



clydebank housing association

Policy Reference and title	HM/POL 15: Subletting 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. Scottish Secure Tenants

The Association will consider permitting a sub-let in circumstances where a tenant is unable to occupy their property for a temporary period, to allow them to gain assistance in meeting their rental obligations and their wishes to keep the property occupied. The tenant will choose the sub-tenant subject to approval by the Association.

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.

The following criteria for granting approval will apply:-

- a) The tenant has a valid reason for being absent from the property for a temporary period. This will normally be a period up to six months and rarely up to one year.
- b) The tenant fully completes a standard form asking for permission to sub let.
- c) The prospective sub – lessee completes a standard form and gives the Association permission to contact current / previous landlords.
- d) The property will not be overcrowded
- e) The prospective sub – lessee does not have a history of anti – social behaviour or if they do, supporting documentary evidence can be provided from a professional source stating that they are unlikely to commit further anti – social acts and support is or has been provided.
- f) The tenant provides an Occupancy Agreement to the sub-tenant which is acceptable to the Association.
- g) The tenant and the sub-lessee agree that the terms agreed will not be varied without the prior agreement of the Association.
- h) The contact address of the tenant is given and a local contact name is available along with telephone numbers where they exist.
- i) The tenant generally should have no current Notice of Proceedings served on them under Grounds 1 – 7, however if the Senior Housing Officer is of the opinion that future arrears are likely to be lower if the sub-let is granted this will be taken account of.
- j) The landlord should have no proposals to carry out work to the property which could lead to rehousing the tenant.
- k) Where the tenant intends to remain in the house but wishes to sub let in part to a third party then the Association's lodger policy should be followed.

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 sub tenant would reside in or
- If the prospective sub tenant 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 one month timescale or
- If the prospective sub tenant 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 sub tenant refuses permission for former tenant tenancy references to be sought.

4. Conditions

- The tenant should have a valid reason for being absent from the property for a temporary period. This will normally be a period up to six months and rarely up to one year. Examples include:
 - 1) Where for employment reasons the tenant is required to work in another area where commuting is not practical
 - 2) Where the tenant is moving for study purposes
 - 3) Where the tenant is required to spend time away either providing or receiving support in connection with serious illness
 - 4) The period of absence will be for a minimum of 6 months, but no longer than 12 months (in exceptional circumstances the sub-let can be extended beyond 12 months, however the tenant must apply for this, and have it granted by the Association).

- All applications must be made in writing and signed by the tenant(s) and prospective sub tenant(s). Applications should be made on the standard form and if agreed consent must be given in writing.
- The application must be responded to and received by the tenant within one month of receipt of the application. Failure to respond within timescale will deem the application to have been granted in law.
- In cases where insufficient information is available within this timescale, the application should be refused and the tenant advised to re-apply when the information is available.
- Both the tenant and proposed subtenant will be required to make an appointment with the Association so 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 subtenant 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 subtenant should be aware that they do not have any rights with 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.
- The tenant provides an Occupancy Agreement to the sub-tenant which is acceptable to the Association.
- The tenant and the sub-lessee agree that the terms agreed will not be varied without the prior agreement of the Association.
- The contact address of the tenant is given and a local contact name is available
- Both parties should be made aware that the rent cannot be increased by the tenant without the prior approval of the landlord.
- Not less than ten weeks before the sublease ends the tenant must write to the Association confirming the date on which they intend to return to the house.

5. Short Scottish Secure Tenants

The same criteria as in the SST should be adhered to. The only exception is with regard to the length of tenancy. The remaining tenancy period will be taken into consideration.

6. Sharing Owners

The sharing owner status, as a part owner of their property and the resulting responsibilities and burdens, require that they should have greater freedom over disposal of their property.

The presumption will be that a request for permission to sub-let will be granted unless substantial grounds for refusing exist.

Rent arrears alone will not constitute a bar to a sub-let. Where high rent arrears exist a decision may be made to seek a forced sale and division of proceeds rather than allowing a sub-let. However account should be taken of the owner's circumstances and if arrears are likely to be reduced if sublet.

The sharing owner may retain control over the rent to be charged as they will retain financial responsibility for their mortgage, rental and insurance commitments and for any repair obligations arising out of the sub-let.

The prospective sub tenant should not have a history of anti – social behaviour or if they do, supporting documentary evidence can be provided from a professional source stating that they are unlikely to commit further anti – social acts and support is or has been provided

The sharing owner should provide an Occupancy Agreement to the sub-tenant which is acceptable to the Association.

The sharing owners lenders must also agree to the terms of the sub-let.

The application should be responded to within one month of receipt.

Finance should be notified of any change in Sharing Owner details as a result of sub-let for factoring invoice purposes.

7. Exceptional Circumstances

Each case will be determined on its own merits therefore in exceptional circumstances we have the right to grant an application for sub - letting notwithstanding that in the ordinary course of events the Association would reasonably refuse such an application.

8. 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.