



EMPTY HOMES & ALLOCATIONS POLICY

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1. Policy Statement

- 1.1** Eastlight Community Homes (hereafter ‘Eastlight’) aims to provide a range of homes for people who cannot access suitable housing on the open market. We also recognise the important role we play in the communities within which we work.
- 1.2** This Policy sets out our standards for practice, demonstrating that we let homes in a fair, transparent and efficient way, make best use of our homes, and work with our Local Authority partners to assist them in meeting their housing duty.
- 1.3** The Policy follows the Regulatory Framework’s Consumer Standards.

2. Scope

- 2.1** This Policy encompasses our approach to empty homes management and maintenance, and the letting of empty homes. It applies to all rented homes, which includes properties let at an affordable or social rent. Allocations for market rent or shared ownership are outside the scope of this Policy.
- 2.2** The following policies should be read in conjunction with our Empty Homes & Allocations Policy:
 - The Eastlight Standard
 - Shared Ownership Policy
 - Tenure Policy
 - Repairs Policy
 - Recharge Policy
 - Rent Policy
 - Probity Policy.

3. Principles

- 3.1** We will let our homes in a transparent and efficient way.
- 3.2** We undertake to consider the housing needs and aspirations of our existing residents and potential residents.
- 3.3** We intend to make the best use of available housing. We also intend to ensure that lettings are compatible with the purpose of the housing, contribute to local authorities' strategic housing function and promote sustainable communities.
- 3.4** We work in partnership with Gateway to Homes Choice, Local Authorities and Essex County Council to manage applications for housing, and each partner operates a transparent decision-making and appeals process. Additionally, we will operate a clear application, decision-making and appeals process for mutual exchanges and management moves.
- 3.5** Homes are allocated on the information provided at application (Local Authority application, via Essex County Council refers or that held on the Choice Based Lettings [CBL] register). We may prosecute applicants who commit an offence under Section 171 of the Housing Act 1996, and we may seek possession of any tenancy granted as a result of false statements made by the tenant, their household or anyone acting at the tenant's instigation or with their knowledge.
- 3.6** Applications in all forms (including direct lets, nominations, management moves, mutual exchanges and garages) made by employees, their relatives or Board Members or Independent Committee Members will be assessed in the same way as other applications. If they are eligible for re-housing, the application will be considered for approval by a Director or Chief Executive and Chair of the Board (in the case of a Board Member or Independent Committee Member). The employee, Board Member or Independent Committee Member will not be involved in the lettings process.

4. Aims & Outcomes

4.1 Giving Notice

- 4.1.1 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.

4.1.2 Exceptions to a 28-day notice period may be given for those with a temporary licence, decant licence or garage tenancy, those transferring within Eastlight, and where there is a death. Notice requirements are contained within agreements.

4.1.3 To maximise the best use of our homes, we will use the notice period to inspect for condition, advertise, pre-allocate and we may view the property, asking for the outgoing tenants' co-operation.

4.2 Damage, Unauthorised Alterations & Items Left at the End of a Tenancy

4.2.1 Tenants are required to put right any damage or unauthorised alterations and leave the property and gardens (where applicable) in a clean and clear condition, prior to the tenancy ending (including any damage or alterations accepted as part of a mutual exchange).

4.2.2 If this work is not completed, we will stop or defer internal transfers and take appropriate action for tenancy breach and/or charge for clearing, making good any damage or reinstating the property following an unauthorised alteration.

4.3 Returning Keys

4.3.1 Keys must be returned by 12 noon on the day the tenancy is due to end. Where keys are not received, rent and other charges associated with the property will continue until the keys are returned. Rent is charged on a weekly basis. Therefore, where keys are not returned by 12 noon on the day the tenancy ends, the full weekly rent and charges will apply.

4.4 Repairs to Empty Homes

4.4.1 Works to empty homes are carried out to the Eastlight Standard. Work is identified at the time of inspection and either carried out whilst the property is under notice, empty or after occupation (advised and agreed before the tenancy is taken).

4.4.2 Properties are assessed for either redecoration, part redecoration or a decoration pack.

4.5 Advertising, Allocating and Offering Homes

4.5.1 *New homes* – normally 100% nomination rights to the host local authority on first let.

4.5.2 *Existing homes* – normally advertised and let homes through the prevailing local authority allocations scheme, either choice-based lettings or nomination.

4.5.3 *Supported Living offers* – referrals made by Essex County Council who partner with us to support tenancy commencement.

4.5.4 *Local Authority nomination agreement for all other homes* – assessed directly by the local authority using their own housing needs assessment and allocation policy. Further details regarding local authority allocation policies can be found on respective websites.

4.5.5 Except for new homes on first let (4.5.1), we offer 25% of our empty homes outside the CBL scheme or a local authority nomination agreement.

4.5.6 Circumstances when discretion may be used beyond the 25% (4.5.5) include:

- Responding to an emergency, e.g. fire or flood
- Enabling a management move
- Downsizing
- Temporary move while a property is being repaired
- When an existing home is to be sold or needs demolition
- Where a property or its attributes meet a particular need of an applicant (in the cases of a vulnerable or intersectional household)
- Providing temporary accommodation
- Fulfilling a statutory duty for succession
- Supported housing.

4.5.7 Applicants receive one offer at a time and are given a maximum of 24 hours to respond to an offer, after which the offer will be withdrawn. New tenants are required to take a tenancy when it is ready to let.

4.5.8 Homes are let unfurnished and removal costs should be covered by the new tenant.

4.6 Special Circumstances

4.6.1 Allocations will be made within Section 106 planning restrictions, the most common of which is where there is a requirement for someone to have a local connection.

4.6.2 We, at times, adopt unique letting criteria, known as a “local lettings scheme”, to foster a resilient community or to address local challenges, like anti-social behaviour. Such instances will be explicitly stated in property adverts. Decisions regarding a local lettings scheme will be collaboratively made between us and the host local authority, including extension or removal.

4.6.3 Properties designed for people with disabilities or those with adaptations will be advertised as such to make best use of our housing stock. In exceptional circumstances, we will make direct lets for properties in partnership with the host local authority.

- 4.6.4 We may arrange multiple viewings with applicants where the CBL scheme supports this option.
- 4.6.5 We reserve the right to withdraw a property that has been advertised through the CBL scheme in unforeseen or exceptional circumstances.
- 4.6.6 It is normal practice to carry out suitability checks for those applying through the CBL and those nominated directly, including landlord reference, rent payment history, affordability and identification verification. These checks assist in the decision as to how we offer and allocate empty homes. Information missing at the time of an offer may result in an application or bid being rejected.
- 4.6.7 Tenants are required to pay up to two weeks' rent in advance at the start of their tenancy.

4.7 Appeals

- 4.7.1 Applicants have the right to appeal an allocation decision that directly affects them. Appeals may be submitted in an applicant's preferred style with the applicant obtaining written confirmation of receipt.

4.8 Transfers (including Management Moves & where Existing Tenants are Nominated for Another Home)

- 4.8.1 Properties must be in good condition, prior to an existing tenant transfer (Please see 4.2). A transfer is subject to a satisfactory reference visit at the point of application.
- 4.8.2 Transfers may be refused or delayed where a debt is owed to Eastlight (rent, other charges, garage or rechargeable repairs) or where another or other tenancy conditions are breached (such as anti-social behaviour). Discretion may be used, for example, where a move occurs from domestic abuse.

5. Equality Impact Assessment

- 5.1 An Equality Impact Assessment (EIA) for this Policy was conducted. As a result, actions have been put in place to mitigate any negative impacts.

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