



Brighton and Hove Community Housing CIC

REGULATIONS & POLICY

FOR

PROPERTY

&

TENANCIES

<https://www.bhchousing.org.uk>

Community Interest Company Registration Number 09630201

PROPERTY PURCHASES

1. Dwellings

1.1 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 mean average property prices, respectively, for flats and houses of 1, 2, 3, 4, and 5 bedrooms, plus estimated inflation since the latest report

1.2 Other types of dwellings, or higher prices, are subject to Members' Approval.

2. Premises

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

RESIDENTIAL TENANCIES

3. Assured Tenancy

3.1 After a successful 12 month probationary Assured Shorthold Tenancy, the Tenants will be offered an Assured Periodic Tenancy. The Directors may extend the probationary period in the event of a breach.

3.2 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.

3.3 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 same property or a new property on the redeveloped site.

4. Notice Period for Repossession

4.1 12 months:

- Redevelopment/major refurbishment

4.2 2 months:

- Breach of tenancy

5. Surrender

5.1 Tenants may surrender their tenancy without notice and no rent will be due for any time beyond the date of leaving.

5.2 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 overlapping imprisonment a notice to surrender will be implied.

b. Single-tenant tenancies:

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.

5.3 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.

5.4 If all the Tenants abandon the property, this will be an implied notice to surrender.

5.5 If the information provided by Tenants to BHCH on application and assessment for a dwelling is false, this will invalidate a tenancy.

6. Criteria for Applying

6.1 Only Members and existing Tenants may apply for available dwellings.

6.2 Applicants must be an age of at least 18 years.

6.3 Minimum occupation will be at least 1 resident per bedroom, at the time of allocation. 1 bedroom may be for a night-carer.

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

Single resident: Main hourly minimum wage + 60%

Multiple residents: Main hourly minimum wage + 50%

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

- 6.5 Tenants of BHCH are not eligible to apply if:
- a. They have a live probationary tenancy.
 - b. They have begun a new tenancy within the last 3 years, unless over or under occupancy.

7. Selection for Tenancy

7.1 For each dwelling that becomes available a fresh application process commences. Applications for other dwellings may not be transferred.

7.2 The order of offering a Tenancy will be:

- a. The most over occupied BHCH dwelling.
- b. The most under occupied BHCH dwelling.
- c. The longest length of Membership.

7.3 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 longest subscribed Member will be offered the dwelling.

8. Occupancy

8.1 At all times, a dwelling must be the only and main home of its Tenants.

8.2 The exception to 8.2 is when a child Resident (under the age of 18) years 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, 1 room is sufficient for up to 2 children. Less than 4 nights will have no rooms reserved. For new applicants, the tenancy may be based on expectation but which may result in the loss of a tenancy if the expectation is not realised.

8.3 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.

8.4 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.

8.5 All Residents must be declared to BHCH.

8.6 A new tenancy may be issued if 1 Tenant of 2 or more wants to leave the tenancy, and a sufficient number of residents will live at the property to meet the minimum allocation criteria for new tenancies.

9. Repossession

9.1 The tenancy expires when the last Tenant has died.

9.2 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 up to 1 year.

9.3 When given 12 months' notice to seek repossession due to demolition or redevelopment, BHCH will seek to offer an alternative appropriate dwelling within a radius of 400 metres of the current dwelling. If it is not possible within 400 metres, BHCH will offer the nearest and most appropriate available dwelling.

10. Moving Costs

10.1 BHCH will pay the Tenants' appropriate and reasonable costs of moving in to, and out of, BHCH's dwellings, subject to no live breach of tenancy.

11. Pets

11.1 Existing pets 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.

12. Complaints and Conduct

12.1 Breaches of tenancy should be reported to BHCH.

12.2 Residents and visitors must not harm any person, living creature, the environment, or unjustifiably damage any of BHCH's property.

12.2 Members and residents should be report any complaints to the appropriate authorities or to BHCH.

- 12.3 Offenders must not be contacted in regards to complaints.
- 12.4 Residents must engage and co-operate with BHCH to ensure orderly management of the dwelling and tenancy.

13. Fire and Pollution

- 13.1 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.
- 13.2. Mobile electrical heaters are prohibited unless needed in the emergency of the failure of heating systems in cold weather. Mobile heaters should never be left unattended when in use, and must remain unconnected to a power supply when not an emergency, and stored in dry enclosed space.

14. Temporary Relocation

- 14.1 All Tenants and Residents must move from their home, subject to 4 months' notice, if the Company has approved non-urgent maintenance, refurbishment, or nearby redevelopment.
- 14.2 In the event of an emergency or urgent repairs requiring quick or immediate vacation of the dwelling, Tenants and Residents must move when required, possibly with no notice.
- 14.3 BHCH will offer to provide and fund appropriate temporary accommodation as close to the dwelling as is practically possible.

15. Social Security

- 15.1 Instances of failure by public bodies to administer financial support which Tenants are entitled, is not an allowable reason for BHCH to seek possession.
- 15.2 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.
- 15.3 If the Tenants suffer a trauma in their life, appropriate understanding and support will be given in regards to the administration of their tenancy.

16. Adherence and Amendments

- 16.1 All Tenants, whether still a Member or not, must adhere to the tenancy.

16.2 Changes to BHCH's constitution or Regulations and Policy that impact current Tenants will be delayed for 1 year, for those current Tenants.

17. Charges

17.1 No deposits on a dwelling will be requested.

17.2 No administrative processing charges will be made in regards to pre-occupation, occupation and post-occupation.

17.3 Current or former Tenants may be charged the costs of remedying unjustifiable or excessive damage.

17.4 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 supply.
- Water supply and waste water processing
- Other costs as agreed.

18. Rent

18.1 The rent calculation is as follows:

Dwelling (1)	Tennants & 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

18.2 It is 0 (zero) LEH for each of the Tenants' child Residents under the age of 23 years.