



Brighton and Hove Community Housing CIC

Co. 9630201

<https://bhchousing.org.uk>

Regulations & Policy:

PROPERTY

PROPERTY PURCHASES

Dwellings

1. The Company will only purchase properties that meet the following criteria:
 - Freehold or share of freehold
 - Within 300 metres' radius from public transport
 - No higher than the latest quarter's report covering average prices, respectively, for studio flats and dwellings of 1, 2, 3, 4, and 5 bedrooms.
2. Other types of dwellings are subject to Members' Approval.

Premises

The Directors will need the approval of Members for a purchase of non-residential property.

RESIDENTIAL TENANCIES

Assured Tenancy

1. After a successful 12 month probationary Assured Shorthold Tenancy, the Tenants will be offered an Assured Periodic Tenancy. If there are breaches during probation, then the Directors may extend the probationary period or end the tenancy.
2. Once Tenants have an Assured Tenancy, they will have the freedom to live in the dwelling for the rest of their lives if they so choose, subject to the terms of the tenancy agreement, or an approved or extraordinary reason to seek possession.
3. If the Directors seek possession, they must provide a justifiable reason to the Tenants based on the Articles of Association or Company Regulations and Policy. If there's a reason which is not covered by the Articles of Association or Company Regulations and Policy, extraordinary circumstances are required for the seeking of possession.
4. Where Tenants are not sought to be removed for their failings, the Directors will seek to provide a suitable and agreeable dwelling, possibly on a temporary basis with a view to coming back to the property.

Notice Period for Repossession

1. 12 months:
 - Redevelopment/major refurbishment
2. 2 months:
 - Breach of tenancy

Surrender

1. Tenants may surrender their tenancy without notice and no rent or penalty will be due for any time beyond the date of leaving.
2. Implied notice to surrender due to lawful imprisonment:
 - a. Multi-tenant tenancies

If all the tenants are imprisoned for an overlapping period of more than 8 weeks, on the 1st day of over-lapping imprisonment a notice to surrender will be implied.
 - b. Single-tenant tenancy

If the Tenant is imprisoned for a period of more than 12 weeks, on the 1st day of imprisonment a notice to surrender will be implied.

3. If all the Tenants are absent from the dwelling for an overlapping period of at least 8 weeks without notifying BHCH, this will be an implied notice of surrender, and will apply from the first overlapping day.
4. If all the Tenants abandon a property, this will be an implied notice to surrender.
5. If the information provided by Tenants to BHCH on application and assessment for a dwelling is false, this will invalidate a tenancy.

Criteria for Applying

1. Only Members may apply to be Tenants.
2. Applicants will be an age of at least 18 years.
3. Minimum occupation will be at least 1 resident per bedroom, at the time of allocation. 1 bedroom may be for a night-carer.
4. Maximum Hourly Wages

The maximum Labour Exchange Hour (LEH) of Members, and their proposed Tenants and Residents, when applying for a dwelling is as below.

Single Tenants and no Residents: Main hourly minimum wage + 60%

Multiple Tenants and Residents: Mean average of main minimum wage + 50%

Children of the applying Members, under the age of 23 years, are excluded from the calculation of the mean average LEH.

Selection for Tenancy

1. For each dwelling that becomes available a fresh application process commences. Applications for other dwellings may not be transferred.
2. From the applying Members that meet the criteria, the longest subscribed Member will be offered the tenancy first. The exception to this is that addressing the over-crowding or under-occupancy of BHCH's dwelling takes priority, in order of highest need.
3. If none of the Members applying meet the criteria regarding LEH, or no Members apply, the Directors will open the selection process to all levels of LEH. If any newly applying Members meet the criteria in full, the process will continue as detailed above. If not, the lowest mean average LEH will be selected, subject to the other criteria being met.

Conditions and Benefits of Tenancy

New Tenants/Residents/Tenancy

1. At all times, a dwelling must be the only and main home of its Tenants.
2. New tenancies may be issued in order to add as new Tenants to existing households. Request for new Tenants may be requested once the respective Resident has resided at the property for at least 1 year. New Tenants must all be Members.
3. BHCH may agree to end a tenancy and replace it with a new one, in order remove a Tenant from the tenancy, subject to all Tenants that are still resident at the property being in agreement.
4. All Residents must be declared to BHCH.
5. A new tenancy may be issued if 1 Tenant of 2 or more wants to leave the tenancy, and sufficient residents will live at the property to meet the minimum allocation criteria for new tenancies.

End of Tenancy

6. The tenancy expires when the last Tenant has died.
7. Residents, registered with the Company, still residing at a property when the last Tenant has died, BHCH may, if appropriate, be offered an extended residency of 1 year.
8. When given 12 months' notice to seek repossession due to demolition or redevelopment, BHCH will seek to offer an alternative appropriate dwelling, owned by BHCH, within a radius of 200 metres of the existing dwelling. If it is not possible within 200 metres, BHCH will offer the nearest or most appropriate available property. If no appropriate dwelling is provided and the Tenants decide to move to a non-Company dwelling, BHCH will provide a grant equivalent to 100 main minimum wage hours. The grant is subject to no breaches of tenancy after notice to seek repossession is provided.
9. If a Tenants' Membership terminates their tenancy remains intact.

Lodgers

9. Lodgers must be declared to BHCH and may not be charged more rent by the Tenants, than the lodger's component of calculated rent.

Moving Costs

10. BHCH will pay the Tenants' appropriate and reasonable costs of moving in to, and out of, BHCH's dwellings.

Animals

11. Existing animals kept by the Tenants or Residents may, subject to the law and permission from BHCH, be transferred into a dwelling or on land owned by BHCH. No new animals may be kept on the land or in dwellings owned by BHCH without permission. Permission may only be granted for new animals to be kept which will serve ecological sustainability, or is required to provide critical support for a disabled Tenant or Resident.

Breaches and Abuses

12. Breaches or abuse of the environment, people, or animals, by Tenants or Residents, should be reported to the appropriate authorities or BHCH. For all serious breaches and abuses, the offender must not be addressed.

Safety

13. Apart from the use of equipment provided and authorised works, no flames may be caused or allowed to burn on land or in dwellings owned by BHCH. The exception to this is the very short and correct use of a lighter. The prohibition includes candles, bonfires, barbecues, flame-based lamps or heaters.
14. Mobile electrical heaters are prohibited unless provided by BHCH in an emergency.

Temporary Move

15. All Tenants and Residents must move their home, subject to 4 months' notice, to an appropriate dwelling provided by the Company, within a radius of 300 metres of the current residence, if the Company has approved non-urgent maintenance, refurbishment, or nearby harmful redevelopment.
16. In the event of an emergency or urgent repairs requiring vacation of the dwelling, the Company will provide temporary accommodation. Tenants and Residents must move when required, possibly with no notice.

Behaviour

17. No persistent anti-social or abusive behaviour by all residents or visitors, or unnecessary damage to the dwelling.
18. Residents must engage and co-operate with BHCH to ensure orderly management of the dwelling and tenancy.

Social security

19. Instances of failure by public bodies to administer financial support which Tenants are entitled, is not an allowable reason for BHCH to seek possession.
20. When claiming social security BHCH will not collect rent or costs that are expected to be covered by social security, whilst a claim for social security is being processed or appealed.
21. If the Tenants suffer a trauma in their life, appropriate understanding and support will be given in regards to the administration of their tenancy.

Rules and policy

22. All Tenants, whether still a Member or not, must adhere to the tenancy, which may be impacted by, and changes to, the Articles of Association, Company Regulations and Policy, and as amended. BHCH will advise Tenants, in the event of resignation from Membership, they're best able to be involved in changes and decisions if remaining a Member.
23. Any changes to the Articles of Association, or Company Regulations and Policy, that impact Tenants or Residents, there will be 12 months prior to coming into effect for existing tenancies.

Charges

1. No deposits on a dwelling will be requested.
2. No administrative charges will be made in regards to pre-occupation, occupation and post-occupation.
3. Unnecessary and excessive damage may involve Tenants or former Tenants being charged the costs of remedial works.
4. Disbursements will be charged to a tenancy's disbursement's account. Instalments will be charged in addition to the rent to settle the following costs:
 - Landline and internet.
 - Energy consumption.
 - Water consumption and waste water management.
 - Other costs as agreed.

Rent

1. The rent calculation is as follows:

Dwelling (1)	Tenants & Residents (2)	<u>LEH Per Tenant or Resident (3) (4)</u>	
		Flats	Houses
Room	1	5	
	2	3	
En-suite room	1	6	
	2	4	
Studio	1	8	
	2	5	
1 bedroom	1	9	
	2	6	
2 bedrooms	1	10	12
	2	6	7
	3	6	7
	4	6	7
3 bedrooms	1	12	14
	2	8	9
	3	6	7
	4	6	7
4 bedrooms	1	14	16
	2	9	10
	3	7	8
	4	6	7
	5	6	7
	6	6	7
5 bedrooms	1	16	18
	2	10	11
	3	8	9
	4	7	8
	5	6	7
	6	6	7
	7	6	7

- (1) Number of possible bedrooms does not include a lounge.
- (2) A child Resident may also have a second home with another guardian. A minimum average (over 1 year) of 8 nights of residency per month per child is required for 1 room each. If the average is less than 8 nights per month, but at least 4, the rent is calculated on the basis of 2 children per room. If the minimum average is at least 2 nights, only 1 room is allowed. Less than 2 nights will have no allowance. For new applicants, the rent calculations may be based on expectation but may result in the loss of a tenancy if the expectation is not realised.
- (3) It is 0 (zero) LEH for each of the Tenants' child Residents under the age of 23 years.
- (4) See LEH section in 'Financial' policy for more information.