

Housing Options - Group

Summary of Document	This policy demonstrates the range of home options available to our customers
Who Does It Apply To?	Group
Effective Date	3 April 2009
Policy Author(s)	Di Middleton
Reference Documents	<p>Data protection Act 1998</p> <p>Homelessness Act 2002</p> <p>Asylum and immigration Act 2004</p> <p>Anti social behaviour Act 2003</p> <p>Mental Capacity Act 2005</p> <p>Housing corporation circular 02/03 – Local authority nominations</p> <p>Housing corporation circular 02/07 – Tenancy management: Eligibility and evictions</p> <p>Tackling homelessness – Housing corporation strategy November 2006</p> <p>Group Homeless strategy</p> <p>Community safety strategy</p>

	KLOE 3, 6, and 7 KLOE action plan
Approved by	Member Association Meeting
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Our Space / SharePoint Key Documents / Policies / Allocations, Voids and Lettings

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1. Introduction

1.1 The overall aim of the policy is to ensure that all rented housing within the Group is let:

- Fairly
- Objectively
- Determines clear priorities
- Ensures that reasonable preference is given to those in the greatest housing and support needs

1.2 The policy also aims to have regard to:

- All legislative requirements and Codes of Guidance issued by the Homes and Community Agency (HCA) and Tenant Services Association (TSA)
- The specific needs and requirements of local areas and neighbourhoods to help establish sustainable communities

2. Equality & Diversity

2.1 The Group will ensure its policies and practices are non-discriminatory and will promote equal opportunity by preventing and eliminating discrimination on the grounds of race, disability, gender, sexual orientation, religion and belief and age. The policy will be accessible, responsive and sensitive to the diverse needs of individuals we will monitor our performance in this area.

2.2 We provide information about services and service standards in a comprehensive range of languages and formats appropriate to service users' needs e.g., large print, Braille, other languages etc. We will arrange an interpreter or deaf signer where required. We will provide induction loops with clear display signs in our offices and offer text phone messaging.

2.3 For potential new customers where a need for an aid or adaptation is identified, we will make every effort, subject to funding availability, to accommodate adjustments to enable a potential customer to live in our home.

2.4 Where appropriate we will consider the terms of an individual letting, to assist disabled customers e.g. to allow guide dogs in schemes where pets would not normally be allowed.

2.5 If there are any concerns about an applicant's mental capacity in relation to their rehousing, the decision maker will refer to the Mental Capacity Act 2005 for guidance.

3. Ways in which we select customers for our homes

3.1 We primarily select customers for our homes from waiting lists held by our local authority partners or choice based lettings schemes. Selection from waiting lists will diminish over time as we continue to work with our partners in developing Regional and sub-regional choice based lettings schemes. Working with our partners we contribute to the funding CBL schemes sharing the cost and resource to provide a value for money service for our customers

3.2 It is envisaged that 100% of our general needs homes will be let via choice based lettings schemes by 2010

3.3 We currently select customers for our homes in the following ways:

3.3.1 Nomination agreements

We work with our partners to develop nomination agreements that contribute to supporting our local authority partner's to meet the Government's key targets relating to homelessness.

3.3.2 Supporting people/Local authority agreements

We will seek customers for a particular support scheme based on their support needs, age and other criteria relevant to the scheme

Applicants who do not meet the criteria of the service are unable to be accepted and we will signpost on to other support services where appropriate.

3.3.3 Choice based letting schemes

We work in partnership to develop CBLs that operate an allocations system that offers, realistic, informed choice for all. We aim to improve local, regional and national mobility and to encourage balanced and sustainable communities

3.3.4 Marketing

Where the CBL or nomination process is unable to identify a customer we will advertise homes on the open market in order to find a customer.

3.3.5 Community lettings

We work with our partners and customers to identify schemes that we are able to establish a community lettings plan whereby customers assist with allocation decisions as part of a panel

3.3.6 Intermediate rents (IMR)

For IMR we advertise on the open market and work with our partners to promote referrals to customers on their waiting lists where they meet the requirements for IMR homes

4. Additional criteria used to let our homes

4.1 Letting plans

We work with our partners to develop Local Lettings Plans as an alternative approach to letting homes. Each plan is agreed with our partners and has its own 'additional criteria' that aims to improve the sustainability of an estate/community.

4.2 Age designated

Some of our schemes are age designated where which means customers must be of a certain age to qualify for a home

4.3 Section 106

Some of our schemes have planning conditions, which mean we have to let outside of our policy (e.g. the customer must have a local connection, be of a certain age to meet the scheme agreement or there is a supporting people Local Authority agreement in place)

4.4 Occupancy Criteria

We aim to under occupy by no more than one bedroom and do not deliberately overcrowd. We take into account the ages and sexes of children when letting out homes

Bungalows and adapted homes will first be offered to persons/families whose health/mobility will benefit from the facilities the home offers

Similarly, where we have accessible properties, (these are homes that have been designated for, or significantly adapted to meet the needs of customers with physical or sensory disabilities), we will ensure that they are offered to potential customers with appropriate needs

4.5 Charitable status

Some of the members in the Group are charitable organisations. This means that before they grant any tenancy/licence they will need to check whether you are a 'charitable beneficiary'.

We may therefore ask for further information about customers circumstances if the property to be offered is owned by a charitable landlord. We may also refuse a tenancy/licence by a charitable Landlord if the customer is not a 'charitable beneficiary'.

A 'charitable beneficiary' means someone in receipt of welfare benefits or a low income, older people, people with disabilities, those who have a long term physical or mental illness or people in other recognised charitable need.

5. Exceptions

5.1 Better use of stock

We will let homes in a way that makes the best use of our stock. Accommodation will normally be offered according to the customers housing and support need, we will work within our eligibility criteria.

In certain circumstances where a customer is under-occupying their home and wish to move we may approach these customers to initiate a move to a more suitable home. Such allocations will be outside our normal allocation routes and authorised by a manager.

5.2 Management moves

In exceptional circumstances there may be an overriding housing need for urgently allocating a home to a customer. These allocations will be outside our normal allocation routes and authorised by a manager.

6. Other housing options

6.1 Mobility schemes

In order to support our customers who wish to exchange their homes we offer support and guidance and sign post to relevant agencies. Eg. Homeswapper

6.2 Owning your home

We offer our customers a range of home ownership options provided by Bromford Homes. These comprise:

- Flexi Purchase (New build Homebuy) - enabling a customer to purchase a share in a new build property from 25% - 75%. A discounted monthly fee is payable on the remaining share which Bromford continue to own. There is an option to purchase additional shares.
- Try Before you Buy - enabling a customer to rent a new property under an assured shorthold tenancy for up to 3 years before purchasing a share of between 25% - 75% of the property. This scheme assists first time buyers who because of the current housing market are unable to obtain a mortgage. A customer saves a minimum of 5% deposit towards the amount purchased and at the time of purchase Bromford Homes will match any savings made up to 5% of the share purchased.

6.3 Right to Buy/ Acquire and Social HomeBuy

We offer our customers the option to purchase the home they currently rent from us under the Right to Buy, Right to Acquire or Social HomeBuy schemes

6.4 Homes for Private Rent

We offer a limited number of homes for private rent, let on assured short-hold tenancies at below-market rent levels, and in accordance with the Government criteria under the Intermediate Rent scheme launched in 2008.

7. Customers

7.1 Four Opportunities

We take a proactive approach to building customer relationships based on a thorough knowledge of both parties' rights and responsibilities before and immediately after they

start. We do this by effectively using 'four opportunities' to visit and/or contact our potential and new customers.

7.2 Appeals

A customer has the right to appeal if they feel we have not taken into account all relevant information when making a decision or we have made our decision unfairly. Appeals can be made using our [Complaints Procedure](#)

7.3 Data protection

We work in accordance with the 8 principles of the Data Protection Act 1998 to ensure that the legal entitlement of individuals for access to personal information is honoured

8. Reasons for not housing a customer

8.1 Blanket bans are not applied and customers are not declined or suspended automatically. Every case is judged on its merits and every effort is made to resolve any possible ineligibility.

8.2 Where we suspend a customer we will explain clearly in writing, why we have reached our decision, and work towards an agreement to lift the suspension, where possible. We will provide details of our appeal process and housing advice regarding who to contact about their housing situation

8.3 The reasons we may use for declining or suspending a let to a potential customer are as follows:

8.3.1 Immigrations status

A person from abroad who is subject to immigration control within the meaning of the Asylum and Immigration Act 1996 will be ineligible, unless they are of a prescribed class of persons made by the Secretary of State

8.3.2 Unacceptable behaviour

The behaviour will be such that it either reflects the applicants unsuitability to become a customer or that a current or previous tenancy or license is or has not been conducted in a satisfactory manner. The behaviour may include breach of tenancy or licence obligations or anti social behaviour

Where an existing customer has damaged their current home and is not willing to repair the damage or a Notice Seeking Possession is in place for any breach of tenancy then any transfer request will be denied. It is expected that our transfer customers do not have any housing debts unless there is an emergency housing need to move.

8.3.3 Housing debt

Where a customer owes rent/occupancy charge, mortgage or other housing debts we will assess this case on its own merits in line with homeless legislation

8.4.4 Affordability

Customers must be able to demonstrate financial ability to meet their commitments, and we may suspend customers who cannot do this.

8.4.5 Unavailability of appropriate support

When a vulnerable customer is identified every effort will be made to assist and support them through the process. Where we do identify support needs we may not be able to offer a home due to the following reason:

- Contact has been made with both local authority, Bromford Support and other agencies to attempt to secure support and support is not available
- The level of support required would seriously undermine the association's ability to support other customers in a scheme
- We have been unable to make reasonable adjustments to enable the customer to live in the home.

In this situation we will always assist unsuccessful applicants to signpost them to other alternative housing support providers

8.4.6 Providing False Information

It is a criminal offence for a person to withhold information or provide false information in relation to their application to be housed. An applicant may be suspended from housing, or if a property has already

been allocated, we may take action to evict them
(Housing Act 1996 Part V1)

9. Housing of Employees

Under schedule 1 of the Housing Act 1996 and following the TSA determination, employees, former employees and their close relatives are able to be considered for accommodation within the group. Board approval is however required before any let is made.

10. Types of Tenure that we offer

The main types of tenure that we use are as follows:

10.1 Assured tenancy

An Assured Tenancy gives the tenant a legal right to live in their home for a period of time. Our tenancy agreement is initially for one week and then continues on a weekly basis. This means that as long as the tenant keeps to the terms of the agreement, they have the right to live in the property.

10.2 Assured Shorthold tenancy

These tenancies have a specific end date, usually after six months, and are not as secure as Assured Tenancies. Assured Shorthold Tenancies are usually given to tenants in temporary or shared accommodation, or to key workers who may be in accommodation that is linked to their job. Assured Shorthold Tenancies may be extended for further periods. Assured Shorthold tenancies are also given to customers renting a property under the intermediate rent scheme

10.3 Starter Tenancy

We use starter tenancies on some of our housing schemes. A starter tenancy is an Assured Shorthold tenancy that is given to new tenants for a 'trial' period of 12 months. During this period we will help customers to understand and keep to the conditions of their tenancy agreement.

If a tenant does not meet the conditions of their tenancy during this trial period then we may ask the Court for permission to evict them.

At the end of the 12 months, provided we have not taken steps to end the tenancy, it will become an assured tenancy.

10.4 Licence

A licence allows a customer to live in the property, but gives very little legal protection or status. Some of our supported housing homes, where we provide temporary accommodation with additional support and services are let on licences. This helps us to ensure that these homes continued to be available to those customers who will most benefit from the specialist support and services that we provide

10.5 New Build Homebuy/ Shared ownership lease

Under this tenure the customer has a Newbuild Homebuy or shared ownership lease. The lease is a contract between the leaseholder and the landlord giving conditional ownership for a fixed period. The lease term is typically for a 99 years from the date of first occupancy. The lease sets out the contractual obligations of the landlord and the leaseholder.

When the property sells the seller assigns all the rights and responsibilities of the lease to the new owner.

10.6 Leasehold

Where a customer purchases an apartment under the Right to Buy or Right to Acquire scheme the customer will enter into a lease. The term of the lease will usually be for 125 years from the date of first occupancy. The term is fixed in the beginning and so decreases in length each year. Leasehold ownership is a long tenancy with the right to occupation and use of the apartment for a long period with the apartment reverting to the landlord at the end of the term

The structure and common parts of the building and the land it stands on are owned by the freeholder, who is responsible for ensuring the maintenance and repair of the building.

The lease sets out the obligations on behalf of the landlord and the leaseholder

11. Monitoring our performance

11.1 CORE (Continuous Recording of Lettings)

We meet all CORE data requirements and use the data to monitor and analysis our lettings performance. This includes access routes, property size, income, ethnicity etc.

11.2 Lets to homeless households

Through our homeless action plan we monitor our performance on lettings to homeless households.

11.3 Suspensions

We monitor the number of customers who we suspend or decline a home to by ethnicity, gender, disability type or home, income and employment status. .

11.4 Nominations made and accepted

We provide nomination return information to the Local Authorities that require us to do so. We ensure that all nomination percentages are met in line with nomination agreements

11.5 Customer satisfaction

We will use the customer feedback to measure customer satisfaction we record and monitor why customers refuse and leave our homes. Customer feedback influences the future development of our lettings services.