

**Women's Pioneer Housing
Lodgers, Subletting & Temporary Absence Policy**

Title	Lodgers, Subletting & Temporary Absence Policy
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Related corporate policy objectives	Corporate policy objectives 1, 2 and 4

1. Introduction

- 1.1. This policy outlines WPH's approach to lodgers and subletting and is supported by the following procedure:
- 1.2.
 - Lodgers, sub-letting and caretaking procedure
 - ASB policy and procedures
 - Abandoned Property Procedure

2. Purpose of this document

- 2.1. This policy outlines the approach to lodgers and sub-letting for general needs and sheltered housing.¹
- 2.2. The policy covers our approach to lodgers and sub-letting.

3. Lodgers and sub-tenants

- 3.1. This policy is to be used in conjunction with our Lodger, Sub-Letting and Caretaking Procedure.
- 3.2. Lodgers have licences rather than tenancy agreements which gives them fewer legal rights than subtenants, which means that they can be asked to leave by giving 'reasonable notice' (usually four weeks). They will often, but not always, also be provided with meals and board by the household and the tenant will still have the right to enter into the lodger's bedroom at any time.
- 3.3. A legal subtenant will hold a formal Tenancy Agreement issued by the head tenant (our tenant) which grants the subtenant exclusive possession of part of the property, usually their bedroom, this tenancy cannot be an assured tenancy. In holding exclusive possession of this part of the property the subtenant must live within it as a separate household from the head tenant and receive no or very little board. The head tenant, by granting exclusive possession, surrenders the right to enter this part of the property without the subtenant's permission.

¹ For leasehold and market rent see Leaseholder Management Policy and WPH Homes Tenancy Management Policy respectively.

- 3.4. The tenancy agreement between the head tenant and sub-tenant will not be an assured or assured shorthold tenant as it will fall under the resident landlord exemption in Schedule 1 of the Housing Act 1988.
 - 3.5. Secure tenants have a statutory right to take in a lodger but must inform WPH if they are doing so, they must however receive written permission to sub-let part of the property.
 - 3.6. Assured tenants have the option to take in a lodger or sub-tenant with our written consent.
 - 3.7. Starter tenants and assured shorthold tenants do not have a right to take in a lodger or sub-let any part of their home.
 - 3.8. Under the rules in the Immigration Act 2014, any tenants who rent out a room will be responsible for making sure that their lodger or sub-tenant has the correct immigration status (either permanent or temporary leave to remain) which gives them a right to rent.
 - 3.9. Where permission is needed, tenants will not be granted permission for a lodger or sub tenant if:
 - The head tenant does not continue to occupy the property as their main or principal home
 - Granting permission would overcrowd the property as defined by the tenancy agreement
 - There have been complaints about the proposed lodger or sub-tenant with enough evidence to suggest the lodger or sub-tenant would cause ASB
 - There have been complaints about the proposed lodger or sub-tenant with enough evidence to suggest the lodger or sub-tenant may cause or has caused domestic abuse.
 - 3.10. Tenants must inform us of the name, age and sex of the intended lodger or sub-tenant and the part of the property he or she will be occupying.
 - 3.11. WPH will not become involved in any disputes that arise as a result of entering into such an arrangement.
 - 3.12. The tenant remains responsible for any damage or nuisance caused by anyone visiting or sub-letting or lodging in the property and permission may be withdrawn by WPH if complaints regarding noise or nuisance as a result of people staying in the property are made.
 - 3.13. WPH will not consider requests to let out part of the property as a short term let via websites such as Air BnB. Any such let will be considered a breach of tenancy.
- 4. Temporary absence from the property**
- 4.1. Assured and starter tenants must tell us in writing if possible and in advance if they expect to be away from the property for 30 days or more.

- 4.2. Assured and starter tenants may not be absent from the property for more than four months without obtaining our prior written consent.
- 4.3. Secure and assured shorthold tenancy agreements do not have a clause regarding absence but must continue to occupy their property as their principal home.
- 4.4. In most circumstances absence from the property will be approved for up to six months with reasoning from the tenant. Absences up to 12 months may be approved in exceptional circumstances.
- 4.5. In absences longer than 12 months we would normally consider that the property is no longer the tenant's principal home and the tenant would be expected to relinquish their tenancy.
- 4.6. If a tenant does not return to their home within the agreed timeframe, investigation should be made into whether the property has been abandoned and a joint decision with the manager taken on next steps. This is as per the Abandoned Property Procedure.
- 4.7. During any period of absence the tenant remains responsible for the rent and any tenancy breaches made in their absence.
- 4.8. WPH will not usually approve a caretaker in absence, however in the circumstances where this does occur WPH does not accept the rent from the caretaker but only on behalf of the tenant, this should be confirmed in writing prior to the first payment.