

Dolphin Housing Limited

Tenure & Allocations Policy for Affordable & Social Rent

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1. Introduction

Dolphin Living is a registered provider of social housing regulated by Homes England. It is a subsidiary of Dolphin Square Charitable Foundation, an independent charity that was established with an endowment of more than £120 million in 2005. Dolphin Living provides housing for people on low to middle incomes who live or work in central London. Most of these homes are being delivered in new build developments. Where opportunities arise, Dolphin Living is also growing its portfolio by acquiring existing homes in the private rented sector.

Dolphin Living's provision of homes for social and affordable rent is one of the ways in which we meet our charitable objectives to assist working Londoners (who cannot meet their housing needs on the open market) and those facing poverty and disadvantage more generally, to secure accommodation they can afford.

This policy does not apply to homes let on Intermediate Rent terms (those are covered in the Allocations Policy for Intermediate Rent). This Allocations & Tenure Policy covers the following areas for properties let on Social Rent or Affordable Rent terms:

- Nominations
- General allocations administration
- Types of tenancy
- Use of fixed term tenancies
- Affordable Rent specific requirements
- Housing offenders (including sex offenders)
- Local Lettings

We will take into consideration the Housing Strategies of the Local Authorities with which we work and where possible we will work with them to address those identified housing priorities that correspond with our own charitable objectives. This is in line with our duty under the Localism Act 2011 to have regard to Local Authority Housing Strategies. Local Authorities are obliged to publish their Housing Strategies which cover their approach to housing including the types of tenancies they wish to be granted in their area and how they will allocate homes.

We will appropriately and carefully exercise discretion when we deem it necessary to do so in the best interests of fairness to our customers and/or our stakeholders when implementing this policy. Discretion may be exercised, for example with sensitive lettings, hard to let properties, abandoned tenancies and lettings to minors.

2. Objectives

The objective of this policy is to ensure transparency and openness in relation to all Affordable & Social Rent allocations. We will achieve this by:

- Aiming to ensure that the service we provide is accessible to all eligible home-seekers.
- Setting out in this Policy the type of tenancies that we will grant when allocating Affordable Rent and Social Rent homes.
- Using a probationary tenancy with all new lettings¹.
- Setting clear affordability and selection criteria for our Affordable Rent

¹ See item 5 for treatment of existing tenants on transfer

homes.

- Working with our local authority partners to meet local housing priorities through a nominations agreement.
- Offering residents information on accessing alternative tenure options where available and other housing mobility options such as mutual exchange between landlords or to other areas.
- Where appropriate, by adopting local lettings plans to address or meet local requirements and ensuring that these are made available to tenants on application.
- Having a clear evaluation system in place to maintain the transparency of the allocation process, and to ensure the selection and allocation procedures are effectively controlled and accurately recorded.
- Having a clear and transparent approach to handling appeals and reviews of decisions made in relation to the allocation of our homes.
- Use customer feedback and satisfaction data to review our processes and where appropriate make service improvements.

3. Monitoring and continuous improvement

This policy will be monitored in a number of ways:

- The Customer Services Director will monitor all appeals against allocations decisions by the Lettings Manager.
- We will monitor the service we offer by ethnicity, disability, gender, age and support needs. Where appropriate we will monitor our service against the other protected characteristics as set out by the Equality Act 2010.
- We will monitor the satisfaction with the service that we provide through the use of post-move-in surveys.
- We will ensure we take into account the needs of those households who are vulnerable by reason of age, disability or illness and households with children.
- We will review this policy and evaluate its implementation every 3 years.

4. Equality and diversity statement (fair access)

Dolphin Living is committed to ensuring fair access to all of its services. The organisation believes in valuing diversity, promoting inclusion, and practising equal opportunities.

All eligibility criteria are regularly reviewed so that they remain accessible, and so that underrepresentation, where appropriate, is redressed. Key documents will be made available in translation where appropriate; our aim is to communicate with our existing and potential customers in their preferred way.

Anyone applying to receive our services can expect:

- communication in their preferred way, wherever possible.
- to have the application process explained to them.

- staff to provide verbal explanations of policies on request.

5. Nominations, local lettings plans and general allocations administration

Dolphin Living enters into nominations agreements with Local Authorities to allocate Social Rent and Affordable Rent homes to people who have been identified by the Local Authority as in need of housing. The allocation of homes in this way is referred to as 'nominations'. The assessment of housing needs of the nominee will be identified by the allocations protocol of the Local Authority.

Nominees will be selected in accordance with the Local Authority Allocations scheme. To be allocated a home, nominees must meet the requirements of any local lettings arrangements in place and also satisfy our own internal identity verification checks, which include but are not limited to:

- Proof of earnings or ability to afford the rent;
- Reference from previous landlord;
- Right to rent checks;
- proof of current address;
- Photographic identification

We will apply our bedroom standard when allocating accommodation. We will use the guidelines, known as the 'Bedroom Standard', to determine the number of bedrooms that are needed by those who have been nominated for our homes.

Dolphin Living will follow the local letting plans as required by the nomination's agreement made with the Local Authority.

As a registered provider of social housing we are required to assist Local Authorities who have duties to young people and tenancies will normally only be granted to minors where a referral has been made by social services, where a rent guarantee is in place and an appropriate adult has been appointed to act as guarantor until the minor reaches the age of 18.

To make sure our empty homes are let quickly we will arrange 'multiple viewings.' If the first nominee viewing the property refuses the offer, the property will be offered to the nominee next in line, and so on until a nominee accepts the property on offer.

Dolphin Living recognises that some of our sole tenants are married to or co-habiting with individuals who are not our tenants. In the event that these relationships breakdown Dolphin Living will not consider direct applications for separate re-housing in our Affordable Rent and Social rent homes from a non-tenant ex-spouse or former partner. In the event that a relationship breaks down between joint tenants, or an order is made by the court pursuant to the Children Act 2004 or Matrimonial Causes Act 1981, Dolphin Living will have regard to any relevant binding court decisions which affect the tenancy agreement.

Dolphin Living recognise that some nominated households will require adaptations to the nominate property. Discussions with the nominee regarding the aids and adaptations will be discussed prior to moving in and if required an occupational health assessment will be requested from the Local Authority.

6. Tenancy length

Home England's Regulatory Framework states:

"Registered providers must grant general needs tenants a periodic secure or assured (excluding periodic assured shorthold) tenancy, or a tenancy for a minimum fixed term of five years, or exceptionally, a tenancy for a minimum fixed term of two years, in addition to any probationary period."

and;

"Registered providers shall grant those who were social housing tenants on the day on which section 154 of the Localism Act 2011 comes into force (1 April 2012), and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to another social rented home, whether with the same or another landlord. (This requirement does not apply where tenants choose to move to accommodation let on Affordable Rent terms)."

In compliance with the Regulatory Framework, Dolphin Living has decided to issue 5-year fixed term tenancies on Social Rent and Affordable Rent homes. In addition, new tenants will be issued a 12-18-month probationary tenancy prior to the commencement of their 5 year fixed term tenancy.

There may be some exceptional circumstances where a term shorter than 5 years is appropriate. The Tenancy Standard in the Regulatory Framework provides scope for providers to issue an Assured Shorthold tenancy for a fixed term of two years but only in exceptional circumstances and in addition to the term of the probationary tenancy. We will retain this flexibility and will only seek to use it in exceptional circumstances, such as where a scheme has been earmarked for regeneration or there are questions about the longer-term suitability of the property for the tenant's needs.

In compliance with the Regulatory Framework, paragraph 6.1.3 will not apply to nominees to Social Rent homes who have held social housing tenancy(ies) continuously since 1 April 2012. In this situation we will issue a tenancy with no less security than that which they currently hold. It is likely this will take the form of an Assured Periodic tenancy (also known as a 'lifetime tenancy'). Any such decision shall be taken on a case by case basis.

Nominees to Affordable Rent homes, who are also Secure and Assured periodic tenancy holders, will be offered a 5 year fixed term assured shorthold tenancy (after completing a 12-18 month probationary tenancy). We will ensure that we explain the implications of the nominee changing their security of tenure.

For the avoidance of doubt, we will use a probationary term of 12 months with all new Social Rent and Affordable rent tenants (except where the circumstances set out in paragraph 5.3.3 apply). This period can be extended to 18 months should circumstances merit it.

8. Other Housing Options

We are committed to identifying and promoting housing options for our residents.

These schemes include:

- Low cost rental (sub-market rental);
- Mutual exchanges;
- Low cost home ownership;
- Private rental;

- Buying a home on the open market;
- Signposting to specialist providers.

9. Data protection

We will verify and take copies of photographic identification documents from all nominees when they view our homes. This is part of confirming the identity of the lead/joint tenants and also part of a range of information that will be used to help ensure that properties are not unlawfully sublet or used for fraudulent purposes.

Dolphin Living will abide by the Data Protection Act 2018 in relation to the storage of photographs and other personal information.

10. Complaints & Appeals

Any complaints that a housing nominee has about the service that they have received from Dolphin Living will be dealt with through our internal Complaints Policy.

Complaints about any decision relating to allocation of accommodation or the type of tenancy offered, its term or the decision not to renew a tenancy at the end of its term will be considered as an appeal. Appeals will be considered by the Customer Services Director and dealt with in accordance with Stage 2 of the Complaints Policy.

11. Affordable Rent

Eligibility criteria

The majority of properties let to tenants on Affordable Rent will be let through the acceptance of nominations from Local Authorities. Tenants who have been nominated to us will have to meet the Local Authority criteria and in addition will also have to pass a Dolphin Living affordability assessment to ensure that they have sufficient income (including housing benefit or universal credit) to pay the rent.

Where existing Assured Periodic or Secure Periodic tenants choose to move into an Affordable Rent property there will be implications with regards to their security of tenure and these will be explained to the nominees at the outset.

Where tenants move into an Affordable Rent property through Mutual Exchange they will have to pass a Dolphin Living affordability assessment. In addition there may be implications with regards to the security of their tenure and these will be explained to them at the outset. More information can be found in our Mutual Exchange Policy.

Where we are unable to allocate an Affordable Rent property through our nominations agreements, we will look at alternative lettings options, such as letting to tenants who would not normally be eligible for social housing but could be eligible for a sub-market product such as Intermediate Rental accommodation. In these cases tenants will have to meet the criteria that we set for our intermediate rental tenure and have the Right to Rent as defined in the Immigration Act 2014.

Affordability assessments

We will conduct an affordability assessment with all new Affordable Rent lets; this

includes those who are nominated to us and those subject to a Mutual Exchange.

Affordability checks will be carried out based on household income to make sure that prospective tenants can afford to pay the rent (with or without housing benefit assistance, depending on their circumstances).

Tenants who are unable to afford the rent will be referred to the Local Authority to seek additional financial support. Where a tenant is ineligible for further financial assistance, we will refuse to make the allocation on grounds of unaffordability.

12. Tenancy Renewal

Assessing circumstances at the end of the fixed term

The Tenancy Standard in the Regulatory Framework governs the grant of fixed term tenancies by registered providers and requires providers to provide notice in writing to the tenant at least 6 months before a fixed term tenancy ends stating either that they propose to grant another tenancy on the expiry of the existing fixed term or that they propose to end the tenancy. To achieve this, between 9-6 months prior to the end of the fixed term, we will conduct an assessment of the tenant's circumstances to decide whether to:

- Issue a new fixed term tenancy at the same property,
- Issue a new fixed term tenancy at another property, or
- Terminate the tenancy.

The assessment will be based on housing need and financial circumstance.

The Assured Shorthold (fixed term) tenancies we grant will be terminated at the end of the fixed term where there has been a significant breach of tenancy, or we identify that that the tenant has an interest in another property, is not living in the property as their principal home or their household income has exceeded the Mayor of London's household income threshold for support with housing (£90,000 per annum at the time of writing) or household income thresholds specific to the property on which the tenancy is granted (such as those contained in planning conditions).

In these circumstances, we will give the tenant no less than three months' notice in writing stating that we do not propose to grant another tenancy on the expiry of the fixed term and informing the tenant of how to obtain help or advice about the notice. We will then terminate the tenancy by serving on that tenant a further notice not less than two months before the expiry of the fixed term.

Housing need

The assessment of housing need will take into consideration the tenant's household composition and will have regard to the Local Authority eligibility and allocations prioritisation criteria. In addition, we will also consider the homelessness reasonable preference criteria.

Financial circumstances

The assessment of financial circumstances will take into consideration the income of the tenant and all household members. We will use the Mayor of London's household income threshold for accessing intermediate housing products as a maximum

threshold for the renewal of a tenancy. Tenants who exceed the financial threshold

(£90,000 per annum at the time of writing) will not be offered a further tenancy to a Dolphin Living home.

Where applicable, maximum income limits stipulated in planning conditions associated with the property in question will be applied in place of the limit set out in paragraph 6 of this policy.

Additional considerations

The following issues will also be taken into account in making a decision (the list is not intended to be exhaustive):

- Under-occupation.
- Overcrowding.
- Medical needs of the tenant and their household members and any vulnerabilities by reason of age, disability or illness – for example where the property has been specially adapted to the requirements of the tenant.
- Conduct of tenancy – including, but not limited to, rent arrears, anti-social behaviour (for example where the tenant or a member of their household has a nuisance injunction against them, is convicted of a criminal offence and has been sent to prison or where we establish that the tenant or a member of the household is a member of a gang or engaging in gang-related activities as defined by existing legislation), property condition, unauthorised sub-letting.
- Most effective use of the asset – for example where a property has been marked for demolition or disposal.
- Where the tenant is not living in the property as their principal or only home.
- Where the tenant has an interest in another property

Granting a new tenancy

Tenants who have been identified as having a need to remain in the property at the end of the initial fixed term will be granted a new Assured Shorthold (fixed term) tenancy for another five years unless there are circumstances that merit the issuing of a shorter tenancy.

Where the tenant is still in need of social housing and the property is no longer suitable, such as in cases where there is overcrowding or extensive adaptations are required, we will make the tenant a direct offer to a suitable property on the expiry of the fixed term tenancy. Should the direct offer be unreasonably refused, we may seek possession of the property after the expiry of the fixed term.

There may be circumstances where a lack of suitable properties results in the tenant remaining in the current property at the end of the fixed term. In this situation we will grant a fixed term tenancy that may be for a period shorter than 5 years while we identify a suitable offer.

Appeals

Tenants whose are not being granted a new tenancy, or who have been granted a tenancy to another property, will have the opportunity to appeal this decision as set out in paragraph 5.

Following the tenancy review and any subsequent appeal, tenants who have their tenancy terminated will be offered reasonable advice and assistance. This may include:

- Working with Local Authorities and other partners to ensure that all available options are explored for those moving on from fixed term tenancies.
- Providing information to the tenant on other forms of housing options. This may include, but is not limited to:
 - Renting in the private sector
 - Renting one of our properties at an intermediate rent
 - Renting one of our properties at a market rent
 - Low cost home ownership products

13. Succession rights and landlord discretion

Death of a tenant – Rights of Succession

In the event of the death of a tenant, an occupant residing in the same property may have a legal right to succeed (take over) the tenancy depending on their relationship to the tenant and their length of occupation. Succession rights are set out by legislation and may be further defined in each tenancy agreement.

When a succession occurs, no new tenancy agreement is created as the successor succeeds to the current tenancy and the rights and responsibilities of the previous tenant are inherited automatically, including:

- Responsibility for any existing arrears in certain circumstances;
- Any legal notices that are in effect; and
- Maintenance of any fixtures and fittings installed by the tenant 'tenant improvements.'

Only one succession is permitted, if the deceased tenant was themselves a successor, no further succession will take place.

Responsibility for any outstanding arrears will pass to the successor if they were a joint tenant with the deceased, as joint tenants are jointly and severally responsible for arrears. If the successor was not a joint tenant then the debt is owed by the deceased tenant's estate and it may be the case that the successor is also the personal representative and beneficiary of the estate as next of kin. If so, he or she is responsible for paying the arrears from the estate. However, if a suspended or postponed possession order is in existence and it is a condition of the order that the arrears are cleared by instalments, the successor tenant is bound by the order and may be evicted if the instalments are not paid and the arrears not cleared.

We will seek possession of the property if someone who does not qualify to succeed attempts to occupy in the property without our authorisation.

If the property is larger than the needs of those that have succeeded to the tenancy, where we have grounds to gain possession of the property, we may look to exercise these.

Qualifying Successors

Our Affordable Rent and Social rent tenancies assured shorthold fixed term tenancies (and in rare circumstances some social rent tenants may be granted assured periodic tenancies). The following will be qualified to succeed to an assured or assured shorthold tenancy and if succeeding to a fixed term tenancy, the successor will succeed to the remainder of the fixed term of the original tenancy:

- In the case of a joint tenancy any surviving joint tenant,
- If there is no surviving joint tenant, providing the tenant who died was not themselves a successor, their tenancy will pass to their spouse, registered civil partner or someone who was living with them as husband or wife. This includes a partner of the same sex. The successor must have been living at the property as their only or main home at the time of the tenant's death

If no one residing at the property is qualified to succeed to the tenancy we will take legal proceedings to bring the tenancy to an end and regain possession of the property.

Reasons to refuse a claim to exercise succession rights

We will refuse a claim to exercise succession rights in the following cases (please note that this list is not exhaustive):

- The deceased tenant had previously succeeded to the tenancy (including a person who was a joint tenant and later became a sole tenant after the other joint tenant died);
- The deceased sole tenant had been living alone, the spouse / civil partner was not living at the property as their primary home prior to the death of the tenant; Where court proceedings had previously commenced for possession of the property and a possession order had been granted which ended the tenancy; or
- The applicant asking for succession is unable to prove their relationship to the deceased tenant, or is unable to prove that, immediately before the tenant's death, they were living at the address as their only or main residence at the time of the tenants' death.

Exercising discretion where there is no right in law to succeed

Where the remaining occupiers have no statutory or contractual rights to succeed to the tenancy we will require them to provide vacant possession. We will bring the tenancy to an end by notice where there is no recognised tenant in occupation.

Where vacant possession is not provided or there is a claim to inherit the tenancy we will take legal proceedings in accordance with the terms of the tenancy agreement unless we exercise landlord's discretion and a new

tenancy is granted by Dolphin Living (see below).

There may be no rights to succeed in statute or contractually within the terms of the tenancy agreement, but there may be compelling grounds that merit the exercise of discretion and the granting of a new tenancy. All cases will be considered on an individual basis at the sole discretion of Dolphin Living.

Where appropriate, for example, in situations which would mean that the property would be under-occupied or adaptations have been installed that are not required by the person applying to take over the tenancy, we may make an offer of alternative accommodation where we are able to do so rather than grant a new tenancy at the existing property.

Where discretion is not exercised in favour of the applicant or they decline our offer of alternative accommodation and they are refusing to leave the property, we will seek possession of the property through the court.