



Tenancy Management Policy

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1 Introduction

- 1.1. Our vision is a Scotland where people of all ages are respected, can make their own choices, and lead independent and fulfilling lives.
- 1.2. Our mission is to improve the quality of life of older people by offering a diverse range of housing, care, and other services.
- 1.3. Our policy embodies our values, which are:

Honesty	Equality and Diversity	Ambition	
Dignity	Integrity	Caring	Kindness
- 1.4. We will manage homes in accordance with legal provisions and contractual terms contained within their tenancy agreements and best practice guidelines.

2. Policy Outcomes

- 2.1. The purpose of this policy is to:
 - Provide clarity on our approach to tenancy management for our customers, colleagues, and Board members
 - This policy outlines our approach to managing changes to tenancy in respect of:
 - Scottish Secure Tenancy
 - Short Scottish Secure Tenancy
 - Termination of Tenancy
 - Mutual Exchange
 - Joint tenancy changes
 - Assignment
 - Succession to tenancy
 - Sub-let
 - Permission to reside / Lodger

3. Equality and Diversity

- 3.1. When carrying out this policy we will adhere to our Equality and Diversity Policy which aims to promote diversity, fairness, social justice, and equality of opportunity.
- 3.2. The Equality Impact Assessment for this policy is included in Appendix 1. A summary of the actions we have taken as a result of this include:

Publish a large print version
Translation and interpretation message on the back cover
Easy to read version for people with learning disability or impairment

4. Scottish Secure Tenancy (SST)

- 4.1. Most of our applicants will be offered / or will have a Scottish Secure Tenancy (SST) agreement.
- 4.2. Other tenants may be offered a Short Scottish Secure Tenancy – see [Section 5](#).
- 4.3. The tenancy agreement sets out our responsibilities as a landlord and tenants' obligations.
- 4.4. We can only vary the terms of the tenancy agreement in consultation with all tenants affected.



5. Short Scottish Secure Tenancy (SSST)

- 5.1. A Short Scottish Secure (SSST) has limited security of tenure and no succession rights. It can only be applied/offered in certain circumstances.
- 5.2. The tenancy lasts for a specified period, of at least twelve months, which can be terminated as soon as it reaches the end.
- 5.3. We will serve a notice on the prospective tenant to advise if their tenancy will be a SSST before any agreement is signed.
- 5.4. Two types of SSST can be offered:
- SSST (Antisocial behaviour related grounds) offered for a period of at least six months
 - SSST (Grounds unrelated to antisocial behaviour)
- 5.5. Tenants with a Short Scottish Secure Tenancy:
- Only have security of tenure (the right to live in the house) for the period of the tenancy
 - Do not have certain statutory rights like sub-letting the home, or on death, for anyone to take over the tenancy.
- 5.6. We may grant a SSST where there has been a history of anti-social conduct on the part of the tenant or a member of their household, or where we want to grant a temporary let, for instance, while someone needs somewhere to stay while their home is adapted.
- 5.7. Full details of how we manage Short Scottish Secure Tenancies (SSSTs) are set out in a separate policy.

6. Termination of Tenancy

- 6.1. There are **six** ways a SST can be terminated

Exhibit 1 Six Methods of Tenancy Termination

Four Weeks Notice <ul style="list-style-type: none">• Given by tenant to us	Written Agreement <ul style="list-style-type: none">• Between us and tenant	Conversion to SSST <ul style="list-style-type: none">• Where an anti-social behaviour order has been granted against the tenant or someone in their household
Death of a tenant <ul style="list-style-type: none">• Where a qualifying person succeeds to a tenancy on the death of a previous tenant	Abandonment <ul style="list-style-type: none">• Where notice has been served	Court Order <ul style="list-style-type: none">• Where we have successfully brought action under one of the grounds for possession

- 6.2. Tenants who are temporarily accommodated in another house because their house is not available for occupation have their security of tenure protected.
- 6.3. We will not bring any tenancy to an end in any way other than those stated in 6.1.



7. Mutual Exchange

- 7.1. Scottish secure tenants have a legal right to exchange their tenancy with other Scottish secure tenants. This applies also where tenants are tenants of different landlords, including council tenants but not private landlords.
- 7.2. There is no definitive list of grounds for refusing consent. Each case requires to be assessed on its own merits.
- 7.3. Specific reasons mentioned in the Housing (Scotland) 2001 Act where it is deemed reasonable to refuse consent, are detailed in Exhibit 2. There is no legal definition of 'reasonableness' and each case must be assessed on its own merits.
- 7.4. Other reasons may exist for refusing exchange applications, for instance, the new tenant is unable to meet the terms of the tenancy such as payment of rent.
- 7.5. We will notify applicants in writing of our decision within 28 days of receiving their application. Where consent has been refused, we will advise the applicant of the reason(s) for refusing consent.
- 7.6. If we have not made a decision within 28 days of receiving the application, we will have deemed to have consented to the same under and in terms of Schedule 5, Part 2, Para 12 of the Housing (Scotland) act 2001 Act.
- 7.7. Tenants have the legal right to appeal the decision through the Sheriff Court. If they wish to do so they should contact their solicitor or local advice centre, for example, the Citizens Advice Bureau.

Mutual Exchange Procedure

- 7.8. Refer to Managing Tenancy Protocols – Mutual Exchange Procedures for more information and details of template letters and forms that should be used. This can be found on Grapevine and the Bield website.



Exhibit 2 Reasons to refuse a mutual exchange

Notice of Proceedings has been served	<ul style="list-style-type: none">• It is reasonable to refuse consent where we have served a Notice of Proceedings and we are considering raising court action for recovery of possession. Area Managers must check the details of each case. A Notice may be in force, for example, a breach that has been remedied or repayment of rent outstanding. In such cases, the Area Manager should withdraw the Notice and proceed with the exchange request accordingly.
Order for recovery of possession	<ul style="list-style-type: none">• Where we have been granted an order for recovery of possession, no exchange request should be granted as we will be seeking to evict the tenant(s) by the date specified in the extract decree.
Tied Accommodation	<ul style="list-style-type: none">• Where the tenant occupies accommodation as part of their contract of employment, exchange requests should be refused, as this would have adverse effects up on the tenants ability to fulfil work duties.
Housing designed / adapted for persons with special needs	<ul style="list-style-type: none">• This provision is to ensure that accommodation provided for people with special needs continues to be reserved for this purpose It is important to note that the 2014 Act does not specify that it must be the tenant who has special needs. For example, the house could have been adapted for a member of the tenant's family with special needs such as a wheelchair user. When considering requests, it is necessary to check if any member of the incoming tenant's household may have the special needs requiring such accommodation.
Substantially larger accommodation	<ul style="list-style-type: none">• The legislation empowers landlords to refuse applications where, as a result of the exchange, the accommodation being taken up would be substantially larger than that required by the tenant and the tenant's family. There is no definition of substantially larger and each case must be assessed on its merits. For example, a single person wishing to exchange into a 3 or 4 bedroom property would probably satisfy this criteria.
Accommodation unsuitable to tenants' (and tenants' family) needs	<ul style="list-style-type: none">• This is not defined in statute and Area Managers must assess each case on its merits. In carrying out any assessment, Area Managers should consider medical and other factors.
Medical Factors	<ul style="list-style-type: none">• The house may not be suitable because of its location, for example, a member of the incoming tenant's household has serious medical problems or is unable to manage stairs.



8. Joint Tenancy

- 8.1. We will ensure that joint tenancy applications are processed in accordance with legal provisions; contractual terms contained within the tenancy agreement and best practice guidelines.
- 8.2. Legal provisions exist that govern the right to a joint tenancy, Housing (Scotland) Act 2001, Section 11 as amended by the Housing (Scotland) Act 2014.
- 8.3. We will permit a joint tenancy to be created at the commencement of a tenancy between any two persons who were joint housing applicants.
- 8.4. Where an application is made for the creation of a joint tenancy after the commencement of a tenancy, the existing tenant must apply using the relevant Joint Tenancy Application Form either online or by completing a paper version of the form, providing relevant additional information at the time of applying for permission.
- 8.5. In accordance with 5.2 Section 12 (1) of the Housing (Scotland) Act 2014 the proposed joint tenant must have lived at the property as their only or principal home for the 12 months before the tenant applies for them to become a joint tenant and the tenant, or any one of the joint tenants, and the person who has moved in must have notified us that the person has moved in and that the property is the person's only or principal home.
- 8.6. The 12-month qualifying period does not begin until we have been notified and have given consent for the person to reside. Any period before we have notified or given consent will not count as part of the 12-month qualifying period. The 12-month qualifying period applies to everyone including the tenant's spouse, civil partner, or cohabiting partner.
- 8.7. Reasons for which an application for a joint tenancy may be refused are not exhaustive, some of the grounds where an application may be refused are:
 - A Notice of Recovery of Possession has been served on the tenant on any of the 'conduct grounds' set out in paragraphs 1 – 7 of Schedule 2 of the Housing (Scotland) Act 2001.
 - An Order for Recovery of Possession has been made against the tenant.
 - A payment has been received by the tenant, in cash or kind, in consideration of the joint tenancy request
 - We intend to carry out substantial work on the property
 - There is damage or disrepair to the property caused by the tenant, a member of the household, or a visitor to the property.
 - The tenant or prospective joint tenant has outstanding debt owed to us in terms of their tenancy being either in arrears of rent, rechargeable repairs, or any other debt related to their occupancy of the property.
 - We have been given incomplete or false information about the application.
 - The house is unsuitable for the prospective joint tenant's needs.
 - The prospective tenant has demonstrated a course of anti-social behaviour or has been convicted of using a previous tenancy for illegal or immoral purposes or has an antisocial behaviour order.
 - There is any evidence of coercive control of the tenant by the applicant



- The property in question has substantial adaptations or design features that are not required by the joint tenant, or housing development or a specific property has been designated for a particular type of tenant, such as a person requiring support to sustain their tenancy.

8.8. We will notify the tenant in writing of our decision within **28 days** of receiving their application. Where consent has been refused, we will advise the applicant for the reason(s) for refusing consent.

8.9. If we have not made a decision within 28 days of receiving the application, we will be deemed to have consented to the same under and in terms of Schedule 5, Part 2, Para 12 of the Housing (Scotland) Act 2001.

8.10. When the tenant or the proposed joint tenant is within the definition of a 'relevant person', the decision to grant or refuse permission shall only be given by the relevant Operational Head of Service following receipt of an appropriate report by the Area Manager. A 'relevant person' is

- a member of staff or a family member
- a Board member or family member
- An elected person or family member

Joint Tenancy Procedure

8.11. Refer to Managing Tenancy Protocols – Joint Tenancy Procedures for more information and details of template letters and forms that should be used. This can be found on Grapevine and the Bield website.

9. Assignment

9.1. We will consider applications to assign a tenancy set out in the Housing (Scotland) Act 2001, as amended by the Housing (Scotland) Act 2014, and in our Scottish Secure Tenancy Agreement.

9.2. Before a tenant can assign the tenancy of their home to someone else, they must apply in writing to us for permission to do so and get our written consent, we will permit assignment only when:

- The house has been the tenant's only or principal home during the 12 months immediately before the tenant applies to assign their tenancy **and**;
- The person that the tenant wishes to assign their tenancy to must have lived at the property as their only principal home for the 12 months before the application to assign is made **and**;
- The tenant, joint tenant, or person they wish to assign their tenancy to must have notified the landlord that the person they wish to assign the tenancy to has been living in the house as their only principal home. The 12-month qualifying period (as above) does not commence until we have been notified and have given our consent for the person to reside.
- In the case of children in the household reaching the age of 16, who were part of the household when the property was allocated and it is their long-term or principal home, no notification is required.

9.3. The assessment of the application for permission to reside will take account of both the tenant and the proposed assignee's circumstances and in all cases, must satisfy the criteria set down in Section 32 and Part 2 of the Schedule 5 of the Housing (Scotland) Act 2001.



9.4. Reasons for which an application for an assignment may be refused are not exhaustive, some of the grounds where an application may be refused are:

- A Notice of Recovery of Possession has been served on the tenant on any of the 'conduct grounds' set out in paragraphs 1 – 7 of Schedule 2 of the Housing (Scotland) Act 2001.
- An Order for Recovery of Possession has been made against the tenant.
- A payment has been received by the tenant, in cash or kind, in consideration of the assignment request.
- We intend to carry out substantial work on the property.
- There is damage or disrepair to the property caused by the tenant, a member of the household, or a visitor to the property.
- The tenant or the prospective assignee has outstanding debt owed to us in terms of their tenancy being either arrears of rent, rechargeable repairs, or any other debt related to their occupancy of the property.
- We have been given incomplete or false information about the application.
- The house is unsuitable for the prospective assignee's needs.
- The prospective assignee has pursued a course of anti-social behaviour or has been convicted of using a previous tenancy for illegal or immoral purposes or has an anti-social behaviour order.
- The property in question has substantial adaptations or design features that are not required by the assignee, or housing development or a specific property has been designated for a particular type of tenant, such as a person requiring support to sustain their tenancy.
- Where giving the tenancy to the assignee would result in under-occupancy
- Where we would not give the assignee reasonable preference under our Allocations Policy.

9.5. We will notify the applicant in writing of our decision within **28 days** of receiving their application. Where consent has been refused, we will advise the applicant of the reason(s) for refusing consent.

9.6. If we have not made a decision within 28 days of receiving the application we have been deemed to have consented to the same under and in terms of Schedule 5, Part 2 Para 12 of the Housing (Scotland) Act 2001.

9.7. When the tenant or the proposed assignee is within the definition of a 'relevant person' the decision to grant or refuse permission shall only be given by the relevant Operational Head of Service following receipt of an appropriate report by the Area Manager.

9.8. We work in partnership with the appropriate authorities to minimise fraud and overpayment in payment of financial support with housing costs. We are required to notify the appropriate authorities of any change in circumstances that may affect their entitlement to financial support.



- 9.9. Tenants have the legal right to appeal the decision through the Sheriff Court. If they wish to do so they should contact their solicitor or local advice centre, for example, the Citizens Advice Bureau. Alternatively, we will provide further details on how to appeal.

Assignment Procedure

- 9.10. Refer to Managing Tenancy Protocols – Assignment Procedures for more information and details of template letters and forms that should be used. This can be found on Grapevine and the Bield website.

10. Succession

- 10.1. Succession happens when a tenant dies, and the tenancy goes to another eligible person who becomes the new tenant – known as the successor. Succession cannot take place unless the tenant dies.
- 10.2. To ensure succession rights are protected the tenant must have told us that the person wishing to succeed to a tenancy has moved into the property at the time they do so.
- 10.3. If there is no person to succeed the tenancy, or if every person who is qualified does not wish to succeed, the tenancy will be terminated.
- 10.4. The terms of which a tenancy can succeed are set out in Section 7 of our tenancy agreement and amended by the Housing (Scotland) Act 2014.
- 10.5. The tenancy may be inherited by one of the following persons in the following ways:

Level One – Spouse or Partner

- (a) In the case of a partner or cohabitee, they must have occupied the house as their only or principal home for at least 12 months immediately prior to the tenant's death. The 12-month period cannot begin unless we have been told the individual is living the property as their only or principal home. We must have been told by the tenant, joint tenant, or the person who wishes to succeed to the tenancy
- (b) A partner or cohabitee is a person living with the tenant as husband and wife or in a relationship with the tenant which has the characteristics of a relationship between husband and wife except that the persons are of the same sex.
- (c) We must have been notified of and have given consent to the proposed successor's residency.
- (d) The 12-month period cannot begin unless we have been told the family member is living in the property as their only or principal home. We must have been told by the tenant, joint tenant, or the person who wishes to succeed to the tenancy.
- (e) If more than one person qualifies for the tenancy as a Level One successor they should, in the first instance, decide among themselves who will become the tenant. If they cannot agree, we will decide who will become the tenant.

Level Two - Members of the tenant's family

- Are at least 16 years of age at the date of the tenant's death **and**
 - The house was their only or principal home at the date of death of the tenant and
 - had been so for a period of not less than 12 months prior to the date of death.
- (a) If more than one person qualifies to succeed the tenancy at Level Two, they should, in the first instance, decide among themselves who will become the tenant. If they cannot agree, we will decide who will become the tenant.



- (b) We must have been notified of and have given consent to the proposed successor's residency.
- (c) The 12-month period cannot begin unless we have been told the family member is living in the property as their only or principal home. We must have been told by the tenant, joint tenant, or the person who wishes to succeed to the tenancy.

Level Three – Carers

If no one qualifies at Level One or Level Two, or a qualified person at Level One or Level Two does not want to succeed to the tenancy, it may be inherited by a Level Three successor (a carer), if:

- The person is aged at least 16 at the date of death **and**;
 - The house was their only or principal home at the date of death of the tenant and had been so for a period of not less than 12 months prior to the date of death of the tenant **and**;
 - They gave up another only or principal home before the death of the tenant **and**;
 - They are providing, or has provided, care for the tenant or a member of the tenant's family.
- (a) The 12-month period cannot begin unless we have been told the individual is living in the property as their only or principal home. We must have been told that by the tenant or the carer.
 - (b) If more than one person qualifies to succeed the tenancy at Level Three, they should, in the first instance, decide among themselves who will become the tenant. If they cannot agree, we will decide who will become the tenant.
 - (c) We recognise the rights of genuine carers to succeed to a tenancy where qualifying conditions are met. We recognise 'care' as comprising 'Personal Care' as defined within Section 2 (28) of the Regulation of Care (Scotland) Act 2001 or Social Care as defined within Schedule 1 of The Community Care and Health (Scotland) Act 2002.

Adapted properties

10.6. Where the house has been designed or substantially adapted for a person with special needs:

- (a) We may allow Level One successors to remain in the house whether or not they have a need to live in a property with special design or adaptation characteristics.
- (b) If someone qualifies for the tenancy at Level Two or Level Three and does not have special needs requiring accommodation of that kind, we will terminate the tenancy and offer that person suitable alternative accommodation. Where suitable accommodation is not available, we will allow the remaining residents to remain in the property on a Short Scottish Secure Tenancy.
- (c) We may allow Level One successors to remain in the house whether or not they have a need to live in a property with special design or adaptation characteristics.
- (d) If someone qualifies for the tenancy at Level Two or Level Three and does not have special needs requiring accommodation of that kind, we will terminate the tenancy and offer that person suitable alternative accommodation. Where suitable accommodation is not available, we will allow the remaining residents to remain in the property on a Short Scottish Secure Tenancy.
- (e) If someone qualifies for the tenancy at Level Two or Level Three and does not have special needs requiring accommodation of that kind, we will terminate the tenancy



and offer that person suitable alternative accommodation. Where suitable accommodation is not available, we will allow the remaining residents to remain in the property on a Short Scottish Secure Tenancy.

- (f) If someone qualifies for the tenancy at Level Two or Level Three and does not have special needs requiring accommodation of that kind, we will terminate the tenancy and offer that person suitable alternative accommodation. Where suitable accommodation is not available, we will allow the remaining residents to remain in the property on a Short Scottish Secure Tenancy.
- (g) At a second succession, where someone qualifies at Levels One, Two, or Three and does not have special needs requiring accommodation of that kind, we will terminate the tenancy and offer that person suitable alternative accommodation. Where suitable accommodation is not available, we will allow the remaining residents to remain in the property on a Short Scottish Secure Tenancy.

Alternative accommodation

- 10.7. Where we agree to offer/provide suitable Alternative accommodation, we will offer a property in terms of Schedule 2, Part 2 of the Housing Scotland Act 2001, and consider-
- the proximity to the place of work (including attendance at an educational institution) of the tenant and members of the tenant's family, compared with the tenant's existing house,
 - the extent of the accommodation required by the tenant and the tenant's family,
 - the character of the accommodation offered compared to the tenant's existing house,
 - the terms on which the accommodation is offered to the tenant compared with the terms of the tenant's existing tenancy,
 - if any furniture was provided by the landlord for use under the existing tenancy, whether the furniture is to be provided for use under the new tenancy which is comparable in relation to the needs of the tenant and the tenant's family,
- 10.8. If someone qualifies at any level to succeed to the tenancy but does not wish to become the tenant and they confirm in writing within four weeks of the death of the tenant and leave the house within 3 months, then rent shall be charged only for the actual period of occupation.
- 10.9. We will permit a tenancy to be inherited on a maximum of two occasions under the provisions of our Scottish Secure Tenancy Agreement. If a tenancy has already been inherited twice, the third death will normally end the tenancy.
- 10.10. The tenancy will not end, however, if there is a surviving joint tenant whose Scottish Secure Tenancy will continue.
- 10.11. However, if there is still a person in the house who would otherwise qualify to inherit the tenancy under the tenancy agreement if it had not been previously succeeded on two occasions, the tenancy will continue for up to six months after the last death.
- 10.12. The tenant may be given a Short Scottish Secure Tenancy to occupy the property while alternative accommodation is secured.
- 10.13. Any offer of suitable alternative accommodation will be made following a report made to the relevant Operational Head of Service.
- 10.14. Any offer made will not be a succession but a new tenancy. Such an offer will be made in line with our Allocation Policy.
- 10.15. We will consider whether it is appropriate for that person to reside in the property. Reasons for refusal of an application to sublet are not exhaustive, some of the grounds under which an application may be refused are:



10.16. Tenants have the legal right to appeal the decision through the Sheriff Court. If they wish to do so they should contact their solicitor or local advice centre, for example, The Citizens Advice Bureau.

Succession Procedure

10.17. Refer to Managing Tenancy Protocols – Succession Procedures for more information and details of template letters and forms that should be used. This can be found on Grapevine and the Bield website.

11. Sub-Letting

11.1. We will consider an application to sub-let a tenancy where the tenant has sought our permission to do so in writing. The tenant may also be asked for relevant additional information at the time of applying for permission.

11.2. A sub-let will only be considered when the tenant has been the tenant of the property throughout the 12 months immediately before an application is made. If they were not the tenant throughout that period, the house must have been their only or principal home and the person who was the tenant at that time must have notified us that the person who is now the tenant was living there.

11.3. The 12-month qualifying period will only begin when we have permitted that person to reside. In the case of children in the household reaching the age of 16, who were part of the household when the property was allocated and it is their long-term and principal home, no further notification is required.

11.4. We will consider whether it is appropriate for that person to reside in the property. Reasons for refusal of an application to sublet are shown below. This list is not exhaustive

- A 'Notice of Recovery of Possession' has been served on the tenant on any of the 'conduct grounds' set out in paragraphs 1 -7 of Schedule 2 of the Housing (Scotland) Act 2001.
- An 'Order for Recovery of Possession' has been made against the tenant
- A payment has been received by the tenant, in cash or kind, in consideration of the sub-let that is not a reasonable rent or deposit.
- We intend to carry out substantial work on the property.
- There is damage or disrepair to the property caused by the tenant, a member of the household, or a visitor to the property.
- The tenant or prospective subtenant has outstanding debt owed to us in terms of their tenancy being either arrears of rent, rechargeable repairs, or any other debt related to their occupancy of the property.
- We have been given incomplete or false information about the application.
- The house is unsuitable for the prospective sub-tenants needs.
- The prospective sub-tenant has pursued a course of anti-social behaviour or has been convicted of using a previous tenancy for illegal or immoral purposes or has an Anti-social Behaviour Order.
- The property in question has substantial adaptations or design features that are not required by the sub-tenant, or housing development or a specific property has been designated for a particular type of tenant, such as a person requiring support to sustain their tenancy.
- The sub-letting would lead to overcrowding or under-occupancy of the property.
- We have been advised by the Local Authority Sex Offenders Liaison Officer that the proposed sub-tenant or a member of their household's, occupancy is not compatible with appropriate risk management.



- 11.5. We will notify the tenant in writing of our decision within 28 days of receiving their application. Where consent has been refused, we will advise the applicant of the reason(s) for refusing consent.
- 11.6. We work in partnership with the appropriate authorities to minimise fraud and overpayment in payment of financial support with housing costs. We are required to notify the appropriate authorities of any change in circumstances that may affect their entitlement to financial support.
- 11.7. Tenants shall retain full responsibility for any damage, unauthorised alterations, or non-standard fittings caused by a sub-tenant. We will repair only those items that present a risk to the safety of the tenant.
- 11.8. If we have not made a decision within 28 days of receiving the application we will have deemed to have consented to the same under and in terms of Schedule 5, Part 2, Para 12 of the Housing (Scotland) act 2001 Act.
- 11.9. When the tenant or the proposed sub-tenant is within the definition of a *relevant person, the decision to grant or refuse permission shall only be given by the relevant Operational Head of Service following receipt of an appropriate report by the Area Manager.
- 11.10. Tenants have the legal right to appeal the decision through the Sheriff Court. If they wish to do so they should contact their solicitor or local advice centre, for example, The Citizens Advice Bureau.

12. Permission to Reside /Lodger

- 12.1. We will consider an application for another person to reside or permit a lodger where the tenant has sought our permission to do so in writing on the prescribed application. The tenant may also be asked for relevant additional information at the time of applying for permission.
- 12.2. Permission will only be considered when the tenant has been the tenant of the property throughout the 12 months immediately before an application is made. If they were not the tenant throughout that period, the house must have been their only or principal home and the person who was the tenant at that time must have notified us that the person who is now the tenant was living there.
- 12.3. The 12-month qualifying period will only begin when we have permitted that person to reside. In the case of children in the household reaching the age of 16, who were part of the household when the property was allocated, and it is their long-term and principal home no further notification is required.
- 12.4. We will consider whether it is appropriate for that person to reside in the property. Reasons for refusal of an application for permission to reside/lodger are not exhaustive, some of the grounds under which an application may be refused are:
 - A 'Notice of Recovery of Possession' has been served on the tenant on any of the 'conduct grounds' set out in paragraphs 1 -7 of Schedule 2 of the Housing (Scotland) Act 2001.
 - A payment has been received by the tenant, in cash or kind, in consideration of the permission that is not a reasonable rent or deposit.
 - We intend to carry out substantial work on the property.
 - There is damage or disrepair to the property caused by the tenant, a member of the household, or a visitor to the property.
 - The tenant/lodger has outstanding debt owed to us in terms of their tenancy being either arrears of rent, rechargeable repairs, or any other debt related to their occupancy of the property.



- We have been given incomplete or false information about the application.
- The house is unsuitable for the prospective lodger's needs.
- The prospective lodger has pursued a course of anti-social behaviour or has been convicted of using a previous tenancy for illegal or immoral purposes or has an Anti-social Behaviour Order.
- The property in question has substantial adaptations or design features that are not required by the lodger, or housing development or a specific property has been designated for a particular type of tenant, such as a person requiring support to sustain their tenancy.
- The lodger would lead to overcrowding or under-occupancy of the property.
- We have been advised by the Local Authority Sex Offenders Liaison Officer that the proposed lodger or a member of their household's, occupancy is not compatible with appropriate risk management.

12.5. We will notify the tenant in writing of its decision within 28 days of receiving their application. Where consent has been refused, we will advise the applicant of the reason(s) for refusing consent.

12.6. When the tenant or the proposed lodger is within the definition of a *relevant person, the decision to grant or refuse permission shall only be given by the relevant Operational Head of Service following receipt of an appropriate report by the Area Manager.

12.7. We work in partnership with the appropriate authorities to minimise fraud and overpayment in payment of financial support with housing costs. We are required to notify the appropriate authorities of any change in circumstances that may affect their entitlement to financial support.

12.8. Tenants shall retain full responsibility for any damage, unauthorised alterations, or non-standard fittings caused by those given permission to reside/lodger. We will repair only those items that present a risk to the safety of the tenant.

12.9. If we have not made a decision within 28 days of receiving the application we will have deemed to have consented to the same under and in terms of Schedule 5, Part 2, Para 12 of the Housing (Scotland) act 2001 Act.

12.10. Tenants have the legal right to appeal the decision through the Sheriff Court. If they wish to do so they should contact their solicitor or local advice centre, for example, The Citizens Advice Bureau.

Permission to Reside / Lodger Procedure

12.11. Refer to Managing Tenancy Protocols – Permission to Reside Procedures for more information and details of template letters and forms that should be used. This can be found on Grapevine and the Bield website.

13. Scheme of Delegation

13.1. The role of the Board is to

- Ensure that Bield Housing and Care has approved and implemented a policy on tenancy management that complies with current regulations and guidance
- Monitor compliance with the policy, through receipt of relevant reports.

13.2. The role of the Senior Management Team is to ensure all employees and Board are aware of the policy and their responsibilities under it.

13.3. The role of the Head of Policy and Customer Services is to co-ordinate the provision of any training required to enable employees to fulfil their role competently and efficiently



- 13.4. The role of the Operational Heads of Service of the section is to ensure
- That this policy is implemented by their colleagues
 - Area managers are designated to deal with tenancy management
 - Monitoring systems and practices at local levels in terms of conducting tenancy changes, ensuring a consistent and fair approach.
- 13.5. The role of employees is to ensure they are aware of their responsibilities under this policy, and that they implement the policy and procedure when appropriate.

14. Monitoring, Reporting, and Review

- 14.1. This policy will be recorded and monitored using the Bield Policy Schedule.
- 14.2. The Tenancy Management Policy will be reviewed every 60 months, or when required in response to legislative or regulatory change.
- 14.3. The purpose of the review is to assess the policy's effectiveness in meeting targets and objectives and identify any changes which may be required. As part of this policy review, consultation will take place with customers through the Partnership Forum, the Staff Forum, and other relevant stakeholders to ensure that operational issues and the opinions of service users are considered.

Audits may take place if commissioned by the following colleagues to ensure there is consistent practice and adoption of the policy principles:

- the Board,
- Chief Executive
- Any Director
- Head of Policy and Customer Standards

15. Complying with the Law and Good Practice

- 15.1. This policy complies with relevant Scottish and UK legislation, including but not restricted to:
- Housing (Scotland) Act 1987, 2001, 2010 and 2014
 - Scottish Security Tenancy and Short Scottish Secure Tenancy
 - Data Protection Act 2018, including General Data Protection Rules 2018
 - Equality Act 2010
 - Freedom of Information (Scotland) Act 2002
- 15.2. As a Registered Social Landlord (RSL), we are regulated by the Scottish Housing Regulator (SHR). The SHR's statutory objective is to safeguard and promote the interests of current and future tenants, homeless people, and other people who use services provided by social landlords. In developing our policy, we have taken account of good practice, including that developed by the Scottish Housing Regulator.
- 15.3. The SHR uses the outcomes and standards in the Charter to assess the performance of social landlords. The key outcomes that have been considered in the development of this policy are

Outcome 1 Customers have their individual needs recognised, are treated fairly and with respect, and receive fair access to housing and housing services.

Outcome 2 Customers find it easy to communicate with us and get the information they need about us, how and why we make decisions about the services we provide.

Outcome 7 People looking for housing get information that helps them make informed



choices and decisions about the range of housing options available to them

- Outcome 8 People on housing lists can review their housing options.
- Outcome 9 People at risk of losing their homes get advice on preventing homelessness.
- Outcome 10 People looking for housing find it easy to apply for the widest choice of housing we have available and get the information they need on how we allocate homes and on their prospects of being housed.

16. GDPR

- 16.1. We will treat all personal data in line with our obligations under the current data protection regulations and our Privacy Policy. Information regarding how all data will be used and the basis for processing your data is provided in our Customer Fair Processing Notice.



Appendix 1 Equality Impact Assessment

1	Title of Policy to be assessed: Tenancy Management
2	Date: 20 July 2021
3	Lead Officer/Manager: Zhan McIntyre
4	EQIA Team (who will be involved): N/A
5	Director/Manager: Diana MacLean
6	Is the function or policy existing, new, or review: Review
7	<p>Set out the aims/objectives/purposes/outcomes of the function or policy, and give a summary of the service provided:</p> <ul style="list-style-type: none"> • The purpose of this policy is to Provide clarity on our approach to tenancy management for our customers, colleagues, and Board members • This policy outlines our approach to managing changes to tenancy in respect of: <ul style="list-style-type: none"> ○ Scottish Secure Tenancy ○ Short Scottish Secure Tenancy ○ Termination of Tenancy ○ Mutual Exchange ○ Joint tenancy changes ○ Assignment ○ Succession to tenancy ○ Sub-let ○ Permission to reside / Lodger <p>The policy applies to housing management colleagues</p>
7a	Who should benefit from the policy (target population): Applicants and tenants
7b	Linked policies, functions: Are there any other functions, policies or services, which might be linked with this one for this exercise? Please list.
8	<p>State whether the policy will have a positive or negative impact across the following factors and provide initial comments/observations.</p> <p>Age: Older people, people in the middle years, young people, and children.</p> <p>Disability: includes physical disability, learning disability, sensory impairment, long-term medical conditions, mental health problems.</p> <p>Maternity and civil partnership The policy will have no impact on people expecting or recently giving birth or within a civil partnership</p> <p>Race: Minority ethnic people (includes Gypsy/Travellers, non-English speakers).</p> <p>Religion or belief: includes people with no religion or belief.</p> <p>Sex: Women, men, and transgender people (include issues relating to pregnancy and maternity).</p> <p>Gender reassignment: The process of changing or transitioning from one gender to another.</p> <p>Sexual orientation: Lesbian, gay, bisexual, and heterosexual people.</p> <p>People in remote, rural, and/or island locations</p>



	People in different work patterns: e.g. part-/full-time, short-term, job share, seasonal People who have low literacy People in different socio-economic groups (includes those living in poverty/people on a low income)			
	Population groups	Positive Impact	Negative Impact	Comments
	Age	N/A	N/A	
	Disability	N/A	N/A	
	Maternity and civil partnership	N/A	N/A	
	Race	N/A	N/A	
	Religion or belief	N/A	N/A	
	Sex and Gender reassignment	N/A	N/A	
	Sexual orientation	N/A	N/A	
	People in remote, rural, and/or island locations	N/A	N/A	
	People in different work patterns	N/A	N/A	
	People who have low literacy	N/A	N/A	
	People in different socio-economic groups	N/A	N/A	
9	What evidence do you have for the statements you have made above? Focus on: <ul style="list-style-type: none"> Needs and experiences; Uptake of services; N/A Levels of participation. N/A 			
10	From the evidence set out what actions, if any, will you take where the negative impact has been identified:			
	Population groups	Proposed action	How will it address the negative impact?	
	Age	Large print	To ensure people with visual impairment can access the policy	
	Disability:	Easy to read version	N/A	
	Maternity and civil partnership	N/A	N/A	
	Race	Happy to translate message on back cover	To ensure people with English for a second language can access policy	
	Religion or belief	N/A	N/A	
	Sex and Gender	N/A	N/A	



reassignment		
Sexual orientation	N/A	N/A
People in remote, rural, and/or island locations	N/A	N/A
People in different work patterns	N/A	N/A
People who have low literacy	Easy to read version	Ensure people with low levels of literacy can access the policy
People in different socio-economic groups	N/A	N/A
<p>Briefly explain how the policy contributes to our equality and diversity values by answering the following questions:</p> <ul style="list-style-type: none"> • How will it provide equality of access to services, information, and employment? • Does it or could it celebrate diversity? • Will it or could it promote good relationships within and between communities? • How will it provide good quality, inclusive services? <p>N/A</p>		
<p>Any additional information, questions, or actions required? Please explain.</p>		
<p>Sign off: As Director I am satisfied with the results of this EIA The findings will be referred to within Service Plans and target set. The Action Plan will be reviewed annually within Business planning reporting.</p> <p>Signature: _____ Date: _____</p>		



Speaking your language - we are happy to translate our policies on request.

يمكن ترجمة سياساتنا عند الطلب.
إذا كنت بحاجة إلى مساعدة ، فيمكننا توفير مترجم

**Nasze zasady mogą być przetłumaczone na żądanie.
Jeśli potrzebujesz pomocy, możemy zapewnić tłumacza**

我们的政策可以应要求翻译。
如果您需要帮助，我们可以提供翻译

ہماری پالیسی کا درخواست پر ترجمہ کیا جاسکتا ہے۔
اگر آپ کو مدد کی ضرورت ہو تو ہم ایک ترجمان فراہم
کرسکتے ہیں