



Lettings Policy (Mid- Market Rent)

Policy Manual Section:	Water Row Company
Policy Number:	WR01
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The Water Row Company can provide this document on request, in different languages and formats, including Braille and audio formats.

1	Purpose of Policy
1.1	The Water Row Company manages Govan Housing Association's homes for mid-market rent and offers a high quality affordable lettings service. The Water Row Company is a subsidiary of the Govan Housing Group.

1.2	<p>Mid-market rent is a tenure aimed at providing quality, affordable rented homes for people on low to moderate incomes. Mid-market rent is designed to help people who have difficulty accessing social rented housing, buying their own home or renting privately.</p> <p>Tenants generally pay a lower rent than market rent level, but more than local social housing tenants. The rent levels are set at a point between those for similar home for social rent and private market rent.</p>
1.3	<p>Our homes for mid-market rent offer high quality, safe and accessible living that is sustainable, energy efficient and easily maintained. All properties are supplied with window and floor coverings, oven, hob and hood.</p>
2	Policy Aims & Objectives
2.1	<p>The purpose of our Lettings Policy is to create sustainable tenancies and to ensure that we treat everyone who applies to us for a mid-market rented home in a fair and consistent way.</p> <p>Our objectives include:</p> <ul style="list-style-type: none"> • Providing a professional, customer focused letting service and positive customer experience; • Reducing customer effort and keeping processes simple to administer; • Providing appropriate advice and assistance to customers; and • Minimising the time taken to let empty properties and void rent loss.
3	Equal Opportunities
3.1	<p>Our commitment is to provide fair and equal treatment of customers and prospective customers. We will not discriminate, intentionally or unintentionally in the way we advertise, allocate or let our mid-market rented homes on the grounds of gender, religion, belief, race, language, colour, ethnic or national origin, sexual orientation, mental or physical health or ability, family circumstances or marital status.</p>
4	Data Protection

4.1	<p>We recognise that confidentiality is important to applicants and will treat information that we receive in the strictest confidence under the Data Protection Act 2018. We will not pass on or discuss with any third party any information provided by any applicant without the applicant's written permission.</p>
4.2	<p>Other Related Guidance, Policies and Documentation.</p> <p>This Policy takes account of related legislation, guidance and policies including:</p> <ul style="list-style-type: none"> • Scottish Government MMR guidance, including MHDGN 2020/02 updated October 2020 • The Housing (Scotland) Act 1988 • The Housing (Scotland) Act 2006 • The Housing (Scotland) Act 2014 • The Private Housing (Tenancies) (Scotland) Act 2016 • The Letting Agents Code of Practice (Scotland) Regulations 2016 • Tenancy Deposit Schemes (Scotland) Regulations 2011 • The First-tier Tribunal for Scotland (Housing and Property Chamber) (formerly the Private Rented Housing Panel) • Chartered Institute of Housing.
5	<p>Persons Connected To Us</p>
5.1	<p>We aim to treat everyone equally as an individual regardless of whether they have a connection with us. To comply with this standard and maintain the confidence of our stakeholders, we will comply with Govan Housing Group Entitlements, Payments and Benefits Policy. This means we will ask applicants who fall within the following categories to complete a declaration of interest. The categories are:</p> <ul style="list-style-type: none"> • Employees of Govan Housing Group; • Board Members of Govan Housing Group; • Applicants who are closely connected to anyone in the two categories above. <p>Someone 'closely connected' to you includes family members and persons who might reasonably be regarded as similar to family members even where there is no relationship by birth or law.</p>

5,2	<p>The offer of a tenancy or lease in one of our' properties to one of our people or to someone closely connected to them is permitted provided that:</p> <ul style="list-style-type: none"> • It is in accordance with our published allocations / lettings policy and • Neither the applicant or anyone connected to the applicant is involved in any way or in any part of the allocation process and • The offer is approved by the Governing Body in advance and • The tenancy is recorded as an interest in the appropriate register within five days of the tenancy commencing.
6	Finding a Home
6.1	<p>Available properties are advertised on our website or through commercial advertising websites used for private rented homes e.g., Zoopla and local press websites and signage as appropriate i.e., 'to let' boards.</p> <p>We will not hold a waiting list for homes prior to them being released for let. This will ensure that applicants are treated fairly and equally.</p> <p>We will hold a mailing list of applicants who wish to be notified when properties are advertised as available for let.</p>
6.2	<p>We will arrange viewings by telephone or email. Sometimes when the property is advertised, it could still be occupied by the current tenant who has given notice to us, so we minimise rent loss. We will only permit viewings whilst a home is still tenanted with the current tenant's permission and where health and safety for access can be ensured e.g. during pandemic restrictions.</p>
7	Applying for a Home
7.1	How we determine eligibility for a home:
	All applicants interested in applying for a property must be 16 years and above.

	<p>Interested applicants will be issued with our application form once they have viewed a property and wish to make a formal application for the tenancy. This avoids the Water Row Company obtaining personal information that is not necessarily required.</p> <p>Applicants can apply on their own or jointly with another person who will be living in the property. We do not offer let's where it relates to three or more unrelated people living in a property, as this creates a house in multiple-occupation (HMO).</p>
7.2	<p>At the point of application, if there is more than one adult intending to occupy a home, they are required to create a joint tenancy and their eligibility for the tenancy will also be assessed on that basis.</p> <p>Applicants must provide us with all the information and any supporting evidence that we need to assess their circumstances, including income and expenditure. This includes details for anyone who will live in the property with them and anyone who will be a joint tenant. This enables us to assess if they can meet our lettings criteria for a home and their ability to afford and sustain a tenancy.</p> <p>It is important that applications are completed carefully and with as much detail and information as possible. 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. We will ask all applicants, and anyone applying to be housed with them as a joint tenant, to sign a mandate confirming that they are happy for us to seek tenancy references. Without this authorisation we cannot contact landlords for a reference and this means that we cannot process an application and cannot offer a tenancy.</p> <p>We may also carry out a credit reference check or ask applicants to provide evidence of their credit report. Therefore, we will ask applicants to sign a mandate confirming they are happy for us to carry out a credit reference check. Without this authorisation, we cannot complete a credit check.</p>
7.3	<p>The following information will be required:</p> <ul style="list-style-type: none"> • Proof of income i.e. three consecutive wage slips or student loan documentation dated within three months of the tenancy start date; • If applicable, proof of income or award notice dated within the past three months for any benefit payments including Universal Credit, Working Tax Credit and Disability Payments; • If relevant, employment details including contact person for reference purposes; • Details of current address including contact details of any current or previous landlords so we can seek tenancy references;

	<ul style="list-style-type: none"> • Bank statements at current address for the past consecutive three months; • Photographic ID – passport or driving licence;
7.4	We will use this information to assess how the applicant(s) meet our eligibility criteria. If an applicant(s) does not have all of the information detailed above, we will discuss with them what alternative information might be suitable, for example if someone does not have a current address.
7.5	Applicants must co-operate fully with any reasonable investigations needed to confirm the details of an application that we carry out or which is carried out on our behalf. If we subsequently find out that we have created a tenancy that has been the result of an applicant(s) knowingly or recklessly providing false information we will take action to end the tenancy.
7.6	In assessing affordability, we will look at the information provided in and supporting the application. Our assessment looks at whether an applicant can afford to pay the rent and other costs associated with a tenancy on an ongoing basis. As a general rule, applicants rent charge (excluding amenities such as parking) should not exceed 30% of their income.
7.7	<p>By way of illustration our assessment will consider:</p> <ul style="list-style-type: none"> • If the applicant is employed, or has a firm offer of employment, or another regular income. • If bank statements show evidence of returned or missed payments, unauthorised overdraft usage, using an overdraft over a long period of time to pay rent and other living costs, high levels of gambling, debt management programmes, payments to Sheriff Officers for arrears or use of short-term ‘pay-day’ or high interest lending. <p>We will not routinely accept guarantors. However, we will assess this on a case by case basis and may accept a guarantor where our other criteria are met, for example, a young person in their first tenancy who meets our other criteria.</p>
7.8	Whilst our policy aims to provide affordable accommodation for those in employment but unable to access other accommodation through home ownership or private rental, income does not have to be exclusively through employment and we welcome applications from all applicants whose household income meets our eligibility criteria. Income can include

	earnings, benefits or pension income. Applicants without regular income but who have access to significant capital funds may be considered.
7.9	<p>We will not make an offer of tenancy if:</p> <ul style="list-style-type: none"> • A landlord 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 record: or • An applicant is unable to provide evidence which shows their current financial position adheres to the required income / affordability criteria.
7.10	<p>If a tenant(s) has already been offered or accepted a tenancy agreement prior to the necessary reference checks being fully completed, we may choose to withdraw the offer or proceed with action where appropriate to end the tenancy where reference checks evidence that false or misleading information has been provided.</p> <p>We will only seek to recover a tenancy on this sole basis where it is within one month of the tenancy start date when the new information / evidence is made available.</p>
8	Income Thresholds
8.1	<p>The following criteria must be met by all mid- market rent applicants:</p> <ul style="list-style-type: none"> • We would expect that applicants should have a minimum annual income of £33,000 and a maximum annual income of £54,000. • Joint applicants' annual household income should not exceed 20% of the maximum income threshold above. <p>However, a full affordability assessment will be carried out to consider overall affordability for the property rather than just the level of income received.</p>
8.2	<p>We may exercise discretion to accept applicants who do not meet these income thresholds where there is little demand for a mid-market rented home following advertising and follow up enquiries. In such cases the thresholds permitted would not exceed a 20% difference and would not exceed 10% of overall lets per annum.</p>

8.3	As local housing needs fluctuate we may adapt the above criteria accordingly.
9	Priority for a Home
9.1	If an applicant has met our eligibility criteria in sections 7 and 8 above we will then prioritise applicants who are current tenants with a Scottish Secure Tenancy agreement.
10	Tenancy Agreements
10.1	<p>Tenancies will be let on a Private Residential Tenancy.</p> <p>The Private Residential Tenancy agreement is a legally binding contract. It sets out the rights and responsibilities of the tenant(s) as occupier(s) of the house and of the landlord.</p> <p>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.</p>
10.2	<p>The tenancy agreement includes:</p> <ul style="list-style-type: none"> • The term (duration) of the tenancy; • The rent payable; • Procedures for rent review; • The landlord's responsibilities for repairs and maintenance, covering structure and interior, installations, access and insurance; • The tenant's responsibilities for repairs and maintenance, covering miscellaneous repairs, notice of repairs, interior, neglect and gardens; • The tenant's right of succession and assignation, where applicable, and procedures for ending the tenancy; and • The tenant's rights to information and consultation.
10.3	Prospective tenants are required to pay one month's rent in advance plus a deposit equal to one month's rent prior to the agreed date of entry and set up monthly rent payments. The preferred method of payment is by Direct Debit on the 28 th of each month.

10.4	We will make all reasonable efforts to fulfil our part of the contract and we will expect the applicant to do the same. We will take action against any tenant who breaches any part of the tenancy agreement.
11	Subletting and Lodgers
11.1	Tenants cannot sublet their property or take in lodgers.
12	Keeping Pets
12.1	The tenant(s) will not keep any animals or pets in the premises without the prior written consent of the landlord. Any such consent will not be unreasonably withheld. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the premises, deterioration in the condition of common areas, nuisance either to neighbours or in the locality of the premises.
12.2	If pet(s) being kept in the premises cause any damage to the individual property or building, this may affect any deposit refund at the end of tenancy.
13	Policy Review
13.1	<p>This Policy is scheduled for review after one year and thereafter it will be reviewed every three years.</p> <p>This policy may only be changed or varied with the specific authority of Govan Housing Group Board. Following the first year, we will review this policy every three years. More regular reviews will be considered where, for example, there is a need to respond to new legislation or policy guidance. Reviews will consider legislation, performance standards and good practice.</p> <p>We will publish this policy on our website. A hard copy is available on request. Customers can also get a copy of the policy on tape, in Braille, in large print or in translation on request.</p>

14	Contact Us
14.1	<p>If you have any questions about this policy, you can contact us in the following ways;</p> <ul style="list-style-type: none">• Telephone: 0141 440 0308• Email: lettings@waterrow.co.uk• In writing: The Water Row Company, 246 Edmiston Drive Glasgow, G51 2YU• Website: www.waterrow.co.uk