

# TENANCY MANAGEMENT POLICY

SEPTEMBER 2024



LANARKSHIRE  
HOUSING ASSOCIATION LTD



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**TENANCY MANAGEMENT POLICY**

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\*(note Lanarkshire Housing Association hereinafter referred to as LHA)

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## **TENANCY MANAGEMENT POLICY**

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\*(note Lanarkshire Housing Association hereinafter referred to as LHA)

### **1.0 INTRODUCTION**

- 1.1 Lanarkshire Housing Association (LHA) will manage its homes in accordance with legal provisions and contractual terms contained within their tenancy agreements and best practice guidelines.
- 1.2 This policy outlines how LHA will manage its tenancies.
- 1.3 This policy sets out our approach to managing changes to a tenancy in respect of:
  - Scottish Secure Tenancy
  - Short Scottish Secure Tenancy
  - Termination of Tenancy
  - Mutual Exchange
  - Joint tenancy changes
  - Assignment
  - Succession to tenancy
  - Sub-let
  - Permission to reside/ Lodger
- 1.4 The following legislation is relevant to this policy.

### **2.0 SCOPE**

This policy covers the rights of LHA tenants, recipients of a service from LHA, our employees and anyone who delivers a service on our behalf.

### **3.0 SCOTTISH SECURE TENANCY (SST)**

- 3.1 Most of our tenants will be offered/or will have a Scottish Secure Tenancy (SST) agreement. Other tenants may be offered a Short Scottish Secure Tenancy (SSST). The SST applies to houses let by local authorities,

RSLs, water or sewage authorities in an order by the Scottish Ministers.

3.2 The tenancy agreement sets out our responsibilities as a landlord and tenants' obligations.

3.3 LHA can only vary the terms of the tenancy agreement in consultation with all tenants affected.

#### **4.0 SHORT SCOTTISH SECURE TENANCY (SSST)**

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

The tenancy lasts for a specified period of at least twelve months, which can be terminated as soon as it reaches its end. We will serve a notice to the prospective tenant to advise if their tenancy will be a SSST before any agreement is signed.

There are two types of SSST that may be offered:

- SSST (Antisocial behaviour related grounds) offered for a period of at least six months
- SSST (Grounds unrelated to antisocial behaviour)

4.2 Tenants with a Short Scottish Secure Tenancy (SSST):

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

4.3 LHA may grant an SSST where there has been a history of anti-social conduct on the part of the tenant, or a member of their household, or where LHA is allowed to grant a temporary let, or to new tenants on a probationary basis.

4.4 Full details of how we manage Scottish Short Secure Tenancy (SSST) are set out in a separate policy.

#### **5.0 TERMINATION OF TENANCY**

5.1 A Scottish Secure Tenancy (SST) can only be terminated:

- By four weeks' notice given by the tenant to the landlord

- By written agreement between the landlord and tenant
  - Conversion to a SSST because an anti-social behaviour order has been granted against the tenant
  - On the death of a tenant where a qualifying person succeeds to a tenancy on the death of a previous tenant
  - Where the property has been abandoned and notice has been served
  - Where the landlord has successfully brought action under one of the grounds for possession and has secured a court order for possession.
- 5.2 Tenants who are temporarily accommodated in another house because their house is not available for occupation have their security of tenure protected.
- 5.3 LHA will not bring any tenancy to an end in any way other those stated in 5.1.

## **6.0 MUTUAL EXCHANGE**

- 6.1 Scottish secure tenants have a legal right to exchange their tenancy with other Scottish secure tenants. This applies also where tenants are tenants of different landlords, including council tenants but not private landlords.
- 6.2 Reasons to refuse consent to a mutual exchange

It is clearly reasonable to refuse consent where LHA has served a Notice of Proceedings and is considering raising court action for recovery of possession. The Housing Officer must check the details of each case. A Notice may be in force, for example, a breach that has been remedied or repayment of rent outstanding. In such cases, the Officer should withdraw the Notice and proceed with the exchange request accordingly.

Order for recovery of possession - Where LHA has been granted an order for recovery of possession, no exchange request should be granted as LHA will be seeking to evict the tenant(s) by the date specified in the extract decree.

Tied Accommodation - Where the tenant occupies accommodation as part of his/her contract of employment, exchange requests should be refused, as this would have adverse effects upon the tenant's ability to fulfil work duties.

Housing designed/adapted for persons with special needs - This provision is to ensure that accommodation provided for people with special needs continues to be reserved for this purpose. It is important to note that the 2014 Act does not specify that it must be the tenant who has special needs. For example, the house could have been adapted for a member of the tenant's family with special needs such as a wheelchair user. When considering requests, it is necessary to check if any member of the incoming tenant's household may have the special needs requiring such accommodation.

Substantially larger accommodation - The legislation empowers landlords to refuse applications where, as a result of the exchange, the accommodation being taken up would be substantially larger than that required by the tenant and the tenant's family.

There is no definition of substantially larger and each case must be assessed on its merits. For example, a single person wishing to exchange into a 3 or 4 bedroom property would probably satisfy this criterion

Accommodation unsuitable to tenants' (and tenants' family) needs - This is not defined in statute and the Housing Officer must assess each case on its merits. In carrying out any assessment the Housing Officer should consider medical and other factors.

Medical factors - The house may not be suitable because of its location, for example, a member of the incoming tenant's household has serious medical problems or is unable to manage the stairs.

Special needs - Where a property may be unsuitable for the incoming tenant at present, LHA may consider provision of medical adaptations subject to an Occupational Therapy referral and budget availability that would make the accommodation suitable.

Overcrowding - The statutory overcrowding standard is laid down by the Housing (Scotland) Act 1987. Applications to exchange will be assessed by household size to evaluate whether it fails to meet the legal standard. This is also reflected in our Allocations Policy.

Payment - has been made in cash or in kind by any of the applicants to each other in consideration of the proposed exchange.

- 6.3 LHA will notify the tenant in writing of its decision within 28 days of receiving their application. Where consent has been refused, we will advise the applicant of the reason(s) for refusing consent.

If LHA has not made a decision within 28 days of receiving the application LHA will have deemed to have consented to the same under and in terms of Schedule 5, Part 2, Para 12 of the Housing (Scotland) Act 2001.

- 6.4 Tenants have the legal right to appeal the decision through the Sheriff Court. If they wish to do so they should contact their solicitor or local advice center, for example The Citizens Advice Bureau. Alternatively, LHA will provide further details on how to appeal.

## **7.0 JOINT TENANCY**

- 7.1 LHA will ensure that joint tenancy applications are processed in accordance with legal provisions; contractual terms contained within the tenancy agreement and best practice guidelines.
- 7.2 Legal provisions exist that govern the right to a joint tenancy, Housing (Scotland) Act 2001, Section 11 as amended by the Housing (Scotland) Act 2014.
- 7.3 LHA will permit a joint tenancy to be created at the commencement of a tenancy between any two persons who were joint housing applicants.
- 7.4 Where an application is made for the creation of a joint tenancy after the commencement of a tenancy then LHA may permit a joint tenancy if the existing tenant applies in writing and supplies relevant additional information at the time of applying for permission. A form is provided for tenants to submit details of the proposed joint tenant.
- 7.5 In accordance with 5.2 Section 12 (1) of the Housing (Scotland) Act 2014 the proposed joint tenant must have lived at the property as their only or principal home for the 12 months before the tenant applies for them to become a joint tenant and the tenant, or any one of the joint tenants, or the person who has moved in must have notified the LHA that the person has moved in and that the property is the person's only or principal home.
- 7.6 The 12-month qualifying period (as set out above) does not begin until LHA has been notified and has given consent for the person to reside. Any period before we have been notified or given consent will not count as part of the 12-month qualifying period. The 12-month qualifying period applies to everyone including the tenant's spouse, civil partner or co-habiting partner.
- 7.7 Reasons for which an application for a joint tenancy may be refused are not exhaustive, some of the grounds where an application may be refused are:
- A Notice of Recovery of 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
  - An Order for Recovery of Possession has been made against the tenant

- A payment has been received by the tenant, in cash or in kind, in consideration of the joint tenancy request
- LHA 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 or prospective joint tenant has outstanding debt owed to LHA in terms of their tenancy being either arrears of rent, rechargeable repairs or any other debt related to their occupancy of the property
- LHA has been given incomplete or false information about the application
- The house is unsuitable for the prospective joint tenants needs
- The prospective 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 property in question has substantial adaptations or design features which are not required by the joint tenant 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.

7.8 LHA will notify the tenant in writing of its decision within 28 days of receiving their application. Where consent has been refused, we will advise the applicant of the reason(s) for refusing consent.

If LHA has not made a decision within 28 days of receiving the application LHA will have deemed to have consented to the same under and in terms of Schedule 5, Part 2, Para 12 of the Housing (Scotland) act 2001 Act.

7.9 When the tenant or the proposed joint tenant is within the definition of a \*relevant person, the decision to grant or refuse permission shall only be given by the Director following receipt of an appropriate report by the Housing Officer.

7.10 Tenants have the legal right to appeal the decision through the Sheriff Court. If they wish to do so they should contact their solicitor or local advice center, for example the Citizens Advice Bureau. Alternatively, LHA will provide further details on how to appeal.

\*relevant person

- A member of staff or a family member
- A Board member or family member



- An elected person or family member

## 8.0 ASSIGNATION

- 8.1 LHA will consider applications to assign a tenancy as set out in the Housing (Scotland) Act 2001, as amended by the Housing (Scotland) Act 2014 and in our Scottish Secure Tenancy Agreement.
- 8.2 Before a tenant can assign the tenancy of their home to someone else, they must apply in writing to LHA for permission to do so and get our written consent, we will permit assignation only 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
  - The person that the tenant wishes to assign their tenancy to must have lived at the property as their only principal home for the 12 months before the application to assign is made
  - The tenant, joint tenant or person they wish to assign their tenancy to must have notified the landlord that the person they wish to assign the tenancy to has been living in the house as their only or principal home
  - The 12-month qualifying period (as above) does not commence until LHA has been notified and has given its consent for the 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 or principal home, no notification is required.
- 8.3 The assessment of the application for permission to reside will take account of both the tenant and the proposed assignee's circumstances and in all cases, must satisfy the criteria set down in Section 32 and Part 2 of Schedule 5 of the Housing (Scotland) Act 2001.
- 8.4 Reasons for which an application for an assignation may be refused are not exhaustive, some of the grounds where an application may be refused are:
- A Notice of Recovery of 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
  - An Order for Recovery of Possession has been made against the tenant

- A payment has been received by the tenant, in cash or in kind, in consideration of the assignation request
- LHA 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 or the prospective assignee has outstanding debt owed to the LHA in terms of their tenancy being either arrears of rent, rechargeable repairs or any other debt related to their occupancy of the property
- LHA has been given incomplete or false information about the application
- The house is unsuitable for the prospective assignees needs
- The prospective assignee 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 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
- Where giving the tenancy to the Assignee would result in under-occupancy
- Where LHA will not give the person, the tenant wishes to pass the tenancy to, reasonable preference under our Allocations Policy.

8.5 LHA will notify the tenant in writing of its decision within 28 days of receiving their application. Where consent has been refused, we will advise the applicant of the reason(s) for refusing consent.

If LHA have not made a decision within 28 days of receiving the application we will have deemed to have consented to the same under and in terms of Schedule 5, Part 2, Para 12 of the Housing (Scotland) act 2001 Act.

8.6 When the tenant or the proposed assignee is within the definition of a \*relevant person, the decision to grant or refuse permission shall only be given by the Director following receipt of an appropriate report by the Housing Officer.

8.7 LHA works in partnership with the appropriate authorities to minimise

fraud and overpayment in payment of financial support with housing costs. We are required to notify the appropriate authorities of any change in circumstances that may affect their entitlement to financial support.

- 8.8 Tenants have the legal right to appeal the decision through the Sheriff Court. If they wish to do so they should contact their solicitor or local advice center, for example The Citizens Advice Bureau. Alternatively, LHA will provide further details on how to appeal.

\*relevant person

- A member of staff or a family member
- A Board member or family member
- An elected person or family member

## **9.0 SUCCESSION**

- 9.1 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 cannot take place unless a tenant dies.

- 9.2 To ensure rights to succession are protected the tenant must have told us that the person wishing to succeed to a tenancy has moved into the property at the time they do so.

- 9.3 If there is no person to succeed the tenancy, or if every person who is qualified does not wish to succeed, the tenancy is terminated.

- 9.4 The terms of which a tenancy can succeed are set out in Section 7 of LHA's tenancy agreement and amended by the Housing (Scotland) Act 2014. Section 13(a) and 13(d) of the 2014 Act make changes to the rules on succession for unmarried partners, family members and Carers.

- 9.5 The tenancy may be inherited by one of the following persons in the following ways:

- 9.6 Level One - Spouse or Partner

(a) In the case of a partner or co-habitee, they must have occupied the house as their only or principal home for at least 12 months immediately prior to the tenant's death.

(b) The 12-month period cannot begin unless we have been told the individual is living in the property as their only or principal home. We must have been told by the tenant, joint tenant or the person who wishes to succeed to the tenancy.

(c) A partner or co-habitee is a person living with the tenant as husband and wife or in a relationship with the tenant which has the

characteristics of a relationship between husband and wife except that the persons are of the same sex.

- (d) LHA must have been notified of and have given consent to the proposed successor's residency.
- (e) The 12-month period cannot begin unless we have been told the family member is living in the property as their only or principal home. We must have been told by the tenant, joint tenant or the person who wishes to succeed to the tenancy.
- (f) 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, LHA will decide who will become the tenant.

#### 9.7 Level Two- members of the tenant's family who

- are at least 16 years of age at the date of the tenant's death and
- the house was their only or principal home at the date of death of the tenant and had been so for a period of not less than 12 months prior to the date of death.
  - (a) If more than one person qualifies to succeed the tenancy at Level Two, they should, in the first instance, decide among themselves who will become the tenant. If they cannot agree, then LHA will decide who will become the tenant.
  - (b) LHA must have been notified of and have given consent to the proposed successor's residency.
  - (c) The 12 month period cannot begin unless we have been told the family member is living in the property as their only or principal home. We must have been told by the tenant, joint tenant or the person who wishes to succeed to the tenancy.

#### 9.8 Level Three - Carers, if no one qualifies at level One or level Two, or a qualified person at Level One or Level Two does not want to succeed to the tenancy, it may be inherited by a Level Three successor (a carer), if:

- The person is aged at least 16 at the date of death
- The house was their only or principal home at the date of death of the tenant and had been so for a period of not less than 12 months prior to the date of death of the tenant
- 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.
  - (a) The 12-month period cannot begin unless we have been told the individual is living in the property as their only or principal home. We must have been told that by the tenant or the carer.
  - (b) If more than one person qualifies to succeed the tenancy at Level Three, they should, in the first instance, decide among themselves who will become the tenant. If they cannot agree, LHA will decide who will become the tenant.
  - (c) LHA recognises the rights of genuine carers to succeed to a tenancy where qualifying conditions are met. We recognise 'care' as comprising 'Personal Care' as defined within Section 2 (28) of the Regulation of Care (Scotland) Act 2001 or Social Care as defined within Schedule 1 of The Community Care and Health (Scotland) Act 2002.

9.9 Adapted properties - Where the house has been designed or substantially adapted for a person with special needs -

- (a) We may allow Level One successors to remain in the house whether or not they have a need to live in a property with special design or adaptation characteristics.
- (b) If someone qualifies for the tenancy at Level Two or Level Three and does not have special needs requiring accommodation of that kind, we will terminate the tenancy and offer that person suitable alternative accommodation. Where suitable accommodation is not available, we will allow the remaining residents to remain in the property on a Short Scottish Secure Tenancy.
- (c) We may allow Level One successors to remain in the house whether or not they have a need to live in a property with special design or adaptation characteristics.
- (d) If someone qualifies for the tenancy at Level Two or Level Three and does not have special needs requiring accommodation of that kind, we will terminate the tenancy and offer that person suitable alternative accommodation.

Where suitable accommodation is not available, we will allow the remaining residents to remain in the property on a Short Scottish Secure Tenancy.

- (e) If someone qualifies for the tenancy at Level Two or Level Three and does not have special needs requiring accommodation of that kind, we will terminate the tenancy and offer that person

suitable alternative accommodation. Where suitable accommodation is not available, we will allow the remaining residents to remain in the property on a Short Scottish Secure Tenancy.

- (f) If someone qualifies for the tenancy at Level Two or Level Three and does not have special needs requiring accommodation of that kind, we will terminate the tenancy and offer that person suitable alternative accommodation. Where suitable accommodation is not available, we will allow the remaining residents to remain in the property on a Short Scottish Secure Tenancy.
- (g) At a second succession, where someone qualifies at Levels One, Two or Three and does not have special needs requiring accommodation of that kind, we will terminate the tenancy and offer that person suitable alternative accommodation. Where suitable accommodation is not available, we will allow the remaining residents to remain in the property on a Short Scottish Secure Tenancy.

9.10 Alternative accommodation - Where we agree to offer/provide suitable alternative accommodation, we will offer a property in terms of Schedule 2, Part 2 of the Housing Scotland Act 2001, and consider:

- the proximity to the place of work (including attendance at an educational institution) of the tenant and of members of the tenant's family, compared with the tenant's existing house
- the extent of the accommodation required by the tenant and the tenant's family
- the character of the accommodation offered compared to the tenant's existing house
- the terms on which the accommodation is offered to the tenant compared with the terms of the tenant's existing tenancy
- if any furniture was provided by the landlord for use under the existing tenancy, whether furniture is to be provided for use under the new tenancy which is of a comparable nature in relation to the needs of the tenant and the tenant's family
- any special needs of the tenant or the tenant's family.

9.11 If someone qualifies at any level to succeed to the tenancy but does not wish to become the tenant and they confirm in writing within four weeks of the death of the tenant and leave the house within 3 months, then rent shall be charged only for the actual period of occupation.

9.12 LHA will permit a tenancy to be inherited on a maximum of two occasions under the provisions of our Scottish Secure Tenancy Agreement. If a tenancy has already been inherited twice, the third death will normally end the tenancy.

The tenancy will not end, however if there is a surviving joint tenant whose Scottish Secure Tenancy will continue. However, if there is still a person in the house who would otherwise qualify to inherit the tenancy under the tenancy agreement if it had not been previously succeeded on two occasions, the tenancy will continue for up to six months after the last death. The tenant may be given a Short Scottish Secure Tenancy to occupy the property while alternative accommodation is secured.

9.13 Any offer of suitable alternative accommodation will be made following a report made to the Housing Services Director. Any offer made will not be a succession but a new tenancy. Such an offer will be made in line with our Allocation Policy.

9.14 Tenants have the legal right to appeal the decision through the Sheriff Court. If they wish to do so they should contact their solicitor or local advice center, for example the Citizens Advice Bureau. Alternatively, LHA will provide further details on how to appeal.

## **10.0 SUB-LETTING**

10.1 LHA will consider an application to sub-let a tenancy where the tenant has sought our permission to do so in writing. The tenant may also be asked for relevant additional information at the time of applying for permission.

10.2 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 LHA that the person who is now the tenant was living there.

10.3 The 12-month qualifying period will only begin when LHA has given permission for that person to reside. In the case of children in the household reaching the age of sixteen, 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.

10.4 LHA will consider whether it is appropriate for that person to reside in the property. Reasons for refusal of an application to sublet are not exhaustive, some of the grounds under which an application may be refused are:

- A Notice of Recovery of 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

- An Order for Recovery of Possession has been made against the tenant
- A payment has been received by the tenant, in cash or in kind, in consideration of the sub-let that is not a reasonable rent or deposit.
- LHA 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 or prospective sub tenant has outstanding debt owed to the LHA in terms of their tenancy being either arrears of rent, rechargeable repairs or any other debt related to their occupancy of the property
- LHA has been given incomplete or false information about the application
- The house is unsuitable for the prospective sub-tenants needs
- The prospective 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 property in question has substantial adaptations or design features which are not required by the sub-tenant, or a housing development or a specific property has been designated for particular type of tenant, such as a person requiring support to sustain their tenancy
- The sub-letting would lead to overcrowding or under-occupancy of the property
- LHA has been advised by the Local Authority Sex Offenders Liaison Officer that the proposed sub-tenant or a member of their household's, occupancy is not compatible with appropriate risk management.

10.5 LHA will notify the tenant in writing of its decision within 28 days of receiving their application. Where consent has been refused, we will advise the applicant of the reason(s) for refusing consent.

If LHA has not made a decision within 28 days of receiving the application LHA will have deemed to have consented to the same under and in terms of Schedule 5, Part 2, Para 12 of the Housing (Scotland) Act 2001.



10.6 When the tenant or the proposed sub-tenant is within the definition of a \*relevant person, the decision to grant or refuse permission shall only be given by the Director following receipt of an appropriate report by the Housing Officer.

10.7 LHA works in partnership with the appropriate authorities to minimise fraud and overpayment in payment of financial support with housing costs.

We are required to notify the appropriate authorities of any change in circumstances that may affect their entitlement to financial support.

10.8 Tenants have the legal right to appeal the decision through the Sheriff Court. If they wish to do so they should contact their solicitor or local advice center, for example The Citizens Advice Bureau. Alternatively, LHA will provide further details on how to appeal.

10.9 Tenants shall retain full responsibility for any damage, unauthorised alterations or non-standard fittings caused by a sub-tenant. LHA will repair only those items that present a risk to the safety of the tenant.

\*relevant person

- A member of staff or a family member
- A Board member or family member
- An elected person or family member

## **11.0 PERMISSION TO RESIDE/LODGER**

11.1 LHA will consider an application for another person to reside or permit a lodger where the tenant has sought our permission to do so in writing on the prescribed application. The tenant may also be asked for relevant additional information at the time of applying for permission.

11.2 Permission 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 LHA that the person who is now the tenant was living there.

11.3 The 12-month qualifying period will only begin when LHA 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.

11.4 LHA will consider whether it is appropriate for that person to reside in the property. Reasons for refusal of an application for permission to

reside/lodger are not exhaustive, some of the grounds under which an application may be refused are:

- A Notice of Recovery of 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
- An Order for Recovery of Possession has been made against the tenant
- A payment has been received by the tenant, in cash or in kind, in consideration of the permission that is not a reasonable rent or deposit
- LHA 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/lodger has outstanding debt owed to the LHA in terms of their tenancy being either arrears of rent, rechargeable repairs or any other debt related to their occupancy of the property
- LHA has been given incomplete or false information about the application
- The house is unsuitable for the prospective lodgers needs
- The prospective lodger 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 property in question has substantial adaptations or design features which are not required by the lodger, 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
- The lodger would lead to overcrowding or under-occupancy of the property
- LHA has been advised by the Local Authority Sex Offenders Liaison Officer that the proposed lodger or a member of their household' s, occupancy is not compatible with appropriate risk management.

11.5 LHA will notify the tenant in writing of its decision within 28 days of receiving their application. Where consent has been refused, we will advise the applicant of the reason(s) for refusing consent.

If LHA has not made a decision within 28 days of receiving the

application LHA will have deemed to have consented to the same under and in terms of Schedule 5, Part 2, Para 12 of the Housing (Scotland) act 2001 Act.

11.6 When the tenant or the proposed lodger is within the definition of a \*relevant person, the decision to grant or refuse permission shall only be given by the Director following receipt of an appropriate report by the Housing Officer.

11.7 LHA works in partnership with the appropriate authorities to minimise fraud and overpayment in payment of financial support with housing costs. We are required to notify the appropriate authorities of any change in circumstances that may affect their entitlement to financial support.

11.8 Tenants shall retain full responsibility for any damage, unauthorised alterations or non-standard fittings caused by those given permission to reside/lodger.

11.9 LHA will repair only those items that present a risk to the safety of the tenant.

11.10 Tenants have the legal right to appeal the decision through the Sheriff Court. If they wish to do so they should contact their solicitor or local advice center, for example The Citizens Advice Bureau. Alternatively, LHA will provide further details on how to appeal.

\*relevant person

- A member of staff or a family member
- A Board member or family member
- An elected person or family member

## **12.0 EQUALITY & DIVERSITY**

This Policy will always be carried out in accordance with LHA's Policy of Equality & Diversity which aims to promote diversity, fairness, social justice and equality of opportunity by adopting and promoting fair policies and procedures.

On request we will provide versions of this policy in other languages, large print, Braille or in audio format, and will also arrange for interpretation services when necessary.

## **13.0 PUBLICISING & AVAILABILITY**

This policy is available on the LHA website, to Committee and staff members and any other key stakeholders. Copies are available free of charge. A summary of this policy can be made available in other formats and languages.

## **14.0 MONITORING & PERFORMAMNCE**

Performance management is extremely important in order to assess whether the policy objectives and statutory obligations are being met.

It is a requirement to meet the Scottish Housing Regulations Activity standards. The specific indicators to monitor the areas policy are detailed below.

- Number of applications received.
- Number of applications processed within target
- Number of applications approved
- Number of applications refused

## **15.0 COMPLAINTS**

Anyone wishing to make a formal complaint about the services provided should do so as per our complaint's procedure.

## **16.0 DATA PROTECTION AND GENERAL DATA PROTECTION REGULATION (GDPR)**

We take the issue of security and data protection very seriously and strictly adhere to guidelines published in the Data Protection Act of 1998 and the General Data Protection Regulation (EU) 2016/679 which is applicable from the 25 May 2018, together with any domestic laws subsequently enacted.

We are notified as a Date Controller with the Office of the Information Commissioner and we are the data controller of any personal data that you provide to us.

Any questions relating to our privacy practices should be sent to [enquiries@lanarkshireha.com](mailto:enquiries@lanarkshireha.com) or telephone 01689 269119.

## **17.0 OTHER RELEVANT POLICIES AND PROCECURES**

This policy also relates to:

- Complaints Policy and Procedures
- Tenancy Management Procedures
- Allocation Policy and Procedures

- Equal Opportunities Policy and Procedures
- Recharge Policy and Procedures
- Short Scottish Secure Tenancy Policy & Procedure

## **18.0 POLICY REVIEW**

This policy will be reviewed every 3 years to ensure compliance with applicable legislative changes, changes within the organisation and best practice

## Lanarkshire Housing Association Equality Impact Assessment Tool



Name of the <b>policy / proposal</b> to be assessed	Tenancy Management Policy	Is this a <b>new policy / proposal or a revision?</b>	New – Replaces Use of Scottish Secure Tenancy Agreement Policy
Person(s) responsible for the assessment	Liz White		
1. Briefly describe the <b>aims, objectives and purpose</b> of the policy / proposal	<p>This policy sets out our approach to managing homes in accordance with the legal provision and contractual terms contained within the Scottish Secure Tenancy Agreements (SST) and specifically changes to a tenancy in respect of:</p> <ul style="list-style-type: none"> <li>• Scottish Secure Tenancy</li> <li>• Short Scottish Secure Tenancy</li> <li>• Termination of Tenancy</li> <li>• Mutual Exchange</li> <li>• Joint tenancy changes</li> <li>• Assignment</li> <li>• Succession to tenancy</li> <li>• Sub-let</li> <li>• Permission to reside/ Lodger</li> </ul>		
2. <b>Who is intended to benefit</b> from the policy / proposal? (e.g. <i>applicants, tenants, staff, contractors</i> )	This policy covers the rights of LHA tenants, recipients of a service from LHA, our employees and anyone who delivers a service on our behalf.		

<p><b>3. What <b>outcomes</b> are <b>wanted</b> from this policy / proposal ? (e.g. <i>the benefits to customers</i>)</b></p>	<ul style="list-style-type: none"> <li>• Consistent approach to implementation of our landlord responsibilities, tenants' rights and compliance with legislative requirements, good practice and minimise organisational risk.</li> <li>• Support tenants who are finding difficulties in sustaining their tenancy.</li> <li>• Provide staff with clear guidance on how to resolve disputes pertaining to potential tenancy breaches and tenancy management issues</li> </ul>
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<p><b>4. Which <b>protected characteristics</b> could be <b>affected</b> by the proposal? (<i>tick all that apply</i>)</b></p> <p> <input checked="" type="checkbox"/> Age      <input checked="" type="checkbox"/> Disability      Marriage &amp; Civil Partnership      <input checked="" type="checkbox"/> Pregnancy/Maternity      Race  Religion or Belief      Sex      Gender Reassignment      Sexual Orientation </p>
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**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.**

Policy summaries and simplifies tenant rights under the SST

<p><b>6. Describe the <b>likely positive or negative impact(s)</b> the policy / proposal could have on the groups identified in part 4</b></p>	<b>Positive impact(s)</b>	<b>Negative impact(s)</b>

<p><b>7. What <b>actions</b> are <b>required</b> to address the impacts arising from this assessment? (<i>This might include collecting additional data, putting monitoring in place, specific actions to mitigate negative impacts</i>).</b></p>	
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Signed:



Housing Services Director 23/8/2024

Date the Equality Impact Assessment was completed:

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