



City of Westminster



Choice Based Lettings

# Housing Allocation Scheme June 2015



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## **Introduction**

This is Westminster City Council's Housing Allocation Scheme, re-issued in June 2015.

The Scheme brings together the Council's policies on the allocation of housing for all those who have applied and are eligible for housing assistance under Part VI of the Housing Act 1996 as amended ("the Act"). It is intended that the Housing Allocation Scheme will be reviewed regularly, to incorporate policy changes, as well as to reflect any feedback on the content or format of the document.

Housing policy, including the allocation and assessment policies in this document, is made and amended by the Cabinet Member for Business, Skills and Housing. Before making changes to the scheme, reflecting major policy changes, the Council will comply with s.166A(13) of the Act, which enables Registered Providers (Social Landlords) to have a reasonable opportunity to comment on proposals.

The Policy and Scrutiny Committee Panel considers housing policy development proposals twice yearly prior to a final annual report and mid-year report with recommendations being submitted to the Cabinet Member for Housing. Therefore, for the most up to date position on policy this allocation scheme should be read in conjunction with the mid-year and annual Supply and Allocation Reports.

Westminster City Council introduced Choice Based Lettings in September 2004 and this scheme sets out our policy on offering applicants a choice of housing accommodation.

The Scheme shows how the Council determines priorities between housing applicants. Westminster Community Homes (see also section 18) tenants will be treated in the same way as Council tenants except where the property is being used for temporary accommodation or intermediate rent.

The Council is faced with a substantial demand for and an insufficient supply of housing within its district. Implementation of the Scheme has to depend upon the availability of accommodation. The annual report reviews the supply and allocation of the Council's housing stock and the Registered Providers stock to which the Council has nomination rights.



Annual projections approved by the Cabinet Member for Housing will be contained within the annual report showing the housing expected to become available during the year and specifying its anticipated distribution during the year amongst identified priority groups. The distribution projections may distinguish between those who have and do not have current Council tenancies in order to achieve the vacancy of those tenanted properties for their distribution under the Scheme. Some groups may have a pooled distribution projection.

The projections will be subject to review during each year depending upon the circumstances concerning availability of accommodation. From time to time those projections will be used to implement the scheme as approved by the Cabinet Member for Housing.

The Housing Options Service, which includes the allocation function, is provided by Residential Management Group (RMG) Ltd on behalf of the City Council at the **Housing Options Service, 101 Orchardson Street, London, NW8 8EA.**

Annual reports and Housing Committee (HC) reports are referred to in italics followed by the date of the decision and the name of the report. E.g., *HC 3<sup>rd</sup> April 2000 Housing Demand, and Access to Rented Accommodation and Home Ownership.*

A full glossary of terms is attached as an appendix.

If you would like further copies of the Housing Allocation Scheme or the Supply and Allocation reports, (hard copy or electronic) please contact:

**Sally Nott, Housing Needs Commissioning Team**  
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**London**  
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Or visit the website:

[www.westminster.gov.uk/services/housing/housingoptions](http://www.westminster.gov.uk/services/housing/housingoptions)

## Allocation Scheme

### 1.1. The Legal Framework

- 1.1.1. Authorities are required by s.166A of the Act to publish an allocation scheme for determining priorities and defining the procedures to be followed in allocating housing. The Council may allocate housing in such manner as it considers appropriate, subject to specific provisions of Part VI of the Act.
- 1.1.2. In accordance with s.159 (4A) and (4B) of the Act the allocation scheme includes tenant transfers.
- 1.1.3. This scheme includes a statement of the Council's policy on offering qualifying priority applicants a choice of accommodation or, in certain circumstances, the opportunity to express preferences.
- 1.1.4. The scheme gives reasonable preference to classes of people as provided for within s.166A (3) to (8) of the Act.
- 1.1.5. This scheme reflects relevant case law (*Ahmed v Newham, House of Lords, March 2009*) which established that local authorities are not required to take into account composite needs.
- 1.1.6. This scheme has regard to the June 2012 Code of Guidance and reflects the new Regulations concerning Armed Forces personnel as set out under section 160ZA(8)(b) of the Housing Act 1996 (*the Allocation of Housing (Qualification Criteria for Armed Forces) (England) Regulations 2012 (SI 2012/1869)*) and section 166A(7) of the Housing Act 1996 (*The Housing Act 1996 Additional Preference for Former Armed Forces Personnel) (England) Regulations 2012 (SI 2012/2989)*). See *the Supply and Allocation Report 12<sup>th</sup> June 2013*.
- 1.1.7. This scheme has regard to Westminster's Tenancy Policy (see Appendix VI). The Localism Act 2011 introduced a new Local Authority tenancy called flexible tenure from April 2012. Flexible tenancies are a form of secure tenancy but can be on fixed terms. The majority of new Council tenancies will be offered as flexible tenancies on fixed terms. The City Council has developed a Tenancy Policy setting out when flexible tenancies will be offered, how long they will be offered for and when they will be renewed. The Tenancy Policy should be read in conjunction with the Allocation Scheme. *Supply & Allocation Report 12<sup>th</sup> June 2013*.

- 1.1.8. From time to time the scheme refers to the existence of a discretion or general discretion. Except when otherwise provided, this refers to a discretion to be exercised by the Director of Housing or by a duly delegated person(s) and shall allow the person exercising the decision to take account of all circumstances considered appropriate and/or relevant by that person including (when considered appropriate and relevant) the demand for and supply of accommodation and the general housing circumstances within the City of Westminster.
- 1.1.9. The Director of Housing has discretion to give such additional preference as the Director considers appropriate to any applicant who, in the opinion of the Director, has pressing housing needs.

## 1.2. Eligibility

- 1.2.1. All applicants are eligible to apply for housing, except some people from abroad who are subject to immigration control within the meaning of the Asylum and Immigration Act 1996 unless prescribed as eligible by regulation of the Secretary of State (*Housing Act 1996 as amended*).
- 1.2.2. Further provisions concerning eligibility are set out with regard to allocations in s.160ZA of the Act.
- 1.2.3. Applicants must inform the Local Authority of any change in their circumstances which may impact on their eligibility for example changes in employment for EEA Nationals or leave to remain status. See also sections 8.1.9 and 2.1.2.
- 1.2.4. Section 3 of this scheme sets out the eligibility criteria in regards to Westminster Council tenants.
- 1.2.5. Council tenants wishing to move to a similar sized property and who do not fall into one of the priority groups listed in this scheme will not be registered. Households can apply to register for a move via a national mobility scheme such as Homeswapper (*Supply & Allocations Report 21<sup>st</sup> March 2011*).

## 1.3. Armed Forces Personnel - Qualification Criteria and Local Connection

- 1.3.1. The following applicants cannot be disqualified from applying for social housing on the grounds of no local connection;
  - a) members of the Armed Forces and former Service personnel, where the application is made within five years of discharge
  - b) bereaved spouses and civil partners of members of the Armed Forces leaving Services Family Accommodation following the death of their spouse or partner
  - c) serving or former members of the Reserves/Armed Forces who need to move because of a serious injury, medical condition or disability sustained as a result
- 1.3.2. In order to be allocated housing, the above applicants will be assessed to determine whether they come into a priority need group and if so, at the point of application applicants must;
  - Have served in the Reserves or Armed Forces for a minimum of two years, **and**

- Left within the last five years, **and**
- If no longer serving, must not have been dishonourably discharged, **and**
- Have previously lived in Westminster for a minimum of three years prior to enlisting, or have immediate family (mother, father, brother, sister, son or daughter) currently living in Westminster and have done so for three continuous years.

1.3.3. In the case of a bereaved spouse/partner, applicants must have lived in Westminster for three years prior to the bereaved spouse/partner's enlistment date, or have immediate family currently living in the borough and have done so for three continuous years. *Supply and Allocation Report 12<sup>th</sup> June 2013.*

#### 1.4. **People who can be included on an application**

1.4.1. The Applicant may only include on their application persons who normally reside with the Applicant as a member of the Applicant's family.

1.4.2. It is for the Council to decide whether a person is normally resident as a member of the family. The Director of Housing has discretion to allow additional people to be included on an application when the Director considers it is appropriate in all the circumstances. When exercising that discretion, the Director of Housing may take account of the demand for and supply of accommodation and the general housing circumstances within the City of Westminster.

1.4.3. In the case of children, the test of normal residence as a member of the family will require residence as opposed to 'staying' or 'staying access' even in cases of joint custody or joint residence or similar orders. The Council in applying the residence test will consider whether there is a sufficient degree of permanence or regularity to constitute normal residence as a member of the family. Account may be taken of whether the child is dependent upon the applicant. The Council may also take account of the supply and demand for accommodation, the general housing circumstances within the City of Westminster and any under-occupation that may result where a child spends part of a week with one parent and part of a week with another.

1.4.4. Carers will be included in the application when it has been agreed by the Council that the applicants require housing with a carer and the applicant has been included within a priority group on that basis.

- 1.4.5. Whenever an applicant or anyone within the household of the applicant has alternative accommodation available or capable of being available (for example when it would be but for it being rented out), the applicant will be given points based on the best accommodation available to the household.
- 1.4.6. Certain restrictions on who can be included on an application may apply. Whether this is applicable, full details are listed under the specific section pertaining to that re-housing group.

## 1.5. Registration

- 1.5.1. All applications will be assessed to determine whether the applicant comes within a priority housing group.
- 1.5.2. There is no practical possibility of the Council having accommodation for allocation to those whom the Council has decided fall outside the priority groups.
- 1.5.3. As a result those within a priority group will be placed on the housing register. Those who do not qualify for a priority group will be informed in writing and their application will be closed.
- 1.5.4. Applicants whose applications do not succeed will be offered advice and information on other housing options available. Another application can be made in the event of a change of his/her circumstances or should the availability of housing accommodation alter. *Supply & Allocations Report 21<sup>st</sup> March 2011.*

## 1.6. Exclusions

- 1.6.1. Applicants whose circumstances are as follows will be excluded from the housing register subject to the discretion of the Director of Housing (these exclusions may not apply to homeless applicants as they do not over-ride the Council's duties under the Housing Act 1996 Part VII);

1	Under 18 years of age (This does not apply to young people living in a foster home or in residential care provided by Social and Community Services for whom re-housing under the Children Act has been agreed and who are within 6 months of their 18 <sup>th</sup> birthday).
2	Not been continually resident in Westminster for three years at the date of application (this does not apply to people detained in an institution or hospital or in the armed services or serving a custodial sentence outside Westminster, but who lived continuously in Westminster for at least three years prior to entering institution/services/custody or applicants applying to move to Westminster through the Housingmoves Scheme (see also section 10)). <i>Supply &amp; Allocation Report 12<sup>th</sup> June 2013.</i>
3	Not currently living permanently in the UK.
4	Who jointly or singly own or part own or are purchasing a property (including purchases on shared ownership).
	Whose household's total gross income from all sources exceeds the threshold for the higher rate for taxable income tax (currently

5	calculated as taxable income of £32,011) or whose household's total savings and capital assets exceeds £59,349. Applicants whose household has capital assets of up to £59,349 will be assumed to accrue a pro-rata income of £5 per annum for each £100 of asset. This assumed sum will be added to other income ( <i>Supply and Allocation of Social Housing and Low Cost Home Ownership 13<sup>th</sup> March 2006</i> ). Any compensation awarded to members of the Armed Services for injuries sustained while serving will be discounted. <i>Supply &amp; Allocation Report 12<sup>th</sup> June 2013</i> .
6	Tenants (of any landlord) with rent or other arrears. <i>Mid Year review of the Supply and Allocation of Social Housing and Low Cost home Ownership 9th December 2002 (section 1)</i> .
7	Accommodated in Westminster by another local authority that retains the responsibility for re-housing whether under s193, Housing Act 1996 or any other duty by which the other local authority retains responsibility for their accommodation.
8	Has within the last five years moved out of or sold or otherwise disposed of a property where it would have been possible and reasonable to remain.
9	Has moved within the last five years into inappropriate accommodation to attract or increase priority for re-housing.
10	Has moved into the current home and caused the household to be statutorily overcrowded or to contain a Band A Hazard assessed under the Housing Health and Safety Rating System (see Appendices V and VI).
11	In the last five years has applied to a local authority for assistance under the Housing Act 1996 and been found intentionally homeless.
12	In the last five years has applied to Westminster City Council or another local authority for assistance under Part 7 of the Housing Act 1996 in order to create or increase priority under Part 6.
13	The applicant or a person in his or her household has been guilty of unacceptable behaviour serious enough to make a person unsuitable to be a tenant. This includes a household in which a person has been prosecuted and found guilty of anti-social behaviour including for example theft, public disorder offences etc.



## **1.7. Risk Assessment, Information Sharing and Data Protection**

- 1.7.1. The flow of relevant and timely information about housing applicants and tenants is an essential tool in creating and sustaining strong tenancies. Good information enables support needs to be identified and met, and means housing providers are equipped with the necessary facts to manage tenancies effectively and safely. Especially where vulnerable households are concerned, good information exchange can help ensure that the right support is put in place, thus reducing the likelihood of 'revolving door' repeat homelessness.
- 1.7.2. This is particularly important when there are risk issues and failure to obtain and/or share information could result in harm to the individual themselves, to staff or to the wider public.
- 1.7.3. The Council will seek to identify and assess any housing support needs, risk or tenancy sustainment issues as part of the housing application process. See section 2.2 for details of how this information may be used.
- 1.7.4. This information may be shared on a 'need to know' basis with relevant third parties, such as Registered Providers or other housing providers.
- 1.7.5. The Council is signed up to various local information sharing protocols with other Council departments and agencies working in the City.
- 1.7.6. Data Protection is a matter for all staff. When handling personal data, the Council will comply with the eight principles of good practice set out in the Data Protection Act.
- 1.7.7. No information will be provided to other members of the public without the consent of the applicant.

## **2. Choice Based Lettings**

- 2.1.1. Subject to exceptions, Council owned and Registered Provider properties to which the Council has nomination rights are let through the Home Connections Choice Based Lettings scheme. The Council advertises the properties identifying the Priority Groups eligible to bid. Those who are on the priority housing group register and who come within Priority Group(s) identified in the advertisement may bid for the accommodation they are interested in and eligible for. Details of the advertising and bidding process are set out below, but generally and in summary, the bidder with the highest priority is offered the property, provided it is suitable for that applicant taking into account amongst other matters size and mobility criteria. There are exceptions to this (see section 2.2).
- 2.1.2. Applicants may be suspended from Choice Based Lettings (or being given a direct offer of accommodation) at any time if there is a change in their circumstances affecting their eligibility for social housing whilst this is being investigated. See also sections 1.2.3 and 8.1.9.

## 2.2. **Exceptions**

### 2.2.1. **Direct offers**

2.2.2. Some applicants may receive direct offers. The circumstances under which this may happen are described below;

2.2.3. Where the Council considers that it is inappropriate for the applicant to participate in Choice Based Lettings. For example, vulnerable applicants nominated by Social and Community Services where the Council will work closely with social workers and care managers to decide on the best letting method for these applicants. Other examples include cases where an applicant is subject to Multi Agency Public Protection Arrangements (MAPPA) or presents a risk to themselves or others.

2.2.4. The Council may make direct offers to applicants for the purpose of discharging a housing duty (noting that in addition section 14.2.3 may apply). This may include but the discretion is not limited to homeless households that have failed to bid or to regularly bid for properties and/or fail to view or refuse properties after bidding.

2.2.5. The Council may make direct offers to ensure best use is made of its housing stock for those prioritised according to their mobility category (see section 2.7 for a full definition of mobility categories). Properties for wheelchair users (identified as mobility category 1 and 2) will be excluded from Choice Based Lettings and will be the subject of direct offers to suitable applicants.

2.2.6. In all cases when direct offers are made, applicants will receive one direct offer only subject to the Council's discretion to make a further direct offer taking into account the demand for and supply of accommodation and the general housing circumstances within the City of Westminster.

2.2.7. For certain groups where we have a statutory duty to re-house the applicant into suitable accommodation or the applicant is under occupying a property in which they are not entitled to remain we will make direct offers of suitable accommodation.

2.2.8. Succession and Assignment cases, Management Transfers and Decants where we are making a discretionary offer of a unit smaller than that occupied by the applicant will be able to bid for three months. If they are unsuccessful in that period, they will be made one direct offer of suitable accommodation.

- 2.2.9. Homeless applicants who have sufficient points to be successful may be given a time limit for bidding for accommodation (see section 8.1.3). The time limit for bidding will be set depending on the supply of housing and the type, but will be between six weeks and six months. If the applicant does not bid successfully within this time, they may be made one direct offer of suitable housing. If they refuse the offer, the Council's duty to them can be discharged pursuant to statutory provisions. *(CMR 5<sup>th</sup> December 2007 Supply and Allocation 2007/08 Mid Year report)*.
- 2.2.10. **Not offering a tenancy to the highest bidder**
- 2.2.11. There are a number of circumstances set out in the scheme where the Council will not offer the tenancy to the highest bidder. In any event the Council always has a general discretion not to offer the tenancy to the highest bidder taking account all the circumstances including (when considered appropriate) the demand for and supply of accommodation and the general housing circumstances within the City of Westminster. The discretion may be exercised, for example, where the Council decides that it would not be in the interest of the applicant, another party, or the good management of housing stock to do so. Other examples and circumstances where this may happen are listed below;
- 2.2.12. **Domestic Violence**
- 2.2.13. Where there has been a history of domestic violence and the property is too close to the current accommodation of the person responsible for that history.
- 2.2.14. **Mobility**
- 2.2.15. Where the applicant cannot access or adequately use the property due to mobility problems, in particular where their health and safety would be endangered. For this purpose, consideration will be given to adapting the property where this may be appropriate and the Council is the landlord, or the landlord (i.e. a Registered Provider) will agree to do so. However, there is no obligation under the terms of this Scheme for the Council to make adaptations (subject to any existing legal obligations binding upon the Council).
- 2.2.16. **Adaptations**
- 2.2.17. Where the applicant, whose accommodation (including Community Supportive Housing) is suitable for their needs, bids for and accepts a property which would need adaptation to meet their needs, they

may not be offered the property, for example where an applicant currently lives in a property with an adapted shower which they need and bids for a property without one.

**2.2.18. Tenant Management Organisations (TMO'S)**

2.2.19. Separate requirements apply in the case of TMO properties (see section 2.12).

**2.2.20. Sensitive Lettings**

2.2.21. A further example arises in respect of sensitive lettings (see section 2.13).

**2.3. Area Preference**

2.3.1. Under Choice Based Lettings, applicants, subject to the priorities identified previously, are able to bid for properties in whichever areas they choose.

2.3.2. In the case of direct offers, the Council will decide the location of the accommodation to be offered having taken into account suitability and needs. Preference will only be taken into account where the Council in its absolute discretion and taking account of the demand for and supply of accommodation and the general housing circumstances within the City of Westminster decides it is possible to do so.

## 2.4. Priority Groups and Lists

- 2.4.1. The Priority Groups are described in greater detail within the relevant sections of this scheme. The purpose of the Priority Groups is to give reasonable preference to those identified within section 167 of the Act and to assist certain other groups of applicants chosen by the Council. Applicants will be given points in accordance with an assessment of their respective needs and those with the same number of points will be re-housed in date order (the date will be the date an applicant became eligible for their specific Priority Group unless agreed otherwise).
- 2.4.2. Priority applicants will not be able to bid for another property via CBL or be given a direct offer of accommodation if, after their registration, their circumstances change and they are unable to provide current proof of residence in Westminster. Their application will be closed and they will be notified of this. Where contact details are unavailable applicants can request a copy of the letter from the Housing Options Service.
- 2.4.3. The Council allocates available properties amongst the Priority Groups in accordance with the projections contained in the annual report (subject to review) and subject to the size of accommodation required. The Council will monitor the outcome of all lettings during the year. If some Priority Groups are not getting the expected proportion of properties, the Council will seek to address any imbalance by, for example, advertising certain properties exclusively to certain Priority Groups.
- 2.4.4. Mobility requirements of applicants within Priority Groups are taken into account when matching properties. See section 2.7.
- 2.4.5. To make best use of the Council's supply of studio and 1-bedroom properties a Pathway model has been established for qualifying applicants (see section 9.2). Those applicants may be allocated a studio or 1-bedroom property once they have developed the independent living skills required to manage an independent tenancy (*Supply & Allocations Report 21<sup>st</sup> March 2011*).
- 2.4.6. Older applicants eligible for Community Supportive Housing bid for a specific type of housing and will not compete for the same properties as applicants in other Priority Groups.
- 2.4.7. Priority applicants will be registered on one list only (the most appropriate list according to their housing need) and will receive

one set of 'priority points' according to that priority group (as set out in section 2.6.30).

- 2.4.8. Full details of the projections are published in the annual 'Supply and Allocation of Social Housing and Low Cost Home Ownership' report to Cabinet Member for Housing.

## 2.5. **Delayed Priority List**

- 2.5.1. The Council may decide that certain applicants on the priority group housing register are not ready for their own Part VI accommodation, for example, those applicants currently undergoing a programme of resettlement support with social services or those in supported accommodation (e.g. Pathways applicants). These applicants will be registered on the Delayed Priority List. Such applicants will not be able to participate in Choice Based Lettings and will not receive direct offers of accommodation.
- 2.5.2. Applicants will be removed from the Delayed Priority list when the Council is of the opinion that they are ready to have their own Part VI accommodation. Inclusion on this list will be reviewed from time to time, at least every six months.
- 2.5.3. An applicant will retain their original registration date when they are moved to a Priority Group from the Delayed Priority List (unless stated otherwise in the scheme).
- 2.5.4. An applicant on the Delayed Priority List has the right to review against their inclusion on this list. That right can be exercised in writing at any time they are on the list but there is only one review unless in the opinion of the Council there is a significant change of circumstances. The appeal is to the Director of Housing.
- 2.5.5. In any case where an element of risk has been identified, the Council may place the applicant on the Delayed Priority List whilst a full (or other appropriate) risk assessment is carried out. During this period, the applicant will not be able to bid for properties via Choice Based Lettings. This will only be for the short period while investigations are ongoing.
- 2.5.6. In any case where the Council is aware that Police or auditors are investigating a matter that may affect the duty of the Council to house an applicant, the Council may place the applicant on the Delayed Priority List whilst the investigation is undertaken. During this period, the applicant will not be able to bid for properties via Choice Based Lettings.



## 2.6. Points

2.6.1. Applicants are placed into a Priority Group and given points according to their priority need. Applicants requiring family sized accommodation will receive points as set out in section 2.6.30 (table 1) and applicants requiring studio or 1-bedroom accommodation will receive points as set out in table 2 of section 2.6.30.

2.6.2. Applicants will be prioritised according to their points and, if equal, their eligible date unless the scheme provides otherwise.

2.6.3. The Council is not required to provide any preference where it has decided that the applicant or a person in his or her household has been guilty of unacceptable behaviour serious enough to make a person unsuitable to be a tenant (see section 1.6.1(13)).

2.6.4. Community Supportive Housing applicants subject to LHA caps will receive an additional 50 points. *Supply and Allocation Report 12<sup>th</sup> June 2013.*

2.6.5. Renewal Scheme Decants will receive additional points (1-5) where they have a medium or high local connection. This is dependent on the local connection qualification criteria as set out in the 'Tenant Decant Policy for Renewal Areas'.

2.6.6. The scheme gives extra priority to applicants (as listed in table 1) who have lived in Westminster for ten continuous years and/or those who are in employment for a minimum of two continuous years. *Report to Cabinet Member 21<sup>st</sup> September 2011.*

2.6.7. The criteria for these additional points are set out below (there are exceptions);

### 2.6.8. Employment

2.6.9. Applicants identified in table 1 of section 2.6.30 will receive an additional 50 points if;

- The main applicant and/or partner is accepted by the Council as being in employment under a written contract of employment (permanent or temporary) which requires at least 16 hours work a week (which must take place in practice); and
- Those with permanent contracts must have been in such employment for a minimum period of two years

- Applicants with temporary contracts must be able to demonstrate that they have been in employment continuously for two years, with no more than one month's gap between contracts
- The main applicant and/or partner must provide proof of Working Tax Credit (unless their income exceeds the eligible amount for this benefit) to receive employment points. *Supply and Allocation Report 12<sup>th</sup> June 2013 (section 5.5.2).*

Alternatively,

- The main applicant and/or partner must have been actively engaged with HELP (Homelessness Employment Learning Project) for a minimum period of the previous two years; engagement to be verified by the project.
- 2.6.10. The applicant and/or partner must provide proof of their employment status and only originals of official documents such as the contract of employment, payslips, bank statements showing the salary, P60/P45 or tax returns will be accepted. Letters on headed paper from the employer will not be considered acceptable proof.
- 2.6.11. Applicants registered before the 1<sup>st</sup> November 2011 must be in employment at this date and the two years previously in order to qualify.
- 2.6.12. Employment points were applied to applications from 30<sup>th</sup> January 2012.
- 2.6.13. Additional points for employment will remain (unless found to be incorrectly awarded) until the applicant has been re-housed or their application is closed even if their employment status changes, as long as there is a realistic prospect of re-employment, but would be re-assessed on any future application. Only one set of 50 employment points will be applied per application.
- 2.6.14. Armed Forces personnel will receive an additional ten points as set out in section 2.6.22. *Supply and Allocation Report 12<sup>th</sup> June 2013 (section 5.2).*
- 2.6.15. **Residence in Westminster**
- 2.6.16. In order to give recognition to applicants with a strong link to Westminster, an application will receive an additional 50 points

when the main applicant and/or partner is accepted by the Council as having been resident in the City of Westminster for a continuous period of ten years immediately prior to date of application. Only one set of 50 residence points will be applied per application.

- 2.6.17. To be given the points, applicants registered on or after 1<sup>st</sup> November 2011 must provide proof of ten years continual residence in Westminster immediately prior to the date of application.
- 2.6.18. The onus is on the applicant and/or partner to provide proof of continuous residence and documents such as IND papers, birth certificates, tenancy agreements and Council tax records will be considered acceptable proof. Doctor's letters and medical cards will not be considered sufficient proof.
- 2.6.19. Because it is accepted that it will be difficult to prove residence going back more than ten years, applicants registered before 1<sup>st</sup> November 2011 need only provide proof of ten years residence at this date i.e. continual residence from 1<sup>st</sup> November 2001.
- 2.6.20. For applicants registered before 1<sup>st</sup> November 2011 that have spent time (since 1<sup>st</sup> November 2001) in section 193 temporary accommodation provided by the City Council, whether in Westminster or outside the borough, this will be considered as 'residence in Westminster' and count towards the ten years.
- 2.6.21. Note, residence points were applied to applications from 30<sup>th</sup> January 2012.
- 2.6.22. **Additional Preference for Armed Forces Personnel**
- 2.6.23. An additional ten 'Armed Forces' points will be awarded to applicants in the following categories (see also section 1.3);
  - a) Former members of the Armed Forces
  - b) Serving members of the Armed Forces who need to move because of serious injury, medical condition or disability sustained as a result of their service
  - c) Bereaved spouses and civil partners of members of the Armed Forces leaving Services Family accommodation following the death of their spouse or partner
  - d) Serving or former members of the Reserve Forces who need to move because of a serious injury, medical condition or disability sustained as a result of their service

- 2.6.24. The additional ten points will apply to waiting list households as set out in section 2.6.30 (tables 1 and 2) and will be in addition to any employment points applicants may be eligible for.
- 2.6.25. As the new Regulations apply to new applicants accessing social housing, tenants who are already in social housing will not be eligible for the additional 'Armed Forces' points. *Supply & Allocations Report 12<sup>th</sup> June 2013*.
- 2.6.26. **Exceptions**
- 2.6.27. Cash Incentive applicants and those registered in the Pressing Housing Needs Priority Group will not receive additional points for residence or employment. This is because of the extent of the priority already given.
- 2.6.28. Applicants accepted for a studio/1-bedroom property will not receive additional points for residence or employment. This is because of the extent of current supply of this type of accommodation (*Supply & Allocations Report 21<sup>st</sup> March 2011*).
- 2.6.29. Applicants nominated by their Registered Provider under the Overcrowding RP Quota will not be eligible for employment or residence points (see 7.5.2).
- 2.6.30. The scheme sets out priority points for applicants requiring family sized accommodation (table 1) and applicants requiring studio/1-bedroom accommodation (see table 2) as follows;

Tables 1 & 2 below are subject to the exceptions to be found within this scheme

**Table 1 - Points for Family Sized Accommodation**

				Additional Points					Points Deducted
Priority Group		Priority List	Priority Points	Workers	Residence	Stage 2 Lease End	Armed Forces	Local Connection Criteria On Renewal Estates	All Adult Household
<b>Under-occupation</b> (including flexible tenancies)	Transfer List	Cash Incentive and under-occupying flexible tenants	550	-	-	-	-	-	-
<b>Pressing Housing Need</b>	Transfer List	Returning Decants	450	-	-	-	-	5	-
		Renewal Decants (Permanent) with high local connection	450	-	-	-	-	4	-
		Renewal Decants (Temporary) with high local connection	450	-	-	-	-	3	-
		Renewal Decants (Permanent) with medium local connection	450	-	-	-	-	2	-
		Renewal Decants (Temporary) with medium local connection	450	-	-	-	-	1	-
		Management Transfer, Decants, Community Care Nominations and Children Act Panel	450	-	-	-	-	-	-
	Waiting List	Succession/Assignment, RP Decants, Discretionary Lessee Renewal Decants, Reciprocal, Community Care Nominations and Children Act Panel	400	-	-	-	-	-	-
		Learning Disabilities	400	-	-	-	10	-	-
<b>Medical</b> (people who need to move on medical or welfare grounds including grounds relating to disability)	Transfer List	Medical	250	50	50	-	-	-	-
	Waiting List	Medical	200	50	50	-	10	-	-
<b>Overcrowding</b> (People occupying insanitary or overcrowded housing otherwise living in unsatisfactory housing conditions)	Waiting List	Registered Provider Quota	300	-	-	-	-	-	-
		HHSRS band A Hazard or Part X Housing Act 1985	250	50	50	-	10	-	-10
	Transfer List	HHSRS band A Hazard or Part X Housing Act 1985	300	50	50	-	-	-	-10
		Lacking 3 bedrooms	300	50	50	-	-	-	-10
		Lacking 2 bedrooms	200	50	50	-	-	-	-10
	Lacking 1 bedroom	100	50	50	-	-	-	-10	
<b>Homeless</b> (as defined in sub-paragraphs (a) and (b) of section 167(2) of the Housing Act 1996)			150	50	50	200	10	-	-

**Table 2 - Points for Studio and 1-Bedroom Accommodation**

			Additional Points				
	Priority List	Priority Points	Stage 2 Lease End	Subject to LHA Cap	Armed Forces	Local Connection Criteria On Renewal Estates	High Priority Medical/ Welfare Points
<b>General Needs Housing</b>	Under-occupying Flexible Tenants and Cash Incentives	550	-	-	-	-	-
	Returning Decants	450	-	-	-	5	-
	Renewal Decants (Permanent ) with high local connection	450	-	-	-	4	-
	Renewal Decants (Temporary) with high local connection	450	-	-	-	3	-
	Renewal Decants (Permanent) with medium local connection	450	-	-	-	2	-
	Renewal Decants (Temporary) with medium local connection	450	-	-	-	1	-
	Decants, Management Transfers	450	-	-	-	-	-
	Social Services Nominations (Tenants) including Community Care Nominations, Children Act Panel and Children Leaving Care	450	-	-	-	-	-
	Social Services Nominations (Waiting List) including Community Care Nominations, Children Act Panel and Children Leaving Care	400	-	-	-	-	-
	Learning Disabilities and Mental Health Hostel Quota (WL)	400	-	-	10	-	-
	RP Decant and Discretionary Lessee Renewal Decants	400	-	-	-	-	-
	Reciprocals	400	-	-	-	-	-
	Succession/Assignment	400	-	-	-	-	-
	Medical (Transfers)	250	-	-	-	-	-
	Medical (Waiting List)	200	-	-	10	-	-
	Homeless	150	200	-	10	-	-
	Pathway Housings	150	-	-	10	-	-
	Tenants (Studio to 1-bed)	100	-	-	-	-	-
Hostel Move On/Street Homeless/Drug Alcohol Action Team (DAAT)	50	-	-	10	-	-	
<b>Community Supportive Housing</b>	Cash Incentive	550	-	-	-	-	50
	Decants (Tenants)	450	-	-	-	-	50
	RP Decants and Discretionary Lessee Renewal Decants	400	-	-	-	-	50
	Succession/Assignment	400	-	-	-	-	50
	Council Tenants	200	-	-	-	-	50
	Homeless	150	200	-	10	-	50
	Pathway Housings	150	-	-	10	-	50
	Waiting List Applicants	50	-	50	10	-	50
	Incoming Nominations	50	-	-	-	-	50

## 2.7. Mobility Criteria

2.7.1. All applicants (including household members) eligible to participate in Choice Based Lettings will be assessed to see what type of property matches their mobility and access requirements. All applicants and all properties will be given a Mobility Category.

2.7.2. Applicants eligible for Community Supportive Housing will be given mobility category 3 for this type of accommodation (unless they require a property suitable for a wheelchair).

### 2.7.3. Mobility Category Applicants

Category 1	Applicants who use a wheelchair all the time
Category 2	Applicants who need a home which is wheelchair accessible but may not need to use it inside the home
Category 3	Applicants with severe mobility problems who require a ground floor or lifted property with level access and no internal stairs
Category 4	All other applicants

### 2.7.4. Property Mobility Category

Category 1	Property is fully wheelchair accessible
Category 2	Property is suitable for a person who needs a wheelchair outside the home but can manage in the home without a wheelchair.
Category 3	Property with no more than 3 steps to access property and no internal stairs. May be lifted.
Category 4	All other properties

2.7.5. Property Mobility Category 1 and 2 properties will not be advertised. They will only be offered to Mobility Category 1 and 2 applicants.

2.7.6. Mobility Category 1 applicants will have priority over Mobility Category 2 applicants. However, all offers will be subject to the requirement that the accommodation is suitable for the person being made the offer. An offer will not be made if it is not.

2.7.7. Property Mobility Category 3 and 4 properties will be advertised. The property advertisement will identify which priority group may bid.

2.7.8. It is likely that Property Mobility Category 3 properties will be unsuitable for Mobility Category 1 and 2 applicants and that section 2.2.14 will apply. Subject to that, those in Mobility Category

1 will have priority over those in Mobility Category 2 and they will have priority over those in Mobility Category 3 who will have priority over those in Mobility Category 4.

- 2.7.9. When persons within the same Mobility Category bid for an advertised Mobility Category property, priority will depend upon who has the most points and, if equal, whose application is the earliest in time.



## 2.8. Bidding Process

- 2.8.1. Subject to section 2.7, applicants will be eligible to bid for properties available to their priority group list if, following assessment by the Housing Options Service (HOS):
- they are placed in one of the Priority Groups
  - they are not in arrears of rent/occupation charges (section 2.11)
  - they have not been excluded from bidding for any other reason
- 2.8.2. Applicants eligible to bid will be issued with a confidential PIN (Personal Identification Number) and User ID (Identification) number for expressing an interest in a property.
- 2.8.3. Properties that are available for letting through Choice Based Lettings will be advertised to eligible bidders on a weekly basis on the Home Connections website. It is the responsibility of each bidder to ensure they receive an information pack and to check the advertisements. Details of access to the website (including libraries) and to making bids are set out within the Choice Information Pack. See Appendix II.
- 2.8.4. Bidders will only be able to bid for properties of the correct size for their household or one bedroom smaller (two bedrooms smaller if they need five or more bedrooms) subject to ensuring they do not create an HHSRS Band A hazard or become statutorily overcrowded (see Appendix V HHSRS (Crowding and Space Guidance) and Appendix VI Housing Act 1985 (excerpt)).
- 2.8.5. Bidders will not be allowed to bid for properties larger than they need, subject to the discretion of the Director of Housing (or duly delegated person). The discretion will only be exercised in exceptional cases, taking into account all the circumstances including the demand and supply for housing and the general housing circumstances within the City of Westminster.
- 2.8.6. The Council will normally shortlist the three highest priority bidders to view each property. Where bidders have the same priority with the same number of points so that more than three bidders would be shortlisted, those who are cash incentive applicants will be chosen to view first and otherwise those with the earliest registration date.
- 2.8.7. At the viewing, the bidders will be asked if they still want the property. Subject to exceptions set out in this scheme, the bidder with the highest priority and points will be invited to sign the tenancy agreement within a specified period.
- 2.8.8. If bidders are still equal;

- the bidder with the earliest registration date will be invited to sign the tenancy agreement; or if still equal
- the bidder in the priority group appearing first in the tables at 2.6.30 will be invited to sign

2.8.9. If there is still equality or in the event of a dispute, the Director of Housing has the ultimate discretion to decide to whom an offer should be made.

2.8.10. If the bidder invited to sign a tenancy agreement has not signed by the end of the following working day or such other period that the Council decides in its discretion is reasonable, the property will normally be offered to the next highest bidder. This is subject to the discretion of the Director of Housing. A copy of the standard tenancy agreement (appendix III), subject to amendment from time to time, should be read in advance of attending a viewing.

## 2.9. **Anti-social behaviour at viewings**

2.9.1. Any client in respect of whom the Council is satisfied that their behaviour during a viewing is anti-social may not be offered the property and may be suspended from bidding for a period of three months (*Supply & Allocations Report mid-year update November 2005, section 5.2*). This discretion is to be exercised by the Council taking into account the circumstances and nature of the anti-social behaviour and any previous such behaviour.

2.9.2. Applicants will be unable to bid if the Council is satisfied that;

(a) the applicant or a member of his household has been guilty of unacceptable behaviour serious enough to make him unsuitable to be a tenant of the authority;

and

(b) in the circumstances at the time the case is considered, the applicant deserves by reason of that behaviour not to be treated as a member of a Priority Group.

The behaviour which may be regarded as unacceptable is;

(i) behaviour of the person concerned which would (if that person was a secure tenant of the Council) entitle the authority to a possession order under section 84 of the Housing Act 1985 (c 68) on any ground mentioned in Part 1 of Schedule 2 to that Act (other than ground 8); or

(ii) behaviour of a member of the household which would (if that person was a person residing with a secure tenant of the Council) entitle the Council to such a possession order.

## 2.10. **Applicants not bidding**

- 2.10.1. Applicants may be in a Priority Group but choose not to bid for properties. Subject to specific provisions within the scheme concerning time limits, failures to bid and direct offers, the Council will review all applications where no bid has been placed in the previous quarter. Applicants will be contacted to make sure they understand how to bid and to ensure that they will be able to bid in future.

## 2.11. **Arrears**

- 2.11.1. Applicants with rent arrears or temporary accommodation charge arrears above the levels stated below will be suspended from and unable to participate in Choice Based Lettings. They will continue to be able to view property advertisements but will be unable to bid unless and until the arrears are cleared.
- 2.11.2. They will also be ineligible to be made direct offers of accommodation.
- 2.11.3. The Director of Housing may exercise discretion in exceptional circumstances to allow applicants with rent or temporary accommodation charge arrears to bid or to receive offers.
- 2.11.4. Where a household is to be re-housed into two or more separate homes, all members of the household will be prevented from bidding if the applicant household has arrears.
- 2.11.5. **Westminster Council Tenants**
- 2.11.6. Tenants with rent arrears will not be eligible to bid for properties. In practice rent arrears of up to one week's rent will not usually be taken into account. Ineligible applicants will be suspended until the week after the arrears are reduced below this amount.
- 2.11.7. Eligibility on grounds of arrears will be reviewed through the rent accounting system weekly on Mondays. The system will only take into account payments credited up until midnight on the Saturday before. Any payments received after Saturday will not be taken into account and suspension from bidding will not be lifted until the following Monday.
- 2.11.8. Because Direct Debit and Standing Order payments are received at different times of the month it will be necessary to monitor these cases in a different way. We will review these cases on a 5-week basis. If the rent account is more than 5 weeks in arrears this will mean that the monthly payment has not been received or there has been a shortfall in the amount paid. These cases will be suspended until the Monday after the missing direct payment has been received or the shortfall made good.
- 2.11.9. For applicants in receipt of Housing Benefit, the amount taken into account is the net weekly rent i.e. the amount payable weekly by the tenant.
- 2.11.10. Arrears due to unpaid housing benefit to which the applicant is entitled will be ignored for the purposes above where the applicant has provided all the information that he or she has been asked to provide to the Housing Benefit contractor.

- 2.11.11. Former tenant' arrears and arrears on non-residential properties will not be taken into account for this purpose.
- 2.11.12. **Cash Incentive**
- 2.11.13. Applicants on the Cash Incentive Scheme who have rent arrears may be allowed to bid at the discretion of the Estate Director but all outstanding debts to the Council will be deducted before any payment is made under the scheme.
- 2.11.14. **Decants**
- 2.11.15. Applicants who are in rent arrears and who need to move because the Council intends to demolish or carry out major works to their home may be allowed to bid at the discretion of the Estate Director.
- 2.11.16. **Non-homeless private rented/RP tenants**
- 2.11.17. Non-homeless applicants living in their own private rented or RP accommodation, who are accepted on to one of the priority group lists, will not be re-housed if they have more than one week's rent arrears.
- 2.11.18. **Homeless applicants living in Bed and Breakfast**
- 2.11.19. Homeless applicants with arrears on the charges they are required to pay in bed and breakfast hotel accommodation will be ineligible to bid for properties. In practice, but subject to discretion, arrears of up to £1,000 will not usually be taken into account.
- 2.11.20. Arrears accrued on previous accounts will normally be counted for this purpose.
- 2.11.21. **Homeless applicants living in self-contained accommodation**
- 2.11.22. These properties may be within Westminster Council stock managed by City West Homes, or in private stock managed by a private managing agent, or in private stock managed by a Registered Provider.
- 2.11.23. For properties within Westminster stock managed by City West Homes, the policy will be applied as for Council tenants, see 2.11.5.
- 2.11.24. For all other accommodation except those properties rented from private landlords under the Private Sector Lettings Scheme, applicants with arrears above £1,000 will be ineligible to bid.
- 2.11.25. Applicants in properties rented through the Private Sector Lettings Scheme will be ineligible to bid if they have arrears above £500.

- 2.11.26. Applicants will be informed which threshold applies to them.
- 2.11.27. **All homeless applicants**
- 2.11.28. In circumstances where a homeless applicant has arrears of under £1,000 but a record of persistent non-payment, the Housing Options Service Manager retains the discretion to suspend the applicant from bidding until the arrears are cleared or reduced. The applicant will be advised in writing what payment is required to allow them to bid again.
- 2.11.29. **Housing Benefit**
- 2.11.30. Homeless applicants claiming housing benefit in temporary accommodation including Bed and Breakfast will not be eligible to bid until their first or subsequent claim is assessed. They will be able to bid the week after their claim is in payment providing their debit for service charge or other charge not covered by housing benefit does not exceed £1,000 (£500 for those in Private Sector Lettings Scheme properties).
- 2.11.31. Where housing benefit has not been assessed by the housing benefit contractor's target date for assessment, the application will be reviewed by the Housing Options Service Manager.
- 2.11.32. Arrears due to unpaid housing benefit to which the applicant is entitled will be ignored for the purposes above where the applicant has provided all the information that he or she has been asked to provide to the Housing Benefit contractor.

## 2.12. Tenant Management Organisations

2.12.1. Tenant Management Organisations (TMOs) are made up of Council tenants and lessees. The TMO manages the Council properties in its area on behalf of the Council. In Westminster, there are currently 11 TMOs.

2.12.2. Where a general needs property managed by a TMO becomes void, it is advertised as normal. Applicants bid and are shortlisted for the property in the normal way.

2.12.3. Shortlisted applicants are invited to attend a short interview where they meet with existing TMO residents. The applicants are asked a series of questions designed to test which applicant will best contribute to the sense of community on the estate and which will actively participate in the TMO.

2.12.4. The TMO interview questions are set out below.

- Experience of being involved in and contributing to their community. For example;
  - a) running a youth group
  - b) on the Parent Teacher Association committee
  - c) undertaking recognised voluntary work
  - d) undertaking information voluntary work such as helping neighbours
- Already resident in the block or on the estate and applying for an internal move;
- Immediate member of the applicant's family is already resident in the block or on the estate. This is limited to parent, adult child, sister or brother, grandparent or adult grandchild;
- Demonstrate an understanding of what a TMO or Housing Co-operative is.

2.12.5. The TMO will recommend which of the shortlisted bidders it would prefer to be offered the flat, based on the answers given in the interview.

2.12.6. The Director of Housing or duly delegated person will decide which of the interviewees will be offered the tenancy, taking into account who is most likely to best contribute to and actively be involved with the TMO by reference to the answers given in the interview, the preference of the TMO and also the order of preference according to the number of priority points and (if equal) date.

2.12.7. Community Supportive Housing is excluded from the TMO process.

2.12.8. Some Decant applicants in the Renewal schemes may be excluded from the TMO process.

## 2.13. **Sensitive Lettings**

2.13.1. Occasionally a property becomes available for letting and it is deemed that it should be let 'sensitively' because of particular circumstances that relate to the property, for example the frailty and vulnerability of neighbours (*CMR 5<sup>th</sup> December 2007 Supply and Allocation Mid Year Update*).

2.13.2. Where a sensitive letting is required, the tenancy will not be offered to the prospective tenant until it is confirmed that neither they nor any member of their household who will be living with them has:

- A history of anti-social behaviour or nuisance;
- Drug or alcohol dependency or
- Any history of drugs dealing;
- Caused housing management problems in previous accommodation, including bed and breakfast or temporary accommodation

2.13.3. Other factors may be taken into account where justifiable. For example, where due to the nature of the sensitivity, a letting should be made to a male or female applicant.

2.13.4. Conversely, a neighbour of a property being let may have a history of behaviour which means it may be necessary to avoid letting the property to a person who is vulnerable to harassment or other behaviour and in these circumstances, discretion may be used to make a direct offer of that letting.



### **3. Tenant Transfer**

#### **3.1. Council tenants applying for a transfer**

3.1.1. Requirements for inclusion in an application as set out in section 1.4 apply for applicants who have Council tenancies. So too the requirements for inclusion in a Priority Group. However, applications for a transfer of accommodation from existing Council tenants are treated separately from applications for accommodation by others within Priority Groups. That is because the transfer will result in the accommodation vacated becoming available to allocation. As a result the anticipated projected distribution of accommodation may be higher for applicants within Priority Groups who are also Council tenants. As a result the following requirements for inclusion within the Priority Groups as a Tenant Transfer apply (*H.C. 23rd March 1999 Housing Demand, and Access to Rented Accommodation and Home Ownership, Appendix A2.1*).

#### **3.2. Main Applicant - Registration**

3.2.1. Any tenant/joint tenant of the Council.

3.2.2. Separate applications from both joint tenants will each be considered on its own merits.

3.2.3. Any joint tenant who excludes the other joint tenant from their application will be required to resolve any issues concerning the tenancy before the application is accepted.

#### **3.3. Household Members – Inclusion in Registration**

3.3.1. Those household members originally housed with the tenant by the Council under Part VI.

3.3.2. The long-term, co-habiting partner of the tenant. However, where the long term partner is not currently living with the tenant the applicant will be given priority points based on whichever partner's accommodation best meets the need of the household.

3.3.3. Dependent children normally resident with the main applicant parent (see section 1.4);

- Dependent children who join the tenant from abroad on a permanent basis.
- Dependent children of other relatives who join the tenant from abroad on a permanent basis - where the relationship can be

established and where their own parents do not live in this country.

- Those residing permanently with the tenant for foster care or placed with the tenant for foster care for more than 12 months by Westminster's Social Services Department.

3.3.4. Adult relatives who were originally re-housed by the Council.

3.3.5. Carers, where re-housing has been agreed under the Community Care priority group as needing re-housing with a carer and this remains unchanged.

3.3.6. For flexible tenants there will be an assessment towards the end of the fixed term of the size of property needed. The assessment will be completed using the City Council's bedroom standard as set out in section 13 of this Scheme. It will determine if there is under occupation or overcrowding. The household members included in the assessment will be those living with the tenant at the time of the review and people that will be included in the household, will be the same as those included in general registrations as set out in section 3.1.1. Full time students studying away from home with the intention to return will be included as absent household members (as long as they left the tenant's home in order to study).

3.3.7. Exceptionally, in other circumstances, where approved by the Director of Housing or delegated person in the exercise of a discretion.

#### **3.4. Household Members – Excluded from Registration**

3.4.1. Friends, lodgers and sub-tenants living with the tenant.

3.4.2. Any household member who has moved in and caused the household to be overcrowded.

3.4.3. Any household member who is not themselves eligible to register on the Housing Register (within a Priority Group).

3.4.4. Children of the tenant whose main/principal home is elsewhere.

3.4.5. In exceptional circumstances, the Director of Housing or delegated person may exercise a discretion and decide that a person in any of the above categories may be included on an application.

3.4.6. Applicants approved for Choice Based Lettings will receive points for their priority group as set out in section 2.6.30.

## **4. Under-Occupation**

### **4.1. Cash Incentive Scheme**

- 4.1.1. The Cash Incentive Scheme (CIS) was introduced in 1989. The enabling legislation is section 111 of the Local Government Act 1972.
- 4.1.2. The aim of the CIS is to free up under-occupied family sized accommodation, to make available units that could be converted for better use, adapted to meet a special housing need or used generally to meet the needs of priority groups. *Report to Cabinet Member for Housing 9<sup>th</sup> December 2002 Mid Year Review of the Supply and Allocation of Social Housing and Low Cost Home Ownership (section 6.31 and Appendix F).*
- 4.1.3. CIS grants are payable to Westminster City Council tenants moving via a Mutual Exchange (*Supply & Allocation Report 12<sup>th</sup> June 2013*) and WCC tenants re-housed by the Council either within its own stock or via nomination to a Registered Provider or other local authority. Westminster City Council does not pay CIS grants to Registered Provider tenants (except in regards to PCHA tenants, see section 7.4). However, some Registered Providers have their own schemes. See also Appendix VII (Flexible Tenancy Policy June 2014 sections 3.8 and 4.12) regarding tenants on Flexible Tenancies.
- 4.1.4. Applicants approved for Choice Based Lettings under this scheme will be registered with mobility category 3. They will have the highest priority as shown in tables 1 and 2 (section 2.6.30) due to the shortage of accommodation and the resulting availability of the types of accommodation described within 4.1.2 above.
- 4.1.5. Cash Incentive payments will not be paid where under-occupation is as a result of the tenant making their child/ren homeless and the Council has accommodated them (whether that be in the private sector, temporary accommodation or other social housing) within the last five years. *Supply & Allocation Report to Cabinet Member 12<sup>th</sup> June 2013.*
- 4.1.6. To be eligible the tenants must;
- Be a secure, introductory or flexible tenant (flexible tenants that are not having their tenancies renewed due to under-occupation are not eligible).
  - Have a clear rent account. In practice CIS grants are on occasion paid to tenants with arrears, which are then deducted from the grant before it is paid see 4.7.

## 4.2. **Payment Circumstances**

- 4.2.1. Subject to the property size restrictions set out below, CIS grants are payable in the following circumstances;
- a) To households occupying a home where the Council has identified that the property may be suitable for conversion to create a larger unit
  - b) Where the Council has identified a property as being suitable for adaptation for a wheelchair user or other similar adaptation
  - c) To a tenant moving to accommodation of the same size as their current home where the property they vacate could be used to meet another high priority need
  - d) Where a tenant gives up a property having found housing for themselves elsewhere, with no reciprocal housing arrangement (payments are set out on table 3 of section 4.8).
- 4.2.2. Payments will only be made on receipt of vacant possession of a property.
- 4.2.3. Under-occupation moves arranged via a national or London mobility scheme or other mutual exchange are reciprocal and properties obtained via these schemes will be viewed as if they are our own stock, regardless of where they are located. Applicants who have obtained a property via these schemes will receive Cash Incentive grant only if they meet the criteria set out at 4.2.

## 4.3. **Property Size Restrictions**

- 4.3.1. CIS grants are payable to tenants under-occupying a two bedroom property or larger who move to a smaller unit.
- 4.3.2. Single people or couples above the pension credit age and living in properties with three or more bedrooms may move to a two bedroom property, usually with a small second bedroom and be eligible for the grant. *Report to the Cabinet Member for Housing 14<sup>th</sup> April 2004 Supply and Allocation of Social Housing and Low Cost Home Ownership and Supply and Allocation Report 12<sup>th</sup> June 2013.*
- 4.3.3. Single people or couples below the pension credit age and living in properties with three or more bedrooms will only be eligible for a move to a 1-bedroom property and be eligible for the grant. *Supply & Allocation Report 12<sup>th</sup> June 2013.*
- 4.3.4. Applicants may give up their large property (three or more bedrooms) in exchange for an equivalent number of smaller units but only where one bedroom is gained, depending on supply. Re-housings will be via the Assist Priority Re-housing quota and direct offers will be made of suitable properties outside the Choice Based Lettings scheme. Residence criteria will apply as for transfer applicants. *Report to the Cabinet Member for Housing 14<sup>th</sup> April*

*2004 Supply and Allocation of Social Housing and Low Cost Home Ownership.*

- 4.3.5. No CIS grant is payable to tenants moving from a one-bedroom unit to a bedsit/studio property or from Community Supportive Housing except when giving up a property under 4.3.7.
- 4.3.6. A CIS grant is payable to tenants giving up a one bedroom unit in favour of Community Supportive Housing of a bedsit/studio.
- 4.3.7. In the case of conversions and adaptations, the tenant may move to a larger, smaller or same sized unit.
- 4.3.8. In the case of moves arranged under section 4.2.1 (d) above, the tenant may move to a same sized or larger unit.

**4.4. Decants**

- 4.4.1. CIS grants are payable to tenants who the Council wishes to decant to another property where;
- The property being vacated remains part of the Council's housing stock and the decanted refurbished unit continues to be large enough to house a family (i.e. larger than one bedroom)
  - Because of the extent of the works a decision is made to transfer or sell the property being vacated to a partner Registered Provider and the Council will receive a nomination right to a family sized unit
  - It is no possible to determine refurbishment plans prior to the property becoming vacant but where it would appear that the unit being vacated would provide family-sized accommodation for re-letting after completion of works.

**4.5. Other Restrictions**

- 4.5.1. CIS grant is not payable where the property being vacated is to be demolished.
- 4.5.2. Grants will only be paid in respect of conversions where the property can be combined to form a family sized unit.

**4.6. Prioritisation**

- 4.6.1. Where two CIS applicants have bid for the same property, the Council will offer the property to the applicant with the earliest registration date. If both applicants have the same registration date, the property will be offered to the one giving up the larger sized accommodation. If both are giving up the same size

accommodation, the applicant whose application was registered first will be offered the property.

#### 4.7. Arrears

4.7.1. Any monies owed to the City Council (e.g. rent arrears, arrears accrued in a previous tenancy, sundry debts etc.) will be deducted from the full amount due under this scheme before grant is paid.

#### 4.8. Cash Incentive Grant Payments

4.8.1. The scheme allows for payments as follows;

**Table 1 (Under-occupier being re-housed by WCC)**

		Tenant Transferring to				
			1 Bed	2 Bed	3 Bed	4 Bed
Tenant Present Property	Above/Below Pension Credit Age (PCA)	Studio or Community Supportive Housing				
1 Bedroom	Above PCA	£500				
	<b>Below PCA</b>	<b>£500</b>				
2 Bedroom	Above PCA	£3,500	£3,000			
	<b>Below PCA</b>	<b>£1,500</b>	<b>£1,000</b>			
3 Bedroom	Above PCA	£6,500	£6,000	£3,000		
	<b>Below PCA</b>	<b>£2,500</b>	<b>£2,000</b>	<b>£1,000</b>		
4 Bedroom	Above PCA	£9,500	£9,000	£6,000	£3,000	
	<b>Below PCA</b>	<b>£3,500</b>	<b>£3,000</b>	<b>£2,000</b>	<b>£1,000</b>	
5 Bedroom	Above PCA	£12,500	£12,000	£9,000	£6,000	£3,000
	<b>Below PCA</b>	<b>£4,500</b>	<b>£4,000</b>	<b>£3,000</b>	<b>£2,000</b>	<b>£1,000</b>

*The above payments are in addition to £2,000 for redecorations and removal costs*

**Table 2** (applies to tenants **above** the Pension Credit Age);

Tenants moving from	Premium Payment	
	Downsizing by 1 Bedroom	Downsizing by 2+ Bedrooms
3 bedroom property	£3,000	£5,000
4 bedroom property	£3,000	£5,000
5 bedroom property	£3,000	£5,000

- a) Additional payments of £3,000 and £5,000 for tenants vacating a three-bedroom or larger property. Table 2 (above) illustrates the payments available. Tenants downsizing from properties containing three or more bedrooms, who give up **one** bedroom will receive a premium payment of £3,000. Tenants downsizing

from properties containing three or more bedrooms, who give up **two or more** bedrooms, will receive a premium of £5,000. This is in addition to the money offered per bedroom and redecoration and removal payments.

- b) Payments are payable on mutual exchange only where the outgoing party is under-occupying and is moving to a property of the correct size and the incoming household will not be under-occupying their home. Payments are only payable to the under-occupier.
- c) £500 supplement (in addition to the above) to single tenants moving to a bed-sit/studio.
- d) £500 to cover all removal expenses (or removal to be arranged by the Council and any unwanted existing furniture to be removed free of charge).
- e) £1,500 to cover redecoration of the tenant's new home (or to have redecoration carried out by the Council.) The redecoration grant will not be paid if the property has been fully decorated shortly before the offer being made.

Examples			Down Sizing		Receive	Total
			From	To		
1	a	Pension Credit Age	3 bed	2 bed	£3,000 for <b>1 bedroom gained</b> £3,000 Premium Payment £2,000 Redecoration & Removal	<b>£8,000</b>
	b	Non Pension Credit Age	3 bed	2 bed	£1,000 for <b>1 bedroom gained</b> £2,000 Redecoration & Removal	<b>£3,000</b>
2	a	Pension Credit Age	3 bed	1 bed	£6,000 for <b>2 bedrooms gained</b> £5,000 Premium Payment £2,000 Redecoration & Removal	<b>£13,000</b>
	b	Non Pension Credit Age	3 bed	1 bed	£2,000 for <b>2 bedrooms gained</b> £2,000 Redecoration & Removal	<b>£4,000</b>

**Table 3 (Cash to Moves)**

Tenants Moving out of Social Housing	
Property Size	Payment Received
Studio (including Community Supportive Housing)	£2,500
1 Bedroom (including Community Supportive Housing)	£3,500
2 Bedrooms	£10,000
3 Bedrooms	£15,000
4 Bedrooms	£20,000
5 Bedrooms	£25,000

*This does not apply to Non Renewable Flexible Tenancies (see section 3.8 of the Flexible Tenancy Policy June 2013).*

## 4.9. **Conversions/Adaptations**

4.9.1. Where a property being given up is suitable for conversion or adaptation and the applicant is moving to a smaller property, payment will be made as above.

4.9.2. Where the property being given up is suitable for conversion or adaptation and the applicant is moving to a like-sized or larger property, a one-off payment of £2,000 will be made, in addition to the removal and redecoration payments as above.

## 4.10. **Additional priority for family and friends of under-occupying tenants moving via the Cash Incentive scheme**

4.10.1. In cases where the tenant wishing to downsize lives alone, but has friends or family living elsewhere in overcrowded Westminster Council accommodation, the overcrowded friend or family member may be re-housed as part of the re-housing arrangement.

4.10.2. In order to qualify for this, the following criteria must be met;

- The overcrowded household nominated by the downsizing tenant must be Westminster City Council tenants;
- The property vacated by the downsizing tenant must be suitable for the nominated tenant in terms of size;
- The nominated tenant must be willing to move to the vacated property. They will not be re-housed elsewhere.
- The downsizing tenant must move to a suitably sized unit elsewhere.
- The nominated tenant must be registered for a transfer with at least 190 points for overcrowding;
- The overall number of bedrooms allocated to both households must not exceed the number gained.

4.10.3. The downsizing tenant will receive a cash incentive payment for any bedrooms gained.

4.10.4. Removals and decoration expenses, as set out above, are payable to the downsizing tenant **only**.

## 4.11. **Under-Occupation and Flexible Tenancies**

4.11.1. In line with the Tenancy Policy, flexible tenancies will not be renewed at the same address if there is under-occupation.



- 4.11.2. Flexible tenants will be offered the opportunity to bid for another property of the size needed for a maximum of six months. The bidding period may be extended if there have been no properties to bid for which meets the tenant's needs. If bidding is unsuccessful, one direct offer of accommodation will be made. Any direct offer will take into account where possible, and subject to availability of properties of the tenant's preferences, support networks and any other relevant considerations.
- 4.11.3. If the direct offer is refused, action will be taken to repossess the property and the application will be closed.
- 4.11.4. See section 4.8 of the Flexible Tenancy Policy (Appendix VII) for further information regarding flexible tenants and under-occupation.

## **5. Pressing Housing Need**

### **5.1. Management Transfers**

- 5.1.1. On occasions there are good management or other reasons (e.g. threatened or actual violence, racial harassment) to allow a tenant transfer outside the normal allocation priorities. The Director of Housing or delegated person(s) has the option of agreeing a Management Transfer on an exceptional basis (*H.C 27th June 1995 The Supply and Allocation of Rented Housing*).
- 5.1.2. Management Transfers are for existing Westminster Council tenants only and will be considered where all other routes to appropriate accommodation have been explored and exhausted (e.g. the tenant is not able or is unlikely to be able to access housing through one of the other priority re-housing routes). See also 5.1.8.
- 5.1.3. Applicants approved for Choice Based Lettings under this scheme will be in the Pressing Housing Need Priority Group. The resulting priority for re-housing within this group will be by points and the date the priority was agreed subject to consideration of any other grounds for priority.
- 5.1.4. Applicants approved for Management Transfers will be able to bid for 12 weeks from the date their application is approved. If at the end of this time they have been unsuccessful in bidding or have not bid, one direct offer may be made. If this is unreasonably refused, the Management Transfer application will be closed or, if the applicant had an existing priority at the time the Management Transfer was agreed (e.g. overcrowding), they will be placed on the previous list. In some instances, the Director of Housing will have discretion to make a direct offer of housing immediately and the target for completing the re-housing will be 12 weeks depending on supply. The transfer application will be closed if such an offer is unreasonably refused.
- 5.1.5. Re-housing within the same area is allowed only in cases where the Council considers this to be in the best interests of (and safe for) the tenant.
- 5.1.6. In appropriate cases, an application should be made for assistance under Part VII of the Housing Act 1966 as well.
- 5.1.7. Where a tenant is awarded a Management Transfer they will be entitled to the same size accommodation as the current tenancy unless they are overcrowded by two bedrooms or more (have a minimum of 190 priority points as set out in 2.6.30 table 1) in which case larger accommodation will be offered.

- 5.1.8. Where a tenant is in a property too large for their needs, the tenant will be required to move to more appropriately sized accommodation by making use of the Cash Incentive Scheme.
- 5.1.9. The size of property to be allocated is determined at the point of registration, but will be revised should the size of property needed decrease.
- 5.1.10. A Management Transfer can be requested on the grounds of domestic violence from within or outside the home. When considering a request for a Management Transfer from a joint tenant 'victim', the Council will consider whether the victim has left the property and served a Notice to Quit (NTQ) terminating the tenancy.
- 5.1.11. In the case of joint tenancies, if either tenant serves a notice to quit on the Council, the tenancy is brought to an end. If this happens, the Council can offer a new, sole tenancy to the victim. The Council can bring proceedings to evict the perpetrator who remains in the property as an unlawful occupier.
- 5.1.12. However, if the victim who is a joint tenant does not serve notice of termination, the tenancy continues as does the joint and several liability to pay rent notwithstanding departure from the property. In these circumstances, the Council will be unable or unwilling to offer alternative Part VI accommodation to the victim.
- 5.1.13. In these circumstances, the applicant who is the victim will normally have three possible options;
- a) To terminate the joint tenancy for the purposes of applying for the Director of Housing's agreement to a management transfer and thereby enabling the Council to take possession proceedings against the person(s) remaining in possession on the grounds of unlawful occupation as explained above.
  - b) If the victim does not wish to serve a notice terminating the tenancy, their case will be considered through the normal homelessness route under Part VII of the Act.
  - c) If the victim wishes to continue the tenancy and remain in their own home, legal remedies may be available and the estate office can refer to the Independent Domestic Violence Advocacy Service or other appropriate source of legal advice. Additional security measures may be available to protect the victim through the Sanctuary scheme (*Supply and Allocation of Social Housing and Low Cost Home Ownership 2007/08, mid-year update*).
- 5.1.14. The Choice and Lettings Manager can refer a case to the Housing Needs Team for reconsideration of any management transfer decision. *Cabinet Member for Housing Report 9<sup>th</sup> December 2002.*

## 5.2. Decants/Major Works

*HC 27th June 1995 the Supply and Allocation of Rented Housing.*

- 5.2.1. Decanting is necessary where the Council proposes to carry out major modernisation or rehabilitation works – to blocks or individual homes – which cannot be undertaken with the residents in occupation or where demolition is proposed as part of wider redevelopment.
- 5.2.2. Where a tenant is awarded Decant status they will only be offered accommodation larger than their current tenancy if they are overcrowded by two bedrooms or more. The size of accommodation offered will be dependent on the supply available (*Supply & Allocations Report 9<sup>th</sup> May 2014, section 5.3*).
- 5.2.3. Where a tenant is in a property too large for their needs, the tenant will be offered a property according to their assessed need.
- 5.2.4. The size of property to be allocated is determined at the point of registration, but will be revised should the size of property needed decrease/increase. NB specific policies may apply to Decants for renewal areas. See section 5.2.13.
- 5.2.5. Prior to their move the right to return will normally be offered to all tenants who have to be decanted, other than those whose original home will materially change (e.g. be demolished, have additional or fewer bedrooms), or where a rolling decant programme is necessary.
- 5.2.6. If a tenant opts to return, temporary re-housing will be offered in either the Council's temporary or other housing stock. In such circumstances, an applicant will almost certainly lose any entitlement to a Home Loss Payment (under the Land Compensation Act 1973). If moving temporarily to a smaller property no Cash Incentive grant is payable (see section 4.1).
- 5.2.7. If a tenant opts not to return, the applicant will be approved to bid for another property via Choice Based Lettings as a Decant.
- 5.2.8. If the decant is imminent or possession proceedings are pending, the Director of Housing will exercise discretion to make a direct offer to the tenant. It may be necessary to make direct offers up to 12 months before the expected demolition or redevelopment date for large households or 6 months before for smaller households. A Notice of Seeking Possession (NOSP) may be served on tenants who have refused two decant offers in order to protect the Council's interests. The discretion includes a decision to allow more than one offer but a second offer will not normally be made if a direct offer of suitable accommodation is refused.

5.2.9. Subject to the discretion of the Director of Housing, the only people to be considered for re-housing with the tenant will be those who are;

- Continuing household members housed originally with the tenant by the Council
- Long-term cohabiting partner of the tenant
- Additions to the tenant's household through birth or adoption of dependent children

Provided such persons are resident at the time the decant is agreed and have been resident for at least the previous five years.

5.2.10. Payments of the Cash Incentive Scheme grant will be made to decant transfers where;

- The property vacated remains part of the Council's housing stock and the refurbished unit continues to be larger than one bedroom.
- Because of the extent of the works, a decision is made to transfer or sell the property being vacated to a partner RP and the Council will receive a nomination right to a family sized unit.
- It is not possible to determine refurbishment plans prior to the property becoming vacant (but where it would appear that the unit being vacated will provide a family-sized accommodation for re-letting after completion of the works).

5.2.11. Where a property is to be demolished, no Cash Incentive payment will be made.

5.2.12. The Council retains the right to commence legal proceedings for possession whilst a person is included within the Pressing Housing Need Priority Group as a Decant.

5.2.13. The Council is currently in the process of implementing a major Regeneration programme in the borough (as set out in the Housing Renewal Strategy 2010 and subsequent updated strategies) and specific decant policies will apply to the following individual schemes (see also section 17.2.7);

- Tollgate Gardens Estate
- Ebury Bridge Estate
- Church Street Area

### **5.3. Reciprocals**

- 5.3.1. Usually Registered Provider tenants will only be able to bid via Choice Based Lettings if they fall into one of the Priority Groups for re-housing.
- 5.3.2. However, in certain circumstances the Council may agree to assist RP tenants on a reciprocal basis. This is usually in a crisis or when it is of benefit to the Council to offer a reciprocal because this will produce a vacant property that is valuable to the Council in meeting housing demand.
- 5.3.3. All reciprocal arrangements are agreed on a discretionary basis and the Council retains the right to decline a request for a reciprocal agreement if it is not considered to be in the interests of the Council.
- 5.3.4. The Choice and Lettings Manager must approve all reciprocal arrangements.
- 5.3.5. Where the applicant has rent arrears for more than one week, the request will be refused.
- 5.3.6. Reciprocals are only agreed when there is no material loss to the Council in terms of available housing stock. In most cases, this means that the Council will expect back a property of equal or larger size than the unit offered. The unit must also be comparable in terms of quality and type.
- 5.3.7. In exceptional circumstances, the Council may agree to accept two smaller units in exchange for a larger unit of the same number of bedrooms. This will only be considered where there is no other re-housing option available to the applicant and where there is a strong welfare reason to support the request.
- 5.3.8. The Council expects to receive back the replacement unit within twelve months of the original re-housing.
- 5.3.9. The Registered Provider concerned will be required to provide a written commitment to the terms of the reciprocal, as agreed by the Choice and Lettings Manager.
- 5.3.10. Applicants approved for Choice Based Lettings on a reciprocal basis will be placed in and be able to bid for general needs housing under the Pressing Housing Need Priority Group for three months and if unsuccessful during this period will be given one direct offer of suitable accommodation. If this is unreasonably refused the application will be closed.

- 5.3.11. The Council will contact the applicant's landlord at the point of re-housing, to notify them of the move and to request details of the property being provided in replacement.
- 5.3.12. When the incoming applicant is the tenant of a Registered Provider and the Council has already awarded the applicant housing priority via one of the other priority re-housing lists, no additional 'reciprocal' priority will be awarded to the applicant. The Council will contact the RP in question to seek the reciprocal at the point of re-housing the applicant. The applicant will not be re-housed 'out of turn'.

## 5.4. **Discretionary Succession/Assignment (for Secure Tenants)**

- 5.4.1. Applicants accepted under this policy can bid for properties via Choice Based Lettings subject to the terms below. They are applicants who are second successors (as defined below) but who are not permitted to remain in the original home in the circumstances set out in 5.4.12 below.
- 5.4.2. See section 5.6 for tenants with flexible tenancies.
- 5.4.3. Previously known as second succession, this policy applies when a Westminster Council tenant dies. The Housing Act 1985 (Sec 87) allows one statutory succession. This policy makes a further discretionary 'succession' possible.
- 5.4.4. To be eligible for the exercise of this discretion, the person applying to benefit from this policy must;
- Be living with the tenant at the time of his/her death and
  - Except for a spouse or a registered civil partner, have done so throughout the preceding five years and
  - Be a member of the tenant's family (as defined in section 113 of the Housing Act 1985) excluding aunts, uncles, nephews, nieces or cousins.
- 5.4.5. The accommodation must be their only and principal home.
- 5.4.6. Any 'use and occupation' account set up following the death of the tenant must not be in arrears at the time of the offer or bid.
- 5.4.7. Where there is more than one person living in the household who is eligible for a discretionary 'succession', the Council expects the household to decide who should benefit. Provided that person meets the criteria outlined here, the Council will generally respect this choice. However, the final decision regarding which household member should benefit rests with the Council.
- 5.4.8. **Offer**
- 5.4.9. If the second successor is a spouse or registered civil partner, they will be entitled to remain in the original home.
- 5.4.10. The second successor may only include the following people as part of their household;
- Co-habiting partner including married, non-married and same sex partners



- Dependent children normally resident with the main applicant
- Adult relatives reasonably expected to reside with the main applicant, who moved in to the property at the same time as the second successor and who live in the property as their only and principal home.

5.4.11. When considering 'normal residence' or whether it is 'reasonable to expect to reside', the Council will make reference to section 1.4.

5.4.12. If the second successor is not a spouse or registered civil partner eligible under the discretionary succession policy, they may remain in the original home only if it is the size needed by their household under the bedroom standard.

5.4.13. If the second successor is not entitled to remain in the original property, they will be made one direct offer of accommodation or will be able to bid for accommodation of the size needed, for a maximum of 6 months only, after which a direct offer will be made.

## 5.5. **Assignment (Discretionary Re-housing for Secure Tenancies)**

5.5.1. The Housing Act 1985, section 91 (3) (c) allows for a secure tenancy to be assigned. In particular, a secure tenancy can be assigned to a person who could have succeeded to the tenancy if the tenant had died immediately before the assignment.

5.5.2. In the circumstances set out at 5.5.6 and 5.5.8 persons refused an assignment may be given one direct offer or be given priority under the Discretionary Succession/Assignment Priority List for a maximum 6 months only after which a direct offer will be made.

5.5.3. In addition to the statutory right to assign, the Council exercises discretion on whether or not to permit assignment. The discretion is exercised by the Director of Housing or duly delegated person. An example of where assignment may be considered is where a tenant has moved permanently to a residential nursing home.

5.5.4. The person in respect of whom the discretion may be exercised may only include the following people on their application;

- Co-habiting partner of the tenant including married, non-married and same sex partners (called 'the main applicant').
- Dependent children normally resident with the main applicant parent.
- Adult relatives reasonably expected to reside with the main applicant, who moved in to the property at the same time as

the main applicant and who live in the property as their only and principal home.

5.5.5. When considering 'normal residence' or whether it is 'reasonable to expect to reside', the Council will make reference to section 1.4.

5.5.6. Where an assignment is refused and the conditions set out below are satisfied, the person who satisfies the conditions will normally be entitled to be placed on the Discretionary Succession/Assignment Priority List subject to the following sections.

5.5.7. The conditions are;

- That the person was living with the tenant at the time of his/her request for an assignment; and
- Except for a spouse or civil partner, has done so throughout the preceding five years;
- Is a member of the tenant's family as defined in section 113 of the Housing Act 1985 excluding aunts, uncles, nephews, nieces or cousins; and
- But for the accommodation being larger than required an assignee would otherwise have qualified to 'take over' the tenancy or would have been assigned the tenancy

5.5.8. An assignment request will usually be refused if there will be under occupation of the property (see bedroom standard, section 13 and 5.5.5) except in the case of a spouse or registered civil partner. Where an assignment is refused and the conditions set out above are satisfied, the person who satisfies the conditions will normally be entitled to be placed on the Discretionary Succession/Assignment Priority List subject to the following sections.

5.5.9. As a member of that Priority List they will be able to bid for a property of the size needed for a maximum of six months, or if unsuccessful during this period, one discretionary offer of accommodation will be made.

## 5.6. **Discretionary Succession (for Flexible Tenancies)**

5.6.1. The policy on discretionary succession only applies to renewable flexible tenancies and does not apply to Non Renewable flexible tenancies (see 3.8-3.10 of the Flexible Tenancy Policy June 2014). To be eligible to succeed to the flexible tenancy the applicant must;

- a) Be a spouse or civil partner of the deceased tenant and have lived with them at the time of their death, as their only or principal home, **for a minimum of one year**, or

- b) Be an adult child, brother or sister, or partner (people living together as spouses or civil partners) of the deceased tenant and have lived with them at the time of their death, as their only or principal home **for a minimum of five years**. Other City Council tenancies will be taken into account as long as the applicant had lived with the deceased tenant continuously and as their only or principal home.

***and (for both 5.6.1 (a) and 5.6.1 (b) above)***

- c) Have priority to be re-housed under the City Council's Housing Allocation Scheme.
- 5.6.2. Where the criteria above in 5.6.1 (7.17.1-17.3 of the Flexible Tenancy Policy June 2014) are met, a new flexible tenancy will be offered (following successful completion of an introductory tenancy). This may be at the original home, or another property, depending on the size needed which will be assessed under the City Council Bedroom Standard set out in the Housing Allocation Scheme. If a property, other than the original is offered, the applicant will be able to bid for a period of six months after which one direct offer will be made. Upon expiry of the flexible tenancy a further flexible tenancy may be offered in line with the Tenancy Policy (see section 4 of the Flexible Tenancy Policy June 2014).
- 5.6.3. Where the criteria in 5.6.1 a or 5.6.1 b (7.17.1 or 7.17.2 of the Flexible Tenancy Policy June 2014) are met but the criteria in 5.6.1 c (7.17.3) is not met and there is no priority to be re-housed under the Housing Allocation Scheme, the applicant will be made one direct offer of a two year Non Renewable flexible tenancy. This is intended to provide the applicant with some transitional short term housing following a bereavement and is in order to help plan to move. Upon expiry of the two year flexible tenancy, no further tenancy will be offered. The property may be the original home or another property depending on the size needed which will be assessed under the City Council's Bedroom Standard or any equivalent standard set out in the Housing Allocation Scheme.
- 5.6.4. Where more than one person is eligible for a discretionary succession, the City Council expects the household to decide who should benefit. Provided that the person meets the criteria outlined here, the City Council will generally respect this choice. However, the final decision regarding which household member should benefit rests with the City Council.
- 5.6.5. The discretionary successor may only include the following people as part of their household;
- Co-habiting partners including married, non-married and same sex partners

- Dependent children normally resident with the main applicant parent
- Adult relatives reasonably expected to reside with the main applicant, who moved into the property at the same time as the discretionary successor and who lives in the property as their only and principal main home.

## 5.7. Discretionary Assignment (for Flexible Tenancies)

5.7.1. This policy does not apply to Non Renewable flexible tenancies (see 3.8-3.10 of the Flexible Tenancy Policy June 2014). In exceptional circumstances where consent for a statutory assignment is refused a discretionary assignment of the flexible tenancy may be agreed where;

- A statutory assignment cannot take place because although all other conditions are met the tenant wishing to assign is already a successor; **or**
- Although all other conditions are met, consent to the statutory assignment has been refused on the basis that it would lead to under-occupation of the property; **and**
- The tenant assigning the tenancy will not remain in the premises afterwards

5.7.2. Only certain people may qualify for a discretionary assignment and these are;

- a) The spouse or civil partner of the tenant who has lived with the assignor at the time of the assignment application as their main home, for a **minimum of one year; or**
- b) The adult child, brother or sister, or partner (people living together as spouses or civil partners) of the tenant who has lived with the assignor at the time of the assignment application, as their main home for a **minimum of five years.** Other City Council tenancies will be taken into account as long as the applicant had lived with the deceased tenant continuously and as their only or principal home.

**and (for both 5.7.2 (a) and 5.7.2 (b) above)**

- c) The person in question has priority to be re-housed under the City Council's Housing Allocation Scheme.

5.7.3. Subject to the above criteria being met, a discretionary assignment of a flexible tenancy will only be agreed in exceptional circumstances. An example of where this may apply is where the

tenant enters long-term residential care leaving a family member in occupation.

5.7.4. If an assignment is agreed a new tenancy will be offered which will be a flexible tenancy unless the assignee meets one of the criteria in 3.11 of the Flexible Tenancy Policy June 2014. The tenancy may be at the address where the assignee has been living, or another property depending on the size of property needed. This will be assessed under the City Council's Bedroom Standard or any equivalent standard set out in the Allocation Scheme. To determine the size of property needed the following members will be considered part of the discretionary assignee's household;

- a) Co-habiting partners including married, non-married and same sex partners
- b) Dependent children normally resident with the main applicant parent
- c) Adult relatives reasonably expected to reside with the main applicant, who moved into the property at the same time as the discretionary assignee and who live in the property as their only and principal home.

## 5.8. **Assignment By Way of a Court Order**

5.8.1. Transfers of tenancies can be ordered in some circumstances under the Family Law Act 1996, Matrimonial and Family Proceedings Act 1984, under Schedule 1 of the Children Act 1989, Matrimonial Causes Act 1973 and Civil Partnership Act 2004.

## 5.9. Social Services Nominations

5.9.1. Currently there are set quotas managed by Social Services' teams for;

- Community Care Nominations
- Learning Disabilities
- Children Act Accommodation Panel (CAAP)
- Young People Leaving Care

5.9.2. Applicants with priority under 5.9.1 above who require a studio or 1-bedroom accommodation will be given points as set out in section 2.6.30 (table 2) of this scheme.

5.9.3. There is an ongoing need for larger sized units for families supporting relatives who would otherwise be taken into care. Where it is agreed that a particular family requires a larger unit, the property is taken from the total quota allocation rather than being dependent upon availability against the relevant small quotas listed at 5.9.1.

5.9.4. On occasion a court requires a trial period when a family is monitored professionally to assess the ability to manage as a family and on these occasions placements should be in suitable accommodation. In these circumstances it may be necessary to make use of temporary accommodation until the applicant is ready to maintain a tenancy.

## 5.10. Community Care Nominations

5.10.1. The National and Community Care Act 1990 puts a duty on the Council to consider and where possible meet accommodation needs as part of any care package.

5.10.2. Community Care Nominations are to assist a small number of people who are not eligible for re-housing through any other priority route.

5.10.3. Care Managers in Social and Community Services can nominate applicants who require accommodation as part of their care package or who have other general needs where;

- Move on from Community Supportive Housing/residential care/residential treatment is needed; or
- A client is living with relatives and needs independent housing; or
- A client needs to be housed with a carer

**and**

- 5.10.4. Where other routes to appropriate accommodation have been explored and exhausted (e.g. the clients is not able or is unlikely to be able to access housing through one of the other priority re-housing routes).
- 5.10.5. Approved applicants will receive points as set out in section 2.6.30 and, if the applicant and care manager agree, the applicant should participate in the Choice Based Lettings Scheme. However, where appropriate direct offers can be made at the discretion of the Director of Housing or delegated person.
- 5.10.6. If the Director of Housing or delegated person decides that the applicant should receive direct offers, an offer will be made according to the date of referral (earliest first) except in extenuating circumstances when Social Services' authorising officer should have discretion to request that a particular case be expedited. *Report to Cabinet Member for Housing 9<sup>th</sup> December 2002 Mid Year Review of the Supply and Allocation of Social Housing and Low Cost Home Ownership.*
- 5.10.7. If the applicant refuses one suitable direct offer of accommodation, section 14.2.2 will apply.

## 5.11. **Learning Disability Quota**

- 5.11.1. In April 2001, the Council established a small quota of re-housings for people with learning disabilities (*H.C. 27th March 2001 Supply and Allocation of Social Housing and Low Cost Home Ownership*).
- 5.11.2. Nominations to this quota will be made and prioritised by Social and Community Services. This quota is for adults with learning difficulties who are being supported to move into independent accommodation to prevent the use of residential care and supported housing.
- 5.11.3. If the applicant and care manager agree the applicant should participate in the Choice Based Lettings scheme. However, where appropriate direct offers can be made at the discretion of the Director of Housing or delegated person taking account of all the circumstances including the demand for and supply of accommodation and the general housing circumstances within the City of Westminster.
- 5.11.4. If the applicant refuses one direct offer of suitable accommodation, section 14.2.2 will apply.

## 5.12. **Children Act**

- 5.12.1. Under the Children Act 1989 the local authority may have a duty to provide accommodation for a child in need within their area who

appears to them to require accommodation in specific circumstances.

- 5.12.2. The decision as to whether a child is a 'child in need' is made by the Social and Community Services Department.
- 5.12.3. The Housing Department will assist when requested by Social and Community Services – providing the request is compatible with the Housing Department's own statutory or other duties and obligations, and does not unduly prejudice the discharge of its functions.
- 5.12.4. If the applicant refuses one direct offer of suitable accommodation, section 14.2.2 will apply.

### 5.13. **Children Act Accommodation Panel**

- 5.13.1. In Westminster City Council the Children Act Accommodation Panel (CAAP) considers such requests for assistance. The Panel is made up of officers of both departments and chaired by an external solicitor contracted by the Director of Legal Services.
- 5.13.2. Where re-housing into a social housing tenancy is agreed, applicants will receive points as set out in section 2.6.30. The CAAP will decide whether re-housing should be through Choice Based Lettings or as a direct offer. If the applicant refuses one suitable direct offer of accommodation, section 14.2.2 will apply.
- 5.13.3. A quota is set annually for Children Act re-housings. This includes re-housings for children leaving local authority care (see section 9.8) and a small number of re-housings agreed by the CAAP (*H.C. 27th March 2001 Supply and Allocation of Social Housing and Low Cost Home Ownership*).
- 5.13.4. If the applicant refuses one direct offer of suitable accommodation, section 14.2.2 will apply.

### 5.14. **Foster Carers**

- 5.14.1. Existing Council tenants who would need larger accommodation to be able to accommodate a foster child will be assessed by Social and Community Services and referred for re-housing through the Children Act quota.
- 5.14.2. Re-housing through this quota is available to foster carers who plan to foster a succession of children on an ongoing basis as well as 'Network Carers' who foster a blood relative who can no longer live with his/her natural parents.
- 5.14.3. This option is available to;



- Registered Provider tenants in the City of Westminster where the Council has nomination rights to the vacated property.
- Established foster carers who are tenants renting privately in the City of Westminster who would foster children with special needs if they had sufficient bedrooms.

## 6. Medical Priority

### 6.1. People who need to move on Medical, Disability, Welfare or Hardship grounds

- 6.1.1. The Housing Act 1996 Section 167 as amended requires the housing authority to give reasonable preference to people who need to move on medical or welfare grounds (including grounds relating to a disability) and to people who need to move to a particular locality in the district where failure to meet that need would cause hardship (to themselves or to others).
- 6.1.2. Accepted homeless households living in temporary accommodation will not be eligible for this priority. It is the Council's statutory duty to ensure that suitable temporary accommodation is provided. See also section 8.1.13.
- 6.1.3. When appropriate, a medical advisor will provide an assessment for all such applicants to advise upon and assist the Council to determine whether the criteria for this Priority Group is met.
- 6.1.4. As part of the assessment for medical priority consideration will be given to the suitability of the current property and any adaptations that have been carried out. If the housing need is met by the adaptations, or could be met by further alterations, medical priority may not be awarded.
- 6.1.5. Applicants will receive one set of priority points per household for this priority.
- 6.1.6. Registered Provider tenants will need to be assessed by their own landlord initially and if the landlord confirms they are given priority via their own list, the applicant will be assessed by the Council. The Council will liaise with the Registered Provider and the applicant may not be given priority.
- 6.1.7. When applicants live in private rented accommodation they will be assisted to find alternative private sector accommodation in order to relieve or alleviate the existing need. Council and RP tenants may also take advantage of this assistance.
- 6.1.8. Applicants will be expected to co-operate in seeking private sector accommodation but if no suitable accommodation can be found within a reasonable period of time they may be placed on the Medical Priority List and given points as set out in section 2.6.30.
- 6.1.9. Re-housing on medical, welfare and disability grounds normally arises when;
- The housing situation **seriously** adversely affects health; and

- The property cannot reasonably be adapted to meet needs and thereby causes the need to move.

6.1.10. This situation usually arises when;

- There is a housing factor which directly adversely affects a medical condition;
- Adverse housing factors have a serious effect on the ability to cope on the quality of life.
- On occasions, an additional bedroom or extra space may be needed on health grounds.

6.1.11. A wide variety of individual circumstances can occur which give rise to a need to move on medical or welfare grounds and therefore the following criteria are only an overall guide. All cases are considered on individual severity and merit and will be offered a property suitable to their needs and will be assessed in line with the bedroom standard except where an extra bedroom has been assessed as necessary.

## 6.2. **Housing factors that may seriously, adversely affect a medical condition, welfare or disability;**

### 6.2.1. **Dampness**

6.2.2. This must be caused by a structural building defect, which has been investigated and found to be irremediable. Otherwise repairs will normally be expected to resolve the problem. Example: severe chest conditions requiring intermittent hospitalisation.

### 6.2.3. **Overcrowding**

6.2.4. Can increase the risk of infection in some susceptible individuals and therefore seriously affect health adversely requiring a move. Example: undergoing chemotherapy, suffering from full-blown AIDS. See also sections 6.4 and 6.2.5.

### 6.2.5. **Unsuitable for Mobility Impairment**

6.2.6. Problems with walking and climbing stairs can make it difficult to reach or move within accommodation. A wide variety of medical conditions can cause reduced mobility but only severe conditions are likely to be awarded priority for re-housing. Example: lower limb amputation, registered blind.

6.2.7. The award of priority will depend on a consideration of the level of disability together with details of access of the existing accommodation and the potential for adaptation. It must be necessary to move on medical or welfare grounds.

6.2.8. Applicants with mobility needs will be given a mobility category to reflect this. Applicants assessed with mobility category 1 or 2 will receive a direct offer of suitable accommodation. See section 2.7.

6.2.9. **Effect on Psychiatric Conditions**

6.2.10. Dementing Illness; in such cases, an assessment will be made of the capacity for independent living, and the possible need, or suitability, for Community Supportive Housing.

6.2.11. Severe Psychiatric Conditions; in assessing these cases, supporting information will be required from a consultant psychiatrist practising in the NHS. Normally for there to be a need to move, the evidence will show that alternative accommodation will significantly improve the quality of life of the applicant.

6.3. **Factors that may warrant allocation of an additional bedroom on health grounds, or accommodation with a larger bedroom, on health/space grounds.**

6.3.1. Severely agitated behaviour. Example: dementing illness, hyperactivity in children where there is a risk to themselves or others.

6.3.2. Double incontinence, chronic skin wounds, nocturnal epilepsy. Single applicants with such conditions will not generally qualify for an additional bedroom (or, one bedroom as opposed to the studio standard) as such applicants already benefit from a private living space. The authority's consideration is directed to households of two or more persons where such conditions may give rise to undue disturbance to other household members, such that separate space/sleeping space is necessary or desirable. The matter is one for determination of the city Council on the merits of the case.

6.3.3. **AIDS and HIV**

6.3.4. Westminster City Council considers applications for re-housing from people with HIV/AIDS through the Medical Priority Group.

6.3.5. **Re-housing with a Carer**

6.3.6. When an applicant requires a carer and the proposed carer is not a member of the applicant's existing household, re-housing must be sought via a Community Care Nomination.

6.3.7. **Hardship**

6.3.8. People who need to move to a particular locality within the City of Westminster where failure to meet that need would result in hardship. The relatively small size of the City of Westminster and the existing transport links will be taken into account.

## 6.4. **Reviews**

6.4.1. Medical Priority applications are normally reviewed at 12 monthly intervals. The review considers in particular;

- Whether the applicant still satisfies the criteria for this Priority Group.
- Whether, particularly in the case of larger families, there are other re-housing options available.
- If there are alternative re-housing options and the applicant does not exercise them, the applicant's priority may be removed.

## 6.5. **Range of Circumstances**

6.5.1. Households qualifying for medical priority may also be living in insanitary, overcrowded or otherwise unsatisfactory housing. Applicants will be registered within the Medical Priority Group when the primary housing need entitling priority housing group registration is due to the medical issue (6.1.7 applies).

## **7. Overcrowding**

### **7.1. People occupying insanitary or overcrowded housing or otherwise living in unsatisfactory housing conditions**

7.1.1. The Director of Housing (or person to whom the discretion has been duly delegated) has a discretion to decide whether an applicant is living in insanitary or unsatisfactory housing conditions, taking into account the demand for and supply of housing and the general housing circumstances in the City of Westminster. In exercising this discretion, the Director of Housing will take account of the ability to improve the property through repairs.

7.1.2. For the purpose of exercising the discretion the Council uses the Housing Health and Safety Rating System (HHSRS) and Part X Housing Act 1985 when assessing eligibility for this priority. See section 13, Appendix V (HHSRS Crowding and Space Guidance) and Appendix VI (Housing Act 1985 (excerpt)) for details.

7.1.3. Applicants original registration date will remain even if their assessed bedroom size changes.

### **7.2. Westminster Council Tenants (Overcrowding Transfer List)**

7.2.1. Priority for overcrowding is determined by the number of bedrooms a household is lacking and applicants applying under this priority are given points to reflect their level of overcrowding. This is assessed using the Council's bedroom standard set out in section 13 of this scheme (*Supply & Allocations Report 21<sup>st</sup> March 2011*).

7.2.2. Applicants with an overcrowding hazard assessed using HHSRS as 5000 or more (the HHSRS Band A hazard) or who are statutorily overcrowded (see Appendix VI for details of the 'statutory' definition) will qualify for the highest priority points within this group as set out in section 2.6.30.

7.2.3. Applications consisting of a household with a child/children will have 10 more points than an all adult household to reflect the needs of children (*Supply & Allocations report 21<sup>st</sup> March 2011*).

7.2.4. Sections 1.4 and 3.1.1 will apply for determining who will be included within the application for housing, therefore in calculating the risk score, we do not take into account people who are ineligible, not part of the original household or excluded from the tenant transfer list when assessing this priority. The Council will recalculate the risk score without the additional members and only award points if the risk rating is still over 5000 or if the family is still statutorily overcrowded.

### **7.3. Adult Children of Overcrowded Council Tenants**

- 7.3.1. A case management approach will be taken for households who are overcrowded by two or more rooms. For the most severely overcrowded households this may include the option of offering one direct offer of separate housing in studio or 1-bedroom flats when this will resolve their overcrowding and the remaining family agree to close their transfer application.

### **7.4. PCHA Tenants (in-fill properties on Lisson Green)**

- 7.4.1. Westminster's Allocation Policy applies to PCHA tenants on the Lisson Green Estate who apply to move to a larger property due to overcrowding. (*Supply & Allocations Report 21<sup>st</sup> March 2011*).
- 7.4.2. PCHA tenants on the Lisson Green Estate will not be eligible for a move via a Management Transfer under this scheme. PCHA's own Management Transfer policy may apply.

### **7.5. Registered Provider Tenants**

- 7.5.1. Overcrowded applicants of a Registered Provider (HACE members) can be nominated for re-housing under the Registered Provider Quota. The number of lettings to this priority group is determined in the annual Supply & Allocations report. Each Provider can nominate a maximum of four households initially and once the quota is achieved no further re-housings will be made to this group until the following financial year (*Supply & Allocations Report 21<sup>st</sup> March 2011*). Each Provider can nominate another of their tenants once one of their previous nominated tenants have been re-housed via this quota.
- 7.5.2. Applicants nominated by their RP for this priority will receive priority points as set out in section 2.6.30. Residence and employment points are not applicable to this group because the Registered Provider is nominating tenants to the Council. It will be for the RP to decide which households are nominated however nominations should include households with an HHSRS risk rating of 5000 or more or who are statutorily overcrowded.
- 7.5.3. Applicants accepted for this priority must be existing Westminster residents of the Registered Provider and will be registered according to the date they were awarded priority for a move by the nominating Registered Provider.
- 7.5.4. Applicants will be allocated general needs housing and are therefore not expected to have mobility or medical issues.
- 7.5.5. A case management approach will be taken for severely overcrowded households (requiring a 3-bedroom property or

larger) and adult household members may be offered separate housing in smaller properties.

- 7.5.6. Any void resulting from a re-housing through this quota will come to the Council and will be over and above the true void entitlement, (unless section 7.5.5 applies therefore no void would be provided by the RP to the Council). However before the Council considers providing additional housing for adult household members, the Council will expect the RP to have considered this option using their own stock prior to nomination to the Council.

## **7.6. Private Sector Tenants**

- 7.6.1. When applicants live in private rented accommodation with an HHSRS risk rating of 5000 or more or who are statutorily overcrowded (and there is no social housing available for them for the foreseeable future) they will be assisted to find alternative private sector accommodation of the correct size in order to relieve or alleviate the existing housing need.

- 7.6.2. Where a household has not found a private sector home to meet their needs within a reasonable period of time they may be placed on the Overcrowded Priority List and given points as set out in section 2.6.30.

## **7.7. Homeless**

- 7.7.1. Homeless applicants living in temporary accommodation will not be eligible for this priority. It is the Council's statutory duty to ensure suitable temporary accommodation is provided, therefore should it arise that a household has an HHSRS risk rating over 5000 or is statutorily overcrowded, they will be prioritised for a move within the temporary accommodation stock.



## **8. Homeless**

### **8.1. Households to whom Westminster City Council has accepted a statutory duty under the Housing Act 1996 as amended**

- 8.1.1. Households accepted as homeless will be given points as set out in section 2.6.30. If a homeless applicant becomes ineligible for housing (see section 1.2.3), the Council's duty will end. Applicants may be suspended from bidding (or being given a direct offer of accommodation) whilst changes affecting their eligibility are investigated. See also section 2.1.2.
- 8.1.2. Reasonable preference for homeless people is given on the basis that the applicant has satisfied the requirements that give rise to a statutory or discretionary duty to provide accommodation under part VII of the Act. For those who are homeless and have not applied for housing assistance under Part VII of the Act, the Council will treat an application under Part VI as though it includes an application under Part VII for the purposes of assessing reasonable preferences.
- 8.1.3. An applicant within the homeless priority group may be time limited for the purposes of bidding and then made a direct offer (*see section 2.2.9 of this scheme and the Supply & Allocations Report 21<sup>st</sup> March 2011*).
- 8.1.4. Where a homeless household has been provided with temporary accommodation by the Council and the lease on this property will be ending within six months and will not be renewed, the Housing Options Manager has the discretion to award the household additional points as set out in section 2.6.30.
- 8.1.5. This will only be done where the Manager estimates that on the basis of the supply of properties of the appropriate size for the household and their points and position on the homeless list that they would be likely with those additional points to have a successful bid for a property within approximately six months. Their ability to bid will be time limited and section 14.2.3 of the scheme will apply if they do not successfully bid during that period.
- 8.1.6. If the household does not bid successfully by the time the lease ends/end of the bidding period, the household may be made a direct offer of suitable accommodation. If the household refuses the property this may result in the Council's duty to them under Part VII of the Housing Act 1996 ceasing.
- 8.1.7. If the household refuses an offer of accommodation following a successful bid or a direct offer, this may result in the Council's duty to them under Part VII of the Housing Act 1996 ceasing.

- 8.1.8. Homeless applicants in temporary accommodation may have their priority reduced and will be unable to participate in Choice Based Lettings if legal action is being sought for possession on the grounds of anti-social behaviour. Applicants will be unable to bid pending the outcome of the possession action. If the action is successful the re-housing duty will be discharged. If unsuccessful, bidding will be reinstated.
- 8.1.9. If a homeless applicant becomes ineligible for housing (see section 1.2.3), the Council's duty will end. Applicants may be suspended from bidding (or being given a direct offer of accommodation) whilst changes affecting their eligibility status are investigated. See also section 2.1.2.
- 8.1.10. Homeless applicants over 60 years old (55 in exceptional circumstances) may be accepted for Community Supportive Housing suitable for older people (see section 11).
- 8.1.11. Homeless applicants with medical grounds for a move will be assessed to see whether they fall into a mobility category as set out in section 2.7.

## **9. Studio and 1-Bedroom Accommodation**

### **9.1. Applicants eligible for a studio or 1-bedroom property**

- 9.1.1. Applicants listed in section 5.9.1 (Social Services Nominations) may also be allocated a studio or 1-bedroom property and will receive points as set out in section 2.6.30.
- 9.1.2. Accommodation will be offered in line with the bedroom standard (see section 13.1.2 and 13.1.3) unless it is agreed by the panel/Re-housing Manager to offer a single person a 1-bedroom property.

### **9.2. Pathway for Qualifying Applicants**

- 9.2.1. Single applicants or couples (without children) who are assessed as having a support need may receive the following suitable types of accommodation whether as acceptance under Part VII or to prevent homelessness.
- 9.2.2. Qualifying applicants requiring studio or 1-bedroom accommodation will have their accommodation and housing-related support needs managed via a Pathway model (*Supply & Allocations Report 21<sup>st</sup> March 2011*).
- 9.2.3. Qualifying applicants will receive a housing and support needs assessment and will be offered an appropriate Pathway based on this. The full range of housing options will be considered including the private rented sector.
- 9.2.4. Qualifying applicants may be referred to suitable supported accommodation, enabling them to develop the living skills they need to manage an independent tenancy.
- 9.2.5. Qualifying applicants on the Pathway who are approved and ready for an independent social housing tenancy may be offered a studio or 1-bedroom property via the Pathway quota or by one of the quotas set out below. The size of accommodation offered will be determined by the bedroom standard.
- 9.2.6. The housing needs assessment will set out whether the applicants shall participate in Choice Based Lettings or receive a direct offer of accommodation. This decision will be based on the supply and demand for accommodation as well as needs of the applicant and any other management reasons. Applicants will be time limited for bidding via Choice for a minimum of six weeks depending on supply. If unsuccessful during the bidding period applicants will be given one direct offer of accommodation. If the applicant refuses

this offer, the Council will make no further offers and will cease providing the applicant with temporary accommodation.

### **9.3. Mental Health Supported Housing (MHS) Move On Quota**

9.3.1. This quota, introduced in April 2007, is for people living in mental health supported housing provided via Westminster Council, who no longer require supported accommodation and do not fall within a Priority Group. *H.C. 27th March 2001 Supply and Allocation of Social Housing and Low Cost Home Ownership.*

9.3.2. The quota has two main purposes;

- a) To enable applicants to bid through Choice Based Lettings (CBL) and move on to independent accommodation
- b) To free up vacancies in supported schemes that the Council can offer to incoming users, who require mental health supported accommodation.

9.3.3. Hence, this quota is only available to applicants who are moving from a mental health supported bed, which will then be available for re-allocation by the Council.

9.3.4. Care Co-ordinators within Social and Community Services nominate suitable applicants for re-housing via this scheme. A panel of Authorised Officers considers these requests and decides which applicants to re-house via the MHS Move On Quota.

9.3.5. Where re-housing into a social housing tenancy is agreed, the panel will decide whether this should be through Choice Based Lettings or a direct offer.

9.3.6. Each financial year, the Council will re-house a quota of such applicants.

### **9.4. Hostel Move On**

9.4.1. Some partner agencies that work with rough sleepers but who do not have access to accommodation for 'move-on' purposes can refer applicants for general needs housing.

9.4.2. Partner agencies are decided annually and a quota of studio properties is set for them.

9.4.3. Applicants will be registered for Choice Based Lettings and will receive points as set out in section 2.6.30.

## 9.5. **National Witness Mobility Scheme**

- 9.5.1. The National Witness Mobility Scheme was established in 2003 and supports people who are witnesses to serious crimes to move away from the area where the perpetrator lives, to minimise the risk of intimidation or repercussions when they give evidence in court.
- 9.5.2. Applicants will be considered on a case by case basis and agreed a direct offer of studio accommodation.

## 9.6. **Multi Agency Public Protection Arrangements (MAPPA)**

- 9.6.1. Occasionally for risk management purposes the Council is asked to house individuals who are subject to MAPPA after careful consideration by the Multi Agency Public Protection Panel (chaired by the police).
- 9.6.2. Requests under this priority are considered on a case by case basis and the full range of housing options will be considered.

## 9.7. **Domestic Violence Quota**

- 9.7.1. Single people who become homeless due to domestic violence may not qualify for priority under the homeless legislation. The Council recognises that in some cases the lack of suitable housing options means that they return to the perpetrator where they face ongoing serious risks.
- 9.7.2. Applicants are nominated by Westminster's MARAC (Multi Agency Risk Assessment Conference) for re-housing via the Pathway.

## 9.8. **Young People Leaving Care**

- 9.8.1. In Westminster the needs of young people leaving the Council's care are considered by the Care Leavers Accommodation Panel made up of officers from Housing and Social Services Departments. The Panel jointly assesses the accommodation and support needs of individual care leavers. *H.C 25th March 1997 Housing Demand and Access to Rented Accommodation and Home Ownership.*
- 9.8.2. The full range of housing options will be considered, including the allocation of one direct offer of a studio or one bedroom property.

## 9.9. **Tenants Moving from a Studio to a 1-Bedroom Property**

- 9.9.1. Westminster secure tenants of general needs studios are eligible to move to 1-bedroom properties under this priority. This does not apply to tenants of Community Supportive Housing. *Supply & Allocations Report 21<sup>st</sup> March 2011.*

- 9.9.2. Applicants registered under this priority will be given points as set out in section 2.6.30 (table 2) and can bid for properties under Choice Based Lettings.
- 9.9.3. In order to qualify, tenants must successfully complete one year as an introductory tenant and also give access for pre-vacation inspection, viewings and sign ups, and keep their homes in good repair and decorative order.
- 9.9.4. Registered Provider tenants and private sector applicants are not eligible for this priority.
- 9.9.5. Tenants with rent arrears are excluded as set out in section 2.11.

## **10. Mobility Schemes**

### **10.1. London Mobility & Exchange Schemes**

- 10.1.1. Westminster participates in the Pan-London Mobility (PLM) scheme 'housingmoves' and accordingly up to 5% of the properties that become available to the Council for re-letting or nomination each year will be made available to transferring tenants from other boroughs under those arrangements.
- 10.1.2. The decision as to which of our vacancies will be put forward to the operators of PLM for applicants from other boroughs will be made by the Choice and Lettings Manager at the Housing Options Service and approved by the Housing Needs Manager. Properties over three bedrooms are not included in the scheme. Properties selected will be of standard flatted stock in the areas in which we get most supply in both the north and south of Westminster. They will be a mixture WCC stock and RP stock to which the Council has nomination rights. Houses will not be put forward as there are so few in Westminster and they are in such high demand from our own tenants.
- 10.1.3. As a result of our participation in PLM, existing tenants of Westminster can make transfer applications through PLM to be considered for vacancies in other London local authority areas.
- 10.1.4. There are national mobility and exchange schemes such as Homeswapper that may be available to those who do not come within the Priority Groups listed within this scheme.
- 10.1.5. Due to the developments above, Westminster no longer accepts nominations from other boroughs. However, where a person has an exceptional need to relocate to Westminster, consideration will be given to agreeing a reciprocal move on a discretionary basis (see 5.3).

## **11. Community Supportive Housing for Older People**

### **11.1. Housing for people over 60 years old**

- 11.1.1. In 2010 the Council reclassified its sheltered and supported accommodation as Community Supportive Housing (*see Cabinet Member Report on Sheltered and Supported Housing in Westminster 8th February 2010 and Supply & Allocations Report 16<sup>th</sup> March 2010*).
- 11.1.2. To be eligible for Community Supportive Housing single applicants or couples must be aged 60 years old or over. Cases are assessed on an individual basis and where a frail applicant under 60 years old is applying the minimum age of 55 years old will be considered.
- 11.1.3. The Council lets Community Supportive Housing vacancies through Choice Based Lettings. Applicants registered for this type of accommodation will be shortlisted to view a property according to the points set out in section 2.6.30 (table 2) and if the points are equal the date the priority for this type of accommodation was awarded. Of those shortlisted, the applicant with the highest points or earliest registration date (if applicants have the same points), will be successful.
- 11.1.4. A Joint Assessment Panel for Older Persons (JAPOP) was introduced in 1994 to consider all requests for re-housing from the frail elderly (*HC 27th July 1994 Supply and Allocation*). JAPOP is made up of officers from the Housing Options Service, Social and Community Services and Scheme Managers.
- 11.1.5. The panel determines the support needs of applicants applying for Community Supportive Housing. This includes Council and Registered Provider tenants already living in Community Supportive Housing.
- 11.1.6. Those applicants whom the JAPOP decide should receive additional high priority points based on their health, functional ability, support network, any risk to them and their present accommodation will receive 50 points in addition to their priority points.
- 11.1.7. HOS will review the applicant's circumstances if, after six months of the original JAPOP decision date, there has been no participation in the scheme. This may result in a direct offer and section 14.2.2 may apply in the event of refusal of an offer of suitable accommodation.



- 11.1.8. JAPOP also co-ordinates access to the Community Support and Outreach Scheme.
- 11.1.9. The panel will decide applications for the Community Support and Outreach Service based on the applicant's needs and suitability for the service (*H.C 3rd April 2000 Housing Demand and Access to Rented Accommodation and Home Ownership*).

## **12. Staff Re-housing for Residential Staff in Emolumental Accommodation**

The following is an extract from 'HR Policy on Staff Accommodation 'Pay and Benefits; Emolumental Accommodation' January 2009'.

### **Rights When Employment Changes or Ceases**

#### **12.1. Re-housing when employment ceases**

12.1.1. In the case of employees of the Council who are provided with residential accommodation for the performance of their employment duties;

- Retirement after five years service with Westminster
- Early retirement on medical grounds
- Redundancy
- Resignation after five years service (this only applies to staff already employed in a post with emolumental accommodation, prior to 14<sup>th</sup> November 1995)
- Redeployment to a non-emolumental post (other than for disciplinary reasons)
- Transfer or promotion to a non-emolumental post after five years service (only in the case of staff already employed in a post with emolumental accommodation prior to 13<sup>th</sup> November 1995).

12.1.2. One reasonable offer of re-housing will be made, following consultation with the employee and their family and assessment of their needs.

12.1.3. This may be in Westminster's own stock or by nomination to a Registered Provider, or other landlord. The offer will be based on the properties available and upon the individual's own housing needs, assessed in accordance with the Council's Bedroom Standard set out in section 13 for all Westminster applicants.

12.1.4. Ownership of any other property which could be occupied will be taken into account, and will normally result in re-housing not being offered unless resulting hardship can be proved.

12.1.5. In all other circumstances not covered in 12.1.1, staff in emolumental accommodation leaving Council employment will be required to vacate the emolumental accommodation provided and will be assessed for re-housing in line with statutory requirements.

## 12.2. Re-housing when employment changes

- 12.2.1. In the case of redeployment to a non-emolumental post within the Council, ***(other than for disciplinary reasons)***, re-housing will be offered as for redundancy, as set out in 12.1.1.
- 12.2.2. In the case of transfer or promotion to a non-emolumental post within the Council, staff already in a post with emolumental accommodation prior to 13 November 1995 who move to another post after 5 years service will be offered re-housing in line with 12.1.1.
- 12.2.3. In all other circumstances, staff in emolumental accommodation moving to a non-emolumental post will be required to vacate the emolumental accommodation provided and will be assessed for re-housing in line with statutory requirements.
- 12.2.4. Employee tenants who wish the Council to reconsider the offer of re-housing made to them will be able to use a similar procedure to the discretionary internal review available to housing applicants. Where a reasonable offer of re-housing has been rejected by the tenant, however, without reasonable cause, no further offers are guaranteed, and dependant on the priority of their circumstances, the normal process of repossession of the property will commence, which may result in eviction.
- 12.2.5. Any offer of re-housing made to a member of staff being re-housed in line with this policy will be made as a starter tenancy under the terms of the Localism Act 2011 in line with all Council tenancies issued by the Council since September 2013.
- 12.2.6. This means that the tenancy will be granted for an initial period of 12 months, after which it will automatically become a flexible tenancy unless legal action to take possession of the property has been started. Details of the introductory tenancy scheme are available from estate offices.
- 12.2.7. After the contract of employment has ended, and pending any re-housing offer, a 'use and occupation charge' at the appropriate rate may be payable by the tenant. However, because of the danger of creating a 'secure tenancy', the advice of the Director of Legal and Administrative Services should be sought before a 'use and occupation charge' is levied.
- 12.2.8. In all cases, Council Tax will not be reimbursed after the contract of employment has ended, although Housing Benefit and/or other benefits may be applicable dependent upon personal circumstances.

### 12.3. **Offers of Accommodation**

- 12.3.1. Applicants accepted under the staff re-housing scheme will not be eligible to join Choice Based Lettings but will be made a direct offer of one suitable property.

### 12.4. **Right to Buy**

- 12.4.1. The amount of time an employee has spent in emolumental accommodation will count towards both the qualifying period and the discount any applicant would receive on Right to Buy applications (assuming they have been re-housed and become a secure tenant) or any of the Council's Home Ownership schemes.

### 13. Size of Accommodation Offered

#### 13.1. Westminster Council's Bedroom Standard

- 13.1.1. The Council's bedroom standard is set out below.
- 13.1.2. A single person is entitled to a studio ie one bedsitting room, kitchen, bathroom/WC.
- 13.1.3. Couples are entitled to one bedroom and a living room, kitchen, bathroom/WC. However, couples living in a studio will not be considered to be overcrowded.
- 13.1.4. Two adult siblings of the same sex are entitled to one bedroom and separate living room, kitchen, bathroom/WC and it is expected they will use the bedroom and living room as two bed-sitting rooms.
- 13.1.5. Larger households are entitled to a living room, kitchen, bathroom/WC and each of the following will be allocated one bedroom;

<b>Adults</b>	An applicant or an applicant and partner
	Two siblings of the same sex where the age gap is ten years or less
	An adult who is not the partner or same-sex sibling of the applicant (although such household members may instead, at the discretion of the Council, be offered separate re-housing in a studio or in Community Supportive Housing)
	An adult who is accepted by the Council to be the carer for a person assessed as needing full time care and not the partner or same-sex sibling of the applicant
<b>Children</b>	Two children of the opposite sex under ten
	Two children of the same sex under the age of 16, or two children of the same sex where one or both is over the age of 16 and where the age gap is ten years or less
	One child (not coming into the above categories)

- 13.1.6. Households may bid for properties up to two bedrooms smaller than they are entitled to, provided this does not result in the property being statutorily overcrowded or fall within a Band A Hazard under the HHSRS.
- 13.1.7. If the property belongs to a Registered Provider the household must meet the requirements of the RP's bedroom standard.

- 13.1.8. A case management approach will be taken for households who require a 3-bedroom property or larger. Household members may be offered separate housing in smaller properties and will receive one direct offer.
- 13.1.9. Homeless households with a child under three may be offered a 1-bedroom property (*Supply and Allocations Report 20<sup>th</sup> September 2012*). This was a pilot introduced from September 2012 and will be under continual review dependent on supply.

## **14. Offers and Refusals of Offers**

### **14.1. Offers**

- 14.1.1. Subject to the restrictions set out below or otherwise contained in this Scheme, there is no limit to the number of properties that an applicant may bid for under Choice Based Lettings. The Choice Based Lettings information pack sets out the procedures applied in respect of applicants who bid for more than one property (see Appendix II Choice Based Lettings).
- 14.1.2. If an applicant is shortlisted for more than three properties in the same week, they will be allowed to view three and will be asked to choose which three they wish to view. They must respond promptly when asked or otherwise the Council may exercise its discretion and decide that they have lost the right to view one or more of those properties or decide on their behalf which ones they should view.
- 14.1.3. Subject to the exceptions or any other provision within the Scheme which provides otherwise, applicants may refuse the property at the viewing stage and continue to be able to bid for other properties. However, if an applicant signs a tenancy but refuses or fails to move in, they will be suspended from bidding for up to six months unless there are circumstances which cause the Director of Housing or duly delegated person in the exercise of a discretion to decide otherwise.
- 14.1.4. The number of direct offers that may be received are specified within the Scheme according to the circumstances. In all cases but only in exceptional circumstances the Director of Housing may exercise discretion to make a further offer.

### **14.2. Refusals of Offers**

- 14.2.1. A Notice Seeking Possession (NOSP) will be served on Council tenants in circumstances where reasonable offers have been refused and such action is considered appropriate to protect the Council's interests.
- 14.2.2. Applicants who refuse the maximum number of direct offers to which they are entitled will have their housing application closed with the exception of homeless applicants who will be suspended from bidding pending the outcome of any suitability reviews (see also 5.1.4 in regards to Management Transfers). Applicants may attend the Council for a priority group re-assessment if their circumstances change. If they are placed in a priority group, their application will be effective from the date they are re-registered.
- 14.2.3. Refusal of an offer by a homeless person owed a duty under section 193 of the Housing Act 1996 can lead to a cessation of that duty. The statutory provision will apply.

- 14.2.4. Applicants requiring mobility category 1 or 2 properties (suitable for wheelchair users) will receive one direct offer only. In cases where the needs of the household as assessed by the Council's occupational therapist are so specific due for example to the adaptations required, the size or the location, that suitable properties will be rare or will need to be specially adapted, the Council will make a direct offer of suitable housing and should this be refused, the applicant's priority for re-housing will end.



## **15. Information and Reviews**

### **15.1. Requesting Information and Reviews**

- 15.1.1. An applicant has the right to request;
- a) Such general information as will enable him to assess how his application is likely to be treated under the scheme (including in particular whether he is likely to be regarded as a member of a group of people who are to be given preference by virtue of subsection 166A (3) of the Housing Act 1996); and
  - b) Such general information as will enable him to assess whether housing accommodation appropriate to his needs is likely to be made available to him, and if so, how long it is likely to be before such accommodation becomes available for allocation to him;
  - c) The Council to inform him of any decision about the facts of his case which is likely to be, or has been, taken into account in considering whether to allocate accommodation to him;
- 15.1.2. An applicant has the right to request a review of the following decisions;
- a) a decision as to the facts of his case as referred to in paragraph 15.1.1(c) above;
  - b) a decision under section 160ZA(9)(a) that he is ineligible for an allocation of housing accommodation as a result of his immigration status;
  - c) a decision under section 160ZA(9)(b) that he is not a qualifying person as his circumstances fall within one or more of the exclusions set out at section 1.6.1.
- 15.1.3. Reviews will be carried out so far as is reasonably practicable within eight weeks by a senior officer who did not make the initial decision.
- 15.1.4. The Council will provide information to applicants on request as to which, if any, Priority Group they are in under Choice Based Lettings; and their points and position in that group; and the estimated number of properties of the size required by the applicant expected to become available for letting during the financial year.

## **16. Part VII Accommodation**

### **16.1. Legislation**

- 16.1.1. The Housing Act 1996 provides that local housing authorities shall or may provide accommodation to persons who have applied for housing assistance as homeless persons or persons threatened with homelessness in the circumstances described in paragraphs 16.1.2 - 16.1.4 below.
- 16.1.2. Whilst enquiries are being made in respect of the application provided the authority has reason to believe that the applicant is homeless or threatened with homelessness (s.188) and, at the authority's discretion pending a review and/or pending determination of an appeal to the County Court in respect of a review decision (ss.188(4), 195(8) and 204(2)) or pursuant to an order of the Court made for the period pending the hearing of the appeal (s.204A);
- 16.1.3. When a duty to secure accommodation is accepted or a discretion exercised in respect of an applicant whom the authority is satisfied is eligible for assistance and is;
- In priority need but is homeless intentionally (s.190); or
  - Not in priority need but is unintentionally homeless (s. 192); or
  - In priority need and unintentionally homeless (s. 193); or
  - In priority need and not threatened with homelessness intentionally (s. 195 (2)).
- 16.1.4. When an authority would be under s. 193 but considers that the conditions are met for referral to another authority and has notified the applicant of the referral or of the intention to do so until such time as the applicant is notified whether the conditions for referral are met (s.200).
- 16.1.5. The accommodation to be secured must be suitable and available for occupation by the applicant together with any other person who normally resides with him as a member of his family or any other person who might reasonably be expected to reside with him.
- 16.1.6. S.I 2003 No. 3326 The Homelessness (Suitability of Accommodation) (England) (Order 2003) came into effect on 1<sup>st</sup> April 2004 and applies to applicants with family commitments. It restricts the circumstances in which bed and breakfast accommodation can be provided as suitable accommodation.
- 16.1.7. The accommodation to be provided pursuant to those duties on a short term basis is for the purposes of this document called 'interim accommodation'. The term 'section 193 accommodation' within this document means accommodation secured pursuant to s. 193 of the

Housing Act 1996 and under any other provisions of Part VII of that statute which is not interim accommodation.

## 16.2. Part VII Accommodation Placement Policy – Location

- 16.2.1. Choice Based Lettings does not apply to the allocation of either interim accommodation or section 193 accommodation.
- 16.2.2. The extent of the demand for interim and section 193 accommodation and its limited supply within the City of Westminster means that accommodation often has to be provided outside the Council’s district.
- 16.2.3. The most vulnerable will when possible be offered section 193 accommodation in Westminster. Most applicants will initially be placed in nightly booked accommodation and will not be placed in borough. Nightly booked accommodation can be B&B or self-contained accommodation. It can be offered as interim or section 193. When possible we will move applicants to whom we have a housing duty to section 193 accommodation on a leased arrangement which is known as stage 2. Except for the most vulnerable, it is not expected that stage 2 accommodation will be in Westminster but will be settled accommodation so that households can transfer their arrangements to a new area.
- 16.2.4. The following table sets out the relative priority for transferring applicants to appropriate temporary accommodation and the aim will be to offer Band A accommodation within 12 weeks (S&A Report 9<sup>th</sup> May 2014, section 5.1);

Priority Band	Stage 2 Temporary Accommodation in Westminster	Stage 2 Temporary Accommodation Outside Westminster
A	<ul style="list-style-type: none"> <li>• Children whose circumstances come under the new protocol arrangements set out in paragraphs 4.4.4 to 4.4.7 of the S&amp;A Report dated 9<sup>th</sup> May 2014.</li> <li>• Children at a special school in Westminster</li> <li>• The household is receiving extraordinary levels of support from extended family which would not be possible if the family or vulnerable adult moved away, such that transferring them elsewhere will create significant risk to the safety and sustainability of the caring arrangements</li> <li>• Families or vulnerable adult with complex needs, who have recently begun to engage with services and</li> </ul>	<ul style="list-style-type: none"> <li>• Households with a child or pregnant woman in non-self contained accommodation</li> <li>• Households in high cost emergency accommodation</li> <li>• The family is receiving services but support could be transferred to another area, if it was clear where the longer term TA would be</li> <li>• Travelling long distances to school etc will place / is placing undue pressure on a family who could otherwise be safely transferred to another area, causing their needs to significantly increase</li> <li>• The household is receiving support from extended family, but this could continue if the family was settled out of the borough (caveats on</li> </ul>

	<p>where a move out of borough may severely disrupt this engagement thus creating significant risk to the safety and sustainability of the caring arrangements</p> <ul style="list-style-type: none"> <li>• Family or vulnerable adult is receiving such a significant package of care, from a variety of providers, that transferring them elsewhere will create significant risk to the safety and sustainability of the care</li> <li>• Households where at least one member is suffering from a life threatening illness or is severely disabled and is receiving regular (at least fortnightly) treatment at a hospital in Westminster which would not be available elsewhere. TA could be outside Westminster but within travelling distance.</li> </ul>	<p>suitable distance or area could be recommended)</p> <ul style="list-style-type: none"> <li>• Households with one or more child(ren) aged 15-17 who are undertaking studies, in a Westminster School, which lead to public examinations. TA to be within reasonable travelling distance of the school.</li> </ul>
<b>B</b>	<ul style="list-style-type: none"> <li>• Households with a member working anti-social hours (e.g. shift-work which starts or finishes when no public transport is available) and this employment will be lost should that member live far from Westminster. The job must be permanent, and the Council will have regard to the past and future length of time of the employment when deciding whether this category should be applied to a household. TA could be outside Westminster but within travelling distance.</li> </ul>	<ul style="list-style-type: none"> <li>• Applicants who have been found to be in unsuitable accommodation on review or in Court or to avert or settle legal action likely to be successful</li> <li>• Households who need to be moved for management reasons, e.g. threatened or actual violence, racial harassment. The assessment will be similar to that used for Management Transfers, and the household's circumstances will be reviewed every 3 months.</li> <li>• Households who need to be moved for property related management reasons eg disrepair.</li> <li>• Clients who are living in statutorily overcrowded conditions (Housing Act 1985 )</li> </ul>
<b>C</b>		<ul style="list-style-type: none"> <li>• Households who need to be moved to make best use of the stock for example under-occupation.</li> <li>• Applicants in TA where the lease is ending</li> </ul>
<b>D</b>		<ul style="list-style-type: none"> <li>• Other households requesting to be moved – it is unlikely that stock will be available for this group.</li> </ul>

16.2.5. This is intended as a general policy but it is not intended to fetter the Director of Housing's discretion. Any request from an applicant not to be re-housed outside Westminster will be considered on an

individual basis. When exercising that discretion, the Director of Housing may take account of the demand for and supply of accommodation and the general housing circumstances within the City of Westminster.

- 16.2.6. The Council has agreed wherever possible to “work within the spirit of” the London Councils (formerly ALG) Inter-borough agreement on out of area placements of homeless households in the private rented sector. HC 25<sup>th</sup> March 1997 Housing Demand and Access to Rented Accommodation and Home Ownership.
- 16.2.7. The decision to offer a property will take into account the best use of the stock and the unit available. Households will only be made one offer of suitable accommodation and if this is refused section 193 housing duty may be discharged or intentional homelessness result.
- 16.2.8. Some temporary accommodation is specialist, for example for those with physical disabilities or mental health needs. The units will only be offered to those who meet the criteria for this type of accommodation.
- 16.2.9. Accepted homeless applicants can choose to use the Council’s Fresh Start or Resettlement Grant scheme (‘the schemes’) to acquire accommodation in the private rented sector. Applicants will enter into 12-month agreements with landlords through these schemes.
- 16.2.10. Accommodation found through the schemes will be considered to be a qualifying offer and will bring to an end Westminster’s housing duty. Households will be informed of this when the offer is made.

## **17. Local Lettings Schemes**

### **17.1. Aims**

17.1.1. From time to time the Council will engage in local lettings schemes.

17.1.2. The objectives of these schemes are;

- To encourage residents to develop lasting connections with the area and contribute to a sustainable community.
- To reduce overcrowding and tackle other housing needs in the local area.

### **17.2. Principles**

17.2.1. A group of properties, available for lettings at the same time, will be identified as suitable for local lettings. Usually these will be new build, Registered Provider properties located in deprived areas within the City.

17.2.2. These properties will be advertised in Choice Based Lettings. Bidding will be restricted to applicants with an established local connection to the area. The exact residential criteria and priority may vary from scheme to scheme, but will be clearly set out at the start of the process.

17.2.3. Applicants will then be shortlisted in the normal way.

17.2.4. In circumstances where a tenant is under-occupying a property they will only be offered accommodation with one additional room than they need.

17.2.5. If it is not possible to let all the available properties via local lettings, the remaining properties will be re-advertised and the residential criteria will not be applied.

17.2.6. Special needs units (ie wheelchair adapted properties) may be excluded from the local lettings scheme.

17.2.7. Several major Regeneration Schemes are planned between 2013-2015 as set out in the Council's Housing Renewal Strategy 2010 (and subsequent updated strategies) and separate lettings policies will apply for individual schemes. See also section 5.2.13 and the Council's Decant Policy.

## **18. 'Temporary to Settled' Homes Scheme**

### **18.1. Westminster Community Homes (WCH)**

- 18.1.1. Westminster Community Homes Ltd is set up by Westminster City Council to acquire existing homes and build new homes for use by Westminster residents. It has recently become a Registered Provider.
- 18.1.2. WCH has entered into a nominations agreement with the City Council to provide 100% nominations to all first lettings and all re-lets. The properties are managed by CityWest Homes.
- 18.1.3. Assured tenants of WCH properties are able to register for a transfer on the City Council's transfer list (under the relevant priority group set out within the scheme).
- 18.1.4. The following tenancy schemes are operated by WCH with properties being advertised through Choice Based Lettings;

### **18.2. Family Homes**

- 18.2.1. Family Homes (2, 3 and 4-bedroom properties) are let on assured tenancies to priority applicants in housing need including overcrowded households. For all practical purposes the rent, security of tenure, the rights and responsibilities under the tenancy and day to day management arrangements will be same as a normal secure Council tenancy.
- 18.2.2. However the collection of payment for water charges differs to other Council tenancies in that it is payable by the tenant to the water company rather than collected in the total rent charge.

### **18.3. Settled Homes**

- 18.3.1. Settled Homes are available to homeless households and are properties owned by Westminster Community Homes. These properties are let initially on an assured shorthold tenancy for four to five years. After this period the tenant will be offered an assured tenancy.
- 18.3.2. Properties are offered as 'qualifying offers' to households in temporary accommodation. If a homeless applicant accepts an offer of an Assured Shorthold Tenancy, the Council's duty under part 7 of the Housing Act to them ceases.
- 18.3.3. However, the applicant is free to reject an offer of housing under this scheme without affecting the duty owed to him/her.
- 18.3.4. Tenants signed up to Settled Homes are ineligible to apply for a transfer whilst they have an assured shorthold tenancy.

18.3.5. However in exceptional circumstances where the household requires an urgent transfer, for example on medical grounds, during the assured shorthold tenancy discretion may be granted to allow applicants to move under the same criteria as a Council tenant.

#### 18.4. **Community Build Scheme**

18.4.1. WCH also manages properties let on assured tenancies under the Community Build Scheme. These are available to applicants via Choice Based Lettings and households within the local community are prioritised through a local lettings scheme (see also section 17).



## **19. Key Workers**

### **19.1. Key workers and other groups eligible for intermediate housing**

- 19.1.1. The Council's Unitary Development Plan (UDP) dictates that most affordable housing be social rented accommodation. However, a proportion of new affordable housing will be for those households who do not qualify for social rented housing but who are unable to afford market housing.
- 19.1.2. This non social rented affordable housing, known as intermediate housing includes, intermediate rent(sub market rent) and low cost home ownership such as shared ownership. The City Council is able to nominate priority applicants to intermediate housing schemes. The Priority groups currently give preference in the following order; to existing social tenants, MOD serving personnel, households living in City Council provided temporary accommodation and other social housing waiting list applicants, all other Westminster residents, followed by households with a working connection in the City (both key worker and non key worker professions).
- 19.1.3. Key worker specific intermediate housing schemes have been discontinued in 2011/12. Any rental or low cost home ownership property previously part of the Key Worker Living Funded Scheme can no longer be restricted to key workers when the property becomes available to re-let or for sale. All households deemed eligible for intermediate housing will have the opportunity to apply.
- 19.1.4. All Westminster Key workers interested in housing opportunities specific to them and who wish to avail of intermediate housing opportunities in the City are required to register with the Home Ownership Westminster, the City's intermediate housing service. For intermediate housing opportunities in other areas of London and interest in equity loan products, key workers and other qualifying groups should register with the London wide service FIRST STEPS.

## **Appendix I Glossary of Terms**

### **Affordable Housing**

Subsidised low cost housing for rent or shared ownership.

### **Assisted Purchase Scheme (APS)**

City Council tenants may qualify for a grant of up to £50,000 (depending on the size of unit released and the length of their tenancy) to purchase a property on the open market in the U.K.

### **Assured Shorthold Tenancy (AST)**

Created under Section 20 of Housing Act 1988, an Assured Shorthold Tenancy is granted for a fixed term between 6 months and 5 years. Upon expiry of a valid Notice of Seeking Possession the Court has no discretion to allow the tenant to remain.

### **Asylum Seeker**

Any person who has lodged an appeal for asylum but whose application has not yet been resolved (Home Office definition).

### **Care Manager/Care Co-ordinator**

The person responsible for drawing up a care plan of services for an individual requiring assistance from Social Services

### **Cash Incentive Scheme (CIS)**

Scheme offering financial and other assistance to encourage tenants occupying property too large for their needs to move to smaller accommodation.

### **Casual Void**

A vacant home which has become available at "no cost" to the Council, i.e. where the Council have not had to re-house a tenant, either directly or indirectly, to create the void.

### **Choice Based Lettings (CBL)**

A system of letting properties by which vacant properties are advertised and applicants choose those they wish to bid for or otherwise express an interest.

### **Code of Guidance**

Issued by Communities and Local Government. Gives guidance on how a local housing authority should register applicants and allocate accommodation (under Part VI) and carry out its statutory duties and responsibilities towards the homeless (under Part VII) of the Housing Act 1996.

### **Community Care Act 1990**

See National Health and Community Care Act 1990.

**Decant**

A permanent or temporary move of a tenant to allow major works/refurbishment to be carried out, or prior to demolition and redevelopment.

**First Steps**

London-wide service for first time homebuyers.

**Flexible Tenancy**

A flexible tenancy is a form of secure tenancy with a fixed term.

**Former Tenant Arrears**

Arrears accrued whilst living in a previous property. E.g. arrears accrued when a homeless client, now re-housed by the Council, was living in bed and breakfast accommodation.

**GLA**

Greater London Authority.

**HACE (Housing Association Chief Executives)**

A strategic group of key Registered Providers working in partnership with the City Council.

**Home Connections**

Westminster City Council's Choice Based Lettings scheme.

**Home Finders Scheme**

Scheme that provides rent deposits to assist those that are homeless or threatened with homelessness obtain private sector rented accommodation.

**Home Improvement Agency**

Scheme to assist vulnerable owner-occupiers and private sector tenants to remain in their existing homes.

**Homeless**

As defined in sub-paragraphs (a) and (b) of section 167(2) of the Housing Act 1996.

**Homeless Investigation**

Enquiries made by local housing authorities under Section 184 of the Housing Act 1996 if a person applies to them as homeless.

**Homeswapper**

Homeswapper is a self-help scheme, designed to help tenants find someone with whom to swap their home.

**Hostel Move On Quota**

A re-housing quota available to a number of agencies working with rough sleepers.

**Hostel Reciprocal**

An agreement whereby the Council nominates a vulnerable person to whom we have a statutory homelessness duty to a voluntary sector hostel for initial assessment and rehabilitation, and the hostel has the right to nominate a person for re-housing by the Council.

**Housing Act 1996 - Part VII**

Homelessness legislation governing the discharge of a local authority's duties and responsibilities following receipt of an application for housing assistance from a homeless person

**Houses in Multiple Occupation (HMO)**

Houses occupied by several households where basic facilities (e.g. bath/WC, kitchens) are shared.

**Housing Health and Safety Rating System (HHSRS)**

The Housing Health and Safety Rating System (HHSRS) is a system for assessing housing conditions and enforcing housing standards, including overcrowding, set out in the Housing Act 2004 Part I.

**Interim Accommodation**

Interim accommodation provided to persons applying for housing assistance as homeless pursuant to ss 188, 190, 200, or 204 of the Housing Act 1996

**Landlord Incentive Scheme**

A scheme where private landlords receive incentives to grant tenancies to those who are homeless or threatened with homelessness.

**LAWN**

London Alliance West and North - Choice Based Lettings pilot by London boroughs.

**LGA**

Local Government Association.

**Local Authority Social Housing Grant**

Capital grant paid by the Council to a Registered Social Landlord to provide part of the capital cost of producing new accommodation or improving existing units.

**London Councils**

Organisation representing the London boroughs. Formerly the Association of London Government (ALG).

**MAPPA**

Multi Agency Public Protection Arrangement. Provides the statutory framework for inter-agency co-operation in assessing and managing violent and sex offenders in England and Wales.

**Mental Health Supported Housing (MHS) Move On Quota**

A re-housing quota available to people nominated by social services who are living in specialist Mental Health Supported Accommodation and who no longer require that level of support.

**Mutual Exchange**

A scheme which enables two tenants to swap their homes.

**National Health & Community Care Act 1990**

Requires local authorities and health authorities to work closely together to plan health and social care within an individual 'care package' for people according to individual need.

**Net Voids**

Total supply excluding tenant transfers, exchanges and reciprocals.

**Permanent Property**

The term 'permanent' used in this scheme refers to an allocation of social housing.

**Priority Need**

The groups defined as being in priority need by Section 189(1) of the Housing Act 1996.

**Priority Re-housing Group**

The Council has identified a number of groups of applicants who should receive priority consideration for re-housing because of their housing need (e.g. Medical grounds).

**Qualifying Offer**

A qualifying offer is an assured shorthold tenancy with a private landlord that has been approved and arranged by the Council. If the offer is accepted, the Council will discharge its housing duty to the applicant.

**Registered Provider (RP)**

Registered Providers (Housing Associations) registered with the Housing Corporation.

**Right to Buy (RTB)**

A scheme which enables secure Westminster Council tenants to purchase their home at a discount, the level of which depends upon the length of public sector tenancy.

**S193 Accommodation**

Accommodation provided to those homeless persons who applied for housing assistance and to whom the Council owes a duty to secure the provision of accommodation under s193 of the Housing Act 1996 or under any other discretionary provisions

### **Seaside and Country Dwellings Scheme (SSCD)**

Transfer mobility scheme to assist tenants who have reached state retirement age to move to coastal and country dwellings.

### **Second Succession**

Under Section 87 of the Housing Act 1985 there can only be one statutory succession. The council has a policy that allows a discretionary offer of accommodation to be made in circumstances where all the usual conditions associated with a succession have been met but where the statutory succession has already taken place.

### **Secure Tenancy**

A tenancy that can only be brought to an end by the landlord by a court order and an order will only be granted by the court if one of the statutory grounds for possession is made out and other statutory tests are met.

### **Sub-Region**

Housing investment is now based on a Regional and Sub-Regional policy. The City Council has been designated to work in the North Sub-Region together with Barnet, Enfield, Haringey, Islington and Camden.

### **Temporary Accommodation**

See Interim accommodation, s193 accommodation

### **Temporary Accommodation Transfer Database**

Database of applicants currently living in s193 accommodation that need to move to alternative s193 accommodation.

### **Under-Occupation**

A tenant is considered to be under-occupying their home when they have more bedrooms than they need, in accordance with the Council's bedroom standard.

### **Unitary Development Plan**

Sets out the Council's town planning policies for developing land and infrastructure over a 10-15 year period.

### **Vulnerable**

A priority need category under Section 189(1), Part VII, Housing Act 1996 (see Priority Need).

## Appendix II Choice Based Lettings

### A guide to bidding for properties

When homes become available to rent we advertise them and invite priority applicants to bid for the ones they want. This is called Choice Based Lettings.

Priority housing applicants are given points according to their housing need and those with the most points have the highest priority. The number of points you have depends on your priority for housing.

Your position on the list will depend on the number of points you have and how long you have waited on the list. Older applicants registered for Community Supportive Housing bid for specific type of accommodation.

If several applicants bid for the same property, it is offered to the most suitable applicant with the highest priority that has the most points. If you have registered for Choice Based Lettings, you will have been told which priority group you are in.

### Main priority groups

	List
<b>Under Occupying</b>	Cash Incentive Scheme
<b>Pressing Housing Needs</b>	Decants/Major Works Transfers
	Management Transfer
	Reciprocals
	Community Care Nominations
<b>Medical</b>	Medical Priority
<b>Overcrowding</b>	Council tenants overcrowded by one bedroom or more
	Registered Provider Quota
<b>Homeless</b>	Homeless
<b>Other Priority</b>	Mental Health Hostel Quota
	Street Homeless/Hostel Move On
	Learning Disability
	Studio to 1-bedroom tenants
	Pathway Housings
<b>Community Supportive Housing</b>	Accommodation for Older People

## Where and when are properties advertised?

Properties are advertised in the weekly flyer online at;

[www.westminster.gov.uk/housing](http://www.westminster.gov.uk/housing)

You can view a copy at:

- The Housing Options Service
- Your local estate office
- Any Westminster library
- By email – register by contacting us at the address at the back of this leaflet
- Your landlord – if you are living in temporary accommodation in East London

If you have registered to receive emails, please make sure you give us your correct email address, keep your email account running and advise us if you change your email address.

Properties are advertised every week, from Wednesday to Sunday.

## What type of accommodation can I bid for?

You can bid for properties with the number of bedrooms your household qualifies for and which are suitable for you. In some circumstances you can bid for a smaller property, however, you cannot bid for a property larger than you need. You can bid for as many properties as you like, but in any one week you will only be shortlisted for your top three.

## Mobility Categories

Household status	Property status
<b>Category 1:</b> Those who use a wheelchair all the time	<b>Category 1:</b> Property is fully wheelchair accessible
<b>Category 2:</b> Those who use a wheelchair some of the time	<b>Category 2:</b> Property is suitable where a member of the household uses a wheelchair outside the home but can manage in the home without one
<b>Category 3:</b> Those who require level access accommodation with no stairs	<b>Category 3:</b> No more than three stairs to access property and no internal stairs. May be lifted
<b>Category 4:</b> Everyone else	<b>Category 4:</b> All other properties

Your mobility category affects the type of property you can bid for.



Properties that are suitable for wheelchair users (mobility category 1 and 2) will not be advertised through Choice Based Lettings and applicants requiring these properties will be given a direct offer of suitable accommodation. Mobility category 3 applicants will be prioritised above mobility category 4 applicants for a mobility category 3 property.

Your mobility category	Mobility category of properties you can bid for
3	3, 4*
4	3, 4

\* Properties classified as mobility category 4 are not likely to be suitable for those registered with mobility category 3. See individual adverts for further information.

### When can I bid?

You can bid for a property from the Wednesday it appears on the website and in the property flyer until midnight the following Sunday. Your bid position will depend on your priority group, points and how long you've been registered and not when you placed your bid.

### When can't I bid?

It is important that all priority groups have the opportunity to successfully bid for new homes. Placing restrictions on different groups at different times of the year, helps to achieve this. Restricted groups are listed on the weekly flyer. It is important that you check to see if your group is restricted from bidding. You can also check online at [www.westminster.gov.uk/housing](http://www.westminster.gov.uk/housing). Select Home Connections and choose 'Projections table' on the right hand side of the page.

### How do I bid?

Visit [www.westminster.gov.uk/housing](http://www.westminster.gov.uk/housing) and select Home Connections.

## 1. Bidding Online

**Step 1:** Visit [www.westminster.gov.uk/housing](http://www.westminster.gov.uk/housing) and follow the links to 'Home Connections'. Select **Login** at the top of the page or from the left hand menu.

**Step 2:** Enter your six figure User ID and PIN numbers. Select **Login**.

A page will open showing your points total, registered date, bedroom size required and whether your application is 'suspended' or 'registered' for bidding. Your recent bid history will also be displayed under **My Current Bids**.

**Step 3:** Click on 'View properties'.

**Step 4:** If you want to bid for a property you have seen in the weekly property flyer enter the advert number in the 'Search by Advert' box and select the 'Search by Advert' button.

**Step 5:** If the property is the right size for you and your case is active, you can bid for the property by selecting the 'Click here to bid' button above the property. If you select this property your bid will be registered and you will see the property in your 'My Current Bids' section on the home page.

## 2. By telephone

Make sure you have your user ID, PIN number and the property advert numbers ready.

**Step 1:** Call 0845 402 7887

**Step 2:** Choose the language you want to use

**Step 3:** Enter your user number

**Step 4:** Enter your PIN number

**Step 5:** Press 1 to bid for a new property

**Step 6:** Enter the advert number for the property you want to bid for

**Step 7:** Confirm the property you have selected by pressing 1.

If you want to change your selection, press 2 and you will be asked to enter the property number again.

If you try to bid for a property you are not eligible for, your bid will not be processed and the system will tell you this.

## 3. By Mobile Phone

Make sure you have your user ID, PIN number and the property advert numbers ready.

**Step 1:** Open a new text message on your phone.

**Step 2:** Leaving no spaces, enter: bid, #, your User ID number, #, your PIN number, then, for each property you are bidding for, #, followed by the advert reference number. For example, if your User ID is 987654, your PIN number 010164 and you want to bid for two properties, with the references 123456 and 555444, your message will be: bid#987654#010164#123456#555444

**Step 3:** Check the numbers are correct and press send on your keypad and enter the telephone number 0780 014 0739.

If you have followed steps 1 – 3 correctly, you should get a text from us within an hour telling you whether your bid is valid or not. If you have poor reception you will not get our message until you are in an area with a better signal.

## 4. Download the CBL App

You can bid by downloading the CBL App from the following;

Google Play:

<https://play.google.com/store/apps/details?id=com.homeconnection>

Apple AppStore:

<https://itunes.apple.com/gb/app/home-connect/id530096981?mt=8>

## **Help with Bidding**

Contact the Housing Options Service for help with bidding:

Housing Options Service  
101 Orchardson Street  
London  
NW8 8EA  
Tel: 020 7641 1000

Information on how to bid can be found online at:  
[www.westminster.gov.uk/housing](http://www.westminster.gov.uk/housing)  
Follow the links to the online bidding guide.

### **Will I be invited to view a property?**

We will usually invite the five bidders with the highest priority and points to view each property. If you are shortlisted for a property, we will contact you on Monday (the day after the bidding closes) to invite you to view the next day. Viewing days vary for Registered Provider (housing association) properties and you will usually be given longer notice of the viewing date. Occasionally, it may not be appropriate to consider one of the top five bidders to view a property. For example, people with a history of anti-social behaviour are not considered suitable to live in blocks of flats where older people live.

### **What happens after I have viewed a property?**

In most cases, the property will be offered to the bidder in the highest priority group with the most points who has waited the longest. If they are no longer interested, it will be offered to the bidder in second place and so on. If a housing co-op or a tenant management organisation (TMO) manages the property, they may interview the shortlisted bidders. There is no guarantee the property will be offered to the applicant with the highest priority.

If your bid is successful we will normally expect you to move in on the Monday following the viewing. This means you may have only a few days in which to organise your move. Please be prepared for this.

### **Please remember**

- You cannot place bids before Wednesday morning.
- Ensure your contact details are correct so that we can get in touch with you quickly.
- The weekly flyer will have updated information on who can or cannot bid. You will be restricted from bidding if your re-housing list has been met.
- If you are a tenant or homeless household and have rent or service charge arrears you will be unable to bid.
- There is no guarantee that you will be offered a TMO property if you are the highest priority applicant.

- There are no penalties for refusing a property after viewing, but if you sign for a property and then change your mind, you will not be able to bid for another property for six months.
- Registered Providers (Housing Associations) may limit the size of households they accept for some of their properties.
- You can view the results of previous week's bidding on the Home Connections website.
- Please keep your user ID and PIN number in a safe place.
- Westminster City Council retains the right to make direct offers to some households in exceptional circumstances and to those on waiting lists not included in the Choice Based Lettings Scheme.
- Once you have been given your ID and PIN numbers it is likely to be some time before you are successful in bidding for a home through Choice Based Lettings. You may want to consider other housing options. Contact the Housing Options Service and/or your local estate office for further information on the options available to you.

**Contact:**

Housing Options Service  
101 Orchardson Street  
London  
NW8 8EA

Telephone: 020 7641 1000  
Minicom: 020 7641 8200  
Email: [hoscustomerservices@cwh.org.uk](mailto:hoscustomerservices@cwh.org.uk)

The Choice Based Lettings website  
[www.westminster.gov.uk/housing](http://www.westminster.gov.uk/housing)

## Appendix III Westminster Council Tenancy Agreement



*Your  
tenancy  
agreement*



# Tenancy Agreement

## Section 1 - Introduction

If you are a new city council tenant, you are an 'introductory tenant' for the first year of your tenancy. After that you become a 'secure tenant' unless we have gained possession of your home or we are trying to do so. However we will only do this if you break the tenancy conditions set out in section 2 on pages 2 to 11.

If you transfer from another of our properties, we will give you a secure tenancy unless you are an introductory tenant and you are still in the first year of your tenancy. In these cases your introductory tenancy continues at the new property until the end of the first year.

You will find more details about introductory and secure tenancies in the leaflet 'A Guide to your Introductory Tenancy' and in the Tenants' Handbook.

What type of tenancy do I have?

(Housing Officers tick the correct box)

- You have an introductory tenancy with us which we have given you under the Housing Act 1996. It will last for one year until        /        /        . After this date it will automatically become a secure tenancy, unless we have started possession proceedings against you.
- You have a secure tenancy with us which we have given you under the Housing Act 1985.

Joint tenancies

If you have signed this agreement with someone else like your husband, wife or partner, you are a joint tenant. In joint tenancies each tenant is jointly and individually responsible for all of the conditions in part 2 of this agreement. This means that if one tenant leaves the home the other tenant must still keep to these conditions.

Please ask your Housing Officer if you have any questions about the type of tenancy you have.

# Section 2 - The tenancy conditions

This section lists your tenancy conditions. They describe the rights and responsibilities you have as a tenant and those we have as your landlord.

In the tenancy conditions 'we', 'us' or 'our' means the Lord Mayor and Citizens of the City of Westminster, in other words the 'city council'. 'You' means you the tenant or, in the case of joint tenancies, you and the person you have signed this agreement with.

It is very important that you read these conditions carefully as you may lose your home if you do not keep to them.

Most of the tenancy conditions are the same for introductory and secure tenancies. However, some conditions only apply to introductory or to secure tenancies. We have highlighted these conditions in blue boxes.

Before we change this agreement, we will consult you through our tenants' consultation procedures. We have described these in the Tenants' Handbook.

## Contents

- 1 Your rent and other charges
- 2 Repairs and improvements
- 3 Living in your home
- 4 Living with your neighbours
- 5 Ending your tenancy



# 1 Your rent and other charges

- a You must pay your rent and other charges on time. The full charge is due on Monday every week. The cover of your rent book gives you details of how and where to pay these charges.
- b Your charge card shows the total weekly rent and other charges you need to pay each week. We will tell you in writing when your weekly charges change.
- c We may increase or reduce your rent. If this is going to happen, we will tell you in writing and give you at least four weeks' notice. We may change the other charges that you pay and will give you at least one week's notice of this.
- d If heating or hot water in your home are supplied from a shared boiler and the supply is interrupted, we will decide whether or not to give you a refund. A shared boiler is one which supplies more than one property in a block.
- e If you have a joint tenancy, each joint tenant is responsible for paying the rent, other charges and any rent owed. Even if one joint tenant leaves, both tenants will still be responsible for the full weekly charges for the property and any rent already owed.

# 2 Repairs and improvements

Our responsibilities

- a We are responsible for keeping the following items in good working order:
  - the
    - structure and outside of buildings including drains, gutters and pipes;
    - all fittings, pipes and connections supplying water, gas and electricity;
    - all equipment for sanitation including basins, sinks, baths and toilets;  
and
    - all equipment that provides heating or hot water.

If you live in a flat, we aim to keep the shared parts and services – entrances, halls, stairways, lifts, passages, chutes and lighting – clean and in a good state of repair.

If you or any member of your household or visitors cause any damage, you will have to pay the repair costs.

- b We aim to decorate the outside of your home and the shared parts when necessary.  
Your responsibilities
- c You must let your estate office know when a repair that is our responsibility needs to be done. You can report a repair in writing or by visiting or phoning your estate office. If the repair is an emergency and the estate office is closed, you should contact the Emergency Link Service. You will find details of this service in the Tenants' Handbook.
- d You must keep your home, including its fixtures and fittings, clean and in good condition and make sure that other members of your household and people visiting your home do the same.
- e You are responsible for minor repairs and decorations inside your home. You will find more details on this in the Tenants' Handbook.
- f You must allow our officers and people we authorise into your home at reasonable hours to:
- inspect the state of repair of your home; and
  - carry out any work that may be necessary.
- Unless it is an emergency, we aim to make and keep appointments for all inspections and repairs.
- g In an emergency you must give our officers and people we authorise immediate access to your home.
- h You must get our written permission before you carry out improvements or alterations to your home. You must apply for our permission, in writing, to your estate office and give full details of the work you want to carry out. You may also need planning permission. We have included details of how to apply for planning permission in the Tenants' Handbook.
- i You must not fix, place or display a satellite dish on, or from, any part of the building.

### 3 Living in your home

- a You can take in lodgers or have members of your family living with you, as long as this does not cause overcrowding. If you take in a lodger, you are responsible for their and their visitors' behaviour, including any noise nuisance or damage they may cause.
- b You can sublet part of your home, as long as you get our written agreement first. You are not allowed to sublet the whole of your home. If you do sublet

part of your home, you are responsible for the behaviour of your subtenant and their visitors, including any noise nuisance or damage they may cause.

C

### **Introductory tenants only**

You can only transfer your tenancy to someone else in the following circumstances.

- ◆ By a court order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, The Children Act 1989 or the Family Law Act 1996.
- ◆ To a 'potential successor', in other words someone who would be qualified to take over your tenancy, with our written permission, if you died immediately before the transfer took place .

You may also be entitled to a new tenancy under the Right to Exchange, if you get our written permission.

The Tenants' Handbook gives more information on these.

### **Secure tenants only**

You are only allowed to transfer your tenancy to someone else in the following circumstances.

- ◆ Under the Right to Exchange, with our written permission.
- ◆ By a court order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, The Children Act 1989 or the Family Law Act 1996.
- ◆ To a 'potential successor', in other words someone who would be qualified to take over your tenancy, with our written permission, if you died immediately before the transfer took place .

The Tenants' Handbook gives more information on these.

- d You, or any member of your household, may not run a business from your home without our written permission. You can ask for permission from your local estate office. You may also need planning permission. We have included details of how to apply for planning permission in the Tenants' Handbook.
- e You must live in the property as your only or main home.

## 4 Living with your neighbours

### Our responsibilities

- a We will not interfere with how you use your home as long as you keep to the terms of this agreement and do not disturb your neighbours.
- b We will investigate any complaints of nuisance or harassment and take appropriate action.

### Your responsibilities

- c You are responsible for the behaviour of all members of your household, including your children and any lodgers, subtenants or visitors. This applies in your home and in the shared parts of the estate and surrounding area.
- d You and they must not do anything or threaten to do anything which causes or is likely to cause a nuisance or annoy someone else.

Examples of activities which cause nuisance and annoyance include, but are not limited to:

- loud noise from televisions and radios;
- loud music from music systems and musical instruments;
- noisy parties;
- too much noise from
- DIY; shouting and swearing;
- door slamming;
- dogs barking and fouling;
- Dumping rubbish;
- vandalism and graffiti;
- noisy activities in shared areas;

- drunken behaviour in public places; and
- feeding pigeons.

e You and they must not harass or threaten any other person because of race, colour, sex, nationality, religion, age, mental illness, disability, sexuality or for any other reason.

Examples of harassment include, but are not limited to:

- violence or threats of violence;
- using abusive words or behaviour;
- writing abusive graffiti;
- damaging property; and
- stalking any other person.

f You and they must not use your home or any shared area for any illegal activity such as using drugs, drug dealing or prostitution.

g You and they must not use or threaten to use violence by using physical, mental, emotional or sexual abuse against anyone legally entitled to live either in your home or in another of our properties.

h You and they must not damage or deface our property. You are responsible for paying for any repairs that you cause or replacing items that you, or they, damage.

i You and they must not interfere with security equipment, like door-entry systems and closed circuit television equipment, in shared areas. Doors must not be jammed open and strangers must not be let in without showing identification.

j You and they must co-operate with us and your neighbours to keep any shared areas clean, tidy and clear of obstructions.

k You and they must not assault or threaten any of our employees or agents or anyone else on the estate and the surrounding area.

l You and they must not break any of our regulations to do with your estate.

m You and they must not park on our property without authorisation. You and they must not block access points or obstruct emergency vehicles.

n You and they must not carry out non-routine car repairs, like paint spraying,

or dump unwanted vehicles in shared areas.

- o You and they must not keep a dog, bird or other animal in your home without our permission. The Tenants' Handbook gives details of when we will give permission.
- p You must not keep liquid petroleum gas or any other flammable or explosive substance in your home or shared areas. You must also not do, or keep anything in these areas, which might affect the insurance of the property.
- q If you have a garden, patio or balcony, you must keep it tidy. You must also keep emergency exits free from obstruction.

## 5 Ending your tenancy

When you decide to end your tenancy

- a You must tell your estate office in writing at least four weeks before you want to end your tenancy. This four-week period must end on a Monday. On the Monday your tenancy ends, you must return your keys to the estate office before noon. If you return your keys later than this, we will charge you the full weekly charges for the property until the end of the week in which you return them. If the Monday is a Bank Holiday, you must return your keys to the estate office before noon on the Tuesday after the holiday.
- b You must take all your belongings and leave the property and the fixtures and fittings in a reasonable state of repair.
- c We will charge you for the cost of removing any of your belongings that you leave behind, or for work that is necessary if you fail to leave the property clean and in a good state of repair.
- d You must not leave anybody living in your home when you move out, for example a lodger. If you do, we will take court proceedings to remove them from the property and get the costs of doing this back from you.

When we want to end your tenancy

### e **Introductory tenants only**

We can only end your tenancy with a court order. We will only ask the court for a possession order against you if you break the tenancy conditions described in this agreement.

If you break your tenancy conditions, we will serve a 'Notice of Proceedings for Possession' on you. The notice will say that the court will be asked to make an order for possession and give the reasons why the action is being taken. It will also tell you the date after which possession proceedings will start. This will be at least four weeks after the notice was served.

If the notice we serve, is delivered to you, or sent to you by post at the property, we will consider that it has been served on you.

f

### **Secure tenants only**

We can only end your tenancy with a court order. We can only ask the court to grant a possession order if one or more of the reasons set out in the Housing Act 1985, exist. We have described these reasons in the Tenants' Handbook.

If one or more of these reasons does exist, we will serve a Notice of Seeking Possession on you. This notice will say that the court will be asked to make an order for possession and give the reasons why this action is being taken. It will also tell you the date that possession proceedings will start. This will be at least four weeks after the notice was served.

If the notice we serve, is delivered to you or sent to you by post at the property we will consider that it has been served on you.

g

### **When security of tenure has been lost**

You must live in your property as your only or main home. If you do not do this, for example, if you abandon the property, we will take action to end the tenancy by serving you with a Notice to Quit. This condition gives us the right to serve this notice on your property if you cannot be traced for us to serve the notice on you personally. This will give you at least four clear weeks' written notice ending on a Monday. If you have left someone else in the property, we will start court proceedings to regain possession of the property when the notice ends.

# Section 3 - Your tenancy details

This tenancy agreement is between:

You

and us (the 'City Council')

The address and postcode of the property rented in this agreement is:

The weekly charges for the property are:

rent	£
heating and hot water	£
water rates	£
other	£

Total	£
-------	---

The names of the people who will live in the property are as follows.

	Full name	Date of birth	Relationship to you
1			
2			
3			
4			
5			
6			
7			
8			

Signed by the tenant(s):



The agreement begins on    /    /    under the conditions set out in the tenancy agreement.

I have read and understood this tenancy agreement, and agree to the conditions set out in section 2 on pages 2 to 11. By accepting this tenancy, I agree to give up my existing tenancy with you on the day this new tenancy starts.

Full name:

Your signature:

Date:            /    /

If this is a joint tenancy, both tenants must sign the agreement.

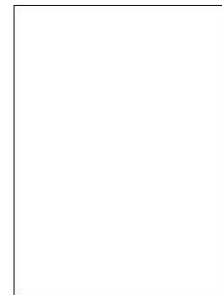
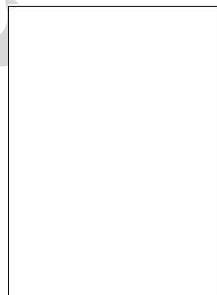
Signed for us by:

Name:

Designation:

for the Director of Housing

Photograph(s)



Notices

You can serve notices or send letters or other documents to us at your local estate office. The address of your estate office is:



**Appendix IV** Westminster Council Flexible Tenancy  
**Agreement**

**Your tenancy  
agreement**

## Section 1 - Introduction

In this tenancy agreement 'we', 'us' or 'our' means the Lord Mayor and Citizens of the City of Westminster, in other words the 'City Council'. 'You' means you the tenant or, in the case of joint tenancies, you and the person you have signed the agreement with.

This tenancy agreement is a legal contract between you and us. It sets out the conditions of your tenancy, and explains your and our responsibilities. You should read this agreement carefully. If you do not understand this agreement or anything in it, you should ask for it to be explained before you sign it. You could get help from a solicitor, Citizens Advice Bureau, housing advice centre or a law centre.

### PART A

#### What type of tenancy do I have?

(Housing Officers to tick the correct box(es) and insert dates)

- You have an Introductory Tenancy with us which we have given you under the Housing Act 1996. It will last for one year until / / unless it is extended or we have started possession proceedings against you. After this date it will automatically become a Flexible Tenancy under the Housing Act 1985 (amended by Localism Act 2011) for a fixed term of

2 years

5 years

Unless your Introductory Tenancy is extended your Flexible Tenancy is due to end on / / (insert date)

- A Notice of Flexible Tenancy has been served on you that on ceasing to be an Introductory Tenancy, the tenancy will be a Flexible Tenancy.

- 
- You have a Flexible Tenancy with us which we have given you under the Housing Act 1985 (amended by Localism Act 2011) for a fixed term of

2 years

5 years

Your Flexible Tenancy will commence on / / and is due to end on / / (insert dates)

- A Notice of Flexible Tenancy has been served on you that the tenancy will be a Flexible Tenancy.

**Please ask your Housing Officer if you have any questions about the type of tenancy you have.**

## **Joint tenancies**

If you have signed this agreement with someone else (e.g. your husband, wife or civil partner) you are a joint tenant. In joint tenancies each tenant is jointly individually responsible for complying with all conditions set out in this agreement. This means that even if one tenant leaves the home the other tenant must still keep to these conditions which include continuing to pay the rent. If one tenant breaks the tenancy agreement, it will affect all of the tenants.

## **Data Protection and information sharing**

We will comply with the provisions of the Data Protection and Freedom of Information Acts. All or part of the information you provide may be disclosed or supplied to the Police or other agencies that are legally entitled to the information to prevent or detect crime, anti-social behaviour or fraud. If you want to see a copy of the information we hold about you, contact your area housing office. You will find more details on what information we will hold and what we will use it for in the Tenants' Handbook.

## **PART B**

### **Types of tenancy**

#### **1. Introductory Tenancy**

- a) If you have an Introductory Tenancy, your tenancy will last for a 12 month trial period. At the end of the trial period, your tenancy will become a Flexible Tenancy for either 2 or 5 years as shown in Section 1 Part A of this tenancy agreement, provided you have not broken any of the conditions of your Introductory Tenancy. If you break the conditions of your Introductory Tenancy we will carefully consider what action we will take and it is possible you will be evicted from your home.
- b) If we want to end your Introductory Tenancy, or extend it for a further 6 months, we will give you a 'Notice of Proceedings for Possession' or a 'Notice of Extension', whichever is appropriate. You have the right to ask us to review our decision to serve a notice.

As an Introductory Tenant you do not have the same rights as a Flexible Tenant. This means as an Introductory Tenant you are not allowed to:

- Buy your home
- Vote to change your landlord

#### **2. Flexible Tenancy**

- a) A Flexible Tenancy is a secure tenancy, but is for a fixed term. The term of your tenancy is set out in Section 1 Part A of this tenancy agreement.
- b) You have the right to remain in your home during the fixed term. We will not interfere with this right unless;
  - i. you break any of the conditions of this agreement, or

- ii. there is any other reason under the Housing Act 1985, the Housing Act 1996 or any law which allows us to seek possession of your home.
- c) Your Flexible Tenancy is due to end on the date shown in this agreement. However at least 8 months before your tenancy is due to end we will carry out a review of your tenancy in line with our Tenancy Policy. If we decide not to renew your tenancy we will give you at least 6 months notice of non renewal. You have the right to ask us to review our decision not to grant you a new tenancy. If the decision to end your tenancy is upheld, we will serve on you a notice requiring possession giving at least 2 months notice that possession is required. If you remain in the property after your Flexible Tenancy ends we will take action to recover the property by asking the court to make an order for possession.

**You will find more details about Introductory and Flexible Tenancies in the Tenants' Handbook.**

## **Section 2 - The tenancy conditions**

This section lists your tenancy conditions. It describes the rights and responsibilities you have as a tenant and those we have as your landlord.

It is very important that you read these conditions carefully as you may lose your home if you do not keep to them. Most of the tenancy conditions are the same for Introductory and Flexible Tenancies. However, some conditions only apply to Introductory or to Flexible Tenancies. We have highlighted these conditions in boxes.

### **Contents**

1. Your rent and other charges
2. Repairs and improvements
3. Living in your home
4. Living with your neighbours
5. Ending your tenancy
6. Variation of tenancy

## 1 Your rent and other charges

- a) You must pay your rent and other charges on time. The full charge is due on Monday every week. The Tenants' Handbook gives you details of how and where to pay these charges.
- b) We may increase or reduce your rent. If this is going to happen, we will tell you in writing and give you at least 4 weeks' notice.
- c) We may change the other charges that you pay. We will give you at least 1 week's written notice of this and tell you the date the change will start from.
- d) If heating or hot water in your home are supplied from a shared boiler and the supply is interrupted, we will decide whether or not to give you a refund. A shared boiler is one which supplies more than one property in a block.
- e) If you have a joint tenancy, each joint tenant is responsible for paying the rent, other charges and any rent owed. Even if one joint tenant leaves, both tenants will still be responsible for the full weekly charges for the property and any rent already owed.
- f) If you do not pay the rent or any amount you owe us when it is due we may apply for a court order to end the tenancy and repossess the property, or take other legal steps to recover the arrears. If we do this you will then have to pay our reasonable legal costs and expenses incurred, unless the court orders otherwise.
- g) You must also pay any rent or money you owe from any previous council tenancy. We will make arrangements with you to pay the amount you owe.
- h) If we owe you compensation for any reason, and you owe us money for rent or charges related to your home (apart from Housing or Council Tax Benefit), we will use your compensation to help pay the money you owe us.
- i) If you are receiving Universal Credit from the government to help you pay your rent and other charges, and the housing element of this is paid directly to you, you must ensure that you pay your rent in full on or before the date your rent is due.
- j) Unless there is good reason why you cannot do so, you will agree to pay your rent and other charges direct from a bank account via standing order or direct debit.



## 2 Repairs and improvements

### Our responsibilities

a) We are responsible for keeping the following items in good working order:

- the structure and outside of buildings including drains, gutters and pipes;
- all fittings, pipes and connections supplying water, gas and electricity;
- all equipment for sanitation including basins, sinks, baths and toilets; and
- all equipment that provides heating or hot water.

If you live in a flat, we aim to keep the shared areas and services including entrances, halls, stairways, lifts, passages, rubbish chutes, shared gardens and lighting clean and in a good state of repair.

If you or any member of your household or visitors cause any damage, you will have to pay the repair costs.

b) We aim to decorate the outside of your home and the shared parts when necessary.

### Your responsibilities

c) You must let your estate office know when a repair that is our responsibility needs to be done. You can report a repair in writing or by visiting or phoning your estate office. If the repair is an emergency and the estate office is closed, you should contact the council's out of hours emergency service. You will find details of this service in the Tenants' Handbook.

d) You must keep your home, including its fixtures and fittings, clean and in good condition and make sure that other members of your household and people visiting your home do the same.

e) You are responsible for minor repairs and decorations inside your home. You will find more details on this in the Tenants' Handbook.

f) You must allow our officers and people we authorise into your home at reasonable hours to:

- inspect the state of repair of your home; and
- carry out any work that may be necessary.

Unless it is an emergency, we aim to make and keep appointments for all inspections and repairs.

g) In an emergency you must give our officers and people we authorise immediate access to your home.

h) You must get our written permission before you carry out improvements or alterations to your home. You must apply for our permission, in writing, to your estate office and give full details of the work you want to carry out. You may also need planning permission. We have included details of how to apply for planning permission in the Tenants' Handbook.

- i) You must not fix, place or display a satellite dish on, or from, any part of the building.

### **3 Living in your home**

- a) You must live in the property as your only or main home.
- b) You can take in lodgers or have members of your family living with you, as long as this does not cause overcrowding. If you take in a lodger, you are responsible for their and their visitors' behaviour, including any noise nuisance or damage they may cause.
- c) You can sublet part of your home, as long as you get our written agreement first. You are not allowed to sublet the whole of your home. If you do sublet part of your home, you are responsible for the behaviour of your subtenant and their visitors, including any noise nuisance or damage they may cause.
- d) Transferring your tenancy to someone else:

#### **Introductory Tenants only**

Introductory Tenants have no right to transfer their tenancy to someone else except in the following circumstances:

- Where the court has made an order for the tenancy transfer in the course of matrimonial or family proceedings by a court order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, the Children Act 1989, the Family Law Act 1996, Civil Partnership Act 2004.
- To a 'potential successor', in other words someone who would be qualified to take over your tenancy, with our written permission, if you died immediately before the transfer took place.

You may also be entitled to a new tenancy under the Right to Exchange, if you get our written permission.

#### **Flexible Tenants only**

You are only allowed to transfer your tenancy to someone else in the following circumstances:

- Under the Right to Exchange, with our written permission.
- Where the court has made an order for the tenancy transfer in the course of matrimonial or family proceedings by a court order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, the Children Act 1989, the Family Law Act 1996, Civil Partnership Act 2004.
- Where a Flexible Tenant wishes to exchange tenancies with another secure lifetime tenant in accordance with sections 158 and 159 of the Localism Act 2011.
- To a 'potential successor', in other words someone who would be qualified to take over your tenancy, with our written permission, if you died immediately before the transfer took place.

- e) You, or any member of your household, may not run a business from your home without our written permission. You can ask for permission from your local estate office. You may also need planning permission. We have included details of how to apply for planning permission in the Tenants' Handbook.

## 4 Living with your neighbours

### Our responsibilities

- a) We will not interfere with how you use your home as long as you keep to the terms of this agreement and do not disturb your neighbours.
- b) We will investigate any complaints of anti-social behaviour, nuisance or harassment and take appropriate action.

### Your responsibilities

- c) You are responsible for the behaviour of all members of your household, including your children and any lodgers, subtenants or visitors. This applies in your home and in the shared parts of the estate and surrounding area.
- d) You and they must not do anything or threaten to do anything which causes or is likely to cause a nuisance or annoy someone else.

Examples of activities which cause nuisance and annoyance include, but are not limited to:

- loud noise from televisions and radios;
  - loud music from music systems and musical instruments;
  - noisy parties;
  - too much noise from DIY;
  - shouting and swearing;
  - door slamming;
  - dogs barking and fouling;
  - dumping rubbish;
  - vandalism and graffiti;
  - noisy activities in shared areas;
  - drunken behaviour in public places; and
  - feeding pigeons.
- e) You and they must not harass or threaten any other person because of race, colour, sex, nationality, religion, age, mental illness, disability, sexuality or for any other reason. Examples of harassment include, but are not limited to:
    - violence or threats of violence;
    - using abusive words or behaviour;
    - writing abusive graffiti;
    - damaging property; and
    - stalking any other person.
  - f) You and they must not use your home or any shared area for any illegal activity such as using drugs, drug dealing or prostitution.
  - g) You and they must not use or threaten to use violence by using physical, mental, emotional or sexual abuse against anyone legally entitled to live either in your home or in another of our properties.

- h) You and they must not damage or deface our property. You are responsible for paying for any repairs that you cause or replacing items that you, or they, damage.
- i) You and they must not interfere with security equipment, like door-entry systems and closed circuit television equipment, in shared areas. Doors must not be jammed open and strangers must not be let in without showing identification.
- j) You and they must cooperate with us and your neighbours to keep any shared areas clean, tidy and clear of obstructions.
- k) You and they must not assault or threaten any of our employees or agents or anyone else on the estate and the surrounding area.
- l) You and they must not break any of our regulations to do with your estate.
- m) You and they must not park on our property without authorisation. You and they must not block access points or obstruct emergency vehicles.
- n) You and they must not carry out non-routine car repairs, like paint spraying, or dump unwanted vehicles in shared areas.
- o) You and they must not keep a dog, bird or other animal in your home without our permission. The Tenants' Handbook gives details of when we will give permission for keeping animals.
- p) You must not keep liquid petroleum gas or any other flammable or explosive substance in your home or shared areas. You must also not do, or keep anything in these areas, which might affect the insurance of the property.
- q) If you have a garden, patio or balcony, you must keep it tidy. You must also keep emergency exits free from obstruction.

## 5 Ending your tenancy

### (i) When you decide to end your tenancy (applies to all tenants)

- a) You can end your tenancy at any time by giving us at least 4 weeks written notice. This 4 week notice period must end on a Monday.
- b) On the Monday your tenancy ends, you must return your keys to the estate office before noon. If you return your keys later than this, we will charge you the full weekly charges for the property until the end of the week in which you return them. If the Monday is a Bank Holiday, you must return your keys to the estate office before noon on the Tuesday after the holiday.
- c) You must take all your belongings and leave the property and the fixtures and fittings in a reasonable state of repair.
- d) We will charge you for the cost of removing any of your belongings that you leave behind, or for work that is necessary if you fail to leave the property clean and in a good state of repair.
- e) You must not leave anybody living in your home when you move out, for example a lodger. If you do, we will take court proceedings to remove them from the property and get the costs of doing this back from you.
- f) If you are a joint tenant, one tenant can end this tenancy by giving us at least 4 weeks notice in writing and the tenancy will end for all the joint tenants.
- g) Termination of this tenancy agreement shall not affect any other legal right or remedy either you or we may have against each other for any breach of the tenancy conditions which took place before the tenancy ended.
- h) You must allow us to inspect your home and/or show potential new tenants around your home provided we have given you reasonable notice, before the end of the 4 week notice period.

### (ii) When we want to end your tenancy

#### a. Introductory Tenants

We can only end your Introductory Tenancy with a court order. We will only ask the court for a possession order against you if you break the tenancy conditions described in this tenancy agreement.

If you break your tenancy conditions, we will serve a 'Notice of Proceedings for Possession' on you. The notice will say that the court will be asked to make an order for possession and give the reasons why the action is being taken. It will also tell you the date after which possession proceedings will start. This will be at least 4 weeks after the notice was served. You can ask us to review our decision to end your Introductory Tenancy

## **b. Flexible Tenants**

### **During the fixed term**

We can end your Flexible Tenancy with a court order. We can only ask the court to grant a possession order against you where one or more of the reasons set out in the Housing Act 1985, exists. We have described these reasons in the Tenants' Handbook.

If 1 or more of these reasons does exist, we will serve a notice of seeking possession on you. This notice will say that the court will be asked to make an order for possession and give the reasons why this action is being taken. It will also tell you the date after which possession proceedings will start. This will be at least 4 weeks after the notice was served.

### **At the end of the fixed term**

At least 8 months before your Flexible Tenancy is due to end we will carry out a review of your tenancy. The criteria we will use when carrying out the review are set out in the Tenancy Policy. Unless there are good reasons why you cannot do so, you must take part in the review. You must disclose to us as part of the review any financial information we may require to undertake a financial assessment of your income in line with our Tenancy Policy.

If we decide not to renew your Flexible Tenancy we will give you at least 6 months notice of non renewal and the reasons for our decision. You have the right to ask us to review our decision not to grant you a new tenancy, but must do so within 21 days of the date of service of the notice of non renewal, as more fully set out in our Tenancy Policy. If the decision to end your Flexible Tenancy is upheld, we will serve on you a notice requiring possession giving at least 2 months notice that possession is required. If you remain in the property after your Flexible Tenancy ends we will take action to recover the property by asking the court to make an order for possession.

## **c. When security of tenure has been lost**

When security of tenure has been lost, for example if you fail to live in your property as your only or main home or if your tenancy is demoted, we may take action to end the tenancy.

Where you lose your security of tenure and you are an Introductory Tenant or a Flexible Tenant whose fixed term has ended, we may end your tenancy by serving you with a Notice to Quit.

Where you lose your security of tenure during the fixed term of your Flexible Tenancy, we may end your tenancy by serving you with a Break Notice stating that the tenancy will end on expiry of the notice.

In circumstances where a tenant(s) dies having lost his security of tenure during the fixed term of the Flexible Tenancy, we may end the tenancy by serving a Break Notice stating that the tenancy will end on expiry of the notice.

Any Break Notice or Notice to Quit we serve on you will give you at least 4 weeks written notice ending on a Monday. We will serve the notice on your property if you

cannot be traced for us to serve the notice on you personally. If you have left someone else in the property, we will start court proceedings to regain possession of the property when the Break Notice or Notice to Quit ends.

#### **d. Serving notices**

If any notice we serve, is delivered to you or sent to you by post at the property we will consider that it has been served on you.

## **6 Variation of tenancy**

We are entitled to vary the terms of this Tenancy Agreement if you are an Introductory Tenant, a Flexible Tenant who has lost security of tenure, or are a secure periodic tenant because your Flexible Tenancy has come to an end. However, before we make any changes to this Agreement we will consult you on the terms of the proposed variation and the date upon which it is to take effect through our tenants' consultation procedures. We have described these procedures in the Tenant's Handbook.

You can also get this agreement in large print and on audio.  
Please contact your local estate office for further information.





## Appendix V HHSRS (Crowding and Space Guidance)

### Introduction

The purpose of this Guidance is to provide officers with additional advice in order to interpret the Operating Guidance for the Crowding and Space hazard. This will provide a basis for consistent and fair assessments of overcrowding which are capable of being defended if challenged

Practitioners should have regard to it when exercising their powers but are reminded that they must be flexible in forming their opinions in light of all the circumstances of a particular case. The guidance is not prescriptive and discretion in the matters covered remains with practitioners.

### Living rooms and Recreational space

Paragraph 11.17 states that “as well as providing sufficient sleeping space, there should be a living area of sufficient size for the household. Indoor and outdoor play and recreational space is necessary in accommodation housing children”.

For the purposes of the hazard assessment it will be expected that all accommodation is provided with a separate living room which is not used for sleeping purposes.

Most flats do not have sufficient room for recreational space and the “Likelihood Spreadsheet” attached to this Guidance reflects this. If the flat (or house) has this facility the likelihood should be adjusted accordingly.

### Number of Bedrooms

The number of bedrooms will determine the number of persons for which the accommodation is suitable.

Paragraph 11.16 of the Operating Guidance states “There should be sufficient provision for sleeping having regard to the numbers likely to be accommodated in the dwelling. As a guide, and depending on the sex of the household members & their relationship, and the size of the rooms, a dwelling containing one bedroom is suitable for up to 2 persons, irrespective of age. A dwelling containing 2 bedrooms is suitable for up to 4 persons. One containing 3 bedrooms is suitable for up to 6 persons, and one containing 4 bedrooms is suitable for up to 7 persons.”

The above paragraph is interpreted in Table 1 below:

**Table 1**

<b>Number of Bedrooms</b>	<b>Max. No. of Persons</b>
1 bedroom	2 persons
2 bedrooms	4 persons
3 bedrooms	6 persons
4 bedrooms	7 persons

Uninhabitable rooms intended for use as bedrooms should not be allowed to contribute towards the overall permitted number of the dwelling. Examples of such rooms might include poorly converted attic or basement spaces without adequate lighting or ventilation, bedrooms entered via a second bedroom.

Kitchens and living rooms are not “bedrooms” for the purposes of the standard. The presumption should always be that, where the dwelling has been designed with a separate identifiable living space, this space should be retained as living space and not be counted as a bedroom. The **intended** function of the room should be considered rather than the current use, although, for example, in the case of a dwelling that has two separate reasonably sized “living” rooms, it may be that one of these spaces could legitimately be used as bedroom accommodation. If the intended function is clearly unknown, then consider the current use.

### **Numbers of Persons permitted to occupy a bedroom**

The person’s age and sex will determine if they can share a bedroom. The “Operating Guidance” is silent on this but Table 1 is part of the Bedroom standard. This standard sets out, depending on the size of the bedroom, the number of bedrooms that will be required for each household depending on the age, sex, marital status and relationship.

This standard was developed by Government social survey activity in the 1960’s and incorporates assumption about sharing of bedrooms “that would now be widely considered to be at the margins of acceptability” – ODPM 2004.

The standard is based on the number of bedrooms required for each household allowing for age/sex/marital status/composition & relationship. This is set out in Table 2

**Table 2**

<b>Age and sex of household members</b>	<b>Number of bedrooms</b>
An adult couple	1 bedroom
A person over 21	1 bedroom
2 young persons 10-20 years of the same sex	1 bedroom
1 child under 10 yrs & 1 young person under 20 of the same sex	1 bedroom
1 or 2 children under 10 yrs ( not necessarily of same sex)	1 bedroom
Any unpaired young persons 10–20 yrs or unpaired children under 10	1 bedroom

Note: An unpaired young person aged 10-20 cannot share a room with a child of the opposite sex who is under the age of 10.

Using the bedroom standard alone, it was estimated that there were approximately 500,000 households living in overcrowded conditions, mainly larger families of 5+ individuals (e.g. EHCS 1991).

## Size of Bedrooms

The application of the bedroom standard provides a crude indication of the number of bedrooms that an occupying family would require. However, the actual “permitted number” of persons for a dwelling is also be determined by the size(s) of the bedroom(s) present.

Paragraph 11.16 of the Operating Guidance states that room sizes need to be taken into account. Further one of the ODPM worked examples infers that the dwelling in that example has one double room and one single room, but no minimum room sizes are reproduced.

In this regard, the HHSRS Operating Guidance also refers readers, in paragraph 11.19, to the “Housing Quality Indicator System” and the “Metric Handbook – Planning Design Data”.

Housing Quality Indicators (version 3) 2005 is a measurement & assessment tool for new social housing schemes (ODPM /Housing Corporation), together with Scheme Development Standards (3<sup>rd</sup> edition 2003) appear to use the “Bedroom Std” as a baseline. Note essential criteria – “in all bedrooms, beds need to be able to be accommodated in more than one position and all double bedrooms must accommodate twin beds & a cot”. However, although these documents include useful general design criteria, no prescriptive minimum sizes are given.

Although the HQI guidance does not contain prescriptive room space standards, it does include information regarding the expected amenities/fittings and furniture that different rooms in a dwelling would be expected to accommodate, together with minimum activity spaces around this equipment to facilitate safe and proper use by residents. Bedrooms are expected to be large enough to accommodate the equipment detailed in the table 3 below, according to HQI guidance.

**Table 3**

	<b>Single bedroom</b>	<b>Double bedroom</b>	<b>Twin bedroom</b>
Bed(s) Double – 2000 x 1500 Single – 2000 x 900	1 x single	1 x double or 2 x single	2 x single
Bedside table – 400 x 400	1	2	2
Chest of drawers – 450 x 750	1	1	1
Wardrobe(s) Double – 600 x 1200 Single – 600 x 600	1 x single	1 x double	1 x double or 2 x single
Table – 500 x 1050 and chair/stool	1	1	1
Bed-making space – 400 x length of bed(s)	yes	yes	yes
Space for occasional use of cot – 600 x 1200	no	yes, in larger “family” dwellings	no

The matrix in the HQI annex suggests that a room of 9 square metres would not be large enough to function as a double room with occasional use of a cot, but that a room of 10.5 square metres would be able to meet this requirement.

The HQI guidance also suggests that a bedroom might be large enough to function as a “triple” room or “other” room (presumably “other” means a number greater than three persons). However, the determination of a room as a triple bedroom (or greater) in accordance with HQI guidelines would conflict with the bedroom standard, which allows occupation of any bedroom by a maximum of two persons, irrespective of age.

Table 4 interprets the HQI guidance in order that a minimum space standard is applied for bedrooms. Flexibility will need to be applied particularly in respect of the useable space in each bedroom.

It is conceded that the size of the double bedroom is likely to be the most contentious but an attempt has been made to provide a minimum size, having regard to the HQI guidance, that is large enough to accommodate the furniture and circulation space that one would expect to find present

**Table 4**

<b>Room size (sq. m)</b>	<b>Smallest measured room width or depth (metres)</b>	<b>Permitted number of persons</b>
Less than 6.5	n/a	0
Not less than 6.5	Not less than 1.8	1
Not less than 9.5	Not less than 2.4	2

This standard is to be used in conjunction with the bedroom standard as set out in Table 1. In circumstances where the bedroom standard and space standard in Table 4 produce different indicative permitted occupancy levels of an occupied dwelling (when applied individually), the lower figure should be used to determine the extent of any overcrowding present.

The standard is to be applied irrespective of the age of the occupiers.

In no case shall a bedroom be occupied by more than 2 persons. (The possibility of using a large bedroom, greater than 13.5 square metres in area, to accommodate three children under the age of 10, could be considered as a mitigating factor and have the effect of slightly reducing the HHSRS likelihood in respect of an overcrowded dwelling. However, the likely health and developmental effects associated with three or more persons occupying the same bedroom space means that this should not be regarded as an acceptable long term solution to overcrowding problems)

**Measurement of Rooms**

Rooms should have a minimum floor to ceiling height of at least 2.14 metres over not less than 75% of the room area. Any floor area where the ceiling height is less than 1.53 metres should be disregarded.

In addition to measuring the gross floor areas of rooms, officers must also consider the shape and usable space to determine whether rooms are suitable to be used as bedrooms and to what occupancy level. In this regard, officers should not include floor space that does not contribute practically to the spaciousness of a given bedroom and/or would severely compromise the use of the bedroom by the numbers of persons suggested by gross floor area alone. Examples of some likely scenarios are given below: -

- The floor area taken up by a solid chimney breast should be discounted
- Account should be taken of entrance lobbies/corridors within bedrooms. Where the room door opens into a lobby/corridor that is less than 1.2 metres wide, the entire lobby/corridor should be discounted. Where the lobby/corridor is between 1.2 and 1.8 metres, some of the area may be counted (this reflects the fact that wider corridors are able to make a contribution to the storage capacity and spaciousness of bedrooms. The allowable area is calculated by deducting 1.2 metres from the width and multiplying this by the length of the corridor. For example, if a corridor into a room is 1.5 metres wide by 2.5 metres deep, the useable area of the corridor would be  $(1.5 - 1.2 =) 0.3 \times 2.5$  metres. No deduction should be made where doors open into corridors/lobbies of more than 1.8 metres width.
- The area taken up by en-suite amenities should be discounted when assessing the floor area of the relevant bedroom
- Officers should take account of particularly unusual room shapes (such as wedge-shaped or triangular) or other physical characteristics (such as excessive numbers of door openings, piers/projections into rooms) when determining the permitted number of persons for a bedroom. Bays that make a positive contribution to the amount of useable floor space within a bedroom should be included in the calculation

### **Assessment procedure for Overcrowding under the HHSRS**

The assessment procedure for overcrowding is as follows:

1. The maximum permitted number of persons who could occupy the dwelling is calculated based upon number of bedrooms present and room sizes etc
2. A comparison is then made between the actual needs of the occupying household, with reference to the number and size of available bedrooms. The “best fit” approach should be used in order to determine the shortfall, expressed in terms of the number of additional single and/or double rooms that would need to be present to accommodate the occupying household.
3. The greater the level of overcrowding (expressed either in terms of the excess number of persons in occupation or the shortfall in terms of

additional bedrooms required), the greater the likelihood of a hazardous occurrence resulting in harm

4. Factors such as the adequacy of living space within the dwelling and the presence and adequacy of external recreation space would not impact upon the basic overcrowding assessment, based as it is upon the number and size of bedrooms. However, the availability of adequate living space and/or adequate external recreation space for a given dwelling is likely to result in a lower likelihood compared with a second dwelling that does not.

The table attached to this document provides guidance to officers on the likelihood of a harm outcome in relation to the Crowding and Space hazard. In most circumstances the average harm outcomes noted in the Operating Guidance will be used.

Dwelling Size	Bedroom Shortfall Compared with Occupying Household									
	1 single (1)	1 double (2)	2 singles (2)	1 single + 1 double (3)	3 singles (3)	2 doubles (4)	2 singles + 1 double (4)	4 singles (4)	1 single + 2 doubles (5)	3 singles + 1 double (5)
1 person 1 bedroom	1 in 56	1 in 32	1 in 18	1 in 10	1 in 10	1 in 6	1 in 6	1 in 6	1 in 3	1 in 3
2 persons 1 bedroom	1 in 100	1 in 56	1 in 32	1 in 18	1 in 18	1 in 10	1 in 10	1 in 10	1 in 6	1 in 6
2 persons 2 bedrooms	1 in 100	1 in 56	1 in 32	1 in 18	1 in 18	1 in 10	1 in 10	1 in 10	1 in 6	1 in 6
3 persons 2 bedrooms	1 in 180	1 in 100	1 in 56	1 in 32	1 in 32	1 in 18	1 in 18	1 in 18	1 in 10	1 in 10
3 persons 3 bedrooms	1 in 180	1 in 100	1 in 56	1 in 32	1 in 32	1 in 18	1 in 18	1 in 18	1 in 10	1 in 10
4 persons 2 bedrooms	1 in 180	1 in 100	1 in 100	1 in 56	1 in 32	1 in 18	1 in 18	1 in 18	1 in 10	1 in 10
4 persons 3 bedrooms	1 in 320	1 in 180	1 in 100	1 in 56	1 in 56	1 in 18	1 in 18	1 in 18	1 in 10	1 in 10
4 persons 4 bedrooms	1 in 320	1 in 180	1 in 100	1 in 56	1 in 56	1 in 32	1 in 32	1 in 32	1 in 18	1 in 18
5 persons 3 bedrooms	1 in 320	1 in 180	1 in 180	1 in 100	1 in 56	1 in 32	1 in 32	1 in 32	1 in 18	1 in 18
5 persons 4 bedrooms	1 in 560	1 in 320	1 in 180	1 in 100	1 in 56	1 in 32	1 in 32	1 in 32	1 in 18	1 in 18
5 persons 5 bedrooms	1 in 560	1 in 320	1 in 180	1 in 100	1 in 100	1 in 56	1 in 56	1 in 32	1 in 18	1 in 18
6 persons 3 bedrooms	1 in 560	1 in 320	1 in 180	1 in 100	1 in 100	1 in 56	1 in 56	1 in 32	1 in 18	1 in 18
6 persons 4 bedrooms	1 in 560	1 in 560	1 in 320	1 in 180	1 in 100	1 in 56	1 in 56	1 in 56	1 in 32	1 in 32
6 persons 5 bedrooms	1 in 1000	1 in 560	1 in 320	1 in 180	1 in 100	1 in 56	1 in 56	1 in 56	1 in 32	1 in 32
7 persons 4 bedrooms	1 in 1000	1 in 560	1 in 320	1 in 180	1 in 180	1 in 100	1 in 56	1 in 56	1 in 32	1 in 32
7 persons 5 bedrooms	1 in 1800	1 in 1000	1 in 560	1 in 180	1 in 180	1 in 100	1 in 100	1 in 100	1 in 56	1 in 56
7 persons 6 bedrooms	1 in 1800	1 in 1000	1 in 560	1 in 180	1 in 180	1 in 100	1 in 100	1 in 100	1 in 56	1 in 56
8 persons 5 bedrooms	1 in 1800	1 in 1000	1 in 560	1 in 320	1 in 320	1 in 180	1 in 180	1 in 100	1 in 100	1 in 56
8 persons 6 bedrooms	1 in 1800	1 in 1000	1 in 560	1 in 320	1 in 320	1 in 180	1 in 180	1 in 180	1 in 100	1 in 100
9 persons 5 bedrooms	1 in 1800	1 in 1000	1 in 560	1 in 320	1 in 320	1 in 180	1 in 180	1 in 180	1 in 100	1 in 100

**This Table has been designed for use in flats with a separate living room** that is adequately sized for the household for which it was designed. It should be only be used to give an indication of the likelihood having considered all the properties of the flat and relevant circumstances of the occupation. An adjustment should be made if additional space such as a separate dining room or recreation/play space such as a garden **or** if it is a **house** with those facilities

**To use the Table first select the actual Dwelling Size in Column A.** For example the Dwelling Size of a flat with a large and a small bedroom would be 3 persons 2 bedrooms. This capacity is then compared with the actual size of the household. To do this all the bedrooms in the flat are filled to the capacity for which they were designed. **Then if there are any members of the household remaining the number and size of bedrooms are calculated and this is termed the bedroom shortfall.** For example: A family consisting of an adult couple and their three children under ten in a flat consisting of a living room and 1 double and 1 single bedroom. Firstly the dwelling size is calculated from the "Bedroom Standard" which is 3 persons 2 bedrooms. Secondly the shortfall is calculated - the double bedroom could be occupied by the adult couple and the single bedroom by one of the children. This would mean that two of the children would require to be accommodated which means that the shortfall would be one double (twin) bedroom as the two children under ten could share it. (Reference to the Table gives a likelihood of 1:100)

The dwelling size alternatives have been limited to the recommendations set out in the "Operational Guidance". Therefore even though a 4 double bedroomed flat can be occupied by 8 persons the Guidance limits it to 7.

Yellow shading indicates a Category 1 hazard when the likelihood has been used in the formula with the average harm outcomes (Likelihood of 1 in 100 becomes a Category 1 hazard and 1 in 180 a Category 2 hazard)



## Appendix VI Housing Act 1985 (excerpt)

### *Part X - Definition of Overcrowding*

324 A dwelling is overcrowded for the purposes of this Part when the number of persons sleeping in the dwelling is such as to contravene **Definition of overcrowding**

- (a) the standard specified in section 325 (the room standard), or
- (b) the standard specified in section 326 (the space standard).

325 (1) **The room standard** is contravened when the number of persons sleeping in a dwelling and the number of rooms available as sleeping accommodation is such that two persons of opposite sexes who are not living together as husband and wife must sleep in the same room. **The room standard**

(2) For this purpose –

(a) children under the age of ten shall be left out of account, and

(b) a room is available as sleeping accommodation if it is of a type normally used in the locality as a bedroom or as a living room.

326 (1) **The space standard** is contravened when the number of persons sleeping in a dwelling is in excess of the permitted number, having regard to the number and floor area of the rooms of the dwelling available as sleeping accommodation. **The space standard**

(2) For this purpose -

(a) no account shall be taken of a child under the age of one and a child aged one or over but under ten shall be reckoned as one-half of a unit, and

(b) a room is available as sleeping accommodation if it is of a type normally used in the locality either as a living room or as a bedroom.

(3) The permitted number of persons in relation to a dwelling is whichever is the less of -

(a) the number specified in Table I in relation to the number of rooms in the dwelling available as sleeping accommodation, and

(b) the aggregate for all such rooms in the dwelling of the numbers specified in column 2 of Table II in relation to each room of the floor area specified in column 1.

No account shall be taken for the purposes of either Table of a room having a floor area of less than 50 square feet.

<b>TABLE I</b>	
<b>Number of rooms</b>	<b>Number of persons</b>
1	2
2	3
3	5
4	7½
5 or more	2 for each room

<b>TABLE II</b>	
<b>Floor area of room</b>	<b>Number of persons</b>
110 sq. ft. or more	2
90 sq. ft. or more but less than 110 sq. ft.	1½
70 sq. ft. or more but less than 90 sq. ft.	1
50 sq. ft. or more but less than 70 sq. ft.	½

- (4) The Secretary of State may by regulations prescribe the manner in which the floor area of a room is to be ascertained for the purposes of this section. In addition, the regulations may provide for the exclusion from computation, or the bringing into computation at a reduced figure, of floor space in a part of the room that is of less than a specified height not exceeding eight feet.
- (5) Regulations under subsection (4) shall be made by statutory instrument that shall be subject to annulment in pursuance of a resolution of either House of Parliament.
- (6) A certificate of the local housing authority stating the number and floor areas of the rooms in a dwelling, and that the floor areas have been ascertained in the prescribed manner, is prima facie evidence for the purposes of legal proceedings of the facts stated in it.

**Westminster City Council Tenancy  
Policy  
(for the City Council's own housing  
stock)**

**June 2014**

## Westminster City Council Tenancy Policy

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## **1. Introduction**

- 1.1 This Tenancy Policy applies to Westminster City Council's own housing stock. A Tenancy Strategy has also been developed to guide all providers of social housing in Westminster in setting policies for their own stock. The Tenancy Policy has had regard to the Tenancy Strategy in the following areas;
- (a) The kinds of tenancy which will be granted
  - (b) The circumstances where a tenancy is granted of a particular kind
  - (c) The lengths of the tenancy term granted
  - (d) The circumstances where a further tenancy will or will not be granted when a tenancy comes to an end.
- 1.2 The Tenancy Policy follows the principles and objectives of the Tenancy Strategy and should be read in conjunction with it. It gives detail on how the new flexible tenure will be implemented in the City Council's own stock. It also sets out the City Council's discretionary succession, assignment and mutual exchange policy and the general policy towards tenancy management for all tenants. It complements and should be read in conjunction with other housing policies and procedures and the Housing Allocation Scheme.
- 1.3 There is a glossary in Section 13 which explains terminology used in this policy and the differences between different types of tenancies.

## **2. Regulatory requirements**

- 2.1 The regulator (the Homes and Communities Agency) has produced a regulatory framework which sets out what registered providers should provide for in their tenancy policies. The City Council has broadly followed the same framework in this Tenancy Policy. Full details of the regulatory framework are at <http://www.homesandcommunities.co.uk/ourwork/regulation>.

## **3. The types of tenancy that will be granted and tenancy length**

- 3.1 **Introductory tenancies**  
The majority of new City Council tenants will be introductory tenants for the first year of their tenancy in line with the City Council's Introductory Tenancy Procedure. All introductory tenants will receive a tenancy agreement setting out the introductory tenancy period and indicating the type of tenancy their tenancy will become at the end of the introductory period, subject to there having been no breach of the tenancy agreement during the introductory tenancy period. All introductory tenants will become flexible or secure tenants provided they comply with the conditions of their introductory tenancies.
- 3.2 Introductory tenancies will not be issued where:
- A flexible tenancy was issued on a non renewable basis (see 3.8–3.10)
  - The tenant is already a secure or assured tenant.

### 3.3 Flexible tenancies

A flexible tenancy is form of secure tenancy, which is for a fixed period, and was created under the Localism Act 2011. Although it contains many features of a secure tenancy<sup>1</sup>, the main difference is that a secure tenancy can only be brought to an end by the landlord if a court order is granted, and the court considers that it would be reasonable to grant possession. With a flexible tenancy, the court has to award the landlord possession as long as the fixed term has expired, the correct notices have been served and any review request has been considered.

3.4 From the date on which the Tenancy Policy is implemented, the majority of new tenancies offered by the City Council will be flexible tenancies following the completion of an introductory tenancy without breach of the tenancy conditions. In some limited circumstances secure tenancies will be offered (see 3.11). At the end of the introductory tenancy period, the tenancy will become a flexible tenancy unless the Council has gained possession of the dwelling or is in the process of doing so.

3.5 The majority of flexible tenancies will be for a period of five years. Five year flexible tenancies provide a reasonable degree of security, for example for vulnerable people, and for people with children, while enabling the City Council to make the best use of the housing stock for those in need.

3.6 Most flexible tenancies will be subject to review in line with the renewal criteria (see section 4) unless they are Non Renewable flexible tenancies (see 3.8 – 3.10). It is expected that in the majority of cases a new flexible tenancy will be offered at either the same or another address. The City Council will clearly communicate this expectation, and its policy on offering further flexible tenancies. This will help people feel settled in their homes and able to contribute to the community. It will also help people to understand the reasons why, in certain cases, a new flexible tenancy may not be offered.

3.7 There may be exceptional circumstances which may justify granting a flexible tenancy of less than five years. Exceptional circumstances might include:

3.7.1 ***Where the tenant has not kept to an agreement to correct a breach of the tenancy agreement during the flexible tenancy.*** This will be addressed at the review meeting, and a new flexible tenancy of two rather than five years will be offered, where the City Council considers a breach of the agreement warrants a new fixed term of less than five years. The use of shorter tenancies in these circumstances is intended to help reinforce the tenant's responsibilities under the tenancy agreement and to enable any necessary support to be put in place. Examples of where a shorter tenancy may be offered include where:

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<sup>1</sup> For example, a flexible tenant has the right to buy, the right to take in lodgers and the right to be consulted about issues of housing management. A tenant's rights to carry out improvements will, however, be governed by the specific terms of the tenancy agreement.

- The tenant has not kept to a rent arrears agreement for eight weeks, or has been making irregular payments, *or*
- The tenant has received warnings about a breach of the tenancy agreement and there is evidence that the breach is continuing, *or*
- During the flexible tenancy term the tenancy was demoted (and subsequently reinstated), *or*
- There is a combination of these or other breaches of the tenancy agreement.

3.7.2 ***Where a Non Renewable flexible tenancy was granted*** (see 3.8 – 3.10 below).

### 3.8 **Non Renewable flexible tenancies**

In certain limited circumstances, where the supply of housing stock allows, the Council may offer Non Renewable flexible tenancies. These are intended to provide short term accommodation to people without priority for housing under the City Council's Housing Allocation Scheme. In these cases, the tenancy is offered to address a particular issue or need rather than to provide long term housing. Non Renewable flexible tenants are not eligible for Cash to Move payments<sup>2</sup>.

3.9 Examples of when a Non Renewable flexible tenancy might be offered include:

- Where it could help someone save for a deposit for other housing by allowing them to live in low cost housing for a fixed period
- Where they are attached to an employment or training support project
- Where they are intended to provide some transitional housing following a bereavement for discretionary successors, under the discretionary succession policy for flexible tenants (see 7.19).

3.10 Non Renewable flexible tenancies may also be used in other circumstances subject to agreement by the Cabinet Member for Housing and Property. The reasons for offering Non Renewable flexible tenancies and the length of the tenancies may change over time.

### 3.11 **Secure tenancies**

Secure tenancies will be granted to:

- People moving into, or within, community supportive housing (this is also known as sheltered housing)
- Any existing secure or assured tenant where they choose to move to another social rented home, whether with the same or another landlord, or because they need to move due to redevelopment works (this does

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<sup>2</sup> These payments are offered as incentives to tenants to move from social housing and free up units

not apply where tenants choose to move to accommodation let on Affordable Rent terms)

- Statutory successors to secure tenancies where a new tenancy is offered as they are under occupying the original home (see 7.7-7.9)
- A leaseholder of the City Council that is having their home demolished due to regeneration and it has been agreed that they can become a social housing tenant under the Leaseholder Policy for Regeneration Areas<sup>3</sup>.
- Joint tenants that have brought their existing secure tenancy to an end through the service of a Notice to Quit (which legally ends the tenancy), and the new property being offered is the right size for their household, or smaller than their previous home as they are downsizing.

3.12 In the above cases, at the end of any introductory tenancy period, the tenancy will become a secure tenancy unless the Council has gained possession of the dwelling or is in the process of doing so.

#### **4. Tenancy renewal and ending a flexible tenancy**

4.1 **This section applies to flexible tenancies only.**

##### **4.2 The review meeting**

A review meeting will be held to consider if a new flexible tenancy should be offered (whether at the same or at another property). Review meetings will not be held where the flexible tenancy was offered on the basis that it was non renewable (see 3.8 – 3.10).

4.3 The City Council will endeavour to arrange the tenancy review meeting at least eight months before the flexible tenancy expires and the tenant will be asked to bring all relevant information to the meeting.

4.4 In most circumstances the review meeting will be held with a Housing Manager and the tenant and any support worker, friend or representative the tenant may wish to bring. Tenants must participate in the review and provide any information requested. Every effort will be made to ensure that tenants participate in the review and the City Council will endeavour to work with any support workers of the tenant to ensure they participate. The review meeting will be held in a way that is sensitive to the needs of vulnerable people, which may involve holding meetings in tenants' homes if preferred. The review is intended to be a positive experience for tenants.

4.5 In some circumstances the review meeting can be held without the tenant being present. In these cases the tenant must be living at the property and be unable to participate in the review due to vulnerability or for some other good reason. Instead a support worker, friend or representative of the tenant

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<sup>3</sup> Leaseholders will be offered secure tenancies in these circumstances to match the security of tenure they had at their previous home



will attend the review meeting. In any event, this will only occur with the tenant's consent unless there are exceptional circumstances and all reasonable attempts have been taken to get the tenant to engage in the review.

#### 4.6 The review meeting will consider:

4.6.1 ***The support and advice needs of the household.*** Advice may be given on a range of matters including signposting to other council services and employment, training or money advice. Referrals may be made to other council services such as Adult or Children's Services. The meeting should also be an opportunity for the tenant to discuss any difficulties they are experiencing in managing their tenancy or to report any nuisance or harassment that may have gone unreported.

4.6.2 ***Other housing options and the long term housing plans of the tenant and their household.*** Advice will be given where appropriate on other housing options the tenant, or members of their household, may be interested in such as; community supportive housing (also known as sheltered accommodation), intermediate housing, the Right to Buy, mutual exchanges, housing mobility schemes and housing in the private rented sector.

4.6.3 ***Income and capital.*** The combined income and capital of the tenant, their spouse, civil partner or partner will be calculated to establish whether market or intermediate housing may be an option. Where appropriate, other housing options outside of social housing will be discussed (see above 4.6.2). The tenant may also wish other household income to be taken into account if they are considering other housing options. Where the combined income and capital of the tenant, their spouse, civil partner or partner exceeds the thresholds set down in 8.3, rent increases may apply (see section 8).

4.6.4 ***Household composition and under occupation or overcrowding.*** An assessment of the size of property needed will be completed using the City Council's Bedroom Standard, or any equivalent adopted standard, in the Housing Allocation Scheme, to determine if there is under occupation or overcrowding. The household members included in the assessment will be those living with the tenant at the time of the review. People that will be included in the household will be the same as those included in general registrations for housing in the Housing Allocation Scheme. Friends, lodgers and sub tenants living with the tenant will be excluded from the assessment and will not be considered part of the household. Full time students living away from home (i.e. that have left the tenant's home in order to study) will be included as absent household members if they intend to return to the household when their studies are over. If the property is under occupied, in most cases, an alternative property which meets the tenant's needs will be offered (see 4.8 – 4.9). If there is overcrowding,

a further flexible tenancy at the same address will be issued and advice given about making a transfer application, applying for a mutual exchange for a larger property and on any other options, such as space saving solutions.

4.6.5 ***Any disabled adaptations that are no longer needed.***

4.6.6 ***The way the tenancy has been conducted.*** Any proven breaches of the tenancy agreement and agreements to remedy those breaches will be considered.

4.6.7 ***Whether the tenant is in prison.*** The length of the sentence, whether the offence represents a breach of the tenancy agreement and the remaining household occupants.

#### 4.7 **Offering a new flexible tenancy**

Following the outcome of the review meeting, a new flexible tenancy will be offered to all flexible tenants unless any of the circumstances set out in 4.8-4.13 applies (this is with the exception of Non Renewable flexible tenancies which will be ended automatically see 3.8-3.10). The new flexible tenancy will be for a further five years unless any of the circumstances set out in 3.71 applies, in which case a two year flexible tenancy will be offered.

#### 4.8 **Circumstances where a new flexible tenancy may not be offered at the same property**

Where there is under occupation (see 4.6.4), in most cases the tenant will not be offered a new flexible tenancy at the same property and will be offered a property better suited to their needs.

4.9 This policy on under occupation will not be applied inflexibly and it may be appropriate to offer a new flexible tenancy at the same property, for example, where:

- Moving could cause a serious impact on the health of the tenant or another household member
- The property has been adapted for a disabled person and it would be costly and disruptive to reinstate those adaptations at another property
- The tenant is single and is occupying a one bedroom property and their entitlement is for a studio property
- The household will shortly not be under occupying, for example where dependent children will require separate bedrooms in the immediate future.

4.10 Where the property has been adapted for a disabled person that no longer needs the adaptations, or is no longer living in the property (see 4.6.5), in most cases the tenant will be offered a new flexible tenancy at another property better suited to their needs.

- 4.11 This policy with regard to disabled adaptations should not be applied inflexibly and it may be appropriate to offer a new flexible tenancy at the same property where the impact moving could have a serious impact on the health of the tenant or another household member.
- 4.12 Where a new flexible tenancy is not being offered at the same address, the tenant will be offered the opportunity to bid, for a maximum period of six months, for a flexible tenancy at an alternative property, of the size and type needed. Tenants with rent arrears may be allowed to bid only at the discretion of the Estate Director. The bidding period may be extended if there have been no properties to bid for which meet the tenant's needs. If bidding is unsuccessful, one direct offer of accommodation will be made. Any direct offer will take into account where possible, and subject to the availability of properties, of; the tenants' preferences, support networks and any other relevant considerations. Under occupying flexible tenants that are being offered properties at a different address will not be eligible for any Cash Incentive payment relating to under occupation.
- 4.13 Circumstances where no new flexible tenancy may be offered at any property:**

**4.13.1 *There has been a serious or persistent breach of the tenancy agreement.*** The seriousness of the breach will be at a level where it would be deemed reasonable for the City Council to seek possession of the property. Some examples of persistent breaches include a failure to keep to a rent arrears agreement for a sustained period and causing persistent nuisance or anti social behaviour (despite repeated warnings in accordance with the City Council's Anti Social Behaviour Policy). When deciding not to offer a new tenancy at any property, regard will be had to the views of any support agency working with the tenant and their family, the vulnerability of household members and the impact on other household members of not offering any new tenancy. The potential impact which offering another tenancy may have on neighbours and the community will also be considered where the breach of the tenancy agreement relates to nuisance or anti social behaviour.

**4.13.2 *The tenant or member of their household has been convicted of serious housing related anti social behaviour in another court, and the offence meets the criteria to trigger a mandatory Right of Possession***<sup>4</sup>. The government at the time of writing this policy is proposing to create a mandatory Right of Possession in some circumstances. This may therefore become the subject of forthcoming legislation and guidance. This section of the policy will only be implemented if any such guidance is published and the necessary changes to legislation are made.

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<sup>4</sup> The government has proposed that social landlords have a mandatory right of possession where a housing related offence, relating to anti social behaviour, has been committed by the tenant, or a member of their household, and has been proved in another court. Further information on the proposals is at: [www.communities.gov.uk/documents/housing/pdf/2148929.pdf](http://www.communities.gov.uk/documents/housing/pdf/2148929.pdf)

4.13.3 **Exceptional circumstances exist and the tenant has not participated in the review or provided necessary information for the review.** This will only be implemented where it would have been reasonable for the tenant to participate in the review taking into account if the tenant is vulnerable.

4.13.4 The tenant is in prison and 4.13.1 does not apply as the offence does not constitute a serious breach of the tenancy agreement. In these cases the decision not to offer a further tenancy will be made on a case by case basis taking into account; the remaining household occupants, the length of the sentence and any other relevant factors.

#### 4.14 **Ending a flexible tenancy at the end of the fixed term**

The decision not to offer a new flexible tenancy at the end of a tenant's fixed term will be made by the Area Housing Manager following the review (unless the flexible tenancy was granted for a non renewable term (see 3.8 – 3.10 in which case it will be ended automatically). A Notice of Non Renewal will be served at least six months before the tenancy is due to end setting out:

- That the landlord does not propose to grant a further tenancy on expiry of the term
- Why no further tenancy is being granted (if a Non Renewable flexible tenancy was granted this will be stated as the reason why no further flexible tenancy is being granted)
- That the tenant has a right to request a review of the decision and the relevant timescales (see section 5).

4.15 A Notice Requiring Possession will then be served on the tenant giving at least two months notice that possession is required. This can be served at any time until the last day of the tenancy. If the tenant does not move out on the last day of the tenancy, a court order will be applied for to end the tenancy.

4.16 A flexible tenancy can be brought to an end during the tenancy term if one of the terms of the tenancy agreement has been broken and a possession order is granted by a court.

#### 4.17 **Ending the flexible tenancy by the tenant**

Where a tenant wishes to end his/her flexible tenancy he/she must give, at least four weeks written notice to the City Council. The tenancy will then come to an end on the date provided.

## **5. Requests to review decisions about flexible tenancies**

5.1 **This section applies to flexible tenancies only.**

5.2 **Requests to review decisions about the length of a flexible tenancy**

Following an offer to grant a Flexible Tenancy (or service of notice by the City Council on an introductory tenant confirming that their introductory tenancy is to become a flexible tenancy) a tenant or prospective tenant can request a review of the decision on the basis that the length of flexible tenancy does not accord with the Tenancy Policy.

- 5.3 Such a request must be made within 21 days of the tenant or prospective tenant receiving the flexible tenancy offer or notice confirming that their introductory tenancy is to become a flexible tenancy. Late review requests may be considered in exceptional circumstances where it was unreasonable for the review request to have been made sooner. Written review requests can also be accepted from advocates, representatives or support workers of the tenant or prospective tenant with their consent.
- 5.4 The review request must be made in writing. Review requests made by email will be considered written requests. Where tenants, or prospective tenants, make enquiries about reviews by phone, they will be advised how to make a written review request. The request needs to set out why the tenant considers the tenancy length offered does not accord with the Tenancy Policy. It is the City Council's intention that the review will be considered within 21 days unless more information is needed.
- 5.5 The review request should indicate whether the tenant or prospective tenant wishes the review to be considered at an oral hearing.
- 5.6 ***Review without a hearing***  
Where an oral hearing is not requested the tenant or prospective tenant will be invited in writing to make written representations to support their review request and will be given at least 5 days from the receipt of this letter to provide this.
- 5.7 ***Review with an oral hearing***  
Any oral hearing will be carried out in accordance with the Flexible Tenancies (Review Procedures) Regulations 2012. Where an oral hearing has been requested, the tenant or prospective tenant will be notified in writing of the time and date of the hearing, and the hearing will take place at least 5 days after the date of receipt of this letter. Regard will be taken to the tenant or prospective tenant's availability to attend the hearing. The tenant or prospective tenant may be accompanied by a representative. Having regard to all the circumstances (including any explanation offered for the absence), an oral hearing may proceed if the tenant or prospective tenant fails to attend.
- 5.8 If at any time before the day on which the hearing is due to take place the applicant requests a postponement, then the Council may agree to postpone to a later date.
- 5.9 Whilst the review is being considered, the tenant or prospective tenant is expected to move into the property with the tenancy term offered. Any

necessary amendments to the length of the tenancy will be made retrospectively, subject to the outcome of the appeal.

5.10 ***Procedures for the oral hearing***

The hearing will be conducted with the minimal amount of formality and in accordance with any directions given by the person conducting it. At the hearing the applicant may make oral or written representations relevant to the decision under review. The applicant can call persons to give evidence on matters relevant to the decision under review, and put questions to any person who gives evidence at the hearing. The person who made the original decision may be able to attend and participate in the hearing.

5.11 ***The review outcome***

The review outcome, whether made by way of written representations or at an oral hearing, will be determined by an officer of greater seniority than the person who made the original decision. This officer will have had no involvement in making the original decision.

5.12 The reasons for the decision will be set out clearly in writing. The decision maker can decide to:

- Maintain the original decision
- Offer an alternative flexible tenancy term in line with the Tenancy Policy
- Offer a secure tenancy in line with the Tenancy Policy.

5.13 If the original decision is upheld, the tenant will be informed of how they can challenge the reasonableness of the decision either by making a complaint to the Housing Ombudsman or Local Government Ombudsman, or by obtaining independent housing advice on the legal remedies available to them.

5.14 **Requests to review decisions not to offer a new flexible tenancy at the same or another property**

Following the decision not to offer a new flexible tenancy at the same or another address a review of the decision can be requested. The review will consider if the decision not to offer a new flexible tenancy has been taken in accordance with the Tenancy Policy.

5.15 Such a review request must be made within 21 days of the date of the service of the Notice of Non-Renewal indicating that the Council does not propose to grant another tenancy on the expiry of the flexible tenancy. Written review requests can also be accepted from advocates, representatives or support workers of the tenant with their consent. The Localism Act 2011 makes no provision for the acceptance of late reviews. The City Council may in its discretion however retake a decision in exceptional circumstances (see section 11).

5.16 The review request must be made in writing and requests made by email will be considered written requests. Where tenants make enquiries about reviews by phone, they will be advised about how to make a written review request. It is the City Council's intention that the review will be considered within 21

days unless more information is needed to make the decision and the information could not reasonably be obtained within the 21 days.

5.17 The review request should indicate whether the tenant requires the review to be heard by an oral hearing.

5.18 ***Review without a hearing***

These will be carried out in the way described in 5.6.

5.19 ***Review with an oral hearing***

These will be carried out in the way described in 5.7–5.9.

5.20 ***Procedures for the oral hearing***

These will be carried out in the way described in 5.10.

5.21 ***The review outcome***

The review outcome, whether made by way of written representations or at an oral hearing, will be determined by an officer of greater seniority than the person who made the original decision. This officer will not have been involved in making the original decision.

5.22 The reasons for the decision will be set out clearly in writing. The decision maker can decide to:

- Maintain the original decision
- Offer an alternative flexible tenancy term in line with the Tenancy Policy
- Offer a secure tenancy in line with the Tenancy Policy.

5.23 If the original decision is upheld, the tenant will be informed of how they can challenge the reasonableness of the decision either by making a complaint to the Housing Ombudsman or Local Government Ombudsman, or by obtaining independent housing advice on the legal remedies available to them.

<b>6. Advice and assistance where a further flexible tenancy is not being offered</b>
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6.1 **This section applies to flexible tenancies only.**

6.2 The type of advice and assistance given will depend on whether no further flexible tenancy is being offered, or if one is being granted at another property.

6.3 If a further flexible tenancy is being offered at another property from the one where the tenant has been living, advice will include general advice on bidding for another property (unless a direct offer is being made), how long it may take before another property is likely to become available and general advice on moving and what needs to be done to prepare for a move. More detailed advice and assistance can be given to suit individual circumstances particularly where tenants are vulnerable.

- 6.4 If no further flexible tenancy is being offered, a joint approach to advice will be taken across the City Council and will include advice on accessing private rented housing. Where there are children in the household Housing and Children's Services at the City Council may need to be involved.

## **7. Succession, Assignment and Mutual Exchange**

- 7.1 **This section applies to all tenancies (although the legal framework and discretionary policies for secure and flexible tenancies are set out separately)**

7.2 **Succession**

When a tenant dies the tenancy can sometimes be passed on to another member of the family and this is known as succession. There are different succession rights in law for different types of tenancies and this is known as statutory succession. Where there is no legal right to succession in some cases a succession may still be granted. This is known as discretionary succession.

- 7.3 **The legal succession framework for secure tenancies granted before 1<sup>st</sup> April 2012.**

The 1985 Housing Act allows for one statutory succession to either:

- The deceased tenant's spouse or civil partner<sup>5</sup> provided they were residing with the deceased tenant at the time of their death as their only or principal home, *or*
- If there is no such spouse or civil partner residing with the tenant, then the tenancy may vest in a member of the deceased tenant's family (see 7.4) who had been residing with the deceased tenant for twelve months prior to the tenant's death as their only or principal home.

The statutory right to succession applies provided the deceased tenant was not himself/herself a successor. A tenant who became a sole tenant from a joint tenancy is deemed to be a successor<sup>6</sup>.

- 7.4 Family members are defined as; spouses, civil partners, parents, grandparents, children, grandchildren, siblings, uncles, aunts, nephews and nieces. The law does not allow for joint succession, so if there are a number of potential joint successors they need to choose who will take over the tenancy. If they cannot choose, the landlord is able to do so. Where the successor is not a spouse or civil partner but is a member of the family, and

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<sup>5</sup> A person that was living with the tenant as their husband or wife will be treated as their spouse and a person who was living with the tenant as if they were civil partners will be treated as the tenant's civil partner

<sup>6</sup> This may be because one joint tenant died or because a joint tenant assigned the tenancy



the property is too large for them, they can be granted the secure tenancy of a smaller property which meets their needs.

7.5 **The legal succession framework for secure tenancies granted on or after 1<sup>st</sup> April 2012 and for flexible tenants.** The Localism Act 2011 allows one statutory succession to a spouse or civil partner<sup>7</sup> of the deceased tenant, who was living with them at the time of the tenant's death as their only or principal home.

7.6 Where there is a statutory succession to a flexible tenancy, the tenancy will last until the flexible tenancy ends. The offer of a new flexible tenancy will then be considered in line with the Tenancy Policy (see section 4).

7.7 **Statutory succession to a council tenancy**

Any successor will have the same tenancy type as the person who died. Where the property is too big for the statutory successor, and they are not a spouse or a civil partner of the deceased tenant, (see 7.4), the City Council will require the statutory successor to move to an alternative property which meets their needs unless their circumstances are exceptional.

7.8 The family members who will be considered part of the successor's household in order to determine the size of the property needed, will be those that formed part of the deceased tenant's household and were living with the tenant at the time of their death.

7.9 The size of the property offered will be assessed in line with the City Council's Bedroom Standard, or any equivalent adopted standard set out in the Housing Allocation Scheme. The statutory successor can bid for alternative properties for six months after which if no property is selected a direct offer will be made.

7.10 **Discretionary succession**

In certain circumstances if the tenant dies and there has already been one statutory succession at the property, the City Council may offer a discretionary succession under the discretionary succession policy. There are different discretionary succession policies for different types of tenancies and these are set out in 7.11-7.21 inclusive. Where a discretionary succession is agreed a new tenancy will be granted and this will be offered as a flexible tenancy (following the successful completion of an introductory tenancy) unless one of the circumstances in 3.11 applies. The new flexible tenancy may be at the original home or another property.

7.11 **Discretionary succession policy for secure tenancies (this does not apply to flexible tenancies)**

7.12 To be eligible the applicant must:

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<sup>7</sup> A person that was living with the tenant as their husband or wife will be treated as their spouse and a person who was living with the tenant as if they were civil partners will be treated as the tenant's civil partner

- Be a spouse or civil partner of the deceased secure tenant and have lived with them at the time of their death as their only or principal home for a minimum of **one year**; *or*
- If there is no such spouse or civil partner be a family member defined as; partners (people living together as husband and wife or as civil partners), parents, grandparents, adult children, grandchildren and brothers and sisters who have lived with the deceased secure tenant at the time of their death as their only or principal home for a **minimum of five years**. Other City Council tenancies will be taken into account as long as the applicant had lived with the deceased continuously and as their only or principal home.

7.13 Where there is more than one person living in the household who is eligible for a discretionary succession, the City Council expects the household to decide who should benefit. Provided that person meets the criteria outlined here, the City Council will generally respect this choice. However, the final decision regarding which household member should benefit rests with the City Council.

7.14 The discretionary successor may only include the following people as part of their household:

- Co-habiting partners including married, non-married and same sex partners
- Dependent children normally resident with the main applicant parent
- Adult relatives reasonably expected to reside with the main applicant, who moved into the property at the same time as the discretionary successor and who live in the property as their only home.

7.15 If the discretionary successor is a spouse or civil partner, they will be entitled to remain in the original home. All other discretionary successors will only be able to remain in the original home, if it is of the size needed, and this will be assessed under the City Council's Bedroom Standard, or any equivalent standard set out in the Housing Allocation Scheme. If the discretionary successor is required to move they will be able to bid for an alternative property for six months after which one direct offer will be made. If the offer is refused the City Council will start proceedings to repossess the property.

#### 7.16 **Discretionary succession policy for flexible tenancies**

7.17 The policy on discretionary succession only applies to renewable flexible tenancies and does not apply to Non Renewable flexible tenancies (see 3.8 - 3.10. To be eligible to succeed to the flexible tenancy the applicant must:

- 7.17.1 Be a spouse or civil partner of the deceased tenant and have lived with them at the time of their death, as their only or principal home, for a **minimum of one year**, *or*

7.17.2 Be an adult child, brother or sister, or partner (people living together as spouses or civil partners) of the deceased tenant and have lived with them at the time of their death, as their only or principal home for a **minimum of five years**. Other City Council tenancies will be taken into account as long as the applicant lived with the deceased tenant continuously and as their only or principal home.

***and (for both 7.17.1 and 7.17.2)***

**7.17.3 Have priority to be re-housed under the City Council's Housing Allocation Scheme**

7.18 Where the criteria above (7.17.1-7.17.3) are met, a new flexible tenancy will be offered (following the successful completion of an introductory tenancy). This may be at the original home, or another property, depending on the size of property needed which will be assessed under the City Council's Bedroom Standard or any equivalent standard set out in the Housing Allocation Scheme. If a property, other than the original home is offered, the applicant will be able to bid for a period of six months after which one direct offer will be made. Upon expiry of the flexible tenancy a further flexible tenancy may be offered in line with the Tenancy Policy (see section 4).

7.19 Where the criteria in, 7.17.1 or 7.17.2, are met but the criteria in 7.17.3 is **not** met and there is **no priority** to be re-housed under the Housing Allocation Scheme, the applicant will be made one direct offer of a two year **Non Renewable** flexible tenancy. This is intended to provide the applicant with some transitional short term housing following a bereavement, and is in order to help them plan to move. Upon expiry of the two year flexible tenancy, no further tenancy will be offered. The property may be the original home or another property depending on the size of property needed which will be assessed under the City Council's Bedroom Standard or any equivalent standard set out in the Housing Allocation Scheme.

7.20 Where more than one person is eligible for a discretionary succession, the City Council expects the household to decide who should benefit. Provided that the person meets the criteria outlined here, the City Council will generally respect this choice. However, the final decision regarding which household member should benefit rests with the City Council.

7.21 The discretionary successor may only include the following people as part of their household:

- Co-habiting partners included married, non-married and same sex partners
- Dependent children normally resident with the main applicant parent
- Adult relatives reasonably expected to reside with the main applicant, who moved into the property at the same time as the discretionary successor and who live in the property as their only and principal home.

## 7.22 **Assignment**

In certain limited circumstances a secure or flexible tenant can pass on their tenancy to another member of their household during their lifetime. This is known as assignment. An assignment can take place due to statute or as part of the City Council's discretionary policy. Where an assignment takes place all the rights and responsibilities of the tenancy are passed from the original tenant (the 'assignor') to the new tenant (the 'assignee'). The original tenant no longer has any rights or responsibilities whatsoever in relation to the property.

## 7.23 **The legal framework for the assignment of secure and flexible tenancies**

The 1985 Housing Act allows secure and flexible tenancies to be assigned to another person in certain limited circumstances, and this is known as a statutory assignment. There are three ways in which a secure or flexible tenancy can be assigned and these are where:

- It is to a potential statutory or discretionary successor
- It relates to a court order
- It is by way of a mutual exchange.

## 7.24 **An assignment to a potential statutory successor**

A tenancy can be assigned to a person who could have succeeded to the tenancy in law, if the tenant had died immediately before the assignment. This will be different for secure and flexible tenancies. The circumstances when this can occur are set out in 7.3 - 7.6. As there can only be one statutory succession in law, a statutory assignment cannot be agreed if the tenant assigning the property was himself/herself a successor. The approach to property size for the proposed assignee will be the same as that set out in 7.7 – 7.9.

## 7.25 **An assignment to a potential discretionary successor**

In some circumstances where a statutory assignment is not permitted a discretionary assignment may be agreed with the City Council's consent.

## 7.26 **Discretionary assignment for secure tenants (this does not apply to flexible tenancies)**

A discretionary assignment may be agreed where:

- A statutory assignment cannot take place because although all other conditions are met the tenant wishing to assign is already a successor

*or*

Although all other conditions are met, consent to a statutory assignment has been refused on the basis that it would lead to under occupation of the property

*and*

- The tenant assigning the tenancy will not remain in the premises afterwards.

7.27 Only certain people may qualify for a discretionary assignment and these are:

- Spouses & civil partners of the secure tenant that have been living with them for at least one year before the assignment request

*or*

- Partners, parents, grandparents, children, grandchildren, brothers and sisters of the tenant that were living with them for five years before the assignment request.

7.28 Subject to the above criteria being met (in 7.26 and 7.27) a discretionary assignment will only be agreed in exceptional circumstances for example where the tenant enters long-term residential care leaving a family member in occupation.

7.29 If a discretionary assignment is agreed, the new tenancy offered will be a flexible tenancy unless the assignee meets one of the criteria in 3.11. The tenancy may be at the address where the assignee has been living, or another property depending on the size of property needed which will be assessed under the City Council's Bedroom Standard or any equivalent standard set out in the Housing Allocation Scheme the Allocation Scheme.

7.30 To determine the size of property needed only the following family members will be considered part of the discretionary assignee's household:

- Dependent children normally resident with the main applicant parent
- Co-habiting partners included married, non-married and same sex partners
- Adult relatives reasonably expected to reside with the main applicant, who moved into the property at the same time as the discretionary assignee and who live in the property as their only and principal home.

7.31 **Discretionary assignment for flexible tenants**

This policy does not apply to Non Renewable flexible tenancies (see 3.8 - 3.10). In exceptional circumstances where consent for a statutory assignment is refused a discretionary assignment of the flexible tenancy may be agreed where:

- A statutory assignment cannot take place because although all other conditions are met the tenant wishing to assign is already a successor

*or*

- Although all other conditions are met, consent to the statutory assignment has been refused on the basis that it would lead to under occupation of the property

*and*

- The tenant assigning the tenancy will not remain in the premises afterwards.

7.32 Only certain people may qualify for a discretionary assignment and these are:

- The spouse or civil partner of the tenant who has lived with the assignor at the time of the assignment application as their main home, for a **minimum of one year**

*or*

- The adult child, brother or sister, or partner (people living together as spouses or civil partners) of the tenant who has lived with the assignor at the time of the assignment application, as their main home for a **minimum of five years**

***and (for both of the above)***

- **The person in question has priority to be re-housed under the City Council's Housing Allocation Scheme**

7.33 Subject to the above criteria being met, a discretionary assignment of a flexible tenancy will only be agreed in exceptional circumstances. An example of where this may apply is where the tenant enters long-term residential care leaving a family member in occupation.

7.34 If an assignment is agreed a new tenancy will be offered which will be a flexible tenancy unless the assignee meets one of the criteria in 3.11. The tenancy may be at the address where the assignee has been living, or another property depending on the size of property needed. This will be assessed under the City Council's Bedroom Standard or any equivalent standard set out in the Housing Allocation Scheme. To determine the size of property needed the following family members will be considered part of the discretionary assignee's household:

- Co-habiting partners included married, non-married and same sex partners
- Dependent children normally resident with the main applicant parent
- Adult relatives reasonably expected to reside with the main applicant, who moved into the property at the same time as the discretionary assignee and who live in the property as their only and principal home.

**7.35 Assignment by way of a court order**

Transfers of tenancies can be ordered in some circumstances under the; Family Law Act 1996, Matrimonial and Family Proceedings Act 1984, under Schedule 1 of the Children Act 1989, Matrimonial Causes Act 1973 and Civil Partnership Act 2004.

**7.36 Assignment by way of a Mutual Exchange**

Council tenants are able to exchange their homes with another council tenant, or another tenant of an approved landlord in specific circumstances and with the City Council's consent. There are different arrangements for exchanges for different tenancies.

7.37 City Council tenants can apply to exchange with tenants of the following approved landlords:

- The City Council
- Another local authority
- The Housing Corporation
- A private registered provider (i.e. a housing association)
- A Charitable Housing Trust.

**7.38 Exchanges between secure tenants or between secure and assured tenants**

The Housing Act 1985 enables these exchanges by way of assignment (see 7.22 – 7.23), as long as both tenants are tenants of approved landlords (see 7.37). The mutual exchange is a reciprocal agreement between the two tenants and all the rights and responsibilities of the tenancy are transferred.

7.39 Consent to exchange may only be withheld by the City Council on statutory grounds detailed in the Housing Act 1985, Schedule 3. These include where:

- The accommodation is larger than is reasonably required by the proposed assignee. The City Council's policy allows tenants participating in a mutual exchange to move to a property with one bedroom in excess of what they would be offered under the Council's Housing Allocation Scheme. This is with the exception of single people wishing to exchange to a two bedroom property, as in most cases the property would be considered larger than they need although the individual circumstances of each case will be considered
- The accommodation is not "reasonably suitable" to meet the needs of the proposed assignee and their family. In assessing suitability the City Council will consider if the proposed assignee would be overcrowded under the Housing Allocation Scheme.
- The property has design features that are substantially different from those of an ordinary home, and is designed for occupation by a physically disabled person, that would not be living at the property if the assignment took place

- Certain court orders are in force or legal action is being taken for anti social behaviour.
- 7.40 Consent cannot be refused due to rent arrears, however in most cases where there are rent arrears the City Council's consent will be conditional on the rent arrears being cleared before the exchange can go ahead.
- 7.41 The City Council will comply with the statutory 42 day time limit for processing mutual exchange applications from the date of receiving all the required information.
- 7.42 **Exchanges between two flexible tenancies**  
The Housing Act 1985 enables flexible tenants to exchange properties by way of assignment as long as both flexible tenants are tenants of approved landlords (see 7.37) and the tenancies have not come to an end. Consent can only be withheld in the circumstances summarised in 7.39 and applications will be dealt with as set out above in 7.41.
- 7.43 The mutual exchange is a reciprocal agreement between the two tenants and all the rights and responsibilities and the length of each tenancy are transferred. The flexible tenancy will be renewed in line with the tenancy policy.
- 7.44 **Exchanges between secure tenancies created before 1<sup>st</sup> April 2012 and flexible or fixed term tenancies<sup>8</sup>**  
The Localism Act 2011 created a different procedure where tenants of an approved landlord (see 7.37) want to exchange, and one is a secure tenant (created before 1<sup>st</sup> April 2012) and one is a flexible or fixed term tenant. In these circumstances both tenants can make a written request to their landlords asking for consent to a mutual exchange. Upon exchange each tenant will surrender their existing tenancy and be offered a new tenancy at each other's property.
- 7.45 Where agreement is given an existing secure tenant will be given a new secure tenancy and any fixed term or flexible tenant will be given a new flexible tenancy in line with the Tenancy Policy i.e. a tenant will not lose his/her security of tenure as a result of the exchange.
- 7.46 Consent can only be withheld on one or more grounds set out in Schedule 14 of the Localism Act 2011. The grounds for withholding consent include where:
- The rent has not been paid
  - An obligation of the tenancy has been broken
  - Possession proceedings are being sought or a possession order has been granted
  - The accommodation is larger than is needed or is not suitable for the needs of the proposed tenant. The City Council's policy allows tenants participating in a mutual exchange to move to a property with one

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<sup>8</sup>Some private registered providers or housing associations are offering fixed term tenancies



bedroom in excess of what they would be offered under the Council's Housing Allocation Scheme. This is with the exception of single people wishing to exchange to a two bedroom property, as in most cases the property would be considered larger than they need, although the individual circumstances of each case will be considered.

**7.47 Exchanges between secure tenancies created after 1<sup>st</sup> April 2012 and flexible or fixed term tenancies**

The Housing Act 1985 enables secure tenants with tenancies created after 1<sup>st</sup> April 2012 to exchange with flexible tenants of approved landlords (see 7.37) by way of an assignment. The mutual exchange is a reciprocal agreement between two tenants and all the rights and responsibilities and the length of the flexible tenancy are transferred.

7.48 Consent to exchange may only be withheld by the City Council on statutory grounds detailed in the Housing Act 1985, Schedule 3 and summarised above in 7.39. Applications will be dealt with in the same way set out in 7.41.

7.49 Where the above tenants are both City Council tenants, and want to exchange, but decide not to as it would mean the secure tenant would become a flexible tenant and so result in a downgrading of their security of tenure, the City Council may offer both tenants, on a discretionary basis, the option to make a written request to agree to each surrendering their existing tenancy, on the condition that they are offered a new tenancy at each other's property. In these circumstances consent will only be withheld if one of the grounds summarised in 7.39 or 7.46 applies. Where these exchanges are agreed, the secure tenant will be offered a new secure tenancy and the flexible tenant a new flexible tenancy.

**7.50 Exchanges between introductory tenants and secure or flexible tenants of the City Council**

The law does not allow an introductory tenancy to be assigned by way of mutual exchange. However, if a secure or flexible tenant and an introductory tenant want to exchange, the City Council may offer both tenants, on a discretionary basis, the option to make a written request to agree to each surrendering their existing tenancy on the condition that they are offered a new tenancy at each other's property. These types of arrangements will be agreed where the exchange makes the best use of the City Council's housing stock and none of the grounds summarised in 7.39 or 7.46 apply. Where this is agreed the new tenancy offered will be of the same type as the previous tenancy.

**7.51 Rents and exchanges**

Where an exchange takes place by way of an assignment the same rent as before will be charged at each property. Where an exchange takes place by one tenancy being ended and a new one being offered, target rent will be charged<sup>9</sup>.

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<sup>9</sup> A target rent is the one charged to new tenants based on a national formula.

## 8. Rent increases

### 8.1 Pay to Stay

The government has consulted on a national Pay to Stay scheme which proposed that a market rent, or 80% of a market rent, should be charged to social housing tenants with high incomes. The consultation asked for views on different options when rent should be increased, and suggested it could be where the combined income of the two highest earners in the household is £60k, £80k or £100k.

8.2 Legislative changes are needed for Pay to Stay to be implemented for secure tenancies in order to make it a requirement for tenants to disclose income information. Subject to further details about any final scheme, it is the City Council's intention to participate in the Pay to Stay scheme and the Tenancy Policy may be reviewed in light of any final scheme.

### 8.3 This section onwards applies to flexible tenancies only

Subject to the Tenancy Policy not being reviewed in light of the Pay to Stay scheme rent increases will be applied to flexible tenancies where it is identified at the review meeting, that the combined income of the tenant, their spouse, civil partner or partner<sup>10</sup> exceeds the following thresholds:

- £66,000 for households living in properties of up to 2 bedrooms
- £80,000 for households living in properties of 3 bedrooms or more.

8.4 Capital assets will be included in the income calculation and be assumed to generate income.

8.5 These thresholds are subject to review and are the thresholds above which households are not eligible for affordable housing in London through the London Mayor's Intermediate Housing Service<sup>11</sup>.

8.6 Rent will be increased to a market rent. Where a market rent exceeds 40% of the net income of the tenant and their spouse, civil partner or partner, the rent charged will be capped at 40% of their net income<sup>12</sup>.

8.7 Rent increases under this policy will be phased in and the tenant will be given reasonable notice of the increase. The rent level will be reviewed and reassessed annually, to take into account any changes to the income of the tenant and their spouse, civil partner or partner. Rents will revert to social rents if income falls below the income thresholds.

8.8 Any revenue generated from these rent increases will be reinvested into the development of new affordable housing supply.

<sup>10</sup> Partners are defined as people living together as spouses or civil partners

<sup>11</sup> [www.firststepslondon.org/eligibility.asp](http://www.firststepslondon.org/eligibility.asp)

<sup>12</sup> This is in line with the London Mayor's Draft Supplementary Planning Guidance which suggests as a guide that affordable housing costs should not be more than 40% of net income<sup>12</sup>.

## **9. Communicating flexible tenancies**

### **9.1 This section applies to all tenancies.**

- 9.2 Flexible tenancies are a big cultural change from a tenancy 'for life'. New flexible tenants will be made aware of these changes when bidding, at sign up and at any opportunities throughout the tenancy. They will also be advised that the City Council expects that in the majority of cases a new flexible tenancy will be offered when their existing tenancy expires. This will help people to feel settled in their homes, which is particularly important to provide stability for vulnerable people and those with families.
- 9.3 It is important that tenants fully understand when a new flexible tenancy will not be offered, and the reasons for this, so it does not come as a surprise. The terms of the tenancy will be clearly communicated in an accessible way throughout the tenancy, in face to face meetings and in correspondence with the tenant and also through publications and at estate offices.
- 9.4 Secure tenants will also be made aware of these changes and of the Tenancy Policy so they understand that these changes will generally not affect them.
- 9.5 Advice and support agencies will be informed about the Tenancy Policy so they are well placed to give advice to their customers.

## **10. Approach to tenancy management**

### **10.1 This section applies to all tenancies.**

- 10.2 The City Council has over 11,500 social rented properties and is committed to ensuring that tenants are well informed about their rights, responsibilities and how to access services. A wide range of information is available to them including; a tenant's handbook, a range of leaflets, information on the website and regular newsletters.
- 10.3 Residents are informed of the issues which affect them and their homes and communities. CityWest Homes work to ensure residents have a proper say in decision making.
- 10.4 The City Council has an Anti Social Behaviour Policy and anti-social behaviour teams to advise specifically on nuisance and crime. The teams work closely with the police and other agencies to ensure that problems are investigated and where appropriate legal action is taken in line with the policy, to protect other residents.
- 10.5 Every effort is made to support tenants to sustain their tenancies and this includes working closely with support workers in some cases and assisting

tenants to manage their finances through providing access to benefit, money and debt advice. The City Council also aims to provide tenants with low cost services such as energy and to link tenants to employment and training advice.

- 10.6 New tenants are advised at the outset of what is expected of them throughout their tenancy and early visits are carried out to ensure they have settled into their new home and to provide more detailed information on available services.
- 10.7 Tenants can become vulnerable at any point in their tenancy for a number of reasons such as illness, age or financial difficulties and there are measures in place to help identify them and link them with support. Both frontline staff and contractors are trained in this area
- 10.8 Ending a tenancy and seeking possession for a breach of tenancy conditions is always a last resort, and is only ever considered after all available support has been offered but has been declined or failed. Even once possession is being pursued, support will continue to be offered. Throughout any possession proceedings tenants are clearly advised of the seriousness of the situation and of their legal rights.
- 10.9 **Preventing tenancy fraud**  
The City Council takes tenancy fraud seriously, not only because it can result in the unlawful occupation of council housing, but also because it deprives legitimate applicants of a home and results in them staying in costly temporary accommodation. Robust processes are in place to identify tenancy fraud such as a fraud hotline, regular tenancy checks, ensuring tenants understand the responsibilities of their tenancy, raising awareness amongst tenants and the community (through newsletters and articles) and pro active exercises are carried out such as data matching.
- 10.10 Maintaining direct contact with residents through local estate offices helps to address tenancy fraud as it builds links with tenants and knowledge of people living in council homes.
- 10.11 Full use is made of the range of legal mechanisms available to take action in cases of tenancy fraud such as the use of the Fraud Act (which has criminal penalties and can act as a deterrent) and it is intended to make full use, where appropriate, of the Social Housing Fraud Act 2013 which makes tenancy fraud a criminal offence. Prosecutions under the legislation will be widely publicised
- 10.12 A partnership approach to tackling tenancy fraud is taken which involves working with other social landlords and other bodies to share good practice and learn from their experiences and to undertake joint exercises where possible.

## **11. Exceptional circumstances**

- 11.1 There may be limited circumstances when the Director of Housing, or duly delegated persons, may exercise discretion in relation to the Tenancy Policy due to exceptional circumstances, and will do this by taking into account all the relevant circumstances including the demand for and supply of accommodation and the general housing circumstances within the City of Westminster.

## **12. Reviewing the Tenancy Policy**

- 12.1 This Tenancy Policy will be subject to regular review and any changes will be agreed with the Cabinet Member for Housing and Property. Any significant changes will be consulted on and an impact assessment completed.
- 12.2 The full impact of the Tenancy Policy on different groups of people with protected characteristics<sup>13</sup> under the Equality Act 2010 will not be known until the first tenancies are reviewed. An annual impact assessment on different groups of people will however be carried out using any available information to monitor any impacts.

## **13. Complaints**

13. Complaints about the Tenancy Policy can be made under the City Council's Complaints Procure or the CityWest Homes Complaints Procedure.

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<sup>13</sup> People have protected characteristics due to their: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and sex. These groups are protected under equalities legislation

## 14. Glossary

### **Affordable Rent tenancy**

Affordable rent tenancies are normally offered by private registered providers (housing associations) and are normally let for a fixed term. Rents are higher than social rents and can be up to 80% of market rents.

### **Assignor**

The person that is transferring, or passing their tenancy, which includes all the rights and responsibilities of that tenancy (including the tenancy length) to another person.

### **Assignee**

The person to whom the tenancy referred to above is transferred.

### **Fixed term tenancy**

A private registered provider or housing association tenancy that can be let on a fixed term for a minimum of two years.

### **Flexible tenancy**

A local authority tenancy which can be let on a fixed term for a minimum of two years. During the fixed term, the tenancy can only be ended with a court order if one of the obligations of the tenancy agreement is broken, and the local authority would need to prove in court that it was reasonable to repossess the property. At the end of the fixed term the local authority still needs a court order to repossess the property but the court must grant the order provided the local authority has served the correct notices and has decided not to renew the tenancy in line with its tenancy policy.

### **Housing Allocation Scheme**

The City Council's policy on the allocation of housing for those that have applied and are eligible under the Housing Act 1996. It sets out who is eligible for housing, who can be included on the application and who has priority for housing.

### **Introductory tenancy**

A trial tenancy which is for 12 months prior to a longer tenancy being offered. At the end of the 12 months the introductory tenancy can either become a flexible or a secure tenancy, or the introductory tenancy can be extended for another six months. Introductory tenants have similar rights to secure tenants but the tenancy can be ended much more easily if the terms of the tenancy are broken. A court order is needed to end the tenancy but the landlord does not have to prove good reasons for ending the tenancy and only needs to demonstrate that the proper procedures for taking possession have been followed.

### **Intermediate housing**

Housing for people that cannot afford market housing but do not qualify for social housing. There are different intermediate housing products, which may include low cost home ownership products or discounted rental schemes. The eligibility criteria

for intermediate housing products in London is set down by the London Mayor (called First Steps Housing).

**Secure tenancy**

A tenancy that can only be brought to an end by the landlord by a court order and an order will only be granted by the court if one of the statutory grounds for possession is made out and other statutory tests are met.

**Vulnerability**

There is no single definition of vulnerability and it is assessed on a case by case basis which involves a holistic view of a tenant's circumstances.