

## LODGERS POLICY

### 1. Introduction

- 1.1 The Housing (Scotland) Act 2001 provides for the right for tenants to take in a lodger. This right is detailed in the Scottish Secure Tenancy Agreement.
- 1.2 Taking in a lodger normally refers to a situation where the tenant will continue to reside in the property.

Where the tenant will be absent from the property they should apply for permission to sub-let the property.

Members of the tenant's family will not be counted as lodgers.

### 2. Application to Take in a Lodger

- 2.1 Before a tenant can take in a lodger they must apply in writing to Ayrshire Housing (the association) for permission and get written consent from the association.
- 2.2 The tenant will be required to provide the lodger with an agreement covering the terms of their occupancy. This should include information on the rent and any other charges payable e.g. Council Tax, the extent of the accommodation the lodger will have use of including exclusive use and/or shared use, behaviour expected and notice period required.

### 3. Conditions for Approval or Refusal of Consent to Take in a Lodger

- 3.1 The association may refuse permission to the request if it is considered reasonable to do so.

Grounds for refusing consent are listed in Section 32 of the Housing (Scotland) Act 2001.

- A Notice of Recovery of Possession has been served on the tenant on any of the "conduct grounds" set out in paragraphs 1-7 of Schedule 2 of the Housing (Scotland) Act 2001.
- An Order for Recovery of Possession has been made against the tenant.
- A payment has been received by the tenant, in cash or in kind, in consideration of the lodging that is not a reasonable rent or deposit.
- Ayrshire Housing intends to carry out substantial work on the property.

- There is damage or disrepair to the property caused by the tenant, a member of the household or a visitor to the property.
- The tenant has outstanding debt owing to Ayrshire Housing in terms of their tenancy being either arrears of rent, rechargeable repairs or any other debt related to their occupancy of the property.
- The association has been given incomplete or false information about the application.
- The house is unsuitable for the prospective lodger's needs.
- The prospective lodger has pursued a course of anti-social behaviour or has been convicted of using a previous tenancy for illegal or immoral purposes or has an Anti-social Behaviour Order.
- The property was designed or substantially adapted for a person with special needs, for example Wheelchair Adapted properties or Elderly Amenity properties, and the lodger, or any other member of the household, does not require this type of property.
- There are current outstanding rent arrears or rechargeable repair charges outstanding to the association.
- Permission to take in a lodger would lead to the property being overcrowded.
- Where the association would not allocate a tenancy to the proposed lodger for any other reasons set out in the association's Allocations Policy.

3.2 The rent that is proposed to be charged by the tenant to the lodger must be no more than the rent charged by the association to the tenant.

In deciding if a charge is reasonable the association will consider the extent of the accommodation available for the lodger's use along with any other services provided by the tenant to the lodger, and the rent charged as a proportion of the rent due by the tenant to the association.

A deposit may be charged by the tenant to the lodger e.g. for security of furniture and fittings, but this must not exceed two months' rent payable by the tenant to the association.

#### **4. Notification of Decision to Approve or Refuse Request to Take In a Lodger**

4.1 The association will notify the tenant in writing of the decision to approve or refuse consent to their application to take in a lodger within 28 days of receiving the

application. Where the decision is to refuse consent, the association will provide the tenant with the reasons for refusing consent.

- 4.2 If Ayrshire Housing has not notified the tenant of their decision, in writing, within 28 days from receiving the written application then they will be deemed to have consented to the application.
- 4.3 Although the association cannot withhold permission unreasonably, it may set reasonable and appropriate criteria for any lodging to be permitted.
- 4.4 Appeals against any decision made under the terms of this policy should be submitted to the Head of Housing Services.
- 4.5 A tenant who is aggrieved by a refusal to approve their request may challenge the decision by raising proceedings at the Sheriff Court by way of a summary application.

## **5. Lodgers and Tenant's Responsibilities**

- 5.1 The tenant shall remain fully responsible for adhering to and meeting the terms and conditions as detailed in their Scottish Secure Tenancy agreement with Ayrshire Housing including their obligations and responsibilities with regards to payment of rent to the association and responsibility for any damage, unauthorised alterations or non-standard fittings caused by or carried out by their lodger.
- 5.2 The tenant must notify the association of any proposed increase in the rent which was payable by the lodger at the start of the sub-let.
- 5.3 The tenant must not increase the rent if the association objects to the increase.
- 5.4 A lodger approved under this policy does not become a tenant of the association therefore if the tenancy is terminated, either by the tenant or as a result of a Possession Order, the lodger has no legal right to the tenancy or to continue to occupy the property.

## **6. Equality and Diversity**

- 6.1 Ayrshire Housing is committed to equal and fair treatment of all sections of the community. Accordingly, no person will be discriminated against during the implementation of this policy on the grounds of sex, marital status, family circumstances, race, ethnic or national origins, disability, age, religion, political or sexual orientation. In delivering this policy, Ayrshire Housing's staff will comply fully with the requirements of the association's Equality and Diversity Policy.

## **7. Complaints**

- 7.1 Any individual who is dissatisfied with the service experienced should be encouraged to provide feedback. Complaints regarding the implementation of this policy will be dealt with in accordance with the association's corporate Customer Complaints Policy and associated procedures.