

# L&Q Lodgers and Subletting Policy

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## 1. Policy Purpose

- 1.1 This policy explains how L&Q manages requests from residents to take in lodgers, sublet part or all of their home, (where permitted), or appoint a caretaker during temporary absences. It sets out the responsibilities of L&Q and residents, and the legal, regulatory and safety frameworks that govern these arrangements.
- 1.2 The policy applies across all L&Q homes but recognises the significant differences between tenure types. To provide clarity, this document is organised into clearly marked parts:
- **Part A: Tenants** – lodgers, partial-subletting, caretakers
  - **Part B: Shared Owners** – lodgers and exceptional full-home subletting
  - **Part C: Leaseholders** – subletting in line with lease conditions
- 1.3 The aims of this policy are to:
- Assist residents who wish to share their home to make appropriate decisions
  - Prevent unlawful subletting, fraud and misuse of social housing
  - Protect vulnerable residents
  - Help to ensure that building safety responsibilities are met
  - Provide a fair approach across tenures while respecting contractual differences
- 1.4 Where there is any conflict between this policy and a tenancy agreement, lease or head-lease, the contract takes precedence.

## 2. Scope and Exclusions

- 2.1 This policy applies to:
- L&Q general needs tenants (assured, secure, fixed term)
  - London Affordable rent
  - Intermediate rent, Rent to buy, London Living Rent, key worker services, and other non-social rented homes
  - L&Q shared owners
- 2.2 For L&Q leaseholders who own 100% of their home, please read Section 7 (Universal Prohibitions & Restrictions) and then go strictly to Part C (Section 13).
- 2.3 The following are excluded from this policy:
- Supported or sheltered accommodation

- Temporary accommodation
- Probationary/starter tenancies (until converted to full assured)
- Commercial or non-residential tenancies and leases
- **Live-in Carers:** A professional or family carer living with you to provide essential care is not considered a lodger under this policy. Please refer to our Supporting Residents with Additional Needs Policy for guidance on adding a carer to your household.

2.4 Residents must always check their tenancy agreement or lease, as some may contain specific restrictions. (See 1.4)

### 3. Legislation and Regulation

- Relevant legislation and standards include:
  - Housing Act 1985 & 1988 – Secure and assured tenancy provisions, including grounds for possession for breach of tenancy. Secure tenants have statutory rights to take in lodgers; subletting whole homes ends security of tenure.
- Renters' Rights Act 2025 – Reforms tenancy law in the private rented sector, including notice periods and grounds for possession; relevant where shared owners or leaseholders sublet their home.
- Prevention of Social Housing Fraud Act 2013 – Makes unlawful subletting of social homes a criminal offence and allows recovery of profits.
- Immigration Act 2014 (Right to Rent) – Requires landlords (including tenants who sublet or take in lodgers) to check that prospective occupiers have the right to rent in the UK.
- Homes England Capital Funding Guide (Shared Ownership) – Guidance on when housing associations may consent to shared owners subletting in exceptional circumstances.
- Regulator of Social Housing – Tenancy Standard – Expectations to prevent tenancy fraud and make best use of housing stock.
- Building Safety Act 2022 – Requires building owners to know who resides in higher-risk buildings. L&Q must be aware of subletting arrangements for safety management.
- Equality Act 2010 – We will apply this policy fairly and without discrimination, with reasonable adjustments where appropriate.

- 3.1 All legislation will be applied as amended. This policy also has regard to relevant good practice guidance from the Housing Ombudsman and other regulatory bodies.

## 4. Definitions

- 4.1 **Lodger:** A person who resides with you without exclusive possession of any part of the home. A lodger typically rents a room and shares living facilities (kitchen, bathroom) with your household. The lodger is a licensee (not a tenant of L&Q) and you are the licensor. They have no tenancy rights. You must continue living in the property with a lodger.
- 4.2 **Subtenant:** A person to whom you rent part of your home (or the whole home, where permitted) with exclusive use of that part (for example, a bedroom). A subtenant has a tenancy agreement with you. If you sublet your entire home without our permission, the person living there is still legally your subtenant, but you are in breach of your tenancy with L&Q and face legal action. A whole property may be sublet only if the contract allows it – for the purpose of this policy this applies only to full leaseholders.
- 4.3 **Statutory Overcrowding:** When a home has too many people living in it according to the standards set out in the Housing Act 1985 (Part X). This considers the number of rooms, floor space, and ages/genders of occupants.
- 4.4 **Caretaker:** A contact person who will hold keys for access, or may stay at your home temporarily to look after it, while you are away. The caretaker has no long-term rights and does not have a tenancy with L&Q. This arrangement requires L&Q's permission for an agreed period of time, after which you must return. (See our Absence from Home Policy, section 6, for full details.)
- 4.5 **Unauthorised Occupier:** A person residing in an L&Q property without L&Q's permission, or outside the terms of the tenancy/lease. This includes unapproved sublets or anyone remaining after you have moved out.
- 4.6 **Holiday Let/Short-term Rental:** Letting a property (or part of it) to paying guests on a temporary basis, through platforms like Airbnb. Such arrangements are prohibited for L&Q residents as they violate tenancy/lease terms.

Feature	Lodger	Subtenant
<b>Living Arrangements</b>	Lives with you.	Has exclusive use of a room/property.
<b>Your Access</b>	You can enter their room (e.g., to clean).	You generally need permission to enter their space.
<b>Legal Status</b>	Licensee (Less security).	Tenant (More security).
<b>L&amp;Q Permission</b>	Usually permitted for Tenants & Shared Owners.	Only if contract specifically allows (partial) and strictly prohibited for whole home (Tenants).

		Only by exception and with explicit permission (Shared owners).
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## 5. L&Q's Responsibilities

5.1 We will act in a fair and timely manner when you seek permission for lodgers or subletting. We will:

- Provide clear guidance on how to request permission
- Make decisions within a reasonable timeframe (typically 10 working days for straightforward requests)
- Not unreasonably withhold consent
- Remind you of your legal and contractual obligations (such as Right to Rent checks)
- Keep records of all approved lodger, subletting, and caretaker arrangements (tenants and shared owners)
- Monitor compliance with this policy
- Handle personal data in line with data protection laws
- Signpost you to sources of additional information

## 6. Resident Responsibilities

If you wish to take in a lodger, sublet part of your home, or have an approved caretaker, you must be aware of your responsibilities:

### 6.2 Permission and Information

- Obtain written permission from L&Q in advance of anyone moving in
- Provide accurate information in your application
- Right to Rent Checks: Under the Immigration Act 2014, you are legally responsible for checking that your lodger or subtenant has the right to rent in the UK. You must check their original documents (e.g., passport/visa), keep copies, and carry out follow-up checks if their permission is time limited.
- Mortgage lender – leaseholders/shared owners should notify their mortgage lender of any plans to sublet the home

### 6.3 Ongoing Compliance

- Continue to occupy the property as your only or principal home. (For an approved temporary absence, including caretaker arrangements, see our Absence from Home Policy)
- Remain responsible for all tenancy/lease obligations, including ensuring the lodger, subtenant, or caretaker does not breach any terms
- Not profit from the arrangement (Tenants & Shared Owners): Social housing is not for commercial gain. Any rent you charge a lodger must only cover a fair proportion of housing costs (rent, bills, etc.). **Leaseholders** (100% owners) may charge market rent unless their specific lease prohibits it.
- Not grant tenancy rights – lodgers should be on a licenced basis. You will need to add them to your household for occupancy records, but cannot add them to your tenancy.

#### 6.4 Notifications

You must check the following:

- Housing Benefit/Universal Credit/Council Tax – if claiming benefits or discounts, notify about the additional occupant and any rent being charged
- HMRC – declare income from lodgers or subtenants if required (See levels permitted under 'Rent a room' scheme)
- Home insurance provider – notify about lodgers or subtenants

#### 6.5 Managing the Arrangement

- Resolve disputes yourself – L&Q will not mediate disputes between you and your lodger/subtenant
- Notify L&Q of changes – if the lodger/subtenant moves out early or you want to add someone new (fresh permission required)
- Ensure they leave when required – it is your responsibility to ensure lodgers/subtenants vacate at the end of approved periods

6.6 You remain fully accountable for anyone you allow into your home. L&Q will take action against you for any breaches of your tenancy/lease. This may include withdrawing permission we have previously given (See 8.3).

## 7. Universal Prohibitions & Restrictions

7.1 **Universal Prohibitions (All Tenures)** The following are prohibited for **all** residents (Tenants, Shared Owners, and Leaseholders):

- **Commercial Use:** You must not use the property for commercial or non-residential business purposes.
- **Overcrowding:** You must not allow your home to become statutorily overcrowded by taking in lodgers or subtenants.
- **Unauthorised Assignment:** You must not allow anyone to take over your tenancy or lease rights without L&Q's written permission.

## 7.2 Short-Term Rentals & Holiday Lets (e.g., Airbnb)

- **Tenants: Strictly Prohibited.** You must not sublet your home (or any part of it) for short-stay or holiday purposes. This is a breach of your tenancy and will lead to legal action.
- **Shared Owners & Leaseholders: Generally Prohibited.** Most leases and tenancy agreements contain a covenant about the use of the property for any trade or business. Short-term holiday letting (e.g., Airbnb) would be prohibited. Some local authorities have restrictions in place regarding this use and where this applies L&Q will also not permit this.

## 7.3 Tenure-Specific Subletting Restrictions

### 7.3.1 Subletting the Whole Home:

- **Tenants: Prohibited.** You will lose your security of tenure.
- **Shared Owners: Prohibited** (except in exceptional circumstances defined in Part B).
- **Leaseholders: Permitted** (subject to the terms of your lease and the requirements in Part C).

# PART A – RULES FOR TENANTS (General Needs, Intermediate, & Market Rent) (8-10)

## 8. Lodgers and Part-Subletting

### 8.1 Who Can Have Lodgers

- 8.1.1 Most L&Q tenants are permitted to have a lodger to share their home, provided they obtain prior written permission. However, your rights to sublet a room (granting exclusive possession) vary significantly depending on your tenancy type.
- 8.1.2 Please identify your tenancy type below to understand your specific rights and restrictions:

- 8.1.3 **Secure Tenants:** These are typically older tenancies (often pre-1989). If you are a Secure Tenant, you have a stronger legal Right under the Housing Act 1985 to take in lodgers and to sublet part of your home. You must still obtain L&Q's written consent, which we will not unreasonably withhold.
- 8.1.4 **Assured and Fixed-Term Tenants (General Needs):** Most current L&Q tenancies are Assured. You are generally permitted to take in a lodger, but this is subject to our permission. You may only sublet part of your home if your tenancy agreement explicitly allows it.
- 8.1.5 **Intermediate Rent (IMR), London Living Rent (LLR), Rent to Buy (RtB), and Key Worker Services:**
- You are not permitted to take in a lodger (a person who lives with you and shares facilities) or sublet the property.
- 8.1.6 **Probationary / Starter Tenants:** You are not permitted to take in lodgers or subtenants during your probationary period. You may apply for permission once your tenancy converts to a full Assured tenancy.
- 8.1.7 **Excluded Homes:** Residents in supported housing, sheltered accommodation, or temporary accommodation are strictly prohibited from taking in lodgers or subletting.
- 8.2 **Conditions for Taking in a Lodger**
- 8.2.1 If you are eligible to take in a lodger, you must adhere to the following conditions:
- **Main Home:** You must continue living in the property as your only or principal home.
  - **Shared Facilities:** The lodger must share living facilities (such as the kitchen and bathroom) with your household. You must not grant them "exclusive possession" of any part of the home (e.g., putting a lock on their door that you cannot open).
  - **No Overcrowding:** Adding a person to your household must not cause statutory overcrowding. Where your household grows, any previous permission for a lodger will be revoked if this will cause statutory overcrowding. (See our Allocations policy for occupancy levels).
  - **No Tenancy Rights:** You must not grant the lodger an Assured Shorthold Tenancy. They must be on a "License to Occupy" (Lodger Agreement). This ensures they do not acquire long-term rights to your home.
  - You cannot classify an occupier as a 'lodger' if you move out of the property. If you are not living there as your main home, the law may treat the occupier as a tenant with tenancy rights, regardless of what written agreement you signed. This would be a breach of your tenancy with L&Q (See 8.4).

- 8.3 **Subletting Part of the Home** Where your tenancy permits **part-subletting** (giving a tenant exclusive use of a room):
- You must strictly follow the rules in your tenancy agreement.
  - You remain responsible for the behaviour of the subtenant.
- 8.4 **Universal Restriction on Subletting the Whole Home - Strictly Prohibited:** No tenant (regardless of tenure type) is permitted to sublet their **entire** home. If you move out and sublet the whole property, you lose your security of tenure, and L&Q will take legal action to recover possession of the property.
- 8.5 **Housing Need Applications:** Please note that your lodgers and subtenants are not considered part of your household for the purposes of Transfer or Mutual Exchange applications. You will not be awarded 'overcrowding' priority for occupants you have voluntarily chosen to move in with you.

## 9. Grounds for Refusing Permission (Tenants)

- 9.1 We may refuse a request to take in a lodger, subtenant or caretaker if certain conditions are not met. Common grounds for refusal include:
- Entire property subletting (Tenants) – tenants cannot sublet the whole home. A tenant found to have sublet their whole home has lost their security of tenure, and we will start legal action to repossess the property.
  - Holiday lets and short-term rentals – we will not approve short term rental arrangements of any kind. For example, via Airbnb, HomeAway or similar platforms.
  - Overcrowding – if adding a lodger/subtenant would result in statutory overcrowding
  - Anti-social behaviour concerns – if we have evidence the proposed lodger/subtenant is likely to cause ASB/nuisance, or legal action is being taken against you for ASB.
  - Property condition/works – if the property is subject to major works incompatible with additional occupants. For example, if the current occupants are due to be temporarily or permanently rehoused.
  - Safety checks out of date – You must have given access so that any safety check that must be carried out is in date (Gas safety, Electrical safety etc).
  - Legal action on tenancy/lease – if you are subject to any legal action or enforcement by L&Q.

- Rent or service charge arrears – Permission is typically refused if you have significant arrears. However, we will consider requests where taking in a lodger is a key part of an agreed repayment plan to clear the arrears.
- Conflict with other policies – if the arrangement would violate another L&Q policy or where there are safeguarding/welfare/community impact concerns

9.2 If we have refused permission, we will notify you of this, and will clearly state the reason for the refusal.

9.3 Withdrawal of permission: We reserve the right to withdraw permission after it's been granted if there is a tenancy breach, or if your circumstances change significantly.

## 10. Caretaker Arrangements (Tenants Only)

10.1 We recognise that you may occasionally need to be away from your home for an extended period, but the property is to remain your principal home and you do not wish to give up your tenancy. In such circumstances, we may allow a caretaker arrangement.

10.2 This is a temporary, time-limited arrangement whereby someone (often a friend or family member) visits, or lives in the property, to look after it while you are away. Key points:

- Permission is always needed in writing before the absence begins
- Approved reasons include short-term work postings, urgent caring duties, study, Armed Forces deployment
- Arrangements typically last up to 6 months (12 months in very exceptional cases)
- You keep all responsibilities for the tenancy and home: paying rent, safety visits
- The caretaker has no tenancy rights
- You must return by the agreed date, or agree next steps with L&Q

10.3 For full details on caretaker arrangements, see our Absence from Home Policy.

## PART B — RULES FOR SHARED OWNERS (11–12)

### 11. Lodgers (Shared Owners)

11.1 Shared owners may take in a lodger while living in the home, subject to the following:

- You must remain resident in the property at all times. For clarification on the distinction between a Lodger and a Subtenant, please see **Section 4 (Definitions)**.
- Obtain written consent from L&Q first
- Charge only enough to help with mortgage, rent and bills – no profit-making
- All rules in section 7 apply

## 12. Full-Home Subletting (Exceptional Circumstances Only)

- 12.1 Shared ownership leases are built for owner-occupation, so full subletting is generally prohibited. L&Q may grant time-limited consent only where there is a genuine, unavoidable need and the request meets the criteria in this section.
- 12.2 In line with the Homes England Capital Funding Guide (Chapter 1, paragraphs 5.3.21–5.3.22), we apply three principles when reviewing requests:
- The reason for subletting must genuinely stem from an unavoidable need and not be primarily for speculation or gain
  - The arrangement must be for a fixed period, during which you retain ownership of the lease
  - You must obtain your mortgage lender's consent, where required
- 12.3 We may give consent where you can evidence one of the following grounds:
- **Caring duties** – you are the next of kin or sole carer of an immediate relative and need to be close by to provide full-time care (of at least 30 hours a week)
  - **Employment or job relocation** – including serving Armed Forces personnel whose tour of duty requires them to be at least fifty miles or a ninety-minute journey from their usual home
  - **Building safety remedial work** – the property cannot be sold or mortgaged, or the works are likely to last over 12 months
  - **Financial difficulty** – where this is putting your home at risk; we may consider subletting as one option alongside other support
- 12.4 You must provide evidence supporting your reason and details of the rent you propose to charge. Rent should aim to cover your costs (mortgage, rent, service charges and reasonable letting costs) and be in line with the comparable local market. Without supporting evidence, we will not give permission.
- 12.5 The term of any approved sublet depends on your circumstances:

- **Job relocation or caring duties** – a fixed term agreed by L&Q based on your individual circumstances, at the discretion of the Director or Head of Homeownership
  - **Building safety issues** – a rolling arrangement until L&Q gives you at least six months' written notice. To comply with the Renters' Rights Act 2025, this notice period will not begin until the end of your first twelve months of subletting
- 12.6 Once any required remedial works are complete, a compliant EWS1 certificate is obtained, or an inspection confirms the building can be marketed for sale, you may continue subletting until L&Q gives you written notice (a minimum of six months' notice, after the initial twelve-month period).
- 12.7 Once notified, you must either market the property for sale, move back into the property, or staircase to 100% ownership. L&Q may grant a discretionary twelve-month extension to allow time to find a buyer or give notice to your tenant. No further extension will be granted, except in exceptional circumstances and at the discretion of the Director or Head of Homeownership.
- 12.8 If permission is granted, the following conditions apply:
- You remain the leaseholder and meet all head-lease duties
  - You provide us with up-to-date contact details where you can be reached while you are away
  - You obtain any required lender consent
  - **Tenancy Agreement:** You must grant an Assured Periodic Tenancy Agreement to your tenant. No other tenancy types will be allowed.
  - As landlord, you must comply with private rented sector laws, including safety obligations
  - Your tenant's behaviour remains your responsibility
- 12.9 Standard administration and legal fees apply for processing subletting consents. From 1 April 2024, fees are waived for shared owners who cannot sell their property due to the building safety programme (where there is no B1+ EWS1 certificate or compliant fire risk assessment/PAS inspection).
- 12.10 By subletting your home, you become a landlord. The law in regards to tenancies changed on the 1<sup>st</sup> May 2026 and it may become more difficult to end a tenancy and recover possession of your property. L&Q cannot help you evict your subtenant. We strongly recommend you seek independent legal advice before becoming a landlord.

## PART C – RULES FOR LEASEHOLDERS (13)

### 13. Leaseholders – Underletting

13.1 Most leases permit subletting, though some forbid it. Always read your lease first.

#### 13.2 If Your Lease Allows Subletting

13.2.1 Send L&Q the underletting notice or form, pay any stated fee, and provide:

- Your tenant's name and tenancy dates
- A copy of the Assured Shorthold Tenancy or your managing agent's details
- Keep your service charge account clear

13.2.2 You must:

- Ensure your tenant follows every head-lease rule (ASB/noise, waste, fire safety, no holiday-let turnover)
- Tell your insurer the flat is tenant-occupied and meet any extra conditions
- Check with your mortgage provider where applicable
- Ensure your contact details are up to date with us

#### 13.3 If your Lease permits subletting with consent (Qualified Covenant)

L&Q will generally grant consent unless:

- The lease or an external covenant prohibits subletting
- You have serious arrears or persistent breaches
- The plan is short-stay, or otherwise breaks planning rules

#### 13.4 If your Lease strictly prohibits subletting (Absolute Covenant)

13.4.1 You may apply for a formal lease variation. We may be able to agree if neighbours are not adversely affected (legal fees will apply).

#### 13.5 Fee Waiver for Building Safety Cases

13.5.1 From April 2024 we waive registration/consent fees where you need to let because cladding or similar issues prevent a sale.

13.5.2 You remain liable for charges, insurance, and any nuisance your tenant causes. Unregistered or prohibited subletting is a breach of lease and may trigger enforcement.

- 13.6 By subletting your home, you become a landlord. The law in regards to tenancies changed on the 1<sup>st</sup> May 2026 and it may become more difficult to end a tenancy and recover possession of your property. L&Q cannot help you evict your subtenant. We strongly recommend you seek independent legal advice before becoming a landlord.

## 14. Monitoring and Controls

- 14.1 L&Q will monitor compliance with this policy through:
- Regular reviews of approved lodger, subletting and caretaker arrangements
  - Tenancy audits and occupancy checks to detect unauthorised arrangements
  - Investigation of reports of suspected illegal subletting or holiday lets
  - Recording and tracking refusals and withdrawals of permission
  - Analysis of trends (e.g., increase in certain types of requests)
- 14.2 We will take enforcement action where we identify breaches, including for tenancy fraud. This may include legal action for possession, criminal prosecution under the Prevention of Social Housing Fraud Act 2013, and recovery of profits.
- 14.3 This policy will be reviewed at least every three years, or sooner if required by legislative change.

## 15. Equality, Diversity and Inclusion

- 15.1 L&Q is committed to treating all residents fairly and equally in applying this policy. We conducted an Equality Impact Assessment when reviewing this policy and found no evidence of adverse impact on any protected characteristic group.
- 15.2 We have considered household composition in line with our Allocations policy, including ages for sharing rooms, to ensure this policy does not contribute to overcrowding.
- 15.3 We are able to make reasonable adjustments where appropriate. For example, providing information in alternative formats or considering individual circumstances that may affect someone's ability to understand or comply with requirements.
- 15.4 Throughout this policy, we have outlined specific circumstances where this policy may assist residents, or where we may be able to make an adjustment. This includes adjustments for shared owners, and signposting to caretaking arrangements. Our approach is designed to take into account individual circumstances and support needs while ensuring fair and consistent application of the policy.

## 16. Communication

- 16.1 This policy will be published on the L&Q website and made available to residents on request. Associated information will be provided in line with any requests. For example, what information we need from you to add a household member.
- 16.2 We will publish this policy internally for colleagues, alongside associated procedures and guidance. Staff will receive appropriate training to implement this policy consistently.
- 16.3 Complaints regarding the application of this policy will be managed in line with our Complaints Policy.

## 17. Policy controls sheet

**Date of approval:** 03/03/2026

**Approved by:** Customer Group – following January 2026 meeting and circulation

**Effective date:** 03 March 2026

**Next Review date:** January 2029

**Policy owned by:** Director of Housing Management; Head of Home Ownership

**Associated documents:** Tenure Policy, Absence from Home Policy, Anti-Social Behaviour Policy, Allocations and Lettings Policy,

Date	Main Change	Key Points
28/04/2026	Section 12 amendment (Renters' Rights Act 2025)	<ul style="list-style-type: none"><li>Section 12 (Full-Home Subletting) updated by the Head of Homeownership ahead of the Renters' Rights Act 2025 commencement, to set out the new framework for term lengths and notice periods for shared owners subletting under exceptional circumstances. Section 3 (Legislation) updated to reference the Act. No other sections amended.</li></ul>
15/01/2026	Full Review & Restructure	<ul style="list-style-type: none"><li>Structure: Policy split into three distinct parts (Tenants, Shared Owners, Leaseholders) to prevent confusion. Added "Universal Prohibitions" section.</li><li>Holiday Lets: Explicit prohibition of short-term rentals (e.g., Airbnb) for all tenures.</li><li>Definitions &amp; Scope: Clarified "Lodger vs Subtenant" and "Secure vs Assured" rights. Explicitly excluded "Live-in Carers" from scope.</li></ul>

		<ul style="list-style-type: none"><li>• Shared Ownership &amp; Building Safety: Removed blanket 12-month subletting limit (now merit-based). Introduced fee waivers for residents unable to sell due to building safety issues.</li><li>• Intermediate Rent: Clarified that IMR tenants may have lodgers but cannot sublet.</li><li>• Arrears: confirmed lodgers will be considered if part of a repayment plan.</li><li>• Alignment: Aligned Caretaker rules with the Absence from Home Policy.</li></ul>
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