



Tenancy Management Policy

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1. Policy statement

- 1.1 This policy relates to mid-market rent properties owned and managed by West of Scotland Housing Association (WSHA) and Westscot Living (WL). WL employs WSHA as an 'agent' to supply mid-market rent housing services for properties owned by WSHA and leased to WL.
- 1.2 West of Scotland Housing Association (WSHA) is committed to providing an effective and efficient tenancy management service that reflects best practice, complies with legislation, and protects the rights of our tenants.
- 1.3 The purpose of this policy is to set out a framework for the management of tenancies not covered in other policies such as the Anti-social Behaviour and Estate Management Policies. It covers the guiding principles related to the management of a tenancy from sign-up through to termination, including areas such as assignation and sub-letting to permission requests and succession of tenancy.

2. Roles and responsibilities

- 2.1 The Director of Housing & Community Services is responsible for ensuring adoption of, and adherence to, this policy.
- 2.2 The Housing Manager is responsible for:
 - ensuring that this policy is implemented by their staff;
 - associated procedures relevant to the operation of tenancy management;
 - ensuring that staff are designated to deal with tenancy management;
 - and monitoring the systems and practices at local levels in terms of tenancy management, ensuring there is a consistent and fair approach.

3. References and sources

- 3.1 The following legislation, references and sources are relevant to the development and delivery of this policy and associated procedure:
 - [Data Protection Act 1998 and the General Data Protection Regulation](#) set out obligations relating to the control and management of personal information.
 - [Equality Act 2010](#) consolidates existing legislation and makes it unlawful to discriminate in the provision of services based on age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation.
 - [Homelessness etc. \(Scotland\) Act 2003](#) duty to notify local authority of eviction proceedings.

- [Letting Agent Code of Practice](#) sets out the standards expected of letting agents operating in Scotland;
- [Private Housing \(Tenancies\) \(Scotland\) Act 2016](#) details a tenant's rights to a written tenancy agreement along with associated rights including security of tenure, rent setting, termination of tenancy, succession rights and eviction grounds;
- [SAL Factsheet: Dealing with a change of tenant on a PRT tenancy 2023](#);
- [SAL Factsheet: Death of a tenant 2023](#);
- [SAL Factsheet: The First-tier Tribunal for Scotland \(Housing and Property Chamber\) 2023](#)
- WL Allocations Policy;
- WL Private Residential Tenancy (PRT).

4. Equalities

4.1 We will not unlawfully discriminate against any person within the protected characteristic groups as contained within the Equality Act 2010. To ensure equal access to the information contained in this policy for all, we are happy to provide copies in Braille, in larger print, translated into other languages or on tape upon request and where practicable.

4.2 WL will seek to ensure that tenancies are managed in a manner that is fair to all sections of the community regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, or sexual orientation.

4.3 Although not a social landlord, WL will adhere to Outcome 1 of the Scottish Social Housing Charter (Equalities):

‘... Landlords perform in all aspects of their housing services so that every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services’.

5. Consultation

5.1 At the time of writing, there are no MMR tenants or applicants to consult with. However, the policy was circulated to the Tenants Action Group (TAG) for information.

6. Monitoring and compliance

6.1 This policy will be monitored on a regular basis to ensure that the content remains compliant with legislation and reflects best practice. Audits may take place if commissioned by the Director of Housing & Community Services to ensure there is consistent practice and adoption of the policy principles.

6.2 **Period of review**

- 6.2.1 Until a new policy is formally adopted this document will remain in force and operational.
- 6.2.2 This policy will be reviewed in accordance with the policy review programme agreed by the Corporate Management Team (CMT).
- 6.2.3 If there are significant changes to legislation or regulation or there are found to be deficiencies or failures in this policy, as a result of complaints or findings from any independent organisations, the Director of Housing & Community Services will initiate an immediate review.
- 6.2.4 Where appropriate, key stakeholders such as tenants and interested parties will be consulted as part of any review of this policy.

7. **Approval**

- 7.1 This policy is approved by the Board of WL.

8. Operational arrangements

8.1 Tenancy Changes

- 8.1.1 Unless required by law, we will only agree to tenancy changes taking place if this is considered to be in our best interests, in the best interests of our tenants and where relevant in the best interests of any new tenant.
- 8.1.2 We will not unreasonably withhold consent to requests for tenancy changes as long as the appropriate criteria are met. Any decision to refuse or accept an application for a tenancy change will be made by the Housing Officer or Team Leader or person of at least equivalent seniority.
- 8.1.3 The Team Leader or Housing Manager also has the discretion to refuse an application for reasons other than those set out specifically in this policy. The key principle to apply when deciding if the application should be refused is whether the refusal is reasonable.
- 8.1.4 Applications for tenancy changes may be refused if they would lead to overcrowding or under-occupation. Any decision on overcrowding will be made with reference to the criteria set out in the Housing (Scotland) Act 1987. Any decision on under-occupation will be made primarily with reference to the WL Allocations Policy.

9. Joint to Sole Tenancy

- 9.1 The legislation governing PRTs does not allow for one joint tenant to terminate the tenancy or terminate their share of the tenancy. Therefore, if one joint tenant wishes to terminate, all joint tenants are required to give notice and end the tenancy.
- 9.2 Where at least one tenant wishes to remain, we will offer the remaining tenants a new tenancy if all the tenants provide formal notice. Sometimes the tenants who want to stay on will find a new person to share with. If this is the case then we will carry out the same pre-tenancy checks as noted in the WL Allocation Policy before a new tenancy is offered. In this instance a new PRT with the remaining tenant must be issued.
- 9.3 There are times, such as where there has been domestic violence, where a court can make an exclusion order or order the transfer of a joint tenancy into the name of one tenant, or a tenancy in the name of one partner into the name of the other. This is under the Matrimonial Homes (Family Protection) (Scotland) Act 1981. If a tenant needs advice about this, they could contact one of the advice groups listed in the PRT or Scottish Women's Aid (<http://womensaid.scot>)
- 9.4 In the event of a joint tenant being replaced by a new tenant, a partial deposit will usually be returned to the outgoing tenant (unless deductions are required). When

making the offer of a new tenancy to remaining tenants it will be conditional on the deposit being reinstated by the same amount that is being returned to the outgoing tenant. This amount should be added to the deposit scheme account within 30 working days of the start date of the new tenancy.

- 9.5 We will speak to the deposit scheme provider (currently SafeDeposits Scotland) about their change of tenant facility. A new regulation 42 notice should also be issued to all tenants on the new tenancy within 30 working days of the start date of the new tenancy.

10. Sole to Joint Tenancy

- 10.1 An individual can apply to become a joint tenant provided the property is to be their only or principal home.
- 10.2 The proposed joint tenant must apply in writing for approval. The joint applicant(s) income will be calculated as a 'household', combining the salaries of all proposed tenants who wish to be on the tenancy agreement. The total income must not be outwith the maximum and minimum income threshold set out in the WL Allocation Policy.
- 10.3 The Housing Manager can exercise discretion for joint applicants who individually do not meet the minimum income threshold, but whose total household income, including the other joint applicant's salary, will ensure the minimum income criteria is exceeded.
- 10.4 If a joint tenancy is approved, we will follow the same process for adding joint tenants noted in section 9 above, in terms of a new tenancy and deposit requirements.

11. Lodgers & Sub-letting

- 11.1 Lodger is the term normally used to describe a person who pays a fee in return for a room in a tenant's house. For many tenants, for example those who are affected by the under occupancy deduction, taking in a lodger is an important way to help meet their housing costs.
- 11.2 Subletting is the term normally used to describe a situation where a tenant moves out of their home and rents out the whole of their home to a subtenant. Subletting a property can be a valuable way for tenants to retain their tenancy when they have a temporary change in circumstances, such as short term employment in another area.
- 11.3 A tenant may also give a person the right to occupy their property or part of their property without charging a fee. In this situation, the principles applying to applications to sublet and to take in a lodger will not apply.

11.4 Family members are not normally considered to be lodgers. Tenants must however inform WL if a family member or other household member is moving into the property.

11.5 Applications and consent

11.5.1 Requests to take in a lodger or to sublet must be submitted in writing by the tenant and replied to in writing within one month. The tenant must complete an application form which will include:

- the details of the proposed changes including who the tenant wants to sub-let to or take as a lodger; and
- the amount of rent and any other payments (including a deposit) the tenant proposes charging (if any) to the sub-letter or lodger; and the date and the tenancy/occupancy terms on which the tenant wants the sub-letting or lodging arrangement to take place. As a condition of us giving permission, WL will require that the tenant provides the lodger(s) and sub-lessees with a written agreement and that the terms of this agreement must be deemed acceptable to WL.

11.5.2 If a tenant wishes to sublet all or part of the house, the house must have been the tenant's only or principal home for at least 12 months immediately before the date that the written request to sublet the house to someone else is received by WL.

11.5.3 If the person seeking approval for a sublet was not the tenant throughout that period, the house must have been their only or principal home during those 12 months and the tenant of the house at the time the notice was given must have told WL that they were living there as their only or principal home.

11.5.4 The length of time that the person who wants to sublet all or part of the house has been living in the house starts from the date WL are notified that the person is living in the house as their only or principal home.

11.5.5 WL may refuse consent if there are reasonable grounds to do so. The following are grounds under which an application for taking in a lodger may be refused:

- the tenant is not planning to use the property as their only or principal home in the future;
- the tenant or subtenant has been issued with a Notice to Leave and the notice is still effective;
- an order for recovery possession has already been made on the tenant or subtenant;
- the tenant has rent arrears or other tenancy related debt;
- the subtenant has tenancy related debt owed to WL or WSHA;
- the tenant has breached the terms of their current tenancy, for example through the condition of their property;
- there is an existing Anti-Social Behaviour Order against the tenant, member of the tenant's household, or the lodger;

- the rent and /or deposit to be charged to the subtenant is not reasonable;
- the subtenant does not have the necessary support in place;
- the application would lead to statutory overcrowding;
- under-occupation would be exacerbated by, or result from, the application;
- WL has plans to carry out work to the house or building which would affect the accommodation;
- any other reason which the member of staff making a decision on the application considers reasonable.
- WL has not received notification that the relevant person has been living in the house as their only or principal home;
- The tenant making the application has not been living in the house for the required 12-month period;
- The duration of the sub-let exceeds six months.

11.5.6 Any decision on overcrowding will be made with reference to the criteria set out in the Housing (Scotland) Act 1987 and the Housing (Scotland) Act 2014. Any decision on under-occupation will be made primarily with reference to the WL Allocations Policy.

11.5.7 The rent WL charge the tenant should be used as a guide of what is reasonable and the proposed charge to the subtenant should not greatly exceed this amount. Similarly, the deposit should not greatly exceed six weeks rent for the house. Housing Benefit guidelines on Indicative Rent Levels may also be considered when determining what a reasonable rent is. The following factors will also be taken into consideration when deciding if the rent charged to a lodger is reasonable.

- the extent of the accommodation being made available for the lodger's exclusive use;
- the amenities that will be shared with other members of the household;
- arrangements for the payment of utilities such as gas, electricity, phone etc; and
- the services being provided as part of the lodging or sub-tenancy agreement.

11.5.8 Permission to have a lodger or to sublet can be revoked if it is reasonable to do so, for example if there has been a breach of tenancy conditions. If permission is revoked WL will write to inform the tenant and lodger/subtenant of the reason and set out the right for the tenant to appeal against the decision.

11.6 Rent Arrears

11.6.1 WL may refuse an application where the tenant, subtenant or lodger owes rent arrears or other tenancy related debt. However, in certain circumstances WL may approve an application, particularly if the new arrangement is likely to improve the prospects of the parties involved reducing their arrears or tenancy related debt.

11.7 Conditions of consent

11.7.1 Any approval of an application to take in a lodger or to sublet will be given on the following conditions:

- the lodger or subtenant is registered at the address for the purposes of Council Tax;
- all benefit applications for tenants, lodgers and subtenants are amended to reflect the new living arrangements; and
- permission is given only for the proposed lodgers or subtenants named on the application form.

11.7.2 In cases where six months has passed for subtenants occupying an entire property, a decision will be made on whether or not to extend permission, and further review carried out every six months thereafter. WL will not normally allow a sub-tenancy to continue for longer than one year, as the tenant may be in breach of their tenancy for not occupying the house as their only or principal home.

11.7.3 The tenants will be wholly responsible for any breach caused by the person living at the property and is expected to take appropriate action to prevent any breaches of tenancy occurring.

11.7.4 Where WL has given consent for a tenant to take in a lodger or to sublet a property, the tenant must notify of any proposed increase in the rent payable by the subtenant or lodger. WL may choose to object to the increase and refuse permission for the tenant to continue under the revised terms.

11.8 Unapproved lodgers and sub-letting

11.8.1 Where WL discovers that a tenant has taken in a lodger or sublet a property without consent, or if the arrangements continue once permission has been revoked, the following options will be considered:

- regulate the position by completing procedures retrospectively; or
- insist that the sub tenant (s) or lodger (s) moves out; and/or
- take action against the tenant(s) for breach of tenancy conditions.

12. **Assignment**

12.1 Under the PRT the tenant must not assign the tenancy to any other party without written permission from WL. WL will grant permission where the assignee is able to meet the WL Allocation Policy eligibility criteria.

13. **Succession**

- 13.1 Succession is the term used when a tenant dies and the tenant passes to another household member. The new tenant takes on all the rights and responsibility of the tenancy.
- 13.2 Where there is a sole tenant and no successor to the tenancy, the tenancy will end.
- 13.3 Level of priority for succession
- 13.3.1 **First priority** - When a tenant dies, the tenancy can be taken by a qualified member of the household (this could be a spouse, civil partner, cohabitee, family member, carer or joint tenant) provided that:
- the tenant's interest under the tenancy was not inherited by the tenant (see 13.8)
 - that the tenant told the landlord, in writing, that the let property was being occupied by the bereaved partner as the bereaved partner's only or principal home;
 - that the bereaved partner was in a qualifying relationship with the tenant immediately before the tenant's death, and
 - that the let property is occupied as the bereaved partner's only or principal home at the time of the tenant's death.
- 13.4 Any co-habitee, family member or carer applying to succeed the tenancy must have lived in the property as their only or principal home for at least 12 months immediately before the date of the tenant's death to qualify to succeed to the tenancy.
- 13.5 The 12 month period cannot begin unless WL has been notified of the individual living in the property as their only or principal home. WL must have been notified by the deceased tenant, a joint tenant, or the person who wishes to succeed to the tenancy.
- 13.6 The length of time the proposed successor has been living in the property starts from the date that WL are notified that the person is living in the property as their only or principal home. Verbal notification alone will not be accepted. Tenants will have to formally advise WL of any new household member and have obtained permission to reside.
- 13.7 Priority for the tenancy succession where the partner is not a joint tenant, civil partner or married to the tenant (see above) is set out below.
- 13.7.1 **Second priority** - if nobody qualifies or chooses to succeed as a joint tenant, civil partner or where the tenants have been married, then second priority goes to other members of the tenant's family as long as:
- they are aged at least 16 years at the date of the tenant's death; and

- the property was their only or principal home for at least 12 months before the tenant's death and WL were notified of this before the 12 month period began.

13.7.2 **Third priority** - if nobody in any of the above categories qualifies or chooses to succeed, then third priority goes to carers as long as:

- they are aged at least 16 years at the date of the tenant's death; and
- the property was their only or principal home for at least 12 months before the tenant's death and WL were notified of this before the 12 month period began.

13.7.3 There is no specific definition of carer. The principal test is not the level of care provided but that the individual has given up their only or principal home for the purpose of caring. The intention is to ensure that individuals who give up their homes to care for a tenant, or a member of the tenant's family, are not left homeless by the death of the tenant or other qualifying persons.

13.8 Rounds of succession

13.8.1 There is only one round of succession, which means that the tenancy can only be inherited once under the statutory succession framework described above.

13.8.2 Normally, the death of a tenant who had succeeded under a round of succession, would lead to the termination of the tenancy. Where a tenant dies, and a round of succession has passed, the Housing Manager may allow existing household members to succeed to the tenancy, depending on their needs and circumstances.

13.8.3 In the case of joint tenancies, tenancies are not terminated on the death of one of the joint tenants if the remaining tenant or tenants continue to live in the property (this is also referred to as 'survivorship'). Survivorship does count as a round of succession. There is no limit to the number of occasions on which a joint tenancy can be created following a death.

14. Tenancy Visits

14.1 Tenancy visits can happen at any time during the tenancy and can be triggered by events that happen such as antisocial behaviour (ASB), rent arrears, repair issues, etc.

14.2 Timing and frequency of visits

14.2.1 When a tenancy begins, a judgement will be made on whether a settling in home visit or telephone appointment is required. Factors to consider in this judgement

will include pre-tenancy history and whether any support needs have been identified.

14.2.2 We will aim to have every MMR property either visited annually or the inventory updated annually.

14.3 Purpose of visits

14.3.1 Home visits are important to address the following:

- ensure that the tenancy is being managed and the property maintained effectively;
- establish if there are any issues regarding the rent account and refer to the Welfare Rights Officer where required;
- identify any unreported ASB issues;
- identify any assistance needed to sustain the tenancy and signpost to appropriate services/teams; and address any other issues that may be pertinent to the tenancy.

14.4 Absences from home

14.4.1 Tenants must advise Westscot Living if they intend to be absent from the property for any reason for a period of more than 14 days. They must ensure the property is secure and leave a named contact should an emergency arise.

15. Permissions

15.1 General information on permissions

15.1.2 In accordance with the PRT, tenants may request permission from WL to carry out various activities, such as running a business from home or making alterations to a property.

15.1.3 All requests will be considered in the context of the conditions of tenancy, the potential impact of the proposal on the property and the potential for disruption to the neighbourhood.

15.1.4 Any request which would result in an immediate breach of the tenancy agreement will be refused. It should be noted that in all cases permission may be revoked, and tenants should be made aware of this.

15.1.5 All permissions may be withdrawn if the activity which we have given permission for causes tenancy breach or disruption to the neighbourhood.

15.1.6 Certain requests do not need our permission and are merely required for information purposes i.e. partners or children moving into the household. If a

change in household composition results in a clash of lifestyles between neighbours WL will manage this by reference to the relevant tenancy agreement and Antisocial Behaviour Policy, including encouraging tenants to speak to each other to resolve the dispute amicably. Where it is not possible to resolve the issue using the remedies associated with tenancy management and antisocial behaviour options, WL will consider a management transfer for one of the parties involved in line with the WL Allocations Policy. This will only be used as a last resort, where all other options have been exhausted, and must be approved in accordance with the WL Allocations Policy.

15.2 Permission for improvements

15.2.1 Requests which are likely to have an impact on the fabric of the building, such as requests to install showers, replace kitchen units or fit cat flaps, will be referred to the WSHA Property Team for consideration.

15.2.2 Tenants must apply in writing and have written permission before carrying out any alterations or improvements. We must not unreasonably withhold our consent, but we can set any reasonable conditions with respect to the work, including any standards that the work must meet. Permission may be withdrawn if conditions are not adhered to.

15.3 Pets in properties

15.3.1 WL recognises that many of its tenants wish to keep pets and domestic animals. It is also understood that if domestic pets are not cared for, or controlled appropriately, they can cause nuisance and sometimes a hazard to other tenants and visitors to the property.

15.3.2 Tenants must request written permission from WL, prior to obtaining any type of pet. Tenants with assistance animals do not need to seek permission; however, it is good practice for staff to be aware of assistance animals at the property.

15.3.3 Applications will be considered on an individual basis and will take into account factors including:

- the size, type and suitability of the property;
- the type, size, and number of animal(s);
- the type and size of the proposed pet accommodation;
- the availability of a garden or proximity of other exercise and toileting area;
- history of previous or current pet ownership (where known);
- availability of the tenant to ensure the welfare of the animal(s);
- guidance from professionals such as vets and animal charities; and any relevant property restrictions.

- 15.3.4 Tenants are responsible for the behaviour of pets or animals occupying or visiting the property and in communal areas, as stated within the terms and conditions of their tenancy agreement.
- 15.3.5 Tenants must not cause, permit, or allow any animals or pets they own or allow to visit the property to:
- cause a nuisance annoyance or damage;
 - interfere with the reasonable peace and comfort of others;
 - disturb, frighten, or intimidate; and/or
 - cause injury or offence to persons or premises in the locality of the property or any of WL's tenants, agents, employees or contractors or anyone acting on behalf of WL.
- 15.3.6 WL will notify the appropriate authorities if it is found that a tenant has neglected an animal's welfare, mistreated, or caused unnecessary suffering. In such cases, permission to keep a pet will be withdrawn.
- 15.3.7 The tenant will be asked to pay an addition to their deposit of £100 per pet in line with the WL Allocation Policy (see section 9.4 and 9.5 for further information on how to amend the deposit). The total deposit, including the original tenancy start deposit, should never exceed the equivalent of two months' rent.

16. Termination of Tenancy

- 16.1 WL will normally require tenants to serve the full notice period as required in the Private Housing (Tenancies) (Scotland) Act 2016. Tenants will normally be charged rent for the full notice period even when the keys are returned early. Where keys are returned late, further rent will be charged until keys are returned. If the keys are still not returned by the end of a further month, then a lock change may be arranged and the tenant will be charged for the cost of this.
- 16.2 The notice period may be reduced under exceptional circumstances where there will be no financial loss to WL. Any decision to reduce the notice period will be approved by a Housing Manager or staff member of equivalent seniority.
- 16.3 If a tenant changes their mind after giving notice and they are within the notice period, they can withdraw the notice only with the agreement of a Housing Manager or staff member of equivalent seniority. If the notice period has expired the tenancy has then ended and notice cannot normally be withdrawn.
- 16.4 A tenant's notice period will only be extended under exceptional circumstances. This must be approved by a Housing Manager or staff member of equivalent seniority. Exceptional circumstances would include where problems have occurred in the move due to a delayed house purchase or other problems outside the control of the tenant.

- 16.5 Where a tenant does provide notice WL will aim to visit or contact the tenant before the end of the tenancy to ensure all reasonable advice and support is provided, to prevent the tenancy from terminating if possible. Where the tenancy is ending, a visit will take place to carry out an inventory check, to outline WL's expectations around property condition at the end of tenancy and to inform the customer of any potential issues which may result in charges claimed against the deposit.
- 16.6 Any action led by WL to end a tenancy will be in line with notice periods and prescribed formats required in the Private Housing (Tenancies) (Scotland) Act 2016.
- 16.7 Roles and responsibilities for approval of action taken by WL to end a tenancy on the grounds of rent arrears are set out in the WL Income Management Policy.
- 16.8 Where a tenant has died, we will engage with the bereaved in a sensitive manner. Arrangements for the return of the property and charging of rent following death are set out in the WL Income Management Policy.

17. Tenancy Fraud

- 17.1 Tenancy fraud generally falls into two categories:
- Not using the property as the "sole or principal home."
 - Attempting to obtain property using false information and/or documents that do not genuinely represent the applicant's actual circumstances; including applying for housing on our waiting list, succeeding to, assigning or exchanging the tenancy without the landlord's permission.
- 17.2 Examples of not using the property as the "sole or principal" home include:
- The registered tenant uses the property as a second property. They may have a legal interest in other property (or properties).
 - The registered tenant lives at a different address, usually with a partner or family.
 - The property is kept in reserve for future safeguard should the registered tenant's personal circumstances change.
 - The registered tenant lives at a different address and uses the property as a base for claiming benefits or for criminal activity.
 - The registered tenant allows someone else to live at the property and that person pays "rent" to the registered tenant or directly to WL but the Association is unaware that the person paying rent is not the registered tenant.

17.3 Examples of attempting to obtain a property using false information and/or documents include:

- **Applying to our waiting list** - misrepresentation of circumstances in a housing application form, for example not declaring a legal interest in another property or responsibility for dependents; Providing false identification, including using false documents belonging to another individual; Withholding information such as former tenant rent arrears or eviction from a previous property; Making false statements to increase priority on the waiting list.
- **Succession to tenancy** - in certain circumstances, individuals have the legal right to succeed to a tenancy when the tenant dies, however succession requires landlord consent. In some cases, the unauthorised occupier may believe they have the legal right to succeed to the tenancy. In other cases they may have provided inaccurate information regarding their relationship with the previous tenant or how long they have lived at the property.
- **Assigning the tenancy** - tenants may assign their tenancy to another individual, subject to specific criteria, and with landlord consent. In some cases of fraudulent assignment, the unauthorised occupant may believe the tenancy has been legally assigned to them giving them a legal right to stay in the property.
- **Subletting the property** - tenants may sublet all or part of their property to another person subject to certain criteria and with the landlord's permission. Fraud can occur where the tenant claims to be living in the property, but instead lets it out without landlord's consent. This may also include the unauthorised sub-tenant paying the tenant or WL a rent. In some cases, the sub-tenant may be unaware that the sublet has not been authorised by the landlord and that they are unauthorised occupants.

17.4 Preventing and detecting Tenancy Fraud

17.4.1 The most effective way of tackling tenancy fraud is to prevent it taking place in the first place. To achieve this, WL will apply rigorous prevention and detection procedures at the application assessment and lettings stage of the allocation process. This approach is also applied to assignment, sublet or succession and throughout the duration of the tenancy.

17.5 Taking Action against Tenancy Fraud

17.5.1 Where tenancy fraud has been proven, WL will consider the following actions:

- Seek to recover possession of the property.
- Consider legal action against perpetrators of tenancy fraud.
- Where the unauthorised occupants of the property have a housing need, they will be assisted to apply for social housing and referred to the relevant Council who will provide advice and where appropriate temporary accommodation under the Homelessness etc. (Scotland) Act 2003.

18. Appeals

- 18.1 When writing to a tenant appealing against a decision made in line with this policy, we will provide them with reason(s) for the decision and further advice/guidance if required.
- 18.2 If the tenant is still dissatisfied after the outcome of the appeal, then they may make a complaint which will be dealt with under our complaints handling procedure.
- 18.3 The applicant is also entitled to appeal to the First Tier Tribunal (FTT) against certain actions/decisions taken by WL. If they wish to do so, they should be directed to the

Appendix 1 Guidance on the death of a tenant where there is no will

Property

Where there is no will, all furniture and personal effects left in the property normally pass to the next of kin. If the next of kin does not contact the office, efforts must be made to find a next of kin so that the legal situation can be established. This can be done in the following ways:

- Refer to the house file (especially the original application form)
- Write to social services/GP
- Ask neighbours
- Look through personal effects.

Where there is next of kin

If the next of kin agrees to take responsibility for the estate, they must apply to be appointed executor. They have the power to deal with any property left behind by the deceased tenant. In practice, if you are sure that there is no relative with a claim on the tenancy, the tenancy will terminate.

Where there is one, the next of kin should be asked to clear the property as quickly as possible.

If the next of kin is unwilling or unable to take responsibility for the estate, they should be advised to take legal advice. They should be informed that the [King's and Lords Treasurer's Remembrancer](#) (KLTR) will be contacted, and any personal effects disposed of on the instructions received and no further reference will be made to the next of kin.

If there is no next of kin, the estate vests in the Crown. The death should be reported immediately to the National Ultimus Haeres Unit of the KLTR. The contact details for the National Ultimus Haeres Unit are:

The National Ultimus Haeres Unit
Procurator Fiscal Office
Cameronian House
3/5 Almada Street
Hamilton
ML3 0HG

Telephone number - 0300 020 4196 or 0141 420 8804
email - NationalUltimusHaeresUnit@copfs.gov.uk
Information can also be found at <https://www.kltr.gov.uk/>

Entering the premises

If WL receives information that the tenant has died with no next of kin and intestate and there is no access to keys to the property, the locks to the premises should be changed, with two members of staff present. The key should be kept securely at the local office (for example, in a safe).

Searching the Premises

The property must be searched to:

- locate a Will or evidence that such a document may exist elsewhere;
- locate any evidence of the existence of living relatives or close friends;
- make a full inventory of furniture and personal effects;
- collect together all personal papers, especially bank or building society books, savings books, premium bonds etc.; and/or
- collect any items that may be of value, for example, jewellery and money.

Local authorities have a legal obligation to organise and pay for the funeral of a person who has no next-of-kin. In order to establish that there is no-one else to take on the responsibility they may be willing to undertake the initial search of the premises. The Council should be contacted as soon as the situation is known to see whether they will do this. After the Council Officer has completed the search, two members of staff should make an inventory.

Dealing with cash

The Council Officer will give advice if there is a small amount of cash (less than £50). It should be kept securely in the office safe, pending a decision as to what should be done with it.

If the amount exceeds £50, the KLTR should be approached. They will probably advise that a separate bank account be set up, or that the amounts be paid into any accounts of the deceased tenant.

Any items removed should be noted and receipted by both members of staff.

Removal of furniture

Compile a full inventory of furniture and personal effects. These cannot be removed until authorised by the KLTR. These should be stored for a period of at least three months. The designated officer must obtain the Housing Manager's approval prior to disposal of the furniture. Estimates for income/cost from removal should be obtained in writing from two reputable firms. Any profit should be put in accounts as advised by the KLTR. Any costs, for example, storage fees can be charged to the estate, if any.

Funerals

Where the tenant dies outside hospital and there is no next of kin, the funeral is arranged by an officer of the council, often from social services or Environmental Health department. Where the tenant dies in hospital, the hospital Social Worker will arrange the funeral.

Where there is an executor, they will be responsible for funeral arrangements - this must be the first thing paid out of the estate. They should be advised to check the cost before proceeding, as the local authority will not cover money already spent.