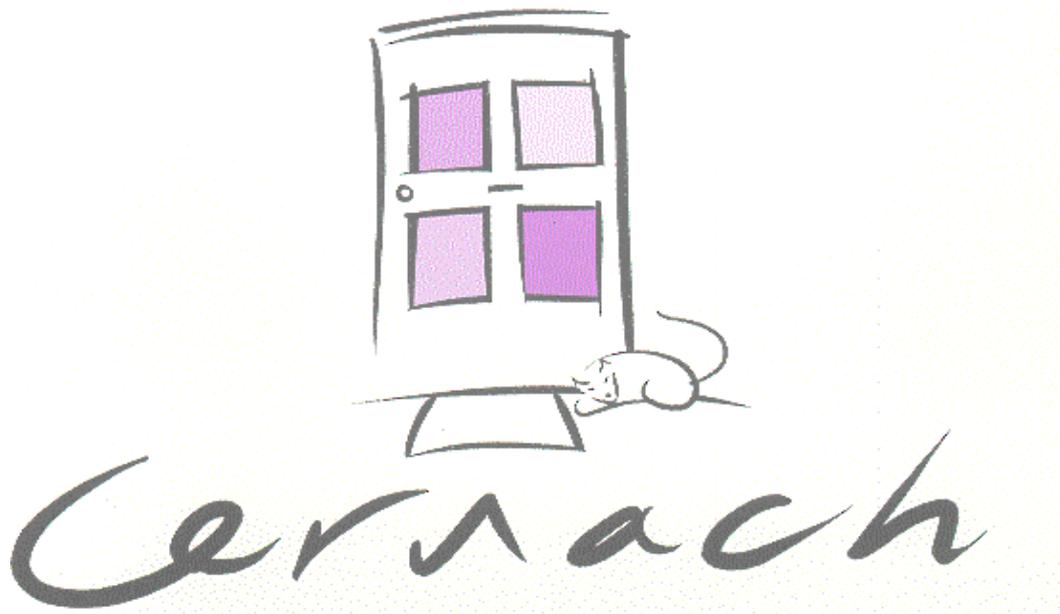


**CERNACH HOUSING ASSOCIATION  
LIMITED**



**TENANCY MANAGEMENT POLICY**

**Date Approved by Operations Sub Committee:**

13 April 2023

**Date Issued to Staff**

26 April 2023

**Due for Review:**

April 2026

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## **1. Introduction**

- 1.1 There are several aspects of changes to a tenancy which are required to be managed throughout the lifetime of a Scottish Secure Tenancy Agreement. Cernach Housing Association will manage its homes in accordance with legal provisions and contractual terms contained within their tenancy agreements and best practice guidelines.

## **2. Policy Aims and Objectives**

- 2.1 The overall aim of this policy is to clarify the Associations position and provide guidance to staff in relation to the management of its tenancies whilst making best use of stock. This policy sets out the approach to managing changes to a tenancy in respect of:
- a) Scottish Secure Tenancy
  - b) Short Scottish Secure Tenancy
  - c) Joint Tenancy Changes
  - d) Mutual Exchange
  - e) Assignment
  - f) Succession to Tenancy
  - g) Sub-let / Lodger

## **3. Legislative and Regulatory Framework**

- 3.1 The provisions and implementing of the Tenancy Management Policy aims to comply with the following legislation and statutory documents:-
- Housing (Scotland) Act 2001
  - Housing (Scotland) Act 2010
  - Housing (Scotland) Act 2014
  - The Matrimonial Homes (Family Protection) (Scotland) Act 1981
  - Data Protection Act 1998
  - Disability Discrimination Act 1995
  - Race Relations Act 1976
  - Race Relations (amendment) Act 2000
  - Sex Discrimination Act 1975
  - Human Rights Act 1998
  - Scottish Secure and Short Scottish Secure Tenancy Agreement
  - Equalities Act 2010
  - General Data Protection Rules 2018

- 3.2 We also operate this policy in line with The Scottish Social Housing Charter and specifically the following outcomes:

**Outcomes 7, 8 and 9: Housing Options**

Social landlords work together to ensure that:

- people looking for housing get information that helps them make informed choices and decisions about the range of housing options available to them.
- tenants and people on housing lists can review their housing options.

Social landlords ensure that:

- people at risk of losing their homes get advice about preventing homelessness.

**Outcome 10: Access to Social Housing**

Social landlords ensure that:

- people looking for housing find it easy to apply for the widest choice of social housing available and get the information they need on how the landlord allocates homes and on their prospects of being housed.

**Outcome 13: Value for Money**

Social landlords manage all aspects of their business so that tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

**4. Risk Management**

- 4.1 By having a written detailed policy for dealing with the management of tenancy changes, the Association is able to ensure that a uniform and professional approach is adopted throughout the organisation and the service delivered is compliant with law, best practice and internal policy.

**5. Equality and Human Rights**

- 5.1 The Association's Equality and Human Rights policy, which was approved by the Committee in April 2021, outlines our commitment to promote a zero tolerance to unfair treatment or discrimination to any person or group of

persons, particularly on the basis of any of the protected characteristics<sup>1</sup>. This includes ensuring that everyone has equal access to information and services, and, to this end, the Association will make available a copy of this document.

in a range of alternative formats including large print, translated into another language or by data transferred to voice.

- 5.2 We are also aware of the potential for policies to inadvertently discriminate against an individual or group of individuals. To help tackle this and ensure that it does not occur, best practice suggests that organisations carry out Equality Impact Assessments to help identify any part of a policy that may be discriminatory so that this can be addressed (please see section 6 of the Equality and Human Rights policy for more information).
- 5.3 In line with section 6 of the Equality and Human Rights Policy, the Association carried out an Equality Impact Assessment on this policy and no remedial action was identified as necessary. The full assessment is appended at the end of this policy.

## **6. Responsibility and Delegated Authority**

- 6.1 It is the responsibility of Housing Management Staff to implement this policy and for the key aspects of the day to day service delivery.
- 6.2 The Senior Housing Officer has responsibility for:
- monitoring the performance of staff.
  - monitoring the operation and implementation of the policy , reporting to the Operations Sub Committee as required and assisting the Depute Director with the review of the policy.
- 6.3 Depute Director retains overall control and decision making in relation to the Policy. The Depute Director will report to the Director on key performance indicators.
- 6.4 The Operations Sub Committee will monitor cases reported to them as required as delegated by the Management Committee.

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<sup>1</sup> The Equality Act 2010 identifies the “protected characteristics” as age, disability, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, gender reassignment and sexual orientation.

## **7. Scottish Secure Tenancy (SST)**

- 7.1 Most of our tenants will be offered / will have a Scottish Secured Tenancy (SST) agreement. Other tenants may be offered a Short Scottish Secure Tenancy in certain circumstances. The tenancy sets out our responsibilities as a landlord and tenants' obligations. The Association can only vary the terms of the tenancy agreement in consultation with tenants affected.

## **8. Termination of a Tenancy (SST)**

- 8.1 When a tenant wishes to terminate their tenancy, this will be actioned in accordance with the Housing (Scotland) Act 2001, as amended by the 2014 Act.

The six ways to end a tenancy are as follows:

- When we have successfully brought an action under one of the grounds for possession and obtained a court order for possession.
  - When we have repossessed the property in accordance with our Abandoned Tenancy Policy.
  - On the death of the tenant.
  - When it has been converted to a Short Scottish Secure Tenancy.
  - By written agreement between the Association and the tenant.
  - By 28 days written notice given to us by the tenant.
- 8.2 Serious Anti-social behaviour - If a tenant or anyone living or visiting the property is convicted of using the property or allowing it to be used for immoral or illegal purposes or of an offence punishable by imprisonment committed in or in the locality of the property, Cernach Housing Association is entitled to seek a court order to evict. The tenant has a right to challenge that decision. From 1 May 2019, the 2014 Act makes this process easier by removing the need for the court to consider whether it is 'reasonable' to make an order for eviction where we are using this ground for eviction.
- 8.3 Adapted properties – from 1 May 2019 Cernach Housing Association is able to apply to the Court to recover a property if it is not being occupied by anyone who needs the adaptations. We would only do this if we need the property for someone who needs the adaptations, give notice before applying to the Court

to do this and also offer suitable alternative accommodation. The individual concerned would be able to ask the Court to consider whether our actions were reasonable and challenge the suitability of the alternative accommodation.

## **9. Short Scottish Secure Tenancy (SSST)**

9.1 A Short Scottish Secure Tenancy (SSST) has limited security of tenure and no rights to succession. It can only be applied/offered in certain circumstances as defined by legislation.

The basic conditions for this type of tenancy to apply are:

- The Association has served a statutory notice on the prospective tenant before the creation of the tenancy (i.e. before the tenancy agreement is signed).
- The notice must state that the tenancy will be a Short Scottish Secure Tenancy and must detail the provisions of the tenancy. We will also give our reason(s) for offering a SSST.

9.2 There are two types of SSST that may be offered:

- SSST (Antisocial behaviour related grounds)
- SSST (Grounds unrelated to antisocial behaviour)

Tenants with a Short Scottish Secure Tenancy:

- Only have security of tenure (the right to live in the property) 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

9.3 The circumstances where a SSST may be offered are as follows:

- Where the prospective tenant or anyone intending to live with him/her is subject to an Anti Social Behaviour Order (ASBO)
- Tenant(s) who have had an order for repossession / eviction made against them on the grounds of anti social or similar behaviour in the previous 3 years.
- Temporary accommodation for people taking up employment in the area.

- Temporary accommodation for tenants who have to move because of work being carried out on their house.
- Temporary accommodation for a homeless person for 6 months or more.
- The prospective tenant requires or is in receipt of housing support services.
- The circumstances where a SSST may be offered are as follows

There are also new grounds introduced in the 2014 Act to grant a SSST:

- New or existing tenant if there has been anti-social behaviour within the previous 3 years.
- A SST may be converted into a SSST. This can be based on the anti-social behaviour of not just the existing tenant but also any joint tenant, anyone residing or lodging at the property, any sub tenant and any visitors to the property.
- Granting a SSST on the anti-social behaviour of not just the prospective tenant but also any prospective joint tenant, any visitor to a property currently occupied by the prospective tenant or by anyone who will be living with them as well as anyone who might be living with the prospective tenant.
- Homeowners who cannot occupy their home on a short term basis.

9.4 Tenants have a right of appeal to the courts against a decision to either offer or a conversion to a Short Scottish Secure Tenancy.

We will ensure that the term of individual SSSTs meet legislative requirements. This will vary depending on the ground used for the creation of the SSST:

- Part 2, Section 9 of the 2014 Act sets a minimum period of 12 months for SSSTs that are created on any of the anti-social behaviour grounds. This can be extended by 6 months to 18 months where the tenant is in receipt of housing support services.

- Section 34 of the 2001 Act sets 6 months as the standard minimum period for SSSTs on all the other remaining grounds in Schedule 6 of the 2001 Act.

The term will start from the date the SSST is granted or the date the tenant is served with a notice to convert the tenancy from a SST to a SSST.

## **10. Termination of a SSST**

10.1 A SSST can be terminated by any of the following methods:

- By termination by the tenant
- By notice from the Association
- By written agreement
- By abandonment of the tenant
- On the death of the tenant
- By Court Order once the fixed period of tenancy has ended; or
- By Court Order in accordance with Section 14 or Schedule 2 of the Housing (Scotland) Act 2001

10.2 In accordance with the legislation we will issue the tenant with a notice to recover possession.

We can seek recovery on the same grounds applicable to Scottish Secure Tenancies. In these circumstances, the Court **must** grant an order for recovery of possession provided:

- The tenancy has reached its term
- Tacit relocation is not operating (i.e. it will not automatically be renewed for a further period)
- No further contractual tenancy has been entered into.
- A notice of proceedings in accordance with the legislative requirements has been served.

10.3 Where a tenant / prospective tenant is not satisfied with any of the following they may request a review of the decision:

- The decision to offer a SSST;
- The decision to convert a SST to a SSST; or
- The decision to recover possession of the property. Section 11 of the 2014 Act amends Section 36 of the 2001 Act. This gives every tenant the right to request a review of the decision to take action to recover the property before the case goes to court.

## **11. Joint Tenancy**

11.1 The Housing (Scotland) Act 2001 Section 11 states that any tenant is entitled to a joint tenancy with one or more individuals. Such tenants will be jointly and severally liable for the responsibilities under the tenancy, including rent. All joint tenants must live in the property as their only or principal home.

11.2 The tenant must apply to the Association in writing, providing details of the individual(s) to be included as joint tenant(s) on the Tenancy Agreement. Consent must be given by us unless there are reasonable grounds for not doing so.

11.3 From 1st November 2019:

- The person requesting to be a joint tenant must have lived in the property for 12 months and
- Cernach Housing Association must have been notified in writing of them being in the property and the 12 month residency period starts when we have been notified. Any period before we have been notified will not count as part of the 12 month qualifying period.

11.4 We may refuse permission for a joint tenancy, for instance, if the property would be overcrowded or where the proposed joint tenants have had legal action taken against them for anti social behaviour or substantial rent arrears. Although not exhaustive, some of reasons why a joint tenancy may be refused are:

- A Notice of Recovery and 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 made in kind or in cash in consideration of the joint tenancy request.
- Cernach intends 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 has outstanding debt owing to Cernach in terms of their tenancy being either arrears of rent, rechargeable repairs or any other debt related to their occupancy of the property.
- The prospective joint -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 house is unsuitable for the prospective joint tenants needs.

11.5 A joint tenant may end their part of a tenancy by giving 28 days written notice to us and to each of the other tenants. A joint tenant's liability for the tenancy finishes at the end of the 28 days.

## **12. Mutual Exchange**

12.1 This section outlines the right of tenants to apply for and carry out a Mutual exchange under the provision of the Housing (Scotland) Act 2014.

12.2 A mutual exchange takes place when two tenants agree to exchange houses with each other. Those wishing to exchange must be tenants of a Registered Social Housing Landlord, i.e. a local authority, housing association or housing co-operative.

12.3 Tenants do not need to have the same landlord, but the exchange requires the approval of both landlords involved. Written consent from both landlords is required. We will encourage mutual exchanges wherever possible as they assist in the best use of housing stock, can relieve pressure on the housing list and provide an opportunity for tenants to move to more suitable accommodation.

12.4 The Association will provide written consent or refusal on a mutual exchange application. Permission will only be withheld where there are reasonable grounds for doing so. Grounds which will be considered for refusing the exchange will include, but will not be restricted to, the following:

- a) Overcrowding or under-occupation of the property would occur as a result of the exchange. However, under-occupation of one bedroom will be considered.

- b) Where a tenant is in clear breach of their tenancy e.g. both rent accounts should be clear.
- c) A Notice of Recovery and Possession has been served on the tenant.
- d) An Order for Recovery of Possession has been made against the tenant.
- e) If either tenancy inspection is unsatisfactory and there would not be enough time for the tenant to carry out the necessary repairs a refusal should be issued to the tenant(s) detailing the outstanding repairs.
- f) The proposed incoming tenant (if not currently a tenant of Cernach Housing Association) was previously evicted for anti social behaviour within the last 5 years.
- g) One of the properties has been designed or adapted for occupation by a person whose special needs require accommodation of the kind provided by the house and, if the exchange took place, there would no longer be a person with such special needs occupying the house.
- h) If the Association is not satisfied that a genuine exchange is taking place.

The Association will treat each case on an individual basis.

(i) Where the property to be exchanged is the matrimonial home and the non entitled spouse has not granted permission, or where such permission has not been received by the Association.

- 12.5 If the exchange is approved it will be expected that both tenants will reside in the properties for a minimum period of one year. If either tenant terminates their tenancy within one year the Association will consider the Recovery of Possession of the other tenancy. This would be in circumstances where we believed that we were induced to grant the tenancy by a false statement made knowingly or recklessly by the tenant.
- 12.6 It will be a condition of the exchange that both tenants have held a tenancy of the property they are seeking to exchange out of, and lived in the property as their principle home, for at least 12 months.
- 12.7 If the property to be exchanged is the matrimonial home the rights of occupation of the spouse will be affected by the mutual exchange therefore the Association must gain consent of the spouse, irrespective of whether they are a joint tenant or not.

### **13. Assignment**

- 13.1 Assignment is where a tenant passes on (assigns) their tenancy and tenancy rights to another person (known as the assignee). A tenant of Cernach has

the legal right to assign their tenancy to another person, as long as consent is first sought from the Association.

- 13.2 A request to assign a tenancy is considered under Section 32 and Part 2 of Schedule 5 of the Housing (Scotland) Act 2001. Permission for assignment will only be permitted 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 or principal home for 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 in writing that the person they wish to assign the tenancy to is living in the property. The 12 month qualifying period does not start unless the landlord has been notified that the person is living in the property as their only or principal home.
- 13.3 Reasons for which an application for assignment may be refused are not exhaustive. However, some of the reasonable grounds are as follows:
- a) A Notice of Recovery of Possession has been served against the tenant specifying any of 'conduct grounds' set out in paragraphs 1 to 7 in Part 1 of Schedule 2 of the Housing (Scotland) Act 2001.
  - b) An order for recovery of possession has been made against the tenant.
  - c) A payment other than a reasonable rent has been received by the tenant in consideration of the assignment.
  - d) The assignment would lead to overcrowding.
  - e) We propose to carry out work on the house or building.
  - f) The assignment would lead to under-occupation.
  - g) The residency and notification period has not been satisfied.
  - h) Where the Association may not give the person the tenant wishes to pass the tenancy to, reasonable preference under our Allocations Policy.
  - i) The property in question has substantial adaptations or design features which are not required by the assignee, or a 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.
- 13.4 All requests for assignment of tenancy must be applied for in writing. We will respond to the application giving consent or reason for refusal within 28 days of receiving an application. If a reply is not provided within 28 days it can be assumed that consent has been given.

- 13.5 After a tenancy has been assigned, the new tenant (assignee) has the same legal rights and obligations as the old tenant (the assignor). The assignee is not only liable for rent from the date of assignation, but also for the any arrears due by the assignor. Any arrears accruing after assignation are the responsibility of the new tenant. The former tenant is not liable for them and we cannot seek payment from her/him
- 13.6 Any applicant who is dissatisfied, following refusal of consent of their request, and wishes to make a complaint, has the right to do so. The applicant will be advised on the Association's Complaint procedures.

## **14. Succession**

- 14.1 Succession is the passing of a tenancy from a tenant who has died to another person who becomes the new tenant – known as the successor. Succession to tenancy is a process governed by statute. The right of a qualifying person to succeed a Scottish Secure Tenancy on the death of a tenant is contained in Section 22 and Schedule 3 of the Housing (Scotland) Act 2001, as amended by the 2014 Act.
- 14.2 Succession can arise only on the death of a tenant **and** where there is a relevant qualifying person.
- 14.3 There is no qualifying residency period for the tenant's spouse, civil partner or joint tenant provided (in all cases) that the property in question was the person's only or principal home at the time of the tenant's death.
- 14.4 A person falling within the following categories are qualified persons where the house has been their only principal home throughout the 12 months ending in the tenants' death;
- Partners (Cohabitants of either sex and including same sex cohabitants)
  - Members of the tenants family aged 16 or over; and
  - Carers aged 16 or over who have given up a previous only or principal home
- 14.5 To have the right to succeed to a tenancy after living in the house for 12 months, the 'qualifying person' or the tenant must have notified the Association in writing that the person wishing to succeed to the tenancy is living in the house and that the house is that person's only or principal home. The 12 month qualifying period does not start until that notice has been given in writing.

14.6 If written confirmation is not provided by the Association that a request for a person to move into the property has been received, approved or rejected, a succession will not proceed. This is particularly in the event that someone moving into the property may result in overcrowding and therefore permission has been refused.

14.7 The Act provides for two rounds of succession:

- On the death of Scottish secure tenant, the tenancy passes to a qualifying person.
- On the death of a qualifying person who succeeded to the tenancy after the first death, the tenancy passes to another qualifying person.

## **15. Succession – Eligibility Criteria**

15.1 There are three levels of eligibility criteria when determining who should succeed the tenancy.

Level One successors:

The highest priority to succeed a tenancy is attached to any person who is:

- The tenant's spouse or registered civil partner who was living with the tenant when they died;
- The tenant's partner (including same sex) where the house was their only home for 12 months before the tenant died;
- Any surviving joint tenant, if the house was their only or principal home at the time of the tenant's death.

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 Association must have been notified in writing of, and given consent to the proposed successor's residency in the property.

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, the Association will decide who will become the tenant.

## 15.2 Level Two successors

If a person is qualified to succeed to the tenancy as a Level One successor and that person wants to succeed to the tenancy, no-one who is qualified to succeed as a Level Two successor may succeed the tenancy. Level Two successors can only succeed to the tenancy if there are no Level One successors or if Level One successors do not wish to succeed to the tenancy.

Level Two successors are persons who are members of the tenant's family and:

- Are aged 16 at the date of death;
- The house was their only or principal home at the date of the tenant's death and has been so for a period of not less than 12 months prior to the death of the tenant, and
- The Association had been notified in writing of , and given consent to, the proposed successor's residency in the property.

If more than one person qualifies to succeed to the tenancy at Level Two, they should in the first instance decide among themselves who will become the tenant. If they cannot agree, the Association will decide who the tenant is.

## 15.3 Level Three successors (carers)

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

- They are 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 for a period of at least 12 months prior to the death;
- They gave up another only or principal home before the death of the tenant;
- They are providing, or has provided, care for the tenant or a member of the tenant's family, and
- The Association had been notified in writing of and had given consent to the proposed successor's residency in the property.

If more than one person qualifies for the tenancy under Level Three, they should, in the first instance, decide among themselves who will become the tenant. If they cannot agree, the Association will decide who will become the tenant.

If no-one qualifies at Level Three, the tenancy will be ended.

- 15.4 Where a qualified person succeeds to the tenancy, then that person is required to pay rent for the period following the death of the tenant.
- 15.5 Under the terms of Section 22 of the 2001 Act the tenancy passed 'by operation of law' immediately on the death of the tenant. This means that on our computer systems the date of the succession should be the day after the date of the death of the tenant.

## **16. Succession – Properties with Adaptations**

- 16.1 Section 15 of the 2014 Act allows any social landlord to ask a Sheriff to grant an order to end a tenancy of an adapted property that is not being occupied by anyone who needs the adaptations.
- 16.2 If this situation happens, we would give the household member notice before applying to the Sheriff and always offer suitable alternative accommodation.

## **17. Succession – Declining an Offer of Succession**

- 17.1 A qualified person who is entitled to succeed to the tenancy but does not wish to do so must inform the Association in writing within 28 days of the tenant's death.
- 17.2 If the qualifying person declines the succession and there are no other qualifying persons in the property, the Association must write to the person informing them that:
- They have a right to succeed but have refused the tenancy.
  - They will be charged a fee equivalent to the amount of rent in respect of any period in which they have occupied the house after the tenant's death until they vacate the property.
  - The 2001 Act states that they are required to vacate the property within 3 months of the date that they gave notice that they were declining the tenancy.
- 17.3 Where no one qualifies to succeed to the tenancy, the Association will regard the tenancy as terminated on the date of the tenants' death and administer the property in line with the void management policy.

## **18. Request for a Lodger or Sub-let**

- 18.1 A request from a tenant to take in a lodger or sub let their home will be considered in accordance with Section 32 and Part 2 of Schedule 5 of the Housing (Scotland) Act 2001.
- 18.2 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 the Association that the person who is now the tenant was living there.
- 18.3 The 12 month qualifying period will only begin when the Association has given permission for 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
- 18.4 All tenants with a Scottish Secure Tenancy Agreement have the right to ask for permission from us if they wish to take in a lodger or sublet their home. The only exception to this is where the tenancy has been converted to a Short Scottish Tenancy.
- 18.5 Normally only members of the tenant's household are allowed to live in the house. In order to ensure properties do not become overcrowded or misused, our permission must be sought before a tenant allows other people to live there. For the purpose of this policy a lodger is defined as a person (not a member of the tenant's household) who has the use of one or more rooms within the property and who may have a formal financial arrangement with the tenant.
- 18.6 The tenant should also be aware that if the application is accepted, the lodger will be a qualifying occupier in any future action the Association may take against the tenant and will therefore be entitled to know of any such action.
- 18.7 The lodger should be aware that they do not have any rights in regard to the tenancy in relation to succession. They should be aware that they have responsibilities to ensure they pay rent to the tenant and not to behave in an anti-social manner.
- 18.8 Subletting is defined as the tenant nominating another responsible person to take care of the property, due to the tenant wishing to leave their home for a

temporary period but intending to return to it. A tenant who wishes to sublet their house or take in a lodger must give details of the proposed transaction, including any payment to be received by the tenant.

18.9 Reasonable grounds to refuse permission for subletting or taking in a lodger are:

- A notice of recovery of possession has been served against the tenant/proposed lodger or sub let person
- A Decree of Repossession has been obtained against the tenant/ proposed lodger or sublet person.
- The rent or deposit that the tenant proposes to charge is unreasonable
- Overcrowding would result
- We propose to carry out work on the house or the building.

18.8 If permission is given, the tenant cannot increase the rent or other payments made by the lodger or sublet person without our permission. We will give our consent or reasons for refusal within 28 days of receiving an application. If a reply is not given within 28 days it can be assumed that consent to the application has been given.

18.9 It is not the intention of the Association to allow lodgers or subletting indefinitely. A period of up to one year will be considered. A tenant may re-apply for permission at the end of this period.

## **19. Policy Reporting**

19.1 We are committed to continuously improving tenancy management practice. We understand that effective monitoring and reporting is fundamental to the process of evaluating and reviewing performance.

19.2 A report on the number of successions, assignments, mutual exchanges, sublet and lodger applications approved annually will be submitted to the Operations Sub Committee. There will be no personal information of tenants, including names or addresses, provided at any time. Information will be provided so that the individual's identities cannot be revealed.

## **20. Customer Satisfaction**

- 20.1 The Association is committed to a high level of customer satisfaction, seeking continuous improvement. The Association will carry out an independent tenant satisfaction survey every three years, which will include questions on housing management issues and will disseminate the results to the tenants.

## **21. Complaints Procedure**

- 21.1 The Association has a published complaints policy & procedure, which can be used where there is dissatisfaction with this policy or the operation of this policy. Any tenant who feels aggrieved by their treatment under this policy can ask for a copy of the Association's complaints policy which is available at the Association's office and on the website [www.cernachha.co.uk](http://www.cernachha.co.uk).
- 21.1 As with all policies, the complaints policy can be made available in large print, translated or on tape. Tenants also have the right to complain to the Scottish Public Services Ombudsman.

## **22. Staff Training**

- 22.1 Cernach recognises that it is extremely important that the resourcing and training of staff is adequate to meet all the needs of its tenants. The Association is committed to making training relating to effective tenancy management available to staff. Training should be updated as appropriate. Staff will be encouraged to network with other RSLs in order to share best practice in dealing with tenancy management matters.

## **23. Policy Review and Tenant Consultation**

- 23.1 The Association has developed this policy in consultation with tenants and the Residents Panel and take account of representations made.

The Association will publish a summary of this policy in our newsletters and make it available on the Association website.

The Operations Sub Committee and the Management Committee will review the Tenancy Management Policy every three years. This review will be brought forward if there is a need to respond to new legislation and/or policy guidance. The success of this policy will be measured against the following outputs and outcomes:



<h2 style="margin: 0;">Cernach Housing Association Equality Impact Assessment Tool</h2>	
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Name of the <b>policy / proposal</b> to be assessed	Tenancy Management Policy	Is this a <b>new policy / proposal or a revision?</b>	Revision
Person(s) responsible for the assessment	Laura Cuthbertson		
<b>1. Briefly describe the aims, objectives and purpose</b> of the policy / proposal	The aim of this policy is to ensure the Association will manage its homes in accordance with legal provisions and contractual terms contained within their tenancy agreements and best practice guidelines.		
<b>2. Who is intended to benefit</b> from the policy / proposal? (e.g. applicants, tenants, staff, contractors)	Tenants, residents, sharing owners		
<b>3. What outcomes are wanted</b> from this policy / proposal ? (e.g. the benefits to customers)	Making the best use of the Association's housing stock for tenants, residents, and sharing owners.		



**4. Which protected characteristics could be affected by the proposal? (tick all that apply)**

- Age      X Disability       Marriage & Civil Partnership       Pregnancy/Maternity      X Race  
 Religion or Belief       Gender       Gender Reassignment       Sexual Orientation

**5. If the policy / proposal is not relevant to any of the protected characteristics listed in part 4, state why and end the process here.**

While policy actions such as rent charges, arrear actions and recovery apply equally, there are some impacts upon groups which apply generally when communicating with our tenants and residents.

	Positive impact(s)	Negative impact(s)
<p><b>6. Describe the likely positive or negative impact(s) the policy / proposal could have on the groups identified in part 4</b></p>		<p>People of any race, but different nationalities may disproportionately be affected by any communication or language barriers which would affect the style of tenancy management actions.</p> <p>Disabled people could be disproportionately affected by any visual communication needs such as visual impairment. Disabled people also may have mental health conditions which could limit their ability to manage their tenancy in the same way as abled people.</p>



**7. What actions are required** to address the impacts arising from this assessment? *(This might include; collecting additional data, putting monitoring in place, specific actions to mitigate negative impacts).*

All staff have been trained in equalities and communication styles required for different groups. Due regard will be given for all arrear cases where language or disability could be a factor in managing accounts and the policy reflects this.

Signed: \_\_\_\_\_ (Job title): Senior Housing Officer

Date the Equality Impact Assessment was completed: 31 March 2023

***Please attach the completed document as an appendix to your policy / proposal report***