



Lawford Housing Enterprise Trust

Policies

Applications and Tenancies

First Reserve Tenancy (FRT) status

When an applicant is interviewed for the tenancy of a LHET Property and are deemed to be perfectly suitable, however, they fail to achieve a tenancy, for whatever reason and,

The Interview Panel unanimously agree that the said applicant would have been the next selected for the tenancy.

The Directors can determine that the said applicant can be given First Reserve Tenancy (FRT) status.

An applicant can only be given FRT status after agreement at a meeting of the LHET Directors.

If within **a period of one year** from the original interview, any other LHET dwelling becomes available the said FRT applicant will be contacted. If their circumstances remain unchanged and they still meet the minimum LHET criteria, they shall be automatically offered the tenancy of the vacant property.

Guarantee Interview Shortlist (GIS)

If an applicant is interviewed for the tenancy of a vacant LHET Property and is deemed to be suitable but fails to achieve a tenancy solely due to insufficient dwellings being available, the Directors can determine that the said applicant can be offered a place on the Guarantee Interview Shortlist (GIS).

Inclusion on the GIS must be agreed by a meeting of the LHET Directors.

If within **a period of three years** from the original interview, any other LHET dwelling becomes available the said GIS applicant will be contacted. If their circumstances remain unchanged and they still meet the minimum LHET criteria, they shall be automatically offered a place on the interview shortlist for the vacant property.

The Directors can determine that an applicant, who was unsuccessful for tenancy, can be placed on both the FRT and GIS lists.

Permitted Occupier Status

Subsequent to the initial take up of tenancy, any LHET Tenant can apply to the Trust Directors to share the remaining period of occupancy with a domestic partner, with whom they are in a relationship.

The application will be made in writing to the Directors or their agent, by the tenant. Full details of the partner will be supplied, relevant checks will be completed, and the supply of references will be considered. Before occupancy is approved, the Directors will then consider:

- Does the partner meet the eligibility criteria of the LHET?
- Are the Directors satisfied with the results of the relevant checks?
- If the Directors agree that the partner can take up residence, what status will they enjoy?

Unless the partner meets the LHET eligibility criteria they can only be granted Permitted Occupier Status with no right to a shared tenancy.

The tenant will confirm in writing that they are responsible for the conduct of their partner whilst living in a LHET dwelling.

The tenant will remain exclusively responsible for the payment of rent and all associated utility costs, which will remain in the tenant's sole name.

The partner will have no continued occupancy benefits at the conclusion of the tenant's rental contract or their vacation of the dwelling – whichever is the sooner.

Unauthorised Occupancy

The LHET does not support sub-letting or house sharing. Any LHET tenant found to have allowed any unauthorised person to take up residency, will forfeit their own tenancy.

Granting of Single LHET Tenancy

Any young person meeting the minimum criteria for a LHET Tenancy or in the consideration of the Directors has a particular and tangible connection with the Council Ward or Parish where the dwelling is located, may make an application for a tenancy.

Any successful applicant who is granted a tenancy or joint tenancy in respect of a LHET dwelling is thereby ineligible to apply for any subsequent tenancy of a LHET dwelling at any subsequent time.

Declining the offer of a LHET Tenancy

If any applicant is offered a LHET Tenancy, but for whatever reason declines that offer, no subsequent application for a tenancy will be accepted by the Lawford Housing Enterprise Trust from that applicant.

Secured Tenancies

Applications for LHET tenancies will not be accepted from existing holders of a Local Authority Tenancy or a Social Housing Provider Tenancy.

Severance of Tenancy (Joint Tenant)

In the event of one of the Joint Tenants leaving the LHET property, before the conclusion of the Tenancy Period (for example, relationship breakdown), the individual leaving the dwelling will be removed from the tenancy agreement at that time.

The Managing Agents for LHET will secure written confirmation from both parties, regarding division of Returnable Deposits and Lump-sum, at the conclusion of the five years of tenancy, or any sooner date.

Restrictions

In addition to any developer or local authority Restrictive Covenants which are applicable to LHET dwellings and the use by the tenants of those dwellings, the following will also apply.

- No item or device will be fixed to the external structure of any LHET building, without the prior written permission of the LHET Directors.
- The LHET does not install loft ladders or boarding to loft spaces. The loft floors are well insulated, and the lofts remain as a 'cold space' therefore storage on beams and over insulation is not encouraged. Tenants will be held liable for any damage resulting from unauthorised loft storage.

Monthly Rents

Rental Cost

At the point when a vacant LHET property is advertised for rent, the Directors will set a 'Duration Rent'. This amount will remain fixed for that dwelling from the new occupancy and remain unchanged for the initial period of three years. The rent for that property will then be subject to annual review for the remaining period of LHET tenancy.

The maximum period of any applicant's tenancy is five years from initial occupation (tenancies are renewed annually).

At the conclusion of the tenancy and the vacation of that LHET property (five years or anytime earlier by agreement) the Directors will set a new 'Duration Rent' to be applied to that dwelling for the subsequent initial period of three years (maximum tenancy five years).

In the event that a tenant fails to vacate after five years the rent will be subject to a local 'Commercial Rent' revaluation until legal processes have been completed.

Opting Out of LHET Scheme

Tenancies of LHET Properties are a partnership between the Directors and their Tenants. In order for any trust tenant to enjoy the unique benefits of the LHET Scheme, provided by the Directors, full compliance with the conditions of the scheme is required. This includes paying the additional monthly savings sum and meeting any subsequent rent increases at the rent review stages.

If at any stage of the tenancy the tenant declines to fully comply with these elements of the scheme they will be considered to have taken themselves outside of the LHET scheme at that point.

In these circumstances the tenant will be given two months' notice of a **Commercial Monthly Rent assessment** of the relevant property being determined and then applied. The tenancy will not be renewed at the conclusion of that annual tenancy period.

Pets and Applications

Pets in LHET Homes

The Lawford Housing Enterprise Trust (LHET) provides homes for young people at low rents, with a lump-sum return, in order that the young tenants have the capability to save for their own home.

The Lawford Housing Enterprise Trust does not welcome pets into their homes. The ethos of the trust is that the Directors provide good quality homes at extremely affordable rents, which are well below those demanded by the local rental market and the Local Authority.

The homes are provided for local young people, in order that they have the capability to save for their own home, whilst enjoying the time limited LHET tenancy.

Most pets are expensive to purchase, maintain and insure. Therefore, purchase and ownership of a pet is a significant liability and is likely to be contrary to the aims of saving whilst residing in a LHET property.

Many pets are unhygienic and have the potential to cause minor damage and excessive wear to the LHET's homes. The LHET does not provide homes which are conducive with pet ownership.

No pet whatsoever will be accommodated in a LHET property or in the garden of that property without the prior written consent of the Directors. All tenant applications for pets will be in writing to the LHET Directors or their agent. A decision will be given to the applicant within 28 days from receipt of that application.

In the event of the LHET Directors giving their authority for the tenant to include a pet in the property, the Directors may insist on certain conditions. These will include the below and any other condition the Directors consider reasonable:

- Any Cat or Dog will be properly microchipped.
- All animals will be appropriately vaccinated, and the schedule of those vaccinations will be maintained.
- All animals must be healthy and free from parasites (e.g., Fleas, lice, ticks etc.).
- The tenant must be able to control the pet, so that it does not cause any nuisance or damage.
- The pet will be properly secured prior to routine inspections or required maintenance visits.
- No alteration to LHET property to accommodate any pet (cat flaps etc.) will be permissible.
- The tenant will be required to provide a Certificate of Responsible Animal Guardianship.
- The tenant will be expected to provide evidence that their Home Content Insurance includes Pet Damage Insurance.

The Directors of the LHET reserve the right to recover reasonable costs which are incurred in carrying out repairs that are attributable to the misuse of the property through deliberate or negligent damage. This includes damage caused by pets. The Tenant Fees Act 2019 does not prevent tenants from accruing financial liability for damage caused in this way.

LHET homes are provided and maintained in excellent condition by the Directors. The long-term aim is for them to remain this way to enable future generations of young local people to enjoy the benefits of LHET tenancies. Pet occupation can undermine this founding principle.

