



Dunbritton Housing Association Limited

Name of Policy	Lodger
Responsible Officer	Housing Services Manager
Date approved by Board	25 May 2022
Date of next Review	May 2025
Section	Housing Services
Reference	HS21

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Appendices;

Appendix 1 – Lodger Occupancy Agreement

1. INTRODUCTION

- 1.1 Dunbritton Housing Association is a registered social landlord established in 1992 to provide housing for social rent and services to owners through factoring.
- 1.2 We are governed by our Board, which is supported by a number of Committees. Our governance arrangements set out clearly the roles and responsibilities of our Board and Committee members and our members of staff.
- 1.3 Operational services are delivered through our office based at 1 Hatters Lane, Dumbarton G82 1AW.
- 1.4 As a landlord, Dunbritton Housing Association aims to promote the health and wellbeing of our customers by providing quality homes, located in estates that are safe, environmentally clean, and well managed.

2. AIMS & OBJECTIVES

- 2.1 The Housing (Scotland) Act 2001 re-affirms the implied term of the Housing (Scotland) Act 1988, that the tenant with the written consent of the landlord, may sub-let the whole or part of the property. Dunbritton will treat applications where the tenant is only letting part of the property as a Lodger Application.
- 2.2 The difference between lodging and sub-letting from Dunbritton perspective is that sub-lets involve the Dunbritton tenant moving away from the tenancy for a period of time, whereas a lodger will rent part of the tenancy and our tenant will remain resident in the tenancy with the lodger. It should be noted that the legal contract (Scottish Secure Tenancy) still exists between the “tenant” and Dunbritton Housing Association, and no contract is entered into between the Association and the Lodger.
- 2.3 The Lodger Procedure, which is a separate document, details how a lodger application will be dealt with internally by officers of the Association. Every application will be recorded against the Associations Housing Management IT system.
- 2.4 The reasonableness of a landlord’s decision on a lodger application is found in statute and Dunbritton HA will not withhold permission without good reason. A written decision will be issued to the tenant within 28 days of receipt of the application.
- 2.5 This policy outlines the right to take in a lodger in accordance with the provisions of the Housing (Scotland) Act 2001 and as detailed in Dunbrittons Tenancy Agreement.

3. RISK MANAGEMENT

- 3.1 By having a written detailed Lodger Policy, the Association is able to ensure that a uniform and professional approach is adopted throughout the organisation and the service delivered is compliant with law, best practice, and internal policy.
- 3.2 Without a Lodger Policy, the Association is at risk of poor tenancy information, providing wrong advice and acting unprofessionally.

4. APPLICATION & AGREEMENT

- 4.1 The tenant must apply using the appropriate application form and provide full details of the person(s) they intend to provide lodgings to, as well as any charge they intend to levy.
- 4.2 The tenant must complete a “Lodgers Agreement” (see Appendix 1) which must be approved by the Association and retained. Details of any charge, deposit or service offered, should be contained within the agreement. (If the Association feels that an unreasonable charge in any form is being levied, it may refuse the lodger application). **Tenants should be reminded that any rent payments received from a lodger must be declared as income for the purposes of benefits etc.**
- 4.3 The tenant will be responsible for ensuring the lodger vacates on termination of the agreement and this should be an integral part of their ‘Lodger Agreement’.
- 4.4 The tenant and the Association must remember that the original Scottish Secure Tenancy Agreement in place between Dunbritton HA and the tenant is still valid, and they are still responsible for the obligations as defined in the Tenancy Agreement, such as monthly rent due or re-chargeable repairs and the Association will enforce these conditions where necessary against the tenant.

5. GROUNDS FOR REFUSAL

- 5.1 The Association is required to provide written consent or refusal on a lodger application. Permission will only be withheld where there are reasonable grounds for doing so, such as:-
- A Notice of Proceedings for Possession has been served on the tenant specifying any of the “conduct” grounds set out in paragraphs 1 to 7 of Schedule 2 of the Act and is currently effective;
 - An order for Recovery of Possession of the house has been made against the tenant under Section 16 (2) of the Act;

- It appears to the landlord that the tenant is to receive a payment for the lodging or any other transaction which is other than a reasonable rent or reasonable and returnable deposit;
- The proposed lodger owes Dunbritton HA a debt and has not adhered to reasonable arrangement for 3 months;
- The proposed lodger was previously evicted or involved in serious anti-social behaviour within the last 5 years (this includes eviction by other social landlords);
- The transaction would lead to overcrowding; and
- The landlord proposes to carry out work to the house or building which would affect the accommodation likely to be used by the subtenant or other person who would reside in the house as a result of the transaction.

6. FALSE INFORMATION

- 6.1 Anyone applying to provide accommodation to a lodger within their tenancy will have to sign the application form, thereby certifying that the information is correct, and no false or misleading information has been given in order to influence the decision to approve the application, or relevant information withheld which may affect the decision. Should the Association discover that an application has been falsified, then the Association may either refuse the application or withdraw permission.

7. APPEALS / COMPLAINTS

- 7.1 Any tenant who feels aggrieved by their treatment under this Policy can ask for a copy of the Association's Complaints Policy which is available at the Associations office. Tenants also have a right to complain to the Public Services Ombudsman. The Complaints Policy details the way in which Tenants can complain, and the timescales for responding.

8. CUSTOMER SERVICES

- 8.1 All lodger applications will be dealt with in line with our Customer Service Standards.
- 8.2 Complaints in relation to service failures in our obligations for lodger applications will be dealt with in line with our Complaint Handling Policy/procedure.

9. EQUALITY & DIVERSITY

- 9.1 As a service provider and employer, we recognise the requirements of the Equality Act 2010, oppose any form of discrimination, and will treat all customers, internal and external, with dignity and respect. We recognise diversity and will ensure that all our actions ensure accessibility and reduce barriers to employment and the services we provide.

10. LINKS TO OTHER POLICIES

- 10.1 The following Policies relate to and should be referred to in respect of the Lodger Policy;
- Allocations Policy



LODGER OCCUPANCY AGREEMENT

1. This document is an Occupancy Agreement between:

----- (the Tenant)

----- (The Lodger)

The agreement is in respect of the property at:

The property is a _____ apartment

2. I _____ (The Tenant) agree to allow you

_____ (The Lodgers) to occupy the property specified above.

The accommodation includes the fixtures and fittings contained therein. You will have exclusive use of a bedroom and shared use of communal facilities which include living room, kitchen, bathroom, and hall.

3. The Agreement will take effect from _____ (The entry date) and will continue thereafter on a calendar basis.

The rent charge is £_____ per calendar month and is payable in advance to me on or before the 1st day of each month.

4. As a lodger, your conduct will be expected to comply with tenancy standards set out in the Scottish Secure Tenancy Agreement which regulates the letting of this property from Dunbritton Housing Association.

5. There are different ways in which this Agreement may be ended:

- You can end the Agreement by giving me _____ days notice.
- I can end the Agreement by giving you _____ days notice.
- The Agreement will be ended in the event of me terminating my tenancy with Dunbritton Housing Association.

The Agreement relates solely to your occupation of the property as a lodger and does not grant any succession or assignation or any other rights associated with a secure tenancy.

Signed: _____ (Lodger) _____ (Joint Lodger)

Signed: _____ (Tenant)

Date: _____