

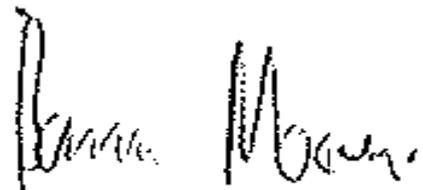
# Lettings

## Policy & Procedure

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## 1.0 Lettings Policy

Housing & Care 21 will let homes in a fair, transparent and efficient way to older people of modest means.

Whilst the lettings on some Courts may be made to people of a minimum age of 55 years, we will individually assess in respect of each court where it is appropriate to increase the minimum age to as much as 65 years.

We will allocate our vacancies on the basis of the date that an application was made and will take into account the housing needs and aspirations of residents and potential residents.

We shall ensure that our lettings;

- make the best use of available housing
- are compatible with the purpose of the housing
- contribute to local authorities' strategic housing function and sustainable communities

We shall ensure that the process of how to apply is clear, how our decision making works and any appeals processes.

We may delegate some or all of these responsibilities to a third party.

## 2.0 Lettings Procedure – Objectives and Priorities

We are committed to the following objectives in letting our properties:-

- To let properties quickly and appropriately, minimizing the number of empty properties and maximizing rental income.
- To let homes whilst giving applicants as much choice as possible, with the aim of housing people where they want to live to maximise their satisfaction.
- To ensure effective and best use of our stock.

- To enable access to appropriate accommodation to those in the greatest need of housing.
- To work with local authorities to meet housing needs and improve customer care.
- To contribute to creating and maintaining sustainable communities.
- To provide good quality homes to a good lettable standard.

We intend to let our homes in the following order:

1. Priority applicants (as agreed via the Exceptions Panel based on health priority need / homelessness);
2. Local Authority nomination obligation. Each Local Authority Partnership Agreement confirms the percentage of units which can be relet directly by us, or must be notified to the Local Authority for their nomination. For example, if the agreement confirms 50% / 50% each party will take it in turn to relet a vacancy.
3. Direct applicants / transferring applicants (waiting list based on application date order).

Applications will be considered from applicants who intend to use the property as their only and main home. For retirement housing at least one of the applicants must meet the court specific age eligibility criteria. Exceptions to this include applicants marginally under the scheme eligibility age and will be judged eligible for retirement housing by the Exceptions Panel, and at the discretion of the Retirement Housing Manager. Applicants must also be in a proceedable position and able to move within 6 months' of application.

We work in partnership with local authorities to allocate many of our homes through nominations agreements. This enables local authorities to nominate suitable applicants for our properties from their housing waiting list. We participate in local authority Choice Based Lettings Schemes (CBL) where it is mandatory or cost effective for us to do so. We have some CBL schemes which require just one cycle of advertising after which we can allocate from our own waiting list. Please refer to each individual Nomination Agreement for confirmation.

Applicants that are nominated by Local Authorities must also complete our application form (in conjunction with the LA assessment) which confirms additional information about the applicant which is omitted from other assessments. The Lettings Team will not produce a tenancy without the required supporting documentation.

Applicants will be treated fairly and in accordance with our date order waiting lists. The applicable date will be the date the application is signed and will be used for positioning on the waiting Lists.

Applications from previous sex offenders will be required to submit a risk assessment, obtained by the Lettings Officer, from the local Public Protection Panel or via the Probation Service. The formal risk assessment gives details on how likely the applicant is to cause harm and in what circumstances. It is the responsibility of these agencies to advise that the individual is on the Sex Offenders register. If no risk assessment is made available, the application will be rejected. The application will also be rejected if:-

- The applicant is registered under the Sex Offenders Act 2003 or is subject to a Sex Offender Order under the Crime & Disorder Act 1998 and their risk assessment shows there is a moderate or high risk to older people;
- If there is high incidence of children visiting the court on a regular basis. If the risk assessment shows moderate or high risk to children;
- If the location of the court is close to a school playground and the applicant has been convicted of offenses against children.

Where a concern is raised by the Court Manager or Lettings Team that an applicant may not be suitable, the concerns must be discussed with the Retirement Housing Manager and references sought.

## 2.1 Obtaining References

Applicants for our properties are required to complete our application form, regardless of nomination. If during the application stage we believe that we need more information regarding an individual's suitability for our housing, we may request a reference from the

applicant's previous / current landlord or other agencies as appropriate. Upon request, the Lettings Officer will obtain a reference, and applications will be deferred until receipt.

## 2.2 Extra Care Applicants

Housing & Care 21 Extra Care schemes are allocated through joint allocation panels which includes Housing & Care 21 and the Local Authority; in the majority of cases Local Authorities have 100% nomination rights. Due to Extra Care being a care and housing offer, ideally applicants will have a care need, however eligibility will vary dependant on local allocation policies.

Extra Care enquiry details are captured on an 'initial enquiry' form by the lettings team; this is then passed over to the Extra Care Court Manager to assess and process through their local allocations panel. In some cases the allocations panel may fail to nominate residents in a timely manner, where this occurs Housing & Care 21 can nominate outside of local allocations panels. It is important that the names picked up following the initial enquiry are captured and placed on an 'expression of interest' list in order to self nominate where allocations are not being met. It is always important to refer to local nomination agreements to ensure where we are self nominating we are not in breach of contractual agreements.

Applications for new developments are captured by the Lettings Team on an "expression of interest" form and saved on the G drive for the specific new scheme. Prior to completion, the Extra Care Court Manager reviews the list and contacts those who meet the eligibility criteria.

## 2.3 Grounds for Refusing an Application

When an application is refused, the outcome will be recorded on the “Refusal of Application” record and the applicant informed accordingly. If an applicant is not satisfied with the decision there is the right of appeal to the Head of Retirement Housing Manager, which must be presented within 14 days’ of the refusal being communicated. This is the same process in relation to Exception Panel decisions (below).

Applications are normally refused for the following reasons:-

- The applicant is unable to live on their own without support and not willing to permit suitable support arrangements being put in place;
- Are not eligible for housing in the UK;
- Who have a conviction for an offence incompatible with living in a retired housing environment, or general needs housing in some cases;
- The applicant or any member of the applicant’s household has an *unspent* criminal conviction in accordance with the Rehabilitation of Offenders Act 1974 (updated March 2014) (please see Addendum for further details);
- The applicant is registered under the Sex Offenders Act 1997 or is subject to a Sex Offender Order under the Crime & Disorder Act 1998 and their risk assessment shows there is a moderate or high risk to older people;
- Have been evicted from any other retirement or general needs housing due to rent arrears; anti social behaviour, damage to property or any other non-compliance with tenancy conditions;
- Are not in a proceedable position within the next 6 months;
- Currently have rent arrears;
- Are unable to pay rental charges, or who are unable to pay via Direct Debit at the time of tenancy offer;
- Have had action taken against them for causing a housing related nuisance to others;
- Who would not be using the tenancy as their principle home;
- Who have refused three reasonable offers of accommodation (restricted from applying for a further 6 months’ after removal);
- Who have given false information;

- Hold an Ancestral Visa (which provides entry to the UK for common wealth citizens who have a grand parent born in the UK who wish to work without public funding);
- False statements made when a property is obtained fraudulently;

### **Housing of employees, Board Members and ex employees or ex Board Members**

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

### **Housing of relatives of employees and Board Members**

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

### **Offers of housing**

To ensure that we can demonstrate impartiality, all such offers of housing are required to be approved by the Director of Retirement Housing (or in the event of a conflict of interest, the Chief Operations Officer).

## **2.4 Criminal Convictions**

Where there is an unspent conviction, we will consider an applicant as ineligible where there is reason to believe that the person with the unspent conviction (whether that is the applicant or a member of the applicant's household) is likely to pose a risk to their household, neighbours or the wider community.

The rehabilitation period (the length of time before a caution or conviction becomes spent) is determined by the type of disposal administered or the length of the sentence imposed. Rehabilitation periods that run beyond the end of a sentence are made up of the total sentence length plus an additional period that runs from the end of the sentence, which we have called the 'buffer period'. Other rehabilitation periods start from the date of conviction or the date the penalty was imposed.

<b>Sentence/disposal</b>	<b>Buffer period for adults (18 and over at the time of conviction or the time the disposal is administered). This applies from the <u>end</u> date of the sentence (including the licence period).</b>
Custodial sentence* of over 4 years, or a public protection sentence	Never spent
Custodial sentence of over 30 months (2 ½ years) and up to and including 48 months (4 years)	7 years
Custodial sentence of over 6 months and up to and including 30 months (2 ½ years)	4 years
Custodial sentence of 6 months or less	2 years
Community order or youth rehabilitation order**	1 year

The rehabilitation periods for sentences with additional “buffer periods” which run from the end date of the sentence are shown in the table below:

<b>Sentence/disposal</b>	<b>Rehabilitation period for adults (18 and over at the time of conviction or the time the disposal is administered).</b>
Fine	1 year
Conditional discharge,	Period of the order
Absolute discharge	None
Conditional caution and youth conditional caution	3 months or when the caution ceases to have effect if earlier
Compensation order*	On the discharge of the order (i.e. when it is paid in full)
Binding over order	Period of the order
Attendance centre order	Period of the order
Hospital order (with or without a restriction order)	Period of the order

## 2.5 Applicants from Abroad or Recent Arrivals to the UK

We recognise that on occasion applications are received from abroad. This may be a UK citizen returning to the UK, a person subject to immigration control or an EU national wanting to be housed.

Applicants if unable to prove they are self-sufficient will need to complete a Habitual Residency Test (HRT) to confirm their eligibility for an income, housing benefit etc. This test is carried out by the Local Authority.

If in any doubt, it is reasonable for us to ask an applicant for proof of their ability to pay for their home prior to an offer of accommodation being made.

Usually an applicant may be deemed as habitually resident if they:

- Are a refugee;
- have lived in the UK for over 2 years' (in most cases),
- have exceptional or indefinite leave to enter and remain in the UK;
- have humanitarian protection or discretionary leave to remain in the UK;
- are a national or family member of a national of the European Economic Area who has recently been employed or self employed in the UK.

*The European Union (EU) is an economic and political union of 28 countries. It operates an internal (or single) market which allows free movement of goods, capital, services and people between member states.*

### **EU countries**

*The EU countries are:*

*Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the UK.*

### ***The European Economic Area (EEA)***

*The EEA includes EU countries and also Iceland, Liechtenstein and Norway. It allows them to be part of the EU's single market.*

*Switzerland is neither an EU or EEA member but is part of the single market - this means Swiss nationals have the same rights to live and work in the UK as other EEA nationals.*

*(Last updated: 12 November 2014)*

Persons subject to immigration control will not usually be eligible for housing unless they have been granted a refugee status. Proof of this will need to be supplied.

Persons in possession of an Ancestral Visa will not be eligible for housing as there is no guarantee that full UK Citizenship will be granted at a later date.

Applicants from abroad will need to supply us with a contact email address for themselves (if available) and contact details for friends or family in the UK (if applicable) who could act as a representative on behalf of the applicant.

If there is any doubt about eligibility the case should be referred to the Exceptions Panel for consideration.

## **2.6 Right to Appeal**

If an applicant is not satisfied with the way their application has been handled, they have the right of appeal to the relevant Head of Retirement Housing /Extra Care, which must be presented within 14 days' of a decision being communicated. This is the same process in relation to applications which have been refused based on our eligibility criteria or as a result of an exception panel decision see 3.5).

## 3.0 Practical Procedures

### 3.1 Retirement Housing - Initial Enquiries

We receive enquiries directly via the Court Managers and the Lettings Team. Applicants seeking retirement and extra care accommodation must visit the court they are interested in, before applying, to ensure the property is suitable to meet their needs. Where this is not possible, a court convenient to the applicant should be selected and the applicant advised to visit. An applicant can be placed on a waiting list without visiting a court although it would usually be in the cases of applicants living abroad who wish to take up residency within the next 6 months. The Lettings Team will also send application forms and court brochures; however, Court Managers are encouraged to also provide them on request.

If a Court Manager feels that the applicant is unsuitable, or unable to afford 4 weeks' rent in advance, a more detailed assessment / affordability check should be completed by the Court Manager to help assess an applicant's needs and to establish their eligibility (see eform "Application assessment form" – copy to be submitted with the application form to the Lettings Team).

### 3.2 Waiting List Management

Court Managers are expected to keep in contact with their top 5 applicants periodically to:-

- Confirm their application is still current;
- Update any contact details;
- Establish if they want to be removed from the waiting list;
- Invite them to visit the court or attend social events; and
- Keep them informed of any changes to court services.

The Lettings Team is responsible for removing applicants from a waiting list, upon Court Manager instruction via written confirmation why they are no longer interested in seeking accommodation. The Lettings Officers will write to each applicant, confirming their application has been removed from the court waiting list and update QL database accordingly

Applicants are also removed from court waiting lists if they have refused three “reasonable offers” or lack of response. Applicants who without reasonable explanation have made no contact to view the property; failed to turn up for the viewing or sign up meeting will also be removed.

For all other applicants, the Lettings Team will issue an annual review letter requesting the applicants to re register their interest. If there is no response within 10 days, the Lettings Team will remove the applicant from the waiting list / update QL / and review letters will be sent to “Housing Docs” scanning and archive.

### 3.3 Deferral Procedure

Upon application, those applicants indicating they are not ready to move within 6 months’ will not meet the waiting list criteria and will be informed to reapply when their circumstances have changed.

From time to time, applicants are unable to move within the required 6 months’ after registration due to restraining circumstances. To accommodate this, each applicant is able to defer for 6 months’ and then rejoin the “active” waiting list.

### 3.4 Transfer Procedure

The previous 2 years’ requirement of tenancy has been relaxed to ensure we are flexible to meet our customer requirements and choice. Existing residents with a tenancy that was signed before 2009 are required to pay 2 weeks’ rent in advance when transferring to meet the 4 weeks’ advanced payment. Post 2009 residents will have paid 4 weeks’ in advance and are not required to pay this again when transferring. Residents on a starter tenancy are not permitted to transfer until their tenure has converted to an assured tenancy (after the initial 12 month period).

The eligibility criteria for an internal transfer are as follows:

- The resident must have no outstanding rent, court costs or rechargeable debts;
- The home being vacated must be left in a clean condition and in good repair, including fixtures and fittings;

- Outgoing residents that leave their home in a poor condition will be re-charged for any works we do to make the property available for re-letting; including the removal of any rubbish left behind;
- The resident must be complying fully with all other requirements contained in the tenancy agreement;
- At the discretion of local management – the next one bedroomed flat can be given to an applicant who has accepted a studio on this proviso, therefore being given priority on the waiting list.

The Court Manager is required to confirm the above criteria have been met and authorise the transfer (completing the transfer form and an application form if the resident has had a tenancy for more than 1 year). The transfer form also records the current rent account number which is transferred to the new tenancy agreement. Upon receipt, the Lettings Team will process the transfer application and the resident will be placed in date order on the waiting list. Local management discretion to be used in priority need circumstances.

Court Managers and the Lettings Team should note that:

- Our secure tenants transferring to another Housing & Care 21 property will be granted a secure tenancy.
- Our assured tenants transferring to another property will be granted an assured tenancy.
- Any non Housing & Care 21 tenants (either Secure or Assured) moving into our property will be granted a starter tenancy.

### **3.5 Housing Exception Panel Operation**

We recognise that some applicants will demonstrate an urgent need for re-housing outside of the date order and property matching format. Applicants are required to have visited their chosen court(s) and have met the court manager(s), to ensure the accommodation will meet their needs. These applications will be presented to the Exception Panel to consider cases of exceptional housing need where a priority move/transfer would resolve their need.

The Exception Panel consists of the Court Manager, Retirement/Extra Care Housing Manager, and National Lettings Manager.

We also work with local authorities to assist them to fulfill their homelessness duties under the [Housing Act 1996](#) (as amended by the Homelessness Act 2002).

The definitions for extreme housing need cases, where a move/transfer to our property would alleviate that need, include an applicant who is:

- suffering from ill health due to their current accommodation, which is unsuitable;
- unintentionally homeless to include people in hospital unable to return home;
- faced with homelessness due to closure of existing accommodation/ scheme;
- homeless due to fleeing domestic violence;
- lodging in unsettled or unsuitable living conditions such as extreme overcrowding or lack of basic facilities (such as bathroom, kitchen); and
- A victim of severe anti-social behavior.

### 3.6 Exception Panel - Procedure

When an applicant requests priority based on exceptional health needs, the Lettings Team will send them a “Medical Priority Form” to be completed and signed by their doctor, as supporting evidence. If the applicant is an existing resident, the Lettings Team will confirm there is no outstanding rent or debts. When an applicant requests priority based on homelessness, written supporting documentation will be required to confirm the circumstances.

Upon receipt of the supporting documentation, the National Lettings Manager will schedule the Exception Panel conference call within 10 days. The Exception Panel must jointly agree on the decision to be taken and the National Lettings Manager will record the reasoning for the decision on the central register, and arrange for correspondence to be sent to the applicant accordingly. If there is more than one priority applicant registered for the same vacancy/court then the date order system will apply.

To gain priority the need to be re-housed must be immediate. If a priority applicant refuses a reasonable offer they will lose their priority status and be slotted back into date order on the waiting list(s).

### 3.7 Mutual Exchanges

Our existing residents have the right to exchange their home with another resident whose landlord may be another housing association or a Local Authority. Both landlords must give their permission for the exchange, which can only be refused for certain reasons (such as rent arrears or specific local agreements in place). The incoming resident must meet our eligibility criteria and all other requirements for living in one of our properties.

If permission is granted, all associated paperwork must be signed by both landlords before an exchange can proceed.

Please refer to our “Mutual Exchange” procedure for full details.

We participate in one of the largest mutual exchange services for housing association tenants wanting to swap homes throughout the UK. [HomeSwapper](#) is free to all of our tenants.

## Void Management and Responsibilities

Housing & Care 21 aims to re-let empty properties as quickly as possible, taking no longer than four weeks of them becoming vacant. Our organisational objective is to let properties back to back wherever possible thereby minimising void loss. This can be achieved by maximising the use of the notice period before the existing resident moves out, pro-actively managing the waiting list and ensuring all documentation is completed on time. Full details of our allocations process can be found in the Retirement Housing Application Criteria section.

Before reletting, void properties must be inspected by the Court Manager and if necessary, works done to bring the property up to the Lettable Standard, which is a minimum standard for letting a property.

## Void Management Procedure

### Resident gives notice that they will be moving

Residents are required to give Housing & Care 21 four weeks' notice in writing to end their tenancy (or a calendar month if the property is let on a monthly tenancy agreement).

Exceptions apply in the case of a death, the Next of Kin would give notice and the tenancy would end on the first Monday following receipt of the keys. Rent will be charged until the keys are returned and would extend beyond a 4 week period should the keys not be returned within this period.

Internal transfers do not require any notice period and meet the eligibility criteria (please refer to Allocation Criteria). In exceptional cases there can be an overlap usually in the form of a rent adjustment to prevent the resident having two tenancies running at the same time. However the resident would be required to pay any rent due.

Upon a resident giving formal notice on their property, the Court Manager will complete a Notice to Leave Form the same day through use of an InfoPath form, which is distributed to the Lettings Team who will actively start letting the property whilst under notice. The form is also distributed to the Property Income Team who enters the proposed tenancy end date onto QL. The court manager should complete the Part II request when submitting the InfoPath form. This generates the tenancy end date and the arrears balances. This should then be copied and pasted into QL notes for the income officers use. Court managers should obtain a forwarding address whenever possible as well as contact details in the

event that an overpayment of benefit is requested after the tenant has left the property.

Please make time for the resident or their family, and find out why they want to serve notice. The reason for termination must also be added to the Notice to Leave Form and the notice letter uploaded to QL. This assists the organisation in identifying why our residents leave and where relevant take any corrective action.

Who can legally give notice? The Resident / the Resident's Next of Kin in the event of death / or someone who has Power of Attorney (POA) for the Resident or for example a social worker who is applying for a court of protection order in relation to the resident. The Court Manager is responsible for reviewing the legal document stating POA and the ID of the person representing the resident. A copy should be sent through to the income team

The Court Manager will also complete a full void inspection within two working days' of notification to move.

## Responsibilities when notice served

### Court Manager Responsibilities

- Complete the Notice to Leave Form the same day of receipt of notice from the resident. Please note, if the resident decides to retract their notice within the notice period, complete the "Notice Retract" form to update QL and inform supporting teams accordingly. The Court Manager should generate a copy of the rent statement to give to the resident advising them of the anticipated balance when the date the keys are due back.
- Give the resident notice that within two working days' of being notified of their intention to move you will conduct the void inspection form. Reopen the Notice to Leave form and complete Part I. At this time, assess if any damage to the property is a result of resident negligence and, if so, complete the Recharges section. Collect evidence of major works required (such as photographs).
- Order gas and electrical checks.
- Complete Part II within the Notice to Leave form, confirming the reasons for leaving, forwarding address and Initial Property Assessment.
- Complete Part III within the Notice to Leave form which confirms "Ready to Let" or "Not Ready to Let" InfoPath form, which confirms the condition of the property and any works required.
- Copy and paste the part II form into QL notes

## Responsibilities when a Resident hands over their keys and moves out

### Court Manager Responsibilities

- Complete Part IV to confirm the date that the “keys are available”.
- The court manager arranges the viewings and confirms to the lettings team who will be offered the flat.
- Carry out a post termination void inspection within 1 working day.
- Instruct for the property to be cleaned/cleared and commence works if necessary. Unless the Court Manager has written consent to dispose of goods these should be stored for 28 days before disposal
- Complete a “Ready to Let” or “Not Ready to Let” form
- Ensure gas and electric checks are undertaken.
- Arrange viewings if not possible during the Notice Period. **Court Managers should attempt to arrange viewing during the notice period.**

When the keys are returned the Court Manager is responsible for completing a “Keys are Available” form, which is distributed to the Lettings Team and Property Income Team. This generates an End Tenancy task for the Property Income Team to finalise the tenancy and any rent account balances.

### Property Income Team Responsibilities

The PI team are responsible for ending the tenancy on QL when the Court Manager has entered the tenancy termination date. Checking the data is accurate and complete.

## Responsibilities when a new resident accepts / declines the property

The objective is to give access to the new resident as soon as possible after the property has been vacated, aiming for back to back tenancies where possible. When the new resident accepts and signs for a tenancy the keys should be handed over immediately. Keys should not be handed to the incoming resident until the tenancy has actually commenced.

### Court Manager Responsibilities

- Court Managers are responsible for arranging a Sign Up meeting with the new resident. At this meeting the tenancy agreement paperwork will be completed, ensuring it is signed correctly. It is important to note page 5 is signed by the court manager and the signature page **must** be signed by both the new resident(s) and court manager on the **same** date. Once the paperwork is complete all documentation must be **emailed** instantly to the Lettings Team. The original documentation must be stored securely on site for future reference. Once set up in QL, all other documentation is forwarded to the Property Income Team along with the new resident's bank details, rent payment and completed CORE form. An Income & Expenditure form will help if the resident is having difficulties paying 4 weeks rent in advance. Any rent in advance payment, if not over the phone, must be banked by the court manager the same day and the reconciliation note included in the sign up documentation emailed to the lettings team.
- If the incoming resident lacks capacity and there is a registered power of attorney the resident **MUST NOT** sign the agreement as they are legally unable to sign any contract. The power of attorney must sign for the resident.
- It is worth Court Manager's carrying out a visit within the first week after the new resident has moved in to ensure that they have settled in, rent is being paid and any outstanding repairs have been completed. A rent statement generated through QL should also be given to the resident at this time.
- If the Offer of Tenancy is declined, the Court Manager must complete the "Refusal of Offer" Form, which is distributed to the Lettings Team and Property Income Team. This form confirms that the property is no longer allocated and ensures the Lettings Team target again as a void.

### Lettings Team Responsibilities

- Produce tenancy agreements and email to the Court Manager in readiness for the Sign Up meeting.
- Update the CORE Digital System with lettings details from the CORE Lettings Log/Form.

### Property Income Team Responsibilities

- Update QL and establish the rent account.

## Tenancy Sign Up

Court Manager's are responsible for ensuring a new resident completes the tenancy sign up appropriately and in accordance with legislative obligations.

The resident sign up pack will contain the following documentation (to be presented within a Housing & Care 21 presentation folder) to the new resident:-

- Covering letter;
- Two copies of the tenancy agreement; three in the case of a joint tenancy as a copy should be given to each of the joint tenants as well as a copy for the organisation.
- Court Welcome Pack;
- Data Consent Form;
- Core form;
- Direct Debit Form (one for care & one for rent); please ensure that the correct form is completed and that the correct frequency is advised to the income team together with amount that should be debited. If unsure please speak to your income officer
- Lettable Standard Checklist;
- Lettable Standards Guide.

There is also a checklist and set of documents for Court Managers to complete during the sign up process:-

- Completion Sign Up Checklist (for the lettings team)
- Completion Sign Up Checklist (for the court file)
- Needs Assessment Form
- Guidance on how to complete a Direct Debit Form
- Call Monitoring – New client form TR1
- Energy – “tenant in” form VMS2
- Pets Declaration Form
- TV – “addition to TV license” form (over or under 75 years’);
- Mobility Scooter Checklist

1 The Court Manager is responsible to ensure adequate stock levels are ordered in advance of pre-printed materials, such as the Resident Handbook Summary and presentation folders etc.

- 2 When an offer of tenancy has been accepted, the Court Manager will invite the new resident to a convenient and timely meeting to sign the tenancy agreement and provide the information required when moving into a Housing & Care 21 home. This meeting should ideally be arranged to ensure the documentation is processed before the tenancy commencement date. Court Manager's may wish to carry out a Lone Working risk assessment.
- 3 To commence the process, the Court Manager will systematically go through the checklist document. Each item is to be ticked on completion to confirm the resident has been informed at the meeting, or has been given the documentation to peruse or reference later. The checklist confirms the action and documents required during sign up and enables the key relevant documents to be checked and verified e.g. rent, housing benefit, repairs and Housing & Care 21 policies and procedures. If the offer of tenancy is refused, the Court Manager must submit a refusal of offer form confirming the reasons why the tenancy was not accepted.
- 4 An appointment date for the completion of housing relating support plan and 9 month tenancy review are to be arranged and confirmed with the resident at the sign up meeting and written on the welcome letter given to the resident with the offer of tenancy.
- 5 Keys for the property should not be released until the tenancy has actually started assuming that the property is safe to occupy. The keys handover should be the same as the tenancy start date for reasons of repair reporting as well as charging for the property. If a resident wishes to have rent free days for the purpose of decorating etc., this is not permitted as once the resident has keys rent is chargeable.

## Mental Capacity Act and Tenancy Sign Ups

For a person to be a resident and enter into a tenancy agreement, he or she must have the capacity to understand the contract. The essentials are the occupation of your own accommodation, the payment of rent and looking after the home. The Mental Capacity Act states that a person should be considered capable unless proved otherwise. The capacity assessment should be functional and take account of the complexity of the matter concerned. A mental capacity assessment is conducted by a mental health professional or a social worker or in the case of a power of attorney; this is not of use until it has been registered with a court of law.

As a minimum, potential tenants must understand their legal obligations:

- The tenancy they are about to sign is a legal contract that places them under an obligation to adhere to the tenancy conditions

- This includes payment of rent and service charges
- Not to cause nuisance or annoyance to other residents or to staff and contractors
- Not to cause damage to the property
- To permit staff or contractors reasonable access to the property for example in relation to repairs

The Code of Guidance to the Mental Capacity Act also gives suggestions on how to facilitate communication and help people with their decision making.

### Risk Assessment about Mental Capacity

If a potential resident is unlikely to be able to understand and retain the tenancy agreement conditions, a risk assessment should consider likely compliance or otherwise, albeit with support and other options available to progress a tenancy agreement. This assessment is conducted by either a mental health professional or an allocated social worker.

- If the assessment identifies doubt about whether an individual will be able to abide by the agreement then alternative arrangements related to more supportive accommodation options should be identified.

### Type of Tenancy Agreements in use

We will use one of three types of agreement;

1. Starter (assured) – on all new residents
2. Assured – where a starter agreement cannot be used or after the 12 month starter tenancy period
3. Secure Tenancy Agreements – where a secure tenant transfers to another property

Where the tenancy is being allocated to a married couple or civil partners then wherever possible a **joint tenancy** should be awarded to simplify succession on the death of a partner. Secure tenants transferring to alternative accommodation will continue as secure tenants.

NB A decant agreement with the same rent as original, will be issued to tenants having to decant because of a remodel or major repair. The existing tenancy agreement will still be in force for their principle home. The decant agreement will stipulate the originating property, the decant property, a clause stating once works are complete that the resident agrees to move back to their originating property.

## **Guidance on Starter Tenancy Agreements**

### **Using Starter Tenancies to address anti social behaviour**

We want all residents to be able to live peacefully in their homes yet the actions of some individuals can cause misery for other residents. We believe Starter Tenancies can establish for new tenants and their families clear expectations about their behaviour. If problems do arise and we are satisfied there has been a serious breach of the tenancy we can end the tenancy more easily than with an assured tenancy.

### **What is a Starter Tenancy?**

It is a type of Assured Shorthold Tenancy (AST) which Housing & Care 21 will offer to all new tenants. It works like a trial tenancy.

At the end of the 12 month period it will be converted to a full Assured Tenancy if the tenancy has been conducted satisfactorily including payment of rent and service charges. If this is not the case the AST may be terminated and we will apply to court for an eviction. The income officers will be able to assist in the case of service of the appropriate notice. Alternatively please refer to your retirement housing manager.

This was trialled from February 2014. We did not find that anyone declined the offer of a property because of the starter tenancy and where advertised on Choice Based Letting schemes there was no noticeable reduction in the number of applicants.

### **Why is Housing & Care 21 using Starter Tenancies?**

Their use is appropriate for us for several reasons including;

- Commitment to paying rent regularly either through housing benefit or an electronic payment method

- Our desire to reduce nuisance and Anti Social Behaviour (ASB) amongst both new and existing tenants.
- It demonstrates to new and existing residents our intention to ensure their home and lifestyle is reasonably protected.
- Their use sends a clear message to residents and others that we will not tolerate ASB.
- To enable us to take action more quickly to evict a tenant causing nuisance or ASB than would otherwise be the case.
- To encourage residents to report incidents and to give evidence in cases where we need to take legal action.

### **Starter Tenants do not have these rights;**

- to transfer, use a mobility scheme or carry out a mutual exchange
- to take in lodgers or sublet part of the home
- to assign except where ordered to by a court
- to make improvements
- to buy/acquire

### **The Sign- Up Process for starter tenancies**

It is important that a new resident understands what our expectations are about the need for reasonable behaviour. Explain to them what sort of behaviour is not considered appropriate. Explain that a condition of them being awarded an assured tenancy is that rent is paid in advance and that arrears are not permitted.

Explain that a Starter Tenancy can be ended relatively easily and that the legal courts have no discretion as to whether or not we are awarded possession, this is mandatory on the grounds we use to end a starter tenancy. Explain that the tenancy will automatically convert at the end of the initial 12 month period subject to satisfactory conduct of the tenancy.

Explain that the tenancy is initially for 12 months and that it will be automatically extended if we do not have any cause for concern about rent or service charge arrears, or the behaviour of the resident or their visitors for whom they are responsible.

## Legal Action on Starter Tenancies

The most common reasons for ending a starter tenancy are; Rent arrears, ASB, using the property for illegal activities, not using the property as the principal home and subletting.

The process for seeking possession is a section 21 notice that gives the resident 28 days notice that we will apply to court for possession if there are both arrears and ASB, if there are just arrears or just ASB then the resident is given 2 months. A written notice in the prescribed form must be served giving 2 months notice. Evidence needs to be collected and will need to be provided to a court. We will not evict someone unless we have taken reasonable steps to support them to rectify their behaviour.

Unlike other tenancies, with a Starter Tenancy the grounds for possession are mandatory provided the correct procedure has been followed.

**The official version of this document will be maintained in the Policy Hub. Before referring to any printed copies, please ensure they are up-to-date.**