

# INNISFREE HOUSING ASSOCIATION ALLOCATIONS AND LETTINGS POLICY

April 06

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## **1. INTRODUCTION**

**1.1** Innisfree Housing Association was established in May 1985 by a number of concerned people in the Irish Community who wished to provide housing for the many homeless and inadequately housed Irish people in London. The Committee set about providing a hostel and short-life housing and sought registration with the Housing Corporation. This was achieved in January 1989.

**1.2** Over the past 20 years we have gone through a period of steady growth and are now a well established and highly regarded social housing provider. We now have over 400 homes in management and a healthy development programme.,

**1.3** The Association has continued to expand in North London while remaining committed to its mission of providing a housing and support service primarily for the Irish community. In addition to research commissioned by the Greater London Authority and some of the Boroughs in which we work, in 2005 the Association produced some research of its own looking at future Irish housing need in London. This research has clearly demonstrated the continuing and increasing housing and support needs within the Irish Community in London. As a result the Association will continue to lobby and work together with the Housing Corporation, Local Authorities and partners to develop suitable housing primarily for this community.

**1.4** We also recognise the changing profile of the Irish Community in London, in particular, the increasing needs of older and single Irish people. We shall continue to develop and shape services to meet such need and let our homes primarily to the vulnerable Irish people.

## **2. STOCK PROFILE**

**2.1** The Association manages three types of housing, namely General needs, Supported and Sheltered housing. We have properties in the following eleven London Boroughs:

**Brent, Camden, Ealing, Hammersmith and Fulham, Haringey, Harrow, Hertsmere, Hillingdon, Islington, Lambeth and Lewisham .**

## **3. EQUALITY AND DIVERSITY**

**3.1** The Association's Allocations and Lettings Policy will ensure that all tenants and applicants are treated in a fair and non-discriminatory way. We will not take into account factors irrelevant to the assessment of eligibility. We are aware that our main client group, the Irish Community, has traditionally not had access to services and housing to which it is entitled. So, as a positive approach to

equality we aim, primarily but not exclusively, to meet the housing needs of this community.

**3.2** Wherever possible we will aim for our lettings to contribute to sustainable and stable communities and will allocate our stock with this in mind. We will work with local authorities to help achieve targets in addressing the needs of the Black and Minority Ethnic communities but particularly the Irish community. We will ensure that our policy reflects best practice and Continuous Improvement and complies with legislation and the Housing Corporations Regulatory Code. We will publicise details of our policy and make it available to applicants, tenants and Local Authorities, providing translations and interpreters when required. We will also make it available to a variety of community based and voluntary organisations representing ethnic minorities, people with disabilities, lesbian and gay groups and other disadvantaged groups in accordance with our Equality and Diversity Policy and the Disability Discrimination Act.

#### **4. CHOICE**

**4.1** The Association is committed to increasing choice and options for tenants who wish to move. We welcome the introduction of Choice Based Lettings (CBL) Schemes which enable tenants to bid for a property they would like to live in. This has resulted in a change in the way we let our properties but we hope it will lead to faster turn around times for letting voids and greater tenant satisfaction. Although we have stock across eleven London Boroughs, we have decided to join up with Home Connections CBL Scheme which primarily covers Boroughs in North London as its officers have given us huge support and have demonstrated a commitment to meeting the needs of BME Associations.

**4.2** We will continue to work to the terms of the Nomination Agreements agreed with our other partner Boroughs not located within the Home Connections boundaries. We will agree with them individually how our vacant stock should be let to ensure our vacancies are let within target timescales and to our primary client group. We will also continue to encourage our tenants to bid for properties advertised under existing CBL schemes. We will review this again when plans for a Pan London scheme are finalised.

Tenants living in either Vale Grove or Maldon Rd who benefit from the Boroughs annual quota for move on will have their bidding rights on Home Connections suspended at the point they are nominated under the quota system to prevent disadvantage to other tenants seeking a move. The move on quota system guarantees the nominee an offer of suitable accommodation within 12 months.

## 5. WHO DO WE HOUSE?

### 5.1 General Needs Housing

#### **a) Nominations from Local Authorities –**

i) The Association attaches significant importance to building and maintaining good working relationships with the local authorities in whose areas it operates and seeks to work closely with authorities and other agencies to identify and address housing need.

ii) All Housing Associations have a legal duty to assist local authorities with their statutory duties in providing housing. The Association is committed to working with local authorities to assist those in housing need, particularly homeless Irish people by providing nomination rights to our stock. It is also a requirement of funding for future housing developments that nomination rights are given to Local Authorities for newly built or refurbished units.

iii) There are variations in our nominations obligations towards partner authorities. Many new developments have been subject to 100% nomination rights in accordance with funding agreements. For all true void “relets” the current nomination rights are:

- 1 bedroom units -50% to be offered to local authorities
- (the remaining 50% of 1 beds will be allocated in the fairest possible way with the aim of achieving equity for move on and general needs tenants)
- 2 bedroom plus units- 75% to be offered to the local authority.

The exceptions are:

- a tenant moves out of their home to other accommodation on a temporary basis
- an existing tenant moves within the Association’s housing stock or to another association via MOVE UK
- voids created by tenants who are returning decants.

#### **b) Nominations who have bid for our vacancies under Choice Based Lettings Scheme (Home Connections). (See section 4)**

**c) Standard transfers** – existing tenants who need to move because their existing home is no longer suitable for their needs.

**d) Urgent transfers**-existing tenants who need to move quickly due to serious health problems, harassment or another exceptional reason eg, fire, major flooding

- e) **Management transfers** –in exceptional circumstances a tenant may be moved after all other avenues have been explored and have failed to resolve a difficult dispute or management problem.
- f) **Move-on from Innisfree Supported housing** – tenants who no longer need supported housing and are ready to move into secure, self contained accommodation of their own.
- g) **MOVE UK mobility scheme applicants** – Innisfree works with other housing associations and local authorities to assist tenants who wish to move from one area to another.
- h) **Mutual Exchanges** – tenants who wish to exchange their homes with another tenant of the Association, a tenant of another housing association or local authority.
- i) **Nominations from the Clearing House** – homeless men and women nominated to our Rough Sleepers Initiative housing scheme.
- j) **Decants** These are tenants who live in accommodation that requires major works without the tenants remaining in occupation. These tenants may be rehoused whilst the works are in progress either temporarily or permanently.

## 5.2 Supported Housing

- a) **Referral Agencies** - applicants who are referred by one of our approved referral agencies. The list of approved agencies is reviewed annually. All applicants must have a housing and support need and must be located within the greater London area.
- b) **London Borough of Ealing** – some of our vacancies at Maldon Road and Vale Grove are let to local authority nominations.
- c) **Relationship Breakdown** – existing permanent tenants displaced as a result of relationship breakdown who have support needs. (Not applicable if displaced partner is perpetrator of domestic violence).

## 5.3 Sheltered Housing

- a) Nomination from local authority – the local authority is entitled to nominate applicants to a percentage of vacancies that arise.
- b) Referral agencies – applicants referred by one of our approved agencies.
- c) Transfer list – existing tenants from our permanent or supported housing.
- d) The current minimum age for acceptance into sheltered housing is 60 years.

## **5.4 Direct Applications**

a) The Association does **not** accept direct applications for housing. We will only house clients through the routes mentioned above.

## **6. ASSESSMENT OF PRIORITY**

6.1 The Association is committed to its Equality and Diversity Policy and will make offers of housing on the basis of need. We will try to house those in greatest need and will operate an independent, fair and accountable policy for letting our stock.

When assessing need officers will take into account the following factors:

- a) current housing conditions;
- b) local connections with Innisfree's area of operation;
- c) ability to cope with those conditions;
- d) support needs if any; (for supported housing)
- e) the length of time they have had to endure poor/inadequate housing;
- f) other options available eg. if income/finances are adequate to find own accommodation in private sector. NB We will use the Department of Works and Pensions (DWP) thresholds for income and savings as a guideline when assessing applicants' circumstances.

## **7. BEST USE OF STOCK**

7.1 We are mindful that on occasions we may have to diverge from the priority need criteria in order to make best use of stock. This could include allocating properties to tenants currently under-occupying accommodation or facilitating move-on from a supported house.

## **8. SUSTAINABLE TENANCIES AND STABLE COMMUNITIES**

8.1 Before making a decision not to accept an applicant we will have satisfied ourselves that the services we provide would not sustain them sufficiently to sustain their tenancy. Or that by taking the tenancy the allocation would have a negative effect upon the local community. We will also check, where necessary, with other agencies, for example, social services and probation service that this is likely.

## **9. EXCLUSION**

9.1 Innisfree will provide reasonable assistance to local authorities and referral agencies in providing lettings to offenders and any other potentially excluded groups. However, we will exclude such offenders if the Police or probation service has reported that the person has been assessed as a

high risk case that could put other tenants and the wider community at risk and affect the stability of our existing housing. When housing these applicants, officers should liaise with the local authority, the Police and Social Services to ensure that an appropriate support network exists. If we become aware that such an offender is already living in our housing we will liaise with the relevant agencies before deciding what action we will take.

## **10. DECISION MAKING, APPEALS AND COMPLAINTS PROCESS**

**10.1** Decisions on all lettings of Innisfree properties are made by a "Lettings Panel" at a weekly "Voids and Allocations" meeting.

**10.2** If an applicant is unhappy with any decision they may appeal by using our Complaints Policy. 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 "Stage 2" of our Complaints Policy. All Complaints should be addressed to the Head of Housing who will investigate the complaint and respond within 10 working days.

**10.3** If the applicant is not satisfied with the outcome, they may take their complaint to Stage 3 of our policy. At this stage the complaint will be heard by the Chief Executive and 2 Board Members at an Appeals Panel. All Complainants have the right to be accompanied at this Hearing or represented.

**10.4** If the complainant remains dissatisfied they have the right to make a final appeal to the Independent Housing Ombudsman, Norman House, 105-109 Strand, London WC2R 0AA.

## **11. ETHNIC MONITORING**

**11.1** Records are kept of the ethnic origins of applicants, new tenants and A tenant transferring to another property, to help us ensure that equal opportunity exists. We contribute fully to the Continuous Recording (CORE) system to facilitate national recording of household characteristics. We use this process to ensure that all clients have equal access to housing and to help us amend our procedures if records show that this is not happening.

## **12. SIZE OF HOUSEHOLD**

**12.1** When allocating homes Innisfree will try to ensure that the size of the premises matches the size of the household as far as possible without overcrowding. When assessing overcrowding we will initially assess the number of people a household is overcrowded by and award appropriate

points. We will then take into account other factors eg, the age and sex of children sharing bedrooms as this will attract additional points.

**12.2** We recognise that some tenants have larger households and will require properties with 5 bedrooms. At the time of writing this policy the Association did not have any 5 bedroom units so it is important officers are realistic with tenants in this situation and discuss alternative options for finding suitable accommodation that will best meet their needs. The list below sets out the minimum property sizes/household ratios we aim to achieve.

<b>Household size</b>	<b>Minimum property size</b>
Single person	Bedsit/1 bed
Couple (no children)	1 bed 2 person unit
2 adults (not living as couple)	2 bed 3 person unit
1 or 2 adults + 1 child	2 bed 3 person unit
1 or 2 adults + 2 children (same sex)	2 bed 4 person unit
1 or 2 adults + 2 children (different sex both under 7 years)	2 bed 4 person unit
1 or 2 adults + 2 children (different sex – one over 7 years)	3 bed 5 person unit
1 or 2 adults + 3 children	3 bed 5 person unit
1 or 2 adults + 4 children (2 of each sex)	3 bed 6 person unit
1 or 2 adults + 4 children (3 of one sex – child of different sex over 7 years) and so on.	4 bed 6 person unit

**12.3** Where possible, a person aged 18 years + will be entitled to their own bedroom as long as they have not left to live elsewhere and returned to the household or joined the household for the first time.

**12.4** Children of different sexes should not have to share a room once the eldest is 7 years old. However, due to current housing shortages there will not be any automatic right to move. For purposes of pointing a child will only be considered once they reach the age of 1 year.

**12.5** A new born baby will be listed as part of the household but will only attract points once they reach the age of 1 year.

**13. REASONABLE OFFERS – number of offers**

**13.1 Local Authority nominations:** People referred to Innisfree by the Local Authority are entitled to the number of offers stipulated by the referring authority-usually 1 offer only unless they are bidding for properties under Choice Based lettings.

**13.2 Decants** are entitled to two reasonable offers where the present home is:

- i) urgently required for development or repair and the works cannot be carried out with the tenant living there.
- ii) the tenant continuing to live in the property would make Innisfree liable for disrepair.

**13.3 Transfer** cases are entitled to two reasonable offers of accommodation and will be given up to two weeks to move in. Transfers include supported housing tenants wishing to move to another supported house although they will only be entitled to one offer. If both offers are refused the application will be removed from the transfer list for 12 months. In such situations the Admin Assistant will note when the case can be reassessed.

Tenants will be given 24 hours to make a decision. Otherwise the offer will be withdrawn.

**13.4 Referral agency nominations** are entitled to one offer only and will be given up to one week to move in. Nominees will be given 24 hours to make a decision.

**13.5 Move-on applicants** will generally be expected to bid for a move on property on Home Connections. In the exceptional circumstances where we make a direct offer, applicants will only be entitled to one offer and will be given one week to move in.

If a reasonable offer is refused, the supported tenant will be given notice that their tenancy will be terminated but they will be given 6 months to find alternative accommodation. Officers will encourage and assist them with finding such accommodation. Likewise, if tenants are not actively bidding for a property we may take action to end their tenancy.

**13.6** A reasonable offer should meet the essential needs of the household. In some instances those needs will have to be supported by medical evidence. Due to the severe shortage of accommodation it is likely that only high priority needs will be met. For example, an offer would not be considered unreasonable if it was the right size but not in the street preferred by the applicant.

**13.7** There are 3 reasons why an offer will not be made. In such situations transfer applications will be suspended until the issue has been resolved.

- i) **Arrears:** An offer will not be made if the rent account is in arrears. (In the case of Choice based Lettings we will not allow a tenant to bid for

a property where rent arrears exist and their case will be suspended with Home Connections until the arrears are either cleared or reduced in line with the requirements of this policy)

The exceptions are where:

- the arrears are caused by delays outside the tenant's control or the tenant has consistently reduced their arrears under an arrangement for at least six months and the arrears are below six weeks rent. In such cases the suspension will be lifted but tenants will be expected to continue reducing the remaining arrears balance in line with their agreement until the balance is finally cleared.
- Where rent arrears exist but are under 6 weeks, tenants will be asked to make an agreement to clear the arrears balance. They will be advised that their failure to do so will result in their case being suspended from bidding under Home Connections until the balance is cleared. If they do not adhere to an agreement their application for a transfer will be suspended until the arrears are cleared in line with an agreement.
- In the case of Supported tenants, move on will not be offered until the arrears have been cleared-unless approval is obtained in special circumstances from Housing Services Committee members.
- there are urgent medical or social grounds for a transfer. If the arrears are above six weeks then the decision must be approved by at least 3 members of the Housing Services Committee.

ii) **Court Order/Breach of tenancy:** All applications for a transfer will be suspended and no offer will be made where a court order has been obtained or breached or where legal action is being taken because of a serious breach of tenancy. In cases where a Notice of Seeking Possession has been served on a tenant for Nuisance or Anti Social Behaviour, tenants will not be permitted to bid for a transfer under Home Connections for the period that the Notice remains valid (12 months) from the date of service. The only exception will be where no further incidents of anti social behaviour or nuisance have occurred for a period of 6 months. In such cases the suspension will be lifted early.

ii) **Condition of Property:** All applications for a transfer will be suspended and no offer will not be made if a tenant has neglected or wilfully damaged their present home. In such circumstances , tenants will need to make good any damage caused to the property before we will consider them for a move again.

- iii) When a tenant applies for a transfer and a home visit is arranged by the housing officer, it is important that they inspect the property at that time to ensure there have not been any alterations or damage caused, If damage is discovered we will stop an application being processed until the damage or alteration have been adequately addressed.

## **14 TRANSFERS**

**14.1** Any tenant can apply for a transfer, but Innisfree will only place tenants on the appropriate transfer list if they have a substantial and genuine reason for needing to move, are eligible for points under our transfer policy and we are satisfied their needs can be met. Priority over other applicants will depend on the type of transfer required (e.g. whether due to harassment or overcrowding etc...) and the number of points allocated.

**14.2** In the case of ground floor flats where a medical doctor has stipulated on a signed Innisfree medical assessment form that the maximum floor level his patient can safely manage is the ground floor, priority should be given to the medical condition of the patient. This could result in them being offered a property which otherwise might go to another tenant. In arriving at this decision, Innisfree has taken account of the Government's guidance on preventative action to reduce urgent and non urgent hospital admissions. Ground floor flats rarely become available and when they do arise they need to be put to the best possible use.

**14.3** When an application for a transfer is received a home visit will be Arranged so the housing officer can inspect the current accommodation and interview the applicant. Tenants will be asked to give an undertaking to leave the accommodation in good and clean condition.

**14.4** If the transfer has been made for health reasons a medical form should be sent to the applicant and must be completed by their GP or another practitioner.

**14.5** All transfer applications will be pointed using the pointing system in the Allocations and Lettings procedure.

**14.6** All applicants will be advised in writing within 14 working days of a transfer visit (providing all supporting evidence has been received) as to whether their request for a transfer has been approved and, if so, the points awarded.

## **15. MOVE ON TENANTS**

**15.1** Innisfree aims to move on tenants from our supported housing schemes in line with supporting people guidance. However, the two year deadline is not

realistic in the current housing climate with severe shortages of move on accommodation being available. Even so we will do everything possible to assist tenants with finding their own accommodation when they are ready to move on.

**15.2** Tenants will be expected to bid for properties through either LOCATA or Home Connections CBL Schemes. However, as a member of Home Connections CBL Scheme we will ensure that all of our supported tenants are registered for bidding for the Association's cross borough vacancies advertised in this way. If we have good reason to believe that a tenant is not ready to move on to independent accommodation due to high support needs, we will suspend their bidding until such time they are ready. We reserve the right to make a direct offer of move on accommodation in circumstances where a tenant has been in occupation for over 2 years and is expected to move under Supporting People funding requirements or has suffered harassment or medical problems and requires an urgent move. If a tenant is not actively making bids on Home Connections or making an effort to find move on accommodation we may take action to end their tenancy. Officers will assist all tenants with the bidding process and with identifying other options for moving.

**15.3** Tenants living in either Vale Grove or Maldon Rd who benefit from the Boroughs annual quota for move on will have their bidding rights on Home Connections suspended at the point they are nominated under the quota system to prevent disadvantage to other tenants seeking a move. The move on quota system guarantees the nominee an offer of suitable accommodation within 12 months.

**15.4** In circumstances where the Association makes a direct offer due to Supporting People requirements or where there are specific circumstances, we will make only one such offer in each case. If an offer is refused we will reserve the right to bring the tenancy to an end-although we will continue to assist the tenant with finding alternative accommodation (including accommodation in the Private Rented Sector) while they remain in occupation.

**15.5** It is important that all tenants transferring to another Association property leave their property in a good condition before vacating. Officers should make every effort to inspect the property before they are signed up at the new one to ensure no damage has been caused. We will withdraw any offer if damage has been caused or the property is neglected.

## **16. SUCCESSION – the right to inherit a tenancy**

### **16.1 Assured Tenants**

Some tenancies are subject to succession and therefore do not become available for allocation in the usual way. Certain aspects of succession are governed by law, others are at the Association's discretion. Innisfree applies the following:

- a) if the deceased tenant was a joint tenant, the surviving joint tenant succeeds and the tenancy continues. There is no qualifying period.
- b) If there is no joint tenancy, the tenancy would pass to a spouse or partner (including lesbian or gay partner) if they have lived with the tenant for at least twelve months prior to the death of the tenant. Adequate proof of residency would be required.
- c) If there is no spouse, then another close member of the family may be granted a new tenancy but this is discretionary and only if they can prove that they had been living with the tenant for at least 12 months before the death. It may also be possible for a carer to succeed in certain circumstances. The tenancy of the deceased must be brought to an end by service of a NTQ at the property, on the estate of the deceased and on the Public Trustee's office.
- d) If we agree to grant a new tenancy to another close family member they will be asked to accept an offer of a smaller unit if the deceased tenant's property is larger than they need or not suitable. We would aim to rehouse them within six to twelve months of the original tenant dying. They would occupy the property under a licence or Assured Shorthold tenancy (AST) until alternative accommodation can be found. In such circumstances we will make one suitable offer of alternative accommodation. If this is refused the AST will be brought to an end.
- e) Where we agree to issue a new tenancy to the next of kin and more than one close relative wants to be the new tenant, the Association reserves the right to decide who is most appropriate to take on a new tenancy.
- f) If a non qualifying person remains in occupation of the property they will be considered as a trespasser and subject to appropriate legal action.

## **17. JOINT TENANCIES**

### **17.1 Creation of a joint tenancy**

Innisfree will offer people a joint tenancy where:

- a) people are nominated or referred to us together
- b) an Innisfree tenant asks for their partner (including a lesbian or gay partner) to be included on the tenancy, if they have been living together for at least 12 months and can provide adequate proof of residency . If a joint tenancy is created under such circumstances a new tenancy agreement must be completed and signed by both joint tenants. Once signed, it is legally binding on both tenants and it is not possible at a later stage for a tenant to request that it is ended.
- c) We may have to refuse an application for a joint tenancy if a tenant owes rent or is in breach of another tenancy condition or cannot provide adequate proof of residency. The granting of a joint tenancy is always at the discretion of the Association.

## **18. TERMINATION OF TENANCY**

**18.1** A tenant may only relinquish his or her interest in a joint tenancy by serving a Notice to Quit on the Association to bring the tenancy to an end or by assigning the tenancy to the other joint tenant using a “deed of release”. In such circumstances both joint tenants and the Association must consent to the tenancy being assigned... In certain situations where the property is too large for the remaining joint tenant, the Association may request that they move to a smaller property.

## **19. ASSIGNMENT**

**19.1** The Housing Acts 1988 and 1996 stipulate that assured tenants can assign their tenancy:

- a)** by way of mutual exchange
- b)** if a matrimonial court order has been made
- c)** to a person who would qualify as a successor if the tenant died (see above)

### **19.2 Mutual Exchange**

Assured tenants have the right to exchange their tenancy in defined circumstances. The exchange may be with another assured tenant or a secure tenant and the exchange may involve several different tenancies rather than a direct swap.

The right to exchange can be made conditional on clearance of rent arrears or resolution of another breach of tenancy, but no other conditions can be imposed. Consent can only be withheld for one of the following reasons:

- a)** if a court order has been made in respect of the tenancy
- b)** if possession proceedings have been begun or a Notice of seeking possession has been served for a breach of tenancy.
- c)** if the accommodation is too large or too small for the household needs (NB under-occupation by 1 bedroom is permitted)
- d)** if it is tied accommodation let to an employee of the Landlord
- e)** if the property is designed for a person with disabilities and the assignee does not have any disabilities
- f)** if the property is for persons with special needs and is not appropriate for the needs of the proposed assignee.

**19.3** Properties accepted must be accepted on an “as seen” basis and

only repairs which would normally be Innisfree's responsibility will be carried out. The only exceptions are gas and electricity tests which must be undertaken.

**19.4** Exchanges are subject to the written agreement of all Landlords involved.

**19.5** The lettings panel will attempt to "match up" cases wishing to exchange at the Void and Allocations meetings. We will contact tenants if we identify a potential exchange partner and discuss this option with them.

**20. MOVE UK**

**20.1** In addition to applying for a transfer, tenants will be advised of other options for moving-including MOVE UK which is a National Mobility Scheme which coordinates moves between tenants in different areas of the UK. If urgent rehousing is required, we will try and nominate tenants to other Housing Associations through this scheme.

**21. UNDER OCCUPATION**

**21.1** Due to the shortage of family sized accommodation becoming available, it is our policy to encourage those under-occupying to move to smaller accommodation more suited to their household size. In exceptional circumstances and if our budget permits we will seek the Chief Executive's approval to paying a small amount as an incentive to move -but this is not guaranteed.

**22. RECIPROCAL NOMINATIONS**

**22.1** On occasions where we are unable to house a tenant who requires an urgent move due to harassment or violence, we may consider entering into a reciprocal arrangement with a local authority. This means that we would ask the authority to house one of our tenants and in return we would agree to house one of their tenants or applicants. If a local authority agrees to a reciprocal nomination it is important that the details of the arrangement agreed are clearly recorded in writing to avoid any confusion or misunderstanding at a later date. Priority will be given to high priority cases only. In reciprocal cases, Innisfree can only state a preference for an Irish nomination from the local authority.

**23. SONS AND DAUGHTERS OF EXISTING TENANTS**

**23.1** Due to the severe shortage of accommodation becoming available for letting and the existing demands placed upon us, Innisfree is currently unable to accept housing applications from sons and daughters of existing tenants. However, we will continue to review our position on housing sons

and daughters when considering future demand and need for housing. Otherwise we will continue to offer advice on alternative housing solutions.

- 23.2** On occasions it may be possible for a son or daughter of a deceased tenant to be rehoused, however, they would have to satisfy our policy relating to succession. We are not under any legal obligation to house a son or daughter of an existing assured tenant.

## **24. RELATIONSHIP BREAKDOWN**

- 24.1** People who live together may break up and no longer want to share their home. Tenants requiring rehousing should be given clear advice on our policy. In most cases, Innisfree will not get involved in deciding who should remain in the property, and they should be advised to get independent legal advice. It may be that one joint tenant will agree to relinquish their part of the tenancy. It is also possible that one joint tenant may terminate the joint tenancy by serving a Notice to Quit.

- 24.2** In cases of domestic violence, the Association may decide to take action using Ground 14A of the Housing Act 1996. If a move is required as a result of domestic violence we will ensure that a victim centred approach is taken including advising the victim of their rehousing rights under the Homelessness Act 2002. . Officers should refer to the domestic violence policy in such situations.

- 24.3** The Association will not normally rehouse people displaced as a result of a relationship breaking down. However, if the displaced person is vulnerable and has a support need we will consider them for housing in one of our supported housing schemes. In such situations they will be interviewed, the case will be graded and awarded priority in the same way as all applicants.

## **25. RIGHTS TO SUBLET AND TAKE IN LODGERS**

- 25.1** The Association will not allow any property to be sub-let either in full or in part. If we are made aware or subletting is brought to our attention this will be treated as a breach of tenancy and the appropriate legal action will be taken.

- 25.2** Assured tenants are permitted to take in lodgers provided that consent is obtained in writing before doing so. We will not unreasonably withhold consent but we may refuse if the lodger has a known history of anti-social behaviour.

- 25.3** If a tenant takes in a lodger it will affect the level of housing benefit paid to them. Failing to disclose the fact that a lodger is in occupation may have a severe impact on a tenant's arrears, particularly if an overpayment of housing benefit has occurred as a result. Any tenant considering taking in

a lodger should seek advice on their rights and also how this may impact on their welfare benefits.

## **26 HOME OWNERSHIP**

- 26.1** Information on the different initiatives for Home Ownership can be obtained from the office.

## **27 CONFIDENTIALITY**

- 27.1** Innisfree is aware of the requirements of the Data Protection Act 1998 and we will only collect and use data for a defined purpose. We are also aware of the requirements of the Freedom of Information Act 2000, although it does not directly apply to Housing Associations.

All information provided by applicants will be treated in the strictest confidence and only used for the purposes of:

- a)** processing housing applications
- b)** monitoring the circumstances of housing applicants and new tenants to ensure that equal opportunities policies and procedures are being followed.

Every tenant has a right to see all material contained in their personal file under the Data Protection Act. The exception to this is any information provided by a third party or about a third party (e.g. Doctor, psychiatrist or solicitor or another tenant) which is exempt under the Data Protection Act.

Applicants have a right to view information held concerning their application by appointment with a housing officer or may have the documents copied and sent to them for a nominal fee.

## **28. REVIEW OF POLICY**

- 28.1** In addition to ongoing monitoring of all allocations and lettings, Innisfree will undertake a thorough review of the Allocations and Lettings Policy every three years unless legislation requires that it is reviewed earlier.

## **29. CONSULTATION**

- 29.1** When we review this policy we will continue to consult with tenants, applicants and other users of the service, where appropriate.