



Sub Letting and Lodgers Policy

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1. Policy Aims and Objectives

- 1.1 The aim of this policy is to set out how the Association will address the issue of requests to sub-let part of a tenant's home and requests to take in lodgers. LCA recognises that residents may wish to share their home with another person, other than a member of their immediate household, for social or financial reasons.
- 1.2 The objective of this policy is to ensure all applications are dealt with consistently and fairly. LCA will allow its residents subject to the conditions contained within their tenancy or lease agreement, to take in lodgers or to sub-let part of their homes.
- 1.3 A lodger lives as part of the household and usually receives meals. A sub-tenant will have exclusive use of part of a dwelling, with shared use of certain rooms, such as bathroom and kitchen.
- 1.4 The Association will not allow tenants to sub-let all of their home.

2. Applications to Sub Let

- 2.1 The policy of the Association is that residents who wish to take in a lodger or sub-let the property must request permission in writing.
- 2.2 The Association will consider all requests for permission from residents to take in a lodger or to let part of their property and will not unreasonably withhold its consent.

3. Cases where permission will not be granted

LCA will not give permission for a resident to take in a lodger or sub-let the property in the following circumstances:

- Where it would lead to overcrowding as defined in the Allocations Policy
- Where the proposed lodger or sub-tenant has previously held an unsatisfactory tenancy with the Association or has been evicted for antisocial behaviour in the last 3 years
- Where the proposed lodger or sub-tenant has engaged in antisocial behaviour, criminal activity or conduct (for example; arson; nuisance; violence; racial, homophobic or domestic abuse) within the last 3 years
- Where the resident occupies specialist accommodation and the lodger or sub-tenant does not meet the eligibility criteria for the property
- Where works are planned which would affect the sub-tenant's use of the accommodation or contravene any statutory requirement
- Where a resident has been served with a notice seeking an eviction or where an Eviction Order has been obtained
- Where it is proposed to sub-let the whole property
- Where the proposed rent, deposit or other payment appears unreasonable to the Association when compared to the rent payable by the tenant for renting the whole of the property
- Where there are other reasons which LCA consider reasonable given the individual circumstances

- Where the proposed lodger or sub-tenant does not have a right to reside in the UK

4. Legal Status of Sub Tenants or Lodgers

- 4.1 The granting of permission will not create or grant any legal or contractual relationship between the Association and the lodger or sub-tenant. The resident will continue to be responsible for all the conditions of tenancy including the payment of rent and charges.

5. Conditions

- 5.1 The Association may attach any reasonable conditions to the granting of consent to take in a lodger or sub-tenant such as:

- The rent account must be conducted in a satisfactory manner and there must be no breaches of the tenancy or lease
- Permission may be granted for a fixed period of time
- A copy of any tenancy, lodger agreement or licence is to be provided
- A signed document acknowledging that the resident retains all responsibilities under the tenancy or lease and is responsible for the payment of rent and service charges to the association.

- 5.2 The resident will provide details of the proposed sub-tenants or lodger, and which part of the dwelling they will live in.

6 General

- 6.1 In all cases of sub-letting.

- The lodger or sub-tenant will not have any rights to succession to the tenancy.
- If a tenant sub-lets the whole of a property, this will be a breach of tenancy and they will lose their security of tenure. Action will be taken to evict any residents and to repossess the property.
- The resident shall be responsible for the behaviour of the lodger or sub-tenant whilst they are living in the property.

- 6.2 The Association will take action against the resident if a lodger or sub-tenant breaches tenancy conditions, such as causing a nuisance to neighbours, or contravenes any statutory requirement.