



HOUSING MANAGEMENT
SUBLETTING POLICY
June 2026
June 2029

Policy:	Subletting Policy
Compliant with the Scottish Social Housing Charter:	Charter Outcome Ref No 1: Equalities Social Landlords perform all aspects of their housing service so that: "every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services". Charter Outcome Ref No 2: Communication Social landlords manage their businesses so that: "tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides." Charter Outcome Ref No 11: Tenancy Sustainment Social Landlords make sure that: "Tenants get the information they need on how to obtain support to remain in their home and ensure suitable support is available, including services provided directly by the landlord and by other organisations"
Compliant with New Regulatory Framework:	Regulatory Standards of Governance and Financial Management: Standards 3, 4 & 7
Compliant with Connected Communities/Customer Involvement Strategy	Yes
Compliant with Equalities and Diversity:	Equalities Impact Assessment completed.
Compliant with Business Plan:	Responsive Services,
Date Approved:	June 2026
Date for Review :	June 2031
Responsible Officer:	Director of Housing

1. PURPOSE

This policy sets out the conditions under which tenants of Paisley Housing Association's "The Association's" holding a **Scottish Secure Tenancy (SST)** may sub-let part, or all, of their property. It ensures compliance with legislation, protects housing stock, and promotes sustainable tenancies.

2. SCOPE

This policy applies to all tenants with a Scottish Secure Tenancy who request to:

- Sublet part of the property (lodger arrangements)
- Sublet the whole property

3. LEGAL FRAMEWORK

This policy is guided by the following:

- Housing (Scotland) Act 2001
- Housing (Scotland) Act 2014
- Equalities Act 2010
- Data Protection Act 1998
- General Data Protection Regulation 2016

Under legislation, SST tenants have a qualified right to sublet, subject to landlord consent.

4. DEFINITIONS

The following definitions are relevant to this policy:

- **Subletting:** Renting out part or all of the property to another person
- **Sub-tenant:** A person who rents from the tenant (not the RSL)
- **Lodger:** A sub-tenant occupying part of the home while the tenant remains resident
- **Consent:** Written permission from the landlord

5. GENERAL PRINCIPLES

Tenants must obtain written consent from the landlord before subletting

- Consent must not be reasonably withheld
- Sub-tenants have no rights to succeed the tenancy

- The tenant remains legally responsible for:
 - Rent payments
 - Property condition
 - Conduct of sub-tenants

6. SUBLETTING THE PROPERTY

6.1 Tenant Rights to take in lodgers

SST tenants may apply to take in a lodger for a specified time, provided:

- They remain living in the property as their only or principal home
- The tenant has lived in the property as their only, or principal home, for a minimum qualifying period of 12 months.
- The accommodation is suitable and not overcrowded.
- The tenant has submitted a written request providing the following:
 - Lodgers name and details
 - Relationship to tenant (if any)
 - Proposed living arrangements

6.2 Tenant Rights to sublet the whole property

SST tenants may apply to sublet the whole property for a specified time, provided:

- The tenant has lived in the property as their only, or principal home, for a minimum qualifying period of 12 months.
- The tenant intends to return
- The tenant continues to treat the property as their main home
- The tenant provides a valid reason for temporary absence
- The accommodation is suitable and not overcrowded.
- The tenant has submitted a written request providing the following:
 - Sub-tenants name and details
 - Duration of the arrangement
 - Reason for subletting
 - Forwarding contact address

6.3 Landlord Assessment

The Association will ensure that applications to sublet a tenancy are processed in accordance with legal provisions set out in the Housing (Scotland) Act 2001, Section 32 and Part 2 of Schedule 5, and the contractual terms contained within the Scottish Secure Tenancy Agreement. The Housing (Scotland) Act 2014 Section 12(2) introduced a

12 month qualifying and notification requirement to allow a sublet to be considered.

A Scottish Secure tenant can only sublet with the consent in writing from the Association.

The Association will accept written requests by letter/email. Requests should be made for the attention of the Housing Manager.

The landlord will consider the following:

- For a tenant to sublet the property, it must have been their only and principal home during the 12 months immediately before the date of their written request to sublet the property/part of the property to someone else.
- If the tenant was not the tenant throughout that period, the property must have been their only or principal home during those 12 months: and that the person who was the tenant at that time had notified the Association that the person who is now the tenant was living there.
- Where seeking to sublet the whole property, the tenant intends to be absent from the property for a minimum period of 3 months and a maximum of up to 12 months.
- Where seeking to sublet a part of the property, the tenant intends to continue living in the property for the duration of the sublet.
- The rent account of the principal tenant must be up to date, and there should be no outstanding housing related debt such as former tenant arrears, recharges or court expenses.
- The person the tenant wishes to sublet their tenancy to must be at least 16 years old.

Grounds for Refusal

The Association will grant the sublet unless there are reasonable grounds not to do so. The following are reasonable grounds for refusal:

- A Notice of Proceedings has been served on the tenant that specifies any of the Housing (Scotland) Act 2001, Schedule 2 Grounds 1-7
- An order of recovery of possession has been made against the tenant
- It appears that a payment or an unreasonable rent or deposit is to be received by the tenant in consideration of the sublet
- Consent to the sublet would lead to overcrowding as per the Association's Allocations Policy.
- The Association intends to carry out major repair work to the property which affects its accommodation

- The property is specifically designated to meet specific needs and the person the tenant wishes to sublet the whole or part of the house to does not have these needs i.e. wheelchair and significantly adapted property
- Where either the tenant or the person the tenant wishes to sublet to has given false or misleading information about their circumstances
- Where the proposed person the tenant wishes to sublet to has pursued a course of Anti-Social Behaviour, or has been convicted of using a previous tenancy for illegal or immoral purposes or has had an Anti-Social Behaviour Order granted against them or a member of their household within the last 3 years
- The tenant has outstanding arrears or any other housing related debt due to the Association
- The proposed sub tenant would not be given reasonable preference in terms of the Associations Allocation's Policy
- Consent to the sublet would lead to under occupation
- Where the proposed sub tenant wishing to reside has had a previous tenancy with the Association and has monies due and no arrangement in place or an arrangement has not been maintained for a period of 3 months
- Where the tenant has not held the tenancy for the preceding 12 months prior to the sublet request

This list is not exhaustive, and each case will be considered individually on its circumstances.

The Association will advise the tenant of either its consent or refusal and, in the case of refusal, the reasons for the refusal, **to the tenant in writing within 28 days of receipt of the application.**

Where the Association fails to inform the tenant within the timescales, permission is deemed to have been granted.

Monitoring of Sublets

The Association will may carry out tenancy audits and inspections to ensure that the sublet meets the requirements. The Association will also:

- Investigate suspected subletting or tenancy misuse
- Work with partner agencies to prevent fraud

7. UNAUTHORISED SUBLETTING

7.1 Definition

Unauthorised subletting includes:

- Subletting without written permission
- Letting the entire property while not residing there
- Charging rent without approval

7.2 Consequences

The Association may take action including:

- Legal enforcement action (including repossession)
- Recovery of unlawful profits
- Investigation for tenancy fraud

8. ASSOCIATION RESPONSIBILITIES

To ensure the Subletting Policy is applied consistently, and to ensure we provide a quality service for our customers, the Association's staff and Board members have clearly defined areas of responsibility.

The Board is responsible for:

- Approving the Policy

The Director of Housing will be responsible for:

- Reviewing the Policy
- Monitoring the performance of the policy

The Housing Manager will be responsible for:

- Considering appeals
- Authorisation of sublet requests
- Discretionary decisions
- Audit cases Monitor performance within timescales

The Housing Officers are responsible for:

- Processing applications for sublet requests
- Recording notifications received on the Association's housing system

The Housing Assistants are responsible for:

- Updating details on the Association's housing system

9. APPEALS

Tenants have a right of appeal. They can raise proceedings to the court by way of summary application.

Alternatively, a tenant can ask the Housing Manager to review the decision. Where the Housing Manager upholds the original decision, the tenant has redress through the Association's Complaints Policy

10. DATA PROTECTION AND GDPR

All personal data collected will be processed in line with the Data Protection Act 1998 and the General Data Protection Regulation (EU) 2016/679 (the GDPR).

11. EQUAL OPPORTUNITIES STATEMENT

This Policy complies with PHA's Equal Opportunities Policy and takes account of the Equality Act (2010). PHA recognises its pro-active role in valuing and promoting diversity, fairness, social justice and equality of opportunity by adopting and promoting fair policies and procedures.

The Association promotes equal opportunities and will not discriminate between persons on grounds of gender or marital status, on racial grounds, or on grounds of disability, age, sexual orientation, language or social origin, or of personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.

Further information can be found in our Equality & Diversity Policy.

12. REVIEW

This policy will be reviewed every three years to ensure:

- Legal compliance
- Best practice standards
- Fair and consistent application