

LEASES & PROTOCOLS - PROCEDURE

1 INTRODUCTION

- 1.1 This procedure describes our arrangements for implementing the policy on [Leases and Protocols](#).

2. LEASES

- 2.1 ARK may enter into a lease in the following situations:
1. When an ARK property is being let to an external organisation: (See Appendix 1.1)
 2. When ARK rent a property from either a Private Landlord or another Housing Association. (See Appendix 1.2)

In either of the situations above the property will be used either:

- to provide care or support for individuals with special needs, with either live-in or visiting support staff, or
- the property is to be used by the Care and Support team as an office.

- 2.2 A proposal to lease a property will be considered by the appropriate Housing Services Officer (HSO) in discussion where required with the Head of Housing Services (HoHS) and the Head of Property and Maintenance (HoPM). Where it is agreed to enter into a lease the HSO will discuss the details with the organisation concerned. Full consideration will be given to the Scottish Housing Regulators Guidance on disposals, Consent to Disposals, and the process laid out in this guidance.
- 2.3 The draft lease will be reviewed and agreed by the HoHS, Head of Quality and Compliance (HoQC) and the HoPM. If there are any unusual conditions to be considered in the draft lease the HSO will agree these with the HoHS before proceeding with the arrangement.
- 2.4 Following agreement, the HSO will arrange for 2 copies of the final draft to be signed by the HoHS (failing whom the Director of Finance and Housing (DoF&H)). The signed copy will be filed in the Leases Folder. A list of all leases and protocols is attached as Appendix 1.

Register

- 2.5 The HoHS will ensure that the Lease is recorded in the Register of Disposals and the relevant approval form is completed, as required under the Housing (Scotland) Act 2001 and in accordance with the [Finance procedure on Disposal of Land & Property ref. F24](#) and in the Register of Signing and Witnessing Documents in accordance with Policy Ref G16.

Monitoring of lease

- 2.6 The HSO will maintain contact as required with the lessee and at the very least will hold an annual meeting to review the operation of the lease and any matters of concern etc. that require to be addressed. The HSO will make a note of the points discussed and action agreed at the meeting, add the note to the Leases folder and follow up as required on any action to be taken by the lessee or by ARK.

Renewing or ending a lease

- 2.7 The HSO will make a diary entry for 6 months before the term of a lease is due to end, to initiate the process for its renewal or termination.
- 2.8 In reviewing the lease the HSO will obtain the views of any other staff who have been involved with the property or the lessee's staff.
- 2.9 Following the review, and where the lease is to be renewed (with or without any changes to the terms) the HSO will follow the process described in paras. 2.4 – 2.6 above and the HoHS will ensure that the Register of Disposals etc. is updated.
- 2.10 Where the lease is not to be renewed:
- the HSO will ensure that all relevant records and databases are updated and the property is re-designated as void awaiting re-let;
 - the HoHS will ensure that the property details are removed from the Register of Disposals with the date of removal and the reason noted in the Register.

3 TAKING ON A PRIVATE LEASE

- 3.1 Where C&S or the HSO are approached by a Local Authority to provide accommodation to a prospective service user a formal request form must be completed by the Social Worker/Care Manager containing details of the property required (Appendix 1).
- 3.2 If this is case and the needs of the Service User are complex and necessitates a lot of discussion with various landlords, then ARK may ask the LA to pay an hourly rate for this service.
- 3.3 Once a suitable property is identified it should be viewed by the HSO, the LA and the service user or their representative as soon as possible to assess the suitability.

SIGNING THE LEASE

- 3.4 Before a lease is signed by the HoHS or DoH&F, a copy of the Care & Support contract between C&S and the LA must be provided. It should also be agreed in writing, that the LA will be responsible for any void costs incurred from the date the lease is signed.
- 3.5 Any deposit required will be covered by the LA.
- 3.6 The HSO, accompanied by the CSM and the landlord/letting agent, will complete a full inventory of the property at the time of signing detailing the condition of each item as well as photographing the property including the garden areas. The inventory should be signed by everyone involved and attached to the lease with an electronic copy being saved in the house file.

ENDING THE LEASE

- 3.7 If, after review as detailed in section 2.9 – 2.12, it is decided that ARK will no longer be the lease holder for the property or if the Occupancy Agreement with the tenant is to end then notice should be given depending on the individual agreement with the landlord.
- 3.8 At the start of the notice period an inspection should be completed by the HSO, CSM, the Service User, or their representative, and the Landlord to go through the inventory and agree on any remedial action to be taken before the property is returned to the landlord.
- 3.9 On returning the keys to the landlord any cost incurred shall be the responsibility of the tenant.

4. PROTOCOLS

- 4.1 A protocol will be appropriate where the occupant will be our tenant and there is to be an arrangement with another organisation for the provision of support.
- 4.2 Where an organisation is supporting more than one tenant, we will agree one protocol covering all the properties the organisation will be involved in.
- 4.3 The basis of a protocol is that it sets out the expectations of how tenants will be supported to maintain their tenancy in accordance with their Occupancy Agreement.

Approving a protocol

- 4.4 A proposal to enter into a protocol will be considered by the appropriate HSO in discussion where required with the HoHS. Where it is agreed that the proposal should be followed up the HSO will discuss the details with the support provider.
- 4.5 We will normally use the model protocol recommended by the SFHA (see (see the folder Housing/Leases & protocols for current examples)). If there are any unusual conditions to be included the HSO will discuss these with the HoHS before proceeding.
- 4.6 Following agreement on the terms the HSO will produce a draft Protocol etc. as detailed in paras. 2.4 – 2.5 above for a Lease. A schedule of the properties covered will be attached to each copy of the Protocol.
- 4.7 There is no requirement to record a Protocol in the Register of Disposals.

Managing properties covered by a Protocol

- 4.8 As the tenant has a direct relationship with us all current Housing Management and Maintenance Services will apply.
- 4.9 The HSO will liaise with the support provider to agree the most appropriate form of tenancy for each individual.
- 4.10 As part of the discussions with the proposed tenant and the support provider the tenant will be asked to sign a mandate agreeing that we may contact the support provider on any tenancy issues at the same time as we contact the tenant.

Terminations and allocations

- 4.11 Termination of the tenancy will be handled in the normal way with 28 days notice expected from the tenant, and the normal void management procedures will be followed.
- 4.12 If the new tenant is again to be supported by the same organisation we will liaise with the

support provider during the allocation process. Should the support provider be unable to find a suitable tenant for the property they will give us 4 weeks notice that they no longer wish to support a tenant in that property.

Monitoring a Protocol

- 4.13 The appropriate HSO will liaise as required with the support provider's staff involved in each property and will ensure that at the least an annual meeting is held with each organisation involved in a Protocol.
- 4.14 The purpose of the meeting will be to review the operation of the Protocol and any matters of concern etc. that require to be addressed. The HSO will make a note of the points discussed and action agreed at the meeting, add the note to the Protocols folder and follow up as required on any action to be taken by the support provider or by ARK.

5 IMPLEMENTATION AND REVIEW

- 5.1 The Head of Housing Services is responsible for ensuring that this procedure is implemented.
- 5.2 The Head of Housing Services will ensure that this procedure is reviewed at least every 3 years.

Approved by the SLT:

September 2017

Review of procedure due by:

March 2020

APPENDIX 1 CURRENT LEASES AND PROTOCOLS

1.1 ARK PROPERTIES

Address	Property Designation	Organisation	Period (from - to)	Associated Protocol in Place
8 Back Hilton Road, Aberdeen	Office	Aberdeen City Council		2A, 6, 10,12A,12B, 12C,14B Back Hilton Road, Aberdeen
16 & 18 Balnagask Court, Torry, Aberdeen *	Office	Aberdeen City Council		1-18 Balnagask Court, Torry, Aberdeen*
16-2 Balnagask Court, Torry, Aberdeen *	Residential	Aberdeen City Council		N/A
2 Bedford Court, Alloa	Residential	Clackmannanshire Council		
10 Muirs Court, Uphall, W. Lothian	Office & Residential	Community Integrated Care		10 Muirs Court, Uphall, W. Lothian
1B Ark Dale, Crossfolds Cresc. Peterhead	Office	Community Integrated Care		1A, 1C, 1D, 1E, 1F, 1G Ark Dale, Peterhead
Flats A – E, 1 Hill Street, Dunfermline	Residential	Fife Council		
112 Albany Street, Dunfermline	Residential	Fife Council		
Greenfern Lodge, Springhill Road, Aberdeen*	Office & Residential	Inspire		Greenfern Lodge, Springhill Road, Aberdeen
No 2, 73 Stenhouse Place West, Edinburgh	Office	Leonard Cheshire Foundation		No 1 & 3, 73 Stenhouse Place West, Edinburgh
84B, 86E & 88E School Drive, Aberdeen*	Office	Leonard Cheshire Disability		84, 86, 88 School Drive Aberdeen*
4, 12, 20 Provost Mitchell Circle, Aberdeen*	Office	Living Ambitions		1-22 Provost Mitchell Circle, Aberdeen*
29 St Andrew's Street, Dalkeith	Residential	Midlothian Council		
5E Ark Court, Lochpots, Fraserburgh	Office	Real Life Options		
House 1, 5 Longstone Grove, Edinburgh	Office	Real Life Options		
14b Niddrie Farm Grove, Edinburgh	Office	Share		Rooms 1-5, 14 Niddrie Farm Grove, Edinburgh
8 & 9 Muirs Court, Uphall, West Lothian	Office & Residential	West Lothian Council		

[* ARK Services Leases combined with Protocols]

1.2 PRIVATE RENTED PROPERTIES

Address	Designation	Organisation	Period (from - to)	
42 Broomhouse Avenue, Flats 1-6, Edinburgh	Residential & Office	City of Edinburgh Council		
8 Bell Court, Falkirk	Residential	Falkirk Council		
7 Stonefield Place, Flats A- N	Residential	Scottish Borders Housing Association		
Quatermile, Wharton Square, Edinburgh x 11 Flats	Residential & office	Hillcrest HA		
2 George Court, Loanhead, Flats 1 - 8	Residential & office	O'Rourke Developments		
2 Marine Court, Arbroath	Residential	Angus Glen Properties		
1 East Newgate, Arbroath	Residential	Angus Glen Properties		
47 St Andrews Street, Dalkeith	Residential	AM lettings		
23 Seaforth Road, Stornoway	Residential	Hebridean Housing Partnership (HHP)		
87 Seaforth, Stornoway	Residential	HHP		
11 Parkend, Stornoway	Residential	HHP		
37A Newmarket Terrace, Stornoway	Residential	Western Isles Properties Ltd		
61 Westview Terrace, Stornoway	Office	HHP		
11 Fyne Brae, Dunfermline	Residential	Kingdom HA		
14 Guards Way, Perth	Residential	Caledonia HA		

APPENDIX 2
Request for 3rd Party Lease for ARK Care & Support Service User

<p><u>Area Manager Name & Staff Member Requesting:</u></p>	<p><u>About the Service User:</u></p>
<p><u>Date Property Required:</u></p>	<p><u>Desired Location of Property:</u></p>
<p><u>Areas which will not be considered:</u></p>	<p><u>Size of Property Required:</u></p>
<p><u>Adaptations Required:</u></p>	<p><u>Other Specific Requirements:</u> <i>E.g. Garden/ self contained/rural/etc</i></p>
<p><u>Approval from Local Authority to fund housing sourcing the property:</u></p> <p><i>ARK Housing would invoice at an hourly rate of £17.64. How long it would take is an unknown quantity. It is anticipated initial enquiries would take approx. 2 hours following up/arranging viewings could be around 5 hours.</i></p>	<p><u>Billing Details for Local Authority:</u></p>
<p><u>Details of Care Package:</u></p>	<p><u>Service Users Current Living Situation:</u> <i>(Provide details of notice period if applicable/current address/details of current landlord etc.)</i></p>
<p><u>How will Rent be paid:**</u></p>	<p>** Please consider the following**</p> <ul style="list-style-type: none"> ➤ <i>3rd party leases can become available at short notice. Should a property become available but the service user is not able to move into the property for a period of time who will be liable to will cover the rental charge, as tenant will not be entitled to HB if they are not living in the property?</i> ➤ <i>Will the service user be able to able to apply for housing benefit? Consider Capital.</i> ➤ <i>Does the service user have a current claim for housing benefit?</i>

Ark C&S Staff Signature: _____

Date: _____