Estate Management Policy

Scottish Social Housing Charter Outcomes - Outcome 6 Estate management, anti-social behaviour, neighbour nuisance and tenancy disputes

Social landlords, working in partnership with other agencies, help to ensure as far as reasonably possible that:

- tenants and other customers live in well maintained neighbourhoods where they feel safe.

This outcome covers a range of actions that social landlords can take on their own and in partnership with others. It covers action to enforce tenancy conditions on estate management and neighbour nuisance, to resolve neighbour disputes, and to arrange or provide tenancy support where this is needed. It also covers the role of landlords in working with others to tackle anti-social behaviour.

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1.0 INTRODUCTION

The Estate Management Policy seeks to ensure that tenants (and other customers) live in well maintained neighbourhoods where they feel safe. In order to achieve this, the Association requires to have an effective Estate Management Policy.

It defines the Association's approach to enforcement of the terms of the Tenancy Agreement in relation to the following areas: -

- General estate management issues (including gardens, common areas, close cleaning, bulk refuse, bins)
- Vandalism & Graffiti
- Pets
- Use of the house by the Tenant
- Duty to occupy the house
- Succession
- Sub-Letting and Lodgers
- Assignation
- Joint tenancies

The Estate Management Policy is complemented by:

- the Factoring Policy in relation to private owners in factored stock or where the Association owns or maintains common areas.
- the Maintenance Policy in relation to environmental maintenance and employment of contractors.
- the Customer Engagement Strategy in relation to the involvement of residents in relation to this aspect of the Association's services.
- the Equalities Policy in relation to meeting the different needs of the whole community served by OTHA.

1.1 Aims

The Policy aims to: -

- To promote conditions in which each resident can have quiet enjoyment of their home and to support tenants in adhering to the terms of their tenancy.
- To maintain the standards of the properties and surroundings within our ownership.
- To clarify the Association's policy in respect of keys terms of the Tenancy Agreement.
- To clearly define the respective responsibilities of the residents and the Association.
- To prevent breaches of tenancy and deal with breaches of tenancy in a prompt, cost effective, innovative, responsive, and effective manner.
- To promote multi-agency working and co-ordination with local services provided by Inverclyde Council.
- To develop and encourage full participation by residents in the estate management of their area.
- Set targets against which the performance of staff and effectiveness of the service can be monitored**.**

1.2 Legal Framework

The Estate Management Policy will comply with:

Tenancy rights and obligations: The Housing (Scotland) Act 2001 and the Housing (Scotland) Act 2014 provide the main legal framework for Scottish Secure Tenancies and Short Scottish Secure Tenancies, including tenancy conditions, rights and responsibilities, abandonment, succession, assignation, sub-letting, lodgers, joint tenancies and repossession procedures.

Anti-social behaviour: The Antisocial Behaviour etc. (Scotland) Act 2004 is relevant to complaints, neighbour nuisance, harassment, anti-social behaviour orders, partnership working with Police Scotland, local authority services and other agencies, and the gathering of evidence.

Abandonment: The Housing (Scotland) Act 2001 sets out the statutory process for ending an abandoned Scottish Secure Tenancy without going to court, including service of notices, securing the property, dealing with belongings and advising the tenant of appeal rights.

Regulatory expectations: The policy supports compliance with the Scottish Social Housing Charter, particularly Outcome 6 on estate management, anti-social behaviour, neighbour nuisance and tenancy disputes, and will support Scottish Housing Regulator performance reporting.

1.3 Responsibilities

The Housing Services staff team has responsibility for implementation of the Estate Management Policy.

The association may raise works for a contractor to maintain landscaped and common areas where residents choose not to carry out maintenance themselves.

The Housing Service Team have responsibility for:

- Estate Visits and close inspections
- Gardens
- dealing with problems
- handling complaints in their areas of responsibility
- Vehicles
- Car parks
- Vandalism/Graffiti
- Unsatisfactory or poor condition of properties

The Senior Housing Officer has responsibility for: -

- monitoring the performance of all staff
- assisting the staff to deal with serious or persistent breaches of tenancy and dealing with all cases of harassment
- monitoring the operation of the policy, reporting to the Housing and Technical Services Sub-Committee (HTSSC) and carrying out the review of the policy

- liaison with other service providers to maximise their service.

1.4 Dealing with Breaches of Tenancy

The Association will deal with breaches of tenancy in a fair, consistent, proportionate and evidence-based way. Where appropriate, early intervention, advice and support will be used to help tenants remedy breaches and sustain their tenancy. Formal legal action will be considered where breaches are serious, persistent, unresolved or have a significant impact on neighbours, the wider community, the property or the Association's ability to manage its housing stock effectively. All action will take account of the circumstances of the case, available evidence, equality and human rights considerations, data protection requirements, support needs, partnership responsibilities and the tenant's right to challenge or appeal decisions.

1.5 Information to Tenants

It is important that all tenants are clear about their responsibilities and obligations. The details of the Tenancy Agreement and the obligations imposed on tenants will be defined in detail at the time of the tenancy signing and reiterated at the New Tenant visit.

The Tenant will also be issued with a Tenants Handbook, which provides an explanation of the key terms of the Tenancy Agreement and the Association's expectations. The Tenant Newsletter will be used to highlight issues, confirm the Association's Policy and to reinforce the responsibilities imposed on the Tenant imposed by the Tenancy Agreement. The general standards of service delivery that the tenant should expect will also be publicised through the newsletter and our website and social media platforms.

When dealing with individual tenants, the staff will clearly explain the Association's policy and response to the relevant issue so that the tenant clearly understands the service, which is being provided.

1.6 Tenant Engagement & Feedback

The Association aims to ensure that its services are responsive to the needs of the communities that it serves. In practical terms, this means that the Association will:

- Take account of tenants' and residents' views when making decisions regarding the nature and type of services which are delivered.
- Consult with tenants when monitoring the quality of services.
- Respond positively to deal with individual complaints.
- Encourage any attempt to raise issues collectively by organising close meetings or public meetings if any demand is expressed.
- Measure satisfaction with complaints handling and other aspects of the service.

2.0 GENERAL ESTATE MANAGEMENT ISSUES

2.1 Back Court and Common Landscaped Areas

The Association will provide an environmental maintenance service to maintain the backcourt areas and common landscaping for all its tenants. Where the majority have stated that they do not wish this service and the area is maintained to an acceptable standard, the service will not be provided.

2.2 Cleaning of Common Closes

Residents are expected to make their own arrangements in conjunction with their neighbours to take turns cleaning the common areas within the tenement. The Housing Services staff will monitor the standard of cleanliness and make sure the tenants adhere to their tenancy conditions by:

- Carrying out regular inspections
- Responding to complaints regarding the performance of individual tenants

A close cleaning service may be offered where the residents unanimously agree to the service and, in certain circumstances, imposed where standards are unacceptably low and recharged as appropriate.

2.3 Keeping Common Areas Clear

The Association appreciate that people want to make and keep their surroundings nice. However, the health and safety of our residents is paramount and the Association want to minimise all fire safety hazards that create risks. As such, the Association have adopted a zero-tolerance approach in the keeping of any items within a close or communal area which create risks, which include, but are not restricted to:

- Pushchairs / Buggies / children's car seats/footwear
- Refuse bags
- Children's toys and play furniture
- Bicycles
- Washing Machines / tumble dryers and other white goods waiting to be disposed of
- Wooden furniture / upholstered seating.
- Plastic decorations/rugs/window coverings
- Cleaning materials/mops
- Seasonal items
- Plants, pots, ladders,
- No personal belongings to be stored in communal cupboards
- Mobility scooters

In some of the above cases, the Association staff will consider/identify where possible alternative methods of storage. The Association staff will remove any items posing a danger immediately and may consider recharging full costs back to residents concerned.

2.4 Close Window Cleaning

A window cleaning service may be offered for cleaning of common windows where residents agree unanimously to pay for the service and where it is not practical for residents to clean common windows.

2.5 Bulk Refuse/Items of Furniture

All residents are responsible for the disposal of items of bulk refuse/furniture by arranging for uplift by the local authority or another contractor of their choice. The Association will arrange for the removal of items as soon as reasonably possible where they pose a health and safety risk to residents. The cost of removal will be recharged to the resident responsible where they can be identified.

2.6 Pets

Tenants may keep a pet in line with their tenancy agreement subject to the following conditions:

They must write to us asking for permission before keeping any domestic pet in the house or garden. We may refuse consent or give consent subject to conditions. Consent may be for a restricted period. Each request will be considered individually. Refusal to having a pet must be fully considered and we will only refuse this request if it is reasonable to do so.

A domestic pet means a dog (excluding a guard dog), a cat, fish, or a rodent (such as a hamster or gerbil). Tenants will keep all domestic pets in a responsible manner and ensure that no unreasonable disturbance is caused to any person in the neighbourhood and they do not cause deterioration in the condition of the house, including the common parts or damage in the neighbourhood.

If you are unclear whether your pet is a domestic animal, you should contact us for advice. The conditions on your keeping pets will include but not be limited to the following

provisions:

- your pet is not prohibited by the Dangerous Dogs Act 1991 (which has been updated over time (including major amendments in 2014 and 2024–2026) ,or any re-enactment of the same, or by any other law,
- you are responsible for the behaviour of any pets owned by you or anyone living with you,
- you must take all reasonable steps to supervise and keep such pets under control,
    - you must take all reasonable steps to prevent such pets causing nuisance, annoyance or danger to your neighbours. This includes fouling or noise or smell from your domestic pet,
    - you must take reasonable care to see that such pets do not foul or cause damage to the house, your neighbour's property, anything belonging to us or anything we are responsible for, such as the common parts,
    - you must not breed or sell animals on a commercial basis from the property,
    - We will be entitled to require removal of the pet if it proves to be causing nuisance or damage,
    - You are responsible for cleaning up dog faeces.
    - You are responsible for the proper disposal of any dead pets.

In addition to this :

- The dog is not allowed out on its own or without a lead
- The dog is not left alone for long periods particularly if it is likely to bark

Bags to uplift dog excrement are available free of charge at the Association's offices.

If a tenant owns a dog(s) they are asked to complete a dog registration form and this information will be held on a database.

Tenants will be notified of any breach to allow them to rectify the breach. Tenants who persistently breach the above conditions will be required to remove their pet from the premises.

2.7 Use of Back Courts and Common Areas

The Association considers that it is reasonable to allow young children who are under responsible supervision to play in the backcourt area and for adults to enjoy the use of the common areas too as long as consideration towards other neighbours is shown. However, if goodwill between neighbours does break down, the use of the backcourt area will be reviewed by the Association and maybe prohibited.

If there is a clear breach of tenancy due to the behaviour of adults or children, the tenancy may be at risk.

2.8 Private Areas

The Tenant will be responsible for the upkeep of areas allocated to their single property for their exclusive use. The tenant must not remove, destroy or chop down any bushes, hedges or trees without our permission.

Gardens will be inspected by the Housing & Communities Team during the wider estate walk arounds, during close inspections and also following any comment or complaint from residents.

If the standard of a private area is poor or damage/nuisance is caused to another property, action will be taken to ensure the area is properly maintained. Any remedial works or works of maintenance will be recharged in full.

2.9 Vandalism and Graffiti

Under the terms of the Tenancy Agreement (section 3.3) the tenant, those living with the tenants visitors must not vandalise or damage our property or any part of the common parts or neighbourhood. Where damage occurs within the home, the Associations view is that the tenant is responsible for reporting such acts to the Police within 24 hours of becoming aware of the damage.

The Association will also treat vandalism and non-offensive graffiti as an urgent repair and will notify the police in all cases. Removal of offensive graffiti or graffiti which constitutes harassment will be categorised as an emergency repair.

2.10 Vehicles & Carparking

Residents should not park untaxed or un-licenced vehicles, caravans, boats or large trailers, horseboxes or mobile shop units. Abandoned vehicles dumped in the Association's car parks will be reported to Inverclyde Council and action will be taken to remove these vehicles.

None of the carparking spaces within our developments have been allocated to individuals unless the tenancy agreement or occupancy agreement states. Residents and their visitors are expected to park with consideration to others. Disabled parking spaces are marked for use by disabled badge holders. We will try and resolve parking disputes where possible. Any persistent issues will be dealt with as anti-social behaviour where there are clear grounds and evidence to do so.

2.11 Performance Targets

The Housing Officer/Housing Assistant teams will carry out estate management inspections for all closes on a quarterly basis as a minimum. Closes that require extra attention will be inspected more often as required. Ad hoc inspections will be carried out to respond to complaints or where standards are unsatisfactory as part of the management of improvement. The performance in respect of inspection rates and details of the nature of estate management issues will be reported to the HTSSC on a quarterly basis.

3.0 USE OF THE HOUSE BY THE TENANT

3.1 Breaches of Tenancy

Breaches of tenancy range from the serious to the trivial and may come to light from a number of sources including the weekly community partnership meeting. However, most are highlighted due to complaints made.

However, the general principles given below must apply.

3.2 Formal and Informal Complaints

In order to promote the gathering of evidence, avoid trivial complaints and protect the association from the allegation of discrimination & harassment, it is necessary to have some level of formality in the complaints process.

The Association aims to minimise Informal complaints made verbally that are not then acted upon. All complaints are registered but there may be occasions when the person making the complaint asks for the complaint to be noted but kept informal.

Although it is useful to have complaints submitted in writing (particularly if legal action is raised) it is not a requirement. The customer will be advised that they can submit their complaint in writing using the Association's standard complaints form, submit a letter, e-mail, comment on our Facebook page, submit via the My Oak Tree portal or sign a

statement prepared by the Housing Officer/Housing Assistant teams following a face-to-face interview or a telephone call.

All complaints will be recorded on the SDM Complaints Register

Anonymous complaints will be recorded and assessed to see if any action can be taken to verify them or to deal with the matter raised. However, there will need to be corroborating evidence before any action can be taken.

No feedback can be given to the source of the complaint. The Housing Officer/Housing Assistant team will assist a tenant to make a complaint and will arrange a sign or language interpreter if required.

3.3 Categorisation of Complaints

All formal complaints will be categorised by the staff member dealing with the complaint.

Estate Management Stage 1 – new or one-off complaint

Estate Management Stage 2 – repeat complaint or ongoing dispute

Estate Management Stage 3 – complex cases requiring a multi-agency response or legal action which can't be concluded within the timescales for 1 and 2

The timescales for the various stages are:

Acknowledgement (1 working day),

Verification (5 working days),

Resolution of complaint Category 1 - 1 month,

Category 2 - 2 months

Category 3 - 4 months.

3.4 How we deal with your complaint

Complaints will be dealt with by the housing services teams. All complaints will be treated seriously and with impartiality until evidence has been gathered to provide a fuller picture as to the justification behind the complaint. Tenants will be kept informed at all stages of the action, which is proposed in response to their complaint, and their wishes will be taken into account.

Complaint handling will be aligned with the Association's approach to dealing with breaches of tenancy. Complaints will be assessed fairly, consistently and proportionately, with decisions based on the available evidence, the seriousness and impact of the matter, any support needs identified, equality and human rights considerations, data protection requirements and the ability of the Association or partner agencies to take effective action. Where appropriate, early intervention, advice, mediation or support will be considered before formal enforcement action is progressed.

The association will maximise the use of resources and services provided by other agencies to assist in the prevention and alleviation of anti-social behaviour.

There is an effective partnership with the relevant services including the Community Warden Service, the Police Service, the Environmental Protection Team, Community Safety and Resilience, the Anti-Social Investigation Team and the Anti-Social Behaviour Enforcement Team. The association will attend the appropriate multi agency tasking and co-ordinating meetings to ensure co-ordination of all agencies efforts to combat anti-social behaviour.

Clear records will be kept of all complaints and action taken, particularly if legal action may result. All discussions will be recorded and confirmed by letter or email.

Confidentiality regarding the source of any complaint will be maintained. Respecting the complainant's request for confidentiality may limit the action, which can be taken. In some cases, the identity of the complainant may be obvious and this should be discussed with

the complainant where this fact may have a bearing on the case. The identity will not be revealed unless the complainant specifically gives permission for this to happen. A protocol has been signed to share information between the agencies in line with their statutory functions.

Complainants will be given a realistic explanation as to the action, which the Association may or may not be able to take. For example, the ultimate sanction of eviction would only be possible in the most extreme of cases. The most common response to a complaint would be letters, visits, and a close monitoring of the situation.

Attempts will be made to verify any statements made, especially where third party reports, for example, from the Police, Community Wardens or other neighbours, can be obtained. Tenants should be encouraged to keep a log of incidents detailing the date and time, to contact the Police, Community wardens or other services where appropriate, especially where legal action is a possibility and supporting evidence will be required.

Verification can help to establish where problems are occurring because of a neighbour dispute rather than a clear-cut case of breach of tenancy. Sound monitoring equipment will be used where appropriate.

Where after investigation, the complaint is found to be without substance, or the complainant will not follow reasonable and specific steps to assist the association to resolve the complaint, the complainant will be informed that no action will be taken.

In the case of disputes between neighbours, where complaints and counter complaints are present, with neither party clearly in the wrong**,** mediation from the housing staff will be promoted as an appropriate response.

Where a complaint cannot be verified, the Association will limit its response to bringing the matter to the other party's attention and recording their response. The Association will consider other ways of gaining evidence wherever possible.

Pre-emptive or preventative action can be taken to prevent a breach of tenancy, for example,

- By use of sensitive allocations, providing a clear description of the terms of the tenancy agreement at tenancy signing.
- Consider signing a new tenant onto a Short Scottish Secure Tenancy (SSST) if their tenancy reference meets the criteria.
- Intensive estate management in problem closes or involvement of other agencies where their involvement may be helpful.

The response to a complaint will depend on:

- the severity of the complaint
- the evidence available or obtainable to support the complaint
- the wishes of the person making the complaint
- the response of the Tenant who has committed the breach
- The area of responsibility which may be shared with other service providers

Estate Management Stage 1 Complaints

The first stage is to try to establish the facts and to find out if the complaint can be substantiated. This may involve liaison with neighbours and partner agencies. The Association will also identify if there are any support needs involved for either party.

Other agencies will be involved if relevant. In cases involving noise where there is no independent verification of the complaint, the use of sound monitoring equipment or the out of hours call out service will be sought.

The aim is to resolve the complaint swiftly and provide a satisfactory conclusion for all parties.

Estate Management Stage 2 Complaints

The response to a stage 2 complaint may result in a warning being issued to the Tenant who has committed the breach if the complaint was substantiated. If the breach is particularly serious or is persistent then an appropriate Notice of Proceedings may be served. If the problems continue, the Association will continue to collect evidence to build a case for repossession or consider converting the tenant's tenancy from an SST to a SSST. Residents will also be asked to keep a log of incidents to assist with any legal action.

Where other agencies have relevant responsibilities, they will be involved at an early stage either by the Association or by encouraging the Tenant to make a complaint directly. The Association will always make a complaint to the Police when its property has been damaged. The Association will also work jointly with HSCP when required.

Estate Management Stage 3 Complaints

The Senior Housing Officer and Housing Officer may jointly deal with the complaint if required.

If criminal acts are being alleged, the Police will be informed and the complainant will be encouraged to make a complaint to the Police. If juveniles are involved, a report can be submitted to the Reporter to the Children's Panel. Liaison with the ASIST Team will take place at an early stage to identify if any additional evidence may be available to support legal action.

If sufficient evidence is available to support a court action for repossession the appropriate notice will be served and court action will be instructed. If, in the opinion of the Senior Housing Officer after taking legal advice, insufficient evidence is available to support a case for repossession, a Notice of Proceedings will be issued at this point and a warning issued. The Senior Housing Officer will consider whether an Antisocial Behaviour Order may be appropriate and liaise with the ASIST Team to pursue this avenue.

The Senior Housing Officer will also decide if converting the tenancy from an SST to a SSST is more appropriate than raising legal action. This decision will be based on the severity of the complaint and if there is a pattern of anti-social behaviour.

Steps will then be taken to collect evidence to support a case and the Tenant who has committed the breach will be formally warned of this fact. This process relies on good record keeping in relation to all complaints and the action taken in response to them. The use of diaries for Tenants/Residents to record any incidents accurately and timeously can be promoted.

If intimidation is a factor, the Housing teams will consider alternative ways of collecting evidence.

3.5 Anti-Social Behaviour

The Association will act positively in partnership with other agencies and residents to reduce and alleviate anti-social behaviour occurring within its area of operation. The strategy adopted will include a positive strategic approach to prevent anti-social behaviour and the application of appropriate punitive action in relation to individuals where appropriate.

Serious anti-social behaviour is likely to result in several complaints, although the information received may be informal due to intimidation of residents. Where criminal acts are being committed, the Association will pass on information to the Police and may do so without further investigation. Liaison with the ASIST Team and Community Warden Service will take place at an early stage and throughout the course of the complaint.

In these extreme cases, building a case for eviction has to begin early with good record keeping and the use of diaries of anti-social behaviour and co-operation with the Police & ASIST Team. Where intimidation is a factor, the Association can consider alternative ways of collecting evidence such as the use of covert cameras**,** video footage from a personal mobile phone or CCTV or professional witnesses as well as maximising the input of the Community Warden Service and the ASIST Team Out of Hours Service.

In certain circumstances of Anti-Social Behaviour the Housing (Scotland) Act 2014 allows Housing Associations to convert a tenancy from a Scottish Secure Tenancy (SST) to a Short Scottish Secure Tenancy (SSST) which means this gives tenants fewer rights and less protection from eviction. However, the tenant will have the right to appeal against any decision to convert a tenancy to a SSST.

3.6 Neighbour Disputes

The Association will distinguish between anti-social behaviour, tenancy breaches and neighbour disputes arising from differences in lifestyle, personal disagreement or mutual intolerance. Where there is no clear evidence of a tenancy breach, the Association's role will normally be limited to advice, signposting, proportionate intervention and encouraging residents to resolve matters where safe and appropriate.

Mediation may be promoted where suitable and where at least one party is willing to participate. Where evidence indicates a breach of tenancy or anti-social behaviour, the matter will be managed under the relevant complaint stage and enforcement provisions set out above.

3.7 Harassment

Oak Tree Housing Association will not tolerate harassment of any Tenant by another person or persons on the grounds stated in the Tenancy Agreement. Where a complaint of harassment is received, the Association will respond promptly, sensitively and in line with the Equalities Policy, with the aim of discouraging the behaviour and supporting the person affected.

Allegations of harassment will be discussed in detail with the ~~victim~~ person affected to understand the nature, impact and circumstances of the complaint. Their wishes will be given careful consideration at all stages. Where immediate action is required steps will be taken to remedy damage or remove graffiti or take other appropriate action to minimise distress.

Possible options to deal with a case of harassment are as follows:

- Pursuing a management transfer allocation
- Making a joint complaint to the Police
- Legal action to terminate the tenancy of the perpetrator if a tenant
- Seeking an Anti-social Behaviour Order

Any action will be considered in light of the circumstances of the case, the evidence available and the wishes of the person affected. The Director of Housing will oversee all harassment cases and report them to the HTSSC.

3.8 Performance Targets

The indicators used to measure performance for estate management complaints are:

- Number of complaints received in the period
- Number of cases resolved in the same period, reported as a percentage of the number received.

The Scottish Housing Regulator defines **resolved** as follows**:-**

- where the landlord has taken appropriate measures, as set out in its ASB policies and procedures, to address the cause of the anti-social behaviour complaint; or

- where the landlord does not have the authority or powers to resolve it has provided a full explanation of the landlord's position.

3.9 Monitoring and Review

The SDM Complaints Module keeps a record of all complaints received, the category of the complaint and action taken including response times. The performance in respect of response times and details of the nature of complaints made will be reported to the HTSSC on a quarterly basis.

4.0 DUTY TO OCCUPY THE HOUSE

4.1 Under the terms of all the tenancy agreements, Tenants have a duty to occupy their house as their principal home. A property which lies empty is a waste of public resources as well as being at risk from vandals. The Association will attempt to ensure that properties are occupied by Tenants.

An abandoned house is one which is unoccupied and where the Tenant has no intention of occupying it as their home. The following policy lays down the policy in response to an abandoned property.

Before determining whether the house has been abandoned the Housing & Communities Team will make strenuous efforts to locate the Tenant, confirming that the house is empty and that it is the intention of the Tenant not to occupy the house.

Once the Housing Officer is confident that the house has been abandoned, the policy below will apply:

4.2 Abandonments in Scottish Secure Tenancies

The Housing (Scotland) Act 2001 makes statutory provision for a procedure to end a tenancy in the case of an abandoned house without going to court.

The Act calls for the service of 2 notices, one giving one month's notice in writing of the intention to end the tenancy, the second notice bringing the tenancy to an end.

Service will be by delivery through the letterbox by the Housing Officer/Housing Assistant witnessed by another member of staff.

If no contact is made by the Tenant and continued efforts to gain information regarding their whereabouts or intentions are unsuccessful, the tenancy will end at expiry of the notice. Entry will be forced and witnessed by the Housing Officer/Housing Assistant who will take a full inventory and take photographs of the tenant's belongings left in the property and the condition of the house.

If the house has nothing of value then the house will be cleared, the locks changed and passed to Maintenance to carry out a void inspection. The house will be re-let when it is returned from repair. If items are left in the property then these will be stored for 28 days to allow time for the tenant to collect their belongings. However, if the value of the property exceeds the cost of storage and any arrears owing, it will be stored for 6 months.

If the Tenant makes contact within 6 months from the end of tenancy, they must be advised that they have the right of appeal to the Sheriff Court within 6 months of the termination date. If the Court finds that the Association acted wrongly or unreasonably it must order the tenancy to continue. Where the house has been let to a new tenant, the court will direct the Association to provide other suitable accommodation.

4.3 Abandonment by a Joint Tenant

Where a joint tenant has abandoned the joint tenancy and after making enquiries, the Association is satisfied that they are not occupying the house and do not intend to occupy it as their home, the Housing & Communities team may end their interest in the tenancy by the service of two notices to their current address or if they know of any forwarding address.

Where a joint tenant is aggrieved by this action, they will be informed of their right of recourse to the court. The Association will comply with any order of the court.

A record will be kept of abandoned homes. Details will be reported to the HTSSC for their information

5.0 SUB-LETTING AND LODGERS

From the 1st November 2019 Housing (Scotland) Act 2014 a tenant applying to sub-let a property must have lived there, as their only principal home, for 12 months. The Scottish Secure Tenancy Agreement specifies that if a tenant wishes to take in a lodger or sublet all or part of their house, the Tenant must obtain the Association's written permission. The Tenant must tell us in writing the details of who they wish to sublet to or take as a lodger, the amount of rent and other payments to be charged and the proposed start date of the arrangement.

The Association will not unreasonably refuse consent. Consent of any joint tenant or spouse will be required before such a request is considered. Consent is automatically granted if a response is not made within one month to any such request. There is a right of appeal to a Sheriff if permission is unreasonably withheld.

5.1 Conditions for Approval of a Sub-let

The Association will only consider permitting a sub-let in circumstances where a Tenant is unable to occupy their property for a temporary period to allow them to gain assistance in meeting their rental obligations.

The Tenant will choose and be responsible for the sub-Tenant who will have no rights against the Association relating to the occupation of the property. The granting of permission does not absolve the Tenant from any of the responsibilities of their tenancy

Approval will normally be granted if the following conditions are complied with:

- The Tenant has had a valid reason for being absent from the property for a temporary period. This will normally be a period less than 6 months and rarely up to one year. A valid reason will normally be related for example to employment, a prison sentence or family circumstances requiring the Tenant to leave the area. The intention to return must exist.
- The proposed rent does not exceed the rent charged by the Association. A reasonable charge may be levied in addition for services provided for costs, which are included in the charge made.
- The contact name of the Tenant and a local contact name are available if the Tenant is leaving the area.
- The house will not be overcrowded.

An application may be refused for the following reasons:

- The rent or other charges are unreasonable
- The Association is seeking or has obtained decree for eviction.
- The property would be overcrowded
- Work to the property is proposed which conflicts with the request
- There is no intention for the tenant to return to the property

- There are rent arrears or other liabilities due to the association in excess of a month's rent or other serious breaches of tenancy
- Consent of a joint tenant or spouse has not been forthcoming
- There is concern about the ability of the proposed sub-tenant to comply with the terms of the tenancy agreement. This decision can only be taken based on clear evidence and the reason must be communicated to the parties with details of their right of appeal.

The Housing Officer/Housing Assistant will interview both the Tenant and the proposed Sub-Tenant to gain sufficient information to make a recommendation to the Director of Housing as to whether the sub-let should be granted.

All parties must be made aware of their rights and responsibilities and of their right to appeal against any decision made including the right to refer the issue to a Sheriff.

5.2 Conditions for approval to take in a Lodger

The application will normally be approved if the following conditions are satisfied:

- The application will not result in overcrowding
- The rent and other charges are reasonable

The application is likely to be refused if:

- The Association is seeking or has obtained decree for eviction
- The rent or other charges are unreasonable
- The property would be overcrowded
- Work to the property is proposed which conflicts with the request
- The tenant is not intending to live in the property
- There are rent arrears or other liabilities due to the association in excess of a month's rent or other serious breaches of tenancy
- Consent of a joint tenant or spouse has not been forthcoming
- There is concern about the ability of the proposed lodger to comply with the terms of the tenancy agreement. This decision can only be taken based on clear evidence and the reason must be communicated to the parties with details of their right of appeal.

5.3 Short Scottish Secure Tenancies

A Short Scottish Secure Tenancy (SSST) is a short term or probationary tenancy. SSSTs can only be created in specific circumstances as outlined in Schedule 6 of the Housing (Scotland) Act 2001, as amended by the Housing (Scotland) Act 2014. A tenant's rights under an SSST are limited.

No sub-lets will be permitted for Short Scottish Secure Tenancies.

5.4 Sharing Owners

The Occupancy Agreement governing the contractual arrangements on which the Shared Ownership arrangement is based contains agreement to occupy the house as their only or main home and a prohibition of sub-letting in whole or in part of the house without the Associations prior written consent. Sub-letting a shared ownership property should not be a long-term situation.

Sharing Owners will be required to request permission in writing prior to a sub-let giving full details as in the case of Tenants described above.

The Sharing Owner will be required to seek permission from their lender (if relevant) where a sub-let is requested.

The Sharing Owner will retain control over the rent to be charged, as they will retain financial responsibility for their mortgage, rental and insurance commitments and for any repair obligations arising out of the sub-let.

6.0 SUCCESSION

A succession is where a person may succeed to the tenancy after the Tenant's death. Following the death of a Tenant, the Tenancy Agreement states the law governing the entitlement to a succession.

Under the new Housing (Scotland) Act 2025 (Section 49) – partners or other family members or carers will have to have lived in the property for at least 6 months as their only principal home before being able to succeed the tenancy. There is no qualifying period for the tenant's spouse, civil partner or joint tenant but in all cases the person must have been living in the house as their only or principal home at the time of the tenant's death.

It is important to note that when the new residing requirements come into place, the Association must have been notified that the person is living in the house because the qualifying period dates from the time that the landlord was notified.

In summary, following the death of a Tenant the tenancy will pass in order of the following:

Level One

- the husband or wife or co-habitee if the property was their only or principal home at the time of death; OR
- a joint tenant, if the property was his or her only or principal home at the time of death.

If more than one person qualifies for the tenancy under Level One, they must decide among themselves who should get the tenancy. If they cannot agree, the Association will decide.

Level Two

If no one qualifies at Level One, or a qualified person does not want the tenancy, it may be inherited by a member of the family as long as:

- he or she is aged at least 16 at the date of death;
- the property was his or her only or principal home at the date of death.

If more than one person qualifies for the tenancy under Level Two, they must decide among themselves who should get the tenancy. If they cannot agree, the Association will decide.

Level Three

If no-one qualifies at Level One or Level Two, or a qualified person does not want the tenancy, it will be inherited by a carer as long as:

- he or she is aged at least 16 at the date of death;
- the property was his or her only or principal home at the date of death;
- he or she gave up another only or principal home before the death of the tenant;
- He or she is providing, or has provided, care for the tenant or a member of the tenant's family.

If more than one person qualifies for the tenancy under Level Three, they must decide among themselves who should get the tenancy. If they cannot agree, the Association will decide.

Where the house has been designed or substantially adapted for a person with special needs, if someone qualifies for the tenancy at Level Two or Three, the Association will

have the right to terminate the tenancy and offer that person suitable alternative accommodation. Where, in the case of such a property, at the point of a second succession someone qualifies at Level One, Level Two or Level Three and does not have special needs requiring accommodation of that kind, we have the right to terminate the tenancy and offer that person suitable accommodation.

From 1 May 2019, the Housing (Scotland) Act 2014 specifies that an Association can ask a Sheriff to grant an order to end a tenancy of an adapted property that is not being occupied by someone who needs the adaptations.

If more than one person is qualified to succeed, the Association will determine who will succeed if the family cannot agree among themselves who will take over the tenancy. We will given the family 4 weeks from the tenants death to reach a decision. If the Association has to make the decision consideration of all the circumstances of the case including the welfare of all affected persons and the age and attributes of the individuals involved.

A maximum of two successions will be permitted unless there is a surviving joint tenant following the last death. Where a succession is refused because of a previous succession, the qualified person will be allowed to stay for up to 6 months to assist them with finding alternative accommodation.

The Association recognises that the death of a Tenant is likely to be a traumatic time for the family and staff will be considerate in dealing with all aspects of a succession. Where a case does not fall within the criteria above, but undue hardship may result from failing to grant a succession, the Director of Housing may make a decide on a discretionary award of a tenancy. The needs of the person involved must be set against the needs of the applicants on the Association's waiting list.

Consideration will be given to the circumstances of the person(s) involved, the housing options open to them, the length of time resident in the property, and the suitability of the property for their needs.

Where a property does not match the needs of a person qualified to succeed they should be offered a more suitable property of similar quality. They will retain the right to refuse. Where the property does not match the needs of someone who is being offered a discretionary tenancy, they will be offered a more suitable property of similar quality rather than the tenancy of their current home.

Proof will be required regarding all aspects of the case although this will be requested tactfully. A person wishing to succeed to a tenancy must notify the Association within 28 days of the death.

Where a tenant dies and there is no statutory or contractual right to succeed to the tenancy, the tenancy will end on the date of the tenant's death. The family or next of kin will be required to provide a copy of the death certificate.

7.0 ASSIGNATION

An assignation is where the Tenant wishes to assign the rights and responsibilities of the tenancy onto another person. The Scottish Secure Tenancy Agreement allows for assignation of the tenancy with the written consent of the Association, which will not be unreasonably withheld. The property must have been the only or principal home of the person to whom the tenancy is to be assigned for at least6months prior to the date of the request. From November 2019 the qualifying period will change to 12 months.

The request must be submitted in writing and if an intimation of refusal or consent is not given within one month, consent is deemed to have been granted. The consent of any joint tenant, spouse or co-habitee will be required before consideration can be given to any request. The reasons for any decision will be given as well as the details of the right of

appeal. Apart from utilising the Association's appeals procedure, the tenant has the right of appeal to the sheriff if consent is unreasonably withheld.

Under the Matrimonial Homes Act (Family Protection) (Scotland) 1981, a spouse or co-habitee has occupancy rights in 'marital' home. In the one case the rights are conferred automatically by marriage, in the other the rights have to be applied for in court. A spouse or co-habitee can apply to have the occupancy rights of the other party terminated which effectively means the tenancy can be assigned to them.

The Association will comply with any court order relating to assigning a tenancy. The Association must also consider cases where a Tenant voluntarily wishes to assign the tenancy. In doing this however, the needs of the parties involved must be set against the needs of those on the Association's waiting list for housing. There is an obligation to avoid people using assignation as a way to 'queue jump'.

An assignation (other than one awarded by a court) will only be granted if the following conditions are complied with:

- The person to whom the Tenant wishes to assign the Tenancy consents to the assignation of tenancy and to the assumption of all the obligations of the tenancy.
- The assignation is to a person who would have otherwise been entitled to succession rights as defined by the tenancy agreement had the Tenant died.
- The assignation satisfies one of the following conditions:

(1) In the opinion of the Housing Services Manager, a valid management benefit exists from allowing the assignation or

(2) The assignation is proposed as a result of circumstances acting upon the Tenant and the refusal of the assignation would lead to undue hardship to the person(s) involved. An assignation will not be approved if the Tenant is voluntarily giving up the tenancy and has not given due consideration of the needs of their family, except in the case of a relationship breakdown between spouses or co-habitees.

In addition, the application is likely to be refused if:

- The Association is seeking or has obtained decree for eviction
- The assignation would lead to the property being overcrowded
- The assignation would lead to the property being under-occupied
- There are rent arrears or other liabilities due to the Association in excess of a month's rent or other serious breaches of tenancy
- Consent of a joint tenant or spouse has not been forthcoming
- There is concern about the ability of the proposed assignee to comply with the terms of the tenancy agreement. This decision can only be taken on the basis of clear evidence and the reason must be communicated to the parties with details of their right of appeal.

The decision as to whether an assignation should be granted will be taken by the Senior Housing Officer after looking at all the circumstances of the case including:

- the reasons for the proposed assignation,
- the needs of the individuals involved,
- the options open to the family members,
- the suitability of the accommodation in the short and long term
- the demand from direct applicants for the property

8.0 Joint Tenancies

A joint tenancy is where a tenancy is held jointly by two people. A tenant may apply to have their tenancy converted to a joint tenancy. The Association will not unreasonably refuse permission. The tenant must submit their request in writing giving details of the identity of the proposed joint tenant. From November 2019 the Housing (Scotland) Act 2014 specifies that when requesting to add a new tenant to the tenancy agreement the new tenant must have lived in the property as their principal home for 12 months before making the application.

The application is likely to be refused if:

- The Association is seeking or has obtained decree for eviction
- There are rent arrears or other liabilities due to the Association in excess of one month's rent or other serious breaches of tenancy
- Consent of any spouse or co-habitee has not been forthcoming
- Permission to reside has been refused
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9.0 CUSTOMER SERVICE

Complaints in relation to service failures in our obligations for tenancy or estate management will be dealt with in line with our Complaints Handling Policy/Procedures.

10.0 EQUALITY & DIVERSITY

As a service provider and employer, we recognise the requirements of the Equality Act 2010, oppose any form of discrimination, and will treat all customers, internal and external, with dignity and respect. We recognise diversity and will ensure that all our actions ensure accessibility and reduce barriers to employment and the services we provide.

11.0 REVIEW OF POLICY

The Estate Management Policy will be reviewed every 4 years, or as required due to changes in the law, by the Housing and Technical Services Sub-Committee**.**

This policy has been assessed with law, regulatory standards and good practice. This covers all relevant protected characteristics. The policy is therefore likely to have a positive effect in respect of equality issues.