

CLYDE VALLEY HOUSING ASSOCIATION

Estate Management Policy Guide

Policy Number HM07

• Policy Prepared by	Stewart MacKenzie Head of Housing Services
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COMPATIBLE WITH:	
• Legislation	Yes
• Equal Opportunities Policy	Yes
• Business Plan	N/A
• Performance Standards	Yes
• Tenant Participation Strategy	Yes
• Risk Strategy	Yes
• Statement on Openness and Confidentiality	Yes
• Minimum Lettable Standard	Yes

Please Note

On request, the Association will provide translations of all our documents, policies and procedures in various languages and other formats such as computer disc, tape, large print, Braille, etc. This can be arranged by contacting the Association's offices.

Clyde Valley Housing Association Estate Management Policy Guide

Contents	Page
Context – Estate Management Policy Guide	2
Estate Management Policy	3
Void Management Policy	10
• Minimum Lettable Standard	12
Abandoned Properties Policy	18

Clyde Valley Housing Association Estate Management Policy Guide

Context

Clyde Valley Housing Association owns and manages over 2,500 homes across a diverse area. Through our subsidiary, Clyde Valley Property Services, we provide services to a further 2,500 households. The policies contained within our *Estate Management Policy Guide* are relevant to tenants, sharing owners and factored owners.

Our *Estate Management Policy Guide* comprises the following:

- Estate Management Policy;
- Void Management Policy; and
- Abandoned Properties Policy.

The *Estate Management Policy Guide* has been developed to ensure compliance with Performance Standards, Regulatory Guidance and 'Raising Standards in Housing'. It is also consistent with Clyde Valley Housing Association's Equal Opportunities Policy, Business Plan, Tenant Participation Strategy and Risk Management Strategy.

Performance against the agreed policy objectives is monitored by the Board of Management on an ongoing basis and is subject to review every three years, or sooner if required.

We will consult with and involve our tenants on policy development and any proposed changes of policy. We will publish a list of policies on our Web Site and annually in our newsletter, advising that full copies are available on request and inviting comments and suggestions from our customers.

Estate Management Policy

Introduction

- 1.1 Clyde Valley Housing Association is committed to delivering a high standard of service to our tenants and owners. We will strive towards providing tenants, adjoining owners and their households with a safe, secure and pleasant environment.

Context

- 2.1 Estate Management covers a wide range of issues and is not simply about managing buildings and the surrounding environment.
- 2.2 Estate Management involves providing a service that offers advice and assistance to tenants on tenancy matters, dealing with owners and working with other agencies as appropriate, such as the Police and Council services.
- 2.3 Our tenancy agreement underpins how we deliver our Estate Management service. It clearly sets out the rights and responsibilities of tenants regarding their house and towards their neighbours. It also sets out Clyde Valley Housing Association's rights and responsibilities towards our tenants and our property.
- 2.4 Generic Housing Officers will play a central role in delivering our Estate Management service. Their duties will include ensuring that all tenants comply with their tenancy agreement and respect the environment within which they live. Each Housing Officer will manage a specific 'patch' or area and will be the principal point of contact for residents in that area.

Legislative & regulatory framework

- 3.1 We will comply at all times with all relevant and current legislation when dealing with Estate Management matters.
- 3.2 We will also comply with the principles contained within the guidance notes and performance standards issued by Communities Scotland.
- 3.2 We will work in partnership with other agencies such as the Police, Environmental Health and Social Work to comply with legislation and to ensure that we operate fairly within our policy.

Aim

- 4.1 Our aim is to be proactive in minimising Estate Management problems by ensuring that residents comply with their legal responsibilities (e.g. conditions of their tenancy), in order that our residents can feel safe and comfortable in their home and enjoy living in a neighbourhood that is in a good state of repair.

Objective

- 5.1 Our objective is to provide an Estate Management service which:
- fulfils our legal requirements;
 - is efficient and proactive;
 - focuses on prevention and early intervention where required; and
 - is visible and prominent in estates.

Local environment

- 6.1 We will manage our estates to a high standard to ensure that residents can be proud of their local environment. We will take firm action against tenants whose behaviour damages the physical environment of our houses and the immediate surroundings.
- 6.2 We recognise that a comfortable environment is important to our tenants and we will work closely with all agencies that contribute towards a pleasant and comfortable environment, such as the Police and Environmental Health. We will develop and agree a protocol to actively share information where appropriate and necessary with the Police and other agencies.
- 6.3 Our Housing Officers will regularly inspect gardens, stairs and common areas and take appropriate action against tenants who are not keeping these areas to an acceptable standard.

Estate inspections

- 7.1 We manage properties in a number of estates and within these areas we have a mix of flats with a common entrance, four-in-a-block properties and cottage-type houses. In addition there are a number of areas of common open space, garage sites, lock-up areas and communal footpaths.
- 7.2 Our Housing Officers seek to carry out annual visits to every tenant. Housing Officers, in partnership with other colleagues as appropriate, will also carry out regular estate inspections, involving both planned inspections (every three months) and responsive inspections (as required). Inspections will include the following:
 - house visits (including settling in visits) – reminding tenants of obligations and being alert for signs of deterioration;
 - gardens;
 - common closes, back courts and bin stores;
 - landscape maintenance
 - common areas;
 - vandalism (identifying, reporting, ordering remedial work, liaising with Police);
 - general estate environment;
 - alterations (runways, TV aerials, etc comply with the Association's conditions);
 - safety issues (possible hazards e.g. fencing, broken steps, paths etc); and
 - planned maintenance issues (to be referred to Technical Services).
- 7.3 There are a number of issues arising within an estate that are outwith the direct control of the Association e.g. street cleaning, lighting, litter, abandoned cars etc. However the Housing Officer will notify or liaise with the agencies responsible e.g. Police, various services of the Local Authority, etc.
- 7.4 Housing Officers will log all issues that have been identified on our Estate Management system and within our tenancy records. Housing Officers will also monitor progress, initiate follow-up action (e.g. writing to tenants regarding failure to keep common areas clean and tidy, etc) and refer issues for others to address as appropriate (e.g. Technical Services, local authority, etc).

Anti-social behaviour & harassment

- 8.1 Tenants are entitled to live in their home free from fear and disruption from others. We will respond promptly to all complaints about breaches of tenancy conditions involving disruptive behaviour and harassment. We will take a firm approach as required.
- 8.2 We will deal with all complaints of anti-social behaviour or harassment fairly and effectively and will regularly update the complainant of all action being taken.
- 8.3 We will work closely with all agencies that can provide advice, assistance and support in dealing with anti-social behaviour or harassment.
- 8.4 Anti-social behaviour, sometimes referred to as neighbour disputes, is an almost inevitable consequence when the lifestyles of people living near to each other clash. This can happen when, for example, different age groups, household sizes / family composition, cultural backgrounds, and working / sleeping patterns give rise to arguments.
- 8.5 This can manifest itself in a number of ways, such as complaints and disputes about responsibility for common areas, litter, noise, or the behaviour of children. Whatever the case, there is often great potential for the dispute to become serious over time if it is not resolved at an early stage.
- 8.6 The definition of what constitutes 'anti-social behaviour' is based upon what is viewed reasonable and unreasonable and this, in turn, requires a judgement to be made. The types of behaviour viewed as anti-social are likely to include:
- drug dealing;
 - harassment;
 - racism;
 - sectarianism;
 - violence or threat of violence;
 - people gathering and causing a disturbance;
 - noise;
 - failing to control pets;
 - failing to maintain the garden to an acceptable standard;
 - failing to keep the communal areas clean and tidy, (i.e. stairs, closes, back courts, bin areas etc.);
 - failing to comply with instructions on the storage of rubbish / recycling goods and the storage and collection of rubbish / recycling bins; and
 - any other anti-social behaviour that Clyde Valley Housing Association reasonably defines as being unacceptable.
- 8.7 We will view all complaints of alleged anti-social behaviour from the complainant's perspective and will investigate all cases confidentially and impartially. Complaints about anti-social behaviour should generally be made in writing, otherwise it may be difficult for the Association to pursue them. However there may be circumstances where it is appropriate for us to respond to verbal complaints. The Association's staff will offer assistance where required and a sign or language interpreter can be made available and the complainant can have a family member, friend or other representative with them at all times, if they so wish. We will discuss complaints in a location where complainants feel comfortable and details of the alleged anti-social behaviour will be treated confidentially.

- 8.8 As part of our investigations, and with the agreement of complainants, we will work with relevant agencies (e.g. Police, local authority, victim support, etc), regularly monitoring progress and initiating follow-up action if required. As part of this process we may issue complainants with a diary so that they can note any incidents of anti-social behaviour.
- 8.9 We will seek to resolve cases of anti-social behaviour informally, but where there is persistent anti-social behaviour we will explore other avenues, such as:
- Social Work;
 - mediation service;
 - Police (usually for corroboration of, for example, excessive noise);
 - Anti Social Task Force; and
 - legal and other remedies (including Interim Interdict; Anti-Social Behaviour Order; legal proceedings to recover the tenancy; and management transfer).
- 8.10 The Association will not tolerate any forms of harassment. Our initial assumption will be that harassment exists if the victim perceives this to be the case. We will take all allegations of harassment very seriously and act promptly.
- 8.11 'Harassment' exists when one party acts to adversely affect the peace or comfort of, or cause offence to, another party (the victim). It is different from anti-social behaviour (as described above) in that harassment is usually deliberate and directed at one person / household, although the distinction can sometimes be confused and the terms used interchangeably. Often the harassment will be on at least one of the following grounds:
- race;
 - colour;
 - religion;
 - gender;
 - sexual orientation;
 - disability;
 - illness;
 - age;
 - lifestyle;
 - political beliefs; or
 - occupation.
- 8.12 It is impossible to provide an absolute definition of the types of action that may constitute harassment, but the following list provides examples.
- the use of slogans (in written or spoken form) that cause offence;
 - violence or threats of violence (whether empty or not);
 - berating the victim to others; or
 - any action that makes the victim feels ill at ease or harassed.
- 8.13 Complaints should be made in writing, otherwise it may be difficult for the Association to pursue them. However there may be circumstances where it is appropriate for us to respond to verbal complaints. The Association's staff will offer assistance where required and a sign or language interpreter can be made available and the complainant can have a family member, friend or other representative with them at all times, if they so wish. We will discuss complaints in a location where complainants feel comfortable and details of the alleged harassment will be treated confidentially.

- 8.14 As part of our investigations, and with the agreement of complainants, we will work with relevant agencies (e.g. Police, local authority, victim support, etc), regularly monitoring progress and initiating follow-up action if required. We may issue complainants with a diary so that they can note any incidents of harassment.
- 8.15 Staff will be required to use their reasonable professional judgement on the best way to address a case of alleged harassment, with the steps taken depending upon the circumstances of each individual case. We will keep a detailed record of action taken – the type of action is likely to include:
- interviewing the alleged perpetrator (if appropriate);
 - interviewing neighbours;
 - seeking information from the Police, Social Work, Positive Action in Housing or any other agency likely to have information;
 - interviewing others who have witnessed the harassment; or
 - photographic evidence (of offensive graffiti, for example).
- 8.16 If we are satisfied that alleged harassment has taken place, we will consider the following factors in determining the most reasonable way to proceed:
- nature of the allegation/s;
 - seriousness of the allegation/s;
 - level of evidence available to support the allegation/s;
 - degree of risk faced by the alleged victim if the harassment is to continue;
 - wishes of the alleged victim; and
 - likely effectiveness of one option versus another.
- 8.17 Potential remedies include:
- mediation;
 - legal action for repossession as a result of a breach of the tenancy conditions on the part of the perpetrator;
 - application for an interim Anti-Social Behaviour Order (ASBO), an ASBO or a closure order where there is persistent anti-social behaviour / harassment; and
 - management transfer (either within Clyde Valley's stock or via a reciprocal arrangement with another landlord).
- 8.18 In addition to the above, where there is a suggestion that the perpetrator may have committed a criminal offence – for example under the Race Relations Act 1976 – we will assist the victim in taking the case to the Police or another organisation that may be better placed to offer advice.

Enforcing the tenancy agreement

- 9.1 We will take prompt action against tenants who breach their tenancy agreement. This action will initially be a warning letter or an interview with the tenant to discuss the issues. In the event of the tenant continuing to breach the agreement, the action will become more serious and may lead to legal action such as an ASBO or a Notice of Proceedings that could ultimately lead to eviction. Our Estate Management procedures contain full details of how we deal with breaches of the tenancy agreement in terms of Estate Management.
- 9.2 We will explore all initiatives promoted by the Police, the local authority and other agencies to assist us in tackling anti-social behaviour issues. Such initiatives include mediation services, professional witnesses, etc.

New tenants

- 10.1 We will work closely with all new tenants to ensure that they are fully aware of their responsibilities under their tenancy agreement and how they should comply with them.
- 10.2 We will provide our new tenants with advice and assistance when they sign up for their new home. This will include advice on all statutory rights that they have, such as the Right to Repair, the Right to Compensation for Improvements and the Right to Buy. As appropriate, we will also include advice on how to apply for a joint tenancy, assignation of a tenancy, succession to a tenancy etc. as well as an explanation of the rules that we will use to make such decisions. We will also give advice on how and when tenants should seek permissions, for example to renew doors, lay laminate flooring, erect a garden shed, take in a lodger, etc.
- 10.3 We will carry out new tenancy visits to all new tenants within 6 – 8 weeks of the start date of their tenancy. During the visit we will ensure that the tenant is fully aware of their responsibilities under their tenancy agreement, including how much rent they should pay and how to get financial assistance with rent if appropriate.

Vulnerable tenants

- 11.1 We will work closely with vulnerable new tenants and vulnerable existing tenants to ensure that they receive the necessary support to assist them in complying with the responsibilities of their tenancy agreement.

Involving and informing tenants

- 12.1 We will consult tenants using a variety of methods. For example, we will commission sample surveys of tenants' views and develop tenant suggestion schemes. Feedback will allow us to gauge the effectiveness and appropriateness of a range of service issues including service standards, performance targets, service delivery, policy development and service development.
- 12.2 We will involve tenants at a local level to develop initiatives to deal with areas of concern and make improvements within their area. This may take the form of local estate action groups, close committees, etc.
- 12.3 We will publicise our Estate Management Policy through our newsletter, tenants' handbook and on our website.

Involving owners and private rented tenants

- 13.1 We will encourage owners to take part in any projects involving common repairwork and common improvements to property, directing them to agencies that may be able to offer them advice and assistance with financial considerations.
- 13.2 We will deal with any issues involving owners or private tenants on an individual case basis and will take the appropriate action at the time. Such issues will include anti-social behaviour and failure to meet the conditions of sale.

Service quality and continuous improvement

- 14.1 We will operate our Estate Management service in accordance with our Equal Opportunities Policy.
- 14.2 If anyone is dissatisfied with how we have dealt with an Estate Management matter they can register a complaint through the Association's Complaints Policy.
- 14.3 We will regularly assess the Estate Management service that we provide. We will review whether standards are being met and will identify areas of the service that require improvement. As part of this process we will consider examples of good practice from other organisations.
- 14.5 We will report performance results to tenants through our newsletter, to members through our Annual Report and to employees through regular performance reports.
- 14.6 This Policy will be reviewed every 3 years, or more frequently in line with legal, regulatory and best practice requirements

Performance monitoring

- 15.1 The Board takes performance management seriously. An annual report will be taken to the Board of Management to:
 - confirm that all Estate Management inspections have been carried out as intended;
 - highlight any concerns emerging from these estate inspections;
 - summarising outcomes of cases of anti-social behaviour and harassment; and
 - levels of customer satisfaction with Estate Management.

Void Management Policy

1. Introduction

- 1.1 Clyde Valley Housing Association is committed to delivering a high standard of service to our tenants and owners. We will strive towards providing tenants, adjoining owners and their households with a safe, secure and pleasant environment.

2. Context

- 2.1 Void Management covers a wide range of issues and is not simply about repairing and allocating empty (void) properties.
- 2.2 Void Management involves providing a service that offers advice and assistance to outgoing tenants on tenancy matters, identifying and initiating repairs necessary to relet a property, selecting a new tenant and providing follow-up advice and assistance as appropriate.
- 2.3 Our tenancy agreement underpins the roles and responsibilities of both landlord and tenant when a property is to be vacated (e.g. giving notice, leaving the house in reasonable condition, etc). The Minimum Lettable Standard sets out the type of repair work that will be carried out for a property to be ready for let. The Allocations Policy establishes how void houses are let and the Estate Management Policy makes reference to settling in visits for new tenants, etc.
- 2.4 Housing Officers and Technical Inspectors are both involved in the Void Management process. The procedures that we adopt when dealing with a void property are set out in our *Estate Management Procedures Guide*.

3. Legislative & regulatory framework

- 3.1 We will comply at all times with relevant and current legislation when dealing with Void Properties.
- 3.2 It is a condition of the Scottish Secure and Short Scottish Secure Tenancy Agreements used by the Association that all properties should be wind and watertight, safe and secure. This also applies to void properties.

4. Aim

- 4.1 Our aim is to allow tenants to sustain their tenancies but to allocate all of our vacant properties as quickly as practicable and to minimise rent loss as a result of properties being empty. Every property that we allocate should be in accordance with our Allocations Policy and should meet our Minimum Lettable Standard (see Appendix 1).

5. Objective

- 5.1 Our objective is to provide a Void Management service which:
- fulfils our legal requirements;
 - is efficient and proactive;
 - expedites void turnaround; and
 - minimises void rent loss.

6. Key stages in the process

6.1 There are key stages that Housing Officers will follow in the Abandoned Property process:

- pre-termination arrangements;
- end of tenancy;
- void repairs; and
- selection and allocation.

6.2 Although there are distinct stages in the process, they will usually operate concurrently to expedite void turnaround and minimise void rent loss.

7. Service quality and continuous improvement

7.1 We will operate our Void Management service in accordance with our Equal Opportunities Policy.

7.2 If anyone is dissatisfied with how we have dealt with a Void Management matter they can register a complaint through the Association's Complaints Policy.

7.3 We will regularly assess the Void Management service that we provide. We will review whether standards are being met and will identify areas of the service that require improvement. As part of this process we will consider examples of good practice from other organisations.

7.4 We will report performance results to tenants through our newsletter, to members through our Annual Report and to employees through regular performance reports.

7.5 This Policy will be reviewed every 3 years, or more frequently in line with legal, regulatory and best practice requirements

8. Performance monitoring

8.1 The Board takes performance management seriously. An annual report will be taken to the Board of Management to:

- rent losses due to voids;
- average void turnaround time;
- number of terminations and reasons for them, by area; and
- breakdown of offers and refusals, by area.

Void Management Policy CVHA's Minimum Lettable Standard
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1. Introduction

Clyde Valley Housing Association seeks to ensure that all empty houses that we allocate are in reasonable condition – this is called our 'Minimum Lettable Standard'.

We seek to minimise the time that our properties are empty and we therefore ensure that moving tenants leave their homes in good condition. However empty houses – sometimes referred to as 'voids' – need to be inspected and potentially have a number of repairs carried out before a new tenant can move in.

Our starting point is to ensure that all of our houses are safe, wind and watertight. We will also carry out those additional works that are essential for empty houses to reach our Minimum Lettable Standard as well as identify works that will need to be programmed at a later date to achieve the Scottish Housing Quality Standard (SHQS).

Once notified that an empty house is becoming available, our aim is for new tenants to be able to move quickly and enjoy living in their new Clyde Valley Housing Association property.

Details of our Minimum Lettable Standard are listed below. If you have any queries you should contact Clyde Valley Housing Association.

2. General

All houses will be wind and watertight, safe and secure. Any additional works required to meet our Minimum Lettable Standard and / or Scottish Housing Quality Standard will be logged and work will be programmed accordingly.

3. Cleanliness

Any rubbish, furniture, light shades, etc left behind by the previous tenant will be removed. Loft areas will also be cleared. Outgoing tenants will be recharged for this work where appropriate.

All cupboards, kitchen units and fitments will be cleared and washed down with disinfectant.

All skirting, door facings, doors, windowsills and frames will be washed down with disinfectant.

All sanitary ware will be washed down with disinfectant.

All floor-coverings will be cleared and floorboards will be washed down with disinfectant (heavily soiled floorboards may be sheeted if required).

A 'sparkle clean' will be authorised if a house is in extremely poor condition – this will be instructed after the void post inspection.

'Sparkle Clean' specification, includes:

- sweep all floors;
- wash all floors;

- wash down paintwork;
- wash down doors, cupboards, electrical outlets and fittings;
- wash all kitchen units inside and out, worktops and sink units;
- clean expel air vents;
- clean wash hand basin, de-scale bath and toilet;
- wash down shower area;
- wash windows inside;
- disinfect all rooms; and
- leave air fresheners.

4. Decoration & plasterwork

Obvious defects with plasterwork will be repaired.

Wallpaper that has been graffitied, is badly damaged or highly soiled will be removed.

Walls and ceiling that have been graffitied, are badly damaged or highly soiled, will be emulsioned.

Where none of the above applies but the decoration is not of an acceptable standard to allow the property to be let timeously, an appropriate decoration allowance will be awarded in line with the Tenants Allowance Policy.

5. Safe & secure

5.1 Electrical

An electrical safety check will be carried out so that all switches, sockets and light fittings will be safe and fully operational, and all electric heating will be safe, functioning and meet the relevant legislation.

A hard-wired smoke detector will be fitted where there is none and this is appropriate.

Energy efficient light bulbs will be supplied and fitted to every light pendant as appropriate – after a void property has been allocated the replacement of light bulbs will be the tenant's responsibility.

Any obsolete wiring or electrical equipment will be removed and any resulting damage to walls or ceilings repaired and made good.

5.2 Gas

A gas safety check will be carried out, so that all gas heating will be safe, functioning and meet the relevant standard.

Gas installations will be supplied with a current gas service certificate where there is a functioning meter. Otherwise the gas supply will be capped at the meter until the tenancy is allocated. When the tenancy is allocated, the new tenant must make access arrangements for the gas safety check to be carried out and gas service certificate completed.

5.3 Solid fuel

All solid fuel heating will be safe, functioning and meet relevant standards.

5.4 Carbon monoxide

A carbon monoxide (CO) detector will be fitted where there is none and where this is appropriate.

5.5 Chimneys

A smoke test will be carried out to all chimneys and the chimney swept if necessary.

5.6 Asbestos

Asbestos checks will be carried out and remedial action taken as appropriate.

Details will be recorded on the asbestos register and a disclaimer signed by the incoming tenant if appropriate.

5.7 Footpaths & steps

All footpaths and steps will be safe and level.

All doorsteps will be safe and secure.

6. Kitchens

A fully functional kitchen will be provided with an appropriate number of units and worktops for the property type and size.

All kitchens will include a cooker connection point.

All kitchens will have adequate ventilation.

All kitchens will include a washing machine connection point.

Plugs and chains will be replaced if required.

7. Joinery – doors, facings, skirting boards, handrails, etc.

All internal pass doors will be functioning and undamaged.

All internal pass doors will be solid core.

All external entrance doors will be secure, functioning and undamaged.

All door-facings and skirting boards will be serviceable.

A secure handrail will be fitted where there is an internal flight of stairs with more than three steps.

8. Windows

All windows will be checked and repaired if necessary to ensure that they are secure, functioning properly, serviceable and have window catches.

9. Plumbing

All plumbing will be functioning.

All disused pipes will be removed and any resulting damage to walls / floors repaired.

Water systems will be drained down during the winter months (usually 1 November to 31 March) when there is a risk of severe frost. Water supplies will be reinstated when new tenant moves in.

10. Sanitary ware & bathing facilities

All sanitary ware will be fully functioning.

All sanitary ware will be free from holes or cracks that may cause water leakage or injury.

Plugs and chains will be replaced if required.

Toilet seats will be replaced.

11. Rainwater goods

Rainwater goods will be free of obvious blockages or growth such as weeds, grass, etc.

12. Rot, dampness, condensation, etc.

All reasonable steps will be taken to identify and remedy dry rot, wet rot, rising or penetrating damp, condensation, etc.

13. Locks & keys

All cylinder barrels will be changed.

At least two sets of keys will be provided for each external entrance door (including common entrances).

At least one key will be provided for cellars, meter cupboards, etc.

14. Gardens, drying areas, etc.

Any debris and rubbish in garden areas will be removed. Outgoing tenants will be recharged for this work where appropriate.

Drying facilities will be provided (e.g. clothes poles or rotary driers) and will be functioning.

Grassed areas and hedges will receive a first cut if necessary.

Fencing will be inspected and repaired or replaced as appropriate.

Any huts, garages, outhouses removed and the ground levelled. Outgoing tenants will be recharged for this work where appropriate.

Every property will have a bin for refuse collection.

15. Capital & cyclical investment work

Capital and cyclical investment work is generally carried out in properties when they are occupied. New tenants will be advised of forthcoming capital or cyclical works, and where possible the estimated date for the work to be carried out.

By exception there may be justification for carrying out capital or cyclical work while a property is empty, but this will depend upon consideration of the following factors:

- level of rent loss while works carried out in empty property;
- availability of budget to carry out capital or cyclical works;
- consistency of approach in terms of capital or cyclical works programmed for neighbouring occupied properties;
- extent of capital or cyclical works required and anticipated level of upheaval; and
- potential to enhance lettable of a void property.

16. New build properties

Snagging work will be completed in advance of the new tenant moving in to a new build property. However where minor snagging work is incomplete, the new tenant will be notified and arrangements made for access so that the contractor can complete works as part of their defects liability.

17. Minor outstanding repairs

Properties may be allocated with minor repairs outstanding, provided that they do not prevent the new tenant from moving in and occupying the property safely. Where this happens, the new tenant will be provided with a list of outstanding repairs and agreement will be reached with the tenant on a convenient time for these minor repairs to be carried out.

18. Void turnaround time

The target void turnaround time is set out within the Void Policy & Procedures. This target is reviewed annually.

Our expectation is for the majority of empty houses to be brought up to our Minimum Lettable Standard and allocated within the target response time. These are known as 'routine voids'.

However where we have an empty property in reasonable condition and where it is a property with strong housing demand, we may prioritise void turnaround and seek to exceed the void turnaround target. In these circumstances we will focus on carrying out only essential safety checks and scheduling any repairs to meet the Minimum Lettable Standard for when the new tenant plans to move in. These are known as 'short voids'.

By exception, where we have an empty property in poor condition or that requires major works and where it is a property with only limited housing demand, we may set a longer void turnaround target. These are known as 'long voids'.

19. Review of the Minimum Lettable Standard

The Minimum Lettable Standard will be reviewed within one year of implementation and thereafter in parallel with any reviews of the Void Policy & Procedures set out within the Estate Management Guide.

New tenants should receive a settling in visit shortly after moving into their new tenancy. As part of this process, we will invite new tenants to provide feedback on the Minimum Lettable Standard. This feedback will be considered when the Minimum Lettable Standard is reviewed.

Abandoned Properties Policy

1. Introduction

- 1.1 Clyde Valley Housing Association is committed to delivering a high standard of service to our tenants and owners. We will strive towards providing tenants, adjoining owners and their households with a safe, secure and pleasant environment.

2. Context

- 2.1 It is a condition of tenancy that the tenant (and each joint tenant) must live in the accommodation as their only (or principal) home.
- 2.2 We will take seriously all incidents where an Association property has been abandoned – that is, where the tenant has ceased to live in the property as their only or principal home, but has not formally given notice to end the tenancy. Key considerations include:
- abandoned properties can cause Estate Management problems, such as failure to maintain private or common areas;
 - abandoned properties can result in rent loss accruing; and
 - abandoned properties prevent us from making the best use of our stock to meet housing needs.

3. Legislative & regulatory framework

- 3.1 We will comply at all times with relevant and current legislation when dealing with Abandoned Properties.
- 3.2 It is a condition of the Scottish Secure and Short Scottish Secure Tenancy Agreements used by the Association that the tenant (and each joint tenant) must live in the accommodation as their only (or principal) home. This relates to the common law duty to occupy the property and is a standard condition found in the tenancy agreements of Registered Social Landlords.
- 3.2 The procedures that we adopt when dealing with an abandoned property are set out in our *Estate Management Procedures Guide*. The processes that we follow are based upon The Scottish Secure Tenancies (Abandoned Property) Order 2002 (Scottish Statutory Instrument 2002/13). The law prescribes key stages in the process and timescales, although we will seek specialist legal advice if necessary prior to repossessing an abandoned property.

4. Aim

- 4.1 Our aim is to be proactive in the management of Abandoned Properties. We will seek to ensure that tenants comply with their legal responsibilities to occupy their home and give notice if they plan to move. Through regular tenancy and estate inspections we will be vigilant for properties that appear to be unoccupied and initiate appropriate procedures promptly, erring on the side of commencing action where it is unclear whether or not a property is occupied.

5. Objective

- 5.1 Our objective is to provide an Abandoned Property service which:
- fulfils our legal requirements;
 - is efficient and proactive;
 - focuses on prevention and early intervention where required; and
 - is visible and prominent in estates.

6. Key stages in the process

- 6.1 There are five key stages that Housing Officers will follow in the Abandoned Property process:
- becoming aware that a tenancy may have been abandoned;
 - carrying out a range of checks;
 - making recommendations for action to Managers;
 - taking legal advice; and
 - re-possessing the property and doing an inventory of any goods / personal possessions left behind

7. Service quality and continuous improvement

- 7.1 We will operate our Abandoned Property service in accordance with our Equal Opportunities Policy.
- 7.2 If anyone is dissatisfied with how we have dealt with an Abandoned Property matter they can register a complaint through the Association's Complaints Policy.
- 7.3 We will regularly assess the Abandoned Property service that we provide. We will review whether standards are being met and will identify areas of the service that require improvement. As part of this process we will consider examples of good practice from other organisations.
- 7.4 We will report performance results to tenants through our newsletter, to members through our Annual Report and to employees through regular performance reports.
- 7.5 This Policy will be reviewed every 3 years, or more frequently in line with legal, regulatory and best practice requirements

8. Performance monitoring

- 8.1 The Board takes performance management seriously. An annual report will be taken to the Board of Management to:
- number of Abandoned Property notices served, by location;
 - number of Abandoned Properties recovered, by location; and
 - level of rent loss incurred through Abandoned Properties, by location.