

CYNGOR SIR *POWYS* COUNTY COUNCIL

Housing Services

Tenancy Management Policy

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This document is available on request in alternative formats (e.g. Large print type / Braille / on tape).

Housing Services Tenancy Management Policy

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Policy background and coverage

- a. A “tenancy agreement” or shortened “tenancy” is the written contract between the Council as landlord and the tenant. The tenancy agreement gives certain rights and obligations to both the tenant and landlord.
- b. The Council aims to manage tenancies efficiently and effectively to enable tenants to exercise their rights as introductory and secure tenants.
- c. The Council will ensure that it manages tenancies in accordance with best practice and relevant policy, legislation and Council housing service standards.
- d. The Council will ensure that, where it has discretion, this is exercised in a reasonable, fair and equitable manner.

1 Creation of tenancies

1.1 Objective

The Council will ensure that tenancies are created correctly.

1.2 Creating new tenancies

The Council will offer tenancies to applicants for rehousing in accordance with the Common Allocations Scheme.

1.3 Types of tenancy

- a. All new tenancies granted will be introductory tenancies, unless the new tenant already has a secure tenancy with the Council or a Registered Social Landlord.
- b. All introductory tenants will automatically become secure tenants on the first anniversary of the date their tenancy commenced, unless the Council has either:
 - I. commenced possession proceedings during the 12 month trial period; or
 - II. decided to extend the introductory tenancy for a further 6 months. In such instances the Council will serve a notice of extension on the introductory tenant at least 8 weeks before the expiry of their introductory tenancy. The notice will advise the introductory tenant of the reasons of the extension of their introductory tenancy and provide them with information about their right to ask for the decision to be reviewed.

1.4 Creation of tenancies for persons aged 16 or 17

- a. Where the successful applicant is aged 16 or 17 years of age, the Council will agree on a person to hold their tenancy on trust, until they reach their 18th birthday. Where appropriate and practical the Council will involve the applicant in the selection of the person who will hold their tenancy on trust.
- b. The Council will include in the express trust deed that the trustee acts as a guarantee and litigation friend.

2 Ending of tenancies

2.1 Objective

The Council will ensure that tenancies are terminated correctly.

2.2 Notice to quit

- a. The Council will accept the statutory 4 weeks' notice from a tenant that they intend to end their tenancy.
- b. The notice informing the Council of a tenant's intention to end their tenancy must be in writing, and preferably signed by all tenants of the property.
- c. Where a tenant informs the Council not in writing, the Council will make sure the notice to quit is signed during the inspection visit.
- d. On receipt of a notice to quit the Council will inspect the property within 7 days and advise the tenant(s) of any noticeable outstanding repairs or redecoration for which they are responsible. The Council will provide an estimate of rechargeable costs in the event the tenant does not carry out the required repairs or redecoration. The tenant remains responsible for unnoticed repairs at the visit and repairs that occur after the visit.
- e. On the termination of the tenancy the Council will inspect the property and any outstanding repairs or redecoration for which the former tenant(s) were responsible will be recharged to the former tenant(s).

2.3 Joint tenants

- a. The Council will accept a notice to quit where it has been signed by all tenants who hold the tenancy.
- b. Where one joint tenant seeks to end the tenancy by means of the correct notice to quit, the Council will investigate to establish:
 - I. the intentions of the tenant who served the notice to quit;
 - II. whether the other tenant(s) wish(es) to surrender the tenancy.
- c. The Council will meet with the joint tenant who served the notice to quit to:
 - I. discuss their reasons for serving the notice;
 - II. provide them with advice on alternative options available to them to terminate their interest in the tenancy, for example amending the tenancy.
- d. Where the joint tenant who served the notice to quit, does not wish to withdraw the notice, the Council will:
 - I. inform the remaining tenant that the notice to quit has been received and that their tenancy will terminate on its expiry date;

- II. where there are dependent children present in the home, refer the case to the Council's Children's Services;
 - III. inform the remaining tenant that they can have their housing need assessed.
- e. If a remaining tenant does not wish to surrender the tenancy, the Council will treat them as unauthorised occupiers, on the expiry of the notice to quit.

2.4 Joint tenancies – gender-based violence, domestic abuse or sexual violence

- a. Where a tenant holding the joint tenancy of a property flees their home as a result of gender-based violence, domestic abuse or sexual violence, and has had their application for rehousing accepted and provides the Council with the correct notice to quit, the Council will undertake investigations into the conduct of the tenancy. Where the Council considers that there is evidence to support allegation of violence or abuse the Council will:
- I. inform the remaining tenant that notice to quit has been received and that their tenancy will terminate on its expiry date;
 - II. where there are dependent children present in the home, refer the case to the Council's Children's Services;
 - III. inform the remaining tenant that the Council is unlikely to have any obligation to offer them alternative accommodation.
- b. If, following the expiry of the notice to quit, the former tenant is still in occupation of the accommodation, we will regard them as unauthorised occupiers and seek possession through court action.

2.5 The death of sole tenant and occupier

- a. In the event of the death of a sole tenant, the Council will accept written notice from the late tenant's next of kin, personal representative, or executor of the late tenant's estate of the date that they will handover possession of the property. The Council expects this to be a maximum of four weeks, unless otherwise agreed. The Council will ask for a death certificate, unless the Council is informed through the Council's "*Tell Us Once*" service.
- b. The late tenant's next of kin, personal representative, or executor will be liable for rent payments until possession is handed over.
- c. On recovering possession of the property the Council will inspect it. Any outstanding rent liability and repairs or redecoration for which the late tenant was responsible will be recharged to the late tenant's estate.

2.6 Notice to quit on the Public Trustee following the death of a sole tenant who was intestate and had no living relatives

- a. Where a tenant has died, and following investigations the Council has good grounds for believing that they died intestate and had no living relatives, the Council will serve a notice to quit on the Public Trustee.
- b. On recovering possession of the property the Council will inspect it. Any outstanding rent liability and repairs or redecoration for which the late tenant was responsible will be recharged to the Public Trustee.

2.7 Transfer to another home owned by the Council

The Council will consider the acceptance of an offer of tenancy of another Powys County Council dwelling to be a surrender of tenancy. The Council will not require the transferring tenant to provide a 4 weeks written notice of their intention to end their tenancy. In such instances the Council will negotiate with the tenant to agree a shorter notice period.

2.8 Execution of a Warrant of Evictions

- a. Where the Council has regained possession of a property following the execution of an eviction warrant by a Court Bailiff, the Council will secure the property and inspect it.
- b. Any outstanding rent liability and repairs or redecoration for which the former tenant was responsible will be recharged to them.

2.9 Abandonment

- a. Where it is brought to the Council's attention that a property has been abandoned by the tenant(s), the Council will carry out substantial investigations to satisfy that the tenant(s), by their actions, intended to surrender their tenancy.
- b. Following the report of the suspected abandonment the Council will take action to secure the property.
- c. Where the Council is satisfied that the tenant(s), by their actions, intended to surrender their tenancy, the Council will serve a notice to quit on the property and take possession of the property on the expiry of the notice, normally 28 days after serving the notice and no contact with the (former) tenant.
- d. Where the Council is not satisfied that there is the intention to surrender the tenancy, the Council will serve a notice seeking possession and a notice to quit and then obtain a court order to repossess the property.
- e. Any outstanding rent liability and repairs or redecoration for which the former tenant was responsible will be recharged to them.

3 Assignment of tenancies

3.1 Objective

The Council will ensure that tenancies are assigned correctly.

3.2 Assignment by way of exchange (mutual exchange)

- a. Every secure tenant of the Council has the right to assign their tenancy by means of exchange. The Council will provide information on mutual exchange to all tenants and advise tenants who are considering applying to exchange their home with another tenant that, when they assign their tenancy by means of exchange with another tenant, they are accepting the property in its existing condition.
- b. Where a secure tenant(s) of the Council applies to exchange their tenancy with another secure or assured tenant, the Council will only withhold consent to the proposed exchange on one of the following grounds:
 - I. the tenant or assignee is obliged to give up possession under a court order;
 - II. proceedings for possession have begun against the tenant or assignee. Where the mutual exchange will remove an under-occupancy penalty consent might be given;
 - III. the accommodation is substantially more extensive than is reasonably required by the proposed assignee;
 - IV. the extent of the accommodation is not reasonably suitable to the needs of the assignee and their family;
 - V. the accommodation was let to the tenant in connection with the tenant's employment, relating to non-housing purposes;
 - VI. the accommodation was either purpose built or has substantially different features from ordinary dwelling-houses designed to make it suitable for occupation by a physically disabled person, and if the assignment were made there would no longer be such a person residing in the dwelling;
 - VII. the accommodation is special needs accommodation, let for occupation by persons with special needs, and if the proposed assignment were made, there would no longer be such a person residing in the property;
 - VIII. the accommodation is designated for older people, and the assignee does not meet the age criteria.
- c. Where a tenant or assignee has breached a condition of their tenancy agreement, such as non-payment of rent or any other condition, the Council will make consent to the proposed exchange conditional on the breach being remedied.
- d. All tenants who apply to assign their property by means of exchange will be advised in writing by the Council of their decision within 42 calendar days of receiving the application.

- e. Where consent is withheld, the Council will advise the tenant of the grounds upon which it has been withheld.
- f. Where consent to the exchange is conditional on a breach of tenancy being remedied, the Council will advise the tenant in writing of this and what they have to do to remedy the breach of tenancy.
- g. Where consent is granted to the exchange, the property will be assigned by means of a deed of assignment signed by both parties.
- h. Where the tenant of the Council is exchanging with a tenant of another landlord the Council will liaise with the other landlord to ensure that the deeds of assignment are signed by both parties at the same time.

3.3 Assignment in accordance with court orders

- a. In the event of relationship breakdown between a married couple or civil partners, the Court will assign a tenancy to a named individual.
- b. The Council will advise the tenant who benefitted from the property adjustment order that the tenancy has been assigned to them within 10 working days of receipt of the court order. In doing so the Council will advise them of their rights and responsibilities, the date the tenancy was commenced, the balance of the rent account and whether the tenancy has had any notices served upon it which are yet to expire, for example to undo an alteration.
- c. The tenant who benefitted from the property adjustment order, is not regarded as a successor unless they or the former tenant was a successor.
- d. The Council will write to the former tenant, advising them that their tenancy has ended.

3.4 Assignment to a person qualified to succeed to the tenancy

- a. The Council will allow both introductory and secure tenants to assign their tenancy to another person. The assignment will only be made to a person who would be entitled to succeed to the tenancy should the tenant have died immediately before the assignment.
- b. A person is qualified to succeed to the tenancy if he/she occupies the dwelling house as their only or principal home at the time of the tenant's death and is either:
 - I. the tenants spouse or civil partner; or
 - II. another member of the tenant's family and has resided with the tenant throughout the period of the twelve months ending with the tenants death.

- c. In addition we will extend the entitlement to succeed to the tenancy to a co-habitee who has lived with the tenant for a period of five years or more.
- d. A person is considered to be a family member if their relationship was one of the following:
 - I. a spouse/civil partner of the tenant,
 - II. the tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.
- e. For the purposes of this policy:
 - I. a relationship by marriage is treated as a relationship of blood;
 - II. a relationship of half-blood is treated as a relationship of whole blood;
 - III. the stepchild of a person is treated as his or her child;
 - IV. an illegitimate child is treated as the legitimate child of the mother and reputed father;
 - V. a former foster child aged over 18 will be treated as the legitimate child of the tenant.
- f. Tenants wishing to assign their tenancy must apply to the Council in writing. Where the Council receives an application to assign a tenancy, a decision will be made within 10 working days of receipt of all of the required information.
- g. The Council will only withhold consent on the following grounds:
 - I. the existing tenant succeeded to the tenancy;
 - II. the tenancy was assigned to the existing tenant;
 - III. the Council is in the process of taking legal action to recover possession of the property;
 - IV. the property is substantially larger than required by the assignee;
 - V. the person the tenant wished to assign the tenancy to is not a person who would be entitled to succeed to the tenancy, if the tenant died immediately before the assignment;
 - VI. The property is designated for disabled or older people and the assignee does not meet the criteria.
- h. In instances where the Council withholds consent to the proposed assignment this will be in writing, advising the tenant of the reasons for the decision.
- i. In instances where the Council provides consent to the proposed assignment, this will be in writing. The tenant and the assignee will be invited to sign the deed of assignment. The Council will advise the assignee of their rights and responsibilities as a secure tenant, the date the tenancy was commenced and the balance of the rent account.
- j. The assignee is regarded as a successor.

4 Succession of tenancies

4.1 Objective

The Council will ensure that tenancy succession occurs only where there is an entitlement to succeed to the tenancy

4.2 Entitlement to succeed

- a. On being advised of the death of a tenant who doesn't live alone, the Council will undertake investigations to establish whether the right of succession exists and whether the person(s) who lived with the late tenant are entitled to succeed to the tenancy. Succession will only be granted to someone who is entitled to succeed to the tenancy.
- b. A person is qualified to succeed to the tenancy if they occupy the home as their only or principal home at the time of the tenant's death and is either:
 - I. the tenants spouse or civil partner; or
 - II. another member of the tenant's family and has resided with the tenant throughout the period of the 12 months ending with the tenant's death.
- c. A person is considered to be a family member if their relationship was one of the following:

the tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.
- d. In addition the Council will extend the entitlement to succeed to the tenancy to a co-habitee who has lived with the late tenant for a period of five years or more.
- e. For the purposes of this policy:
 - I. a relationship by marriage is treated as a relationship of blood;
 - II. a relationship of half-blood is treated as a relationship of whole blood;
 - III. the stepchild of a person is treated as his or her child;
 - IV. an illegitimate child is treated as the legitimate child of the mother and reputed father;
 - V. a former foster child aged over 18 will be treated as the legitimate child of the tenant.
- f. The late tenant's spouse/civil partner/co-habitee will be favoured above all others, if there is a competing claim to the succession.
- g. The successor will in all cases be a sole tenant. If the sole tenant is the spouse or civil partner of the late tenant they will only be granted a joint tenancy following remarriage/civil partnership.
- h. A joint tenant that stays behind in the property is a successor.

4.3 Succession and under occupation

In instances where the successor tenant was a family member of the late tenant (excluding their spouse/civil partner/co-habitee) and occupies a large family house which is substantially under-occupied, the Council will seek possession of the home. In this instance the Council will make suitable alternative accommodation available for the tenant. In such cases proceedings for possession must be served more than six months but less than twelve months after the previous tenant's death. Where the Council has not been able to offer suitable alternative accommodation, the Council will offer a non secure tenancy for the period until a suitable alternative accommodation has been offered.

4.4 Succession and accommodation suitable for a person with a disability

In instances where the successor tenant occupies accommodation which is either purpose built or substantially adapted for occupation by a person or persons with a physical disability, and it was let by the Council to someone with a physical disability and there is now no such person in the household, the Council will seek possession from a successor tenant. In this instance the Council will make suitable alternative accommodation available for the tenant.

4.5 Treatment of remaining people where no right of succession exists, after the death of a successor

- a. Where there has previously been a succession to a tenancy, and this successor dies, the tenancy ceases to be secure and the Council will seek possession of the home.
- b. Where the accommodation is appropriate for the needs, the Council will consider whether to allocate the accommodation to the remaining person(s) through the Common Allocation Scheme.
- c. Where the Council decides not to allocate the property, it will offer suitable alternative accommodation.

5 Amending existing tenancies

5.1 Objective

The Council will ensure that tenancies are amended correctly.

5.2 Application to amend

- a. The Council will consider requests to amend existing secure tenancies to remove or add a tenant to the tenancy agreement. Where current legislation does not allow for a transfer, assignment or succession to the tenancy, a new tenancy must be allocated and the existing tenancy terminated.
- b. The Council will meet with all current and proposed tenants to complete an application to amend, which is signed by all current and proposed tenants at the meeting.

5.3 Adding someone to a sole tenancy

- a. Adding someone will only be agreed where the person is some-one who occupies the accommodation as their only or principal home and is:
 - I. the tenant's spouse or civil partner or member of the tenant's family;
and
 - II. has resided with the tenant throughout the period of the previous twelve months.
- b. In addition the Council will consider adding a co-habitee who has lived with the tenant for a period of five years or more.
- c. A person is considered to be a family member if their relationship is one of the following:
the tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.
- d. For the purposes of this policy:
 - I. a relationship by marriage is treated as a relationship of blood;
 - II. a relationship of half-blood is treated as a relationship of whole blood;
 - III. the stepchild of a person is treated as his or her child;
 - IV. an illegitimate child is treated as the legitimate child of the mother and reputed father;
 - V. a former foster child aged over 18 will be treated as the legitimate child of the tenant.
- e. The Council may withhold consent on the following grounds:
 - I. the existing tenant succeeded to the tenancy;
 - II. the tenancy was assigned to the existing tenant;
 - III. there is an ongoing breach of the tenancy agreement;

- IV. the Council is in the process of taking legal action to recover possession of the property;
- V. the property is substantially larger than required;
- VI. the person the tenant wishes to add to the tenancy to is not a person who would be entitled to succeed to the tenancy, if the tenant died immediately before the assignment;
- VII. the property is designated for disabled or older people and the person the tenant wishes to add does not meet the criteria;
- VIII. the person the tenant wished to add was previously a tenant from the Council, any other local authority or housing association and
 - was evicted;
 - left whilst there was a possession order outstanding;
 - has significant unpaid debts as a result of the tenancy;
- IX. any other relevant information like a documented history of anti-social behaviour, domestic abuse or abusing staff.

5.4 Removing someone from a joint tenancy

- a. The Council may withhold consent on the following grounds:
 - I. the existing tenant succeeded to the tenancy;
 - II. the tenancy was assigned to the existing tenant;
 - III. there is an ongoing breach of the tenancy agreement;
 - IV. the Council is in the process of taking legal action to recover possession of the property;
 - V. the property is substantially larger than required for the remaining occupiers;
 - VI. the property is designated for disabled or older people and the remaining tenant does not meet the criteria.
- b. Where the property is larger than required or the remaining tenant does not meet the disability or age criteria, the Council may decide that the amendment of the tenancy is dependent upon the remaining tenant being offered more suitable alternative accommodation. If no suitable alternative can be found within six months then the request to amend the tenancy of the current address will be re-considered.

5.5 Decision

- a. Where the Council receives an application to amend a tenancy it will reach a decision within 10 working days of signing the application at the meeting and receipt of all of the required information.
- b. Where the request to amend a tenancy is successful, the Council will write to the current and proposed tenants and arrangements will be made to sign a new tenancy agreement and termination of the existing tenancy. The Council will advise the current and new tenants of their rights and responsibilities as a secure tenant, the date the tenancy was commenced and the balance of the rent account.

- c. In instances where consent is withheld to the proposed amendment, the Council will write to the tenant advising them of the decision and the reasons for the decision.

6 Right to buy

6.1 Objective

Unless the Welsh Government gives the Council permission to suspend the Right to Buy, the Council will ensure that secure tenants are able to exercise their right.

6.2 Suspension of the Right to buy

- a. The Council has applied to the Welsh Government to suspend the Right to Buy for Council tenants for a period of five years.
- b. If the Welsh Government gives the Council permission to suspend the Right to buy, tenants are no longer entitled to the right.

6.3 Entitlement to the Right to Buy

- a. When the Council receives a copy of the Right to Buy application form (RTB1) from a secure tenant, the Council will undertake investigations to establish whether they are entitled to exercise their right to buy. The Council will refuse consent to:
 - I. tenants whose tenancy is not of sufficient length to entitle them to purchase their home;
 - II. tenants whose home is exempt from the Right to Buy;
 - III. tenants who have a possession order granted against their tenancy;
 - IV. tenants who are undischarged bankrupts;
 - V. tenants who are the subject of a bankruptcy petition.
- b. All tenants who apply to exercise their Right to Buy will be advised whether they have the right. The Council will do this by sending the tenant a copy of the Notice in Reply (RTB2) within 20 working days of receipt of the RTB1 form.

6.4 Processing of applications

- a. Where the tenant has the Right to Buy, the Council will send them a copy of the offer notice (Section 125 notice) within 8 weeks of the date of the RTB2 form for a freehold property, or within 12 weeks for a leasehold property.
- b. Where the tenant has failed to advise of their intentions in relation to the purchase of their home within 12 weeks of the Section 125 notice being sent to them, the Council will send a further letter asking about their intentions.
- c. Should the tenant not reply to the above mentioned letter within 56 days the Council will consider that the tenant does not wish to proceed with the application.

7 Right to take in lodgers

7.1 Objective

The Council will act in such a way as to ensure that secure tenants are able to exercise their right to take in lodgers.

7.2 Consent to Take in Lodgers

- a. Tenants can take in lodgers without the consent of the Council provided this does not overcrowd the premises.
- b. On request the Council will inform the tenant in writing if taking in a lodger leads to overcrowding.
- c. On request, where the tenant is in receipt of Housing Benefit the Council will provide advice about how the presence of a lodger in their home will affect their claim for benefit.

7.3 Notice to quit

When the tenant ends the tenancy by giving a notice to quit, lodging arrangements granted by the tenant end at the same time as the tenancy.

8 Right to sublet

8.1 Objective

The Council will act in such a way to ensure that secure tenants are able to exercise their right to sublet part of their homes.

8.2 Consent to sublet

- a. Tenants wishing to sublet part of their homes must seek our consent prior to entering into any arrangement.
- b. On receipt of a written request from a tenant to sublet part of their home, the Council will contact the tenant within 10 working days to arrange to visit them in their home.
- c. When the Council visits, it will seek information about the level of occupation in the property, the name of the intended sub-tenant and the reason why the sub-tenant wishes to live with the tenant. Where the tenant is in receipt of Housing Benefit the Council will provide advice about how the presence of a sub tenant in their home will affect their claim for benefit.
- d. The Council will only withhold consent from a tenant wishing to sublet part of their home, where it is considered that either the arrangement will lead to overcrowding or where it is believed the tenant intends to sublet the whole of their home.
- e. The Council will write to the tenant within 10 days of the visit to their home, advising them whether consent has been given. Where the Council has refused permission to sublet, the reasons for refusing consent will be stated in the letter to the tenant.

8.3 Notice to quit

When the tenant ends the tenancy by giving a notice to quit, sub-tenancies granted by the tenant end at the same time as the tenancy.

9 Equalities

9.1 Objective

The Council is committed to giving an equal service to all.

9.2 Procedures and Practices

- a. The Council's staff and contractors will operate in such a way to ensure that their procedures and practices are sensitive to the needs of individual residents and to ensure that they do not discriminate.
- b. Enforcement of the Tenancy Management policy will from time to time need to be tailored to meet the needs of individuals, for example the approach to addressing the receipt of a notice to quit from one joint tenant may vary from case to case because of the vulnerability of the tenant who has served the notice or the vulnerability of the remaining tenant. All cases will be considered on an individual basis.

9.3 Information

- a. The Council will in all reasonable circumstances make information available in a variety of information formats, including for example:
 - I. Braille;
 - II. large print;
 - III. audio tape.
- b. Where specialist services are required to ensure that information is accessible to the tenant or member of their family, we will ensure that these specialist services are made available.

10 Reviewing decisions, complaints and compliments

10.1 Objective

The Council is committed to improve service delivery and put right any mistakes.

10.2 Review

- a. Tenants that do not agree with a decision taken by the Council, are entitled to ask a review from the Housing Service Manager.
- b. Where the Service Manager was involved in making the decision that is under review, the Head of Service will carry out an independent review.

10.3 Complaints and compliments

- a. The Council welcomes all feedback from customers because it helps to improve the way the Council does things and to learn from things that have gone wrong.
- b. When the Council receives a complaint, the Corporate Complaints Procedure is followed.
- c. The Council aims to clarify any issues about which the tenant is not sure.
- d. If possible, the Council will put right any mistakes they may have made.
- e. The Council will provide any service people are entitled to which it has failed to deliver.
- f. If the Council gets something wrong, it will apologise and where appropriate try to put things right.
- g. The Council aims to learn from mistakes and use the information gained to improve services.

11 Review of the tenancy management policy

- a. This policy will be reviewed by the Council every three years unless there is a change in legislation or regulation.
- b. Where there has been a change in legislation which has an impact on the policy, the policy will be reviewed within 3 months of the legislation or regulation coming into effect.

Appendix 1 Offers of suitable alternative accommodation

- a. When making an offer of suitable alternative accommodation the Council will have regard to the following factors:
 - I. the size of the household which is being rehoused;
 - II. the need of the household to live in a particular area for employment, caring or educational reasons;
 - III. the supply of lettings of suitable property types in areas where it is considered reasonable that the household are rehoused in.

- b. Accommodation will usually be offered in accordance with the criteria used in the Common Allocations Scheme.