



KINGDOM
Housing Association

Tenancy Management Policy

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Approved: 19 August 2019
Next Review: August 2024

Tenancy Management Policy

1. Introduction

This policy links to a number of our strategic objectives, particularly objective 4. Support Customers to sustain their tenancies; and objective 6. Ensure that the Group remains financially secure and delivers excellent customer focused services.

In addition the policy aligns with our corporate values by providing clear information for customers about some of the services that they may expect to access in relation to their tenancy.

The Tenancy Management Policy covers many of the services we provide to tenants in our role as landlord. This document details our approach in relation to the following matters:

- Abandonment of tenancy / joint tenancy
- Adaptations
- Assignations
- Care of gardens
- Car parking
- Lodgers
- Mutual exchanges
- Permissions
- Pets
- Right to repair
- Running a business from home
- Settling in visits
- Sublets
- Succession
- Tenancy terminations
- Transfer of tenancy and tenancy changes

We have separate policies for:

- Neighbour Disputes & Antisocial behaviour
- Estate Management
- Rent Arrears
- Empty Homes Management

This policy complies with relevant legislation.



In line with our commitment to diversity and inclusion, this policy can be made available in a variety of formats, including large print, translated into another language or media. Reasonable adjustments will also be made to assist individuals who have a disability.

2. General Principles

We will adopt a preventative approach to all potential tenancy management problems by making sure that tenants are well informed about their tenancy rights and obligations.

We will adopt a customer centred approach when dealing with tenancy issues and will involve both individuals and groups of tenants in finding solutions.

We will deal with issues sensitively and in confidence. Some issues cannot be dealt with effectively whilst absolutely maintaining confidentiality. Where this is the case, it will be explained to the individual(s) concerned and they will be consulted on how to proceed.

We will use legal remedies such as Action of Specific Implement and Notice of Proceedings to resolve issues. If necessary, we will take action to end a tenancy but this will always be a last resort, when all other options have been exhausted.

We will develop effective working relationships and involve other agencies such as the Police, Environmental Health, Community Mediation and Social Work wherever appropriate.

Unless otherwise specified, requests from tenants required in terms of the Tenancy Agreement must be in writing and can be submitted through the tenant's My Kingdom account. Where appropriate, forms will be provided to facilitate this and to ensure that all necessary information is collected at the outset.

We will provide leaflets, in plain English, explaining our policy and procedures in relation to particular requests, e.g. Mutual Exchanges, Permission for Lodgers etc. and these will be available online. On request and where appropriate, we will take practical steps to help tenants, such as arranging interpreting and translation, information on CD/tape, in larger print and in ethnic languages.

In some instances (for example mutual exchanges, applications to take in lodgers) we are required by law to notify our decision within 28 days failing which our consent is assumed. If we do not have sufficient information to make the decision then the request may be refused in order to protect our position. A revised decision will be made and notified to the tenant as soon as the necessary information is available.

If we refuse a tenants request, including in the circumstances outlined above, we will explain why in writing and the tenant will be advised of their right to appeal.



We will provide a high level of service regardless of age, disability, gender, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, special needs or geographical location.

This policy has been developed with input from stakeholders including tenants.

3. Areas of Service covered under this policy

Abandonment of Tenancy / Joint Tenancy

We aim to prevent abandonment by developing positive relationships with customers and providing clear information and advice about the conditions and responsibilities of a tenancy. In addition we provide tenancy sustainment services, including through dedicated support staff available to assist applicants from before they sign for a tenancy and at any stage thereafter.

If we have reasonable grounds to believe that someone has abandoned their tenancy, we will give the tenant(s) 28 days Notice of our intention to repossess the property. If, at the end of that period, the tenant has not made contact and we still have reasonable grounds for believing the tenancy has been abandoned then we will repossess the property by serving another Notice.

If, during the period of serving the first and second Notices, we have reason to believe that the property may be at risk or insecure and efforts to contact the tenant/Next of Kin (NOK) are unsuccessful, a decision will be made to change the locks.

If we have reason to believe a joint tenant has abandoned the property, we may give the abandoned tenant 4 weeks notice of our intention to end their part of the tenancy. If, at the end of this period, we still have reasonable grounds for believing that the abandoned tenant is not occupying the property, we will serve another Notice, terminating their interest in the tenancy which will end 8 weeks from the date of serving the second notice. The second Notice will be copied to the remaining joint tenant and the tenancy will continue in their name only.

We may suspend the use of the Abandonment procedure if the tenant(s) whereabouts become known to us at any stage.

If a tenant is unhappy about our decision to recover the abandoned property then they have the right to Appeal to us. They also have recourse to court and may raise proceedings against us within 6 months of the tenancy being terminated.

We will store abandoned belongings for a 6 month period, provided they are of sufficient value to meet the costs of storage. We will dispose of any belongings which are of insufficient value to cover the costs of storage.



Assignment

An assignment 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.

All tenants have the right to assign their tenancy provided they make their application in writing and they have received written consent from us. We may refuse consent if we have reasonable grounds for doing so.

In order to qualify for an assignment, the assignee must have stayed in the property as their principle home for a set period of time in line with legislative guidelines before the request is received. If the assignment would lead to overcrowding or if the property is adapted or has design features which is not required by the assignee or their household, we will not consent to the assignment.

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 assignment, we will consider the request as per above guidelines.

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.

Care of Gardens

We will outline the importance of garden maintenance to all new tenants at the start of their tenancy. We will routinely inspect gardens when visiting developments on other matters.

We will carry out home visits to tenants whose gardens are not being maintained in line with our tenancy agreement. If you have exclusive use of a garden attached to the house, you must take reasonable care to keep it from becoming overgrown, untidy or causing a nuisance (unless we have agreed to take care of it). If you fail to do this, we will take appropriate action in line with your tenancy agreement.

We maintain the gardens of our empty properties until we re-let them.

A Private Gardening Scheme is available to tenants who are eligible and would like help with their garden.

Car Parking

Car parking spaces are available to tenants and their visitors in some of our developments. The spaces are limited and it is not normally possible to allocate spaces for the sole use of tenants.

Unless otherwise specified, all communal car parking spaces are used on a first come, first served basis with no allocation of specific parking spaces.



We cannot stop members of the public from parking in our car parks as we do not have the authority to remove / fine / clamp or take tenancy action against them.

We will take appropriate measures to remove vehicles parked without authorisation, e.g. caravans or commercial vehicles if they are causing a problem or if they have been abandoned in our developments. Untaxed cars will be reported to the local authority to investigate.

We will not allow major repair work on cars or other vehicles parked in communal car parks owned or managed by us.

Lodgers

A lodger can be defined as someone who has sole use of at least one room in a tenant's home and pays some form of rent. Family members will not normally be classed as lodgers.

All Scottish secure tenants have the right to take in a lodger provided they have applied in writing or via our online portal My Kingdom and received our written consent. We may refuse consent if we have reasonable grounds for doing so.

During the lodging period, the tenant remains responsible for the payment of rent and adhering to conditions set out in their tenancy agreement.

We will make sure that the tenant understands the implications of having a lodger and how this might affect their benefit entitlement. During the lodging period, the tenant remains responsible for the payment of rent and adhering to the tenancy agreement.

There is no legal relationship between the lodger and us. In the event that the presence of a lodger results in a breach of tenancy conditions, e.g. nuisance to neighbours then we will withdraw permission. We may take appropriate legal action if the tenant fails to comply with our withdrawal of lodger permissions.

We must respond to requests for a lodger within 28 days of receiving the application with our decision. If we fail to respond within this timescale it will, by law, be taken that we have agreed to the request.

Joint to Sole Tenancy

If one joint tenant wishes to relinquish their share of the tenancy, then this must be done by written agreement between both joint tenants and us. This does not end the tenancy which will continue in the name of the remaining tenant, who assumes responsibility for all aspects of the tenancy, including e.g. rent arrears.



Sole to Joint

All Scottish secure tenants have the right to a joint tenancy with one or more individuals provided they have received written permission first and period of qualification has been met in line with legislative guidelines. The person that the tenant wants to add as a joint tenant, and any existing joint tenants, must apply in writing along with the tenant.

Mutual Exchanges

The term mutual exchange describes the ability of two (or more) tenants in the social housing sector in the UK to move house by swapping their homes.

We work with our local authority and housing association partners to promote mutual exchange as a positive choice to enable tenants more choice when looking to move home.

It is the responsibility of the tenant(s) wishing the mutual exchange to find another social rented tenant to exchange properties with.

We may refuse consent if we have reasonable grounds for doing so.

No minimum qualifying period of tenancy applies before an exchange can be considered.

We must respond to an exchange request within 28 days of receiving the application with our decision. If we do not respond within this timescale it will, by law, be taken that we have agreed to the request.

Pets

Tenants have the right to keep a domestic pet provided that written permission has been granted. All permission requests should be submitted in writing, via e-mail or through your My Kingdom account.

There is not an exhaustive list of pets that are allowed or prohibited under this policy. However, by way of guidance, a cat or dog would generally be considered to be a domestic pet. Illegal or exotic animals or breeds of dog legally designated as dangerous would generally not be given permission. We reserve the right to withhold permission to keep a pet where we are not satisfied that providing the permission would be appropriate in respect of our responsibilities as a landlord

It is a condition of keeping a pet that the tenant is fully responsible for complying with all relevant obligations set out in their tenancy including; ensuring that the pet does not cause an environmental hazard within or damage to the property, and that the pet does not cause nuisance, annoyance or danger to others.

If a tenant does not comply with the Tenancy Agreement, we will consider removing permission to keep a pet and taking appropriate legal action where necessary.



Running a Business from Home

We will normally grant permission to run a business from home provided that:

- The running of the business will not cause nuisance, annoyance or danger to neighbours or damage to the property.
- The property is suitable for the nature, type and extent of the business applied for
- There will be no breach of other tenancy conditions.
- The business does not need a change of use in respect of the building or lead to objections from statutory authorities.
- Registration required is provided by a statutory and professional body
- There are no related health & safety issues.

It is the tenant's responsibility to make sure that any statutory consents, e.g. planning permission, are granted and that any conditions applying such consents are fulfilled. Failure to comply with any of the above will result in permission being refused, or where permission already exists, to that permission being removed.

Settling in Visits

We aim to complete a settling in visit with all new tenants after their allocation. The purpose of the visit is to enhance tenancy sustainment and provide them with the opportunity to comment on their new home and services which we provide.

The visits also take place to help develop positive relationships with customers and to support key business requirements including for proactive management of rental income

Subletting

All Scottish secure tenants have the right to sublet, provided they have made their request in writing and received our permission. We may refuse consent if we have reasonable grounds for doing so.

We will normally only consider giving permission to sublet when the qualification period has been met in line with legislative guidelines and where the tenant will be away from home for a temporary period. Permission to sublet will only be granted for a specific period during which the tenant may be away, not normally exceeding 12 months. This period may be extended dependent upon individual circumstances and subject to the approval of the Head of Housing.

Permission will only be granted on condition that the tenant has registered as a Private landlord with the local authority and fulfils the criteria for registration.

The tenant will remain responsible for making sure that all conditions of their tenancy agreement are fulfilled through the period of the sublet.



The property must be occupied only by the person(s) for whom we have given permission and we reserve the right to refuse an application to sublet.

If, at the end of the sublet, the tenant does not move back into the property and we have not granted an extension to the period of sublet, we may raise proceedings to terminate the tenancy.

We must respond to sublet requests within 28 days of receiving the application giving our decision. If we fail to respond within the timescale it will, by law, be taken that we have agreed to the request.

Succession

Succession to a Scottish secure tenancy means a person, who is a qualifying person, inherits the tenancy on the death of a tenant.

A Scottish secure tenancy can only be succeeded twice. Each time there are three levels of priority, if the tenancy has been inherited twice, the third death will normally end the tenancy. However, this will not happen if there is a surviving joint tenant, in which case, the tenancy will continue.

We will grant succession providing the following conditions are met:

- The tenant has died
- The successor must be a qualified person
- Period of qualification has been met

Succession is an automatic right and cannot be refused on the basis of tenancy breaches by the deceased tenant.

Before granting succession, we will need to be satisfied that the person applying to succeed meets the conditions. We may refuse a succession request if we are unable to confirm that the property was their only or principle home at the time of the death of the tenant and the property was used as their principle home for set period of time in line with legislative guidelines. In determining this, we may ask for proof.

Succession Rights for Adapted or Wheelchair Properties/Letting Initiatives

If the property in question has been designated, designed or substantially adapted for a tenant with particular needs or circumstances, succession rights apply to Category 1 qualifying persons only.

Qualifying persons from Categories 2 & 3 will only be eligible for succession if they have particular needs of the kind provided by the property. If there is no needs requirement but the person would have qualified but for this, we will make other suitable accommodation available.



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

Qualifying successors will sign a Succession of Tenancy Notice of Intention form. This must be attached to the SST as it agrees to the bounds of conditions of the original Scottish Secure Tenancy.

Tenancy Termination

All tenancy terminations must be confirmed in writing, by e-mail or via your customer account on our on-line portal 'My Kingdom'; and are subject to one month's notice in accordance with the terms of the Tenancy Agreement.

If the termination is a result of an offer of housing from another RSL or local authority, the period of notice may be reduced and the tenancy ended the day after the keys are received.

If a tenant is permanently hospitalised or moves to a nursing home and they cannot sign a terminations form, then the tenancy can only be terminated by someone with the legal power to do so, e.g. Power of Attorney. If the tenancy is terminated in this way and we have been told about someone else living in the property who has been resident for at least 12 months before the tenant was hospitalised, we may offer the tenancy to that person provided this complies with our Allocation policy, e.g. if the property is adapted or will be under occupied by more than 1 bedroom then we would offer suitable, alternative accommodation.

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 Scottish secure tenancy.

Transfer of Tenancy

There is legally speaking only 1 type of transfer which should be called transfer of tenancy. This is a transfer from 1 spouse to another by court under the terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981. Our consent to this is not needed but we are able to object to the transfer by representation in Court.

When the Court makes such an order, the new tenant will assume all rights and obligations of the former tenant other than rent arrears. However, where the tenancy was a joint tenancy, the tenants remain jointly and severally liable for any arrears accumulated before the Court order. That means that either spouse can be obliged to repay the entire amount.

In all cases, a new Tenancy Agreement must be signed and a copy of the Court order retained.



4. Monitoring and Review

Operational delivery and monitoring of actions taken under this policy is undertaken primarily by the Housing Management Team Leader, performance reviewed by the Housing Management Team Leader and Head of Housing.

This policy will be reviewed 5 years from the date of implementation or latest review; which will be the date the policy is approved by the governing body, or earlier if deemed appropriate. In the event that this policy is not reviewed within the above timescale, the latest approved policy will continue to apply.



KINGDOM HOUSING GROUP

TENANCY MANAGEMENT POLICY

This policy has been prepared in accordance with the Plain English principles and has been reviewed by a Plain English Champion in the reviewing Department: Yes / No

Policy drawn up with reference to:

Housing (Scotland) 2001 Act

Housing (Scotland) 2014 Act

Equalities Act 2010

The regulations will be also recognised as part of the development and implementation of the relevant procedures and when contracts are awarded.

Reference made to the following sources and other guidance:

Prepared by: Matthew Busher, Head of Housing

Review Process:

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Sub Committee Approval of Policy on 25 June 2019

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