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Lettings and Voids Procedure

|  |  |
| --- | --- |
| **Policy/Procedure control** |  |
| **Owner, author and contact for further information:** | Area Manager, London & Midlands |
| **Lead Director:** | Director of Operations |
| **Applicable to:** | Care Staff only  Supported Housing Staff  Clients |
| **Original Policy/Procedure date:** | February 2021 |
| **Version number:** | V8 |
| **Consultation process** | Clients (NCG) |
| **Approval Process** | **ET & NCG Only** |
| **Review Frequency** | 3 years |
| **Equality Impacted Statement completion date** | 2nd August 2023 |
| **Communication Checklist completion date** |  |
| **Date of Approval** | November 2023 |
| **Review Date** | August 2026 |

|  |  |  |
| --- | --- | --- |
| Version Number | Amendment date | Updates Made |
| V8 | August 2023 | * Minor rewording for ease of read. * 7.4 – addition of process to be followed around payment meters in 1 bed flats. * Equality, Diversity and Inclusion statement updated. * MoJ Exit questionnaire added to the Pre-termination Inspection form as a requirement and reminder for staff to complete. |

1. Purpose
   1. The Trust is committed to complying with relevant legislation, regulation and good practice with regards to it lettings and voids process. The primary regulation in relation to letting allocations is the [Regulator for Social Housing (RSH) Regulatory Framework](https://www.gov.uk/government/publications/regulatory-standards), [Tenancy Standard](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/419209/Tenancy_Standard_2015.pdf) and the general equality duty as set out in the Equality Act 2010 with regards to access to services.
   2. The Trust accepts the importance of managing its housing stock in a professional manner in line with the requirements of housing legislation as defined by the Housing Act and the Regulator for Social Housing (RSH). The Trust expects its contractors to ensure compliance with all legal requirements and statutory obligations during the voids period under:
      1. The Landlord and Tenant Act 1985
      2. Housing Act 1985, 1988 & 1996
      3. Human Rights Act 1998
      4. General Data Protection Regulations 2018
2. Principles and Aims
   1. The Trust aims to set out clear procedures for staff in the letting and voiding of its property to residents;
   2. To ensure properties that are let meet a defined minimum letting standard;
   3. To ensure that vacant properties are empty for the minimum amount of time;
   4. To ensure that residents receive a good, consistent standard of property when they sign up to live at the Trust;
   5. To ensure that regulatory and internal documentation/returns are completed in a timely manner;
   6. To ensure that outgoing residents are aware of their responsibilities prior to termination date in order to keep voids repair costs to a minimum;
   7. To ensure that the Trust does not incur any unnecessary loss of rental income and meets the aims of the Trust Supported Housing Strategy;
   8. To outline the responsibilities of local service managers in order to ensure that lettings, pre-termination and post voids inspection checks are being undertaken.
3. Scope
   1. This procedure is to be read in conjunction with:
      1. QLx Creating Rent Accounts Tenancies and Ending Tenancies Guide
      2. Repairs Procedure
      3. Asbestos Management Procedure
      4. Gas Installation Procedure
      5. Environmental Policy
4. Lettings
   1. The **Minimum Letting Standard** is the standard to which all properties should be brought up to before being re-let. It is the standard that makes a property safe and secure for occupation.
   2. Before a property is re-let, all essential repairs to make the property habitable for health, safety and security must be completed.
   3. All items of furnishings that do not belong to the Trust should be cleared from the property; this includes cellars and roof spaces where they exist.
   4. Windows and doors must be operational by opening and closing sufficiently. Defective locks or opening mechanisms must be repaired prior to letting.
   5. All services (water, electricity and gas) must be fully functioning. The services must check to ensure compliance is met in these areas.
   6. All sanitary ware must be clean, functional and free from blockages and leaks.
   7. Any offensive smells should be completely eradicated from the property.
   8. The property must consist of:  
      1. a bed,
      2. a wardrobe,
      3. a chest of drawers,
      4. a bed side cabinet,
      5. curtains or blinds,
      6. bedding,
      7. carpets,
      8. a bedroom door that locks,
      9. light shade, metal waste-paper bin and bed side lamp (where electrical points allow).
   9. Once the minimum standard has been achieved and the service manager is assured that the property is ready-to-let; the QLx ‘Ready to Let’ status must be recorded against the property on the QLx system in order for the property to be let.
   10. It is advisable that photographs are taken of the room and saved with the occupancy agreement as a visual inventory
   11. **Lettings Process day one**
   12. The induction checklist can be found within the client File – Client Copy on the Global drive, however the main housing management processes are listed below:  
       1. Read and explain the terms of occupancy agreement, house rules and client’s handbook with the client before they sign the occupancy agreement.
       2. Complete the occupancy agreement (Licence Agreement or Assured Shorthold Tenancy). Ensure the Licence Agreement (**LA**) or Assured Shorthold Tenancy (**AST**) are completed with the full client’s name (not initials), room number & address, the relevant rent & service charges; ***signed and dated by both staff and client***.
       3. Show the client their property and complete the room inventory within the occupancy agreement. Ensure that the Lettings Forms (Appendix A) are also completed. ***Both staff and client must sign the room inventory***.
       4. Issue the client with a payment card and take two weeks rent payment (payment in advance).
       5. A copy of the **‘**[**Shelter Harassment & Illegal Eviction guide**](https://portal.langleyhousetrust.org/global/Housing/Client%20advice%20guides%20and%20posters/Shelter%20–%20Harassment%20and%20Illegal%20Eviction%20Guide.pdf)**’** should be given to all clients. For those clients on an AST’s a copy of **‘**[**How to Rent (HM Government)**](https://thelangleygroup.sharepoint.com/:b:/r/sites/Global/Housing/Housing%20Management%20Manual%20(Incl.%20IHM%20AST%20and%20Licence)/21.%20How%20%20to%20rent%20-%20March%202023%20(HM%20Government).pdf?csf=1&web=1&e=uYwdCl)**’** must be issued in line with Housing Law requirements.
       6. If the client is eligible for Housing Benefit (HB), the application form must be completed **on day one**. All supporting ID documents must also be photocopied and submitted with the HB application form.
       7. **Section 4.12.1 to 4.12.6 must be completed before** handing the keys to the resident and completed on the initial day of sign up.
   13. All new lettings **must be recorded on QL** within 2 working days – refer to the QLx Creating Rent Accounts and Tenancies Procedure.
   14. Where clients have gradual/introductory stays to a service, such as hours/days at a time as is often the case with Rotl (Release on temporary licence) or Section 117 they should only be recorded on QL if they have **an overnight** stay.
   15. If there is a Rotl of Section 117 overnight stay, then this should be recorded on QL Rent **but the rent** charges on the room must be removed. Such stays are invoiced and not charged to HB – *Ask Finance to do removed the room charges, once approved by your Service Manager.*
   16. **CORE** (**CO**ntinuous **RE**cording) is a regulatory requirement under the Homes and Communities Regulatory Framework’s, Tenancy standard.
   17. In 2.1.6 of the RSH Tenancy Standard it states: *“Registered providers shall record all lettings and sales as required by the Continuous Recording of Lettings (CORE) system”.*
   18. Service Managers shall ensure that CORE lettings logs are completed **with clients** at induction and uploading onto the CORE website.
   19. CORE logs must be **completed within 2 working days** of the letting. When completing CORE logs, the client’s Tenancy Number from QL should be used as the **‘client code’** in the online CORE lettings log.
   20. Service Managers should request login details to the CORE website from the Housing Team at [HousingTeam@langleyhousetrust.org](mailto:HousingTeam@langleyhousetrust.org).
   21. Core logs should only be completed on new lettings to a property. Room to room re-lets in the **same property do not** require a new Core log. For the avoidance of doubt, a move from one address to a new address will require a new Core log to be completed.
   22. **Phased stays Rotl’s (Released on temporary licence) & Section 117:**  
       1. Clients temporary released on Rotl or Section 117 only require a Core log to be completed on the first overnight letting of any given financial year and again when they become a permanent letting.
5. Void Management
   1. The Trust adopts the definition of a void property as ***“any property that does not have a legal resident in dwelling”.***
   2. The Trust defines a ‘short-term void as a property that has been vacant for less than 30 days, all others are considered ‘long-term’ voids.
   3. Voids/Occupancy performance is monitored in KPIs at Senior Operations Team, Executive Team and to the Board via the Audit and Risk Committee. The areas measured are:  
      1. Indicator of Utilisation and;
      2. Supported Housing long-term voids;
   4. The Trust acknowledges that there are different ways in which a property can become void and defines them as follows:
      1. Formal Termination – The client is required to give 28 days’ written notice in terms of their Occupancy Agreement and their intention to leave the property;
      2. Death of client – Where the Trust is notified of the death of a client;
      3. Abandonment – Where the Trust issues a legal notice to a client who has vacated the property without notice;
      4. Eviction – Where the Trust serves an eviction notice a client;
      5. Development Voids – Where a new property is handed over to the Trust as complete and is unoccupied;
      6. Decants – Where a client has to be moved, usually temporarily, from their property for the purposes of refurbishment or as a result of the property becoming uninhabitable, e.g., fire, flood.
6. Terminating the Occupancy Agreement
   1. A client choosing to terminate their occupancy agreement:
      1. Where possible, the client should put this in writing and hand it to service staff. Staff will support the client in completing the written notice, if required;
      2. Clients are required under the Occupancy Agreement to provide 28 days’ advance notice of termination.

* 1. A letter acknowledging the termination will be given to the client by the service management. Staff will verbally discuss the content of the letter at the next keywork meeting.
  2. Service staff will arrange with the client to carry out a pre-termination inspection of the property. A pre-termination inspection is carried out to identify re-chargeable repairs and the general condition of the property. This pre-termination inspection must take place whilst the client is still in occupation and the Pre-termination inspection form (Appendix B) must be completed and placed in the Lettings & Voids folder kept at services.
  3. Service staff must inform the client that they are to return the keys to the property in line with their Occupancy Agreement.
  4. Staff should aim to collect the keys from the client at the property on the day of departure. Staff must give a key receipt (Appendix C) to the client handing in the keys.   
     1. The staff member will complete a Void Property Information form (Appendix D) and pass to Service Management.
     2. The void condition of the property can only be identified once a full inspection of the property has taken place – see the next section.

# Inspection of Void Property

* 1. Service staff will carry out a full inspection of void properties within 1 day for hostel accommodation and 3 days for dispersed 1-bed flats or shared houses of a client having left or upon finding a potential abandoned property using the Post Void Inspection form in Appendix E.
  2. The service staff will carry out the inspection of the property to identify any works or repairs required to meet the lettings standard – see section 4.1.
  3. During the inspection attention should be made to the examination of the gas meter and/or electricity meter (if applicable). If the meters are damaged or missing this must be reported as an emergency repair.
  4. For full voids particularly 1 bed properties with credit meters, it is important to ensure that top up meters are clear of debt and have a small credit to enable new Landlord Gas Safety Record (LGSR) & Electric Installation Condition Report (EICR) safety checks to be completed.
  5. Should the property not be ‘ready to let’ then this must be recorded on the Void Property Information form and passed to Service Management for authorisation and processing on the QLx system.
  6. All repairs must be logged with the Property team using the Trust’s repair reporting process as explained in the Trust Repairs procedure.
  7. The property team will aim to carry out repairs in a timely manner. Rooms set with the status void minor repairs are to be turned around and brought back in to service within 7 days. Rooms set with void major repairs to be turned around and brought back in to service within 28 days.

1. **Former resident’s goods and Torts (Interference with Goods) Act 1977**
   1. Service Management must ensure that they adhere to the terms of the Torts (Interference with Goods) Act 1977 when dealing with goods left behind by former residents. The requirements of the Act are as follows:  
      1. Any goods left behind by a resident still belong to that former resident, whether a possession order is obtained from the courts by the landlord or the resident surrenders their accommodation. This is a recurring dilemma for landlords, who are conscious that the removal of belongings left by a client is unlawful.
      2. Specific to social landlords (the Trust), if goods are left in the property at least two members of staff should take a full inventory. If possible, photographs of the property and its contents should be taken and an estimate of the value of the goods left behind should also be recorded by staff or an independent contractor.
      3. A commercial decision should be taken based on what is left behind. If the goods are disposed of by the landlord (the Trust) and subsequently turn out to be of value, the landlord may be subject to a claim for damages.
      4. The Act permits landlords to dispose of goods left behind as long as the correct procedures are followed.
      5. The Act also requires landlords to take care of the former resident’s goods and make reasonable arrangements to trace them so that their goods can be returned to them. Notice should be served in accordance with Schedule 1 of the Act, requiring the former resident (or the true owner of the goods) to come and collect them. The notice should be sent to the former resident if the address is known, and in any event attached to the property so that it can be clearly seen.
      6. For the Trust, in the case of an abandonment, this notice should be placed on the abandonee’s bed where it can be clearly seen as it is shared housing and notices on an external door breach data protection & confidentiality protocols.
   2. The notice will need to state the following:  
      1. where the goods are being kept;
      2. where sale of the items will take place;
      3. if items are sold, sale and storage costs will be deducted from the proceeds of sale and;
      4. list the goods that remain.
   3. Reasonable time to collect the goods is dependent on the landlord, however 14 days or more is sufficient **(14 days is stated in the Occupancy Agreements)**. As the Trust cannot afford to store the goods indefinitely, notice should be served as soon as possible but not contrary to any internal policy guidelines.
   4. If all reasonable steps have been taken to contact the former resident and the notice has expired, the Trust can dispose of the goods. If the goods are sold, any proceeds of sale that remain - after deducting storage costs and debt owed to the Trust - must be returned to the former resident.
   5. **Note –** If the steps outlined above are not taken, landlords may find themselves open to the former resident bringing an action for conversion (a civil action for damages for selling or using another person's property). This can be very costly and time consuming so it is important to ensure that the steps above are taken and evidence of doing so is carefully recorded.
2. Gas and Electrical Safety
   1. The Trust will carry out a gas safety inspection and issue appropriate certification. It will also test and inspect electrical installations. Safety certificates and guarantees including Landlord Gas Safety Certificate (LGSR), and Domestic Electric installation condition report (EICR) will be maintained on files. Copies will be included in the Residents' Moving-in Pack provided at sign-up for those on Assured Shorthold Tenancies in line with legislation.
3. Equality, Diversity and Inclusion
   1. The Group understands the vital role Equality, Diversity and Inclusion plays in creating an environment in which our staff and clients are able to reach their full potential. We appreciate and celebrate difference and individuality, respecting everyone as being made in God’s image and having an intrinsic value, a view strongly upheld by our Trustees and Senior Management Team. There is no place for racism or any other form of discrimination within the Group it is not just illegal but goes against all that we stand for, as outlined in our values Langley Trust Group staff are asked to challenge any racist or discriminatory behaviour that they witness, experience or hear about and then report it. The CEO’s commitment is to ensure all allegations are investigated and appropriate actions taken.
   2. Recognising that it works with and serves individuals in a diverse society, the Group seeks to act in a fair and equitable way to all and has assessed the impact that this procedure might have on our clients, staff and volunteers and particularly those from groups described by the Equality Act 2010 (and amendments) as having protected characteristics. This has been done through the completion of an Equality Impact Assessment.
4. Client Involvement
   1. The Trust restates its commitment to the genuine and meaningful involvement of clients in the formation and review of all procedures which have an impact on service delivery.
   2. This procedure will be reviewed with clients at the National Consultative Group on 7th November 2023.
5. Data Protection and Confidentiality
   1. As part of its work, Langley Trust will collect, hold and use information about people who receive services from or who work with or for the Trust. This will include the Trust’s clients, staff, supporters, volunteers, partners and suppliers and those applying to the Trust for services or employment.
   2. The Trust upholds the rights of data subjects to have their information processed in a lawful, transparent and fair manner, in accordance with the Data Protection Act 1998 and the requirements of the General Data Protection Regulation 2018 and will process all personal information in line with its own Data Protection and Confidentiality Policy and Procedures. Failure to do so or to report a potential breach of data confidentiality may be investigated under the Trust's Disciplinary Procedures.

*Appendix A*

Langley Trust

## LETTING INFORMATION

## To be completed for all new residents and floating support clients.

## LETTING INFORMATION

Name of New Client: ……………………………………………………………………

Address (Incl. Room #): ……………………………………..………………………………………….………………………………………………………………..

**Type of accommodation:**

Care Home □ Supported Housing □

Tenure – Licence Agreement □ Assured Shorthold Tenancy □

Tenancy Commencement Date: ………………………………………….……………..

Core Rent: £…………..….. Services: £…………….Water Rates:…….

Amenities: £………………. Council Tax: £ …………

TOTAL: £………………per week/month.

**Housing Benefit Application completed: Yes □ No □**

**Third party reduction completed**: **Yes □ No □**

**Completed by Housing Officer/Support worker/Keyworker:**

Print name: ………………………..…………. Sign name: …………………………………………….

Date: ………………………………………..

**Authorisation by Service Manager**

Print name: …………………………..………. Sign name: …………………………………………….

Date: ………………………………………..

**Administrator updated QL on:**

Print name: ……………………………..…. Sign name: …………………………………………….

Date………………………………………………………………

*Appendix B*

Pre-termination Inspection Form

|  |  |  |  |
| --- | --- | --- | --- |
| **Property Address** | **QL tenancy number** | **Clients Name, contact number & forwarding address (if known).** | |
|  |  |  | |
| **Reason for vacancy**: | **Please state:** | | |
| **Has written notification of termination from the client been received?** | **Yes / No? If not, state why:** | | |
| **Will the property require any repairs before it can re-let?** | **Yes / No?** | | |
| **Do windows and doors open easily (defective locks must be replaced)?** | **Yes / No?** | | |
| **Are all services, water, electricity and gas (where applicable) functioning and free from debt where there are payment meters?** | **Yes / No?** | | |
| **Are all sanitary ware clean, functional and free from blockages and leaks?** *Any offensive smells should be completely eradicated from the property.* | **Yes / No?** | | |
| **Are all items of furniture listed within the service inventory still in the property?** *Check inventory in the occupancy agreement.* | **Yes / No? If not, state what is missing:** | | |
| **Has the MoJ Exit Questionnaire been completed?** *When a client has refused to complete or has abandoned the property, a nil return should be completed and sent to Quality Team by; complete the client’s name and address on questionnaire and state reason for nil return.* | **Yes / No? If not, state what is missing:** | | |
| **What is the agreed date for the return of keys?** | **Date of key return:**  **\_ \_ / \_ \_ / \_ \_** | | |
| **Date of inspection:**  **\_ \_ / \_ \_ / \_ \_** | **Print Name**: | | **Signature**: |

*Appendix C*

Langley Trust

Key receipt for terminating residents

Name(s) of resident:

……………………………………………..……………………………..………

Address of Vacancy (incl. Rm. no.):

……………………………………………..……………………………..………

……………………………………………..……………………………..………

Date of vacancy: ………………………………….

**Staff to complete:**

I ……………………………..………………………………………………. [Print Name] employed as

……………………………………………………. [Job title] with Langley Trust have

taken receipt of the property keys for the above address at ……………… [Time]

on the ………………….. [Date].

Sign ………………………………………………………………………………….

**Resident to complete:**

I ……………………………..………………………………………………. [Print Name] have handed

back the keys to the above-named property. I have cleared all rubbish and leave the property, furniture, fixture and fittings in reasonable condition as stated in ‘Section E, Moving out’ within my Occupancy Agreement.

Sign ………………………………………………………………………………….

Date …………………………….

*Appendix D*

Langley Trust

VOIDS PROPERTY INFORMATION

## When an occupancy ends, this form must be completed on the day the accommodation has ended. This form is to be passed to Service Management for authorisation before the occupancy is closed on the QLx system.

## Complete Sections below and pass to Local Manager for authorisation.

## VOID INFORMATION

Address of Vacancy (incl. Rm. no.): …………………………………………..………………………………

Name(s) of Client: …………………………………………………..……………………………..

Last night of stay (date): ………………………………….

Client Moved to: ……………………………………………………..……………………………

**Type of accommodation (Please tick):**

Staying with friends □, Staying with family □, Bed & Breakfast □, Supported housing □, Sheltered housing □, Registered care □, Owner occupier □, Private renting □, RSL tenancy (Gen needs) □, Local authority tenancy 🗆, Returned to previous home □ (if yes please tick another box to indicate type of previous home), Hospital (short term) 🗆, Taken into custody 🗆, Sleeping rough 🗆, Hospice 🗆, Acute psychiatric hospital 🗆, Re-convicted 🗆, Re-called to prison 🗆, Approved Premises 🗆, ROTL 🗆, Moved to another LHT property 🗆

Planned move 🗆, Unplanned move 🗆, Evicted - non-payment of rent 🗆, Evicted - serious nuisance 🗆, Evicted - disruptive behaviour 🗆, Evicted - violent behaviour 🗆, Evicted - non-engagement 🗆,

Abandonment 🗆, Death of client, End of service (Decant) 🗆, Development void 🗆

Void ready to let □, Void minor repair □, Void major repairs □, Void Room preparation (locally managed) □

**Rent Arrears owing: Yes □ No □ Amount £………..**

**Repayment plan in place: Yes □ No □ (attach original repayment plan)**

**Eclipse Record closed: Yes □ No □**

**Completed by Housing Officer/Support worker/Keyworker:**

Print name: ………………………..………. Sign name: …………………………………………….

Date: ………………………………………..

**Authorisation by Service Manager**

Print name: …………………………..………. Sign name: …………………………………………….

Date: ………………………………………..

**Administrator updated QL on:** Date………………………………………………………………

Print name: ……………………………..…. Sign name: …………………………………………….

*Appendix E*

## Post Void Inspection Form

|  |  |
| --- | --- |
| **Property Address:** |  |
| **Date of Inspection:** |  |
| **Full name of staff member(s) completing the void inspection:** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **All Hallways** | | **Satisfactory**  **Yes or No** | | **Concerns (Please document)** |
| General Environment | |  | |  |
| Floor Surfaces | |  | |  |
| Furniture/fixtures/Fittings | |  | |  |
| Hazardous Substances | |  | |  |
| Electrical Equipment | |  | |  |
| First Aid | |  | |  |
| **Bedrooms Inspection - General Environment, Floor Surfaces, Furniture/fixtures/Fittings, Fire Precautions, Hazardous Substances, Electrical Equipment.** | | | | |
| **Room Number** | **Satisfactory**  **Yes or No** | | **Concerns (Please document)** | |
| Room |  | |  | |
| Room |  | |  | |
| Room |  | |  | |
| Room |  | |  | |
| Room |  | |  | |
| **Lounge** | | **Satisfactory**  **Yes or No** | | **Concerns(Please document)** |
| General Environment | |  | |  |
| Floor Surfaces | |  | |  |
| Furniture/fixtures/Fittings | |  | |  |
| Hazardous Substances | |  | |  |
| Electrical Equipment | |  | |  |
| **Bathroom(s)** | | **Satisfactory**  **Yes or No** | | **Concerns(Please document)** |
| General Environment | |  | |  |
| Floor Surfaces | |  | |  |
| Furniture/fixtures/Fittings | |  | |  |
| Hazardous Substances | |  | |  |
| Electrical Equipment | |  | |  |
| **Kitchen(s)** | | **Satisfactory**  **Yes or No** | | **Concerns(Please document)** |
| General Environment/Cleanliness | |  | |  |
| Floor Surfaces | |  | |  |
| Furniture/fixtures/Fittings | |  | |  |
| Fire Precautions | |  | |  |
| Hazardous Substances | |  | |  |
| Electrical Equipment | |  | |  |

## Actions required from this void’s inspection

|  |  |  |  |
| --- | --- | --- | --- |
| **Issue identified** | **Action Required** | **By whom** | **Date Completed** |
|  |  |  |  |
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|  |  |  |  |

**Full name of staff member(s) completing the void inspection:**

**Print name: ……………………………..………. Sign name: …………………………………………**

**Date: ………………………………………..**

**Authorisation by Service Manager:**

**Print name: ……………………………..………. Sign name: …………………………………………**

**Date: ………………………………………..**

**Property Confirmed Ready to Let Yes/No**

**Staff Member:**

**Print Name…………..………………………….. Sign Name……………………………….**

**Date ………………………………**

**Management to sign and save as a Pdf on local Property File**

***(along with Pre-termination inspection form).***