

Homes for Life Housing Partnership

POLICY STATEMENT

Date Issued:	June 2009
Title	Tenancy Management
No of Pages	14
Responsible	Business Manager

1.0 INTRODUCTION

1.1 This document details Homes for Life Housing Partnership's policy and procedures on tenancy and estate management relating to the management of tenancies and the physical upkeep of the common parts. Anti social Behaviour is separately covered by Homes for Life Housing Partnership's Anti Social Behaviour Policy

- Abandonment
- Alterations
- Assignment and Succession
- Care of Estates and Common Areas
- Conducting a business from home
- Gardens
- Lodgers and sublets
- Mutual Exchanges
- Parking
- Payments To Tenants
- Permissions
- Pets and Livestock
- Post allocation visits
- Short Secure Tenancy Agreements
- Tenancy terminations

2.0 POLICY AIMS

2.1 The Company aims to enable tenants and owners of Homes for Life Housing Partnership properties to have quiet enjoyment of their homes and a decent, safe and secure environment. The policy aims to be effective in dealing with tenancy and estate management issues in order to have a positive effect on tenant satisfaction. Tenancy Management is complementary to other policies and procedures including

- Anti Social Behaviour
- Arrears control
- Void control
- Allocations,
- Reactive, Planned and Cyclical maintenance
- Policy on Compensation for Improvements
- East Lothian Scottish Secure Tenancy Agreement

3.0 GENERAL PRINCIPLES

3.1 Conducting and Managing Tenancies

3.2 Homes for Life Housing Partnership will take a preventative approach to all potential tenancy management problems by ensuring that tenants receive clear information about their rights and obligations. All tenants will be given a copy of their Tenancy Agreement (incorporating the conditions of tenancy), a copy of our tenant handbook with regular supplementary guidance through Newsletters and Briefing notes. On request and where appropriate, we will take practical steps, such as arranging interpreting and translation, information on tape, in larger print and in ethnic languages.

3.3 We will provide appropriate and accurate advice and assistance to tenants about any tenancy management matter, particularly where this could affect tenants' rights.

Rights and Responsibilities

3.4 As landlord, we have these core responsibilities:

- to allow peaceful occupation
- to keep the structure and exterior of properties in good repair
- to maintain fittings and installations
- to take care of common parts
- to provide information about our housing management policies

3.5 All tenants will be provided with clear information about their rights and obligations as a tenant and Homes for Life Housing Partnership will take appropriate action to ensure tenants meet their tenancy obligations.

3.6. Our tenants have the following key rights:
to occupy

- to remain an assured tenant
- to take in lodgers and/or sublet
- to make improvements and be compensated for them
- to repair
- to consultation
- to information
- to exchange tenancies
- to succeed (to a tenancy)

3.7. Our tenants have certain responsibilities that are set out in the Tenancy Agreement currently in force, key of which are:

- to pay rent
- to ensure anti-social behaviour, noise, nuisance or annoyance is not caused to others
- to ensure harassment or discrimination is not committed
- to keep shared areas clean and tidy

Information

- 3.8. We will ensure that tenants are aware of their rights and responsibilities and what they can expect from us as their landlord. We will provide information about these in a variety of ways to suit tenants' needs. All tenants will be given a copy of their Tenancy Agreement (incorporating the conditions of tenancy) and also a copy of our tenant handbook during the sign up process.

Complaints

- 3.9 All tenants will be provided with information about what Homes for Life Housing Partnership is able to do in response to a complaint and about assistance available from other agencies. All tenants will be issued with a copy of Homes for Life's complaints procedure at the time of signing their tenancy.
- 3.10 Tenants who complain will be dealt with in a sympathetic and straightforward manner. Staff will not normally become involved in situations which are not serious or are not in direct breach of a condition in the Tenancy Agreement. Examples include domestic or family disputes, minor or occasional irritations such as one of incidents of playing loud music or occasional nuisance caused by children playing in the street. Tenants will normally be advised to seek resolution of any such problems by discussion with those allegedly causing the problem, where appropriate with the assistance of other agencies e.g Environmental Health, Mediation.

Responding to Complaints of Nuisance behaviour

- 3.11 In the early stage of any incidence of nuisance, the emphasis will be on resolving the problem by mediation and negotiation. Homes for Life Housing Partnership will not tolerate violence, intimidation, harassment or illegal activity, e.g. dealing in drugs, within its housing developments. It will respond firmly by working with other agencies, e.g. police, social work departments or victim support to address the problems and by taking the strongest action necessary within the Tenancy Agreement against tenants who are perpetrators of this type of nuisance.
- 3.12 In cases of persistent or serious breach of tenancy conditions, firm action will be taken against the tenant causing such a breach. This may result in legal action or repossession of the tenancy and eviction. This will include referral to the inter agency Anti-social Behaviour monitoring group and the policy and procedures for this are covered by our Anti Social Behaviour Policy

Record Keeping

- 3.13 We will maintain good quality tenancy records and will comply with the requirements of data protection and access to information. Homes for Life has a separate policy relating to Data Protection.

4.0 ABANDONED TENANCIES

- 4.1 Homes for Life Housing Partnership requires a tenant to occupy the house as the tenant's principal home. If it is left unoccupied or is no longer the tenant's principal home, then the Company will consider that the assured tenancy has terminated and will enforce the Abandonment Procedure.

- 4.2 If, after investigation, Homes For Life has reasonable grounds for believing that the Tenant is not occupying the House as his/her home and that the tenancy has been abandoned, Homes For Life shall be entitled to serve a combined repossession/abandoned property notice on the Tenant giving them 4 weeks notice of our intention to repossess the property.
- 4.3 The Notice will
- Intimate that Homes For Life believes the House to be unoccupied and that the Tenant does not intend to occupy it as his/her home.
 - Require the Tenant to inform Homes For Life in writing, within 28 days of the notice being served that he/she does intend to occupy the House as his/her home.
 - Inform the Tenant that if it appears to Homes For Life at the end of the period of 28 days since the notice was served that the Tenant does not intend to occupy the House as his/her home, Homes For Life will serve a further notice on the Tenant bringing the assured tenancy to an end immediately and the Tenant's right to occupy the House will be terminated immediately, without further proceedings being required.
- 4.4 The first of these notices combines two things: the first is a Section 18 notice that the house will be repossessed after 28 days, and meets the requirements of the Scottish Statutory Instrument No. 313 relating to property (belongings etc) found in abandoned houses. Advice from both the Scottish Executive and SFHA's legal advisers is that the first Section 18 notice can be served along with the notice relating to property/belongings. This means that if the tenant does not collect the belongings from the house (or from the Company if the house has been secured and the belongings stored) by the repossession date, the belongings can be disposed of on or after the repossession date unless their value exceeds the storage costs plus any arrears.
- 4.5 If during the period between service of the first and second Notices we have reason to believe that the property may be at risk of vandalism, we will enter the property for the purposes of ensuring that it is secure. This may include changing the locks.
- 4.6 In the event of Homes for Life being satisfied that the Tenant has abandoned the property Homes for Life shall be entitled to serve further Notice on the Tenant bringing the tenancy to an end immediately and the Tenant's right to occupy the House will be terminated immediately without further proceedings being required.
- 4.7 A notice under this section shall be served on a person by:
- Delivering it to him/her
 - Leaving it at his/her proper address or
 - by sending it by recorded delivery post to him/her at that address

For these purposes the proper address should be the last known address

- 4.8 The details of any goods removed in accordance with this section will be recorded in writing and stored securely for a period of three months from the date of termination provided the value of the property is expected to cover the cost of storage, disposal and arrears owed, after which time the goods will be disposed of. The costs of storage will be recoverable from the former Tenant. In addition, any outstanding rent or any other sum due in terms of this Agreement will remain payable notwithstanding the termination of the Agreement.
- 4.9 In the event of the Tenant being aggrieved by the actions taken by Homes for Life to terminate the tenancy under this section of the Agreement, the Tenant may complain to Homes for Life within six months of the tenancy being ended and ask for a review of Homes for Life's decision and actions

- 4.10 If after investigation, the Tenant's complaint is upheld, Homes for Life shall offer suitable alternative accommodation to the Tenant.
- 4.11 For the purposes of this section, "complaint" shall mean a complaint relating to Homes for Life's action in terminating the tenancy and not relating to any action taken in respect of goods or furnishings. Where Homes for Life's actions in respect of goods or furnishings are the subject of complaint, this shall be dealt with in accordance with Homes for Life Housing Partnership's standard complaint's procedure.

5.0 ALTERATIONS and IMPROVEMENTS

- 5.1 Tenants must apply in writing for written permission to :
- Alter, improve or enlarge the house, fittings or fixtures
 - Add new fittings or fixtures eg kitchen or bathroom installations, central heating, double glazing or any kind of external aerial or satellite dish
 - Erect a garage, vehicle runway, shed, greenhouse, fence, wall, dog run or any other structure
 - Decorate the exterior of the house
 - Lay any other form of flooring other than carpet or linoleum

Homes for Life will not unreasonably refuse permission but may attach conditions regarding the standard of work (See PERMISSIONS)

- 5.2 If the tenant has made alterations or improvements with our permission, they may be entitled to compensation at the end of your tenancy. The regulations that apply are the Scottish Secure Tenants (Compensation for Improvements) (Scotland) Regulations. We also have the power, even if they do not qualify under these regulations to make a discretionary payment
- 5.3 If a tenant does carry out any alterations or improvements without our permission we are entitled to restore the house to its previous condition during or at the end of the tenancy. If we do so, we are entitled to recharge the tenant for this work

6.0 ASSIGNATION AND SUCCESSION TO TENANCY

Assignation

- 6.1 An assignation is when a tenant passes their tenancy (or part of their tenancy) over to another person who then becomes the tenant of the property. This is a continuation of the original tenancy and a new Scottish Secure Tenancy Agreement should not be signed.
- 6.2 All tenants have the right to assign their tenancy in accordance with the Housing (Scotland) Act 2001 but our consent is required. We will not unreasonably withhold consent but there are circumstances when such requests may be refused. **(see Appendix 1).**
- 6.3 In order to qualify for an assignation the, assignee must have resided in the property as his/her principle home for a minimum of six months before the request is received.
- 6.4 If a tenant is permanently hospitalised or moves to a nursing home and there is someone living in the property who would qualify for an assignation, we will consider such a request if the tenant is able to put it in writing. If the property is adapted or it will be under-occupied by more than 1 bedroom, we may not consent to the assignation but will offer suitable alternative accommodation.

6.5 We must respond to a request giving our decision within 28 days of receiving the original application. If we do not respond within this time then, by law, it will be taken that we have agreed to the request.

Succession

6.6 On the death of the Tenant the tenancy will pass to:

- The Tenant's cohabiting partner, provided that he/she occupied the house as his/her only /principal home at the time of the Tenant's death. Cohabiting partner may be same sex but must have stayed with the Tenant for a minimum of six months immediately prior to the Tenant's death
- A surviving Tenant where the tenancy was held jointly by two or more individuals, and where the house was his/her only or principal home at the time of the Tenant's death.

6.7 Where the tenancy has passed once to a succeeding tenant or joint tenant, the tenancy will not pass on a second occasion and, consequently, the assured tenancy will be ended.

6.8 Where there is no surviving spouse, co-habitee or joint Tenant, a member of the Tenant's family residing in the house for a minimum of six months may appeal to the Board of Homes for Life to grant succession. In exceptional circumstances and at the discretion of the Board Homes for Life succession may be granted. Where an appeal is on behalf of a surviving child under sixteen years who normally resided in the property, at the discretion of the Board, succession may be granted to the child's carer.

6.9 Individual's without rights to succession, shall at the discretion of the Board, be offered a Short Assured Tenancy by Homes For Life to enable the person to continue to occupy the house for a period of six months and will be offered assistance to find alternative accommodation. (See Appendix 2 for Order of Succession)

7.0 CARE OF ESTATES AND COMMON AREAS – Estate Inspections

7.1 Homes for Life arrange for the landscape maintenance of common areas on our newbuild developments.

- 1) Grassed Areas – Remove any litter, cut grass including any edging, and remove cuttings, fortnightly during the growing season.
- 2) Shrubbed Areas – Remove any litter and weeds from shrubbed areas, and cut back shrubs outwith the growing season
- 3) Hard Landscape – once yearly spot spraying as necessary to any weed growth on paths or at edges of slabbed, tarmacadamed or block paved areas and subsequent removal of sprayed weeds..

7.2 Regular inspections of each estate are carried out by the Housing Officer as part of general duties. On top of these inspection, twice a year the Housing Officer will carry out an accompanied estate walkabout to which tenants will be given advance notice and invited to take part in a joint inspection. Timing of visits will be varied to give tenants who wish to contribute to inspection opportunities to do so at times to suit their other commitments.

Each visit will assess the quality and condition of:

- 1) Common landscaped areas, paths, non-adopted roads and parking areas
- 2) Common stairs, landings etc
- 3) Play areas and play equipment
- 4) External parts of buildings
- 5) Tenant's private gardens

These joint inspections will also be used to identify areas that may benefit from the community improvement grant set aside for each development.

Tenants will be notified of any follow up action that has been identified within five working days of the visit. Any items requiring attention will be re-checked at the next visit and this check recorded.

- 7.3** Defects due to performance of approved contractors, where still occurring at second or subsequent visits, will be noted in the contractor's records.
- 7.4** Tenants are required in terms of the Tenancy Agreement, to maintain common areas in a tidy condition. Common areas include common stairs and entrances, common access paths, common garden areas, and common rubbish facilities The Company will liaise with other statutory agencies in the enforcement of the condition of tenancy, e.g. Environmental Services.
- 7.5** Where requested by all tenants or where the Company deems it necessary on environmental health grounds, Homes for Life Housing Partnership will carry out cleaning of the Common areas and recharge the cost of this service to the tenants.
- 7.6** The Company undertakes to repair defective internal communal lighting within 24 hours of notification, and external lighting within 3 working days. It will repair door entry phones and **communal** T.V. aerials within 48 hours. Graffiti will be removed within 3 working days of being reported, 24 hours if the content is offensive.
- 7.7** Where tenants have been given permission to install satellite dishes or TV aerials it will be their sole responsibility to install and at the end of their tenancy to remove, making good any damage to Homes for Life property. If Homes for Life require to carry out maintenance or repair to the tenant's property it shall be the tenant's responsibility to remove and re-install any TV aerial or satellite dish, making good any damage.

8.0 CONDUCTING A BUSINESS FROM HOME

- 8.1** A tenant must apply to the Company for written permission to run a business from home. The Company will not withhold permission unreasonably since the importance of landlords enabling tenants to find employment is recognised.
- 8.2** Permission will be granted on the following conditions:
- It is a legal business
 - The tenant has acquired any necessary statutory permissions, e.g. licence; planning
 - The business will not threaten the structure of the building or the safety of neighbouring tenants/residents; and
 - The business will not cause nuisance or annoyance to neighbours
 - Such use is not contrary to any restrictions in the Title Deed of Conditions for the development

9.0 GARDENS

- 9.1** During the growing season inspections will be carried out of private gardens to ensure that they are being maintained in a tidy condition, free from weeds, litter, household goods and with grass no longer than 5cm or 2 inches

- 9.2 If gardens are not maintained satisfactorily, enquiries will be made to ascertain whether the tenant has a disability, which prevents them from maintaining the garden. In such cases, action will be taken to assist the tenant receive support in maintaining the gardens.
- 9.3 If the tenant does not need support and continues to fail to maintain the garden area, the Company will advise the tenant that this is a condition of tenancy and require that the garden be maintained.
- 9.4 If the tenant persists in failing to meet this condition of tenancy, where the Company deems it necessary, the Company may carry out the necessary maintenance and the tenant will be invoiced for the costs incurred.
- 9.5 Any tenant who fails to maintain his/her garden and/or yard in an acceptable and reasonable condition could face referral to Environmental Health or ultimately face legal action

10.0 LODGERS AND SUBLETS

10.1 Lodgers

Homes for Life Housing Partnership will grant permission to take in lodgers on the following conditions:

- The tenant applies in writing.
- The arrangement does not result in overcrowding according to our occupation space standards.
- Any rent to be charged to the lodger is considered reasonable by the Company; or
- Permission will not be granted if there is not enough room and if any extra person over and above the tenant and family would cause overcrowding. The tenant remains responsible for any problems, nuisance or damage caused by the lodger. The Company will reserve the right to withdraw permission at any time if there are any problems with the tenancy.

10.2 Sub-let

Where the tenant intends to be absent from the property for a period of time he/she may request permission to sub-let the property to a third party during their absence. Permission will normally only be given to sub-let a property for up to six months. In considering the request, Homes for Life Housing Partnership will re-examine whether there are currently any serious breaches of tenancy, e.g. serious rent arrears, the suitability of the individual who will be the subject of the sub-let and the rent level to be charged. The tenant will be required to enter into a formal written sub-let agreement with the new occupant, the content of which must be agreed with Homes for Life Housing Partnership.

- 10.3 During the period of the sub-let, the tenant remains responsible for the tenancy and the rent, including any breaches of tenancy.

11.0 MUTUAL EXCHANGES

- 11.1 The Company supports the principle of mutual exchanges as a way of meeting tenants rehousing needs. Homes for Life tenants may arrange Mutual Exchanges:

- With other Homes for Life tenants
- With other public sector landlords in the United Kingdom

- Through the online HomeSwapper scheme for exchanges across the country
- 11.2 We will not unreasonably withhold consent to exchange however there are circumstances when we may refuse (see Appendix 1).
- 11.3 No minimum period of tenancy applies before an exchange may be considered.
- 11.4 Exchanges are intended to satisfy long term housing need and may not be allowed where the exchange improves an applicant's situation but still leaves them in housing need.
- 11.5 Exchanges will be allowed where they will result in under-occupation of the property by no more than one bedroom.
- 11.6 We must respond to a request to exchange with our decision within 28 days of receiving the application. If we do not respond within this timescale it will, by law, be taken that we have agreed to the request. We may respond with a decision., which is subjects to conditions, including achievable timescales for exchanges to ensure all necessary administration and safety checks can be completed

12.0 PARKING OF VEHICLES

- 12.1 Parking Cars, motorcycles and other vehicles is restricted to the relevant spaces provided. These spaces may be designated to individual flat or houses, otherwise parking will be shared by all tenants and unless otherwise stated is restricted to one vehicle per household. No vehicle, caravan or trailer belonging to you or anyone living with you or anyone visiting you may be parked on our land which may cause annoyance or disturbance to neighbours
- 12.2 Regular estate inspections will monitor compliance with this condition of tenancy and appropriate action will be taken where vehicles are parked improperly on land in the Company's ownership.
- 12.3 Where untaxed vehicles are abandoned in streets or parking areas in the Company's ownership the owner will be asked to remove the vehicle. Where the owner fails to do this or the owner is unknown, the Company will ask the local authority to enforce their powers to have the vehicle removed

13.0 PAYMENTS TO TENANTS

- 13.1 There are certain circumstances under which Homes for Life may make payments to tenants, including decoration, disturbance, home loss allowances, one of ex gratia payments where appropriate, reimbursement of excess rent paid , or compensation for improvements.
- 13.2 **Decoration Allowance** : Homes for Life will provide decoration allowance where these payments are required as a result of disturbance to decorations during planned works; and where the payment of allowances would assist in the process of the prompt reletting of casual vacancies. The level of payment of decoration allowances will be reported for the Board's consideration separately for each programmed work contract, and will take into account all of the relevant circumstances relating to each contract. Proposed decoration allowances to assist the process of reletting of casual vacancies will be reported annually to the Board for consideration.

13.2 In line with those provided by other local landlords these currently are:

Livingroom	£75
Kitchen	£65
Bathroom	£65
Bedroom	£60
Hall	£60
Stair & hall	£130

13.3 **Compensation for Improvements:** Where a Tenant has made alterations or improvements with the Company's permission they may be entitled to compensation at the end of the tenancy. [this is covered in detail in our Policy on Compensation for Improvements]

14.0 PERMISSIONS

14.1 Where a tenant is required to obtain permission from Homes for Life they must do so in writing and Homes for life must respond in writing within one month of receipt of the written application. If the Company does not respond within one month, it is taken to have agreed to the request. If the Company refuses permission the tenant has the right to appeal to the sheriff within 21 days of the written reply. (see also 5.0)

15.0 PETS AND LIVESTOCK

15.1 Tenants will normally be allowed to keep pets, providing the tenant keeps the pet in a way that does not cause nuisance to neighbours. Domestic pet means, dog, cat, caged bird, fish, rodent, (such as hamster, gerbil or mouse), rabbit, small non poisonous reptile (such as terrapin or tortoise). This does not include any other animal. Tenants will be expected in all circumstances to be responsible for any damage or nuisance caused by their or visitors pet(s).

15.2 Tenants will be required to seek the Company's permission to keep the above pets, which will be granted on conditions concerning the control of the pet. Permission can be withdrawn if the tenant fails to meet these conditions. Tenant's should note the following responsibilities and obligations in terms of their Agreement:

- Tenants are responsible for the behaviour of any pets owned by them or anyone living with them or visiting them
- Tenants must take all reasonable steps to supervise and keep such pets under control,
- Tenants must take all reasonable steps to prevent such pets causing nuisance, annoyance or danger to neighbours. This includes fouling or noise or smell from their domestic pet.
- Tenants must take reasonable care to see that such pets do not foul or cause damage to the house, their neighbour's property, anything belonging to the Company or the common parts,
- The Company are entitled to require removal of the pet if causing nuisance or damage.

15.3 Tenants requesting permission to keep a dog will be allowed to do so, on the following conditions:

- The dog must be kept under control at all times and must be exercised on a leash;
- The dog must not be allowed to foul in or close to the house if the tenancy is in a communally landscaped or open plan scheme;

- The tenant is responsible for cleaning up dog faeces immediately
- The dog should not be allowed to cause nuisance to other tenants;
- The type of dog and its care and control must comply with the Dangerous Dogs Act 1991

15.4 The Company will not allow the keeping of:

- pigeons or aviaries of birds within the confines of a tenancy (including the garden area).
- Bees or apiaries (bee hives)

16.0 POST ALLOCATION VISITS

16.1 We aim to carry out a settling in visit to all our new tenants within 8 weeks of the start of their tenancy. The purpose of this visit is to:

- Ensure that new tenants fully understand their rights and responsibilities, and our rights and responsibilities as a landlord
- Ensure any claims for Housing Benefit have been submitted
- Ensure utility accounts have been set up
- Address any concerns that the tenant may have with neighbours or their neighbourhood
- Prevent rent arrears
- Encourage tenant participation
- Provide general housing advice

17.0 SHORT SCOTTISH SECURE TENANCIES (SSST)

17.1 Our policy is to provide tenants with a Scottish Secure Tenancy but we recognise that in some special circumstances there will be a requirement for a SSST. We may use an SSST in the following circumstances:

- If an Anti Social Behaviour Order (ASBO) is made against a tenant or anyone living with them we may convert their tenancy to a SSST
- If a prospective tenant/s or person who is proposed to live with them is the subject of an ASBO
- If a prospective tenant/s has been evicted of anti social behaviour within 3 years of being considered for a tenancy with the Company
- Temporary lets to persons moving into the area to take up employment to enable them to seek accommodation
- Temporary lets pending development affecting a property
- Temporary lets to homeless persons
- Temporary lets to persons requiring or receiving housing support services as defined in section 91(8) of the Housing(Scotland) Act 2001
- Lets in houses leased by us from another body where the terms of the lease preclude us from subletting under an SST.

18.0 TENANCY TERMINATIONS

18.1 All tenancy terminations must be confirmed in writing and will normally be subject to one month's notice in accordance with the terms of the Tenancy Agreement.

18.2 If the tenancy is being terminated due to the death of the tenant, two weeks rent free will be allowed for the family to clear the house. This may be extended to a maximum of four weeks with the approval of the Business Manager.

18.3 If a tenant is permanently hospitalised or moves to a nursing home, and they cannot sign a termination form, then the tenancy can only be terminated by someone with the legal power to do so e.g. a Power of Attorney. If the tenancy is terminated in this way and there is someone living in the property who has been a joint tenant; a partner (of

the same or opposite sex), a member of the tenant's family over 16 yrs of age or a carer who has been living in the home as their only or main home for at least 6 months before the tenant was hospitalised, we may offer the tenancy to that person, provided this complies with our allocations policy. If the property is adapted or will be under occupied by more than 1 bedroom, where possible, we will offer suitable alternative accommodation.

18.4 At the termination of tenancy the tenant will be required to leave a clear rent account and the property in an acceptable condition in accordance with the terms of the SST.

18.5 A pre termination inspection will take place to assess what work is required and to provide advice on clearing out the house, rechargeable repairs and compensation for improvements

19.0 EXCEPTIONS TO TENANCY MANAGEMENT POLICY

19.1 Where title conditions dictate variations to this policy, tenants will have these variations fully explained and these conditions will take precedence over the Company's Policy.

20.0 INFORMATION ABOUT THE POLICY

20.1 Information about this policy will be available for all tenants through the Tenant's Handbook. The full policy will be made available on request at no charge to tenants and at a minimal charge to all other people or organisations.

21.0 POLICY MONITORING AND REVIEW

21.1 The operation of this Policy will be reviewed annually by the Business Manager. A review of this Policy will be carried out every three years.

APPENDIX 1

The Housing (Scotland) Act 2001 states that we may refuse to consent to a request for an assignation, lodger, mutual exchange, sublet or joint tenancy providing we have reasonable grounds for doing so. The Act sets out particular grounds for refusal but this does not take away our general right to refuse. Tenants aggrieved by a decision have access to an appeals procedure.

Statutory Grounds for refusal [Housing (Scotland) Act 2001] :

Assignation, subletting joint tenancy or lodgers

- We have served a Notice of Proceedings on the tenant warning that we may seek eviction on certain grounds because of the tenant's conduct
- We have obtained an order for eviction
- In the case of subletting and lodgers, the rent or deposit proposed is unreasonable
- The proposed change would lead to the criminal offence of overcrowding
- We intend to carry out work on the house (or building of which the house forms part) which would affect the part of the house connected with the proposed change.

Mutual Exchanges

- We have served a Notice of Proceedings on the tenant warning that we may seek eviction on certain grounds because of the tenant's conduct
- We have obtained an order for eviction
- The house was let to the tenant because of his/her employment with us.
- The house was designed or adapted for persons with special needs and if the exchange was allowed, there would be no person living in the house who required those designs or adaptations
- The house is substantially larger for the tenant and his/her family needs or is not suitable for the needs of the tenant and his/her family
- The proposed change would lead to the criminal offence of overcrowding

Other Reasonable Grounds for refusal:

General

- If there are rent arrears outstanding
- If the proposed tenant, sub tenant or lodger fails to meet the requirements set out in the Company's allocation policy in terms of eligibility for housing (in practice this means that they would be able to complete the Company's Registration process and would not be placed 'on hold' if they were to register for any reason)
- We have information (from official sources) regarding the person/s who will become the tenant, sub-tenant or lodger that, were it in respect of a direct application for housing, would be sufficient to enable us to place that applicant 'on hold' on our housing register

Mutual Exchanges

- The house and garden of the incoming applicant is in an unsatisfactory condition or they have broken other tenancy conditions.
- Our tenant has altered the property without permission and needs to bring the property up to an acceptable standard.
- The exchange will result in under-occupation of more than one bedroom
- The Company's property is for designated special needs and the proposed incoming tenant does not meet the allocation criteria or require the facilities provided (e.g. wheelchair or amenity housing)

- An unsatisfactory report is received from the landlord of the incoming tenant.
- Either party has a medical condition and the proposed exchange property is unsuitable.

The above list is not exhaustive and the Company may refuse consent if it has other reasonable grounds for doing so.

Appendix 2

ORDER OF SUCCESSION

A Scottish Secure Tenancy can be inherited twice. Each time there are three levels of priority:

Level 1

Priority goes to the surviving spouse, co-habitee of either sex (providing the house has been their only or principal home for at least six months before the tenant's death) or a joint tenant;

Level 2

If nobody qualifies or chooses to succeed from the first priority group, priority goes to other members of the tenant's family, providing that they are aged 16 years or over and the house was their only or principal home at the time of the tenants death;

Level 3

If nobody in any of the above categories qualifies or chooses to succeed, priority goes to carer's aged at least 16 where the house was their only or principal home at the time of the tenants death and where they have given up their only or principal home to care for the tenant or a member of the tenants household.

If more than one person qualifies under any of the levels of priority stated above they must decide amongst themselves who should get the tenancy. If they cannot agree within 4 weeks of the tenant's death, the Association will make the decision.