1. Introduction
1.1 Newport City Homes (NCH) recognises that some residents may wish to share their home with another person for social or financial reasons.

1.2 This policy details our requirements on allowing a resident to take in a lodger or to sub-let part of their property.

2. Policy statement

2.1 NCH defines:

- a lodger as "a person who lives in your home as a member of your household, but who does not have private use of an entire part of it".
- a sub-tenant as "a person who is granted exclusive use of at least part of the property they occupy, even though they may share other facilities within the accommodation. Usually, a sub-tenant has a key to their own room".

2.2 We will give our residents written consent, subject to the conditions contained within their tenancy agreement, to take in lodgers or to sub-let part of their homes.

2.3 We will inform the resident of any conditions applied to the permission, responsibilities of the resident, responsibilities of the lodger or sub tenant and impact of a lodger or sub tenant on housing benefit or universal credit payments.

2.4 Family members are not treated as lodgers, and a resident does not need permission to allow a member of their family to stay within the home, as long as it does not result in overcrowding and there is no breach of the tenancy conditions.

3. Principles of the policy

3.1 NCH will consider all written requests from residents to take in a lodger or to sub-let part of their property, and will not unreasonably withhold its consent to any such requests. Where a resident fails to ask permission before taking in a lodger or sub-letting part of the property, we reserve the right to request that the lodger vacate the property.

3.2 We will not give permission for a resident to take in a lodger or to sub-let part of their property in the following circumstances:

- Where it would lead to overcrowding, as defined in the Home Options Allocations policy;
- Where the proposed lodger or sub-tenant has previously held an unsatisfactory tenancy with NCH (or Newport City Council prior to transfer);
Where it is proposed to sub-let the whole of the property;

Where the resident occupies specialist accommodation, for example sheltered housing, where the lodger or sub-tenant does not meet the eligibility criteria for the accommodation.

3.3 We will advise the resident of the implications of taking in a lodger or sub-tenant if they are in receipt of housing benefit, universal credit or other welfare benefits.

3.4 There is no legal or contractual relationship between the lodger or sub-tenant and NCH. The resident will continue to be responsible for

- all the conditions of tenancy,
- payment of rent
- behaviour of the lodger or sub-tenant.

3.5 We will take action against the resident if the lodger or sub-tenant breaches tenancy conditions, such as causing a nuisance to neighbours.

3.6 The lodger or sub-tenant does not have any right of succession to the tenancy.

3.7 If a resident sub-lets the whole of a property, this is in breach of the tenancy agreement and the resident will lose their security of tenure. Action may then be taken to end the tenancy in line with the Abandoned Property policy. Action will be taken to remove any occupants remaining in the property after the tenancy has been ended in accordance with the Illegal Occupation policy.

4. Relevant legislation, regulatory compliance and other relevant NCH policies/documents

4.1 NCH will ensure that requests to take in lodgers or to sub-let part of the property are considered in accordance with legislation and statutory requirements, including the following:

- Housing Act 1985
- Disability Discrimination Act 1995
- Prevention of Social Housing Fraud Act 2013

4.2 This policy links closely with the following policies and documents:

- Tenancy agreement
- Home Options Allocations policy
5. **Implications for NCH**

**Risk implications**

5.1 A failure to deal with requests to take in lodgers or sub-let properties effectively will have a negative impact upon the reputation and image of NCH, leading in turn to a loss of public confidence.

**Financial Implications**

5.2 No financial implications have been identified to this policy.

**Equality Implications**

5.3 NCH is committed to giving an equal service to all. Any action taken under this policy will comply with current equalities legislation.

5.4 Staff will operate within the Equality and Diversity policy statement and will seek to address any specific needs which may arise.

5.5 We will in all reasonable circumstances make information available in a variety of information formats, including:

- large print
- audio tape
- community languages

**Welsh Language Implications**

5.6 NCH recognises the right of people to conduct their business through the medium of Welsh.

5.7 We will meet the requirements of the Welsh Language Act 1993 and offer a choice of using English or Welsh when communicating with us.

**Resident Participation Implications**

5.8 NCH will provide performance information to residents so they can measure and evaluate the quality and effectiveness of the services delivered.
5.9 We will listen to residents’ views at every opportunity to enable continuous improvements to services, in line with our Resident Participation Strategy.

6. **Policy management and Review**

**Policy monitoring**

6.1 To help achieve our aim of being a continuously improving organisation and to ensure that we meet all statutory obligations, we have systems and processes in place which allow us to monitor and evaluate our performance.

**Review**

6.2 All policies have been developed jointly by members of the Board, City Wide Panel and staff.

6.5 This policy will be reviewed by the Board every three years unless there is a change in legislation.