

Void Management Policy

Purpose:	To establish DPHA's policy and set out our position on Void Management
Review Date:	9 March 2022
Guidance:	<p>Housing (Scotland) Act 1987 1988, 2001 Matrimonial Homes (Family Protection) (Scotland) Act 1981 Scottish Secure Tenants (Compensation for Improvements) Regulations 2002 Building (Scotland) Act 2003 Control of Asbestos Regulations 2012 Electrical Test Safety Certificate (NICEIC) Gas safety (installation and use) (amendment) Regulations 1998/2018 The Energy Performance of Buildings (Scotland) Regulations 2008 The Construction, Design and Management Regulations Data Protection Act 1998 and 2003 General Data Protection Regulations 2016 (GDPR) Equality Act 2010 Human Rights Act 1998 The Scottish Social Housing Charter DPHA Scottish Secure Tenancy Agreement</p>
Regulatory Standards:	<ol style="list-style-type: none"> 1. The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users. 2. The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities. 3. The RSL manages its resources to ensure its financial well-being and economic effectiveness. 4. The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.
Other Relevant Policies	<ul style="list-style-type: none"> • Repairs and Maintenance Policy • Allocations Policy • Income Arrears and Debt Management Policy and Procedures • Estate Management Policy and Procedures • Right to Compensation to Improvements Policy • Gas Safety Policy • Tenancy Sustainment Policy
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CONTENTS	PAGE NO.
1. INTRODUCTION.....	3
2. AIMS OF THE POLICY.....	3
3. LEGAL AND REGULATORY REQUIREMENTS	3
4. DEFINITION OF VOID PROPERTIES	5
5. TENANCY SUSTAINABILITY IMPLICATIONS	5
6. TENANT’S RESPONSIBILITIES AND RIGHTS.....	6
7. LETTABLE STANDARD.....	6
8. SATISFACTION.....	7
9. PERFORMANCE MONITORING.....	7
10. EQUALITY AND HUMAN RIGHTS	8
11. COMPLAINTS.....	8
12. DATA PROTECTION	8
13. POLICY REVIEW	9
 LIST OF APPENDICES	
Appendix 1 : Void Minimum lettable standard	10
Appendix 2 : Statutory Guidance in Calculation of void loss.....	13

1.0 INTRODUCTION

1.1 Dalmuir Park Housing Association (DPHA) recognise that turnover of housing stock is an integral part of housing provision which inevitably results in periods where properties are void (empty). DPHA is aware that good management of void properties and limitation of void periods is vital to maximise rental income, provide a quality service, meet housing need and achieve good estate management.

2.0 AIMS OF THE POLICY

2.1 The overall aim of the Void Management Policy is to ensure that void properties are let in an efficient and cost effective manner. The specific objectives of the Void Management Policy are:

- to ensure that rent loss through void properties is minimised
- to ensure that DPHA makes the most effective use of the housing resources available to it, to meet housing need
- to ensure DPHA meet the legal requirements and our own letting standards before letting a property
- to let properties which maximises the prospects of the incoming tenant sustaining the tenancy and reducing the likelihood of a tenant terminating the tenancy as a consequence of the property condition

2.2 To achieve the above objectives we will –

- provide a clear statement of the level of service and standards that we will work to
- have procedures and agreed practices that are applied uniformly across the service
- re-let vacant properties as quickly as possible
- undertake repairs of void properties in accordance with our statutory responsibilities and DPHA's letting standard
- record all action taken at each stage in the void management process on our Housing Management software system
- keep prospective tenants informed during the void process
- provide training to ensure that staff are equipped to carry out the roles expected of them

3.0 LEGAL AND REGULATORY REQUIREMENTS

3.1 This Policy will comply with all legislative, regulatory and good practice requirements which includes the following: -

Legislation:

3.2 **Housing (Scotland) Act 2001**

3.3 Most of the relevant legal obligations for landlords under the Housing (Scotland) Act 2001 are maintenance related, i.e. the 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.

- 3.4 **Section 11** of the Act requires tenants to occupy the house as their only or principal home.
- 3.5 **Section 12** of the Act states that a tenancy can be ended by the tenant giving four weeks' notice to the landlord.
- 3.6 **Section 30** of the Act gives tenants a right to be compensated, at the end of the tenancy, for certain specified improvements carried out with the landlord's consent. Such improvements would need to be assessed as part of the end of tenancy inspection process.
- 3.7 **Sections 17, 18 and 19** of the Act cover abandonment procedures. The secondary legislation sets out the duty on landlords to store tenants' personal possessions for up to six months, providing that the storage costs, along with any rent arrears, are not greater than the value of the goods in question.
- 3.8 **The Energy Performance of Buildings (Scotland) Regulations 2008** – the Association will ensure that it allocates void properties that have a valid Energy Performance Certificate in place.
- 3.9 **The Gas Safety (Installations and Use) Regulations 1998/2018** – the Association will ensure that it allocates void properties that have benefited from an annual inspection of gas installations and appliances as appropriate. In all cases a gas safety check will be carried out prior to handover of keys.
- 3.10 **The Construction, Design and Management Regulations** – The Association ensures that it meets Health and Safety requirements in the management of voids, particularly relating to repairs by Association or contracted staff.
- 3.11 **Data Protection Act 1998/2003** - Within the terms of the Data Protection Act and GDPR the Association will ensure that information provided by an applicant and/or tenant, or sought by the Association is relevant only to the management of void properties and that all such information received is treated in accordance with DPHA's Privacy policy and Fair Processing Notice.
- 3.12 Under the provisions of GDPR, individuals have the right to access to any personal information by making a subject access request in accordance with our Privacy Policy.
- 3.13 DPHA comply with all legislation relating to voids management which includes but is not an exhaustive list:-
- Matrimonial Homes (Family Protection) (Scotland) Act 1981
 - Scottish Secure Tenants (Compensation for Improvements) Regulations 2002
 - Equality Act 2010
 - Human Rights Act 1998
 - Building (Scotland) Act 2003
 - Control of Asbestos Regulations 2012

Scottish Social Housing Charter Guidelines:

3.14 The Scottish Social Housing Charter 2017

The Scottish Social Housing Charter has identified outcomes which will measure landlord performance in relation to void management. They are:

Outcome 4 Quality of housing

Social landlords manage their businesses so that:

- Tenants' homes as a minimum, meet the Scottish Housing Quality Standard (SHQS) when they are allocated; are always clean, tidy and in a good state of repair; and also meet the Energy Efficiency Standard for Social Housing (EESH) by December 2020.

Outcome 5 Repairs, maintenance and improvements

Social landlords manage their businesses so that:

- Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.

4.0 DEFINITION OF VOID PROPERTIES

4.1 There are different ways in which a property can become void and can be defined as follows:

- **Formal termination** - The tenant is required to give 28-days written notice in terms of their tenancy agreement of their intention to leave the property. Their rent liability will continue if the keys are not handed in on time.
- **Death of tenant** - Where we are notified of the death of a tenant and there is no successor the tenancy will terminate from the date of death. The next of kin will be advised that keys to the property should be returned as soon as possible after bereavement.
- **Abandonment** - Where we have issued a legal notice to a tenant who has vacated the property without notice.
- **Eviction** - Where we have completed court action to evict a tenant. The tenancy will terminate on the date that we repossess the property
- **Transfers** - Where the tenant is re-housed in another DPHA property. The tenant is still required to give 28 days notice but where the property can be relet before the 28 days notice is up they will only be charged until the date that the property has been re-let.

5.0 TENANCY SUSTAINMENT IMPLICATIONS

5.1 The approach outlined in this Policy, working together with our policies on Anti-Social Behaviour, Estate Management, Allocations and Tenant Sustainability ensures that we are striving to make positive contributions towards the sustainability of our communities. We acknowledge the negative impact that void properties can have on the community and aim to ensure that these are kept to a minimum.

5.2 We will use the information gathered from the inspection of void properties, from refusals and from exit surveys on termination to inform our long term maintenance investment plans and asset management strategy.

6.0 TENANT'S RESPONSIBILITIES AND RIGHTS

- 6.1 We ensure that tenants are fully aware of their responsibilities relating to leaving the property:
- End of tenancy responsibilities are clearly stated in the Scottish Secure Tenancy agreement and fully explained to the incoming tenant when signing the tenancy agreement. The end of tenancy responsibilities are also outlined in the tenant's handbook, and reiterated when a tenant first expresses their wish to move or transfer.
 - The requirement to give 28 days notice in writing is emphasised. It is clearly stated that full rent will normally be charged until the notice period has elapsed, and that we will pursue outstanding arrears in such cases.
- 6.2 We will carry out a pre-termination inspection at which time the tenant will be advised of the steps required to end the tenancy satisfactorily. The purpose of this inspection is to:
- Confirm the condition of the property
 - To discuss repair/clearance agreements which will be confirmed in writing
 - Advise tenants of likely rechargeable costs, if the property is not left in a lettable condition, and of DPHA's intention to pursue tenants for any costs arising
 - Confirm the actual date of vacation of the property
 - Agree any improvements which are eligible for compensation

7.0 LETTABLE STANDARD

- 7.1 We have a "Minimum Lettable Standard". Our minimum letting standard is attached at **Appendix 1**. The Minimum Lettable Standard meets all statutory requirements. Properties will always be safe, secure, wind and watertight prior to letting. This minimum standard may be exceeded where necessary to let the property but may not include all repairs, where the efficiencies of the letting process permit the property to be let with repairs to be completed when the property is occupied.
- 7.2 We will arrange for any unwanted waste left behind in a vacant property to be removed
- 7.3 All gas appliances will be tested and all properties with gas must have a Gas Safety Certificate issued. A copy of this Certificate is issued to the new tenant.
- 7.4 The Association will ensure that all electrical installations, fixtures, fittings, and any electrical equipment provided, is safe, in a reasonable state of repair and in proper working order at the start of the tenancy. The Association will retain a copy of the Electrical Installation Condition Report for six years. A copy of the most recent report will be issued to the new tenant.
- 7.5 The Association will obtain an Energy Performance Certificate (EPC) at the let of a property (if one has not previously been obtained or is no longer valid). We will display the EPC within the property prior to letting the tenancy.
- 7.6 Where properties are let with repairs outstanding or with works of improvement imminent, we will advise the tenant in writing of the nature of these works and the timetable for completion.
- 7.7 We may offer a paint pack to new tenants (either in whole or in part, as required where):

- The property has strong or vibrant colours, even if these are in good condition
- The current decoration is of a poor nature, i.e. the wallpaper is torn, partly stripped or damaged, including graffiti
- We will inspect at the new tenant visit that the paint pack has been used appropriately

7.8 All locks will be changed whilst the property is void. Recycling of locks removed from other void properties should be considered for recycling as a means of reducing cost incurred whilst void works are carried out, if they are found to be fully functional.

8.0 SATISFACTION

8.1 We will survey satisfaction with the void management process as part of the New Tenancy Visit.

8.2 The information gathered will be reported in Indicator 9 of the Annual Return to the Charter (ARC):

- "Thinking about when you moved in, how satisfied or dissatisfied were you with the standard of your home?"

9.0 PERFORMANCE MONITORING

9.1 The Association will monitor performance on void management using both statutory and local performance indicators as follows:

9.2 Statutory Performance Indicators – Social Housing Charter

- Percentage of rent due lost through properties being empty during the last year (this indicator allows for permissible deductions from the void period – these are listed at appendix 2).
- Average length of time taken to re-let properties in the last year
- Percentage of tenants satisfied with the standard of their home when moving in
- Percentage of tenancy offers refused during the year
- Percentage of lettable houses that became vacant in the last year
- Percentage of new tenancies sustained for more than a year, by source of let

9.3 Discounting Days for Void Period for ARC Performance Reporting.

Whereby a tenant is deceased and there is no succession to the tenancy within the household, 2 weeks shall be discounted from the void period to allow family or friends to clear the property and return the keys.

Whereby a tenant does not have family or friends to clear the property and the matter is handled by Police Scotland, Procurator Fiscal or other executor the void period from date of termination until the keys are returned and authority given to clear the flat will be discounted at the discretion of the Customer Services Team Leader.

Where the property is subject to major repairs for example new heating system, kitchen & bathroom replacement, asbestos checks or other large scale works these days will be discounted from the void period. This will be supported by evidence of the handover date to and from the Major Repairs period and confirmation of the date to ready to let status (provided by Property Services Officers).

Where a property is reserved or used for decant purposes. All days in relation to the decant period will be discounted from void loss. The property will be considered a lettable void once the property is no longer required for decant purposes. All decants are to be approved by the Customer Services Team Leader.

9.4 We will report every 6 months to the Board of Management for approval of any proposed Voids to be discounted (as per permissible deductions at appendix one)

9.5 The Board of Management annually agree targets for the effective management of voids in the financial year. The key performance indicators, approved by Board of Management, will be reported quarterly to the Board of Management. Performance will be monitored monthly by the Customer Services Team Leader with performance exceptions to target being reported to the Board of Management meetings.

10.0 EQUALITY AND HUMAN RIGHTS

10.1 The Association is committed to promoting an environment of respect, understanding, encouraging diversity, and eliminating discrimination by providing equality of opportunity for all. This is reflected in its Equality and Human Rights Policy.

11.0 COMPLAINTS

11.1 Although we are committed to providing high levels of service, we accept that there may occasions where you may not be not satisfied with the service you have received from us. We value all complaints and use this information to help us improve our services. Our Complaints Policy describes our complaints procedure and how to make a complaint.

12.0 DATA PROTECTION

12.1 We will treat personal data in line with our obligations under the current data protection regulations and our Data Protection Policy. Information regarding how data will be used and the basis for processing data is provided in our Fair Processing Notices.

13.0 POLICY REVIEW

13.1 This policy will be reviewed on a three-yearly cycle by the Board or earlier if required.

Appendix one – Void Minimum lettable standard

Minimum lettable Standards

Component	Standard	Action if below standard
Front Entrance Door	lock fast secure	Change recycle locks where appropriate
	glass intact	Replace
	handles serviceable	Replace
	opens and closes easily	Replace
	letterbox intact	Replace
Electrics	meter in place	Utility
RCD	electrical safety check	Electrician
Gas	gas safety check	Gas Service Engineer
	obtain certificate	
Central Heating	no missing components	Replace
Gas Fire	no paint on fire	Replace
Windows	glass intact	Replace
	handles intact	Replace
	safety catches intact	Replace
Pass Doors	intact	Fill/Replace
	handles intact	Replace
Kitchen Units	sink intact	Replace
	taps intact	Replace
	no leaks	Repair
	worktop without obvious burns, cracks, breaks or water blown	Replace
	doors intact	Replace

Floorboards	no serious squeaks	Repair
	no boards missing	Repair
	no blown chipboard	Repair
	no nails protruding	Repair
Component	Standard	Action if below standard
Sanitary Ware	no unhealthy smells	Clean
	no foul stains	Clean
	clean bathroom suite	Clean
	no chips	Repair/Replace
	taps intact	Replace
	seat intact	Replace
	cistern flushes	Repair
	plugs intact	Replace
	extractor fan intact	Replace
Smoke Detector	Intact	Replace
Decoration	medium standard each room	Decorate/Clean Individual Rooms
Furniture	flat clear	Remove/Dispose Store If Abandoned
Plasterwork	by nature of each scheme - variable	Repairs To Spalling Areas. Fill Holes. Investigate Ceiling Cracks
Shower	intact	Electrical Check
Washing Machine Connections	intact	Cap
Roof	tiled no leaks	Repair
Gutters	intact	Repair
	no debris visible	Clear Out
Stonework	intact - variable	Report
External Lighting	intact	Replace

Close	intact	Replace
Close Door	intact	Repair
Close Glass	intact	Repair
Door Handles	Intact	Repair
Door Entry	Sounds and opens	Repair
Decorations	Medium	Report and refer to cyclical maintenance
	Graffiti	remove
Tiles	Intact	Replace
Close Entrance	Tiles intact	replace
Close Lighting	Intact	Repair
Garden		
Front Garden	Cultivated or cut	Order once over
Fence	Intact	Repair
Rear Garden	Maintenance contract	Report
	No overgrown trees	Report
	No bare patches	Repair
Rear Fencing	intact	Repair
Bin Areas	Intact	Repair
	Clean	clean
Paths	no tripping hazards	Repair
Tenants Alterations		
Shower	Electrical check	Retain if in good condition and has been checked
Lighting	Electrical check	Remove
Fireplace	Not specified component	Report
Handrails	intact	Report
Disabled Adaptions	intact	Report
Fire Alarm	intact	Report to health and safety representative
White Goods	Intact	Refer to property records
	Determine if DPHA or tenant	Dispose unless new

Appendix Two

Regulatory Guidance in Calculation of void loss:

Time taken to re-let

This is measured in calendar days, between the date of termination of a previous tenancy or repossession (i.e. the first date from which the rent loss is charged to voids) and the start date of a new tenancy (i.e. the last date from which the rent loss is charged to voids) subject to the exclusions listed below:

When calculating the total number of properties that are re-let, do not include:

- mutual exchanges, successions and assignments;
- new lets;
- tenancies on properties acquired through the mortgage to rent scheme or stock transfer as re-lets at the point of acquisition. Any subsequent changes in these tenancies would be recorded in the normal manner;
- lets for lock-ups and garages; and
- houses held for decanting tenants.

When calculating the time taken to re-let, do not include periods where the property was empty due to:

- an insurance claim because of fire or flood damage;
- awaiting or undergoing major repairs/structural work during which period it would be unsafe for it to be occupied;
- a Governing Body/Sub-Committee/Council decision that they are not to be let because they are to be transferred; reconfigured or disposed of/demolished or are surplus to requirement.

DPHA will include the following period for these deductions:

Reason for deduction	Maximum discounted days	Approval required by
Insurance claim (e.g fire or flood)	Full period between assessment and completion of works.	Asset Officer/ Housing Officer
Health & Safety:		
Asbestos	Full period between ordering check & completion of works.	Asset Officer/ Housing Officer
Vermin (fleas, bedbugs, mice)	Full period between inspection & completion of works.	Asset Officer/ Housing Officer
Needle Sweep	Full period between ordering sweep & completion of works.	Asset Officer/ Housing Officer
Unsafe Electricals (tenant DIY, or found during electrical check)	Full period between identifying & completion of works to make safe.	Asset Officer/ Housing Officer
Unsafe Gas Components	Full period between identifying & completion of works to make safe	Asset Officer/ Housing Officer

Major Repairs:		
Component replacement (kitchen / bathroom, central heating upgrade)	Full period of time for component replacement works only. To be signed off by Asset Officer upon completion.	Asset Officer/ Housing Officer
Structural Damage	Full period between inspection from competent person and completion of works.	Asset Officer/ Housing Officer
Utilities (no gas or electricity) or tampered meter	Full Period between inspection and supplies installed or made safe.	Customer Services Team Leader
Death of tenant	2 weeks where family/friends available to assist with clearing; or Full period of time for instances where Police or Procurator Fiscal hold on to keys of the property and the disposing of items required.	Customer Services Team Leader
Tenant Moving to permanent care where no family are present i.e. being facilitated by Social Work	Full period of time from the award of a permanent bed until keys are passed back to the Association.	Customer Services Team Leader