

*at home with...*



# Housing Policy

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## Contents

Introduction .....	10
<b>Section A: Tenancy sustainability .....</b>	<b>11</b>
1. Introduction .....	11
2. Aims .....	11
3. Mainstreaming tenancy sustainment.....	11
4. Business case for tenancy sustainability .....	11
5. Causes of tenancies prematurely ending .....	12
6. Pro-active actions to sustain tenancies .....	13
7. Employability projects.....	14
8. Tackling fuel poverty .....	14
<b>Section B: Estate management.....</b>	<b>16</b>
1. Introduction .....	16
2. Aims .....	16
3. Principles .....	16
4. Tenancy obligations .....	17
5. The FHG approach to estate management .....	17
6. Identified concerns .....	17
7. Neighbour complaints .....	18
8. Partnership working .....	18
9. Legal issues.....	18
10. Outcomes .....	19
<b>Section C: Pets .....</b>	<b>20</b>
1. Introduction .....	20
2. Aims and objectives.....	20
3. Legislative framework.....	20

4.	Applying for permission to keep a pet .....	21
5.	Restrictions that apply .....	21
6.	Permission and conditions.....	22
7.	Actions to resolve issues .....	24
8.	Keeping a pet without permission .....	24
9.	Equal opportunities.....	25
<b>Section D: Anti-Social Behaviour .....</b>		<b>26</b>
1.	Introduction .....	26
2.	Aims.....	26
3.	Principles.....	27
4.	Multi-agency working.....	27
5.	Legal framework.....	28
6.	Streamlined eviction process.....	28
7.	Information to tenants .....	30
8.	Procedure for responding to complaints.....	30
9.	Our approach.....	30
10.	Receiving complaints.....	31
11.	Classification of anti-social behaviour complaints.....	31
12.	Factors to be considered .....	31
13.	Witness support .....	32
14.	Anti-Social Behaviour Orders.....	32
15.	Applying for an Anti-Social Behaviour Order .....	33
16.	Other remedies .....	33
17.	Record keeping and monitoring.....	33
18.	Customer feedback .....	34
19.	Scottish Social Housing Charter .....	34

<b>Section E: Harassment of minorities</b> .....	<b>35</b>
1. Introduction .....	35
2. Aims .....	35
3. Definitions of harassment and hate crime .....	36
4. Implementation .....	36
5. Partnership working .....	37
6. Organisational culture .....	37
7. Preventative design measures .....	37
8. Engagement.....	38
9. Information .....	38
10. Complaints.....	38
11. Actions to be considered by FHG colleagues: .....	39
12. Action to be considered by other agencies .....	39
13. Monitoring and reporting.....	40
14. Responsibility.....	40
<b>Section F: Leases</b> .....	<b>41</b>
1. Introduction .....	41
2. Meeting the needs of our client groups .....	41
3. Audit trail .....	42
4. Review .....	42
<b>Section G: Short Scottish Secure Tenancies</b> .....	<b>43</b>
1. Introduction .....	43
2. Creating Short Scottish Secure Tenancies .....	43
3. Short Scottish Secure Tenancies for homeowners.....	44
4. Exclusions .....	44
5. Creating a Short SST for homeowners .....	45

6.	Tenants' rights under the terms of Short Scottish Secure Tenancy .....	45
7.	Extending the terms of a Short SST.....	45
8.	Procedures for the recovery of possession of a Short SST .....	46
9.	Appeals .....	46
<b>Section H: Creating joint tenancies .....</b>		<b>47</b>
1.	Introduction .....	47
2.	Aims .....	47
3.	Joint tenancies .....	47
4.	Grounds for refusal .....	48
5.	Joint and several responsibility .....	48
6.	Court orders .....	48
<b>Section I: Succession .....</b>		<b>50</b>
1.	Introduction .....	50
2.	Summary .....	50
3.	Right to succeed to a tenancy.....	50
4.	Applications to succeed.....	51
5.	Exceptional circumstances .....	52
6.	Joint tenants .....	52
<b>Section J: Death of a tenant .....</b>		<b>53</b>
1.	Introduction .....	53
2.	Right to succeed to a tenancy following a death.....	53
3.	Dealing with rent following the death of a tenant.....	54
4.	Housing Benefit (and Universal Credit).....	54
5.	Dealing with the household contents .....	55
<b>Section K: Assignations .....</b>		<b>56</b>
1.	Introduction .....	56

2.	Approval conditions .....	56
3.	Tenancy rights .....	57
<b>Section L: Mutual exchange .....</b>		<b>58</b>
1.	Introduction .....	58
2.	Finding someone to exchange with .....	58
3.	Processing a mutual exchange .....	58
4.	Grounds for refusal .....	59
5.	House inspections .....	59
6.	By-pass properties .....	60
7.	Failure to complete necessary paperwork.....	60
8.	Accepting the property as seen .....	60
9.	Moving home .....	60
10.	Gas and electricity .....	61
11.	Appeals .....	61
<b>Section M: Abandoned properties .....</b>		<b>62</b>
1.	Introduction .....	62
2.	Guidance.....	62
3.	Abandonment procedure .....	62
4.	Access to property .....	63
5.	Tenant returns .....	63
6.	Tenant's recourse to Court .....	63
7.	Abandonment by joint tenant.....	64
8.	Serving a notice .....	64
9.	Abandonment recourse to Court for a joint tenant.....	65
<b>Section N: Decants.....</b>		<b>66</b>
1.	Introduction .....	66

2.	Land Compensation (Scotland) Act 1973.....	66
3.	Decant costs, consultation and communication .....	66
4.	Decant criteria .....	67
5.	Decant accommodation .....	67
6.	Decant arrangements .....	68
7.	Remaining in the decant property.....	68
<b>Section O: Rent .....</b>		<b>70</b>
1.	Introduction .....	70
2.	Prevention of rent arrears .....	70
3.	Control of rent arrears .....	71
4.	Legal action .....	71
5.	Welfare benefits.....	72
6.	Information technology .....	72
<b>Section P: Evictions .....</b>		<b>73</b>
1.	Introduction .....	73
2.	Issues.....	73
3.	Objectives .....	73
4.	Principles .....	73
5.	Legal framework.....	74
6.	Tenant's responsibilities .....	74
7.	Landlord's responsibilities.....	75
8.	Approval of the Business Leadership Team (BLT).....	76
9	Preventative action .....	76
10	Assessment, support and liaison with other agencies.....	76
11	Adapted properties.....	77
12	Recovery of possession of a Short SST.....	77

13	Carrying out an eviction .....	78
14	Performance monitoring .....	78
<b>Section Q: Subletting.....</b>		<b>79</b>
1.	Policy .....	79
2.	Subletting.....	79
3.	Grounds for refusal .....	79
<b>Section R: Management of sex offenders and violent offenders .....</b>		<b>80</b>
1.	Position statement.....	80
<b>Section S: Garage and Garage Plots .....</b>		<b>81</b>
1.	Introduction .....	81
2.	Aims and objectives.....	81
3.	Legal frameworks .....	81
4.	What is a garage/garage plot?.....	81
5.	Applying for a garage/garage plot .....	82
6.	Letting a garage or plot.....	82
7.	Tenancy agreement and conditions of use:.....	82
8.	Garage plots .....	83
9.	Rents .....	83
10.	Arrears.....	83
11.	Ending the tenancy .....	83
12.	Void inspections.....	84
12.	Abandonment .....	84
13.	Succession, assignation and sub-letting .....	85
14.	Mutual exchange/transfer .....	85
15.	Performance monitoring.....	85
16.	Publicity .....	85



<b>Section T: Overall policy requirements</b> .....	<b>86</b>
<b>1. Roles and responsibilities</b> .....	<b>86</b>
<b>2. Confidentiality</b> .....	<b>86</b>
<b>3. Right to appeal</b> .....	<b>86</b>
<b>4. Equality and diversity</b> .....	<b>86</b>
<b>5. Risk management</b> .....	<b>86</b>
<b>6. Complaints</b> .....	<b>87</b>
<b>7. Policy review</b> .....	<b>87</b>

## **Introduction**

This combined Housing Policy sets out the standards and general guidance which Fife Housing Group (FHG), meaning the two landlords of Fife Housing Association (FHA) and Yourplace will follow to ensure that we provide the highest quality of customer service in relation to the housing management services we deliver; getting back to basics to provide an excellent service. We will do this through living to our Values which are that we will be:

- Firm but fair
- Accountable
- Versatile
- Open and honest

## **By....**

- Treating others with respect;
- Communicating clearly and honestly at all times with an open approach;
- Being ready to help and being approachable;
- Providing a consistent and reliable but versatile service;
- Doing what we say we will do; and
- Responding to all enquiries quickly, professionally and accurately.

This Policy complies with the standards and outcomes required by the Scottish Social Housing Charter 2012.

This Policy aims to meet the legal and regulatory requirements pertaining to Scottish Secure Tenancies and to apply discretion in line with best practice.

FHG will ensure, through the housing services it provides, and which is embedded within this Policy, that all tenants and other customers are treated fairly and that due regard is given to current legislation, regulation and best practice.

## **Section A: Tenancy sustainability**

### **1. Introduction**

- 1.1 Tenancy sustainment is defined as: 'preventing tenancies from coming to a premature end'. This involves ensuring that tenants are provided with the necessary information, advice, and support they require to maintain their tenancies.
- 1.2 Front-line colleagues have a pivotal role in taking forward tenancy sustainability as an organisational imperative; based on early intervention and preventative actions.
- 1.3 Effective partnership working is also recognised as fundamental to sustaining tenancies; breaking the 'cycle of homelessness' and the associated disruption to tenants and their families.
- 1.4 In some circumstances, FHG will not have the specialist knowledge or experience to be able to help tenants directly but in these cases they will become proactive in signposting and referring tenants to those specialist agencies and services who could offer assistance.

### **2. Aims**

- 2.1 FHG aims to:
  - ✓ Identify failing tenancies at an early stage;
  - ✓ Identify support systems that will enable those tenants to sustain their tenancies;
  - ✓ Promote partnership working with support agencies to help struggling tenants sustain their tenancies.
  - ✓ Encourage information sharing to help struggling tenants sustain their tenancies; and
  - ✓ Monitor, evaluate and continuously improve tenancy sustainability rates.

### **3. Mainstreaming tenancy sustainment**

- 3.1 Moving from reactive to more proactive work practices in addressing tenancy sustainment is a key priority for FHG. This means taking measures to identify tenants who are struggling or unable to cope, for whatever reason, from application stage through the sign up process to post tenancy allocation visits and beyond.
- 3.2 Known risk factors in relation to early tenancy failures will be identified by colleagues and then used as a checklist for identifying an applicant's or tenant's support needs. These include: reviewing the application form, collecting details about a tenant's circumstances at tenancy sign-up and carrying out settling-in visits to identify support needs at an early stage.

### **4. Business case for tenancy sustainability**

- 4.1 The business case for FHG pursuing tenancy sustainability as a key organisational imperative is based on savings generated through the following:  
Improved customer satisfaction;
- The development of a good relationship with Fife Housing Group;
  - The reduction of rent loss during void periods;
  - Reduced potential for neighbour nuisance and anti-social behaviour;
  - The reduction of costs incurred bringing void properties up to the Group's Re-let Standard; and
  - The reduction of colleague costs incurred in processing voids and allocating properties.

## 5. Causes of tenancies prematurely ending

- 5.1 There are numerous reasons why tenancies are brought to an end prematurely. Some of these are outlined below but this list is not exhaustive:  
**Rent arrears:** Tenants who are struggling, or are unwilling, to meet their financial commitments fall behind with their rent, can end up in dire financial straits and either end their tenancies, abandon their homes or end up being evicted; or

**Allocations to unwanted areas:** Such tenancies are often ended as soon as the tenant can identify alternative more suitable accommodation. Some tenants accept tenancy offers in desperation (especially in the case of homeless applicants). Some tenants may have felt coerced into accepting tenancies because their preferences were not taken into consideration; or

**Refusal of two fair offers:** People will often automatically accept the second offer due to already having turned down the previous one with the aim of not being suspended on the Fife Housing Register; or

**Lack of information:** The root cause of tenancy failure can often be traced back to inadequate information provided about the help and support available at the start of tenancies. For instance, new tenants with no furniture or floor covering are often unaware of where these can be purchased at little or no cost; or

**Property condition:** Tenants can accept a tenancy then find that they cannot afford to look after, adequately heat, maintain or improve their property in order to make it feel like their home. Also, some properties do not meet the tenant's expectations when they become available for letting. Again, such tenancies are often ended as soon as the tenant can identify alternative accommodation; or

**Anti-social behaviour:** Some tenants are victims of sustained and long-standing neighbour disputes or harassment. Despite housing colleagues having a valuable role in tackling anti-social behaviour and work with other agencies and services to address underlying problems, the perpetrators put their tenancies at risk and the alleged victim may no longer feel they can remain; or

**Vulnerable tenants:** There is a high risk of tenancy failure amongst tenants with complex and multiple support needs. These include, but are not limited to: tenants with drug or alcohol problems or mental health issues, or combinations of these.

Tenancy breakdown also arises because of financial problems, social isolation and the lack of basic skills for independent living.

- 5.2 We also recognise there may be other less obvious reasons why people give up their tenancies such as domestic abuse and other forms of harassment.

## 6. Pro-active actions to sustain tenancies

- 6.1 We have adopted a range of working practices designed to tackle the reasons tenancies end prematurely. These are outlined below:

- 6.1.1 Rent arrears: FHG has a pro-active Income Maximisation Strategy that emphasises the need for early intervention. This is required to identify tenants at an early stage who may be struggling to meet their financial commitments and to ensure their income is maximised, therefore enabling them to pay their rent on time. Colleagues will do this by:

- Carrying out benefits checks, and where appropriate, assisting tenants to claim any shortfalls in entitlement; and
- Signposting tenants to agencies such as: Frontline Fife, Citizens' Advice & Rights Fife and Fife Migrants' Advice for appropriate budgeting, welfare benefits and money advice.

- 6.1.2 **Allocations:** At the start of tenancies, colleagues will focus their efforts during interviews to collect information about an applicant's circumstances both during the allocation process and at the start of tenancies. This will increase the likelihood of identifying unmet needs and signposting these applicants to where they can receive that support. FHG will aim to create balanced and sustainable communities where tenants feel safe in their homes and neighbourhoods when allocating properties. Sensitive information will be treated confidentially, but with permission, may be shared with appropriate agencies or organisations that may assist and improve that tenant's wellbeing and sense of belonging.

- 6.1.3 **Furnished lets:** FHG has a 'Lead Tenancy Project' at Church Street, Kirkcaldy. A Lead Tenancy is a form of temporary accommodation where tenants are provided with support in order to prepare them for the responsibilities involved in taking on a permanent tenancy. We also from time to time have wider action projects which can tie directly into offering furnished accommodation and provide support in that accommodation to vulnerable tenants. Tenants receive a basic package of furniture that includes: the provision of blinds, curtains, beds, bedding, cooker, fridge, sofa and a coffee table.

- 6.1.4 **Starter packs:** In conjunction with Furniture Plus, a local social enterprise company, we can offer basic starter packs to new tenants, which include cutlery, crockery, bedding and towels. Our housing advocacy project can also help with this. Referrals should be made through the formal referral process.

- 6.1.5 **Incentive scheme:** In low demand areas it is acknowledged that some of our properties can become difficult to let and that, as well as resulting in considerable loss of rental income when void, can have a negative impact on the environment. By providing incentives in the form of decoration and the provision of furniture, white goods etc, to applicants considering moving into these properties, we aim to minimise void turnaround times, void loss and, at the same time, make best use of

our housing stock. Identifying tenants who are under/over occupying properties enables us to facilitate exchanges or transfers and in these cases, if tenants are unable financially to meet all costs then FHG will help with costs towards these. The level of these costs will be determined on a case by case basis.

- 6.1.6 **Re-let Standard:** All void properties are required to meet a minimum standard. This standard, known as our Re-let Standard, combined with FHG's approach to achieving the Scottish Housing Quality Standard (SHQS) and the Energy Efficiency Standard for Social Housing (ESSH), aims to ensure that all properties are let to an acceptable level.
- 6.1.7 **Anti-Social Behaviour Service:** FHG adopts a multi-agency approach to dealing with neighbour disputes and harassment. Organisations involved include: Police Scotland, Environmental Health, Social Services, Fife Council Area Safer Communities Group and the Fife Community Safety Support Service. Strategically, this approach is being further developed through the Service Delivery and Engagement Task Group and the local bodies being formed that will link into this Task Group tenancy support.
- 6.2 Where tenants are found to be struggling to sustain their tenancies, person-centred support can be arranged through various agencies. Within Fife these agencies include but are not limited to: Frontline Fife, Bethany Trust and the Richmond Fellowship. This support can take the form of: budgeting and debt advice, the provision of individual care needs, establishing networks of support and the development of life skills. We are also partners in the Fife Advice Partnership Group.
- 7. Employability projects**
- 7.1 We recognise the clear link between tenancy sustainment, employability and the importance of a person's social network. Colleagues are, therefore, required to consider signposting tenants for advice and practical support on a range of employment, learning, training or volunteering opportunities.
- 7.2 Such proactive measures could potentially have a positive effect on tenancy sustainment by:
- Helping to build skill levels;
  - Providing meaningful occupation and activity; and
  - Providing an income to help tackle poverty and build up social networks, both in terms of relationships with colleagues or fellow learners and in providing financial resources often required to take up leisure opportunities in their local areas.
- 8. Tackling fuel poverty**
- 8.1 FHG recognises that combating fuel poverty plays a key part in helping struggling tenants to meet their financial commitments.
- 8.2 The following approach is being pursued to achieve this:

- Exploring of options to provide a more effective, targeted capital investment in our stock that will deliver better insulated homes with more energy efficient heating systems. This includes accessing current and future Scottish Government grants that become available to support its 'Green Agenda'; and
- Signposting tenants to social enterprise, who will carry out free visits to assess efficient energy usage in any home within Fife.
- Providing additional help through our Giving Something Back (GSB) scheme.

## **Section B: Estate management**

### **1. Introduction**

- 1.1 Estate management is a term used to describe a wide range of services relating to the management of the communal areas (both internal and external) in housing areas. It incorporates a wide range of different elements. These include but are not limited to:
- Vehicles being abandoned;
  - Estate inspections;
  - Fly-tipping;
  - Graffiti;
  - Infestations;
  - Parking of trailers, caravans etc.;
  - Paths and walkways;
  - Grounds maintenance; and
  - Service contracts, such as window cleaning and communal stair cleaning.
- 1.2 Estate management processes helps FHG to create and maintain an attractive, safe and secure environment for all those living on our estates. We aim to achieve this by:
- Carrying out inspections of our housing areas;
  - Providing investment in the maintenance of the external environment;
  - Providing maximum opportunity for tenants and other residents to influence and participate in decision-making relating to estate management; and
  - Working closely with colleagues from Fife Council and other complementary agencies.
- 1.3 This section covers the physical upkeep and use of the common parts of each estate. The management and resolution of matters creating nuisance and arising from breach of conditions of tenancy or title deeds, neighbour problems and anti- social behaviour are the subject of our Anti-Social Behaviour approach outlined in Section C.

### **2. Aims**

- 2.1 FHG aims to provide an effective, consistent and responsive estate management service. The overriding objective is to ensure residents are satisfied with the services being provided to maintain and improve neighbourhood standards in communities.
- 2.2 A range of proactive and preventative measures are followed which adhere to all legislative requirements and reflect good practice. These measures assist colleagues to combat estate management issues by, for example, undertaking regular site inspections to identify potential health and safety hazards.

### **3. Principles**

- 3.1 This section sets out FHG's approach to estate management. In particular, it provides the framework for ensuring:
- An effective and responsive estate management service;



- FHG properties and their surrounding areas are attractive, well-maintained, safe and secure;
- Tenants and other customers are satisfied with the services provided and are involved in setting and monitoring the standards;
- Legislation and good practice are adhered to;
- FHG actively engages in partnership working to deliver an excellent service; and
- Clear management standards and outcomes are put in place and are monitored to ensure consistent delivery of a high standard of service.

#### **4. Tenancy obligations**

- 4.1 The Tenancy Agreement clearly defines what is expected of both tenants and FHG in relation to the maintenance of common areas and neighbourhoods.
- 4.2 Housing colleagues explain the terms of the tenancy agreement prior to an applicant signing to ensure they understand their responsibilities to, for instance, maintain their gardens and not cause damage to common areas.
- 4.3 The Tenant's Handbook is issued to all new tenants and this document reinforces these responsibilities.

#### **5. The FHG approach to estate management**

- 5.1 A high visibility approach is adopted to manage estates where regular and frequent scheme visits form the basis for effective estate management. Colleagues are encouraged to build up a rapport with residents to ensure more effective delivery of the services that tenants want.
- 5.2 Neighbourhood surveys are carried out together with a widely promoted annual programme of estate inspections, where colleagues from across the Group walk an area to identify issues and, where appropriate, take actions to address these and ultimately improve standards. These will reflect identified needs for each area.
- 5.3 There will be an in-built flexibility and discretion in the frequency and nature of officer involvement. This will depend on the challenges faced in different areas.
- 5.4 Housing colleagues aim to visit all new tenants following their date of entry. This is an opportunity to identify and deal with any potential problems, including estate management concerns, being experienced as well as providing further opportunities to participate in resident involvement.
- 5.5 Feedback from new tenant visits is collated and analysed to identify future areas for improvement.

#### **6. Identified concerns**

- 6.1 Colleagues carry out inspections and communicate with tenants within their respective areas to ensure tenancy obligations are met. This includes, but is not limited to, concerns relating to security, vandalism or graffiti.
- 6.2 Housing and Operations team colleagues work together to identify and resolve estate management problems arising in the communities where

they work.

6.3 A range of methods are available to resolve estate management problems. These include, but are not limited to, carrying out informal visits, issuing letters, introducing rota cards, holding close or neighbourhood meetings, recharging tenants, seeking interdicts or raising actions for specific implement.

6.4 FHG has an eyes wide open approach to estate management and all colleagues are expected to report any issues identified out in the estate and engage with tenants where appropriate.

## **7. Neighbour complaints**

7.1 Residents are encouraged in the first instance to try and resolve problems themselves, without our formal involvement.

7.2 We aim to ensure our involvement is limited to where it is necessary and we have a responsibility to do so. In such cases, colleagues will aim to be speedy, purposeful and effective.

## **8. Partnership working**

8.1 Wherever possible, colleagues work in partnership with other organisations such as Fife Council's Environmental Health Services, Police and other statutory and voluntary agencies to address identified issues in estates. Examples of this would be:

- Becoming involved in local multi-agency initiatives;
- Working with the local authority to deal with the removal of abandoned vehicles or pest control.

8.2 FHG believes residents also have a responsibility for helping maintain attractive, well maintained, safe and secure schemes. They are made aware of their respective responsibilities through the sign up process, and on an on-going basis throughout the lifetime of their tenancy. For example, we expect residents as a minimum to inform us of:

- Any poor contractor performance;
- If there are any health and safety concerns such as when communal lights aren't working; or
- Any general issues such as suspected abandoned vehicles in the area.

## **9. Legal issues**

9.1 There are a number of legal remedies available to tackle estate management problems. These give FHG, in partnership with other agencies who work in communities, power to legally address such issues.

9.2 Legal actions we can take include, but are not limited to:

- Raising actions for specific implement;
- Recharging tenants, and where appropriate, raising actions in court for recovery of the debt; and
- Seeking Decree for Recovery of Possession.

9.3 Legal action will only be initiated in more serious cases; where all other steps to resolve the problem have failed to produce the desired outcome and corroborative evidence is available.

## **10. Outcomes**

10.1 By pursuing the above, the following general benefits may be realised:

- Improvements in the overall amenity of communities;
- Increased tenant and other resident satisfaction;
- More sustainable communities where people want to live;
- Reduced costs;
- Minimised risk; and
- Reduced stock turnover.

## **Section C: Pets**

### **1. Introduction**

- 1.1 This section outlines Fife Housing Group's (FHG) approach to pet ownership within its housing stock.
- 1.2 FHG aims to ensure that its tenants are free to make their own lifestyle choices and we appreciate that keeping pets can offer significant health and social benefits. The right of a tenant must, however, be balanced against the rights of neighbours to be undisturbed by animals, and FHG's need to maintain its property and surroundings in a clean and hygienic state.
- 1.3 Nuisances arising from irresponsible pet ownership will not be tolerated.
- 1.4 Tenants who wish to own a pet must get permission from FHG as part of the conditions of their tenancy agreement.

### **2. Aims and objectives**

- 2.1 FHG aims to encourage responsible pet ownership within its properties and to provide a clear framework for dealing appropriately and effectively with issues associated with pets.
- 2.2 The objectives of this section are to ensure that:
  - Tenants who keep pets, do so in such a way as to prevent adverse impact on other residents' enjoyment of their home;
  - The keeping of pets within FHG properties has no detrimental effect on either a particular tenancy, common area or neighbourhood;
  - The welfare of the animal is considered when making any decision;
  - All tenants are treated equally, and no groups are discriminated against in relation to the operation of this policy.
- 2.3 New tenants are given the opportunity to declare all pets at sign up.
- 2.4 There will be no permission given for pets in our temporary accommodation.

### **3. Legislative framework**

- 3.1 There are a number of pieces of legislation which inform FHG's pets' policy.
- 3.2 The main legislation is listed below:
  - Dangerous Dogs Act 1991;
  - Dog fouling (Scotland) Act 2003;
  - Control of Dogs (Scotland) 2010;
  - Dangerous Wild Animals Act 1976;
  - Animal Health and Welfare (Scotland) Act 2006;
  - Equalities Act 2010;
  - Disability Discrimination Act 2006; and
  - [Housing \(Scotland\) Act 2010](#)
  - [The Dangerous Dogs \(Designated Types\) \(Scotland\) Order 2024](#)

#### **4. Applying for permission to keep a pet**

- 4.1 Tenants, both new and existing, must request written permission from FHG to keep a pet. This applies to both new pets and replacement pets as well as looking after a pet for a limited period of time, for example whilst a relative is in hospital or holiday. A limited period of time would be more than 7 days.
- 4.2 Permission to replace a pet will normally be granted subject to the same conditions stated at 6.5, however history of previous pet ownership will be taken into consideration.

#### **5. Restrictions that apply**

- 5.1 Dogs listed in the Dangerous Dogs Act 1991 and any animals listed in the Schedule of the Dangerous Wild Animals Act 1976 or any animal prohibited by any other law including [The Dangerous Dogs \(Designated Types\) \(Scotland\) Order 2024](#) may not be kept. This is to protect the health and safety of any residents and employees or representatives acting on behalf of FHG who may come into contact with the animal.
- 5.2 Permission will not be granted to keep more than two dogs or cats and no more than two small mammals, rodents or reptiles. In some newer developments and where FHG have purchased properties from a private developer, there are specific clauses contained within the existing title deeds which limit the number of pets to one or in some deeds prevent the keeping of pets. FHG will check these conditions before making any decision.
- 5.3 Permission will not be granted for a tenant to keep livestock or farm animals, for example sheep, goats, pigs, cattle, horses, chickens, ducks.
- 5.4 Communal pets will not be permitted due to the difficulties involved in ensuring the ongoing responsibility for the animal's welfare. This is where a number of people within a close of flats want to share a pet.
- 5.5 Tenants living in flat type properties will not be permitted to keep more than two cats or dogs. Flatted property in general is not designed in such a way that several pets can be maintained without disruption to the property or to neighbours. In flatted property therefore (including main door flats) the size of the property may not be sufficient to allow permission for 2 dogs or cats and in this case. FHG may restrict permission to one cat or dog.
- 5.6 No cats or dogs shall be permitted in properties designated as 'amenity' housing except where the front door to the property does not open onto an enclosed communal corridor. Housing colleagues shall have discretion to waive this restriction in the case of requests for permission to keep an assistance dog.
- 5.7 Permission would not be granted if FHG were of the opinion that the pet would be at risk of suffering.
- 5.8 Tenants living in FHG's shared furnished properties will not normally be provided with permission to keep a pet, unless this is an authorised assistance animal.

- 5.9 Where FHG is not the owner of the property and a lease is in place between the owner and FHG, permission will not be granted to keep a pet.
- 5.10 Dogs can suffer from behavioural problems when left alone for periods of time. This can cause nuisance, if they bark continuously. It is advisable to make alternative arrangements for your dog if you are away from your home for regular periods of time. If we receive any noise nuisance complaints regarding your pets then we will investigate this through our antisocial behaviour policy and procedures.

## **6. Permission and conditions**

- 6.1 FHG will consider all the circumstances surrounding an application to keep a pet before granting permission. Factors which will be taken into account include:
- the ability of the tenant to look after the animal;
  - possible disturbance which may be caused to surrounding neighbours;
  - size and type of the accommodation, including garden area;
  - the type and size of the pet;
  - the number of other pets already in the household;
  - the ability of the tenant to ensure the welfare of the animals;
  - any specific conditions contained within the title deeds of the development; and
  - specific clauses contained within the existing title deeds which limit the number of pets to one or in some deeds prevent the keeping of pets.
- 6.2 FHG will consider any history of pet ownership the tenant may have, either in an FHA or YOURPLACE tenancy or that of another landlord, when reaching its decision. Permission may be refused where records show a previous history of neglect or cruelty; or instances of irresponsible pet ownership, such as failure to control an animal.
- 6.3 Before reaching a decision, FHG may refer to any relative guidelines available from professionals such as vets, animal charities or groups, the Pet Advisory Committee or the Pet Health Council.
- 6.4 It is a legal requirement that all dogs are microchipped and owners must ensure that when outside, all dogs wear an ID collar and ID tag with the owner's name and address inscribed on it.
- 6.5 FHG will not unreasonably withhold permission to a tenant who wishes to keep a pet, however, there are a set of conditions which may be applied including:
- The tenant ensures that the pet is well cared for and is kept under proper control both inside and outside of the property at all times;
  - The tenant is responsible for the behaviour of pets owned by them or by anyone living with them or visiting them;
  - Tenants must ensure that pets do not cause nuisance, annoyance or injury to neighbours, visitors, FHG colleagues or its contractors or any other agency in the course of their work;
  - Dogs must be kept on a lead in communal areas at all times and not allowed outside the tenant's home unaccompanied;

- Pets are not allowed to cause noise nuisance, fouling or damage either within the tenancy, their neighbour's property or the neighbourhood;
- The tenant must ensure that any pet faeces or waste is cleaned up immediately and no litter trays are permitted in communal areas;
- The tenant must make suitable provision for a pet should they become unable to take care of it, either on a temporary or permanent basis. In such circumstances, if this is not done FHG colleagues will contact the appropriate authorities to arrange care for the pet;
- The tenant is prohibited from breeding or selling animals on a commercial basis from any FHG property;
- The tenant must ensure that their pet receives standard routine healthcare, such as regular parasite control measures, as well as appropriate treatment for any illnesses;
- You must seek permission to fit a cat flap. Permission will not be given to fit cat flaps to UPVC doors or in communal areas;
- Applications for exotic pets such as snakes, lizards or spiders will be refused if the pet requires a licence under the Dangerous Wild Animals Act 1976.

6.6 FHG reserves the right to impose any other condition on a specific case where it is felt to be appropriate in the interests of other tenants, colleagues, or the animal itself.

6.7 FHG reserves the right to withdraw any permission and require the removal of a pet where it is evidenced that;

- The tenant has been negligent in their care of a pet; or can no longer meet the basic welfare needs of a pet, and is unable to or has refused to make alternative arrangements for its care;
- The pet is causing nuisance and the tenant has either been unable to remedy the situation, or has refused to take any remedial action; and/or
- The pet is causing damage to the property and the tenant is unable/unwilling to bring the property back up to an acceptable standard. Any costs involved in reinstating the property back to the standard will be recharged to the tenant. FHG will determine the acceptable standard in each individual case.
- The pet is an XL Bully type dog without a Certificate of Exemption or that it the XL Bully Dog has an Exemption Certificate but is not being properly restrained in public with a lead or muzzle.

6.8 Where a tenant is granted permission to keep a pet, the conditions will be made clear to the tenant. The tenant will also be advised of the consequences of failure to adhere to the conditions e.g. permission will be withdrawn and the pet will have to be removed from the property.

6.9 Tenants wishing to construct outside accommodation for a pet must apply for prior written permission from FHG. An alteration form must be completed. Any such application must include details of the species to be housed, the numbers of animals planned and plans of the proposed construction and will normally only be considered where the tenant has sole-use of a garden area and where the size of the accommodation meets with all Local Authority building and planning regulations. The same tenancy conditions regarding nuisance apply regardless of whether the animals are kept in the property or in outside accommodation.

6.10 In the event of a tenant being decanted due to works required by FHG (temporarily

having to move out of their home) and being unable to take their pet(s) with them, FHG will support the tenant in sourcing suitable temporary accommodation for the animal(s). The temporary accommodation will be selected and costs met by FHG, only where the cause for decant is due to action by FHG.

## **7. Actions to resolve issues**

- 7.1 If any of the conditions stated at 6.5 (or any other particular conditions which have been imposed for a specific case) are broken, appropriate action will be taken as detailed below.
- 7.2 FHG will investigate any issues raised according to FHG's Anti-Social Behaviour Policy and procedures, or the Complaints Policy as appropriate. Where a complaint is upheld following investigation, the tenant will be given the opportunity to rectify the situation, and undertake remedial action as agreed with FHG.
- 7.3 FHG will aim to ensure that tenants receive advice and support on pet-management issues necessary to help them keep their pet and resolve any problems to the satisfaction of all parties concerned.
- 7.4 Irresponsible pet owners will be held accountable by FHG. Colleagues will work together with other agencies to agree appropriate timescales in order to resolve any issues or problems involving animals. Examples of these other agencies include:
- Fife Council's Environmental Health team;
  - The Dog Warden;
  - Animal protection organisations (e.g. SSPCA); and
  - Police Scotland.
- 7.5 FHG reserves the right, however, to withdraw its permission and require the removal of a pet where remedial action fails to resolve an issue and no other solution is available. In such cases, the tenant must make arrangements for the pet's permanent removal from the property within two weeks of the permission being withdrawn.
- 7.6 Legal action to end a tenancy would only be taken as a last resort where the tenant refuses to co-operate to address concerns in relation to a pet; or where a problem could not be managed and no other course of action was available.
- 7.7 If a tenant is being evicted, every effort will be made to determine the presence of pets and ensure the tenant has made suitable arrangements for them. However, if pets are found to have been left behind in a property, FHG will contact the appropriate authorities to arrange for their safe removal and care. The same action will apply in the case of an abandoned tenancy.
- 7.8 If it has been found that a tenant has neglected a pet's welfare, or mistreated or caused unnecessary suffering to a pet, FHG will notify the appropriate authorities. Where this is brought to the attention of FHG by a third party, then they will be advised to also report it to the appropriate authorities. In such cases, permission to keep a pet in FHG's property may be withdrawn.

## **8. Keeping a pet without permission**



- 8.1 Where it is found that a tenant is keeping a pet without FHG's consent, then they must apply for permission within two weeks.
- 8.2 If FHG has already received complaints regarding the pet prior to the permission request having been received from the tenant and on investigation, the complaint is found to be valid, FHG may refuse permission and require the tenant to remove the pet.
- 8.3 Where the above does not apply, permission will normally be granted unless one of the categories listed at Section 6 applies. Where permission is granted, the tenant must agree to abide by the conditions set out at 6.5.
- 8.4 Permission will be refused when:
- A tenant does not have adequate space in their home or garden where there are already several pets in a property and a new pet will affect their welfare;
  - The details contained within the title deeds specifically states that animals are not allowed.
- 8.5 Where permission is refused, the tenant must make arrangements for the permanent removal of the pet within two weeks.
- 8.6 If the tenant fails to apply then legal action may be considered.

## **9. Equal opportunities**

- 9.1 In accordance with legislation, in providing housing accommodation and related services, FHG will act in a manner which encourages equal opportunities and observes equal opportunity requirements.
- 9.2 In considering requests for keeping a pet in an FHG property, FHG will not knowingly treat any tenant differently or less favourably on the grounds of race or colour; nationality; disability; gender; marital status; age; sexual orientation; language or social origin; or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.
- 9.3 FHG will not refuse a tenant permission to keep an assistance dog, but for monitoring purposes will record and hold this information on file. Tenants who have assistance dogs must notify FHG that they are keeping such a pet and in these circumstances the tenant remains responsible for the behaviour and welfare of the animal in line with the conditions at 6.5.

## **Section D: Anti-Social Behaviour**

### **1. Introduction**

- 1.1 Registered Social Landlords have a statutory duty to investigate and tackle problems of an anti-social nature.
- 1.2 It is a principal duty of any landlord to provide its tenants with the peaceful enjoyment of their home. FHG aims to achieve this objective by using its powers as a landlord and through the effective management of its tenancies.
- 1.3 The tenancy agreement sets out the level of behaviour expected from tenants, members of their household or visitors to their home and makes it clear to tenants that they are responsible for the behaviour of others in or visiting their home. The tenancy agreement and other tenancy information such as the tenant's handbook makes it clear to tenants that breaking their tenancy agreement as a result of antisocial behaviour may result in legal action to evict them. Tenants are responsible for ensuring that they keep to the conditions of their tenancy agreement.
- 1.4 In meeting our objectives FHG aims to be transparent, sensitive, firm and impartial. We do, however, make it clear to colleagues, tenants and the wider community that they need to adopt a realistic attitude towards the extent FHG can resolve disputes. In certain instances the involvement of third parties or statutory agencies may be deemed more appropriate.
- 1.5 Where it is proven that a tenant is behaving in an anti-social manner then action will be taken against that tenant.
- 1.6 Where the perpetrators of anti-social behaviour are not FHG tenants, but our tenants are suffering from their inappropriate conduct, we will adopt a multi-agency approach to tackling the offending behaviour. This will involve working closely with other agencies and in particular, Fife Council Environmental Health (Public Protection Team) and the Fife Community Safety Support Service, who have powers not available to FHG, to address offending behaviour.

### **2. Aims**

- 2.1 FHG aims to:
  - Create and maintain conditions in which tenants can enjoy their home and surroundings in peace, without undue disturbance from others;
  - Manage expectations, no-one is entitled to silence, its about which is reasonable;whether you are making the noise or having to listen to it.
  - Adopt a multi-agency approach to resolving disputes which FHG cannot resolve independently. This will apply where the conduct of those individuals, who do not reside in FHG properties, is not acceptable and this is affecting our tenants from the 'peaceful enjoyment of their home';
  - Ensure effective communication channels are in place; to ensure our tenants are kept regularly up to date on the status of their complaint and the actions taken by FHG to resolve matters;

- Monitor and then produce a timely report on incidents of an anti-social nature to the Business Leadership Team;
- Ensure colleagues are appropriately trained in this area of activity; enabling them to deal with issues effectively as they arise; and
- Ensure colleagues are kept up-to-date with all relevant legislation and good practice relating to anti-social behaviour and dealing with neighbour disputes.

### **3. Principles**

- 3.1 We will not tolerate anti-social behaviour;
- 3.2 We will act with courage, tenacity and resilience to tackle anti-social behaviour;
- 3.3 We will listen and act on tenants' concerns regarding anti-social behaviour, even if the conduct is caused by an individual who does not reside in one of our properties. For example: owner-occupiers or tenants in private lets whose conduct is unacceptable and affecting the enjoyment of our tenants in their homes;
- 3.4 We will encourage and support the public to take a stance against anti-social behaviour by providing support to victims and witnesses;
- 3.5 We will take swift and visible action to help stop anti-social behaviour;
- 3.6 We will ensure effective communication channels are put in place to ensure our tenants are fully informed of progress made to resolve an anti-social behaviour problem and to address any concerns they may have concerning the investigation of a case; and
- 3.7 We shall aim to challenge anti-social behaviour before it escalates by taking a twin-track approach of support and enforcement.

### **4. Multi-agency working**

- 4.1 Where appropriate, Housing colleagues will draw on the experience of other agencies, including: the Police, support providers, Social Services, health services, the Environmental Health, Fife Council Area Safer Communities Group and the Fife Community Safety Support Service.
- 4.2 Consideration will also be given to the use of professional witnesses. This will be particularly relevant where there are specific threats of intimidation, violence and physical assault on complainants and/or witnesses who are afraid to come forward with evidence.
- 4.3 Where an individual causing anti-social problems is not living in an FHG tenancy, for instance, a private let or owner occupier the case will be referred to Fife Council for investigation and action. In doing this, we will provide:
- Any support or assistance requested by partner agencies; and
  - Regular moral and practical support to our tenants.
- 4.4 The provision of moral and practical support requires FHG to put in place

effective communication channels with the affected tenants. Regular review meetings with our tenants will therefore be arranged to ensure:

- They are fully appraised of actions taken and any developments in the case;
- To confirm our tenants are satisfied with our actions taken to help resolve the matter; and
- To address any concerns our tenants may have with how the case has been investigated and/or the potential outcomes of the case.

## **5. Legal framework**

5.1 The Antisocial Behaviour etc. (Scotland) Act 2004 and the Housing (Scotland) Act 2001 ('the 2001 Act') set out a range of measures that landlords and their partner agencies can take to help address antisocial behaviour. The Scottish Social Housing Charter also contains an outcome that covers the role of landlords in working with others to tackle antisocial behaviour.

5.2 To complement the existing measures available to landlords to address antisocial behaviour in, or in the locality of their tenancy, a number of new provisions were introduced in the Housing (Scotland) Act 2014 ('the 2014 Act'). These measures include:

- A new short Scottish secure tenancy for antisocial behaviour (Section 7 of the 2014 Act);
- A power for landlords to extend the term of some short Scottish secure tenancies by 6 months, including those related to previous antisocial behaviour, where housing support services are being provided (Section 10 of the 2014 Act); and
- A new streamlined eviction process where there has been a recent criminal conviction punishable by imprisonment for tenancy related antisocial or criminal behaviour (Section 14 of the 2014 Act) within the previous 12 months.

5.3 This new provision gives FHG the flexibility to use a streamlined process for eviction where a tenant (or any one of joint tenants), a person living in or lodging in the house, a subtenant or a person visiting the house has been convicted of an offence punishable by imprisonment within the previous 12 month.

## **6. Streamlined eviction process**

6.1 In cases where we are considering taking eviction action following information about a relevant criminal conviction, we will take legal advice to identify whether and how the ground required for raising an eviction action under the streamlined eviction process can be satisfied.

6.2 Consideration of how the ground can be satisfied will include the evidence of the criminal conviction available and whether the criminal offence is one which concerns using the house for immoral or illegal purposes **or** carried imprisonment as a possible penalty. A prison sentence does not need to have been imposed. For example, a community payback order may be given by the criminal court as an alternative to a prison sentence.

- 6.3 Where available, we will obtain an extract conviction from the court as evidence of the conviction. This will be lodged as part of the sheriff court application if the case is taken to court.
- 6.4 If eviction action is being taken under ground 2 of schedule 2 of the 2001 Act only, pre action requirements do not have to be satisfied.
- 6.5 When deciding whether or not to raise eviction action using the streamlined eviction process we will ensure the action is both appropriate and proportionate. Factors we will consider, but are not limited to, could include:
- The nature and seriousness of the offence, including any recurring nature of convictions or cumulative effect of several incidents, or the potential seriousness of a one off offence;
  - Who has been convicted of the offence and their connection to the property;
  - Where the offence was committed and the connection to the housing tenancy;
  - Whether and to what extent the offence has affected neighbours or others in the community;
  - The impact on neighbours and communities over time and the impact on the stability of the community;
  - What action, if any, the person convicted of the offence is taking to make positive change;
  - The impact eviction may have on household members; and
  - Other steps taken/which could be taken by the landlord or partner agencies to address the antisocial or criminal behaviour.
- 6.6 There will be situations when the person who has received a conviction has changed their offending behaviour. Where this is the case we recognise we have a role to play in helping these people to sustain their tenancies and prevent re-offending. Some examples of this would be:
- The behaviour has stopped, for example there have been no repeat offences, convictions, disturbances or complaints;
  - Engagement in training/employment;
  - Participating in a rehabilitation programme or treatment for drug/alcohol/mental health; and
  - Regular and meaningful engagement with support services to change behaviour in a positive way.
- 6.7 The streamlined eviction process removes the ability of the court to consider whether it is reasonable to grant an eviction order. The court must grant an eviction order where it is satisfied that: the landlord has a ground for recovery of possession set out in paragraph 2 of schedule 2 to the 2001 Act; and the notice of proceedings was served on the tenant before the first anniversary of the date of conviction, or, where that conviction was appealed, the day on which the appeal was dismissed or abandoned.
- 6.8 In cases where the court is not satisfied that the criteria for streamlined eviction is satisfied, the court will then consider any other grounds for recovery of possession of the house raised by the landlord in the statement

of claim section of the court writ.

- 6.9 If tenants or their representatives challenge the proportionality of a streamlined eviction action on human rights grounds, then the court may consider the reasons for such a challenge before reaching a decision. We may need to give evidence on the reasons for the eviction action if such a challenge is raised and the sheriff decides that the challenge has sufficient basis to be considered.

## **7. Information to tenants**

7.1 Information will be provided in a number of ways to ensure our customers have access to information outlining how anti-social behaviour complaints will be investigated. This will be achieved by:

- Where appropriate, holding local meetings to impart such information;
- Producing an easy-to-read information leaflet on this subject; and
- Providing regular performance information.

7.2 These actions form part of the FHG Engagement Strategy.

## **8. Procedure for responding to complaints**

8.1 In dealing with incidences of anti-social behaviour or nuisance FHG will:

- Take all complaints seriously, providing individuals with the opportunity to discuss the problems they have. Often, where issues are discussed in a reasonable manner, what appear to be serious problems can often be easily resolved;
- Aim to investigate all reported complaints of an anti-social nature within a maximum period of 10 days and then close these complaints within 28 days;
- Actively involve other tenants and other residents, not only as a source of corroborative evidence, but in order to provide a third-party interpretation of events;
- Provide moral and practical support for the tenants involved;
- Fully explain and discuss the options and processes which FHG will adopt to effectively deal with the anti-social behaviour and what cooperation we will need from the tenants to resolve matters; and
- Offer to meet out with the home of a tenant(s) if required. Interviews can take place in cafés or other suitable locations to protect the tenant who is making the complaint.

## **9. Our approach**

9.1 FHG will adopt a firm and consistent approach to the receipt of a complaint; ensuring that complainants are informed as soon as practically possible of the powers available to FHG to remedy that problem.

9.2 Members of the general public, tenants or residents may assume that FHG as a landlord has unlimited powers to resolve what they perceive as problems quickly. Irrespective of their seriousness, neighbour disputes are often time-consuming and difficult to resolve. Complainants will be made aware of this.

9.3 We make it clear to any complainant what our duties and powers are as a social landlord and that a resolution may need multi-agency involvement. Where the

perpetrator of the offending behaviour does not live in an FHG property, we will refer the case to the Fife Council Area Safer Communities Group for investigation and action. We will however keep our tenants apprised of any developments.

- 9.4 Procedures developed will not preclude FHG from adopting imaginative and innovative approaches to resolving issues of neighbour dispute or nuisance.
- 9.5 In order to ensure complaints are sensitively handled, it is necessary to reassure aggrieved parties and keep them informed of progress made. They will also be advised of FHG's role in achieving a resolution.
- 9.6 When handling neighbour disputes - and in every situation - FHG will adhere to the terms of the Equalities Act 2010.
- 9.7 In particular, this Act makes it unlawful to discriminate against a disabled occupier of premises by evicting him or her, unless eviction can be specifically justified as necessary: ...'In order not to endanger the health or safety of any person (including the disabled person)'

## **10. Receiving complaints**

- 10.1 FHG may receive complaints about anti-social behaviour in a variety of ways. These include but are not limited to: telephone calls, e-mail, text messages, in writing, in person and through social media.
- 10.2 Where a complaint is received, colleagues will explain to the complainant that in order to resolve certain issues, corroborative information may be required.
- 10.3 In the event that a written anonymous complaint is received, corroborative evidence may be sought. If there is a cause for concern, the matter will be dealt with appropriately. Alternatively, if there is no other corroborative evidence the anonymous complaint will not be capable of being pursued.
- 10.4 In cases where anonymous complaints are received, no approach should be made to the tenant concerned unless there is a substantial body of information confirming the validity of the complaint.

## **11. Classification of anti-social behaviour complaints**

- 11.1 All reported complaints of an anti-social nature reported to FHG will be regarded as serious.
- 11.2 This is why FHG will investigate all reported anti-social complaints, for any reason ranging from: noise nuisance, problems caused by animals, harassment, violence, through to drug abuse and other forms of criminal behaviour. These investigations will be completed within the locally agreed target of 28 days.

## **12. Factors to be considered**

- 12.1 The following factors will be taken into account when deciding what actions require to be taken against the alleged offending tenant:
- The evidence available;
  - Tenancy standards;
  - The seriousness of the effect of the alleged conduct;
  - The length of time over which the alleged conduct has been or is occurring;
  - The nature of the alleged conduct;
  - Does the alleged perpetrator have a physical or mental health problem?
  - Any steps taken to control the behaviour of the alleged perpetrator if not the tenant;
  - The history of the tenancy, including any previous problems;
  - The conduct of other neighbours;
  - The impact of the offending behaviour on neighbours;
  - The effect of the behaviour on FHG's ability to let adjoining properties;
  - The efforts made by FHG to involve other agencies;
  - The impact that an eviction will have on other members of the household;
  - Steps already taken to deal with the problem; and
  - Whether or not the conduct was intentional.
- 12.2 Colleagues will work with other agencies including: the Police, Fife Council Social Work and Fife Council Area Safer Communities Group to monitor and control anti-social behaviour throughout the Fife Housing Stock and surrounding areas.

### **13. Witness support**

- 13.1 Where appropriate, witnesses of anti-social problems investigated by FHG will be referred by colleagues to Victim Support for emotional and practical support before, during and/or after incidents of an anti-social nature take place.
- 13.2 This is likely to increase the number of witnesses prepared to come forward and give statements in court.

### **14. Anti-Social Behaviour Orders**

- 14.1 The Crime and Disorder Act 1998 provided for the granting and enforcement of Anti-Social Behaviour Orders against people over the age of 16.
- 14.2 The Anti-Social Behaviour (Scotland) Act 2004 extended the use of Anti-Social Behaviour Orders to cover young people between 12 and 15 years of age.
- 14.3 The Children's Hearings system will continue to be the primary forum for dealing with anti-social or offending behaviour by young people under the age of 16. A court-based order should only be pursued for a small number of persistently anti-social young people for whom alternative approaches have not been effective in protecting the community.
- 14.4 Anti-Social Behaviour Orders complement other civil procedures, such as interdict and are not intended to be used as a substitute for criminal proceedings.



- 14.5 Anti-Social Behaviour Orders will not be used where a person displays different behaviour as a result of a medical/developmental condition or mental disorder. This excludes drunk or drug fuelled incidents.
- 14.6 Joint working and effective information sharing at a local level is important to ensure that the appropriate action is taken in the circumstances.

## **15. Applying for an Anti-Social Behaviour Order**

- 15.1 Anti-Social Behaviour Orders will be applied for when the offending behaviour is:
- Persistent, resulting from, or associated with, drug or alcohol misuse;
  - Intimidation through violence or unpleasant actions;
  - Persistent, unruly and/or is used to dominate or create fear; and
  - Adversely affecting other residents.
- 15.2 An Anti-Social Behaviour Order will only be put in place for as long as it is considered necessary to protect others from the anti-social behaviour of the individual concerned.
- 15.3 The following options may also be considered by the Children's Hearing System:
- The introduction of diversionary activities;
  - Issuing Parenting Orders;
  - Introducing compulsory supervision measures;
  - The setting of 'Restriction of Movement' Conditions; and
  - Rehabilitation.

## **16. Other remedies**

- 16.1 Normally, the following alternative remedies will be considered prior to making an application for an Anti-Social Behaviour Order:
- Mediation;
  - The provision of support packages developed by Social Work or partner agencies;
  - The introduction of diversionary schemes and activities;
  - Signing Acceptable Behaviour Agreements;
  - Applications for Interdicts; or
  - Referrals to the Police for criminal investigations.

## **17. Record keeping and monitoring**

- 17.1 Accurate records must be maintained of complaints and any actions taken by FHG.
- 17.2 The Housing Manager will monitor:
- The number, nature and severity of complaints;
  - The FHG response to complaints; and
  - The manner of their resolution.
- 17.3 The Housing Manager will advise the Director of Housing of any difficult cases.

## **18. Customer feedback**

- 18.1 Tenants and other customers will be provided with regular feedback outlining how effectively FHG is performing against targets. Information will be provided in the following ways:
- On a one-to-one basis in discussion with housing colleagues;
  - As part of the Annual Return on the Charter Landlord Report;
  - In newsletter articles; and
  - On our website.

## **19. Scottish Social Housing Charter**

- 19.1 The Scottish Social Housing Charter places a duty on social landlords to investigate and where possible resolve disputes between neighbours.
- 19.2 Targets will be agreed locally, with outcomes reported to the Scottish Housing Regulator in FHG's Annual Return on the Charter submission. We have a role to play in helping people to sustain tenancies and prevent re-offending.

## **Section E: Harassment of minorities**

### **1. Introduction**

- 1.1 FHG recognises that the harassment of minorities and hate crime are potential threats to the peace and security of tenants. We are therefore committed to responding promptly to any reports of such incidents, including where appropriate, tackling the causes. By doing this, we seek to ensure tenants feel safe and secure in their own homes.
- 1.2 This section provides a framework for the guidance of colleagues. We do, however, recognise the response to each situation will depend both on the individual circumstances and on the judgement of the colleagues involved.
- 1.3 Information provided covers the types of behaviour which are deliberately intended to annoy, intimidate, dominate or harm an individual, family or group because of their ethnic background or colour (racial harassment), religion, disability, gender, sexual orientation, specific needs (e.g. mental health) or age.
- 1.4 The incident must be taking or have taken place in, or in the vicinity of, the complainant's home.
- 1.5 It does not cover incidents of 'neighbour nuisance' which do not include hate crime. Arrangements for dealing with these matters are covered in Section C – Anti-social behaviour.
- 1.6 We will take firm action in accordance with the Tenancy Agreement against any tenant who is found to be causing persistent or serious harassment. This will include appropriate legal measures including, if necessary, eviction to resolve the situation.
- 1.7 Where activities of a criminal nature are uncovered, which will include any allegation of hate crime; the victim should be encouraged to contact the Police.

### **2. Aims**

- 2.1 To effectively tackle all instances of hate-motivated behaviour or harassment.
- 2.2 To protect victims' rights to their human rights, both their right as a person and to the quiet enjoyment and protection of their family life and home (Articles 5 and 8 of The Human Rights Act 1998).
- 2.3 To ensure we provide fair, consistent and professional contact and service to all its communities, including minority communities.
- 2.4 To deal with any reports of harassment or hate crime with sensitivity, ensuring both victims and offenders are treated with respect.
- 2.5 To help develop positive relationships within the communities where FHG is involved.

2.6 To adopt a multi-agency approach to help counter hate-motivated behaviour or harassment.

### **3. Definitions of harassment and hate crime**

3.1 Harassment is defined as: 'Behaviour by individuals or groups who intend to annoy, attack, badger, bait, disturb, hassle, hound, irritate, persecute, plague, torment, trouble or pester other individuals or groups'.

3.2 In this document the definition of racial harassment applied in the Stephen Lawrence case will be adopted: 'Any incident which is perceived to be racist by the victim or any other person'.

3.3 An incident which is perceived to be racist by the victim will be treated as a racist incident.

3.4 Harassment against minority groups and/or individuals often occurs without witnesses being identified or coming forward. The absence of witnesses will not determine whether or not the matter is investigated or taken seriously.

3.5 Examples of harassment and hate-motivated acts against minority communities or individuals belonging to such groups include but are not limited to:

- Physical assault (spitting, unprotected physical assault including actual bodily harm and grievous bodily harm);
- Damage to property (including breaking windows, doors, fences and vandalising cars or other properties);
- Hate-based graffiti (including writing slogans against the victims group i.e. lesbians within or near the victim's home);
- Arson or attempted arson (for example when rags, paper, rubbish or any other material has been set alight and pushed through the victims letterbox); and
- Verbal abuse, threatening or abusive hate motivated behaviour, letters, emails, social media platforms, telephone calls or dumping of rubbish etc., in the victim's place of residence.

### **4. Implementation**

4.1 We are committed to providing fair, consistent and professional services which meet the needs of the communities we work with.

4.2 Reports of hate and harassment to minority communities or groups will be treated with sensitivity; ensuring both victims and offenders are always treated with respect.

4.3 Victims of harassment or hate-motivated crime will be offered appropriate and continued support.

4.4 We do not tolerate acts of hate-motivated behaviour. This will help ensure effective action is taken against perpetrators of such conduct, to help prevent such incidents

recurring. In doing this the victim's views will always be considered.

- 4.5 Tenants and prospective tenants on housing lists are advised that harassment and hate-motivated behaviour against individuals, groups or distinctive communities are not tolerated. Action will be taken as soon as we are aware of incidents occurring.

## **5. Partnership working**

- 5.1 We recognise it will not always be possible or appropriate for FHG colleagues to become involved in every situation. For instance, incidents could be caused by groups or individuals that do not live in FHG properties. The active involvement of the Police, other landlords and agencies that may be in a position to take action against the perpetrators of the harassment will therefore be sought.
- 5.2 In certain circumstances, e.g. environmental health issues, other agencies have statutory powers that give them the power to take action either independently or in collaboration with other organisations.
- 5.3 Effective working relationships with colleagues in other agencies that could potentially become involved in tackling problems of harassment or hate crime will therefore be developed.
- 5.4 Partnership working will include but is not limited to: the Fife Community Safety Support Service, the Police, Social Services, Community Support Groups and Environmental Health.

## **6. Organisational culture**

- 6.1 We promote an organisational culture geared to:
- Eliminating all forms of hate, harassment and unlawful discrimination;
  - Promoting equality of opportunity and good relations between persons of different minority groups, especially ethnic minority groups by;
  - Developing and implementing policies and procedures that encourage and reinforce such a culture; and
  - Providing appropriate training to relevant colleagues to enable them to respond effectively when reports of hate crime or harassment are received.

## **7. Preventative design measures**

- 7.1 We seek to minimise some of the effects of hate crime and harassment through the use of appropriate building design and construction.
- 7.2 All new build activities are required to achieve "Secured by Design" accreditation. This includes the provision of:
- Adequate sound insulation within and between properties;
  - Secure external doors, and windows;
  - Controlled entry systems to flats; and
  - Appropriate fencing and lighting in communal areas.
- 7.3 Where we own a proportion of properties in a block, the following measures will

be put in place:

- When upgrading, seek to provide adequate sound insulation within and between properties;
- To provide secure external doors and windows;
- To ensure the effective operation of controlled entry systems;
- To provide appropriate fencing or lighting in communal areas; and
- To maintain effective security of empty properties.

## **8. Engagement**

- 8.1 Under the terms of the Housing (Scotland) Act 2001, we are required to consult with tenants on important matters that relate to them.
- 8.2 We will, therefore, seek to involve tenants in the development of strategies and procedures adopted to counter hate crime or harassment.
- 8.3 This includes publicising information regarding our position on harassment and hate crime and where appropriate, holding meetings with tenants to address particular situations.

## **9. Information**

- 9.1 We seek to ensure applicants and tenants understand our views on tackling hate crime or harassment and the implications of causing such problems. This is achieved by providing information in the following ways:
- Allocations Policy (including transfers): This document makes it clear that additional points will be allocated where an applicant, or member of their household, is suffering violence or harassment associated with their current housing situation. Confirmation of the hate crime or harassment will be required from other agencies such as the Police and Social Services.
  - Tenancy Agreement: The Tenancy Agreement includes specific sections on the responsibility of tenants in regards to harassment. It also details the implications of breaching any of the conditions specified.
  - Tenant Handbook and information leaflets: FHG re-emphasises the conditions of the Tenancy Agreement in both the Tenant Handbook and information leaflets issued at the start of the tenancy.
  - These documents summarise the legal steps that can be taken against a tenant in the event that a case of hate crime or harassment is established. The Tenant's Handbook states that FHG will take every possible measure to support victims of harassment and it will take action against identified perpetrators.
  - General: The written information will be supplemented by additional explanation and emphasis by housing colleagues at the time of signing the Tenancy Agreement.
- 9.2 If required, we will make arrangements for any information or our leaflet on harassment to be made available on request in other languages and other forms (e.g. Braille and audio).

## **10. Complaints**

- 10.1 FHG responds to complaints regarding hate crime or harassment speedily and sympathetically. This is essential to:
- Demonstrate to the complainant that we are committed to their safety and security; and
  - Demonstrate to the perpetrator(s) that harassment will not be tolerated.
- 10.2 Anonymous reports from third parties will be recorded on FHG's CRM system, however this type of report will not normally be followed-up, especially when no other complaints about a specific situation are being investigated.
- 10.3 If a complaint is to be investigated or followed up, the complainant will be involved at all stages. Their agreement will be obtained before any approaches are made to those alleged to be causing the problem, or to other agencies, neighbours etc. It will also be made clear to the complainant that their co-operation and the input from witnesses may be required if the situation is to be dealt with successfully.
- 10.4 At all stages in the investigation of a complaint about hate crime or harassment, colleagues involved will ensure detailed reports of visits, meetings, interviews etc., are produced.
- 10.5 Where the perpetrator(s) is clearly identified as an FHG tenant they will be interviewed by an FHG colleague. The purpose of the interview will be to record their version of events and, if applicable, seek to ensure that further incidents do not occur.

## **11. Actions to be considered by FHG colleagues:**

- Referral to a Victim Support Group;
- Provision of advice on options and reach agreement on any actions to be taken;
- Provision of advice on any action the Police may take and refer, if appropriate, to the Police with the victim's consent;
- Provision of emergency contact points including relevant telephone numbers;
- Treating damage that compromises the security of the property, such as a badly damaged door or a broken window, as an emergency repair;
- Ensuring personally-offensive or hate graffiti is removed within one working day;
- Colleagues will pay particular attention to any complaints made or problems arising where victims live;
- The granting of additional discretionary transfer points in more severe cases; and
- In more serious cases with a real risk of further violence, providing advice and assistance about temporary or permanent rehousing.

## **12. Action to be considered by other agencies**

- 12.1 Provide advice on support available and make referrals where appropriate;
- 12.2 Provide advice on the effectiveness of existing or potential home security

measures. This particularly relates to police colleagues directly involved in the provision of 'Safer Neighbourhoods'; and

- 12.3 Provide advice regarding the range of legal instruments available to resolve hate crime or harassment problems, including obtaining an interim interdict to prevent further contact by the person(s) causing the violence or damage.

### **13. Monitoring and reporting**

- 13.1 FHG has a computerised database where incidences of hate crime or harassment are collated.
- 13.2 This information will form part of the Performance Dashboard and as such, will be reported on a quarterly basis to the Business Leadership Team.

### **14. Responsibility**

- 14.1 All employees involved with cases of hate crime or harassment have a responsibility to ensure cases are dealt with effectively, sensitively and efficiently.



## **Section F: Leases**

### **1. Introduction**

- 1.1 This section clearly defines the circumstances in which we lease properties and it highlights the organisations we lease to.
- 1.2 We aim to contribute to meeting the needs of the wider community by making properties available to organisations, including Fife Council that works with people with support needs.
- 1.3 Where leasing is considered to be the most appropriate option the Board delegates authority to Housing team colleagues to sign agreements on its behalf.
- 1.4 We only lease properties to third parties in exceptional circumstances. Our aim is to provide the most secure form of tenancy compatible with the purpose of the housing.
- 1.5 When a property is leased, we will ensure the most appropriate form of lease is used. Normally this will be a model lease for organisations
- 1.6 When we need to introduce a variation on an existing model tenancy or occupancy agreement, legal advice will be sought to ensure the security of tenure is maximised for the individuals concerned. This may arise because of the design of the accommodation or the nature of the client group.

### **2. Meeting the needs of our client groups**

- 2.1 We lease properties to support agencies and Fife Council for use as temporary accommodation.
- 2.2 Properties may also be leased to support agencies where it is deemed to be appropriate due to support needs of the client group being housed and the nature of the support being provided.
- 2.3 We will assess the suitability of agencies to become lessees. This is essential to safeguard our properties and the people living in them. In determining an agency's suitability we will consider its track record including its financial position (consideration of financial viability is relaxed in the case of Fife Council).
- 2.4 The Leases Policy aims to provide:
  - Fair, transparent and open access to FHG properties; and
  - To be responsive to people's individual support needs.
- 2.5 We will therefore ensure:
  - That appropriate selection and assessment criteria is used by the lessee when allocating properties;
  - That equal access to appropriate property types and locations across the range of our stock is given to lessees;
  - That properties made available for leasing are not confined to one particular area or to less desirable stock; and

- Clients with disabilities are not excluded for properties because of their disabilities and that consideration is given to adapting properties to suit.

2.6 Funding assistance from other appropriate agencies would need to be confirmed before an allocation was confirmed.

### **3. Audit trail**

3.1 A clear audit trail will be shown on FHG's CRM system showing that we have:

- Examined all other available options in deciding that leasing is the most appropriate arrangement;
- Ensured that the lessee was granted the most secure form of tenure compatible with the purpose of the housing;
- Demonstrated good reasons for departing from the terms of any model agreements. This would apply where:
  - ✓ The lease is for longer than three years;
  - ✓ The most appropriate model lease is not used;
  - ✓ A model is used but some clauses are omitted or amended;
  - ✓ The appropriate model occupancy or tenancy agreement is not used; or
  - ✓ Risks have been managed to cover costs and steps have been taken to ensure sustainability where it is a commercial lease.

### **4. Review**

4.1 The management of leased properties to support agencies or Fife Council will be reviewed regularly. Liaison meetings will be held every six months or more often if appropriate for this purpose.

## **Section G: Short Scottish Secure Tenancies**

### **1. Introduction**

- 1.1 The Housing (Scotland) Act 2014 introduced new provisions covering the allocation of social housing and the granting of Short Scottish Secure Tenancies (SSSTs). This guidance has been developed with the help of tenants, landlords and other stakeholders and will help landlords to use the new provisions that relate to allocation of tenancies to homeowners, should they choose to do so.
- 1.2 It is intended that the Short Scottish Secure Tenancy will be used infrequently and in very particular circumstances as detailed in the Housing (Scotland) Act 2001. The majority of tenants will be offered a full Scottish Secure Tenancy.

### **2. Creating Short Scottish Secure Tenancies**

- 2.1 We will only grant Short Scottish Secure Tenancies in specific circumstances. These circumstances are outlined below:
  - Where a tenant has had an order for repossession made against them in the UK on the grounds of anti-social or similar behaviour in the previous three years;
  - Where a tenant or member of household is subject to an Anti-Social Behaviour Order;
  - Where a temporary let has been set up pending redevelopment or refurbishment of a tenants' principal home;
  - Where a temporary let has been made to a person requiring housing support services; or
  - Where we have leased a property and the terms of the lease provide subletting under a Scottish Secure Tenancy.
- 2.2 Unless the let falls into one of the above categories a Short Scottish Secure Tenancy will not be granted. The prospective tenant has the right to appeal to the Sheriff against being offered a Short Scottish Secure Tenancy instead of the full Scottish Secure Tenancy.
- 2.3 A Scottish Secure Tenancy will convert into a Short Scottish Secure Tenancy where we have served a notice on the tenant to the effect that the tenant is subject to an Anti- Social Behaviour Order.
- 2.4 The other conditions that apply to the creation of a Short Scottish Secure Tenancy are as follows:
  - The tenancy is for a fixed term of at least six months. There is no maximum period.
  - We have served a statutory notice on the prospective tenant advising it is a Short Scottish Secure Tenancy before the creation of the tenancy (i.e. prior to signing the tenancy agreement). The form of the notice will be fixed by statutory instrument.
  - The requirements for the creation of a Short Scottish Secure Tenancy must be met.

### **3. Short Scottish Secure Tenancies for homeowners**

- 3.1 The 2014 Act gives us the flexibility to give a homeowner with short-term housing needs a temporary tenancy. This is to allow homeowners time to make arrangements in respect of the heritable property they own that will allow, within a foreseeable timescale, the person's housing needs to be met.
- 3.2 This could cover a wide range of circumstances such as allowing the homeowner to:
- Access their own home once the period for which it has been rented out has come to an end;
  - Sell their property and secure alternative accommodation that meets their needs;
  - Make the necessary arrangements for building on, extending or installing adaptations to the property; or
  - Carry out repairs needed to make the property habitable.
- 3.3 In deciding whether to allocate a property using a short SST for homeowners, we will consider all the circumstances of the individual case and aim to ensure the most effective use of the social housing available.
- 3.4 Allocation of a property using a short SST for homeowners would not be appropriate where the need for social housing is permanent or long-term and where social housing is the most suitable housing option, given the circumstances of the household.

### **4. Exclusions**

- 4.1 There are a number of specific circumstances where we are prevented from taking account of the ownership or value of heritable property owned by the applicant or by a person who lives with or who it is proposed will live with the applicant. These circumstances are:
- Where the property has not been let and the owner cannot secure entry to the property. This could, for example, be where it is not safe to enter the property due to severe structural faults or where there are squatters living in the property;
  - Where it is probable that occupying the property will lead to abuse from someone currently living in the property;
  - Where it is probable that occupying the property will lead to abuse from someone who previously resided with the applicant whether in that property or elsewhere; or
  - Where occupation of the property may endanger the health of the occupants and there are no reasonable steps that can be taken by the applicant to prevent that danger.
- 4.2 Where an applicant has a level of housing need that is permanent, long-term and where social housing is the most suitable housing option given the circumstances of the household, we should instead consider allocating the property using an SST.

## **5. Creating a Short SST for homeowners**

- 5.1 To create a short SST for a homeowner we must serve a notice on the prospective tenant under section 34(4) of the 2001 Act, which must:
- Be in the notice form prescribed in regulations by Scottish Ministers;
  - State that the tenancy is a short SST for a homeowner created under paragraph 7A of schedule 6 of the 2001 Act; and
  - Specify the term of the tenancy, which must be for at least six months in the first instance.
- 5.2 If an existing Scottish secure tenant, or someone who lives with them, becomes a property owner during the term of the tenancy, the tenancy cannot then be converted to a short SST for homeowners. This is because the ownership of, or value of, heritable property can only be considered when allocating a social housing property at the time the original allocation is made, and there is no basis to revisit the allocation of a secure tenancy. This information is held on FHG housing management system.
- 5.3 The ownership of, or value of, heritable property could however be considered in subsequent social housing allocation decisions, as long as our rules on taking property ownership into account in allocations provide for this.

## **6. Tenants' rights under the terms of Short Scottish Secure Tenancy**

- 6.1 The landlord must offer housing support services where a Short Scottish Secure Tenancy has been granted on an Anti-Social Behaviour Order ground or previous eviction ground.
- 6.2 It should be noted that:
- There is no express statutory right for the landlord or tenant to terminate the agreement before the end of the agreed term;
  - There is no provision for succession;
  - Security of tenure is limited;
  - Rights to assign, sublet etc. under a short SST are limited to the period of the short SST; and
  - Members of the tenant's household have no right to have notice served on them and have no right to be cited as parties to the action.

## **7. Extending the terms of a Short SST**

- 7.1 At the start of the tenancy we will set a date when the tenancy will be reviewed. The review will take place before the tenancy is due to end, at a point that allows sufficient time for the tenant to make alternative arrangements if the Short tenancy is not continued at the end of the term. When the tenancy is reviewed, we will consider whether an extension of the short SST is appropriate, or whether the tenant is now in a position to meet their own housing needs. If neither the tenant nor FHG have taken steps to end the tenancy before the end of the term, the tenancy will continue by:
- 7.2
- Tacit relocation (automatic renewal) for the same period and on the same terms (or for a year if that period is greater than a year) unless either we

or the tenant have taken steps to prevent tacit relocation from operating;  
or

- Express agreement where we and the tenant agree to the tenancy being continued for a period on the same or different terms. In such cases the tenancy continues to be a short SST and it can be for a period of less than six months.

7.3 A short SST for homeowners cannot be automatically converted to an SST when the original tenancy end date has passed. We may, however, consider:

- Giving the homeowner with the short SST an SST for the property they are currently occupying;
- Allocating a new SST for another property; or
- Taking action to recover the property let by short SST.

## **8. Procedures for the recovery of possession of a Short SST**

8.1 FHG can, at any time, use the procedures available under the full SST to recover possession of any property let under a short SST, for example in cases of non- payment of rent or antisocial behaviour.

8.2 To recover possession of the property after the specified term of the short SST has ended, all that is required is that the tenancy has come to an end and that we have served a notice of proceedings for recovery of possession on the tenant which must be in the Notice of Proceedings form prescribed by Scottish Ministers in regulations.

8.3 The notice must:

- State that the landlord requires possession of the house;
- State the reason why the landlord is seeking recovery of possession; and
- Specify a date, not earlier than two months from the date of service of the notice on or after which the landlord may raise proceedings for recovery of possession.

## **9. Appeals**

9.1 Applicants/tenants have a right of appeal to the courts if they are not satisfied with the type of tenancy or occupancy offered by us, for example, where a homeowner has been offered a short SST and believes they are entitled to an SST. We will, therefore, make applicants/tenants aware of this right when offering a short SST.

## **Section H: Creating joint tenancies**

### **1. Introduction**

- 1.1 In law a joint tenancy is a form of tenancy by two or more persons of the same property. The individuals, who are called joint tenants, share equal rights and responsibilities of the property.
- 1.2 The Housing (Scotland) Act 2001 states Scottish Secure tenants have a right to ask their landlord to create a joint tenancy. Amendments to this Act were subsequently introduced in the Housing (Scotland) Act 2014.
- 1.3 This section explains how we will deal with requests by tenants to create joint tenancies.

### **2. Aims**

- 2.1 To ensure requests are dealt with in a consistent manner and that there is clear information for tenants in respect of their rights.

### **3. Joint tenancies**

- 3.1 A Scottish Secure tenant has a statutory right to apply to FHG asking that another individual be included with the tenant, as joint tenants under the tenancy.
- 3.2 Before a tenant can have someone added to their tenancy agreement as a joint tenant they must apply to us for written permission to do so and get our written consent. The person the tenant wants to add as joint tenant, and any existing joint tenants, must apply in writing along with the tenant.
- 3.3 Section 12(1) of the 2014 Act stipulates:
  - The proposed joint tenant must have lived at the property as their only or principal home for the 12 months before the tenant applies for them to become a joint tenant (previously there was no qualifying period); and
  - The tenant, joint tenant or proposed joint tenant must have notified the landlord that the person they wish to become a joint tenant with is living in the house. The 12-month period does not start until we have been informed in writing that the person is living in the property as their only or principal home.
- 3.4 The 12-month period applies to anyone wanting to be a joint tenant including the tenant's spouse, civil partner or co-habiting partner.
- 3.5 We will set out clearly which methods of notification we will accept and who the notification should be made to. Where a child in the household reaches the age of 16 we will want to take a practical approach to the notification of this information. For example if they were part of the household when the house was allocated and/or it is their long-term and principal home, we will know who is living in the property and that should be considered as notification.
- 3.6 Where we are notified that someone has moved into the property, in line with

current practice, we will consider whether or not it is appropriate for that person to live in the house, for example, if this results in the property becoming overcrowded we may refuse permission for that person to remain there. The notification will also give us an opportunity to identify any other issues arising from the person's residency in the house such as support needs.

3.7 Consent must be given, unless there are reasonable grounds for not doing so.

3.8 In considering requests, we will always adhere to the terms of the Equalities Act 2010.

#### **4. Grounds for refusal**

4.1 Grounds for refusal include, but are not limited to:

- Where we have served a Notice of Proceedings seeking eviction on grounds of conduct;
- Where the property is not or will not become the applicant's only or principal home;
- Where the creation of a joint tenancy would lead to overcrowding (where the joint tenants do not co-habit); and
- Where an order is being sought or has been obtained for the tenant's eviction.

4.2 In every case, where it has not been possible to secure any information from the applicant(s), the request should be refused and returned within one month of the date of the application. The refusal should invite a new application along with the missing information. This facility is not to be used where any delay is due to internal factors.

4.3 A tenant has a right of appeal to the Sheriff. An appeal can also be submitted by writing to the Director of Housing detailing the grounds for making the appeal.

4.4 Any appeal must be made within six months of consent having been refused.

#### **5. Joint and several responsibility**

5.1 At the point of creating a joint tenancy both parties should be advised that they are both jointly and severally liable for ensuring all conditions of the tenancy are adhered to and for ensuring all tenancy related debts are paid.

5.2 Where the request has been agreed a minute of variation will be attached as an addendum to the Tenancy Agreement. At this point, the joint tenant's details will also be up-dated on our housing management system.

#### **6. Court orders**

6.1 The court may order that a tenancy be transferred exclusively to one of the parties of a joint tenancy.

6.2 This can also happen where a member of a household does not currently hold title to the property but the tenancy is transferred as part of divorce proceedings raised



under the terms of the Family Law (Scotland) Act 2006..

- 6.3 Where written confirmation from the court is obtained in the format of an Extract Decree the application should be processed as if the tenant(s) made a request directly.

## **Section I: Succession**

### **1. Introduction**

- 1.1 This section explains how we meet the requirements regarding succession stipulated in Section 22 and Schedule 3 of the Housing (Scotland) Act 2001, incorporating all amendments to this Act introduced by the Housing (Scotland) Act 2014.
- 1.2 The section clarifies the steps colleagues must follow where a tenant has died and there are others living in the house that may wish to succeed to the tenancy.
- 1.3 This will ensure that requests are dealt with in a consistent manner and that there is clear information for tenants in respect of their rights.
- 1.4 Colleagues will:
  - Advise appropriate parties where succession is applicable upon the death of a tenant;
  - Ensure that parties are advised appropriately where a second round of succession is applicable;
  - In each separate case of succession, ensure that the three levels of priority are considered; and
  - Ensure that statutory timescales are met in dealing with any request.

### **2. Summary**

- 2.1 Certain persons (qualified persons) have a right to succeed to a tenancy in the event of the death of a tenant. Section 22 and Schedule 3 of the Housing (Scotland) Act 2001 provides for three levels of priority in determining who should succeed to a tenancy. These provisions were subsequently amended by the Housing (Scotland) Act 2014.
- 2.2 These Acts place a limit on the number of occasions in which a tenancy may be succeeded to. In certain circumstances, succession requests may be declined where a house has been designed or substantially adapted for the use of persons with specific needs, provided suitable alternative accommodation can be provided.
- 2.3 New qualifying criteria introduced in the Housing (Scotland) Act 2014 will assist us to minimise disputes over succession rights and to make best use of our available housing stock.

### **3. Right to succeed to a tenancy**

- 3.1 Upon notification of the death of a tenant the housing officer and/or a member of the Operations Team should obtain a copy of the death certificate.
- 3.2 The housing officer will then endeavour to establish if there are qualifying persons and advise them of their rights.
- 3.3 Section 13 of the Housing (Scotland) Act 2014 amends schedule 3 to the Housing (Scotland) Act 2001. It introduces a new 12-month qualifying period and

notification requirement before certain categories of persons become 'qualified persons' and have the right to succeed to a Scottish secure tenancy on the death of the tenant.

- 3.4 A person falling within the following categories are qualified persons where the house has been their only or principal home throughout the 12 months ending in the tenant's death:
- Partners (cohabitants of either sex and including same sex cohabitants);
  - Members of the tenant's family aged 16 or over; and
  - Carers aged 16 or over who have given up a previous only or principal home.
- 3.5 Occasionally applicants try to take advantage of the succession criteria. In these cases it can often be difficult to differentiate between genuine qualifying people and those who have just moved into the house in order to take advantage of succession rights. The new qualifying period and notification requirements reduce these situations.
- 3.6 Under the 2014 Act, to have a right to succeed to a tenancy after living in the house for 12 months, the 'qualifying person' or the tenant must also have notified us in writing that the person wishing to succeed to the tenancy is living in the house and that the house is that person's only or principal home. The 12-month qualifying period does not start until that notice has been given. The tenant (or any one of joint tenants) or the person who has moved into the house are responsible for notifying us that the person has moved in.

#### **4. Applications to succeed**

- 4.1 While succession passes by law, we will normally require the person who wishes to succeed to the tenancy to apply for permission to do so and obtain our written consent. This requirement will be set out clearly in tenancy information issued to tenants. There are three levels of priority and these are detailed below:
- 4.1.1 **The first priority** – goes to the surviving spouse, co-habitee of either sex, provided the house has been their principal home for at least twelve months prior to the tenant's death;
- 4.1.2 **The second priority** – if no-one in 4.1.1 qualifies or chooses to succeed, this goes to other members of the tenant's family provided they are aged 16 and they have been resident in the property for at least 12 months prior to the tenant's death; and
- 4.1.3 **The third priority** – if nobody in 4.1.2 qualifies or chooses to succeed, succession goes to the carer who is providing, or who has provided care for the tenant or a member of the tenant's family. The carer must be aged 16 or over, have been resident in the property for at least 12 months prior to the tenant's death and have given up their previous or principal home, to be qualified to succeed.
- 4.2 Where a house has been designed or substantially adapted for the use of persons with specific needs then only spouses or co-habitees, same sex partners or persons with specific needs can succeed to that tenancy. Other persons who would otherwise be qualified to succeed have the right to alternative accommodation.

4.3 Where there are several qualifying persons, and/or a qualified person advises that they do not wish to succeed to the tenancy, the landlord will need to apply the rules about the order of succession rights and the rules about succession for properties designed or substantially adapted for the use of people with specific needs.

## **5. Exceptional circumstances**

5.1 When considering all applications for succession, at what will be a difficult time for applicants coping with bereavement, we will ensure that we do so sensitively and quickly. We will consider all the circumstances of the individual case and ensure that appropriate checks are made to determine whether the applicant meets the succession criteria.

5.2 Where an applicant does not have the right to succeed, we have no discretion to grant a succession of tenancy. We will, however, treat such cases with sensitivity. Depending on the individual circumstances there will sometimes be cases where we consider it appropriate to allocate a tenancy, for example the existing tenancy or the tenancy of another property, to the applicant. In these cases a new tenancy will be granted and it will not be a succession. By including an 'exceptional circumstances' clause in the allocations policy, we have the flexibility to allocate a tenancy where an individual does not have the right to succeed to the tenancy but we believe there to be circumstances that justify allocating them a tenancy.

## **6. Joint tenants**

6.1 Normally, the death of a tenant who had succeeded under a second round of successions would lead to the termination of the tenancy. However, in the case of joint tenancies, tenancies should not be terminated on the death of a joint tenant if the remaining tenant(s) continue to live in the house.

6.2 Where a person cannot succeed to the tenancy because the second round of successions has passed, that person can continue as a tenant for a period not exceeding six months but under a Short Scottish Secure Tenancy. This is to allow the person to find alternative accommodation or for us or another landlord to give consideration to the allocation of a new tenancy in the normal way.

6.3 If there is more than one qualified person in any level in the hierarchy of succession rights, the qualifying persons should come to an agreement about which one of them should succeed to the tenancy. Where they cannot agree, we will decide. This may require Board approval.

6.4 If a qualified person succeeds to the tenancy, it is as if there has been no lapse or break in the tenancy and that person is required to pay rent for the full period following from the death of the tenant. It should be noted they will not be responsible for paying any tenancy related debts that accrued prior to the tenants' death. If they decline the tenancy they must pay only in respect of any rental period during which they have occupied the house after the tenant's death.

## Section J: Death of a tenant

### 1. Introduction

- 1.1 The death of a tenant is a difficult and stressful event for relatives and colleagues. We will, therefore, take a courteous, sensitive and compassionate approach when dealing with such a situation.
- 1.2 This section explains how we will deal with a tenancy after a report is received that a tenant has died.

### 2. Right to succeed to a tenancy following a death

- 2.1 Certain persons (qualified persons) have a right to succeed to a tenancy in the event of the death of a tenant. This right, initially contained within Section 22 and Schedule 3 of the Housing (Scotland) Act 2001, was amended in Section 13 of the Housing (Scotland) Act 2014. This Act places a limit on the number of occasions in which a tenancy may be succeeded to. In certain circumstances, succession requests may be declined where a house has been designed or substantially adapted for use of persons with specific needs, provided suitable alternative accommodation can be provided.
- 2.2 Upon notification of the death of a tenant a copy of the death certificate should be obtained.
- 2.3 Any qualifying persons must be identified and advised of their succession rights. There are three levels of priority:
- **The first priority** – goes to the surviving spouse, co-habitee of either sex, provided the house has been their principal home for at least twelve months prior to the tenant's death;
  - **The second priority** – goes to other members of the tenant's family provided they are aged 16 or over and that the house was their only or principal home for the twelve months prior to the tenant's death; then
  - **The third priority** – goes to the carer who is providing, or who has provided care for the tenant or a member of the tenant's family. The carer must be aged 16 or over, the house was their only or principal home for the twelve months prior to the tenant's death and they must have given up their previous or principal home, to be qualified to succeed.
- 2.4 Where a house has been designed or substantially adapted for the use of persons with specific needs then only spouses or co-habitees, same sex partners, joint tenant's or persons with specific needs can succeed to that tenancy. Other persons who would otherwise be qualified to succeed have the right to alternative accommodation.
- 2.5 When a statutory succession takes place, the interest in the property passes by operation of law to the successor. No new tenancy is created. Instead, any existing aspects of the tenancy are passed on to the successor.
- 2.6 If there is no successor the tenancy does not automatically end but becomes a part of the deceased tenant's estate. It is advisable to arrange with the executor

of the estate to surrender the tenancy.

- 2.7 If there is no executor the tenancy will then be treated as terminated on the death of the tenant.
- 2.8 To avoid problems it is advisable at the post-allocation visit to get the names of two next-of-kin. This information should be checked periodically to ensure it is up-to-date.
- 2.9 Tenancy records should be amended immediately after the death of a tenant to ensure that no further correspondence is sent out. Tenancy records should show that a succession has taken place and be flagged as such.
- 2.10 Where there is a joint tenancy, tenancies should not be terminated on the death of a joint tenant if the remaining tenant continues to live in the house.
- 2.11 Where a person cannot succeed to the tenancy because the second round of successions has passed, that person can continue as a tenant for a period not exceeding six months but under a Short Scottish Secure Tenancy. This is to allow time for that person to find alternative accommodation or for us to give consideration to the allocation of a new tenancy through the Fife Housing Register.
- 2.12 If there is more than one qualified person in any level in the hierarchy of succession rights, the qualifying persons should come to an agreement about which one of them should succeed to the tenancy. Where they cannot agree, we will decide.
- 2.13 With a succession no action is required on the part of the successor or FHG as the succession will occur automatically. A note needs to be put on FHG housing management system.

### **3. Dealing with rent following the death of a tenant**

- 3.1 If a qualified person succeeds to a tenancy, it is as if there has been no lapse or break in the tenancy. That person is required to pay rent for the full period following the death of the tenant. If they decline the tenancy they must pay only in respect of any rental period during which they have occupied the house after the tenant's death.
- 3.2 Where there are any tenancy related debts, including rent arrears, a succeeding tenant will not become liable for paying these arrears.
- 3.3 Where no succession takes place and there is money in a tenant's estate the executor should be asked to pay the arrears from the estate.
- 3.4 Where there is no estate the arrears will be written off as a former tenant bad debt.

### **4. Housing Benefit (and Universal Credit)**

- 4.1 Arrears can accrue until the tenancy is ended but any entitlement to Housing Benefit and/or the housing element of Universal Credit ceases on the date of

death.

- 4.2 To act in a sensitive manner, we will terminate the tenancy on the date of death and an Executor Tenancy will be created from the date of death to the date of surrender of the keys, allowing reasonable time for the clearance of the property by the close relatives of the deceased.

## **5. Dealing with the household contents**

- 5.1 In situations where the deceased have neither a next-of-kin nor an executor, we will complete an inventory of all items in the property. If there are valuable items, a listed valuation will be done by a qualified and recognised valuer. Where there are articles of clothing that can be reused a colleague will try to arrange for those to go to a housing-linked charity such as Shelter.
- 5.2 If a property is left unsuitable for re-let, works orders will be instructed to bring the property up to our lettable standard, the works categorised as a recharge and will be recovered, if at all possible, from the estate.

## **Section K: Assignations**

### **1. Introduction**

- 1.1 The Housing (Scotland) Act 2014 ('the 2014 Act') introduces changes that will support social landlords to make best use of their available housing stock, while recognising the rights of tenants to pass on their tenancy with their landlord's consent.
- 1.2 The tenancy agreement sets out a requirement for tenants to inform their landlord of any change in circumstances, including if someone moves into their home.
- 1.3 A tenant may assign and give another person possession of the house where the house has been the assignees only or principal home in the twelve months ending with the date of the application for our consent to the assignation.
- 1.4 We publicise the qualifying criteria for assignation widely through the website, tenants' handbook and our newsletters so that tenants can get this information easily. This information can be provided in plain English, as well as in other formats and languages as required.
- 1.5 We make it clear to tenants that they have to notify us directly of any changes to their household, how this information should be provided and who the notification should be made to.

### **2. Approval conditions**

- 2.1 Before a tenant can assign their home to someone else they must apply in writing to us for written permission to do so and get our written consent.
- 2.2 We can refuse permission to assign a tenancy if it is reasonable for us to do so. Requests will be granted unless:
  - A notice has been served in regard to a breach of tenancy;
  - An order has been granted by the Court agreeing eviction;
  - Overcrowding or substantial under-occupation would arise;
  - We are proposing to carry out work to the house which might affect any person who would reside in it were the assignation to go ahead; and
  - There are tenancy related debts owed to us and an agreement has not been made for these outstanding debts to be cleared.
  - Information and evidence received on a tenancy reference deems the person to hold a tenancy.
- 2.3 Section 12(2) of the 2014 Act also makes the following changes:
  - The house must have been the tenant's only or principal home during the 12 months immediately before the tenant applies for written permission to pass their tenancy to someone else (previously there was no qualifying period); and
  - The person the tenant wishes to pass their tenancy to must have lived at the property as their only or principal home for the 12 months before they apply (previously the qualifying period was six months); and the tenant,



joint tenant or person they wish to assign their tenancy to must have notified the landlord that the person they wish to assign the tenancy to is living in the house. The 12-month period does not start unless the landlord has been notified that the person is living in the property as their only or principal home.

- 2.4 The Housing (Scotland) Act 2014 introduced two further grounds we can use to refuse an application for assignation and these are outlined below:
- Where we would not give the person the tenant wishes to pass the tenancy to reasonable preference under our allocations policy;
  - Where, in our opinion, the assignation would result in the home being under occupied.

### **3. Tenancy rights**

- 3.1 The tenancy agreement sets out a requirement for tenants to inform their landlord of any change in circumstances, including if someone moves into their home.
- 3.2 Through the assignation process, the assignee gives up all rights to the property.
- 3.3 Where an assignation request is granted a minute of variation will be attached as an addendum to the Tenancy Agreement. At this point, the assignees details will also be up-dated on our housing management system.

## **Section L: Mutual exchange**

### **1. Introduction**

- 1.1 Most housing associations and local authorities have procedures for tenants who wish to pursue housing options with other landlords without having to apply through the housing lists.
- 1.2 Such mutual exchanges take place where one tenant swaps property with another. This could be between two FHG tenants or between an FHG tenant and a local authority or other housing association tenant.
- 1.3 All secure tenants have the right to exchange as long as written permission from the housing organisations has been obtained, and have been a tenant for a 12 month period prior to date of application..
- 1.4 A decision whether or not to approve a mutual exchange will be issued in writing within 28 days of receiving the application. Applicants must have completed all applications from all landlords as required. Tenants, where the exchange has been approved, can still move after that 28-day period has elapsed. This complies with the Housing (Scotland) Act 2001.

### **2. Finding someone to exchange with**

- 2.1 There are a number of ways our tenants can identify tenants to exchange with. These include, but are not limited to:
  - Applying for a mutual exchange through Homeswap. This is a register of tenants who wish to swap their tenancies with tenants living in tenancies provided by other Registered Social Landlords.
  - Notices being put in local shops;
  - Notices being put in local newspapers;
  - Advertising their details with local authorities or other social landlords; and
  - Using social media to advertise their property.

### **3. Processing a mutual exchange**

- 3.1 Applications for a mutual exchange must be made by completing the relevant application forms for each landlord.
- 3.2 Tenants must not exchange properties without first receiving written permission from their landlord.
- 3.3 In processing exchanges, a number of checks will be carried out. These include carrying out home visits to ensure:
  - The accuracy of the details contained in the application form;
  - The reasons for requesting the exchange;
  - Ensuring there are no tenancy-related debts owed to either organisation;
  - There are no current court orders or breach of tenancy conditions held against either party wishing to exchange; and
  - There have been no unauthorised alterations made to the property.

- The tenant has caused damage and/or wilfully neglected the property.

3.4 Reports will be provided and obtained covering all aspects of the conduct of the tenancies. These reports will be used as a basis for deciding whether or not to approve an exchange.

#### **4. Grounds for refusal**

4.1 Whilst we will not unreasonably refuse an application to exchange, there are circumstances where this will be the case. These include, but are not limited to where:

- One or other tenant has an outstanding tenancy-related debt owed to their landlord;
- One or other party has legal action pending against them for anti-social behaviour or any other breaches of tenancy, including wilful neglect of the property;
- Our property has been subject to a major adaptation for disability access or limiting illness; and
- A property has been provided by us as part of a project or protocol with other agencies.

4.2 We also reserve the right:

- To refuse an application for a mutual exchange where previous instances of anti- social behaviour had taken place and legal action has lapsed or an action for a breach of a tenancy condition stopped short of issuing a notice of repossession; and
- To set aside the first ground above as a reason for refusal where our tenant is under-occupying a property and approving the exchange will facilitate the clearance of a tenancy-related debt.

4.3 The following statutory reasons for refusal also apply:

- A Notice of Proceedings for Recovery of Possession has been served on the tenant on any 'conduct grounds' set out in paragraphs 1 – 7 of Schedule 2 of The Housing (Scotland) Act 2001;
- A decree for eviction has been passed on either tenant;
- The exchange would lead to overcrowding;
- The property has been adapted for occupation by a person with particular specific needs and, if the exchange took place, there would no longer be a person with those needs occupying the home; and
- The house being moved into is substantially larger than that needed by the tenant or is not suitable for the needs of the family.

#### **5. House inspections**

5.1 Our tenants must allow access for a comprehensive inspection of the property before an exchange can proceed. These inspections are required to confirm:

- The condition of the property;
- The property meets our statutory responsibilities;
- The property is not in a dangerous condition; and
- The property meets our Re-let Standard.

5.2 If applicable, our tenant will be asked to carry out the following, and have any works/replacement items re-inspected and approved, before consent is given for the exchange to go ahead:

- Rectify any damage they have caused to the property; and/or
- Replace any standard items they have removed.

5.3 Consent is subject to the property being left in a safe condition.

5.4 Fixtures and fittings must not be altered after the final inspection is completed.

## **6. By-pass properties**

6.1 Properties still exist where major renovation works were not carried out under contract because the current tenant refused or was unable to provide access for reasons of infirmity.

6.2 For these properties, maintenance colleagues are authorised to approve the exchange, provided all other criteria are met and on the proviso that the required work is carried out within an agreed timeframe after the new tenant moves in.

## **7. Failure to complete necessary paperwork**

7.1 If one party does not complete the required exchange paperwork nor sign a new lease, we reserve the right to insist the parties return to their original properties.

## **8. Accepting the property as seen**

8.1 Mutual exchanges will only be approved where the properties have been inspected and it has been confirmed they meet our Re-let Standard.

8.2 In-coming tenants must accept the property they are moving into in the condition it is in. They will not be entitled to request the repair of an existing defect except where failure to repair would constitute a breach of our obligations as a landlord or a health and safety risk.

8.3 Future repairs will be dealt with in the same way as other tenants, with no restrictions regarding the length of tenancy.

8.4 It is unlikely that any complaint made at a later date about the condition of the property at the start of the tenancy will be upheld.

8.5 This does not remove or diminish our statutory responsibilities to ensure our properties are kept wind and water tight, fit for human habitation and meet the tolerable standard.

## **9. Moving home**

9.1 Once approval is given for an exchange to proceed, a mutually convenient date for moving will be agreed by all parties. This must be within two weeks of the approval being given.

- 9.2 If the moving date is to be later than two weeks after approval then a further electrical check will be required nearer the moving date and the outgoing tenant will be recharged for the cost of this second check.
- 9.3 Prior to the day of the move, an appointment will be made to sign a new tenancy agreement with the incoming tenant. This is required to make the exchange lawful.
- 9.4 Arrangements must be made for attics, sheds, cupboards etc., to be emptied.

## **10. Gas and electricity**

- 10.1 Gas safety checks must be organised by FHG and these must be carried out on the date the new tenant moves in to the property.
- 10.2 The gas safety check carried out is in addition to the annual check that is carried out on all FHG properties.
- 10.3 No exchange will ever be approved without a current gas safety check in place.
- 10.4 An electrical safety check will be carried out prior to any mutual exchange taking place. If the property fails the electrical check and it is identified that this is due to alterations or work carried out by the tenant then the exchange will be refused until the work is carried out by a reputable tradesman, the tenant provides an electrical certificate proving this and the work is paid for by the tenant.

## **11. Appeals**

- 11.1 Any applicant unhappy about an FHG decision relating to a mutual exchange must submit a written appeal to the Housing Manager within 28 days of receiving the decision.
- 11.2 The Housing Manager will review FHG's decision. If it is upheld, the applicant will be given written reasons for this. If there has been a procedural failure that justified reversing the original decision, the appeal will be upheld and the exchange approved.
- 11.3 If the applicant is still dissatisfied recourse can be sought through our Complaints Handling Procedure

## **Section M: Abandoned properties**

### **1. Introduction**

- 1.1 On occasion, tenants leave properties without providing notice to FHG.
- 1.2 This section details the steps we will take where we believe that a tenant has abandoned their home.

### **2. Guidance**

- 2.1 Before issuing an Abandonment Notice it is necessary that FHG is satisfied that the property is unoccupied and as far as can be determined the tenant does not intend to return to the property.
- 2.2 Neighbours should be approached to determine when the person was last seen or if they appear to be returning to the property for the collection of mail.
- 2.3 Call cards and letters should be issued to try to gain some contact.
- 2.4 Rent arrears should be monitored and procedures carried out as detailed in the Income Management Strategy.
- 2.5 Next-of-kin or family members should be approached.
- 2.6 It is important to find out if the tenant could be in prison or hospital.

### **3. Abandonment procedure**

- 3.1 If FHG are unable to determine the whereabouts of the tenant and is satisfied that the tenant cannot be contacted a FIRST NOTICE will be served on the property. This will state that we have reason to believe that the property is unoccupied and that the tenant does not intend to occupy it as their principal home. It asks the tenant to inform us in writing within four weeks of service of the notice if the tenant intends to occupy the property as their home.
- 3.2 The notice must be served delivering it to the property or leaving it at the tenant's last known address. This should be carried out either by two colleagues (or in extreme circumstances by Sheriff Officers).
- 3.3 If at the end of the four-week period (allow 28 days plus one day) FHG are satisfied that the tenant does not intend to occupy the property a SECOND NOTICE will then be served at the tenant's last known address, bringing the tenancy to an end.
- 3.4 At this point the locks to all the doors of the property will be changed and the property secured. Possession can be taken without any Court proceedings in this instance.
- 3.5 The first 28-day abandonment notice includes information that any goods in the property, if not collected, will be disposed of unless the value exceeds the cost of storing it plus any arrears owed to us in connection with the tenancy.

3.6 If the value of goods in the property warrants storing and the value exceeds the expected cost of storing it plus any arrears owed to us in connection with the tenancy, storage will be for a maximum of six months from the date of possession of the house. This ought to mean that storage is an issue in only a minority of the cases.

#### **4. Access to property**

4.1 The landlord, under contractual terms of the Scottish Secure Tenancy, has the right to force entry into a property in an emergency situation.

4.2 The landlord may also enter the property at any time for the purpose of securing the property and any fittings, fixtures or furniture against vandalism.

4.3 . If there is any doubt a Court Order should be sought before forcing entry and this should only take place with two colleagues in attendance.

4.4 Where there are potential dangers associated with entering the property, this should only occur with the Police in attendance.

#### **5. Tenant returns**

5.1 A tenant may make contact during the period of the abandonment notice, however FHG may still believe that they are not using the home as their principal home and have reasonable grounds to support this.

5.2 In such circumstances action should be taken under Section 16 of the Housing (Scotland) Act 2001, Ground 5: 'The tenant and the tenant's spouse or co-habitee, have been absent from the property for more than six months without good reason or have stopped living in it as their principal home'.

5.3 At the time of re-possession FHG must complete an inventory of any items of value found in the property. FHG must also make reasonable arrangements for the former tenant to collect any personal belongings found and store any unclaimed items for up to six months.

5.4 We are entitled to insist that all charges in respect of the property be paid before these personal belongings are returned to the former tenant. In the event that charges are unpaid, we can dispose of these personal belongings and apply any proceeds towards any costs incurred by FHG and any rent or service charge due but unpaid.

5.5 A register of dwellings that have been abandoned and listing any unclaimed items that have been found will be available from FHG. This is open for public inspection during normal office working hours.

5.6 A property will remain on the register for a period of five years from the repossession date.

#### **6. Tenant's recourse to Court**

6.1 A Scottish Secure tenant who is aggrieved by the termination of the tenancy by

the Landlord under Section 18 (2) of the Housing (Scotland) Act 2001 may raise proceedings by summary application within six months of the date of termination.

- 6.2 If it appears to the Sheriff that the landlord failed to comply with any provision of Section 18, the court may:
- Declare that the abandonment notice is of no effect; or
  - Direct the Landlord to make suitable accommodation available to the tenant.
- 6.3 On granting the above, the Court may make a further order in relation to the SST as it thinks fit. This situation could arise if the Sheriff believed we:
- Did not have reasonable grounds for concluding the property was unoccupied;
  - Did not have reasonable grounds for concluding the tenant did not intend occupying the property as their home; or
  - Was in error in finding that the tenant did not intend occupying the property as their home, and the tenant had reasonable cause, by reason of illness or otherwise, for failing to notify the landlord of the tenant's intentions to occupy it.

## **7. Abandonment by joint tenant**

- 7.1 If the remaining joint tenant is aware of the other joint tenant's current whereabouts then a covering letter with a 'Termination of Tenancy Form' should be sent requesting that they terminate their tenancy.
- 7.2 If there is no response to the letter requesting contact within seven days or the tenant's current whereabouts are unknown, then confirmation should be sought from the following:
- Known family members;
  - Outside agencies (Police or social work departments); and
  - Hospitals.
- 7.3 If FHG have been unable to establish the whereabouts of the joint tenant and is satisfied that the joint tenancy has been abandoned, a FIRST NOTICE will be served on the property. This notice will state:
- The landlord has reason to believe that the property is unoccupied by the joint tenant and that the tenant does not intend to occupy it as their home; and
  - The joint tenant should inform the landlord in writing within four weeks of service of the notice if the tenant intends to occupy the property as their home.
- 7.4 If it appears to us at the end of that period that the abandoning tenant does not intend to occupy the property, the abandoning tenant's interest in the tenancy will be brought to an end by the service of a SECOND NOTICE, which can be served immediately after the first notice four week period has ended – thus ensuring that the tenancy is terminated not earlier than eight weeks after the date of service of the second notice.

## **8. Serving a notice**



- 8.1 Notices will be served on the property and/or the tenant's last known address.
- 8.2 As well as a hand-delivered copy witnessed by two FHG colleagues; a copy will be sent by recorded delivery to the last known address. This complies with Section 40 of the Housing (Scotland) Act 2001.
- 8.3 If at the end of the eight weeks, FHG are satisfied that the tenant does not intend to occupy the property as their home, a SECOND NOTICE will be served at the tenant's last known address, bringing the abandoning tenant's interest in the tenancy to an end eight weeks after the date of service of the second notice.
- 8.4 A second notice will also be served on each of the joint tenants under the tenancy.

**9. Abandonment recourse to Court for a joint tenant**

- 9.1 A joint tenant under a Scottish Secure Tenancy who is aggrieved by termination of the tenancy by the Landlord under Section 20 (3) of the Housing (Scotland) Act 2001 may raise proceedings by summary application within eight weeks after the date of termination.
- 9.2 The Court will determine if the landlord has failed to comply with any provision of Section 20 in the Housing (Scotland) Act 2001. If the Court upholds an appeal, it can decide to re-instate the joint tenancy or direct the landlord to make another suitable property available to the tenant.
- 9.3 On granting the above the Court may make a further order in relation to the tenant's interest in the tenancy, as it thinks fit.

## **Section N: Decants**

### **1. Introduction**

- 1.1 This section sets out how we deal with tenant decants. This is where tenants are assisted to move to another property on a temporary basis to allow major repairs or improvement work to be carried out to their home.
- 1.2 This work may be part of a planned programme or the result of an emergency such as a fire or flood. In these situations, tenants are expected to return to their secure tenancy after the work has been completed and the property has been declared habitable.
- 1.3 Where the tenant has household insurance, they may be able to make a claim for the costs incurred and would pursue this themselves.

### **2. Land Compensation (Scotland) Act 1973**

- 2.1 There will be situations where it will be more reasonable for us to move tenants to compensate for the loss of their home under the Land Compensation (Scotland) Act 1973.
- 2.2 Under the terms of this Act, these tenants may be eligible for a statutory Disturbance Payment. In order to qualify for this payment, the move must be permanent; and it must be a consequence of one of the following events:
  - Compulsory acquisition of the property by a body with compulsory purchase powers; or
  - Demolition, improvement or closing order under the Housing (Scotland) Act 1987; or
  - The development of land acquired by an authority with compulsory purchase powers; or
  - Improvement or redevelopment by a Registered Social Landlord; or
  - Demolition of a dangerous building.
- 2.3 There is no maximum or minimum amount for a statutory Disturbance Payment. The Land Compensation (Scotland) Act 1973 states: 'the amount of a Disturbance Payment shall be equal to the reasonable expenses of the person entitled to the payment in removing from the land from which he is displaced'.
- 2.4 Where the displacement is from a property where structural modifications have been made to meet the needs of a disabled person (whether or not the person is entitled to the disturbance payment) then, if -
  - (a) a local authority under the terms of Section 12 of the Social Work (Scotland) Act 1968 [or section 23 of the Children (Scotland) Act 1995], provided assistance, or
  - (b) If a local authority would, if an application had been made, have provided assistance for making those modifications the amount of the disturbance payment shall include an amount equal to any reasonable expenses incurred by a person to meet a disabled person's particular needs.

### **3. Decant costs, consultation and communication**

- 3.1 No tenant should be disadvantaged as a result of being decanted. Where the move is instigated by us, we will undertake to pay all reasonable validated costs associated with decant moves, as detailed in Appendix 2. This is irrespective of any right that may exist to a Statutory Disturbance Payment where the proposed move is to be a permanent one.
- 3.2 Tenants will be individually consulted in order to identify their existing household needs and preferences for the decant accommodation and to agree the move details. It should however be noted that this may not be possible in an emergency or limited in an urgent situation.
- 3.3 Colleagues will continue to keep the tenant advised on the progress of work on their home (if they are to return) and the anticipated return date.
- 3.4 Details of a colleague contact will be provided to the tenant to allow the tenant to have a direct contact for information and advice relating to the repair or improvement and continued occupation of a temporary tenancy.
- 3.5 A decant will normally take priority over any other type of allocation or transfer.
- 3.6 A tenant who is decanted on a temporary basis will continue to be the secure tenant of their principal home and be responsible for paying the rent, service charge and other costs related to the principal property.

#### **4. Decant criteria**

- 4.1 A tenant may be offered a decant in any of the following situations:
  - The work is likely to take several days to complete, is extensive and likely to disrupt daily living; or
  - A tenant is considered vulnerable and not likely to cope with the disruption to daily living; or
  - The work needed means the property may be insecure during part or all of the work; or
  - The nature of the work could lead to health problems for the tenant, such as dust in the homes where a tenant may have asthma or emphysema; or
  - It is considered that the work required to a property would be carried out more efficiently, effectively and safely if the tenant was living elsewhere.
- 4.2 Where none of the above applies and the provision of temporary cooking and/or heating facilities will enable the tenant to remain in the property whilst the required work is completed, these will normally be provided.
- 4.3 In some circumstances, we may have to insist that a tenant is temporarily decanted to another property. The tenant will be encouraged to move but if this request is refused, legal action may be taken to enforce this.
- 4.4 Legal action may also be taken if a tenant refuses to return to their permanent accommodation.

#### **5. Decant accommodation**

- 5.1 If a tenant needs to be decanted, alternative accommodation that is considered to be reasonably suitable for the household affected will be identified. The following factors will be taken into account when considering whether or not the alternative accommodation is reasonably suitable for the affected household:
- Closeness to the place of work or education compared to the existing home;
  - Size of accommodation required by the tenant's current household;
  - Quality of accommodation offered compared to the current home; and
  - Any specific needs and requirements of the tenant and their household.
- 5.2 Tenants decanted on a temporary basis will be required to sign a legal agreement stating that they will return to their own home on completion of the repair work. This agreement must be signed before the move to the temporary (decant) accommodation takes place (although it is acknowledged that this may not always be possible in an emergency situation).
- 5.3 If a tenant is only likely to be rehoused (decanted) temporarily for a short period of time, or if the decant is the result of an emergency situation, temporary (decant) accommodation may be offered in the form of a bed and breakfast, hotel or other reasonably suitable accommodation. Tenant(s) should be made aware that not all temporary accommodation will allow pets.
- 5.4 It is acknowledged that some tenants may prefer to find their own temporary (decant) accommodation solution by staying with relatives or friends. In this situation, we will secure or store existing household contents and credit the rent account for the period the tenant is not in residence in their own home.

## **6. Decant arrangements**

- 6.1 We will pay any reasonable costs associated with these decant arrangements.
- 6.2 Appendix 2 provides examples of costs that the Association may pay in a decant situation. This list is neither exhaustive nor prescriptive and each request for re-imbursment will be considered on its merits.

## **7. Remaining in the decant property**

- 7.1 A tenant who has been decanted on a temporary basis and requests to stay on permanently in the decant property may be allowed to remain if:
- The tenant meets all of the transfer eligibility criteria and the decant property is not required as part of an on-going decant programme;
  - The decant property has not already been pre-allocated to another tenant or applicant or who cannot be allocated another property that equally suits their needs;
  - The tenant makes a request to remain in the decant property before the move takes place and before any work to their permanent home, relating to the specific needs of the tenant, has been agreed or instructed; or
  - The request may be approved if there is no financial loss to us as a result of the tenant not returning to their permanent home, but only if the move was not a temporary accommodation unit, i.e Church Street
- 7.2 Once a tenant has permission to remain in the decant property or where they have been moved into a decant property permanently, the tenant will enter into a

new Scottish Secure Tenancy agreement for the new accommodation.

**8. Decant arising as a result of a tenant's (or a member of their household or invited guest) proven or admitted actions**

8.1 We will distinguish between decants which are as a result of the proven or admitted action or omission by a tenant (and/or household or invited guests) and those which are not.

8.2 The following is not an exhaustive list and each case will be reviewed by the Housing Manager to ensure a fair approach is adopted based on all the evidence available and taking into account any mitigating circumstances, however the following examples may not lead to a decant as a result of the tenant (or a member of their household or invited guest)'s actions or the costs may be subject to recharge:

- Deliberate fire-raising;
- Fire due to negligence;
- Deliberate flooding;
- Flooding due to negligence;
- Deliberate property damage; and
- Property alterations, whether approved by us or not, which have caused damage necessitating decant.

8.3 Where information comes to light after a decant has been put into place and which proves the cause to be the tenant (or a member of their household or invited guest) then we reserve the right to make a recharge of costs incurred, subject to the above review by the Housing Manager.

## **Section O: Rent**

### **1. Introduction**

- 1.1 Rent is the main source of income for FHG. It is therefore essential arrears are kept to a minimum to ensure our financial viability.
- 1.2 As detailed in our Income Maximisation Strategy, we will aim to minimise the loss of rent by carrying out prompt and effective recovery action and this will be achieved by:
- Adopting a rigorous and proactive approach to arrears control based on the principles of early intervention and the provision of appropriate advice to tenants;
  - Maintaining a computerised arrears recovery system that is both effective and efficient;
  - Working to recover arrears with the co-operation of the tenants;
  - Working with tenants to maximise their welfare benefits entitlement; and
  - Operating a sympathetic but firm arrears procedure which will maximise rental income.
- 1.3 Colleagues will:
- Work towards making realistic arrangements with tenants to pay off arrears;
  - Make and monitor arrangements to clear outstanding debts and take prompt action where payments are missed;
  - Institute legal proceedings for recovery of arrears where voluntary arrangements have failed and no other method of recovery is available;
  - Where appropriate, make referrals to and liaise with advice agencies that provide debt counselling services; and
  - Provide direct welfare benefits advice and refer tenants to specialist advice agencies to ensure welfare benefits entitlement is maximised.

### **2. Prevention of rent arrears**

- 2.1 Effective prevention of rent arrears begins at the point of initial let. New tenants will be made aware of their responsibilities, the effect of non-payment, the various welfare benefits to which they may be entitled and of our policy and procedure for rent arrears recovery.
- 2.2 Colleagues will advise new tenants of the various rent payment methods available and select the best option to suit their particular circumstances.
- 2.3 Rent accounts will be monitored regularly and tenants will be encouraged to contact us immediately they start experiencing difficulty paying their rent.
- 2.4 Colleagues will both provide general advice on welfare benefits and sign-post to specialist welfare benefits and money advice agencies where appropriate.
- 2.5 General money advice will be provided and liaison with agencies such as Frontline Fife and Citizens' Advice and Rights Fife will also be encouraged.
- 2.6 We will also ensure tenants are kept informed of any major changes in

welfare benefits rules e.g. through our newsletter.

### **3. Control of rent arrears**

- 3.1 Rent accounts will be monitored on a regular basis to identify arrears at an early stage, and where necessary, prompt action taken to contact tenants. This will enable colleagues to establish, from the beginning, if a tenant is having difficulty paying their rent.
- 3.2 The monthly rent is due on the first day of each month and rental payments should be received on or before that date.
- 3.3 Arrears will be pursued through a combination of methods including, but not limited to: sending letters, making telephone calls and carrying out home visits. Colleagues will seek to ensure tenants claim their maximum benefits entitlement. If other methods of rent payment are available to the tenant that would avoid arrears, these will also be considered.
- 3.4 All interviews/contact with tenants, whether conducted in the tenants home or in the office will be recorded on the computerised housing management system. If contact with the tenant is proving difficult and tenants fails to respond to written correspondence, arrangements will be made to carry out home visits out with normal office hours.
- 3.5 We will aim to obtain a clear picture of the tenant's circumstances and the reason for the arrears before initiating legal action.
- 3.6 Where tenants are unable to repay arrears in full, a reasonable repayment arrangement will be agreed. The minimum payment arrangement will generally be the rent charge plus a sum towards the arrear.
- 3.7 The consequences of not adhering to repayment arrangements will be stressed to tenants and they will be made aware that broken arrangements may result in legal proceedings.
- 3.8 Court action will be instructed when all other arrears control methods have failed.

### **4. Legal action**

- 4.1 The Housing (Scotland) Act 2001 requires a landlord to serve upon a tenant and any member of the tenant's household aged 16 years or over a 'notice of the intention to raise proceedings for possession' in the Sheriff Court to obtain a Court Order for repossession of their home.
- 4.2 This Notice of Proceedings must set out the grounds on which the landlord is seeking repossession and give particulars of the way in which the landlord believes that the grounds for repossession apply.
- 4.3 Also, we will ensure the prescribed conditions detailed in the Housing (Scotland) Act 2010, referred to as the "Pre-Action Requirements", are always met, prior to serving a Notice of Proceedings for Recovery of Possession on tenants for rent arrears.

4.4 Instigation of court proceedings will be at the discretion of the Engagement Manager and/or the Housing Manager. Where a court order for repossession has been obtained (Decree granted) and it is considered that eviction may be necessary, the case will be referred to the Business Leadership Team; seeking approval to carry out the eviction.

**5. Welfare benefits**

5.1 Colleagues will receive appropriate training to ensure they are up-to-date with welfare benefit legislation and other support mechanisms and agencies and that tenants receive relevant advice and information on the benefits and guidance available to them.

**6. Information technology**

6.1 We operate a computerised rent account and arrears monitoring information system. This will continue to be developed, enabling more effective tracking of arrears cases and better identification of trends.



## **Section P: Evictions**

### **1. Introduction**

- 1.1 This section sets out the circumstances in which a Scottish Secure Tenancy, Short Scottish Secure Tenancy, or any temporary tenancy agreement provided by us will end due to an eviction.
- 1.2 An eviction is defined as the recovery of accommodation, owned or managed by Fife Housing Group, by using the legal processes that are available.
- 1.3 Our rent arrears recovery procedures ensure that we prevent and alleviate homelessness by making sure that any recovery actions are proportionate to any breaches of tenancy conditions. It also supports our commitment to sustaining communities.

1.4 W

### **2. Issues**

- 2.1 FHG's role as a landlord may conflict with the local authority's statutory homelessness duties. We, therefore, clearly set out the processes that will be undertaken before an eviction can take place. By doing this, we aim to ensure:
- Evictions are only carried out after all other options have been exhausted and tenancy management remedies have proved to be ineffective;
  - Appropriate authorisation procedures are followed;
  - Up-to-date risk assessments are carried out prior to evictions; and
  - All evictions are carried out lawfully.

### **3. Objectives**

- 3.1 Our objectives with regard to evictions are as follows:
- To prevent homelessness occurring by exhausting all appropriate management remedies;
  - To provide early intervention in an attempt to prevent evictions;
  - To define the authorisation process for an eviction;
  - To deal with evictions in a consistent way;
  - To protect the wellbeing and interests of qualifying occupiers and other residents in the community; and
  - Where necessary, take appropriate action to protect our assets and income.

### **4. Principles**

- 4.1 The principles underpinning the processes we follow regarding evictions are as follows:
- To clearly explain to tenants the specific actions they must take to avoid eviction at each stage of the process;
  - To continue to actively promote joint working with partner organisations and external agencies;

- To ensure that detailed procedures and agreed practices are implemented consistently.
- To ensure that training is provided to ensure all colleagues are fully-equipped to carry out the roles expected of them; and
- To ensure all communications are in 'plain language' (or in an alternative communication format as requested previously by the tenant) and will make clear who the appropriate colleagues are to provide advice and assistance.

## **5. Legal framework**

5.1 The decision to grant Decrees for Recovery of Possession can only be made by a Sheriff in a Court of Law.

5.2 This can only happen where we have adhered to the prescribed legal processes, including serving a valid statutory notice of proceedings on the tenant and all qualifying occupier; ensuring that the Pre-Action Requirements prescribed in the Housing (Scotland) Act 2010 are met.

5.3 The grounds for eviction are contained within Part 1, Schedule 2 of the Housing (Scotland) Act 2001. In satisfying itself that it is reasonable to make the order for repossession, the court must have regard to:

- The nature, frequency and duration of the conduct;
- The extent to which the conduct was the responsibility of persons other than the tenant. This can include for example, where delays in the payment of housing benefit or Universal Credit Housing Cost Element have led to rent arrears and are primarily the responsibility of the local authority;
- The effect the conduct has had on neighbours and people other than the tenant; and
- Any alternative actions taken by the landlord, before seeking possession, to bring about an end to the conduct of the person in question.

5.4 FHG ensures its policies and procedures meet all legislative and good practice requirements with regard to evictions. In particular, we comply with the terms of: the Housing (Scotland) Act 2001, the Anti-social Behaviour etc. (Scotland) Act 2004, the Homelessness etc. (Scotland) Act 2003, the Housing (Scotland) Act 2010 and the Equalities Act 2010.

5.5 We will ensure that no personal data relating to an eviction is passed to a third party in breach of the Data Protection Act 1998 or the General Data Protection Regulations (GDPR). This will include information given to qualifying occupiers and locally elected members.

## **6. Tenant's responsibilities**

6.1 The term 'tenant' refers to sole and any joint tenants.

6.2 If two or more people have signed a Tenancy Agreement they are jointly and severally liable for ensuring that the tenancy conditions are adhered to. This Includes: ensuring the actions of those living in, or visiting their homes also comply with this Agreement.

- 6.3 Tenants have an obligation to pay their rent monthly in advance, on or before the first day of each rental period. Failure to do this may lead, after other management options have been exhausted, for an action to be raised in Court for recovery of possession.
- 6.4 Tenants are required to comply with the tenancy conditions as set out in their lease.
- 6.5 Tenants have a responsibility to ensure they, and the people living with them, or visiting them, have respect for others.

## **7. Landlord's responsibilities**

- 7.1 Fife Housing Association and Yourplace as the landlords within FHG have a duty to all tenants and to a degree the wider community, to ensure they are able to live in an environment that is attractive, well-maintained and safe and secure. This includes taking appropriate action against those living in, or visiting, FHA or Yourplace tenancies when the behaviour of the person threatens to disrupt the neighbourhood and put the safety and security of other tenants and residents at risk.
- 7.2 At the start of a tenancy, we make every effort to ensure tenants are informed of all the responsibilities and activities associated with maintaining a tenancy. Tenants will be encouraged to take appropriate action to prevent placing their tenancy at risk.
- 7.3 Tenants will be advised of the consequences of failing to adhere to the tenancy agreement. This will include any action that may be taken by us to remedy a situation.
- 7.4 Where appropriate, tenants will be offered support and assistance to ensure their tenancy is maintained successfully.
- 7.5 Where enforcement action is taken, this will:
- Be proportionate to the breach of tenancy conditions;
  - Be accompanied by a clear statement of what action the tenant must take to resolve the issue; and
  - Be escalated through a process that can ultimately end in eviction.
- 7.6 Fife Housing Association and Yourplace will ensure they follow the correct legal procedure when seeking a Decree to evict. This will include serving tenants and qualifying occupiers with the correct legal notice, this may be a Notice of Proceedings for recovery of possession for a social tenant or a Notice to Quit and/or Notice to Leave for private tenants.
- 7.7 We will write to social tenants prior to serving them with a Notice of Proceedings. This will also advise them of the legal requirement placed on the landlord to serve a Notice of Proceedings on qualifying occupiers. We are not required to serve any notice on anyone other than the tenant in a private let but we will ensure the appropriate Notice to Quit and Notice to Leave are relevant.

- 7.8 Repossession action will only be used as a last resort and only after all other management remedies have proved to be ineffective.
- 7.9 Where the Sheriff Court has granted a Decree for a social tenant, we will be entitled to recover possession at any time between the dates specified on the Decree, that an eviction can take place. Where the First Tier Tribunal has granted decree for a private tenancy we will follow their guidance on timescales for eviction.

## **8. Approval of the Business Leadership Team (BLT)**

- 8.1 Where a Decree for recovery of possession is granted, BLT approval must be obtained before an eviction can take place.
- 8.2 In rent arrears cases, where Decree has not previously been granted, the BLT decision is likely to be: 'Evict if the arrears are not cleared in full'.
- 8.3 In rent arrears cases, where Decree has previously been granted, the BLT decision is likely to be: "Evict even if the arrears are cleared in full".
- 8.4 Where applicable and after BLT approval for the eviction has been obtained, this action will be arranged as soon as it is practical to do so.
- 8.5 Fife Council's Homelessness team - and Social Services if there are children or other vulnerable people living in the property - will be written to advising them of the pending eviction and of the likelihood that this family will become homeless.

## **9 Preventative action**

- 9.1 We will ensure all reasonable steps are taken to remove the need for court action to recover possession of a property. This will include early, regular and sustained intervention when appropriate, to avoid the escalation of a situation.
- 9.2 We will follow an escalation policy based on preventative measures that is proportionate to the level of the situation.
- 9.3 Where we consider it reasonable to recover possession of a property, we will ensure all reasonable preventative measures have been taken to avoid eviction prior to this action being taken. For example signposting tenants to Frontline Fife or to Citizens' Advice and Rights Fife.
- 9.4 Where there is a risk of abuse, violence and/or danger to neighbours, colleagues or the person who is being evicted, we will act quickly and appropriately to ensure the risk is minimised.

## **10 Assessment, support and liaison with other agencies**

- 10.1 We will offer a detailed risk assessment to all tenants when it is identified that his/her tenancy is at risk.
- 10.2 During the assessment, the tenant's needs will be identified. Existing and

future sources of support will also be identified.

- 10.3 Where an external agency is providing support, full co-operation will be given by the Housing team to try to resolve the situation without the need for legal action to recover possession of a property. However, we retain the right to proceed with recovery action where the situation is not improving.

Where appropriate, the Housing team will work with Social Work and Community Care teams and other relevant agencies to sustain tenancies.

## **11 Adapted properties**

- 11.1 Section 15 of the Housing (Scotland) Act 2014 amends paragraphs 11 and 12 of schedule 2 to the Housing (Scotland) Act 2001. This allows us to recover possession of a property where no occupier requires the adaptation, and where the property is subsequently required for a person who needs the adaptation.
- 11.2 If we let an adapted property under a Scottish secure tenancy to a tenant who does not need the adaptations in the house we will at the outset set out clearly to the tenant that they would be expected to move to alternative suitable accommodation if someone later requires the adapted property. Where this happens we will work constructively with the existing tenant to secure an appropriate move for them on a voluntary basis.
- 11.3 Where the existing tenant refuses to move voluntarily we may seek repossession of the property in the Sheriff Court. Where this happens any tenants affected by this provision would have to be offered suitable alternative accommodation before the court could grant an eviction order.
- 11.4 Suitability of alternative accommodation is determined according to the Housing (Scotland) Act 2001. This sets out a number of criteria for determining whether the accommodation is likely to be reasonably suitable for the tenant and the tenant's family. Where the tenant does not accept the offer of alternative accommodation, the offer will still be deemed to be suitable unless the tenant can satisfy the court that it was reasonable to refuse it.

## **12 Recovery of possession of a Short SST**

- 12.1 We can, at any time, use the procedures available under the full SST to recover possession of any property let under a short SST, for example in cases of non- payment of rent or anti-social behaviour.
- 12.2 To recover possession of the property after the specified term of the short SST has ended, all that is required is that the tenancy has come to an end and that we have served a Notice of Proceedings for recovery of possession on the tenant which must be in the Notice of Proceedings form prescribed by Scottish Ministers in regulations.
- 12.3 The notice must:
- state that the landlord requires possession of the house;
  - state the reason why the landlord is seeking recovery of possession;

- specify a date, not earlier than two months from the date of service of the notice on or after which the landlord may raise proceedings for recovery of possession.

### **13 Carrying out an eviction**

- 13.1 An eviction cannot be carried out until:
- A Sheriff Court has granted an order for re-possession; and
  - BLT has given its approval for this action to be taken.
- 13.2 Sheriff Officers will send a letter to tenants to advise them of their date of eviction.
- 13.3 Sheriff Officers are authorised to carry out an eviction not FHG employees.
- 13.4 Evictions will be carried out following legal guidelines and in accordance with good practice.
- 13.5 Locks will be changed after each eviction and a detailed void inspection of the property, garden and any outbuildings made.
- 13.6 All tenants evicted will be recharged for the expenses we incur during and after the eviction.
- 13.7 Tenants who have been evicted will still be liable for all debts owed to us after their eviction takes place.

### **14 Performance monitoring**

- 14.1 FHG will monitor performance on evictions using the following performance indicators:
- The total number of evictions; and
  - The reason for the eviction, for example rent arrears, anti-social behaviour.
- 14.2 The above performance indicators will be reported to BLT on a quarterly basis through the Performance Dashboard

## **Section Q: Subletting**

### **1. Policy**

- 1.1 The Scottish Secure Tenancy permits tenants to sublet or otherwise give up to another person possession of a part of the house or take in a lodger.

### **2. Subletting**

- 2.1 Before a tenant can sublet all or part of their home they must apply in writing to us to obtain our written consent.
- 2.2 Section 12(2) of the 2014 Act makes the following conditions a prerequisite to subletting:
- The tenant must have been the tenant of the house throughout the 12 months immediately before they apply for written permission to sublet their home (previously there was no qualifying period); or
  - If they were not the tenant throughout that period, the house must have been their only or principal home during those 12 months; and the person who was the tenant at that time must have notified the landlord that the person who is now the tenant was living there. The 12-month period does not start until the landlord has been notified. An example of this could be where the tenant was not the tenant throughout the previous 12 months but has during this period succeeded to the tenancy and immediately wants to sublet it.
- 2.3 There are no residency conditions for the person that wants to live in the property as a sub-tenant.
- 2.4 We will accept notification by email or letter or through our website, by the tenant updating their household information on the website. Where a child in the household reaches the age of 16 we will want to take a practical approach to the notification of this information. For example if they were part of the household when the house was allocated and/or it is their long-term and principal home, we will know who is living in the property and that will be considered as notification.
- 2.5 Where we are notified that someone has moved into the property, in line with current practice, we will wish to consider whether it is appropriate for that person to live in the house. For example if this results in overcrowding we may refuse permission to remain in the property. The notification will also give us an opportunity to identify any other issues arising from the person's residency in the house, such as support needs.
- ### **3. Grounds for refusal**
- 3.1 In addition to the above, requests to sublet a property will be refused if:
- A notice has been served in regard to a breach of tenancy;
  - An order has been granted by the Court agreeing eviction;
  - Overcrowding or substantial under-occupation would arise;
  - We propose to carry out work to the house which might affect any person who would reside in it, were the sublet or taking in a lodger, to

- proceed; or
- Rent arrears exist on the account and an agreement has not been made for the outstanding balance to be cleared. All arrears require to be cleared before any sublet is approved.

## **Section R: Management of sex offenders and violent offenders**

### **1. Position statement**

- 1.1 We have a [Safeguarding Policy](#) in place. Any involvement which colleagues may have with sex offenders or violent offenders should be carried out with reference to this Policy.
- 1.2 The Management of Offenders etc. (Scotland) Act 2005 places a duty on us to establish joint arrangements for assessing and managing potential risk posed by sex offenders and violent offenders.
- 1.3 The Police and social work teams have the primary responsibility to deal with such situations under the Sex Offenders Act (1997).
- 1.4 Protocols are in place, through the Multi-Agency Public Protection Arrangements (MAPPA), that gives us authority to co-operate and share information with the Police and Fife Council's Social Work team, to minimise these risks.
- 1.5 The Scottish Government reviewed the National Accommodation Strategy for Sex Offenders in Scotland in September 2019 and can be found at <https://www.gov.scot/publications/national-accommodation-strategy-sex-offenders-scotland/>



## **Section S: Garage and Garage Plots**

### **1. Introduction**

- 1.1 We own and manage garages and garage plots in various locations throughout Fife. This section sets out our approach to ensuring that we make best use of these assets and that they are allocated and managed efficiently.

### **2. Aims and objectives**

- 2.1 This section has been designed to ensure the efficient and equitable letting of garages and garage plots by making best use of our available stock. It sets out the measures we will use to prevent or recover arrears fairly and to avoid, wherever possible, action to recover possession of garage and garage plots from the tenant. It also sets out procedures for recovering abandoned garages and abandoned garage plots.

- 2.2 The aims of this policy are to:

- Set out a transparent process for the allocation of garages and garage plots.
- Ensure that rents are collected in a timely and efficient manner.
- Ensure that garages and garage plots are maintained to a high standard.
- Encourage the take-up of garages and garage plots.
- Ensure that tenants comply with the terms and conditions of the tenancy agreements for garages and garage plots.

### **3. Legal frameworks**

- 3.1 The legislation in place that governs the management and maintenance of garages and garage plots are detailed below:
- The Sheriff Courts (Scotland) Act 1907 Section 38 governs the removal of property let to tenants for less than a year and requires 28 days' notice to be given before its removal
  - Debt Arrangement (Scotland) Regulations 2003
  - General Data Protection Regulations 2018.
  - Equality Act 2010

### **4. What is a garage/garage plot?**

- 4.1 A garage is a purpose built permanent garage structure. Garages are generally built in terraced blocks and concentrated on single sites.
- 4.2 A garage plot is a plot comprising a uniform sized hard surface plinth upon which a temporary garage may be built/ erected. There are usually a number of individual plots in each garage site.

- 4.3 Garages and garage plots built on sites are designed for parking a motor vehicle and can also provide suitable storage for ordinary domestic, household and garden items.
- 4.4 You are not permitted to carry out any business or trade of any description in or from the lock up or garage site.

## **5. Applying for a garage/garage plot**

- 5.1 We have a number of garages and garage plots in various locations across Fife that are available to let.
- 5.2 Anyone interested in renting a garage or a garage plot should contact us to be added to the relevant waiting list. Each applicant should provide:
- One proof of their residential address
  - One proof of their identification
- 5.3 Tenants and residents can apply for more than one garage or garage plot subject to availability.
- 5.4 If you currently rent your home from us and have arrears of rent then we will refuse your request for a garage or garage plot.

## **6. Letting a garage or plot**

- 6.1 FHG will maintain waiting lists for the garages and garage plots. We will allocate garages and garage plots to applicants in order of priority as follows:
- Disabled applicants (or where a member of the household is disabled) from any form of tenure who live in the area in which the garage or plot is situated.
  - FHG tenants who live in the area in which the garage or plot is situated.
  - Other residents (owner occupiers, private renters) who live in the area.
  - Other residents who live elsewhere.
  - The date of application will determine the applicant's position on the waiting list within each category.
- 6.2 We will carry out an annual review of our waiting lists.

## **7. Tenancy agreement and conditions of use:**

### **Garage**

- 7.1 Each applicant who is allocated a garage will be required to sign the Garage Tenancy Agreement thereby agreeing to the following conditions of use:
- The garage must be used for storing a motor vehicle and/or normal household goods and/or garden furniture and equipment;
  - The garage must not be used to store dangerous, volatile or flammable liquids such as petrol, diesel or bottled gas, other than petrol mower fuel which must be stored in a legal container as specified in the tenancy agreement;

- The garage must not be used for illegal or immoral purposes, such as storing stolen goods;
- The garage must not be used for any business or commercial purpose;
- The tenant must not do anything, or allow anything to be done, in the garage or vicinity which could reasonably cause nuisance or annoyance to other people, or which amounts to harassment of other people;
- The tenant must not make any structural alterations to the garage;
- FHG will be entitled to enter the garage at all reasonable times to inspect it and carry out any works considered necessary;
- The tenant must inform FHG if they change address.

## 8. Garage plots

8.1 Each applicant who is allocated a garage plot shall sign the Garage Plot Tenancy Agreement and, in addition to the conditions of use which are the same as for a garage, must also agree to erect a garage which meets the Local Authority standard specification.

## 9. Rents

9.1 Garage plot rents will be charged annually in advance. Garage rents will be charged monthly in advance.

9.2 Whilst FHG tenants who rent a garage are not required to pay VAT, all other residents will have to pay VAT on top of the rent.

VAT is not charged on garage plot rents.

9.3 Any changes to the rent for garage plots and garages will be applied annually on 1<sup>st</sup> April in accordance with our Rent and Service Charge Policy. **Table 1 – monthly rents for garages and annual rents for garage plots**

## 10. Arrears

10.1 FHG will manage garage and garage plots accounts efficiently and effectively and try to prevent or minimise arrears.

10.2 If a tenant's account falls into arrears, we will invoke Clause 1 of their tenancy agreement which says that arrears will constitute grounds for recovery of the tenancy. In the event that arrears arise and are not cleared, we will progress with recovery action which could result in the removal of the garage and goods contained within, all expenses incurred will be charged to the tenant.

## 11. Ending the tenancy

11.1 The tenancy may be ended in any one of the following ways:

- By the tenant, giving the relevant notice, this may be 28 days' or 3 month's dependant on the age of their garage lease.
- By written mutual agreement by the tenant and ourselves
- By the tenant's death
- By abandonment of the garage or garage plot
- By a court order authorising us to recover possession

Before ending the tenancy, the tenant must comply with the following requirements:

- Leave the garage clean and tidy
- Remove any contents from the garage
- Lock the door and hand the keys back to FHG on the agreed date
- Remove any unauthorised fixtures and fittings
- Reinststate to the original and put right any damage caused
- Pay any outstanding sums due
- Give a forwarding address

11.3 For a garage plot, the tenant must clear the temporary garage of its contents and dismantle and remove the structure completely. The plot should be cleared of debris.

## **12. Void inspections**

12.1 An FHG colleague will carry out an inspection of garages that become void within two working days following the keys being returned or the garage repossessed. If any costs for either clearing contents or repairs caused by negligence arise, we will recharge the tenant for these costs.

12.2 The purpose of the inspection is to:

- Make sure the garage has been cleared and is unoccupied
- Make arrangements to secure the garage if needed
- Assess any repairs required
- Assess any rechargeable repairs
- Arrange to clear the garage where needed and inform the outgoing tenant of the recharge

11.4 The Housing Officer will also check to ensure that a temporary garage has been removed from a plot at the end of the tenancy and, where appropriate, arrange for its removal and raise a rechargeable repair account.

## **12. Abandonment**

12.1 Housing Officers will try to contact tenants who have failed to give 28 days' notice or otherwise appear to have abandoned their garage or plot.

12.2 If we are unable to contact the tenant and/or are satisfied they have abandoned the garage or plot we will repossess it, take an inventory of any items stored in the garage, including any motor vehicles or other goods of value and dispose of any goods.

12.3 Any stored goods will be detailed on the offsite asset register and stored for a maximum of six months. If the goods have not been collected by the end of the six month period then the goods will be disposed of.

### **13. Succession, assignation and sub-letting**

13.1 Succession, assignation and sub-letting rights do not apply to garages or garage plots. If the tenant dies, the tenancy shall end and we will re-let the garage or plot unless 14.2 or 14.3 is relevant.

13.2 However, where there is a joint tenancy, the surviving tenant may continue to rent the garage or plot if he/she wants to do so.

13.3 If there is a surviving spouse who wishes to continue to make use of the garage/plot then they will be allowed to do so and a new tenancy agreement will be created.

### **14. Mutual exchange/transfer**

14.1 Tenants of garages can apply to carry out a mutual exchange with another garage tenant.

15.2 Existing tenants can also apply to transfer to another garage by requesting a transfer which would add their details back onto the waiting list.

### **15. Performance monitoring**

16.1 Whilst there are no statutory performance indicators for garages and garage plots, we will monitor the following areas:

- Void re-let times
- Void Rent Loss
- Difficult-to-let garages and plots
- Arrears
- Abandonments and lost contacts
- Waiting list demand

### **16. Publicity**

17.1 Information on garages and garage plots will be published on our website, on our social media pages, in local shops and centres, including any vacancies where there is low demand.

## **Section T: Overall policy requirements**

### **1. Roles and responsibilities**

- 1.1 The Board is responsible for approving this policy.
- 1.2 The Director of Housing has responsibility for submitting policy reviews when material changes are proposed or the review date below is reached.
- 1.3 The Director of Housing has responsibility for initiating and maintaining the supporting procedures.
- 1.4 The implementation of this combined policy together with the management and administration of the housing management service is delegated to the Director of Housing.

### **2. Confidentiality**

- 2.1 Under the terms of the Data Protection Act 2018, the General Data Protection Regulations (GDPR) and the Human Rights Act 1998, all personal and sensitive organisational information, however, received, is treated as confidential. This includes:
  - a. Anything of a personal nature that is not a matter of public record about a tenant, resident, client, applicant, colleague or Board member; or
  - b. Sensitive organisational information.

### **3. Right to appeal**

- 3.1 If permission is refused in respect of any of the above requirements within this combined Housing Policy, appeals in the first instance must be made in writing to the Housing Manager.
- 3.2 Appeals will be investigated and a written response provided within 10 working days.

### **4. Equality and diversity**

- 4.1 We recognise the needs of a diverse population and always acts within the scope of legislation and good practice, the Human Rights Act 1998 and the Equalities Act 2010.
- 4.2 We use customer-profiling data to ensure that it can tailor resources towards those tenants who require alternative or enhanced services.

### **5. Risk management**

- 5.1 Colleagues must follow our Health and Safety Policy and Lone Working Policy when managing any tenancy changes.
- 5.2 Our Safeguarding Policy is to be followed when working with sex offenders or all vulnerable persons.
- 5.3 Consideration must always be given by colleagues to the inherent risk, or potential risk of dealing with an issue and an assessment made of the likelihood of that risk, becoming a reality.
- 5.4 Should colleagues have any concern regarding the risk of any matter that they are dealing with, they should refer to their line manager for advice

## **6. Complaints**

- 6.1 All complaints will be dealt with in accordance with our Complaints Policy.
- 6.2 Copies of our Complaints Policy are downloadable from our website or will be provided on request.

## **7. Policy review**

- 7.1 The Housing Policy will be reviewed at least every three years or earlier if a material change requires this.





Issue	Actions and costs considered where the move is required by FHG due to property condition, damage or major works: <b>ALL COST ALLOWANCES ARE TO BE AGREED WITH THE TENANT PRIOR TO THE DECANT AND WILL BE SUPPORTED BY EVIDENCE AND WHERE THE DAMAGE IS PROVEN TO BE DUE TO THE NEGLIGENT OR WILFUL ACTION OF THE TENANT (OR THEIR HOUSEHOLD OR AN INVITED GUEST) THEN COSTS MAY BE SUBSEQUENTLY RECHARGED</b>	
	Temporary move	Permanent move
Home contents	FHG to arrange and finance a move with an approved removals contractor. The tenant is able with our prior agreement to arrange their own move and claim the agreed cost back from FHG; however we will only reimburse these costs where the tenant can demonstrate that the charge is based on an invoice from the supplier and that the charge is deemed by FHG to be reasonable. Payment will be made when the receipt is submitted.	
Storage of household goods	FHG to arrange for storage and pay the costs where storage is deemed to be essential. Where the tenant wishes to access the storage during the decant period any costs charged for access are solely the responsibility of the tenant.	Not applicable
Cooker, washing machine and dishwasher	Tenant to arrange and FHG will pay an approved contractor to carry out these works where required. If the tenant has a gas cooker, but there is no gas supply in the temporary decant property, the cooker may need to be stored and an electric cooker provided for the duration of the decant.	FHG to arrange and pay an approved contractor to carry out these works if required. If the tenant has a gas cooker, but there is no gas supply in the permanent decant property we will arrange for a gas supply (if feasible and there is already an existing supply to the property) or will contribute towards the cost of a replacement electric cooker taking into account depreciation of the gas cooker.
Telephone	FHG to arrange and pay the cost for a landline and internet (where they exist and are live) to be disconnected and reconnected. FHG will pay the supplier directly based on invoice provided.	
TV and satellite aerials	FHG will ensure there is a functioning TV aerial at the decant property. FHG will not reimburse for satellite subscription costs for either property during the decant period.	FHG will ensure there is a functioning TV aerial at the decant property. FHG may reimburse for the cost of relocation of a satellite dish where consent has previously been sought for installation at the previous property. No other costs relating to a satellite or digital contract will be reimbursed.
Other electrical appliances and major fitments	FHG may arrange and pay for electrical and other major fitments installed by the tenant to either be removed and stored, or to be made safe and left in place for the duration of the decant period.	FHG may arrange and pay for electrical and other major fitments to be re-installed at the 'new' property.
Adaptations	FHG can arrange to pay for the cost of any physical adaptations needed for the decant accommodation in order to enable the tenant to live there. This may include, where viable, moving existing adaptations from the tenant's current home.	
Décor	FHG will ensure that the decant property achieves the Letting Standard prior to the decant, whether temporary or permanent. Decoration allowances may be granted subject to décor.	
Garden sheds and greenhouses	Not applicable	If the tenant has previously obtained permission from FHG to put up a garden shed or greenhouse, FHG may reimburse the tenant for removal and reinstallation of shed.
Curtains	FHG expects existing curtains to be re-used within the 'new' property where possible. Referrals to Furniture Plus which can also supply curtains may also be made.	

Redirection of mail	FHG will pay for the cost of redirection of mail during the temporary decant where necessary.	FHG will pay for a six-month redirection of mail to the 'new' property.
Insurance	Tenants are expected to advise their home content insurers of their move. FHG has neither responsibility nor liability for any decanted furniture, furnishings or personal possessions either during the decanting process or when in residence at the 'new' property.	

Issue	<b>Actions and costs considered where the move is required by FHG due to property condition, damage or major works: ALL COST ALLOWANCES ARE TO BE AGREED WITH THE TENANT PRIOR TO THE DECANT AND WILL BE SUPPORTED BY EVIDENCE AND WHERE THE DAMAGE IS PROVEN TO BE DUE TO THE NEGLIGENT OR WILFUL ACTION OF THE TENANT (OR THEIR HOUSEHOLD OR AN INVITED GUEST) THEN COSTS MAY BE SUBSEQUENTLY RECHARGED</b>	
	Temporary move	Permanent move
Floor coverings	<p>Where necessary, FHG can make arrangements for the tenant's existing floor covering (excluding laminate flooring) to be taken up and stored or where this is not feasible meet reasonable costs incurred carpeting the decant accommodation or.</p> <p>The following scale will apply (it will be adjusted on a pro rata basis if carpet does not need to be replaced throughout the home):</p> <ul style="list-style-type: none"> <li>▪ One bedroom property - Up to a maximum of £350</li> <li>▪ Two bedroom property - Up to a maximum of £450</li> <li>▪ Three bedroom property Up to a maximum of £550</li> <li>▪ Four bedroom property - Up to a maximum of £650</li> </ul>	<p>FHG will assess the potential for relocation and reinstallation of the tenant's existing floor coverings (excluding laminate flooring) or where this is not feasible meet reasonable costs incurred carpeting the decant accommodation or.</p> <p>The following scale will apply (it will be adjusted on a pro rata basis if carpet does not need to be replaced throughout the home):</p> <ul style="list-style-type: none"> <li>▪ One bedroom property - Up to a maximum of £350</li> <li>▪ Two bedroom property - Up to a maximum of £450</li> <li>▪ Three bedroom property Up to a maximum of £550</li> <li>▪ Four bedroom property - Up to a maximum of £650</li> </ul>
Travel costs	<p>Where a tenant has to be decanted to temporary accommodation that is further away from work or education, FHA may consider paying reasonable additional travel expenses for the period of the decant subject to satisfactory proof of additional expense being provided.</p>	Not applicable
Electricity and gas supply	<p>FHG will arrange for meters to be read at both properties on the day of the move and write to Utilities companies advising that the tenant is moving to the decant property.</p> <p>The tenant will be responsible for paying the electricity and other utility bills for the decant accommodation.</p> <p>FHG will pay the standing charges for the tenant's home for the period that they are temporarily decanted.</p> <p>FHG will pay for the cost of heat, light and power used by contractors whilst working in the existing property.</p>	<p>FHG will arrange for meters to be read at both properties on the day of the move and write to Utilities companies advising that the tenant is moving to the decant property.</p> <p>The tenant will be responsible for paying the electricity and other utility bills for the decant accommodation.</p>
Council Tax	<p>FHG will advise Fife Council that the tenant has moved to temporary accommodation. The tenant will remain liable for the Council Tax payments on their own home unless this is agreed otherwise with the relevant Council.</p>	The tenant will advise Fife Council of their relocation.
Housing Benefit	<p>Where required, FHG will advise the Housing Benefit department that the tenant has been decanted but tenant is still responsible for paying the rent on their own home.</p> <p>FHA will also advise Housing Benefit when/if the tenant moves back to their own home.</p>	Where required, FHG will advise the Housing Benefit department that the tenant has been decanted and provide new property details.
Hotel or B&B accommodation	<p>Where FHG has placed the tenant(s) and their household in this accommodation the cost of the room(s) will be met by FHG. The tenant(s) are eligible to claim up to £10 per person per day to reflect the higher costs of meals provision.</p>	Not applicable

