



**Allocation Policy:**  
**Mid Market Rent & Market Rent Properties**  
Ref. PW04

<b>Prepared By</b>	Operations Director
<b>Date of Review</b>	December 2021
<b>Date of Next Review</b>	December 2024
<b>Reviewed By</b>	PWL Board

## **1. Introduction**

### **1.1 Statement of Objectives**

The aim of our Allocation Policy: Mid Market Rent & Market Rent is to make best use of our housing stock (including transfers and exchanges), create sustainable tenancies, and to ensure that we treat everyone who applies for housing in a fair, consistent and professional manner.

### **1.2 Our objectives include:**

- providing a customer-focused letting service;
- using letting processes that are straightforward to administer and consistent with good practice;
- providing appropriate advice and assistance to customers;
- promoting tenancy sustainment by making the best use of our housing stock; and
- minimising the time taken to let empty properties and thereby minimising void rent loss.

### **1.3 Equalities**

We recognise that all applicants should be treated fairly and will consider applications in accordance with the provisions of the Equality Act 2010.

### **1.4 Confidentiality**

Confidentiality is important and we will treat information that we receive in in line with the General Data Protection Regulation (GDPR). We will not pass on or discuss information relating to the application with any third party, without the applicant's written permission.

### **1.5 Corporate Fit**

Our Rent Setting Policy is consistent with our:

- Group Corporate Plan;
- Business Plan;
- Risk Management Policy;
- Financial Regulations;
- Standing Orders;
- Rent Setting Policy: Mid Market Rent & Market Rent Properties; and
- Arrears Policy: Mid Market Rent & Market Rent Properties

#### The PWL Board

The PWL Board is responsible for monitoring the implementation of this policy to ensure it is properly operated, that there is appropriate staff involvement in allocation processes and effective scrutiny of the Allocation Policy: Mid Market Rent & Market Rent Properties to ensure that it meets its intended policy objectives.

In implementing the Allocation Policy: Mid Market Rent & Market Rent Properties certain functions are the responsibility of the PWL Board although staff have delegated authority to undertake specific tasks.

The Operations Director has responsibility for overseeing the implementation of the Allocation Policy: Mid Market Rent & Market Rent. The Factoring Manager is responsible for the effective operational delivery of the policy. Specific tasks within the allocation process are delegated to appropriate staff within the organisation.

The Factoring Manager will be responsible for overseeing and managing performance in relation to arrears. The Property Assistant and Senior Factoring Assistants play an important role in managing allocations. Their duties include ensuring that all allocations comply with the Allocation Policy: Mid Market Rent & Market Rent. The detailed procedures for managing allocations are set out separately within our Mid Market Rent & Market Rent Allocation Procedure.

The PWL Board has the ultimate responsibility for allocations and for policy review, so will receive updates on the implementation of the Allocation Policy: Mid Market Rent & Market Rent so that they can have reasonable assurance that it is operating effectively in practice and meets its intended policy objectives.

In implementing the Allocation Policy: Mid Market Rent & Market Rent Properties certain functions are the responsibility of the PWL Board although staff have delegated authority to undertake many tasks. Examples of key functions/tasks are summarised below:

- The Factoring Manager and Operations Director are responsible for reviewing the policy and referring any amendments to the PWL Board for approval.
- The Factoring Manager and Operations Director are responsible for developing and implementing operational procedures that reflect the principles set out within the Allocation Policy: Mid Market Rent & Market Rent Properties.
- The Factoring Manager and Operations Director are responsible for overseeing the effective monitoring of individual cases by the Property Assistant and Senior Factoring Assistants and reporting key performance information to the PWL Board routinely.

### **3. Letting Mid Market Rent (MMR) & Market Rent (MR) Properties**

#### **3.1 Definition of 'Mid Market Rent'**

Mid Market Rent (MMR) properties are aimed at assisting people on low and modest incomes to access affordable rented accommodation, who are unlikely to have priority to enable them to access social rented housing, but have an income level which means they cannot afford to access full market level properties or to buy a home. The rent levels for Mid Market are set between those of Social Rented and Market Rent properties within our area of operation. MMR properties are generally let on an unfurnished basis, but with floor coverings, blinds and white goods provided.

#### **3.2 Letting MMR Properties**

We will prioritise the allocation of Mid Market Rent properties using the criteria listed below.

The following criteria must be met by all Mid Market Rent applicants:

- At the point of allocation, prospective tenants should be employed.
- Prospective tenants should be economically active and have a minimum gross annual household income level £23,000 and a maximum annual household income level of £45,000 (the minimum and maximum income levels will be reviewed periodically and agreed by PWL Board, taking account of income criteria provided by the local authority).
- On an individual basis we may consider applicants without regular income who have access to capital funds and applicants where they are in receipt of certain benefits relating to a disability.

We will generally let MMR properties on a first come first served basis, with all applications being dated and noted with the time they are received in the office. On occasions where there are multiple applicants interested in a vacant MMR property, we will give preference to the following:

- those living in private rented housing;
- those living with family, friends or relatives;
- those lacking security of tenure in their current home;
- homeowners of properties where a change of circumstances such as health or relationship breakdown means that they require to move;
- those occupying a social rented property within the local housing market;
- those registered on Partick Housing Association's housing list; and
- ex-service personnel.

If there is limited demand for MMR properties, we will consider expanding our allocation criteria so that they can be relet timeously.

### **3.3 Definition of 'Market Rent'**

Market Rent (MR) properties are designed to assist in meeting the accommodation requirements of households who have incomes generally in excess of that of normal Social Rented or MMR properties. The rent levels for MR properties are determined by the location, property type and property size, and we compare local housing market rental charges for similar properties. MR properties are generally let on an unfurnished basis, but with floor coverings, blinds and white goods provided.

### **3.4 Letting Market Rent properties**

We will generally let MR properties on a first come first served basis. However to ensure tenancy sustainability, we will test affordability by applying minimum income criteria. Potential tenants will be expected to have an annual household income of at least 30 times the calendar monthly rent of the available property.

## **4. The process**

### **4.1 Applying for housing**

All applicants interested in being considered for MMR or MR properties should complete the appropriate Partick Works Limited (PWL) housing application form. PWL will advertise vacant MMR and MR properties accurately through a variety of means including PWL's website as well as other relevant websites such as S1 Homes, Gumtree, etc. We may retain a list of potentially interested applicants, which we will review and update routinely.

Applicants must provide us with all of the information and any supporting evidence that we need to assess their circumstances. It is important that applications are completed carefully and with as much detail and information as required. Without this information we cannot process an application any further and therefore cannot offer a tenancy. Information provided must be accurate and up to date. Applicants must notify us of any changes to the information as soon as the change is known.

Applicants must co-operate fully with any reasonable clarification or investigation needed to confirm the details of an application. If we discover that a tenancy has been created as a result of an applicant providing false or misleading information, we may take action to end the tenancy.

## **4.2 Tenancy references and credit checks**

When someone applies for a tenancy, we will ask them for the contact details of any current or previous landlords so that we can seek tenancy references. We will also seek proof of the applicant's income to ensure that an applicant has the resources to sustain a tenancy successfully.

We will ask all applicants, and anyone applying to be housed with them as a joint tenant, to confirm agreement as part of the application process for us to seek tenancy references and carry out credit and income checks. Without this authorisation we cannot process an application any further and therefore cannot offer a tenancy. We will also meet every applicant before an offer of tenancy can be issued.

We will not make an offer of tenancy if:

- a tenancy reference tells us that an applicant owes a landlord rent, has behaved anti-socially or has otherwise broken their tenancy agreement;
- a credit check identifies that an applicant has a poor credit rating; or
- an applicant is unable to provide evidence which shows their current financial position adheres to the required income criteria.

## **5. Tenancy agreement, tenancy handbook, etc.**

### **5.1 Tenancies will be let on the basis of a Private Residential Tenancy Agreement**

Tenancies will be let on the basis of a Private Residential Tenancy agreement. The tenancy agreement is a legally binding contract, setting out the rights and responsibilities of the tenant as occupier of the property and of PWL as landlord. Tenants will also receive a Tenancy Handbook, which provides relevant information to your tenancy with PWL.

When we make an offer of housing to joint applicants we will create a joint tenancy. This will help protect the rights of each joint tenant, while making them jointly and severally responsible for maintaining their conditions of tenancy.

The tenant will be expected to pay a tenancy deposit equivalent of 1 month's rent at the start of the tenancy. This is a security deposit and will be held in an approved scheme in accordance with the Tenancy Deposit Scheme (Scotland) Regulations 2011. Rent will be payable in advance, calendar monthly using Direct Debit. The rental charge will be reviewed on an annual basis.

We will make all reasonable efforts to fulfil our part of the contract and we will expect the tenant to do the same. We will take action against any tenant who breaches any part of the tenancy agreement.

### **5.2 Subletting and lodgers**

Tenants cannot sublet their property or take in lodgers.

### **5.3 Keeping pets**

Tenants may not keep pets in the premises, without prior written consent from PWL as landlord. Any such consent will not be unreasonably withheld.

Any pet, where permitted, must be kept under supervision and control to ensure that it does not cause deterioration to the condition of the premises and common areas, or nuisance to neighbours or in the locality of the premises.

The keeping of pets will be at PWL's discretion and a decision to allow a tenant to keep a pet can be altered at any time.

### **5.4 Lettable Standard**

We will seek to allocate all of our properties in good order and maintain them in line with our lettable standard which is detailed in **Annex 1**.

Tenants should not carry out, or have carried out, any alterations to the property. Tenants will receive a copy of the inventory recording the standard and quality of the property at the point they sign their tenancy agreement.

Tenants should not change the decoration or put up wallpaper. They can refresh the existing paintwork, but must get our formal agreement beforehand and it must be in line paint colours specified within the property inventory.

This also applies to existing floorcoverings. You should report any wear and tear or damage to us immediately, as we might recharge you if we require to replace floorcoverings.

The kitchen appliance provided with your property should also remain unchanged, as these belong to us as a fixture of the property.

Before even thinking any alteration or improvement to the property, no matter how small, you must speak to us first to see if permission is required.

It is your responsibility to maintain the property to the standard recorded at the start of your tenancy agreement. If you decide to leave the property, we expect it to be returned to us in a similar condition to that it was let to you in.

## **6. Monitoring & review**

We will review our Allocation Policy: Mid Market Rent & Market Rent Properties every three years or more frequently if there are any significant operational changes, legislation or recommended best practice. We will also monitor, review and update our procedures as required.



**Mid Market Rent & Market Rent Properties**

**Lettable Standard**

**December 2021**

## **1. Introduction**

Our Property Services team seeks to ensure that all empty houses that we allocate are in reasonable condition – this is called our ‘Lettable Standard’.

Once notified that an empty house is becoming available, our aim is for new tenants to be able to move quickly and enjoy living in their new home.

We seek to minimise the time that our properties are empty and we therefore ensure that moving tenants leave their homes in good condition.

As landlord we must carry out a pre-tenancy check of each property to identify work required to meet the Repairing Standard. We also have a duty to repair each property from the tenancy start date and throughout the tenancy.

Our starting point is to ensure that all of our houses are safe, wind and watertight. PWL will also carry out those additional works that are essential for empty houses to reach our Lettable Standard. A privately rented property must meet the Repairing Standard as follows:

- The property must be wind and water tight and in all other respects reasonably fit for people to live in.
- The structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order.
- Installations for supplying water, gas and electricity and for sanitation, space heating and heating water must be in a reasonable state of repair.
- Any fixtures, fittings and appliances that the landlord provides under the tenancy must be in a reasonable state of repair and in proper working order.
- The property must have a satisfactory way of detecting fires and for giving warning of the event of a fire or suspected fire.

Details of our Lettable Standard are listed below. If you have any queries you should contact our Property Services team.

## **2. General**

All houses will be wind and watertight, safe and secure. Any additional works required to meet the Repairing Standard and / or our Lettable Standard will be logged and work will be programmed accordingly.

## **3. Cleanliness**

Any rubbish, furniture, light shades, etc. left behind by the previous tenant will be removed. Loft areas will also be cleared. Outgoing tenants will be recharged for this work where appropriate and it may be deducted from their tenancy deposit.

All cupboards, kitchen units and fittings will be cleared and washed down with disinfectant.

All skirting, door facings, doors, windowsills and frames will be washed down with disinfectant.

All floors will be vacuumed, swept and mopped.



All white goods will be cleaned inside and out with disinfectant.

All sanitary ware will be washed down with disinfectant.

A 'deep clean' will be authorised if a house is in extremely poor condition – this will be instructed after the void post inspection.

**'Deep Clean' specification includes:**

- sweep all floors;
- wash all floors;
- shampoo all carpets;
- wash down paintwork;
- wash down doors, cupboards, electrical outlets and fittings;
- wash all kitchen units inside and out, worktops and sink units;
- clean white goods;
- clean window blinds;
- clean expel air vents;
- clean wash hand basin, de-scale bath and toilet;
- wash down shower area;
- wash windows inside;
- disinfect all rooms; and
- leave air fresheners.

**4. Decoration & plasterwork**

Obvious defects with plasterwork will be repaired.

Walls and ceiling that have been damaged or are significantly marked will be made good.

**5. Safe and secure**

**5.1 Electrical**

An electrical safety check will be carried out so that all switches, sockets and light fittings will be safe and fully operational, and all electric heating will be safe, functioning and meet the relevant legislation.

Smoke detectors will be checked so that they are fully operational and compliant with relevant legislation.

Where required, white goods supplied will be 'PAT' tested so that they are fully operational and compliant with relevant legislation.

Energy efficient light bulbs will be supplied and fitted to every light pendant as appropriate – after a void property has been let the replacement of light bulbs will be the tenant's responsibility.

**5.2 Gas**

A gas safety check will be carried out, so that all gas heating will be safe, functioning and meet the relevant standard.

Gas installations will be supplied with a current gas service certificate where there is a

functioning meter. Otherwise the gas supply will be capped at the meter until the tenancy is let. When the tenancy is let, the new tenant must make access arrangements for the gas safety check to be carried out and gas service certificate completed.

### **5.3 Carbon monoxide**

A carbon monoxide (CO) detector will be fitted and this will be checked and replaced where this is appropriate.

### **5.4 Asbestos**

Asbestos checks will be carried out and remedial action taken as appropriate.

Details will be recorded on the asbestos register and a disclaimer signed by the incoming tenant if appropriate.

### **5.5 Footpaths & steps**

All footpaths and steps will be safe and level.

All doorsteps will be safe and secure.

## **6. Energy performance**

An up to date Energy Performance Certificate will be provided and will be appropriately displayed within the property.

## **7. Kitchens, etc.**

A fully functional kitchen will be provided with an appropriate number of units and worktops for the property type and size.

All kitchens will include a cooker connection point.

All kitchens will include a fridge-freezer, washer-dryer and cooker, which will be PAT tested where required.

All kitchens will have adequate ventilation.

All properties will include a washing machine connection point.

Plugs and chains will be replaced if required.

## **8. Joinery – doors, facings, skirting boards, handrails, etc.**

All internal pass doors will be functioning and undamaged.

All internal pass doors will be solid core.

All external entrance doors will be secure, functioning and undamaged.

All door-facings and skirting boards will be serviceable.

A secure handrail will be fitted where there is an internal flight of stairs with more than three steps.

## **9. Windows**

All windows will be checked and repaired if necessary to ensure that they are secure, functioning properly, serviceable and have window catches.

## **10. Plumbing**

All plumbing will be functioning.

All disused pipes will be removed and any resulting damage to walls / floors repaired.

Water systems will be drained down during the winter months (usually 1 November to 31 March) when there is a risk of severe frost. Water supplies will be reinstated when the new tenant moves in.

## **11. Sanitary ware and bathing facilities**

All sanitary ware will be fully functioning.

All sanitary ware will be free from holes or cracks that may cause water leakage or injury.

Plugs and chains will be replaced if required.

## **12. Rainwater goods**

Rainwater goods will be free of obvious blockages or growth such as weeds, grass, etc.

## **13. Rot, dampness, condensation, etc.**

All reasonable steps will be taken to identify and remedy dry rot, wet rot, rising or penetrating damp, condensation, etc.

## **14. Locks and keys**

All cylinder barrels will be changed.

At least two sets of keys will be provided for each external entrance door (including common entrances).

At least one key will be provided for cellars, meter cupboards, etc.

## **15. Gardens, drying areas, etc.**

Any debris and rubbish in garden areas will be removed. Outgoing tenants will be recharged for this work where appropriate.

Drying facilities will be provided (e.g. clothes poles or rotary driers) and will be functioning.

Grassed areas and hedges will receive a first cut if necessary.

Fencing will be inspected and repaired or replaced as appropriate.

Every property will have a bin for refuse collection.

## **16. Planned programmed renewals & cyclical maintenance work**

Planned programmed renewals and cyclical maintenance work is generally carried out in properties when they are occupied. New tenants will be advised of forthcoming programmed renewals or cyclical work, and where possible the estimated date for the work to be carried out.

By exception there may be justification for carrying out one-off renewals or cyclical work while a property is empty, but this will depend upon consideration of the following factors:

- level of rent loss while works carried out in empty property;
- availability of budget to carry out renewals or cyclical works;
- consistency of approach in terms of capital or cyclical works programmed for neighboring occupied properties;
- extent of renewals or cyclical work required and anticipated level of upheaval; and
- potential to enhance lettable of a void property.

## **17. New build properties**

Snagging work will be completed in advance of the new tenant moving in to a new build property. However where minor snagging work is incomplete, the new tenant will be notified and arrangements made for access so that the contractor can complete works as part of their defects liability.

## **18. Minor outstanding repairs**

Properties may be let with minor repairs outstanding, provided that they do not prevent the new tenant from moving in and occupying the property safely. Where this happens, the new tenant will be provided with a list of outstanding repairs and agreement will be reached with the tenant on a convenient time for these minor repairs to be carried out.

## **19. Void turnaround time**

The target void turnaround time is set out within our Key Performance Indicators. Targets are reviewed annually. Our expectation is for the majority of empty properties to be brought up to our Lettable Standard and let within the target response time.

## **20. Review of the Lettable Standard**

The Lettable Standard will be reviewed routinely within the context of the Allocation Policy: Mid Market Rent & Market Rent.