

Housing Sub Committee – Policy review. November 2024

Lodger Policy

This page provides members with a summary of any changes to the Policy.

Front page – Dates to Housing Sub Committee have been updated.

Page 4 Section 5 – This section has been updated.

LODGERS ENTITLEMENT TO TENANCY

The Lodger will have no entitlement to the tenancy in the event of the tenant dying, the only exemption to this would be if the lodger could provide evidence that they were the tenants main carer.

They could, however, have the property assigned to them if they meet the qualifying residency criteria.

No other changes have been made to this document.

M. Harvey – Head of Housing.

KNOWES HOUSING ASSOCIATION LTD	
Policy Name	Lodger Policy
Policy Category	Housing Management
Policy Number	HM17
Date to Housing Services Sub-Committee	November 2024
Previous Review	October 2021
Next Review Date	November 2027
Consultation	Internal

1. AIMS & OBJECTIVES

- 1.1 This policy outlines the right to take in a lodger in accordance with the provisions of the Housing (Scotland) Act 2001 and as detailed in Knowes' Tenancy Agreement. The Housing (Scotland) Act 2001 re-affirms the implied term of the Housing (Scotland) Act 1988, that the tenant with the written consent of the landlord, may sub-let the whole or part of the property.
- 1.2 Knowes HA treats applications where the tenant is only letting **part** of the property as a Lodger Application. The difference between lodging and sub-letting from Knowes perspective is that sub-lets involve the Knowes tenant moving away from the tenancy for a period of time; whereas a lodger will rent part of the tenancy and our tenant will remain resident in the tenancy with the lodger. It should be noted that the legal contract (Scottish Secure Tenancy) still exists between the "tenant" and Knowes Housing Association, and no contract is entered into between the Association and the Lodger.
- 1.3 The Lodger Procedure, which is a separate document, details how a lodger application will be dealt with internally by officers of the Association. Every application will be recorded against the tenancy in the notes on the Associations Housing Management IT system "QL".
- 1.4 The appropriateness of a landlord's decision on a lodger application is found in statute and Knowes 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. RISK MANAGEMENT

- 2.1 By having a written detailed Lodger 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.
- 2.2 Without a Lodger Policy, the Association is at risk of poor tenancy information, providing wrong advice and acting unprofessionally.

3. APPLICATION & AGREEMENT

- 3.1 The tenant can apply to take in a lodger using any written method –, letter, or email requesting permission for a lodger. The Association's Lodger Application Form (see Appendix 1) must be used however, when applying. The tenant must provide full details of the person(s) they intend to provide lodgings to, as well as any charge they intend to levy. All information provided will be dealt with in accordance with GDPR legislation.
- 3.2 The tenant must complete a "Lodgers Agreement" (see Appendix 2) which must be approved by the Association and 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 it may refuse the lodger application). **Tenants should be reminded that any rent payments received from a lodger must be declared as income for the purposes of benefits, etc.**
- 3.3 The tenant will be responsible for ensuring the lodger vacates on termination of the agreement and this should be an integral part of their 'Lodger Agreement'.
- 3.4 The tenant and the Association must remember that the original Scottish Secure Tenancy Agreement in place between Knowes HA and the tenant is still valid, and they are still responsible for the obligations as defined in the Tenancy Agreement, such as monthly rent due or re-chargeable repairs and the Association will enforce these conditions where necessary against the tenant.

4. GROUNDS FOR REFUSAL

- 4.1 The Association is required to provide written consent or refusal on a lodger application. Permission will only be withheld where there are reasonable grounds for doing so, such as:-

- A Notice of Proceedings for Possession 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 and is currently effective;
- 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 landlord that the tenant is to receive a payment for the lodging or any other transaction which is other than a reasonable rent or reasonable and returnable deposit;
- The proposed lodger owes Knowes HA a debt and has not adhered to reasonable arrangement for 3 months;
- The proposed lodger was previously evicted or involved in serious anti-social behaviour within the last 5 years (this includes eviction by other social landlords);
- The transaction would lead to overcrowding; and
- The landlord proposes to carry out work to the house or building which would affect the accommodation likely to be used by the subtenant or other person who would reside in the house as a result of the transaction.

5. LODGERS ENTITLEMENT TO TENANCY

The Lodger will have no entitlement to the tenancy in the event of the tenant dying, the only exemption to this would be if the lodger could provide evidence that they were the tenants main carer.

They could, however, have the property assigned to them if they meet the qualifying residency criteria.

6. FALSE INFORMATION

- 6.1 Anyone applying to provide accommodation to a lodger within 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 approve the application, or relevant information withheld which may affect the decision. Should the Association discover that an application has been falsified then the Association may either refuse the application or withdraw permission.

7. APPEALS

- 7.1 Any applicant who feels their application for a lodger has been unfairly dealt with has a right of Appeal. This is detailed in the Complaints Policy, which is available at the Associations office.

- 7.2 You may also be entitled to appeal to the sheriff court and should you be unhappy with the outcome of your appeal you should seek legal advice.

8. POLICY REPORTING

- 8.1 A detailed report on the number of lodger applications received by the Association as well as the numbers granted and those refused will be submitted on an annual basis to Housing Services Sub-Committee each year.

9. EQUALITIES COMMITMENT

- 9.1 Knowes Housing Association Ltd is committed to tackling discrimination on the grounds of sex or marital status, racial grounds, or grounds of disability, age, sexual orientation, language, social origin, or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.
- 9.2 Knowes' seek to embrace diversity, promote equal opportunities for all and eliminate any unlawful discrimination in all areas of our work.

LODGER APPLICATION

- Completion of this form does not mean permission will be granted to have a lodger. The Association will issue a written decision.
- You will have to supply details of board/lodgings.
- Please answer all questions and return together with your written lodger agreement.

FOR OFFICIAL USE ONLY		
	Initials	Date
Application & Lodger Agreement Received		
Current Tenancy Checks		
Checks on Previous Addresses		
Approved/Refused		
Reason for Decision		

1. Address of Property _____

2. Size and Type of Property _____

3. CURRENT TENANT(S) DETAILS

Name(s) _____

Name and DOB of everyone currently resident at this property.

Name	D.O.B	Relationship to Tenant
		Tenant

Continue on separate sheet if necessary

4. Please give your reasons for wishing to have a lodger _____

5. Which room(s) would Lodger have sole use of? _____

6. Proposed Board/Lodgings: £_____ per week/month

7. TO BE COMPLETED BY PROPOSED LODGER

Name and DOB of proposed lodger(s)

Name	D.O.B	Relationship to Tenant

Continue on separate sheet if necessary

Provide all previous addresses for the last 5 years

Address	Date Moved In	Date Moved Out	Tenant/ Owner?	Landlords Name & Address
		Current		

Continue on separate sheet if necessary

Declaration

I hereby certify that the particulars in this application are true and accurate and if subsequently found to be false, will result in action which may affect my tenancy. I understand by signing this application I authorise Knowes Housing Association to undertake any enquiries necessary, including contact with third parties to process my application.

I understand that I may not enter into any agreement to have a lodger without the prior consent of Knowes Housing Association Limited and I will receive a response to my application within 28 days of my providing all the required information.

I accept that I am responsible for the terms and conditions outlined in the Tenancy Agreement and the Association will pursue by any means necessary, action to enforce those obligations.

Signed_____ (Tenant) Date_____

Signed_____ (Joint Tenant) Date_____

Signed_____ (Proposed Lodger) Date_____

***** PLEASE ENSURE LODGER AGREEMENT IS ENCLOSED*****

LODGER OCCUPANCY AGREEMENT

1. This document is an Occupancy Agreement between:

----- (the Tenant)

----- (The Lodger)

The agreement is in respect of the property at:

The property is a _____ apartment

2. I _____ (The Tenant) agree to allow you
_____ (The Lodgers) to occupy the property specified
above.

The accommodation includes the fixtures and fittings contained therein. You will have exclusive use of a bedroom and shared use of communal facilities which include living room, kitchen, bathroom and hall.

3. The Agreement will take effect from _____ (The entry date) and will continue thereafter on a calendar basis.

The rent charge is £_____ per calendar month and is payable in advance to me on or before the 1st day of each month.

4. As a lodger, your conduct will be expected to comply with tenancy standards set out in the Scottish Secure Tenancy Agreement which regulates the letting of this property from Knowes Housing Association.

5. There are different ways in which this Agreement may be ended:

- ❖ You can end the Agreement by giving me _____ days notice.
- ❖ I can end the Agreement by giving you _____ days notice.
- ❖ The Agreement will be ended in the event of me terminating my tenancy with Knowes Housing Association.

The Agreement relates solely to your occupation of the property as a lodger and does not grant any succession or assignation or any other rights associated with a secure tenancy.

Signed: _____ (Lodger) _____ (Joint Lodger)

Signed: _____ (Tenant)

Date: _____