



VOID MANAGEMENT POLICY

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1. INTRODUCTION

- 1.1 A void property is defined as: -
- ‘One which is available for rent, but for which no current tenancy exists’.
- 1.2 There are different reasons why a property becomes void and therefore different categories by which voids are defined, e.g.: -
- tenant has terminated their tenancy and the property is awaiting re-let.
 - tenant has died and there is no-one to succeed to the tenancy.
 - property has been abandoned and/or is awaiting legal action to repossess.
 - tenant has been evicted.
 - property is awaiting re-development or undergoing other major works.
 - property is being held for decant purposes, or
 - it is a new-build property awaiting first let.
- 1.3 The procedures for dealing with different categories of voids may vary, but the Association will ensure that all properties are prepared for relet to our agreed minimum lettable standard.

2. AIMS & OBJECTIVES

- 2.1 To minimise void rental loss, by ensuring all properties are let as quickly as possible.
- 2.2 To ensure high levels of customer satisfaction with the delivery of our void service.
- 2.3 To ensure tenants leaving the Association or transferring within it fulfil their repair obligations prior to moving.
- 2.4 To ensure all staff are aware of their responsibilities in this area and encourage effective liaison between all parties involved in voids and relets and ensure that appropriate records and IT systems are being maintained.
- 2.5 To confirm the minimum standard at which the Association will allocate properties, whilst being aware and ensuring that spending on void properties is within budget.
- 2.6 To utilise good void management as a means of addressing housing need quickly, reducing end of tenancy arrears and recharges and encouraging community stability.
- 2.7 To enable effective monitoring of void turnover by using standard procedures and reporting mechanisms, setting clear targets, and benchmarking with other organisations.
- 2.8 To ensure Equality of Opportunity when managing voids and relets and that no person or group of persons is unfairly treated because of their race, ethnic or national origin, religion or religious beliefs, age, gender, sexuality or sexual orientation, disability including physical, learning, or mental health, appearance, marital status, people suffering from HIV, financial status or current residency status.

- 2.9 To ensure a framework of early indicators to identify low demand properties and the ability to provide a swift response by local initiatives.

3. LEGISLATION & GOOD PRACTICE

- 3.1 The Association is aware of the legal and regulatory requirements placed upon landlords and will ensure these are met within the terms of its void policy and procedures. We also seek to comply with good practice and performance standards.
- 3.2 The Scottish Social Housing Charter sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities, e.g.

Outcome 4: Quality of Housing

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

Outcome 5: Repairs, maintenance, and improvements

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

Outcome 6: Estate management, anti-social behaviour, neighbour nuisance and tenancy disputes':

"Tenants and other customers live in well-maintained neighbourhoods where they feel safe".

Outcome 11: Tenancy Sustainment

"Tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations".

Outcome 13: Value for Money

"Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay".

The policy will also comply with all other legislative requirements such as the Housing (Scotland) Acts 1987, 2001, 2010 & 2014.

Equality Act 2010 21.

Housing (Scotland) Act 2001

Housing (Scotland) Act 2010

Housing (Scotland) Act 2014

Homelessness etc. (Scotland) Act 2003

Data Protection Act 2018

General Data Protection Regulation 2018

Gas Safety (Installation and Use) Regulations 1998

Scottish Secure Tenants (Compensation for Improvements) Regulations 2002

The Control of Asbestos Regulations 2012.

Building (Scotland) Regulations 2004

The current edition of the Scottish Housing Quality Standard (SHQS)

4. VOID NOTICE AND RELET TARGETS

- 4.1 Tenants are required to give the Association, at least 28 days' notice of their intention to terminate their tenancy. As soon as the Association receives such notice, staff will commence the process of reallocating the property to a new tenant.
- 4.2 Each void will be inspected and an appropriate target date for relet will be identified. Target dates will be reviewed annually as part of the Key Performance Indicator Review and contract management arrangements.
- 4.3 Where the void is due to the death of a tenant, abandonment or repossession, and the statutory 28 days' notice has not been given, the Association will aim to re-let the property within 14 calendar days of the keys becoming available.
- 4.4 Where it is the first let of a new-build property, the Association will aim to secure an entry date on the same day as handover of keys from the contractor, but certainly within 3 working days.
- 4.5 Where a property is required for decant due to fire, flood, redevelopment, etc. the Association will apply discretion, but strive to keep the void period to a minimum.

5. TENANTS' RIGHTS AND RESPONSIBILITIES

- 5.1 The Association will ensure that tenants are made fully aware of their rights and responsibilities as regards to ending their tenancy, via the tenancy agreement, tenant's handbook, information given at sign-up, newsletters and via the Association's website. Copies of the tenants' handbook and of current newsletters will also be available to view or download from the Association's website.
- 5.2 Prior to leaving, tenants will be provided with a checklist of information as regards to the statutory notice of termination, their Right to Compensation for Improvements (if appropriate) and their responsibilities regarding rent, repairs, condition of the property, keys, etc. A copy of the Tenancy End Checklist will also be given for information at the inspection visit following receipt of an internal transfer application.
- 5.3 The Association will normally expect outgoing tenants to allow access for routine inspections and accompanied viewings prior to their moving, unless there are specific circumstances that prevent this.
- 5.4 Where rechargeable repairs and/or unauthorised alterations that require to be reinstated have been identified, tenants will be advised to attend to them prior to the termination date, or the Association may carry them out and recharge the tenant.

6. INSPECTIONS

- 6.1. Pre-termination inspections will be carried out with the outgoing tenant present. The purpose of the pre termination inspection is to ascertain the general condition of the property, advise the tenant what is required to end the tenancy satisfactorily and to

notify them of their rights and responsibilities at the end of tenancy. This should be carried out within 3 working days of the notice of termination to allow adequate time for the outgoing tenant to rectify any issues identified.

- 6.2 For Internal Transfer or Mutual Exchange applicants, this work need only be carried out by the outgoing tenant if the transfer or exchange is to be approved subject only to completion of any alterations or repairs.
- 6.3 The Pre-termination inspection will enable the Association to make arrangements with the outgoing tenant for the prospective tenants to view the property prior to their departure
- 6.4 The Pre-termination inspection will also allow the Association to confirm the following issues prior to the tenancy ending:
 - Advise tenant(s) of rent arrears and/or rechargeable repairs.
 - Request that the tenant provides details of their current utility companies and clears any debts.
 - Discuss arrangements for access to carry out repair work, prior to termination, if possible.
 - Identify any repairs/alterations outgoing tenant needs to make to avoid recharges.
 - Identify whether tenant qualifies for the new incentive scheme??
 - Obtain feedback, including reasons for leaving.
- 6.5 Once the Association receives keys to a void property a void inspection will be undertaken. This inspection will align to the Lettable Standards and will confirm the target date for completion of void works.
- 6.6 All voids will be post-inspected on completion of void works. No prospective tenant should sign up for a new tenancy unless the property has been checked and passed as lettable by the appropriate staff.

7. BEREAVEMENT

- 7.1 Where the tenant has died the tenancy will terminate on the date of death and any succession to that tenancy will start from the day after the date of death.
- 7.2 Where there is no successor to the tenancy, formal notice will not apply. The Association will normally allow the next of kin up to 14 calendar days to clear the property and will bear the void rent loss for this period. Depending on the circumstances, the 'clearance' period may be open to discretion. The date when the keys are handed back to the Association will be treated as the void date, i.e., the point at which the property will be considered available for let, subject to the usual maintenance checks. However, the Association will have discretion to claim the tenant's estate for any arrears of rent accumulated prior to the tenant's death, should this be deemed appropriate.
- 7.2 The Association will also have discretion to levy an occupancy charge against any next of kin or other person who has no entitlement to the tenancy but fails to remove themselves or any belongings from the property, or to hand over the keys within a reasonable period.

- 7.3 The Association will aim to re-let the property within 14 calendar days of the keys being handed in, except in extreme cases, e.g., where there is no next of kin.
- 7.4 Where no next of kin comes forward to act on behalf of the tenant, the Association will endeavour to trace them via any contacts, neighbours, social services, etc. so that the legal situation can be established.
- 7.5 If the person dies intestate (no will and no traceable next of kin), the estate (i.e., cash, shares, pension, belongings, etc.), is claimed for the Crown by the QLTR (Queen's and Lord Treasurer's Remembrancer) as Ultimus Haeres (last heir). The Association will notify the National Ultimus Haeres Unit of the death and of all belongings left in the property and await their advice on what is to be done. (See Appendix 2)

8. ABANDONMENT

- 8.1 Where the Association has reasonable grounds for believing a property has been abandoned and has conducted investigations to satisfy this belief, the statutory abandonment procedures will be carried out and notices served in accordance with Sections 18 & 20 of the Housing (Scotland) Act 2001.
- 8.2 If the tenant fails to collect their belongings by the repossession date, the Association will record all items left, generally by taking photographs and recording an inventory then dispose of these items. If their value exceeds the cost of storing them plus any arrears of rent or outstanding rechargeable repairs, the goods will be stored for up to 6 months before disposal. In exceptional circumstances a value report may be carried out by the Sheriff Officer to determine the value of goods left behind in the property.
- 8.3 Where a tenant has left their property and has presented as homeless to the Council, the Association will liaise with both parties to ensure removal by the termination date. Where furniture remains in the property after the termination date, the Association will notify both parties of the urgent need to remove it by an agreed date otherwise procedures at 8.2 above will ensue.

9. SAFETY AND SECURITY

- 9.1 The Association will take reasonable steps to ensure that all void properties are kept both safe and secure. Where a property is likely to be void for some time, and/or considered to be in a vulnerable condition, security measures such as metal or wooden boarding of windows and/or doors may be used.
- 9.2 In the case of new build development voids or properties undergoing major works, fixed measures of security, e.g., 'boarding', signage and metal fences will generally be used and/or security personnel employed.
- 9.3 Where properties are void during the winter months, additional precautions may be taken, e.g., regular inspections, draining down of pipes and heating systems or maintaining heating at frost settings, as appropriate.

- 9.4 The health and safety of staff and incoming tenants is paramount when viewing or inspecting void properties, therefore precautionary measures must be always taken, e.g., development voids should only be visited if deemed safe by the on-site contractor and clerk of works, and/or where proper safety equipment has been provided and staff are accompanied by a representative of the on-site contractor.
- 9.5 Staff should always carry mobile phones with in-built tracking systems, eg: Guardian 24 or equivalent and should arrange all inspections and viewings of void properties in daylight hours. Inspections may be carried out by 2 members of staff, where practicable or considered necessary, to enable a housing management/maintenance perspective on the extent of works that may be required. All viewings involving prospective tenants must be accompanied by at least one member of staff.

10. ALLOCATION ISSUES

- 10.1 The Association participates in a common housing register (CHR) and a common allocations policy with 3 other EHRA landlords. We will maintain up-to-date waiting-lists and identify prospective tenants as soon as possible after notice of a void is received, to ensure housing need is addressed quickly and rental loss minimised.
- 10.2 Void properties are mainly allocated from the waiting list however the Association may also allocate in liaison with other agencies such as the Council, Health and Social Care Partnership or support agencies.
- 10.3 Properties which have been previously adapted, or purpose built for wheelchair users should be assessed for the suitability of another person with similar requirements. Where there are no suitable applicants on the waiting-list, such properties should be re-let with the adaptations in place and only removed in exceptional circumstances, e.g., where the adaptation has reached the end of its useful life. Where the adaptation is in good working order, e.g., a level access shower, the Association would not remove it, but may allow the incoming tenant to apply for alterations permission to remove it themselves and replace with a bath if that is their choice.
- 10.4 Where possible and appropriate, properties will be pre-let via accompanied viewings while the outgoing tenant is still in situ, to minimise void periods. While the Association is keen to assist incoming and outgoing tenants wishing to pass on items of furniture or flooring, we must also ensure that health and safety issues are not breached, and the Association has no liability for any such agreements by tenants.
- 10.5 The use of standard forms and recording procedures, as well as the operation of a minimum lettable standard will ensure fairness and accountability in void management and provide clear records for monitoring purposes.
- 10.6 Formal offers of housing and accompanied viewings will provide prospective tenants with as much information about the property and surrounding neighbourhood, e.g., local social media accounts for the community, schools, shopping, health centres, etc. to help reduce refusal rates.
- 10.7 All prospective tenants will be reminded that rent is due monthly in advance, and they will be expected to pay a month's rent in advance at the point of accepting a tenancy. Senior Management of the Association may apply discretion for prospective tenants with extreme housing need or significant vulnerabilities.

- 10.8 The Association also operates a 'registration of interest' arrangement for properties where there is low demand or there has previously been refusals, to allow for multiple applicants to be invited to express an interest and collectively view one property, thus minimising any delays that may otherwise arise from a high refusal rate.
- 10.9 Staff will collectively ensure effective estate and tenancy management to minimise the risk of low demand properties or areas in general. Officers will also be able to use their discretion to offer lettings incentives where considered appropriate. These incentives will generally take the form of a decoration voucher for a designated décor only outlet, to a maximum equivalent of one month's rent charge, to ensure the amount can be easily accounted for and used for the purpose intended.
- 10.10 Outgoing tenants' reasons for leaving, together with reasons for refusals of offers of housing will be monitored to highlight any recurrent problems of estate management, maintenance, anti-social behaviour or other external factors.

11. TENANCY SUSTAINMENT

- 11.1 There are occasions when a tenants feel unable to continue with the tenancy despite this being their preferred option. As such, we have a range of measures in place to maximise tenancy sustainment for all of our tenants. This approach not only aims to reduce the number of failed tenancies and subsequent void properties, but also seeks to minimise the risk of potential homelessness.
- 11.2 The Association will be mindful of households likely to abandon their property, particularly those with rent arrears, those facing legal action, first time tenants, and vulnerable people. Whenever possible we will offer financial advice and other support to tenants who are at risk of tenancy failure to increase tenancy sustainability.
- 11.3 We will seek to minimize unnecessary voids through our Tenancy Sustainment procedures, through effective housing management, by supporting tenants with financial inclusion advice relating to benefits, debt or budgeting, by the installation of adaptations so that tenants with particular needs can remain in their home, or by signposting tenants to the relevant resources for the provision of housing support.
- 11.4 Every new tenant signing up will be offered an appointment with the Associations Welfare Rights Officer as soon as possible. This appointment can help with amendments to housing benefit, changing housing costs on UC, applying to the Scottish Welfare Fund and helping set up Council Tax accounts.
- 11.5 All new tenants will receive a new tenant visit within 6 weeks of their date of entry. This visit is to ensure the new tenant has settled in well and identify any early issues.

12. PERFORMANCE MONITORING AND REPORTING

- 12.1 The Association's Tenant Participation Policy describes the wide range of methods that we use to consult with our tenants and other service users. Examples include consultation in writing, general meetings, open days, focus groups etc.

- 12.2 We will collect feedback from our new tenants about their satisfaction with the application process, offer management and the void property at the start of their tenancy and through subsequent settling in visits. We will review and respond to any comments and complaints from our tenants and use these to improve our service delivery.
- 12.3 Quarterly reports will be provided to the Property Services Sub-Committee detailing: -
- total and average re-let times against targets for all properties.
 - termination reasons and trend analysis
 - numbers of offers made and number refused.
 - total and average maintenance costs due to voids
 - quarterly, cumulative and annual void rental loss against targets
 - benchmarking reports via the ARC (Annual Reporting on the Charter) returns to the SHR (Scottish Housing Regulator)
- 12.3 Annual review of performance targets and indicators will assist in achieving effective void management, while allowing year on year comparisons to be made.
- 12.4 Regular benchmarking with other organisations will be actively enabled through the SHN (Scotland's Housing Network) benchmarking returns, customised online reporting mechanisms and regular practice exchange forums, as well as via comparison with the ARC statistics as reported by the SHR (Scottish Housing Regulator) and by SHN.
- 12.5 Internal and external auditors will also carry out independent reviews of all policies and procedures on a regular basis and make recommendations to the Association.
- 12.6 The outcomes of all monitoring measures will form an integral part of any policy and procedural reviews.

13. THE ROLE OF THE COMMITTEE

- 13.1 The Role of the Committee in the management of voids will be to: -
- agree and review the policy
 - agree and review the format and content of quarterly reports
 - monitoring outcomes of the policy through reports
 - considering complaints via the complaints process
- 13.2 All information provided to Committee will be in a form where confidentiality and anonymity of tenants or prospective tenants is retained.

14. CONFIDENTIALITY AND DATA PROTECTION

- 14.1 The Association will ensure that we meet the requirements of the General Data Protection Regulation 2018.

15. COMPLAINTS

15.1 The Association has a separate Complaints Policy which would consider complaints regarding the provision or standard of service or response, in regard to: -

- the outcome of a policy
- the treatment or attitude by a staff member
- how the tenant/applicant has been dealt with

15.2 Copies of the Complaints Policy are available from the Association's website and from the office on request. Anyone who remains dissatisfied after following the Association's Complaints Policy will be advised that they have final recourse to the Scottish Public Services Ombudsman, information leaflets for which are also available from the Association's office.

16. POLICY REVIEW

16.1 This Policy and related procedures will be reviewed three years from the date of approval, or earlier should the need arise to reflect changing circumstances, amendments to legislation or to good practice standards.

17. LINKS TO OTHER POLICIES AND PROCEDURES

The Void Management Policy has direct links to the following other policies and the content should be cross referenced with these documents.

- Allocations Policy.
- Reactive Maintenance Policy.
- Arrears policy
- Abandonment Policy
- Asset Management Policy
- Tenancy sustainment
- Tenant participation

17. APPENDIX 1 - MINIMUM LETTABLE STANDARD

1. GENERAL CLEANING / CLEARANCE

- 1.1 All fixtures and fittings should be in a reasonable condition.
- 1.2 Décor is the incoming tenant's responsibility, but where it is considered particularly poor and in need of extensive upgrade, an incentive by way of a decoration voucher may be offered on a per room basis, up to a maximum equivalent of one month's rent, at the discretion of the PSO or the SHO, where appropriate.

- 1.3 Property, including any loft space, cellar and drying area (where appropriate) should be clear of furniture, floor coverings, rubbish and all tenants' effects.

The Association will carry out a domestic clean i.e. sweep and mop floors, vacuum and wash down kitchen surfaces and sanitary ware, where considered necessary. The PSO's will note whether a general, deep or specialist clean is required.

General Cleans will consist of all fixtures and fittings being free of all dirt and grime.

A deep clean will consist of a general clean with additional emphasis on a particular area which will be specified by staff beforehand.

A specialist clean will consist of cleaning all fixtures and fittings as well as cleaning of all woodwork i.e.: skirtings, facings and doors.

- 1.4 In addition and to mitigate any increased potential risk associated with legionella, the Association will ensure that cleaners thoroughly flush all taps and clean and disinfect all shower heads in every void property.
- 1.5 Garden areas where appropriate, will be clear of all rubbish, toys and other household items and will be in a tidy condition. A one-off cut maybe carried out in the growing season if required. Out with the season, a one-off cut will be carried out at the earliest opportunity. All fencing (where appropriate) will be checked to ensure its good condition.

2. JOINERY

- 2.1 All windows will be fully operational and checked for safety. Window catches will be serviced and repaired or replaced where necessary. Broken or cracked glass or glazing units will be replaced.
- 2.2 External doors will be in a lockable and secure condition. All entrance doors will have a letterbox and back flap and will have at least one lock replaced for security purposes. A minimum of 2 keys per lock will be issued.

If a flat entrance door leading to an escape stairway / corridor requires to be replaced, a door with a minimum of 60 minute protection against fire (FD60) should be installed to meet the current fire regulations, as well as smoke seals with a

threshold gap set at no more than 3mm. (This would only apply to replacement flat entrance doors leading to individual flats within a tenement building, not to all flat entrance doors, as the fire regulations are not retrospective.)

- 2.3 Internal doors should be in working order and fitted with handles and catches. Where required, door closers will be fitted to meet fire resistance requirements. All bathroom doors will be fitted with a working lock. Where doors are particularly badly damaged or old, they may be repaired or replaced, at the discretion of the Property Services Officer.
- 2.4 All missing or badly damaged floorboards and skirtings will be re-secured and repaired or may be replaced (only where beyond repair). Where laminate flooring has been left by the outgoing tenant, this will generally be removed, unless the incoming tenant has specifically requested otherwise, in which case they will accept full liability for its future maintenance and will sign a disclaimer to this effect. Vinyl flooring in kitchens and bathrooms may be left in place if in good condition.
 - 2.4.1 Kitchen units and worktops should be in a workable condition and free from misuse. Damaged worktops because of burning or cutting will only be replaced where they are beyond repair and/or deemed a health and safety issue by the PSO or SPSO.
 - 2.4.2 Any bedroom which has fitted wardrobes will have a hanging rail and functioning door.

3. ELECTRICAL

- 3.1 All electrics will be checked by a qualified electrician and an Electrical Inspection Certificate issued. Any non-standard fittings or alterations to the electric system that have clearly been undertaken by the tenant will be removed unless they have been checked and found to fully comply with the current safety standards.
- 3.2 All electric showers will be checked as standard to ensure they are in good condition and operational. Where an electric shower not installed by the Association is left in the property, this will be subject to the standard health and safety inspections and will only be left where it is of an acceptable standard, otherwise it will be removed and replaced with a mixer shower or a new electric shower where deemed appropriate.
- 3.3 Where the property has electric storage heating, this will be replaced with full gas central heating. Any electric or other portable fires in properties will be removed.
- 3.4 At least one smoke detector (mains detector or long life (10 year) battery detector) will be installed in the living room and in every circulation space on each storey, e.g. hallways, enclosed balconies and landings, plus at least one heat alarm to be installed in every kitchen. All alarms to be ceiling mounted and interlinked. A carbon monoxide detector will also be required in all homes. These will be checked and tested, with batteries or full units being replaced as necessary.
- 3.5 Electrical supply to the property must be reinstated if required.

4. PLUMBING

- 4.1 A qualified plumber will be asked to check all voids to ensure the hot and cold services, waste and drainage are sound and free from leaks, hot water systems are in good working order and system controls meet safe limits.
- 4.2 Where any dead legs are identified in the plumbing system, they will be removed, where practicable. Shower heads will also be checked and replaced where necessary.
- 4.3 Sanitary ware should be of a serviceable condition and will only be replaced where considered irreparable. Minor scratches or chips will be repaired. Shower curtains will be replaced and all plugs and chains fitted if missing or broken.
- 4.4 Properties should have auto-washer service connections and waste and gas pipes should be capped where appropriate.
- 4.5 Plumbing systems in void properties should be drained down, or the heating left at the frost setting, where the void period is long and the weather conditions extreme.

5. GAS INSTALLATION

- 5.1 Gas installations and appliances should have been serviced within the last 12 months and have a current Landlords Safety Certificate. However, a further gas safety check will be undertaken and a copy of the compliance certificate issued to the tenant.
- 5.2 Where the property has a gas fired back boiler system, this will be replaced with a more efficient combination boiler, higher output radiators and all associated pipework.
- 5.3 Gas supply to the property must be reinstated, if required.

6. CERAMIC TILING AND PLASTERWORK

- 6.1 Only ceramic tiling or wet wall panels provided by the Association will be repaired or replaced. Tiling will generally cover splashback only above kitchen units and sink and above bath and wash-hand basin. Full height tiling or wet wall panels will only be present where a shower over bath has been fitted or a medically adapted level access shower or wet floor area. Tiling will only be repaired or replaced where they are loose, broken or missing, i.e. not where only minor cracks or chips are present. Wet wall panels will be repaired where practicable and will only be replaced where they are badly damaged and/or beyond economical repair.
- 6.2 Any tiling or wet wall panels present that are out-with the areas mentioned at 6.1 above will be deemed as décor and will be the incoming tenant's responsibility.
- 6.3 Small plaster cracks, chips, small gaps around door facings and skirtings and holes from picture hooks, etc, will be deemed as décor and the incoming tenant's responsibility.
- 6.4 Large sections of plaster cracking and/or where the surface is badly broken, crumbling and loose will be repaired as necessary. Ames taping will be replaced where it is defective, but not if it is only visible.

7. T.V. AERIAL

- 7.1 Where a communal system is in place, the connection should be in order.
- 7.2 The Association will not be responsible for supplying T.V. leads.

8. DOOR ENTRY SYSTEM

- 8.1 Both close door and individual handset to be in working order and a minimum of 2 fobs (or keys, where appropriate) to be provided to the incoming tenant.

9. DECORATION

- 9.1 The internal decoration is the responsibility of the tenant.
- 9.2 Where wall coverings are particularly badly damaged or difficult to cover a decoration allowance may be offered at the discretion of the Property Services Officer. Where such an incentive is offered, this will be on a per room basis, up to a maximum equivalent of one month's rent and paid by way of a decoration voucher from a designated décor only outlet.
- 9.3 Where textured coatings are present within the property, e.g., artex, a sample will be checked for health and safety reasons and removed by a qualified contractor, if found to be necessary. Where no asbestos is detected, the coating will be treated as décor. The Association has an Asbestos Register which should be consulted prior to any intrusive works and updated accordingly. If Artex design is deemed to be "excessive" then consideration will be given to removing this and making good.
- 9.4 In exceptional circumstances, where the condition of decor is deemed to be so bad as to affect the likelihood of anyone accepting the property, e.g., offensive graffiti is present, unsightly decorative panels fitted or the property is in a serious state of uncleanliness, the Association may remove the coverings or offensive graffiti and leave the walls ready for decoration.

10. MEDICAL ADAPTATIONS

- 10.1 All medical adaptations will be inspected to ensure they are fully operational, in a satisfactory condition and meet the needs of the incoming tenant, where appropriate.

(Cross Ref: Policy Clause 10.3)

- 10.2 Adaptations should only be removed by the Association in exceptional circumstances, e.g., where the adaptation has reached the end of its useful life. Where the adaptation is in good working order, (e.g., a level-access shower), the Association would not remove it, but may allow the incoming tenant to apply for alterations permission to remove it themselves and replace with a bath if that is their choice. In such circumstances, it will be made clear to the incoming tenant that the property is accepted in its present condition, and it would be their responsibility to make application and pay for any alterations, not the Association's.

11. MISCELLANEOUS

- 11.1 Where the outgoing tenant has left any unwanted items of furniture, flooring, white goods or other bulk refuse or general belongings, within the property, this will be removed by the Association and the former tenant charged accordingly. This is subject to the undernoted clauses.
- 11.2 Where an incoming tenant (on viewing a property), agrees with the outgoing tenant that any item of furniture, floor coverings or general knickknacks, be left in the property for their use, the incoming tenant must sign a disclaimer to the effect that they are accepting full liability for any future maintenance and/or disposal of said items. All cookers will be removed from the property and services safely capped.
- 11.3 Where an incoming tenant views a property after the outgoing tenant has left (e.g., in case of abandonment or death of tenant) and specifically requests that any item of furniture, floorcoverings or general knickknacks be left in the property for their use, they must sign a disclaimer to that effect, accepting full liability for any future maintenance and/or disposal of said items.
- 11.4 Apart from electric showers and non-standard light fittings, which are deemed to meet the current electrical regulations, as per Clause 3.2 above, all other electrical appliances and white goods must be disconnected and removed by the outgoing tenant. Where these are left in the property at the void stage they will be disconnected and removed from the property by the Association, the cost of which will be recharged to the outgoing tenant.

18. APPENDIX 2 - FURTHER INFORMATION & ADVICE ON THE DEATH OF A TENANT

Ultimus Haeres

Where a person dies intestate (i.e. does not leave a Will) and either has no spouse, civil partner or blood relative or none who can be easily traced, the estate both moveable and heritable (i.e. cash, shares, pension etc and land or buildings), is claimed for the Crown by the QLTR as Ultimus Haeres (last heir). Those assets are ingathered by the QLTR Office and, after the deceased person's debts including the funeral account have been paid, the remainder falls to the QLTR. As explained below, however, heirs often do later appear and, provided they prove relationship, the net assets of the estate can be paid to them.

Where there has been a death and there is apparently no spouse, civil partner or blood relatives, the death should be reported immediately to the National Ultimus Haeres Unit. The contact details for the National Ultimus Haeres Unit are as follows:

National Ultimus Haeres Unit

Procurator Fiscals Office

10 Ballater Street

Glasgow

G5 9PS

Telephone number - 0844 561 4846

Email - _NationalUltimusHaeresUnit@copfs.gsi.gov.uk (link sends e-mail)

The National Ultimus Haeres Unit (NUHU), makes preliminary enquiries to check whether there is a Will or known spouse, civil partner or blood relatives. The Unit - often in co-operation with the Local Authority's Legal or Housing or Social Work Department - may therefore visit the house and have a word with neighbours. Relevant papers, bank and building society passbooks, rent and pension books, driving and TV licences, passport, personal address book etc. are collected and forwarded to the QLTR Office with a completed F8 (Statement of Particulars) which gives written details of the deceased person (such as age, parents' names). Essentially the form gives as much background information as may be known about the dead person and lists known assets and debts. On receipt of a potential UH estate for investigation, NUHU add the details of the estate to their list of estates under investigation, to allow an entitled person to claim it. NB: their list is hosted on the QLTR website.

When the QLTR office receives a UH estate from NUHU, the details of the estate are added to the QLTR website. We will not normally commence administration for 12 weeks after an estate is reported to us by NUHU to give a further opportunity for an entitled person to claim the estate before our administration commences. Once administration of an estate has commenced it will be administered to conclusion (and the appropriate fee charged), even if a relative appears in the course of that work. It is only on completion of administration of an estate that the QLTR is able to add the net value of the estate and move the estate onto their unclaimed estates list. The estates of these people are advertised on the website as "having fallen to the Crown", but in fact the great majority will subsequently be paid to blood relatives on production of a document known as Confirmation. Genealogists on their own initiative may have traced the nearest blood relative and drawn the advertisement to his or her attention.