



**Muirhouse  
Housing  
Association**

# Policy: Void Management

<b>Title of Policy:</b>	Void Management
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<b>Lead Officer:</b>	Ainan Groat, Housing Services Team Leader
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<b>Scottish Social Housing Charter Outcomes &amp; Standards:</b>	1.Equalities 4.Quality of Housing 5.Repairs, Maintenance and Improvements 13.Value for Money 7,8 and 9. Housing Options 10. Access to Social Housing
<b>Regulatory Standards of Governance and Financial Management:</b>	Standard 5 – 5.1 & 5.4

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## **1. Introduction**

- 1.1 Muirhouse Housing Association is a locally based housing association and we are committed to manage our void properties as efficiently as possible to provide value for money and meet the needs of housing applicants as quickly as possible.
- 1.2 A property is classed as void when there is no current tenancy. The void property therefore has a re-let period, which is the time between one tenancy ending and a new tenancy commencing. Whilst a property is void, no rental income is being received for it.
- 1.3 Loss of rental income can have an impact on the level and quality of service delivery which we can achieve. It is essential, therefore, that an effective and efficient system is in place to manage void properties and limit as far as possible the length of time they remain empty, thus minimising the amount of rental income lost through extended re-let periods and homes remaining empty.

## **2. Aims and objectives**

- 2.1 The main objective of this policy is to ensure that we efficiently and effectively manage our void properties. It also ensures that we;
  - minimise re-let periods;
  - minimise the level of rental loss from properties remaining void;
  - meet applicants housing need as quickly as possible
- 2.2 It is also an objective of this policy to minimise void home repair costs, rechargeable repairs costs, and former tenant arrears, through clear and effective communication with tenants and a process of early property inspections.

## **3. Legislative framework**

- 3.1 Our policy and procedure comply with the Housing (Scotland) Act 2001 and the updated Housing Act (Scotland) 2014 which set out:
  - how a tenancy can be ended;
  - our repair duties, both at the start and throughout a tenancy;
  - a tenant's right to compensation at the end of a tenancy for certain improvements completed by a tenant with our permission;
  - our right to enter a property following 24 hour notice to carry out an inspection
  - the process to follow in the case of an abandonment;
- 3.2 In addition, the Scottish Secure Tenancies (Abandoned Property) Order 2002 sets out the procedures to be followed where belongings are found in an abandoned property.

3.3 We will also have regard to other relevant legislation, such as The Gas Safety (Installation and Use) Regulations 1998, which detail the requirements for gas safety checks in current and new tenancies, and the requirement to provide new tenants with the safety certificate prior to their moving into the property.

#### **4. End of tenancy**

4.1 A void can happen for a number of reasons:

- Formal termination, when a tenant gives formal written notice;
- Death of tenant, when a tenant dies and there is no successor to the tenancy;
- Transfer, when a tenant moves to another of our properties;
- Abandonment, when a tenant has abandoned a property;
- Left without notice, when a tenant hands in keys without notice;
- Eviction, when the courts have given us permission to evict a tenant.

4.2 Formal termination: a tenant is obliged under the terms of their tenancy agreement to give twenty-eight days written notice of their intention to leave the property. We will then inform the tenant of the end of tenancy date and remind them of their end of tenancy responsibilities by means of letter, including:

- the property to be left in a clean and tidy condition;
- the property to be cleared of all effects;
- any fixtures or fittings installed without permission to be removed and any damage caused put right;
- all keys to be returned on or before the end of tenancy date;
- rent is due up to and including the end of tenancy date, regardless of whether the tenant moves out prior to this date;
- forwarding address to be provided.

4.3 The end of tenancy responsibilities are detailed in our tenancy agreement. In addition, tenants who are terminating their tenancy are provided with a written checklist detailing their obligations.

4.4 At the time of termination, a tenant will also be reminded of their obligations concerning rechargeable repairs and our responsibilities under the 'Right To Compensation for Improvement' legislation.

4.5 A date for a property pre-inspection will be agreed during the notice period, and a final property inspection will also be carried out on the last day of the tenancy prior to keys being returned. Wherever possible, both the pre-inspection and final inspection will be carried out with the tenant (or representative in the case of a death) present. A third inspection will normally also be completed after the keys have been returned by the tenant.

4.6 The tenant will then be advised if all identified repairs have been completed and/or if any rechargeable repairs are noted.

- 4.7 Death of tenant: when a tenant dies and there is no person qualified to succeed, the tenancy will be terminated. We will advise the tenant's next of kin, or representative of the end of tenancy responsibilities and procedures.
- 4.8 Following a death, the Housing Officer will discuss sensitively with the next of kin the length of time needed to clear the property and will have discretion to agree up to a maximum of two weeks to return the keys.
- 4.9 Whilst the tenancy is terminated on the date of death, we cannot re-let the property until the keys are returned. We will therefore recover costs for loss of rental income with an occupancy charge being made until the date keys are returned. This charge will be recovered from the former tenant's estate, where funds are available, and will be equivalent to the full rent charge due up to the key return date.
- 4.10 There will be occasions where there are no funds in a former tenant's estate, and therefore the rental loss incurred at this end of tenancy period may not be recovered.
- 4.11 Where there is no next of kin or representative identified, then the estate vests in the Crown. The National Ultimus Haeres Unit will be notified and the appropriate procedures followed.
- 4.12 Transfer: the end of tenancy responsibilities for a tenant transferring to another MHA property are the same as those in the case of a formal termination. A start date for the new property will be given and all responsibilities relating to the current property must be carried out by this date.
- 4.13 Abandonment: see section 7
- 4.14 Left without Notice: if a tenant leaves without notice, then we will contact them to complete a termination form or accept intention to terminate by phone, text or email. We will let the property as soon as possible to minimise the former tenant arrears. If we are unable to contact the tenant, then we will serve an abandonment notice to recover the tenancy.
- 4.15 Eviction: detailed procedures are in place to ensure that where tenancies end in repossession action and eviction, such action is carried out in line with all legal requirements.

## **5. Inspection and repairs**

- 5.1 The property will be inspected once notice has been received at a date agreed with the tenant. A final property inspection will then be completed on the final day of the tenancy

The purpose of the inspections is to:

- ensure that any void properties are safe and secure, taking account of any local social factors or any adverse weather conditions;
  - ensure that all properties meet our minimum lettable standard;
  - assess the need for any repairs
  - identify rechargeable repairs prior to termination and provide a timescale for the tenant to complete any repairs required prior to the final inspection.
- 5.2 We aim to maintain our properties to a high standard to ensure that they are viewed as desirable homes. Properties will only be re-let if they meet our minimum lettable standard, which is set out in Appendix 1. Decoration allowances will be used where appropriate as a way of maintaining the decorative standard of a property while minimising void times.
- 5.3 During an inspection we will determine whether there are any repairs required due to accidental or wilful damage, neglect or vandalism, by a tenant or tenant's visitor. Such repairs will be completed by us and recharged to the tenant.
- 5.4 At the inspection stage, we will also confirm if there have been any improvements carried out by the tenant that qualify them for compensation under the 'Right To Compensation for Improvement' legislation.
- 5.5 Pre-termination inspections; in the case of a formal termination or transfer, a pre-termination inspection will be carried out at a date and time agreed with the tenant within the 28 day notice period. The purpose of the pre-termination inspection is:
- To enable a discussion with the tenant first hand regarding the condition of the property, giving them the opportunity to resolve any issues prior to termination, thus helping to minimise repair costs and avoid rechargeable repairs.
  - to minimise void property periods and rent loss by identifying any issues at an early stage
- 5.6 Where a tenant has died, we will aim to carry out a pre-termination inspection prior to the property being cleared and keys returned with the next of kin or representative where possible.
- 5.7 Final inspections: where ever possible, a final inspection will be carried out on the termination date with the outgoing tenant present. This inspection allows us to establish the final condition of the property and determine any issues that may not have been apparent while the tenant's possessions were still in place. We will try as much as possible to have the final report agreed and signed by both parties.
- 5.8 Any day to day repair work identified during either inspection will be instructed immediately. This may mean repairs being done before the current tenant leaves the property. All further repairs required to bring the property up to standard will be carried out before the new tenant moves in. However, we may arrange for some minor work to be done after a new tenant moves in.

The new tenant will be notified of any outstanding repairs and the timescale for their completion as part of their sign up information.

- 5.9 Gas and electrical checks are carried out after the property is vacated and keys returned. The new tenant will be given the safety certificates before moving into the property.
- 5.10 We will also provide new tenants with an Energy Performance Certificate for any self contained property. This certificate must be no more than ten years old.

## **6. Allocations**

- 6.1 To meet the aims and objectives of this policy, void properties should be let as quickly as possible and in line with our targets as part of our Key Performance Indicators. The process of allocating properties will be effectively controlled in order to minimise allocation timescales.
- 6.2 Pre-allocations: when notification of a tenancy termination has been received or a potential termination is possible, the process of identifying a new tenant for the property will begin immediately. Where possible, properties will be offered to applicants before the termination period ends.
- 6.3 Pre-termination viewings: in the case of a formal termination or transfer, the Housing Officer will ask the tenant to allow a prospective new tenant to view the property before they leave. The current tenant and a member of MHA staff will be present and viewings will be arranged for a time convenient to both the tenant and prospective tenant.
- 6.4 Where the current tenant is unable to allow access, for example due to ill health, we will be flexible and alternative arrangements will be agreed.
- 6.5 To enable the earliest possible entry date for each allocation, we will ensure that pre-termination viewings take place wherever possible, the required standard safety certificates are completed without delay, any day to day repairs are completed prior to the termination date, and that any works such as redecoration, cleaning or any repairs are scheduled to take place and completed without delay.
- 6.6 The entry date for the new tenancy will be set for as soon as possible after the termination date of the previous tenancy

## **7. Abandonment**

- 7.1 A property is considered to be abandoned where:
  - the house is unoccupied; and
  - the tenant does not intend to occupy it as their principal home.
  - the tenant has not followed the termination procedures as required under the terms of their tenancy agreement

- 7.2 If we believe that a property has been abandoned, we will take action to recover possession in accordance with the procedures specified in Section 18 of the Housing (Scotland) Act 2001 in the case of a sole tenant or the procedures specified in Section 20 of the Housing (Scotland) Act 2001 in the case of a joint tenant.
- 7.3 We will take a full inventory and assess the value of any belongings left in an abandoned property. As per the Scottish Secure Tenancies (Abandoned Property) Order 2002, where belongings are found in the repossessed property, we will immediately serve a notice on the tenant, via recorded delivery post or by leaving it in person at their last known address. The notice will advise that the items are available for collection by the tenant or their agent at a specified place for up to 28 days from the serving of the notice. If the belongings are not collected we may dispose of them after the 28 days, but not earlier than the repossession date. On collection of their belongings, tenants will be liable to pay any costs incurred by us for the uplifting and storage of the items.
- 7.4 We will maintain a register of abandoned properties in line with legislation. We will report on the number of abandoned tenancies annually to the Annual Return on the Charter.
- 7.8 A tenant or joint tenant whose tenancy has been ended through the abandonment procedures will have the right of appeal to the Sheriff Court for up to six months after the date of termination of their tenancy. If the court finds that we have failed to comply with the provisions set out in Section 18 of the Housing (Scotland) Act 2001, or acted wrongly or unreasonably in determining a property to be abandoned, they will order us to continue the tenancy. If the court finds in the tenant's favour, but the property has been let to a new tenant, we must provide the tenant with other suitable accommodation.

## **8. Health and safety**

- 8.1 All inspections of empty, abandoned or terminated properties and accompanied viewings, pre and post termination, will be carried out in accordance with good practice and health and safety guidelines. Specific procedures will be in place relating to voids identified as high risk or unsanitary.

## **9. Performance monitoring**

- 9.1 We will recommend to the Board a set of annual targets covering re-let times, tenancy, void numbers and rent loss. Targets will be challenging but achievable and will be based on previous performance as well as available resources. The aim is for continuous improvement.
- 9.2 We will also benchmark our performance against national standards, and the performance of other Registered Social Landlords, in particular through our membership of Housemark and Scottish Housing Network.

- 9.3 We will report performance quarterly to our Board and annually in the Annual Return to the Charter on the percentage of rent lost due to properties being empty, average length of time to relet properties, percentage of tenancy offers refused, and number of abandoned properties.
- 9.4 We will publish performance information regularly on our website, newsletters and in our Annual Landlord Report.
- 9.5 We will monitor reasons given for any refusals of offers of housing to assist in establishing any patterns and inform future reviews of our policies and procedures. We will also obtain feedback from new tenants during settling in visits and post-allocation surveys.

## **10. Equality, Diversity and Inclusion**

- 10.1 We aim to promote equality and diversity in all aspects of our business. discrimination.
- 10.2 In the use of this policy, no one will be treated less favourably than others because of any of the protected characteristics as listed in the Equality Act 2010: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation.

## **11. Confidentiality and Data Protection**

- 11.1 All information provided to us by individuals will be treated in strict confidence and will only be discussed with other parties with prior consent. We will comply with the Data Protection Act 2018 and the General Data Protection Regulations 2016 when holding personal information in our files and on our computer systems.

## **12. Policy Review**

- 12.1 This policy will be reviewed every three years unless key changes are required earlier to comply with legislation, guidance or new learning. 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.

## Appendix 1

### Minimum Lettable Standard

<b>Works</b>	<b>Minimum standard</b>
General Cleanliness	<p>The property must be cleared of furniture and all contents belonging to the previous tenant, including curtains/blinds, damaged floor coverings, rubbish and any unwanted items.</p> <p>Kitchen and bathroom surfaces should be washed down and free from any marks or stains.</p> <p>Carpets and wooden/laminate floor coverings, curtains/ blind belonging to the former tenant may left in the property under the following circumstances:</p> <ul style="list-style-type: none"><li>• the incoming tenant has viewed the property and requested that these items are left.</li><li>• carpets are deemed to be in an acceptable condition – i.e. they are well fitted and free from rucking, staining, significant signs of wear, fraying, and obvious discoloured or faded patches – and could be of use to an incoming tenant.</li></ul>
Decoration	<p>Internal decoration to walls, ceilings and woodwork/gloss work must be clean and generally not marked or damaged. Surfaces should be in good condition with only minor pre-painting repairs required.</p> <p>Where the standard of decoration in a property or an individual room is poor, we will offer the incoming tenant a decoration allowance.</p> <p>We will only redecorate in certain circumstances for example when there is substantial nicotine staining or to enhance our older properties.</p>
Skirtings and Facings	<p>Missing or badly damaged skirtings/facings should be replaced. If it is possible to repair them, they should be re-secured and filled where necessary.</p>

Floors	All loose and missing floorboards must be re-secured/ replaced. Floor surfaces should be even to allow carpets to be laid.
Windows	All windows should be fully operational and checked for safety (e.g. restrictor locks in place and fully functional). Keys should be issued to tenants where window locks have been fitted.
External/Exit Doors to Individual Properties	All external/exit doors should be intact and functioning properly. They should be checked for security and draughts/water ingress.
Internal Pass Doors	All pass doors should be intact and operating properly. Where living room and kitchen doors have door-closers installed, these should be fully operational.
Kitchen Units	All kitchen units must be fully operational: <ul style="list-style-type: none"> <li>• Hinges should be replaced/adjusted where necessary;</li> <li>• Damaged drawers and doors should be replaced;</li> <li>• Worktops damaged as a result of burning or water ingress should be replaced.</li> </ul> <p>Where replacement doors/drawers/worktops are necessary, these should be matched to the current ones already in place.</p>
Electrics	All electrics, including any stand-alone electric heating system, must be checked and a Periodic Inspection Report certificate issued to the new tenant, copy kept by MHA. Alterations to the electric system clearly undertaken by the previous tenant must be removed unless the compliance certificate covers them. Any alterations which comply and are retained will become the responsibility of MHA.
Gas	All properties with gas central heating must have a full gas safety check undertaken and compliance certificate issued to new tenant, copy kept by MHA.

Water Supply	<p>Between October and April, or during severe cold spells, the following action may be appropriate:</p> <ul style="list-style-type: none"> <li>• the property will be kept heated at our cost</li> <li>• or stopcocks will be shut off and the water supply drained down.</li> </ul>
Smoke Alarm	Smoke alarm(s) should be tested as part of the electric safety check.
Medical Adaptations	All hard fixed medical adaptations should be inspected to ensure that they are fully operational. Arrangements should be made with the Social Work Department or other relevant agency for the removal of any portable appliances.
Alterations	Alterations and improvements carried out by the previous tenancy may be left, depending on the type and quality of the alteration. The incoming tenant may be asked to agree to take on the maintenance of an alteration.
Garden Areas	Gardens attached to the property should be cleared of rubbish and, in the growing season, the grass cut as a one-off after the tenant moves in. Boundary fencing and gates provided by MHA will be in a sound condition and free from defects that may cause injury. Fencing installed by a former tenant which is in good condition may be left and the new tenant advised that maintenance is their responsibility.
Keys	At least 2 full sets of keys will be provided
Utilities	Stopcocks and utility supplies will be clearly labelled
Bathroom Suite	Bathroom suite should free from chips/cracks.
Shower Unit	Any instantaneous electric shower will be tested as part of the electric check. Shower must have a screen or shower curtain rail.