

Empty Homes & Lettings Policy

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1. Document Overview

Purpose	
Audience	
Data Classification	For internal use only
Review Cycle	60 months
Next Review	01/09/2030
Relevant Legislation	Regulator of Social Housing Tenancy Standard, the Equality Act 2010 and the part 6 Section 170 of the Housing Act 1996

2. Document Version History

Version	Date	Author	Reviewer	Changes & Additions
V1.0	01/09/2018			
V2	01/09/2023	Sarah D	EMT	
V3	20/08/25	Sarah D		Included garage lettings & management move panel decisions.

3. Introduction

This policy sets out Thrive Homes' approach to empty homes management and maintenance, and the letting of empty properties. The policy follows the Regulatory Framework's consumer standards to demonstrate that we let homes in a fair, transparent and efficient way, make best use of our stock and work with our local authority partners to assist them in meeting their housing duty.

4. Scope

This policy applies to all social rent properties which includes those properties let at an affordable and intermediate rent. Allocations for properties which are not considered to be social rent (for example market rent or shared ownership) are outside the scope of this policy. The Policy also includes the letting of garages.

5. The Policy

Giving Notice

- 5.1 All tenants are required to give 28 days' notice in writing of their intention to terminate their tenancy. If a tenant returns the keys to the property without giving the correct notice, rent and other charges will be liable until the notice period expires.
- To minimise the short-term void period, Thrive Homes will use the notice period to advertise, pre-allocate and may view the property with the outgoing tenants' co-operation.

Damage, unauthorised alterations and items left at the end of tenancy

- 5.2 Tenants are required to put right any damage or unauthorised alterations and leave the property in a clean and clear condition prior to the tenancy ending. If these works are not completed, Thrive Homes will stop internal transfers and take appropriate action for breach of tenancy, which could include enforcement.
- Should a tenant end the tenancy, return keys and vacate the property without doing the required works and/or leave personal items, furniture or an un-cleared garden, for example, a charge will be incurred which will be inclusive of management charges for the removal or clearance of the item/s.

Returning the keys

- 5.3 The keys of the empty property must be returned by 12 noon on the relevant Monday in accordance with the notice. Where the keys are not received, any rent and charges associated with the property will continue until the keys are returned. Rent is charged on a weekly basis therefore where keys are returned after 12 noon on the Monday, the full weekly rent and charges will be applied.

Repairs to the empty property

- 5.4 Works to the empty property will be specified and carried out in line with the Home Standard (as outlined in the Thrive Offer and Ask).
- All works outside the Home Standard will be identified at the time of the inspection, a repair order raised and scheduled to be completed within the first 60 days of the tenancy when the new tenant is in occupation.
- Properties will be assessed against the Home Standard and, where Thrive deems applicable, a decorations voucher will be given to assist with the cost of decoration. Decorations vouchers are issued at Thrive's discretion.

Letting Thrive Homes' properties

- 5.5 Thrive Homes will co-operate with local authorities strategic housing function and their duties to meet identified local housing needs. Thrive enters into nomination agreements and Service Level Agreements ("SLA") when new schemes are developed or acquired and will comply with the SLA's and section 106 agreements of the local authority areas we operate in. Thrive Homes does not operate a waiting list of its own.
- Thrive will allocate and advertise properties in accordance with the nomination agreement or SLA with the local authority for the area of that property or specific scheme (unless the property is a direct let).

Nomination agreements allow for a percentage of properties to be let directly. The circumstances where a direct let may take place are outlined in Appendix 1.

Properties with major adaptations will be advertised as such with bids limited to those applicants with the same or similar requirements. Thrive Homes will work with partner local authorities and choice-based lettings consortia to provide additional choice to applicants with medical or mobility needs and ensure that full assessments of void properties are carried out to determine suitability. Adaptations will be carried out in accordance with Thrive's Aids and Adaptations Policy. If a property has minor adaptations which are not viable to accommodate an applicant in a particular property, these will be removed, and the property returned to general needs.

Thrive Homes will allow nominees up to 72 hours to provide the relevant documents to support their application. Failure to do this, will result in the next nomination being sought. Following verification, affordability and tenancy history checks, provisional offers will be made to the applicant with the highest priority within the banding authority except in exceptional circumstances as outlined in appendix 3.

Applicants can only receive one offer at any one time. Should they bid on more than one property in a cycle and be at the top of more than one shortlist, the applicant will be given a maximum of 24 hours to choose which property they would like to be offered. Thrive Homes can decide on behalf of the applicant if they cannot be contacted within the 24-hour timescale.

Where two applicants meet the criteria and have the same application date, Thrive Homes will decide who will be offered the property.

To ensure that properties are let as quickly as possible, Thrive Homes considers 24 hours to be a reasonable period for an applicant to make a decision to view or accept the offer (Part 6 Housing Act 1996). If the applicant does not respond, the offer will be withdrawn.

Multiple viewings will be arranged where appropriate. The applicant with the highest priority has the first refusal.

Offers may be withdrawn in some circumstances. Examples of such circumstances are given in appendix 4.

Tenancies are offered in accordance with our Tenure Policy. Thrive Homes' tenancies will start on a Monday. However, rent can be charged mid-week in certain circumstances which will be pro rata the full week's rent.

Tenants will be required to sign an inventory to note the condition of the property within 3 working days of the tenancy beginning.

If Thrive Homes has been unable to let properties through the local authority, it will advertise properties through partner agencies, including homeless charities to make the best use of housing stock.

Local lettings policies

- 5.6 All local lettings policies will be agreed by Thrive Homes and the relevant local authority before implementation. Details of the criteria will be stated in the choice-based lettings advert. As with all offers of properties, applicants will be required to meet the criteria.

Tenancy Sustainment

- 5.7 Thrive focuses on ensuring that the tenancy is sustainable for the customer. This includes vulnerable customers but will require that enough appropriate support is in place for the individual to sustain their tenancy. See appendix 2.

Bedroom eligibility and increasing mobility

- 5.8 Bedroom eligibility will be in accordance with the relevant local authorities' allocations policy.

Tenants who are under occupying will be helped to move providing they have kept to the terms and conditions of their tenancy. Unpaid rent may be deducted from any Downsizing payment if applicable or transferred if approved by Thrive.

Mutual exchanges will be promoted where tenants are eligible.

Refusing housing applicants and withdrawing offers

5.9 Thrive will refuse to house applicants in some circumstances even if the local authority has accepted that individual onto the local allocations scheme. Details of these circumstances can be found in appendix 3.

In exceptional circumstances offers may be withdrawn, see appendix 4.

Garage Lettings

5.10 Thrive Homes will let garages on a first come first served basis. There is a waiting list for the garages Thrive owns. Enquiries should be made directly to the Onboarding team who will advise what garages are currently available and add the applicant to the waiting list.

Customers will be given a licence agreement to use the garage. The conditions of this use are set out in appendix 5.

If a customer would like to terminate their garage tenancy, they must provide one weeks' notice, and ensure the garage is left clean and clear of belongings. Keys must be returned in line with house tenancies, before midday on a Monday, otherwise a further week's charge will be applied until the keys are returned.

6. Appeals

Applicants can appeal in writing against any allocation decision made by Thrive Homes, within seven days of the decision, beginning from the date of the decision.

7. False information

Thrive Homes allocates properties based on information held on the CBL Housing Register application. Thrive Homes may prosecute any applicant who commits an offence under Section 171 of the Housing Act 1996 and may seek possession of any tenancy granted as a result of a false statement by the tenant, or anyone acting at the tenants' instigation or with their knowledge.

8. Employees and Board members

Applications for accommodation from employees, or relatives of employees, will be assessed in the same way as other applications. If an employee or their relative(s) are eligible for re-housing, the application will be referred to the Chief Executive who, in consultation with the Chair of Thrive Homes, will consider approval to allocate a property. This will then be reported to the subsequent Board meeting, under Section 13 of the Probity Policy 'Housing Board Members and Employees and their Close Relatives'. The employee(s) concerned will not be involved in the lettings process.

9. Monitoring and reviews

This policy will be monitored through departmental KPIs and sample audits of lets.

The policy will be reviewed every five years or sooner should regulatory advice or the ongoing monitoring of the delivery of the policy reveal that a review is desirable.

10. Other Related Policies and Guidance

This policy links to other policies Thrive has in place, including but not limited to:

- Aids and Adaptions
- Tenure
- Affordable Rent
- Downsizing policy
- Rent and Service Charge
- Decant
- Probity

As a business we try hard to keep all these related policies aligned with each other. If you do spot any inconsistency, please do contact the Author at your earliest opportunity and make your concerns known. Your support to keep information clear and consistent will always be welcomed.

11. Policy Approval

As this policy is a core component of how Thrive manages its business the document will be evaluated by the Executive Management Team and /Committee/Board as part of any review.

12. Support and Further Guidance

This policy has been drafted with input from staff across Thrive. If you have any concerns on how to interpret or follow its requirements, it's your responsibility to make your concerns known to your manager or a member of the Customer Team.

Each Thrive team member has a responsibility to work in a way that's consistent with the expectations set out in the documents and its implied intent. Should you witness or become aware of anyone consciously or unconsciously not following this policy you must alert your line manager or member of the leadership team as soon as is reasonably practical.

13. Appendices

Empty Homes and Lettings Policy

Appendix 1 - Direct lets

Reasons for undertaking direct lets

Thrive will allocate properties in accordance with the nomination agreement or SLA with the local authority for the area or specific scheme. Nomination agreements allow for a percentage of properties to be let directly. The circumstances where a direct let include (but are not limited to) the occasions below.

Transfers on management grounds

Thrive Homes has the authority to approve transfers/re-housing on management grounds, without the involvement of local authority partners. Cases will be discussed at a panel meeting, conducted with Business Leads from different service areas, to ensure a range of perspectives are observed. Tenants awarded a transfer on management grounds will receive one offer of alternative accommodation only in like-for-like accommodation, which relates to the size of the property only (not the layout, type or area) except in exceptional circumstances (for example, if the tenant is statutorily over-crowded or the family is likely to meet the requirements for the next sized accommodation in the next six months).

Management grounds can include (but are not limited to), re-housing victims of anti-social behaviour, domestic abuse or separating joint tenancies.

If approved, in most cases the tenant will be offered a direct let from Thrive Homes but, where help is required from the local authority, Thrive will provide the local authority with the supporting information and request that they award a priority banding. The decision for priority of those cases will remain with the local authority. As there is limited stock to allow for such moves, the panel will decide on the urgency of cases, and give prioritisation accordingly, and other means of moving home should continue to be explored simultaneously, such as Mutual Exchange.

If the panel refuse a case, it will be referred to the Head of Service to review and make a final decision.

Temporary or emergency rehousing

A direct let will be made on properties required for temporary or emergency re-housing of a Thrive Homes tenant or in order to assist the local authority to house homeless applicants where there is a duty to assist them under Part 7 of the Housing Act 1996, on licences or contractual tenancies, whilst investigations are ongoing. These properties will not be advertised through choice-based lettings.

Decants

Thrive Homes' tenants who are required to move either temporarily on a licence or on a permanent basis due to major works, refurbishment or redevelopment of their property, will be given decant priority by Thrive Homes. Decanting is covered in more detail in Thrive's Decant and Re-purchase Policy.

Appendix 2

Tenancy Sustainment and the allocation of properties to vulnerable persons

Thrive recognises that some applicants for affordable housing are vulnerable. For the purposes of this policy vulnerabilities may include but are not limited to:

- A person with a disability as defined by the Equality Act 2010
- care leavers
- prison leavers
- a person fleeing domestic abuse
- a person who is likely to experience problems in maintaining a tenancy as they have a history of debt

Thrive will carry out an assessment of all applicants to understand any support needs that may be required to help the applicant maintain the tenancy.

If an applicant is considered vulnerable, Thrive will assess the support needs that are available to the applicant.

Where an allocation of a property is not deemed reasonable, the nominating local authority will be advised, and reasons given. The reasons could include:

- the applicant is not engaging with the support agency
- the property is not suitable for the needs of the individual and adaptations are not possible
- the applicant requires support in order to sustain the tenancy but there is no support available from a suitable agency

Where applicants are offered a tenancy on the understanding that they will work with a support agency, but they fail to engage, Thrive Homes may take action for tenancy breach.

Appendix 3

There are some circumstances where Thrive deem it unreasonable to either transfer or house applicants. These circumstances are set out below.

Thrive Homes will defer or refuse a transfer if:

- the applicant owes any money to Thrive
- the applicant has been evicted from a Thrive property
- the applicant or a member of their household has been guilty of criminal offences that would be deemed a breach of tenancy
- the applicant or a member of their household has been involved in antisocial behaviour that would be deemed a breach of tenancy
- the applicant has abandoned a Thrive property
- there has been any non-compliance with the Thrive tenancy (if the breach has been rectified for 12 weeks or more the applicant will be considered)

- the property the tenant is leaving is deemed to be in a poor condition due to tenant neglect, and they have failed to bring the property in line with the standard defined at the pre-termination visit
- the tenant holds an interest in another property, either as a tenancy or through ownership
- there is evidence of, or investigations are being carried out into, tenancy fraud.
- the applicant has specific support needs that cannot be met by Thrive and it is likely that the lack of support may result in the tenancy failing.
- the applicant doesn't meet the criteria for the property, e.g. a local lettings policy or age restricted property
- credit/affordability checks confirm the tenancy cannot be sustained.
- former tenant's debts, including arrears and rechargeable works, where a payment plan has not been met or expected to clear the debt within a reasonable timescale.
- the applicant or a household member has been found to cause anti-social behaviour as defined by the Thrive Homes Anti-Social Behaviour Policy
- there has been nuisance or annoyance to neighbours and/or illegal or immoral use of the property and/or domestic violence.
- tenancy obtained fraudulently within the last 7 years.

In exceptional circumstances a tenant can receive an offer if there is an urgent medical or welfare need; where there is a debt on the rent account this will be transferred to the new tenancy. If the tenant is moving from larger to smaller accommodation any incentive payment will be used to re-pay the debt.

Appendix 4

Withdrawing offers

Examples of when a provisional or actual offer will be withdrawn are below. The list is not exhaustive:

- there has been a change of the applicant's circumstances which no longer makes them eligible for the property.
- where the applicant does not respond to the offer within the timescale given by Thrive Homes
- information has been received that would indicate fraud.
- the property has been incorrectly advertised.
- the applicant had previously held a Thrive Homes tenancy which they failed to disclose or where a tenancy was in breach due to anti-social behaviour, rent arrears or any other reason.
- there has been a history of anti-social behaviour in a previous tenancy.
- the offer could place a vulnerable applicant, tenant or neighbours at risk of harm.
- the property is required for emergency re-housing.
- the affordability check suggests the letting of this property will result in the tenancy being unsustainable.
- the applicant demonstrates abusive behaviour (verbally or physically) during the offer/viewing process.
- The offer is not in the best interests of the nominee, and they are being coerced into accepting the property.

Appendix 5

Garage lettings

The premises is only to be used for:-

- the purpose of storing a taxed and roadworthy motor vehicle

The premises cannot be used for :-

- Business use
- carry out major repair work to any vehicle
- fit or attach any hosepipe or other connection to any standpipe
- disturb or alter any electricity supply, or
- store dangerous or flammable liquids, in or upon the Premises
-

The Landlord cannot be held responsible for any loss or damage occurred to, or damage caused by, any stored item in or upon the premises.