

## Allocations Policy

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## Summary

This policy and procedure set out our approach to allocating Retirement Living and Extra Care properties for rent to new customers (applicants) and existing residents who wish to transfer.

Housing 21 aims to make best use of available housing by allocating homes in a fair, transparent and efficient way to older people, working in partnership with local authorities and contributing to their strategic housing function.

Shared ownership properties and those managed by Oldham and Kent PFI's have separate allocations policies. Guernsey schemes are included in this policy however there are different eligibility criteria and processes.

## Equality, Diversity and Inclusion

Housing 21 aspires to embed diversity and inclusion within all our organisational activities to enable these principles to become part of our everyday processes.

We will be committed to ensure that we will make reasonable adjustments to the policy to recognise, accommodate and support individual needs, where needed, we will ensure that we take a proactive approach so that no individual group is discriminated against or treated differently as a direct or indirect result of this policy.

Local managers are responsible for managing the culture on the schemes and ensuring that diversity is respected. All managers are briefed on diversity and inclusion.

## Key Principles:

Housing 21 is committed to:

- Ensuring compliance with all legislative, contractual, and regulatory obligations.
- Having a fair, consistent, and transparent policy and process with clear lines of responsibility and a right of appeal.
- Ensuring effective and best use of our stock by letting homes quickly and appropriately acknowledging the different offers provided by Retirement Living (housing with support) and Extra Care housing (housing with care and support).
- Where applicable, allocating properties in line with local authority nomination or local choice based lettings scheme agreements.
- In Retirement Living schemes, giving priority to older applicants aged 65 years and above using a “banding” system (subject to nomination agreements with our local authority partners).
- In Extra Care, considering care needs as well as housing requirements and maintaining a balance of care needs within the scheme.
- Generally ensuring applicants are in need of the housing provision Housing 21 deliver and that they qualify for it through satisfying our applications process.
- Giving applicants as much choice as possible, with the aim of housing people where they want to live to maximise their satisfaction.
- Contribute to creating and maintaining sustainable communities.
- Working with our local authority partners to support their strategic housing function, and their duties to meet local housing needs.

## Management Guidance

### 1. Introduction

#### a. Devolved Process – Who Does What?

Housing 21 operate a devolved allocations process. The scheme managers are responsible for allocating properties, processing applications and maintaining the waiting list. The Operations Manager / Regional Extra Care Manager is responsible for approving applications with concerns or red flag issues. Compliance with policy is managed locally by the Operations Manager / Regional Extra Care Manager with senior management monitoring overall compliance and performance. Heads of Service are responsible reviewing any appeals.

#### b. Types of Allocation Processes

Housing 21 have properties in around 250 local authority areas and are committed to supporting local authorities with their strategic housing function via local allocation agreements. These normally take the form of nominations agreements or the requirement to use a local authority's choice based lettings scheme. Where there are no agreements in place, or the agreement only covers a percentage of allocations, properties are allocated using a direct letting process.

#### c. Nominations

In Extra Care, Local Authorities normally have 100% nomination rights. These are based on an assessment of the applicant's care needs and agreed by joint allocation panels made up of representatives from Housing 21 and our Local Authority partner. Where there are variations to the nomination agreements the scheme should ensure they understand and adhere to them.

Housing 21 reserves the right to refuse a nomination where:

- The applicant's needs cannot be reasonably supported within the scope of the services provided at the scheme, and no reasonable adjustments can be made to meet those needs; or
- There is evidence that the applicant poses a demonstrable and significant risk to the health, safety, or well-being of other residents, employees, or others, which cannot be mitigated through reasonable measures.

Any decision to refuse a nomination will be made in compliance with Housing 21's obligations under applicable nomination agreements, the Equality Act 2010, and other relevant legislation. All refusals will be documented, and the nominating authority will be informed of the reasons for the decision.

A small number of local authority's agreements include an indemnity payment to cover rent loss for the period when they are unable to nominate an applicant. Details are held on the scheme and with the Finance Business Partner.

Sunderland Extra Care schemes do not have a nomination agreement in place and instead let through a direct allocation process which is set out as Appendix 2.

In Retirement Living there is a mix of nomination / choice-based lettings agreements, details are held at each local scheme and a register is held centrally. Many of the agreements are historical and physical agreements are no longer available.

#### d. Direct Lettings

Housing 21 works closely with local authorities to ensure nominations are made in accordance with the relevant nomination agreements. Where nominations or referrals through local authority choice-based lettings are delayed, unsuitable, or unavailable, Housing 21 reserves the right to allocate properties through direct lettings.

Direct lettings will be based on a waiting list maintained by Housing 21, which is ordered according to:

- Suitability for the scheme, including meeting any eligibility criteria (e.g., age restrictions and support needs).
- Time on the waiting list, within relevant age bands to prioritise fairness.

Housing 21 will ensure:

- Timely Follow-Up with the Local Authority: Referrals are actively pursued to avoid delays and ensure compliance with nomination agreement timescales.
- Assessment of Suitability: Nominations and referrals are assessed against the scheme's eligibility and support criteria, ensuring applicants' needs can be met within the available resources.
- Collaboration and Transparency: Where a nomination or referral is unsuitable or delayed, Housing 21 will engage with the local authority to resolve the issue or request alternative nominations.

Direct lettings will only proceed where there are no nomination agreements in place or when reasonable efforts to secure nominations have been exhausted, and the local authority will be informed of the decision to allocate directly. Housing 21 will maintain records of all decisions and waiting list allocations to ensure transparency and compliance

## 2. Application Process

### a. Applications

Applications to join the direct let waiting list are processed by the scheme manager and should be processed within 14 working days of receipt unless further information is required to assess eligibility. Applications can be made via a form or a face to face interview with the scheme manager.

Nominated applicants are also required to complete an application, this is to ensure we are aware of their circumstances and any risks or specific requirements.

Wherever possible applicants should be encouraged to visit the schemes they are interested in to ensure the property meets their needs, they understand the offer and they are advised of all applicable charges before they apply.

Where the applicant is applying for more than one scheme the application is processed by the manager of the first named scheme.

Applicants have an ongoing responsibility to disclose any change of circumstances between the completion of their initial application and any offer of a tenancy.

### b. Decision Making for Processing Applications

When processing an application, the following key decisions need to be made:

- Is the applicant eligible for a Housing 21 property?
- Are there any grounds to disqualify the application?
- Which schemes to add the applicant to?
- What position on the waiting list is the applicant added?

### c. Eligibility - Is the applicant eligible for a Housing 21 property

Applicants must:

- Be at least 55 years old unless the scheme is specifically for mental health or learning disability support. In Retirement Living schemes priority will be given to those aged 65 years and over. If a couple are applying, then at least one applicant must meet the minimum age requirement.
- Either
  - Have a need for support to enable them to maintain their independent living when applying for Retirement Living Properties. This can include support around health, wellbeing, safety and security or loneliness and lack of social connections; or

- Have a care need that can be met by Housing 21 (or third party contractors at the scheme) and be approved by the Local Authority when applying for Extra Care properties.
- Be actively looking for rehousing and in a position to move if accommodation is offered.
- Intend to use the property as their only home.
- Must not own another property except where:
  - An applicant has a need for Housing 21 services, and these cannot be delivered by another provider in the local vicinity and
  - The applicant agrees to sell this property. The applicant should be advised that their property should be actively and reasonably marketed for sale within one month of the offer of a Housing 21 property with the aim of the property being sold within 12 months of the tenancy start date.
- Have sufficient income or recourse to public funds to pay the rent and sustain the tenancy.
- Meet the “right to rent” requirements set out in the Immigration Act 2014 as amended 2021.
- Meet the requirements of any Local Lettings Plan applicable to the scheme they are applying for.
- Existing Housing 21 residents wishing to transfer must have either a secure or assured tenancy with no outstanding arrears, tenancy actions or repairs that are the resident’s responsibility.
- Housing 21 properties are designed to meet the needs of older people and applications will not normally be accepted from families with children or younger adults.

Guernsey schemes have additional eligibility requirements as set out by The State.

#### d. Disqualification - Are there any grounds to disqualify the application?

Housing 21 have a duty to balance the needs of the applicant with the nature and dynamic of the scheme, including the needs of existing residents many of whom may be frail or vulnerable. As a result, on occasion an application may be refused where the applicant is assessed as unsuitable and/or we are unable to meet their needs. All applicants will have the right of appeal against any refusal. See Appendix 1 List of Grounds for Refusal.

The application form requires the applicant to give honest disclosure in relation to the following series of questions around behaviour and housing history,

- Do you owe rent arrears to a current or former landlord or mortgage arrears? If yes, is there a repayment plan in place?
- Have you filed for bankruptcy or other debt management solutions?

- Have you or anyone in your household been evicted from a property or been subject to possession proceedings within the last three years? Or have you forfeited a probationary, introductory or starter tenancy?
- Has there been any intervention by your landlord or the police against you or anyone in your household for any issue. This could include antisocial behaviour, nuisance, hoarding or criminal activity and could be in the form of warning letters, injunctions, criminal behaviour orders, community protection notices or acceptable behaviour notices?
- Do you have any convictions for a criminal offence other than a spent conviction under the Rehabilitation of Offenders Act 1974?
- Applicants are also required to provide their housing history (a list of addresses, how long they have lived at the address, the tenure type and the where applicable the landlord details).

Where there are gaps or concerns with the response the scheme manager must ask for additional information and / or references. This information is then used by the Operational Manager/ Regional Extra Care Managers to approve or reject the application.

When deciding whether to accept or reject an applicant each application must be considered on its individual merit, and any extenuating circumstances should be taken into account.

Records must be kept and all rejected applicants given the right of appeal. There are standard letters in Versaa to use.

#### e. [Which schemes to add the applicant to?](#)

For direct lettings applicants can choose up to four schemes and can change these schemes as they wish. Scheme managers should check if a requested scheme has a closed or partially closed waiting list or is subject to 100% nomination rights and if so, support the applicant to choose another scheme.

The types of property at a scheme can vary from studios through to three bedroom apartments or bungalows. The scheme manager should check the types of property at the scheme and advise the applicant on eligibility to ensure best use of stock.

To avoid any overcrowding e.g. studio properties can only be allocated to single applicants.

Applicants can apply for properties where they will be under occupying, where they are able to afford the rent and charges and either have a specific need for the property or the property is hard to let. However, priority should be given where possible to applicants who will not under-occupy a property to ensure a fair and responsible allocation process

f. What position on the waiting list is the applicant added?

As a provider of supported housing, Housing 21 recognises that it is normal for older applicants to have a range of age-related needs e.g. ill health, disability, care or support needs and this poses significant challenges in prioritising one need over another. It can also lead to confusion, a perceived lack of fairness and dissatisfaction. Direct lettings will therefore be based on age band and waiting time rather than a needs assessment; this ensures a fair and transparent allocation process\*.

Age banding criteria is used to give priority to older applicants. Applicants are banded automatically according to their age and then ordered on the waiting list in each band by date of application.

The age bands are as follows.

Band One – 65 years old and over.

Band Two – 60-64 years old.

Band Three – 55-59 years old.

Applicants will be automatically moved into the next banding on their qualifying birthday. Joint applicants will be ordered on the age of the eldest applicant.

\*Housing 21 will at all times ensure compliance with the Equality Act 2010 obligations and make reasonable adjustments e.g. make an emergency offer, where there are exceptional circumstances impacted by any protected characteristic; these must be agreed with a Head of Service.

Where we are approached by another Housing Association or Local Authority on behalf of an applicant requiring an emergency offer/ move, consideration will be given based on any exceptional circumstances; these must be agreed by a Head of Service.

Applicants that are nominated by the local authority will be added to the waiting list to record their nomination and enable an offer to be made, their position on the waiting list is irrelevant.

g. Registration Letter

When an applicant is added to the waiting list a registration letter should be issued confirming their registration number and the schemes they have requested. This letter also advises of the need to meet the Right to Rent requirements, that our preferred payment method is Direct Debit and that four weeks rent in advance payments are required at the tenancy sign up.

#### h. References and Rejecting Applications

Housing 21 recognises the difficulties many applicants face in providing references for example, where they are living with family, are lodgers or own their own home. Housing 21 additionally acknowledges that applicants can be on the waiting list for many years with no guarantee of an offer and to seek a reference at application can raise expectations and lead to dissatisfaction. Therefore, we will only ask for references where there are concerns / red flags arising from the application.

#### i. Transferring Residents

Residents who wish to move to either another property within their scheme or to another scheme should apply through the normal process and will not be given priority over other applicants. The resident must have a clear rent account, not have any action taken against their tenancy and the property must be in a lettable standard. There is a transfer application form to record these. In exceptional circumstances residents may need to move outside of policy see Appendix 3 Management Move Guidance.

#### j. Mutual Exchanges

There is a separate policy and process for residents who wish to do a mutual exchange (tenancy swap).

#### k. Housing of Board Members, ex Board Members, Employees and ex-employees and their Relatives,

Anyone from these groups making an application for housing will receive the same consideration as any other applicant.

We will not consider applications for housing at any sites where the applicant has previously been employed or their relative is currently employed.

All offers to these groups must be approved by a Managing Director or in the event of a conflict of interest by the Deputy Chief Executive.

#### l. Applicants from Abroad

Applications may be accepted from applicants living abroad providing they meet the Right to Rent requirements. Applicants from abroad who are not financially self-sufficient should complete a Habitual Residency Test with the local authority to confirm eligibility for benefits. Applicants must provide an email address or UK phone contact for correspondence and be actively looking to move.

#### m. Mental Capacity

For a person to be a tenant and enter into a tenancy agreement, he or she must have the capacity to understand the contract. A prospective tenant without mental capacity cannot

sign a tenancy agreement and will only be offered a tenancy where there is a Lasting Power of Attorney or Deputyship or where Power of Attorney or Deputyship has been applied for and where specific criteria (set out in Appendix 4) around managing the tenancy are met.

If there is any concern about the applicant's mental capacity an assessment can be conducted by a mental health professional or a social worker. See Appendix 4 Mental Capacity.

### 3. Allocation Process

#### a. Offering the property

Offers are made by the scheme manager and should be made timely to give the applicant as much notice as possible and to reduce any void periods. Wherever possible the offer should be made in the notice period enabling a back to back letting.

When the offer is made the applicant must confirm that there has been no material change in circumstances since the application was made.

For direct lets the offer should be made to the applicant at the top of the scheme waiting list (which is in age band/ time waiting order) unless the property is not suitable for the applicants' needs due to the property size or issues with accessibility (e.g. it is a first floor property with no lift and the applicant cannot manage stairs). The scheme manager should work down the list from top to bottom until they have a suitable applicant. Where an applicant refuses an offer the scheme manager should make the offer to the next applicant on the list.

In Extra Care allocations are normally via the nominations panel however some schemes will hold a waiting list for when the local authority is unable to nominate an applicant. When making a direct lettings offer to an Extra Care property the level of care needs of the applicant should be taken into account to ensure a balanced community profile, this will override any age banding or waiting time.

Applicants are entitled to three reasonable offers if they refuse all three offers their application will be rejected and a new application will not be accepted for 12 months.

A verbal / telephone offer can be made to speed up the process. This counts as one of three offers. Scheme managers should ensure that this is clearly explained to the applicant, the offer acceptance or refusal should be followed up in writing / email and recorded in the housing management system.

In instances where applicants fail to turn up for a viewing or tenancy sign up meeting without contacting or who fail to respond to an invitation to view will have that “offer” counted towards their three reasonable offers.

#### b. Reasonable Offers

Housing 21 are keen to support residents to have a choice about where they live, however this has to be balanced against the need to ensure best use of stock. Applicants cannot sit on a list waiting for a specific property and will be offered a property that meets their reasonable needs in terms of bedroom size, accessibility, floor level and position in the scheme.

#### c. Tenancy Start Date

Tenancies wherever possible should start on the Monday following the offer being made or the tenancy end date of the void; in exceptional circumstances the start date can be up to two weeks after the offer. For Extra Care properties the tenancy start date must take into account the start date of the care provision.

If an applicant is unable to accept the tenancy from this date the offer will be withdrawn and made to the next eligible person on the waiting list. This offer will count towards the applicants 3 refusals.

#### d. Joint Tenancies

In a joint tenancy both tenants are severally and jointly liable for ensuring the terms of the tenancy agreement are met and all charges are paid.

A joint tenancy agreement can be issued at either:

- The start of the tenancy.
- When the partner has lived at the property for 12 months and it is their only home.
- If the tenant marries the spouse can be added from the date of the marriage.

Joint tenancies will only be offered to.

- Married or cohabiting couples where they both meet the minimum age requirement for the scheme. Where one person is younger than the minimum age requirement, they will not be added to the tenancy agreement until they reach the minimum age (any legal rights to succeed to the tenancy remain).
- Siblings or close relatives where they both meet the minimum age requirement for the scheme and only at the start of a tenancy and providing this does not create any

statutory overcrowding. Siblings will not normally be added later to prevent any abuse of the waiting list.

Where a joint tenant wishes to be removed from the tenancy the scheme manager must get both tenants to sign the Assignment of Joint to Sole Tenancy form. The scheme manager is responsible for updating the housing management system and saving the form in Housing Docs. If a tenant moves out of the property and does not relinquish their tenancy, they are still liable for any rent, service charges or any recharges.

#### e. Affordability

New residents are expected to pay four weeks rent in advance, the scheme manager should remind applicants of this at offer stage and encourage them to undertake a financial assessment for affordability. In cases of severe financial hardship where the applicant cannot afford the four weeks in advance payment the scheme manager can (with their line managers approval), accept one week's payment on condition that a payment plan is in place for the remaining three weeks in advance requirement.

Existing residents with a tenancy which was signed before 2009 were not required to pay four weeks rent in advance. These residents who wish to transfer, will not have to pay four weeks in advance on their new tenancy.

#### f. Management Moves

In exceptional and unusual circumstances, a resident or applicant may be offered a property outside of the normal allocation process. Examples of where this may apply include where the resident is a victim of a serious crime in their property, or the police advise that for the safety and welfare of the resident they should be moved immediately. In all cases the move must be authorised by the relevant Head of Service.

Starter tenants do not have permission to transfer during the starter period of their tenancy, however where there are exceptional and unusual circumstances the tenant will be allowed to move. In all cases the move must be authorised by the Head of Service. See Appendix 3 Management Move Guidance.

#### g. Licences

Where appropriate, a property may be allocated directly to a local authority for them to use for respite or temporary accommodation. Approval is required from the Head of Service and will be processed via a license agreement.

#### h. Pets

Allocations may be made to applicants who wish to move with their pets. This needs to be in accordance with the Pets Policy.

### 4. Waiting List Management

There is one waiting list which covers all of Housing 21 properties, the list is then filtered by scheme. Scheme managers are responsible for managing the applicants on the waiting list for their scheme.

#### a. Waiting List Review

Scheme managers have full visibility of the applicants on the waiting list for their scheme. Scheme managers should as a minimum review the list annually and contact applicants to confirm if their circumstances have changed and if they wish to remain on the list. Failure by the applicant to respond to this contact will result in the applicant being removed from the waiting list.

#### b. Change in Circumstances

If an applicant moves address or there is a change to their household member the application will be updated, and they will remain on the waiting list from their original application date.

Some changes in circumstances may raise concerns requiring the scheme manager to ask for additional information and / or references not previously needed. This information will then be escalated to the Operational Manager/ Regional Extra Care Managers who may reject the application and remove the applicant from the waiting list. Records must be kept and all rejected applicants given the right of appeal.

The age banding position may change to reflect the age of the eldest applicant.

#### c. Closed Waiting Lists

Waiting list for a specific scheme will be closed where the size of the list means it is unlikely that new applicants will be housed in the foreseeable future. As a guide if there are more applicants than the number of properties the list should be closed however local discretion can be applied.

A waiting lists may also be partially closed to applications specific property types e.g. the list will remain open for studios only. Any decision to close a scheme's waiting list must be approved by an Operational Manager or Regional Extra Care Manager.

A list of closed waiting lists is held centrally by the Regional Co-Ordinators and reviewed annually. The Regional Co-Ordinators external website should be updated to show closed schemes .

#### d. Local Lettings Plan

A local lettings plan may be introduced which allows for a variation of the eligibility criteria. This is generally where the local authority has included specific criteria in the development agreement e.g. applicants must live within 5 miles of the scheme. It can also be used to address exceptional demand issues. The plan must be approved by a Head of Service and will set out what has been the varied and the purpose for the variation. The plan can apply to a specific scheme or an area.

#### e. Marketing

Scheme managers are responsible for maintaining a healthy waiting list and marketing their schemes where necessary.

A Marketing Toolkit is available to support scheme managers. Every effort should be made when marketing schemes to collaborate with local community groups and to make the schemes welcoming to all in order to drive inclusivity and diversity.

#### f. Fraud

Where applicants have provided false information or withheld information and this becomes known after a tenancy has been granted, Housing 21 will take legal action to end the tenancy.

#### g. Confidentiality

We may seek information about applicants from other agencies and we will seek the applicant's consent to do this. The applicant does not have to give permission for us to seek this information. However, failure to give this permission may result in termination of the applicant's application for housing.

We will treat any information received about the applicant in confidence. However, information provided may be used to detect and prevent fraud and/or used for statistical surveys.

#### h. Review of Decisions

If an applicant disagrees with any decision within this policy, they can appeal to the Head of Service who will carry out a formal review. A decision should be made within 20 working days and will consider,

- If the decision is reasonable.
- If the policy has been followed.
- If the residents' vulnerabilities or extenuating circumstances have been taken into account.
- What is the impact of the decision on the resident/applicant balanced with the impact on the other residents at the scheme.
- Any new evidence or change in circumstances, although the response should be clear where the original decision has been upheld and where a fresh assessment has been made.

## Appendix 1 Grounds for Refusing an Application.

Housing 21 will on occasion refuse an application from an applicant who is deemed unsuitable. This includes where the applicant:

- Is unable to live on their own without support and not willing to permit suitable support arrangements being put in place.
- Is not eligible for housing in the UK.
- May create significant safeguarding concerns for existing residents.
- Does not have a support need if applying for Retirement Living schemes.
- Has a conviction for an offence incompatible with living in a retired housing environment, or general needs housing in some cases\*.
- Has any member of the applicant's household with an unspent criminal conviction in accordance with the Rehabilitation of Offenders Act 1974\*\*.
- Is registered under the Sex Offenders Act 1997 or is subject to a Sex Offender Order under the Crime & Disorder Act 1998 and their risk assessment shows they pose significant safeguarding concerns for existing residents and their families or visitors.
- Has been evicted from any other retirement or general needs housing due to rent arrears; anti-social behaviour, damage to property or any other non-compliance with tenancy conditions\*.
- Is not actively looking to move.
- Owes rent or any other debts to a current or former landlord or have mortgage arrears. (Discretion may be applied where the arrears are low and there is a successful repayment plan in place).
- Is unable to pay the rental charges.
- There has been an intervention by the landlord or the police against the applicant or anyone in their household for any issue. The circumstances, impact and ongoing behaviour should be taken into account.
- Would not be using the tenancy as their only home.

- Has refused three reasonable offers of accommodation (restricted from applying for a further 12 months after removal).
- Has given false information or made a false statement (including material omissions).

All applicants will have the right of appeal against any refusal.

\* This refusal will remain in place until the applicant can demonstrate a change in behaviour, for example they have engaged with and worked with a recognised support service.

## **\*\* Criminal Convictions**

Where an applicant or a member of the applicant's household has an unspent conviction, they will be considered as ineligible if there is reason to believe that they pose a risk to their household, neighbours or the wider community.

The rehabilitation period (the length of time before a caution or conviction becomes spent) is determined by the type of disposal administered or the length of the sentence imposed. Rehabilitation periods that run beyond the end of a sentence are made up of the total sentence length plus an additional period that runs from the end of the sentence, which we have called the 'buffer period'. Other rehabilitation periods start from the date of conviction or the date the penalty was imposed.

<b>Sentence/disposal</b>	<b>Buffer period for adults (18 and over at the time of conviction or the time the disposal is administered). This applies from the <u>end</u> date of the sentence (including the licence period).</b>
Custodial sentence* of over 4 years, or a public protection sentence	Never spent
Custodial sentence of over 30 months (2 ½ years) and up to and including 48 months (4 years)	7 years
Custodial sentence of over 6 months and up to and including 30 months (2 ½ years)	4 years
Custodial sentence of 6 mths or less	2 years
Community order or youth rehabilitation order**	1 year

The rehabilitation periods for sentences with additional "buffer periods" which run from the end date of the sentence are shown in the table below.

<b>Sentence/disposal</b>	<b>Rehabilitation period for adults</b>
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	<b>(18 and over at the time of conviction or the time the disposal is administered).</b>
Fine	1 year
Conditional discharge,	Period of the order
Absolute discharge	None
Conditional caution and youth conditional caution	3 months or when the caution ceases to have effect if earlier
Compensation order*	On the discharge of the order (i.e. when it is paid in full)
Binding over order	Period of the order
Attendance centre order	Period of the order
Hospital order (with or without a restriction order)	Period of the order

## Sex Offenders

Applications from convicted sex offenders must include a formal risk assessment, obtained by the scheme manager, from the local Multi Agency Public Protection Panel or via the Probation Service. The risk assessment must give details on how likely the applicant is to cause harm and in what circumstances. If no risk assessment is made available, the application will be rejected. The application will also be rejected if:

- The applicant is registered under the Sex Offenders Act 2003 or is subject to a Sex Offender Order under the Crime & Disorder Act 1998 and their risk assessment shows there is a moderate or high risk to older people.
- If there is high incidence of children visiting the scheme on a regular basis and the risk assessment shows moderate or high risk to children.
- If the location of the scheme is close to a school playground and the applicant has been convicted of offences against children.

## Appendix 2 Sunderland Allocations Process

There is no formal nominations agreement in place between Housing 21 and Sunderland local authority and as such Housing 21 Allocations Policy should be used along with the following direct let process when allocating rental properties on all Sunderland Schemes.

- All Schemes are to hold and maintain a housing waiting list. This is to be categorised into people with High, Medium and Low care needs along with people with zero care needs. The housing list is to be reviewed and updated on a regular basis. With permission of any potential new resident applications are to be shared with any nominated scheme within Sunderland. (High Care needs 14hrs and above of care per week. Medium care needs 7-14 hours of care per week. Low care needs less than 7 hours of care per week.)
- Regular dialog should be held with the locality Social Work teams and direct applications held on the waiting list
- When a potential upcoming void is identified the waiting list is to be reviewed, consultation held with the on-site care team around level of need which can be met and potential new residents identified.
- As well as the level of care needs priority should be given to those of pensionable age and those longest on the waiting list.
- Potential new residents should be contacted and where possible arrangements made for them to visit the scheme to ensure that any potential property meets their needs.
- Offers to be made and processed in a timely manner via internal systems
- Process to be reviewed during managers supervisions to ensure compliance

## Appendix 3 Management Moves Guidelines

Management moves are a way of moving a resident outside of the normal transfer and allocation process. Management Moves should only be used in exceptional and unusual circumstances. All moves should be signed off by the Head of Service and a full record of the reasons kept.

Circumstances where a management move may be considered are:

### Police Recommendation

Where the police recommend a move for either the safety of the resident or the other residents on the scheme.

### ASB / Nuisance

Wherever possible action should be taken to stop the ASB and if necessary to evict the perpetrator. In cases of severe ASB it may be necessary to move the victim to another scheme.

### Domestic Abuse

In cases of severe or prolonged abuse it may be necessary to move the victim to protect them or to allow for a “fresh start”. If the victim is a joint tenant, then tenancy action should be taken against the remaining tenant.

### Health Needs

Any decisions should be based on both the severity of the health need or disability and the extent to which re-housing will benefit the residents’ quality of life and ability to live independently. Decisions should also consider the balance of the residents’ needs with other applicants / residents on the waiting list. Examples are:

Bed blocking – unable to return home from hospital as the property is no longer suitable in terms of access, size or facilities

Severe disability and unable to access the property or use the facilities within the property and it is not possible/reasonable to adapt the property or add a lift or stairlift (e.g. uses a Zimmer Frame and cannot manage steps, needs wheelchair turning space or an accessible bathroom)

### Starter Tenants

Starter tenants do not have the right to transfer however if there has been a significant change in their circumstances which means their property is no longer suitable for their needs they can be considered for a **transfer** within the starter period – the normal transfer rules apply i.e. they join the waiting list.

## Appendix 4 Mental Capacity

Prospective tenants cannot sign the tenancy agreement if they do not have mental capacity.

As a minimum, potential tenants must understand the following contractual terms:

- The tenancy they are about to sign is a legal contract that places them under an obligation to adhere to the tenancy conditions.
- The requirement to pay rent and service charges.
- Not to cause nuisance or annoyance to other residents or to staff and contractors.
- Not to cause damage to the property.
- To permit staff or contractors reasonable access to the property for example in relation to repairs.

If there is lasting / enduring power of attorney or deputyship\* in place that covers “health and wellbeing” as opposed to “financial matters” then the attorney or deputy can sign the form on their behalf as long as it is felt that the prospective tenant can (with support) manage the tenancy.

If there is a lack of capacity, it is felt that the prospective tenant cannot manage the tenancy and / or there is no power of attorney or deputyship\* (or deputyship has been applied for but is not yet approved) the tenancy will not proceed. In exceptional cases we may however still offer the tenancy providing the following conditions are met.

- A risk assessment (usually by the Social Worker) confirms that with support the applicant can manage the tenancy.
- There is a care plan to provide this support.
- The Extra Care Housing Manager confirms the scheme meets the needs of the applicant and is willing to accept the applicant (Retirement Living schemes are unlikely to meet the needs of the applicant).
- If the applicant requires Housing Benefit (HB) to afford the rent charges, then confirmation is required from the local authority to confirm that they will accept an application based on the applicant’s lack of capacity to sign both the HB application form and the tenancy agreement. If necessary, refer to Wychavon District Council v EM (2012) which sets precedent that they should pay HB.
- If the applicant is not dependant on Housing Benefit or it is unlikely to cover all the rent then a mechanism is in place to ensure that the rent is paid including a process to change payment amounts as needed.

- Next of Kin, relative, solicitor or social worker should make an application for deputyship (this can take some time and cost).

In such cases the offer must be authorised by the Head of Service.

If the decision is to proceed then the tenancy agreement remains unsigned until a Power of Attorney or deputyship has been appointed. Instead an addendum should be added to the tenancy agreement explaining why it is unsigned and evidencing above.

The tenancy is then to be created as normal and Income Admin set up a rent account. By creating a rent account and charging rent Housing 21 are in fact creating a tenancy regardless of whether there is a signed agreement. This poses a risk to Housing 21 as the tenancy will be silent on rights and responsibilities and it will be difficult to enforce any action around ASB, arrears etc. So should only be used in exception circumstances.

Under no circumstances should the scheme manager, social worker or relative sign the tenancy agreement as this will make the agreement void.

\* Definition of lasting / enduring power of attorney or deputyship - power of attorney is applied for by the person themselves whilst they still have capacity and it allows them to say who will have control (attorney) of the decision making. Deputyship is applied for by the deputy when the person no longer has capacity to do it for themselves

## RISK MANAGEMENT RISK EVALUATION FORM FOR APPLICANTS WITHOUT CAPACITY

<b>Residents name:</b>	
<b>Residents Address / Contact details</b>	
<b>Risk Assessor's (Adult social care) name and job title :</b>	
<b>Risk Assessors Contact details</b>	
<b>Social Workers contact details if different to Risk Assessor</b>	

Assess likelihood of risk and likely impact	
Risk Level	Action and Timescale
Low	No additional measures are required; however, monitoring in place by to ensure that the risk(s) remain acceptably low.
Medium	Support plan in place to address the risks. Actions must be consistent with the complexity of the issues and the likely impact on the resident, the property and tenancy plus other service users, employees and visitors
High	Support plan in place to address the risks, however if the likelihood is high and the impact high then it is unlikely that Housing 21 accommodation is suitable

**Assessment to be completed by Adult Social Care and be accompanied with confirmation that it is “in the Residents Best Interest” to move into a Housing 21 property.**

**Purpose: To identify the risks and the appropriate remedies for the successful management of a tenancy where the resident does not have capacity to sign a tenancy agreement. This includes risk to the resident, the property, other residents and visitors, employees and contractors.**

Define risk (Describe it)	Evaluate risk	Likelihood of Risk L/M/H	Impact of Risk L/M/H	Actions to address risk include who, what and how they will be managed
Abusive or aggressive behaviour towards employees, residents, visitors and contractors.				
Unreasonable or anti-social behaviour. This could include excessive noise, substance abuse, verbal abuse or sexual harassment of employees, residents, visitors and contractors.				

Neglect of the property including not keeping the property clean and tidy, accumulation of hazardous materials, hoarding, not disposing of rubbish and failure to report repairs.				
Failure to pay the rent and other charges (including failure or difficulty claiming housing benefit)				
Deterioration of mental / physical health including self-neglect and the ability to maintain a tenancy.				
Other				