



clydebank housing association

Policy Reference and title	HM/POL 11: Lodgers policy
Policy Date	February 2009
Date to Housing Management/Maintenance Sub-Committee	March 2009
Date approved by Housing Management/Maintenance Sub-Committee	17 March 2009
Date of next review	February 2012

1. Introduction

Tenants may apply to the Association to take in a lodger for a variety of reasons e.g. financial hardship or not wanting to live alone.

Wherever possible, the Association should be supportive of a tenant's application to take in a lodger. Tenants will be notified of the Association's decision within 28 days of the date of application.

For the purposes of this policy a lodger is someone who hires the use of one or more rooms, or part of a room, and who has a formal financial arrangement with the tenant. This agreement may include additional services such as provision of meals.

A lodger application is only appropriate where the tenant is remaining resident in the property. Where the tenant intends to be absent then the Association's Subletting Policy will apply.

Family members are not normally considered to be lodgers. The tenant is therefore free to offer permanent accommodation within his home to members of his family providing no overcrowding is caused. The definition of family member is as specified in paragraph 96 of the Housing (Scotland) Act 2001. It therefore includes the following: -

spouse, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.

The above also recognises half blood relationships and step children/parents/siblings.

2. Equal Opportunities

The Association aims to be non discriminatory in its policies and practices. We aim to promote equal opportunity by the prevention, elimination or regulation of discrimination between persons on grounds of sex or marital status, on racial grounds, or on grounds of disability, age, sexual orientation, language or social origin or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions unless discrimination is permitted by law.

3. Reasons for Application Refusal

A refusal will only apply where it is considered reasonable to refuse. Reasons for refusal are as follows:

- If the tenant has a legal notice served on them under grounds 1 – 7 of Schedule 2 to the Housing (Scotland) Act 2001 or
- If an order for recovery of possession has been granted against the tenant or

- If overcrowding would result and the occupier would be guilty of an offence under section 139 of the 1987 Act or
- If it appears to the landlord that a rent considered to be more than a reasonable rent would be charged by the tenant or
- If it appears to the landlord that a deposit, returnable at the termination of the contract charged by the tenant is unreasonable or
- If the landlord plans to carry out works to the house or building which are likely to affect the part of the house the lodger would reside in or
- If the prospective lodger has former tenant arrears which have accrued in the previous 5 year period and equal at least one months rent and no payment arrangement has been made or an arrangement has not been adhered to for at least a continuous 3 month period or
- If the application cannot be processed until further information is received and this will not be available within a 28 timescale or
- If the prospective lodger has a history of anti-social behaviour they must provide supporting documentary evidence from a professional source stating that they are unlikely to commit further anti-social acts and support is or has been provided or
- If the prospective lodger refuses permission for former tenant tenancy references to be sought.

4. Conditions

- All applications must be made in writing and signed by the tenant. Applications should be made on the standard form and if agreed consent must be given in writing.
- Both parties will be required to complete standard forms relating to the lodging agreement.
- In the case of joint tenancies both/all parties must be in agreement and have signed the formal request for permission.
- The tenant will be required to provide the lodger with an occupancy agreement which is approved by the Association. This should include references to rent and other charges, behaviour expected, duties to be carried out and the length of notice to be provided by the tenant to the lodger in relation to terminating the lodging agreement.

- In deciding if a charge is reasonable, as a guide the accommodation being used by the lodger must be assessed e.g. in a 5 apartment house where a lodger has sole use of a bedroom and shares all other public rooms a charge of 2/5 of the rent plus council tax would be acceptable. This can be subject to a further amount in respect of gas, electricity, meals or any other services provided. The proposed charge must be approved by the Senior Housing Officer or Housing Officer.
- Both parties will be required to make an appointment with the Association so that they are aware of their rights and responsibilities. In particular the tenant should understand that their responsibilities as the tenant do not change with regard to responsibility for rent payments and the other obligations within the tenancy agreement. If applicable the tenant should be made aware of their responsibility to notify WDC Housing Benefit section of any changes in their household.
- The tenant should also be aware that if the application is accepted, the lodger will be a qualifying occupier in any future action the Association may take against the tenant and will therefore be entitled to know of any such action.
- The lodger should be aware that they do not have any rights in regard to the tenancy in relation to succession. They should be aware that they have responsibilities to ensure they pay rent to the tenant and not to behave in an anti-social manner.
- Both parties should be made aware that the rent cannot be increased by the tenant without the prior approval of the landlord.
- So long as the tenant and lodger are both benefiting from the agreement, and there have been no breaches of tenancy, the lodging agreement will be allowed to continue. If any breach of tenancy occurs the Association can instruct the termination of the agreement. If necessary the tenant will be interviewed to discuss the circumstances involved before a decision is made. The responsibility of ensuring the lodger leaves in this instance lies with the tenant, and failure to do so may result in further action.

5. Short Scottish Secure Tenants

The same criteria as above should be adhered to. The only exception is with regard to the length of the lodging agreement. The remaining tenancy period will be taken into consideration when considering an application.

6. Exceptional Circumstances

Each case will be determined on its own merits therefore in exceptional circumstances we have the right to grant an application for a lodger

notwithstanding that in the ordinary course of events the Association would reasonably refuse such an application.

7. Right of Appeal

Any applicant aggrieved by a refusal can appeal to the Housing Management Sub-Committee. A tenant who is aggrieved by a refusal may raise a court action. In these cases the court will order the landlord to consent to the application if it considers the refusal unreasonable.

8. Policy Review

This policy will be reviewed every three years, or sooner if changes in legislation dictate.

References

Housing (Scotland) Act 2001 Part 2 Section 32

Housing (Scotland) Act 2001 Part 2 Section 9 (1)

Housing (Scotland) Act 2001 Part 2 Section 10 (4)(a)

Housing (Scotland) Act 2001 Part 2 Section 10 (4)(b)

Housing (Scotland) Act 2001 Schedule 5 Part 2

SFHA Housing Act Implementation Bulletin 13

CIOH Housing (Scotland) Act 2001 a Guide for Housing Professionals

SEDD Circular 6/2002 Housing (Scotland) Act 2001 Scottish secure & Short Secure Tenancy