

Homes Lettings Policy

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Summary

You want to live in a place where you feel safe, secure, and comfortable. But a home is more than that. Your home should be somewhere you can be proud of, somewhere to make memories. It must be the right size, of good quality and affordable for you. This policy sets out how we make decisions about our homes. We do this in partnership with local authorities and other organisations. Through this process we assess your needs to ensure you receive the right home and thrive within that home. We also do so considering the safety and needs of existing customers.

1. Introduction

- 1.1 Whether you've been nominated to us by your local authority, or you're an existing Moat customer, we're committed to helping you find a home that is suitable for your needs. To do this, we'll always ensure that we assess your requirements and situation in a fair, transparent, and speedy way.
- 1.2 You're unique and we'll tailor our approach responding to your needs. Our focus is to ensure that you can thrive in your home. In doing this, we'll also consider the needs of our existing customers and wider community.
- 1.3 This policy is for customers who are looking to rent a general needs home with us. We have separate policies relating to successions, assignments, and mutual exchanges.

2. The right home for the right customer

2.1. This is how we prioritise customers for suitable homes:

- You already live in a Moat home and are eligible for a Priority Move (see Priority Move Policy)
 - The local authority nominates you
 - You are responding to our own advertising campaign (including, for example through a letting agent).
- 2.2. In some cases, for example where we've built brand new homes in your area, we'll have an agreement with your local authority that means they will nominate all the customers in the first instance. This means that if you're nominated by your local authority, you'll be prioritised over any other customer.
- 2.3. Whether you're nominated by your local authority or you're an existing Moat customer, we want you to thrive. This includes ensuring the home is affordable and the right size for you. We'll also consider accessibility and your support needs. We'll ask for landlord references, details of support plans and information about criminal convictions, where necessary.

3. Choice Based Lettings and Local Authority Nominations

- 3.1. Most of our homes will be advertised with the local authority using their Choice-Based Lettings platforms (where applicable) and offered to you if you've been nominated by the local authority. As stated above this will generally be:
- 3.2. For all local authority nominations, we'll review and offer a home to you based on the order of priority given by the local authority. We'll also consider other relevant housing needs outlined in your application form. We reserve the right to refuse your nomination in accordance with this policy.
- 3.3. Whilst each local authority will operate differently, most homes are advertised every two weeks, and we'll rely on these timelines to make sure our homes are let in a timely way.

4. Direct Advertising

- 4.1. Once we've considered existing Moat customers and those nominated by the local authority, we may advertise our homes through various direct advertising channels or contact other social housing providers.

5. Things we'll need to consider about you

- 5.1. If you're applying for one of our homes, you must meet the following requirements (exceptions may apply to some of the requirements, for example where re-housing is required due to domestic abuse):
 - Be aged 18 or older (however we will accept customers who are 16 or 17 where the tenancy will be held in trust (for example, by the local authority, support agency or family member) where the trustee and/or guarantor will act in their best interest until they reach the age of 18)
 - Be a British or Irish Citizen or meet relevant immigration conditions (including having indefinite leave to remain)
 - Not own your own home or another property
 - Not currently hold a tenancy elsewhere (or if you currently rent elsewhere, you must be giving up your tenancy to be able to move into your new home)
 - Not have a pending custodial or prison sentence
 - Not have been evicted by Moat or any other organisation due to anti-social behaviour or rent arrears in the past three years. Or, where you have no payment agreement in place for current rent arrears, rechargeable repairs, court costs or any other debt.
 - Not currently have any outstanding debt with Moat

6. Considering the needs of specific customers or communities

- 6.1. If you are at least 55 years old, you'll be eligible for our Retirement Living homes. There may be times where we may be able to consider you if you're younger, this will be considered on an individual basis.
- 6.2. When considering whether the home is right for you, we also consider the needs of existing customers. We may include doing some extra checks or setting out special requirements. Where this happens, we'll always make our requirements clear to you and your local authority.
- 6.3. We know it is important for you to find the right size home for you, that's also affordable.

6.4. The Housing Act 1985 sets out a helpful bedroom needs assessment which we use as our guidance. This allows for one bedroom per person or couple living as part of the household with the following exceptions:

- Children under 16 of the same gender are expected to share. This may vary depending on local authority.
- Children under 10 are expected to share regardless of gender. This may vary depending on local authority.
- A disabled applicant or partner who needs a non-resident overnight carer will be allowed an extra room.
- Foster carers will be allowed one additional room if they have fostered a child or become an approved foster carer within the last 52 weeks.
- Parents with adult children in the armed forces (or reservists) who normally live with them will be able to retain the bedroom for that adult child when they are deployed on operations.
- Severely disabled children who are unable to share a bedroom are not expected to share.

We recognise there may be specific circumstances where extra space may be required over the usual size criteria. We will look at this on a case-by-case basis, making sure you are comfortable with affordability and are aware of limits on your housing benefit or other benefits.

6.5. We'll make sure you get the right size of home if you are expecting a child or children. All we need from you is your MATB1 form.

7. At the start of your tenancy

7.1. We want to avoid you starting life in your home with a rental debt. This applies if you pay your rent yourself or are in receipt of Housing Benefit or Universal Credit. We work with you on a 'Rent on Time' approach, which means rent must be paid when due under the terms of your tenancy. If you intend to pay your rent every week you need to pay 1 week's rent when you sign your tenancy agreement. If you intend to pay every month or will have rent paid monthly to us via Housing Benefit or Universal Credit you need to pay 1 month's rent when you sign your tenancy agreement.

7.2. If you have concerns around your financial position, we can look to reduce the amount you need to pay at signup. We will then work with you to bring your rent up to date over an agreed period.

8. Refusals and appeals

8.1. We'll gather information about you including from your local authority, current/previous landlords and/or other relevant agencies. There may be some instances where your household will not be suitable for the specific home. In such cases we might have to turn down your application.

8.2. We want to find you a home, but sometimes we might have to turn down your nomination. If so, it would be for one of the reasons below:

False Information, missing information and/or out-dated information
<ul style="list-style-type: none"> • You don't complete or send back your application form or other documents that we've asked for in a timely manner (this reason will not stop you from applying for other homes in the future) • You secured a tenancy by deception by giving false or misleading information (if we have housed you, we may take possession action to recover the home) • You can't prove that you meet relevant immigration conditions • Your identity can't be verified when we meet you to sign you up for your tenancy. For example, you've not provided Photo ID (passport or driving license) or a birth certificate • You refuse to sign your tenancy agreement and / or agree to the conditions set out in it in full
Suitability / Unmet needs
<ul style="list-style-type: none"> • You need significant changes to your new home to enable you to live there and we or an occupational therapist don't think the home is suitable for the changes needed (reasons provided) • The home is too big or too small for your needs and may mean you're overcrowded or can't afford it • The home has been advertised as requiring a sensitive let and you do not meet the criteria • We don't feel you can sustain the tenancy, (e.g., because a care or support plan isn't in place or available). We may waive this requirement where an appropriate third party or agency has agreed to assist you to ensure support measures are in place
Finances, debt, and affordability
<ul style="list-style-type: none"> • You have an existing debt with us (or another housing provider or private landlord) which hasn't been reduced by a written and agreed repayment plan. There must be at least a six-month period of no missed payments • Having supported you with guidance about any benefits you may be entitled to, you're still unable to demonstrate that you can afford your rent and other costs. We may waive this requirement where an appropriate third party or agency has agreed to guarantee or underwrite the rent
Tenancy breaches
<ul style="list-style-type: none"> • You've been evicted from or have abandoned a previous tenancy because of a serious tenancy breach in the past three years • You've caused severe and expensive damage to a former property in the past three years. This includes allowed a home's condition to deteriorate significantly • We have received unsatisfactory landlord references

Anti-Social Behaviour
<ul style="list-style-type: none"> • You have a history of anti-social behaviour spanning the past three years • You have a history of non-compliance with tenancy conditions over the past three years e.g., repeatedly refusing entry to your property to carry out essential repairs • A risk assessment identifies that housing you in the home poses a serious risk to your safety and wellbeing and/or to the safety and wellbeing of staff and/or neighbours and that risk can't be reduced or managed
Criminal conduct & convictions
<ul style="list-style-type: none"> • You're a potentially dangerous offender following a risk assessment through Multi-Agency Public Protection Arrangements (MAPPA), and we don't believe that enough support and/or monitoring can be put in place to manage or mitigate the risk • You've been convicted of housing or welfare benefits related fraud and any other conviction that is unspent • You've had a conviction relating to use of your home for illegal or immoral purposes
Pets
<ul style="list-style-type: none"> • You're unable to resettle pets that are not suitable for the home you're moving to
Other reasons for refusal
<ul style="list-style-type: none"> • You own your own home, and it's reasonable for you to live there or sell it to meet your own housing need (except where the local authority has accepted a homelessness duty to rehouse you permanently) • You have a current tenancy with another landlord/organisation, and it's reasonable for you to live there (except where the local authority has accepted a homelessness duty to re house you permanently)

8.3. is list may change, and we may consider other reasons for refusal that may arise from time to time.

8.4. We're committed to operating in a way that's transparent and fair. If you believe we made a decision that is unreasonable or unfair, let us know and we will review it within 5 days.

9. Other considerations

9.1. If you're a Moat Board member, a Moat employee, or a close relative, you must disclose this as part of the application process. Where this happens, your application requires our Chief Executive's written authorisation.

10. Impact assessments

Equality Impact Assessment: An Equality Impact Assessment has been carried out and no negative equality impacts have been found.

Data Protection Assessment: Any data you share with us will be handled in confidence. If we need to confirm or check information with another organisation (for example your local authority or support worker) we'll get your permission first. A Data Protection Impact Assessment has been carried out.

Appendix

Link to Corporate Strategy
<p>This policy helps us to deliver our Corporate Strategy by delivering a “Great Customer Experience.” We work with our key stakeholders and partners to ensure our homes meet local need and increase our impact in our key communities</p>
Linked Policies
<p>This policy links to other Moat policies and strategies, including:</p> <ul style="list-style-type: none">• Tenure Policy• Priority Move Policy• Rent Setting Policy• Income Collection Policy• Termination of Tenancy Policy• Voids Management Policy (to be renamed Empty Homes Policy)• Housing Dangerous Offenders Policy• Tenancy Management Policy• Tenancy Fraud Policy• Mutual Exchange Policy• Anti-Social Behaviour Policy <p>Other documents relevant to this policy include:</p> <ul style="list-style-type: none">• Individual nomination agreements.• Local lettings plans / S106.• Our Employers Requirements and Lettable Standard.
Legislation
<ul style="list-style-type: none">▪ Housing Act 1988 https://www.legislation.gov.uk/ukpga/1988/50/contents▪ Localism Act 2011 https://www.legislation.gov.uk/ukpga/2011/20/part/7/chapter/1▪ Equality Act 2010 https://www.legislation.gov.uk/ukpga/2010/15/contents
Customer Engagement
<p>We have consulted with our Customer Advocates in the formation and approval of this Policy. They asked that we provided additional clarity about key definitions and wanted further assurance that we consider the needs of existing customers, not just new customers. We have accepted all their changes.</p>