



Dunbritton Housing Association Limited

Name of Policy	Sub-Letting
Responsible Officer	Head of Housing Services
Date approved by Board	17 May 2023
Date of next Review	May 2026
Section	Housing Services
Reference	HS20

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1. INTRODUCTION

- 1.1 Dunbritton Housing Association is a registered social landlord established in 1992 to provide housing for social rent and services to owners through factoring.
- 1.2 We are governed by our Board, which is supported by a number of Committees. Our governance arrangements set out clearly the roles and responsibilities of our Board and Committee members and our members of staff.
- 1.3 Operational services are delivered through our office based at 1 Hatters Lane, Dumbarton G82 1AW.
- 1.4 As a landlord, Dunbritton Housing Association aims to promote the health and wellbeing of our customers by providing quality homes, located in estates that are safe, environmentally clean, and well managed.

2. AIMS & OBJECTIVES

- 2.1 The Housing (Scotland) Act 2001 re-affirms the implied term of the Housing (Scotland) Act 1988, that the tenant or sharing owner with the written consent of the landlord, may sub-let the whole or part of the property. Dunbritton will treat applications where the tenant is only letting part of the property as a Lodger Application.
- 2.2 The difference between lodging and sub-letting from Dunbritton perspective is that sub-lets involve the Dunbritton tenant or sharing owner moving away from the tenancy for a period of time (not usually longer than 12 months), whereas a lodger will rent part of the tenancy and our tenant/sharing owner will remain resident in the tenancy with the lodger. It should be noted that the legal contract (Scottish Secure Tenancy) or (Exclusive Occupancy Agreement) still exists between the “tenant” or “sharing owner” and Dunbritton Housing Association.
- 2.3 The sub-let procedure, which is a separate document, details how an application for sub-let will be dealt with internally by officers of the Association. Every application will be logged and its progress recorded on the Associations sub-let register;
<P:\DunbrittonHA\Departments\Housing Services\Registers\Allocations>
- 2.4 The reasonableness of a landlord’s decision on a sub-let application is found in statute and Dunbritton HA will not withhold permission without good reason. A written decision will be issued to the tenant within 28 days of receipt of the application.
- 2.5 This policy outlines the right to sub-let in accordance with the provisions of the Housing (Scotland) Act 2001 and as detailed in Dunbritton’s

Tenancy Agreement and the amendments outlined in the Housing (Scotland) Act 2014.

3. RISK MANAGEMENT

- 3.1 By having a written detailed sub-let Policy, the Association is able to ensure that a uniform and professional approach is adopted throughout the organisation and the service delivered is compliant with law, best practice, and internal policy.
- 3.2 Without a sub-let Policy, the Association is at risk of poor tenancy information, providing wrong advice and acting unprofessionally.

4. ELIGIBILITY CRITERIA?

- 4.1 Any Scottish Secure Tenant or Sharing Owner who can demonstrate good cause for having to be away from their home, such as work or family commitments, has the right to sub-let their tenancy in accordance with the legislation and this Policy. The tenant or sharing owner must provide satisfactory evidence that they intend to return and that the property will remain their principal home.
- 4.2 In accordance with the Housing (Scotland) Act 2014 the Association will only permit an application to sub-let when the principal tenant has been the tenant of the house throughout the 12 month period immediately before applying for written permission to sublet or if they were not the tenant throughout that period, the house must have been their only or principal home during those 12 months and the person who was the tenant at that time must have notified the Association that the person who is now the principal tenant was living there.
- 4.3 The proposed sub-tenant must be approved by the Association, who will require a satisfactory report from any former landlord within the last 5 years. A sub-let will not be approved if the sub-tenant already has permanent accommodation.
- 4.4 Specially adapted property (e.g. wheelchair accommodation) will not be eligible for sub-let unless the sub-tenant has a defined need for this type of property.

5. APPLICATION & AGREEMENT

- 5.1 The tenant or sharing owner must apply on the appropriate application form (Appendix 1) and provide full details of the person(s) they intend to sub-let to, as well as any charge they intend to levy.

- 5.2 The tenant or sharing owner must provide (at their own expense) a 'Sub-Letting Agreement', which must be approved by the Association and a copy retained. Details of any charge, deposit or service offered should be contained within the agreement. (If the Association feels that an unreasonable charge in any form is being levied we may refuse the sub-let). Once the rent has been set it cannot be increased during the time of the sub-let.
- 5.3 If the property to be sub-let is a shared ownership property check the Building Insurance Company have no objections to the property being sub-let. The Housing Officer should contact Insurers if the shared owner has their building insurance with the Association, if not, the shared owner should contact their insurance company themselves.
- 5.4 The Agreement must also detail the date the tenant intends to return although the agreement will be for a maximum of only 12 months. If the tenant subsequently decides they will not return to the property, they must, no less than 8 weeks from the end of the 12-month period, inform both the Association and the sub-tenant of their intention to end the tenancy. The tenant will be responsible for ensuring vacant possession on termination and this should be an integral part of their 'sub-let agreement'.
- 5.5 The tenant or sharing owner and the Association must remember that the original Scottish Secure Tenancy Agreement or exclusive occupancy agreement in place between Dunbritton HA and the tenant is still valid, and they are still responsible for the obligations as defined in the Tenancy Agreement / Occupancy Agreement, such as monthly rent due or re-chargeable repairs and the Association will enforce these conditions where necessary against the original tenant / sharing owner.

6. GROUNDS FOR REFUSAL

- 6.1 The Association is required to provide written consent or refusal on a sub-let application. Permission will only be withheld where there are reasonable grounds for doing so, such as:-
- ◆ Where the existing tenant has not used the property as their only or principal home for the preceding 12-month period.
 - ◆ A Notice of Proceedings has been served on the tenant specifying any of the "conduct" grounds set out in paragraphs 1 to 7 of Schedule 2 of the Act;
 - ◆ An order for Recovery of Possession of the house has been made against the tenant under Section 16 (2) of the Act;

- ◆ It appears to the Association that the tenant is to receive a payment for the sub-let or any other transaction which is other than a reasonable rent or reasonable and returnable deposit;
- ◆ There are current outstanding rent arrears or rechargeable repairs charges owed to the Association.
- ◆ The proposed sub-tenant owes the Association a debt and has not adhered to a reasonable arrangement for a minimum of 3 months;
- ◆ There is substantial damage to the property caused by the tenant, a member of the household or a visitor to the property.
- ◆ The proposed sub-tenant was previously involved in or evicted for serious anti-social behaviour within the last 5 years (this includes other social landlords);
- ◆ The Sub-let would lead to overcrowding or under-occupation of the property in line with the Association's Allocation Policy;
- ◆ The Association intends to carry out substantial work on the property.
- ◆ The property was designed or substantially adapted for a person with additional needs (e.g. for wheelchair use) or additional services (e.g. sheltered housing) which are not required by the sub-tenant;
- ◆ The house is unsuitable for the prospective sub-tenant's needs;
- ◆ Either party has given false or incomplete information about the application;
- ◆ An unsatisfactory report is received from the sub-tenant's previous landlord in respect of damage to property, rent arrears or anti-social behaviour.

This list, while comprehensive is not exhaustive and each application will be fully assessed by a member of the Housing Services Team before granting or refusing consent.

7. FALSE INFORMATION

- 7.1 Anyone applying to sub-let their tenancy will have to sign the application form thereby certifying that the information is correct and no false or misleading information has been given in order to influence the decision to sub-let the tenancy, or relevant information withheld which may affect the decision. Should the Association discover that an application has been falsified then the Association may either cancel the application or commence legal action with a view to recovering the tenancy.

8. APPEALS / COMPLAINTS

- 8.1 Any tenant who feels aggrieved by their treatment under this Policy can ask for a copy of the Association's Complaints Policy which is available at the Associations Office. You also have a right to complain to the Public Services Ombudsman. The Complaints Policy details the way in which you can complain and the timescales for responding.

9. CUSTOMER SERVICES

- 9.1 All joint tenancy applications will be carried out in line with our Customer Service Standards.
- 9.2 Complaints in relation to service failures in our obligations for joint tenancies will be dealt with in line with our Complaint Handling Policy/procedure.

10. EQUALITIES COMMITMENT

- 10.1 As a service provider and employer we recognise the requirements of the Equality Act 2010, oppose any form of discrimination, and will treat all customers, internal and external, with dignity and respect. We recognise diversity and will ensure that all of our actions ensure accessibility and reduce barriers to employment and the services we provide.

11. LINKS TO OTHER POLICIES

- 11.1 The following Policies relate to and should be referred to in respect of the Sublet Policy;
- Allocations Policy
 - Rent Management Policy



APPLICATION TO SUBLET

TENANT DETAILS

Name: _____

Address: _____

Phone No.: _____

How much rent per month do you intend to charge the sub-lessee? _____

Please state your reasons for wishing to sublet your property. _____

What dates do you want to sublet your property from and to?

From _____ To _____

Please enclose a copy of the written agreement you will provide your sub-lessee with. Approval cannot be given without the Association agreeing to the terms of the agreement therefore please do not submit this form until you have enclosed an agreement.

The agreement must include details of the dates of sub lease, the rent and any other charges, responsibilities in relation to communal areas, anti-social behaviour, repairs reporting.

FORWARDING ADDRESS AND DETAILS

Forwarding Address :

Phone Number: _____

PROSPECTIVE SUB – LESSEE’S DETAILS

Name: _____

Address: _____

Phone No: _____

PAST ACCOMODATION OF SUB – LESSEE

Please give details of past accommodation over the last 5 years.

Address	Tenant/ Lodger/ Owner	Date From	Date To	Name & Address of Landlord

Please give details of all people who will be living with you

Name	Address	Relationship to you	Date of birth

We state that the information supplied above is accurate and true.

Tenant's/ Sharing Owner's Signature: _____

Date: _____

Witness Signature_____

Witness Name & Address to be printed

Prospective Sub – Lessee's Signature: _____

Date: _____

Witness Signature_____

Date_____

Witness Name & Address to be printed

DECLARATION (TO BE SIGNED BY PROSPECTIVE SUB - LESSEE)

I agree that Dunbritton Housing Association can contact current or former landlords to ascertain how my tenancy is/was conducted.

Any information will be treated as confidential and may include information held on file and covered under the Data protection Act 1998.

Name_____

Address_____

Signature(s)_____

Date_____