



# **ARDENGLLEN HOUSING ASSOCIATION LIMITED**

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## **ASSIGNATIONS, LODGERS & SUBLETTING POLICY**

<b>Date Presented to : Management Committee</b>	<b>02/03/10</b>	<b>Date passed by : Management Committee</b>	<b>02/03/10</b>
<b>Date of next Scheduled Review</b>	<b>March 2013</b>		
<b>Policy Complies With Performance standard</b>			<b>AS 1.1</b>

## **ASSIGNATION, SUBLETTING & LODGERS POLICY**

Ardenglen Housing Association can provide this policy on request, in large print, in Braille, on tape or in other non-written format, and in a variety of languages.

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## **1. INTRODUCTION**

As a social landlord, Ardenglen Housing Association wishes to offer its tenants a high quality service that meets their changing needs. The Allocations Policy and Mutual Exchange Policy explain how we can help people move house. Our Adaptations Policy states how we can make changes to tenant's houses to improve their quality of life. The purpose of this policy is to explain how we can assist tenants who wish to assign their tenancy to someone else, sublet their home or take in a lodger.

It is important to note that we will not unreasonably refuse applications for assignments, subletting or requests to take in lodgers. However, in the interests of fairness to all tenants and waiting list applicants certain conditions will have to be met.

## **2. ASSIGNING A TENANCY**

- 2.1 An assignment is when the tenant of a property ends the tenancy and passes it on to another person. The other person takes on all rights and responsibilities of the tenancy, including any debts, such as rent arrears.
- 2.2 To be considered for an assignment of tenancy, the request must be made to the Association in writing
- 2.3 The person to whom they wish to assign the tenancy must have lived in the property as their only or principal home for at least 6 months before the request is made.
- 2.4 The association must be satisfied that the person assigning the tenancy fully understands the implications of ending their tenancy and passing it onto someone else. The person taking on the tenancy must fully understand the rights and responsibilities of becoming a tenant
- 2.5 The person being assigned the tenancy will sign a new Scottish Secure Tenancy agreement unless; the tenancy is assigned with rent arrears. In these cases, the signing will take place when the balance is clear
- 2.6 All requests will be responded to within one month of them being received. If this is not done, the assignment will be considered to be granted.

## **3. WHEN AN ASSIGNATION WILL NOT BE GRANTED**

An assignation will not be granted in the following circumstances:

- The Association has served a notice on the tenant warning that eviction may be sought on certain grounds because of conduct.
- An order for eviction has been granted for the tenant seeking to assign the tenancy.
- The proposed change would lead to the criminal offence of overcrowding.
- The house is designed or specially adapted for persons with special needs and the assignment would be to a person whose household does not need this type of property.
- The property is not suited generally and the requirements of the household who would live in the house after the assignment
- The persons to whom the tenancy is to be assigned (or members of their household) have an Anti-Social Behaviour Order against them.
- It appears to the landlord that the tenant is to receive a payment for the assignment
- The landlord proposes to carry out work to the house or building which would affect the accommodation of those residing in the property as a result of the transaction
- Where there is insufficient information to allow the assignment to take place
- Where the Association finds it to be reasonable and in the interests of its other residents and local community to refuse the application for assignment of tenancy.

#### **4. TAKING IN A LODGER**

- 4.1 Taking in a lodger means allowing another person or persons to live in part of a property while the main household continue to live in the property. A rent is normally charged. The person who pays rent to live in part of the house is called a lodger.
- 4.2 Tenants of Ardenglen Housing Association have the right to request to take in a lodger. That request must be made in writing and include the following information;
- The name and current address of the person whom they wish to take as a lodger.
  - The proposed rent, including any deposits.
  - The facilities and services that the lodger will receive for the rent, e.g. sole use bedroom, shared kitchen, and shared bedroom.
  - Details of proposed contract between the tenant and the lodger.
- 4.3 All requests will be responded to within one month of them being received. If this is not done then it will be taken that the request has been granted

## **5. WHEN TAKING IN A LODGER WILL NOT BE PERMITTED**

Ardenglen will not unreasonably refuse requests for tenants to take in lodgers. However they will do so in the following circumstances:

- The proposed rent or contract is unacceptable to us.
- The house or part of the house that the lodger is to occupy is due for works that would affect the lodgers use of the space.
- The tenant has a notice served on them by the Association seeking an eviction.
- The Association has obtained an eviction order for the tenant wishing to take in a lodger.
- The lodger's presence in the house would lead to the criminal offence of overcrowding.
- The proposed lodger has an Anti-social Behaviour Order against them, have been evicted from anti social behaviour in the last 3 years.
- Where there is insufficient information received to process the request
- Where it appears to the landlord that the tenant is to receive a payment for the transaction which is other than a reasonable rent or returnable deposit
- Any other reasons considered reasonable given the individual circumstances presented.

## **6. SUBLETTING**

6.1 Subletting is when an owner or tenants allows another person or persons to live in their normal family home for a set period, while they are not living there.

6.2 Tenants may wish to sublet their tenancy for many reasons, for example, a tenant has found employment abroad for a set period of time but plans to return to their normal home after this period is over. To ensure that the house is looked after, heated and rent and other bills paid during this period they may wish to sublet.

6.3 The tenant wishing to sublet should notify the Association in writing and include the following information:-

- The name and current address of the person(s) to whom they wish to sublet.
- The proposed rent and other changes
- The proposed contract
- The proposed term of the sublet.
- Details of where the tenant will be during this period and relevant contact details.
- Proposals for rent payments, access details and other practical tenancy related matters.

- 6.4 All requests will be responded to within one month of them being received. If this is not done then it will be taken that the request has been granted

## **7. WHEN SUBLETTING WILL NOT BE PERMITTED**

While the Association will not unreasonably withhold permission it must protect its investment in its property and other local residents. Therefore there will be some situations whereby it will be considered unsuitable for a sublet to proceed.

The reasons that a sublet request will be refused are:-

- The proposed rent or contract is unacceptable to us.
- The house or part of the house that the lodger is to occupy is due for works that would affect the subtenants' use of the space.
- The tenant has a notice served on them by the Association seeking an eviction.
- The Association has obtained an eviction order for the tenant wishing to sublet
- The sublet would lead to the criminal offence of overcrowding.
- The proposed subtenant has an Anti-social Behaviour Order against them, or has been evicted for anti social behaviour in the last 3 years.
- It appears to the landlord that the tenant is to receive a payment for the transaction which is other than a reasonable rent or returnable deposit
- Where there is insufficient evidence to process the request
- Any other reasons which we consider reasonable given the individual circumstances presented.

## **8. DISPUTES, MONITORING & REVIEW**

- 8.1 If any disputes arise over assigning a tenancy, taking in a lodger or subletting a house these will be dealt with through the Associations complaints policy which is available on request.
- 8.2 The policy will be monitored and reviewed as required but at least on a 3 yearly cycle. The review will take account of legislative changes, new policy guidance, best practice advice and the views of users.