

## 1. Purpose and objectives

- 1.1. Alliance Homes owns and manages approximately 6,500 homes in North Somerset and the Southwest of England, allowing our customers access to good quality housing, with affordable rents. We aim to create sustainable homes for those in the greatest housing need.
- 1.2. This policy covers properties allocated via a choice-based lettings process including those:
  - Let at a social rent
  - Let at an affordable rent
  - Current customers who are seeking urgent alternative accommodation
  - Extra Care housing and specialist schemes.

This policy does not apply to:

- Properties let at a market rent
- Home Ownership, such as Leasehold or shared ownership
- Other sale or rental products which we may wish to let outside of the Choice Based lettings process e.g.: Right to Own.

- 1.3. The objective of this policy is to:
  - a) Ensure we make the most effective use of our housing stock by allocating homes that best meet housing applicant's needs.
  - b) Create tenancies which are sustainable (both socially and economically) and that contribute to stable communities.
  - c) Minimise the length of time that our properties are empty between lettings.
  - d) Ensure that any new build or acquired properties are occupied without delay.
  - e) Work closely with local authorities in our area of operation to enable them to carry out their statutory duties to provide properties for their customers in housing need.

## 2. Responsibilities

- 2.1 Our Lettings Policy is aligned to the allocation policies of the Local Authorities in which we operate.

- 2.2 The Tenancy Services team are responsible for the allocation of our homes. They will actively seek to ensure the customer is at the heart of our decision making whilst ensuring the best use of our housing stock.

## 3. Policy detail

### **Empty Homes standard**

- 3.1 When a home becomes empty it is fully surveyed, and work undertaken in line with our current Empty Homes standard.
- 3.2 We will bring each property up to the Decent Homes Standard where possible. We will assess the energy performance of each property that becomes empty and seek to undertake any improvement works and any other identified work whilst the property is empty however there may be occasions where work may be carried out after the new customer has moved in. Where this happens, we will inform the customer of the scope of the works and the timescale for completion.
- 3.3 Before re-letting, we ensure that the appropriate certifications are obtained to confirm that all necessary electrical, gas, solid fuel, and asbestos safety checks.
- 3.4 These certificates will be provided to the new customer at sign-up. Where a flat or maisonette has an individual garden, a site plan showing its location and access will be provided.
- 3.5 We fit appropriate shuttering where there may be a risk of unauthorised occupation, break-in, or vandalism. On occasion, this may be extended to custodian/guardian and/or security presence.

### **Decorative standards**

- 3.6 All properties are decorated in line with the agreed current empty homes standard.
- 3.7 In some circumstances and in agreement with the the incoming customer we may offer a paint pack to enable the customer to decorate themselves.
- 3.8 All temporary and specialist accommodation will be fully decorated.

### **Temporary accommodation and specialist projects (Housing First, Refugee and Young person's schemes)**

- 3.9 Temporary accommodation is provided under agreement for North Somerset Council. Allocations are made through referrals received directly

from the Homelessness Team. Numbers and types of accommodation can vary depending on need within the district.

- 3.10 In partnership with local authorities we may enter into agreements to support specialist initiatives within our existing housing stock. E.g., Housing First, move on accommodation for care leavers.
- 3.11 Due to the nature of this accommodation, additional priority may be applied to the empty property procedures to ensure a quicker turnaround depending on demand for these homes.
- 3.12 These units are carpeted throughout, and curtains provided, customers are required to sign disclaimers to ensure that the items provided remain at the property and in a good condition.

## **Learning disability accommodation and extra care**

- 3.13 The empty homes standard for these types of properties includes decorating and provision of floor coverings. Further information around the allocation of these schemes is noted in section 3.26.

## **Furnished or part furnished accommodation**

- 3.14 We have a small number of furnished properties, where the customers have a specific need, and these properties will be service chargeable, and Alliance Homes will be responsible for replacing such items. We record a full inventory of items provided (and condition of the decoration and fixtures and fittings) as part of the void management of these properties.

## **Property allocation**

- 3.15 We work in partnership with local authorities to help meet their housing strategy objectives. We are actively working with local authorities within North Somerset, South Gloucestershire, Bristol, Sedgemoor, and Bath & North East Somerset.
- 3.16 Choice Based Lettings (CBL) schemes operate under several principles which we will aim to follow wherever practicable. Under this scheme, local authorities maintain the waiting list of applicants for social housing in the areas for which they are responsible, assess the housing needs of all applicants and place them in corresponding bands of priority.
- 3.17 We adopt the following principles around the allocation of our properties as follows:
  - Houses with gardens will generally be allocated to families with children under the age of 16 unless exceptional circumstances apply, and a mutual agreement has been made prior to advertising

- Bungalows are usually appropriate only for applicants demonstrating a need for level access accommodation for themselves or a member of their household
- Properties adapted for applicants with disabilities are, where possible let to people demonstrating a need for the adaptation(s) for themselves or a member of their household
- Age restricted accommodation for older people.

## **Using Choice Based Lettings schemes ('CBL')**

- 3.18 We are committed to advertising the majority of our vacant properties through the CBL scheme.
- 3.19 When advertising a property through CBL, we indicate features such as property type, number of bedrooms and extent of adaptations (if any) so that it can best be matched to those applicants who make a bid. All properties are advertised with the weekly rent, applicable service charges and we indicate the expected amount of rent to be paid in advance.
- 3.20 Subject to restrictions, anyone on the waiting list may bid for any advertised property through CBL that meets their needs.
- 3.21 Existing customers can seek alternative accommodation within our stock by applying to the CBL waiting list. We will not approve transfers where customers do not comply with the terms of their existing tenancy agreement.
- 3.22 Up to 25% of the properties that we advertise for letting through the CBL scheme are available to Alliance Homes customers only. We will use a proportion of this quota to help customers affected by under occupation to downsize. The property advert will always make it clear whenever this restriction applies.
- 3.23 For each vacant property that is advertised through CBL we will receive a shortlist of bidders, who have met the lettings requirements for the property, in priority order of their housing need. Subject to section 8 (withholding an offer) of this policy, we allocate the property to the bidders in the order of priority established by the CBL scheme.
- 3.24 There may be times when advertising a property through a CBL scheme fails to provide a prospective customer. On such occasions, we may decide that it is suitable to re-advertise or where necessary, will advertise using other appropriate means to find a customer. In these cases, the appropriate 'Right to Rent' checks will be carried out to ensure that all the prospective tenants and occupants have a right to rent in the UK.

- 3.25 Whilst we manage our allocations via CBL's, we will hold our own waiting list for applicants who have expressed an interest in our harder to let properties or specialist schemes, where these have been hard to let via the CBL route.
- 3.26 The allocation of our temporary accommodation, specialist accommodation and extra care schemes within North Somerset will not use CBL's but be allocated via an agreed direct referral process with North Somerset Council.

## **Local Lettings Plans ('LLP')**

- 3.27 In order to make best use of available stock and/or to contribute to the creation of a balanced and sustainable community we may modify our allocation criteria when advertising a property within a pre-determined area or other specific location.
- 3.28 Within new developments, where there is already a mixed tenure, we will work closely with the local authority to ensure we create a balanced, sustainable community. We may decide on schemes having age restrictions, local connections and/or a local lettings plan considering any managing agent criteria.

## **Tenancy fraud**

- 3.29 To verify the identity of prospective new tenants of Alliance Homes we will obtain two forms of identification. In cases of joint tenancies, proof of identification is requested for each joint applicant.
- 3.30 Having effective measures to tackle tenancy fraud and unlawful occupation of our homes is a key part of the lettings process. We have a Tenancy Fraud Policy that defines tenancy fraud and our response to it.

## **Affordability and affordable tenancies**

- 3.31 To enable all customers, including those already living in our homes to be successful in their new tenancies, we carry out pre tenancy checks. We assess their customers ability to sustain a tenancy, identify whether additional support is needed and assess the ability to afford the property they have successfully bid for.
- 3.32 We will also use these checks to validate the need and identity of the prospective customers; this will include current and previous addresses.
- 3.33 As a result of the above checks, there may be an occasion when an offer is withdrawn where we are unable to validate an address or where the tenancy may be unsustainable due to affordability reasons.

- 3.34 Will consider the affordability of the housing offer even though the local authority has awarded the need for the additional bedroom space. As a landlord we will review any case where we have concerns that the customer may be unable to afford the additional rent payments or where we do not feel this is best use of our housing stock.
- 3.35 In allocating our properties we work with relevant statutory and voluntary agencies to assess and manage the risks associated with housing vulnerable or disadvantaged people to ensure, wherever possible, that adequate support is provided to enable a tenancy to succeed. We will normally decline to house anyone where, in our opinion, such support is necessary but not available and/or they are not engaging with that support.

## **Creating sustainable communities**

- 3.36 To achieve sustainable communities, with the agreement of the local authority we may impose additional checks, and we may refuse applicants with the following history:
- a) Drug misuse or drug dealing. If the use was historic, we have the right to review whether the scheme would be suitable and may still refuse
  - b) Anti-Social Behaviour which has directly affected the customers neighbours, in which their current landlord has documented such incidents
  - c) Being responsible for a hate crime
  - d) The perpetrator of domestic abuse
  - e) Any other breaches of tenancy, in which the landlord has sought to take some form of action against the customer
  - f) Police involvement.
- 3.37 In some cases, properties will be advertised as a 'sensitive let' there may be a number of reasons for this but will usually occur where there have been serious management issues at the property. For example, a sensitive let may be considered when letting a property if a community has been subject to serious and/or prolonged anti-social behaviour from the vacant property or where the previous customer was the victim of harassment or a hate crime. As a landlord we will ensure that all points covered in section 3.36 above will be investigated and if found to be correct a refusal will be made to the applicant.
- 3.38 We may decide not to make an offer of accommodation to any person who has committed or intends to live with a person who has committed unacceptable behaviour and/or where, in our opinion, there is evidence to

show that the person is likely to continue with this unacceptable behaviour in the future.

- 3.39 Before making any offer of accommodation, we will determine whether the bidder owes rent or other debt to Alliance Homes or any other provider of social housing. In these circumstances, we regard any amount that forms part of an undischarged Bankruptcy or Debt Relief Order to still be a debt.
- 3.40 Depending on the level of such debt, we can make an offer of accommodation to a bidder who has demonstrated a commitment to clearing the debt. A minimum of 6 months of payments would need to be demonstrated. Clearing a debt to Alliance Homes in full would be a condition of the tenancy agreement for the property being offered. This includes where a previously written off debt has been reinstated.
- 3.41 For those customers in our Temporary Accommodation we will have an expectation of a clear rent account. Due to the sensitive nature of these properties, we will discuss with our Income Team how best to proceed before an offer of accommodation is made.

## **Payment in advance**

- 3.42 New customers (including those transferring in certain circumstances) will be expected to pay a payment in advance from the start of their tenancy in accordance with the terms of the tenancy agreement:
- Customers who work will need to pay two weeks in advance pre-sign up
  - We will refer customers onto other agencies that may help find these funds, during the assessment period
  - This payment must remain on the customer's account, throughout the duration of their tenancy and a clear rent account will be a requirement of a tenancy conversion at 6 months. Our Customer Income Team will help support customers during their tenancy and will give advice on achieving the two-week payment in advance.

## **Adaptations**

- 3.43 We may consider minor adaptations or local authority funded Disabled Facilities Grant ('DFG') adaptations to an empty property before letting where the new customer (or a member of their household) is disabled and requires such adaptations, and where there will be no additional Empty Homes costs. We may also consider additional reasonable works or alterations to accommodate a customers' needs.
- 3.44 All DFG requests will be reviewed by Alliance Homes when received to assess whether the request is practical or whether there should be a

consideration and discussion with the customer to assess what future options may be available as an alternative or addition to the DFG request.

- 3.45 When letting a property, we highlight any existing major adaptations in the CBL advert and restrict its availability to bidders who need such adaptations.
- 3.46 Where required, we may arrange for a prospective customer to view a property with an Occupational Therapist to assess the suitability of the property and the extent of any necessary further adaptation.

## **Tenancies**

- 3.47 We will normally offer a starter tenancy to a new customer. This is an assured shorthold tenancy that we will convert to a non-shorthold assured tenancy after no more than 18 months, if there has not been any breach of the tenancy conditions.
- 3.48 Serious breaches, including rent arrears greater than eight weeks gross rent and within 18 months of tenancy inception, will result in Section 21 Possession Proceedings. Such action will be subject to approval from the Head of Customer Experience and/ or Director of Customer Services.
- 3.49 A tenancy start date can take place on any date however the rent liability date will commence from the nearest Monday, after the tenancy start date.
- 3.50 In certain circumstances we will consider offering fixed-term tenancies in relation to social housing and affordable homes. Examples include, but are not limited to the following:
- Large properties with four+ bedrooms
  - Properties with significant specialist adaptations.

## **Accommodating under 18s (minors)**

- 3.51 A minor can enter into a binding tenancy agreement and enjoy the benefits of that agreement but in doing so they are responsible for meeting all obligations of the agreement. In accordance with accepted good practice, Alliance Homes expects to obtain a guarantor to support the minor in their tenancy.
- 3.52 Nonetheless, a minor cannot hold a legal interest in land until they are 18. This interest must be held in trust on their behalf by a trustee and accordingly we require the guarantor to fulfil this role also.



- 3.53 When offering accommodation to a vulnerable person we work with statutory and voluntary agencies to ensure that adequate support is provided to enable the tenancy to succeed.
- 3.54 A customer under the age of 18 could reasonably be described as vulnerable and therefore, we would seek to have an adequate support package in place before offering a tenancy to a minor. The role of a guarantor is therefore considered fundamental to this support package.
- 3.55 In circumstances where the minor has been “looked after” by the local authority, the authority has a responsibility to the young person until they are 21. In such a case, we will expect Social Care to act as guarantor within the terms of our Guarantor Agreement.
- 3.56 As with any new customer, we will offer a minor an assured shorthold tenancy in the form of a starter tenancy.

## **Downsizing**

- 3.57 As a way of assisting our customers with downsizing their home, we may award a grant to any assured tenant who moves to a smaller property.
- 3.58 This scheme is reviewed on an annual basis and subject to budget availability.
- 3.59 The grant is available in any combination of the following methods:
- Upon completion of the move
  - Direct to the supplier (e.g., removal company, utilities company, etc.) on receipt of written instruction from the customer.
- 3.60 We will make a deduction to cover any rent arrears, court costs or other debts owed by the customer to Alliance Homes from the grant before making any payment.

## **Direct lets**

- 3.61 A direct let will only be used in exceptional circumstances where we may offer a property directly to any appropriate person without advertising the property for letting through the CBL scheme.
- 3.62 Circumstances that may qualify for a direct let include but are not limited to:
- Where a customer is affected by property redevelopment work or where substantial major repairs need to be carried out or the scheme removed from our existing stock

- When a customer has succeeded to a property which is too large for their needs, and they are not entitled to stay in it
- If a customer is under-occupying, however initially in these instances we will recommend discussions with the CBL schemes
- Where an existing customer, due to medical and/or support needs require a move to a lower floor accommodation in the same scheme/block or street
- Where a scheme or block of properties has a change of designation and/or where full or partial decommissioning has been approved, and an existing customer wishes to move.

3.63 To ensure this option is exercised in a fair and transparent manner, approval must first be sought from the Lettings, Assistant Manager. The request will then need the approval of the Tenancy Services Manager and sign off by the Head of Customer Experience (Housing Services).

3.64 We can grant or withhold a tenancy of a particular property to any person or household where extraordinary or exceptional circumstances apply and to do so would meet the best principles of sound housing management.

3.65 We will not consider transferring customers who are in breach of their tenancy conditions such as, but not limited to: outstanding rent arrears, threats of violence to neighbours or members of staff or current incidents of anti-social behaviour.

## **Continuous recording**

3.66 We participate in the CORE national scheme of Continuous Recording of all new lettings on behalf of the Regulator for Social Housing.

3.67 We report data via the approved database internally, to ensure that the information recorded is correct both via their scheme and our own reporting mechanisms

## **Employees, Board Members, and their close connections**

3.68 Employees and Board members (including co-optees) of Alliance Homes and their close connections (including close relatives, close friends and close business colleagues) must make a declaration when applying to any CBL scheme where we have housing stock. Their application will be assessed and processed in accordance with this policy and its procedure. No one should be unfairly advantaged or disadvantaged because of their connection to Alliance Homes.

3.69 Any offer of accommodation to an Alliance Homes colleague, Board Member or their close connection must be signed off at the appropriate

level depending on the colleague impacted. This will be the Head of Customer Experience (Housing Service) in most cases, an Executive Director in the cases of the close connection being a Head of Service or the Chair of the Board if the close connection is a member of SLT or the Board before the offer is made. The offer must be in accordance with the Standards and Probity Policy and recorded in the accommodation exemptions register.

## 4. Monitoring, consultation and review

- 4.1 The Board is provided with regular updates on our performance in this policy area. Key Performance Indicators include:
- Rent lost through homes being vacant
- 4.2 The Assistant Manager (Lettings) is responsible for the implementation and revision of this policy.
- 4.3 This policy will be reviewed every three years.

## 5. Equality and Diversity

- 5.1 This policy is subject to a periodic Equality Impact Assessment.
- 5.2 The purpose of such an assessment is to consider the effect of the policy regarding the recognised protected characteristics of equality and ensure that it does not unfairly impact any individual or group. The protected characteristics are age, disability, gender re-assignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, pregnancy and maternity or other grounds set out in our Equality and Diversity Strategy and Single Equality Scheme. Remedial action will be undertaken if a detrimental effect is identified.
- 5.3 This policy and any other related Alliance Homes publications can be provided in other formats for those with visual, literacy or language difficulties.

## 6. Complaints

- 6.1. If you would like to raise a complaint in relation to this policy, you can do this by calling us on **03000 120 120** or emailing us at **act@alliancehomes.org.uk**.
- 6.2. All complaints will be handled in line with the latest Alliance Homes Complaint Handling Policy.

## 7. Associated Documents

7.1 The following policies/documents link to this Policy:

- Lettings Procedure
- Tenancy Fraud Policy
- Adaptations Process
- Downsizing Scheme
- Empty Homes Standard
- Complaints Policy.

## 8. Version control and approval dates

EIA conducted	7 October 2022
EIA reviewed by Equality & Diversity Manager	7 October 2022
SLT	9 November 2022
Board	2 December 2022
Minor amend made to insert standard complaints section and format for external publication	June 2025
Review due before	2 December 2025

## 9. Appendices

Appendix 1 – Equality Impact Assessment

## Appendix 1 – Equality Impact Assessment

### 1. Name the Strategy, Policy, Procedure or Function (SPPF) being assessed and name of author

Lettings Policy

Sarah Chappell, Assistant Manager – Lettings

### 2. Aims of the SPPF being assessed.

- *Whose need is it designed to meet?*
- *Are there any measurable elements such as time or age limits?*

To provide good quality accommodation and let sustainable tenancies, to those in greatest housing need.

To make the most effective use of our housing stock.

To minimise the length of time that properties remain empty between lettings

It should be noted that all applications for accommodation are made via local authority CBL schemes.

### 3. Who has been consulted in developing the SPPF?

- *Make reference or links to consultation/evidence documents*

Consultation has been conducted with North Somerset Council's

Housing Assessment Team, Homeless Prevention Team and members of staff within Alliance Homes

**4. Identify potential impact on each of the diversity 'groups' by considering the following questions (the list is not exhaustive, but an indication of the sort questions assessors should think about):**

- *Might some groups find it harder to access the service?*
- *Do some groups have particular needs that are not met by the current SPPF?*
- *What evidence do you have for judgement (e.g. monitoring data, information from consultation/research/feedback)?*
- *Have staff residents raised concerns/complaints?*
- *Is there local/national research to suggest there could be a problem?*

Protected Characteristic	No Impact	Negative Impact	Positive Impact	Information source/s**	Comments/ evidence
Race	X				<p>Information is available in different languages and Language Line can be used when necessary.</p> <p>We will seek to work with any local services, to ensure that the customer is fully supported and the process understood throughout.</p>
Disability			X		<p>Disabled adaptations are available to those tenants who may need them.</p> <p>When advertised, adapted properties has a set bidding criteria list, to ensure that the customer has a property that will meet their needs.</p> <p>We are providing new build schemes where an enhanced specification is better meets the needs of</p>

					disabled applicants. We work closely with North Somerset Council or other local authorities to establish if anyone awaiting a DFG could benefit a move to one of these homes.
Gender	X				
Transgender	X				
Sexual orientation	X				
Religion or belief	X				
Age	X				<p>Age restricted housing is provided to customers aged over 60. If the applicant has a disability and the appropriate support needs this age can be reduced.</p> <p>We do have a range of decommissioned</p>

					schemes, where there is still an age criterion, but we have reduced this.
Marriage and Civil Partnership	X				
Pregnancy and Maternity	X				
Rural issues			X		<p>Some rural properties are being let under Section 106 agreement, which requires local people get priority to maintain the local community.</p> <p>Within CBL's, applicants are made fully aware of local facilities (e.g. shops and public transport links) before any offer is made. This will ensure that fewer tenancies fail as a result of isolation in rural areas</p>
Socioeconomic			X		<p>During COVID, we have adapted to completing sign ups remotely. The customer is now sent tenancy related documents via DocuSign, it reduces the need for a customer to try and do things in an office, where we understand that time</p>



					<p>can sometimes be not available.</p> <p>We are looking to introduce an online portal for all customers, to ensure that they can access tenancy information within their own account.</p> <p>Due to the ongoing financial hardship of a number of our customers, we have adopted that we will only take two weeks payment in advance, and we will support customers in seeking assistance with this via West Country Savings and Loans, which is a credit union with flexible repayment options but also lower APR's</p>
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*\*\*Possible information sources for assessing impact or understanding issues related to target group, such as:*

- *demographic data, studies of deprivation, statistics on health etc*
- *results of consultations, results of equality monitoring data, complaints, customer feedback*
- *information collected from partner agencies and groups, support groups, professional expertise, 'peer review', project leads/teams, inspection reports etc*

## 5. Does this proposal have any human rights implications?

*If yes, please describe (if necessary, refer to the Alliance Homes Group Human Rights Policy)*

There are no potential impacts on Human Rights as a result of this policy. It supports Article 8 (Right to respect for private life, family life and the home) by setting out a fair approach to be applied to all lettings and outlines the criteria for

any exceptions. We apply this policy consistently across all our stock, so there is minimised risk in relation to Article 14 (Prohibition of discrimination).

## 6. Does the SPPF promote equality of opportunity?

There are numerous examples where equality is promoted throughout this policy: -

- we can provide additional support to customers impacted by the welfare reform, bedroom cap and this support can be available for a short period of time, via our resettlement team or longer term via Alliance support service
- Section 106 schemes
- Local Lettings plans
- Disabled adaptations are available to those who would benefit them
- Communication is made available in alternative formats and via different means
- Tenancies can start on any day
- The placement of vulnerable customers is proactively considered
- Ensuring that we support our customers into creating sustainable communities within a variety of schemes
- Supporting new initiatives, alongside local authorities to ensure that vulnerable applicants are given the opportunity to be given a home

***Was there a negative impact identified in question 4? If not go to question 8.***

None

## 7. If 'negative impact' identified in table (4) above, is it?

Legal		
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What is the level of impact?		
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If it is not legal and/or high impact – (i.e.: if you have highlighted **NO** to Legal and **HIGH** to impact then the document should be referred to the Business Partner – Equalities and Diversity

**8. If positive impact has been identified in table 4 above, how can it be improved upon or maximised, either in this SPPF or others?**

To continue to support our customers accessing different kinds of housing as these schemes are limited, it would be good to identify potential future schemes

**9. Full EIA (or if you decide full EIA is not necessary but some changes should be considered) detail the actions planned and the outcomes expected for Alliance Homes customers and/or stakeholders.**

- *Are there changes you could introduce which would make this SPPF work better for this group of people?*
- *Is further research or consultation required?*
- *Consider target dates, resources, implications, regular monitoring and reviewing of working/progress sheet.*
- *If you are assigning actions to other people, please consult with them first.*

Action(s)	Positive outcomes	Start date	End date	Owner
Creation of a formal offer letter, outlining to incoming customers what is expected of them with potential key dates	Customers will understand the process and should hopefully not feel the need to contact Alliance regularly asking for updates	Oct 22	Jan 23	Sarah Chappell

Enabling customers to be able to access property specifics i.e. floor plans, property specifics, early into the start of their contact with Alliance Homes	Customers have confidence in our ability as a landlord and increased knowledge of their potential new home	Oct 22	Jan 23	Sarah Chappell
Introduction of a customers welcome pack, information on local area, who to contact	The ability for customers to know who does what and our expectations as a landlord	Oct 22	March 23	Sarah Chappell