

Key Worker (AST) policy



Reference:	Version 2	Author:	Sue Needham
Scope:	Loddon Homes Berry Brook Homes	Approved by:	Holly Messenger
Legislation:	Landlord & Tenant Act 1985 The Tenant Fees Act 2019	Date of approval:	November 2019
Regulatory/ Governance:	The Regulator of Social Housing Tenancy standard Government backed tenancy deposit scheme	Date of next review:	November 2022
Related Policies:	Rent setting policy Current arrears recovery policy Anti-social behaviour hate crime and harassment policy Allocations policy Pet policy Starter tenancy policy		

1. Policy Statement

- 1.1 This policy applies to Loddon Homes and Berry Brook Homes which collectively will be referred to as the Local Housing Companies (the LHC).
- 1.2 The LHC has delegated responsibility to Wokingham Borough Council (WBC) Tenancy Services for ensuring that this policy is implemented and delivered.
- 1.3 The LHC's portfolio of stock includes key worker accommodation as part of their affordable housing offer.

2. Scope

- 2.1 This policy applies to all the LHC properties that are let to eligible key workers under the relevant nominations agreement with WBC.
- 2.2 This policy does not include applicants in housing need that are offered starter, fixed term and assured tenancies of the social rented portfolio of stock.

3. Roles and Responsibilities

- 3.1 WBC's Housing Needs team will assess all applicants for key worker accommodation using the criteria set out below and make nominations in accordance with the relevant agreement.
- 3.2 Tenancy Services will be responsible for pre-tenancy work that will include viewings and will deliver the housing management function for these tenancies.
- 3.3 The Senior Specialist Housing Manager will have overall responsibility for the delivery of this policy.

4. Definitions

- 4.1 Key worker housing is accommodation that attracts an affordable rent.
- 4.2 A key worker is defined as not being in housing need and so does not qualify for social housing, but is not in a position to secure private rental accommodation or purchase a property.
For the purposes of this policy a key worker is defined as:
 - i) a public sector employee who is considered to provide an essential service and includes, but is not limited to, NHS staff (not doctors and dentists), teachers, nursery nurses, police officers, civilian police staff, social workers, firefighters (all included as priority one). In addition, it includes those support staff without whom these roles may struggle to function, (included as priority 2), and
 - ii) lives or works within the Wokingham Borough area, and
 - iii) earns a maximum of £30,000 if a priority 2. There is no income threshold for property one applicants. This threshold relates per person rather than per household.
- 4.3 Joint key worker tenancies: one named tenant has to be a key worker and the other joint tenant should earn below the income threshold of £30,000.
- 4.3 Affordable rent is typically at 80% or lower than local market rental rates.

5. Legislation

- 5.1 The LHC must have due regard to the Landlord and Tenant Act 1985 and the Tenant Fees Act 2019 in applying this policy.

6. Procedure

6.1 Affordability check

6.1.1 Once an applicant has been identified as being eligible for LHC's key worker scheme, which will include a right to rent immigration check, an affordability check will be undertaken. This will involve an income and expenditure assessment with the applicant to ensure that the rent is affordable which will be undertaken by WBC's Rental Income team.

6.2 Additional charges

6.2.1 The key worker will be responsible for the payment of utility charges, Council Tax and contents' insurance.

6.2.2 Any service charge that is applicable to the property will be included in the rent charge to pay for the maintenance and services for the communal parts of the block and building insurance.

6.3 The Properties

6.3.1 All properties will be let unfinished and will have the following white goods, fixtures and fittings:

- Fitted kitchen
- White goods: electric cooker, gas hob, fridge freezer, dishwasher
- Fixtures and fittings: fitted carpets or vinyl flooring, phone point, TV aerial point, smoke detector(s).

6.3.2 The maintenance of the white goods will be the responsibility of the tenant for the duration of the tenancy as detailed in the conditions of tenancy.

6.3.3 Any washing machine is to be plumbed in by arrangement with WBC and is a condition of tenancy.

6.3.4 The LHC will undertake a full inspection of the condition of the property at the beginning and end of each tenancy.

6.4 References and holding fees

6.4.1 The LHC will use an independent company to obtain landlord references and undertake credit checks. The costs of this will be paid for by the LHC.

6.4.2 Successful applicants will be required to pay a deposit equivalent to five weeks' rent, which will be processed in accordance with the requirements of the statutory tenant deposit protection scheme. At the end of the tenancy, the deposit will be processed as stated in the tenancy agreement. Any arrears, damages or repairs for which the tenant is liable will be deducted from the deposit.

6.5 Tenancies

6.5.1 Key workers will be issued with monthly assured shorthold tenancies for a period of 12 months and the rent will be paid weekly or monthly in advance.

6.5.2 There will be a 6 months' break clause that the LHC as landlord or the tenant can use to end the tenancy giving one month's notice.

6.5.3 After the 6 months' break clause, one month's notice to quit will be required to be served by the tenant.

6.5.4 During month 10 of the tenancy, the LHC will contact the tenant regarding the potential renewal of the tenancy.

6.5.5 The LHC will usually offer the key worker a further monthly assured shorthold

tenancy for 12 months when the current tenancy agreement is due to expire and the rent will increase using the formula for social rent annual increases. See Rent Setting policy.

6.5.5.1 No new tenancy will be offered if the tenant's circumstances have changed and they no longer meet the required criteria for key worker accommodation.

6.6 Check in (sign up)

6.6.1 At check in the LHC will provide the incoming tenant with the following:

- Signed copy for the tenancy agreement
- Energy performance certificate for the property
- Gas safety certificate
- The Government guide: How to rent.
- A direct debit mandate (this is the LHC's preferred method of paying the rent).
- Signed copy of the inventory that details the condition of the property at check in (usually undertaken with the tenant present).

6.7 Check out

6.7.1 At check out, the tenant will be expected to have removed all furnishings, household items and personal possessions, leaving the property in a state of cleanliness and in good repair (fair wear and tear accepted) which includes the white goods and any carpets and flooring. Making good by the tenant where wall fittings such as pictures and shelves have been removed will be required. No fittings to the walls will be permissible during the first 12 months after handover of the properties due to defects liability.

6.7.2 An inventory will be taken of the condition of the property with photographs as necessary.

6.7.3 The LHC will request a retention of part of the whole of the deposit paid to cover:

- any arrears of rent at the termination of the tenancy
- the cost of undertaking any cleaning and repairs caused by the tenant's neglect or wilful damage.
- the removal of items left behind.

6.8 Breach of tenancy

6.8.1 The tenant is required to comply with the conditions of the tenancy at all times. In case of serious breach, in particular relating to non-payment for rent or causing anti-social behaviour, the LHC will comply with its current arrears recovery and anti-social behaviour, hate crime and harassment policies.

6.8.2 If interventions do not result in the tenant paying the arrears or regularising their behaviour, then the LHC will serve a S21 Notice Requiring Possession (after 4 months

from the start of the tenancy and no later than 2 months before it is due to end). Refer to Section 5.1.7, 5.8.1 and 5.8.2 of the Starter tenancy procedure.

6.8.3 The tenant can appeal against the decision to serve this notice but if not upheld then a possession order will be obtained in the county court. A bailiff's warrant can then be applied for in order to evict the tenant. Refer to 5.9 of the Starter tenancy procedure.

6.8.4 Vacant possession can be given by the tenant at any time during the possession proceedings after the S21 notice has been served but the tenancy will not be terminated until the keys have been handed into the LHC, which is the tenant's responsibility. No notice period will be required in these circumstances.

6.9 The keeping of pets

6.9 Permission will not be granted for tenants to keep a pet (this includes but is not limited to dogs, cats, rodents, reptiles, birds) with the possible exception of service animals.

7. Equality & Diversity

7.1 The LHC recognises the needs of a diverse population and always acts within the scope of its own Equality and Diversity Policy, the Human Rights Act 1998, and Equalities Act 2010. The LHC works closely with its partners to ensure it has a clear understanding of its resident community with clear regularly updated service user profiles. The LHC will record, analyse and monitor information on ethnicity, vulnerability and disability.

8. Confidentiality

8.1 Under the Data Protection Act 2018, and the Human Rights Act 1998, all personal and sensitive organisational information, however received, is treated as confidential. This includes:

- anything of a personal nature that is not a matter of public record about a resident, client, applicant, staff or board member
- sensitive organisational information.

8.2 The LHC employees will ensure that they only involve other agencies and share information where there is a legal basis for processing the information.

9. Review

9.1 This policy will be reviewed on a three yearly basis or more frequently in response to changes in legislation, regulatory guidance, good practice or changes in other relevant LHC policies.

10. Performance

10.1 Performance in relation to the delivery of the services and activities set out in this

policy will be monitored on an ongoing basis through our established reporting mechanisms to our associated boards.

11. Appendices

None

APPROVED