



Lender Briefing

Private Sector Leasing

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FOREWORD BY CLLR CHRIS PENBERTHY

Private Sector Leasing (PSL) has played an important role in most Local Authorities ability to house those people who find themselves in housing need. It has substantially improved the standard and capacity of temporary accommodation over the last few years, and means that families are placed in more suitable accommodation. PSL has also been used to help Local Authorities tackle the huge number of long term empty homes.

Leasing private sector property continues to play a big role in Plymouth's and other Local Authorities' strategies as the need to increase access to accommodation for those in housing need continues to grow.

PSL is a good scheme for all , as it provides good quality accommodation for those in need, a steady guaranteed income for the owner, which in turn provides security for the lender, saves the tax-payer money and provides a valuable tool for the local authority to bring an empty home back into use.

This lender briefing goes a long way to demonstrate the benefits of private sector leasing for the lender.

Plymouth City Council actively supports PSL and would like to encourage expansion of this market to meet local needs.

Cllr Chris Penberthy
Cabinet Member for Co-operatives, Housing
and Community Safety
Plymouth City Council



INTRODUCTION

Purpose and scope

This *Briefing* has been developed by the Empty Homes Network (EHN), an organisation launched with the support of government to help facilitate the delivery of empty property strategies.

It is designed to help mortgage lenders understand the benefits and risks associated with Private Sector Leasing (PSL) Schemes.

Our companion *Practice Notes* document indicates how leasing schemes can be configured for the mutual benefit of leasing organisations, owners and lenders.

What is Private Sector Leasing?

Private Sector Leasing is where a social housing provider - normally a local authority or housing association - leases a privately owned dwelling for a number of years and sub-lets it to the residential occupant. There are similarities with “company lets”, but also significant differences.

Terms used

For the sake of simplicity, “owner” or “borrower” are used to indicate mortgagor and lessor, “leasing organisation” is used to indicate the council, housing association or other body leasing the owner’s dwelling and “lender” is used to indicate a mortgagee. Where used in regard to a leasing arrangement, the word “tenant” **always** refers to the leasing organisation whilst the term “sub-tenant” is used for the occupant of the property.

Legal framework

1. The **lease** is the legal instrument whereby the leasing organisation becomes the **tenant** of the private sector owner.
2. Under the terms of the loan, the lender should give consent to the owner to enter into the arrangement.
3. The leasing organisation sub-lets the leased property to its own nominees. The sub-lease is via a non-secure form of residential occupation agreement (discussed further below) meaning possession can be regained quickly.

It is worth emphasising that the **tenant** in the case of a leasing scheme is an organisation not a person. The occupier (i.e. the sub-tenant) is less relevant to the owner and lender as the leasing organisation holds the legal obligations.

BACKGROUND

Private Sector Leasing schemes are not new. They have been around since changes to legislation made in the late 1980s. They have been used extensively and continuously since then, primarily by local authorities, to secure homes for use as temporary accommodation (i.e housing those awaiting permanent social housing, such as a council house).

For most of this long period, most lenders have been happy to allow owners to lease their properties to PSL schemes.

But a number of things have changed recently. Firstly, the Coalition government committed itself to doing more about empty homes. It has allocated over £200million of funding to empty homes schemes since 2010. The driver for this project is the sheer volume of empty properties across the UK which currently stands at over 700,000 - a large percentage of which are mortgaged.

Many successful bids for the above funding were predicated on the leasing of properties. This has increased the number of leasing schemes in existence.

From the owner side, difficulties in the housing market have meant that in areas of low demand, some buy-to-let investors have turned to leasing schemes as a solution for their hard-to-let/hard-to-sell property

Both these factors increase the volume of homes being put forward by borrowers for leasing schemes.

At the same time, following the financial crisis, lenders have developed sensitivities about the management of their mortgage portfolios. There is growing evidence that it has become harder for some borrowers to obtain the necessary consents from lenders.

There seems to be no actuarial evidence from decades of experience to suggest that leasing schemes present any particular risks to lenders. Instead, the issue for lenders seems to be that PSL schemes are seen as “non-standard” during a period when they are understandably risk averse.

The difficulties experienced by lenders in accommodating non-standard models are not necessarily appreciated by customers. In this document, EHN aims to help lenders get a better understanding of what leasing schemes are about and to spell out some of the benefits for all concerned - lenders, owners, leasing organisations and the wider community. Our companion *Practice Notes* spells out in more detail how leasing organisations and lenders can work together to secure those benefits.

PROFILING PSL SCHEMES

Introduction

One of the reported concerns of lenders is that leasing schemes are all different. This diversity is more apparent than real, as we show below. And even within this limited range of schemes, from the lender's point of view, the most important features are shared in common.

Annex A lists the main variables that can be used to profile PSL schemes and that might be used as the basis for a database or catalogue of individual schemes.

Drivers

Leasing organisations have four main drivers for establishing PSL schemes:

1. **Meeting housing need:** the majority of PSL schemes have been set up to meet housing need. They provide an alternative to bed-and-breakfast accommodation for households waiting their turn to be rehoused in council or housing association homes. Sometimes PSL homes can be used to *prevent* homelessness, i.e. before a local authority has any duty to accommodate a household.
2. **Tackling empty homes:** some schemes have been set up primarily to address the problem of empty home. In this case the leasing organisation focuses on leasing longer-term empties to bring them back into use. Government funding since 2011 has encouraged a number of schemes to be set up to achieve this.
3. **Training and rehabilitation:** a small number of schemes have been established recently by charitable organisations to use the process of refurbishment as an opportunity to train young people or other disadvantaged groups, helping them find employment down the line.
4. **Area regeneration:** rarely, schemes are set up as a strategic response to the problems caused by a failing housing market in a particular neighbourhood. Refurbishing and re-occupying some properties can help a neighbourhood turn the corner.

Numerically and historically schemes of type 1, i.e. those that address housing need, have been easily the most prominent. These “temporary accommodation” schemes have sometimes involved hundreds of properties. They preponderate in areas where there is the most pressure on housing, for example in London.

Recent Government funding has seen a significant increase in the number of schemes (but not necessarily the number of properties) associated with schemes of type 2 and 3.

Schemes of type 4 (focusing on area regeneration) are few and far between and by definition have a particularly local character.

There are significant overlaps between these four flavours of scheme. For example, schemes that fall within all four categories are universally used to accommodate those in housing need so that, whatever the initial driver, the position after the property is refurbished and re-occupied is likely to be the same in every case. Indeed, where a charity is involved in refurbishing an empty home, the lease itself is often held by a housing association or council.

Funding aspects

Schemes falling within categories (2), (3) and (4) can be expected to offer funding to pay for refurbishment, whether as a loan or grant.

Where the government or the Homes and Communities Agency make grants available they are likely to set targets and attach criteria to the funding. These do not directly affect lenders.

The profile of leasing organisations

Leasing organisations are “blue chip” bodies such as:

1. Local authorities
2. Housing associations (“Private Registered Providers”)
3. Registered charities

The large majority of leased homes fall within schemes that are run by local authorities and housing associations which are not only regulated but have substantial assets - normally running into hundreds of millions of pounds.

Registered charities, whilst possessing fewer assets, are nevertheless well regulated. Moreover, nearly all of them will be receiving grant from the government’s Empty Homes Programme and will therefore have been through a recent process of due diligence to establish their eligibility for funding.

Further details

Annex A lists the key variables that can be used to profile leasing schemes.

Annex B outlines the profiles of owners and borrowers.

BENEFITS OF PSL SCHEMES

The benefits to owners

PSL schemes are popular with owners because they offer the following benefits:

- The rent is guaranteed for the period of the lease by a “blue-chip” tenant.
- There is no exposure to voids.
- There are no unpredictable charges eg letting agent fees following an unexpected change of tenant.
- Standards of management are high and there is no risk of the leasing organisation disappearing with the owner’s money.
- The risk of damage to the property not being covered by a deposit is avoided, as the leasing organisation guarantees the condition of the property at the end of the lease.
- The leasing organisation may have funding to enable the property to be refurbished. This can be hassle-free as the upgrade may be managed by the leasing organisation; and in some cases the funding is interest free and not subject to the same constraints as commercial lending.

In short, leasing schemes offer owners an option that minimises hassle and worry.

Annex B gives a fuller picture of the circumstances most likely to encourage owners towards leasing schemes.

The benefits to lenders

The main benefit to lenders is that, in PSL schemes, the leasing organisation has the **same interest as the lender i.e. to protect the lender’s asset**. For example:

- High standards of property condition are required. Where a home doesn’t meet those standards the leasing organisation will either upgrade the property itself* or require the owner to upgrade the home to the necessary standards.

* As a minimum homes are likely to be brought to the “Decent Homes Standard” and they will be free of Category 1 hazards under the Housing Health and Safety Rating System, meaning that the local authority will not take enforcement action.

- Many PSL schemes offer funding for refurbishment where an owner might be struggling to raise finance via normal commercial routes. This form of “property rescue” offers significant protection to the lender by replacing a deteriorating asset with an improved one.
- Leasing organisations warrant to fulfil their own repairing obligations and will also insist on owners fulfilling the “landlord obligations”. Lenders can therefore assume that leased properties will be readily saleable or lettable for the duration of the lease.
- Leasing organisations will either take out buildings insurance themselves or will require the owner to do so, inspecting the relevant policy annually.
- Leasing organisations will be strongly incentivised to keep properties occupied, minimising the risks associated with voids, such as squatting, vandalism, undetected water leaks and so on.
- Lenders can use the lease to exercise greater control than would be available in a normal letting. For example they could require that rent is paid direct to them in the event of mortgage arrears.
- Lenders can be confident that their borrower is receiving an income from the leased property (ie it is not standing empty).
- Lenders can be confident that the property is being managed by reputable, regulated organisations.

Sometimes PSL schemes can have more pervasive benefits. For example, a scheme that is aimed at helping regenerate an area can support property values across that entire area, protecting the interest of many lenders across many properties.

Lenders can also benefit directly by passing repossessed properties into PSL schemes for a period of time, avoiding crystallizing the losses cases of negative equity.

The benefits to communities

The “drivers” described for leasing organisations all benefit local communities. Some of the benefits such as tackling eyesore properties are high-visibility.

Schemes that house those threatened with homelessness, train young people or provide employment or bring long-term empty homes back into use also receive positive press coverage at a local level and are much appreciated by the host communities.

LENDER FLEXIBILITY

Summary

The benefits of PSL schemes to owners and lenders are only available if the reasonable needs of leasing organisations are also met. There are four requirements of leasing organisations that may fall outside of the parameters applied to mainstream Assured Short-holds, as discussed next.

Adequate length of lease

The single most important requirement is that there is an **adequate length of lease**, for the following reasons.

1. Taking a property into a PSL scheme involves a considerable investment of resources, such as legal fees and the time spent in negotiations, inspections and specifications of works. The lease needs to be of sufficient duration to apportion these overheads at a reasonable rate.
2. Similarly, there may be a void period at the end of the lease that is too short to allow the leasing organisation to re-let the dwelling or during which the leasing organisation may be redecorating the property ready for hand-back. These overheads too need to be apportioned over the lease, bearing in mind the obligation of the leasing organisation to pay the rent during void periods.
3. Where it has invested money in the property, the leasing organisation may expect to recover some of this from the rental stream, which it will control. The lease needs to be long enough to allow for this to happen. For example if a leasing organisation spends £15,000 on refurbishment it may want a five-year lease, recovering £3,000 p.a. from the owner.

Lower mortgage cover

The various guarantees offered by leasing organisations are often reflected in lower levels of rent to the owner.

Because there are no void periods, no risk of rental arrear, no management fees, no unforeseen charges and no likelihood of tenant damage exceeding the deposit, the EHN believes that lenders are justified in routinely accepting a lower level of mortgage cover with PSL schemes than they otherwise would - 100% for example.

Sub-letting to people on benefits

Borrowers may be prohibited from letting to people on benefits. Leaving aside whether such a prohibition is warranted in principle, it would not in any case apply to a lease in a PSL scheme as **the leasing organisation (i.e. the tenant) would not be on benefits.**

However all parties would need to be clear that the **eventual occupants** of the property under the tenancies or licences granted by the leasing organisation might be on benefits.

Protecting the investment

Where a leasing organisation invests in refurbishing a property, it will need to be confident of recovering its investment somehow. If the lease length allows it to do so over the period of the lease, via deductions from the rental stream, then that is likely to be satisfactory in the majority of cases. But this in turn depends on the mortgage lender agreeing to a lease of sufficient length, otherwise the leasing organisation might be forced back onto taking a second charge.

It is usually possible for lender and leasing organisation to negotiate a solution that meets both their needs as the refurbishment does ultimately protect the lenders' asset.

Form of sub-tenancy

Another aspect which may unnecessarily perplex lenders is the form of occupation agreement. These can be one of the following

- Assured Short-hold Tenancies (not available to local authorities)
- Non-Secure Tenancies (only available to local authorities)
- Licences

This is not the place to discuss these in detail. Suffice it to say that, of these, the Assured Short-hold Tenancy actually gives a tenant the **most** security. For example a Non-Secure Tenancy is a common law arrangement where the normal notice period would be one month rather than the two months of an AST. Lenders that normally insist on ASTs need have no concern about these other options.

In any case, if the lease is determined, the occupier by definition can no longer have occupation rights as the leasing organisation cannot grant rights it does not itself possess.

Whereas a residential occupier has the option of holding over and requiring court action to obtain vacant possession, there is no realistic likelihood of a reputable leasing organisation behaving in a comparable manner.

PRACTICAL RESPONSES

Narrowing down the issue

A common complaint by lenders is that PSL schemes are too varied and “complicated”, making it hard to accommodate them within standard procedures or, in the worst case, even properly to evaluate what is being proposed.

In reality, as we have shown, the range of existing schemes and organisations is actually quite small, the principles relatively simple, and the points of departure from normal AST arrangements limited, clearly defined and likely to benefit the lender. The difficulty is more apparent than real and perhaps stems mainly from a lack of familiarity.

Minimising risk

The separate *Practice Notes* that accompany this *Briefing* discuss approaches to risk minimisation in much more detail, examining specific scenarios and offering some simple, practical suggestions to protect lenders’ interests.

“Due diligence” checks on leasing proposals can be harder because the lease models in use are bespoke: even if the terms are the same, the language in which they are expressed may vary. But the task can be made easier by working from a list of the main protections and rights that lenders could reasonably expect to see included in any lease to secure their interests:

- a clear and appropriate allocation of repairing responsibilities between the owner and leasing organisation
- the right of the leasing organisation to carry out works in default should the owner fail to carry out landlord repairs
- the right of the lender to have some or all of the rent paid direct to them should the mortgage move into arrears
- the right of the lender to require the leasing organisation to relinquish the lease if the mortgage arrears reach a certain level
- robust provisions to ensure that buildings insurance is in place
- a requirement that the sub-lease (ie to the occupant) will be on the basis of a non-secure occupation agreement

With suitable protections in place, a lease can offer many advantages over an uncontrolled letting by the owner under an AST -as spelt out in **Annex C**.

SUMMARY

A typical PSL scheme involves a well-regulated organisation, normally with a very substantial asset base, taking on a tenancy of a property for a number of years. During that time an owner and a lender can enjoy a high degree of confidence in

- the security of the income stream generated by the property
- the standards of management day-to-day
- the condition of the property.

The benefits of such arrangements are readily apparent. Moreover, private leasing has been tried and tested over many years, so there is a body of experience indicating that the model works without detriment to lenders.

With some simple protections incorporated into the lease, a lender can enjoy these benefits without relinquishing ultimate control where circumstances demand it, even to the point of gaining direct access to the income stream in some circumstances. In short, PSL schemes enhance the security of lenders' assets.

Accordingly, where customers approach lenders for permission to bring their homes into leasing schemes, lenders have many reasons to look on these requests favourably.

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David Gibbens

ANNEX A - SCHEME PROFILE INFORMATION

1. Name of organisation:
2. Type of organisation:
 - Local authority
 - Housing association
 - Registered charity
 - Other [please specify]
3. Contact details [name, job-title, email, telephone etc]
4. Scheme solicitor contact details [name, firm, email telephone]
5. Local authority area(s) in which scheme runs*
6. Purpose for which scheme set up
 - Primarily to meet housing need
 - Primarily to bring scattered individual empty homes back into use
 - Primarily to secure area regeneration
 - Primarily to help with training, employment or resettlement
7. Date scheme established
8. Amount of funding†, if any, from government empty homes programme
9. Source of government funding (if any)
 - Homes and Communities Agency
 - Department of Communities and Local Government via Tribal
10. Number of units funded
11. Current number of units in management
12. Target number of units in management
13. Minimum period empty (where applicable)
14. Intended to accommodate (indicate all that apply)
 - Households owed a homelessness duty by local authority
 - Households at risk of homelessness (homelessness prevention)
 - Other households in housing need
 - No housing need criterion
15. Default occupation agreement
 - Assured short-hold (AST)
 - Non-secure tenancy
 - Licence

* Applies to schemes run by housing associations across multiple local authorities, or consortia of local authorities.

† Note that there will be schemes where some units will be funded by the Homes and Communities Agency or the Department of Communities and Local Government but other units will not eg where empty homes funding has been added to an existing scheme.

ANNEX B OWNERS AND PROPERTIES

Introduction

This section is intended to help lenders get a sense of the range of owners and properties that come into PSL schemes.

Owners

The circumstances of owners who are attracted to PSL Schemes vary widely, from those that are in negative equity to those with 100% equity, from new business to existing business, from buy-to-let landlords to “accidental” landlords.

But the diversity should not be allowed to obscure an important common factor: all these owners will have chosen the leasing option as the best fit for their particular circumstances and they will go in with their eyes open.

Moreover, even within the diversity, some clear patterns emerge. These reflect the fact that PSL schemes offer a trade-off between a hassle-free arrangement that offers security for the asset against a reduced gross income. (Given the lack of management charges and voids, the *net* income may actually be higher).

Existing business - residential owners

The most common scenario - and particularly in areas of higher housing demand and higher rents - is that borrowers are “**existing business**” with **residential mortgages**, where circumstances may have changed since they acquired the property.

Probably the most common scenario is where a couple who both own properties wish to live together whilst retaining both properties. That might be because one of the homes is in negative equity, or as an investment or as a fall-back in case the partnership breaks down.

Other very common scenarios are where

- the property is inherited
- the owner is working away for a period of time
- an owner whose original mortgage was residential but has subsequently let the home has had a bad experience with a private sector letting agent or previous tenant.

Buy-to-let owners

It is rarer, but certainly not unknown, for portfolio landlords to acquire properties specifically to put them into PSL schemes. This is most likely to occur where properties are a particularly cheap to acquire and the differential between PSL rents and market rents is low. It would be rare in most areas of high demand.

More common would be buy-to-let landlords responding to changed circumstances. For example, they might have plenty of equity, a low mortgage and a decent salary: after a period of active engagement with their property portfolio, they might find the sacrifice of some notional gross income in exchange for the peace-of-mind associated with a leasing arrangement an attractive option.

In some areas, weak housing markets might drive buy-to-let owners towards leasing schemes, for example where it is difficult to let or sell properties.

Finally, buy-to-let owners might also find themselves with insufficient resources to bring their properties to a readily lettable condition: a leasing schemes offering access to finance or with the ability to refurbish the property directly could solve the problem.

This situation could arise anywhere but anecdotal evidence suggests it is most likely in areas with historically low house prices, where the threshold for entering the market when mortgages were easily available was lower.

The profile of properties

As with owners, it is difficult to generalise about the range of properties that might be brought into a PSL scheme. A dwelling might have been occupied by an owner right up to the commencement of the lease or it might have been empty for ten years. It might be in tip-top condition and ready to sell or let or might require thousands of pounds to be spent on refurbishment. It might be a flat or a house...and so on.

That said, it would be unusual for a larger House in Multiple Occupation to be leased; similarly with high-value properties. Two- and three-bed houses form the majority of leased stock and normally towards the lower end of the market.

ANNEX C LEASE VERSUS ASSURED SHORT-HOLD

Lenders normally stipulate that borrowers should use Assured Short-hold Tenancies if they are letting their homes. Normally, lenders do not exercise any control over individual lets except via mortgage conditions that the borrower may or may not comply with. The “uncontrolled” AST let is a key reference point against which to compare a tenancy held by a leasing organisation under a PSL lease approved by a lender.

Feature	AST	PSL lease
Rental payments guaranteed during course of agreement	No	Yes
Lender can easily find out financial status of tenant	No	Yes
Day-to-day occupancy managed by a well-regulated body	No	Yes
Lender can be confident the property will be brought to a high standard at commencement of the let	No	Yes
Lender can be confident that property will be maintained in satisfactory condition	No	Yes
Lender can be confident that property will be returned in satisfactory condition	No	Yes
Lender could easily require tenant to pay rent direct to them	No	Yes
Lender permission needed for each let/lease	Rarely	Yes
Lender can be confident that key terms of the loan are being complied with (assuming lender consent for lease)	No	Yes
Practicable for terms of letting agreement to be warranted by solicitor to comply with lender requirements	No	Yes
Double protection on issues such as buildings insurance	No	Yes
Agreement is normally for 6 months maximum	Yes	No
Legal framework specified by statute and widely understood	Yes	No
Rental loss through voids at short notice	Yes	No
Tenant may default on payment of rent	Yes	No
Tenant may need to be evicted via court action	Yes	No
Tenant may disappear leaving debts to owner	Yes	No
Tenant damage to property may exceed deposit	Yes	No
Lender has no information about tenant	Yes	No
Huge range of personal circumstances of tenants	Yes	No
Lender incurs costs evicting occupants in cases of repossession	Yes	No

About the Empty Homes Network

We are a national network with approximately 500 individual members, launched in 2001 as the National Association of Empty Property Practitioners with the support of the government. Then-Minister Sally Keeble wrote

“NAEPP[=EHN] will provide a national voice for local authority and RSL staff in their work to bring empty homes back into use. The Government is keen to see its membership grow into a national network of empty property practitioners. So I would urge all local authorities to take out membership of NAEPP[EHN]. This will ensure that all relevant officers in the authority benefit from the good practice and training opportunities developed by, and for, empty property practitioners”.

Since then we have expanded our membership to include those working in regeneration companies, in self-help and community groups, and in private sector firms involved in helping bring empty homes back into use.

Our main role is to support all practitioners and organisations involved in addressing the issue of empty homes to help them work as effectively as possible. We do this by facilitating the sharing of information and experience, by organising training events and conferences, by promoting best practice amongst delivery partners and by promoting sound policy at national level.

We organise a biennial Empty Homes Summit to which key organisations are invited. And we run an annual National Empty Homes Conference.

Please note that as a membership organisation we are separate from and independent of the charity Empty Homes, whose contribution to the work of bringing empty homes back into use we greatly value.

A not-for-profit association, our strength comes from the commitment of our members.

For further information about EHN or this document

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