



Customer Policies

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1 Introduction

At ANCHO, we pride ourselves on being one of Scotland's most progressive and innovative housing organisations. The people who work with us say that it's the personal service we provide that sets us apart.

We have a fantastic track record for delivering the kind of services our communities need and want. In our first decade, we invested almost £19 million into our local area, improving hundreds of lives and creating neighbourhoods where people really want to live.

We have never feared change – instead we embrace it. We don't follow trends – we set them. We have always been open to new ideas and ensure we are quick to respond to them where they will benefit our customers.

There is always a lot going on at ANCHO – we never stand still. Our attitude to customer service is focussed on delivering whole solutions - if we can't help someone ourselves, we always know someone who will. Our aim is not customer satisfaction – it is customer delight!

ANCHO has four policy booklets – Business, Customer, Employee and Governance. This booklet incorporates all of our Customer Policies. Each policy has been laid out in the same way to make it easier to find your way about. Although each policy booklet covers a separate service area, sections 1.1 to 1.6 below are common to all policies:

1.1 Equalities statement

Section 106 of the Housing (Scotland) Act 2001 places a statutory duty on ANCHO to encourage equal opportunities and to prevent discrimination of any kind regardless of sex, marital status, race, gender, ethnic/social origin, disability, language, age or sexual orientation.

We aim to achieve this by:

- Providing services that reflect our commitment to equality of access for all service users, taking into account the particular needs of vulnerable groups;
- Taking into account good practice in equal opportunities when we update policies, procedures and service standards;
- Ensuring that our policies, procedures, service standards and information material are accessible to all customers, by producing information in plain language that is clear and easy to understand and in different formats on request.
- Taking into account relevant legislation, such as Sex Discrimination Act 1975, Race Relations Act 1976 and the Disability Discrimination Act 1995.
- Adopting Allocations Policies and Procedures intended to ensure both open access and allocations based on housing need;
- Recording and monitoring the gender, ethnic origin and disability of customers to assess whether they are treated fairly in terms of equality of opportunity;
- Ensuring recruitment selection and employment practices are fair and non-discriminatory;
- Providing training on Equalities issues for staff, Management Board Members and tenants groups where appropriate;
- Investigating complaints of all Equalities matters and taking appropriate action;
- Reviewing and monitoring membership of ANCHO to ensure equal representation and, where necessary taking action to redress any imbalance;

- Promoting ANCHO’s housing, employment and decision making opportunities to all sections of the community in the appropriate languages, and in particular to those that are not currently represented as tenants, members or employees.
- Responding to the housing needs of minority groups in any development programme by establishing formal consultation with representative organisations

1.2 Statutory Framework

ANCHO is a Registered Social Landlord with the Scottish Housing Regulator (SHR), a Charity registered with Office of the Scottish Charity Regulator (OSCR) and a non-profit making Co-operative and Community Benefit Society registered with the Financial Conduct Authority (FCA). We provide reports about various aspects of our business to each of these agencies annually. Our operation is governed by our Rules, and by our established Policies. The governance of ANCHO must recognise the terms of the Housing (Scotland) Act 2010 which sets out the role of the Scottish Housing Regulator and their expectations of Registered Social Landlords, as well as the Charities and Trustee Investment (Scotland) Act 2005 and the Financial Services and Markets Act 2000 (FSMA). We are also a registered data controller under the terms of the Data Protection Act 1998.

1.3 Scottish Social Housing Charter

The Scottish Social Housing Charter was approved by resolution of the Scottish Parliament on 14 March 2012 and has been in effect from 1 April 2012. The Charter states clearly what tenants and other customers can expect from social landlords to help them hold landlords to account and establishes a basis for the Scottish Housing Regulator to assess and report on how well landlords are performing.

The Charter covers equalities, customer/landlord relationships, housing quality and maintenance, neighbourhood and community, access to housing and support and getting good value for rents and service charges. The Scottish Housing Regulator has issued guidance setting out the indicators by reference to which it will measure the progress of landlords towards achieving the standards and outcomes set out in the Charter.

ANCHO’s policies and performance management framework is designed to ensure compliance with the Charter’s standards and outcomes.

1.4 Performance Management

ANCHO’s Management Team monitors performance on a monthly basis against a range of Key Performance Indicators, and also monitors customer satisfaction levels and complaints monthly. ANCHO’s Management Board receives a quarterly Traffic Light Report which highlights service areas failing to deliver against the targets set for it.

1.5 Data Protection

The Data Protection Act 1998 is designed to protect the rights of those about whom information is held by any organisation. It demands good information handling practice in relation to certain types of information that may be held on computer and in manual systems such as paper files.

The Act specifies that organisations which hold personal information are Data Controllers, and requires them to register annually with the Data Protection Agency. This registration involves payment of an annual registration fee, and requires the organisation to specify the nature and purpose of the information held by them. The Act also defines any person who processes data on behalf of the Data Controller as a ‘Data Processor’.

1.5.1 Principles of the Act

Any information held by a Data Controller must be provided by the person involved in the full knowledge of the purpose to which that information will be put, unless the information concerned has already been made public by the person involved (i.e. where someone has been found guilty of an offence, and this has been publicly reported).

The information held must only be used for the purpose which was originally specified (i.e. a landlord organisation may not pass on names and addresses of tenants to a burglar alarm supplier, although it could write to tenants advising of such a suppliers services, if appropriate).

The information held must be adequate, relevant and not excessive in relation to the purpose for which it is used. The organisation must also show that there is a reason for retaining the information (i.e. it is not necessary to know mother's maiden name for an applicant for housing). The information held must be accurate and, where necessary, kept up to date. This involves carrying out regular reviews.

The information should not be held for any longer than is necessary for the original purpose. The organisation must store information and documents safely and securely, and must make appropriate arrangements for destroying personal information no longer required.

The information held must be processed in accordance with the individual's rights under the Data Protection Act (above) and the person about whom information is held has a right of access to that information.

Finally, appropriate technical and organisational measures must be taken by the organisation against unauthorised or unlawful use of personal data and against accidental loss or destruction of, or damage to, that data.

1.5.2 Freedom of Information Act 2000

Although the Freedom of Information Act 2000 does not presently apply to housing associations and housing companies, its requirements are likely to be extended to do so in the future. For this reason, coupled with ANCHO's existing approach to openness and accountability, ANCHO will adopt and apply the principles of the legislation, by establishing:

- a Publication Scheme outlining classes of information which will be public, the manner of publication etc.
- a Request Process and Procedures

1.6 Policy Review

These policies will be reviewed every three years or in accordance with legislative change or relevant good practice or guidance.

2 Allocations

2.1 Policy statement

ANCHO let properties in accordance with the requirements of the Housing (Scotland) Act 2001. Properties are allocated giving reasonable preference to those most in housing need such as applicants living in overcrowded circumstances or in properties below the tolerable standard, those with large families and people who are homeless, or threatened with homelessness.

The Housing (Scotland) Act 2014 includes sections that make changes to some aspects of allocations and tenancy law and will be phased in over time. ANCHO will carry out a review of Customer Policies and the North Ayrshire Housing Register landlords will carry out a review of the North Ayrshire Housing Allocation Policy. This will start as soon as guidance is published from the Scottish Government.

We aim to offer housing applicants as much choice as possible whilst also ensuring that available stock is used to its best potential in terms of meeting housing need within the local area.

We aim, as far as possible, to provide long term housing solutions for applicants requiring social rented housing. The need to create sustainable and stable tenancies and communities is an important aspect of the allocations process.

2.2 Objectives

- To address housing need in the area;
- To assess applications for housing in an objective, consistent and fair manner, complying with all relevant legislation and best practice;
- To let houses in a way which maximises choice for housing applicants;
- To make best use of available housing stock;
- To promote sustainable communities.

2.3 Principles

- Approach based in relevant legal and good practice standards;
- Assessment of local housing needs and demand; this includes taking account of applicant preferences;
- Partnership with other housing providers to address housing need;
- Maximising income by letting empty houses quickly in line with timescales;
- Offering applicants comprehensive advice and information concerning their housing options

2.4 Assessment and letting of houses in North Ayrshire

ANCHO is a partner of the North Ayrshire Housing Register (NAHR) which is a Common Housing Register operating in North Ayrshire. The other partners are Cunninghame Housing Association, Irvine Housing Association and North Ayrshire Council.

A common allocation policy was developed and adopted by all partners of NAHR which details:

- Admission to the common housing register
- Eligibility for housing

- Assessment of housing need
- Choices and offers of housing
- Offer suspensions
- Reviewing applications
- Removal of applications
- Auditing and monitoring performance
- Appeals and complaints

ANCHO will apply this policy when letting properties within North Ayrshire. A copy of this policy is available separately.

2.5 Assessment and letting of houses outwith North Ayrshire

ANCHO owns and manages properties in other local authority areas. Due to the numbers owned and low turnover of properties, ANCHO does not maintain its own waiting list for these areas. When letting properties in these areas we will seek nominations from the relevant local authorities.

These nominations are assessed and prioritised by the local authority. ANCHO will contact applicants and make offers of housing in the order given by the local authority.

ANCHO will accept requests made under Section 5 of the Housing (Scotland) Act 2001 for vacancies outwith North Ayrshire.

2.6 Local lettings initiatives

Local lettings initiatives may be implemented when considering applicants for properties where there is a low demand for housing in specific areas. Local lettings initiatives take into account restrictions on residency requirements and the reasonable preference provisions of the legislation.

2.7 Sensitive letting

Sensitive lettings are for cases where, for social reasons, it is necessary to exercise discretion in tenant selection, and, therefore, there is a departure from routine practice, such as selecting an applicant from the top of the list. In such cases, a judgement is made about the suitability of the applicant for the vacancy concerned, in the context of the applicant's circumstances and issues regarding the property and or its location. The aim is to secure the social wellbeing of the applicant and the cohesiveness of the local community and neighbourhood.

Sensitive lettings involves bypassing applicants at the top of the list where it is felt by managers that the allocation would lead to an unsustainable let or surrounding community.

The criteria where sensitive lettings may be used is as follows:

- Applicants who have been evicted for antisocial behaviour or who have been subject to an ASBO within the last three years.
- Applicants who are known to ANCHO, and or the Police, and who require the suitability of an offer to be checked prior to the offer being made.
- Applicants who are known fire raisers.
- Applicants who have been subject to unsatisfactory tenancy references for tenancies they have held in the last three years, relating to previous social conduct, (including previous ANCHO tenancies).

- Applicants who have social problems, e.g. addictions, and the allocation of a property would not be suitable for their needs or would not create a balanced or sustainable let.
- Applicants who have previously been issued with warnings while residing in temporary accommodation or have had their temporary accommodation withdrawn due to their conduct or behaviour.
- Applicants who have been responsible for serious Antisocial Behaviour whilst residing in a previous or current property, i.e. they may not have been the tenant, and the property may not have been an ANCHO property.
- Any other criteria where Managers can evidence that the applicant is not suitable for the offer.

Sensitive letting will be administered using a thorough audit trail process, so that the system is fully transparent and accountable.

2.8 Tenancies

Section 23 of the Housing (Scotland) Act 2001 gives tenants a right to a written tenancy agreement and to information about the landlord's policies and procedures. A copy of the tenancy agreement will be supplied to the tenant at the time of signing their tenancy agreement along with information on the Right to Buy Scheme.

ANCHO can offer two types of tenancy, a Scottish Secure Tenancy or a Short Scottish Secure Tenancy. In most cases a Scottish Secure Tenancy will be offered, but in specifically defined circumstances, a Short Scottish Secure Tenancy may be offered. This will be where a full Scottish Secure Tenancy is not appropriate.

Schedule 6 to the Housing (Scotland) Act 2001 prescribes the circumstances when a short Scottish secure Tenancy may be used. In summary these are:

- if a tenant has had an order for repossession made against him/her in the UK on the grounds of antisocial or similar behaviour in previous three years;
- if a tenant or member of his/her household is subject to an antisocial behaviour order (ASBO);
- if a temporary let is given to a person moving into the area to seek accommodation (that is the house is to be let on a temporary basis to a person moving into the area to take up employment);
- if a temporary accommodation is given to a person pending redevelopment of their house;
- if temporary accommodation is given to a homeless person for six months or more;
- if temporary accommodation is given to a person requiring housing support services; or
- if the landlord has leased the house from another body and the terms of the lease preclude subletting under a Scottish Secure Tenancy.

Unless the let falls into one of these categories, a short Scottish Secure Tenancy cannot be granted.

Section 34 of the Housing (Scotland) Act 2001 prescribes other conditions for the creation of a short Scottish Secure Tenancy. These are:

- the tenancy would have been a Scottish Secure Tenancy were it not for Section 34. That is, the requirements for the creation of a Scottish Secure Tenancy (Section 11 of the Housing (Scotland) Act 2001) must be met;

- the tenancy is for a fixed term of at least 6 months. If a SSST is used due to grounds (c) to (g), then there is no maximum period. If a new tenancy is created but an SSST is used due to ground (a) or (b) or a SST is converted to a SSST under ground (b) then the tenancy will convert to a SST within 12 months if no action is taken against the tenancy.
- ANCHO has served a statutory notice on the prospective tenant before the creation of the tenancy (i.e. when the tenancy agreement is signed). The notice must state that the tenancy will be a short Scottish Secure Tenancy and must detail the provisions of the tenancy.

An applicant has the right to apply for a joint tenancy, which will not unreasonably be refused.

2.9 Successions

We will assess requests for a succession to tenancy on the death of a tenant, in terms of Section 22 and Schedule 3 of the Housing (Scotland) Act 2001.

Who is eligible to succeed to a tenancy is determined by priority:

- First priority goes to a tenant's surviving spouse or cohabitee, or same sex partner (providing the house has been their sole or principal home for the six months previous to the tenant's death), or a joint tenant.
- Second priority, if no one in the above category qualifies, or chooses to succeed goes to a member of the tenant's family aged 16+, provided that the home was their only or principal home at the time of the tenant's death:, or
- Third priority, if no one in the above category qualifies, or chooses to succeed, goes to a carer who is providing, or who has provided care for the tenant, or a member of the tenant's family. The carer must be aged 16+ and have given up his/her previous only or principal home, to be qualified to succeed.

In all three cases, the house of the deceased tenant must have been the only or principal home for the qualifying person. If the tenancy began on or after 30th September 2001, the tenancy can only be succeeded to on two different occasions by a qualifying person. Discretion in this instance may be applied by managers, where successions to the tenancy have taken place before this date.

If a person declines an offer of succession, they must confirm this in writing to ANCHO within 28 days of the tenant's death.

Where properties have been adapted for people with special needs, only spouses, cohabitees, same sex partners, joint tenants or persons with special needs can succeed to that tenancy. Other persons who would otherwise be qualified to succeed will have a right to other suitable accommodation. Suitable accommodation is defined Part 2 of Schedule 2.

Succession will not occur without ANCHO's written permission.

A decision will be made within one month of receipt of the application. If the request is refused, reasons for the refusal will be given, and will be in accordance with the legislation.

N.B.

There is no automatic right of succession or right to assign the tenancy of a lockup. Where reasonable grounds exist a manager should decide if the request is to be granted, e.g. transferring the lockup to a wife following the death of a husband.

2.10 Assignations

We will assess requests to assign or sublet the tenancy of a property in terms of Section 32 and Schedule 5 of the Housing (Scotland) Act 2001.

A tenant who wants to assign (pass) his/her tenancy must apply in writing on the official form available.

Assignations may be refused in the following circumstances:

- the property has not been the assignee's only or principal home throughout the period of six months prior to submitting the application;
- a Notice of Proceedings has been issued to the tenant, and remains live;
- an order for recovery of possession of the house has been made against the tenant;
- assignation would lead to overcrowding;
- tenant has applied to buy the property;
- major repair work is scheduled to take place on the property;
- unsatisfactory tenancy reference has been received for proposed assignee;
- the tenant or assignee has been the perpetrator of previous antisocial behaviour, and the case remains live;
- outstanding tenancy related debt;
- the property has been adapted for a person with disabilities, and the proposed assignee does not have a need for an adapted property.

In the cases of unsatisfactory tenancy references, discretion may be applied by managers to determine if the assignation can go ahead.

A decision will be made within one month of receipt of the application. If the request is refused, reasons for the refusal will be given, and will be in accordance with legislation.

N.B.

There is no automatic right of succession or right to assign the tenancy of the lockup. Where reasonable grounds exist a manager should decide if the request is to be granted, e.g. transferring the lockup to a wife following the death of a husband.

2.11 Mutual exchanges

Scottish Secure Tenants of ANCHO have the right to apply for permission for a Mutual Exchange with another tenant who has a Scottish Secure Tenancy. Such requests will be considered under the terms of Section 33 and Schedule 5 of the Housing (Scotland) Act 2001.

Tenants who wish to request a mutual exchange must apply in writing on the official form available.

Mutual Exchanges may be refused on the following grounds:

- a Notice of Proceedings has been issued to the tenant, and remains live;
- an order for recovery of possession of the house has been made against the tenant;
- the exchange would lead to overcrowding for one of the households, or an excess number of bedrooms;
- either tenant has applied to buy the property;
- major repair work is scheduled to take place on either property;
- unsatisfactory tenancy reference has been received from another social landlord re: one of the tenants;

- either tenant has been the perpetrator of previous antisocial behaviour, or the case remains live;
- outstanding tenancy related debt;
- the property has been adapted for people with disabilities and the proposed new tenant does not have this type of housing need.

In the cases of unsatisfactory tenancy references, previous antisocial behaviour or outstanding tenancy related debt discretion may be applied by managers to determine if the exchange should go ahead.

Each party wishing to exchange must agree that the property is in an acceptable condition for them.

Where an applicant is not an ANCHO tenant, we will require the agreement of the other landlord and a satisfactory tenancy reference.

A decision will be made within one month of receipt of the application. If the request is refused, reasons for the refusal will be given.

2.12 Subletting

Existing tenants may apply to sublet their property. The tenant must get written permission from ANCHO to do this. Permission will not be unreasonably refused. Such requests will be considered under the terms of Section 32 and Schedule 5 of the Housing (Scotland) Act 2001.

The request to sublet may be refused in the following circumstances:

- a Notice of Proceedings has been issued to the tenant, and remains live;
- an order for recovery of possession of the house has been made against the tenant;
- the sublet would lead to overcrowding;
- the tenant has applied to buy the property;
- major repair work is scheduled to take place on the property;
- unsatisfactory tenancy reference has been received from another landlord re the proposed sub tenant;
- the tenant or proposed sub tenant has been the perpetrator of previous antisocial behaviour, or the case remains live;
- outstanding tenancy related debt;
- the property has been adapted for the use of the tenant, and the proposed sub tenant does not require living in an adapted property.

The following rules apply to subletting:

- a sublet will only be granted for an initial six months, up to a maximum of one year;
- the rent charged must be no more than ANCHO rent, and the deposit no more than two months' rent payments;
- the tenant will be responsible for paying the rent to ANCHO and ensuring the sub tenant adheres to the tenancy agreement;
- the house must be occupied by the sub tenant at the start of the sublet;
- the tenant must get permission from ANCHO to increase the amount of rent charged, which cannot be more than ANCHO charge;

- ANCHO must be informed of any changes in circumstances;
- the tenant must inform ANCHO in writing no less than two months before the end of the period of sublet, to confirm they will be returning to the property.

A decision will be made within one month of receipt of the application. If the request is refused, reasons for the refusal will be given.

2.13 Lodgers

Existing tenants can apply in writing to take in a lodger. The tenant must get written permission from ANCHO to do this. Permission will not be unreasonably refused by ANCHO.

- Lodgers may be refused in the following circumstances:
- A Notice of Proceedings has been issued to the tenant, and remains live;
- an order for recovery of possession of the house has been made against the tenant;
- taking in a lodger would lead to overcrowding;
- the tenant has applied to buy the property;
- major repair work is scheduled to take place on the property;
- unsatisfactory tenancy reference has been received from another landlord re the proposed lodger;
- the tenant or proposed lodger has been the perpetrator of previous antisocial behaviour, or the case remains live;
- outstanding tenancy related debt.

The following rules apply to lodger requests:

- The rent charged must correspond with the number of bedrooms in the house;
- Any deposit must not be more than two months rental payments;
- The tenant will continue to be responsible for paying the rent to ANCHO, the behaviour of the lodger, and adhering to the tenancy agreement;
- The tenant must request written permission from ANCHO to increase any rent payments.

A decision will be made within one month of receipt of the application. If the request is refused, reasons for the refusal will be given.

2.14 Applications for joint tenancies

An application for a joint tenancy can be applied for at any time. Applications should be made in writing using the relevant application form.

A decision should be made on a request for a joint tenancy within one month from the date the application form is received.

A request for a joint tenancy will not be unreasonably refused.

A request may be refused in the following circumstances:

- a Notice of Proceedings has been issued to the tenant or proposed tenant, and remains live;
- an order for recovery of possession of the house has been made against the tenant;

- the joint tenancy would lead to overcrowding;
- the existing tenant has applied to buy the property;
- major repair work is scheduled to take place on the property;
- unsatisfactory tenancy reference has been received for the tenant or proposed tenant;
- the tenant or proposed tenant has been the perpetrator of previous antisocial behaviour or has been evicted for antisocial behaviour, or the case remains live;
- the tenant or proposed tenant owes outstanding tenancy related debt;

In the cases of unsatisfactory tenancy references, previous antisocial behaviour or outstanding tenancy related debt discretion may be applied by managers to determine if the joint tenancy should go ahead.

A decision should be made within one month of receipt of the application. If the request is refused, reasons for the refusal will be given.

2.15 Appeals

Refer to section 3.6 of the Customer Care policy.

In relation to assignation, subletting and exchange, a tenant who is aggrieved by a refusal may raise proceedings by summary application.

3 Customer Care

3.1 Policy statement

We will seek to provide a customer driven service which meets the needs and aspirations of all customers and the general community.

We will take account of the views and opinions of customers when delivering our services, and use customer feedback to inform future service provision.

Our policies whilst based on legislative requirements and good practice recommendations will be focussed on the needs of our customers.

3.2 Objectives

- To provide high service standards
- Regularly monitor service standards to assess performance levels in terms of customer satisfaction;
- Provide easy to understand information leaflets which are accessible and widely available;
- Carry out service audits to establish current quality initiatives and assess future areas of improvement;
- Establish a plan and timetable for setting up quality initiatives following the outcome of service audits;
- Provide a tenants handbook which is updated regularly to ensure that top quality information is provided to all tenants;
- Incorporate Customer Care requirements in all service contracts issued by ANCHO.

3.3 Principles

- The Customer Care ethos is central to all the services of ANCHO;
- Induction and training will be used to reinforce the ethos;
- Support networks for staff are essential to encourage them to welcome and deal with the customers' problems and get satisfaction from doing so;
- Board Members and staff will be encouraged to 'own' the services and policies of ANCHO and to contribute towards quality provision;
- Communications will be based on the message of service 'for' customers, not 'to' customers.

3.4 General service delivery

Caring for customers means looking after them and meeting their needs. The special feature of Customer Care is that it relates to how customers are treated by staff. Customer care is a priority for ANCHO and this will be reflected in all aspects of service to them. Customer Care is not about handling complaints; it is about ensuring that customers do not need to complain, by establishing quality systems for service provision, and by involving customers in the on-going process of reviewing services and policies.

ANCHO has published service standards in the form of Customer Care Standards and Customer Promises (both of which are displayed in our office and on our website). We regularly monitor performance against them to assess customer satisfaction;

3.5 Complaints

ANCHO is committed to providing high-quality customer services. We value complaints and use information from them to help us improve our services.

We will provide clear guidelines on how to complain, what action to expect and within what timescales. We monitor complaints in respect of the extent to which ANCHO's aims and objectives are being met, and those areas which need more attention.

Our Complaint Handling Procedures comply with the Public Services Reform (Scotland) Act 2010 and is based on the Scottish Public Sector Ombudsman's Model Complaints Handling Procedure. Our complaints procedure has two stages, stage 1 – frontline resolution and stage 2 – investigation. After ANCHO have fully investigated, and if a customer is still dissatisfied with our decision or the way we dealt with their complaint, they can ask the Scottish Public Services Ombudsman (SPSO) to review it.

The Scottish Housing Regulator (SHR) can consider issues raised with them about 'significant performance failures'. A significant performance failure is defined by the SHR as something that a landlord does or fails to do that puts the interests of its tenants at risk, and which the landlord has not resolved.

3.5.1 Unreasonable use of the complaints process

Whilst we believe that access to a complaints system is key to effective service delivery, in extreme circumstances we may limit access to our process where the effect of repeated complaints is to harass or bully staff, or to prevent ANCHO from pursuing legitimate aims or implementing legitimate decisions. We envisage this process being used rarely. Even in cases where we consider there has been unreasonable use of the process by a complainant, we will consider other complaints from them that we consider are in the public interest to pursue.

3.6 Appeals

The appeals procedure allows customers the opportunity to request a review of a decision made in line with a current policy. The Director (or delegated person) will consider the appeal and their decision will be final.

Where there is a statutory right to appeal this is shown in the policy. The customer can choose to appeal to ANCHO first and then follow the statutory appeal process if they remain unsatisfied or can follow the statutory process without appealing to ANCHO in the first instance.

3.7 Consultation

We consult with tenants, Registered Tenant's Organisations and other relevant stakeholders on any proposals in relation to:

- Our policy on housing management, repairs or maintenance and other related activity where the proposal, if implemented, is likely to significantly affect them;
- The standard of service in relation to housing management, repairs or maintenance or other related activity that we intend to provide;
- The tenant participation strategy;
- A disposal which would result in a change of landlord, or, if different, of owner of the house which is the subject of the tenancy;
- We will have regard to any representations made by the above interested parties.

For each consultation activity undertaken we inform stakeholders:

- How and when the final decision will be taken;
- How the proposal will affect them;
- How and within what timescale they can make their views known;
- How they will receive feedback;
- Contact details for the officer dealing with the consultation;
- Information on how and where to complain.

3.8 Service Plus

ANCHO operates a Service Plus scheme open to all ANCHO tenants aimed at rewarding the responsible majority of tenants who pay their rent on time and adhere to their tenancy conditions. It also provides incentives toward changing the behaviour of the remainder of tenants.

To be eligible for the Service Plus Scheme, tenants must, as at last day of each month:

- have had a clear rent account for the previous 6 months (excluding technical arrears – i.e. due to Housing Benefit payment in arrears); AND
- have had no verbal warnings or warning letters in respect of breach of tenancy conditions during the previous 6 months (including access for gas servicing).

Staff will advise tenants by letter when they have been added to the scheme and when they have been removed from it.

Qualifying tenants are entered into regular prize draws, a special Christmas prize draw and can nominate entrants for the annual Good Neighbour Award.

4 Estate Management

4.1 Policy statement

ANCHO recognises that effective estate management enables a landlord to be in control, as far as possible, of the condition of its stock and the environment around it. Based around the tenancy agreement, estate management encompasses a variety of activities all aimed at proactively taking the services of a landlord into a community, for the benefit of all residents.

Proactive estate management is crucial in ensuring clean, attractive and safe estates, and can have a marked impact on the quality of life of tenants and residents

4.2 Objectives

- Provide tenants with a safe and pleasant environment in which to live;
- Provide and keep the area outside the dwelling in good condition;
- Maintain common facilities for the benefit of residents;
- Keep comprehensive records on each dwelling and tenancy;
- Fulfil our legal obligations;
- Adhere to good practice;
- Playing a positive role, along with other agencies where appropriate, in maintaining the condition and environment of ANCHO's stock, by enforcing the Tenancy Agreement Conditions of let in a firm but reasonable manner;
- Developing clear estate management standards;
- Responding in a fast and efficient manner to all requests for assistance;
- Fostering good neighbour and tenant/landlord relationships;
- Encouraging tenant interest and involvement within estates for the benefit of the community;
- Making tenants aware of their responsibilities e.g. through new tenant settling-in visits.

4.3 Principles

- Providing clear information about ANCHO's Conditions of Let at the commencement of each tenancy;
- Effective action against breaches of the terms of the tenancy;
- Legal action will be used only as a last resort;
- Partnership wherever possible and appropriate.

4.4 Tenancy conditions

We will outline both tenant's rights and responsibilities, and landlord obligations at the time of signing their tenancy agreement. An ANCHO officer will aim to visit new tenants within six weeks of their tenancy starting. This is referred to as a 'Settling in Visit'. The purpose of this visit is to ensure that the tenant has moved in, to deal with any issues or concerns that the tenant has and to arrange tenancy support if required. The officer carrying out the visit will also ensure that the tenant is managing to pay their rent and that all other aspects of the tenancy are satisfactory.

4.5 Breaches of tenancy conditions

We will aim to work with tenants who have breached their conditions of tenancy to find a satisfactory resolution, and avoid the need for legal action.

Examples of breaches of tenancy conditions would be:

- Failing to pay rent or any other debt due to ANCHO;
- Failing to maintain the property or garden to an acceptable standard;
- Taking in a lodger or sub-letting a property without written permission;
- Carrying out improvements to the property without written permission;
- Tenant(s) not occupying the property as their principal home;
- The tenant (or any one of joint tenants), a person residing or lodging in the house with, or subtenant of, the tenant, or a person visiting the house has been convicted of:-
 - using the house or allowing it to be used for immoral or illegal purposes, e.g. using and/or supplying illegal drugs; or
 - an offence punishable by imprisonment committed in, or in the locality of, the house.

Although ANCHO seeks to avoid the use of legal action in relation to estate management, we will be prepared to take such action where a tenant is in breach of their tenancy agreement and all other action has been tried and has failed to remedy the situation.

Where ANCHO must take legal action against a tenant for breach of tenancy conditions, the tenant will be kept fully informed of any action being taken and the implications for their tenancy.

We will implement tenancy support where appropriate to manage breaches of tenancy within the terms of the Housing (Scotland) Act 2001.

4.6 Tenancy terminations

We will terminate Scottish Secure Tenancies where they meet the requirements of Section 12 of the Housing (Scotland) Act 2001 namely:

- By written agreement between ourselves and the tenant(s);
- By four weeks' notice given by the tenant to the landlord;
- On the death of a tenant or where a qualifying person succeeds to a tenancy on the death of a previous tenant;
- By conversion to a Short Scottish Secure Tenancy;
- Where the property has been abandoned and notice has been served;
- Where we have successfully brought action against one of the grounds for possession set out under Schedule 2 and secured a Court Order for possession.

We will not bring to an end a Scottish Secure Tenancy in any other way other than those highlighted above.

Tenants who are temporarily accommodated in another house because their house is not available for occupation will have their security of tenure protected, e.g. where a tenant has been temporarily decanted from the property to allow repair work following a fire/flood.

Where proceedings for possession have been started, any household members over the age of sixteen staying in the house of the tenant, either as a member of the family, or someone who the landlord gave permission to stay in the house, will be given the opportunity to be included in the proceedings of the Court and notified of any action.

4.7 Abandoned tenancies

Section 17 and 18 of the Housing (Scotland) Act 2001 allows us to recover possession of a house that we believe has been abandoned by a tenant. Sufficient enquiries will be carried out to satisfy that the house is unoccupied and that the tenant has no intention of reoccupying it.

A notice will be served on the tenant giving four weeks to contact the office and prove that they have been occupying the property as their main or principal home. If no contact is received the property will be repossessed after the period of the notice.

Properties that have been abandoned will be secured against vandalism.

Where a joint tenant has abandoned a tenancy we will take action to bring to an end the joint tenants interest in the tenancy under the terms of Section 20 of the Housing (Scotland) Act 2001.

Any possessions found in a property will be dealt with in accordance with the provisions in the Scottish Secure Tenancies (Abandoned Property) Order 2002.

If a tenant feels that a property has been unlawfully repossessed they have the right to appeal to the Sheriff Court.

4.8 Abandoned vehicles and inconsiderate parking

Where abandoned vehicles or inconsiderate parking are causing a nuisance or a hazard, appropriate investigations will be carried out to identify the owner of the vehicle.

Attempts will be made to arrange for the owner to rectify the problem. Where the owner has failed to co-operate to resolve the issue, further action will be taken, which may include legal action.

4.9 Permissions

Where the Tenancy Agreement requires a tenant to obtain our permission for anything they must make their request in writing. We will not refuse the request unreasonably.

If we refuse permission, we will advise the tenant why permission was refused. We provide our decision in writing as soon as possible.

We may grant permission on certain conditions. We may withdraw our permission if the activity which we have given permission for is antisocial to anyone in the neighbourhood.

If the tenant objects to our decision, they can appeal using our appeals process.

Below are common activities for which tenants require permission. Where tenants want to make alterations or improvements to their home they should refer to section 9.14 of the Repairs and Maintenance policy.

4.9.1 Assignment, exchange and sub-letting your tenancy

If a tenant wants to take in a lodger; OR sub-let part or all of their house; OR assign the tenancy (pass on the tenancy to someone else); OR carry out a mutual exchange; change the tenancy to a joint tenancy; they must first get our written permission after making a written request (refer to the Allocations Section for further information).

4.9.2 Bushes, hedges or trees

Tenants must not remove, chop down or destroy any bushes, hedges or trees without our written permission unless they planted them.

4.9.3 Pets

A tenant is permitted to keep pets in their home without first requesting permission. However, this is subject to the following conditions:

- keeping of the pet is not prohibited by the Dangerous Dogs Act 1991, or by any other law;
- the tenant will be responsible for the behaviour of any pets owned by them or anyone living with them;
- the tenant must take all reasonable steps to supervise and keep such pets under control;
- the tenant must take all reasonable steps to prevent such pets causing nuisance, annoyance or danger to their neighbours. This includes fouling or noise or smell from the domestic pet;
- the tenant must take reasonable care to see that such pets do not foul or cause damage to the house, neighbour's property, anything belonging to us or anything we are responsible for, such as the common parts;
- ANCHO will be entitled to require removal of the pet if causing nuisance or damage;
- the tenant will be responsible for cleaning up dog faeces.

If the tenant fails to meet the above conditions, permission to continue to keep the pet will be withdrawn. If permission is withdrawn, we will be entitled to require removal of the pet. In such circumstances, the tenant must agree not to keep the pet and to ensure that it is removed from the house on a permanent basis within 14 days of permission being withdrawn.

4.9.4 Running a business

A tenant may only use their home to run a business after receiving the permission of ANCHO.

An officer will consider the request. Such a request will only be refused where there are concerns in respect of health and safety or where the business is likely to have a negative impact on other residents.

If permission is being refused, the tenant will be given a full explanation in writing within one month of applying. If permission is granted, the tenant will receive written confirmation within one month of applying. The written permission will include a number of conditions which the Officer deems to be appropriate.

4.9.5 Storage of items

Nothing belonging to the tenant, or anyone living with them, or their visitors, may be left or stored on our land unless the land is set aside for that purpose; OR we have given written permission; AND, in every case, it does not cause a nuisance or annoyance to neighbours.

4.9.6 Vehicles, caravans or trailers

No vehicle, caravan or trailer belonging to the tenant or anyone living with them or anyone visiting them may be parked on our land unless that land is set aside for parking; OR we have given written permission; OR it is a public road; AND, in every case, it does not cause a nuisance or annoyance to neighbours.

4.10 Multi-agency working

ANCHO will:

- Work jointly with Police Scotland, local authorities and Estate Caretakers to ensure a holistic approach to estate management.
- Work with local tenants and residents groups to identify areas of concern and develop solutions to estate management issues

4.11 Appeals

Refer to section 3.6 of the Customer Care policy.

5 Homeowner Services

5.1 Policy statement

We will seek to provide a customer driven service which meets the needs and aspirations of homeowners and the general community

We will take account of the views and opinions of homeowners when delivering our services, and use feedback to inform future service provision.

Our policies whilst based on legislative requirements and good practice recommendations will be focussed on the needs of our customers.

5.2 Objectives

- We will provide a Property Factoring service to homeowners in mixed tenure accommodation which encompasses buildings insurance, day-to-day repairs and cyclical maintenance to common areas, management and administration;
- We will provide information to homeowners which clarifies the rights and responsibilities of both ANCHO and themselves, and which advises about services available;
- We will work in partnership with homeowners to maintain common parts of buildings and common areas in good condition.

5.3 Principles

We will ensure that the statutory rights of tenants to repairs and maintenance are fully met;

- The full cost of providing services for owners will be recoverable;
- Charges applied will be reasonable, but take account of the work involved for ANCHO, and the market within which it operates;
- All owners will be encouraged to participate in the Property Management Service;
- We will examine other initiatives for owner occupier services on an on-going basis, such as:
 - Low cost surveys to diagnose problems;
 - Handyperson Scheme to carry out small jobs for priority client groups such as older or disabled people at a low cost;
 - Provision of lists of reliable contractors;
 - Establishment of ‘Group Maintenance Schemes’ where owners in a block or street participate in ANCHO programmed work with the incentive of reduced unit costs.

5.4 Statutory framework

ANCHO is a registered property factor as defined in section 2 of the Property Factors (Scotland) Act 2011 (“the Act”).

The Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors of Conduct (“the Code”) sets out minimum standards of practice for registered property factors and has been prepared in terms of section 14 of the Act. Registered property factors are legally required to ensure compliance with the Code in terms of section 14(5) of the Act.

5.5 Written statement of services

ANCHO will provide each homeowner with a written statement setting out, in a simple and transparent way, the terms and service delivery standards of the arrangement in place between us and the homeowner.

We will provide the written statement:

- to any new homeowners within four weeks of agreeing to provide services to them;
- to any new homeowner within four weeks of being made aware of a change of ownership of a property which we already manage;
- to existing homeowners within one year of initial registration as a property factor;
- to any homeowner at the earliest opportunity (not exceeding one year) if there are any substantial changes to the terms of the written statement.

We will also supply the full written statement if we are requested to do so by a homeowner (within four weeks of the request) or by the homeowner housing panel (within the timescale the homeowner housing panel specifies).

5.6 Communication and consultation

Good communication is the foundation for building a positive relationship between ANCHO and homeowners, leading to fewer misunderstandings and disputes. In that regard:

- We will not provide information which is misleading or false;
- We will not communicate with homeowners in any way which is abusive or intimidating, or which threatens them (apart from reasonable indication that we may take legal action);
- We will provide homeowners with our contact details, including telephone number. If it is part of the service agreed with homeowners, we will also provide details of arrangements for dealing with out-of-hours emergencies including how to contact out-of-hours contractors;
- We have a procedure to consult with groups of homeowners and seek their written approval before providing work or services which will incur charges or fees in addition to those relating to the core service. Exceptions to this are where we can show that you have agreed a level of delegated authority with the group of homeowners to incur costs up to an agreed threshold or to act without seeking further approval in certain situations (such as in emergencies);
- We will respond to enquiries and complaints received by letter or email within prompt timescales. Overall we aim to deal with enquiries and complaints as quickly and as fully as possible, and to keep homeowners informed if we require additional time to respond. Our response times will be confirmed in the written statement.

5.7 Financial obligations

While transparency is important in the full range of our services, it is especially important for building trust in financial matters. Homeowners will be made aware of what it is they are paying for, how the charges were calculated and that no improper payment requests are involved.

The objectives of this section are:

- Protection of homeowners' funds;
- Clarity and transparency in all accounting procedures;

- Ability to make a clear distinction between homeowners' funds and a property factor's funds.

If a homeowner decides to terminate their arrangement with us after following the procedures laid down in the title deeds or in legislation, or a property changes ownership, we will make available to the homeowner all financial information that relates to their account. This information will be provided within three months of termination of the arrangement unless there is a good reason not to (for example, awaiting final bills relating to contracts which were in place for works and services).

Unless the title deeds specify otherwise, we will return any funds due to homeowners (less any outstanding debts) automatically at the point of settlement of final bill following change of ownership or property factor.

We will provide to homeowners, in writing at least once a year (whether as part of billing arrangements or otherwise), a detailed financial breakdown of charges made and a description of the activities and works carried out which are charged for. In response to reasonable requests, we will also supply supporting documentation and invoices or other appropriate documentation for inspection or copying. We may impose a reasonable charge for copying, subject to notifying the homeowner of this charge in advance.

We will have procedures for dealing with payments made in advance by homeowners, in cases where the homeowner requires a refund or needs to transfer his, her or their share of the funds (for example, on sale of the property).

Homeowners' floating funds will be accounted for separately from our own funds, whether through coding arrangements or through one or more separate bank accounts.

In situations where a sinking or reserve fund is arranged as part of the service to homeowners, an interest-bearing account or accounting structure must be used for each separate group of homeowners.

5.8 Debt recovery

Non-payment by some homeowners can sometimes affect provision of services to the others, or can result in the other homeowners being liable to meet the non-paying homeowner's debts (if they are jointly liable for the debts of others in the group). For this reason it is important that homeowners are aware of the implications of late payment and ANCHO have clear procedures to deal with this situation and take action as early as possible to prevent non-payment from developing into a problem.

It is a requirement of Section 9.6 (Written statement of services) that we inform homeowners of any late payment charges and that we have a debt recovery procedure which is available on request.

We have a clear written procedure for debt recovery which outlines a series of steps which we will follow unless there is a reason not to. This procedure is clearly, consistently and reasonably applied. This procedure sets out how we will deal with disputed debts.

If a case relating to a disputed debt is accepted for investigation by the homeowner housing panel and referred to a homeowner housing committee, we will not apply any interest or late payment charges in respect of the disputed items during the period that the committee is considering the case.

Any charges that we impose relating to late payment will not be unreasonable or excessive.

We will provide homeowners with a clear statement of how service delivery and charges will be affected if one or more homeowner does not fulfil their obligations.

We have systems in place to ensure the regular monitoring of payments due from homeowners. We will issue timely written reminders to inform individual homeowners of any amounts outstanding.

We will keep homeowners informed of any debt recovery problems of other homeowners which could have implications for them (subject to the limitations of data protection legislation).

We will demonstrate that we have taken reasonable steps to recover unpaid charges from any homeowner who has not paid their share of the costs prior to charging those remaining homeowners if they are jointly liable for such costs.

We will not take legal action against a homeowner without taking reasonable steps to resolve the matter and will give notice of our intention.

When contacting debtors we, or any third party acting on our behalf, will not act in an intimidating manner or threaten them (apart from reasonable indication that we may take legal action). We will not knowingly or carelessly misrepresent our authority and/or the correct legal position.

5.9 Insurance

We will have, and maintain, adequate professional indemnity insurance, unless we can demonstrate equivalent protections through another route.

If our agreement with homeowners includes arranging any type of insurance, the following standards will apply:

We will provide each homeowner with clear information showing the basis upon which their share of the insurance premium is calculated, the sum insured, the premium paid, any excesses which apply, the name of the company providing insurance cover and the terms of the policy. The terms of the policy may be supplied in the form of a summary of cover, but full details will be available for inspection on request at no charge, unless a paper or electronic copy is requested, in which case we may impose a reasonable charge for providing this.

We will disclose to homeowners, in writing, any commission, administration fee, rebate or other payment or benefit we receive from the company providing insurance cover and any financial or other interest that we have with the insurance provider. We will also disclose any other charge we make for providing the insurance.

If applicable, we will have a procedure in place for submitting insurance claims on behalf of homeowners and for liaising with the insurer to check that claims are dealt with promptly and correctly. If homeowners are responsible for submitting claims on their own behalf (for example, for private or internal works), we will supply all information that they reasonably require in order to be able to do so.

If applicable, we will keep homeowners informed of the progress of their claim or provide them with sufficient information to allow them to pursue the matter themselves.

On request, we will be able to show how and why we appointed the insurance provider, including any cases where we decided not to obtain multiple quotes.

If applicable, documentation relating to any tendering or selection process (excluding any commercially sensitive information) will be available for inspection, free of charge, by homeowners on request. If a paper or electronic copy is requested, we may make a reasonable charge for providing this, subject to notifying the homeowner of this charge in advance.

If our agreement with homeowners includes arranging buildings insurance:

We will inform homeowners of the frequency with which property revaluations will be undertaken for the purposes of buildings insurance, and adjust this frequency if instructed by the appropriate majority of homeowners in the group.

Additional standard for situations where a land maintenance company owns the land:

On request we will provide homeowners with clear details of the costs of public liability insurance, how their share of the cost was calculated, the terms of the policy and the name of the company providing insurance cover.

5.10 Carrying out repairs and maintenance

This section of the Code covers the use of both in-house staff and external contractors.

We have in place procedures to allow homeowners to notify us of matters requiring repair, maintenance or attention. We will inform homeowners of the progress of this work, including estimated timescales for completion, unless we have agreed with the group of homeowners a cost threshold below which job-specific progress reports are not required.

If emergency arrangements are part of the service provided to homeowners, we will have in place procedures for dealing with emergencies (including out-of-hours procedures where that is part of the service) and for giving contractors access to properties in order to carry out emergency repairs, wherever possible.

On request, we will be able to show how and why we appointed contractors, including cases where we decided not to carry out a competitive tendering exercise or use in-house staff.

If the core service agreed with homeowners includes periodic property inspections and/or a planned programme of cyclical maintenance, then we will prepare a programme of works.

We will ensure that all contractors appointed by us have public liability insurance.

If applicable, documentation relating to any tendering process (excluding any commercially sensitive information) will be available for inspection by homeowners on request, free of charge. If paper or electronic copies are requested, we may make a reasonable charge for providing these, subject to notifying the homeowner of this charge in advance.

We will disclose to homeowners, in writing, any commission, fee or other payment or benefit that we receive from a contractor appointed by us.

We will disclose to homeowners, in writing, any financial or other interests that we have with any contractors appointed.

We will pursue the contractor or supplier to remedy the defects in any inadequate work or service provided. If appropriate, we will obtain a collateral warranty from the contractor.

5.11 Complaints resolution

Section 17 of the Act allows homeowners to make an application to the homeowner housing panel for a determination of whether their property factor has failed to carry out their factoring duties, or failed to comply with the Code.

To take a complaint to the homeowner housing panel, homeowners must first notify their property factor in writing of the reasons why they consider that the factor has failed to carry out their duties, or failed to comply with the Code. ANCHO must also have refused to resolve the homeowner's concerns, or have unreasonably delayed attempting to resolve them.

It is a requirement of Section 9.6 (Written statement of services) that we provide homeowners with a copy of our in-house complaints procedure and how they make an application to the homeowner housing panel.

We have a clear written complaints resolution procedure which sets out a series of steps, with reasonable timescales linking to those set out in the written statement, which we will follow. This procedure includes how we will handle complaints against contractors.

When our in-house complaints procedure has been exhausted without resolving the complaint, the final decision will be confirmed with senior management before the homeowner is notified in writing. This letter will also provide details of how the homeowner may apply to the homeowner housing panel.

Unless explicitly provided for in the property titles or contractual documentation, we will not charge for handling complaints.

We will retain (in either electronic or paper form) all correspondence relating to a homeowner's complaint for three years as this information may be required by the homeowner housing panel.

We will comply with any request from the homeowner housing panel to provide information relating to an application from a homeowner

5.12 Appeals

Refer to section 3.6 of the Customer Care policy.

Section 16 of the Act establishes a dispute resolution system. A homeowner may apply to the homeowner housing panel for a determination if the homeowner believes that his or her property factor has failed to comply with the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors, or otherwise failed to carry out their duties (section 17(5) of the Property Factors (Scotland) Act 2011 gives a definition of property factor's duties).

In applying the standards in Property Factors (Scotland) Act 2011 Code of Conduct for Property Factor, the homeowner housing panel and any homeowner housing committee may take into account the title deeds and/or any agreement relating to the land which is managed or maintained by the property

6 Lock ups

6.1 Policy statement

ANCHO let lockups to make the best use of the lock-ups and to maximise ANCHO's rental income

This policy will be consistent in ensuring that the occupancy agreement between ANCHO and the occupant is adhered to.

6.2 Objectives

- To operate a waiting list for lockups open to all applicants aged 16 or over;
- To maximise the number of occupied lockups;
- To maximise rental income from lockups and deal with arrears in an efficient manner.

6.3 Principals

- Allocate lock-ups efficiently and effectively where demand allows;
- Encourage the take-up of lock-ups in areas where we wish to retain the lock-up stock;
- Consider the disposal of lock-ups in sites where resources could be better used;
- Prevention of arrears and early intervention where arrears occur.

6.4 Admission to the lockup waiting list

Applications will be accepted only from persons who are aged sixteen years of age or over.

6.5 Eligibility for a lockup

To be offered a lock up the applicant will either be 16 years of age or over.

There are certain factors we will not take into account when deciding on the allocation of a property. These include:

- Any rent arrears or other tenancy related liability no longer outstanding;
- Any rent arrears where the amount is no more than 1/12th of the annual rent or where the applicant has an arrangement for paying the arrears, has been keeping to the arrangement for at least 3 months and is continuing to make payments;
- Any outstanding debts such as Council Tax arrears, which are not directly attributable to the tenancy of the house;
- The applicants age, provided that the applicant has attained sixteen;
- The income of the applicant;
- Whether or not the applicant has or has owned heritable or moveable property;
- The length of time an applicant has resided in the area.

6.6 Assessment and letting of lock ups

Priority will be determined by the length of time an applicant has been on the lockup waiting list.

6.7 Choices and offers of lockup

Applicants can choose an unlimited number of areas.

An offer of a vacant lockup is made to the applicant who has indicated an interest in a particular area of choice and has been on the lockup waiting list for the longest period of time.

6.8 Offer suspensions

Applicants may be suspended from receiving offers of housing in the following circumstances:

- Outstanding tenancy related debt, (where the amount owed is more than one twelfth of the annual rent payable, and no workable repayment arrangement has been in place for 3 months).

Suspended applications will be actively managed and reviewed and applicants will be notified in writing of any suspended application, and the reason for the suspension.

6.9 Cancelling applications

Applications for a lockup will be cancelled in the following circumstances:

- The applicant is now deceased;
- The applicant has requested that their application be cancelled;
- The applicant has repeatedly failed to respond to correspondence.

The applicant will be notified in writing that their application has been cancelled, and will be provided with the reason for the cancellation.

The criteria for “failing to respond to correspondence” are one initial letter, followed by a second letter 14 days later. If the applicant fails to respond, the application will be cancelled. The applicant will have up to 4 weeks to request it is reinstated.

The cancellation criteria also apply to applicants who fail to return application review forms.

6.10 Occupancy

Applicants who accept an offer will be required to sign an Occupancy Agreement which explains the occupant’s obligations under the agreement.

6.11 Current occupant arrears

A minimum of £10.00 arrears value will trigger the arrears process with written notification to an occupant, with a view to preventing escalation of the arrear.

We will take a staged approach to recovery that is recorded at each stage for audit purposes. Letters and where appropriate visits will be made to prevent the arrears escalating and enter into a repayment arrangement.

ANCHO apply a firm but fair approach to recovery action, which is proportionate by acknowledging individual occupants circumstances.

All repayment arrangements are realistic to ensure a manageable and affordable reduction in rent arrears, and will be reviewed at regular intervals.

We will aim to have all arrears cleared within two months, and limit the number of times an arrangement can be broken to three occasions.

All occupants in arrears are treated sympathetically, and made aware of the consequences of missed payments and broken arrangements.

Where arrears are greater than one month’s rent, consideration will be given to repossessing the lockup.

6.12 Former occupant arrears

Former Occupant Arrears are monitored on a regular basis in line with the appropriate charge cycle, and a minimum of £10.00 arrears value will trigger the former rent arrears process with written notification to the former occupant.

Forwarding addresses will be obtained, where possible, for all occupants terminating their occupancy agreement and any case without a forwarding address is held for a period of six months before preparing the case for write-off. This period will allow staff to carry out further checks to try and obtain a forwarding address.

Reasonable steps are taken to trace former occupant debts owed to ANCHO.

Repayment arrangements are realistic and take account of the occupant's personal and individual circumstances.

Cases will be prepared for write-off, which are uneconomic to pursue or where there is no prospect of recovery. Records will be retained to allow future recovery if appropriate.

We will not pursue any debts, which are prescribed after a period of five years as recommended in the framework of the Prescription and Limitation (Scotland) Act 1973.

6.13 Assignment/Succession/Subletting

The occupant may not assign or sublet or otherwise give up to another person their rights to the lockup under their agreement. There is no automatic right of succession of a lockup. Where reasonable grounds exist a manager should decide if the request is to be granted, e.g. transferring the lockup to a wife following the death of a husband.

6.14 Viability

Where any garage site has more than 50% void level over a six month period it will be earmarked for potential demolition and site clearance subject to the feasibility of this being approved by the Management Board. In addition, a cost/benefit analysis will be undertaken prior to major investment in a site with void levels of more than 30%

6.15 Goods left in repossessed lock-ups

Any possessions found in a property will be dealt with in accordance with the provisions in the Scottish Secure Tenancies (Abandoned Property) Order 2002.

6.16 Appeals

Refer to section 3.6 of the Customer Care policy.

7 Neighbour Nuisance and Antisocial behaviour

7.1 Policy statement

ANCHO will manage antisocial behaviour concerning ANCHO tenants. We will work with other agencies to develop local solutions to local problems.

We believe everyone has the right to the peaceful enjoyment of their home. Where tenants do not adhere to the conditions outlined in their tenancy agreement, we will take appropriate action where necessary to deal with breaches of these conditions.

7.2 Objectives

- to allow all ANCHO tenants to have quiet enjoyment of their homes in safe and secure environments. We aim to achieve this as far as is possible within our powers as a landlord and by joint working with other organisations;
- to develop and manage our properties and services in a way which helps prevent neighbour nuisance and antisocial behaviour;
- to help tenants and communities to find their own peaceful solutions to problems of neighbour nuisance whenever possible. We will provide tenants with information on ways of addressing neighbour problems. This will include services provided by other agencies;
- to take firm action against the tenancy of a tenant who persistently breaches tenancy conditions or commits a serious breach of tenancy conditions. This action may result in legal action for repossession of the tenancy and eviction.

7.3 Principals

- We will take a firm, fair and objective approach to dealing with complaints
- It will be easy to report complaints to us.
- Appropriate advice and assistance will be provided
- Complainants will be kept advised of progress of investigations

7.4 Definition of nuisance and antisocial behaviour

Nuisance behaviour is behaviour that disrupts other residents' normal use of their home and neighbourhood.

The Antisocial Behaviour etc. (Scotland) Act 2004 states that a person engages in antisocial behaviour if they:

- 'act in a manner that causes or is likely to cause alarm or distress' or
- 'pursue a course of conduct [including speech] that causes or is likely to cause alarm or distress to at least one person not of the same household.'

7.5 Categories

There are different types of neighbour nuisance and antisocial behaviour. It is important to distinguish between the severities of different types of behaviour. It is our policy to classify neighbour nuisance and antisocial behaviour into five categories which then influence the way in which we respond to complaints.

Category 1: Neighbour Nuisance

This means behaviour which may be of a relatively minor nature but which unreasonably interferes

with other people's right to the use and enjoyment of their home and community and involves a breach of the tenancy agreement. Examples include occasional noise or disturbance; failure to control dogs or other pets; unruly behaviour of children which is causing a nuisance; garden upkeep; litter and refuse control; parking or carrying out work to vehicles in a way that causes a nuisance.

Category 2: Antisocial Behaviour

Examples include more excessive or wilful noise nuisance; vandalism or damage to ANCHO's or another resident's property; rubbish dumping.

Behaviour which is initially categorised as Category 1 may be re-categorised as Category 2 if the nuisance persists even after we have initially intervened.

Category 3: Serious Antisocial Behaviour.

Examples include threatening or abusive behaviour towards neighbours or members of our staff, agent or contractors; violence, unprovoked assault or drug dealing; dangerous driving on ANCHO housing developments.

Category 4: Harassment

This behaviour is deliberately intended to intimidate, dominate or harm an individual or a certain group, such as minority ethnic people, or people suffering from a mental illness, or people with a disability.

We take a very serious view of any racial harassment either against or by ANCHO tenants/residents. We have adopted the definition of racial harassment used by the Commission for Racial Equality.

Category 5: Non Tenancy Complaints

These are complaints which are not primarily about housing matters, for example, complaints about child protection or abuse or public services (e.g. refuse collection; road sweeping) where ANCHO is not directly responsible for taking action but has an interest and/or duty to intervene in some manner.

7.6 Preventative measures

ANCHO aims to adopt preventative measures to combat antisocial behaviour within the local area. Preventative measures will include the following:

- Ensuring that tenants understand their responsibility to be a good neighbour by clearly explaining the conditions of the tenancy agreement at the time of signing their tenancy agreement, ask tenants or residents to assist by recording incidents of antisocial behaviour generally as they occur, and specifically where they have made a complaint which requires investigation;
- Ensuring there is consideration of estate management issues at the point of tenant selection, so as to avoid concentrations of antisocial behaviour within specific localities and neighbourhoods;
- Using a problem solving approach in conjunction with the antisocial behaviour team to deal with community issues;
- ANCHO staff being vigilant and pro-active when visiting specific areas, and taking measures where necessary to prevent antisocial behaviour;
- Actively encouraging and advertising mediation service to tenants who would benefit from this approach, in order to prevent the escalation of antisocial behaviour problems;
- Working actively with local tenants and resident groups, and other agencies to develop local solutions to local problems;

- Implement tenancy support where possible to assist in the prevention and reoccurrence of antisocial behaviour issues;
- Considering the use of current and new technology to promote safe communities, and assist in the prevention of antisocial behaviour related problems;
- Working with private landlords to give advice, and make them aware of their responsibilities as a landlord for the behaviour of their tenants and members of their household;
- Making use of Short Scottish Secure Tenancy agreements as a means of monitoring the behaviour of tenants who have previously been responsible for acts of antisocial behaviour;
- Identifying tenants who may benefit from support to alleviate antisocial behaviour problems.

7.7 Investigation of antisocial behaviour complaints

ANCHO will investigate antisocial behaviour complaints concerning ANCHO tenants only. The timescale for investigation of complaints will be dependent on the severity of the antisocial behaviour issue.

We will:

- Make contact with the person who makes the complaint within five working days of receiving a complaint about neighbour nuisance or antisocial behaviour;
- Make contact with the person the complaint is about within ten working days of the first complaint being received;
- Confirm in writing to both parties any action taken, and that the case will be monitored for 28 days. Where no further complaints are received the case will be closed and the relevant parties notified. A case will not be closed where further complaints are received and a resolution has not been reached;
- Encourage both sides to work at settling the dispute together by promoting mediation where appropriate;
- Investigate complaints on a fair and non-discriminatory basis;
- Work with other relevant agencies to ensure a multi-agency approach to the investigation and resolution of complaints;
- Where young people are offenders of antisocial behaviour, we will work closely with relevant local authority departments, Children’s Reporter, and schools to deal effectively with these issues.

7.8 Legal action

Staff will gather and record accurate and robust evidence to support any legal action that may be taken by ANCHO.

ANCHO seeks to avoid the use of legal action in relation to Antisocial behaviour, but will be prepared to use the powers available to us under the Housing (Scotland) Act 2001 and the Antisocial Behaviour etc. (Scotland) Act 2004, where a tenant is in breach of their tenancy agreement, and all other action has been tried and has failed to remedy the situation.

This may include using measures such as Antisocial Behaviour Orders, Antisocial Behaviour Contracts, in addition to the legal measures available to the Police, e.g. arrests, closure orders and confiscation of personal property.

7.9 Multi-agency working

ANCHO will:

- Work jointly with Police Scotland and local authorities in order to develop solutions to local antisocial behaviour problems;
- Investigate complaints initially and aim to resolve cases as quickly as possible. Where no initial solution can be found the case may be referred to the dedicated antisocial behaviour team for further investigation and action. ANCHO will continue to be updated regarding case progress and will work with the antisocial behaviour team to develop solutions in partnership;
- Work with local tenants and residents groups to combat antisocial behaviour within local areas, and develop local solutions to problems with the input of community members.

7.10 Racial harassment

ANCHO is committed to taking action against tenants who we believe are carrying out racially motivated attacks or harassment on their neighbour or in the wider community. Such attacks may be physical or verbal.

We will deal with racial attacks and harassment vigorously and work in partnership with other agencies to create an environment which encourages racial harmony. When a complaint of racial harassment is made we will encourage the victim to report incidents to Police Scotland.

We will use every available legal action against perpetrators, including prosecution and eviction and provide practical support for victims of racial harassment to protect them from further harassment where possible.

7.11 Monitoring

We will monitor the level of complaints received by neighbourhood to assist in identifying specific concentrations of antisocial behaviour, and directing resources where required.

7.12 Appeals

Refer to section 3.6 of the Customer Care policy.

N.B.

In relation to antisocial behaviour, people have the right to appeal to the Sheriff Court in certain circumstances, for example, the granting of an Antisocial Behaviour Order, granting of a Decree for Possession and conversion of a Scottish Secure Tenancy to a Short Scottish Secure Tenancy.

8 Rents and Arrears

8.1 Policy statement

ANCHO will actively pursue the recovery of current and former tenant rent arrears, maximising the rental income by minimising the level of rent arrears. This will be achieved by applying a firm but fair approach to recovery action, being proportionate and acknowledging individual tenants circumstances.

This policy will be consistent in ensuring that the tenancy agreement between ANCHO and its tenants is adhered to, and will recognise ANCHO's aims of building sustainable communities, promoting social inclusion and preventing homelessness.

8.2 Objectives

- To maximise the amount of rent collected by making a range of payment options available, and work to minimise arrears;
- Monitor levels of rent arrears and have early intervention mechanisms in place to prevent rent arrears arising;
- Offer early appropriate professional support and guidance to tenants to reduce rent arrears;
- Take appropriate action in accordance with the level of rent arrears and individual circumstances of tenants for arrears of rent;
- Prevent homelessness arising and assisting in ANCHO's wider strategic objectives including building sustainable communities;
- Actively pursue former tenant rent arrears and maximise the recovery of income to ANCHO, in an effective and efficient manner, which is consistent with best practice, and sensitive to the situation of individual former tenants with arrears.

8.3 Principals

Provision of advice and assistance to prevent arrears;

- We will take a firm, fair and objective approach to dealing with arrears and will respond quickly where they occur;
- Provide a wide range of payment methods;
- Repayment arrangements for current tenants in rent arrears should be concluded within one year;
- Sensitive application of policies and procedures;
- Legal action (including eviction) will, in all instances, be a last resort.

8.4 Current tenant arrears

8.4.1 New Tenancies

Rent obligations will be emphasised to the new tenant at the time of signing their tenancy agreement. Methods of rent payment and due dates will be explained and it will be made clear that rents are due monthly in advance.

A housing benefit form will be completed with the tenant where it is likely that they will qualify for housing benefit. All necessary documentation to support a housing benefit claim will be asked for at the time of signing their tenancy agreement. Likewise if the tenant is a new Universal Credit

claimant than all supporting documentation will be required at the time of signing their tenancy agreement. If they are already in receipt of Universal Credit then they will be required to pay rent in advance as any other tenant. Tenants should be made aware at this early stage of the importance that the Association places on rent payments and that failure to pay rent as agreed puts the tenancy at risk and can result in legal action.

8.4.2 Managing rent arrears

A minimum value of one week's rent will trigger the rent arrears process with written notification to a tenant, with a view to preventing escalation of the arrear.

ANCHO apply a firm but fair approach to recovery action, which is proportionate by acknowledging individual tenants circumstances.

ANCHO has a responsibility to all its tenants to minimise rent arrears by following an agreed efficient and effective procedure for debt recovery.

We will take a staged approach to recovery that is recorded at each stage for audit purposes.

All repayment arrangements are realistic to ensure a manageable and affordable reduction in rent arrears, and will be reviewed at regular intervals.

A tenant will be advised of the final instalment date on an agreed arrangement to reduce their arrear of rent, which must be within one year of the arrear occurring.

We will aim to have all arrears cleared within 12 months unless the tenant is in receipt of Housing Benefit, and limit the number of times an arrangement can be broken to three occasions.

Direct payments from the Benefits Agency will be accepted where a tenant meets the criteria, or voluntary deductions from their salary with the agreement of their employer.

All tenants in arrears are treated sympathetically, and made aware of the consequences of missed payments and broken arrangements.

A small balance report will be produced periodically to catch any small balances not picked up in the escalation process.

8.4.3 Advice and information

Housing advice and information will be provided to tenants to prevent arrears accruing through leaflets, tenant's handbook, posters and information on our website and other local information points, e.g. the Community Link. Referrals are made where necessary to other support agencies, including Money Advice, Welfare Rights, and other relevant agencies.

Any person who has been evicted of rent arrears will be informed of any statutory obligations the relevant Local Authority has towards them in terms of homelessness and other relevant legislation.

Tenants will be advised of the consequences of non-payment of rent e.g. possible credit blacklisting, eviction, and suspension of transfer application.

Tenants will be assisted to maximise their income by increasing their awareness of benefit entitlement.

8.4.4 Legal action

Legal action is instructed for recovery of rent arrears as a last resort when all other attempts to recover the arrear have failed. All available legal processes to recover rent arrears are used including wage and bank arrestment, and eviction is only used as a last resort.

If the court grants an order for possession of the property, section 16(5A) of the 2001 Act now means that, in proceedings where a ground is that tenants have not paid rent lawfully due, the

tenancy is not ended on a date appointed when the court grants an order. In such cases, the tenancy ends only when the landlord recovers possession of the property.

ANCHO will recover possession within six months of the order for possession being awarded by the Court, unless the Director or Assistant Director decides to the contrary in the light of exceptional and individual circumstances.

If ANCHO recovers possession within the period the court specifies, then the tenancy ends. If ANCHO do not recover possession then the order ceases to have effect after the specified period. ANCHO will normally evict a tenant if rent arrears reoccur and we have to raise another proceedings to repossess the property.

8.4.5 Partnership working

Referrals are made where necessary to other support agencies, including Money Advice, Welfare Rights, and other relevant agencies and we liaise with Housing Benefits, our Solicitors and Local Authorities.

Where tenants are vulnerable we ensure that all relevant ANCHO, Local Authority, voluntary services, and other agencies are involved to provide support.

8.4.6 Monitoring and performance

Targets are set annually and performance is regularly reviewed and monitored against these targets. Monitoring reports are produced on a monthly basis for staff to help them monitor their performance against their individual targets and those set by the Management Board.

Rent Arrears Statutory Performance Indicators are published as required.

8.5 Former tenant arrears

8.5.1 Arrears prevention

The period between receiving a tenancy termination and the actual date of termination will be used to maximise recovery prospects and ensure that tenants are aware of the requirement to repay any debts owed.

Prior to tenancies being terminated, where possible we will ensure that arrears are cleared.

A variety of payment options are offered for the convenience of customers.

8.5.2 Managing former tenant arrears

Former Tenant Arrears are monitored on a regular basis in line with the appropriate Rental cycle, and a minimum of £10.00 arrears value will trigger the former rent arrears process with written notification to the former tenant.

A firm but non-threatening approach is adopted to recover former tenant arrears, which aims to assist former tenants' to repay their rent arrears.

Forwarding addresses will be obtained, where possible, for all tenants' terminating tenancies and any case without a forwarding address is held for a period of six months before preparing the case for write-off. This period will allow staff to carry out further checks to try and obtain a forwarding address.

Cases will be forwarded to a collection agent for collection (if appropriate) failing a response to reminder letters.

Reasonable steps are taken to trace former tenant debts owed to ANCHO.

Repayment arrangements are realistic and take account of the tenants' personal and individual circumstances.

We will consider all recovery options including Social Media and Trace and Collect services provided by Debt Collection Agencies.

Cases will be prepared for write-off, which are uneconomic to pursue or where there is no prospect of recovery. Records will be retained to allow future recovery if appropriate.

We will not pursue any debts, which are prescribed after a period of five years as recommended in the framework of the Prescription and Limitation (Scotland) Act 1973.

8.5.3 Advice and information

We will provide advice and assistance to former tenants, including information leaflets, and where necessary make referrals to other support agencies, including Money Advice, Welfare Rights, and other relevant agencies.

Former tenants are made aware of the consequences of not paying their arrears.

8.5.4 Monitoring and performance

Monitoring reports are produced on a monthly basis to assist staff to monitor their performance in terms of the recovery of Former Tenant Rent Arrears.

8.6 Setting rents

8.6.1 Aim

We aim to ensure the rents we charge are affordable, particularly to those on a low income and provide value for money. The rents we charge will be equitable and transparent. Rents will ensure the financial viability of ANCHO and will be comparable to the rents charged by other housing associations for similar properties.

ANCHO recognises that rents must generate enough revenue for the organisation to be financially viable. This will allow us to meet our service standards and legal obligations. Our annual budget setting process will therefore review our operational revenue requirements. Costs to be considered will include management and maintenance costs, voids/bad debts, loan charges and long-term provision for planned maintenance.

8.6.2 Calculating rents\service charges

ANCHO uses the following rent setting matrix to calculate rent. The matrix is based on a formula system that gives a value to the various attributes of the property. ANCHO believe that the formula provides an equitable, transparent and rational basis for setting rents taking account of factors such as the type, size and amenity of properties.

The base rent is for a two bedroom flat, and the calculation of this will be reviewed annually as part of the annual rent review

Where there are additional charges incurred on an individual property as a result of factoring charges etc. these will be averaged over a period of time and an average additional charge will be added to that property. This applies to properties purchased through the Mortgage to Rent scheme only.

Where a property is located outwith Ayrshire and the local social rents are higher than those charged in Ayrshire an additional monthly charge will be applied to take into account local variations in rent.

Property size/type	Adjustment	Amenity
0 bedroom flat (Bedsit)	Base rent minus 20 %	If a property has a garden 10% of base rent will be added. For example, if a 4 bedroom
1 bedroom flat	Base rent minus 10 %	

1 bedroom house	Base rent minus 5 %	property has a garden then the rent will increase by 30% above the base rent
2 bedroom flat	Base rent	
2 bedroom house	Base rent plus 5 %	
3 bedroom flat	Base rent plus 10 %	
3 bedroom house	Base rent plus 15 %	
4 bedroom house	Base rent plus 20 %	
< 2 bedroom maisonette	Base rent	
2 bedroom + maisonette	Base rent plus 10 %	

We may provide services in connection with a tenancy. If we do, they will be set out in a separate document together with the cost of each of those services. That document will also state whether the services are optional or compulsory. That document forms part of the tenancy agreement. It is a condition of the agreement that tenants pay for compulsory services. Any service charges will be calculated in an equitable, fair and transparent manner.

8.6.3 Consultation

Under the terms of the Scottish Secure Tenancy rents will be reviewed annually each year by the Management Board with rent increases taking effect on 1 April each year. The Board will take account of affordability, operating costs and comparability to other similar housing providers in setting annual rents.

8.7 Appeals

Refer to section 3.6 of the Customer Care policy.

9 Repairs and Maintenance

9.1 Policy statement

ANCHO will carry out routine and responsive repairs in accordance with responsibilities under the Housing (Scotland) Act 2001.

We aim to deal with repairs efficiently and effectively in order to maintain our housing stock to the highest possible standard whilst ensuring tenant satisfaction.

We aim to deliver and maintain our stock to the Scottish Housing Quality Standard and that of Energy Efficiency Standard for Social Housing.

9.2 Objectives

- To provide a prompt, efficient and effective response repairs service which incorporates the principals of Best Value and strategic objectives;
- Comply with legislation relating to the repairs duties of ANCHO;
- To ensure that our houses are wind and water tight and reasonably fit for human habitation at the start of a tenancy, and that the house is kept in that condition throughout the tenancy;
- We will also ensure that our houses meet the ANCHO letting standard at the start of a tenancy;
- To ensure planned maintenance programmes work in conjunction with responsive repairs and to maximise the useful life of the housing stock by achieving a balance in spending;
- To monitor the performance of the repairs service by taking into account feedback from tenants;
- To listen to our customers and stakeholders and meet their aspirations by ensuring we respond to their needs by reviewing policies, procedures and working practices in line with their comments;
- To ensure that responsive repairs are carried out within agreed legislative and internal timescales;
- Qualified tradesmen will carry out repairs to our houses.

9.3 Principals

- All our properties should provide a warm, comfortable, healthy environment, and be maintained in a good and safe state of repair;
- Procedures for reporting responsive repairs should be simple, convenient and accessible to tenants;
- Facilities for people with special needs, such as people with visual or hearing impairments will be provided;
- All ANCHO staff should be able to accept repair requests from tenants and report repairs, which come to their attention.

9.4 Responsive repairs

9.4.1 ANCHO responsibilities

We will ensure that any necessary repair work is carried out to ensure our properties are:

- wind and watertight;
- habitable;
- in all respects fit for occupation.

We will carry out necessary repairs to the structure of our properties such as walls and roof (including gutters and down pipes). We will also maintain the installations in our properties which supply electricity, gas, water and drainage. Tenant(s) will be responsible for paying for electricity, gas and water and drainage supplies.

ANCHO has the right of entry, after reasonable notice (generally 24 hours for an emergency), to carry out any necessary repair work in order to meet its legal obligations.

Our obligations to carry out repairs to properties are generally encompassed in the Repairs and Maintenance section of the Tenants Handbook provided to all tenants at the start of their tenancy. This document lists the responsibilities for both ANCHO and tenants.

ANCHO will not be responsible for carrying out repairs where damage has been caused by deliberate or accidental damage by a tenant, anyone living with a tenant, or a visitor to their home. ANCHO will recharge the cost of any necessary repair work to the tenants in these circumstances.

9.4.2 Tenant responsibilities

The tenant must report all repairs promptly and provide access so that the repair can be attended to. ANCHO will not be responsible for any repair if the tenant has not taken care of the property or the tenant, anyone living with a tenant, or a visitor to their home has damaged it.

Tenants must allow access to the property to carry out necessary repair work. Where a tenant has reported an emergency repair, the tenant must ensure that access to the property is available within the target response time of reporting the repair.

Where damage has been caused as a result of vandalism, ANCHO will carry out the necessary repair work provided the tenant provides proof of a report being made to the police, usually by providing an incident number for the incidence of vandalism.

Communal repairs in mixed tenure properties will be carried out for ANCHO tenants where it is necessary to maintain the property in a wind, water tight and safe condition. ANCHO will recover the shared cost of repairs from owner-occupiers or other residents where required.

9.4.3 Repair timescales

ANCHO will allocate each repair a category depending on the nature and urgency of the work required as follows:

Emergency – Attendance within 2 hours and completion within 6 hours.

Repairs where there is a risk to personal health and safety or could lead to serious structural damage.

Non Emergency – Completion within 10 working days

This covers repairs of a routine nature for which ANCHO is responsible, where the nature of work is unsuitable for a planned maintenance programme.

Repairs by appointment

Where possible tenants will be offered an appointment time suitable for them. This may be dependant on the nature of the repair required.

There may be exceptional circumstances where the completion of a repair may be delayed e.g. severe weather conditions. In these circumstances the repair will be carried out as soon as it is safe for employees to carry out the required work.

There may also be circumstances where a repair is delayed due, for example, to ordering of parts and aids and adaptations. This may result in repairs taking longer to complete.

9.5 Right to Repair

ANCHO operates the Right to Repair scheme for tenants and conforms to the legal provisions set out in Section 27 of the Housing (Scotland) Act 2001, and the contractual terms set out in ANCHO's Scottish Secure Tenancy.

We will pay compensation to tenant(s) under the Right to Repair scheme where we have failed to meet our contractual obligations.

Any amount of compensation due may be reduced where a tenant has outstanding debts e.g. unpaid rent.

9.6 Repairs where a Right to Buy application exists

Where a tenant has applied to buy their home under the Right to Buy, ANCHO will still maintain the property as detailed in the Repairs and Maintenance section of the Tenants Handbook provided to all tenants at the start of their tenancy, until the point where the property is sold. ANCHO will not carry out any repairs or improvements that affect the value of the dwelling (such as fitting a new kitchen or improving or replacing heating systems).

9.7 Reimbursement of cost of work

Under section 29 of the Housing (Scotland) Act 2001 ANCHO has a power at the end of a tenancy to reimburse a tenant for the cost of any work they have carried out to the house. Where a tenant has carried out improvement work to the house with the consent of ANCHO, a payment to the tenant or his representative up to the cost of the improvement can be made. Any outstanding debt due to ANCHO including rechargeable repairs will be deducted from any amount awarded to a tenant.

9.8 Asset management

ANCHO's ability to deliver good services for customers and provide a solid platform for improvement depends on our ability to make the most of our property assets. Financial flows are dominated by income from assets and the expenditure required to look after them. Poor asset management decisions may result in wasted resources and other, often longer term, inefficiencies. We aim to manage our assets well to compliment the business planning process. Our Asset Management Strategy is included in our Corporate Plan.

9.8.1 Stock condition surveys

ANCHO will conduct stock condition surveys (SCS) on a rolling programme. This will cover 20% of the stock per year. The information recorded within these surveys in relation to existing defects and the condition of the component lifespan, will be used to inform and amend the Life Cycle Costing Programme (LCCP)

9.8.2 Life cycle costing programme

ANCHO produced a 30-year life cycle costing based on a stock condition survey at the time of stock transfer in 2000.

The life cycle costing programme will be updated on a continuous basis fed by our stock condition survey information. Where funding allows, works will be carried out to address EESSH (Energy Efficiency Standard for Social Housing) requirements. The life cycle costs also incorporate works required to maintain stock to the Scottish Housing Quality Standard.

9.8.3 Investment programme

ANCHO's Investment Programme is aimed at the maximisation of planned maintenance expenditure. It should also reduce expenditure on reactive repairs. The Programme sets out our investment plans for five years ahead, and is subject to review in March of each year. The Investment Programme will ensure that deferment of more expensive day to day repairs for inclusion in planned maintenance programmes will not result in additional expense or discomfort for tenants.

The Investment Programme is based on comprehensive and accurate information about stock attributes, condition and property maintenance histories, compiled through periodic stock surveys and inspections.

ANCHO's cyclical maintenance programme deals with the gradual deterioration of building components and finishes. It includes cyclical inspections of building components at planned intervals and maintenance works arising from these inspections, including pre-painting repairs and paintwork. The programme establishes appropriate cycles and programmes over a rolling programme:

- All gas heating appliances will be serviced on a ten month cycle in accordance with the gas servicing procedure;
- Smoke alarms (in conjunction with electrical inspection and testing or gas servicing process)
- Internal (common areas) paintwork (8 yearly);
- Hard Wired electrical installation testing (10 yearly)

9.9 Asbestos

We will ensure we manage Asbestos as required by The Control of Asbestos Regulations 2012 to ensure the safety of tenants, ANCHO staff and contractors. We will maximise the useful life of stock by undertaking the necessary surveys and any remedial action to minimise the risks associated with asbestos found in and around ANCHO properties.

We regularly monitor and review our Asbestos Management Plan which details our responsibilities; management procedures; information on surveys, sampling and analysis; asbestos register; information on monitoring; use of non-licensed contractors; control of asbestos waste; alteration, repairs and maintenance; non-removal of asbestos and on-site discovery.

9.10 Compensation for improvement

Under Section 30 of the Housing (Scotland) Act 2001 ANCHO has a duty, at the end of a tenancy to reimburse tenants for the cost of any work they have carried out to the house with our consent. The amount of compensation paid will be dependent on the original cost of work, but will take into account any damage to the fixtures or fittings due to fair wear and tear and depreciation in value, and will not exceed £4000.00 for any one compensation claim. Any outstanding debt to the ANCHO including unpaid rent and rechargeable repairs will be deducted from any amount awarded to a tenant.

9.11 Duty to inspect and right of access

Under section 27 and schedule 4 of the Housing (Scotland) act 2001, we will, before a tenancy begins, inspect the house and identify any work necessary to ensure that the house is wind and water tight and in all other respects reasonably fit for human habitation, and to notify the tenants of any such work.

We will also carry out any necessary work to keep the house in this condition within a reasonable time scale and make good any damage, including decoration caused in carrying out the work.

ANCHO, or someone authorised by us can also enter a tenant's home on 24 hours' notice to inspect the house and carry out any necessary work.

Where forced entry is necessary for inspection, ANCHO is entitled to charge a tenant to make good any damage.

Forced entry may be required due to:

- External structural damage to a property rendering it unsafe for occupation, e.g. crumbling chimney;
- Failure of essential services to the property rendering it unsafe for occupation, e.g. gas leak;
- Internal damage to a property that may affect the structural stability or safe occupation of surrounding properties e.g. burst water pipe.

9.12 Equipment and adaptations

ANCHO aims to enable tenants (and their families) with impairment such as physical, mental or sensory disability to continue to live in their own homes safely and with a reasonable degree of independence.

Where a tenant (or other permanent member of their household) are having difficulty in their current home because of a health condition or disability they can approach the relevant Local Authority/Health Service to be assessed by an Occupational Therapist (OT). The OT will make recommendations for equipment and/or adaptations that can assist the tenant to remain in the property.

When reviewing the OT's referral we will also consider whether the person's health condition is progressive (will get worse) and how this may affect the person (such as the need for specialist equipment/rehousing) in the future. We will discuss housing options with tenants and the OT where the adaptations cannot be carried out, the costs for carrying out the alterations are extreme, or the progressive nature of the condition may require rehousing in the future. This will ensure the most suitable outcome for the tenant and appropriate use of budgets.

Where appropriate we will provide equipment and/or undertake medical adaptations on behalf of tenants (or other permanent member of their household). We will consider the property type, design and location when deciding whether an adaptation is appropriate. We will ensure that waiting times are minimised by preventing undue delay in the provision of equipment (subject to funding constraints).

9.13 Gas safety

We will ensure that all gas appliances and flues are checked and certified as safe on an annual basis as required by the Health and Safety at Work Act 1974, and the Gas Safety (Installation and Use) Regulations 1998.

Our appointed contractor will undertake annual gas installation and smoke alarm installation inspection, testing and maintenance works in ANCHO owned properties.

Where access has not been granted voluntarily by a tenant after 3 attempts, or we have been unable to complete service due to lack of credit within gas or electric meters, we will cap the gas supply as we cannot confirm safety of the system. Cap will be removed when access is achieved and credit is available to complete service.

9.14 Alterations and improvements

Sections 28 and part 1 of Schedule 5 of the Housing (Scotland) Act 2001 requires a tenant to get written consent from ANCHO before undertaking any work, other than interior decoration on a house.

Examples include:

- altering, improving or enlarging the house, fittings or fixtures;
- adding new fixtures or fittings (for example kitchen or bathroom installations, central heating or other fixed heaters, laminate flooring, double glazing, or any kind of external aerial or satellite dish);
- put up a garage, shed or other structure;
- decorate the outside of the house.

A decision will be made within one month of receipt of the application and permission will not be unreasonably withheld. We may grant permission with conditions including conditions regarding the standard of the work. If the request is refused, reasons for the refusal will be given.

9.15 Void management and letting standard

ANCHO wishes to re-let its properties quickly so that people waiting for homes can move in as soon as possible. It is also important that the properties are in a good condition for new tenants. As such, we have adopted a minimum letting standard, which is a statement of the condition that all void ANCHO properties should meet before they are re-let.

We have adopted a minimum letting standard, which is a statement of the condition that all void ANCHO properties should meet before they are re-let.

9.16 Rechargeable repairs

A repair may be classed as rechargeable when it falls into one of the following categories:

- An owner-occupier's percentage share of a common repair;
- Any repair required due to vandalism where the tenant does not provide a police incident number;
- Any repair requested by the tenant which is not the responsibility of ANCHO as highlighted in the Repairs and Maintenance section of the Tenants Handbook;
- Repairs which have been assessed and classified as rechargeable due to negligence, misuse or vandalism by the tenant, members of their household, or visitor/s to their home will result in the tenant incurring the cost of necessary repairs.

We will write to tenants and owners to advise them of the rechargeable repair, with a view to clearing the balance. Should they be unable to clear the debt in full, all repayment arrangements will be manageable to ensure a realistic and affordable reduction in debt, and will be reviewed at regular intervals.

Any outstanding debt due to ANCHO including rechargeable repairs will be deducted from any decoration allowance awarded to a tenant.

9.17 Appeals

Refer to section 3.6 of the Customer Care policy.

10 Tenancy Sustainment

10.1 Policy statement

We will seek prevent tenancy failure and homelessness.

We will take account of the views and opinions of tenants when delivering our services, and use feedback to inform future service provision.

Our policies whilst based on legislative requirements and good practice recommendations will be focussed on the needs of our customers.

10.2 Objectives

- To ensure that tenancy sustainment underpins the delivery of our housing services;
- To minimise the costs associated with tenancy failure;
- To ensure resources are directed towards proactive tenancy management and solutions whilst optimising service satisfaction levels.

10.3 Principals

- Prevention: by taking steps prior to and from the commencement of a tenancy which will identify issues and assist in sustainment;
- Tenancy Support: being proactive in identifying prospective and existing tenant vulnerability issues and ensuring the appropriate support is put in place to sustain a tenancy;
- Partnership Working: developing networks and partnership working with other agencies to address vulnerabilities and assist in sustaining tenancies.

10.4 Tenancy Sustainment

Tenancy Sustainment is a generic term for the prevention of tenancy breakdown or a 'failed tenancy'. Failed tenancies are a waste of resources, with each void property incurring significant costs. It can also be disastrous for the tenant who may end up homeless, back living with family and find it difficult to secure another tenancy.

We consider that a tenancy has 'failed' if it ends by:

- Eviction;
- Abandonment;
- Early termination (a tenancy which lasts under 12 months).

We recognise that there may be other less obvious reasons why people give up their tenancies such as domestic abuse and other forms of harassment. We also recognise that people may terminate their tenancy early for positive reasons such as finding a new job or moving in with their partner.

The cost of a failed tenancy can be high for both the tenant and ANCHO. Every failed tenancy represents:

- Rent loss during the time property is empty;
- Costs incurred associated with the re-letting of a property;
- In some cases, legal cost;

- Supplementary costs incurred by other agencies or authorities who subsequently take responsibility for accommodating the former tenant;
- The human cost to the person who again finds themselves in need of accommodation and may now have additional issues to overcome, such as former tenancy debt.

10.5 Identifying Risk

There are clear risk factors in identifying households at risk of not sustaining a tenancy. Staff will use a risk assessment matrix to help identify vulnerable tenants as part of their role. The following list from the assessment matrix is not exhaustive:

- | | |
|---------------------------------------|-----------------------------------|
| – Disabilities | – Leaving care |
| – Domestic violence | – Mental health issues |
| – Drug and alcohol addiction problems | – No established local networks |
| – Extreme youth or immaturity | – Older people with support needs |
| – Families with support needs | – Poverty / fuel poverty |
| – Learning difficulties | – Young parents |

Other causes of tenancy breakdown are:

- | | |
|--------------------------------------------------------|------------------------------------------------------------|
| – Allocations in unwanted areas | – Insufficient information sharing and partnership working |
| – Antisocial behaviour | – Isolation |
| – Debt problems | – Lack of support with resettlement and setting up home |
| – Dissatisfaction with property condition | |
| – Inability to secure adequate furniture and equipment | |

Tenancy sustainment is not a new concept for us, and our staff are increasingly experienced in assisting tenants to sustain their tenancies and preventing homelessness. This policy recognises that it is not currently our role to carry out detailed assessment of needs or to case manage tenants with specific needs, but that we must be proactive in signposting and referring tenants to agencies with the expertise to assist.

10.6 Prevention

Our allocations policy gives applicants as much choice as possible to minimise the risk of applicants accepting an inappropriate tenancy e.g. in area where they do not wish to be housed.

We carry out accompanied viewings to all of our empty properties. This provides an opportunity to explain the characteristics of the property and the local area, and for the prospective tenant to raise any concerns or issues. It also provides an opportunity to ensure that any support needs are identified and addressed to allow the tenant to move in and be able to live in the property.

All of our empty homes must meet our minimum re-let standard before they are relet. We may offer a decoration pack if the decoration of a void property is poor. We do not normally decorate empty homes.

We aim to ensure that our new tenants fully understand their tenancy obligations at the time of signing their tenancy agreement and highlight some of our key housing management policies which emphasise early intervention and prevention and adopt a customer centred approach.

We aim to carry out settling in visits within six weeks of the start of a tenancy. We will endeavour to carry out earlier and more frequent visits for those we identify as potentially vulnerable households. In addition, we aim to visit all our tenants at least once a year as part of the annual home visit programme and this plays a key part in identifying vulnerable tenants who present a risk of not sustaining a tenancy.

All information provided to applicants and tenants is in plain English, easy to understand and in a format suited to each individual. Our quarterly newsletter regularly includes information about support agencies and services.

Income maximisation has a key role in tenancy sustainment. To achieve this we can signpost tenants to welfare advice/income maximisation services to ensure maximum take up of benefits wherever possible by our tenants. We can also assist or signpost tenants with housing benefit problems.

We recognise the importance of arrears prevention and early intervention. We encourage tenants to seek help before debt becomes unmanageable and only consider eviction as a last resort.

10.7 Partnership Working

Partnership working is a key part of our approach to tenancy sustainment. We therefore work in partnership with a range of organisations skilled to provide the appropriate support to our tenants. For example, we work with relevant local authority departments such as homeless, housing and social work, tenancy support providers and the advocacy projects.

We work closely with local authorities and Police Scotland to minimise incidents of antisocial behaviour that can affect tenancy sustainment.

10.8 Tenancy Support

We will try to ensure that the required support is in place at the start of a new tenancy and will refer tenants to the appropriate support provider as issues are identified. For example:

- Make referrals to welfare advice/income maximisation services to assist tenants in making applications for Community Care Grants;
- Refer tenants to relevant local authority departments such as homeless, housing and social work;
- Make referrals to support providers and advocacy projects;
- Make referrals to relevant home energy advice agencies;
- Assist tenants in making a self-referral for medical adaptations.

10.9 Appeals

Refer to section 3.6 of the Customer Care policy.

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ANCHO Ltd is registered as a non-profit making Association under the Co-operative and Community Benefit Societies Act 2014 No.2559 R(S). The Association is governed under its Rule Book. The Association is a registered Scottish Charity with the charity number SC036082.

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