



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.

Granting of 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.

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 initial occupancy and remain unchanged for the initial period of three years. The rent for that property will then be subject to 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 'Market Rent' revaluation until legal processes have been completed.

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 the Monthly Savings Element, at the conclusion of the five years of tenancy, or any sooner date.

Leaving the LHET Scheme

If a tenant fails to comply with any part or condition of the LHET Scheme without Directors' agreement (eg: declining to pay the monthly savings element), then it will be determined that the tenant has unilaterally removed themselves from the favourable status the trust bestows upon its tenants.

In that case the normal commercial rent will be applied to the remaining part of the approved tenancy and the tenancy will not be renewed at the conclusion of that annual anniversary.

Completion of Tenancy (Monthly Savings Element)

The return of the accumulated Monthly Savings Element to the tenant, will take place on the tenants' departure from the Lawford Housing Enterprise Trust property.

However, If the vacating LHET tenants can provide evidence that they have exchanged contracts on the purchase of their own home, or are imminently committed to do so, (solicitor's correspondence to the LHET's agent), then the returnable sum could be transferred at that time.

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.

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 may be required to provide a Certificate of Responsible Animal guardianship (available from a Vet).
- 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. It is the view of LHET Directors that Pet occupation has the potential to undermine this founding principle.

Reviewed – 06.12.2022