

FORTH HOUSING ASSOCIATION LIMITED

SUBLETTING POLICY

1.0 Equal Opportunities

- 1.1 Forth Housing Association believes that certain sectors of the population are disadvantaged by individual and group values, as well as by organisational structures. In respect of its allocation of tenancies, selection of building contractors and other contractual activities Forth Housing Association seeks to avoid all such forms of discrimination.
- 1.2 In its consideration of application for membership of the Association, Forth will ensure that no individual will receive less favourable treatment on the grounds of race, gender, nationality, marital status, responsibility for children or dependants, disability, sexuality, age, religious belief or HIV infection or AIDS. The Association is keen to encourage membership applications from disadvantaged people. Positive action will be used as and when thought necessary to this end.
- 1.3 In all its operations and activities the Association expects that all members will adhere to the Equal Opportunities Policy of the Association and affirms that failure to do so may result in disciplinary measures being taken by the Association.

2.0 Introduction

- 2.1 The Association's Sub-Letting Policy will allow tenants to sub-let their home, when eligible, in order to make the best use of the housing stock.
- 2.2 Sub-letting describes the process which takes place when a tenant (the principal tenant) rents all or part of their home to another person. This person then becomes the sub-tenant of the principal tenant.

3.0 General Principles

- 3.1 The Association tenants have the right to sub-let their homes provided the eligibility criteria are met and they have the prior written consent of the Association.
- 3.2 There is no legal relationship between the sub-tenant and the Association. The principal tenant will continue to be responsible for all the conditions of the tenancy and to pay rent directly to the Association.
- 3.3 The amount of rent charged to the sub-tenant cannot be higher than the monthly rent charged by the Association to the principal tenant. Any refundable deposit cannot exceed the equivalent of one month's rent.
- 3.4 *The Tenant*
 - a. *must notify the Association of any proposed increase in the rent which was payable by the subtenant at the commencement of the subletting;*
 - b. *must not increase the rent if the landlord objects to the increase.*

- 3.5 The property is let fully furnished and the sub-tenant should have use of all fixtures and fittings.
- 3.6 The period of the sub-let will be for a maximum of six months. The sub-let may be extended beyond this maximum period at the discretion of the Association.
- 3.7 It is the responsibility of the principal tenant to advise the statutory authorities, including Scottish Power, British Gas, British Telecom, Council Tax and Housing Benefit (if relevant) of the sub-tenancy arrangement.
- 3.8 All information received in connection with an application to sub-let is strictly confidential. The Association complies with the requirements of the Data Protection Act 1984.

4.0 Eligibility Criteria

- 4.1 The rent account of the principal tenant must be up to date before a sub-let is approved. A sub-let may be approved if arrears have resulted from a change in circumstances or a delay in receipt of benefit.
- 4.2 The proposed sub-tenant must be approved by the Association, who will require a satisfactory report from a current/former landlord or employer. A sub-let will not be approved if the proposed sub-tenant already has permanent accommodation (owned or rented) or is not considered to be in housing need.
- 4.3 The proposed sub-let must not result in the overcrowding or underoccupation of the property.
- 4.4 Specially adapted accommodation (such as wheelchair standard) or accommodation with additional services (such as sheltered housing) will not be eligible for sub-let unless the sub-tenant requires that type of accommodation.
- 4.5 The principal tenant and the sub-tenant must agree to use the Association Sub-Tenancy Agreement, or an equivalent agreement approved in advance by the Association.
- 4.6 *There are, in particular, reasonable grounds for refusing consent:*
- a. the Association has served on the tenant and any qualifying occupier a notice of proceedings for possession*
 - b. an order for recovery of possession of the house has been made against the tenant*
 - c. If an anti-social behaviour order has been made against the tenant or anyone residing in the property*
 - d. it appears to the Association that payment other than rent or deposit which is returnable at the termination has been or is to be received by the tenant in consideration of the subletting*

5.0 Sub-letting Procedure

- 5.1 The principal tenant must inform the Association in writing that they wish to sublet. The Association will need to know the name and address of the proposed sub-tenant, the proposed length of the sub-tenancy, the proposed rental and the reason for the sub-let. The Association will also require a satisfactory current or former landlord report for the proposed sub-tenant.

- 5.2 Housing management staff will meet the principal tenant to go over the details of the proposed sub-let and to explain the implications of entering into a sub-tenancy agreement.
- 5.3 If the proposed sub-let meets all the criteria, then the principal tenant will be informed in writing that the sub-let will go ahead and a date is agreed for the signing of the sub-tenancy agreement.
- 5.4 It will then be arranged for the principal tenant and the sub-tenant to come into the office to sign the sub-tenancy agreement. This ensures that both parties are aware of the consequences of signing the document. The subtenant is advised that, at the end of the sub-tenancy, the Association will not be responsible for rehousing.

6.0 Appeals Procedure

- 6.1 All tenants have the right to appeal against any decision made concerning their request to sub-let their home. The appeal must be made in writing and should be addressed to the Director who will investigate the situation and respond in writing within 28 days.
- 6.2 If the applicant is not satisfied with the decision of the Director then they have the right to appeal in writing to the Management Committee. The Committee will review the situation and respond within 7 days of the Committee meeting.

7.0 Policy Availability

- 7.1 Additional copies of this Sub-Letting Policy are available on request and free of charge from the Association's office. A summary of the Sub-Letting Policy can be made available in a number of other languages and on tape, if required.

8.0 Data Protection

- 8.1 When implementing the policies and procedures of Forth Housing Association all staff and committee members must adhere to and be aware of the requirements of the Association's approved Confidentiality Policy and the Data Protection Act 1998. In situations where there may be any doubt about the requirements of the Data Protection Act 1998 it is recommended that the Association seeks the views of its legal advisors.

9.0 Policy Review

- 9.1 The Committee has agreed that the Sub-Letting Policy be reviewed regularly to ensure that the aims of the Policy are being achieved.

Management Committee Approval 3/96
Reviewed 06/99
Reviewed 07/02
Reviewed 10/02