



**Muirhouse  
Housing  
Association**

# Policy: Allocations

<b>Title of Policy:</b>	Allocations
<b>Date of Adoption or Last Review:</b>	13 May 2019
<b>Lead Officer:</b>	Ainan Groat, Housing Services Team Leader
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<b>Scottish Social Housing Charter Outcomes &amp; Standards:</b>	<ol style="list-style-type: none"><li>1. Equalities</li><li>2. Communication</li><li>7, 8 and 9. Access to housing &amp; support Housing options</li><li>10. Access to social housing</li><li>11. Tenancy sustainment</li><li>13. Value for money</li></ol>
<b>Regulatory Standards of Governance and Financial Management</b>	Standard 5 – 5.1 & 5.4

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Appendix 1 Points System

## **1. Introduction**

- 1.1 Muirhouse Housing Association is a locally based housing association committed to providing good quality affordable housing. Priority for our housing is given to those in the greatest housing need and households can apply and be assessed for housing through 'EdIndex', Edinburgh's common housing register.

## **2. Purpose**

- 2.1 The aims of this policy are:

- To ensure housing is allocated to those in the greatest housing need
- To ensure we comply with the relevant legislative and regulatory requirements
- To fulfil our responsibility to work in partnership with City of Edinburgh Council in addressing the needs of homeless people
- To make best use of our housing stock by ensuring an applicant's needs and choices can be matched to the most appropriate housing
- To work in partnership to provide information and advice to applicants regarding their housing options and choices.

## **3. Scope**

- This policy takes full account of the following regulatory requirements and good practice guidance:
- The Housing (Scotland) Act 2014
- The Scottish Housing Regulator's Regulatory Standards of Governance and Financial Management
- The Scottish Government's Practice Guide for Social Housing Allocations

## **4. Access to housing**

- 4.1 Anyone aged 16 or over can apply to be added to the housing list. Applicants may request an EdIndex Application Form from our office, from any other of the EdIndex Partner Landlords or download one from the EdIndex website.

- 4.2 Applications may be returned to our office or to any other EdIndex partner landlord. Applications will then be forwarded to EdIndex, who aim to process them within 5 working days.

- 4.3 As an Edindex partner, we will provide advice and assistance to applicants, where possible, about their opportunities for housing with MHA and through

EdIndex. We will also give applicants advice about improving their current housing circumstances to help them make informed choices about their options.

4.4 We aim to allocate at least 50% of our available vacancies every year to applicants who are classed as statutory homeless by City of Edinburgh Council, and at least 10% to transfer applicants.

4.5 When admitting a household to the housing list, no account will be taken of:

- Income of the applicant or anyone to be housed with them
- Any spent tenancy debts
- Any outstanding liabilities against a property of which the applicant was not the tenant at the time the debt accrued
- Any current outstanding tenancy debts, if the amount is no more than one month's rent
- Any current outstanding tenancy debts where the amount is greater than one month's rent, but the applicant has a payment arrangement in place which they have kept to for at least three months and to which they are continuing to make the agreed payments.
- The length of time an applicant has been resident in the area. However, applicants with a specific need to move to the area will be prioritised to an extent through the points system, for example if they are employed or have been offered employment in the area, they need to give or receive family support, they are victims of violence/harassment, or where a family is having to live apart
- The length of time an applicant is on the list for housing. Date of application is used only where two applicants have equal points, in which case the application with the earliest registration date will be given priority.

## **5. Assessment of need**

5.1 Our housing is allocated on the basis of housing need. This is assessed according to a points system (see Appendix 1) which has been designed to ensure that those in greatest need are prioritised. Points are awarded according to the household's living circumstances in the following categories:

- Homelessness
- Overcrowding
- Under occupation
- Unsatisfactory housing conditions
- Sharing amenities

- Health
  - Social and support needs
  - Other special factors
- 5.2 The offer of a property will be made to the applicant with the highest number of points unless there are exceptional circumstances (see 12. 'Sensitive Lets').

## 6. **Property Ownership**

- 6.1 We will consider property ownership by an applicant or by a person who lives with or proposes to live with the applicant. If they own a property that they can reasonably be expected to occupy then we will not offer them an MHA property unless it is unsafe for them to do so (i.e. a threat of violence/ abuse, or structural danger). If we believe that the owner is likely to be able to live in their current home (e.g. if repairs are carried out or adaptations are made) a short Scottish Secure Tenancy (SSST) will be granted.

## 7. **Household composition**

- 7.1 Applicants will be considered to be a match for a property where they need exactly the same number of bedrooms as the available property and need the same number of bed spaces or one bed space less, according to the following criteria:
- Single adult: any single person aged 16 or over qualifies for one bedroom, single or double
  - Couple: two people aged 16 or over in a relationship together as partners qualify for one double bedroom
  - Any two children aged under 7, or two children of the same sex aged under 14 qualify for one double bedroom
  - Any other child qualifies for one bedroom, single or double
  - No two children or adults may share a single bedroom
- 7.2 We will never knowingly make an allocation which results in a household being overcrowded or under occupied and therefore applicants requiring more/ less bed spaces than are available in a property will not be considered.
- 7.3 In certain circumstances, we may grant an extra bedroom to an applicant who is a foster carer, kinship carer, to allow child access, for a family member in the child forces, for a carer or for medical reasons. These applications will be considered on a case-by-case basis and subject to confirmation.

## **8. EdIndex Partnership**

- 8.1 In line with the Scottish Government commitment to address homelessness, and in collaboration with our EdIndex partners, we will support the work being taken forward to embed the 'Housing First' approach in Edinburgh. We will fully consider any Housing First applicants for an offer when they come to the top of a shortlist or are put forward as a nomination by the Council.
- 8.2 As part of the City of Edinburgh Domestic Abuse Policy, we collaborate with our EdIndex partners to ensure a consistent approach when working with victims of domestic abuse and will consider requests from partner landlords for a management transfer based on need and risk assessment.
- 8.3 We also take part in the City of Edinburgh Council 'Delayed Discharge Scheme'. Where possible we will match any available property against a list of people unable to leave hospital because their current housing is unsuitable for their needs.
- 8.4 To allow the greatest access possible to our housing, as well as enabling us to assist the Council in meeting their strategic housing objectives, we accept nominations from the City of Edinburgh Council and take Section 5 Homeless Referrals from the Council in line with our duty as an RSL to house statutory homeless people.

## **9. Offers and refusals**

- 9.1 Offers of housing will be made over the phone, followed up by confirmation in writing. Applicants will be given an appointment to view the property.
- 9.2 The applicant will be required to accept or refuse the property no later than the working day following the viewing. Following this acceptance, we will ask for a tenancy reference from the applicant's most recent landlord where applicable.
- 9.3 If the property is refused, the property will be offered to the next highest pointed applicant on the list. We will ask the applicant for the reasons for the refusal in order to update their application to try to ensure that any future offers made meet their requirements. We will monitor the reasons for refusals to detect any trends or problems with our properties or area.
- 9.4 The criteria we use to match households to property size differs from the Department of Work and Pensions' rules on under occupation. Where applicable, we will provide advice and information to applicants to ensure they are able to make an informed decision prior to accepting a tenancy.

## **10. Management allocations**

- 10.1 Very occasionally, situations may arise where current tenants have an extreme or emergency need for rehousing, but their specific circumstances are not covered by the points system. In such cases, a decision may be taken to make a management allocation.
- 10.2 The same may also apply where one of our EdIndex partners asks for help to rehouse one of their tenants in similarly urgent or extreme circumstances.
- 10.3 Management allocations are intended for use only in very exceptional circumstances or emergency situations where there are no other options available within the policy. Any such decision must be taken at a senior level, by the Housing Services Team Leader and approved by the CEO. The reasons for the Management allocation will be fully documented and reported to the Board at the next subsequent Board meeting.

## **11. Sensitive Lets**

- 11.1 We may make a decision to treat a certain property as a 'sensitive let' in the interests of achieving a balanced community and helping tenancy sustainment. We will consider the applicant's housing need with the suitability of the available property and the needs of their prospective neighbours. In some cases, we may not automatically offer a property to the applicant at the top of the shortlist.
- 11.2 If we bypass an applicant because they do not meet the criteria for the sensitive let, then we will try to ensure as much as possible that they will be considered for the next available property of the same type and size.
- 11.3 A decision to treat a property as a sensitive let and bypass an applicant for this reason will be taken by the Housing Officer and approved by the Housing Services Team leader, with the reasons explained and recorded.

## **12. Transfers**

- 12.1 Existing tenants wishing to transfer to another of our properties must apply through EdIndex. Their application will then be assessed and awarded points in the same way as external applicants. We aim to allocate 10% of our available vacancies every year to transfer applicants.
- 12.2 Before a transfer can be approved, the following conditions must normally be met:
  - Transferring tenants must keep to the end of tenancy conditions stated in their tenancy agreement.

- The decoration, cleanliness and state of repair of the tenant's current property must be of a suitable standard to allow it to be re-let without redecoration costs.
  - If this is not the case, the tenant will be required to bring it up to standard themselves or agree to cover the costs of having this carried out by us
  - They must clear the property of all furniture and personal effects and leave it in a clean and tidy condition.
  - Transferring tenants must have conducted their tenancy in a satisfactory manner.
  - We will not accept a transfer application where the transfer would result in the under occupation or overcrowding of a property.
- 12.3 Transfers due to property improvement or rehabilitation work, or for long term decants, will be dealt with as Management Allocations (see section 13).

### **13. Mutual exchange**

- 13.1 Under the terms of the Housing (Scotland) Act 2001, all Scottish Secure Tenants have the right to carry out a mutual exchange of their property with another Scottish Secure Tenant, either of their own or of any other registered social landlord. A mutual exchange can only take place with our prior written consent, which we cannot unreasonably refuse.
- 13.2 Any tenant wishing to carry out a mutual exchange must apply in writing and provide details of the other tenant, household compositions, details of landlord (if different), property details and the date the applicants wish the exchange to take place.
- 13.3 In the case of a joint tenancy, the application must have been agreed and signed by each tenant. Any spouse, civil partner or co-habitant must confirm that they agree to the proposed exchange.
- 13.4 Before a mutual exchange can be approved, the following conditions should normally be met
- The proposed new tenant must be aged 16 or over
  - The proposed exchange must not lead to overcrowding or under occupation
  - The other landlord, if applicable, must give permission for the exchange
  - Both parties must have conducted their tenancies in a satisfactory manner
  - Both parties must agree in writing to accept the properties in their condition at the time of the exchange; we will not accept any responsibility for any rechargeable repair or redecoration in connection with an exchange.



13.5 In addition, we will expect any MHA tenant seeking permission for a mutual exchange to have lived at their current address for at least 12 months at the time of their application.

## **14. Assignment**

14.1 An assignment is the transfer of a tenancy from the tenant to another person (the assignee). Scottish Secure Tenants who have been living in their property for at least 12 months have the right to assign their tenancy. Assignment can only take place with our prior written consent, which we cannot unreasonably refuse.

14.2 Any tenant wishing to assign their tenancy should apply in writing and provide the following information

- Details of the proposed transaction including details of the assignee, and anyone else who will be occupying the property
- Whether any payment has been or is to be received by the tenant in consideration of the transaction
- The date the tenant wishes the assignment to take place

14.3 In the case of a joint tenancy, the application must have been agreed and letter of application signed by both tenants. Any spouse, civil partner or co-habitant must confirm that they agree to the proposed transaction.

14.4 The following conditions require to be met:

- The proposed assignee must be aged 16 or over
- The proposed assignee has previously notified us at least 12 months previously that they are living in the property as their sole or principal home.
- The proposed transaction will not lead to overcrowding or under occupation
- There are no antisocial behaviour issues

## **15. Succession**

15.1 Under the terms of the Housing (Scotland) Act 2001, on the death of a Scottish Secure Tenant, the tenancy passes by law to a qualifying person. This is known as succession. The Act also allows for a second succession to the tenancy by another qualifying person.

15.2 Schedule 3 of the Act sets out those who would qualify to succeed to a tenancy and puts them into three levels of priority, as follows:

15.3 Level one – first priority

A person qualifies as having first priority to succeed to a tenancy if they are:

- A surviving joint tenant, and the property was their only or principal home at the time of the tenant's death
- The tenant's spouse or civil partner, and the property was their only or principal home at the time of the tenant's death
- The tenant's cohabitant (of the opposite sex or the same sex, where there is no marriage or civil partnership) and the property was their only or principal home at the time of the tenant's death, and they notified us that they were living in the property as their only or principal home at least 12 months prior to the tenant's death.

#### 15.4 Level two – second priority

A person qualifies as having second priority to succeed to a tenancy if they are a member of the tenant's family, they notified us at least 12 months prior to the tenant's death that they were living in the property as their sole or principal home, they are aged at least 16 years, and the property was their only or principal home at the time of the tenant's death.

#### 15.5 Level three – third priority

A person qualifies as having third priority to succeed to a tenancy if they are a carer providing, or who has provided care for the tenant or for a member of the tenant's family, they notified us at least 12 months prior to the tenant's death that they were living in the property as their sole or principal home, they are aged at least 16 years, the house was their only or principal home at the time of the tenant's death and the carer had given up their only or principal home in order to live with the tenant.

15.6 On the death of the tenant, the tenancy will pass firstly to any person qualifying at level one. If the qualifying person at level one declines the tenancy, or if no one is qualified at level one, the tenancy will pass to any person qualifying at level two. If the qualifying person at level two declines the tenancy, or if no one is qualified at level two, then the tenancy will pass to any person qualifying at level three. At every stage, we must make every effort to determine if there is anyone entitled to succeed to the tenancy, and give each person written notice of this.

15.7 Where more than one person qualifies at any one of the levels, they must decide among themselves, within four weeks from the date of death or from the written notification of their right to succeed, who will succeed to the tenancy. They may agree upon a sole or joint tenancy. In the event that they are unable to reach an agreement, we have the right to make the decision.

15.8 Under the provisions of the Housing (Scotland) Act 2001, a tenancy can only be succeeded to twice. Following the death of a tenant who inherited the

tenancy through a first succession, the tenancy can pass a second time to another qualifying person. At either a first or second succession, if there is no person qualifying to succeed, or if every qualifying person declines the tenancy, then the tenancy is terminated.

- 15.9 On the death of a tenant who inherited the tenancy through a second succession, the tenancy will be terminated, unless there is a surviving joint tenant who continues to use the property as their only or principal home. If on the death of a tenant who inherited the tenancy through a second succession there is a person who is not a joint tenant, but would otherwise have qualified to succeed to the tenancy had there not already been two previous successions, that person is entitled to continue as a tenant for up to 6 months, to allow that person time to find alternative accommodation. In such cases, an occupancy agreement will be granted for this period instead of a Scottish Secure Tenancy.
- 15.10 Should a qualifying person with succession rights decline the tenancy, they must give written notice of this within 4 weeks of the tenant's death or from receiving written notification of their right to succeed. They must then vacate the property within three months of their written notice declining the tenancy. They will be liable for rent charges due only for their actual period of occupation after the tenant's death.
- 15.11 Where a property has been specially designed or substantially adapted for occupation by a person with specific needs, at a first succession, a person qualifying at level one has the automatic right to succeed to the tenancy regardless of whether they themselves have the specific need for that type of accommodation. Any other person who would normally qualify at level two or three will only be eligible to succeed to the tenancy if they have the special need provided for by that accommodation.
- 15.12 Where a property has been specially designed or substantially adapted for occupation by a person with specific needs, at a second succession, any person who would normally qualify at any level will only be eligible to succeed to the tenancy if they have the special need provided for by that accommodation.
- 15.13 Where a tenancy is terminated and there is a person who, but for the specific rules relating to succession in a property specially designed or substantially adapted for occupation by a person with specific needs, would otherwise have qualified for a succession, we must make suitable alternative accommodation available to them.

## **16. Sub-letting**

- 16.1 Under the terms of the Housing (Scotland) Act 2001, all Scottish Secure Tenants who have lived in their property for at least 12 months prior to the submission of their application have the right to sublet all or part of their property. Subletting can only take place with our prior consent, which we cannot unreasonably refuse.
- 16.2 Any tenant wishing to sublet all, or part of their property must first apply in writing, providing the following information:
- Details of the subtenant and anyone else who will be occupying the property
  - Details of any payment which has been or is to be received by the tenant in consideration of the transaction
  - The date the tenant wishes the transaction to take place
  - A copy of the proposed sublease between the tenant and subtenant
- 16.3 In the case of a joint tenancy, the application must have been agreed and signed by both tenants. Any spouse, civil partner or co-habitant must confirm that they agree to the proposed subletting.
- 16.4 The following conditions require to be met
- The proposed subtenant must be aged 16 or over
  - The proposed charges must appear to us to be reasonable. We will deem the proposed charges to be reasonable if they are the same as or less than the amount of rent paid by the tenant to us, plus any reasonable extra charges to cover additional costs such as the provision of furniture, payment of insurance, energy bills etc. Any refundable security deposit should not be more than the value of one month's rent charge. No other charge may be made
  - The terms and conditions of the sublease must also be deemed by us to be reasonable
  - The tenant must intend to return to the property within a specified period of time to use it as their only or principal home.
  - The tenant must obtain our written permission prior to implementing any increase in the rent charged to the subtenant. Permission will only be granted if we believe the increase to be reasonable
  - At the end of the sublet, the tenant must return to live in the property. If they do not return, they must end their tenancy and the sublease arrangement.
  - The tenant must provide an address and phone number where they can be contacted during the sublet. In addition, the tenant may nominate someone else to act as a day to day contact in connection with the sublet.

- Any sublet will only be granted for an initial period of up to six months. Requests to renew the sublet will be considered at our discretion and may be granted for up to a further six months, depending on individual circumstances. After the initial six-month period, a maximum of two extensions of up to six months will be permitted, up to a total maximum of 18 months. However, in line with our obligation towards meeting housing need, we must continue to be satisfied that the principal tenant has every intention of returning to the property.
  - The property is part of a scheme specifically designed for people with specific needs, or designated for a particular client group, and the proposed subtenant does not meet the criteria
- 16.5 The principal tenant remains responsible for ensuring that the terms and conditions of the tenancy are met and will be responsible for the conduct of the subtenant during their sublet. Any legal action arising from breach of tenancy on the part of the subtenant will be taken against the principal tenant.
- 16.6 If the tenant decides to bring the subletting arrangement to an end, they are responsible for legally ending the sublease arrangement and asking the tenant to leave.

## **17. Lodgers**

- 17.1 Under the terms of the Housing (Scotland) Act 2001, all Scottish Secure Tenants have the right to take in a lodger. A lodger is someone who rents the use of one or more rooms, or part of a room and other services in a property from a tenant. Family members are not normally considered to be lodgers, (although permission must still be sought from us before additional family members can move into a property.) A tenant can only take in a lodger with our prior written consent, which we cannot unreasonably refuse.
- 17.2 Tenants wishing to take in a lodger must apply in writing, providing the following information:
- Details of the proposed lodger and anyone else who will be occupying the property
  - Details of any payment which has been or is to be received by the tenant in consideration of the transaction
  - The date the tenant wishes the arrangement to start
  - A copy of the proposed occupancy agreement between the tenant and lodger

- 17.3 The following conditions require to be met:
- The proposed lodger must be aged 16 or over
  - The proposed arrangement must not lead to overcrowding
  - There should be no antisocial behaviour issues
  - Any proposed charges must be reasonable, taking into consideration the current rent and the size of the part of the property to be used by the lodger, and any furniture or equipment being made available as part of the agreement
  - The tenant must obtain our prior consent before increasing the rent or other payment payable by the lodger
  - The terms and conditions of the occupancy agreement must be reasonable
- 17.4 A lodger is not a joint tenant and they have no legal relationship with us, they will have an Occupancy Agreement with the tenant detailing their occupancy rights. The tenant remains wholly responsible for the conditions of the tenancy and the payment of all charges due. The principal tenant remains responsible for ensuring that the terms and conditions of the tenancy are met and will be responsible for the conduct of any lodger during their occupancy. Any legal action arising as a result of unacceptable behaviour on the part of a lodger will be taken against the tenant. If the tenant terminates their tenancy, then any lodging agreement is brought to an end by the termination.

## **18. Reasonable Grounds for Refusing Consent**

- 18.1 We may refuse permission for a mutual exchange, assignation, lodger or sublet if it is reasonable for us to do so. Reasonable grounds for refusing consent, as highlighted in Section 33 Subsection (3) of the Housing (Scotland) Act 2001, include the following:
- We have served a notice of proceedings for recovery of possession on the tenant, specifying one of the grounds 1-7 in Schedule 2 of the Act
  - An order for recovery of possession has been made against the tenant
  - There has been an antisocial behaviour order granted against the current tenant or a member of their household, or the proposed new tenant has a current antisocial behaviour order against them or was previously evicted for antisocial behaviour
  - The proposed new tenant would not be given reasonable preference under our allocation policy or there are reasons which would give us grounds to suspend them from receiving an offer under the terms of this policy.
  - The tenant has not lived in their property for at least 12 months prior to submitting their application

18.2 In addition, other grounds on which we may reasonably withhold our consent include, but are not limited to the following:

- The proposed transaction would result in the property being under occupied/overcrowded.
- The property is found to be in an unacceptable condition due to tenant damage or neglect.
- The property is designed for people with specific needs or designated for a particular client group and the proposed new tenant does not meet the criteria.
- it appears that a payment has been or is to be received by either tenant in consideration of the transaction.
- We intend to carry out work on the property.

18.3 We must give our written consent or refusal within one month from the date all the information required for the application has been submitted. Should we fail to meet this timescale, the tenant is legally entitled to assume that consent has been granted.

18.4 In the case of a joint tenancy, the application must have been agreed and signed by both tenants. Any spouse, civil partner or co-habitant must confirm that they agree to the proposed subletting.

18.5 If it is found that an application to assign a tenancy has been falsified, or that deliberately misleading information has been provided, or that information has been withheld in order to influence our decision, we may refuse or withdraw our permission, or commence legal action to recover the tenancy.

## **19. Equality, diversity and inclusion**

19.1 We aim to promote equality and diversity in all aspects of our business.

19.2 No tenant, applicant for housing, nor anyone who is part of an application, will be treated differently or 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
- 19.3 We will made reasonable adjustments for disabled people where it is necessary and possible to do so.
- 19.4 Upon request, we will make information available in alternative formats, such as large print, audio, Braille, and community languages

## **20. Declarations of Interest**

- 20.1 We will comply with the Scottish Housing Regulator's Regulatory Standards on Governance and Financial Management. We have in place appropriate controls to manage potential benefits to our Board members, employees and their close relatives with regard to the allocation of housing. Our Code of Conduct for Board Members and our Code of Conduct for Staff set out requirements and expectations around the standards of conduct by Board members and staff. This includes declaring and managing personal interests.
- 20.2 Applicants are asked to declare if they are a Board member, are related to a Board member, are an employee or related to an employee.
- 20.3 Allocations may be made to applicants in these circumstances, as long as the following conditions are met:
- The allocation is made according to our standard needs' assessment and allocation process, without any special consideration being given
  - The allocation is approved by the Board of Management
  - The tenancy granted is declared and recorded in our Register of Interests.

## **21. Appeals and Complaints**

- 21.1 Anyone wishing to make an appeal or complaint about a decision made as part of the application, assessment or allocation process may apply to us directly and there are two stages to this process.
- 21.2 A tenant/ applicant may appeal in person, writing or by email and this will be reviewed by the Housing Services Team Leader and a reply given within 5 working days.
- 21.3 If the tenant/ applicant is dissatisfied with this decision, then they may appeal for a review by writing to the Chief Executive. A reply will be given within 10 working days and will be the final decision.
- 21.4 Applicants/ tenants also have the right to apply to the Sheriff Court. The Sheriff may order us to consent to the application if the court believes that we have refused consent unreasonably.



21.5 If an applicant or tenant is dissatisfied with the level of service we have provided and the way we have handled the allocation as opposed to the outcome, then the complaint will be dealt with in line with our Complaints Handling procedure.

## **22. Confidentiality and Data Protection**

22.1 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.

## **23. Monitoring and performance**

23.1 We will report to the Board quarterly on our performance for relet times, voids days and rent loss, and annually to the Annual Return on the Charter.

23.2 We will publish performance information regularly on our website, newsletters and in our Annual Landlord Report.

## **24. Policy review**

24.1 This policy will be reviewed every 3 years unless key changes are required earlier to comply with legislation, guidance or new learning.

24.2 As part of this policy review and in accordance with the Housing (Scotland) Act 2014, consultation will take place with staff, tenants, applicants and other stakeholders to ensure account is taken of operational issues and the opinions of service users and other interested parties.

## Appendix 1: Points System

Points may be awarded in more than one category where appropriate.

### 1. Homelessness

Where applicant has been assessed by City of Edinburgh Council as homeless and in priority need	100
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### 2. Overcrowding

Children of mixed sex can share a room until the older child reaches 7, and same sex children can share a room until the age of 14. Maximum points level 16.	
<ul style="list-style-type: none"><li>For each bedroom lacking</li></ul>	4

### 3. Under occupation

Points for each bedroom not required to a maximum of 6 points	
<ul style="list-style-type: none"><li>For each bedroom not required</li></ul>	2

### 4. Unsatisfactory housing conditions

<ul style="list-style-type: none"><li>Unsatisfactory condition</li></ul>	6
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### 5. Sharing Amenities

<ul style="list-style-type: none"><li>No exclusive use of bedroom</li></ul>	4
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### 6. Health

<ul style="list-style-type: none"><li>Unable to leave hospital due to type of home</li></ul>	100
<ul style="list-style-type: none"><li>Health issues</li></ul>	6

### 7. Social and Support needs

<ul style="list-style-type: none"><li>Violence and Harassment</li></ul>	100
<ul style="list-style-type: none"><li>Social and support needs</li></ul>	6

### 8. Discretionary Points

For any special factors about the applicant's housing circumstances not included in any of the above categories, discretionary points may be awarded subject to approval by the Chief Executive and a report to the next meeting of the Board of Management. Minimum 2 points to a maximum of 4 points.