

LAMBETH & SOUTHWARK HOUSING ASSOCIATION

LSHA ALLOCATIONS AND LETTINGS POLICY

PROCESS & PROCEDURE

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1 POLICY STATEMENT

- 1.1 Lambeth and Southwark Housing Association (LSHA) aims to be a landlord of first choice. We aim to provide good quality housing in areas and communities where people want to live and that we can all be proud of. This Lettings Policy sets out how we achieve that, guiding us to allocate our homes fairly, responsibly, and effectively.
- 1.2 LSHA takes our responsibilities seriously, we actively assist local authorities in carrying out their statutory duties, including by: letting properties through partnership with local authorities through established choice based lettings (CBL) schemes or nomination agreements; and agreeing local-lettings policies to promote sustainable communities.

2 SCOPE

- 2.1 This policy will apply to all transferring Tenants and new applicants who apply to live in homes owned or managed by LSHA. It sets out the process LSHA will take to let homes appropriately, safely and in a transparent process. It covers how LSHA will advertise vacant homes, process applications and allocate tenancies. This policy does not include the Voids process (ending tenancies).

3 ROLES AND RESPONSIBILITIES

- 3.1 The Head of Operations is responsible for the ensuring this policy remains up to date, compliant with legislation and aligned with regulatory requirements and good practice. Also, for overseeing all Staff involved with this policy, ensuring they are trained and follow procedures consistently and efficiently.
- 3.2 The Head of Operations is responsible for approving completed Letting Forms and Void Property Forms, completed by officers.
- 3.3 The Neighbourhood team is responsible for:
 - advertising available homes and promptly managing listings
 - receiving nominations
 - processing applications
 - carrying out eligibility checks, affordability checks and references
 - completing all sign up and tenancy paperwork
 - providing clear guidance and advice to managing a tenancy
 - explaining Tenant responsibilities including contents insurance, council tax and utilities
 - ensuing fair and transparent allocation of property in line with this policy



- 3.4 The Finance Team are responsible for:
- Setting up new Tenants on Pyramid / CRM
 - Receiving and processing deposits for key worker properties
- 3.5 The Maintenance Manager is responsible for ensuring that all void work is complete and all necessary compliance certificates and inspections have been obtained and are available prior to letting.
- 3.6 Tenants and applicants are responsible for providing accurate, up to date and honest information. Withholding, or falsifying or misrepresenting information may lead to a cancellation of the Tenants application or legal action to terminate their tenancy,

4 LEGISLATION, GUIDANCE AND REGULATORY STANDARDS

- Housing Acts 1985, 1988, and 1996
- Equality Act 2010
- Immigration Act 2014 and 2016
- Localism Act 2011
- Regulatory Framework for Social Housing in England – Tenancy Standard - Consumer Standards 2024
- Human Rights Act 1998
- Social Housing Regulation Act 2023
- Anti-social Behaviour Crime and Policing Act 2014

5 APPROACH TO LETTINGS

- 5.1 LSHA is committed to a fair and transparent approach to letting our homes. Our aim is to balance the needs of individual Tenants with our responsibility to make the best use of our housing stock and support sustainable communities.
- 5.2 When letting homes LSHA will:
- Aim to support potential Tenants through our letting process easily and efficiently
 - Tailor our approach to meet the needs of the Tenant, including working with their support agencies and advocates
 - Let our homes on a priority based on needs. Although LSHA will maximise the use of our local authority nomination agreements to ensure our homes are let quickly and to those in greatest need, we will also give priority to existing LSHA Tenants who we've asked to move because their home is being disposed of or redeveloped
 - Consider LSHA Tenants as a priority where their existing home is underoccupied, overcrowded or experiencing domestic abuse.
 - Enable mutual exchanges and provide free subscription for all qualifying existing Tenants to a national home swap service
 - Provide support to help residents find suitable alternative housing if they've succeeded to a home that's larger than they need (See Succession Policy)
 - Work with local authority aim to match already adapted homes to Tenants in need of those adaptations
 - Work with local authorities and other stakeholders to develop local lettings plans (LLPs) to improve access to housing and create sustainable communities
 - LSHA will not let a property to existing Tenants or potential applicants that would result in overcrowding, under-occupation, ensuring each home is suitable for the household's size and needs in line with registered household size and need, following the bedroom entitlement criteria set out in Appendix 1.
 - Only let a home to an employee or their relatives following completion of a declarations of interest form. The signed authority of the Chief Executive must be obtained for Staff or members of the family and from the Chair for Board Members or their relatives before a formal offer is made.

5.3 Advertising and seeking nominations

5.3.1 For our social and affordable rented homes, LSHA will

- Advertise and let the majority of our homes to people who have bid via Choice Based Lettings or been nominated by local authorities and other statutory agencies
- Choose the most appropriate advertising channel to let our homes where we have nomination rights

5.4 For our Key Worker homes, LSHA will:

- Advertise and let our properties through a range of advertising channels
- Let each home to the most suitable applicant, ensuring that both right to rent and financial assessment criteria are fully met, and the property is affordable to the applicant
- ensure applicants meet any applicable income threshold requirements and are in full time employment in any service determined to be of 'Key Worker' Status. (Appendix 2)

5.5 Bedroom Entitlement

5.5.1 LSHA will allocate homes according to bedroom need to make best use of our housing stock and avoid under occupying. LSHA will apply the Local Housing Allowance (LHA) size criteria to bedroom need. (see Appendix 1)

5.6 Exceptional Circumstances

5.6.1 In exceptional circumstances, LSHA may approve lettings outside of the standard process. Any such decisions will be made at the discretion of a Head of Operations, with the reasons for the decision clearly documented.

5.6.2 We apply clear criteria to determine the size of home offered to each household type—for example, a single person, couple, or family. Further details can be found in the Bedroom Entitlement appendix to this policy.

5.6.3 LSHA reserves the right to refuse an application where there are valid grounds to do so.

5.6.4 The specific circumstances under which we may refuse a letting are outlined in the Lettings Grounds for Refusal (Appendix 3).





5.7 Offering a Tenancy

5.7.1 Before any offer of a tenancy, LSHA will:

- Seek references
- Where there is more than one applicant or competing priorities, LSHA will assess the need of potential Tenants based on the allocation of points (Appendix 4)
- Require information about the main applicant/tenant and everyone in their household, including income and finances to ensure the home is affordable and that it meets the needs of the household
- Make sure the home is suitable for the Tenant and that the household meets the lettings criteria
- Provide an opportunity to view the home, (only in exceptional circumstance we may consider a virtual viewing), which could include photographs, a video walk through and room measurements before expecting an applicant to accept our offer
- Require proof of identity for everyone who will be living in the home. This will include photo ID like a passport or driving licence
- Take and keep a photograph of new Tenants when they move in to help prevent tenancy fraud and ensure the home is occupied by the people on the tenancy agreement
- Carry out a right to rent check for everyone in the household aged 18 or over. This is a legal requirement to confirm that each adult has the right to rent a home in the UK
- Make sure every home is let in a safe, clean condition and meets our Empty Home Standard
- Explain the rights and responsibilities of being an LSHA Tenant so they know what to expect from LSHA and what LSHA expects from them
- Require an advance rent payment before signing the tenancy agreement. This is in line with the terms of your tenancy and helps cover the first rent payment
- For applicants not receiving full Housing Benefit or the housing element of Universal Credit, LSHA may carry out an independent income assessment, based on the Standard Financial Statement, to provide a clear and consistent view of the household finances. This helps LSHA assess whether the rent and any service charges are affordable and can also identify if the applicant may be entitled to additional benefits or financial support. If the assessment indicates the tenancy is likely to be unsustainable, LSHA may decide not to proceed with the offer, in line with our Grounds for Refusal (Appendix 3).



5.8 Support and Advice

5.8.1 For all LSHA Tenants we will:

- Provide advice and guidance on accessing housing, including support with the application and bidding process when needed
- Provide detailed information on becoming a LSHA Tenant and holding a tenancy with us, the service we offer and the support available
- Offer translation services to support Tenants who do not speak English as their first language, as well as alternative formats such as large print and audio versions for those who have difficulties with written English or other communication needs
- Work closely with applicants, Tenants and partner agencies to identify any vulnerability or support needs and appropriate support packages are in place to ensure the Tenant can sustain their tenancy.

5.8.2 LSHA does not directly provide care or support services.

6 EXCLUSIONS

6.1 In order to maintain sustainable communities LSHA reserves the right not to offer a home to:

- Anyone with a recent history of anti-social behaviour or neighbour nuisance; or damaging a landlord's property or anyone with an undischarged County Court judgement for debt.
- Anyone with previous criminal convictions, which would make the allocation inappropriate.
- Anyone in serious rent arrears with another landlord who cannot demonstrate that they have made an agreement to pay the arrears and have been maintaining the agreement for a period of at least six months
- Someone who has unreasonably refused offers of similar accommodation.
- Applicants previously evicted by LSHA for Anti-social behaviour or for arrears less than 6 years ago unless the debt is repaid in full at the point of the offer being made.
- Previous LSHA Tenants who have been convicted of tenancy fraud.

6.2 These are the circumstances in which a tenancy may from time to time be offered to an applicant outside the normal lettings procedures. These are:

- Where a move is necessary for operational reasons
- When a tenancy has ended due to the death of a Tenant or due to the Tenant needing to move into residential or other supported housing and someone who has been living with them will as a result be made homeless
- When a Tenant is experiencing severe financial hardship because of the benefit cap or under occupancy rules introduced through welfare reform and moving to a smaller property would help their financial situation
- When a local authority choice based lettings cycle has failed three times, we will let the property direct through other means, such as local estate agents, to a household whose total income is at a level that would prohibit them from successfully securing accommodation in the local market.

6.3 In these cases, special criteria apply to ensure that we maintain fairness and that other potential applicants are not unreasonably disadvantaged.

6.4 Lodgers and Subletting

6.4.1 LSHA does not allow Tenants to sublet their homes. This is a breach of their tenancy agreement and will result in LSHA taking action against them, up to and including eviction. It may also be tenancy fraud, which is illegal.

6.4.2 Households may take in a lodger (subject to receiving permission in writing). Lodging is covered in our Lodgers and Subletting procedure, available on request.



7 MANAGEMENT MOVES

- 7.1 Management moves refer to occasions where LSHA may offer or need to make an internal move to Tenants experiencing serious harm, violence or harassment in their current homes, their current home is no longer suitable or requires major works.
- 7.2 With the exception of Tenants whose reason for requiring a move are due to the size of the property (i.e. they are either upsizing or downsizing) any property directly offered will have the same number of bedrooms as the Tenant's existing home, unless this will cause the household to be under occupying by more than one bedroom or over occupying in accordance with the Housing Act 1985 Part 10 as set out above.
- 7.3 Tenants accepted for a management move must demonstrate that they are also on the local housing register and have registered for a mutual exchange. LSHA will not prioritise a Tenant accepted for a management move over the requirements set out in local nominations agreements. Any direct offer must not breach any other requirements such as local connection criteria. We normally only accept applications for a management move from Tenants whose tenancy record is satisfactory and not subject to court orders, convicted or engaged in on going ASB or tenancy fraud
- 7.4 Applications for management moves will be reviewed on an annual basis, to see if the applicant's circumstances have changed and whether a move to an alternative property is still required. Where the reasons for the application being accepted no longer apply, then the application will be cancelled.
- 7.5 Tenants accepted for a management move will be given one reasonable offer of accommodation. Where this is refused the application will be cancelled and no further application will be considered for a minimum of 12 months from the date the offer is refused. The applications, assessment and lettings procedures for management moves will be the same as those for new applicants for rented homes.
- 7.6 Tenants who are ineligible for rehousing via the local authority housing register due to income levels will not be accepted for a management move.
- 7.7 In the event that we have more than one household accepted for a management move for the same location and property type, priority will normally be in date order from the date the application for a management move has been accepted. The only exception to this is where there is a risk to life for one of the Tenants or a member of their household by leaving them in their current accommodation. This risk must be specifically confirmed in writing by a suitable professional. A generic recommendation will not suffice.



8 MUTUAL EXCHANGES

- 8.1 LSHA will allow Tenants to exchange homes with Tenants of local authorities or other registered social landlords if:
- Our current Tenant is complying with the obligation to pay their rent
 - Both landlords approve the exchange in writing
 - Both landlords agree the date for the exchange in writing
- 8.2 LSHA will refuse consent to an exchange if the incoming Tenant qualifies under any of the grounds for withholding consent listed in Schedule 3 to the Housing Act 1985, including:
- The existence of a court order to evict the Tenant
 - The Tenant's landlord has served notice of proceedings for possession
 - The accommodation is either substantially larger than the household needs (one spare bedroom is allowed) or is too small and would be overcrowded
 - The landlord is a charity, and the proposed new Tenant would not qualify for help from that charity
 - The property has been adapted for, or has special facilities for, or is provided for specific groups of people and the proposed new Tenant does not qualify for such accommodation
- 8.3 LSHA subscribes to Homeswapper, a national organisation which allows Tenants of social rented landlords to find partners for mutual exchanges. We publicise this to our Tenants. Exchanges set up through Homeswapper are subject to the eligibility criteria in this Policy.

9 SUCCESSION

- 9.1 Succession is the transfer of a tenancy (not a property) to a qualifying person following the death of a Tenant. When a Tenant dies, we will investigate and respond promptly and sensitively to applications for succession. The succession Policy allows for only one single right of succession to a tenancy. Where there is an existing joint Tenant that person automatically becomes the sole Tenant through succession. If there is no existing joint Tenant statutory succession will apply in the first instance and over any other claim. We will consider granting a new tenancy through Succession if the applicant:
- Is the deceased Tenant's partner or immediate family member or carer or
 - Has taken on the responsibility for the deceased Tenant's child or children; and has been living in the property as their principal home for over 12 months.
- 9.2 When exercising discretion under this policy we will take account of:
- The relationship between the proposed successor and the deceased Tenant
 - The length of time the applicant has been resident
 - The applicant's eligibility to apply for alternative accommodation
 - The applicant's housing need
 - The size of the property and whether it would be under or over occupied
 - Whether the property has any adaptations or services which are not needed by the applicant
 - Whether refusing to grant a new tenancy would cause any undue hardship or distress.
- 9.3 Please refer to our Succession Policy and Procedure for full details.

10 APPEALS

- 10.1 Anyone who is dissatisfied with the service we provide or a decision we make, can submit an appeal. The appeal will be dealt with by the Head of Operations and no further right of appeal will be available. The aim is to review the allocation process and ensure it adhered to our policies and procedures and to establish (where necessary) whether the original decision was correct and/or reasonable.





11 GARAGE AND SHEDS

- 11.1 Garage and shed are rented separately to the tenancy. They are let on a separate agreement that the Tenants agree to pay. The use of a garage or shed does not form any part of the tenancy agreement.
- 11.2 Garage and sheds will only be rented in the first instance to Tenants of that property. If there is no interest, they may be let to LSHA Tenants in the immediate area. Only by exception will they be let to non-tenants and only with approval by the Head of Operations.
- 11.3 See Appendix 5 for use of Garage / Sheds

12 RELATED DOCUMENTS AND POLICIES

- Tenancy Agreements
- Tenancy Policy
- Mutual Exchange Policy
- Succession Policy
- Domestic Abuse Policy
- Decant Policy
- Voids Policy

13 TENANT ENGAGEMENT

- 13.1 This policy has been presented to the Tenant Group for consideration and consultation. Their views and comments have been considered and changes made where appropriate.

14 REVIEW

- 14.1 This policy will be reviewed every three years, or more frequently as required following any significant incidents, changes in legislation, good practice or other associated regulations.

**Author: Steve Hickman-Brown,
Head of Operations
Revised Policy**



APPENDIX 1: BEDROOM ENTITLEMENT

- 1.0** When letting our homes LSHA will allocate void properties according to bedroom need to make best use of housing stock and avoid under occupying. We will apply the Local Housing Allowance (LHA) size criteria to bedroom need.
- 2.0** The Local Housing Allowance bedroom criteria allow one bedroom for each of the following:
- Adult couple
 - Any other adult (aged 16 or over)
 - Two children of the same sex under the age of 16
 - Two children under 10 regardless of sex
 - Any other child (other than a foster child or child whose main home is elsewhere)
- 3.0** Below shows the size of property a household can be considered for:

Circumstances	Studio	1 bed	2 bed	3 bed	4 bed	5 bed
Single Applicant	X	X				
Couple (for a two bed property see 4.5 below)		X	X			
Two people not in a relationship			X			
Parent / Couple with 1 child or pregnant *		X	X			
Parent / Couple with 1 child under 10 years and pregnant			X			
Parent / Couple with 2 children, (eldest under 10 years)			X			
Parent / Couple with 2 children of same sex, (under 16 years)				X *		
Parent / Couple with 2 children of different sex, (eldest 10 years or over)				X		
Parent / Couple with 2 children and pregnant with 3rd child *				* X **	X	
Parent / Couple with 3 children **				X	X **	
Parent / Couple with 4 children or more **				X **	X **	X *

- 3.1** Accessible version of household circumstances and allocated property size table
 * May be accepted for additional bedroom (at our discretion) but advised of the bedroom tax and how they will be affected if they are claiming benefit now or in the future.
 ** Dependant on age of children – Apply LHA criteria
- 3.2** Separated parents who share childcare may be allocated an extra bedroom to reflect this, can be affected by the Spare Room Subsidy Rules (Bedroom Tax). Benefit rules mean there must be a designated ‘main carer’ for children (who receives the extra benefit).



4.0 Under Occupying

4.1 Since April 2013, the Spare Room Subsidy (Bedroom Tax) means working age tenants who under occupy their property have the housing element of any benefits reduced by:

- One spare bedroom loses 14% of the entitled benefit.
- Two or more spare bedrooms loses 25% of the entitled benefit.

4.2 Under occupancy is also measured by the Local Housing Allowance size criteria. If, in exceptional circumstances, we approve a letting outside of the LSHA criteria it is at the discretion of the Head of Operations.

4.3 Examples of when we may allow this are:

- A parent/couple with 2 children (same sex) and pregnant with a third child – LSHA size criteria would consider household eligible for a two bedroom property, we may allow them to move into a 3 bedroom property
- A parent/couple with two children of the same sex (aged 10 and 15) – LHA size criteria would consider household eligible for a two bedroom property; we may choose to allow them to move to a three bedroom property due to the eldest child soon turning 16 and qualifying for a separate bedroom
- A property is hard to let
- When assisting an existing resident to downsize (we may allow under occupation but in return freeing up a larger, much needed home)
- Where an LSHA Tenant has been asked to move because their home is being disposed of or redeveloped.

4.4 In situations like this we consider our Tenants circumstances, can they afford their rent if they under occupy the home and are any other benefits impacted.

4.5 Additional bedrooms

An additional bedroom will be allowed if:

- A child or non-dependent adult requires overnight care from a non-resident carer(s)*
- A couple or children cannot share because of a disability or medical condition
- Rooms used by students or members of the armed forces are not counted as 'spare' if they're away and intend to return home. Professional evidence for medical reasons, will be required from a suitable professional, such as a Doctor or Occupational Therapist.

5.0 Guidance to Tenants

5.1 Tenants will be advised of the Spare Room Subsidy (Bedroom Tax) and how they might be affected.

5.2 If the Tenant chooses to go ahead with the move after being given advice that they will be affected by the Spare Room Subsidy Rules (Bedroom Tax), we will record this advice has been given on the Pre Tenancy Assessment. The tenant accepts that they are still responsible for the full rent.



APPENDIX 2. KEY WORKER ELIGIBILITY

- 1.0 LSHA consider the following roles to qualify for Key worker accommodation:
- **Health and social care:** in a permanent clinical role in the NHS (except as a doctor or dentist).
- 1.1 Vaughan Road was acquired with a binding nomination agreement relating to the Units with King's College Hospital National Health Service Trust and note the requirement to let the Units to Key Worker nominees with rents restricted to 75% of Market Rent in line with the Section 106 agreement.
- 2.0 **Income**
- 2.1 The total annual household income is less than £60,000 a year.
- 3.0 **Key Worker Employment Status**
- 3.1 Applicants will need to provide a copy of their contract, including bank statements demonstrating payment, pay slips and eligibility to work in the UK
- 4.0 **Age Restrictions**
- 4.1 We will not let Key Worker accommodation to those under 18 years of age. All applicants must be over the age of 18.
- 5.0 **Deposit**
- 5.1 Tenancy deposit protection was introduced on 6 April 2007 as part of the Housing Act 2004. It applies to all assured shorthold tenancies in England and Wales where a deposit is taken. Once LSHA has received a deposit, we will transfer this within 30 calendar days to protect it to the Deposit Protection Scheme.
- 5.2 LSHA will require all new Key Worker tenants to provide one month deposit, plus one month rent in advance. The deposit will be held in the Deposit Protection Scheme. Any arrears or damage to the property will be deducted from the deposit in line with the eligibility criteria of the scheme.
- 5.3 Tenants will need to create an account on the portal. This can be found at:
www.depositprotection.com



APPENDIX 3: GROUNDS FOR REFUSAL

- 1.0** LSHA is committed to working closely with Local Authorities, our Partners and Tenants to provide affordable homes to people in need. However, there will be occasions where we feel the letting is not suitable.
- 2.0** LSHA may ask potential Tenants to complete an in depth assessment and provide supporting documentation as part of our lettings process to confirm affordability This will identify any issues or concerns the Tenant, or we might have. LSHA will try to resolve these issues but if unable to do so, may refuse an application in line with the grounds set out below.
- 3.0 Suitability:**
- 3.1** LSHA will not approve an applicant where:
- The property the applicant has been nominated to or shortlisted for is unsuitable as the household would be over-crowded or under-occupying.
 - The property is subject to a local lettings plan, and the applicant does not meet the agreed criteria for allocation.
 - The applicant has pets that are not permitted in the property.
 - The property is subject to a sensitive letting due to historic issues in that area and the person is not considered suitable or does not meet the criteria set out in the letting agreement.
- 4.0 Eligibility:**
- 4.1** LSHA will not approve an applicant where:
- LSHA is unable to contact the applicant by either phone, text or email within 48 hours of our first contact attempt.
 - The applicant does not provide necessary documentary evidence that they have the right to reside in the UK and/or has no access to public funds.
 - The applicant has not provided us with the documentation supporting their application within a set timescale (usually 5 working days).
 - The applicant is unable to supply appropriate evidence to verify their identification.
 - Since being nominated or shortlisted, there's been a change in circumstances which results in the applicant's priority being amended, meaning they are no longer the successful applicant.
 - The applicant is under 18 years of age and has failed to provide an appropriate trustee.
- 5.0 Financial status:**
- 5.1** LSHA will not approve an applicant where:
- The applicant owes LSHA or another housing provider money, for either rent, service charges, garage rent, rechargeable works orders or any other debt and they have been unable to clear the debt within a reasonable timescale (5 working days)
 - The applicant has an interest in an alternative property, either by way of a financial interest, being named on a mortgage agreement or named as a Tenant of another property.
 - The applicant/or households, financial status is more than £60,000 per annum and / or has Savings / assets over £16,000, and there is no overriding medical condition.
 - The applicant cannot produce evidence of sufficient independent funds (not benefit related) to show they can afford the property, which includes rent, service charges and associated living expenses.
 - There's evidence that demonstrates the applicant isn't properly managing their finances. This could include a history of rent arrears or other debt that hasn't been repaid on a regular basis. Where this has been the case it's expected that they'll work with a charity or support agency for a period of time until they can show improved money management. This ground isn't to be used where there is (or has been) debt which is at an affordable level and has been repaid consistently.



6.0 Support needs:

6.1 LSHA will not approve an applicant where:

- The applicant requires support to sustain a tenancy, and a sufficient confirmed support package is not in place prior to offer.
- The applicant has failed or is refusing to engage with relevant support services in relation to an existing or proposed support package.
- The applicant's needs (either physical or mental health) exceed what our service can provide after considering all relevant information from key support providers.
- The applicant has bid for a property that does not meet their immediate need, e.g. an adapted property where the applicant does not need the adaptations provided or needs adaptations which cannot be made in the property.
- Where the needs of the individual may present risk or could create a negative impact on the immediate community. Particularly where there are other vulnerable residents.

7.0 Conduct:

7.1 LSHA will not approve an applicant where:

- The applicant lives in an LSHA property and, on inspection, the home has not been maintained by the applicant and does not meet our Empty Homes Standard
- The applicant (including anyone living within the household) has failed to provide accurate disclosure of their circumstances to LSHA or the local authority either verbally or by housing application form and therefore have attempted to obtain a tenancy by fraud or deception.
- There is a documented history of Anti-Social-Behaviour within the previous 24 months, and legal action was or could justifiably have been taken. This could include domestic abuse, harassment or other violent or criminal offences.
- The applicant has a history of or has existing substance (including drugs and/or alcohol) misuse issues, which have or could have resulted in ASB or criminal proceedings. Each case will be carefully considered taking into account all relevant circumstances.
- The applicant has caused significant damage to a property during a tenancy.
- The applicant is a Scheduled Offender as defined by Multi-Agency Public Protection Arrangements (MAPPA). Each person will be considered on a case-by-case basis on completion of a risk assessment for a particular property through the local MAPPA arrangements for that area.
- The applicant has been subject to legal proceedings as a perpetrator of domestic violence or abuse. An appropriate risk assessment will be carried out.
- The applicant has been threatening, abusive, or been persistently vexatious toward any employee of LSHA, our contractors or any other agent.
- There is documentary evidence that the applicant has breached the terms of a former tenancy, for example using their property for illegal or immoral purposes, running a business without permission, committing tenancy fraud, subletting a property, not adhering to covenants, or failing to use a property as their sole or principal home

7.2 Each case will be considered on its own merit and considering all relevant information provided by key partners, support workers and Police.

7.3 Any refusal will need to be approved by a Head of Operations to ensure we are applying our Lettings policy and grounds for refusal correctly.

7.4 Tenants have the right to ask for a review of our decision. A member of the Senior Management Team (not involved in the initial refusal) will carry out the review and their decision is final.



APPENDIX 4: HOUSING ALLOCATION POINTS

Circumstance	Description	Points
Overcrowding	According to Bedroom Entitlement (Appendix 1)	
	Lacking by one bedroom	20
	Lacking by two bedrooms	150
	Lacking by three or more bedrooms	200
Unsanitary	Lacking a living room, kitchen, bathroom or WC	30
Sharing	Sharing a living room, kitchen, bathroom or WC with people outside of your household	15
Risk	Living with recorded cases of Domestic Abuse or threat of abuse (MARAC, Police etc)	150
	Living with alleged cases of Domestic Abuse or threat of abuse	75
Unsatisfactory Housing	Two or more children sharing a bedroom with a parent(s)	25
Downsizing	Where releasing a larger home would benefit more families	100
Management Decision	Cases awarded priority status and agreed by SMT as priority	100
Homelessness	Urgent cases where applicant is homeless or at risk of homelessness	75
	In temporary accommodation	50
Medical needs	Diagnosed ill health or disability, but not of significance to current or future housing needs	0
	Diagnosed ill health or disability, with minor relevance to current or future housing needs	25
	Diagnosed ill health or disability, with moderate relevance to current or future housing needs	75
	Diagnosed ill health or disability, with major relevance to current or future housing needs	150
Tenure	Households who are homeless, including rough sleepers, within the meaning of Part VII of the Housing Act 1986 (as amended) excluding cases accepted within the 'Homeless Queue'	25
Hardship	Households with established need to move to a particular locality within the appropriate borough where failure to meet the need would cause hardship (to the applicant or others in the house hold)	10
Working Households	Households awarded points under any of the criteria above with at least one household member who is 16 years old or over and working 24 hours or more per week in paid employment.	50



APPENDIX 5: USE OF GARAGE / SHED

- 1.0 Garage and Sheds do not form part of the household tenancy. A separate licence agreement will be issued.
- 2.0 When a garage / shed becomes available, LSHA will go through our closed waiting list to see if anyone is interested in the garage at the property where the garage is located. If not, we will advertise the garage to other Tenants in the immediate vicinity (no more than 1 mile from the location).
- 3.0 Tenants applying for a garage / shed must not have any arrears on their rent account.
- 4.0 LSHA will approve applications for a garage / shed and allocate them on a first-come, first-served basis.
- 5.0 LSHA will always aim to assess every application and respond to you within 15 working days.
- 6.0 Applications for a garage will be assessed on a first-come first-served basis.
- 7.0 Garages / shed will be rented on a weekly basis, paid in advance. Four weeks rent in advance is payable when taking over a garage / shed. Keys will not be released until this payment is made.
- 8.0 The garage may only be used for the storage of a car or for other household items. Storage of any petrol, diesel, or other motor spirit (except what may be contained in the tanks of motor vehicles), empty petrol tins or any other hazardous materials is not permitted. Tenants must ensure that they have appropriate contents insurance to cover any items stored. LSHA do not take responsibility for any items stored within the garage /shed and are not liable for any damaged/stolen items.
- 9.0 Tenants may only rent one garage / shed at a time.
- 10.0 To terminate a garage tenancy, tenants must inform LSHA with at least 14 days notice and ending on a Sunday.
- 11.0 Tenants must hand the keys to the garage / shed back to LSHA before 12 noon the Monday after the tenancy end date. If the return of any keys are late LSHA may charge the tenant £100 to cover the change of locks.
- 12.0 The garage / shed must be cleared of all belongings and rubbish. Tenants will be liable for the cost of removal and disposal of items left. LSHA will charge tenants the cost of removing the items, a 20% management fee along with the number of full weeks rent taken to reclaim the garage free from belongings / rubbish.

