



Allocations and Lettings Policy

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1. Introduction

- 1.1 Ekaya Housing Association (Ekaya) aim to provide a flexible, efficient and effective allocations and lettings service which achieves best use of housing stock, and meets the needs of our customers, our partners and the communities we serve. This policy only applies to general needs and supported housing accommodation.

2.0 Purpose of this Policy

- 2.1 This policy sets out Ekaya's approach to the allocation and letting of our social rent, affordable, London living property and supported accommodation and the options available to people who want to live in Ekaya's property.
- 2.2 Ekaya is committed to providing well managed homes, which are allocated through the lettings service in a way that is transparent, fair and efficient whilst also ensuring void times are kept to a minimum.
- 2.3 Our allocation and letting policy sets how we will work in partnership and build relationships with our local authority partners, to assist them to meet their statutory obligations to people in housing need, and increase choice and mobility for existing residents by making better use of stock and creating mixed and sustainable communities.

3.0 Policy Objectives

- 3.1 Ekaya is committed to working with and supporting our local authority partners to help them meet their identified local housing needs.
- 3.2 **We will**
- ensure that we allocate our homes in a fair and transparent way, which does not discriminate against any person or group.
 - let our homes in an efficient and timely manner, in a way that minimises the amount of time void properties are left empty.
 - provide clear and understandable information to applicants and on rehousing options.
 - Work in partnership with local authorities and other partners to tackle homelessness
 - work with residents, applicants and local authority partners, to minimise potential financial hardship from under-occupation, due to the bedroom tax and other welfare benefit changes
 - ensure we meet the aspirations of residents who may not see social housing as a tenure for life and focus our product for those who can demonstrate a need for social housing
 - Comply with statutory and regulatory requirements including the Tenancy Standard

4.0 Our Approach

4.1 Ekaya operates in several local authority areas, each with different nomination arrangements and allocations policies. Demand for properties can vary greatly as there are many different local issues. Our priority will be to continue to work in partnership with local authorities to meet local housing needs and create diverse and sustainable communities through nomination agreements, choice based lettings (CBL) and transfers.

- We will allocate our homes based on housing needs, suitability, legislation, eligibility and in accordance with local authority nomination agreements and CBL schemes.
- We will actively promote alternative housing options available to residents such as mutual exchange, private sector accommodation, home ownership, and other relevant options
- Where a household is under-occupying their present accommodation and wish to move to a smaller home, Ekaya will offer advice on moving and provide support in finding the right home for them through Homeswapper
- We will continue to promote alternative housing options for current Ekaya residents through mutual exchange schemes and other national and local options

4.2 Property, Household Size and Eligibility

4.3 Definition of Household

4.4 A household for the purposes of new lets will be defined as family members originally housed, plus any dependent children and/or carers. Other residents such as sub-tenants, lodgers or authorised occupiers will not normally be taken into consideration.

4.5 Definition of Bedroom Size

4.6 In allocating a single or double bedroom Ekaya uses the guidelines based on the Housing Act 1985 Part X clause 326 (3)(b) as follows:

- A double bedroom is one not smaller than 10 square metres.
- A single bedroom is one not smaller than 6.5 square metres.

We will not reclassify the property size for an existing Ekaya property if the size of a bedroom is less than the definition of bedroom size set out in this policy

4.7 Statutory overcrowding

4.8 Statutory overcrowding is when there are too many people living in a home. It is measured in one of two ways under housing law under Part X of the Housing Act 1985 as amended.

One way is by the number of rooms for people to sleep in - this is called the room standard

The other way is by the amount of space in the home and the number of people living in it - this is called the space standard.

4.9 **The room standard**

4.10 As the demand for social housing exceeds supply, we will maximise the use of available accommodation by ensuring our properties are fully occupied but not overcrowded.

4.11 **The room standard definition**

4.12 The room standard is based on the number and gender of people sleeping in one room. The room standard will be contravened where two people of opposite sex sleep in the same room. The exception to the rule are:

- Cohabiting or married couples, who can live in the same room without causing overcrowding
- Children under the age of ten, who are completely ignored in the calculation

4.13 All living rooms and bedrooms are included in the calculation (this could include a dining room and study room)

4.14 **Standard room calculation**

No. of rooms	1	2	3	4	5+
No of people	2	3 or 4	5	7½	2 per room

4.15 **The space standard**

4.16 The space standard is based on the number of people who may sleep in a dwelling of a particular size. The number of people depends on the size of the room, the number of living rooms and bedrooms in the building and age of the occupants. There are two ways of calculating the space.

4.17 Ekaya's standard for room sizes are as follows in accordance with the Allocations Code:

Floor area of room (sq. feet)	50-70	70-90	90-110	110+
Number of people	½	1	1½	2

4.18 **Matching Standards – Suitable Accommodation**

4.19 We will appraise household composition on a case by case basis, taking a common-sense approach to anyone reasonably needing to share accommodation with the tenant. We will primarily consider the household to be those currently in long term, primary occupation, but will normally disregard any non-dependant adult aged 21 and over.

4.20 To ensure consistency we will use the guidelines below to determine the appropriate property size for housing applicants. These guidelines are based on the social housing sector size criteria set-out in the Welfare Reform Act 2012 (as amended).

Household size	Bedrooms required
Single person	1 or bedsit
Couple (no Children)	1
2 adults not living together as couple	2
1 or 2 adults and a child	2
1 or 2 adults and 2 children (where 2 can share)	2
1 or 2 adults and 2 children (where 2 cannot share)	3
1 or 2 adult and 3 children (where 2 children can share)	3
1 or 2 adults and 4 children (where 2 pairs of children can share)	3
1 or 2 adults and 4 children (where 1 pair of children can share)	4
1 or 2 adults and 4 children (where 4 children cannot share)	5

- 4.21 One bedroom is allowed for:
- married or cohabiting couple
 - adult aged 21 years or more
 - pair of adolescents aged 10-20 years of the same sex
 - pair of children aged under 10 years regardless of sex
 - An adult or child needing a separate bedroom because of a severe disability (according to statutory definitions) with medical evidence and/or social services report
- 4.22 We will not normally take into an account unborn child / children or people joining the household at a later date when determining Appropriate Property Size.
- 4.23 Exceptions **may** be made for household members coming out of social services care, from the Armed Services or for fostering/adoption purposes.
- 4.24 Where two applicants have access/staying contact with children, the children will only be counted on one application (this will normally be the household where the child or children spend the majority of their time). Access arrangements and agreements between parties or made by the courts will need to be evidenced.
- 4.25 We **will not** grant inter-generational tenancies between a tenant and children.

5.0 Allocations

5.1 Lettings not covered by the allocation scheme

The following fall outside of the scope of lettings and allocation and are not covered:

- Succession or assignment to someone entitled to succeed
- Mutual exchange
- Transfer of tenancy by Court order in children and family proceedings (e.g. divorce proceedings).

5.2 **Nominations from Local Authorities**

5.3 Ekaya has a duty to assist local authorities to house those in need. We have nomination agreements with each local authority where we work. Local authorities are responsible for ensuring that their nominees are eligible and prioritised in accordance with their own allocations policies.

5.4 There are variations in our nominations obligations towards partner authorities.

5.5 For all true void relets (i.e. all homes where a tenant does not move within Ekaya's stock) the current nomination rights are:

- One bedroom units; 50% to be offered to local authorities
- Two bedroom plus units; 75% to be offered to local authorities

5.6 **OTHER PARTNER NOMINATION**

5.7 Ekaya Housing Association has nomination agreements with certain partner agencies; some agreements operate for a quota of lettings, while others are in respect of specific properties. We will review and determine each nomination quota through our annual lettings plan.

5.8 **ROUGH SLEEPER SCHEMES**

5.9 Ekaya has specific property designated for the Rough Sleeper Initiative on an Assured Shorthold tenancy, which aims to combat rough sleeping in London by providing accommodation and assisting clients to build independence to move into permanent housing.

5.10 The Rough Sleeper Initiative is coordinated by Thames Reach Clearing House and provides support to the eligible clients for a renewable two-year period and move-on for these tenants are provided by the clearing house (Thames Reach).

6.0 Transfer (Ekaya's tenants)

6.1 **Internal transfer**

6.2 Ekaya will allow eligible tenants with an assured tenancy to apply for a transfer to an alternative property. Internal transfers are only intended to facilitate the need to move home, and not the desire; we will therefore advocate mutual exchange as the primary method of elective transfer.

6.3 Some residents **do not** have the right to transfer such as those with a licence agreement or assured shorthold tenancy or fixed term and London living rent agreement.

6.4 We will prioritise internal transfer applications using a points system according to the priority (highest to lowest), and then by application date (oldest to newest). We will periodically review this to ensure applicants remain eligible and that their points remain necessary and appropriate.

6.5 To be eligible for a transfer an applicant must:

- hold a 'full' general needs (assured tenancy agreement)

- maintain a clear rent account and not owe us any money
- not have committed anti-social behaviour or other tenancy breaches
- pass a property inspection confirming no tenant damage or neglect

6.6 **SUPPORTED SCHEMES**

6.7 Ekaya has several supported housing schemes which deliver residential support to build and sustain independent living skills. Each scheme has a distinct remit, with related eligibility criteria, and operates in accordance with the local authority contract. Placements are short and medium term, and will be allocated to eligible applicants nominated by the commissioning partner for that scheme.

6.8 **Move On from Supported Housing (Ekaya)**

6.9 Ekaya tenants living in our Supported Housing schemes and who have successfully completed a programme of support from Ekaya are eligible to be considered for a permanent move by the local authority in accordance with the contract.

6.10 Ekaya we will only house one person per year within our stock in accordance with the size criteria and availability of empty property.

6.11 **HomeSwapper**

6.12 Ekaya recognises that existing tenants' circumstances may alter to the point where their current property no longer meets their housing needs. At this point Ekaya will advise for and support a Mutual Exchange of Tenancies through Homeswapper.

6.13 Ekaya Housing Association is a member of HomeSwapper and pays for any Ekaya tenant to sign up for its services. HomeSwapper is a national organisation that electronically matches tenants needing to move for possible mutual exchanges.

7.0 **London Living Rent**

7.1 Our approach to setting criteria for households in accessing London Living Rent housing products is in accordance with the London Plan and GLA Framework. Eligibility criteria are required to ensure that housing is allocated to those who meet the product and for whom it is a financially viable option to save to purchase the property either through Shared ownership or Outright ownership.

7.2 All applicants must meet the eligibility criteria set by the Greater London Authority (GLA).

7.3 If the Tenant does not make the progression to shared ownership within the agreed period, the Landlord reserves the right to terminate the tenancy. The Tenant will have to move out and the property will be sold to other prospective purchasers on a Shared Ownership basis.

7.4 Ekaya will have no duty to re-house LLR tenants after the end year period expires. The tenancy will terminate and Ekaya will recover possession if the tenant remains in occupation.

8.0 Exceptional Lettings

8.1 MANAGEMENT TRANSFER

8.2 In cases where the safety and wellbeing of a resident and/or a member of their household are at risk, they may be considered for a priority move. A priority move gives residents priority over other residents on the transfer list to enable an urgent move (only applicable to general needs residents only).

8.2 A priority move will only be given where Ekaya's policies and procedures relating to nuisance, domestic violence, support for vulnerable residents and harassment have been followed.

8.3 A priority move will be only considered if the case falls into one of the following categories and there is clear evidence to support the case from the Police.

- Personal protection from threats of violence from inside or outside the home – This is defined as a threat of actual violence to anyone in the household resulting in a need to move for their safety.
- Personal protection from sexual abuse – This is defined as any form of harassment or distress caused by sexual abuse to a member of the household resulting in a need to move for their safety.
- Protection from harassment/hate crime – This is defined as behaviour deliberately intended to harm or intimidate a person. It is often motivated by prejudice on the grounds of race, colour, national origin, ethnic origin, religion, gender, disability, or sexual orientation. The harassment must result in a need to move for their safety.
- Exceptional cases – There may be other exceptional cases where there is a need to move for the resident's safety and all other options have been exhausted.

8.3 A management transfer is entirely at Ekaya's discretion and will be decided by the Head of Operations or member of the Senior Management Team (SMT) and will meet housing needs rather than desires. We will usually withdraw a management transfer if an applicant does not engage appropriately, such as through bidding on suitable properties or accepting a reasonable direct offer.

8.4 Transfer due to Medical Needs

8.5 Residents who have medical conditions which are being made worse by their housing will need to provide evidence from their GP. Ekaya will contact the resident's or household GP if further medical information is needed to assess the application.

8.6 The tenants' or household member's medical need to move will be put into one of the two categories depending on the following factors.

Category A	Urgent re-housing is vital because the medical condition carries a significant risk of causing permanent damage or disability and causing severe difficulties in day to day life of the tenant
Category B	Re-housing is desirable and the tenant can manage in current accommodation but the medical need will be alleviated by re- housing.
Category C	Low Medical Priority –priority points will be awarded to applicants who have a not too serious medical condition and where re-housing is unlikely to improve that medical condition but may help to improve overall well-being. Annual Doctor’s report of medical condition required for all categories

8.7 The purpose of a priority move is to move a resident, whose safety and wellbeing is under threat, as quickly as possible. A priority move will not be used to meet other housing preferences. If the resident is under occupying or overcrowding their existing home, they will be offered a suitable sized home in line with Ekaya 's matching standards

8.8 A resident who has rent arrears must have made and maintained an agreement to clear the arrears before their case will be considered for a priority move. If a resident is given a priority move, they must maintain this agreement and reduce the arrears before a formal offer will be made.

8.9 Decanting Tenants

8.10 Vacant properties may be let to decanting tenants who are being re-housed because they have had to move from their previous home to enable us to carry out major repairs, improvement or redevelopment work, or because the property is to be demolished or sold in line with Ekaya’s Asset Management Strategy. A “one off reasonable offer” will be made to the affected tenant.

9.0 Exclusions

9.1 In exceptional circumstances we will refuse applications for re-housing, both for nominations from local authorities and transfers. In doing so, we will be fair and transparent in our decision making process and demonstrate our reasons for refusal. Grounds for refusal include:

9.2 Eligibility for housing

If a person is subject to Immigration control or is a person from abroad, unless they meet the criteria of the ‘habitual residence test’ as defined in s.161 of the Housing Act 1996 and the allocation of housing regulations 1996(s1 1996 no:2753) as amended by the Homeless Act 2002. It is the local authority’s responsibility to ensure the applicant is eligible for rehousing.

9.3 Breach of Tenancy - Anti-social behaviour, harassment or domestic abuse

Ekaya will not house perpetrators of harassment and anti-social behaviour. If a member of the applicant’s household or guests or visitors to the property have been perpetrators of anti social behaviour, harassment, or domestic abuse (including

having previous eviction of an applicant or a member of their household), or with a previous injunction or anti-social behaviour order (ASBO), Community Order etc. taken out against the applicant or a member of their household, or tenancy enforcement action by their landlord against the applicant or a member of their household.

9.4 Rent Arrears

Those who owe monies to Ekaya will not be considered for a transfer until all debts are cleared, this applies to both General Needs and Supported Housing tenants. The debts include rent arrears, recharges, court costs and housing benefit overpayments.

Where an offer is made in exceptional circumstances the tenant must clear the arrears before the tenancy sign up date.

9.5 Tenant Damage or Alteration to property

Tenants seeking an internal transfer will have a home visit arranged by the Housing Officer or the Property Services & Asset Manager. It is important that the property is inspected to ensure there are no alterations or damage caused to the property. If upon inspection damage/alterations are discovered we will stop an application being processed or offer made until the damage or alterations have been adequately addressed by the tenant.

9.6 Vulnerable Applicants

We will not house applicants who have been assessed as vulnerable without an appropriate support package. An applicant with vulnerability may be excluded if they will be unable to meet the conditions of their tenancy without additional support and, despite every effort, is unable to ensure that appropriate support is available.

10.0 Lettings of property

10.1 Minimum Lettable Standard

We will let properties in accordance with Ekaya's Minimum Lettable Standard. We reserve the right to complete non-urgent repairs with the new tenant in situ and will agree a deadline for completion of these repairs with the new tenant when they take on their tenancy.

10.1 Viewing and Multiple Offers

Ekaya is committed to making the best use of housing stock and minimising the length of time that properties are empty. We will arrange for applicants to view the vacant property at the earliest opportunity. Where a property is not ready to let at viewing we will explain the remaining works and require applicants to decide during the viewing if they will accept the property.

Therefore, as a matter of course Ekaya will issue multiple offers to prospective tenants and invite multiple applicants to a joint successive viewing.

10.2 Rent payment in Advance

All incoming tenants are required to pay **one month rent in advance** and within six months to build a rent credit on account equivalent to their payment frequency.

10.3 AFFORDABILITY

10.4 For affordable rent properties, we will use our affordability calculator to look at the applicant's monthly income against the monthly rent of the property.

10.5 Where the affordability assessment indicates that the property is not affordable,

taking benefit entitlements into account, the application will be rejected.

- 10.6 An affordability assessment will be carried out with all applicants for housing. We will set rents for Affordable Rent properties at the London Affordable Rent levels as published by the GLA each year.

11.0 Decision-making and Appeal Process

Decisions on all lettings are made by Ekaya Housing Association. If an applicant is unhappy with any decision they may appeal by using our Complaints Policy. Local authority nominees do not have the right to appeal to Ekaya against an offer but maybe able to appeal to the nominating local authority. A third party may represent an applicant at any stage in an appeals process. All complaints relating to dissatisfaction with a decision made or our service will be dealt with under our Complaints Policy. All Complaints should be addressed to the Housing Services Manager who will investigate the complaint.

12.0 Tenancy Fraud

Ekaya will recover possession of property where the tenant or someone acting on their behalf has knowingly or recklessly made a false statement which has induced us to grant a tenancy. We will investigate where we have suspected tenancy fraud, and take appropriate action wherever we have evidence of tenancy fraud.

13. Equality and Diversity

Social housing is a valuable resource and allocations must be made in a fair and transparent way. Ekaya Housing Association will do this using the following methods:

- Complete CORE records as required
- Annual Lettings Plan
- Equality and Diversity policy

The allocations policy and procedure will ensure that all tenants and applicants are treated in a fair and non-discriminatory way.

14. Related Policies and Procedures

- i. Void Management Policy and procedure
- ii. Mutual Exchange procedure
- iii. Domestic Violence Policy
- iv. Rent Arrears Policy
- v. Asset Management Strategy

15.0 POLICY APPROVAL

This policy will be reviewed once every three years except where there is a need to take account of any changes to legislation, regulation or good practice.

Policy Approval

Approval date: February 2022

Approved by: Policy & Performance Committee

Policy Author: Housing Services Manager

Policy Owner:

Head of Operations

Consultation completed:

January 2022

Review gateway:

Policy & Performance Committee

Next review date:

February 2025