



# Tenancy Management Policy

V.5 – August 2019

<b>Policy Number</b>	<b>H.34</b>			
<b>Document Owner</b>	<b>Housing Services Director</b>			
<b>Review Frequency</b>	<b>3 years</b>			
<b>Reviewed by</b>	<b>Management Committee</b>			
<b>Date Approved</b>	<b>TBC</b>			
<b>Next Review Due</b>	<b>TBC</b>			
<b>Version Number</b>	<b>05</b>			
<b>Consultation Required</b>	<b>Yes</b>	<b>X</b>	<b>No</b>	
<b>Equalities Impact Assessment</b>	<b>Yes</b>	<b>X</b>	<b>No</b>	
<b>Added to Website</b>	<b>Yes</b>	<b>X</b>	<b>No</b>	

<b>SSHC Reference</b>	
<b>SHR Reference</b>	

## Related Documents

- Scottish Secure Tenancy
- Short Scottish Secure Tenancy
- Anti-Social Behaviour Policy
- Maintenance Policy
- Tenant Participation Strategy
- Equality and Diversity Policy
- Complaints Policy
- Tenancy Management Procedures
- Allocations Policy
- Compensation for Improvements Scheme
- Anti-Social Behaviour Policy

## **Translation Statement**

If you have any difficulties reading this information or need further help understanding our processes please contact us. We can make this document available in a variety of formats. All you need to do is let us know what you need and we will try to assist.

## **Compliance**

This policy has been drafted to ensure that it complies with current legislation and industry good practice.

## **Equality & Diversity**

Fyne Homes is committed to providing services which embrace diversity and which promote equality of opportunity. As an employer we are also committed to equality and diversity within our workforce. Our goal is to ensure that these commitments, reinforced by our values, are embedded in our day-to-day working practices.

## **Openness & Confidentiality**

Fyne Homes believes that its members, tenants and other interested parties should have access to information on how it conducts itself. This means that unless information requested is considered commercially sensitive or personally confidential it will be made available on request.

## **General Data Protection Regulations**

Fyne Homes recognises that the General Data Protection Regulations are an important piece of legislation to protect the rights of individuals in respect to any personal information that we may keep about them, whether on computer or in manual systems. We will treat your personal data in-line with our obligations under the current data protection regulations and our own Data Protection Policy. Information regarding how your data will be used and the basis for processing your data is provided in our Transparency Statements

## **1. Introduction**

- 1.1. Fyne Homes is committed to ensuring efficient and effective tenancy management is high on our priorities.
- 1.2. We recognise good tenancy management has a positive effect on tenants' satisfaction levels; working successfully with tenants and residents to safeguard the condition of the houses and the surrounding environment, and long term tenancy sustainment.
- 1.3. Based around the Scottish Secure and Short Scottish Secure Tenancy Agreements, tenancy management must be proactive, involve all relevant stakeholders and provide a comprehensive framework against which decisions on tenancies are taken by staff.

## **2. Aim**

- 2.1. The main aims of this policy are:
  - 2.1.1. to have a transparent policy which ensures a consistent approach to tenancy management issues;
  - 2.1.2. to enable those living in our developments to have quiet enjoyment of their home with comfortable, safe and secure living conditions;
  - 2.1.3. to ensure the Association's properties and surrounding areas are maintained in a good condition and are valued by its residents and the wider community;
  - 2.1.4. to establish good relationships and communication with our residents and other stakeholders in relation to tenancy management issues;
  - 2.1.5. to establish good working relationships with other agencies, to help us to achieve high quality environments for all our residents;
  - 2.1.6. to promote preventative measures by ensuring all tenants are aware of their responsibilities as detailed within their Tenancy Agreement;
  - 2.1.7. to consider the implications of design features in new build properties to minimise the possibility of estate management issues arising; and
  - 2.1.8. to set and monitor standards and outcomes for key activities and services which impact on effective tenancy management.

## **3. Links to vision and strategic priorities**

- 3.1. As a registered social landlord Fyne Homes recognise it must:
  - 3.1.1. comply with the Scottish Social Housing Charter outcomes as set out by the Scottish Government;
  - 3.1.2. meet the needs and aspirations of customers; and
  - 3.1.3. build sustainable communities.

## **4. Legal framework**

- 4.1 This policy adheres to legal requirements contained within the following legislation:

- Housing (Scotland) Act 2014
- Human Rights Act 1998
- Data Protection Act 2018
- Matrimonial Homes (Scotland) Act 1981
- Dangerous Dogs Act 1991
- Environmental Protection Act 1990
- Equalities Act 2010

## **5. Tenancy Agreements**

- 5.1. Fyne Homes will always grant Scottish Secure Tenancies to new tenants under the terms of the Housing (Scotland) Act 2014, except where:
- 5.1.1. a Possession Order on the grounds of Anti-social behaviour has been made against the prospective tenant(s) in the previous three years;
  - 5.1.2. the prospective tenant(s) or anyone living with them is subject to an ASBO;
  - 5.1.3. there is evidence the applicant, a member of their household or a visitor has been engaged in antisocial behaviour in or near their home or towards the landlord's staff;
  - 5.1.4. it is a temporary let to a person moving into the area for employment;
  - 5.1.5. it is a temporary let pending development of a house; or
  - 5.1.6. the let is for a homeless person to fulfil the local authority's statutory duty.
- 5.2. Fyne Homes recognise tenants have a right to a joint tenancy and will automatically offer this unless there are reasonable grounds for refusing. Such grounds would include:
- 5.2.1. where the granting of a joint tenancy would lead to the property becoming overcrowded;
  - 5.2.2. where either party has rent arrears that are not the subject of a maintained agreement; or
  - 5.2.3. where the property was not going to be the principal home of the applicant.
- 5.3. If the Association has refused a joint tenancy, applicants will have the right to appeal to the Housing Team Leader about the decision and then to follow the Association's Complaints Procedure, if they are not happy with the response.
- 5.4. When signing up for their new home, new tenants will be provided with information, advice and assistance about estate management matters including:
- 5.4.1. a copy of the Tenants Handbook; and
  - 5.4.2. an explanation of the Scottish Secure Tenancy (SST) or Short Scottish Secure Tenancy (SSST) and in particular, matters relating to estate management issues.

## **6. Tenancy Matters**

- 6.1. Fyne Homes will fulfil their statutory and contractual obligations to tenants according to the terms of their SST and SSST Agreement; and in all cases where permission is required, will be subject to the Association's written approval.

Fyne Homes will comply with the provisions of the Housing (Scotland) Act 2014, and whilst we can refuse to grant permission, will only do so on reasonable grounds.

Where you disagree with a decision to grant permission there is a right to appeal to the Housing Services Director in the first instance. Should you remain unhappy with the outcome of the appeal you will be referred to Fyne Homes Complaint Handling Procedures.

There are a number of areas subject to the Association's approval:

- 6.1.1. **Succession** - is the passing on of a tenancy when the sole tenant dies and a qualifying successor applies for the right to succeed to the tenancy of that dwelling. Succession can only take place when the successor has lived in the property as his/her only or principal home for a period of at least 12 months. A succession will only be granted where proof of residency exists and the qualifying criteria are met.
- 6.1.2. **Mutual Exchange** - occurs when one social housing tenant exchanges properties with another. Any tenant may apply for Fyne Homes consent to exchange their property with another Scottish Secure Tenant, even if it is not the same landlord. A mutual exchange will only be granted where both parties meet the qualifying criteria.
- 6.1.3. **Assignment** - is the transfer of the rights and responsibilities, which are held by the original tenant (the assignor), to another individual (the assignee). Assignment can only take place where a tenant intends to leave the household and where the assignee has lived in the property as his/her only or principal home for the previous twelve months and the qualifying criteria is met.
- 6.1.4. **Sub- Letting/Lodgers** – is allowing another person to live in the property, usually whilst the tenant is still in occupation. In the case of a sub-let, the new resident will usually have exclusive rights to part of the dwelling, whereas a lodger does not have such exclusive rights. Fyne Homes will ask for details on the arrangement between you and the intended sub-letter/lodger to allow us to assess your request.
- 6.1.5. **Voluntary Changes to Tenancy** - A voluntary change in tenancy occurs where the tenant wishes to relinquish the rights and responsibilities to another member of the household. In a voluntary transfer, the original tenant does not need to leave the household. Applications in respect of a voluntary change in tenancy are individually considered and may include:
  - Transfer of a single tenancy to joint tenancy;
  - Transfer of a tenancy to an adult child;
  - Transfer of a tenancy between spouse and co-habitee; or
  - Transfer of a tenancy to another member of the household

The proposed new tenant must have lived in the property as his/her only or principal home for the previous twelve months.

- 6.1.6 **Matrimonial Homes Disputes** - The Association will comply fully with the instructions of a Court to transfer a tenancy from one spouse to another under the provisions of the Matrimonial Homes (Family Protection) (Scotland) Act 1981.
- 6.1.7 **Running a Business from Home** - It is a condition of tenancy that tenants must not allow their home to be used as a base for any business. However, Fyne Homes recognise activities such as child minding are a useful community resource. Therefore, in certain circumstances, the Association will consider written requests from tenants to carry out businesses from their homes.
- 6.1.8 **Keeping Pets** - The Association must balance the rights of the tenant with the rights of neighbours and the community to prevent pets causing nuisance, annoyance or danger. The Association also needs to maintain its properties to the required statutory standard. For this reason tenants are required to apply, in writing, for permission to keep or breed any animals regardless of whether they are domestic, exotic, livestock, caged or other.
- 6.1.9 **Alterations to Properties, Right To Compensation** - This is subject to a separate policy.
- 6.1.10 **Garden Maintenance** - It is a condition of the SST that all tenants who have access to a garden within the boundaries of the property allocated to them, must take reasonable care to keep it from becoming over-grown, untidy or causing a nuisance. A member of the Housing Department will regularly monitor gardens, taking the necessary action to improve standards in situations where they have slipped. If all reasonable efforts by the Association have failed, we may arrange for the work to be done ourselves and charge you for it.
- 6.1.11 **Common Areas** – If you share a garden with others you must take your turn to keep it from becoming over-grown, unless there are arrangements in place for the Association to provide garden maintenance. It is still your responsibility to keep the area tidy. If tenants cannot agree the arrangements the Association will consult with them and decide what you should do and when. A member of the Housing Department will regularly monitor common areas, taking the necessary action to improve standards in situations where they have slipped. If all reasonable efforts by the Association have failed, we may arrange for the work to be done ourselves and charge you for it.

The Association will carry out communal repairs within the timescales set out in our maintenance policy. Where deliberate damage or vandalism has occurred the responsible tenants may be recharged.

- 6.1.12 **Communal Cleaning** - If you share communal areas such as a close, walkway and/or stairs with others you must take your turn to clean it unless the Association has arranged a cleaning service. It is still your responsibility to keep the areas tidy, clear and if tenants cannot agree the

arrangements the Association will consult with them and decide what you should do and when. A member of the Housing Department will regularly monitor common areas, taking the necessary action to improve standards in situations where they have slipped. If all reasonable efforts by the Association have failed, we may arrange for the work to be done ourselves and charge you for it.

- 6.1.13 **Parking and Abandoned Vehicles** – No vehicle, trailer or caravan belonging to a tenant, member of their household or visitor, may be parked on the Association's land unless the land is set aside for parking, permission has been given by the Association, or it is a public road.

In every case, any such parking described above will not cause a nuisance or annoyance to neighbours, such as parking which restricts access to a tenant's property or other parking areas.

Abandoned vehicles, trailers and caravans will be reported to the relevant local authority for uplift and if appropriate, disposal. Where an abandoned vehicle is identified as being a danger, the details will be passed to the police for action.

- 6.1.14 **Refuse Disposal / Fly-Tipping** - Tenants are expected to put all household refuse for collection in the place allocated and that such refuse be properly bagged. If rubbish is to be collected from the street it should not be put out earlier than the evening before the day of collection. Rubbish containers should be returned to their normal storage places as soon as possible after rubbish is collected. The Tenant is responsible for arranging the uplift of large and heavy items they have disposed of.

In circumstances where fly-tipping occurs on land owned by the Association the identified objects will be reported to Argyll and Bute Council for removal. Any costs incurred in removing such items will be passed on to the relevant tenants.

- 6.1.15 **Recycling** - Fyne Homes is committed to sustaining the environment and as such promotes the recycling of refuse where possible. Tenants can contact their local housing office or Argyll & Bute Council to find out what arrangements are in place for recycling in their local area. If additional bins are required tenants should contact Argyll & Bute Council on 01546 605522.

- 6.1.16 **Dog Fouling** - Tenants who allow their pets to foul within the boundaries of the property they live in and fail to clean up the mess, may have their permission to keep a pet withdrawn, and/or be reported to Argyll & Bute Council Environmental Services.

It is also illegal to fail to clean up after your dog on public land and could result in a fixed fine under the Dog Fouling (Scotland) Act 2003. Where the Association has reason to believe there is concern for any animals welfare the SSPCA and/or Police Scotland will be notified.

## 7. Consultation

7.1 Fyne Homes is committed to seeking the views of its tenants and to take account of these views as per the Tenant Participation Strategy.

## 8. Right of Appeal and Complaints

8.1 Any tenant who wishes to complain about the way a tenancy management issue has been dealt with may do so in the first instance to the Housing Officer, and thereafter have the right to appeal to the Housing Services Director. If they remain dissatisfied they will be referred to the Association's Complaints Policy.

## 9. Monitoring and Review

9.1 It is the role of the Management Committee to oversee the tenancy management function of the Association. Committee's role can be defined as having responsibility for:

- Monitoring the policy and practice.
- Receiving performance monitoring information on relevant tenancy changes.
- Ensuring standards are maintained and the Association meets the Scottish Social Housing Charter outcomes.

9.2 This policy will be reviewed in line with the respective current Fyne Homes policies, and/or where a change in legislation arises

9.3 If there is a procedural delay in the policy revision then the relative legislation in force at the time will prevail.

<b>Version number</b>	<b>Revision Date</b>	<b>Part of doc revised</b>	<b>Reason for revision</b>	<b>Approved by</b>
5	Nov 2019	All	3 yearly review	Mgt Comm