

| Policy on : | Void Management Policy |
|-------------|------------------------|
| | |

| Compliant with Charter Outcomes and Standards: | 7,8,9- Housing Options; 10- Access to Social Housing 11- Tenancy Sustainment; 13- Value for Money; and 14 and 15- Rents and Service charges |
|---|---|
| Compliant with Tenant Participation Strategy : | Consult with our registered tenant organisations, promote our aims and objectives, and receive feedback |
| Compliant with Equality & Diversity: | Yes |
| Compliant with Business Plan : | To improve service delivery To assist in monitoring void costs and promote savings |

Date for Approval : July 2017

Date for Review : July 2020

Responsible Officers : Director of Customer Services

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1. Aims and Objectives

1.1 INTRODUCTION

Barrhead Housing Association is committed to managing its stock efficiently. In order to do this it is essential to minimise the void rent loss by ensuring that void properties are repaired and allocated as quickly as possible, and at the same time try to create and maintain sustainable communities.

- 1.2 Barrhead HA defines a void property as "a habitable dwelling which is on the rent account for which there is no current tenancy". This means that a void property is created:
 - Where a tenant has formally terminated the tenancy by written notice,
 - On the death of a tenant where there is no successor in accordance with our Policy on Succession
 - By Abandonment of a Tenancy, where the appropriate legal notices have been served in accordance with our Abandonment Policy
 - By eviction where the Association has completed the relevant court action
 - Following the handover of a new scheme where the house has been completed but has not been allocated
 - Through vacant possession following Rent Off The Shelf Purchases
- 1.3The Scottish Housing Regulator defines a low demand property (void or occupied) as a property where one or more of the following symptoms are exhibited:
 - A small or non-existent waiting list for the property
 - Tenancy offers on a dwelling are frequently refused for reasons other than personal reasons
 - Higher than normal rates of tenancy turnover for a property in an area.

2. POLICY BACKGROUND

2.1 The Scottish Social Housing Charter most relevant to this policy is:

4: Quality of housing

Social landlords manage their businesses so that:

• tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) when they are allocated, are always clean, tidy and in a good state of repair; and also meet the Energy Efficiency Standard for Social Housing (EESSH) by December 2020.

This standard describes what landlords should be achieving in all their properties. It covers all properties that social landlords let, unless a

particular property does not have to meet part of the standard.

If, for social or technical reasons landlords cannot meet any part of these standards, they should regularly review the situation and ensure they make improvements as soon as possible.

13: Value for money

Social landlords manage all aspects of their businesses so that:

- tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay and involving tenants and other customers in monitoring and reviewing how landlords give value for money.
- 2.22 The following legislation applies to the management of void properties:
 - Housing (Scotland) Act 2001
 - Gas Safety (Installation and use) Regulations 1994

3 EFFECTIVE VOID MANAGEMENT & OBJECTIVES

- To assist in meeting housing need through the administration and monitoring of the association's Allocation Policy through its own housing waiting list and East Renfrewshire Homeless Protocols.
- Pre-allocating properties before they become empty wherever possible
- Taking action to minimise the number of refusals
- Achieving a balance between works which need to be carried out prior to letting a property and those which can be done once the tenant is living in the property.
- To support and assist/inform the Association's Asset Management Strategy.
- To minimise void rental loss, void periods and void repair costs whilst not deterring acceptances
- Enable effective monitoring of void management and service delivery.
- Ensure that tenants are aware of their end of tenancy obligations.
- Ensure that next of kin are aware of their responsibilities in clearing out the property and handing the keys back timeously.
- Involving tenants and other service users in setting standards (for example, minimum lettable standards)
- Prevent end of tenancy generated arrears (such as rechargeable repairs) wherever possible.
- Comply with legal duties, regulatory requirements and good practice standards.

 Ensure that adequate security measures are in place in order to prevent vandalism or unnecessary deterioration of the empty property.

4. TERMINATIONS

4.1 Under the terms of the Association's Scottish Secure Tenancy, tenants must give a minimum of 28 days notice in writing to terminate a tenancy. The Associations aims to inspect all properties during this time.

We will have in place effective processes so that we begin void property procedures as soon as the notice of tenancy termination is received, rather than acting only when the keys are received.

We will provide the outgoing tenant with information explaining the procedure for terminating the tenancy and their obligations.

4.2 **Inspection and Repairs to Vacated Properties** We will:

- Inspect all properties before reletting and where possible make an initial inspection before the outgoing tenant vacates. This will give time to organise any repairs and to advise the tenant of the need to leave the dwelling in a clean state and to discuss the payment of rent due.
- Ensure that property inspections are undertaken promptly within target timescales.
- Recharge former tenants for property not disposed of and for any remedial work resulting from tenant damage, in-line with our rechargeable repair policy.
- Expect our contractor/s to complete void repairs within the following periods (based on the volume of work required):
 - 2 working day (safety checks only)
 - 3 working days (minor repairs)
 - 6 working days (significant works)

In line with the Rechargeable Repairs and Insurance Use Policy, the Association has had significant challenges in pursuing rechargeable repair debts where tenants have left the Association and has a history of significant rechargeable write offs where non-payment has occurred. We will not therefore recharge former tenants except where internal transfers have taken place, but former tenant debts will be recorded on the house records and re-payment arrangements will be required where the tenant/applicant seeks a house in the future.

The outgoing tenant's co-operation will be sought in allowing a possible future tenant to view their property as well as arranging access to carry out repairs work for which the Association has responsibility with the tenant prior to termination if possible.

4.3 Transfers/ Mutual Exchanges

Where a tenant is to be offered an internal transfer, they will be advised of the possible offer available. No formal offer of re-housing or mutual exchange will be made until an inspection has been carried out in their current property. Where repairs are evident, no offer of housing will be made until these are satisfactorily rectified and within a designated timescale.

4.4 Settling in visits

A new visit within 28 days will be carried out by the Association's staff.

4.5 Gas and Electricity Supply

The Association will note all necessary meter readings on day of termination or as soon after as possible. It is the responsibility of the incoming tenant to take meter readings on the day of entry and to contact the appropriate utilities supplier. Tenants are prompted to arrange suppliers at time of tenancy sign up.

4.6 Abandonment

The Association has separate procedures for dealing with properties presumed to be abandoned. Once all avenues of enquiry have been exhausted and the requisite period of notice has expired, the Association will take possession of the property concerned in line with the Housing (Scotland) act 2001. The normal procedures for allocating a property and re-letting will then be undertaken.

4.6 Executor Account

When a tenant dies, and there is no-one who qualifies to succeed to the tenancy the tenancy is terminated on the date of death. Where there is a next of kin/person dealing with the tenant's affairs, the Association will provide a period of 2 weeks rent free to clear out the property of all belongings and return the keys to the Association.

The Association will provide flexibility and can agree an extended period of time to return the keys and will be advised that additional days, following the initial 14 days, will be charged back to the next of kin via an Executor Account until the keys are returned.

Where the Association have not been made aware of the death of the tenant until after the 2 week period, an Executor Account will be created from the date of death until the keys are returned.

Any charges raised will be deducted from any credit on the tenant's rent account or will be recovered from the tenant's estate if there is one.

If there are no funds in the tenant's estate, we will write off any outstanding balance.

5 PERFORMANCE MONITORING

The Association will monitor various aspects of the void process to ensure that objectives are being met. Quarterly reports are provided to the Governing Board

5.1 Performance Targets

The Association's Key Performance Targets for voids are currently:

Less than 2 weeks: 75% 2-4 weeks: 20% Over 4 weeks: 5%

Targets are measured and set against annual performance, future targets will be determined in the same way.

5.2 The Association will also monitor the following:

- The number of terminations/lets including how long a tenancy has been sustained
- Reason for terminations
- Average days to re-let including maintenance periods
- Average days to carry out necessary maintenance
- Void rent loss including maintenance periods
- Re-let timescales against targets

Targets will be set annually as part of the Association's Business Plan Review Process and quarterly Performance framework.

6. EQUALITY & DIVERSITY

Barrhead Housing Association is committed to providing fair and equal treatment to all our customers and to comply with the Equality Act 2010. The Act established 9 protected characteristics (the grounds on which discrimination is unlawful). These cover age, race, sex, religion/belief, sexual orientation, pregnancy/maternity, gender reassignment, disability and marriage/civil partnership.

We will offer customers a range of options for communicating with us as

contact us with us may have to be put in writing can be a deterrent, for example for people with poor literacy skills, visual impairment, or where first language is not English.

7. COMPLAINTS POLICY

Barrhead Housing Association operates a Complaints Policy that is open and transparent. Should any customer or service user feel the need to make a complaint against an individual or the organisation, the Complaints Policy and Procedures will be implemented.

A copy of our Complaints Policy and summary leaflets are available from our office or to download from our website: www.barrheadha.org.

8. REVIEW

This policy will be reviewed every three years or earlier if there are legislative or changes in best practice.

9. GENERAL DATA PROTECTION REGULATIONS

The Association will treat all personal data in line with our obligations under the current General Data Protection Regulations and our own Data Protection Policy Statement, Privacy Policy and Data Retention Policy.

Information regarding how your data will be used and the basis for processing your data is provided within our employee and resident Fair Processing Notices.

Void Standard

The following minimum standards should be achieved for all void properties:

| Works | Minimum Standard |
|------------------------|---|
| General Cleanliness | The house will be cleared of furniture, carpets and belongings/rubbish from the previous tenant, unless it is agreed that the new tenant will take over responsibility for the remaining items. Floors & surfaces should be swept and cleaned and carpets hoovered if remaining. Attics, basements and out buildings should be emptied. No mail/papers/leaflets will be left behind the door |
| Garden Areas | Gardens attached to the property should be cleared of rubbish prior to the new tenant moving in, or special uplift organised. Grass will be cut, shrubs and hedges trimmed. Paths to and from individual access doors will be checked to ensure safety. |
| Electrics | Meters will be read and recorded All electrics must be checked, satisfactory and a copy of the certificate of inspection kept in the house file. Alterations to the electrics carried out by the previous tenant will be removed and returned to standard (light fittings; sockets; switches etc) and the outgoing tenant recharged. All non-integrated white goods will be removed All extractor fans will be operational |
| Gas | Meters will be read and recorded and the tenant will be advised of the location of the meter All houses with gas services will have a full up to date gas safety certificate and held on file. A copy will be provided to the new tenant Where gas supply is purely to a gas cooker the pipework will be checked. Where a gas service is not possible the gas supply will be cut off until the new tenant arranges for its reinstatement. The system will be re-commissioned as soon as practicable thereafter. Gas appliances which are integrated will have been safety checked and in working order or removed. The tenant will sign a declaration to assume responsibility if an appliance is left and in good working order. Radiators will be secured and attached to walls |

| Energy | The Association will provide new tenants with an Energy | |
|------------------------|--|--|
| Performance | Performance Certificate. We will also provide information about | |
| Certificates | energy efficiency and how tenants can make best use of their | |
| | home e.g. preventing condensation. | |
| Smoke Alarm | The smoke alarm(s) and CO2 carbon monoxide alarm(s) | |
|) | will be tested as part of the gas safety check. | |
| Water Supply | During severe cold spells, we will consider whether the system will be drained down. | |
| Windows | Fully operational with safety catches in place and checked for safety. | |
| | Window keys should be issued to tenants where there are fitted locks. | |
| | All glass panes complete and crack free (or replacement on order) | |
| | Curtains and blinds remain if in good condition. | |
| Front Door | Minimum 1 working lock which is secure | |
| Trone Book | Security lock on double glazed door. | |
| | Fully operational with no obvious signs of drafts/water | |
| | ingress | |
| | Letterbox and back flap on all front doors. | |
| | Minimum 2 sets of keys and fobs | |
| | Controlled door entry fully operational | |
| Back Door/Pat | Fully operational with no obvious signs of drafts/water | |
| Doors | ingress | |
| | Minimum mortice timber door, or security lock on double | |
| | glazed door. | |
| T | Minimum 2 sets of keys | |
| Internal Pass Doors | All pass doors should be intact, non-glazed (glazed to be | |
| DOOLS | replaced) and operating properly. • Door handles must be secure | |
| | Door stops to be fitted as standard | |
| | Living room and kitchen doors should have door-closers | |
| | Bathroom doors should have a locking device. | |
| Floors | All loose and missing floorboards to be re-secured/replaced. | |
| | All floor coverings to be removed | |
| | Floor surface to be even (where possible) to allow carpets | |
| | to be laid. | |
| Skirting and | Missing or badly damaged skirting/facings to be replaced. | |
| Facings | If possible to repair – should be re-secured and filled where | |
| | necessary. | |
| | Surfaces washed down | |
| Kitchen Units | All kitchen units to be thoroughly checked and hinges | |
| | replaced/adjusted where necessary. | |
| | Damaged drawers and doors should be repaired or kitchen | |
| | replaced (Only if in kitchen replacement programme) | |
| | Damaged worktops, as a result of burning/water ingress, | |
| | should be replaced where appropriate. | |
| | All shelving secure and intact | |
| | | |

| | All surfaces washed down |
|----------------|---|
| | Taps operational |
| | Sealant replaced where required |
| Medical | All medical adaptations inspected to ensure that they are |
| Adaptations | fully operational and meet with the needs of the incoming |
| Adaptations | tenant. |
| | Where a small removable adaptation (i.e. grab rails) is not |
| | required by the new tenant, it should be removed prior to |
| | the tenant moving in. |
| Bathroom | Free from significant staining |
| Suite | Bathroom suite should be checked for chips/cracks to |
| Suite | ensure the integrity is intact for each bathroom component. |
| | Where small cracks are evident these should be monitored |
| | by both parties, to ensure there are no water leaks. |
| | Staff should investigate when the bathroom suite is due for |
| | renewal and advise the tenant of the replacement date. |
| | All surfaces washed down |
| | Toilet seat intact (or replace where necessary) |
| | WC operational |
| | Taps operational |
| | Sealant replaced where required |
| | Unless replacement is imminent - If one component is |
| | coloured suit – replace with white (unless replacement |
| | programme imminent). |
| Shower Unit | Any instantaneous electric shower should be included in the |
| | electric check. |
| | Replace shower screen with shower rail/curtain |
| | if the shower was fitted by a previous tenant, the incoming |
| | tenant will be responsible for future maintenance, once |
| | checked – tenant to sign agreement at offer stage |
| | All surfaces washed down |
| | Replace shower head & hose |
| Decoration | The Association is not responsible for the condition/level of |
| | decoration in a property. |
| | If the condition of the decoration is deemed to be so bad |
| | as to affect the likelihood of anyone accepting a difficult to |
| | let property, the Association may redecorate or offer |
| | decorating materials or vouchers, where required. |
| | Walls free from holes, cracks, offensive graffiti, excessive |
| | number of colours and smoke damage. |
| | A decorating allowance per room will be considered at the |
| | discretion of the Manager, |
| Attic Space, | Visual inspection carried out to ensure all spaces cleared of |
| Sheds, cellars | |
| And | A determination will be made at inspection as to the |
| Outbuildings | condition of garages/huts and whether these should remain |
| . | or be removed. |
| Items Left | Staff will agree with outgoing/incoming tenant and get |
| | incoming tenant to accept responsibility for said items |