

Market Rent Management Policy

1.0	SCOPE
	Purpose
1.1.	This Policy details the principles to be adopted by whg when allocating and managing properties let at market rent. This Policy is an addendum to the Tenancy Management Policy. whg will offer tenancies that are legally compliant. These tenancies are marketed, allocated and managed independently of our social and affordable tenancies.
1.2.	It does not apply to leasehold, commercial or mortgage rescue customers. New homes that are built or acquired by whg outside of the affordable rents programme may be let as market rentals.
	Legal and regulatory framework
1.3.	Customers applying for these properties do not have to meet the allocations criteria for social or affordable housing and the properties are let outside of whg's choose and move scheme. Market rent properties are not regulated in the same way as social assets and therefore a Policy is required to ensure that whg are open and transparent about the mechanism that whg will use in order to let and manage the properties.
1.4.	whg will keep all customer data secure. Data will be processed in line with GDPR principles and our Customer Privacy Notice and Sales Customers Privacy Notice.
1.5.	S.118 of the Charities Act 2011 refers to disposals not being made to connected persons without consent from the Charity Commission. Due to the time it takes to obtain this consent we do not allocate market rent properties to connected persons. This is to ensure homes are not left void and the rent loss is minimised.
1.6.	On the 14 June 2023 the Charities Act 2022 inserted a clause into the Charities Act 2011 that excludes colleagues from the connected person rules where the disposal is the grant of a tenancy for a fixed term of one year or less or which is a periodic tenancy and the period is one year or less. Once the clause is in force we will allow the letting of market rent properties to employees.

2.0	POLICY STATEMENT
	Allocation Qualification Criteria
2.1.	<p>whg will ensure that when properties are let at market rent, the prospective customer is in a financial position to sustain the tenancy.</p> <p>In order to do this, successful applicants for these tenancies must fulfil the following criteria:</p> <ul style="list-style-type: none"> • Be at least 18 years of age; • Be able to provide evidence of a regular source of income and meet the affordability criteria. The total net annual income of the customer that is required will vary dependent upon the rental level of the accommodation on offer; • Can evidence at point of application the means to pay a month of rent up front and a specified deposit amount*; • Have proof of right to rent in relation to their immigration status and be eligible for access to public funds; • Can provide suitable employer and landlord details for references when requested; • Agree to a full credit check and financial appraisal. Customers must have a good credit history with no outstanding record of unpaid County Court judgements, loan defaults, bankruptcy or individual voluntary arrangements. There may be instances where whg will use their discretion where outstanding debts are being paid however this will be based on the affordability and other supporting evidence of the ability to maintain the debt payments; • Undertake our affordability calculation based upon their income and the size and type of property which may include providing bank statements and supporting documentation; • The property size is appropriate and will not cause overcrowding in line with the Government's room standard. <p>*Customer deposits will be placed in an approved tenancy deposit protection scheme and be returned to the originating bank account upon the tenancy ending and once the account balance has been settled.</p>
	Restrictions
2.2.	<p>Properties advertised as market rentals will be marketed outside of whg's social and affordable Allocations Policy however whg's Restricted Access Policy will apply. whg will also restrict access in the following circumstances;</p> <ul style="list-style-type: none"> • Applicants where there is evidence that they, or identified members of their household or their visitors, have acted antisocially such that they would have been in breach of a current or previous tenancy agreement; • Applicants where they, members of their household or their visitors

	<p>are persons whom the Police, Social Services or Probation Services formally advise us that they should not be allowed access to whg properties. This could be in order to protect the community or to prevent or reduce crime and disorder in the area;</p> <ul style="list-style-type: none"> • Applicants who have demonstrated unacceptable behaviour which may include but is not limited to; <ul style="list-style-type: none"> - a threat of violence; - intimidating or aggressive behaviour towards whg colleagues or members of the community; - lack of cooperation with whg. • Applicants who have failed to provide accurate information or have withheld relevant information from their application form or in interviews with whg colleagues; • Applicants with an outstanding legal action against them if the cause of legal action would have been a considered a tenancy breach if the applicant was residing in a whg property at the time; • Applicants, tenants or former tenants who have a recoverable debt with either whg or another Registered Provider.
	Property Advertisement
2.3.	Properties may be advertised using a range of media. This could be using the most popular property sites or whg's own internal website or online portal. In some instances we may consider alternative advertisement such as community centres, places of worship and/or other public spaces.
2.4.	Properties may not be advertised if there is a prospective tenant who is either already on the waiting list or they applied for a home previously but were not made an offer due to it being allocated to someone else.
2.5.	whg reserve the right to withdraw a property offer up to the time of the key handover.
	Rent Review
2.6.	whg reviews current tenants' rents on an annual basis and applies the new rents from April. How whg set rents is outlined in the Rent and Service Charge Policy.
	Service Charges
2.7.	Market rent tenants will not have separate charges for services, but their total rent will be sufficient to pay for any services provided.
	Communication
2.8.	Where possible, correspondence will be sent via electronic methods to reduce the impact physical letters have on the environment.
	Tenancy conditions

2.9.	Market rent tenants are expected to adhere to the terms of their tenancy agreement which includes looking after their home and behaviour within their community. If it is deemed that there has been a breach of their tenancy, whg will take action to enforce the tenancy.
	Repairs and Improvements
2.10.	whg will deliver a repair service to customers in line with the tenancy agreement. Repairs that are listed as the responsibility of the tenant in the tenancy agreement will not be delivered by whg. All repairs that are required due to customer neglect or damage will be dealt with in line with our Chargeable Repairs Policy and will require the customer to pay for the cost of the repair, usually before the repair is completed.
	Nuisance and Anti Social Behaviour
2.11.	<p>If a market rent customer is the victim of nuisance and/or anti-social behaviour (ASB), whg has no requirement to be involved unless the perpetrator is a tenant of whg.</p> <p>Customers should seek advice from the Local Authority, Law Centres and solicitors or the Police.</p>
2.12.	The market rent tenancy agreement requires whg to take appropriate action in cases of nuisance, harassment, racial harassment or victimisation and to uphold the tenancy agreement whenever there is sufficient evidence to merit and substantiate proceedings where the tenant is the perpetrator. Where sufficient evidence of serious nuisance or anti social behaviour is provided, whg may take possession action to recover a market rented property.
2.13.	Possession action may only be taken if evidence shows that serious or ongoing nuisance or anti-social behaviour has been proven. Action will not be taken in relation to issues determined to be a 'clash of lifestyle' or noise that is everyday household noise.
	Financial Hardship
2.14.	Where there are rent or service charge arrears, market rent customers will be signposted to an organisation that may be able to assist. Although we will not offer in house money and debt advice for market rent customers, whg will offer support via the Income Collection Team and work with customers to bring their account up to date.
	Customer Care
2.15.	whg will exercise discretion in the application of this Policy and will take account of the circumstances and vulnerabilities of individual customers. Colleagues will also act with due regard to the whg Equality and Diversity

	Policy at all times. The tenancy agreement sets out landlord and customer responsibilities.
	Aids and Adaptations
2.16.	whg do not fund aids or adaptations to Market Rent properties. Prior to any aid or adaptation being started in the home approval is required by whg. If whg deem the works to be significant or the aid/adaptation is unlikely to be able to be removed without further works being required to return the home to the condition or layout when it was first let, we may refuse the adaptation. whg will in this case signpost the customer to appropriate services (internal or external partners) for support which could result in a move to a more appropriate home.
3.0	PERFORMANCE MEASURES
3.1.	As whg is a not for profit organisation we must ensure that market rents do not compromise our charitable status. We will monitor the number of market rents that are let and the amount of income that is generated from these properties to ensure we remain compliant with the Charity Commission requirements. There is no limit to the number of market rent properties we may own.
3.2.	We will monitor the following: <ul style="list-style-type: none"> • Rent arrears as a (%) • Void loss as a (%) • Number of days to re let
4.0	EQUALITY AND DIVERSITY
4.1	whg understand that some tenancy obligations are more difficult for some customers to manage. This Policy ensures we work with our customers to resolve issues, and that we provide appropriate support
5.0	TRAINING AND DISSEMINATION
5.1.	All customer facing colleagues who deal with the allocation and management of market rent tenancies are made aware of the requirements of customers' tenancy agreements and the potential consequences of a customer breaching any terms. Training and updates will be providing during colleague one to one meetings with their line manager.
6.0	MONITOR AND REVIEW
6.1	This Policy will be monitored by the Director of Housing and Customer Services and reviewed every three years by the Policy Group.
7.0	ASSOCIATED DOCUMENTS, POLICIES AND PROCEDURES
7.1	Documents, policies and procedures associated with this Policy are: <ul style="list-style-type: none"> • Chargeable Repairs Policy

	<ul style="list-style-type: none"> • Equality and Diversity Policy • Equality Act 2010 • Housing Act 1988 • Housing Act 1996 • Housing Act 2004 • Immigration Act 2014 • Rent and Service Charge Policy • Restricted Access Policy • Tenancy Management Policy • The Charities Act 2011 • The Charities Act 2022 • Localism Act 2011
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Document author	Acting Senior Income Manager
Document owner	Acting Director of Housing
Legal advice	Legal Services
Consultation	Customers, Director of Housing, Service Manager and Legal Services, Income Collection, Residential Property Team, Community Safety, Home Maintenance Services
Approved by	GEXEC – October 2023
Review Date	October 2026
Corporate Plan aim	Grow and expand our services our reach and our range
Equality Assessment	24/01/2023- completed as part of the Residential and Commercial Property Management Policy consultation which aligns with this Policy
Key changes made	<p>New Policy as a result of the Residential Property Management Policy being split out into tenancy type to make it more specific to this tenure type;</p> <p>Language made clearer following customer consultation; clause inserted relating to letting market rent properties to employees;</p> <p>Removal of UK Worker Registration Scheme clause due to legislation changes;</p> <p>Minor language changes.</p>

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