



hebridean housing
partnership



► Estate Management Policy

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ESTATE MANAGEMENT POLICY

INTRODUCTION

- 1.1 We recognise that effective Estate Management is a vital part of our role as a landlord and that the delivery of Estate Management, often in conjunction with other agencies, will greatly assist in promoting and sustaining safe, secure and desirable communities.
- 1.2 Estate Management is defined as property and environmental management services designed to give tenants and residents quiet enjoyment of their homes in a safe, secure and decent environment. Effective Estate Management specifically includes maintaining the physical condition, cleanliness, and safety of the housing environment, in order to preserve its fabric, tackle anti-social behaviour, and promote community self-esteem.
- 1.3 The operational aspects of this policy relate to our responsibility to inspect and maintain, to a quality standard, common areas of its housing and the environment surrounding its housing and any other areas of land it owns. Where possible, this will be done in conjunction with tenants and residents in the local area. For tenants this means compliance with their tenancy obligations to keep in good order the immediate environment over and above their own individual property and it emphasises their duty to respect the needs, interests and wishes of the surrounding community.
- 1.4 In formulating and implementing this Policy the Partnership will ensure that it complies with its statutory obligations as set out in the Housing (Scotland) Act 2001. The Scottish Secure Tenancy Agreement is the formal document that stipulates the Partnership's and tenants' responsibilities and obligations in relation to the upkeep of their property and surrounding area.
- 1.5 We work with partner agencies to strive to meet our vision and to sustain and develop all the diverse communities throughout the Outer Hebrides by providing affordable and appropriate housing solutions.
- 1.6 The aims of the Estate Management Policy are to:
 - a) ensure that individuals are allocated a property that meets our defined lettable standards;
 - b) minimise the void days and rent loss on empty properties;
 - c) minimise the cost of void repairs;
 - d) monitor and report on void performance in order to highlight both successes and weaknesses making the maximum use of information technology;
 - e) comply with legal duties, regulatory requirements and good practice standards
 - f) enable tenants and their household to live in well managed and well maintained homes in an environment that is attractive, safe and secure, free from nuisance, annoyance, intimidation and harassment;
 - g) ensure that tenants are aware of, and accept, their responsibilities regarding the upkeep of their homes and the surrounding areas and to

- ensure any enforcement action is lawful, consistent with the tenancy agreement and in line with good practice;
 - h) ensure that tenants are aware of our commitment to and responsibility for good estate management via consultation and participation;
 - i) promote excellent partner working with appropriate external agencies, to develop and sustain community pride and safety and to make all our housing estates places where people want to live;
 - j) contribute to developing sustainable communities which are popular and well kept, in which void levels are low and anti-social behaviour and crime is kept to a minimum.
 - k) promote good relationships between the Partnership, its tenants and other residents; and
 - l) ensure that comprehensive procedures are in place to enable the Partnership to provide an efficient Estate Management service to tenants and residents.
- 1.7 We will meet all our legal requirements in terms of this policy and will comply in all aspects with the relevant legislation and regulations. Particularly relevant are the Housing (Scotland) Act 2001, Housing (Scotland) Act 2014 and Anti-social Behaviour (Scotland) Act 2004

DELIVERING THE POLICY

- 2.1 We recognise that everyone has a responsibility to report Estate Management issues when they are visiting our estates.
- 2.2 We have a range of procedures to deliver the strategic objectives of this policy. The principles underpinning this policy will be delivered by:
- a) a 5 year planned maintenance programme;
 - b) specific funding for estate management works and initiatives;
 - c) a range of audit and monitoring reports and performance criteria as agreed by the our Board;
 - d) regular planned inspections of housing estates and keeping accurate estate management records;
 - e) multi agency protocols and service agreements;
 - f) close working with tenants and tenants groups; and
 - g) informing tenants of the service standards they can expect and undertaking regular satisfaction surveys. To comply with legal duties, regulatory requirements and good practice standards;
 - h) to provide a clear statement of level of service and standards to which we will work;
 - i) we will implement detailed procedures to ensure that staff are equipped to carry out the roles expected of them;
 - j) that tenants and service users will be kept informed during the void management process; and
 - k) to communicate with tenants and services users in 'plain language'.
- 2.3 Tenancies will be allocated in line with our Allocations Policy.

GETTING OFF ON THE RIGHT FOOT

- 3.1 To ensure that each tenancy begins on a sound basis, new tenants will be fully advised on landlord and tenant rights and obligations, to ensure that they understand their own and our responsibilities.
- 3.2 Each tenant will be issued with our "Welcome to your Home" information pack which covers all aspects of being a tenant. This pack will include leaflets and information relevant to all aspects of their tenancy.
- 3.3 There will be a new tenant home visit within 6 weeks of the commencement of a tenancy by the Housing Officer to ensure that the tenant has settled in, that the tenancy conditions as set out in the Tenancy Agreement are being complied with, and that any relevant follow up action as a result of this visit is carried out.

PERMISSIONS

- 4.1 The Scottish Secure Tenancy Agreement sets out matters for which the tenant requires our written permission.
- 4.2 Where the Tenancy Agreement requires tenants to obtain our permission, requests must be made in writing and permission must be granted prior to proceeding.
- 4.3 Permission may be granted on certain conditions and will not be unreasonably withheld.
- 4.4 We may withdraw permission if the matter which it has given permission for causes a nuisance or annoyance to anyone in the neighbourhood, or if the tenant does not comply with the specified conditions.
- 4.5 If we refuse permission we will inform the tenant, in writing, of the reason(s) permission is refused. We will not refuse permission unreasonably.
- 4.6 If we do not reply to a permission request within one month of the date we receive it, permission will be deemed to have been granted. However, such deemed permission may be withdrawn if it has the effect of causing a nuisance or annoyance to anyone in the neighbourhood.
- 4.7 If a tenant wishes to challenge a decision or any conditions attached to their request, they have the right of appeal using our Complaints Procedure.

PETS

- 5.1 In line with the Scottish Secure Tenancy Agreement, tenants have the right to keep one pet. This permission applies to what is commonly considered to be a domestic pet and does not include any other animal.
- 5.2 A domestic pet is a household animal kept for companionship and a person's enjoyment and within the context of this policy would normally refer to a dog, cat, rabbit or budgerigar. Consent would not normally be required for fish kept in an aquarium, or a hamster/gerbil kept in a cage.
- 5.3 Specific permission is required to keep exotic or non-domestic animals or birds. and does not in any way alter our general right to refuse permission for other animals on reasonable grounds.

- 5.4 If a tenant wishes to keep more than one domestic pet they will be required to complete a "Request to Keep a Pet" application form. If permission is granted, they will receive our Code of Conduct leaflet in regards to keeping the pet.
- 5.5 Permission will require that the tenant must take:
- responsibility for the behaviour of the pet;
 - all reasonable steps to supervise and keep the pet(s) under control;
 - all reasonable steps to prevent the pet(s) causing nuisance, annoyance or danger to neighbours;
 - reasonable care to ensure that their pets do not foul or cause damage to the home, neighbour's property, anything belonging to us or anything we are responsible for, such as the common parts; and
 - responsibility for cleaning up their pet's faeces.
- 5.6 Failure to comply with the conditions set out in the Code of Conduct may result in the withdrawal of permission to keep the animal.

HOME IMPROVEMENTS

- 6.1 Tenants must apply for permission to carry out alterations or improvements to their home and must complete an application form detailing the alteration/improvement prior to carrying out the work.
- 6.2 Permission will not be granted to carry out any structural alterations to the property.
- 6.3 Future maintenance of the proposed alteration or improvement will be taken into account when determining approval.
- 6.4 If permission is granted, the improvement or alteration may be required to be undertaken by an approved contractor or qualified tradesperson. In the case of any gas or electrical works an appropriate gas or electrical certificate must be provided to us on completion of the work.
- 6.5 Tenants will be informed of their right to compensation for qualifying improvement work and of the regulations governing such arrangements.
- 6.6 If alterations or improvements are carried out without our permission, we may restore the property to its previous condition and charge the tenant for the cost of these works.
- 6.7 Improvements and alterations which may be approved include installing, replacing or fitting:
- a bath, shower, wash hand basin and toilet;
 - kitchen units and work tops;
 - loft/cavity wall/sound insulation;
 - double glazing, replacing external windows or fitting secondary glazing;
 - mechanical ventilation in bathrooms and kitchens;
 - laminate flooring;
 - a satellite dish (houses and 4-in-a-block flats);
 - a garage/garden shed;
 - a driveway; and
 - installing wood burning or multi fuel stoves

The above list is not exhaustive.

- 6.8 If any alterations or adaptations are required as a result of the tenant's changing needs, an assessment will be carried out by an Occupational Therapist and priority will be given based on needs assessed and funding available.

Right To Compensation For Improvements

- 7.1 Under the Housing (Scotland) Act 2001, Scottish Secure Tenants and Short Scottish Secure Tenants may be entitled to compensation from their landlord for improvements which they have made to their home. To qualify for compensation:
- a tenant must have had our written approval prior to carrying out the improvement; and
 - the tenancy must have ended.
- 7.2 A tenant may apply for compensation when they know the tenancy is coming to an end. Decoration and fitting of tiled or wooden laminate floor coverings does not qualify for compensation.
- 7.3 Compensation for improvements will not apply if the:
- property is bought under the Right to Buy Scheme;
 - property is being repossessed; or
 - tenant is transferring to another of our properties.
- 7.4 To qualify for compensation the tenant must have had our written permission to carry out the alteration or improvement, and make a claim in writing within the period starting 28 days before and ending 21 days after the tenancy comes to an end.
- 7.5 In assessing the claim, we will require:
- information on what improvements were made;
 - receipts to show the cost of the improvements; and
 - the date(s) the improvements were started and finished.
- 7.6 We will inspect the improvement works after the claim has been received to ensure that the works undertaken comply with the permission granted and are of an acceptable standard.
- 7.7 The compensation payment will be assessed under the rules governing the Right to Compensation.
- 7.8 We will reserve the right to deduct any money that the tenant owes us from the compensation payment.

REQUEST TO RUN A BUSINESS FROM HOME

- 8.1 Tenants may apply for permission to run a business from their home.
- 8.2 Tenants will be required to complete an application form providing full details of the nature of the business.
- 8.3 Tenants will be notified of any specific conditions we consider appropriate to their request and approval will be granted on acceptance of these conditions.
- 8.4 We will not give permission for any business activity which is likely to cause disturbance, annoyance or nuisance to neighbours.

- 8.5 Before granting approval, we will carry out a tenancy inspection to ensure that the tenant is fulfilling all their obligations as set out in the tenancy agreement, that their rent account is clear, and make relevant enquiries regarding their request.
- 8.6 We may withdraw permission if the business activity which it have given permission for causes a nuisance or annoyance to anyone in the neighbourhood, or if it does not comply with the required conditions as set out in the permission letter.

LODGERS

- 9.1 Scottish Secure Tenants may apply for permission to take in a lodger.
- 9.2 Tenants will be required to complete a Lodger Permission form and subject to meeting the relevant conditions, approval to take in a lodger will be granted. In taking a decision we will consider whether the amount of rent and other payments are reasonable.

SUB-LET OF TENANCY

- 10.1 The Scottish Secure Tenancy Agreement gives a tenant the right to apply for permission to sub-let their property to another person when specific circumstances result in the tenant being absent from the property for a fixed period of time. The tenant must have an intention to resume occupation of the property at the end of the specified period before granting permission to sub-let the property will be considered.
- 10.2 If you want to sublet all or part of your tenancy, this needs our consent as your landlord. Section 12(2) of the 2014 Act makes the following changes:
- you must have been the tenant of the house throughout the 12 months immediately before you apply for written permission to sublet your home (previously there was no qualifying period), or
 - if you were not the tenant throughout the whole of that period, the house must have been your only or principal home during those 12 months; and the tenant must have told us that you were living there prior to the start of those 12 months.
- 10.3 The circumstances under which a tenant may be absent from the property for an extended period may include:
- an extended holiday period;
 - a contract of work for a fixed period of time requiring the tenant to be absent from the property;
 - recuperation from an illness;
 - attending a course of study; and
 - any other circumstances which may be deemed as appropriate.
- 10.4 Tenants will be required to complete a sub-let request form. If their application complies with our conditions, permission will not be unreasonably refused.
- 10.5 In line with our Allocations Policy, the proposed sub-tenant will be required to:
- be aged 16 or over;
 - have a satisfactory former tenancy reference in terms of rent arrears, condition of property and anti-social behaviour;

- have made a satisfactory arrangement to repay any former tenancy related debt and the arrangement has been kept for at least 3 months and is continuing to be met;
 - is not subject to immigration control; and
 - is an applicant on our Housing Waiting List.
- 10.6 Permission to sub-let will normally be granted for a period not exceeding 6 months and may at our discretion be renewed for a further period of 6 months at the end of the initial 6 month period. Sub-lets will not normally be permitted for a total period of more than 12 months. A request by a tenant to extend the sub-letting period to more than 12 months shall be determined by the Housing Services Area Manager.
- 10.7 The sub-tenant will have no security of tenure and must vacate the property at the end of the sub-let period.
- 10.8 Under the provisions of Section 32 of the 2014 Housing (Scotland) Act, a subtenant has no right of succession or assignment.
- 10.9 We will not become involved in any disputes between the secure tenant and the sub-tenant.
- 10.10 We will not unreasonably refuse permission to sub-let a secure tenancy. Grounds for refusing permission include the following:
- the tenant is in breach of the tenancy agreement. This includes:
 - a) not maintaining the property to an acceptable standard;
 - b) rent arrears; and
 - c) incidents of anti-social behaviour
 - we have obtained or are seeking a decree of eviction against the tenant;
 - the proposed sub-let of tenancy would lead to overcrowding;
 - there is evidence that approval of the sub-let would place the community or an individual at risk.
- 10.11 These examples do not in any way alter our general right to refuse permission on reasonable grounds.
- 10.12 If permission is given, during the period of the sub-let the tenant will remain the secure tenant of the property and will remain responsible for all aspects of the tenancy including the payment of rent, maintaining the property in good condition, and the behaviour of any persons living in or visiting the property.

GARDEN MAINTENANCE

- 11.1 It is a requirement of the Tenancy Agreement that the tenant must take reasonable care to keep the garden area from becoming overgrown, untidy or causing a nuisance to neighbours. This includes ensuring that bushes, shrubs and trees do not encroach on to neighbouring properties, paths, roads or common areas. The Tenancy Agreement also requires that a tenant must not remove, chop down or destroy any bushes, hedges or trees without our written permission.
- 11.2 If tenants are unable to maintain the garden themselves they must make suitable alternative arrangements.

- 11.3 Programmed or ad hoc inspections will identify tenants who are failing to properly maintain the garden area attached to their home.
- 11.4 If the garden area is not maintained to an acceptable standard the tenant will be written to asking them to remedy the situation within 14 days. A further inspection will be carried out and if there is no improvement the tenant will be advised that we may make arrangements for a contractor to carry out the work if the situation is not remedied within a further 7 days. In such circumstances the tenant will be recharged for this work and/or action may be taken against their tenancy.
- 11.5 In cases where tenants experience difficulties due to infirmity, frailty, old age or poor health, advice and assistance will be given about relevant agencies which may help with this work, but this still remains the tenant's responsibility. Our Garden Assistance Scheme offers assistance to tenants who are not able to maintain their gardens due to age or disability and who have no able bodied relative or friend who can provide assistance.
- 11.6 A private owner within an estate managed by us, who has exclusive use of a garden, is responsible for its maintenance. If they are unable to maintain it themselves, the private owner will be reminded of their responsibility to maintain their garden "in a clean and tidy condition and free from all rubbish, refuse and weeds to the satisfaction of the Seller", as set out in the Sales Disposition when the property was sold under 'Right To Buy'.

ANTI SOCIAL BEHAVIOUR

- 12.1 We are committed to tackling anti-social behaviour and ensuring that its tenants are able to enjoy a housing environment that is free from nuisance, annoyance, intimidation and harassment.
- 12.2 Tenants will be advised of their obligations with regard to anti-social behaviour when signing up to their Tenancy Agreement.
- 12.3 We will take early action in responding to reports of anti-social behaviour and will keep the victim informed during the investigation, whilst also respecting the confidentiality of information received from both the complainer and the alleged perpetrator.
- 12.4 We will work in close partnership with the Police, Criminal Justice with Comhairle nan Eilean Siar, and any other relevant agency, to resolve the situation.
- 12.5 We will operate a zero tolerance approach to drug dealing and will pursue the eviction of tenants where they or members of their household have been convicted of supplying drugs from their home or in their neighbourhood.
- 12.6 We will also use Acceptable Behaviour Contracts and Unacceptable Behaviour Notices where appropriate. Where intervention has failed we will pursue eviction action as a last resort against tenants who continue to engage in anti-social behaviour.
- 12.7 Section 14(2) of the Housing (Scotland) Act 2014 means that a court does not have to consider whether it is reasonable to make an order for eviction where the landlord has grounds for recovery of possession under Schedule 2 paragraph 2. These grounds are:

That the tenant (or any one of joint tenants), a person residing or lodging in the house with, or subtenant of, the tenant, or a person visiting the house has been convicted of:

- a) using the house or allowing it to be used for immoral or illegal purposes, or
- b) an offence punishable by imprisonment which was committed in, or in the locality of, the house.

- 12.8 This means that we can end a Scottish Secure Tenancy if someone living in or visiting the home is convicted of a serious offence in the area of the house. It allows us to end the tenancy where behaviour has had a serious impact on neighbours or others in the community.
- 12.9 A serious offence is one that the offender could have been imprisoned for, whether or not they actually were sentenced to imprisonment. If we are intending to end a Scottish Secure Tenancy in this way, we would serve a notice on you advising that we intend to seek recovery of possession of the property. That would be done within 12 months of the conviction (or, if it was appealed unsuccessfully, of when the appeal ended).
- 12.10 A tenant has a right to challenge a landlord's decision to take court action to end the tenancy on these grounds.
- 12.11 We will offer both the victim(s) and the alleged perpetrator(s) appropriate support to resolve the anti-social behaviour issues.

VANDALISM AND GRAFFITI

- 13.1 Damage to our property by wilful acts of vandalism, graffiti, neglect or abuse will be thoroughly investigated and attempts will be made to identify the perpetrator(s), who will be reported to the Police.
- 13.2 Vandalism which poses a safety risk and/or is of a racist or other offensive nature will be repaired/removed within 24 hours of notification to us.
- 13.3 If the act of vandalism and/or graffiti to our property is carried out by a tenant or a member of a tenant's household, we will recharge the tenant for the costs of all repair works required and action may also be taken in line with our Anti-Social Behaviour Policy and/or against the tenancy.

ABANDONED/DERELICT VEHICLES

- 14.1 No vehicle, caravan, boat or trailer may be parked on our land unless:
- the land is set aside for parking; or
 - we have given written permission; or
 - it is a public road; and in every case it does not cause a nuisance or annoyance to neighbours.
- 14.2 We aim to minimise the nuisance, annoyance and danger to residents posed by abandoned or derelict vehicles on its property.
- 14.3 We will attempt to identify the owners of offending vehicles. If the offender is a tenant or a member of a tenant's household they will be asked to remove the offending vehicle(s) and will be given advice on whom to contact to arrange removal.

- 14.4 Failure to remove the offending vehicles will result in we making arrangements to have the vehicles removed. The tenant may be recharged and action may be taken against their tenancy.
- 14.5 If the owner or keeper of the offending vehicle is an owner-occupier or a member of their household they will be asked to remove the offending vehicle(s) and will be given advice on whom to contact to arrange removal. Failure to remove the offending vehicle may result in us making arrangements to have the vehicle removed and the owner may be recharged in such circumstances. We will work with the police and other agencies to deal with such situations.

VOIDS

- 15.1 There are several ways in which a property can become void:
- the tenant gives us written notice as per the terms of the Scottish Secure Tenancy Agreement;
 - by written agreement between the tenant and us;
 - death of the tenant – where we are notified of the death of the tenant and there is no qualified person to succeed to the tenancy;
 - abandonment – where we issue a legal notice to a tenant who has vacated the property without notice;
 - eviction – where we have enforced decree for repossession, granted by the court following legal action;
 - transfers – where the tenant is re-housed in another of our properties;
 - development voids – where a new property is handed over to us; and
 - decants – where a tenant has to be moved, usually temporarily, from their property for purposes of refurbishment or as a result of the property becoming uninhabitable e.g. fire, flood.

Note: Mutual Exchanges do not allow for a property to have a void period.

- 15.2 In most circumstances tenancies will terminate by a tenant giving notice. The Tenancy Agreement states that this should be a minimum of 28 days. Rent will be due for the full 28 days, and thereafter, if the keys are not handed in on time.
- 15.3 It is recognised that there may be circumstances in which tenants could not reasonably give 28 days' notice prior to vacating the property. Where the full notice is not given all the circumstances will be reviewed and a decision taken as to whether the tenant will be held liable for the rent for the full notice period.
- 15.4 The outgoing tenant will be responsible for the clearing out the property. This is to include all floorcoverings. The outgoing tenant is also responsible for removing any unauthorised alterations and rectifying damage which is not attributable to 'fair wear and tear'.
- 15.5 Where judged necessary, we will take appropriate security measures at the earliest opportunity where a void property is vulnerable to vandalism, or theft of components.

Long Term Voids

- 15.6 In order to comply with insurers' requirements, if a property is void or unoccupied for a prolonged period of time, we will ensure that:

- all main services are switched off;
- all water pipes and central heating systems are drained; and
- the property is secured against unlawful entry.

Thereafter we are required to undertake inspections of these properties every month by a Housing Officer or other suitably authorised employee. If the entire building unit is empty then weekly visits are required.

15.7 A log of the visits must be kept.

Pre-Termination Inspections

15.8 We will inspect all properties becoming vacant, both prior to (with the tenants' agreement) and following the termination of the tenancy, in order to ensure that the property is tenantable and habitable.

15.9 A pre-termination inspection will be arranged, with the tenant, within 5 working days of receipt of the notice of termination. The tenant, or the tenant's representative, will be asked to attend the inspection.

15.10 The Housing Officer will also agree, if appropriate, a repayment arrangement for any rent arrears.

15.11 A standard form will be completed at the pre-termination inspection and will be signed by the Housing Officer and the tenant. A copy will be given to the tenant. The outgoing tenant will be given the opportunity to remedy any defect for which they are responsible prior to the end of the tenancy. If defects are not remedied prior to the end of the tenancy, or if work completed is not of a satisfactory standard, a recharge may be raised for the cost of the works.

Post-Termination Inspections

15.12 A post-termination inspection will be completed on all vacant properties and, where possible, this will be completed within 2 working days of keys being returned.

15.13 The outgoing tenant will be informed within 10 working days of the post-termination inspection if there are any outstanding items for which they will be recharged.

15.14 On completion of all void repairs and return of the keys from the contractor a further post-inspection will be carried out. The purpose of this inspection is to confirm that all void repairs issued to the contractor are completed satisfactorily.

Transfers

16.1 Tenants transferring to another of our tenancies will not be required to provide 28 days written notice.

16.2 The tenant will be responsible for rent on the old property until the keys are returned to us. They will be responsible for rent on their new tenancy from the tenancy start date.

Mutual Exchanges of Tenancy

17.1 Scottish Secure Tenants may apply to mutually exchange their tenancy with that of another secure tenant. Exchanges may also take place between the Partnership's tenants of and those of other Local Authorities and Housing

Associations. In some circumstances, a three-way mutual exchange may be permitted to enable tenants to move to more suitably sized or located properties.

- 17.2 The tenants involved in the exchange will be required to complete a Mutual Exchange application form. If their applications comply with our conditions regarding mutual exchanges permission will not be unreasonably refused.
- 17.3 Tenants applying for a mutual exchange must satisfy themselves that the property which they are requesting permission to move to meets their needs and that the condition of the property is acceptable.
- 17.4 When a mutual exchange is approved both parties must accept their new property in its current condition and only repairs for which we have a statutory responsibility will be carried out.
- 17.5 Grounds for refusing permission will include the following:
- the tenant is in breach of the Tenancy Agreement, this includes:
 - not maintaining the property to an acceptable standard;
 - rent arrears;
 - a record of anti-social behaviour.
 - we have obtained or are seeking a decree of eviction against the tenant;
 - the house was designed or adapted for persons with special needs and, if the exchange was allowed, there would be no person living in the house who required those designs or adaptations;
 - the property is substantially larger than the requirements of the family and/or it is not suitable for the needs of the family; and
 - the proposed exchange would lead to overcrowding.
- 17.6 These examples do not in any way alter our general right to refuse permission on reasonable grounds.

Death of a Tenant

- 18.1 Where a tenancy is terminated as the result of a death, and where there is no qualified person to succeed to the tenancy in accordance with the Housing (Scotland) Act 2001, we will:
- terminate the tenancy from the date that the keys are returned;
 - request details of the next of kin from the person notifying the death, and if appropriate;
 - advise the person that any housing benefit entitlement will cease from the Sunday following the date of the tenant's death. If there is a Universal Credit claim in place the final payment will depend on where in the payment period the date of death falls;
 - advise the person that we will expect the keys to the property to be returned to us as soon as possible after bereavement. A charge may be applied for the period that the next of kin takes to return the keys to the property; and
 - advise the person that rent arrears and outstanding rechargeable repairs may be recovered against the tenant's estate, if any.

Assignment of Tenancy

- 19.1 If a tenant wishes to assign their tenancy to another person, the property must have been the only or principal home of the tenant and the person to whom they wish to assign the tenancy to for a period of at least 12 months prior to their request, as set in in Section 32 of the 2014 Housing (Scotland) Act. Appropriate evidence of residency must be provided, normally in the form of Council Tax registration.
- 19.2 The existing tenant and proposed new tenant will be required to complete a Change of Tenancy form and if the application complies with our conditions regarding assignment permission will not be unreasonably refused.
- 19.3 Grounds for refusing permission include the following:
- the tenant is in breach of the tenancy agreement, this includes:
 - not maintaining the property to an acceptable standard;
 - rent arrears;
 - a record of anti-social behaviour.
 - we have obtained or are seeking a decree of eviction against the tenant;
 - the house was designed or adapted for persons with special needs and if the assignment was granted, there would be no person living in the house who required those designs or adaptations;
 - the house is substantially larger than the requirements of the family and/or it is not suitable for the needs of the family; and
 - the proposed assignment would lead to under occupation of the property.
- 19.4 These examples do not in any way alter our general right to refuse permission on reasonable grounds.

Succession of Tenancy

- 20.1 In the event of a tenant's death, a Scottish Secure Tenancy may be inherited by a "qualifying occupier" of the property.
- 20.2 A qualifying occupier is defined as a:
- joint tenant;
 - husband or wife or co-habitee of the tenant;
 - member of the tenant's family aged at least 16 at the date of death; and
 - carer living in the household who has given up another only or principal home before the death of the tenant.
- 20.3 The qualifying occupier must also have occupied the house as his/her only or principal home for at least 12 months immediately before the death of the tenant, as set out in Section 32 of the 2014 Housing (Scotland) Act. Appropriate evidence of residency must be provided, normally in the form of Council Tax registration.
- 20.4 If more than one person is a qualifying occupier with succession rights they may apply as joint tenants or agree amongst themselves who should succeed to the tenancy. If they cannot agree, we will decide who succeeds to the tenancy. This will normally be determined by consideration of the length of time

each qualifying occupier has continuously lived at the property prior to the date of death.

- 20.5 The qualifying occupier(s) must complete an application form and subject to meeting the relevant conditions, approval to succeed to the tenancy will be granted.
- 20.6 The provisions governing succession within Section 22 of the Housing (Scotland) Act, 2001 give the right for a tenancy to be inherited twice.
- 20.7 We, however, will enhance this right and will operate a policy of unlimited succession providing the applicant meets the above criteria.

Abandoned Property

- 21.1 When we have reason to suspect that a property has been abandoned or is being occupied by a person(s) who is not the tenant of the property, action will be taken in accordance with our Abandonment Procedures and as set out in the Housing (Scotland) Act 2001.
- 21.2 We will conduct reasonable enquiries in order to establish the whereabouts of the tenant(s) and confirm that the:
- property is unoccupied; and
 - tenant no longer intends to occupy it as their only or principal home.

Enquiries may include contact with any known relatives, neighbours, and contact with other agencies, for example, Police, Social Work, Council Tax, etc.

- 21.3 Where we have made investigations and confirmed that a property has been abandoned, it will be made safe and secure as soon as possible. Between the months of October and April, we may enter the property in order to drain the water down.
- 21.4 We have a right of access at all times of the year where necessary to prevent possible damage to the property or risk to other tenants.

VERMIN, PEST AND INSECT CONTROL

- 22.1 We aim to ensure that all properties in our ownership are free of vermin, pests and insect infestation.
- 22.2 When a tenant reports to us the presence of vermin, pests or insects within their home, we will investigate the cause of the infestation. Where infestation can be directly attributed to a tenant's living conditions, habits, or lifestyle choices, we will offer advice to the tenant on how best to address the problem. If the problem persists, the Partnership will make arrangements to remedy the problem and recharge the tenant for the costs incurred.
- 22.3 Where there is internal infestation not attributable to the tenant's living condition, habits or lifestyle choices, we will be responsible for arranging and paying for eradication work.
- Where there is external infestation (for example a wasp's nest) we will assess the risk to tenants, property and staff and contractors and determine whether professional eradication is required. Costs will be apportioned as required.
- 22.4 For clarification, the presence of mice in a property will generally be a tenant's responsibility matter whereas a rat infestation will be dealt with immediately by us, with costs being apportioned as appropriate.

ENFORCEMENT

- 23.1 We will take legal action regarding any aspect of our Estate Management Policy. It will take such action only when all other action has failed to result in compliance with our policy and practice or where the behaviour is of such a nature that no other action is appropriate.
- 23.2 Any decision to proceed with legal action will be reported to the Board.

COMMERCIAL AND ACCOUNT PROPERTIES

- 24.1 Properties that are let on a commercial basis or let to other agencies will follow the same general principles of the voids section within this policy but will be dealt with in line with their individual tenancy agreements. For example the notice period may differ for a commercial property.

PERFORMANCE MANAGEMENT

- 25.1 This policy will be monitored, evaluated and reported to the Board in line with the approved performance-monitoring framework, and as required by the Annual Return on the Charter (ARC).
- 25.2 Performance will be assessed:
- against performance in the previous year;
 - using benchmarking; and
 - taking account of contextual issues such as change in demand.

REVIEW

- 26.1 This policy will be subject to review at least every three years, but may be updated in the interim period to reflect legislative change. Such reviews will encompass the requirements of Section 54 of the Housing (Scotland) Act 2001 in relation to consultation. We will fulfil this obligation as a minimum.

COMPLAINTS

- 27.1 Any complaints in respect of this policy will be dealt with under our Comments, Compliments and Complaints Handling Policy.

EQUALITY & DIVERSITY

- 28.1 The policy recognises the importance of promoting equal opportunities. Accordingly our policy should be read in conjunction with our Equality & Diversity Policy. We will operate this policy and all practices in compliance with Equality & Diversity principles and will undertake all Estate Management activities in a manner, which promotes and encourages equal opportunities in all aspects of service delivery.
- 28.2 We will provide copies of supporting procedures and guidance to tenants on request. In addition we will seek to provide copies in different formats including different languages, and formats including larger print, or tape on request.

INTERPRETATIONS & ABBREVIATIONS

The following interpretation and abbreviations are used in this policy:

Word	Interpretation
<i>Partnership</i>	Hebridean Housing Partnership
<i>Board</i>	Means the Board of the Hebridean Housing Partnership
<i>Board Members</i>	All Members of the Board including co-opted Members
<i>Exotic Pet</i>	Including but not exclusively: • polecat/ferret; • large birds such as cockatiels and parrots; • reptiles; • arachnids and scorpions; and • rare birds and birds of prey
<i>Structural Alterations</i>	include: • changing the layout of the property; or • adding a conservatory to the property.
All references to the masculine gender in this policy shall read as equally applicable to the feminine gender	



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