

Allocations policy

Introduction

Grand Union Housing Group owns and manages homes for rent across several local authority districts in Bedfordshire, Northamptonshire and neighbouring counties. The purpose of this policy is to set out how we allocate our properties.

Objectives

- to work in partnership with our local authorities in order to meet housing need and make the best possible use of our housing stock.
- to set out who is eligible to apply for an internal move through a direct let.
- to ensure properties are let quickly and efficiently.
- to create and maintain balanced and sustainable communities, reducing social exclusion.

Policy

We are committed to providing a high quality, efficient and responsive, allocations service. In doing so, we will work closely with the local authorities and Choice Based Letting (CBL) schemes in the areas in which we operate.

We reserve the right to act outside of the policy where there is clear justification for doing so e.g. when letting certain properties for which demand is low.

Choice based lettings

Most of our properties will be let via the relevant CBL scheme in line with the local authority allocation policy for each district.

Anyone who wishes to apply for a property will need to contact the relevant local authority to make an application.

Under the scheme, eligible applicants will be placed in a band or allocated points according to the level of their housing need as determined by the local authority and will then be eligible to register their interest, or 'bid', for advertised properties.

Existing Grand Union customers who need to move because their homes are no longer suitable for their housing needs, may also make a housing application via the relevant schemes and be assessed by the local authority.

Nominations

Where a local authority does not operate a CBL scheme, we will work in partnership with the authority to assist them in meeting their statutory responsibilities relating to homelessness and in meeting general housing needs.

Applicants will need to apply to the relevant local authority and will also be assessed according to their housing need so rather than 'bidding', they may be nominated for a property owned or managed by Grand Union.

Localised agreements

Where housing stock has transferred from the local authority to Grand Union, certain legal agreements remain in place that we are obliged to adhere to when allocating properties.

Allocating properties

We will allocate in accordance with any prevailing nominations agreements or CBL scheme we have joined across Grand Union.

We will follow the provisions set out in these agreements or schemes. Where the information is not provided in these agreements, we will allocate in accordance with this Allocations Policy.

Properties will be promptly offered and allocated to the applicant with the highest housing need either via the relevant local authority scheme or by nomination.

All applicants will be required to undergo an affordability check to ensure that they can meet their rent commitments.

Four weeks rent in advance will be due at the start of the new tenancy, The amount of rent in advance may be negotiated in exceptional circumstances agreed with the Onboarding Coordinator.

All incoming customers are encouraged to set up a direct debit as their primary method of payment for their rent.

If we believe that an applicant can afford to meet their own housing costs in the private sector, they will not usually qualify for housing in line with our charitable objectives; the exception to this will be if the local authorities' policy that has awarded them with housing need makes allowances for this.

Where there are no suitable applicants for a property, we reserve the right to allocate to any other person applying for housing through other means, such as by responding to an advertisement on a property website.

Under and over occupying

We will usually only allocate a home to an applicant who will/whose family will fully occupy it within the definition set out in the Welfare Reform Act 2012 as set out below.

We will allocate homes on the basis that:

- each married or cohabitating couple will have a separate bedroom
- young people aged 16 years and over will have a separate bedroom.

We will permit a bedroom to be shared by:

- persons 10 years of age or over of the same sex
- children under the age of 10 years regardless of sex.

We will take into account the need for an additional bedroom where:

- the applicant receives support from carers who do not reside with them but need to stay overnight
- the applicant is a prospective foster carer or adoptive parent(s)
- there are medical requirements
- the applicant has formal shared custody of a child or children.

Except where it is required by a nominations agreement or other scheme arrangements which we have entered into, we will not allocate a property where the household composition exceeds the English Housing Survey Bedroom standard.

The exception to this is if we need to accommodate a large household or shared parenting arrangements and we wish to limit the number of bedrooms offered to make best use of our housing. In these circumstances we may allocate a property provided the limits set out in s.325 and s.326 Housing Act 1985 are not exceeded.

In certain cases, some properties may have smaller second and/or third bedrooms and in these cases, it may only be reasonable for one person, likely a child under the age of 10 years to occupy.

Local lettings plans - balanced communities

Wherever possible, we will contribute to the building of balanced and sustainable communities by providing properties for outright sale, shared ownership and rented housing.

We will, in agreement with the local authority use specific lettings plans to encourage a diverse community. They can also be used to deal with specific issues such as anti-social behaviour, where restrictions on letting or criteria can be put in place to dilute problem areas.

Other requests for housing

We will co-operate with requests from the Home Office, government, or any local authority to house people with specialist housing requirements, for example, asylum seekers, or under the National Witness Protection Scheme. Such requests would normally be dealt with outside our normal allocations process.

Extended families - minors

Where a minor is to be included or added to an application, but no parental responsibility exists, proof of legal guardianship must be supplied or confirmation from social services that this action is a permanent arrangement.

Adding adults to an application

Other adults who need a bedroom will only be added to the application if they have a demonstrable need to live with the applicant and plan to do so on a long-term permanent basis.

Applicants who require a full-time residential carer may include them on their application, but proof of the requirement will be required from social services or a primary health care professional.

Persons under 18 and or persons leaving care

An appropriate person must hold the tenancy in trust for the minor. This person must be able to demonstrate that they are successfully managing their own tenancy or mortgage, if applicable. We will require a suitable trustee and guarantor in order to house applicants of 16 and 17 years of age.

Grand Union will ask the relevant local authority to undertake a joint assessment, with social services, of the applicant's housing, care and support needs to ensure that adequate support is available.

Sensitive lettings

We may categorise a property, or properties, as requiring a sensitive letting in order to address a particular problem in a locality, for example, where there has been an eviction, ongoing anti-social behaviour or where we have received a request from our statutory partners to consider the impact of housing particular applicants at the location.

Under sensitive lets we may not be able to allocate a property to the highest priority nominee if they do not meet the sensitive let criteria.

Conflict of interest

Grand Union's staff and Board members, and their families, are entitled to apply for housing, and to transfer, in the same way as all other applicants.

However, to satisfy the probity requirements of the Regulator, details of anyone applying for housing will be disclosed to the Executive Director of Operations, who will approve the allocation if they are satisfied that it has been made in accordance with our policy or, where we are acting outside of the policy, that the decision and allocation is fully justified.

Joint tenancies

Due to the legal complexities surrounding joint tenancies we will only grant joint tenancies to applicants who have made a joint housing application and intend to reside together as a couple.

An exception will be if the nominating local authorities' allocation policy allows for family members who have made a joint housing application and have been nominated for a joint tenancy.

Retirement/supported/adapted accommodation

Specific age and disability criteria apply for supported accommodation and other accommodation that incorporates the support of an independent living advisor and community alarm support system.

Additionally, property that has been adapted or is particularly amenable to adaptation and is therefore especially suitable to a household containing a disabled member, may be considered and offered outside of the scope of this policy in the first instance.

Refusals and withdrawals

We reserve the right to refuse any applicant for the following reasons:

- where it is clear that an applicant would need far more support than Grand Union can provide within its general needs stock even with a tenancy support package in order to sustain their tenancy and inadequate or no support is available from external agencies
- where there is clear evidence that a proposed allocation could put either the applicant or members of the surrounding community at significant risk that cannot be managed or mitigated
- where it is clear that the rent, or proportion of rent in the case of under occupiers, is not affordable to the household
- where it is clear that the applicant will not make best use of a specifically adapted property where new information comes to light after an offer of tenancy is made that would make the applicant ineligible under this policy or the nominating local authority's policy.

Criminal convictions and poor behaviour

We may refuse the application if we reasonably believe that if the applicant was to reside at the property, they would pose a risk to the health, well-being or safety of others.

We will work with statutory agencies, such as the Multi Agency Public Protection Arrangements in the housing of violent and sexual offenders in order to establish whether or not the accommodation and area would be suitable for the applicant.

Tenancy breaches

A tenancy breach includes factors such as:

- making a false statement to obtain a tenancy
- housing related debt (though if arrears have accrued primarily due to cuts in welfare benefits following the introduction of the Welfare Reform Act 2012, we may allow an allocation to proceed if a suitable repayment plan is established)
- causing nuisance to neighbours which has resulted in legal action being taken or a notice of seeking possession being served
- being convicted of using the home for immoral or illegal purposes
- causing the condition of the property to deteriorate by a deliberate act or neglect.
- A person being treated as ineligible may become eligible if:
 - 12 months have elapsed since the applicant, or any member of their household, gave false information to obtain a tenancy
 - all rent charges or outstanding debts, including court costs, are paid in full
 - the applicant(s) or any members of their household have demonstrated acceptable behaviour for at least a year.

Withdrawal of an offer

Grand Union reserves the right to withdraw an offer of accommodation at any time throughout the allocation process. A written decision will be issued. Such circumstances may be, but not limited to, when the property is required for an emergency decant, a fraudulent application is identified, right to remain issues are identified, outstanding debt to the organisation is identified, or where significant criminal history comes to light which may constitute a risk to Grand Union customers, staff, contractors or the communities that we serve.

In the event that information becomes available that indicates that the offer of tenancy would have been withdrawn if the information had been declared prior to the sign up, tenancy enforcement action may be considered.

Any applicant who is refused, or who has an offer of tenancy withdrawn, has the right of appeal, as set out in the Allocations Procedure. It may also be necessary for them to appeal to the local authority as determined by the local authority's policy.

Void management

Outgoing customers may be asked to agree for the new customer to view the property, and for any necessary work to commence, while they are still in occupation.

Properties will be let to the Grand Union void standard. Applicants must be able to sign the tenancy agreement and start the tenancy as soon as the property is ready to let in order to avoid properties being left vacant and to minimise void rent loss. If an applicant is unable to commit to this, the offer of housing may be withdrawn.

Grand Union direct lets

Current Grand Union customers, who meet the criteria below may be offered a direct let to another Grand Union property. All applications will be considered alongside the local authority for the specific area and at the discretion of Grand Union, production of the appropriate supporting evidence and completion of a Grand Union housing application form.

Direct let moves will be considered in the following circumstances:

- **Statutory overcrowding** - As defined in the Housing Act 1985 Part X.
- **Safeguarding Risk** - Hate crime or any other discriminatory harassment or abuse including domestic abuse which is substantiated and supported by other agencies such as police or Multi-agency Risk Assessment Conference (MARAC), where the customer is facing a life threatening, violent, or similar extreme situation.
- **Unaffordability** - Specific cases referred by the Financial Wellbeing Team, where support has been exhausted, rent is still unaffordable and there are no alternative resolutions e.g. cannot re-apply to the housing register.
- **Decanting** - Landlord requires decanting for refurbishment/redevelopment etc. of the property/site.
- **Non statutory succession** - Where customers are eligible under the local Housing Allocation Scheme.
- **Adaptations** - Where a property becoming available is adapted or amenable to adaptation and would meet the specific household needs of a Grand Union customer. This is on the understanding that by not doing so, we are likely to have to carry out specialist adaptations in future.

- **Unable to Adapt** - Where adaptations are required on medical grounds but after consideration from the Adaptations team, it is deemed that adaptations are not feasible in the current property the customer is living in e.g. Where the property does not lend itself to a stair lift.
- **Cat 1 Hazard** - As notified by the Local Authority.
- **Supported Living Accommodation** - Where a Grand Union customer no longer requires this level of support and is bed blocking. A direct let to general needs housing will be supported, alongside a live application to the local authorities housing register.
- **Other Criteria** - Consideration will be given to unique circumstances, which do not fit the standard criteria and whereby, if a direct let is not approved, current housing will cause significant negative impact on the customer or community. All factors deemed relevant will be considered by the decision-making team and where all other options and support have been exhausted.

Existing customers will be expected to comply with any requests from Grand Union to access the current property to carry out any pre-termination inspections or repair works. It will be expected as a condition of customers being able to move within Grand Union stock, that their property is returned in a good condition with the outstanding repairs completed before the move takes place. Grand Union will aim to exercise a degree of flexibility with this where a customer has disabilities / vulnerabilities which may prevent them from carrying out the remedial works themselves.

Where a request for a direct let is not approved, the customer will be advised to seek alternative methods of moving. We will provide support to customers wanting to move with advice and help to register with local authorities for housing or mutual exchange.

Customers with a starter tenancy

We will not usually permit a customer who holds a starter tenancy to join the direct let list. However, in exceptional circumstances, where it is clear that they meet the criteria and not moving would be detrimental, a direct let will be considered. In these cases, the applicant will be offered a further starter tenancy for the full 12-month period.

Restrictions

- We will not allow customers with a starter tenancy to apply for a direct let if an extension of starter tenancy and/or legal proceedings have commenced. If, after acceptance onto the direct let list, they are guilty of a breach of tenancy and/or legal proceedings have commenced, they will be removed.
- We will not usually permit a customer who has mutually exchanged into their property to join the direct let list. However, in exceptional circumstances, if it is obvious that an applicant's circumstances would place them at risk, we will consider the application.

The only exceptions to the above would be where tenancy failure could be directly attributed to significant mitigating factors, such as severe, undisclosed domestic abuse. In such cases, this will be at the discretion of the Relocations team leaders in the first instance.

Medical and welfare assessments

Priority for medical or social welfare needs will only be given where it can be demonstrated that the condition or location of the applicant's accommodation is having a direct impact on either their health and/or social welfare and that re-housing will significantly improve their situation. Supporting evidence will be required and applicants most likely to be considered on these grounds may be receiving support from other organisations such as social services, police, probation etc.

Any costs associated with the production of these reports will not be borne by Grand Union under any circumstances.

Change of circumstances

Customers on our Direct Let list are required to inform us of any change to their circumstances that may affect their priority for a move. Where an offer has been made Grand Union reserves the right to withdraw an offer of a property or take legal action to recover possession if the tenancy has already started, where a customer fails to inform us of a change that would adversely affect their priority on the list.

Direct allocations

In limited circumstances we will consider letting a vacant property to an applicant that is not currently one of our customers **or** a council nominee, for example, where the council is unable to provide a suitable nominee and there are no suitable applicants on our waiting lists. These allocations are referred to as direct allocations. Subject to certain criteria, anyone who is not currently a customer will be eligible to join the direct allocations list. These applicants are required to follow the same process as all other applicants.

Non-allocated properties

Where a property is considered 'non-allocated,' Grand Union may use other means to advertise the property outside of the local authority Housing Allocations scheme. This may include advertising through Rightmove, Zoopla or approaching other local authorities for nominations.

A property will be considered non-allocated where:

- there have been no suitable bids after advertising through three CBL cycles, or where similar properties in the vicinity have failed to attract, via CBL, on a regular basis.
- the local authority has confirmed that they are unable to nominate a suitable applicant to the property within the timescale specified within the nominations agreement.

Where properties have been advertised outside of the local authority Housing Allocations scheme, the property will be allocated directly by Grand Union. A tenancy will only be offered in the circumstances that the applicant meets the criteria set out in this policy.

Whilst Grand Union will not impose income limits or other restrictions set by local authorities in their allocations scheme, making best use of housing when letting at social or affordable rent is a priority.

Grand Union will impose income limits as specified in the affordability section below. For applicants who exceed the income threshold but can demonstrate that they are homeless or threatened with homelessness, their application will be considered, with final approval from the Head of Empty Homes.

In very rare cases, where properties are non-allocated, Grand Union may decide to either dispose of the property or change the tenure of the property. This is in exceptional cases and is only to take place when there is Leadership team approval.

Types of tenancy offered

Starter tenancies

Grand Union will continue to offer starter tenancies for all new customers, except for those holding an assured or secure tenancy with Grand Union, another registered provider or a local authority immediately prior to the allocation.

The exception to this will be where either customer has voluntarily relinquished a joint tenancy and one customer is returning to Grand Union on a sole tenancy or with a different joint customer than previously, in which case a starter tenancy will be issued.

Starter tenancies will be issued for an initial period of 12 months for all properties whether social or affordable rents or assured tenancies.

Assured tenancies

Where possible, we aim to provide our customers with assured tenancies and long-term tenancy rights. This is, however, dependent on the area and type of property the customer is moving to.

Grand Union will offer assured tenancies to new customers who hold an assured or secure tenancy with Grand Union, another registered provider or a local authority immediately prior to the allocation in accordance with the Regulatory Standards Framework, irrespective of where they are being housed.

Assured shorthold (periodic)

An assured shorthold tenancy is a rolling weekly tenancy that can be ended at any time after six or 12 months from the start of the tenancy, by Grand Union giving two months' notice.

These tenancies are generally used for market and intermediate rent properties, where Grand Union holds a short-term lease, or where the length of occupation is likely to be short term e.g. in accordance with the Strategic Asset Management Strategy Grand Union is considering future refurbishment, change of tenure or disposal of the property.

Temporary tenancies

These tenancies are used when Grand Union provides accommodation to people who have applied to the council for assistance under the homelessness provisions of the Housing Act 1996 and the council owes a duty to secure accommodation. These are weekly periodic tenancies, which may be ended by either the customer or Grand Union giving notice to quit.

Joint customer allocated a sole tenancy

If the applicant is a current joint customer of Grand Union and is allocated a property in their sole name, a tenancy change must be affected before an offer of accommodation can be made. Once the applicant removes their name from the existing tenancy, or the notice period expires, Grand Union will offer a starter tenancy followed by the tenancy type that the applicant would have been issued if they had signed a tenancy as a new customer with no previous tenancy history.

Affordability

For new applicants, a financial assessment will be carried out in all circumstances to determine the applicant's ability to pay the rent. Generally, 'affordable' means that rent is lower than 35% (net) of the household income (including benefits), although Grand Union recognises that social housing is a provision that people access in the absence of other affordable options and therefore the onboarding team will consider all extenuating circumstances.

For existing customers, the same financial assessment will be undertaken where there has been a change in circumstances, such as household composition or employment to determine their affordability.

Income Restrictions

Where applicant(s) have been sourced by public methods such as Rightmove, HomeSwapper and Facebook, we will ensure that the applicants' affordability does not exceed Grand Union's income threshold (household income 80k per annum and savings 30k).

Mutual exchanges

A mutual exchange is a swap between two or more customers and allows them to arrange their own move. Most customers of Grand Union will have the right to carry out a mutual exchange with customers in England and Wales who have a secure or assured tenancy or assured shorthold fixed term tenancy. This includes exchange with a customer from a local authority, housing provider or charitable housing trust.

Grand Union will carry out initial checks to ensure that the exchange is suitable. To facilitate this, customers will be required to provide evidence to support their applications.

Customers on Starter and assured shorthold (not fixed term) do not have the right to a mutual exchange.

A written decision will be given within 42 days of receiving an application to exchange giving either consent or the reasons for refusal. Reasons for refusing a mutual exchange are set out in the Mutual Exchange Procedure.

There are some important implications involved with mutual exchange as it may result in a change to a customer's tenancy and/or Right to Buy or Right to Acquire status.

Refer to the Mutual Exchange Procedure for more details.

Exchange without consent

In the event that a customer exchanges properties with another customer without gaining the permission of all relevant landlords, there are three available options Grand Union may take:

- regulate the position by completing the process retrospectively
- insist that the customers return to their original properties
- terminate the tenancies by serving Notice to Quit on the original homes and seek possession

Privacy, complaints and review

Applicant's information

In accordance with our Privacy Statement, any information collected from applicants with regards to rehousing will not be kept for any longer than is necessary.

Any costs associated with production of such documentary evidence will not be borne by Grand Union under any circumstances. Any information received from the applicant which indicates that there may be money laundering will be dealt with in accordance with our Anti-Money Laundering Procedure.

Any information which indicates that a fraudulent housing application has been made will be reported to the local authority and appropriate action taken.

Complaints against a decision

Any dissatisfaction will be dealt with in accordance with the Complaints Policy and Procedure.

Responsibilities

The **Executive Director of Operations** has responsibility for:

- overall responsibility of the policy
- approving or denying allocations where there may be a conflict of interest

The **Head of Empty Homes** has responsibility for:

- overseeing and managing the internal direct let list, in line with local authority allocation policies.

The **Onboarding Coordinator** has responsibility for:

- undertaking the affordability checks
- refusing an applicant (alongside the Team Leader)
- agreeing and negotiating rent in advance where less than 4 weeks

Monitoring and review

The policy will be reviewed as part of the policy review programme.

Other related policies/procedures

Anti-Social Behaviour Policy Complaints Policy

Data Protection Policy

Aids and Adaptations Policy

Domestic Abuse Policy

Equality, Diversity and Customer Care Policy

Prevention of Tenancy Fraud Policy Tenancy Changes Policy

Person responsible for review:	Doug Grace Director of Property Services
Supported by:	Emma Sheer Head of Empty Homes
Ratified by:	
Date policy reviewed:	January 2024
Date of next review:	January 2025