

# **The Moray Council**

## **Void Management Policy**

### **1. Scope of the policy**

- 1.1 This policy encompasses void management activity. Void management is the term used to define how the Moray Council 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 that does not have a current tenancy. 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; and
  - creating tenancies, signing leases etc.
- 1.4 The Council will ensure the promotion of equal opportunities by publishing information and documentation in different formats/languages as required. The Council will ensure that no individual is discriminated against on the grounds of sexual or marital status, on racial grounds, or on grounds of disability, age, sexual orientation, language or social origin, or other personal attributes, including beliefs, or opinions, such as religious beliefs or political opinion. All communication with tenants or other customers will be in 'plain language'. The Council will make appropriate arrangements for communicating with tenants and other customers who have special needs such as people with sight, hearing or learning difficulties, for example by using signers.

1.5 The Council will ensure that health and safety arrangements are complied with during the void management process.

## **2. Local Housing Strategy/Corporate Development Plan/Service Improvement Plan**

2.1 The Void Management Policy will assist the Council to meet its Local Housing Strategy, Corporate Development Plan and Service Improvement Plan aims and priorities. In particular, it will assist the Council to provide decent, secure and affordable housing to meet housing need. The Void Management Policy will also assist the Council to achieve 'best value' in the use of its resources.

## **3. Objectives and principles of the policy**

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

3.2 The specific objectives of the Void Management Policy are:

- to ensure that properties allocated by the Council meet acceptable standards;
- to ensure that rent loss through vacant housing is minimised;
- to ensure effective, efficient and accountable management of properties;
- to enable the effective monitoring of void management and service delivery;
- and
- to ensure that the Council 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 comply with legal duties, regulatory requirements and good practice standards;
- to provide a clear statement of the level of service and standards to which the Council will work;

- the Council will implement detailed procedures and agreed practices uniformly across the service;
- that staff training is provided to ensure that staff are equipped to carry out the roles expected of them;
- that tenants and service users will be kept informed during the void management process; and
- to communicate with tenants and service users in 'plain language'.

#### **4. Legal provisions**

4.1 The Moray Council will ensure that the Policy complies with current legislation and promotes good practice. The legal obligations and rights placed with tenants and landlords include the following:

- The Housing (Scotland) Act 2001 amends the provisions of the Housing (Scotland) Act 1987 and the Housing (Scotland) Act 1988. The Housing (Scotland) Act 2001 provides that landlords have a duty to ensure that a house is wind and watertight and reasonably fit for human habitation, both at the beginning of the tenancy and throughout its term. Section 27 of the Act gives landlords a legal right to enter a property on 24 hours notice to inspect it. Section 12 of the Act states that a tenancy can be ended by the tenant giving four weeks' notice to the landlord.
- Gas Safety (Installation and Use) Regulations 1994, Amendments no.2 1996 no. 550 and no. 2541 - Part F, Maintenance Section 35
  - Part (1) which relates to the Council's duty as an employer, and
  - Part (2) with regard the Council's letting property duties.

#### **Data Protection**

4.2 The Data Protection Act 1998 governs the way information is obtained, recorded, stored, used and then eventually destroyed. The Moray Council complies with all the requirements of the Act and ensures that personal data is processed fairly and lawfully, that it is used for the purpose it was intended and that only relevant

information is used. The council will ensure that information held is accurate, and where necessary kept up to date and that appropriate measures are taken that would prevent the unauthorised or unlawful use of any personal information given.

### **Freedom of Information**

- 4.3 The Freedom of Information (Scotland) Act 2002 came fully into force on 1 January 2005. The purpose of this Act is to “provide a right of access by the public to information held by public authorities”. In terms of section 1 of the Act, the general entitlement is that a “person who requests information from a Scottish public authority which holds it is entitled to be given it by the authority”. Information which a person is entitled to is the information held by the public authority at the time that the request is made. However, there are exemptions to this ruling to ensure that ‘personal data’ is not disclosed in breach of the Data Protection Act 1998.

## **5. Tenancy termination**

- 5.1 A void may happen as a result of formal termination, the death of a tenant, abandonment of the property, transfer of tenancy, mutual exchange, or if the Council recovers possession of the property.

- 5.2 A tenant may advise the Council of their intention to terminate a tenancy by

- phone;
- in writing
- e-mail; or
- in person

In all circumstances, the Council will request that the tenant complete a tenancy termination form confirming the termination of tenancy in writing.

- 5.3 The notice of termination form will request details of:

- 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.

- 5.4 In most circumstances tenancies will terminate by a tenant giving notice, which must be a minimum of 28 days, ending on a Sunday. Rent will be liable for the full 28 days, and thereafter, if the keys are not handed in on time.
- 5.5 A tenant who is being considered for a transfer, will have their home inspected prior to the offer being made. If a property is not in a reasonable condition, the Housing Needs team will be advised as soon as possible after inspection. No offer will be made and consideration will be given to suspending the applicant from the Housing List in accordance with the [Allocations Policy](#). This suspension will be reviewed after a period of 3 months.
- 5.6 Where a tenant is terminating the tenancy in order to transfer, the tenant must provide at least seven days' notice. The date of termination will be the Sunday prior to the start date of the new tenancy unless the tenant requests an overlap.
- 5.7 Where the transfer process allows the tenant to give two or more weeks' notice of termination, the tenant will be liable for rent during the notice period.
- 5.8 If the transfer process allows the tenant to give less than two weeks' notice, the tenant will be given a 'grace' period of rent following the start of their new tenancy. The tenant will be liable for rent on their old property up to the Sunday before their new tenancy starts. The tenant will be advised that they must return the keys no later than the following Thursday, otherwise rent will continue to be charged.

- 5.9 Where a tenant leaves a property without providing the required period of notice, they will be responsible for the full amount of rent during the notice period.
- 5.10 The outgoing tenant will be responsible for the full costs for clearing out the property or other rechargeable repairs if applicable.
- 5.11 The Housing Service will acknowledge receipt of the notice of termination within 2 working days. The acknowledgement letter will provide clear guidelines on the tenant's termination responsibilities, including the following:
- a reminder that all housing debts should be cleared up to the termination date or a repayment agreement arranged;
  - a reminder to notify utilities;
  - a leaflet explaining which improvements (if any) 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 will be removed, unless they are in good condition (see the Moray Letting Standard);
    - all belongings will be removed;
    - gardens will be cleared of all rubbish and grass cut; and
    - the costs of any work carried out by the Council to attend to the above may be recharged to the outgoing tenant.
- 5.12 The acknowledgement letter will seek the co-operation of the tenant to:
- if not already done, arrange a pre-termination inspection of the property by the Area Housing Officer; and

- allow the Council access at reasonable times to show prospective tenants around the property.

5.13 The acknowledgement letter will be accompanied by a tenant exit survey. The Council will use the data collected to analyse tenant satisfaction with the service in accordance with the [Customer Feedback Policy](#).

5.14 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 2001, Section 22, the Housing Service will:

- request details from the person notifying the Council of the death;
- advise the person that any Housing Benefit entitlement will cease from the Sunday following the date of the tenants' death; and
- advise the person that the Council will expect that keys to the property be returned to the Council no later than the Monday 12 noon after the week of the bereavement. In the event of keys being retained for a longer period, the Council may seek to recover rent loss from the tenant's estate;
- make clear to the person that rent arrears and outstanding rechargeable repairs will be recovered against the tenant's estate, if any.

5.15 If it is suspected that a property has been abandoned, the statutory procedures will be followed. In accordance with the Housing (Scotland) Act 2001 (Section 17) the Housing Service will conduct reasonable enquiries in order to establish the whereabouts of the tenant(s) and confirm that :

- (a) the property is unoccupied; and
  - (b) the tenant(s) no longer intends to occupy it as their only or principal home.
- Enquiries may include contact with any known relatives, neighbours and contact with other agencies, for example, the Police, Social Work, Council Tax etc.

5.16 Where the Housing Service has made investigations and confirmed that a property has been abandoned, it will be made secure as soon as possible.

Between the months of October and April, the Council may enter the property in order to drain the water down.

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

## **6. Inspections**

- 6.1 The Housing Service must inspect all properties becoming vacant, both prior to (with the tenants' agreement) and following the termination of the tenancy, in order to ensure that the property is tenantable and habitable.

### **Pre-termination Inspections**

- 6.2 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 tenant or the tenant's representative will be asked to attend the inspection. The main purpose of this inspection is to:

- identify any aspects of disrepair and establish those which are the responsibility of the tenant or the Council;
- identify who utility providers are (if not already known);
- agree which carpets are to remain in the property, if any. Agree that all furniture and so on will be removed from the property. Any items left will be removed and the outgoing tenant recharged;
- check that any alterations completed by the outgoing tenant are of a satisfactory standard and to identify qualifying improvements for compensation;
- identify any adaptation or special feature of the property to assist in the allocation process;
- assess any [redcoration allowance](#) for any future tenant;
- agree the general condition of the property on termination; and

- update the Housing Needs team. This will allow allocation of the property in accordance with the [Allocations Policy](#) and procedures.

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

### **Post Termination Inspections**

6.4 A post termination inspection will be completed on all vacant properties and where possible this will be completed within 2 working days of keys being returned. The purpose of this inspection will be to:

- ensure the property is empty (of people, pets and goods);
- ensure the property is secure;
- ensure the outgoing tenant is protected where they have left the property in good condition but damage occurs during the void period or when the new tenant is moving in;
- assess the property's condition against the Moray Letting Standard;
- complete mandatory checks according to inspection forms/lists;
- identify and assess any further repairs that are required to the property;
- assess the decorative standard and review the level of decoration allowance previously identified in the pre-termination inspection, if necessary;
- identify whether there are any outstanding items of disrepair which are the responsibility of the outgoing tenant;
- review qualifying improvements for compensation;
- arrange for gas and electrical appliances and installations to be professionally checked;

- determine whether prospective tenants can view the property (if applicable).
- 6.5 The inspection will identify which repairs can be carried out after occupation, as distinct from 'essential repairs', which must be carried out before occupation in order for the property to meet the [Moray Letting Standard](#). Essential repairs include:
- repairs essential to make the property habitable;
  - repairs required to comply with health, safety and security requirements;
  - repairs that are impractical to do in an occupied property; and
  - the removal of substandard tenant alterations (alterations that meet with the Council's standard, and are left in the property, will become the responsibility of the Council to repair and maintain) .
- 6.6 The outgoing tenant will be informed within 10 working days of the post termination inspection if there are any outstanding items for which they will be recharged.
- 6.7 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. The prospective tenant will also be advised of any level of decoration allowance to be made in accordance with the [Decoration Allowance Policy](#) and Procedures.
- 6.8 In accordance with legislation and good practice the Council's minimum standards for relet are that:
- the property will be wind and watertight;
  - the property will be in a clean condition;
  - the property will be secure;
  - access to the property will be safe;
  - doors and windows will be checked and will operate as intended;

- gas and electrical supplies and systems will be checked for safety and will be in good working order. A copy of the report on the last gas servicing visit will be made available to the tenant;
- internal glazing will be intact and will comply with safety standards;
- there will be a functioning bath or shower, toilet and wash hand basin;
- smoke alarms will be checked and in good working order;
- banisters, balustrades and stairs will be safe; and
- installations by former tenants will be left if they are safe.

## **7. Security Against Vandalism**

7.1 Where judged necessary, the Council will make arrangements to take appropriate security measures at the earliest opportunity where a void property is vulnerable to vandalism, or theft of components. For example, changing locks.

## **8. Ordering repairs**

8.1 Repairs, which will be completed after the property becomes vacant, must be ordered within one working day of the post termination inspection. The priority timescale for repairs orders will be at the discretion of officers but will have regard to the overall targets for void management and the nature of the repair. The targets will therefore reflect the targets detailed within the Council's [Response Repairs Policy](#).

8.2 Essential repairs, that is those repairs which must be completed prior to occupation of the property in order for the property to meet the void relet standard, will be ordered separately from more routine repairs which may be completed after occupation of the property.

8.3 Post-inspection targets will be dependent on the initial categorisation awarded to the repair.

Category		% of post inspections
Category A	less than 6 repairs required, or the cost of repairs will be less an £1,000	50%
Category B	More than 6 repairs required, or the cost of repairs will be more than £1,000	100%

## 9. Offering tenancies

9.1 Prospective tenants, including transfers, will be selected in accordance with the Moray Council's [Allocations Policy](#).

9.2 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;
- viewing arrangements;
- arrangements for accepting, signing leases etc; and
- a named officer to contact in case of enquiries.

All 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.

## 10. Creating tenancies

10.1 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. All tenancies start on a Monday.

10.2 The prospective tenant will be advised of the associated responsibilities involved with a tenancy and given assistance where needed. The prospective tenant will

be asked to sign the tenancy agreement. Responsibilities involved and assistance given include:

- the key obligations of the landlord and tenant as outlined in the Moray Council lease agreement and as required by the Housing (Scotland) Act 2001;
- advice on possible entitlement to [Housing Benefit](#);
- advice on payment arrangements;
- details on the [rent arrears](#) recovery process;
- the issue of a [Tenants' Handbook](#);
- advice on [contents insurance](#); and
- any other advice/assistance.

10.3 When the tenancy agreement is signed, the first weeks rent paid in advance (or a housing benefit form completed) and all essential repairs carried out, the tenant will be provided with keys to the property.

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

11.1 If a tenant does not agree with a decision made with regard to the management of void properties, they have the right to make a written request for a review of the decision by the Area Housing Manager.

11.2 The Area Housing Manager will review the case and will respond to the tenant in writing within 14 days of receipt of the request for the review. If the tenant is not satisfied with the response, the Area Housing Manager will refer the case to the Senior Area Housing Manager.

11.3 If the tenant is not satisfied thereafter, they may appeal through the Moray Council's [Complaints Procedure](#). The tenant must be advised of their right to appeal using the Council's Complaints Procedure.

## **12. Performance monitoring**

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

- percentage of gross rent receivable;
- time taken to relet property (this will be broken down into time periods);
- average relet time; and
- number of refusals as a percentage of all offers.

12.2 The performance indicators outlined above will be reported to the Housing Sub Committee on a quarterly basis.

12.3 The Council will also investigate means of seeking feedback from new tenants to seek continuous improvements to the void management process. Feedback from those tenants terminating their tenancy will be made through [Customer Feedback Policy](#).

12.4 The Council will also produce information for tenants explaining the process of [terminating tenancies](#) and how the Council deals with empty properties.

12.5 Complaints regarding the void management process can be made through the Council's [Complaints Procedures](#). The number of complaints that relate to the void management process will be monitored and reported to the Housing Sub Committee on a quarterly basis.

12.6 This policy will be reviewed in 2011.