

# Allocations Policy

## 1. Summary

- 1.1. The Tenancy Standard of the regulatory framework (April 2016) requires Registered Providers (RPs) to let their homes in a fair, transparent and efficient way, considering the housing needs and aspirations of tenants and potential tenants.
- 1.2. The Home Standard of the regulatory framework (April 2016) requires Registered Providers (RPs) to:
  - 1.2.1. provide a cost-effective repairs and maintenance service to homes, and communal areas that responds to the needs of, and offers choices to, tenants, and has the objective of completing repairs and improvements right first time.
  - 1.2.2. meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes.
- 1.3. Specific requirements of the Home Standard are that RPs shall:
  - 1.3.1. ensure a prudent, planned approach to repairs and maintenance of homes and communal areas. This should demonstrate an appropriate balance of planned and responsive repairs, and value for money. The approach should include: responsive and cyclical repairs, planned and capital work, work on empty properties, and adaptations.
  - 1.3.2. Co-operate with relevant organisations to provide an adaptations service that meets tenants' needs.
- 1.4. This policy sets out SHAL's commitment to allocating its homes in a fair and transparent manner and how SHAL will ensure it meets the above regulatory requirements in the repair, maintenance and re-let of its homes.

- 1.5. In addition, The Tenancy Standard of the regulatory framework (April 2016) requires RPs to let their homes in a fair, transparent and efficient way, considering the housing needs and aspirations of tenants and potential tenants.

## 2. Objectives

- 2.1. The main objectives of this policy are to set out how:
  - 2.1.1. SHAL re-lets homes efficiently and effectively with minimal cost and delay.
  - 2.1.2. Ensures the outgoing tenant is aware of their responsibilities and what they need to do to in order to return a decent home; avoid being re-charged and leave debt free.
  - 2.1.3. To recover outstanding debts effectively.
  - 2.1.4. To ensure that the right property is let to the right tenant in the right condition at the right time.
  - 2.1.5. To ensure consistency of practice in the letting of our homes.
  - 2.1.6. Ensures the incoming tenant sustains their tenancy by looking after their home, paying their rent and being a good neighbour.

## 3. Details

- 3.1. This policy covers the re-let of SHAL's homes from when an outgoing tenant advises us they intend to give 4 weeks' notice to end their tenancy.
- 3.2. Giving notice and the notice period:
  - 3.2.1. In order to give notice to end the tenancy, the outgoing tenant must complete a 'Notice to Quit' document which provides 4 weeks' notice of their intention to end their tenancy.
  - 3.2.2. SHAL will discuss with the tenant the reasons why they are giving notice. The tenant may choose to change their mind.
  - 3.2.3. SHAL will confirm the total rent which will be payable by the date the tenancy is due to end and any current re-charges that need to be paid.

It may be the case that some recharges can only be identified once the

property has been emptied and the keys returned to us. We will confirm this throughout the NTQ process and in our correspondence with the tenant.

3.2.4. SHAL will inspect the property with the tenant during the notice period, and advise the outgoing tenant of their specific responsibilities and what they're required to do before the tenancy ends. SHAL will keep in regular contact with the outgoing tenant during their notice period

### 3.3. End of tenancy:

3.3.1. The keys to the property should be returned to SHAL offices by 9:30am on the day the tenancy ends. If the keys are not returned on time we may need to organise a lock change which is a rechargeable cost to the outgoing tenant. Once the keys have been returned, we will inspect the property again and compile a standard scope of works and confirm what additional re-charges the outgoing tenant will be liable for.

3.3.2. We will confirm with the outgoing tenant in writing all of the outstanding costs, re-charges and rent arrears (if applicable) owed at the end of the tenancy. It may be necessary to estimate the cost of recharges until this information is known, which may not be until invoices have been received from contractors for any works completed.

### 3.4. Advertising the property

3.4.1. SHAL's housing can be accessed by Homefinder Somerset and by mutual exchange. We do not accept direct applications.

3.4.2. SHAL will aim to advertise the property via the Choice Based Lettings System before the current tenancy comes to an end and no later than the next lettings cycle after Notice has ended. The advertisement may be delayed if there are major works required to the property in order to get it ready to re-let.

3.4.3. Any request for a direct let outside of the Choice Based Lettings System should be agreed with the Management Team. A direct let can only be

considered if the need to move is urgent or outside of the Homefinder Somerset policy i.e., an urgent move to flee domestic abuse or serious anti-social behaviour.

- 3.4.4. Once the property has been advertised and a shortlist has been generated, we will make contact with each applicant in priority order.
- 3.4.5. During our pre-tenancy work with a prospective tenant, we will carry out a comprehensive assessment of their financial circumstances and a benefit entitlement check. We will ask for evidence of income of every adult in the household and details of their employer and their address. We will also obtain ID documentation for every adult in the household.
- 3.4.6. We will require consent from an applicant to complete a credit check as part of the verification process. This check will support our process and will confirm that the information provided to us during the verification is accurate, including outstanding debts and address history. Failure to provide consent for a credit check will result in the application failing the verification.
- 3.4.7. During the verification visit with an incoming tenant we will inspect their current home (and discuss conditional permission for any pets they may have)
- 3.4.8. We will talk about why they're moving and the suitability of the home they're applying for
- 3.4.9. We will complete an affordability assessment including:
  - o A comprehensive income and expenditure form for all adults in the household
  - o Checking any supporting documents confirming all income and expenditure (including at least 3 months of bank statements)
  - o Checking they're able to afford the rent and pay at least 1 month's rent in advance

- o Checking they're able to set up a direct to pay the rent regularly and in advance

3.4.10. Confirm the personal details for all members of the household (including National Insurance numbers for those of age)

3.5. We will provide advice to any prospective tenant who may be claiming Universal Credit for the first time, and if they are identified as falling within a Department of Work and Pensions (DWP) Tier One or Tier Two Factor grouping then an immediate request for an Alternative Payment Arrangement (APA) may be made if an offer of a tenancy is made.

3.6. Prior to the start of a new tenancy, the prospective tenant must pay one month's rent in advance to ensure their tenancy does not start with a debt. We will provide advice and signpost if this will be difficult or not possible for them. This could include referrals to the Local Authority or the Credit Union.

3.7. In order to maximise tenancy sustainment and to reduce the risk of a new tenancy failing, tenants must be provided with advice, support and assistance by being explicit about our financial inclusion offer and concentrating on issues around affordability such as access to welfare benefits advice, financial advice and developing the most convenient payment methods with promoting direct debit.

3.8. Where possible, we will aim to allocate the property to a new tenant within the outgoing tenant's notice period, unless it is identified that the property will need 'major works' i.e. a kitchen or bathroom replacement. In these circumstances the property may be advertised at a later date.

3.8.1. When it is safe to do so we will view the property with the incoming tenant. SHAL will make sure the property is clean, clear and safe. We will not decorate the property if the standard of decoration is to an acceptable standard.

- 3.8.2. Where this is the case, we may provide a decoration voucher in order for the incoming tenant to decorate the property to their own taste.
- 3.8.3. There may be occasions whereby more work is needed, i.e. decorating or installing minor adaptations for an incoming tenant with disabilities. In these circumstances, the Housing Officer should discuss this at the weekly re-let review meeting, to put in place a plan which both meets the needs of the incoming tenant and is achievable for SHAL.
- 3.8.4. There are some circumstances in which SHAL may not accept applicants for housing, for example, where people applying for a SHAL home:
- 3.8.5. Have refused to consent to any relevant checks or who have proved to have given false or misleading information on their application or have previously obtained a tenancy by deception. Where an offer of re-housing has been made or a tenancy awarded based on false or misleading information SHAL Housing may withdraw the offer or take legal action to recover the property.
- 3.8.6. Have a high level of rent arrears and where they have shown no commitment to reducing these debts
- 3.8.7. Have a history of unacceptable behaviour or may pose a significant risk of harm to the health, safety and/or wellbeing of staff, contractors, the community or the public
- 3.8.8. Would, in our opinion, be unable to sustain a tenancy without specific support and a suitable support package which SHAL could not maintain.
- 3.8.9. Are subject to immigration control within the meaning of the Asylum and Immigration Act 1996
- 3.8.10. Have any history of Illegal or immoral use of a property which has led to legal action and or a prison sentence
- 3.8.11. The above list is not intended to be exhaustive and each application will be considered individually taking all circumstances into consideration.

### 3.8.12. Rehousing sex offenders

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Current version	Date agreed/reviewed	Review due	Owner	Pages
2.1	2023-06	2026-06	HM	Page 6 of 10
Crypton House, Bristol Road, Bridgwater, TA6 4SY – Online: <a href="http://www.shal.org">www.shal.org</a> – Email: <a href="mailto:information@shal.org">information@shal.org</a> – Tel: 01278 444344				
<i>SHAL is registered in England and Wales as a Community Benefit Society and an exempt charity (number 27772R).</i>				

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- 3.8.13. SHAL recognises that people should not be excluded from applying for housing simply because they may be a convicted sex offender. We do however:
- 3.8.14. Acknowledge the importance of working with relevant agencies to maximise the safety of the community and minimise any risk.
- 3.8.15. Ensure that a strategy for managing the risk from sex offenders is developed and put into place with other relevant agencies to ensure all applications are investigated prior to an area being considered appropriate for re-housing sex offenders
- 3.8.16. Ensure that consideration is given to the area in which a home is offered, taking into account issues such as the proximity to vulnerable children and adults, location of nearby schools, parks and play areas.
- 3.8.17. How applicants can appeal
- 3.8.18. If a person who has applied for housing with SHAL is unhappy with a decision or feels aggrieved at the treatment they have received from SHAL, they may appeal in writing in line with the Complaints Policy.
- 3.8.19. Exceptions
- 3.8.20. SHAL reserves the right to re-house any person for whom they feel there is a special case, which warrants special treatment over and above that defined in this policy, and such cases will be dealt with accordingly.

### 3.9. Re-letting the property:

- 3.9.1. We will send the incoming tenant all of the necessary documents and paperwork prior to the sign-up appointment, in order for them to have time to read through everything in detail.
- 3.9.2. Prior to the sign-up appointment, the incoming tenant must pay one month's rent in advance and set up a direct debit. The Housing Officer should check with finance that this has been received prior to the keys being released to the incoming tenant.

- 3.9.3. We will explain the terms and conditions of the tenancy agreement in detail and meet the new tenant at the property to sign the tenancy agreement and other relevant documents.
- 3.9.4. We will confirm the total amount of rent due before the end of the financial year and that the rent will be reviewed every year in April.
- 3.9.5. We will confirm that the property must be returned to SHAL a reasonable condition, being clean and clear of all personal items and in good decorative order.
- 3.9.6. We will keep in regular contact with the new tenant and visit the property regularly to ensure the tenancy is being sustained, the rent is being paid, the property is being maintained and the tenant is a good neighbour.
- 3.9.7. All relets whether by mutual exchange or homes let via the choice based lettings system must be signed off prior to an offer of accommodation being made. This sign off must be completed by either the Housing Manager or another member of the Management Team in their absence.

#### **4. Desired Outcomes**

- 4.1. Outgoing tenants are made aware of their responsibilities and complete all repairs they are responsible for before leaving the property.
- 4.2. Outgoing tenants end their tenancy with no arrears, no re-charges and no unpaid debts on utility meters.
- 4.3. Homes are re-let (with minimal cost and delay) to the right tenant in the right condition at the right time.
- 4.4. New tenancies are sustained and all Probationary tenancies are converted to Assured tenancies after 12 months.

#### **5. Consultation**



- 5.1. A draft copy of this policy will be available on our website to allow members of the public an opportunity to comment on its contents prior to being submitted for approval by SHAL's board.
- 5.2. All tenants will be contacted by text to let them know of its availability online and also a draft copy will also be made available on request.
- 5.3. SHAL's tenant scrutiny panel will also be invited to review the policy and suggest any comments and amendments prior to the policy being approved by the board.

## 6. Equality and Diversity

- 6.1. SHAL celebrates diversity and promotes that equality for all is a basic human right. SHAL will consider all applicants for rehousing and will not discriminate on grounds of age, disability, gender reassignment, sexual orientation, marriage and civil partnership, pregnancy and maternity, race, religion and belief and gender.
- 6.2. SHAL will advise and signpost people with special circumstances or needs unsuitable to SHAL properties to landlords who have specialities in this area and provide any contact information required.

## 7. Value for Money

- 7.1. SHAL is committed to delivering excellent services which offer value for money. This policy aims to deliver value for money in the following ways:
  - 7.1.1. Operating an efficient re-let process that makes the best use of our homes.
  - 7.1.2. Reducing rent loss and ensure a proactive and efficient turnaround of empty homes.
  - 7.1.3. Reducing void costs and void turnaround times year on year

## 8. Owner

8.1. Housing Manager

## 9. Version and Revisions

9.1. This policy will be reviewed every 3 year(s).

9.2. Revisions

New version	Date	Revision details
1.1	16/11/2022	Additional of further information relating to the re-let process following a systems thinking review.
1.2	19/12/2022	Paragraph 3.4.5
2.0	07/06/2023	Merged relevant information from a duplicate policy 'Accessing a SHAL home': Paragraphs 3.8.4 – 3.8.20
2.1	21/09/2023	Paragraph 3.9.2 added to include re-let sign off by the Housing Manager or another member of the Management Team.