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1.0 Introduction

1.1 The term Tenancy Management covers many of the services we provide to tenants in our role as a landlord. This document details our policy in relation to the following matters;

- Abandonment of tenancy / joint tenancy
- Assignations
- Care of estates
- Care of gardens
- Car parking
- Garages / garage plots
- Pets
- Lodgers
- Mutual exchanges
- Running a business from home
- New tenancy visits
- Short Scottish secure tenancies
- Sublets
- Succession
- Tenancy terminations
- Transfer of tenancy and voluntary changes

1.2 We have separate policies for the following:

- Antisocial Behaviour
- Domestic Abuse
- Rent Arrears
- Empty Homes Management
- Tenancy Sustainment

1.3 This policy complies with the:

- Housing (Scotland) Acts 2001 & 2014
- Equalities Act 2010
- Scottish Social Housing Charter outcomes

1.4 Staff are provided with detailed procedures on every area covered by this policy. The procedures will cover how the policy objectives are to be achieved, recording and reporting mechanisms, and monitoring arrangements.

2.0 Policy Aims

2.1 We aim to make sure that:

- Our tenants have access to clear information about their rights and responsibilities and our policies in relation to tenancy issues
- A clear framework exists to ensure that staff can respond effectively to enquiries from tenants on a range of tenancy management issues
- Our estates are well maintained and attractive
A high level of service is provided to all regardless of age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; special needs, geographical location or disability

3.0 General Principles

3.1 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. Where possible, we aim to “design out” problems.

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

3.3 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.

3.4 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.

- 3.5 We will develop effective working relationships and involve other agencies such as the Police, Environmental Health, Safer Communities Team and Social Work wherever appropriate.
- 3.6 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 Home account. Where appropriate, forms will be provided to facilitate this and to ensure that all necessary information is collected at the outset.
- 3.7 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, in larger print and in ethnic languages.
- 3.8 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.
- 3.9 If we refuse a tenant's request, including in the circumstances outlined at 3.8 above, we will explain why in writing and the tenant will be advised of their right to appeal.

4.0 Abandonment of Tenancy / Joint Tenancy

- 4.1 We aim to prevent abandonment by ensuring that all tenants know how to terminate their tenancy, that a named emergency contact is provided by all new tenants and by good management of all tenancies.
- 4.2 If we have reasonable grounds to believe that someone has abandoned their tenancy we will give the tenant(s) 4 weeks' 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 house by serving another Notice.
- 4.3 If during the period between service of the first and second Notices we have reason to believe that the property may be at risk (e.g. of vandalism or frozen pipes/flooding), 2 members of staff will enter the property for the purposes of ensuring that it is secure.

- 4.4 If we have reason to believe a joint tenant has abandoned the house we may give the abandoning 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 abandoning 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 then continue in their name only.
- 4.5 We may suspend the use of the Abandonment Procedure if the tenant(s) whereabouts are discovered at any stage.
- 4.6 If a tenant is unhappy about our decision to recover an abandoned house they have a right of Appeal to us. They also have recourse to court and may raise proceedings against us within 6 months of the tenancy being terminated.
- 4.7 If a joint tenant is unhappy with our decision to end their interest in a joint tenancy, they may appeal to us. They also have recourse to court and may raise proceedings against us within 8 weeks after the date of service of the second notice.
- 4.8 We maintain a register of all tenancies subject to the Abandonment procedure. We also maintain a public register of belongings left in abandoned property.
- 4.9 We will store abandoned belongings for a six-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.

5.0 Assignment

- 5.1 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.
- 5.2 All tenants have the right to assign their tenancy in accordance with the Housing (Scotland) Act 2001 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 (see Appendix 1).
- 5.3

The assignee must have resided in the property as his or her only or principle home for a minimum of 12 months before the date of the written request, and the tenant or assignee must have notified us that they were living there. The length of time the assignee has been living in the

property as their only or principle home starts from the date we were notified. A tenant can update their details at any time in their My Home account, and the My Home software contains full audit trails that record the date and time of any change made. If we receive this information in any other way (for example in writing), our staff will update the tenant's My Home record for them. Therefore, the date recorded in the My Home software will normally be the date we use as the date we were informed that the assignee became a member of the household.

5.4 If the property is adapted or it will be under-occupied by more than 1 bedroom, we will not consent to the assignation but may offer suitable alternative accommodation

5.5 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 will not consent to the assignation but may offer suitable alternative accommodation. (See also 18.0, Tenancy Terminations)

5.6 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.

6.0 Care of Estates

6.1 We will ensure our estates are maintained to a high standard by:

- Carrying out regular estate inspections throughout the year in every development in our stock. These will be done in consultation with tenants and/or tenant & resident groups where appropriate. This enables us to identify short-term repairs and improvements as well as build a picture of our neighbourhoods' requirements and our tenants' aspirations for the longer term.
- Making sure that all communal landscaped areas are regularly monitored to ensure that they are tidy and well maintained. Any problems will be raised with East Lothian Council or Contractors and Consultants as appropriate.
- Regularly monitoring the fabric and cleanliness of communal areas including stairs, bin stores, lock-up garages, parking areas and drying facilities and taking appropriate remedial action to resolve any issues that may arise.

- Attending to repairs to walls, fences, gates, signposts, bin stores, lock-up garages or other communal property in our ownership promptly and in accordance with our maintenance policies and procedures.
- Regularly monitoring general environmental matters such as parking, street cleaning, lighting, refuse collection, condition of pavements etc. and taking appropriate action to remedy any issue which may arise.
- Dealing with issues such as vandalism including graffiti, damage to fences, etc promptly.
- Dealing with issues such as complaints of vermin and pest infestation promptly.

6.2 We will consider the use of all appropriate remedies, including the use of cleaning rotas, inclusion in service charges and, ultimately, legal action to keep our communal areas neat and tidy.

6.3 We operate a stair cleaning contract in many of our stairs for which residents are required to pay a service charge. (See Appendix 2 for specification). We monitor this contract on a regular basis to ensure that the work is being carried out satisfactorily. We will carry out an annual satisfaction survey of this contract to obtain tenants views and to ensure a high level of service is being achieved.

7.0 Care of Gardens

7.1 We will outline the importance of garden maintenance to all new tenants at the start of their tenancy.

7.2 We will inspect gardens routinely when visiting estates on other matters.

7.3 We will carry out home visits to tenants whose gardens are not being maintained to identify the cause of the problem.

7.4 A Garden Care Scheme is available to all of our tenants who are unable to look after their garden. We will accept tenants on to the scheme provided that:

- They were able to do the garden when they were allocated and accepted the house.
- They have no-one living with them who could reasonably be expected to care for the garden.
- If under 70 years of age, they will need to provide medical evidence to support their application.
- That all other obligations of the tenancy are being met.

7.5 We will carry out an annual review of all tenants on this scheme to ensure that they continue to qualify and will measure their levels of satisfaction with the service.

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

8.0 Car Parking

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

8.2 Our car parks are provided for the sole use of parking private cars belonging to residents and their visitors. We will consider the use of a permit holder only service where parking for our tenants becomes a problem. We will take appropriate measures to remove vehicles parked without authorisation (e.g. caravans, commercial vehicles) if they are causing a problem, or vehicles that have been abandoned in our car parks. Untaxed cars will be reported to East Lothian Council's Environmental Services who have the authority to remove them.

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

9.0 Garages & Garage Plots

9.1 We will accept enquiries for garage / plot lets in person, by telephone or in writing.

9.2 We will record the area which an applicant is interested in and add their details to the garage / plot waiting list. If no waiting list exists, we will advertise the garage/plot through elha.com and our office window.

9.3 We will give our tenants priority over non-tenants when allocating a garage otherwise we will make all allocations in date order.

9.4 There are no succession rights to garage leases. We will however give priority to spouses, civil partners and co-habitees if the tenant dies and the partner wishes to continue with the lease.

9.5 All tenants and non-tenants will only hold one garage / plot let. However, the Director of Housing may in exceptional circumstances consider a further let, i.e. where there are vacant garage / plots and there is no waiting list.

9.6 We will only grant permission for garages which can be dismantled to be erected on our garage plots.

10.0 Pets

10.1 Sections 2.6, 2.7 and 3.3 of the Tenancy Agreement state that tenants have the right to keep domestic pets; provided they recognise their responsibilities and obligations set out in the Agreement; including not allowing their pet to cause a nuisance. If a tenant does not comply with the Agreement, we can insist on the removal of the pet and will consider taking the appropriate legal action if necessary.

10.2 Due to the excessive number of complaints received relating to dogs living in flats, from 1 April 2017 we will not allow dogs in flats where there is no private garden. However, the Director of Housing may grant permission in exceptional circumstances only.

10.3 Provided they are complying with the terms of the Tenancy Agreement, no existing dog owner will be required to re-home their pet but any dog owner living in our flats before 1 April 2017 will be asked to register their dog(s) with us. If, after this date, their dog/s cause a nuisance we will request that the animal is removed and will take the appropriate legal action if the tenant fails to comply with our request.

10.4 When we advertise flats to which the ban on dogs applies this will be clearly stated in the advert to ensure that applicants are aware of the ban before they apply for the property.

10.5 We will also reiterate this information at pre allocation visits and check that the applicant does not own a dog.

10.6 From 1 April 2017 the only exception to the ban on dogs in common entrance flats will be assistance dogs.

11.0 Lodgers

11.1 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.

11.2 All Scottish secure tenants have the right to take in a lodger provided they have applied in writing and have received our written consent. We may refuse consent if we have reasonable grounds for doing so. (See Appendix 1).

11.3 We will ensure 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 adherence to the tenancy agreement.

- 11.4 There is no legal relationship between the lodger and us. If the presence of a lodger results in a breach of tenancy conditions, e.g. nuisance to neighbours, we will withdraw permission. We may take appropriate legal action if the tenant fails to comply with our withdrawal of lodger permission.
- 11.5 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.

12.0 Mutual Exchanges

- 12.1 Tenants have the right to exchange with another tenant of a local authority, other housing association, or a water authority or sewerage authority provided they have applied in writing and have received our written consent.
- 12.2 We may refuse consent if we have reasonable grounds for doing so (See Appendix 1).
- 12.3 No minimum period of tenancy applies before an exchange may be considered.
- 12.4 Exchanges are intended to satisfy long term housing need and may be refused where the exchange improves an applicant's situation but still leaves them in housing need.
- 12.5 Exchanges will be allowed where they will result in under-occupation of the property by no more than one bedroom.
- 12.6 We must respond to a request to exchange 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.

13.0 Running a Business from Home

- 13.1 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 property.
 - There will be no breach of other tenancy conditions.
 - The business does not require a change of use in respect of the building or lead to objections from statutory authorities.

- 13.2 It is the tenant's responsibility to ensure that any necessary statutory consents, e.g. Planning Permission, are granted and that any conditions applying to such consents are fulfilled.

14.0 New Tenancy Visits

- 14.1 We will carry out new tenancy visits to any tenant who requests a visit, or to tenants who are vulnerable or for whom early indicators suggest that it would be beneficial, to ensure that the tenancy is sustained. Please refer to our Tenancy Sustainment Policy.

- 14.2 The purpose of the new tenancy visit is to:

- Ensure that new tenants fully understand their rights and responsibilities, and our rights and responsibilities as a landlord
- Address any concerns that the tenant may have
- Prevent rent arrears
- Encourage tenant participation
- Provide general housing advice
- Provide additional support at the start of a new tenancy

15.0 Short Scottish Secure Tenancies (SSST)

- 15.1 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 short Scottish Secure Tenancy (SSST).

We will grant SSST's for a minimum period of 6 months except where they are granted following complaints of anti- social behaviour. In such cases the minimum period will be 12 months (see 15.4). We will only extend SSST's for a further period of 6 months if the tenant is in receipt of housing support services and we have explained the reasons for the extension.

- 15.2 We may use an SSST in the following circumstances:

- If there is evidence that a tenant, anyone living with them or visiting them has behaved antisocially within the previous 3 years of the notice being served
- If there is evidence that a prospective tenant, or someone who will reside with them, has behaved anti-socially within 3 years of being considered for a tenancy
- 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 for tenancies 6 months or over

- Temporary lets to persons requiring or receiving housing support services as defined in section 91(8) of the Housing (Scotland) Act 2001
- Temporary lets where other property owned
- Lets in houses leased by us from another body where the terms of the lease preclude us from subletting under an SST.

15.3 Rights of the SSST

- There is no right to succeed to the tenancy
- Security of tenure is limited
- Rights to assign, sublet or exchange are limited to the period of the SSST

15.4 SSST for Anti-Social Behaviour

We may convert a tenancy to a SSST when there is evidence that a tenant, someone living with them, a subtenant or visitor has behaved antisocially in or in the locality of the house during the preceding three years of serving a Notice. We may also create an SSST for a prospective tenant who has, or anyone living with them has behaved antisocially within three years of them being considered for a tenancy. The SSST will last for a minimum of 12 months and will convert to a SST unless we have taken action to evict the tenant. However, we can extend the SSST for a further one-off period of 6 months if the tenant is in receipt of housing support services and we have notified them of the reasons for the extension.

We will make it clear to tenants that the SSST is being granted because of certain behaviour and that it will convert to a SST in 12 months provided the tenancy is conducted satisfactorily. We will make it clear that certain support will be made available specifically to help the tenant to successfully convert to a SST.

If the tenant refuses support, we will decide whether to offer the SSST without the support or make acceptance of the support a condition of the offer.

If there are serious breaches of tenancy during the 12-month period (18 months where the extension applies) we will seek to recover possession at any time using the grounds set out in Schedule 2 of the Housing (Scotland) 2001 Act. However, if the tenant, someone living with them, a sub tenant or a visitor has been convicted of serious criminal or anti-social behaviour in or around the property which is punishable by imprisonment (irrespective of whether the conviction itself imposed a term of imprisonment), we may seek to recover possession using the streamlined eviction process provided the conviction was within the previous 12 months and the criteria for the streamlined process is met.

If we serve Notice to commence repossession action, a tenant can apply to the Association to have the decision reviewed within 14 days of service of the Notice. The Association must notify the tenant of the decision of the review and if the decision is to seek recovery of possession, provide the tenant with an explanation.

- 15.5 If we serve Notice to commence repossession action, a tenant can apply to the Association to have the decision reviewed within 14 days of service of the Notice. The Association must notify the tenant of the decision of the review and if the decision is to seek recovery of possession, provide the tenant with an explanation.
- 15.6 Tenants have the right to appeal to the Courts if they are not satisfied with the type of tenancy or occupancy offered by us. We will make tenants aware of this right when offering a SSST and of their right to appeal our decision. In the event of an appeal we will not hold the property offered pending the outcome but if the tenant's appeal is upheld will offer the first available suitable property.

16.0 Sub-lets

- 16.1 All Scottish secure tenants have the right to sub-let provided they have made their request in writing and received our written permission. We may refuse consent if we have reasonable grounds for doing so (See Appendix 1).
- 16.2 If a tenant wants to sublet all or part of their home, they must have lived in the property as his or her principle home for a minimum of 12 months immediately before the date of their written request. If they were not the tenant throughout that period, it must have been their only or principle home during the previous 12 months, and the tenant must have told us they were living there. The length of time the person who wants to sublet the house has been living in the property starts from the date we were notified that they are living in the house as their only or principle home. A tenant can update their details at any time in their My Home account, and the My Home software contains full audit trails that record the date and time of any change made. If we receive this information in any other way (for example in writing), our staff will update the tenant's My Home record for them. Therefore, the date recorded in the My Home software will normally be the date we use as the date we were informed that someone became a member of the household.
- 16.3 We will normally only consider giving permission to sub-let when the tenant will be away from home for a temporary period. Permission to sub-let 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

dependant upon individual circumstances and subject to the approval of the Director of Housing.

- 16.4 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.
- 16.5 We will consider applications to sublet workshops as it could be a means of alleviating business difficulties experienced by Workshop Homes tenants.
- 16.6 Permission to sub-let will be conditional upon us approving the tenancy agreement to be issued to the sub-tenant and the amount of rent to be charged.
- 16.7 The tenant will remain responsible for ensuring that all conditions of their tenancy are fulfilled throughout the period of the sub-let.
- 16.78 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 sub-let (see Appendix 1).
- 16.9 If, at the end of the sub-let, the tenant does not move back into the property and we have not granted an extension to the period of sub-let, we may raise proceedings to terminate the tenancy.
- 16.10 We must respond to requests to sub-let within 28 days of receiving the application giving our decision. If we fail to respond within this timescale it will, by law, be taken that we have agreed to the request.

17.0 Succession

- 17.1 Succession to a Scottish secure tenancy means a person, who is a qualifying person, inheriting that tenancy on the death of the tenant.
- 17.2 A Scottish secure tenancy can only be succeeded to twice. Each time there are three levels of priority (See Appendix 3) 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.
- 17.3 We will grant a succession providing the following conditions are met:
- The tenant has died
 - The successor must be a qualified person as stated in Clause 7 of the Scottish secure tenancy agreement (see Appendix 3)

- 17.4 Succession is an automatic right and cannot be refused on the basis of tenancy breaches by the deceased tenant.
- 17.5 Before granting a succession, we will need to be satisfied that the person applying to succeed is a qualifying person. They also need to meet the notification and residency requirements (see Appendix 3).
- 17.6 If more than one person qualifies under any of the levels of 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.
- 17.7 Qualifying successors will sign a slip which will be attached to the SST agreeing to be bound by the conditions of the original SST.
- 17.8 If a qualifying person living in the property does not wish to succeed to the tenancy, they should tell us in writing within 4 weeks of the date of death of the tenant. They legally have up to 3 months from the date of death to vacate the property. They will be charged for occupancy at the same rate as the rent for the property, but payments will be taken as 'in lieu of occupancy charges' and no Scottish secure tenancy will be created.
- 17.9 If the house is designed or substantially adapted for a person with special needs, only a person qualifying at level 1 can succeed to the tenancy in the first round of succession (see Appendix 3) unless that person has special needs requiring that type of accommodation. If a person would have qualified otherwise at level 2 or 3 we will make other suitable accommodation available. In these circumstances, the Scottish secure tenancy will continue and the person will pay an occupancy charge at the same rate as the rent until such time as suitable alternative accommodation is offered.
- 17.10 Where paragraph 17.10 above applies and a person qualifying at level 1 has succeeded to the tenancy, a second round of succession will only be allowed to a qualifying person if that person has special needs requiring the design features or adaptations provided in the property.
- 17.11 If, after two successions, the second successor dies and there is a person in the household who would otherwise qualify to succeed to the tenancy (but is not a joint tenant) they will be allowed to remain in the property for a maximum of 6 months following the date of death of the tenant. The person will be offered an occupancy agreement.
- 17.12 If an applicant is not a qualifying person we do not have discretion over whether to grant a succession of tenancy. In such cases, where there are no other qualifying persons, the applicant will be allowed to remain in the home for up to three months whilst they seek alternative accommodation. They will be charged for occupancy at the same rate as the rent for the

property, but payments will be taken as 'in lieu of occupancy charges' and no Scottish secure tenancy will be created.

- 17.13 In exceptional circumstances only, we may consider it appropriate to allocate a tenancy of either the existing tenancy or another property to the applicant. In these cases, a new tenancy will be granted and it will not be a succession. These cases will be reported to the Audit & Assurance Committee in accordance with our Allocations policy.
- 17.14 If anyone is dissatisfied with a decision regarding a right of succession they can appeal using our Complaints Procedure.

18.0 Tenancy Terminations

- 18.1 All tenancy terminations must be confirmed in writing; contain the tenant's signature and will normally be subject to one month's notice in accordance with the terms of the Tenancy Agreement. They can only be submitted by email or through My Home if accompanied by a scanned document containing the tenant's signature.
- 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 Director of Housing.
- 18.3 If the termination is as 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.
- 18.4 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 we have been told about someone 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 allocations policy; for example, if the property is adapted or will be under occupied by more than 1 bedroom we would offer suitable alternative accommodation.
- 18.5 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.

19.0 Transfer of Tenancy

- 19.1 There is legally only one type of transfer which should be called a transfer of tenancy: - transfer from one spouse to another by the court under the terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981.

Our consent to this is not required but we are able to object to the transfer by representation in Court.

- 19.2 When the Court makes such an order, the new tenant will assume all rights and obligations of the former tenant other than the rent arrears. However, where the tenancy was a joint tenancy, the tenants remain jointly and severally liable for any arrears accumulated before the Order. That means that either spouse can be obliged to repay the entire amount.
- 19.3 In all cases, a new Tenancy Agreement must be signed and we must retain a copy of the Court Order.

20.0 Voluntary Changes in Tenancy

20.1 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 for example, any rent arrears.

20.2 Sole to Joint tenancy

All Scottish Secure tenants have the right to a joint tenancy with one or more individuals, provided the proposed joint tenant has lived in the property as their only or principle home for the 12 months immediately before the date of the written request, and the tenant or proposed joint tenant had notified us of them moving in the property. The length of time the proposed joint tenant has been living in the property will start from the date we were notified of them living there as their only or principle home. A tenant can update their details at any time in their My Home account, and the My Home software contains full audit trails that record the date and time of any change made. If we receive this information in any other way (for example in writing), our staff will update the tenant's My Home record for them. Therefore, the date recorded in the My Home software will normally be the date we use as the date we were informed that the assignee became a member of the household.

. The person the tenant wants to add as a joint tenant, and any existing joint tenants, must apply in writing along with the tenant.

We may refuse consent if we have reasonable grounds for doing so (See Appendix 1).

When we receive a joint tenancy request, we will explain the advantages and disadvantages of entering into such a contract. The main point being that, although both or all parties will have equal rights to the tenancy, it

may be difficult in practice to exercise this right (e.g. when one party has been forced out of the house) but at the same time both / all tenants are jointly and severally responsible for the tenancy, including rent payments.

We must respond to a request for a joint tenancy within 28 days of receiving the request, giving our decision. If we fail to respond within this time it will, by law, be taken that we have agreed to the request.

21.0 Equal Opportunities

21.1 We will not discriminate unreasonably in the operation of this policy on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity; race, religion or belief, sex, or sexual orientation.

21.2 We aim to promote equal opportunities and comply with the requirements of the Equality Act 2010.

22.0 Training

22.1 All appropriate staff, particularly housing management staff, will receive training to enable them to ensure that the aims of this policy are achieved.

23.0 Performance Monitoring

23.1 The Audit & Assurance Committee will monitor the operation of this policy through the submission of quarterly reports.

24.0 Review of Policy

24.1 The Director of Housing will ensure that this policy is reviewed every five years, or earlier if there is a significant change in legislation. Any amendments required will be submitted to the Management Committee for approval.

Tenancy Management Policy

Appendix 1

The Housing (Scotland) Acts 2001 & 2014 state 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 Acts set 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) Acts 2001 & 2014

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 sub-letting 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
- We have not been notified that the relevant person has been living in the property as their only or principle home
- The relevant person has not been living in the property for the required 12 month period
- Where the proposed assignee would not be given reasonable preference (priority) under our Allocations Policy
- If the assignation would result in the house being under-occupied

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 proposed tenant and his/her family needs or is not suitable for the needs of the proposed tenant and his/her family
- The proposed change would lead to the criminal offence of overcrowding

Other Reasonable Grounds:

General

- If there are rent arrears outstanding
- If the proposed tenant, sub tenant or lodger fails to meet the requirements set out in our Allocations policy in terms of eligibility for housing (in practice this means that they would be able to complete our Registration process and would not be placed 'on hold' for any reason if they were to register)
- 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 Association'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.
- Other social reasons in accordance with our allocations policy.

The above list is not exhaustive and we may refuse consent if we have other reasonable grounds for doing so.

Appendix 2

SERVICE AGREEMENT

Client:	East Lothian Housing Association 18-20 Market Street Haddington East Lothian EH41 3JL
Contact:	Karen Barry.
Telephone:	01620 825032
Fax:	01620 826596
Contract Period:	2 years
Start Date:	1 February 2017
End Date:	31 January 2019
Review:	Annually
Inspection:	Periodically by Housing Officer's
Quality Monitoring:	½ yearly meeting to be arranged by East Lothian Housing Association
Access:	Keys will be provided by East Lothian Housing Association
Invoice:	Invoices should be sent monthly to the Housing Manager by 28 th of each month and should detail: <ul style="list-style-type: none">• dates of clean• cost of weekly, fortnightly & monthly clean
Code of Conduct:	East Lothian Housing Association expects all contractors to be courteous and polite to all staff and tenants during the course of their work.
Cleaning Materials:	Clean fresh water to be used for each stair. Water to be supplied by cleaning company.
Cleaning Fluid:	To be agreed between East Lothian Housing Association and Cleaning Company.
Health and Safety:	The Association requires a copy of the Cleaners' Health and Safety policy, in the absence of which they will be required to comply with the Association's policy.

- Equalities:** The Association requires a copy of the Cleaners' Equalities policy statement, in the absence of which they will be required to comply with the Association's
- Cleaning Equipment:** It is essential that clean, fresh mops are used.
- Insurance:** Certificate of Insurance to be provided by Contractor to cover period of contract.
- Termination of Contract:** Either party may terminate by giving 3 months notice. ELHA may terminate by giving 1 months notice if the contractor does not comply with the service agreement or does not clean to the required standards.

STAIR CLEANING SPECIFICATION

FREQUENCY

- | | | |
|-------------------|--|-------------|
| Floors: | Vacuum all floor mats/carpets.
Sweep all passages and stairs from ground to top, including steps and uplift all litter.

Wash all floors and entrance using germicidal cleaner. | fortnightly |
| Windows: | Wash windows internally and externally. | 6 monthly |
| Doors: | Wash communal door inside and outside. | monthly |
| Walls: | Internal walls to be washed | 6 monthly |
| Binstores: | Remove any rubbish, sweep out and wash using germicidal cleaner. | monthly |
| General: | Clean lights, railings and skirtings, risers and tramlines. Stairs and landings should be left dry from excess water to prevent danger to public. | monthly |

Appendix 3

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, civil partner or joint tenant provided the house was their only or principle home at the date of death.

Priority also goes to a co-habitee providing the house has been his or her only or principal home for at least 12 months immediately before the tenant's death, and the tenant or co-habitee has notified us that they are living in the property. The length of time they have been living in the property as their only or principle homes starts from the date we were notified. A tenant can update their details at any time in their My Home account, and the My Home software contains full audit trails that record the date and time of any change made. If we receive this information in any other way (for example in writing), our staff will update the tenant's My Home record for them. Therefore, the date recorded in the My Home software will normally be the date we use as the date we were informed that the assignee became a member of the household.

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. The property must have been his or her only or principle home for at least 12 months immediately before the tenant's death, and the tenant or family member must have notified us that they are living in the property. The length of time they have been living in the property as their only or principle homes starts from the date we were notified. A tenant can update their details at any time in their My Home account, and the My Home software contains full audit trails that record the date and time of any change made. If we receive this information in any other way (for example in writing), our staff will update the tenant's My Home record for them. Therefore, the date recorded in the My Home software will normally be the date we use as the date we were informed that the assignee became a member of the household.

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 has been their only or principal home for at least 12 months immediately before the tenant's death and where they have given up their only or principal home to care for the tenant or a member of the tenant's household.

The tenant or carer must have notified us of them living in the property, and the length of time they have been living in the property as their only or principle home starts from the date we were notified. A tenant can update their details at any time in their My Home account, and the My Home software contains full audit trails that record the date and time of any change made. If we receive this information in any other way (for example in writing), our staff will update the tenant's My Home record for them. Therefore, the date recorded in the My Home software will normally be the date we use as the date we were informed that the assignee became a member of the household.

Note:

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, we will make the decision.