

# MORAY HOUSING PARTNERSHIP

## Void Management Policy

Date Agreed

Under Review

### 1. Scope of the Policy

- 1.1 This policy encompasses activity in relation to void management. Void management is defined as how the Moray Housing Partnership deals with vacant property to ensure that rent loss is minimised and the most effective use is made of the housing stock in order to meet housing need
- 1.2 A void is a property for which there is a current rent account, but for which no current tenancy exists. The void period is the time - measured in calendar days - between the date of termination of the previous tenancy or repossession and the start date of the new tenancy.
- 1.3 The void management activity covers a number of related activities. These include:
- tenancy termination;
  - inspections;
  - identifying rechargeable works and other tenant responsibilities;
  - ordering work;
  - offering tenancies and arranging viewing; and
  - creating tenancies, signing leases etc.
- 1.4 The Moray Housing Partnership will ensure the promotion of equal opportunities by publishing information and documentation in different languages and other formats such as large print, audio tape and Braille, as required.

1.5 The Moray Housing Partnership commits itself to fairness and equality for all, operating with professionalism, integrity and openness and a belief that everyone is entitled to be treated with dignity, respect and fairness, regardless of their race, colour, ethnic or national origin, nationality, gender, sexual orientation, marital status, disability, age, religion or belief, or any other similar or related factors. The Partnership aims to ensure that policies and procedures do not knowingly create an unfair disadvantage for anyone, directly or indirectly.

## **2. Context**

2.1 The Void Management Policy is set in the context of the Performance Standards for social landlords and homelessness functions document published jointly in November 2001 by Communities Scotland, COSLA and the SFHA. The Standards are organised into 20 Guiding Standards and 33 Activity Standards.

2.2 Guiding Standards are fundamental to the way social landlords and regulated services behave and conduct their business. They are not 'stand-alone' Standards. Instead, they will be assessed in terms of how well they inform all aspects of the business, and how well they are met in each of the Activity Standards relating to:

- Housing management
- Property management
- Property development (developing organisations only)
- Homelessness
- Services for owners
- Services for Gypsy Travellers (local authorities only)
- Wider action (RSLs only)

## **AS1. Void Management**

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We monitor demand for our houses and maximise the use of all available housing, keeping empty property and spaces in our shared accommodation to a minimum. We make sure our properties are of an appropriate lettable standard.

### **3. Principles and Objectives**

3.1 The overall aim of the Void Management Policy is to provide effective management of void properties and limit void periods in order to maximise rental income, provide a quality of service and to meet housing need.

3.2 The specific objectives of the Void Management Policy are:

- to ensure that properties allocated by the Moray Housing Partnership meet acceptable standards;
- to ensure that rent loss through vacant housing is minimised; and
- to ensure that the Moray Housing Partnership makes the most effective use of the housing resources available to it, to meet housing need.

3.3 The principles underpinning the Void Management Policy are: -

- to provide a clear statement of the level of service and standards to which the Partnership will work;
- the Partnership will implement detailed procedures and agreed practices;
- the policy will be supported by staff training to ensure that staff are equipped to carry out the roles expected of them; and
- to ensure that tenants and service users are kept informed during the void management process.

### **4. Tenancy Termination**

4.1 A void may occur as a result of:

- formal termination;
- the death of a tenant
- abandonment of a property;
- transfer of tenancy, including a mutual exchange; or

- the Partnership recovering possession of the property.

In most circumstances tenancies will terminate by a tenant giving notice, which must be a minimum of 28 days, The tenant will be liable for the payment of rent for the full 28 days.

4.2 Tenants are requested to give the Partnership notice in writing of their intention to terminate their tenancy. The Partnership will provide a termination pro-forma which will request the following details:

- date of actual leaving;
- forwarding addresses of all parties to the tenancy;
- signatures of all parties to the tenancy;
- reason for the termination;
- details of other occupants in the property; and
- arrangements for pre-inspection visits.

4.3 The Partnership will acknowledge receipt of the notice of termination within 2 working days. The acknowledgement will contain the following:

- a reminder that the rent account must be cleared up to the termination date;
- a reminder that the tenant must notify the utility companies;
- a claim form for any improvements which may qualify under the compensation for improvements scheme;
- instructions detailing where and when keys must be returned;
- what action should be taken if the notice of termination is to be withdrawn;
- guidance regarding the minimum requirements for a property being vacated. For example:
  - the property must be clean and left in a good decorative order;
  - carpets and belongings will be removed unless a prior arrangement has been made with the Housing Officer;
  - gardens will be cleared of all rubbish and grass cut

- the costs of any work carried out by the Partnership to attend to the above may be recharged to the outgoing tenant.

4.4 The acknowledgement will seek the co-operation of the tenant to:

- arrange a pre-termination inspection of the property by the Housing Officer; and
- allow access at reasonable times to show prospective tenants around the property.

4.5 When a tenant is transferred they will be advised to hand in the keys of their property within one week. If the keys are kept longer than this rent will continue to be charged. In all other instances, it is expected that keys to the property will be returned on the next working day after the termination period ends.

4.6 Where a tenancy is terminated as the result of a death and there is no one to succeed to the tenancy in accordance with the Housing (Scotland) Act Section 22, the Partnership will

- request details from the person notifying of the death;
- advise the person that Housing Benefit entitlement will cease from the Monday following the date of the tenants' death; and
- advise the person that keys to the property will be returned within two weeks. In the event of keys being retained for a longer period, the Partnership may seek to recover rent loss from the tenant's estate; and
- make clear to the person that rent arrears will only be recovered against the tenant's estate, if any.

4.7 If it is suspected that a property has been abandoned, the statutory procedures will be implemented. The Partnership will complete investigations to confirm that:

- (a) the property is unoccupied; and
- (b) that the tenant(s) no longer intends to occupy the property.

Enquiries may include contact with any known relatives, neighbours and contact with other agencies, for example, the Police, Social Work and Council.

4.8 Where the Partnership has confirmed that a property has been abandoned, it will be made secure as soon as possible. Between the months of October and April, staff authorised by the Partnership may enter the property in order to drain the water down.

4.9 The Partnership has a legal right of access at all times of the year where necessary to prevent possible damage or danger to either the property or other tenants.

4.10 The Partnership will ensure that during the void period, the property is secure in order to prevent vandalism. This may be done by:

- changing the locks;
- installing boarding or caging;
- fitting burglar alarms; or
- arranging night security for new or refurbished schemes.

## **5. Inspections**

5.1 The Partnership will endeavour to inspect all properties becoming vacant both prior to and following the termination of the tenancy.

5.2 A pre-termination inspection will be completed, with the agreement of the tenant, within 5 working days of receipt of the notice of termination. The main purpose of this inspection is to:

- identify any aspects of disrepair which are the responsibility of the tenant;
- identify who utility providers are;
- identify any repairs that are the responsibility of the Partnership and of the tenant;
- agree what will be removed from and what will remain in the property;
- check on any alterations carried out by the outgoing tenant and to determine qualifying improvements for compensation;
- identify any adaptation or special feature of the property to assist in the allocation process;
- assess any redecoration allowance for any future tenant; and
- agree the general condition of the property on termination.

5.3 A standard report form will be completed at the pre-termination inspection, signed for by the Housing Officer and the tenant. A copy will be given to the tenant. The outgoing tenant will then have the opportunity to remedy any defect for which they are responsible prior to the end of the tenancy. If any such defects are not remedied prior to the end of the tenancy, or if work done is not of a satisfactory standard, a recharge may then be raised for the cost of the works.

5.4 A post termination inspection will be carried out wherever possible within 2 working days of keys being returned (or in the case of abandonment, upon changing the locks following the service of the second Abandonment Notice). The purpose of this inspection will be to:

- ensure that the property meets the Partnership's minimum standards for properties to be re-let (**Appendix 1**);
- identify any further repairs that are required to the property;
- identify whether there are any outstanding items of disrepair which are the responsibility of the outgoing tenant;
- review qualifying improvements for compensation;
- review the level of decoration allowance previously identified in the pre-termination inspection, if necessary; and

- determine whether the property can be viewed by prospective tenants.
- 5.5 The inspection must identify which repairs can be carried out after occupation, as distinct from 'essential repairs', which must be carried out before occupation. Essential repairs will include:
- repairs essential to make the property habitable;
  - health, safety and security;
  - repairs considered essential to achieve a quick letting;
  - repairs that are impractical to do in an occupied property; and
  - removal of substandard tenant alterations.
- 5.6 The outgoing tenant will be informed within 10 working days of the post termination inspection if there are any outstanding items which he/she will be recharged for.
- 5.7 Relevant information from the inspection will be made available to any prospective tenant to whom an offer of tenancy has been or is to be made.
- 5.8 The prospective tenant will also be advised of any level of decoration allowance to be made by the Housing Officer following viewing and acceptance of the property ( MHP Letting Procedure)

## **6. Ordering repairs**

- 6.1 Repairs, which will be completed after the property becomes vacant, must be ordered within 1 working day of the post termination inspection.
- 6.2 The priority timescale awarded to repairs will be in accordance with the Partnership's Repairs Policy.
- 6.3 Essential repairs (to be completed prior to occupation of the property) will be ordered separately from more routine repairs which may be completed after occupation of the property.

6.4 A target of 10% of all response repairs will receive a post-inspection.

## **7. Offering tenancies**

7.1 Prospective tenants, including transfers, will be selected in accordance with the Allocations Policy.

7.2 All offers will be made in writing, although initially prospective tenants may be notified verbally. Every offer of a tenancy will contain the following:

- the size and type of property;
- the amount of rent;
- the proposed date of entry where possible;
- viewing arrangements;
- arrangements for accepting, signing leases etc; and
- a named officer to contact in case of enquiries.

Tenants will be advised either verbally or in writing of the principal repairs to be carried out on the property and of any programmed capital work due, such as kitchen replacement programmes etc.

## **8. Creating tenancies**

8.1 Before accepting a property a tenant must be taken to view by the Housing Officer. (this is not to be confused with a pre-tenancy interview, see 8.4).

8.2 If the internal decoration of the property is deemed by the Housing Officer to be of an inappropriate style, colour or in need of re-painting because of nicotine staining and if the tenant is able and in agreement a DECORATION ALLOWANCE may be offered (**Section 9**).

8.3 When a prospective tenant has indicated their acceptance of a vacant property, the date of entry to the house must be agreed. This will be as soon as possible after all essential repairs are completed.

8.4 The Housing Officer will complete a pre-tenancy interview, explaining the associated responsibilities involved with a tenancy and the new tenant when the lease is signed.

8.5 When the lease is signed and all essential repairs carried out, the tenant will be provided with keys to the property.

## **9. Decoration Allowance**

9.1 Decoration Allowances will only be offered if a tenant is able and willing to carry out the work.

9.2 The Housing Officer will agree the area/s to be decorated and the type of materials to be used.

9.3 A realistic completion date will be agreed with the tenant and a letter stating the agreed areas to be decorated, the type of materials, the standard to be obtained, the maximum completion time and the maximum financial allowance will be given to the tenant.

9.4 A maximum allowance of £50 per room is permitted.

9.5 Following completion of the work the tenant must notify the Housing Officer who will arrange to inspect the completed work.

9.6 When the Housing Officer inspects the completed work and agrees that it is to an acceptable standard and on production of all receipts for materials by the tenant an allowance will be authorised and a cheque for the amount spent issued to the tenant.

9.7 Should the work not be of an acceptable standard the Housing Officer will not authorise payment of the allowance.

## **10. Review of decision and complaints**

10.1 Complaints regarding the void management process including a Decoration Allowance refusal, can be made through the Partnership's Complaints Policy. The number of complaints that relate to the void management process will be monitored and reported to the Moray Housing Partnership's Committee of Management quarterly.

## **11. Performance monitoring**

11.1 Regular monitoring of the void management process will be undertaken, using the following performance measures:

- the number of properties relet in less than 2 weeks, in 2 – 4 weeks, and over 4 weeks;
- the percentage of properties in each band as a percentage of all re-lets in the year;
- void rent loss as a percentage of gross rent debit;
- average void period;
- average void costs
- number and cost of Decoration allowances issued.
- the number of refusals as a percentage of all offers; and
- the number of houses where the void period is 10 weeks or more.

11.2 The monitoring information will be reported to the Moray Housing Partnership's Committee of Management on a regular basis and to tenants via the Tenants Newsletter.

11.3 This performance information will also form the basis of Moray Housing Partnership's Annual Report as required by the Housing (Scotland) Act 2001.

11.4 The Policy will be reviewed in September 2008

**The Moray Housing Partnership Void Property Relet Standards**

The following minimum standards will be achieved for all void properties:

<b>Works</b>	<b>Minimum Standard</b>
General Cleanliness	The house will be cleared of furniture, carpets and belongings/rubbish from the previous tenant. Floors should be swept out, kitchen and bathrooms surfaces to be washed down. Attics, basements and out buildings should be emptied.
Garden Areas	Gardens attached to the property should be cleared of rubbish and grass cut.
Electrics	All electrics must be checked and a certificate of inspection issued to new tenant, copy to the Partnership. Alteration to the electric system clearly undertaken by the tenant to be removed unless compliance certificate covers them.
Gas	All houses with gas central heating to have a full gas safety check undertaken and compliance certificate issued to new tenant, copy to the Partnership. Where gas supply is purely to a gas cooker the carcassing should also be checked.
Gas/Electric Cooking	Where the previous tenant has left a gas or electric cooker, this should be removed as we are unable to certify their safety.
Smoke Alarm	The smoke alarm(s) should be tested as part of the electric safety check.
Water Supply	During the months October - April or during severe cold spells, consideration paid to whether stopcocks should be shut off and the water supply drained down.
Windows	All windows should be fully operational and checked for safety. Window keys should be issued to tenants where we have fitted locks.
Front Door	Minimum mortice + yale timber door or security locks on double glazed door. Letterbox and back flap on all front doors. Check security and drafts/water ingress.
Back Door	Minimum mortice timber door or security locks on double glazed door. Check for security and draughts/water ingress.
Internal Pass Doors	All pass doors should be intact and operating properly. Living room and kitchen doors should have door-closers. Bathroom doors should have locking device.
Floors	All loose and missing floorboards to be re-secured/replaced. Floor surface to be even to allow carpets to be laid.
Skirtings and facings	Missing or badly damaged skirtings/facings to be replaced. If possible to repair - should be re-secured and filled where necessary.

Bedroom cupboards	Should all have level shelf and clothes rail below, space permitting
Kitchen Units	All kitchen units to be thoroughly checked and hinges replaced/adjusted where necessary. Damaged drawers and doors should be replaced, where possible. Damaged worktops as a result of burning/water ingress should be replaced where appropriate.
Adaptations	Adaptations must be operational and meet with the needs of the incoming tenant. Where the adaptation is not required by the new tenant it should be removed prior to the tenant moving in.
Bathroom Suite	Bathroom suite should be checked for chips/cracks. Where replacement of a part of the suite is required a like for like replacement will be ordered.
Shower Unit	Any instantaneous electric shower should be included in the electric check. Shower must have a screen or shower rail.
Decoration	The Partnership is generally not responsible for the condition/level of decoration in a property. However, where the condition of the decoration is deemed to be so bad as to affect the likelihood of anyone accepting the property, then the property will be decorated prior to re-let.