



Title: Tenancy Management - Sanctuary Scotland Policy

Business Function: Housing functions across Sanctuary in Scotland

Author: Policy and Equalities Manager

Authorised by: Sanctuary Scotland Management Committee

Sanctuary in Scotland:
Sanctuary Scotland Housing Association Limited is a subsidiary of
Sanctuary Housing Association, an exempt charity.

Uncontrolled copy if printed

General Information

1. Policy statement

- 1.1 Sanctuary Scotland (Sanctuary) aims to deliver high quality tenancy management services, with the intention of ensuring that tenants can maintain a successful tenancy. The approach to tenancy management should reflect best practice, comply with legislation and protect the rights of tenants to ensure that they maintain successful tenancies.

2. Roles and responsibilities

- 2.1 The Director of Sanctuary Scotland is responsible for ensuring that staff adhere to this policy and for ensuring that all measures are in place to implement this policy effectively.
- 2.2 All staff involved in tenancy management are responsible for ensuring adherence to this procedure

3. References and sources

- 3.1 The following legislation, references and sources are relevant to the development and delivery of this policy and associated procedure:
- [The Housing \(Scotland\) Act 2001](#)
 - [The Scottish Government Scottish Secure & Short Scottish Secure Tenancy Guidance](#)
 - [The Scottish Secure Tenants \(Compensation for Improvements\) Regulations 2002](#)
 - [The Housing \(Scotland\) Act 2006](#)

4. What's new - What's different?

- 4.1 July 2022 - Formal review, reference added regarding the Scottish Prison Service's Suitable Housing on Release for Everyone (SHORE) Standards. This document was published in 2018 and describes the processes followed by the Scottish Prison Service prior to liberation. It also includes examples of good practice. No other significant changes.

5. Impact on diversity

- 5.1 Sanctuary Group demonstrates its commitment to diversity and promoting equality by ensuring that this policy is applied in a manner that is fair to all sections of the community, with due regard to the protected characteristics identified under the [Equality Act 2010](#) and in accordance with '[Inclusion for all - Equality, Diversity and Inclusion Strategy 2021-2024](#)'.

6. Monitoring and compliance

6.1 Period of review

- 6.1.1 Until a new policy is formally adopted this document will remain in force and operational.
- 6.1.2 This policy will be reviewed in accordance with the policy review programme agreed by relevant governing bodies.
- 6.1.3 If there are significant changes to legislation or regulation or there are found to be deficiencies or failures in this policy, as a result of complaints or findings from any independent organisations, Director of Sanctuary Scotland will initiate an immediate review.
- 6.1.4 Where appropriate, key stakeholders, tenants and interested parties will be consulted as part of any review of this policy.

7. Approval

- 7.1 This policy is approved by the Sanctuary Scotland Board of Management.

Tenancy Visits

1. General information on visits

- 1.1 Tenancy visits can happen at any time during the tenancy and can be triggered by events that happen such as antisocial behaviour (ASB), rent arrears, repair issues, etc.

2. Timing and frequency of visits

- 2.1 When a tenancy begins, a judgement will be made on whether a settling in home visit or telephone appointment is required. Factors to consider in this judgement will include pre-tenancy history and whether any support needs have been identified during pre-allocation.
- 2.2 Regular home visits will also be carried out for all tenancies at a frequency to be determined by the Head of Housing.

3. Purpose of visits

- 3.1 Home visits are important not only to address the issues which have triggered the visit but also to explore other issues that the tenant may be experiencing. When undertaking any visit to a tenant's home the following should be explored, wherever possible:
- ensure that the tenancy is being managed and the property maintained effectively;
 - establish if there are any issues regarding the rent account and refer to the Welfare Rights Officer where required;
 - identify any unreported ASB issues;
 - identify any assistance needed to sustain the tenancy and signpost to appropriate services/teams; and
 - address any other issues that may be pertinent to the tenancy.

Tenants serving a prison sentence

4. General information on tenants serving a prison sentence

- 4.1 For the purpose of this procedure, a long-term prison sentence will be defined as any greater than 26 weeks; as a temporary absence from the property is classed as anything less than 26 weeks.
- 4.2 If a tenant is held on remand, then Housing Benefit will be paid for a maximum of 52 weeks. Under Universal Credit, the housing cost element will only be paid for a maximum of 26 weeks, for both sentenced prisoners and those held on remand. Payments will only continue to be made if the total length of the absence is not expected to exceed 26 weeks.

- 4.3 Where there is a joint tenant, Sanctuary will provide both tenants with information and guidance where required and ensure that the interests of both tenants are maintained.
- 4.4 In all cases contact will be made with the Scottish Prison Service to ascertain the prisoner's whereabouts and length of sentence.
- 4.5 Sanctuary must make best use of limited housing stock and will therefore seek to terminate tenancies on properties that are unoccupied for long periods of time. However, Sanctuary is aware that the property may be a significant factor in the long-term rehabilitation of the offender, and will take into account the needs of the individual tenants and the views of the Scottish Prison Service and courts. Further information about the Scottish Prison Service's approach can be found in the [SHORE Standards](#).

5. Absences for less than 26 weeks

- 5.1 For absences expected to be for less than 26 weeks, staff must carry out checks and investigations at regular intervals, to ascertain that:
- the rent is being paid;
 - the tenancy continues to be conducted satisfactorily; and
 - the tenant has the intention to return.
- 5.2 Providing that the above criteria are met no further action will be taken. However, if this is not the case, Sanctuary will seek to terminate the tenancy.

6. Absences for more than 26 weeks

- 6.1 For absences expected to be for more than 26 weeks, staff should consider whether to allow the tenancy to continue or to take steps to terminate the tenancy. In addition to the checks detailed above, staff should also establish:
- how long the property is expected to remain empty;
 - whether an appropriate person to take care of the tenancy has been appointed;
 - whether a sustainable rent payment arrangement has been made; and
 - whether the return of the tenant to the area is likely to impact on ASB levels or create other problems for the local community or individuals.
- 6.2 If the tenancy is not being conducted appropriately then contact will be made with the tenant at the prison. The tenant will be given the opportunity to terminate the tenancy. If Sanctuary decides to seek to end the tenancy through the courts, then correspondence will be sent to the prison and copied to the Probation Officer.
- 6.3 Absences for greater than 26 weeks may include circumstances where the tenant has been released but bail or remand conditions mean they are not allowed to return to their tenancy.

Permissions

7. General information on permissions

- 7.1 In accordance with the Tenancy Agreement, tenants may request permission from Sanctuary to carry out various activities, such as running a business from home or making alterations to a property.
- 7.2 All requests will be considered in the context of the conditions of tenancy, the potential impact of the proposal on the property and the potential for disruption to the neighbourhood.
- 7.3 Any request which would result in an immediate breach of the tenancy agreement will be refused. It should be noted that in all cases permission may be revoked, and tenants should be made aware of this.
- 7.4 All permissions may be withdrawn if the activity which we have given permission for causes tenancy breach or disruption to the neighbourhood.

8. Permission for improvements

- 8.1 Requests which are likely to have an impact on the fabric of the building, such as requests to install showers, replace kitchen units or fit cat flaps will be referred to Property Services for consideration.
- 8.2 Tenants must apply in writing and have written permission before carrying out any alterations or improvements. We must not unreasonably withhold our consent, but we can set any reasonable conditions with respect to the work, including any standards that the work must meet. Permission may be withdrawn if conditions are not adhered to. Further guidance can be found in the [Permissions for Improvement - Group Procedure](#).
- 8.3 The Housing (Scotland) Act 2001 sets out that if we do not provide the tenant with an outcome in writing within one month of the request, then we will be deemed to have agreed to the application.

9. Pets in properties

- 9.1 Sanctuary recognises that many of its tenants wish to keep pets and domestic animals. It is also understood that if domestic pets are not cared for, or controlled appropriately, they can cause nuisance and sometimes a hazard to other tenants and visitors to the property.
- 9.2 Tenants must request written permission from Sanctuary, prior to obtaining any type of pet. Tenants with assistance animals do not need to seek permission; however, it is good practice for staff to be aware of assistance animals at the property.

- 9.3 Applications will be considered on an individual basis and will take into account factors including:
- the size, type and suitability of the property;
 - the type, size and number of animal(s);
 - the type and size of the proposed pet accommodation;
 - the availability of a garden or proximity of other exercise and toileting area;
 - history of previous or current pet ownership (where known);
 - availability of the tenant to ensure the welfare of the animal(s);
 - guidance from professionals such as vets and animal charities; and
 - any relevant property restrictions.
- 9.4 Tenants are responsible for the behaviour of pets or animals occupying or visiting the property and in communal areas, as stated within the terms and conditions of their tenancy agreement.
- 9.5 Tenants must not cause, permit or allow any animals or pets they own or allow to visit the property to:
- cause a nuisance annoyance or damage;
 - interfere with the reasonable peace and comfort of others;
 - disturb, frighten or intimidate; and/or
 - cause injury or offence to persons or premises in the locality of the property or any of Sanctuary's tenants, agents, employees or contractors or anyone acting on behalf of Sanctuary.
- 9.6 Sanctuary will notify the appropriate authorities if it is found that a tenant has neglected an animal's welfare, mistreated or caused unnecessary suffering. In such cases, permission to keep a pet will be withdrawn.

10. Appeals on permissions

- 10.1 Tenants have the right to appeal against the following a decision to:
- refuse or withdraw permission for an alteration or improvement; or
 - impose particular conditions around an alteration or improvement;
 - refuse or withdraw permission for a business to be run from home; and
 - refuse or withdraw permission to allow a pet.
- 10.2 Appeals should be made in writing to the Director - Sanctuary Scotland, who will ensure that the decision is reviewed by a senior member of staff who took no part in making the original decision.
- 10.3 Where permission for improvements have been refused or where particular conditions have been imposed, the tenant also has a right of appeal to the Sheriff Court.

Compensation for Improvements

11. General information on compensation for improvements

11.1 The Housing (Scotland) Act 2001 sets out that when a Scottish Secure Tenancy comes to an end, and the tenant has carried out improvement work to the property, with the landlord's consent, a payment can be made to the tenant to reimburse them for part of the cost of the improvement work.

12. Communication

12.1 Sanctuary will inform tenants at the beginning of their tenancy about their rights and responsibilities in terms of compensation for improvements. Where tenants have specific communication requirements, or require information in alternative formats, we will provide this information in a tailored way.

13. Eligibility

13.1 Compensation will normally only be paid when any work carried out is an improvement. In deciding whether an improvement has been carried out, Sanctuary will consider the following:

- Will the completed works result in less expenditure on maintenance/ replacement costs than if the works had not been completed?
- Will the completed works make the property more attractive to any potential new tenant?

13.2 In rare circumstances, a tenant may replace an element with another which is in similar condition but better suited to their needs, for example an adaptation to a bathroom or kitchen. In these circumstances Sanctuary may still provide compensation, as special consideration will be given to the impact an adaptation could have in meeting the needs of an incoming tenant.

13.3 We will pay compensation only:

- when the tenancy ends; and
- if Sanctuary have given approval for the improvement.

13.4 Where possible, Sanctuary will inform the tenant if the works qualify for compensation or not at the point that the request for permission is approved. Tenants will also be informed that they must keep all receipts for any expenditure arising from the works.

13.5 Only 'qualifying persons' are entitled to compensation. A qualifying person is a tenant who:

- is the tenant who carried out the qualifying improvement work; or
- is a tenant of a joint tenancy which existed at the time the work was carried out; or
- succeeded to the tenancy on the death of the tenant who carried out the work.

- 13.6 Compensation is payable where the tenancy has been assigned to a new tenant.
- 13.7 Compensation is payable where there is a change of landlord.
- 13.8 The Housing (Scotland) Act 2001 sets out the types of improvements that qualify for compensation. These are:
- bath or shower;
 - cavity wall insulation;
 - double glazing or other external window replacement or secondary glazing;
 - draught proofing of external doors or windows;
 - insulation of pipes, water tank or cylinders;
 - installation of mechanical ventilation in bathrooms and kitchens;
 - kitchen sink;
 - loft insulation;
 - rewiring and the provision of power and lighting or other electrical fixtures (including smoke detectors);
 - security measures other than burglar alarm systems;
 - space or water heating;
 - storage cupboards in bathroom or kitchen;
 - thermal radiator valves;
 - wash hand basin;
 - water closet (WC); and
 - work surface for food preparation.
- 13.9 Compensation is not payable in the following circumstances:
- the tenant's tenancy has ended because the tenant has exercised the Right to Buy;
 - the tenancy has been repossessed; and
 - the tenant has been granted a new tenancy for their existing property (for example if a change in legislation were to require the issue of a new tenancy agreement).
- 13.10 Interior decoration does not qualify for compensation.

14. Compensation amounts

- 14.1 A tenant can receive compensation of up to £4,000 for any one improvement, but will not receive any compensation for an improvement if the amount payable under the terms of the scheme is below £100.
- 14.2 In calculating compensation Sanctuary will start with the cost of the improvements. When making a compensation claim residents must be able to supply details of:
- the improvement works;
 - when the improvement works were carried out; and
 - the cost of the works completed.

- 14.3 Sanctuary will request proof of expenditure for all improvement works claimed for. A tenant can claim compensation for the cost of materials (but not appliances such as cookers or fridges) and for labour costs (but not their own labour).
- 14.4 Sanctuary will adjust the present value by a depreciation formula based on the notional life of the improvements set out in Appendix 3 of the [Permissions for Improvement - Group Procedure](#), which is based on the requirements set out in the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002.
- 14.5 Sanctuary may reduce the amount of compensation if it is considered that the cost of the improvement was excessive, or the quality is higher than it would have been had it been installed by us.
- 14.6 Sanctuary may also reduce the amount of compensation if the condition of the improvement is worse than would be expected, based on its notional life, when the tenancy ends.
- 14.7 Any amount owed to us by the tenant at the end of the tenancy, for example rent arrears, will be deducted from the amount of compensation the tenant is eligible to receive.

15. Applications

- 15.1 A tenant must apply in writing during a period starting 28 days before and ending 21 days after the tenancy comes to an end.

16. Appeals

- 16.1 When writing to a tenant letting them know the outcome of their application, we will provide them with reasons if the request has been refused.
- 16.2 Where the request has been refused, the applicant will be offered the right to appeal against this decision. Any appeal should be made in writing to the Director - Sanctuary Scotland, who will ensure that the decision is reviewed by a senior member of staff who took no part in making the original decision.
- 16.3 Where compensation has been refused, the tenant also has a further right of appeal to the Sheriff Court.