



Committee Approver	Operations Committee
Stakeholder Consultation	Staff and External Legal Advice
Date Approved	February 2022
Classification	Policy
Title	Permission to Accommodate Lodgers Policy
Revision Date	February 2022
Revised by	Director of Housing and Support
Next Revision Date	February 2025
Related Documents	N/A
Location of Electronic Copy	F:\Live Policies\Housing

## 1.0 Viewpoint's Values

- Inspire with positive smiles and words;
- Say 'yes I can and I will';
- Celebrate age, experience and wisdom;
- Do according to our customers' wishes and ambitions;
- Treat people (everyone is a VIP) as we would a "loved one";
- Work hard, have fun and laugh;
- Stay courageous, creative and ahead of the game; and
- Work with those that share our values.

## 2.0 Policy Statement, Aim and Scope

2.1 When one of our tenants requests permission to take in a lodger we cannot unreasonably withhold its consent, and it is important that we have a Policy to cover such an eventuality, and which clearly states the grounds for agreement or refusal.

**Paragraph 32 of Part 2 of the Housing (Scotland) Act 2001, as amended (The Act) requires a tenant to seek written consent to take in a lodger.**

The Scottish Secure Tenancy (SST) Agreement states that a tenant must get written permission from us before a lodger moves in.

Our tenant must provide us with the following information:

- The details of the proposed change including who they want to take as a lodger, AND
- The amount of rent and any other payments (including a deposit) they propose charging (if any) a lodger AND
- A copy of the proposed written agreement between our tenant and the proposed lodger – which outlines the occupancy terms – must also be submitted. This agreement must be acceptable to us prior to granting consent.

2.2 Under the terms of The Act as a landlord we may consent or refuse consent and must do so within one month of receipt of the application. If we fail to comply with the one-month timescale it is taken we have granted consent. In the case of a refusal, the reasons for the refusal must be given and cannot be withheld unreasonably. We will have appropriate systems in place to manage and monitor all applications for permission to take in a lodger.

2.3 A standard application form which our tenants can use will be available and a guidance note will advise them of the necessary information which must be submitted. Details of this procedure will also be contained in our Tenants' Handbook.

2.4 In the case of a refusal our tenant has recourse to the court via summary application. We will have an internal appeals mechanism in place which will demonstrate that we have given the application and refusal due consideration. Appeals in the first instance will be to the Director of

Housing and Support, with a final right of appeal to the Chief Executive Officer.

2.5 Where our tenant provides insufficient information, the request will be refused by accompanying letter. This letter will explain that the application must be re-submitted with all the appropriate information.

2.6 We will not withhold consent unreasonably but there are circumstances contained in the 2001 Act and where we consider it reasonable to refuse permission for a lodger:

- The proposed change would lead to the criminal offence of overcrowding
- Where there is an active Notice of Proceedings or repossession decree against our tenant
- Where the amount of rent or any other payments (including a deposit) are excessive

In addition, the circumstances below will also be considered:

- There are known complaints about the potential lodger from previous addresses or landlords.
  - In the case of amenity, alarmed, sheltered, the potential lodger must meet the criteria outlined in our Allocations Policy or be providing support and or care to the tenant.
  - Our tenant will require to provide the (prospective) lodger with a written agreement (Lodger's Agreement). We must agree the terms of the Lodger's Agreement, and requests to take in a lodger will not be considered by us unless accompanied by a copy of the proposed Agreement.
- 2.7 We can withdraw permission if the 'activity' (taking in the lodger) is anti-social to anyone in the neighbourhood. Any action taken in relation to this would be taken against the tenant as they would remain overall responsible for the tenancy.
- 2.8 A lodger would have no statutory rights to succeed to a tenancy in the event of the death of a tenant who has had permission to have a lodger.

## **9.0 Legislation and Related Policies**

Housing (Scotland) Act 2001

## **10.0 Compliance and Support**

It is the responsibility of all staff to familiarise themselves with the content of this policy and to ensure that they comply with the policy and associated guidance and procedures

If advice or support is required, staff should approach their line manager.

### **11.0 Equalities Impact Assessment**

An Equalities Impact Assessment has been carried out and positive, negative and unknown impacts identified.

### **12.0 Privacy Impact Assessment**

The initial screening questions of PIA have been completed and as a result of the assessment no new potential information risk has been identified.

### **13.0 Monitoring and Evaluation**

This policy will be reviewed by the Board every 3 years and approved by Operations Committee unless there are legislative changes, which require the Policy to be amended earlier.