

VOID PROPERTIES - PROCEDURE

1.0 INTRODUCTION

1.1 This procedure describes our arrangements for ensuring that the length of time any property is void is as short as possible and within the current approved targets.

1.2 This procedure has the following sections:

- Section 2 - Pre-termination period
- Section 3 - Termination of the tenancy and voids inspection
- Section 4 - Implementation and review

1.3 The following policies relate to this procedure:

HM06 Void Policy

HM27 Action on the Death of a Tenant

HM29 Absconds

M13 Rechargeable Repairs

2.0 PRE-TERMINATION PERIOD

2.1 Normal period of notice

Tenants are legally required to give 4 weeks (28 days) written notice that they wish to end their tenancy. Written notice means a signed letter, or completion of our Tenancy Termination Form (Appendix 1).

2.2 Shorter periods of notice

The Head of Housing Services may authorise acceptance of shorter periods of notice under specific circumstances, and will ensure that the necessary proof or evidence has been provided to support any decision accepting a shorter period of notice.

Examples

- The tenant is moving into residential care, nursing care or hospital for long-term care.
- The property can be re-let before the expiry of the termination notice period by arrangement with the outgoing tenant, e.g. by permitting visits while the property is still occupied (this will normally only be possible where the property is in good condition).
- The tenant is fleeing from a violent situation (e.g. domestic abuse or external serious harassment).

There may be other circumstances where shorter notice is acceptable.

2.3 Action on receipt of notice

Housing Services

The Housing Services Officer (HSO) for the patch concerned will:

- a) Log receipt of notification within the Capita system
- b) Email relevant maintenance staff to advise that notice of termination has been received
- c) Add the property address and relevant dates to the voids progress board and void spreadsheet
- d) Sign the termination form and send it back to the tenant, including any information about repairs / redecoration which will need to be completed before tenancy end.

Maintenance

The Maintenance Officer (MO) will:

- a) Add the address and relevant dates to the Maintenance Information Board & Void Recording Sheet.

Where there is no energy performance certificate for that property, initiate the production of an EPC and when received, pass to Housing Management for adding to the new tenant's sign-up pack. This is vitally important for all properties.

2.4 Arranging the pre-termination visit

The HSO will agree with the MO about arrangements for pre-termination visit. Pre-termination visits should be carried out jointly by the relevant HSO and MO. In the event that the relevant officer is not available another member of the department will attend where possible.

Within **2 working days** of receiving notice, the HSO will agree with the tenant a date and time for a pre-termination visit.

Whenever possible the visit should be made within **5 working days** following receipt of notice. However due to diary commitments and the tenants availability, it is acknowledged that it may be up to 10 working days before the visit takes place. The HSO will ensure that the visit date is entered in the relevant diaries.

In accordance with our Equal Opportunities Policy, the HSO will check whether the tenant will require any assistance, e.g. a sign or language interpreter or other support, and will make any arrangements necessary, including attendance by a support worker, family member, friend or guardian. The tenant will need to have a representative who has the authority to sign off the pre-termination inspection report confirming the tenant will cover costs where necessary.

2.5 Confirming receipt of notice & visit details

Within **3 working days** of receiving notice at the latest, the HSO will write to the tenant (Appendix 2), to acknowledge termination, confirm date of visit, rent due, etc.

Enclosed with the letter will be the information leaflets for tenants vacating their property 'Moving out – Things to do' (Appendix 3).

The HSO will:

- File the letter or Tenancy Termination Form (if already received) in the tenant's file;
- Save the acknowledgement letter in the tenant's folder on the system;

- Make two diary entries:
 - a) For the day **before** the pre-termination visit, to confirm with the tenant that the visit can still go ahead;
 - b) For the termination date, to prompt a check on the return of the keys.

2.6 Preparation for the visit

For the pre-termination visit, the HSO and MO will ensure the following documents are available:

- a) Pre-termination visit form (Appendix 4);
- b) Print-out of current rent statement, plus '**Agreement to Pay Arrears**' if there are any arrears;
- c) Tenancy Termination Form, if this still has to be completed by the tenant.
- d) HSO will provide information of furniture package in place.
- e) MO will check the property records for any information on adaptations or alterations that have been carried out within the property.

In instances where the property is not owned by ARK, HSO will provide copy of the lease between ARK and the relevant owner of the property.

2.7 Pre-termination visit

During the visit, the HSO and MO carrying out visit will:

- a) Inspect the property, taking photographs as required (**NB: with the tenant's agreement**), and note on the Pre Termination Property Visit form the repairs or other work to be carried out by the tenant before the termination date. **Tenant has to sign that they agree to carry out this work** and that they are aware that if the work is not completed to an acceptable standard by the date of tenancy termination that they will be recharged for the work that is required. In instances where the tenant or guardian refuses to sign the pre-termination both HSO and MO will advise the tenant that ARK will pursue the costs through court, via the Simple Procedure route;
- b) Note any items installed or provided by the tenant which it is agreed can be left;
- c) It should be agreed at this time the arrangements for the return of the keys, HSO and MO will meet the tenant at the property where possible to allow joint inspection with tenant or representative.

2.8 Action following the visit

The signed agreement confirming work required to be carried out prior to the tenancy terminating will be added to the tenancy file.

It is at the HSO's discretion whether a follow up letter is required to the tenant to address any other tenancy matters.

MO will contact the appropriate contractor to make them aware that the property will soon be void and to ensure that the contractors will be available to complete necessary works. MO will provide HSO with estimated time for work to be completed when the property becomes void.

3.0 TERMINATION OF TENANCY & VOIDS INSPECTION

3.1 Return of keys

The tenant will be advised that they must return the keys either to a HSO, MO or with prior agreement, the local Support Provider. Where the termination date falls on a weekend or on any other date when the designated office may be closed, the tenant will be advised that the keys must be returned by 10.00 a.m. on the **first working day** after the termination date **at the latest**, to ensure that the tenancy is terminated on the due date.

If there is a delay in returning the keys the tenant will be charged additional rent on a daily basis up to and including the date they are returned.

3.2 Keys returned without any notice

Where keys are returned, with no advance notice, the HSO will be notified immediately. The HSO will check whether written notice of termination has been received, or whether Abandonment procedures are currently being followed;

The HSO and MO will either visit the property that day or the next working day or may seek the assistance of a colleague in Housing Services or Maintenance to make an initial visit as quickly as possible.

The HSO will update relevant records regarding the return of the keys. ARK will calculate the termination date 28 days from the date that we receive the keys and tenant will be informed of the outstanding arrears. The date the keys were received will be used for calculation of the outstanding rent due.

3.3 Action following termination of the tenancy

Following the return of keys (or the end of the abandonment notice period) the HSO will update Capita, the voids progress board and void spreadsheet to show the property is now void, and will confirm the termination of tenancy date to the MO. Both the HSO and MO will comply with the notification process for Insurance purposes

3.4 Termination of tenancy inspection

The HSO and MO will inspect the property, taking photographs as required, and decide if:

- a) The former tenant has carried out all the repairs and/or redecoration listed on the Pre-Termination Form, or whether there are items outstanding that still need to be carried out, with the costs being re-charged to the former tenant;
- b) There are any additional repairs required that have not previously been listed, and whether the costs of any of these should be re-charged to the former tenant;
- c) Any items installed or alterations carried out by the former tenant have to be removed for safety and/or poor workmanship reasons (e.g. showers);
- d) Any redecoration is to be carried out, or whether a decoration allowance is to be offered to the new tenant. (Appendix 5).

Reference will be made to 'Letting Standards (Appendix 6)' when deciding what repairs are required, and details will be noted on the Termination Inspection Form.

During this inspection meter readings will be taken along with photographs of the meters. The MO will contact the utility company to request that the account is put into the name of ARK Housing Association, with the Priory address being given for all correspondence. This will ensure that any outstanding debt is linked to the previous tenant and that if the property remains void for a considerable period of time, bills will be sent to The Priory and can then be paid timeously, avoiding any possibility of the supply being affected.

Targets for completion of works will be decided by MO. For example:, are repairs Routine (14 calendar days) or Complex (28 calendar day) (See Appendix 8 of this procedure

The conclusions will be recorded on the Termination Inspection Form.

3.5 Change of locks

For security, the MO will arrange for one external cylinder barrel to be changed on all external doors after the tenancy is terminated.

The new sets of keys will be held either in the Housing Office or in a local C&S Office, depending on the location of the property, so that they may be issued to Contractors as required. Where keys are held at Head Office, their issue will be controlled using the Key procedure.

3.6 Progressing repairs

The MO will issue works orders to relevant contractors in accordance with current Maintenance procedures. Work that is to be re-charged to the former tenant will be identified as detailed in the M13 Rechargeable Repairs

The rechargeable repairs will be processed by the relevant MO.

We will aim to complete all repairs within our current target timescales which on average are 14 calendar days for routine repairs and 28 calendar for complex repairs. The MO will add the expected completion date to the void spreadsheet. MO will ensure that HSO is regularly updated with progress of work.

Where the repairs are extensive and/or complicated, an extension of time may be agreed with the contractor. After consultation with the Senior Maintenance Officer (SMO), the MO will amend the date on the board and spread sheet and email the new date to Housing staff.

Where the work required is very extensive the Head of Housing Services (HoHS) may decide to take the property out of rent charge for a defined period (see the Removing Properties from Rent Charge procedure).

Progress with the repairs will be monitored by the MO by site visits, email and telephone calls. The MO will produce a summary report on the position with current void properties for review at the weekly void meetings.

3.7 Pre-allocation viewings

While voids repairs are in progress, the relevant HSO will be processing applicants to select a possible new tenant, liaising Care and Support staff, the Local Authority or other Support providers wherever relevant regarding supported accommodation. If the HSO wishes to arrange a viewing of the property with an applicant before repairs are completed, they have to check with the MO whether or not the property is fit for viewing.

3.8 Completion of repairs

The MO and HSO can arrange to visit the property on the due completion date and conduct a Post Inspection visit to confirm that all the work has been completed, and to a satisfactory standard. If necessary, the MO will instruct the relevant Contractor(s) to complete any outstanding items and/or make good any work that is sub-standard.

3.9 Handover from Maintenance to Housing

At the post inspection visit the MO will provide the HSO with a handover sheet (Appendix 7). The HSO will sign the handover sheet if they are happy with the work that has been carried out and the property is ready to re-let in accordance with the letting standards and that the items detailed on the checklist have been provided.

In the instance that there are outstanding repairs the MO will note these on the handover sheet and they will ensure the repairs are completed within a reasonable timescale.

The MO will update the void spreadsheet to confirm completion date.

3.10 Gas & electricity supplies – safety checks

If a pre-payment meter is present in the property, the MO will liaise with the utility company to ensure that the meter key is cleared with the free credit of £10 being applied. This should be sufficient for the inspection and work to be carried out. Contact details for MO to contact supplier to advise provider that tenant has moved out can be found below: MO must ensure that they provide a meter reading to company when contacting.

Scottish Power: 0800 280 2940
Eon: 0345 303 3020
SSE: 0345 600 2006
N Power: 0800 980 5505

In instances when the electricity or gas supplier is not known the MO will need to contact the national database to establish what company is the supplier.

Contact for Gas Supplier across Scotland: 0870 608 1524
Contact for Electricity Supplier North Scotland: 0800 048 3515
Contact for Electricity Supplier Central and Southern Scotland: 0330 1010 300

Once the property has been allocated it is the HSO responsibility to contact the utility to advise them that a new tenant has moved into the property and to provide them with tenant details and final meter readings.

4.0 TARGETS

As part of the annual setting of budgets and performance targets, the Senior Leadership Team will approve targets for:

- a) The total number of void days between a property becoming vacant and it being re-occupied;
- b) The maximum average time for repairing properties between lets for (i) routine repairs and (ii) complex repairs;
- c) The maximum average no. of days to identify a new tenant and have an offer accepted;
- d) The maximum amount of rental income lost as a result of void properties – expressed as a percentage of the estimated annual total rental income – agreed as part of the annual budget-setting process.

The current targets are listed in Appendix 8

5.0 CHARGING FOR VOID PROPERTIES

In a number of cases we have Protocols in place, whereby if the Local Authority/Care Provider wants to retain the property for a supported tenant but there may be a delay in identifying a suitable applicant, or a transition is required, we will charge after 4 weeks have passed. A copy of the standard protocol can be found in Appendix 9. If LA's/Care Providers agree to this, we must ensure that the properties are not furnished as this affects the 6 month exemption from Council Tax liability.

6.0 MONITORING OF PERFORMANCE

The SMO and the SHSO will be responsible for monitoring the performance against targets on a monthly/quarterly basis and thereafter address any areas of concern at future void meetings with the MO/HSO. This will be reported back to the HoP&M and HoHS on a quarterly basis.

7.0 IMPLEMENTATION AND REVIEW

The Head of Housing Services and Head of Property and Maintenance are jointly responsible for ensuring that this procedure is implemented.

The Head of Housing Services will provide a report on our performance against current voids targets twice a year to the Finance Sub-Committee.

The Head of Housing Services will ensure that this procedure is reviewed every 3 years.

Review approved by the SLT in: January 2019

Review of Procedure due by: January 2022

Appendix 1

TENANCY TERMINATION FORM
ARK HOUSING ASSOCIATION LTD

Please print clearly

Tenant Name	
Joint Tenant Name	
Property Address	
Post Code	
Contact Number or E-mail Address	

Where the tenancy is a joint tenancy, both tenants must complete and sign this form to end the tenancy

I/we wish to end this tenancy for the following reasons (please tick all the boxes that apply):

Buying own home	<input type="checkbox"/>	Moving to another Landlord	<input type="checkbox"/>	Property too big	<input type="checkbox"/>
Fleeing harassment	<input type="checkbox"/>	Moving for employment	<input type="checkbox"/>	Property too small	<input type="checkbox"/>
Rent too high	<input type="checkbox"/>	going into Home/Hospital	<input type="checkbox"/>	Can't manage stairs	<input type="checkbox"/>
Do not like the area	<input type="checkbox"/>	Problems with neighbours	<input type="checkbox"/>	other	<input type="checkbox"/>

Please give details: _____

Please give us the following information:

End of Tenancy Date:

<i>Name of Gas Supplier</i>	
<i>Name of Electricity Supplier</i>	

Forwarding Address and date you will move in	
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Tenant signature		Date	
Joint tenant or spouse signature		Date	
Signed on behalf of Ark HA		Date	

[NOTE: If you are a sole tenant and you are married, both your signature and your wife/husband's signature are required under the Matrimonial Homes (Family Protection) (Scotland) Act 1981]

PLEASE RETURN TO: ARK HA, the Priory, Canaan Lane, Edinburgh, EH10 4SG

Appendix 2



Tenant Name
Address 1
Address 2
Postcode

Insert Date

Dear Tenant,

TERMINATION OF TENANCY - Property Address

Thank you for your notice that you wish to end your tenancy, insert date received. Your tenancy will end on insert 28 days from tenancy termination received as you are required to give 28 days notice.

*If you can please ensure that the keys are return to care and support staff at **specify address** by tenancy termination date .If the keys are not returned by this date you will be charged insert daily rent until you do hand the keys back.*

Enclosed is a copy of our advice leaflet 'Moving Out – Things To Do' and a copy of the termination form. Please read this carefully. It will help both you and us if you follow the advice in this leaflet.

If you have any questions about anything in this letter or the leaflet, please do not hesitate to contact me.

Yours Sincerely

Housing Services Officer

Appendix 3

INSPECTION OF EMPTY PROPERTY

After you have left there will be another inspection of your property. This inspection will pick up any of the items from the above that you should have completed, plus any other repairs which are your responsibility and which only become apparent after you have removed your furniture etc. Here are some examples of the most common things tenants have to pay for once they leave the property:

Items of carpets and furniture and rubbish left in rooms, cupboards or sheds.

Holes in walls which were hidden by furniture.

Areas of walls behind wardrobes, cupboards etc. that have not been decorated.

Areas of worktops that have been damaged, for example with knife/burn marks.

The cost of any repairs or redecoration which is your responsibility will be charged to you.

PLEASE NOTE.....

Where a property has been left in an unsatisfactory condition, it is our policy to follow up former tenants actively for payment of the costs we have had to incur to bring the property back to an acceptable standard for re-occupation. It is in your own interests therefore to ensure that you complete the work that is your responsibility before you leave, to avoid having to pay extra costs for someone else to do the work.

IF YOU HAVE ANY QUESTIONS.....

If you need any help or advice with any of the information we have given you about what you have to do before you leave your property, please contact your Housing Officer in the first instance on 0131 478 8146.

ARK Housing Association,

The Priory, Canaan Lane,

Edinburgh EH10 4SG

Tel: (0131) 447 9027

e-mail: admin@arkha.org.uk

The aim of this checklist is to help you to prepare to move. If you have any questions about any of the points below, or need any other advice, please contact your Housing Officer on 0131 478 8146.

Water, Gas & Electricity Supplies

When you leave, please make sure that all supplies are turned off at the mains. If you have not already given us this information on your Termination Form, please give us the names of your gas and electricity suppliers.

Meter Readings

Please arrange for a final meter reading for gas and electricity supplies. Please leave a small amount of credit so that we may carry out electrical and gas safety checks while the property is empty.

Gas Appliances

All gas supply pipes connected to appliances which you are taking with you must be capped and left in a safe condition. This work must only be carried out by a qualified (Gas Safety Register) gas engineer. The only exception to this rule is if the connection is a 'bayonet fitting' which must be left intact and in good condition.

Redirection of Mail

Please arrange with Royal Mail to re-direct your mail, giving at least 1 week's notice

Telephone & TV

Please contact your telephone, cable or satellite TV suppliers to arrange for final bills. They may also require access to remove items they own.

Paying rent by Standing Order

If you pay your rent by standing order or direct debit, please ensure that you cancel the standing order after your last rent payment is due.

Preventing burst pipes

Between October and April, if you plan to leave the property before the termination date, please let us know so that we can arrange to drain down water supply pipes as a precaution against burst pipes in very cold weather.

Information for Tenants leaving their property

Standards and condition we expect your property to be left in. Please ensure that everything belonging to you is removed from the property and from the loft and garden. You are responsible for removing any rubbish, unwanted furniture etc. Please contact your local authority to arrange a special uplift if required. If we have to remove any of your belongings you will be sent a bill for this. You will be responsible for carrying out any repairs or redecoration which, at the pre-termination inspection, is recorded as being your responsibility. If you are planning to remove any items you have fitted, such as a door, door handle, light switch, or special light fitting etc., you must ensure that you replace the item with a suitable alternative.

All nails, screws, tacks, posters etc. must be removed from walls, doors, ceilings and floors, and any damage repaired. This does not include any coat hooks we have provided. If you have laid any type of floor covering, this must be removed, unless, it has been agreed that the items may be left for the next tenant.

If you have fitted any polystyrene ceiling tiles they must be removed and the areas redecorated by you to an acceptable standard.

If you have fitted a shower without obtaining our permission first, then you should remove it and repair any damage or we will charge you for us carrying out this work. If you wish to check if your shower meets our standards then you must arrange for it to be checked by us well before you leave.

Shelving units that you no longer require may be left in place, so long as this is agreed at the pre-termination inspection.

All kitchen units, worktops and sanitary ware must be cleaned.

Rotary driers should be taken into the house for storage.

For all of the above, if you have not carried out the work required before you leave then we will arrange for it to be done, and you will be sent an account for the full costs of the work.

APPENDIX 4 - PRE-TERMINATION VOID INSPECTION SHEETFurnished:
Bedrooms:

Void Date:

Date of Inspection:

Number of

Tenant:		Termination Date
Address:		
Contact No:		

KITCHEN		<i>Check state of repair of all kitchen facilities and provide comment on any damage or wear and tear. Visual inspection of walls, woodwork, sockets, switches and door handles.</i>				
	<i>Very Good</i>	<i>Good</i>	<i>Average</i>	<i>Poor</i>	<i>Very Poor</i>	<i>Recharge</i>
Doors						
Decoration						
Windows						
Worktop						
Units						
Sink Unit & Taps						
Comments:						

BATHROOM		<i>Check state of repair of all bathroom facilities and provide comment on any damage or wear and tear. Visual inspection of walls, woodwork, wallboards, and door handles.</i>				
	<i>Very Good</i>	<i>Good</i>	<i>Average</i>	<i>Poor</i>	<i>Very Poor</i>	<i>Recharge</i>
Doors						
Decoration						
Windows						
WC						
Wash Hand Basin						
Bath						
Shower						

Comments:

LOUNGE		<i>Check state of repair of all bathroom facilities and provide comment on any damage or wear and tear. Visual inspection of walls, woodwork, wallboards, and door handles.</i>				
	<i>Very Good</i>	<i>Good</i>	<i>Average</i>	<i>Poor</i>	<i>Very Poor</i>	<i>Recharge</i>
Doors						
Decoration						
Windows						
Comments:						

BEDROOM 1		<i>Check state of repair of all bedroom 1 and provide comment on any damage or wear and tear. Visual inspection of walls, woodwork, sockets, switches and door handles.</i>				
	<i>Very Good</i>	<i>Good</i>	<i>Average</i>	<i>Poor</i>	<i>Very Poor</i>	<i>Recharge</i>
Doors						
Decoration						
Windows						
Comments:						

BEDROOM 2		<i>Check state of repair of all bedroom 2 and provide comment on any damage or wear and tear. Visual inspection of walls, woodwork, sockets, switches and door handles.</i>				
	<i>Very Good</i>	<i>Good</i>	<i>Average</i>	<i>Poor</i>	<i>Very Poor</i>	<i>Recharge</i>
Doors						
Decoration						
Windows						

Comments:

BEDROOM 3

Check state of repair of all bedroom 3 and provide comment on any damage or wear and tear. Visual inspection of walls, woodwork, sockets, switches and door handles.

	<i>Very Good</i>	<i>Good</i>	<i>Average</i>	<i>Poor</i>	<i>Very Poor</i>	<i>Recharge</i>
Doors						
Decoration						
Windows						

Comments:

HALL

Check state of repair of hall and provide comment on any damage or wear and tear. Visual inspection of walls, woodwork, sockets, switches and door handles.

	<i>Very Good</i>	<i>Good</i>	<i>Average</i>	<i>Poor</i>	<i>Very Poor</i>	<i>Recharge</i>
Doors						
Decoration						
Windows						

Comments:

GARDEN

Check state of repair of non communal gardens, has the garden been maintained.

	<i>Very Good</i>	<i>Good</i>	<i>Average</i>	<i>Poor</i>	<i>Very Poor</i>	<i>Recharge</i>
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Front						
Back						
Comments:						

LOFT SPACE	<i>Ask tenant if items are in the loft that should be removed</i>
Notes:	

Power Information	Gas	Electricity	Remarks
Meter Card/Key to be left			
Supplier			
Meter Location			
Meter Numbers:	Meter Point Ref No?	MPAN No?	
Meter Reading			

Additional Information
Comments:

TENANT SIGNING SHEET

List of works agreed with tenant at time of pre-termination inspection. To be signed/dated

Item No.	Description

NOTES:

I acknowledge I have been made aware of my obligations under the occupancy/tenancy/lease between me and ARK Housing Association Ltd, in relation to the items listed above, which are my responsibility in terms of the occupancy/tenancy/lease. I acknowledge that it is my responsibility to make good the items listed above before the occupancy/tenancy/lease termination date. In the event that any of the listed items are not completed to a reasonable standard by the termination date, ARK Housing Association Ltd reserves the right to recharge the cost of making good any or all of the items to me.

Signed: _____ (Tenant)

Signed: _____ (ARK)

Date: _____

Date: _____

Decoration Vouchers

	Size Large - 3, Medium - 2, Small - 1	Good - 1, Fair - 2, Poor - 3	Points Awarded	Multiply each point by £* to give total for room
Living Room			0	10
Kitchen			0	5
Bathroom			0	5
Stair and Hallway			0	10
Bedroom 1			0	10
Bedroom 2			0	10
Bedroom 3			0	10
Bedroom 4			0	10
Total for Property				0

Based on size of room and whether current decoration is good, fair or poor the following amounts will be awarded for decoration.

Signed HSO: _____

Date: _____

Approved by: _____

Vouchers received from Finance

£0.00

Date: _____

Head of Housing Services

Vouchers given to Tenant

Date: _____

Amount: _____

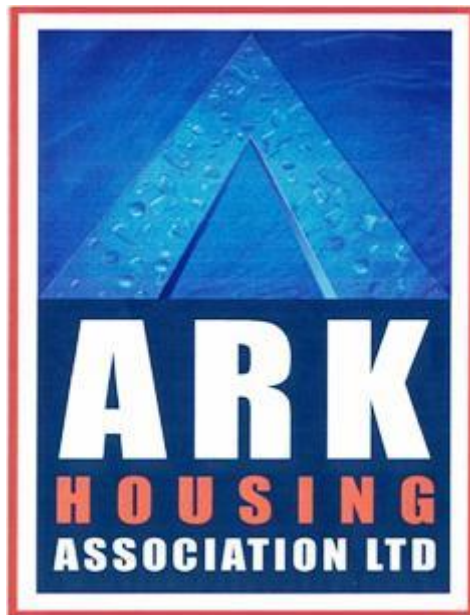
Receipts for Vouchers to Finance

Date: _____

Vouchers received from Finance

Date: _____

Appendix 6



WELCOME TO YOUR NEW HOME

OUR LETTING STANDARD

Name	
Address	
Date of Entry	

Dear Tenant,

This document sets out the standards we aim to achieve in every void property before it is occupied by a new tenant.

When we let a property we make sure that it is safe, secure, clean, habitable, wind and watertight and in a condition suitable for you to move into straight away.

The attached Letting Standard sets out the condition that your new home will be in as you move in.

Your new home has been inspected by a Maintenance Officer to find out what is needed to be done to bring the property up to this standard. All necessary repairs have been carried out by qualified tradespeople and completed to a good standard.

Qualified engineers have also carried out all statutory gas and electric checks to make sure these services are safe for you to use. You will be provided with copies of these test certificates.

We may need to carry out minor repair work after you have moved in but this work will be kept to a minimum and will be carried out during normal working hours and at a time that suits you.

You are responsible for the decoration of your new home. Where appropriate we may provide help by issuing you with a decoration allowance as a contribution to any work that you may need to carry out. The amount you received will depend on the condition of the property.

Your new home may also be included in our investment programme where work is carried out to meet the Scottish Housing Quality Standard. We will let you know if and when this work is due to be carried out in your area.

A Housing Officer will visit you within 4 weeks of you moving in to make sure that you have settled in and to check that any necessary repair work has been completed.

This is the standard in which we will expect the property to be returned to us when the tenant ends their tenancy (subject to normal 'wear and tear').

Yours faithfully,



Fiona Ross
Head of Housing Services



Jackie O'Neill
Head of Property & Maintenance

GENERAL ITEMS	
Standard 1: Cleanliness & tidiness	The property is clear of all items, kitchen and bathroom surfaces have been washed down, and the property is at an acceptably clean and 'move in' standard.
Standard 2: Repairs	All repairs have been completed, with the exception of repairs delayed by circumstances out with our control that will be completed as soon as is possible
Standard 3: Alterations & improvements	Any alterations and/or improvements carried out by the former tenant have been approved by us
Standard 4: Medical adaptations	All major medical adaptations have been checked and are operating to the required standard.
Standard 5: Energy Performance Certificate (EPC)	A copy of the properties EPC has been provided

INTERNAL ITEMS	
Standard 6: Electrical items	A copy of the Electrical Installation Condition Report has been provided. This confirms that the electrical installation has been tested and is deemed as satisfactory.
Standard 7: Gas services	A copy of the Landlords Gas Safety Certificate provided for the new tenant. This confirms that the gas installation has been tested and is deemed as safe
Standard 8: Water services	The main stopcock is working and clearly labelled
	All taps are operating correctly and not dripping.
	Immersion heaters, where fitted, are working and the switch is clearly labelled.
	Cold water tanks have a fitted lid.
	Drainage services are working correctly.
Standard 9: Ventilation	Mechanical extract fans, where fitted, are clean and working correctly.
Standard 10: Doors	All doors are intact, securely hung and operating properly, including any handles, locks, and door closers.
	Bathroom and/or WC doors have a locking device openable from the outside.
Standard 11: Stairs	Stair treads, risers, banisters and handrails are safe, sound and secure. There is no sign of any active woodworm or rot.
Standard 12: Floors	Floors are secure and free from any tripping hazard, with loose or missing floorboards re-secured or replaced. There is no sign of any active woodworm or rot.
	Non-slip flooring in bathrooms or kitchens (where provided) is in good condition with no gaps or cracks
Standard 13: Woodwork, walls and ceilings	All door or window frames, architraves, sills, skirting etc. are in place, in sound condition (undamaged), and with no sign of rot or infestation.
	All woodwork is either painted or varnished (i.e. no bare woodwork).
	All plasterwork is free from major defect and is suitable for decoration after reasonable preparation by the new tenant, i.e. no loose plaster or major cracks.
Standard 14: Bedroom wardrobes & cupboards	Any fitted wardrobes and cupboards have at least one level shelf.

	A clothes rail is fitted, where appropriate.
Standard 15: Kitchens	Kitchen units are securely in place / hung, and all doors and drawers are operating properly.
	Worktops are adequately sealed and not badly marked/damaged.
	Kick plates and trims are in place.
	Where Cookers/Ovens are supplied by ARK they will be cleaned and checked that they are operating correctly.

Standard 16: Bathrooms/Shower rooms	All sanitary ware, baths and basins have been checked and are clean, free from rust, securely fixed, with plugs and free from major chips or cracks.
	Any shower provided is working properly and has a screen or shower curtain rail and curtain
	A new shower head and hose will be provided
	All wall tiling's, and joints to baths and shower trays, are sound and fully sealed.
	A new toilet seat will be provided
	All grab rails (where fitted), toilet roll holders, cabinets and other wall mounted items are securely installed.

EXTERNAL ITEMS	
Standard 17: Roofs, gutters and downpipes (visual inspection from ground level)	There are no missing or slipped tiles or slates.
	Flashing is in position and secure.
	Gutters and downpipes are clear of rubbish and are sound and secure.
Standard 18: Brickwork, external walls	External walls are sound, so as to prevent the likelihood of water penetration. No major visible defects.
Standard 19: Front and back doors	External doors are securely hung, are wind and watertight and opening/closing freely.
	There is a functioning letterbox on all front doors.
	Any security items provided, e.g. spy holes or chains, are operating correctly.
	Three sets of access keys will be provided. One set of communal storage space keys will be provided where applicable.
Standard 20: Windows	All windows are fully operational, safe to use and have restrictors fitted
	Window frames are sound and serviceable
	Where locks are fitted, window keys are available
Standard 21: Footpaths, ramps, external steps	All footpaths, ramps and external steps to the front and rear entrances are sound, reasonably smooth and free from tripping hazards.
	Any handrails fitted to external steps are securely fixed and reasonably smooth.

Standard 22: Garden areas, gates & fencing	Garden areas are clear of rubbish
	During the growing season, if required particularly as a result of a delay in re-letting the property, the grass is cut as a 'one off' at the start of the tenancy.
	Boundary fencing and gates provided by us are in reasonably sound condition and free from defects that might cause injury (subject to agreement with adjacent owners, where responsibility for boundary fencing is shared).

If you have any additional comments that you would like to make, please use the space below:

ARK VOID HANDOVER PRO-FORMA

Address:	
Handover Date:	
<i>I confirm that to my knowledge the property reasonably meets the lettable standards as set out by ARK Voids Management Procedure:</i>	
MO - <i>Signed</i>	
HO - <i>Signed</i>	

Passed to Housing	Tick ✓
Gas Certificate	
EICR	
EPC	
2x Keys	

APPENDIX 8 - PERFORMANCE TARGETS

8.1 – COMPLETION OF WORKS

Repair Category	Target Period for repair work
Routine Void works – <i>Safety checks</i> <i>Lock change</i> <i>Cleaning</i>	14 calendar days
Complex Void Works - <i>Safety checks</i> <i>Lock change</i> <i>Repairs to correct substantial structural failings</i> <i>Re-decoration</i>	28 calendar days

8.2 RE-LET TARGETS

Allocation Category	Repair Category	Target Period for repair work	Target Period for housing to re-let property	TOTAL TARGET
Mainstream Property	Routine Void works	14 calendar days	2 calendar days	16 days
	Complex Void works	28 calendar days	2 calendar days	30 days
Supported Property	Routine Void works	14 calendar days	16calendar days	30 days
	Complex Void works	28 calendar days	2 calendar days	30 days

APPENDIX 9 - MANAGEMENT PROTOCOL

THE PROTOCOL

This is an Agreement covering the working relationship between **ARK Housing Association Ltd** (the "Landlord") and ** (the "Support Provider") in relation to the provision of support services by the Support Provider at to the Landlord's tenants at the following properties:

**** (the "Properties")**

1. THE PARTIES

ARK Housing Association Ltd	the Landlord
The Priory, Canaan Lane, Edinburgh, EH10 4SG	Landlord's address
** (Housing Services Officer)	liaison contact for the Landlord

	the Support Provider
	the Support Provider's address
[details please]	day - day contact for Support Provider
**(Landlord and Tenant Surveyor)	Liaison Contact for Support Provider

2. STATUS OF AGREEMENT

2.1 Both parties recognise that this Agreement supersedes all previous agreements between the parties, whether written or otherwise, relating to the services provided.

2.2 In this Agreement the words and expressions used will have the meanings set out in Part 1 of the Schedule except where the context otherwise requires.

3. DURATION OF AGREEMENT

1 st April 2012	(Start date)
31 st March 2017	(Termination date)
1 st July 2015	(Review date)

unless otherwise terminated as provided for in Clause 15.

4. RIGHTS TO ENTER THE PROPERTIES

4.1 The Landlord hereby grants to the Service Provider the non-exclusive right to enter and remain upon the Properties for all purposes required to facilitate the Service Provider in providing support to the Tenants.

4.2 The right granted in Clause 4.1 is subject to the Tenant of each room which is exclusively let granting permission to the Support Provider to enter the exclusively demised room.

5. LIAISON MEETINGS/REVIEWING THE AGREEMENT

5.1 On or around the review date specified in Clause 3, the parties will meet to review the operation of this Agreement.

5.2 In the interests of establishing good working relationships both parties will endeavour to meet annually.

6. RULES AND EQUAL OPPORTUNITIES

6.1 In connection with the carrying out of its responsibilities within the terms of this Agreement, the Support Provider will have regard to the Rules of the Landlord. Likewise the Landlord shall have similar regard to the Rules of the Support Provider.

6.2 The parties agree to operate this Agreement at all times within the terms of their Equal Opportunities Policies.

7. ASSESSMENT AND ALLOCATIONS PROCEDURE

7.1 The properties at ** consist of:

**	4 bedroom ground floor flat x 1
**	4 bedroom ground floor flat x 1

7.2 When an individual Tenant decides to leave the Properties, the Support Provider will use reasonable endeavours to procure that a month's written notice is given to the Landlord by the Tenant. The Support Provider should notify the Social Work Department in order that a compatible new occupant can be identified at the earliest opportunity. The SWD will be required to undertake a single shared assessment.

7.3 The Landlord will require a housing application form to be completed by the referred applicant and copies of the risk & care assessments, prior to any allocation being made.

7.4 Any transfer of tenants between rooms/flats within the Properties should be agreed with the Landlord prior to any move taking place.

7.5 In the event a tenancy is to be granted by the Landlord an entry date will be agreed between the Support Provider and the Landlord. The tenancy shall be in the form of an Occupancy Agreement.

7.6 If a Tenant vacates a room within the Properties, the Support Provider and SWD will endeavour to identify a new tenant to avoid under-occupancy of the Properties. Whilst the Landlord appreciates that the medical conditions or personalities of the remaining Tenants may make this difficult the best use of the Properties should be considered in order to maximise occupancy.

8. VOIDS

8.1 Responsibility for Voids

Due to the nature of shared housing it is imperative that all the individual's needs are met including the ability to live together. This can sometimes lead to difficulties in filling vacant rooms when they arise. The needs of the remaining Tenants will be assessed and if a Tenant has to live alone then the rent will be re-assessed to cover void loss.

8.2 Void Period Determination

In relation to each room in the Properties, the void period for such room will commence on the date that the outgoing tenant returns their keys, or if later the first working day after completion of any maintenance carried out in accordance with Clause 8.3.5 (provided the Landlord has notified the Support Provider of completion and handed over the keys) and will cease on the day before a new tenancy starts (the "Void Period"). This is usually at the end of the month's notice period although if the keys are returned after this period has expired, the outgoing Tenant will continue to have a rent liability until the return of the keys.

8.3 Chargeable Void Period

8.3.1 The Support Provider will not be liable to make any payment to the Landlord in the event that the Void Period is less than 4 weeks.

8.3.2 In the event that the Void Period is 4 weeks or more, the Support Provider will pay the Landlord the Void Charge. The Void Charge will be the sum of the rent and service charge which would properly have been due from a tenant to the Landlord under an Occupancy Agreement if the room in question had been let for the duration of the Void Period, less the sum of the rent and service charge which would have been due for the first 4 weeks of the Void Period. This allows the Support Provider & SWD a period of 8 weeks to find a suitable tenant.

8.3.3 The Landlord will arrange to carry out a pre termination inspection of the room. This visit will enable the Landlord to determine whether any maintenance is required - either routine, major or chargeable to the outgoing Tenant. The Landlord will notify the Support Provider in the event that the inspection shows that any maintenance is required.

8.3.4 Ideally, there will be no void maintenance work required to the room, however the parties recognise that this may not always be the case.

8.3.5 If maintenance is required, the Landlord will procure the carrying out of and pay for maintenance unless the parties agree that the maintenance should be charged to the Tenant. The Landlord will advise the Support Provider in advance of the arrangements made for the carrying out of maintenance, providing such details as the Support Provider may reasonably require. During the carrying out of and until the date of completion of any maintenance, the Landlord shall retain keys to the room in question and will take responsibility for ensuring that the vacant room is secured and kept in a tenantable condition. On completion of the maintenance, the Landlord will provide the Support Provider with notice of completion and the keys to the room.

8.3.6 The Landlord will invoice the Support Provider for the Void Charge quarterly, or at the end of the Void Period where this is less than 3 months.
Invoices are to be sent to:

**

9. HOUSING MANAGEMENT & MAINTENANCE RESPONSIBILITIES

9.1 Support Provider

9.1.1 The Support Provider will be responsible for providing care/support to each Tenant as specified in that Tenant's Support Agreement. This includes supporting tenants in meeting their tenancy responsibilities. This will include moving in and settling in. It will also be responsible for arranging furniture provision.

9.1.2 The Support Provider will assist a new Tenant to make the relevant claim for housing benefit within 7 days of the tenancy start date. Staff can use a one page mandate to intimate an intention to claim if there may be a delay in submitting a completed claim form. Any arrears of rent/service charge arising because a claim has not been submitted within this time period will be invoiced to the Support Provider for their payment.

9.1.3 During Void Periods the Support Provider shall retain keys to the room in question and will take responsibility for ensuring that the vacant room is secured and kept free from damage.

9.1.4 The Support Provider is responsible for ensuring that the SMART technology is tested in accordance with the manufacturers/installers recommendation.

9.1.5 The Support Provider shall notify the Landlord as soon as reasonably practicable if the Support Provider becomes aware of any repairs required either within the property or the common areas during the period of the tenancy.

9.2 Landlord

9.2.1 The statutory and contractual responsibilities of the Landlord are specified in the Occupancy Agreement, and explained in more detail in the handbook for tenants relevant to the Occupancy Agreement.

9.2.2 Joint occupants will be issued with an Occupancy Agreement which will make them jointly and severally liable for the rent charge of any shared properties.

9.2.3 The Landlord and the Support Provider acknowledge that the Landlord is obliged to consult the tenant on housing management issues in terms of the Occupancy Agreement. Notwithstanding that duty, the Landlord will consult the Support Provider on all housing management issues.

9.2.4 Without prejudice to the generality of clause 9.2.3, the Landlord will inform the Support Provider in the event that it needs to contact the Tenant over an apparent breach of the Occupancy Agreement or any other significant matter which has arisen relating to the tenancy.

9.2.5 The Landlord shall carry out repairs to individual Tenant's rooms in accordance with the terms of their Occupancy Agreement. In addition the Landlord shall maintain and repair all communal areas highlighted on the Site Plan. This includes the internal decoration of the communal areas. However, the Landlord will not be responsible for the cost of rectifying damage caused knowingly or wilfully, by a Tenant, or maintaining or re-instating an unauthorised alteration or adaptation unless the Landlord is unable to recover such costs from the Tenant. The Landlord will advise the Support Provider in advance of the arrangements made for the carrying out of repairs, providing such details as the Support Provider may reasonably require.

9.2.6 The Landlord shall not sell or otherwise in any way dispose of its interest in the Properties without first giving not less than 6 months notice to the Service Provider of its intention to dispose of its interest in the Properties.

10. RESPONSIBILITY FOR PROVISION AND REPLACEMENT OF FURNITURE

The Landlord is not responsible for the provision or replacement of furniture. The provision and replacement of furniture is the responsibility of the Support Provider and the Tenant. The Support

Provider will provide white goods and communal furniture and the Tenants will provide any other furniture required.

11. EXCHANGE OF DAY TO DAY CONTACT DETAILS

LANDLORD CONTACT DETAILS

**** , Housing Services Officer 0131 478 ******

[.org.uk](http://**.org.uk) will be the liaison contact for the Landlord**

**** , Housing Services Manager, 0131 478 ****,**

[.org.uk](http://**.org.uk) is the line manager who will deal with complaints/concerns regarding the service provided by **.**

OUT OF HOURS EMERGENCY REPAIRS SERVICE

**

SERVICE PROVIDER CONTACT DETAILS

[** to advise]

(Care Manager) Tel:

(General Manager) Tel:

will be the Liaison contact for the landlord

12. INFORMATION EXCHANGE

Each Tenant, or their guardian, will be asked to sign a mandate allowing us to discuss details with the Support Provider.

In addition each Tenant, or their guardian, will be asked to sign a housing benefit mandate which will allow the Landlord to act on their behalf regarding housing benefit issues that may arise.

Information about the Tenant will be exchanged between parties only:

(a) where either party has significant concerns about the Tenant's ability to maintain their occupancy OR

(b) the consent of the Tenant has been obtained.

Within their respective organisations both parties will treat such information in the strictest confidence, ie on a strict "need to know" basis.

13. COMPLAINTS / DISPUTES

Where one party receives a complaint from a Tenant about the other party, there may be a number of options for dealing with the situation, depending on the nature of the complaint. Each case will require judgement on the specific circumstances.

Where the Landlord receives a complaint about the Service Provider, the Landlord could:

- (a) contact the Service Provider if they have the Tenant's agreement to do so in this particular instance (ie regardless of any general consent given by the Tenant at the beginning of the tenancy),
- (b) contact the Care Inspectorate, which has statutory responsibility for regulating housing Care services, or
- (c) contact the local authority, which has the contract with the Support Provider. Clearly, an additional option, where considered appropriate, is to invite the tenant to exercise one or more of the above options directly.

In the opposite situation, the Support Provider could contact (or, as appropriate, encourage the Tenant to contact):

- (a) the Landlord,
- (b) the Scottish Housing Regulator
- (c) the Scottish Public Services Ombudsman.

In the event of any dispute arising in relation to the operation of this Agreement or the management of the project, the matter shall first be referred to the representatives of the parties. In the absence of a satisfactory resolution within 30 days of the dispute arising, the matter will be referred to the parties' respective Board of Management and, if necessary, to an independent arbiter to be agreed by both parties.

14. ALTERING THE AGREEMENT

The terms of this Agreement may not be varied except with the written consent of both parties.

15. TERMINATING THE AGREEMENT

This Agreement may be terminated by:

- (a) the agreement of both parties, or
- (b) either party giving six months' notice in writing; or
- (c) if, at any time during the currency of this Agreement, either the Support Provider or the Landlord contravenes or fails to comply with any of the provisions or conditions contained within this Agreement; or
- (d) if Void Costs on any one or more of the rooms comprised in the Properties is unpaid by the Support Provider for more than three months after demand; or
- (e) if either party shall be formally dissolved or cease operations; or
- (f) if the Support Provider's contract to provide Care is ended or if adequate funding for the Care ceases to be available; or
- (g) if the Landlord ceases to own the properties which are the subject of this Agreement.

Where either party seeks to terminate this Agreement in accordance with (c) above, they shall first serve notice on the other party intimating the contravention or non-compliance and give 30 days in which it may be remedied. If all steps agreed by both parties to be necessary to remedy the breach or non-compliance have been taken within the said period of 30 days, neither party shall be entitled to terminate this Agreement. In the event of contravention or non-compliance, both parties should first allow the Complaints Procedure detailed at Clause 13 of this Agreement.

Upon termination of this Agreement, there shall be a full accounting between the two parties. Such an accounting will be completed within three months of the termination of this Agreement.

IN WITNESS WHEREOF this agreement is subscribed for the parties as follows

Signed on Behalf of the Landlord	
Printed name	
Date	
Witness Name (Printed)	
Witness Signature	
Witness Address	C/O The Priory, Canaan Lane, Edinburgh, EH10 4SG
Date	

Signed on Behalf of the Support Provider	
Printed name	
Date	
Witness Name (Printed)	
Witness Signature	
Witness Address	
Date	

**This is the Schedule to the forgoing Agreement between
** and ****

Part 1 of the Schedule

Definitions

In this Agreement the following words and expressions will have the following meanings except where the context otherwise requires:

Equal Opportunities Policies	The equal opportunities policies annexed as Part 2B of the Schedule;
Occupancy Agreement	An occupancy agreement (for unrelated occupants sharing property) to be made between the Landlord and a Tenant which shall be in the form of the draft annexed as Part 3 of the Schedule;
Rules of the Landlord	The rules of the Landlord a copy of which is annexed as Part 2A of the Schedule;
Rules of the Support Provider	The rules or constitution of the Support Provider, a copy of which is annexed as Part 2A of the Schedule;
Schedule	The schedule in several parts appended to the foregoing Agreement;
Site Plan	The plan of the Properties and adjacent site annexed as Part 4 of the Schedule;
Social Work Department/ SWD	The City of Edinburgh's social work department;
Support Agreement	An agreement between the SWD and the Support Provider in relation to the care and support of the an individual Tenant;
Tenant	Each person who resides in a room at the Properties and who will be the (a) counterparty to an Occupancy Agreement, and (b) the subject of a Support Agreement.

Part 2 of the Schedule
Part 2A

Rules of the Landlord/Rules of the Support Provider

[Documents to be attached or inserted]

Part 2B

Equal Opportunities Policies

[Documents to be attached or inserted]

Part 3 of the Schedule

Occupancy Agreement

[insert copy and a copy of the tenant's handbook that goes with it.]

Part 4 of the Schedule

Site Plan

[insert copy]