



## **LODGER POLICY**

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## **1.0 Policy**

- 1.1 Linstone Housing Association accepts applications from tenants requesting permission to allow lodgers to reside in their home. Permission will not be unreasonably withheld.

## **2.0 Purpose**

- 2.1 The purpose of this document is to clarify the circumstances in which permission will be granted and to provide guidance on the procedures to be followed when dealing with such applications.

## **3.0 Criteria**

- 3.1 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.
- 3.2 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 paragraph 96 of the Housing (Scotland) Act 2001. It therefore 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.

- 3.3 A lodger application is only appropriate where the tenant is remaining resident in the property. Where the tenant intends to be absent then Linstone's Policy HM029 Subletting Policy will apply.
- 3.4 The Association's consent is required to take in a lodger.
- 3.5 Linstone will reply in writing to any request within 28 days of receiving all necessary information. If the Association fails to notify its decision within this timescale consent will be deemed to have been given.

## **4.0 The Application Process**

- 4.1 The tenant must apply in writing using the application form at Appendix 1. In the case of joint tenancies both/all parties must be in agreement and have signed the formal request for permission.

- 4.2 When requesting an application form the tenant will be supplied with the 3 copies of the guidance notes contained at Appendix 2. The notes contain all the conditions applicable to lodger approval. One copy must be signed by both the tenant and the lodger and returned with the application form as confirmation that they agree to the conditions specified. The other copies are to be retained by the tenant and lodger respectively.
- 4.3 The form should be submitted to the Allocation's Team for consideration.
- 4.4 Unless the presence of a lodger will cause overcrowding or create a nuisance to neighbours, permission will normally be granted subject to agreement on any charges being raised.
- 4.5 All applications will however be investigated in relation to the following notes: -
- to establish whether there are any works scheduled which may involve arranging decant accommodation or permanent rehousing for occupants.
  - to assess whether any special lettings initiatives are operating in the area e.g. a policy promoting under-occupation to reduce population density.
  - to consider any implications for services/benefits which the tenant currently receives e.g. housing benefit; garden tidy; alert alarm system.
  - to assess the reasonableness of the proposed charge for board and lodgings.
- 4.6 In deciding if a charge is reasonable, 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/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 Estate Manager (Allocations).
- 4.7 On receipt of the application form the Allocation's Officer will: -
- check all necessary information has been supplied.
  - check that rent/service charge is reasonable in terms of paragraph 4.6 above.
  - arrange to visit tenant (or carry out an office interview) to ensure they understand the implications of and conditions applicable to having a lodger. Particular reference must be made to the effect on any Housing Benefit award.
  - arrange to visit the prospective lodger (or carry out an office interview) to ensure they understand the implications of and conditions applicable to being a lodger. A particular emphasis should be placed on ensuring that he/she gets advice about their eligibility for Housing Benefit should that be necessary.

In addition, if appropriate, the lodger should also be counselled about their options to obtain housing in their own right.

It must be stressed to the lodger that he/she has no statutory right to occupy the house and, if the tenancy is terminated, will not normally be allowed to remain in occupation.

The staff member should obtain details about lodgers previous housing situations. If appropriate references can be sought.

4.8 Within 28 days of receiving all necessary information the tenant must be advised, in writing, of the outcome of their application.

4.9 Where permission is to be granted, the tenant will be advised using the sample letter at Appendix 3.

The letter must clearly state the conditions which are attached to the permission: -

- permission is granted for 12 months. Further permission must be obtained from Linstone if the tenant wishes to have lodgers after this period.

There may also be occasions when a period of less than 12 months would be appropriate or prudent, but these would normally be regarded as special cases.

- the house must be occupied only by the persons agreed by the Association.
- any changes in circumstance must be notified to Linstone e.g. if existing lodger leaves a new application must be submitted before a new lodger moves in.
- any proposed increase in charges for board/lodgings must be approved by Linstone.
- under the terms of their Tenancy Agreement the tenant is responsible for the behaviour of the lodger.
- the lodger has no statutory right to occupy the house and is present only with the consent of the tenant and the Association.
- if the tenancy is terminated at any time in the future the lodger will not normally be allowed to remain in occupation. The tenant will be responsible for ensuring that the lodger leaves. If the lodger subsequently refuses to leave he/she must be advised that they are “a person in occupation without right or title”. Where he/she still refuses to vacate Linstone’s solicitor will raise an action to recover the property. The only exception to this would be where the lodger has a live housing application and qualifies as top applicant for the property in question.

- if currently in receipt of Housing Benefit the tenant must notify Renfrewshire Council Rent Allowance Section of this change to their circumstances.

A copy of the letter will also be forwarded directly to the lodger themselves.

- 4.10 The Allocations Officer must diary ahead for a date 1 month prior to expiry of the lodger permission and write (using the letter at Appendix 4) advising the tenant that permission has expired. A copy must also be sent to the lodger.

In certain circumstances, at the request of the tenant, an extension of permission can be granted e.g. if the lodger has housing need which cannot be adequately met by other means.

A further application must be submitted and the process detailed in this document will be followed.

- 4.11 Where permission is being refused the tenant must be notified in writing using the letter at Appendix 5. The reasons for refusal must be clearly stated.

Acceptable reasons include: -

- overcrowding would result.
- lodging charges are unreasonable.
- the lodger has previously been evicted from a Linstone tenancy.
- the prospective lodger has previously given up or absconded from a Linstone tenancy leaving arrears of rent or other charges.
- the prospective lodger has a record of anti-social behaviour.

The refusal letter will advise the tenant of their right to appeal this decision, in writing, to the Housing Services Manager. A copy of the refusal letter must be sent directly to the lodger.

- 4.12 Further appeals will be dealt with in line with Linstone's Complaints Procedure (GENP.09).

## **5.0 Termination of the Lodger Permission**

- 5.1 Generally it is expected that the lodger situation will cease on expiry of the 12 month period.

- 5.2 The tenant will be responsible for ensuring that the lodger vacates the property once permission has ceased.

5.3 Should the lodger refuse to leave, Linstone will generally expect the tenant to commence legal action for ejection of the lodger.

5.4 If necessary, however, the Association will instruct its solicitor to assist with progressing such action.

## **6.0 Termination of the Tenancy**

6.1 It is possible that during the period of the lodging the tenant may seek to terminate their tenancy. The lodger will then be expected to vacate the property.

6.2 If the lodger subsequently refuse to leave the property then a letter must be sent: -

- advising that he/she is “a person in occupation without right or title”
- requesting that they vacate the property with immediate effect.

6.3 Where the lodger still refuses to move Linstone’s solicitor will be asked to commence legal action for recovery of the property.

## **7.0 Monitoring & Review**

7.1 All applications requesting permission for a lodger will be recorded in a register. The following details will be held: -

Tenant Name  
Address  
Lodger Name  
Address  
Date of Application  
Approved – Y/N  
Date Response Sent  
Date for Expiry Letter  
Date Lodger Permission Ceased

7.2 This policy will be reviewed every 3 years or sooner if necessary.