

Lettings and Allocations Policy

Policy details	
Version number	1
Issue date	20/7/21
Approved by	Board
Ownership	
Lead directorate	Operations
Policy owner	Head of Housing Services
Review	
Next review date	20/7/24
Review cycle	Triennial

1 | Introduction

- 1.1 This policy sets out how B3Living intends to allocate and re-let properties to both new and existing customers. Each Local Authority will have criteria for applicants wishing to join their housing waiting / transfer lists and B3Living will generally be consulted on the content prior to letting properties within each Borough.

2 | Scope

- 2.1 This policy relates all customers who register an interest with their Local Authority for housing or for a transfer, or who request a management move or mutual exchange, in a Borough within which B3Living owns or manages properties. This relates to how we let our general needs, independent living and flexicare properties, but does not include our shared ownership, market rent properties, temporary self-contained lets or garages.

3 | Aims and objectives

- 3.1 B3Living is committed to working in partnership with all relevant Local Authorities through agreed schemes such the Common Housing Register, Choice Based Lettings and local nominations agreements. This is to allow one

point of access to applicants applying for housing through their local authority.

3.2 Our aim is to house those who cannot afford the local housing market in suitable, sustainable accommodation.

3.3 **Nominations and Lettings**

3.31 When a property is due to become void (the previous tenant gives four weeks' notice that they will be moving out), B3Living makes the relevant Local Authority aware that the property will soon be available to let in order to receive suitable nominations for that property.

3.32 We will let the majority of our voids to applicants nominated by their Local Authority, in accordance with the nominations agreement.

3.33 Where a local authority makes a nomination to B3Living to be considered for a tenancy in one of our voids, we may check that:

- ▶ The nominee is eligible to become a B3Living tenant:
 - Be over 16 years old, and have a guarantor if they are under 18 years old
 - Be a permanent resident of the UK and not subjected to immigration control
 - Has not been responsible for any serious anti-social behaviour, such as being served a Criminal Behaviour Order (or equivalent), within the last 3 years
 - Does not have any debts to any association or the Council
- ▶ The nominee can afford the property they have been nominated to sustainably
- ▶ The property is suitable for the nominee (where there are adaptations)

3.34 In accordance with the Transfer Agreement, where B3Living is letting a property in the Borough of Broxbourne, we must allow a property to go through three bidding cycles before we are able to directly let the property to one of our existing customers awaiting a transfer. This may differ for other Local Authorities within which we operate.

3.35 Where there are no nominees, or where the nominees are deemed unsuitable, B3Living may identify their own tenant for the void property in consultation with the relevant Local Authority.

3.36 Once a suitable nominee is identified, and once the property is void, the Lettings Advisor will arrange for the nominee to view the property prior to accepting it. Upon acceptance, the nominee will be contacted by their Housing and Neighbourhood Advisor to arrange for them to sign their tenancy agreement and collect the keys to the property.

3.4 **Choice-Based Lettings**

- 3.41 Choice Based Lettings (CBL) is a simple, clear process through which affordable housing is allocated in Broxbourne and other Local Authorities to applicants on the housing register and transfer list. Those registered on the Local Authority's Housing and Transfer list can 'bid' for properties online.
- 3.42 Properties are awarded to the bidder with the most points and for whom the property would be most suitable. The successful bidder is then put forward to B3Living as a nominee for that property.
- 3.43 If there are no bidders for a property in the first bidding cycle, the property will be put back out through another bidding cycle twice more before B3Living is able to directly nominate someone to the property.

3.5 **Allocations made outside the points/banding schemes**

Some allocations of housing and transfers will be dealt with by the local authority by 'Direct Offer'. Examples of this include but are not limited to:

3.51 **Succession**

- 3.511 B3Living will be guided by the Tenancy Agreement when approving an application for succession. In all cases, just one succession will be granted per tenancy.
- 3.512 All Association tenants given a periodic assured tenancy at or after the date of transfer of its housing stock from Broxbourne Borough Council have the right to a single succession, however for succession to take place certain eligibility criteria must be satisfied, as set out in the policy details below.
- 3.513 On the death of a sole tenant who was a secure tenant at the time of transfer, any successor will take over the existing extra tenancy rights, such as the Right to Buy and the rent guarantee, as well as any breaches of the tenancy conditions, including rent arrears.
- 3.514 On the death of a sole tenant under an assured tenancy, the tenancy passes to his/her spouse or civil partner as defined in the Civil Partnership Act 2004 as long as:
- ▶ the spouse occupied the tenant's property as his/her principal home immediately before the death, and;
 - ▶ the tenant was not a successor themselves.
- 3.515 In the case of the death of a joint tenant the tenancy automatically passes to the surviving joint tenant. This is counted as an act of succession and therefore no further automatic right of succession exists. Where the property is under-occupied, there are no grounds to require the new tenant to move to suitable alternative accommodation, however, an offer of alternative suitable accommodation to allow best use of stock will be made. In these instances any arrears or credits will pass to the surviving tenant.

- 3.516 Where no spouse or partner is qualified to succeed, a member of the tenant's immediate family may do so, providing he/she has been occupying the property as his/her principal home for at least 12 months prior to the tenant's death. In these instances, any rent arrears or credits will not pass to the successor as they belong to the estate of the deceased.
- 3.517 'Immediate family' is defined as a person's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.
- 3.518 If more than one member of the deceased tenant's immediate family has a right to succeed, they should agree between themselves who should claim it. If no agreement can be reached, all individual claims will be assessed and the decision taken by B3Living.
- 3.519 On the death of a sole tenant under an assured tenancy, the tenancy passes to his/her spouse or civil partner as defined in the Civil Partnership Act 2004 as long as:
- 1) the spouse occupied the tenant's property as his/her principal home immediately before the death, and;
 - 2) the tenant was not a successor him / herself.
- 3.520 In all cases, only one single right of succession exists for each periodic assured tenancy. In the case of the death of a sole tenant the tenancy automatically passes to a surviving spouse or civil partner, this is counted as an act of succession and therefore no further automatic right of succession exists. Where the property is under-occupied, there are no grounds to require the new tenant to move to suitable alternative accommodation, however, an offer of alternative suitable accommodation will be made to enable best use of stock.
- 3.521 From 1st April 2013, B3Living introduced Fixed Term tenancies. Where a statutory succession to a fixed term tenancy is granted i.e. to a spouse or partner, the succession will be to the remaining period of the deceased's term.
- 3.522 Where no spouse or partner is qualified to succeed, there is no legal qualification for a member of the tenant's immediate family to succeed. In these instances we may grant a Contractual right of succession in accordance with our tenancy agreement. In these instances any rent arrears or credits will not pass to the successor as they belong to the estate of the deceased.
- 3.523 Where a tenancy is granted in these circumstances, this tenancy is a new tenancy and not a succession.
- 3.524 Succession is to the tenancy and not the property (except in cases where one joint tenant dies). Therefore as a matter of discretion B3Living may choose to offer alternative accommodation to ensure appropriate utilisation of our housing stock, for example if we feel that the property is too large for the successors needs and/or where a property has been adapted.
- 3.525 In the event where we offer alternative accommodation but the successor refuses to move into it, we will seek to take action if necessary through the courts to seek a possession on the basis that appropriate alternative accommodation has been offered.

- 3.526 In the event where there are no succession rights and there is a refusal to vacate the property following the death of the tenant, B3Living will take action if necessary through the courts to seek an order for possession for unlawful occupation.
- 3.527 Where the death of a tenant leaves someone in the property who is not eligible to succeed to the tenancy, as a matter of discretion B3Living – in conjunction with the local authority - may choose to allow them to succeed the tenancy. In the event of refusal to vacate the property following the death of the tenant B3Living will take action if necessary through the courts to seek an order for possession for unlawful occupation.
- 3.52 **Management Transfers**
- 3.521 A management transfer is a move to alternative accommodation of a tenant should they be deemed at risk of serious harm by remaining in their current accommodation. A tenant may apply for a management transfer themselves, or this may be done on their behalf by B3Living with their agreement.
- 3.522 Where B3Living requires a customer to move - for example, for development needs or to maximise the utility of our housing stock – this would be classed as a permanent decant and not as a management transfer.
- 3.523 Decisions on whether a customer should be offered a management transfer are made at a panel meeting of B3Living and the Local Authority. Where the majority opinion of the B3Living Housing Manager or Head of Housing and the Housing Needs Manager or representative from Broxbourne Borough Council is that the customer is not safe in their current home, then alternative accommodation can be offered through a management transfer. The tenant is then a priority nominee for the next property which is suitable for them which becomes available.
- 3.524 Circumstances in which a management transfer may be awarded include, for example, Racial Harassment, Hate Crime, Threat of or Actual Violence, extreme Neighbour Problems, serious Domestic Violence.
- 3.525 A management transfer will only be awarded when all other reasonable options have been exhausted or are inappropriate and there is no other solution or course of action available or practicable. B3Living and the Local Authority must also be satisfied that the situation will be resolved by a transfer of accommodation. Information will usually be sought from the Police/Community Mental Health Team/ other support agencies to demonstrate that a risk of harm exists, and that this risk will be significantly reduced by a management transfer.
- 3.526 Prior to convening a panel meeting, the following intervention should be usually be considered (the list is not exhaustive):

- ▶ Mediation
- ▶ Police intervention
- ▶ Legal remedy
- ▶ Referral to a statutory agency
- ▶ Counselling
- ▶ Transfer
- ▶ Mutual Exchange

- 3.527 In exceptional circumstances where it is considered that such delay would result in the individual being placed at risk, these actions may be waived.
- 3.528 Where a management move is deemed appropriate and necessary, tenants will be moved in accordance with the Broxbourne Common Housing Register Allocations Policy (for those resident in Broxbourne), and the applicant will be offered a property on the basis of 'one offer only', within an area of their choice. Therefore management transfer applicants can be housed by the Council making a direct offer of accommodation only.
- 3.529 For other Boroughs in which B3Living operates, there may be some variation in policy, and we will follow the procedure of each Borough accordingly (for example, East Herts give a significant points allowance, allowing the customer to bid on a property through Choice Based Lettings).
- 3.530 If the management transfer applicant has fled their property, they are still responsible for their tenancy (including upkeep and payment of rent) up until the time the tenancy is legally ended. Applicants can choose to end their tenancy once they have received notification of the Management Transfer. If a tenant chooses to do this they must pay their utility bills (up to the time they leave the property), and are responsible for the storage of their possessions in the intermediary period between relinquishing their tenancy and taking up a new one.
- 3.531 Following the decision on the outcome of a panel meeting, the tenant may appeal within 7 days using B3Living's Complaints Procedure. Any appeal will be reviewed by the Executive Director of Operations and a Head of Service and the outcome provided to the customer in writing within 5 working days of the appeal being reviewed.
- 3.53 **Temporary accommodation for homeless**
- 3.531 Where the Local Authority has duty to house an applicant due to homelessness, B3Living can work with them to find suitable temporary accommodation. However, it is now Broxbourne Council's policy that they will only utilise B3Living properties for temporary short-term accommodation in an emergency situation.
- 3.54 **Flexicare**

- 3.541 B3Living's flexicare (or 'extra care') schemes provide independent living for our older customers with higher care needs. They benefit from on-site carers and a regular (5 day a week) presence from a member of the B3Living Independent Living Team. B3Living makes direct offers to applicants for our flexicare schemes.
- 3.542 Whilst applicants for one of our two flexicare schemes (Emmanuel Lodge and Wormley Court) are still required to apply through the Local Authority, they must also be assessed by the Local Authority's Adult Care Services Team to enable an assessment of the applicant's care needs and ensure eligibility for the schemes. An assessment is also carried out by a member of B3Living's Independent Living Team.
- 3.543 Flexicare applications are then reviewed by the Flexicare panel (comprised of representatives from B3Living, Adult Care Services and Abbotts Care, who provide care in the schemes) and, if deemed to be eligible, will be added to the waiting list, which is held by B3Living.
- 3.544 Properties are allocated on the basis of priority and suitability and applicants may be offered a property at either scheme.

3.6 **Tenancy Agreements and rent setting**

- 3.61 B3Living will generally offer a Starter Tenancy for a term of one year and, providing there have been no serious tenancy breaches in the first 12 months, an Assured Tenancy to all new customers to B3Living.
- 3.62 The level of rent will be determined by the type of property and/or how the property is advertised. This is set out in full in our Rent Policy.

4 | Equality, diversity and inclusion

B3Living works closely with the Local Authorities within which we operate to ensure that prospective customers are able to apply for and access our properties regardless of any protected characteristics. This may be through help to complete an application form or referral to a support agency.

Where a customer's protected characteristic means that they require a particular type of property, or in a certain location, every effort will be made to accommodate this need.

5 | Data protection and information security

Applicants must disclose personal data to the Local Authority at the point of application, which is then shared with B3Living at the point of nomination.

This data is held securely and disposed of appropriately in-line with GDPR and only information which is essential is shared between the Local Authority and B3Living.

6 | Customer voice

Customers are consulted on their view of the lettings process throughout the process and 6 weeks after moving into their new home. Data from these surveys is utilised to improve the service.

7 | Compliance

This policy complies with the guidance around allocations issued to housing authorities under the **Housing Act** (1985, 1996 and 2004), **Housing (Homeless Persons) Act** (1977) and the **Homelessness Act** (2002).

8 | Linked policies, procedures and guidance

This policy is linked to the following policies:

- ▶ Rent Policy
- ▶ Antisocial Behaviour Policy
- ▶ Decant Policy and Procedure
- ▶ Safeguarding Policy

9 | Responsibilities

- 9.1 The Head of Housing Services has overall responsibility for this policy.
- 9.2 The Housing Manager has day to day responsibility for implementing this policy.
- 9.3 The Lettings Advisor or a Housing and Neighbourhood Advisor makes recommendations after information gathering when dealing with any tenancy change request.

10 | Performance monitoring

B3Living currently aims to have all void properties re-let within 25 days. This is monitored monthly as part of our KPIs.

Summary of changes

What changed?	When?	By whom?
Policy re-write and combines the Lettings Allocation, Direct Lets, Management Move, Mutual Exchanges, Tenancy Changes Policies.	[01 / 07 / 21]	[Sophia Howells]

Appendices