



# Housing Management

## Lodgers and Sub-Tenants

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<b>Scope:</b>	This policy applies to: Circle 33 Housing Trust, Mole Valley Housing Association, Old Ford Housing Association, Roddons Housing Association, Russet Homes, South Anglia Housing and Wherry Housing Association
<b>Effective Date:</b>	May 2008
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<b>Signed Off:</b>	Group Policy Forum, 1 May 2008
<b>Author:</b>	Zoe Buick
<b>Policy Owned by:</b>	Policy and Planning
<b>KLOE:</b>	Tenancy and Estate Management
<b>QAF (Supported Housing):</b>	N/A
<b>Statute:</b>	Housing Act 1985
<b>Regulatory Code:</b>	3.5.3, 3.5.4

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# Lodgers and Sub-Tenants Policy

## 1 Scope

1.1 This policy applies to:

- Circle 33 Housing Trust
- Mole Valley Housing Association
- Old Ford Housing Association
- Roddons Housing Association
- Russet Homes
- South Anglia Housing
- Wherry Housing Association.

1.2 It does not apply to assured short-hold tenants, starter tenants, tenants with demoted tenancies or supported housing residents in either shared or self-contained accommodation.

## 2 Policy Statement

2.1 Circle Anglia encourages tenants to make informed choices about managing their tenancies in a way that meets their own needs and aspirations.

2.2 Choosing to have a lodger or sub-tenant may provide support to a vulnerable or lonely tenant and may make a contribution towards alleviating poverty and maintaining rent solvency.

2.3 Circle Anglia will manage requests from tenants to take in a lodger or sub-tenant within the framework of relevant legislation and the terms of the tenant's tenancy agreement.

2.4 However, Circle Anglia believes that having a sub-tenant may not always be in the best interests of the tenant. We are therefore committed to providing information to tenants about how lodgers and sub-tenants may impact on the tenancy. We will also encourage tenants to explore a range of options before making an informed decision about the type of arrangement that best suits their lifestyle and needs.

### 3 Policy

#### Lodgers

- 3.1 A lodger lives as part of the tenant's household or family and shares the same facilities. This is normally in return for payment of rent. A lodger may also receive services such as laundry, cleaning and meals.
- 3.2 Secure tenants have a statutory right to take in a lodger without seeking permission under the 1985 Housing Act. Circle Anglia grants the same right to assured tenants under the terms of the tenancy agreement.
- 3.3 Although permission is not required, Circle Anglia requests that tenants inform us if they do take in a lodger.
- 3.4 Circle Anglia strongly encourages tenants to seek legal advice before taking in a lodger.

#### Sub-tenants

- 3.5 A sub-tenant pays a charge to the tenant for exclusive use of a room or rooms in the tenant's home. The sub-tenant will usually not share the facilities of the home and will lead a life that is separate from that of the tenant and the tenant's household. In contrast to lodgers, a tenant cannot enter the sub-tenant's designated space without permission from the sub-tenant.
- 3.6 Secure tenants are granted statutory rights under the 1985 Housing Act to take in a sub-tenant with the written permission of their housing association. Circle Anglia grants the same rights to assured tenants under the terms of the tenancy agreement.
- 3.7 We cannot refuse permission for a tenant to have a sub-tenant without good reason and if we give permission, there must be no conditions attached.
- 3.8 Reasonable grounds for refusal may include:
  - where taking in a sub-tenant would lead to the tenant's home becoming statutorily overcrowded
  - where the level of payment to be made by the sub-tenant is regarded as excessive
  - where planned repair or improvement works will affect the accommodation likely to be used by the proposed sub-tenant
  - where the proposed sub-tenant is subject to action for anti-social behaviour

- where the tenant is subject to a possession order.
- 3.9 A breach of tenancy on an unrelated matter such as rent arrears would not be considered reasonable grounds for refusal and each case will be considered on an individual basis.
- 3.10 Where permission is refused, the tenant must be given the reasons in writing. Tenants may then ask the court to consider the matter and make a decision.
- 3.11 In the event that consent is neither given nor refused within a reasonable timeframe, consent will be taken to be withheld. Officers of Circle Anglia should seek to avoid this occurring by dealing promptly with any such requests.
- 3.12 Where permission is given, an assured sub-tenancy will not be used. The granting of assured sub-tenancies is prohibited under the assured tenancy agreement. Although the secure tenancy agreement does not contain such a clause, Circle Anglia refutes any claims of a sub-tenant to security of tenure once the tenant has departed the property.
- 3.13 Tenants are urged to seek legal advice before taking in a sub-tenant.

### **Responsibility of tenants**

- 3.14 Circle Anglia is committed to tackling anti-social behaviour and to setting a standard of acceptable behaviour in neighbourhoods. Circle Anglia holds tenants responsible for the behaviour of lodgers and sub-tenants. If lodgers or sub-tenants cause a nuisance, damage property or harass neighbours, Circle Anglia may take action against the tenant for breach of tenancy.

### **Rights of lodgers and sub-tenants**

- 3.15 Lodgers and sub-tenants do not hold any form of tenancy with Circle Anglia. Circle Anglia has no obligations or responsibilities towards lodgers or sub-tenants.
- 3.16 Where the landlord holds its own waiting list, lodgers and sub-tenants will not be considered as part of the household for transfer purposes.
- 3.17 Lodgers and sub-tenants will likewise not be taken in to account when tenants need to be decanted to an alternative property so that major works can take place in their home.
- 3.18 A lodger has very few rights and can be asked to leave by the tenant with only a reasonable period of notice given.

- 3.19 A sub-tenant has more legal rights than a lodger and if the sub-tenant will not accept a reasonable period of notice from the tenant, the tenant must serve a Notice to Quit (NTQ) and obtain a possession order in the county court. The court has the power to suspend the order for possession on a restricted contract for up to three months. This order can only be enforced by a court bailiff.
- 3.20 Lodgers or sub-tenants left in occupation when the tenancy ends or if the tenant has abandoned the property will not be regarded as having any rights to security and will be deemed to be illegal occupiers. Circle Anglia will take appropriate action to repossess the property.

### **Sub-letting the entire property**

- 3.21 Tenants cannot sub-let or give up possession of the whole of their home. In doing so, they have breached the terms of the tenancy agreement which stipulates that the property must be used as the tenant's only or principal home.
- 3.22 When tenants move out, they must not leave lodgers or sub-tenants in the property. Tenants are responsible for ensuring that lodgers and sub-tenants are given a reasonable period of notice or in the case of a sub-tenant, pursuing legal action to force vacation of the property. In these circumstances, sub-tenants will be considered to be illegal occupants and action taken against them to vacate the premises according to the [Abandonment and Absent Tenants](#) policy.

## **4 Service Standards**

- 4.1 We will answer letters and emails from tenants regarding lodgers or sub-tenants within 10 working days.
- 4.2 We will provide advice to tenants who wish to take in a lodger or sub-tenant, so that they can make an informed decision and so that the tenancy implications are clearly understood.

## **5 Equality and Diversity**

- 5.1 We recognise that customers of all races, ages, religions, gender, sexual orientation, literacy levels and disability should be treated equally and fairly and we will not discriminate in implementing these policies and procedures.

- 5.2 We will be sensitive to tenants' individual needs and will tailor our services and approach accordingly.
- 5.3 We will take steps to identify any language or communication requirements and ensure that we provide information in the appropriate format.
- 5.4 All customers will have access to this document upon request or from our website [www.circleanglia.org/residents](http://www.circleanglia.org/residents), where appropriate.
- 5.5 This document can be translated or provided upon request in alternative formats, such as, Braille, large print and audio.
- 5.6 Equality and diversity training is mandatory for all staff.

## **6 Publicising the Policy**

- 6.1 Circle Anglia publicises its policies and procedures on Lodgers and Sub-Tenants to residents and staff in a number of ways:
- Resident Handbook
  - Leaflets
  - Resident Newsletters
  - Resident Website
  - CIRANO
  - Policy Briefings
  - Training

## Glossary

<b>SMPRG</b>	Senior Managers Policy Review Group
<b>OF HS</b>	Old Ford Housing Services
<b>OF TML</b>	Old Ford Tredegar, Monteith, Lefevre (residents' group)
<b>GPF</b>	Group Policy Forum

<b>Connected Policies:</b>	<a href="#">Anti-Social Behaviour</a> <a href="#">Abandonment and Absent Tenants</a> <a href="#">Assignment to a Potential Successor</a>
<b>Forms and Letters:</b>	<a href="#">Sub-Tenant Approved</a> <a href="#">Sub-Tenant Refused</a>
<b>Leaflets:</b>	<a href="#">Anti-Social Behaviour</a>

## Version history

<b>Version no.</b>	1	<b>Date effective:</b>	July 2006
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<b>Consultation:</b>	Staff, SMPRG, Old Ford Housing Services (OFHS); Old Ford Tredegar, Monteith, Lefebre, (OFTML).		
<b>Signed off by:</b>	GPF 30/06/06		
<b>Author:</b>	Zoe Buick		

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<b>Consultation:</b>	Neighbourhood Staff (all RSLs); Operations Working Group (MVHA); SMPRG; GPF		
<b>Signed off by:</b>	GPF 1 May 2008		
<b>Author:</b>	Zoe Buick		

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