

Lodgers and sub-tenants

Customer summary of a Genesis Housing Group policy

This policy applies to all customers (tenants and leaseholders) who are living in homes that are owned or managed by subsidiaries of Genesis Housing Group. The policy excludes customers whose housing is managed on behalf of a local authority (Hackney & Westminster).

Introduction

Genesis Housing Group recognises that a lodger or sub-tenant may provide support and company to a customer and the additional income can help alleviate poverty. Housing a lodger or sub-tenant can help make better use of the housing stock and can help meet housing need. However, having a sub-tenant or a lodger may not always be in the best interests of our customers and we will provide information on how lodgers and sub-tenants may impact on their occupancy agreement and effect their Housing Benefit entitlements, if appropriate. We aim to:

- ensure all enquiries and requests by our customers to take in a lodger or sub-let part of their property are dealt with consistently and fairly;
- prevent overcrowding;
- ensure customers remain responsible for all obligations under their occupancy agreement;
- prevent illegal assignment and the creation of unintended tenancies and rights of occupation; and
- maintain up to date records of household composition.

Definitions

A lodger is a person who shares all the facilities of a dwelling and does not have exclusive possession of any part of the property. Their legal status is that of a licensee.

A sub-tenant has exclusive rights to part of the property and will have a tenancy, given by the tenant. If a customer has sub-let the whole or part of their property and this is a breach of their occupancy agreement, then the sub-tenant is an unauthorised occupant. Our policy on unauthorised occupants will be followed if this is the case.

Tenants' entitlements and responsibilities

Secure tenants have the statutory right to take in a lodger. This right is granted to assured tenants under their tenancy agreement, but they must first obtain our consent which we will not unreasonably withhold. Assured short hold tenants may also have the right to take in a lodger by first obtaining our consent, depending on the terms in their tenancy agreement.

Both secure and assured tenants have the right to sub-let part of their property, but they must first request permission to sub-let in writing, which we will not unreasonably withhold. Sub-letting the whole property is prohibited. Assured short hold tenants are not permitted to sub-let any part of their property.

Consent to sub-let a part of the property or take in a lodger may be reasonably withheld if:

- taking in a sub-tenant or lodger would cause statutory overcrowding;
- works are required to the property, which would affect the part to be occupied by the sub tenant or lodger;
- the tenant is subject to a possession order;
- the proposed sub-tenant or lodger is subject to action for anti-social behaviour; or
- it would not be appropriate for the proposed sub-tenant or lodger to live with the head tenant given the type of housing or scheme.

Each case will be considered on its own merits and permission will not be conditional.

Tenants must give vacant possession of the property if they wish to end their agreement. Lodgers or sub-tenants left in occupation once the head tenancy has been terminated will be deemed to be unauthorised occupants and we will take action to repossess the property in line with our policy on unauthorised occupants and squatters.

Advice to tenants

If a tenant is considering taking in a lodger or sub-tenant, we will advise the tenant of their rights and responsibilities, how a lodger or sub-tenant may impact on their Housing

Benefit entitlements and that they must declare their relevant lettings income and expenses to the Tax Office. We will advise that we cannot get involved with any dispute between them and the lodger or sub-tenant and that the lodger or sub-tenant has no rights to the head tenancy. We will advise that they can get independent advice from the Citizens Advice Bureau or Local Law Centre.

Where prior permission has not been sought

Where we discover that a tenant has taken in a lodger or sublet part of the property without first seeking permission, we will discuss this with the tenant. If it is found that they are in breach of their tenancy agreement, permission could have been reasonably withheld, or if it is suspected that the tenant has sub-let the whole of the property, we will investigate further and take legal action where necessary.

Rights of lodgers and sub-tenants

Lodgers and sub-tenants do not hold any formal agreement with us as their landlord. They will not be considered part of the household for transfer purposes or be taken into account when tenants need to be decanted to an alternative property for major works. If a lodger or sub-tenant refuses to leave the property when the head tenancy has been terminated we will take legal action to gain vacant possession.

Leaseholders' entitlements and responsibilities

Individual leases may contain clauses on sub-letting which may prohibit sub-letting, or they may permit sub-letting with or without the consent of the landlord. Where there is discretion under the terms of the lease, we will not unreasonably withhold consent. Whilst we have no obligation to do so, we may in special circumstances be

prepared to consider permission to sub-let, even where the lease prohibits sub-letting.

Leaseholders remain responsible for all covenants in their lease, while their property is sub-let. They are responsible for their tenant(s) while the tenant(s) is/are living in their property. The tenant(s) must have a formal tenancy agreement which matches the terms of their lease.

We will advise the leaseholder that if they have a mortgage, they must write to tell their lender that they are planning to sublet the property, that they are responsible for the landlord's duties under the Gas Safety Regulation 1998 and that they are responsible for providing an Energy Performance Certificate for the property.

Contact us



If you are a **PCHA customer** phone us on **020 8451 8000** or email **info@pcha.org.uk** **www.pcha.org.uk**



If you are a **Springboard Housing Association customer** phone us on **020 8475 0033** or email **info@springboardha.org.uk** **www.springboardha.org.uk**



If you are a **Pathmeads customer** phone us on one of the numbers below: Temporary housing **020 8900 4900** Octavia Hill **020 8900 4998** Key Places **020 7380 9025** or email **info@pathmeads.org.uk** **www.pathmeads.org.uk**

Company number 3802456. Housing Corporation Number L4286. Registered Office: Capital House, 25 Chapel Street, London NW1 5DT

If you need any part of this information in large print, Braille, on audio tape or explained in your own language please contact us on the number below.

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Arabic

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Bengali

Si vous souhaitez obtenir une partie de ces informations en Braille, sur CD, cassette audio ou expliqué dans votre langue, veuillez nous contacter au numéro indiqué ci-dessous.

French

જો તમારે કોઈ પણ ભાગની આ માહિતી બ્રેઈલ, સીડી ઉપર, ઓડિયો ટેપ અથવા તમારી પોતાની ભાષામાં સમજી શકો તેની જરૂર હોય તો નીચે જણાવેલ નંબર ઉપર અમારો સંપર્ક કરો.

Gujarati

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Portugese

Haddaad u baahan tahay warkan afkaaga-hooyo, afka loogu talagalay dadka aan arki karaan – afka faraha ama CD-ga ama ajeladda rekorka nala xirir. Namberkan isticmaal.

Somali

Si necesita esta información en Braille, en CD, en cinta o en su propio idioma, póngase en contacto con nosotros en el teléfono siguiente.

Spanish

Telephone 020 7563 0037 or email info@ghg.org.uk