protection from Harassment Act 1997;
- Domestic Abuse (Scotland) 2011;
- Management of Offenders etc. (Scotland) Act 2005;
- Equality Act 2010; and
- Adult Support & Protection (Scotland) Act 2007

Housing (Scotland) Act 2001 Part 2 Section 32

Housing (Scotland) Act 2001 Part 2 Section 9 (1)

Housing (Scotland) Act 2001 Part 2 Section 10 (4)(a)

Housing (Scotland) Act 2001 Part 2 Section 10 (4)(b)

Housing (Scotland) Act 2001 Schedule 5 Part 2

SFHA Housing Act Implementation Bulletin 13

CIOH Housing (Scotland) Act 2001 a Guide for Housing Professionals

SEDD Circular 6/2002 Housing (Scotland) Act 2001 Scottish secure & Short Secure Tenancy

2010 Equality Act

2014 Housing (Scotland) Act

10. Equalities impact assessment

The equalities impact assessment as contained in our Allocation Policy applies to this policy. Full details can be found within the Allocations policy itself, which is available from our website or from our office.

For office use only – Actions

Customer Consultation Required/Arranged	No/No
Intranet Update	Yes
F Drive Update	Yes
Website Update	Yes
Leaflet change required?	No
Newsletter Promotion?	No
Other information updated, e.g. posters, automatic email responses, post cards, answering machine messages, etc.	No