



WGHC

Our tenants are paramount in everything we do

TENANCY MANAGEMENT POLICY

This policy was approved by the Committee of Management on Wednesday 16th April 2025. It should be reviewed again no later than 31st March 2028, or if legislation changes prior to that date.

The policy has been assessed through the organisational impact assessment process.

We can, if requested, produce this document in different formats such as larger print or audio-format. We can also translate the document into various languages, as appropriate.

SCOTTISH HOUSING REGULATOR STANDARDS

STANDARD 1

The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.

STANDARD 2

The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. Its primary focus is the sustainable achievement of these priorities.

STANDARD 3

The RSL manages its resources to ensure its financial well-being, while maintaining rents at a level that tenants can afford to pay.

STANDARD 4

The Governing body bases its decisions on good quality information. Information and advice are identified and mitigates risks to the organisation's purpose.

STANDARD 5

The RSL conducts its affairs with honesty and integrity.

STANDARD 6

The Governing body and senior officers have the skills and knowledge they need to be effective.

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West Granton Housing Co-operative Limited is a fully mutual housing co-operative registered as a social landlord with the Scottish Housing Regulator (HAC 225); and is a registered society under the Co-operative and Community Benefit Societies Act 2014 (2357 RS).



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1.0 STATUTORY / REGULATORY INFORMATION

WGHC aims to comply with all relevant legislation. The following legislative requirements have been considered in relation to this policy:

- ❖ Housing (Scotland) Acts 1987, 2001, 2010 and 2014;
- ❖ Scottish Statutory Instrument 313 of the Abandoned Property Order 2002;
- ❖ The Bankruptcy and Diligence etc. (Scotland) Act 2007;
- ❖ Adults with Incapacity (Scotland) Act 2000;
- ❖ The Adult Support and Protection (Scotland) Act 2007;
- ❖ The Mental Health (Care and Treatment) Scotland) Act 2003; The Mental Health (Scotland) Act 2015;
- ❖ Family Law (Scotland) Act 2006;
- ❖ Data Protection Act 2018 and the UK GDPR;
- ❖ Scotland Act 1998 : Crown's Property Right in Ownerless Goods

WGHC aims to comply with all relevant best practice. The following have been considered in relation to this policy:

- ❖ The Scottish Social Housing Charter
- ❖ Chartered Institute of Housing good practice and performance briefings
- ❖ The Scottish Federation of Housing Associations' guidance, model frameworks and briefing notes

WGHC has a suite of policies and procedures covering all aspects of our operations. The policies most closely linked with this policy are:

- ❖ WGHC's Scottish Secure Tenancy Agreement
- ❖ WGHC's Allocations Policy
- ❖ WGHC's Debt Management Policy
- ❖ WGHC's Emergency and Disaster Procedures
- ❖ WGHC's Financial Regulations
- ❖ WGHC's Governance & Standing Orders Policy
- ❖ WGHC's Data Protection Policy
- ❖ WGHC's Privacy Notices
- ❖ WGHC's Planned Maintenance Policy
- ❖ WGHC's Reactive Maintenance Policy

Policies are published on the WGHC website.

Those that are not for publication within the public domain are filed within the secure X: Drive or the common M: Drive.

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2.0 INTRODUCTION AND GENERAL PROVISIONS

2.1 Principles

WGHC is committed to ensuring that all tenants adhere to the conditions of their Scottish Secure Tenancy Agreement. This includes their responsibilities in respect of their neighbours, the property and environment.

WGHC will endeavour at all times to respect its obligations and the rights of each tenant as defined in the tenancy agreement.

In accordance with the Scottish Social Housing Charter WGHC will try to perform all aspects of our housing services so that every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

WGHC will promote equality of opportunity for all and seek to eliminate unlawful direct and indirect discrimination in all areas of our work, oppose discrimination against or harassment of any tenant or applicant on the grounds of age, gender, marital status, family circumstances, race, colour, ethnic origin, nationality, religion, sexual orientation, illness or disability.

2.2 Policy Aims & Objectives

This policy covers tenancy management by which is meant those aspects of housing management relating most closely to the terms of the tenancy agreement between WGHC and our tenants. The aims of this policy are:

- ❖ to promote and provide tenants with a safe, decent, secure and good quality environment in which to live;
- ❖ to provide appropriate housing support and advice to our tenants and other customers;
- ❖ to encourage our tenants to be involved in the developing, maintaining and improving of our services;
- ❖ to ensure WGHC follows legal requirements, good practice guidelines and best practice.

To help achieve the aims of this policy WGHC, where appropriate, will also work in partnership with external agencies such as other housing providers, social work services, health officials, the City of Edinburgh Council and Police Scotland.

2.3 The Scottish Secure Tenancy Agreement

WGHC provides Scottish Secure Tenancies and where appropriate, Short Scottish Secure Tenancies. The Agreements are legally binding contracts and set out the terms and conditions of the tenancy. We use these terms to effectively manage our tenancies.

2.4 Right to Buy Entitlement

WGHC is a fully mutual co-operative and in accordance with **Rule No. 6** of the WGHC Membership Rules tenants do not have any right to buy the property they live in.

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2.5 Power of Attorney and Tenant Mandates

When a tenant is diagnosed as having incapacity or lacks legal capacity to make decisions concerning their tenancy, WGHC will seek guidance from the Adults with Incapacity (Scotland) Act 2000, the Office of the Public Guardian (Scotland) and take legal advice as required. In such cases it is likely we will only act on an instruction from a power of attorney or person who has a guardianship or intervention order.

In the absence of a confirmed diagnosis or if a tenant's capacity is variable WGHC will, where possible, give regard to the tenant's wishes together with the opinions of any involved external agencies to try to ensure that all tenancy decisions made are in the best interests of the tenant.

Where a tenant simply wishes to authorise a third party to act on their behalf or represent them with regards to their WGHC tenancy, we will require signed authorisation from the tenant giving us permission to discuss their tenancy with the nominated third party. This includes rent account enquiries from persons who make payment on a tenant's behalf.

3.0 START OF TENANCY

3.1 Information to Tenant

A draft copy of the relevant Tenancy Agreement will be given to all prospective tenants to read over prior to them signing the agreement. At the sign up appointment we will give out a Tenant Handbook, along with an Information Pack which provides the following:

- ❖ Advice on how to make a complaint
- ❖ The rights and responsibilities of both WGHC and the tenant including how we use personal information (tenant privacy notice)
- ❖ information telling the tenant WGHC Tenant Charter
- ❖ practical information and advice about the terms and conditions of the tenancy, property type and house contents insurance
- ❖ Information about their weekly rent and the annual rent consultation process

3.2 Rent Payments

At both the viewing appointment and the sign up, prospective tenants will be advised of the amount of rent they need to pay and their responsibility to ensure that their rent is paid in advance. For those tenants in receipt of benefit payments for rent costs direct payment to WGHC will be encouraged.

3.3 Post Allocation Visits

Where practicable, we will carry out a settling in visit to each new tenant within 4-6 weeks of their tenancy starting. Where it is not possible to arrange a visit within the first 4-6 weeks of the tenancy starting (e.g. because the tenant works) a telephone interview will be attempted, and efforts will be made to arrange a home visit for a later date.

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3.4 Decoration Vouchers

WGHC relets properties in accordance with its Lettable Standard (**Appendix 1**). Where a void property does not require extensive redecoration work, WGHC will generally offer a decoration allowance to an incoming tenant.

It will be agreed between the Housing Management Team and Maintenance Team to decide whether it is appropriate to offer an incoming tenant a decoration voucher. This will be considered on a case by case basis considering WGHC's Lettable Standard. Vouchers will generally be purchased from Homebase / B&Q / Home Bargains etc.

Authority for decoration vouchers is scheduled as follows:

- ❖ Up to £500 – written authorisation to be signed by the Housing Manager
- ❖ Over £500 – a countersignature of authorisation by the COO/CEO is required.

Internal decoration is the responsibility of the tenant and vouchers are not intended to meet the full costs involved of redecoration but to simply assist the tenant financially. The amount of allowance awarded will depend on the size/number of rooms and additional factors such as the presence of wallpaper, various wall art features, condition of walls and woodwork, etc.

Prospective tenants will be advised of any decoration allowance prior to them signing their tenancy agreement. In the case of an internal transfer, no allowance will be considered where a tenant has caused damage or has neglected the interior decoration of their current WGHC tenancy. A decoration allowance will not be considered for a new tenancy which has resulted from a mutual exchange.

4.0 TENANCY SUSTAINMENT

4.1 Principles

By Tenancy Sustainment we mean the prevention of a 'failed tenancy'.

In accordance with the Scottish Social Housing Charter, we will try to ensure that tenants get the information they need on how to obtain support to remain in their home. Where possible and practicable, we will try to assist the tenant in accessing suitable support, including direct assistance through a Tenancy Sustainment Fund and services provided directly by WGHC or by signposting and making referrals to external agencies.

4.2 Failed Tenancies

WGHC considers a tenancy to have 'failed' if it ends by:

- ❖ eviction;
- ❖ abandonment; **or**
- ❖ early termination, where a tenancy lasts under 12 months (however we recognise that people may terminate their tenancy early for positive reasons such as finding a new job or moving in with their partner).

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4.3 Risk Factors

WGHC recognise the following risk factors in relation to early tenancy failure (this list is not exhaustive):

- ❖ Debt problems
- ❖ Mental Health Issues
- ❖ Physical Health Problems
- ❖ Learning difficulties
- ❖ Drug and alcohol addiction problems
- ❖ Disabilities
- ❖ Domestic violence
- ❖ Extreme youth or immaturity
- ❖ Young parents
- ❖ Older people with support needs
- ❖ Families with support needs
- ❖ No established local networks
- ❖ Allocations in unwanted areas

With the co-operation of the tenant, WGHC will try to identify any such risk factors as early as possible (i.e. at the allocation assessment stage. We will also try to identify changes in a tenant's personal circumstances over the course of their tenancy which may put their tenancy at risk.

4.4 Scope of Support Provision

WGHC does not have the specific expertise to carry out a detailed assessment of support needs. Where possible and practicable, we will be proactive in signposting and referring tenants to agencies which provide the relevant tenancy sustainment support. This includes debt advice and welfare rights agencies and referrals to occupational therapists through the Social Care Direct system.

Where a referral is unsuccessful or not possible due to lack of external agency funding or resources or the tenant does not fit the remit of any available agency, WGHC will try to assist and support the tenant as much as its own resources will allow.

Where a referral is successful and if appropriate, we will adopt a joint working approach with the external agency.

Tenants should be willing to engage and receive support. When support to maintain the tenancy is no longer required or if the tenant stops engaging, WGHC will review any direct assistance it is providing and as a result may decide to withdraw the support.

If WGHC has taken reasonable steps to support the tenant and the tenant is unwilling or unable to engage and their behaviour continues to breach their tenancy agreement, legal action against the tenant may then be considered.

4.5 Tenants defined as “Adult at risk” or “Adult in need of support and protection”

It is recognised that a tenant who is considered at risk or in need of support or protection may find it difficult to manage their tenancy and for this reason all such cases should be reported to the Housing Manager for further action.

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If a WGHC tenant falls into one of the following categories and is not receiving the appropriate care or support we will make every effort to obtain permission from the tenant to make a referral to Social Care Direct :

The Adult Support and Protection (Scotland) Act 2007 replaced the term “vulnerable” with “Adult at Risk” or “Adult in need of Support and Protection”. Section 3 of the Act specifically defines adults at risk as individuals, aged 16 years and over who:

- ❖ are unable to safeguard themselves, their property or rights;
- ❖ are at risk of harm; and
- ❖ because they are affected by disability, mental disorder, illness or physical or mental infirmity, are more vulnerable to being harmed than others who are not so affected.

The Mental Health (Care & Treatment) (Scotland) Act 2003 defines a mental disorder as one of the following:

- ❖ A mental illness;
- ❖ A learning disability;
- ❖ A personality disorder.

The law allows WGHC to share information with third parties without the tenant’s consent in the following circumstances:

- ❖ If a tenant displays behaviour which constitutes a serious risk or harm to themselves or others, including children to whom they may have access

Reference should be made to WGHC’s Data Protection Policy or WGHC Privacy Notice for further details about information sharing.

5.0 TENANCY ISSUES

5.1 Principles

Section 2 of the Tenancy Agreement sets out conditions relating to who may live in the house and details the tenant’s rights and responsibilities in relation to the use of the house and any common parts. WGHC will seek to ensure that tenants meet their responsibilities in relation to the use of the house.

In accordance with the Scottish Social Housing Charter, WGHC will try to help to ensure that tenants live in well-maintained neighbourhoods where they feel safe. Where relevant and possible we will do this in association with other agencies.

5.2 Occupation of the house

The tenant has a duty to furnish the house and occupy it as their principal home. They should inform us within 4 weeks if there is a change to the persons living in the tenancy. WGHC will periodically invite tenants to provide written details of all the members who reside in their household.

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With regards to occupation of the house we will be sympathetic and supportive in relation to short term circumstances. However, in the case of clear breaches of the tenancy agreement we will take reasonable and appropriate action. We will investigate reports of:

- ❖ tenants ceasing to occupy the tenancy as their principal home
- ❖ person(s) who are not legally entitled to live in our housing
- ❖ tenancy fraud

Whilst carrying out these investigations WGHC may speak directly with the tenant involved and/or approach other tenants for information or evidence. In addition, we may share personal data and seek corroboration with external agencies as legally permitted.

With permission from the CEO/COO, WGHC may employ the services of a professional investigations agency. In cases with substantive evidence WGHC may seek legal advice and authorisation from the Committee of Management to raise legal action.

The tenant must not allow the house to become overcrowded. For the purpose of this policy the definition of overcrowding is taken from Sections 135 to 137 of the Housing (Scotland) Act 1987.

5.3 Property Inspections

Section 2.2 of the Scottish Secure Tenancy Agreement states that reasonable care must be taken to prevent damage to:

- ❖ the house
- ❖ the decoration
- ❖ our furniture
- ❖ the fixtures and fittings
- ❖ the common parts
- ❖ other people's property

Over the course of a tenancy WGHC may carry out various routine periodic inspections. These could include (but are not limited to) Gas Safety Inspections, Electrical Installation Inspections, Damp, Mould & Condensation Inspections, Asset Management Inspections, Garden Inspections, Post-Allocation Visits, Pre-term Visits.

Where there are concerns about the condition of a property, WGHC will carry out an initial inspection. WGHC will give the tenant at least 24 hours written notice of their intention to enter the property. WGHC will work with tenants, where possible and practicable, to assist with any breaches of tenancy relating to Section 2.2. of the SSTA. This is likely to include agreeing responsibility for repairs and follow up inspections.

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5.4 Estate Management – Definition and Scope

The term “estate management” used by WGHC covers the following:

- ❖ the monitoring and enforcement of tenant responsibilities relating to the use of the house and common parts.
- ❖ issues relating to WGHC owned land and the wider environment around our housing stock.
- ❖ estate management issues solely not within our control and in such cases, we may have to refer matters to the City of Edinburgh Council or Police Scotland.

WGHC will:

- ❖ carry out regular inspections of gardens, open spaces, common areas and the stairs within flatted developments.
- ❖ manage the environment around our properties and any common areas effectively to ensure that the neighbourhood is an attractive, well maintained and safe place to live.
- ❖ take reasonable and appropriate action against tenants who are not maintaining their gardens / property in a neat and tidy condition. Staff may invite tenants to apply for the WGHC Grass Cutting Service if they are experiencing difficulty in maintaining their gardens and the tenant satisfies the qualifying criteria for the service.
- ❖ deal with dumped rubbish by either arranging removal through the Council’s Environmental Services or a WGHC contractor.
- ❖ remove graffiti as soon as practically possible.
- ❖ deal with abandoned cars in accordance with the DVLA approved procedure.

5.5 Permission to run a business from the tenancy

All requests should be made in writing to the Housing Manager. The Housing Manager will make a recommendation to the CEO/COO who will then consider each case individually.

Decisions will be based on the nature of the business, if it is likely to cause any nuisance to neighbours, if it is considered unethical, immoral or illegal and if any internal or external property alterations are required.

Permission will not be given for any business signage to be displayed from or on the property (including any garden or communal area). WGHC’s consent will not alleviate the need for tenants to obtain permission for any other relevant consent, e.g. approval from the Care Inspectorate for Childminding.

We will reply within one month of receipt of the written application. In that reply we will advise if we agree to the request and if so, whether we attach any conditions. If we do not reply within one month, we are taken to have agreed to the request. Further reference should be made to Section 2 and 10 of the Scottish Secure Tenancy Agreement.

5.6 Parking

WGHC has provided some of its properties with a designated car parking space or driveway. Where properties have been allocated such a facility, this will be detailed in the tenancy agreement and tenants can therefore accept this as having been given written permission to use this land for car parking.

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Unauthorised and inconsiderate parking and the use of parking areas to carry out vehicle repairs by WGHC tenants will be treated as breaches of tenancy.

Abuse of the 'blue badge' scheme whereupon cars are left parked on single yellow lines or across driveways for extended periods of time, may result in a report submission to the operators of the scheme.

Unauthorised parking is defined as where permission has not been given to park on any land owned by WGHC which has not been set aside for this purpose. For example, this would include any monoblock areas owned by WGHC.

WGHC will report illegally parked or untaxed or abandoned vehicles on our land to the appropriate authorities. Where WGHC are required to trace the registered keeper of an abandoned vehicle they will contact the DVLA. In unresolved cases we will report abandoned vehicles to the local authority who will arrange for their disposal. Where appropriate WGHC will use their DVLA approved procedures.

Any costs incurred by WGHC for taking any remedial action may be recharged to the tenant.

5.7 Pets

The rights of the tenant to keep a pet will be balanced against the rights of neighbours to be undisturbed by animals and WGHC's need to maintain its property and surroundings in a clean and hygienic state.

All requests to keep a pet should be made in writing and all tenants must have been given our written consent. All requests will be considered by the Housing Management Team. We will reply within one month of receipt of the written application. In that reply we will advise if we agree to the request and if so, whether we attach any conditions. If we do not reply within one month, we are taken to have agreed to the request.

Section 2.5 of each tenancy agreement sets out what animals may and may not be kept by tenants. WGHC will not consider requests to keep animals which are forbidden by the tenancy agreement. These include pigeons, ducks, poultry, bees and other livestock. No dogs or cats should be kept in any communal areas, such as landings, hallways, storage cupboards or communal garden areas.

Tenants living in a house, bungalow or ground floor flat that have direct access to a garden will not be unreasonably refused permission to keep a dog or cat. Where requests are received to keep more than one dog and/or cat, we will judge each case on its individual merits. To do this we will consider such issues as the type of property and the size of the garden as well as the breed, size and number of pets already kept.

Tenants are responsible for clearing up any dog/cat foul within their garden(s). Tenants who require work to be undertaken within their gardens by WGHC contractors may have the works refused if the contractor cannot work due to the presence of dog foul. In certain circumstances, if a contractor has been booked and the work can't be undertaken as a result of dog foul, a recharge might become applicable as a 'wasted attendance'.

In all other WGHC flats dogs are expressly forbidden (except guide or assistance dogs).

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Tenants living in these property types asking for permission to keep a dog will be informed that it is prohibited by the tenancy agreement and in the case of Forthquarter properties, will also be informed the condition is stated in the title deeds.

This policy also applies where a tenant wishes to look after an animal for a limited period, for example, whilst a relative is in hospital.

In addition, WGHC may take the following factors into account when considering granting a tenant permission to keep a pet:

- ❖ the ability of the tenant to look after the animal
- ❖ the size and type of accommodation
- ❖ the number of other pets in the household
- ❖ possible disturbances which may be caused to surrounding neighbours

Permission will not be granted to keep any dog described as dangerous under the Dangerous Dog Act 1991.

WGHC will investigate reports of tenants keeping pets without permission. Where relevant the tenant will be asked to apply for retrospective permission.

Where this is not relevant or permission is refused the tenant will be informed that they are in breach of their tenancy agreement and have 14 days to remove the animal(s). If the tenant persists with the breach, we will take reasonable and appropriate action.

5.8 Other Breaches of Tenancy

WGHC will investigate all other breaches of tenancy. In the first instance we will try and resolve these breaches informally but will consider using written warnings, enforcement or legal action if any informal action taken has failed to resolve the breach. We will record the outcome of any action taken.

6.0 RESPECT FOR OTHERS

6.1 Principles

Section 3 of the Tenancy Agreement covers the rights and responsibilities of the tenant and WGHC in relation to respect for others including harassment and antisocial behaviour. In accordance with the Scottish Social Housing Charter we will work in partnership with other agencies to help ensure that tenants and other customers live in well-maintained neighbourhoods where they feel safe.

6.2 Neighbour Disputes

Generally, WGHC defines a neighbour dispute as two or more people who disagree with each other over a matter related to a personal issue or the property/area in which they live.

WGHC is committed to encouraging good tenant relations. We will encourage neighbours to resolve disputes informally between themselves or where appropriate, through mediation.

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In some situations, WGHC will not be able to take any action, for example, where a tenant's behaviour is not particularly unreasonable or is not in breach of the tenancy agreement. Furthermore, it is recognised the outcome of such disputes is very much dependant on the willingness and relationships of the persons involved.

WGHC will record the outcome of all neighbour dispute cases in which we have had involvement. Neighbour disputes will not be categorised as incidents of antisocial behaviour unless they are of a serious nature.

6.3 Title Deeds

Where certain burdens exist in WGHC title deeds, these will be included in the Scottish Secure Tenancy Agreement. This will mean that failure to abide or adhere to the above will constitute a breach of tenancy and will be treated as such. Where WGHC property has been sold on to a third party and WGHC continues to have an interest in that property or surrounding land/development we will look to work with the owners to help ensure the burdens are recognised and complied with.

6.4 Antisocial Behaviour

Definition

For the purposes of this policy the definition of the term "antisocial behaviour" will reflect Section 143 of the Antisocial Behaviour etc (Scotland) Act 2004. The legislation says that a person is involved in antisocial behaviour if they:

- ❖ Act in a manner that causes or is likely to cause alarm or distress; or
- ❖ Pursue a course of conduct that causes or is likely to cause alarm or distress, to at least one person not of the same household; "Conduct" includes speech; and a course of conduct must involve conduct on at least two occasions.

Behaving in an antisocial manner covers a wide range of behaviours. For this reason, this policy lists the following as examples of what we would consider antisocial but it is by no means exhaustive:

- ❖ Persistent abusive behaviour towards neighbours causing them fear or distress
- ❖ Persistent nuisance of threatening behaviour as a result of alcohol or substance abuse
- ❖ Persistent troubling behaviour by small groups of individuals within a local area or community
- ❖ Noise nuisance (but not general day to day living noise)
- ❖ Vandalism or damage
- ❖ Use of the tenancy for immoral purposes
- ❖ Harassment or assault of any person in the house, or neighbourhood, for whatever reason. This includes that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status
- ❖ Behaving in an abusive or violent manner towards any of our employees, agents or contractors
- ❖ The use or carry knives, machetes or other offensive weapons;
- ❖ The use or sell unlawful drugs or sell alcohol
- ❖ Leaving rubbish in unauthorised places
- ❖ Burning household or garden rubbish

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We will generally not investigate the following behaviours or regard them as anti-social:

- ❖ Noise from young children when they're playing
- ❖ Family disputes providing they do not cause an unacceptable disturbance
- ❖ Babies crying
- ❖ Smells from cooking
- ❖ Sounds of normal day to day living that we can hear such as opening and closing of doors, going up and down stairs
- ❖ One-off parties such as BBQs, birthday or New Year parties providing they do not cause unacceptable disturbance
- ❖ Minor personal differences such as dirty looks or fall outs between children

6.5 Responding to reports of antisocial behaviour

WGHC is committed to responding to all reports of antisocial behaviour and we will prioritise our response to each case depending on its severity.

We recognise the need to adopt different approaches, depending on the specific circumstances of individual cases. In determining this we will give regard to the nature, frequency, duration of the incidents, the effect on the community and the likelihood of the offending behaviour continuing. This will help us decide how to allocate our resources and action a proportionate response e.g. telephone contact or face to face contact, a letter, meeting in the office, a home visit or a joint visit with an external agency.

Reporters will be advised of how the case will be progressed. This could involve gathering further evidence through the completion of incident diary sheets, seeking the names of witnesses or simply talking to the other party involved.

Where appropriate, we will encourage the reporting of incidents to Police Scotland and any other relevant agencies.

6.6 The Role of the Reporter

Normally, we will expect reporters to play a role in helping us resolve incidents of antisocial behaviour. Where appropriate, this may involve taking initial steps themselves, liaising with other agencies such as Police Scotland or the Local Authority, and helping to collate evidence such as completing diary sheets and demonstrate a willingness to take part in mediation.

Where legal action has been raised against an alleged party, WGHC will generally require the reporter and other witnesses to provide affidavit statements and give evidence in court.

Generally, where there is non-engagement or difficulties engaging with the reporter, WGHC will withdraw their involvement. This decision will be made by the Housing Manager on a case by case basis.

In instances where a reporter continues to report similar incidents of antisocial behaviour which have already been investigated by WGHC and there continues to be no corroboration or new evidence then WGHC may take the decision not to re-investigate. Again, this decision will be made by the Housing Manager on a case by case basis.

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6.7 The Role of the Investigating Officer

In investigating incidents of antisocial behaviour, the investigating officer's role is to establish the facts, offer appropriate support and advice and where possible, achieve resolution.

6.8 Responding to Verbal Reports

Where reports are made verbally and the incident is of a serious nature WGHC will encourage the report to be made in writing to assist with the recording of dates, times, witnesses, police incident numbers, etc. Depending on an individual tenant's circumstances, staff may write a statement on a tenant's behalf.

Where useful, tenants will be provided with diary incident sheets and given contact telephone numbers for Police Scotland and local authority services including the Noise Team and Antisocial Behaviour Team. WGHC will record the outcomes of all investigations undertaken.

6.9 Responding to Anonymous Reports

All anonymous complaints received will be recorded. Anonymous complaints will only be investigated with the approval of the CEO/COO and in exceptional circumstances, usually where the nature of the complaint indicates serious or criminal behaviour. Where the anonymous report is ambiguous, non-specific or malicious in nature towards a neighbouring tenant then WGHC reserves the right to take no further action.

6.10 Information sharing

Before any action is taken against a tenant for alleged antisocial behaviour, the investigating officer will seek to substantiate the allegations and collate corroborating evidence to support the complaint.

Any information provided to us will be treated in confidence and will not be discussed with any other tenant, household member or resident unless we have received explicit consent to do so.

However, information may be shared with relevant external agencies where it is felt necessary in order to gather evidence, agree action or move the case forward. This is identified within our Privacy Notice(s).

This includes, but is not exclusive to:

- ❖ Police Scotland
- ❖ WGHC have in place a formal protocol for information sharing with Police Scotland
- ❖ CEC's Community Safety Team
- ❖ CEC's Environmental Wardens
- ❖ CEC's Neighbourhood Support Team
- ❖ Social Work Staff
- ❖ Support Agencies
- ❖ Other Landlords

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6.11 Resolution and Closure of Cases

In accordance with Indicator 19 of the Scottish Housing Charter, WGHC has consulted with tenants and set a target of 20 working days within which to resolve reported incidents of antisocial behaviour.

This means WGHC will aim to resolve all reported incidents of antisocial behaviour within this time period. If we are unable to achieve this, we will provide an explanation as to why this has not been possible.

The Scottish Housing Regulator (Annual Report on the Charter) guidance provides the following definition of resolved:

- ❖ Where the landlord has taken appropriate measures, as set out in its policies and procedures, to address the cause of the antisocial behaviour complaint; or
- ❖ Where the landlord does not have the authority or powers to resolve, it has provided a full explanation of the landlord's position.

Where reports cannot be corroborated or where there is no evidence to support a complaint of antisocial behaviour, WGHC will state as such to the reporter and in most cases, be left with no option but to issue an informal reminder of tenant responsibilities under Section 3 of the Scottish Secure Tenancy Agreement.

6.12 Decision Review

In accordance with Section 14 of this Policy, if a tenant or service user expresses dissatisfaction with a decision whether verbally or in writing staff may first take the opportunity to review the decision or action and resolve the matter informally.

The line manager of the original decision maker will take responsibility for the review. If the matter cannot be resolved informally and the tenant/services user still wishes to appeal the decision, then the formal procedure will apply. Appeals procedures are covered in Section 14 of this Policy.

6.13 Providing Support

Where possible and practicable, WGHC will:

- ❖ seek practical support for victims of harassment
- ❖ seek practical support for the alleged parties

WGHC recognise the outcome of any such support or referrals is dependent on the resources available and the willingness of the tenant to engage.

6.14 Referrals to External Agencies

In cases where corroboration is proving difficult or unlikely WGHC may choose to refer the reporter to a specialised service, e.g. the Council's Noise Team, Antisocial Behaviour Team or Mediation. It is recognised that in such cases it is the Agency's criteria which will determine the acceptance and outcome of the case.

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6.15 Personal Legal Action

A tenant may take their own legal action by obtaining an interdict or use of another legal remedy against a third party. Advice of this nature may be given where the matter is out with the terms of the tenancy agreement or where WGHC deems there are insufficient grounds on which to issue a notice of proceedings or seek an eviction order.

6.16 Disputes between Owner Occupiers and WGHC Tenants

Where we are required to investigate disputes between owner occupiers and WGHC tenants we may refer to both the terms and conditions of the Scottish Secure Tenancy Agreement and the Deeds of Conditions. We will act accordingly or alternatively refer the matter to a Mediation Service if appropriate.

7.0 MEASURES TO TACKLE ANTISOCIALBEHAVIOUR

7.1 Non Legal Remedies:

- ❖ Advice and information
- ❖ Informal discussion reminding tenants of their responsibilities under the Scottish Secure Tenancy Agreement
- ❖ Interviews and Home Visits (including a programme of regular home visits over a specified period)
- ❖ Mediation
- ❖ Withdrawal of permission (e.g. Permission to keep a pet);
- ❖ Verbal Warning: it may be appropriate to issue a verbal warning at an early state in an attempt to prevent recurrent of problem behaviour
- ❖ Written warning
- ❖ Management Transfer
- ❖ Referrals to external agencies (e.g. Mediation Bureaux, Community Police, Public or Environmental Health, etc)
- ❖ Joint face to face meetings involving WGHC, the involved tenants/household members parties, Police Scotland and/or another external agency.

7.2 Legal Remedies

Taking legal action is a last resort for WGHC and will only be considered when all other avenues have been exhausted. Before any legal action for incidents of antisocial behaviour is raised WGHC will seek legal advice to determine if we have sufficient grounds to do so. This is especially important when eviction action is being considered.

WGHC recognise that Sheriffs may be reluctant to grant an eviction order, especially when it involves vulnerable persons or a young family. If there are vulnerabilities and support is being provided by an external professional agency (e.g. Social Work) it can make it even more difficult for WGHC to convince a Sheriff that it is reasonable to evict.

If support is not being provided the Sheriff may decide to put proceedings on hold whilst intervention or support for the alleged party is put in place. Additional time (normally months) will then be allowed for monitoring and assessing the impact the support has had on the behaviour and ultimately help the Sheriff determine if it is reasonable to evict.

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In addition, every tenant has the right to defend any legal action we raise against them. WGHC therefore must carefully manage victims' or witnesses' expectations concerning the likelihood of any legal action being raised and be realistic about the possible outcomes of any such action.

If legal action is raised (eviction or otherwise) WGHC will arrange, where possible, for affidavit statements to be taken from the reporters. If our action is defended then all parties involved should expect to appear in court to give evidence. Hearsay evidence is not admissible in court and witnesses are almost always required. Corroboration will therefore be required to support any action, legal or otherwise, taken by WGHC.

If it comes to our attention that a tenant or household member has been found guilty by a court of an antisocial behaviour or criminal act, WGHC may raise legal action to recover the tenancy without seeking further corroboration.

The final outcome of any legal action we raise is at the discretion of the Sheriff.

Legal action can include:

- ❖ Interdict;
- ❖ Enforcement action such as Specific Implement;
- ❖ Remedial action;
- ❖ Antisocial Behaviour Order;
- ❖ Notice of Proceedings for Recovery of Possession;
- ❖ Eviction;
- ❖ Small Claims Action;
- ❖ Conversion of an existing Scottish Secure tenancy to a Short Scottish Secure Tenancy;

All legal actions require strong evidence to prove to the Court it is reasonable to grant any action, and the final decision always rests with the Court.

8.0 MANAGING EXPECTATIONS RAISING LEGAL ACTION

Raising legal action for WGHC, is always a last resort action. Even then, there are further challenges WGHC must take into consideration before deciding this is the most appropriate course of action.

In a Scottish secure tenancy, the landlord bears the burden of proof to demonstrate a valid reason for possession, including proving the ground for possession and its reasonableness.

8.1 Valid Notice of Proceedings for Recovery of Possession

Possession proceedings will usually be based on Grounds 1 and 7 of Schedule 2 of the Housing (Scotland) Act 2001. Ground 2 may also be considered where there has been a criminal conviction relating to the tenancy which could carry a custodial sentence

Landlords must serve a valid a "Notice of proceedings" on the tenant, specifying the date on or after which they intend to begin the action to recover possession, which must be at least two months from the date on which the notice is served. Qualifying occupiers of the household must also be served with a valid notice.

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The Notice must give sufficient detail of the alleged behaviour for the tenant to know what he or she needs to do to put it right, although it does not have to include names and details of reporters. The Notice must also demonstrate that any appropriate pre-action requirements have been met and that the Notice is also served on qualifying occupiers as specified in the Act.

8.2 Landlord's Burden of Proof

The landlord must be able to demonstrate to the Sheriff Court there are valid reasons to evict the tenant, such as rent arrears, damage to the property, or breach of the tenancy agreement. In all such cases, WGHC must be able to present evidence to the Sheriff which demonstrates that, on the balance of probabilities, antisocial behaviour has taken place, that it is reasonable to evict and that it is not reasonable to provide alternative accommodation.

8.3 Grounds for Possession

There are specific grounds for possession outlined in the Housing (Scotland) Act 2001, such as rent arrears, antisocial behaviour, or breach of a tenancy obligation.

8.4 Reasonableness Test

In Court the Sheriff will consider, on the grounds specified in the notice, the effect and on neighbours the antisocial behaviour has already had and is likely to have if the behaviour continues.

In addition to proving a valid ground for possession, the landlord must also demonstrate that it is reasonable to grant an order for possession. The court must consider whether it is reasonable to order possession, and the tenant can use a defence form to explain why it is not reasonable.

While the initial burden of proof rests with the landlord, the tenant can challenge the landlord's case by presenting evidence to the Court to argue that the order for possession is not reasonable and that the landlord's evidence is not valid, even if the ground for possession is established. It is therefore stressed that raising legal action against a tenant does not result in an automatic order being granted, even in an undefended case.

In 2019, a streamlined eviction process was introduced which allows court action to be raised where a criminal offence has taken place within the locality of the property. The criminal offence must result in a conviction and there are also a range of other factors which must be considered when assessing whether it would be appropriate for WGHC to do down this route.

8.5 Review Rights

Tenants have the right to request a review of the Court's decision to recover possession, through the Sheriff Court's Minute for Recall procedure.

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8.6 Legal Advice

WGHC will always seek legal advice prior to raising any legal action, to establish if it is reasonable for us to raise legal action, and to determine if we have the evidence required to prove grounds and reasonableness in Court.

9.0 CHANGES TO THE TENANCY

9.1 Principles

Section 4 of the tenancy agreement sets out the conditions which apply to requests to change the tenancy including requests to sublet, assign or exchange. WGHC will try to respond to all requests in a timely and reasonable manner.

9.2 Timetable & Procedures

We will reply to any request to change the tenancy within one month to avoid giving assumed consent. If we do not reply to such requests within one month, we are taken to have agreed to the request. All requests received will be logged on their receipt.

In the first instance some requests may be refused because we may require further information from the tenant in order to fully consider their request. To help us process requests, all tenants will be expected to complete and return the relevant WGHC application forms. We may also need to carry out a home visit to verify details. We will automatically reconsider all requests once we have received all the information required and will not unreasonably refuse permission.

Each completed application received will be treated as a new request and we will respond to it within one month. As with all these requests, a formal offer of housing can only be made to persons approved for membership of WGHC.

9.3 Mutual exchange applications

The Housing (Scotland) Act 2001 (Section 33) provides every Scottish secure tenant with the right to exchange their home with another Scottish secure tenant (whether or not the landlord is the same), with the landlord(s) written consent.

WGHC may refuse a request if there are reasonable grounds for the refusal. For example:

- ❖ If there has been a history of antisocial behaviour
- ❖ if a Notice for Recovery of Possession has been served on either applicant
- ❖ if the WGHC house has been designed or adapted for occupation by a person with special needs and if the exchange took place there would no longer be a person with such special needs occupying the house
- ❖ if the WGHC house is substantially larger than required by the applicant
- ❖ if the house is not suitable to the needs of the applicant and their family
- ❖ if the exchange would lead to overcrowding both in terms of WGHC's Allocation Policy and Section 139 of the 1987 Act
- ❖ if application for Membership of the Co-operative is refused

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Both the WGHC tenant and the applicants will be required to complete the relevant WGHC Mutual Exchange Forms. The Housing (Scotland) Act 2001 states that if a tenant makes a written application to exchange their tenancy, the landlord must intimate its consent or refusal within one month of receipt of the application.

As it may take longer than one month for applications to be assessed, further information to be requested and received, home visits to be carried out, membership applications to be received and considered, WGHC will refuse all requests to exchange in the first instance. WGHC will, however, reconsider all written requests to exchange once we have completed the processing of the applications (both mutual exchange and membership). All exchanges are further subject to receipt of a satisfactory tenancy reference and the WGHC tenant fulfilling their end of tenancy obligations.

9.4 Request to take in a lodger or sublet

Section 32 (4) of the Housing (Scotland) Act 2001 states that where the landlord is a co-operative housing association, any consent to allow a lodger or subtenant is subject to the condition that the person is also a member of that co-operative.

WGHC Membership Rule 7.2 states that if a person is applying for membership, they must also be actively seeking to become a tenant. Rule 7.4 states that only one share will be issued (per property) on the date the person becomes a tenant.

We therefore cannot approve requests from tenants to take in a lodger or sublet the tenancy because the Act (2001) states that a lodger or sub-lettee, must become a member of the Co-operative, but WGHC Membership rules do not allow this.

9.5 Assignment of Tenancy

If a tenant would like to assign their tenancy, the house must have been the only or principal home of the person to whom they want to assign their tenancy for at least 6 months before the date of their written request. Where appropriate former tenancy references will be requested. The assignee must become a member of the Co-operative before the change takes effect.

If an assignment is approved the WGHC tenant will terminate their tenancy and a new tenancy agreement will be issued to the assignee. Section 4 of the Scottish Secure Tenancy Agreement and our WGHC Allocations Policy sets out the conditions relating to assignment.

9.6 From sole to joint

The tenant and prospective tenant must both complete joint tenancy application forms. Proof of identity must be provided with proof that the WGHC property is *or* is intended to be the prospective new tenant's only or principal home.

Where appropriate former tenancy references will be requested. All requests are subject to approval of membership with WGHC. An addendum to the existing tenancy agreement will be signed by both tenants and a copy of both documents handed to the new tenant.

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9.7 From joint to sole

If a tenant wishes to terminate their joint tenancy, they must give written notice to WGHC. Amending a tenancy from joint to sole is in effect ending the interests of one party in the tenancy. Subsequently the tenancy rights for the remaining joint tenant continue. On the death of one of the joint tenant's a copy of the death certificate should be attached to the original tenancy agreement.

9.8 Decants

In some circumstances it may be necessary for the tenant to move temporarily out of the tenancy.

9.9 Emergency

If a property is temporarily uninhabitable WGHC will assist the tenant to find alternative accommodation. In all cases the tenant will remain liable for rent payments on the permanent home.

The CEO/COO will determine whether the property is uninhabitable. Any special needs of the tenant or members of their households will be considered.

- A) Where we can provide temporary or permanent suitable alternative accommodation from our own stock we will do so.
 Where the tenant is moved to another WGHC property, we will continue to charge rent for the permanent home and the Council will continue to levy Council Tax at the tenancy address. In this situation WGHC will not charge rent for the decant property and will help the tenant to apply for a Council Tax exemption.
 Where we move the tenant to a property smaller than their permanent home we will charge a lower rent. Where we move the tenant to a property larger than their permanent home, we will charge the same rent as is normally charged for the permanent home.
- B) Given our small stock numbers, it is likely we would have to seek alternative accommodation for the tenant from:
- ❖ the Council's Emergency Housing Teams; this may include private sector leasing properties.
 - ❖ Other Housing Associations (including their mid-market rent properties)
 - ❖ B&B's, or hotels

Where the tenant is decanted to a property owned by another housing association, the Council, private landlord, hotel or B&B, WGHC will pay the other landlord for the rental of the decant property. The cost to WGHC is less than the rent for the permanent property, a compensatory payment will be made to the tenant.

During this period of vacant possession WGHC will continue to charge rent on the permanent property and the tenant will remain liable for this rent. During this period, Housing Benefit can be paid to those who are entitled, under the Temporary Absence rules. A Council Tax exemption can either be applied for the permanent home or the decant property.

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- C) If a tenant is able to secure accommodation with family or friends WGHC will not charge the tenant rent for the period they are unable to live in their tenancy. A Council Tax exemption will be applied for. Depending on the circumstances, WGHC may make a payment of compensation to the tenant; compensation payments are covered in the WGHC Maintenance Policy.

WGHC is not responsible for replacing or compensating for damage to or loss of household contents. Tenants will continue to be liable and pay for their fuel costs in the decanted property unless the cost of fuel is included in the cost of the temporary accommodation. Where the tenant has a direct debit or standing order arrangement to pay for electricity and gas at their main home, it will be up to the tenant either to decide with their utilities provider(s) whether or not to continue these payments during the decant period.

WGHC may give financial and/or practical assistance to the tenant. This will be at the discretion of the CEO/COO. Such assistance may include help with removing and/or storing furniture or a contribution towards reasonable costs directly related to the temporary move. In determining whether and what assistance may be given the reason for the emergency, in particular any negligence by the tenant, will be taken into account.

The Housing Management Team will be responsible for liaising with the tenants for all aspect of co-ordinating the decant. The link person will normally be a member of the Housing Management Team.

Following discussion with the Council's Revenues and Benefits staff a procedure has been agreed covering all decants by all registered social landlords in the city, to ensure a consistent approach in RSLs charging rent and by CEC with regard to charging Council Tax and paying Housing and Council Tax benefit. This procedure is detailed in the table in **Appendix 2 - RSL Decant Guidance**.

9.10 Planned Maintenance

If vacant possession is required for planned maintenance, we will always give the tenant at least 28 days' notice. Compensation relating to planned maintenance decants are in WGHC's Maintenance Policy.

9.11 Decants and the Secure Tenancy

Tenants moved on a temporary basis from their usual house to another WGHC property will continue to have the full rights of a Scottish Secure Tenancy. Tenants moved to another RSL property will be offered an agreement in accordance with that RSL's allocation policy. Where the accommodation is for the purpose of repairs or planned maintenance the tenant will be required to sign a declaration agreeing to return to their home prior to any decant being arranged.

Once the works are finished WGHC (or the other RSL) will recover possession of the alternative house as necessary and will not be required to serve a notice of proceedings unless the tenant refuses to move from the accommodation within the timescale agreed. WGHC will assist with locating suitable temporary accommodation for the tenant, their family and any pets (providing they have WGHC's permission to keep the pet).

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10.0 ENDING THE TENANCY

10.1 Principles

The ways in which the tenancy can be ended are covered in Section 6 of the Tenancy Agreement. This section of the policy sets out how WGHC will respond to the different ways in which a tenancy may end.

WGHC tenancies will always end on a Sunday. Rent will be due for the full notice period. Unless otherwise agreed, keys must always be returned to the WGHC Office by 10.00 a.m. on the Monday. If keys are not handed back on time WGHC may continue to charge rent.

10.2 By Notice

Tenants who wish to end their tenancy are legally required to give at least 28 days written notice.

10.2.1 The Notice Period

The required 28 days' notice period need not always apply. For example, in the case of internal transfers, mutual exchanges or when a tenant moving out requests a shorter notice period.

A tenant may also apply to extend their termination notice period.

In such cases, the Housing Manager has the authority to determine the length of a notice period and in doing so will take the following factors into account:

- ❖ The likely void period and loss of rent
- ❖ The tenant's personal and financial circumstances
- ❖ The best interests of the neighbours
- ❖ The best interest of the organisation

10.3 Request to keep two WGHC tenancies running simultaneously

A tenant moving from one WGHC property to another can request to end their previous tenancy agreement 1-2 weeks after their new tenancy agreement has started. In such cases the tenant will be charged rent on both properties until the previous tenancy is terminated. All requests will be passed to the Housing Manager for consideration.

10.4 Cancellation of Termination Notice

It is recognised that a tenant may change their mind about moving out and wish to withdraw their termination notice. The tenant will be asked to put the cancellation in writing. In the event that WGHC does not receive a written cancellation and the tenant remains in the tenancy after the proposed termination date, WGHC will treat this as a cancellation of termination of the tenancy.

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10.5 When A Property Becomes Permanently Uninhabitable

When a property becomes permanently uninhabitable due to major destruction or damage, we will offer equivalent permanent re-housing as soon as such a house becomes available. Until that time we will try to help the tenant get temporary accommodation.

10.6 By Death

Where there is no qualified person to succeed a Scottish Secure Tenancy, both the tenancy and membership of the co-operative will end on the date of death of the tenant. WGHC will require a photocopy of the death certificate as official notification that the tenant has died. The rent account on SDM will be closed down on the date of death and in accordance with the Scottish Housing Regulator's guidance the property will be categorised as void from the following day. Any rent debt will be written off, unless there is an estate from which to make a claim.

If an application for succession has been received the rent account will remain live on SDM until this application, including any application for membership, has been fully processed. The occupant of the tenancy will be liable for an underoccupancy charge during this period. If someone qualifies for the tenancy but does not want it, they should tell us in writing within four weeks of the death and leave the house within three months. Rent will be charged only for the actual period of occupation.

If someone does not qualify for the tenancy only because the house was designed or substantially adapted for a person with special needs and they are waiting for alternative suitable accommodation to become available, the rent account will remain live on SDM until this person has been moved to the alternative accommodation. The occupant of the tenancy will be liable for an underoccupancy charge during this period.

As a general standard, WGHC will normally grant the next of kin a 2 week grace period from the date of death to empty the property and return the keys to us. We will take a sympathetic approach to any requests made by the next of kin during this time including requests to extend the grace period and requests for our help to empty the property. All such requests will be considered by the Housing Manager. Where possible, WGHC must obtain signed permission from the next of kin or person responsible for the property or estate of the deceased tenant to remove and destroy any belongings left behind in the tenancy.

10.7 By Abandonment

Any tenant or joint tenant whose tenancy has been ended on the grounds of abandonment has the right to make an application to the sheriff against the repossession. This application must be made within 6 months of the second abandonment notice being served.

10.8 Sole Tenancy

If Housing Management staff suspect that a property is unoccupied and that the tenant does not intend to occupy it as their home, they will carry out appropriate checks before serving an Abandonment Notice. In accordance with Section 18 of the Housing (Scotland) Act 2001, if it appears to be the case that the tenant has abandoned the property, then an Abandonment Notice will be hand delivered by two staff members and witnessed.

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Failure by the tenant to respond to this notice within 28 days will result in the second notice being served which will bring the tenancy to an end.

If staff believe that the property is still occupied by other household members then an Abandonment Notice should not be served.

In such an instance, the case should be referred to the Housing Manager to determine if it is more appropriate to issue a Notice of Proceedings for the Recovery of Possession for the tenant failing to occupy the tenancy as their principal home.

10.9 Joint Tenancy

If WGHC has reasonable grounds to believe that both joint tenants are not occupying the tenancy and do not intend to occupy it as their home we can bring the joint tenancy to an end. In such cases, the procedures for dealing with the abandonment of a sole tenancy will apply.

If WGHC has reasonable grounds to believe that an individual joint tenant is not occupying the joint tenancy and does not intend to occupy it as their home we can bring the joint tenancy to an end. In accordance with Section 20 of the Housing (Scotland) Act 2001, a 28 day Abandonment Notice will be served on the joint tenant.

A second notice will be served at the end of the 28 day period stating that the joint tenant's interest in the tenancy will be terminated 8 weeks after the date of service of the second notice. This second notice will not terminate the tenancy but will continue in the name of the remaining sole occupier. Both notices will be served by two staff members and witnessed. WGHC will serve a copy of the notices on each of the other joint tenants.

10.10 Abandoned Belongings

WGHC will serve an Abandoned Property Notice conjoined with the Abandonment Notice for a sole or joint abandonment of tenancy, but not in the case where just an individual joint tenant is believed to have abandoned the tenancy.

This Notice advises that all belongings/personal possessions found in a property which has been abandoned must be kept for a minimum of 28 days. After the 28 days, if the property is not collected, WGHC will dispose of it unless its value is greater than the cost of storage along with any rent arrears, in which case it will be kept for a total period of 6 months.

A senior staff member will approve the decision whether items are to be disposed of or stored. If the belongings are not claimed for at the end of the 6 month period, WGHC will arrange for their disposal.

In accordance with Scottish Statutory Instrument 313 of the Abandoned Property Order 2002 any property stored or disposed of will be recorded on a register by WGHC and this information will be kept for a period of 5 years.

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10.11 By Court Order

WGHC can end a tenancy without the tenant's consent by way of a court order. There are two circumstances in which this might happen:

10.11.1 Decree Eviction Order

By granting a Decree eviction order the court is giving WGHC permission to remove the tenant and all their belongings from the property and repossess the house.

If WGHC choose to enforce the Decree and proceed with an eviction we will arrange for Sheriff Officers to serve a Charge (legal notice) upon the tenant in accordance with the Bankruptcy and Diligence (Scotland) Act 2007.

The Charge will provide the tenant with a period of at least 14 days in which to remove themselves and their belongings from the property prior to the eviction being carried out.

All evictions will be carried out by a Sheriff Officer, who will only be able to carry out an eviction upon expiry of the 14 day period. Outlays incurred by WGHC in serving the charge prior to carrying out the eviction are not recoverable.

In the event of court action being raised WGHC will comply with the requirements of Section 11 of the Homelessness (Scotland) Act 2003.

10.11.2 Order to Transfer a WGHC Tenancy

An order may be granted by the court to transfer the tenancy of a matrimonial home from one spouse to the other. Subject to the approval of WGHC and the spouse being granted membership of the Co-operative, WGHC will end the existing tenancy and create a new tenancy.

10.12 Ending a tenancy and imprisonment

Where a sole tenant receives a term of imprisonment longer than the period which Housing Benefit or Universal Credit Housing Costs would normally continue to be paid, we will advise the tenant of their options. If a tenant in this situation is unwilling to make adequate provisions, we may raise legal action to recover the tenancy.

Where the reason for imprisonment is connected to the tenant's conduct of their tenancy it is likely that WGHC will raise legal action to recover the tenancy. Where other persons remain in a property following the imprisonment of a tenant, WGHC will consider such cases according to individual circumstances.

10.13 By conversion to a Short Scottish Secure Tenancy

If an antisocial behaviour order has been made against a WGHC tenant, or anyone living with the tenant we may serve a notice converting the tenancy to a Short Scottish Secure Tenancy (SSST). In every case, WGHC will offer support to the tenant to help them maintain their tenancy and convert it back to a full Scottish Secure Tenancy.

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When seeking to bring an SSST to an end WGHC will serve the tenant with a notice to quit which will expire on the termination date of the Short Scottish Secure Agreement. The notice to quit will be served at least 40 days before the termination date.

The notice has the effect of ending the SSST and prevents the tenancy under the Short Scottish Agreement from automatically renewing. If the tenant does not vacate the property by the termination date WGHC will seek a court order for repossession.

Where WGHC believes there has been a breach of the Short Scottish Secure Tenancy Agreement we may apply for a court order to repossess the property under Section 14 of the Housing (Scotland) Act 2001.

This application must first be approved by the Committee of Management or a delegated Sub-Committee. Repossession action can only be raised on one or more of the grounds detailed in Schedule 2 of the Act and summarised in the Short Scottish Secure Tenancy Agreement. Before WGHC raises the action written notice will be given to the tenant, the joint tenant and any other member of the household over 16 years of age.

11.0 SUCCESSION

11.1 Principles

Succession to a Scottish Secure tenancy is covered by Section 7 of the Scottish Secure Tenancy Agreement). Succession means a person, who is a qualifying person may inherit the tenancy on the death of the tenant.

The prospective successor must complete a WGHC Succession Application Form.

A Scottish Secure Tenancy can only be succeeded to twice. If a tenancy has been inherited twice, the third death will normally end the tenancy. This will not happen if there is a surviving joint tenant whose Scottish Secure Tenancy will continue. The Housing (Scotland) Act 2001 does not give the right to appeal to the sheriff court if we refuse an application for succession. The applicant, however, may use WGHC's own internal appeals system.

A person who would have succeeded the tenancy but cannot because the second round of succession has passed, can remain in the house for six months after the last death. In this instance the tenancy will not be a Scottish Secure Tenancy and the occupier will remain responsible for all rent and service charge payments during the period of occupation.

Where an applicant does not qualify to succeed the tenancy, WGHC will advise the applicant in writing and give the reasons for refusal and request vacant possession of the property. WGHC will take a sympathetic approach in such instances, however, a persistent refusal to vacate the property may result in WGHC raising legal action for removal.

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11.2 Conditions of Succession

WGHC will grant a succession providing the following conditions are met:

- ❖ The tenant has died
- ❖ The successor must be a qualifying person as stated in the Section 22 and Schedule 3 of the Housing (Scotland) Act 2001
- ❖ There have not already been two successions to the same tenancy. If a tenancy has been inherited twice, the third death will normally end the tenancy. This will not happen if there is a surviving joint tenant whose Scottish Secure Tenancy will continue.
- ❖ The successor has been approved membership of WGHC

Where the above conditions have been met, WGHC will not issue a new Scottish Secure Tenancy Agreement but provide a copy of the succeeded agreement together with a Confirmation of Succession of Tenancy Form.

11.3 Specially Adapted Properties

If a house or flat has been designed or adapted for someone with special needs, it can only be passed on to a husband, wife, civil partner, joint tenant or partner. It cannot be passed to members of their family or carers unless they have special needs. If they do not have special needs, they have the right to be offered another suitable home.

If WGHC does not have another suitable property and it is unlikely one will become available in the foreseeable future, we will offer practical assistance to the household member in finding another home with a different landlord; including helping the household member complete an Edindex application form and requesting a silver or gold priority be awarded to the applicant through the Edindex Officer Panel.

If WGHC are able to secure an alternative suitable home for the household member and they unreasonably refuse an offer of housing, WGHC may withdraw assistance and consider raising legal action for removal. Suitability of alternative accommodation is determined by reference to Part 2 of schedule 2 of the Housing (Scotland) Act 2001 which states that regard is to be had to:

- ❖ proximity to the place of work (including attendance at an educational institution)
- ❖ extent of the accommodation required by the tenant
- ❖ character of the accommodation offered compared to the tenant's existing home
- ❖ the terms on which the accommodation is offered compared with the terms of the tenant's existing tenancy
- ❖ if any furniture was provided by the landlord for use under the existing tenancy and whether comparable furniture is to be provided for use under the new tenancy
- ❖ any special needs of the tenant or tenant's family

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11.4 Succession: Additional Information

A Scottish Secure Tenancy cannot be willed.

- A) By law, if more than one person qualifies for the tenancy, they have four weeks from the date of death (or the date we tell them they may qualify, if this is later) to decide between themselves who will take over. If they do not reach a decision within this timescale, we will decide for them. Our decision will be final.
- B) If someone living in the tenancy qualifies to take over the tenancy but chooses not to, they must give us four weeks' notice in writing and leave the home within three months. They will be liable for all rent and service charge payments during the period of occupation.

12.0 HOUSING OPTIONS ADVICE

In accordance with Outcomes 7, 8 and 9 of the Scottish Social Housing Charter, we will:

- ❖ provide quality information and advice on how to apply for housing with both WGHC and our (Common Housing Register) partner landlords. Booklets will be made available in our Reception area and information published on our website.
- ❖ signpost and refer individuals to external agencies to enable them to make informed choices about their housing; this includes the local authority Housing Options Team.
- ❖ Inform WGHC tenants of the housing options available to them, including internal transfers and mutual exchanges. This information will be published regularly in our tenant newsletters.
- ❖ ensure that people at risk of losing their homes get advice on preventing homelessness.

13.0 AUTHORITY

13.1 Principles

WGHC has a clear delegation of responsibility and authority to ensure effectiveness, consistency and fairness in managing our tenancies.

Legal action will only be considered as a last resort. If discussions or support actions with a tenant fail to resolve a breach of tenancy or address their standards or behaviour then legal action will be considered. If a breach of tenancy seriously affects the safety and wellbeing of other tenants WGHC may consider raising immediate legal action.

The schedule of authority below sets out who may take actions relating to this policy. Where authority lies with staff the lowest level having authority is shown i.e. more senior staff also have authority. In the absence of the CEO/COO the COO has acting authority. The Housing Manager can raise a recommendation to seek approval from the CEO/COO/COO.

Where a decision is to be made by Committee or delegated subcommittee, any committee member who is aware of the identity of the tenant involved will absent themselves when the case is discussed and will take no part in the decision. If the committee or subcommittee would thereby be rendered inquorate the decision may be taken by the CEO/COO.

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13.2 Schedule of Authority

Action	Authority	Notes
Informal action	Assistant Housing Officer	to resolve minor incidents of antisocial behaviour.
Referrals to external agencies	Assistant Housing Officer	to resolve minor incidents of antisocial behaviour.
Pre Action Requirement Form	Housing Admin Assistant/AHO or HO	Must be signed off once completed by the Housing Manager
Written warnings	Housing Officer or Assistant Housing Officer (if AHO then must be countersigned or approved by Housing Manager or higher)	
Withdrawal of permission	Housing Officer or Assistant Housing Officer (if AHO then must be countersigned/approved by Housing Manager or higher)	Notify the COO/CEO.
Warning Letters from Solicitors	Housing Officer or Assistant Housing Officer (if AHO then must be countersigned/approved by Housing Manager or higher)	Prior to initiating legal proceedings WGHC may choose to first instruct our solicitors to issue warning letters to tenants who are in breach of their tenancy agreement. WGHC will examine both the nature and/or frequency of the breach to determine if this pre-action step is appropriate.
Notice of Proceedings for Recovery of Possession Authorisation Form and preparation of NOP	Housing Officer or Assistant Housing Officer (if AHO then must be countersigned/approved by Housing Manager or higher)	The Housing Officer may complete the NOP Authorisation Form and draft NOP. The grounds on which legal action can be raised are stated in Section 16 and Schedule 2, Part 1 of the Housing (Scotland) Act 2001 and are summarised in the WGHC Scottish Secure Tenancy Agreement. A senior staff member must sign the authorisation of the NOP Form. The Housing Officer can sign the NOP itself as long as the authorisation has been signed off by the Senior Staff Member. It is standard practice for WGHC to use Sheriff Officers to serve a Notice of Proceedings. In all cases both the COO and CEO should be notified if a NOP is to be served, and also once it has been served.

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Action	Authority	Notes
Antisocial Behaviour Order	CEO/COO	COO or CEO must seek Committee approval given costs involved.
Small claims action for recovery of debt	Housing Officer (or AHO) and Housing Manager following discussion and approval from the CEO/COO.	COO or CEO must give approval.
seek an interdict or specific implement	Housing Officer (or AHO) or Housing Manager following discussion with the CEO/COO	COO or CEO must give approval.
Raising Legal Action	The Housing Officer (or AHO) or Housing Manager will discuss action with the CEO/COO before raising the instruction.	COO or CEO must give approval.
Going to Proof or Move for Decree	Housing Officer/Housing Manager following discussion with the CEO/COO	COO or CEO must give approval.
Instruction to sist, continue or dismiss rent arrears court actions	The Housing Officer or Housing Manager will discuss action with the CEO/COO before raising the instruction.	COO or CEO must give approval.
Recover legal costs in arrears cases	CEO/COO	WGHC will not normally ask for costs but may opt to do so if the tenant clearly has funds and had wilfully withheld rent payment for no justifiable reason.
Enforce an eviction order	CEO/COO	
Instruction to sist, continue or discontinue for all non-rent arrears cases	Housing Officer (or AHO) or Housing Manager following discussion with the CEO/COO	COO or CEO must give approval.

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Action	Authority	Notes
Eviction Action on the grounds of Antisocial Behaviour or other Grounds (other than rent arrears)	Committee of Management	There is a higher risk of these types of cases going to proof and the legal costs involved can be unpredictable and significant. Due to the financial risk Committee will be presented with the estimate of legal costs and any other relevant information which may affect the outcome of the case. The anonymity of all involved parties will be protected.
Conversion to a Short Scottish Secure Tenancy	Housing Officer (or AHO) or Housing Manager following discussion with the CEO/COO	COO or CEO must give approval.
Other Legal Actions	Committee of Management	

14.0 DECISION REVIEW AND APPEALS

14.1 Decision Review

If a tenant or other customer expresses dissatisfaction with a decision whether verbally or in writing staff may first take the opportunity to review the decision or action and resolve the matter informally.

The line manager of the original decision maker will take responsibility for the review. If the matter cannot be resolved informally and the customer still wishes to appeal the decision, then the formal procedure will apply.

14.2 Appeals: principles

If a tenant disagrees with a decision we have made in accordance with this policy, they have the right to appeal that decision. We will advise tenants at the time of our decision of their right to make an appeal. All appeals should be made in writing. The outcome of an appeal will be given in writing.

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14.3 Appealing a decision

The Committee of Management or Sub-Committee with delegated authority will consider appeals against decisions made by staff.

The Committee of Management will consider appeals against decisions made by a delegated subcommittee.

Written appeals will be considered concerning the following:

- ❖ allocations (including mutual exchanges);
- ❖ pets;
- ❖ parking;
- ❖ succession;
- ❖ changes to the tenancy;
- ❖ requests to keep two WGHC tenancies running simultaneously during the period of an internal transfer;
- ❖ running a business from the tenancy;
- ❖ internal transfer application assessments;
- ❖ any proposed enforcement or remedial action;
- ❖ recharges;
- ❖ warnings for breach of tenancy;
- ❖ the outcome of a neighbour dispute or antisocial behaviour case (e.g. WGHC deciding not to take any action);
- ❖ Notice of Proceedings for Recovery of the Tenancy;
- ❖ Any other decision taken in accordance with this policy, except where the decision is to raise legal action. In such cases, the tenant has the right to defend any legal action raised against them as part of the judicial process.

15.0 COMPLAINTS

If anyone wishes to complain about how they were treated or that this policy has not been adhered to, they should refer to WGHC Complaints Policy. Copies are available from the office or on the WGHC website.

16.0 MONITORING

WGHC will monitor and report the following to the appropriate committee on a quarterly basis:

- ❖ the number of abandonments;
- ❖ the average time to re-let;
- ❖ the level of arrears ;
- ❖ the type and number of reports received concerning neighbour disputes and antisocial behaviour incidents ;
- ❖ the number of cases where court action to recover a tenancy was taken;
- ❖ the number of tenancies given or converted to Short Scottish Secure Tenancies.

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APPENDIX 1 = WGHC Lettable Standard

Introduction

When undertaking the re-let of an empty WGHC property, WGHC are required to ensure that each property is brought up to a standard and condition which is suitable for let. Within this document WGHC sets out and defines the minimum standards required during our re-let process.

WGHC has a varied stock asset base, WGHC properties are let to tenants in relation to a number of different types of tenancy or need. This document defines the requisite standard expected based on the tenure type.

Lettable Standards

The purpose of our Lettable Standard is to clearly set out the expectations and standards in relation to the condition of void properties at the point of being let to prospective tenants.

Void works are undertaken to meet this standard but are not used to undertake upgrade works to properties or other major repairs, unless by prior agreement or where these works are necessary to achieve the Lettable Standard.

The Lettable Standard should ensure that the property is safe and in an acceptable condition, lettable works aim to ensure that the shortest possible void times are achieved, where additional works are required the impact on re-let times must always be considered. WGHC has a Minimum Lettable Standard for all properties.

Minimum Lettable Standard

All properties will be wind and watertight, safe and secure.

Any additional works required to meet the Scottish Housing Quality Standard (SHQS) or the Energy Efficiency Standard for Social Housing (ESSH) will be logged and work will be programmed accordingly out with the void period, unless these works are required to ensure the property meets the conditions outlined above.

All properties shall be brought up to the following minimum standard set out below:

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Property Safety

Safety	
Item	Minimum Requirement
01	Where identified at void inspection or where information has been provided that the property has a risk of 'SHARPS' or other contamination and hygiene risks then the appropriate clearance works shall be instructed prior to any void works commencing.
02	Where identified at void inspection stage or where information has been provided that the property has a live pest infestation, treatment works shall be immediately instructed prior to any further inspections or works commencing.
03	Where the property has a gas appliance, a Landlord Gas Safety check shall be undertaken. Where remedial works are identified reasonably practicable items should be rectified prior to re-let.
04	Where gas appliances exist which are not owned by WGHC, these shall be removed and the areas made good e.g. gas feature fires
05	All properties shall receive an Electrical Installation Condition Report (EICR), where observation codes C1 & C2 are identified, these should be rectified as part of the void works. Where C3 items are identified, these should be undertaken where reasonably practicable within the void timescales.
06	All smoke, heat and carbon monoxide (CO) alarms shall be inspected, cleaned and tested to ensure their correct function. Detector replacement dates should be checked, where these are due to expire within a 6 month period, new detectors should be supplied. Detector expiry dates should be included on contractors inspection/certificate paperwork; All properties should comply with the following requirements: All detectors should be radio frequency interlinked with a 10 year lithium-ion battery back-up, all detectors shall be mains powered where practical (battery detectors shall be considered where required to minimise disruption to decoration or due to other existing physical property attributes, battery detectors require to be 10 year lithium-ion models and radio frequency interlinked); One smoke alarm installed in the room most frequently used for general daytime living purposes; One smoke alarm in every circulation space on each storey, such as hallways and landings; One heat alarm installed in every kitchen; A CO detector fitted where there is a carbon-fuelled appliance (such as boilers, fires (including open fires), heaters and stoves) or a flue;

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	CO detectors should be located between 1-3m horizontal distance from the CO source, wall mounted should higher than any window or door but still at least 150mm from the ceiling, and; If ceiling mounted, the detector should be 300mm from any wall or light fitting; (further guidance on the siting of detectors should be sought from the detector manufacturer) Where current installation do not comply with this standard, upgrades should meet the standard/specification set by the Asset Management Team.
07	All windows and doors shall be inspected and serviced to ensure correct operation, all windows shall be provided with window safety devices which restrict the windows opening function. Window hinges, fixings and catches should be in place, and in good working order and free from distortion, windows should be easy to open/close and eased and adjusted where necessary, cracked panes and failed sealed units should be replaced Where not present, a window key shall be provided for each lockable window.
08	All landlord fixtures and fitting shall be inspected to ensure correct installation and where relevant securely fixed.
09	Where appliances/white goods supplied/owned by WGHC are present within a property, these shall receive a Portable Appliance Test (PAT). All other appliances / white goods shall be removed and disposed.
10	Where a property contains a cold water storage tank, WGHCs water hygiene contractor shall be instructed to undertake a tank inspection, including cleaning and disinfection when required.
11	Where asbestos management information is insufficient, asbestos checks will be carried out, if deemed necessary remedial works will be instructed prior to the void contractor taking possession or where required included in the main void scope of works. Where the level of void works are considered disruptive, an asbestos refurbishment and demolition survey shall be undertaken, a copy provided to contractor, and remedial work undertaken as required. Details will be recorded in the asbestos register.

Cleanliness

Cleanliness	
Item	Minimum Requirement
01	Any rubbish, furniture, light shades, etc. left behind by the previous tenant will be removed. Loft areas will also be cleared where these form part of the individual property, i.e. not common lofts. Outgoing tenants will be recharged for this work where appropriate.
02	All cupboards, kitchen units and fitments will be cleared and washed down with disinfectant.
03	All white goods shall be cleaned and/or replaced
04	All skirting, door facings, doors, windowsills and frames will be washed down with disinfectant.
05	All sanitary ware will be washed down with disinfectant, shower heads shall be replaced and any shower cubicles washed down. Toilet Seats shall be replaced.
06	All floor-coverings will be cleared and floorboards/floors swept, where required floors shall be washed down with disinfectant. Damaged/heavy soiled floorboards will be replaced where required.

Electrical

Electrical	
Item	Minimum Requirement
01	Any obsolete wiring or electrical equipment will be removed and any resulting damage to walls or ceilings repaired and made good.
02	Electrical doorbells / exterior lights shall be inspected for correct function.
03	Where a controlled entry system is installed, this should be inspected/tested to ensure correct function.
04	Where a communal TV system is installed, aerial points within properties shall be visually inspected for damage. Communal TV aerial points should be provided in the living room. Where no communal TV system exists, but previous tenant has installed individual aerials/satellites, these shall be left in place (unless in poor condition) and remain the responsibility of the tenant.
05	Any surface mounted cables shall be pinned, for example controlled entry or telephone cables;
06	All electrical sockets, switches and other accessories shall be inspected and replaced where damaged, cracked, loose or painted;

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07	Pendant light fittings and energy efficient light bulb shall be installed in all rooms, where kitchens contain fluorescent tube light fittings, these shall be replaced with either a pendant or batten holder. Bathrooms should be provided with the appropriate IP rated fixture based on the location of fitting in relation to showers and baths.
	Zone 0 - The interior of the bathtub or shower basin. Zone 1 - Area immediately above bath or shower tray. Zone 2 - Within 0.6m of the outside edge of the bath or shower. Zone 3 - Anywhere outside Zones 0, 1 and 2 Zone 0 - IP67 Zone 1 - IP65 Zone 2 - IP44 Zone 3 - No specific IP Rating required Down lighters/spotlights shall be removed and ceilings made good where practicable to do so or where identified as non-complaint under the EICR.

Energy Efficiency

Energy Efficiency Works	
Item	Minimum Requirement
01	Energy efficient light bulbs will be supplied and fitted to every light pendant/batten holder as appropriate – after a void property has been allocated the replacement of light bulbs internally or externally will be the tenant's responsibility, except where these are enclosed fittings;
02	Houses or top floor flats should have loft spaces inspected (subject to construction type, i.e. exclude high-rise/non-traditional construction types). Where insulation levels are below 300mm, a loft insulation top up should be provided.

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03	Each property requires a current Energy Performance Certificate (EPC) prior to let, the EPC register should be consulted and where required a new EPC instructed. Each property at void handover shall have a hard copy EPC displayed within the properties utility cupboard. EPCs remain valid for a period of 10 years from the data of the current certificate. Where the current EPC falls below the minimum standards set out in EESSH, consultation with the Asset Management Team should be undertaken to identify any additional works which maybe consider during the void works. A new or updated EPC should be instructed only once all energy efficiency void works have been completed.
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Kitchen

	Kitchen
Item	Minimum Requirement
01	Where reasonably practicable the kitchen must have at least 1m³ of food storage space either in the kitchen itself or immediately adjacent to the kitchen e.g. in a pantry. Where this standard is not met, but the kitchen units are in fair/satisfactory condition, no works will be undertaken but details shall be passed to the Asset Management Team.
02	A fully functional kitchen will be provided with an appropriate number of units and worktops for the property type and size. Spaces for white goods shall be provided: Cooker, Fridge/Freezer. Washing Machine
03	All kitchens will include a cooker connection point and gas connection point if live gas connection within the property and kitchen has openable window. A gas cooker connection point shall not be provided where an openable window is not present.
04	Gas meters and cooker connections within mid-rise properties shall be fitted with a gas flame supervision device
05	All kitchens will have adequate ventilation provided, either through natural means or mechanical extract where practical.
06	All kitchens will include washing machine connection points.

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07	All taps should be lever, free of leaks, easy to turn, marked hot and cold and all sinks should be supplied with a plug and chain.
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Joinery

Joinery	
Item	Minimum Requirement
01	All internal pass doors will be functioning and undamaged, lock engage with keeper;
02	Any new pass doors fitted within the void property will be solid core FD30 specification;
03	All external entrance doors will be secure, functioning and undamaged;
04	Kitchen doors/rooms with cooking facilities shall be provided with concealed door closer and intumescent seals;
05	Lock change shall be undertaken to external door/doors;
06	All door facings and skirting boards will be serviceable;
07	A secure handrail will be fitted where there is an internal flight of stairs with more than three steps:
08	All floorboards will be secure and serviceable;
09	Where the property includes built in wardrobes, these should include a clothes rail and shelf above where space permits. Mirror doors shall be checked for relevant safety glass, if non complaint these shall be removed and an alternative provided. Door tracks and runner shall be operable, eased and adjusted where required.

Plumbing

Plumbing	
Item	Minimum Requirement
01	All plumbing will be functioning and serviceable.
02	All disused/dead leg pipes will be removed and any resulting damage to walls/floors repaired.
03	All visible pipe work shall be inspected to identify any leaks;
04	All visible pipe work shall be inspected to check for the presence of lead, where identified the necessary works to remove and replace should be instructed;
06	Water systems will be drained down during the winter months (usually 1 November to 31 March) when there is a risk of severe frost. Water supplies will be reinstated when a new tenant moves in.

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07	Radiator condition shall be checked, where damaged or excessively corroded radiators are identified, replacements shall be undertaken
08	Where radiators have been provided with Thermostatic Radiator Valves (TRV), these shall be replaced were inoperable or damaged.

Bathing/Sanitary Facilities

Bathing/Sanitary Facilities	
Item	Minimum Requirement
01	All sanitary ware will be fully functioning and serviceable.
02	All sanitary ware will be free from holes or cracks that may cause water leakage or injury.
03	Toilet seats shall be replaced
04	All thermostatic mixer or electrical showers shall be inspected and tested to ensure these are functioning correctly.
05	All taps should be lever type, free of leaks, easy to turn, marked hot and cold and all sinks/baths should be supplied with a plug and chain.
06	Where wet floor installations or level access showers have been previously installed for tenants who may require such an adaptation, we will endeavour to allocate the house to a suitable tenant that would benefit from such installations. Where this has been exhausted by the housing officer and there are no suitable tenants on the waiting list, then. The Maintenance Officer will assess the condition and age of the installation on its merits and determine whether it would be feasible and more cost effective to install a replacement bathroom suite as an alternative option, in order to let the property or allow the incoming tenant an option to change the installation subject to an alteration approval.
07	A weighted shower curtain will be provided, unless the property already has a shower screen or cubicle;
08	There will be sufficient ceramic tiling or 'wet wall' to prevent damage to walls;
09	All bathrooms will have adequate ventilation provided, either through natural means or mechanical extract where practical.

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Plasterwork And Decoration

Plasterwork & Decoration	
Item	Minimum Requirement
01	Obvious defects with plasterwork will be repaired.
02	Any polystyrene ceiling tiles and coving should be removed, and the ceiling/walls made good for redecoration
03	Wallpaper that has been marked by graffiti, is badly damaged or highly soiled will be removed.
04	Walls and ceiling that have been marked by graffiti, are badly damaged or highly soiled, will be painted with emulsion.
05	Where none of the above applies but the decoration is not of an acceptable standard to allow the property to be let timeously, an appropriate decoration vouchers will be awarded in line with agreed procedures.
06	Where none of the above applies but the decoration is not of an acceptable standard to allow the property to be let timeously, redecoration works shall be undertaken to bring the property to a lettable standard;

Rot, Dampness and / or Condensation

Rot, dampness, condensation, etc.	
Item	Minimum Requirement
01	All reasonable steps will be taken to identify and remedy dry rot, wet rot, rising or penetrating damp, condensation, etc.
02	Localised areas of mould will be washed down and treated with a suitable mould treatment.

Individual Gardens/Drying Areas

Individual Gardens, drying areas, where expressly linked to tenancy	
Item	Minimum Requirement
01	Any debris and rubbish in garden areas will be removed. Outgoing tenants will be recharged for this work where appropriate.
02	Drying facilities will be provided, where possible. (e.g. clothes poles or rotary driers) and will be functioning. Not within Forth Quarter Flats
03	Grassed areas and hedges will receive a first cut if necessary.
04	Fencing will be inspected and repaired or replaced as appropriate.
05	Any huts, garages, outhouses removed, and the ground levelled where necessary. Outgoing tenants will be recharged for this work where appropriate.
06	Each property will have a bin for refuse collection.

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APPENDIX 2 = RSL Decant Guidance

On occasions, RSLs decant tenants for periods where essential repairs are carried out to the tenancy address. This guidance is designed to encourage a consistent approach by RSLs in terms of charging rent and by CEC in terms of charging Council Tax and paying HB/CTR.

Generally, in a decant situation, the tenant will be moved to another property with the same RSL. In this situation the RSL should continue to charge rent and CEC will continue to levy CT at the tenancy address.

Whilst Regulation 7(4) of the HB Regs 2006 indicates that CT should be levied at the occupied property, CEC's local guidance allows for an exemption to be applied to the decant property to keep the rent/HB and CT/CTR at the tenancy address, to simplify administration. In this situation the RSL should not charge rent for the decant property and apply for a CT exemption.

Where the tenant is decanted to a property owned by another RSL, CEC or a private landlord/hotel/B&B the same guidance (as above) applies. The RSL will pay the other landlord for the rental of the decant property and if appropriate a CT exemption will be applied to one of the properties.

If the tenant is able to secure accommodation with family or friends the RSL could cease charging rent for the tenancy address and CEC will withdraw HB.

Similarly, a CT exemption should be applied for. However, as decant procedures are applied to all tenants, including non-HB claimants, the RSL is entitled to continue charging rent and HB can be paid under temporary absence rules.

In this situation the RSL may compensate the tenant for the property being unavailable. This does not affect HB as the rent liability remains and a CT exemption can be applied for.

When a decant situation arises, whether planned or in an emergency, the RSL should complete the pro-forma overleaf and send to CEC. RSLs must also notify CEC when a decant ends.

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Notification of Decant

From: (Landlord) Date: Contact name: Contact number: Contact e-mail:	
Tenant Name: Tenant Address: HB reference: Reason for decant:	
Decant address: Decant rent (if different from tenancy rent) Start date of decant: Decant Landlord:	
Rent and Council Tax will be charged, and HB and CTB paid, in accordance with the guidelines included in the Edinburgh CEC RSL manual, chapter 17. This form should be e-mailed to incomeandbenefits@edinburgh.gov.uk The RSL is reminded that they must notify CEC as soon as the decant ends.	
Additional Information:	