Lodgers, Subletting and Unauthorised Occupants Policy

1. Introduction

1.1 This policy sets out our approach to lodgers and subletting, dealing with unauthorised occupants living in our homes and tenancy fraud.

1.2 This policy aims to identify unauthorised occupants and tackle tenancy fraud, make the best use of our housing stock, and assess applications for subletting, lodgers and caretakers fairly and in line with tenancy agreements.

1.3 This policy has links to some of our other policies, and we've thought about these links when reviewing the policy. This policy should be read alongside our lettings policies, Rehousing Policy and Subletting and Lodging (Home Ownership) Policy.

2. Scope

2.1 This policy covers the Peabody Group and all its subsidiaries.

2.2 This policy covers all tenancy types. It does not cover freeholders, leaseholders, shared owners, or licence holders.

3. Key terms and definitions

3.1 A **lodger** has access to, and shares, all the facilities of a property with the tenant and is treated as a member of the family or household. A lodger has entered an agreement with one of our tenants to stay in a part of the property and has no exclusive use of the dwelling.

3.2 A **sub-tenant** has exclusive use to a part of a property, such as a bedroom.

3.3 A **caretaker** looks after a property while the tenant is temporarily away from home.

3.4 A **squatter** is someone who has entered into occupation of a property without our or the tenant's permission and includes anyone who remains / returns after an eviction.

3.5 An **unauthorised occupier** may have permission to stay from the tenant and might occupy the whole property on their own but without our permission.

4. Our approach

Lodgers and renting out part of the property

4.1 If a tenant is going to be away from the premises for more than three months (or a shorter period if specified in the tenancy agreement e.g. 28 days), they must let us know in writing as soon as possible, providing details of their expected return date and contact details. If the tenant does not provide us with these details, we can assume that they have no intention of returning and that the premises are no longer the tenant's principle home.

4.2 Most of our tenants, apart from those in supported and older persons housing, have the right to take in a lodger as long as they get our written permission. All tenants should refer to their tenancy agreement to find out whether they are eligible to take in a lodger, particularly for specialist accommodation.

4.3 Starter tenants have no rights to take in a lodger or rent out the whole, or part of, their home for any period.

4.4 Only our lifetime assured and secure tenants have the right to take in a sub-tenant. Fixed term assured shorthold tenants do not have this right, although we may allow them to have a sub-tenant, particularly where this may offset the effects of welfare reform.

4.5 In accordance with tenancy type, assured tenants must make a written request to take in a lodger, where their tenancy agreement allows them to do so.

4.6 We may request additional information from the tenant before agreeing to their request to take in a lodger. This includes, but is not limited to, the proposed lodger's personal details, as well as which part of the property the lodger will occupy.

4.7 Where tenancy agreements permit, we advise secure tenants to notify us of a lodger for our records.

4.8 We will not withhold consent from tenants to take in a lodger providing that their tenancy agreement allows them to do so, it does not result in overcrowding or any other breach of tenancy, and a satisfactory risk assessment has been completed if appropriate. We will respond with our decision within 10 working days.

4.9 Unless stated in the tenancy agreement, for example intermediate market rent or Regency tenants, assured shorthold tenants generally have no rights to take on a lodger or rent out the whole, or part of, the property for any period. This includes any temporary or holiday lets (such as Airbnb, Gumtree or similar).

4.10 All temporary or holiday lets (through organisations such as Airbnb, Gumtree or similar) by assured shorthold tenants will be considered as an unauthorised occupancy and we will follow our processes accordingly.

4.11 Tenants cannot sublet the whole of their home. Subletting the whole of the home will be treated as abandonment / tenancy fraud and a breach of the tenancy agreement. We will take action to regain possession if the whole of the home has been sublet. Subletting without permission may also be a criminal offence, the penalties for which can be a fine and/or imprisonment.

4.12 Leaseholders have different rights to tenants for lodgers and sub-tenants and we will check the individual lease when receiving any requests from a leaseholder. Please see the Subletting and Lodging (Home Ownership) Policy for more details.

4.13 Any tenant can appeal against a decision that we make in relation to adding someone to the tenancy agreement or the home, where the tenancy agreement allows for it in the first place (subsidiaries may set out appeals processes as part of local procedures.

4.14 Where allowed for in the tenancy agreement, we will not withhold permission from an assured or secure tenant requesting to rent out part of their property, provided it does not result in overcrowding or any other breach of tenancy and planned works at the property will not affect the sub-tenant.

4.15 We will revoke permission for a lodger or renting out part of the property where any eligibility criteria have been breached, such as a breach of tenancy.

4.16 Assured and secure tenants will be responsible for assessing the financial and legal implications of having a lodger or sub-tenant. They are also responsible for checking that their lodger or sub-tenant has the right to rent.

4.17 The tenant remains responsible for all conditions of the tenancy and the behaviour of any lodgers or sub-tenants. We will regard a lodger or sub-tenant as a member of the household for the purposes of antisocial behaviour.

Caretakers

4.18 Tenants are required to obtain written permission from us before having a caretaker (see 3.3). This will be reliant on the tenant providing documentation on why they require a caretaker, and photographic identification and contact details for the caretaker.

4.19 We will consider a request for a caretaker where explicit criteria apply. This includes permission for up to 13 weeks if the tenant:

- Is on holiday
- Staying in a relative's home to look after them while they are ill
- Moving into a care home on a trial basis.

And permission for up to 52 weeks if the tenant:

- Is fleeing home due to violence or a fear of violence
- Is a patient in hospital
- Is on a government-approved training course
- Has an offer of temporary employment with proof of contract
- Is receiving care in a residential home
- Is providing care for a child whose parent or guardian is away from home receiving medical treatment
- Is in prison or on remand (unless the terms of the tenancy agreement have been breached).

4.20 Requests for a caretaker will be subject to a risk assessment where appropriate.

4.21 We will continue to communicate solely with the tenant and not create a new tenancy. In all cases the tenant will remain liable to pay the rent.

Squatters and unauthorised occupancy

4.22 There are various forms of unauthorised occupancy, including but not limited to:

- Fraudulently obtaining a tenancy (e.g. through the misrepresentation of identity or circumstances)
- Non-occupation by the tenant as their principal home
- Unlawfully renting out a part or the whole of a property (e.g. the whole property to a single household or multiple sublets within one property)
- Fraudulent succession
- Unauthorised assignments or exchange
- Key selling (where the tenant leaves the property and passes on the keys in return for a one-off lump sum payment)
- Not notifying us when the tenant moves out or passes away.

4.23 We work with local authorities and other agencies to share data and investigate cases of suspected fraud or unauthorised occupancy, including criminal cases where appropriate.

4.24 Tenants and non-tenants can report suspected cases of tenancy fraud or unauthorised occupants to us. We will keep reports confidential and accept anonymous reports and investigate.

4.25 We have actions in place to identify and deter unauthorised occupants and tenancy fraud, including:

- Tenancy checks at the start of the tenancy
- Utilising data matching services, credit reference agencies and other fraud detection agencies to cross check information provided on both new and existing tenancies
- Photographs of all new tenants that are linked to their tenancy agreement
- Settling in visits to all new general needs tenancies
- Tenancy audit visits during the day and evening
- Providing training for staff on identifying and investigating cases
- Ensuring residents know what constitutes occupancy/tenancy fraud.

4.26 When fraud has been identified, we will signpost victims of occupancy fraud to housing advice and support services.

4.27 We will seek to recover any funds obtained through tenancy fraud and seek enhanced damages where appropriate.

4.28 We will take legal action where necessary to recover possession of illegally occupied properties. We work with prosecuting authorities to secure convictions in appropriate cases.

4.29 We will not permit squatters to occupy our properties and will take prompt action through contacting the police and following prosecution procedures where appropriate.

4.30 We will minimise unauthorised occupancy or squatting by implementing measures such as:

- Protecting vacant properties with good security measures, including boarding up of doors and windows where necessary
- Checking empty properties on a regular basis
- Ensuring empty properties are fully secure and do not look obviously neglected
- Keeping good tenancy records of all occupants from sign up
- Updating our records on a regular basis
- Carrying out reviews on tenancies and current occupiers
- Putting systems in place to mitigate the risk of in-house fraud.

Tenancy fraud

4.31 Peabody has a designated Tenancy Fraud team with responsibility for investigating cases of suspected tenancy fraud. Town & Country Housing manage tenancy fraud within the local Neighbourhood teams.

4.32 We use a range of services and techniques (e.g. data matching, working with partner agencies, effective record keeping etc.) to enforce this policy.

4.33 For more information and detail on how we identify, prevent and act against tenancy fraud, please see the Tenancy Fraud procedure or subsidiary equivalent.

5. Equality, Diversity and Inclusion

5.1 We make sure our decisions in relation to this policy do not discriminate, directly or indirectly, on the grounds of any protected characteristic defined in the Equality Act 2010 or any other legislation.

5.2 We undertake proportionality and public-sector equality duty assessments when taking legal enforcement action.

5.3 This is an integration policy and no significant changes have been made to the legacy organisations' approach. A full Equality Impact Assessment will be carried out when this policy is next fully reviewed.

6. Legislation and Regulation

6.1 The key relevant legislation which applies to this policy is:

- Prevention of Social Housing Fraud Act 2013
- Fraud Act 2006
- Housing Act 1985
- Housing Act 1988
- Localism Act 2011
- Immigration Act 2014

7. Responsibilities

7.1 The Managing Director North Counties has overall accountability for this policy and implementation.

7.2 For Town and Country Housing, the Operations Director has overall accountability for this policy and implementation.

7.3 Decisions on whether to accept a request for a lodger or a caretaker are made by the Neighbourhoods teams.

7.4 The Tenancy Fraud team and Neighbourhood Managers are responsible for carrying our fraud checks of at-risk properties.

Approval

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Policy owner	Managing Director North Counties