

A meeting of the Management Committee will take place on **Thursday 30 May 2024 at 7.00pm in the Hayman Room, Head Office, Haddington**

Please advise staff if you are unable to attend.

**Joyce Bolan**  
**Secretary**

## **B U S I N E S S**

### **1.0 GENERAL**

- 1.1 Apologies
- 1.2 Declaration of Interest by Management Committee Members
- 1.3 Minutes of 21 March 2024 – **for approval**
- 1.4 Action List – for information
- 1.5 Matters Arising

### **2.0 GOVERNANCE**

- 2.1 Secretary's Report – **for homologation**
- 2.2 Key Performance Indicators 2023/24 – for information
- 2.3 Governance Review Working Group Report – **for approval**

### **3.0 PRIORITY ITEMS**

- 3.1 Annual Return on the Charter – **for approval**

### **4.0 POLICIES**

- 4.1 Empty Homes Management Policy Review – **for approval**
- 4.2 Neighbour Nuisance & Anti-Social Behaviour Policy Review – **for approval**
- 4.3 Stock Investment Strategy Review – **for approval**
- 4.4 Fixed Asset Depreciation / Grant Amortisation Policy Amendment – **for approval**
- 4.5 Unacceptable Customer Behaviour Policy Review – **for approval**
- 4.6 Treasury Management Policy Amendment – **for approval**
- 4.7 Insurance Policy Review – **for approval**
- 4.8 Contract Management Policy – **for approval**
- 4.9 Risk Management Framework – **for approval**
- 4.10 Flexible Working Policy Review – **for approval**

### **5.0 BUSINESS MANAGEMENT**

- 5.1 Tenant Participation Annual Report – for information
- 5.2 Stair Cleaning Contract – **for homologation**

### **6.0 ANY OTHER BUSINESS**

### **DATE OF NEXT MANAGEMENT COMMITTEE MEETING**

**Thursday 22 August 2024** at ELHA Head Office, Haddington, at 7.00pm

## Action List

### Report by Martin Pollhammer, Chief Executive – for information

The table below sets out the required actions agreed at the last meeting of the Management Committee on 21 March 2024, and confirms the actions taken.

Minute Ref	Action Required	Action By	Action Taken
1.3	Publish the minutes and papers from the February 2024 meeting on elha.com	ES	Complete
2.1	Remove address details from the Secretary's Report before publishing	ES	Complete
2.2	Book Management Committee training sessions	MP/ES	Nicky Sandford from East Lothian Council will give a presentation on "Understanding current government policy and support for homelessness" prior to the September 2024 Management Committee meeting
3.1	Make a Charitable Donation of £1,000 to the Care & Repair Charitable Trust	GA	Complete
4.1	Make the corrections noted in the minutes to sections 1.3, 2.0, 3.6, Policy Appendix 1 and Policy Appendix 2	GA	Complete
4.1	Update the Policy Document in the ELHA File Structure, Management Committee area of elha.com and update the Policy Review Timetable	ES	Complete
4.2	Update the Policy Document in the ELHA File Structure, elha.com and update the Policy Review Timetable	ES	Complete

## Secretary's Report – for homologation

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### 1.0 Membership

No new applications for membership have been received.

Two memberships cancelled as follows:

- Notification received following the death of Mrs M Lewis McLeod on 28 March 2024
- Notification received following the death of Mrs P Burton on 15 May 2024

### 2.0 Use of Seal for Homologation

None to report.

### 3.0 Review of Memberships

A full review of all Memberships has been undertaken. This followed an enquiry from a former Member in the run up to the 2023 AGM meeting, who disputed that their membership had been properly cancelled.

Good practice is to report membership cancellations to the Management Committee, but there is no requirement to do this. A membership is cancelled if the criteria for cancellation within the Rules is met. These include:

#### Rule 11

If you change address, you must let ELHA know by writing to the Secretary at our Registered Office within three months. This rule does not apply if you are an ELHA tenant and have transferred your tenancy to another property owned or managed by ELHA.

#### Rule 12.2

If you have:

- Failed to tell us of a change of address as set out in Rule 11 or
- Failed to attend and submit apologies for five AGMs

We will end your membership and cancel your share.

Rule 67

Requires ELHA to keep a Register at its Registered Office containing the names and addresses of members and the date each person was entered in the register and the date any person ceased to be a member.

Rule 67.5

The inclusion or omission of the name of any person from the original register of members shall, in the absence of evidence to the contrary, be conclusive that the person is or is not a member of ELHA.

**2.1 Membership Cancellations to be Recorded**

All Management Committee minutes and Secretary reports since 2000 have been checked, along with the folios of all Membership Certificates issued to date (in some cases, the folios record the date and reason for cancellation).

The following Memberships have a full audit trail for their cancellation, but the cancellation was either not reported to the Management Committee or included on the Membership Certificate folio. The full list and the reason for cancellation is noted below, so that the Management Committee can retrospectively formally record the cancellation of these Memberships.

Membership Number	Name	Date Share Issued	Cancellation Date	Cancellation Reason
8	Georgina Cochrane	06/05/1988	31/03/1997	Relinquished
11	Edward Alan Dunton	06/05/1988	31/05/1996	Cancelled
12	Mary English	06/05/1988	31/05/1996	Cancelled
13	Roy Herbert Fawcett	06/05/1988	02/01/2017	Deceased
22	Dominic Hugh Gray	06/05/1988	31/05/1996	Relinquished
24	Shirley Haward	06/05/1988	04/06/1990	Relinquished
25	J D Haward OBE DSC	06/05/1988	04/06/1990	Deceased
27	Annie Janet Wood	06/05/1988	01/11/1996	Relinquished
28	Dorothy Frances Johnston	06/05/1988	31/05/1996	Relinquished
29	Peter Johnston	06/05/1988	31/05/1996	Relinquished
33	Michael Cannon McCluskie	06/05/1988	31/05/1996	Relinquished
35	Ian S McKenzie	06/05/1988	31/05/1996	Deceased
36	Ann Maxwell	06/05/1988	31/05/1996	Relinquished
42	Trevor Muir	06/05/1988	31/05/1996	Relinquished
46	Suzanne Richardson	06/05/1988	31/05/1996	Relinquished
50	Catherine Sword Stanton	06/05/1988	31/05/1996	Relinquished
51	Patrick Stephen Samuels	06/05/1988	31/05/1996	Relinquished
66	James Docherty	06/05/1988	31/03/1997	Relinquished
77	Robert Plain	06/05/1988	20/12/1991	Deceased
87	Euphemia Scott	06/05/1988	30/06/1997	Relinquished
108	Anne B Raitt	09/06/1988	31/05/1996	Relinquished

Membership Number	Name	Date Share Issued	Cancellation Date	Cancellation Reason
112	Julian Tennent	09/06/1988	31/03/2000	Relinquished
129	Ms Bernie Mackay	16/03/1989	31/05/1996	Relinquished
132	Helen Margaret Murdoch	25/05/1989	31/03/1997	Relinquished
137	Ms Susan Ann Moran	05/10/1989	10/07/2001	Relinquished
138	John Nelson	07/12/1989	30/06/1997	Relinquished
139	Mrs Pamela Joyce Nelson	07/12/1989	30/06/1997	Relinquished
140	John Alfred James Salmon	07/12/1989	28/09/1999	Relinquished
143	Alastair Clifford	15/02/1990	30/06/1997	Relinquished
144	Theresa Clifford	15/02/1990	30/06/1997	Relinquished
167	Elizabeth Plain	17/05/1990	30/06/1997	Relinquished
168	David Calder Turner	17/05/1990	31/05/1996	Relinquished
170	Mike Humphrey	02/08/1990	13/06/1997	Relinquished
176	Thomas Patrick Conway	02/08/1990	31/03/1997	Relinquished
185	David R Reid	31/01/1991	30/06/1997	Relinquished
186	Jane H Reid	31/01/1991	30/06/1997	Relinquished
192	John Fairgrieve	11/07/1991	01/07/1998	Relinquished
196	Vikki Blandford	05/12/1991	31/05/1996	Relinquished
201	John Lemmon	20/02/1992	30/06/1997	Relinquished
203	Mrs Vera Simpson	21/05/1992	23/03/1992	Relinquished
206	Jane Robertson	25/02/1993	30/06/1997	Relinquished
209	Jean Margaret Hill	25/02/1993	30/06/1997	Relinquished
221	Susan Caulderhead	19/08/1993	30/06/1991	Relinquished
224	Lee Christian Ferguson	04/11/1993	30/06/1997	Relinquished
226	Mark Hunter	04/11/1993	31/05/1996	Relinquished
237	James Stewart	09/06/1994	31/05/1996	Relinquished
239	Alfred Hayman	09/08/1994	31/03/1997	Relinquished
241	Eric Allan Walton	09/08/1994	31/03/2000	Relinquished
251	James Brown	03/11/1994	31/03/2000	Relinquished
254	Linda Collin	03/11/1994	31/03/2000	Relinquished
265	Debbie Beatson	21/09/1995	31/03/2000	Relinquished
323	Alan Clydesdale	05/05/2006	20/03/2017	Deceased

## 2.2 Cancellations From Before 1999

The following Memberships all appear to have been cancelled before 1999. Full audit trails for these cancellations have not been found. Records may exist within the off-site paper archive, but to retrieve and review these files would be expensive.

Given that the Register can be used as a definitive list, and that these Members have had no contact from the Association for 30 years or more, it is likely that the memberships were properly cancelled. The Management Committee is therefore asked to record the formal cancellation of these Memberships.

Membership Number	Name	Date of Membership
4	Mary Atchison Booth	06/05/1988
5	John Richard Booth	06/05/1988
6	Lindsay Elizabeth Burley	06/05/1988
18	Andrew Forrest	06/05/1988
26	Alexander Hogg	06/05/1988
37	Christopher D Middleton	06/05/1988
41	Carolynne Morgan	06/05/1988
78	Rachel Gardiner Purves	06/05/1988
109	Isabella Sibbald	09/06/1988
115	Andrew William Robinson	27/10/1988
117	Albert Donald Bracewell	12/01/1989
119	John Cormack	12/01/1989
124	Jane Elizabeth Ralston	16/03/1989
127	Mark Aitken	16/03/1989
152	Miss Elizabeth MacPherson	15/02/1990
163	Janet Wilkie	17/05/1990
164	Alison Joy Timson	17/05/1990
169	William Fleming	02/08/1990
184	Marjorie Henderson	31/01/1991
193	William Todd Burgoyne	11/07/1991
208	Elizabeth Jane Davie	25/02/1993
228	Mr Ian Marshall	04/11/1993
240	Joyce Elizabeth Walton	09/08/1994
268	Debbie Louise McDonald	21/09/1995
277	Moiria Reid McGinley	23/11/1995
281	Helen Cowan	23/11/1995
282	Ross Edmond	23/11/1995

## 2.2 Former Tenant Memberships

A small number of Memberships have been cancelled since 1999, when Members who were also tenants have moved home with no forwarding address. Whilst these Memberships were properly cancelled, again they have not been reported to the Management Committee, and are included so that the cancellations can be formerly recorded.

As all the tenancies ended more than five years ago, the tenancy end date is no longer held.

Membership Number	Name	Address
309	Andrew McCart	11 The Crofts, Stenton
312	James Fairgrieve	5 Grey School Corner, Prestonpans
319	Helen Douglas	3D Ladywell, Musselburgh
340	Sandra Knowles	8A Ladywell, Musselburgh
349	Brian McCutcheon	2 The Hedges, Tranent
350	Thomas Ross	23 Whitecraig Gardens East
354	David Dudgeon	2-1 McLaughlan Gdns, Tranent
355	Eileen Elliot	13 Whitecraig Gardens East

### 2.3 Failure to Record Apologies

A small number of Memberships have been cancelled since 1999, when Members failed to give apologies for five successive AGMs. Whilst these Memberships were properly cancelled, again they have not been reported to the Management Committee, and are included so that the cancellations can be formally recorded.

Membership Number	Name	Date of 5 <sup>th</sup> Missed AGM
306	Mark Bateman	2016
331	A Rodger	2011
358	D Webster	2015

### 3.0 Community Groups

A small number of Community Groups still have active Membership. However, the Rules are quite specific on how such groups should inform the Association of their representative. It seems likely that details of some representatives are out of date.

This will be further investigated to ensure that the Register of Members is accurate and up to date ahead of issuing invitations for the 2024 AGM, and therefore a further report on this issue will be presented to the next Management Committee meeting in August 2024.

#### Recommendation

The Management Committee is asked to homologate the cancellation of Memberships detailed in this report.

# Key Performance Indicators 2023/24

## Report by Martin Pollhammer, Chief Executive – for Information

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### 1.0 Introduction

The Association's Key Performance Indicators (KPI's) for the fourth quarter of 2023/24 and full year are attached as **Appendix 1** to this report.

### 2.0 ELHA Performance

The Association has missed the following targets:

#### 2.1 Unit Reactive Maintenance Costs

The Finance KPIs are based on the most up-to-date Quarter Four Management Accounts figures, but these are subject to change as the Association prepares for the audit and the June 2024 Audit & Assurance Committee.

As part of that process, Finance and Asset Management are still agreeing that the invoices in the year are coded correctly between reactive and planned works. It is expected that these figures may move slightly between now and the year end audit file.

With all that in mind, the Reactive Maintenance budget has been, and will remain overspent in 2023/24, but the out-turn figure is largely in line with the year end projections prepared in February 2024. The target KPI was set on the budget figure, which was set lower than previous years actual spends. The approved budget for reactive maintenance for 2024/25 has been based on previous actual spends.

#### 2.2 Bronze Key Tenants

Bronze Key Tenants have dropped by 2% to 44% this quarter, moving in the right direction but remaining over the target of 40%. Staff continue to encourage those at Bronze Key Tenant level to upgrade to Gold Key Tenant status at every opportunity.

#### 2.3 Gold Key Tenants

The percentage of Gold Key Tenants has increased by 2% this quarter, but overall continues to remain under target. Staff will continue to encourage Bronze Key Tenants to upgrade to Gold Key Tenant at every opportunity.



**2.4 Management Committee Attendance**

This has dropped below target again for the quarter as only 8 of 13 attended the February 2024 Management Committee meeting, and 10 of 14 attended the March 2024 meeting. The continued low attendance has also impacted the Year-to-Date Figure, reducing this from 87% in 2022/23 to 71% in 2023/24, against a target of 75%.

**2.5 Audit & Assurance Committee Attendance**

This was again below target for Quarter Four, as only five of the eight members were able to attend the February 2024 meeting. The continued low attendance has also impacted the Year-to-Date figure, reducing this from 73% in 2022/23 to 66% in 2023/24.

**2.6 Percentage of Tenants Using Their My Home Account**

The number of tenants using their My Home account remains at 89%, just below target by 1%. It was hoped that the target would be achieved by year end and staff will continue to encourage tenants to make use of digital services.

**2.7 Percentage of Tenants Paper-Free**

The number of paper-free tenants decreased slightly by 1% this quarter and continues to remain just 1% under target at 86%. A small number of tenants who did not have a My Home account but had been made paper-free were discovered in early January 2024. Their paper-free status had to be removed in order for them to take part in the Rent Increase consultation, and this resulted in the small reduction.

**2.8 Percentage of Complaints Responded to within Target**

All complaints were responded to within target during Quarters Two, Three and Four, however, the Year to Date figure is below target due to two Stage Two complaints being logged incorrectly during the first quarter resulting in responses being one day above target.

Key Performance Indicators 2023/24

Performance Indicator	Quarterly Target	Q1	Q2	Q3	Q4	2023/24 Target	2022/23 Actual	Year to Date	Status	Trend
<b>Rental Income</b>										
Non-technical arrears as % of rental income	2.8%	2.84%	2.76%	2.79%	2.7%	2.8%	2.78%	2.76%	😊	↑
Bad debts written off as % rental income	1.50%	1.18%	1.17%	0.89%	0.62%	1.50%	1.35%	0.62%	😊	↑
Voids as % of rental income	0.75%	0.09%	0.09%	0.09%	0.06%	0.75%	0.63%	0.33%	😊	↑
<b>Finance/Treasury</b>										
Interest cover (loan covenants)	110%	236%	211%	196%	225%	110%	262%	225%	😊	↑
Gearing (loan covenants FRS102 definition)	<37%	23%	22%	21%	23%	<37%	22%	23%	😊	↓
Maximum annual new borrowing	<£3m	£800k	£800k	£800k	£2.9m	<£3m	£280k	£2.9m	😊	↓
Maximum borrowing per unit	<£26,000	£16.2k	£16.0k	£16k	£17.2k	<£26,000	£15.8k	£17.2k	😊	↓
Current assets as a % of current liabilities	100%	146%	202%	113%	159%	100%	126%	159%	😊	↑
Cash as a % of net rental and service charge income	>20%	29%	60%	21%	32%	>20%	34%	32%	😊	↑
Unit management costs	£2,006	£1,882	£1,906	£1,879	£1,929	£2,006	£1,701	£1,929	😊	↓
Unit reactive maintenance costs	£823	£843	£888	£872	£956	£823	£938	£956	😞	↓
<b>Asset Management</b>										
Stock condition inspections completed	cumulative	30%	30%	30%	30%	30%	30%	30%	😊	-
Gas services completed within timescale	cumulative	100%	100%	100%	100%	100%	100%	100%	😊	-
Planned maintenance contracts with >5% overspend	0	0	0	0	0	0	0	0	😊	-
Average length of time taken to complete emergency repairs	<2 hours	01:18:30	01:14:20	01:36:27	01:26:03	<2 hours	01:15:12	01:23:50	😊	↑
Average length of time taken to complete non-emergency repairs	< 6 days	5.26	5.76	5.09	5.71	< 6 days	4.73	5.46	😊	↓
Repairs completed right first time	85%	96%	96%	92%	92%	85%	94%	94%	😊	-
Repair appointments kept	93%	97%	97%	96%	97%	93%	98%	97%	😊	↑
<b>Housing Management</b>										
Properties allocated after 3 or more refusals	0	0	0	0	0	0	0	0	😊	-
Number of evictions carried out	no target	0	1	1	0	no target	0	2	😊	↓
Bronze Key Tenants	<40%	48%	48%	46%	44%	<40%	46%	46%	😞	↑
Gold Key Tenants	27%	19%	18%	19%	21%	27%	15%	19%	😞	↑
Platinum Key Tenants	20%	19%	20%	20%	21%	20%	23.4%	20%	😊	↑
<b>Corporate</b>										
Number of accidents reportable to HSE	0	0	0	0	0	0	1	0	😊	↓
Network Availability	99%	99%	100%	99%	100%	99%	99%	99%	😊	-
% working days lost through long term sick leave	5%	0.0%	0.0%	1.0%	1.8%	5%	1.7%	1.8%	😊	↑
% working days lost through short term sick leave	2%	1.1%	1.1%	0.8%	1.4%	2%	1.9%	1.4%	😊	↑
Management Committee attendance	75%	69%	69%	85%	67%	75%	87%	71%	😞	↓
Audit & Assurance Committee attendance	75%	88%	63%	50%	63%	75%	73%	66%	😞	↓
% of tenants using their My Home account	90%	89%	89%	89%	89%	90%	88%	89%	😞	-
% of tenants paper-free	87%	85%	85%	86%	85%	87%	85%	86%	😞	↑
% of tenants with a connected Rent Collector account	30%	29%	31%	33%	35%	30%	n/a	35%	😊	↑
% of complaints responded to within target	100%	94%	100%	100%	100%	100%	99%	98%	😞	-

😊 Performance Excellent    😞 Performance Satisfactory    😞 Performance Poor

## Governance Review Working Group Report

### Report by Paul Hillard, Working Group Chair – for approval

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#### 1.0 Introduction

A short-life Governance Review Working Group (GRWG) was established at the February 2024 Management Committee meeting.

The GRWG will report to each Management Committee meeting until the Governance Review is complete. At this point the GRWG will be disbanded.

#### 2.0 Role of Altair

Following a tender using the Quick Quote process, Altair were appointed to take forward the governance review. Altair will be observing the May 2024 Management Committee meeting, and June 2024 Audit & Assurance Committee meeting.

Altair are currently undertaking a review of relevant documentation, and are making arrangements to interview individual Management Committee members. A final report from Altair is expected to be available in time for the August 2024 Management Committee meeting.

#### 2.1 Interim Report

Attached to this report is an Interim Report from Altair in relation to the proposed Risk Management Framework (see **Agenda Item 4.9**). If the Risk Management Framework is approved, the software referred to in this Interim Report will be required to support the new approach.

#### 3.0 Decision Time Software

The Chief Executive and Director of Finance & Corporate Services have undertaken the 'soft market test' recommended in the 3C Risk and Assurance Assessment report approved by the Management Committee in February 2024. This confirmed that the product was fit for purpose and that pricing was in line with the G-Cloud 13 procurement pricing.

The 3C Risk and Assurance Assessment report recommended purchase of the Decision Time software using the G-Cloud 13 framework if the soft-market test confirmed the suitability of the product. The G-Cloud 13 pricing will soon be replaced with G-Cloud 14.

G-Cloud 14 pricing is significantly higher, and therefore the Working Group recommends the software is purchased now, with an implementation date of 1 September 2024, subject to the Risk Management Framework also being approved.

This would allow the new Risk Management Framework to be adopted, with initial reporting to the Audit & Assurance Committee, until the new governance arrangements are agreed and established.

The pricing for the Decision Time software is as follows:

Advanced Governance and Risk Management Solution (Risks)	Units	3 Year Contract
Year 1 Risk Licence	15	£4,500
Implementation & Training		£3,450
<b>Total Year 1</b>		<b>£7,950</b>
Year 2 Risk Licence	15	£4,905
<b>Total Year 2</b>		<b>£4,905</b>
Year 3 Risk Licence	15	£5,346
<b>Total Year 3</b>		<b>£5,346</b>
<b>Total for 3 Years</b>		<b>£18,201</b>

Advanced Governance and Risk Management Solution (Meetings)	Units	3 Year Contract
Year 1 Meetings Licence	22	£6,600
Implementation & Training		£2,450
<b>Total Year 1</b>		<b>£9,050</b>
Year 2 Meetings Licence	22	£7,194
<b>Total Year 2</b>		<b>£7,194</b>
Year 3 Meetings Licence	22	£7,841
<b>Total Year 3</b>		<b>£7,841</b>
<b>Total for 3 Years</b>		<b>£24,085</b>

All the above prices exclude VAT.

There are one off implementation costs of £5.9k in the current financial year to implement the meetings and risk management software. The ongoing costs are £11.1k per annum, rising by 9% per annum for the next two years. These costs have been included in the current year’s budget.

The licence numbers for the risk management software are based on a minimum order number of 15. This is however sufficient to meet the Association’s needs.

The licence numbers for the meetings software are based on the Management Committee, R3 Board members and the Senior Management Team having access to this software.

#### 4.0 Hardware

Each Management Committee member will need their own IT kit to access the software (typically a laptop). The software will be accessed via a web browser on the device. This can be provided by the Management Committee member, so long as their hardware meets the Association's security requirements for remote access, or the Association can purchase and lend appropriate hardware.

To utilise their own device, Management Committee members must ensure the device has Anti-Virus Software (AVS) installed, and that the device is updated with its latest available software. Management Committee members will be asked to sign an annual declaration to this effect. IT staff can provide support and advice on AVS and software updates.

IT staff will contact Management Committee members over the next few weeks to discuss their requirements. Clearly this has an impact on budget, however a provision was set aside in this year's budget to accommodate the purchase of suitable IT equipment. The findings will be reported to the next Management Committee meeting.

#### 5.0 Implementation Timescales

Timescales are yet to be firmly established for the full roll out of the software to cover all governing body meetings, and depends on the final outcomes of the Governance Review. However, the Risk Management software will be used from September 2024, with first reports from it made to the Audit & Assurance Committee in November 2024 (assuming the Risk Management Framework is approved, see **Agenda Item 4.9**).

#### Recommendation

The Management Committee is asked to

- (a) Accept the Interim Report from Altair; and
- (b) Approve the purchase of the Decision Time software.



## East Lothian HA – Risk Management Framework Review

### Introduction

Altair has been commissioned to undertake a Governance Review of East Lothian Housing Association (East Lothian), the full results of which will be reported to the Management Committee (MC) in August 2024.

We have produced this short interim report as we understand that there is a pressing need for East Lothian to adopt a new Risk Management Framework which will be considered at its meeting in May 2024. The adoption of a revised approach has implications for the governance structures that will be required to deliver the framework and also an impending decision on whether to purchase new risk management software (Decision Time) for which any delays for which will have negative price implications as the firm moves to a new pricing structure.

This short report is designed to fulfil the following objectives:

- 1) Make early recommendations on any revisions required to governance structures pertaining the management of risk.
- 2) Comment on the proposed revised approach to managing risk within East Lothian, for which an early draft of the proposed new Risk Management Strategy has been shared with Altair.
- 3) Pass comment on the implications of purchasing new software in light of any assurance that be supplied on the new proposed approach.

### Part 1 – Governance Structures

Various governance documentation has been shared with Altair as part of the document review component of our Governance Review of East Lothian. This includes Standing Orders and individual committee packs for both the MC and the Audit & Assurance (sub)Committee (AAC).

Good governance practice recommends the existence of an Audit & Risk Committee (ARC) (or similarly named body) within governance structures. This is a feature of various Codes of Governance<sup>1</sup>. Its overall purpose is to exercise independent scrutiny and challenge to provide the MC with assurance.

We would expect to see the scope of an ARC include the following areas:

- Review the integrity of the financial statements and the annual report.
- Oversight of external audit functions

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<sup>1</sup> Examples include the UK Corporate Governance Code 2024 – See Section 4 in particular, available at: [UK Corporate Governance Code 2024 \(frc.org.uk\)](https://www.frc.org.uk); the National Housing Federation (NHF) Code of Governance 2020 available at: [National Housing Federation - Code of Governance 2020](#); and the Charity Governance Code, available at: [Download the Code — Charity Governance Code](#).

- Oversight of internal audit functions
- Detailed scrutiny and evaluation of risk management, assurance and internal control

We would also routinely see such committees also including within their Terms of Reference the following:

- Organisational compliance reporting
- Fraud reporting and whistleblowing activities
- Undertaking and/or commissioning investigations into areas of concern or non-compliance.

Some organisations also use such committees to provide assurance on delivery of other activities, such as:

- Delivery of action plans (such as recommendations agreed arising from a Tenant Panel or similar).

There are also some reserved functions that we would expect to see an ARC fulfil and be enshrined within the Terms of Reference for such bodies:

- There is an opportunity for the ARC (non-executive members only) to meet with the External and Internal Auditors annually without the presence of executives.
- Preparation of an annual report for the MC on how the ARC has discharged its functions, and a review of its performance and skills.

Prevailing good governance practice also dictates that whilst the MC may delegate detailed scrutiny and evaluation of risk to a committee, it retains ultimate responsibility for risk management.

In terms of membership and composition, we would highlight the need for the following as a minimum:

- Minimum membership of three (typically up to five members).
- That the Chair of the MC is not a member of the ARC.
- That the Chair of the ARC also sits on the MC.
- That there is at least one member with recent and relevant financial experience.

We acknowledge that the new Scottish Regulatory Framework<sup>2</sup> is not prescriptive in either requiring the operation of an ARC or the adoption of a Code of Governance, from which the adoption of an ARC would likely follow. However, there are expectations in the Regulatory Framework which stipulates:

*'The governing body ensures the effective oversight of the internal audit programme by an audit committee or otherwise... Where the RSL does not have an audit committee, it has alternative arrangements in place to ensure that the functions normally provided by a committee are discharged.'* (Section 4.6)

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<sup>2</sup> [Regulatory Framework | Scottish Housing Regulator](#)

We consider that an ARC represents the optimum way for an RSL to discharge its functions around audit, risk control and compliance. To not operate one would also go against the heavy weight of good governance practice in this area, including within the Codes of Governance previously highlighted.

We note that East Lothian already operates an Audit & Assurance Committee (AAC). The scope of the current committee incorporates many of the traditional components of an ARC. However, the primary focus of the AAC is stated in the Standing Orders as being on the 'financial wellbeing' of the organisation. A review of meeting agendas indicates that the focus extends far beyond this, incorporating customer items and performance reporting generally. This has the potential to dilute the focus of the committee and also has implications for the membership and skills required.

Whilst our full and final report on the Governance Review in August will need to accommodate the overall governance structures required, we note from our work to date that our recommendations will include requirements around the need for a more focussed ARC, either as a newly established committee or revisions to the practices of the current AAC.

*Recommendation: To facilitate improvements in the risk management approach, we recommend that the AAC receives risk reports as an interim measure as set out in the draft Risk Management Framework referred to in Part 2 below, and that further reporting requirements to Management Committee will be considered and recommended as part of our ongoing Governance Review.*

## **Part 2 – Risk Management Framework**

A copy of a draft Risk Management Framework has been shared with Altair. At the time of sharing, this remained work in progress.

Altair has supplied detailed commentary to East Lothian's management on this document in terms of its content and we understand that a revised version of this document will be on the May MC meeting agenda.

Some key principles highlighted include the following:

- The MC retains overall responsibility for risk management, must be aware of the key risks facing the organisations, should approve the overall risk framework, and must regularly consider the organisation's risk appetite and the key risks faced by the organisation.
- The MC is able to receive regular assurance on the effectiveness of the controls in place. An approach premised on the 'Three Lines of Defence' (or increasingly 'Four Lines') reflects good practice.
- The MC approves financial plans and directly participates in stress testing and mitigation planning thereon. It also sets any Golden Rules and associated risk triggers.
- It is important that all key decisions taken by a MC are informed by risk.

We have highlighted that there are different risk scoring approaches operated by RSLs. There are advantages and disadvantages to different approaches, and generally a 1-5 risk scoring matrix appears to be the most common approach in operation by RSLs.



Ultimately, we would not endorse any particular approach. What is important is not the scoring scale adopted, but the collective understanding of users and members to inform the application of the systems to inform effective decision-making.

*Recommendation: We recommend that members take account of the good practice principles highlighted when considering the adoption of a new Risk Management Framework.*

### **Part 3 – Systems and assurance**

We understand that management are considering the purchase of software (Decision Time) to support the delivery of a new proposed Risk Management Framework, and that timing of the purchase is critical to securing a preferential price for the product.

We can comment that many RSLs have purchased and operate dedicated risk management software to support their processes. This can introduce additional controls and discipline to the application of approach, provide staff time efficiencies, and facilitate improved reporting to various stakeholders. Many of our Client comment positively on their operation.

We are unable to comment on the efficacy of individual systems.

However, we would highlight that it is important for RSLs considering such systems to assure themselves that the functionality of the systems support the application of the preferred approach.

*Recommendation: We can confirm that the draft Risk Management Framework shared with Altair represents a significant improvement on existing approaches to managing risk (further suggestions for improvement supplied to management separately). Other Clients report positive feedback on the adoption of dedicated risk management software. Consequently, if management can provide assurance that the proposed system supports the application of the proposed new risk management framework, we would anticipate that the acquisition would enhance the management and reporting of risk within East Lothian.*

# Annual Return on the Charter (ARC)

## Report by Karen Barry, Director of Housing – for Approval

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### 1.0 Annual Return on the Charter (ARC)

The Scottish Housing Regulator (SHR) is responsible for monitoring social landlords' progress towards achieving the standards and outcomes set out in the Scottish Social Housing Charter. The Annual Return on the Charter (ARC) provides contextual information and performance information against 39 Charter Indicators and must be submitted to the SHR by 31 May each year.

The SHR also monitors and reports on social landlords' compliance with the Energy Efficiency Standard for Social Housing (EESH) which was launched by the Scottish Government in March 2014 and which forms part of this Return. The EESH contributes towards the carbon emissions reduction targets set by the Climate Change (Scotland) Act 2009. Data collection for EESH2 (post 2020) was paused by the Scottish Government in 2022, whilst they carried out a review to bring the Standard in line with their net zero target. The Scottish Government ran a consultation, which closed in March 2024, to invite views on proposals for a new Social Housing Net Zero Standard which will replace EESH2. This is currently undergoing independent analysis.

The information provided in the ARC is used by the SHR to:

- Form a view of the regulatory risk presented by a Registered Social Landlord (RSL) and consequently the level of engagement that the SHR will have with the landlord (other information, e.g., financial returns, are also considered)
- Inform the regulatory process by comparison with other RSLs
- Form the basis for thematic inspections
- Publish an annual statistical report to enable RSLs, and others, to analyse performance against comparable organisations
- Publish information aimed at informing tenants about their landlord's performance

It is the responsibility of the Management Committee to ensure that staff provide accurate information and submit the ARC on time. At its meeting on 14 May 2024, the Governance Standards Working Group carried out a spot check of the data. A Management Committee member is required to authorise the online submission of the ARC and to confirm that its contents have been discussed at a meeting of the full Management Committee.

A copy of ELHA's ARC is attached to this report.

**2.0 Performance**

Overall performance has either stayed the same or has improved in most areas compared to 2022/23, however there has been some changes in performance in the following areas worth noting:

**2.1 Scottish Housing Quality Standard – Stock Summary (Indicator C9)**

The Management Committee may recall a significant deviation in performance reported in 2022/23 with regards to compliance with the Scottish Housing Quality Standard and the requirement to have had Electrical Inspection Compliance Reports (EICR) carried out in all properties by the end of March 2022. There were 54 ELHA properties that did not have a current EICR on 31 March 2023, and these have now been completed, resulting in full compliance with this legal requirement.

**2.2 Percentage of All Comments & Complaints Responded to in Full at Stage 2 (Indicators 3 and 4)**

Responses to Stage 2 Complaints has reduced from 100% to 93% which represents only two complaints not responded to within target during the first quarter of the year. Given the low number of complaints received so the reduction in the percentage figure can appear a bit misleading.

**2.3 Percentage of New Tenancies To Others Sustained For More Than A Year (Indicator 16)**

The SHR counts the number of failed tenancies within a twelve month period but does not take account of positive reasons for doing so. Whilst Tenancy Sustainment rates have decreased by 15% (nine tenancies), almost half of those ‘failed’ tenancies were for positive reasons, i.e. two tenants moved in with their respective partners and two tenants required a larger / smaller property due to changes in their family composition.

**3.0 Performance Review**

The Scottish Housing Regulator uses the ARC return to compile Landlord Performance Reports for each RSL. This includes some key comparative data. The Association commissions an independent consultant to review the published ARC data and undertake a review of ELHA performance, including benchmarking performance against other RSLs. This report will be presented to the November 2024 Management Committee meeting.

This ensures the Management Committee is able to review the Association’s performance in a wider context, but routine performance management is reported through the Key Performance Indicator report (see **Agenda Item 2.2**), and Complaints Analysis reports, as well as other more detailed performance reporting to the Audit & Assurance Committee, therefore no further analysis of the ARC return has been undertaken at this stage.

**Recommendation**

The Management Committee is asked to approve the Annual Return on the Charter for submission to the Scottish Housing Regulator.



**Landlord name:** East Lothian Housing Association Ltd

**RSL Reg. No.:** 103

**Report generated date:** 22/05/2024 11:25:55

**Approval**

A1.1	Date approved	
A1.2	Approver	
A1.3	Approver job title	
A1.4	Comments (Approval)	



Comments (Submission)

A large empty rectangular box intended for submitting comments.



## Social landlord contextual information

### Staff

#### Staff information, staff turnover and sickness rates (Indicator C1)

C1.1	the name of Chief Executive	Mr. Martin Pollhammer
C1.2.1	C1.2 Staff employed by the RSL: the number of senior staff	4.00
C1.2.2	the number of office based staff	43.30
C1.2.3	the number of care / support staff	0.00
C1.2.4	the number of concierge staff	0.00
C1.2.5	the number of direct labour staff	38.60
C1.2.6	the total number of staff	85.90
C1.3.1	Staff turnover and sickness absence: the percentage of senior staff turnover in the year to the end of the reporting year	50.00%
C1.3.2	the percentage of total staff turnover in the year to the end of the reporting year	15.11%
C1.3.3	the percentage of days lost through staff sickness absence in the reporting year	1.81%

**Social landlord contextual information****Lets**

Number of lets during the reporting year, split between 'general needs' and 'supported housing' (Indicator C3)		
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C3.1	The number of 'general needs' lets during the reporting year	91
C3.2	The number of 'supported housing' lets during the reporting year	15
Indicator C3		106



The number of lets during the reporting year by source of let (Indicator C2)
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C2.1	The number of lets to existing tenants	24
C2.2	The number of lets to housing list applicants	32
C2.3	The number of mutual exchanges	22
C2.4	The number of lets from other sources	1
C2.5.1	C2.5 The number of applicants who have been assessed as statutorily homeless by the local authority as:  section 5 referrals	0
C2.5.2	nominations from the local authority	10
C2.5.3	other	38
C2.6	the number of other nominations from local authorities	1
C2.7	Total number of lets excluding exchanges	106



## Annual Return on the Charter (ARC) 2023-2024

Comments for any notable improvements or deterioration in performance regarding the figures supplied in the "Social landlord contextual information" section.

Indicator 1.3.1 - Two directors retired during 2023/24 representing 50% of the Senior Management Team

**Overall satisfaction****All outcomes**

Percentage of tenants satisfied with the overall service provided by their landlord (Indicator 1)
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1.1.1	1.1 In relation to the overall tenant satisfaction survey carried out, please state: the number of tenants who were surveyed	725
1.1.2	the fieldwork dates of the survey	10/2022
1.1.3	The method(s) of administering the survey:	
	Post	<input type="checkbox"/>
1.1.4	Telephone	<input type="checkbox"/>
1.1.5	Face-to-face	<input checked="" type="checkbox"/>
1.1.6	Online	<input type="checkbox"/>
1.2.1	1.2 In relation to the tenant satisfaction question on overall services, please state the number of tenants who responded:	386
	very satisfied	
1.2.2	fairly satisfied	270
1.2.3	neither satisfied nor dissatisfied	30
1.2.4	fairly dissatisfied	22
1.2.5	very dissatisfied	14
1.2.6	no opinion	3
1.2.7	Total	725

Indicator 1	90.48%
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## Annual Return on the Charter (ARC) 2023-2024

Comments for any notable improvements or deterioration in performance regarding the figures supplied in the "Overall satisfaction" section.



## The customer / landlord relationship

### Communication

Percentage of tenants who feel their landlord is good at keeping them informed about their services and decisions (Indicator 2)

2.1	How many tenants answered the question "How good or poor do you feel your landlord is at keeping you informed about their services and decisions?"	725
2.2.1	2.2 Of the tenants who answered, how many said that their landlord was: very good at keeping them informed	381
2.2.2	fairly good at keeping them informed	318
2.2.3	neither good nor poor at keeping them informed	16
2.2.4	fairly poor at keeping them informed	5
2.2.5	very poor at keeping them informed	5
2.2.6	Total	725

	Indicator 2	96.41%
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## Participation

Percentage of tenants satisfied with the opportunities given to them to participate in their landlord's decision making processes (Indicator 5)

5.1	How many tenants answered the question "How satisfied or dissatisfied are you with opportunities given to you to participate in your landlord's decision making processes?"	725
5.2.1	5.2 Of the tenants who answered, how many said that they were: very satisfied	392
5.2.2	fairly satisfied	310
5.2.3	neither satisfied nor dissatisfied	17
5.2.4	fairly dissatisfied	2
5.2.5	very dissatisfied	4
5.2.6	Total	725

	Indicator 5	96.83%
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## Annual Return on the Charter (ARC) 2023-2024

Comments for any notable improvements or deterioration in performance regarding the figures supplied in the "The customer / landlord relationship" section.



## Housing quality and maintenance

### Quality of housing

#### Scottish Housing Quality Standard (SHQS) – Stock condition survey information (Indicator C8)

C8.1	The date your organisation's stock was last surveyed or assessed for compliance with the SHQS	07/2023
C8.2	What percentage of stock did your organisation fully assess for compliance in the last five years?	100.00
C8.3	The date of your next scheduled stock condition survey or assessment	07/2024
C8.4	What percentage of your organisation's stock will be fully assessed in the next survey for SHQS compliance	20.00
C8.5	Comments on method of assessing SHQS compliance.	

We employ an external consultant to carry out our stock condition surveys. We plan to carry out 20% each year to ensure we have 100% surveys completed over a five-year period.

We carried out 211 EICR's during 2023/24 which included the 54 that were not achieved by 31 March 2022. We are now 100% compliant with the EICR programme.



Scottish Housing Quality Standard (SHQS) – Stock summary (Indicator C9)
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		End of the reporting year	End of the next reporting year
C9.1	Total self-contained stock	1,374	1,407
C9.2	Self-contained stock exempt from SHQS	33	33
C9.3	Self-contained stock in abeyance from SHQS	0	0
C9.4.1	Self-contained stock failing SHQS for one criterion	0	0
C9.4.2	Self-contained stock failing SHQS for two or more criteria	0	0
C9.4.3	Total self-contained stock failing SHQS	0	0
C9.5	Stock meeting the SHQS	1,341	1,374



C9.6	Total self-contained stock meeting the SHQS by local authority
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	End of the reporting year	End of the next reporting year
Aberdeen City	0	0
Aberdeenshire	0	0
Angus	0	0
Argyll & Bute	0	0
City of Edinburgh	0	0
Clackmannanshire	0	0
Dumfries & Galloway	0	0
Dundee City	0	0
East Ayrshire	0	0
East Dunbartonshire	0	0
East Lothian	1,341	1,374
East Renfrewshire	0	0
Eilean Siar	0	0
Falkirk	0	0
Fife	0	0
Glasgow City	0	0
Highland	0	0
Inverclyde	0	0
Midlothian	0	0
Moray	0	0
North Ayrshire	0	0



North Lanarkshire	0	0
Orkney Islands	0	0
Perth & Kinross	0	0
Renfrewshire	0	0
Scottish Borders	0	0
Shetland Islands	0	0
South Ayrshire	0	0
South Lanarkshire	0	0
Stirling	0	0
West Dunbartonshire	0	0
West Lothian	0	0
Totals	1,341	1,374

Percentage of stock meeting the Scottish Housing Quality Standard (SHQS) (Indicator 6)
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6.1.1	The total number of properties within scope of the SHQS: at the end of the reporting year	1,374
6.1.2	projected to the end of the next reporting year	1,407
6.2.1	The number of properties meeting the SHQS: at the end of the reporting year	1,341
6.2.2	projected to the end of the next reporting year	1,374

Indicator 6 - Percentage of stock meeting the SHQS at the end of the reporting year	97.60%
Indicator 6 - Percentage of stock meeting the SHQS projected to the end of the next reporting year	97.65%



## Percentage of tenants satisfied with the quality of their home (Indicator 7)

7.1	How many tenants answered the question "Overall, how satisfied or dissatisfied are you with the quality of your home?"	725
7.2.1	7.2 Of the tenants who answered, how many said that they were: very satisfied	424
7.2.2	fairly satisfied	225
7.2.3	neither satisfied nor dissatisfied	29
7.2.4	fairly dissatisfied	34
7.2.5	very dissatisfied	13
7.3	Total	725

	Indicator 7	89.52%
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**Repairs, maintenance & improvements**

Average length of time taken to complete emergency repairs (Indicator 8)		
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8.1	The number of emergency repairs completed in the reporting year	247
8.2	The total number of hours taken to complete emergency repairs	324

Indicator 8		1.31
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Average length of time taken to complete non-emergency repairs (Indicator 9)		
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9.1	The total number of non-emergency repairs completed in the reporting year	2,337
9.2	The total number of working days taken to complete non-emergency repairs	13,348

Indicator 9		5.71
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Percentage of reactive repairs carried out in the last year completed right first time (Indicator 10)		
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10.1	The number of reactive repairs completed right first time during the reporting year	2,202
10.2	The total number of reactive repairs completed during the reporting year	2,337

Indicator 10		94.22%
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How many times in the reporting year did not meet your statutory duty to complete a gas safety check (Indicator 11).

11.1	The number of times you did not meet your statutory duty to complete a gas safety check.	0
11.2	if you did not meet your statutory duty to complete a gas safety check add a note in the comments field	N/A

Indicator 11	0
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Percentage of tenants who have had repairs or maintenance carried out in last 12 months satisfied with the repairs and maintenance service (Indicator 12)

12.1	Of the tenants who had repairs carried out in the last year, how many answered the question "Thinking about the LAST time you had repairs carried out, how satisfied or dissatisfied were you with the repairs service provided by your landlord?"	1,075
12.2	Of the tenants who answered, how many said that they were:	756
12.2.1	very satisfied	
12.2.2	fairly satisfied	144
12.2.3	neither satisfied nor dissatisfied	84
12.2.4	fairly dissatisfied	38
12.2.5	very dissatisfied	53
12.2.6	Total	1,075

	Indicator 12	83.72%
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## Annual Return on the Charter (ARC) 2023-2024

Comments for any notable improvements or deterioration in performance, or compliance with tenant and resident safety requirements regarding the figures supplied in the "Housing quality and maintenance" section, including non-compliance with electrical, gas and fire safety requirements and plans to address these issues.

Indicator 12 - In accordance with the SHR Guide to Surveying Tenant and Service Users, dated January 2023, ELHA have used the results of it's rolling repairs survey for the period 1/4/23 - 31/3/24. 2337 feedback forms were issued and a total of 1075 responses were received.



## Neighbourhood & community

### Estate management, anti-social behaviour, neighbour nuisance and tenancy disputes

Percentage of all complaints responded to in full at Stage 1 and percentage of all complaints responded to in full at Stage 2. (Indicators 3 & 4)

	1st stage	2nd stage
Complaints received in the reporting year	114	15
Complaints carried forward from previous reporting year	2	0
All complaints received and carried forward	116	15
Number of complaints responded to in full by the landlord in the reporting year	113	14
Time taken in working days to provide a full response	333	231

Indicators 3 & 4 - The percentage of all complaints responded to in full at Stage 1	97.41%
Indicators 3 & 4 - The percentage of all complaints responded to in full at Stage 2	93.33%
Indicators 3 & 4 - The average time in working days for a full response at Stage 1	2.95
Indicators 3 & 4 - The average time in working days for a full response at Stage 2	16.50



Percentage of tenants satisfied with the landlord's contribution to the management of the neighbourhood they live in (Indicator 13)

13.1	How many tenants answered the question "Overall, how satisfied or dissatisfied are you with your landlord's contribution to the management of the neighbourhood you live in?"	725
13.2.1	13.2 Of the tenants who answered, how many said that they were: very satisfied	484
13.2.2	fairly satisfied	211
13.2.3	neither satisfied nor dissatisfied	12
13.2.4	fairly dissatisfied	10
13.2.5	very dissatisfied	8
13.2.6	Total	725

	Indicator 13	95.86%
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Percentage of tenancy offers refused during the year (Indicator 14)		
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14.1	The number of tenancy offers made during the reporting year	108
14.2	The number of tenancy offers that were refused	3

		Indicator 14	2.78%
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Percentage of anti-social behaviour cases reported in the last year which were resolved (Indicator 15)		
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15.1	The number of cases of anti-social behaviour reported in the last year	149
15.2	Of those at 15.1, the number of cases resolved in the last year	147

Indicator 15		98.66%
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Abandoned homes (Indicator C4)
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C4.1	The number of properties abandoned during the reporting year	0
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## Percentage of the court actions initiated which resulted in eviction and the reasons for eviction (Indicator 22)

22.1	The total number of court actions initiated during the reporting year	11
22.2.1	22.2 The number of properties recovered: because rent had not been paid	2
22.2.2	because of anti-social behaviour	0
22.2.3	for other reasons	0

Indicator 22 - Percentage of the court actions initiated which resulted in eviction because rent had not been paid	18.18%
Indicator 22 - Percentage of the court actions initiated which resulted in eviction because of anti-social behaviour	0.00%
Indicator 22 - Percentage of the court actions initiated which resulted in eviction for other reasons	0.00%
Indicator 22 - Percentage of the court actions initiated which resulted in eviction	18.18%



## Annual Return on the Charter (ARC) 2023-2024

Comments for any notable improvements or deterioration in performance regarding the figures supplied in the "Neighbourhood & community" section.

Indicator 3&4 - Performance in relation to the percentage of all complaints responded to in full at Stage 2 had dropped from 100% to 93.33% and represents 2 complaints not being responded to within the 20 day timeframe.

**Access to housing and support****Housing options and access to social housing**

Percentage of lettable houses that became vacant in the last year (Indicator 17)
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17.1	The total number of lettable self-contained stock	1,373
17.2	The number of empty dwellings that arose during the reporting year in self-contained lettable stock	107

	Indicator 17	7.79%
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## Number of households currently waiting for adaptations to their home (Indicator 19)

19.1	The total number of approved applications on the list for adaptations as at the start of the reporting year, plus any new approved applications during the reporting year.	38
19.2	The number of approved applications completed between the start and end of the reporting year	32
19.3	The total number of households waiting for applications to be completed at the end of the reporting year.	4
19.4	if 19(iii) does not equal 19(i) minus 19(ii) add a note in the comments field.	
2 adaptations were cancelled.		

Indicator 19

6



## Total cost of adaptations completed in the year by source of funding (£) (Indicator 20)

20.1	The cost (£) that was landlord funded;	£21,880
20.2	The cost (£) that was grant funded	£35,990
20.3	The cost (£) that was funded by other sources.	£0

Indicator 20		£57,870
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The average time to complete adaptations (Indicator 21)		
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21.1	The total number of working days taken to complete all adaptations.	1,431
21.2	The total number of adaptations completed during the reporting year.	34

		Indicator 21	42.09
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Homelessness – the percentage of referrals under Section 5, and other referrals for homeless households made by the local authority, that result in an offer, and the percentage of those offers that result in a let (Indicator 23)

23.1	The total number of individual homeless households referrals received under section 5.	0
23.2	The total number of individual homeless households referrals received under other referral routes.	50
23.3	The total number of individual homeless households referrals received under section 5 and other referral routes.	50
23.4	The total number of individual homeless households referrals received under section 5 that result in an offer of a permanent home.	0
23.5	The total number of individual homeless households referrals received under other referral routes that result in an offer of a permanent home.	50
23.6	The total number of individual homeless households referrals received under section 5 and other referral routes that result in an offer of a permanent home.	50
23.7	The total number of accepted offers.	49

Indicator 23 - The percentage of referrals under section 5, and other referrals for homeless households made by a local authority, that result in an offer	100.00%
Indicator 23 - The percentage of those offers that result in a let	98.00%



Average length of time to re-let properties in the last year (Indicator 30)		
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30.1	The total number of properties re-let in the reporting year	78
30.2	The total number of calendar days properties were empty	1,442

Indicator 30		18.49
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## Tenancy sustainment

Percentage of new tenancies sustained for more than a year, by source of let (Indicator 16)

16.1.1	The number of tenancies which began in the previous reporting year by: existing tenants	27
16.1.2	applicants who were assessed as statutory homeless by the local authority	43
16.1.3	applicants from your organisation's housing list	19
16.1.4	nominations from local authority	1
16.1.5	other	20
16.2.1	The number of tenants at 16.1 who remained in their tenancy for more than a year by: existing tenants	27
16.2.2	applicants who were assessed as statutory homeless by the local authority	38
16.2.3	applicants from your organisation's housing list	18
16.2.4	nominations from local authority	1
16.2.5	other	17

Indicator 16 - Percentage of new tenancies to existing tenants sustained for more than a year	100.00%
Indicator 16 - Percentage of new tenancies to applicants who were assessed as statutory homeless by the local authority sustained for more than a year	88.37%
Indicator 16 - Percentage of new tenancies to applicants from the landlord's housing list sustained for more than a year	94.74%
Indicator 16 - Percentage of new tenancies through nominations from local authority sustained for more than a year	100.00%
Indicator 16 - Percentage of new tenancies to others sustained for more than a year	85.00%



## Annual Return on the Charter (ARC) 2023-2024

Comments for any notable improvements or deterioration in performance regarding the figures supplied in the "Access to housing and support" section.

Indicator 16 - % of new tenancies to others sustained for more than a year has dropped by 15% on the previous year and can be attributed to changing household compositions with two tenants moving due to overcrowding/underoccupancy and two tenants moving in with their partners, three tenants did not like the area or their home, one had a mutual exchange and one moved due to social isolation

**Getting good value from rents and service charges****Rents and service charges**

Rent collected as percentage of total rent due in the reporting year (Indicator 26)		
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26.1	The total amount of rent collected in the reporting year	£7,741,315
26.2	The total amount of rent due to be collected in the reporting year (annual rent debit)	£7,742,059

Indicator 26		99.99%
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Gross rent arrears (all tenants) as at 31 March each year as a percentage of rent due for the reporting year (Indicator 27)

27.1	The total value (£) of gross rent arrears as at the end of the reporting year	£367,125
27.2	The total rent due for the reporting year	£7,823,910

Indicator 27		4.69%
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## Average annual management fee per factored property (Indicator 28)

28.1	The number of residential properties factored	50
28.2	The total value of management fees invoiced to factored owners in the reporting year	£75

Indicator 28		£1.50
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## Percentage of rent due lost through properties being empty during the last year (Indicator 18)

18.1	The total amount of rent due for the reporting year	£7,823,910
18.2	The total amount of rent lost through properties being empty during the reporting year	£36,362

Indicator 18		0.46%
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Rent increase (Indicator C5)
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C5.1	The percentage average weekly rent increase to be applied in the next reporting year	7.10%
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The number of households for which landlords are paid housing costs directly and the total value of payments received in the reporting year (Indicator C6)

C6.1	The number of households the landlord received housing costs directly for during the reporting year	453
C6.2	The value of direct housing cost payments received during the reporting year	£2,102,557



## Amount and percentage of former tenant rent arrears written off at the year end (Indicator C7)

C7.1	The total value of former tenant arrears at year end	£119,503
C7.2	The total value of former tenant arrears written off at year end	£2,598

	Indicator C7	2.17%
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## Value for money

Percentage of tenants who feel that the rent for their property represents good value for money (Indicator 25)
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25.1	How many tenants answered the question "Taking into account the accommodation and the services your landlord provides, do you think the rent for your property represents good or poor value for money?"	725
25.2.1	25.2 Of the tenants who answered, how many said that their rent represented: very good value for money	278
25.2.2	fairly good value for money	340
25.2.3	neither good nor poor value for money	34
25.2.4	fairly poor value for money	42
25.2.5	very poor value for money	31
25.3	Total	725

Indicator 25	85.24%
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## Percentage of factored owners satisfied with the factoring service they receive (Indicator 29)

29.1	How many factored owners answered the question "Taking everything into account, how satisfied or dissatisfied are you with the factoring services provided by your landlord?"	9
29.2.1	29.2 Of the factored owners who answered, how many said that they were: very satisfied	1
29.2.2	fairly satisfied	0
29.2.3	neither satisfied nor dissatisfied	1
29.2.4	fairly dissatisfied	5
29.2.5	very dissatisfied	2
29.3	Total	9

Indicator 29	11.11%
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## Annual Return on the Charter (ARC) 2023-2024

Comments for any notable improvements or deterioration in performance regarding the figures supplied in the "Getting good value from rents and service charges" section.

Indicator 29 - A significant number of owners refused to take part in ELHA's independent satisfaction survey carried out December 2022, resulting in only 9 owners who receive factoring services being surveyed. Given the small sample size, this can mean that a single result can give a misleading impression.



**Other customers**

**Gypsies / Travellers**

For those who provide Gypsies/Travellers sites - Average weekly rent per pitch (Indicator 31)
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31.1	The total number of pitches	0
31.2	The total amount of rent set for all pitches during the reporting year	N/A

	Indicator 31	N/A
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For those who provide sites – percentage of Gypsy/Travellers satisfied with the landlord’s management of the site (Indicator 32)

32.1	How many Gypsies/Travellers answered the question "How satisfied or dissatisfied are you with your landlord's management of your site?"	
32.2.1	32.2 Of the Gypsies/Travellers who answered, how many said that they were: very satisfied	
32.2.2	fairly satisfied	
32.2.3	neither satisfied nor dissatisfied	
32.2.4	fairly dissatisfied	
32.2.5	very dissatisfied	
32.2.6	Total	

Indicator 32	
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## Annual Return on the Charter (ARC) 2023-2024

Comments for any notable improvements or deterioration in performance regarding the figures supplied in the "Other customers" section.

# Empty Homes Management Policy Review

## Report by Karen Barry, Director of Housing for approval

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### 1.0 Introduction

The Empty Homes Management Policy is due its periodic review.

### 2.0 Summary of Amendments

Most of the recommended changes to the policy are self-explanatory and tracked on the **Policy Document** attached to this report. The changes are not significant and so a full tenant consultation has not been carried out, however the Tenant Involvement Group have been consulted and paper-free tenants were invited to comment through the e-news. No feedback was received.

Recommended changes include:

Section 2.0, Legal & Regulatory Framework	The key legislation within this section has been updated, the SSHC outcomes expanded upon and the policies to which the Empty Homes Management policy is aligned to, added.
Section 9.0, Inspection & Repair	<p>Section 9.3 has been added to align the policy with the requirements of the Key Tenant Scheme's terms and conditions.</p> <p>Section 9.8 has been amended to state all repairs will be carried out during the void period and to highlight that components will be replaced wherever possible within the planned maintenance programme. However, if work is required before this, for example, for Health &amp; Safety reasons, the work will be carried out within the void period. Since the last policy review, it is evident that such work can normally be managed within the overall target timescale of 21 days providing a far better and less disruptive service for new tenants. Prospective tenants will be offered colour choices for bathrooms and kitchens where this is possible.</p>

Section 13.0 Allocation of Empty Homes	A sentence has been added at 13.1 to highlight that ELHA will offer the services of the Money & Home Energy Adviser and/or the Housing & Community Outreach worker to provide support to prospective tenants where vulnerability has been identified, to ensure appropriate support is in place to enable them to take up the offer of a tenancy and go on to sustain it. This was added following the Equality Impact Assessment of the policy taking account of the disability protected characteristic group.
Section 14.0 Reward Scheme	The developments at The Granary, Haddington and Hillview Court, Ormiston are served by communal / district heating systems and tenants were paying a set monthly amount to a heating account. The Association is legally required to provide accurate energy bills, therefore on 1 April 2024 a new billing service was introduced, and Ista appointed to instal meters in each property and manage this. Tenants can pay their costs as they use the energy through their Myista account and there is the provision to go into the red by up to £10 to allow time to top up their account before the supply is cut off. A new criteria has been added to ensure that tenants have a clear utility account at tenancy end to qualify for a reward.
Section 16.0 Equal Opportunities	This section has been expanded to emphasise how accessible services are provided following the Equality Impact Assessment.
Appendix 2	The Minimum Relet Standard has been improved with no cost to the Association. All repairs will be completed before re-let and the current form is now obsolete. The Standard will be added to elha.com and in the My New Home process so that new tenants know what to expect.

**4.0 Equality Impact Assessment**

Consideration had been given to the Equality & Diversity Policy and an Equality Impact Assessment (EIA) of this policy has been carried out, with additions made at Sections 13.0 and 16.0 of the policy, as noted above.

EIAs are a regulatory requirement and evidence of the assessment will be provided to the Governing Standards Working Group for consideration and will form part of the Evidence Bank to support the Annual Assurance Statement.

**Recommendation**

The Management Committee is asked to approve the changes to the Empty Homes Management Policy.



<b>Date Issued</b>	1 April 2008
<b>Last Reviewed</b>	May 20 <del>24</del> <sup>19</sup>
<b>Department</b>	Housing Management
<b>Title</b>	Empty Homes Management
<b>Objective</b>	To ensure that empty properties are prepared to an agreed standard, to minimise the time properties are empty and to control rent loss and repair costs
<b>Responsible</b>	Director of Housing
<b>Next Review Date</b>	May 20 <del>24</del> <sup>29</sup>

## 1.0 Introduction

- 1.1 An empty home is a property for which there is no income because it has no current tenant. Empty homes are an inevitable part of the provision and management of rented accommodation, as tenancies will end for one reason or another.
- 1.2 Whilst a property is empty, no rental income is being received for it. This can have an impact on the level and quality of service delivery which the Association can achieve. Empty home rent loss can be minimised by trying to reduce the number of properties which become empty and re-letting them as quickly as possible.
- 1.3 We have a set of Performance Indicators, Standards and ~~T~~targets for managing empty homes. We also have a clear set of procedures to assist staff in achieving our objectives and timescales.

## 2.0 Legal & Regulatory Framework

2.1 ~~This policy complies with:-~~We will comply with all relevant legislation including (the list is not exhaustive):

- Housing (Scotland) Act 2001
- The terms of the East Lothian Scottish Secure Tenancy Agreement
- The Gas Safety (Installation & Use) Regulations 1998
- CDM Regulations 2015
- Control of Asbestos Regulations 2012
- Control of Substances Hazardous to Health (COSHH) 1999
- Environmental Protection Act 1990
- Health & Safety Act 1974
- Equality~~ies~~ Act 2010

2.2 We will also comply with the Scottish Housing Regulator's Social Housing Charter Outcomes and Standards which support the requirements of the Scottish Social Housing Charter, and in particular the following outcomes:

<u>Equalities</u>	<u>Social landlords perform all aspects of their housing services so that:</u>  <u>They support the right to adequate housing, and every tenant and other customer has their individual needs and rights recognised, is treated fairly and with respect, and receives fair access to housing and housing services</u>
<u>Communication</u>	<u>Tenants' and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decision and the services it provides</u>
<u>Quality of Housing</u>	<u>Tenants' homes, as a minimum, when they are allocated are always clean, tidy, and in a good state of repair, meeting the Scottish Housing Quality Standard (SHQS), and any other building quality standard in place throughout the tenancy; and also meets the relevant Energy Efficiency and Zero Emission Heat Standard</u>
<u>Value for Money</u>	<u>Tenants', owners and other customers receive services that provide continually improving value for the rent and other charges that they pay</u>
<u>Tenancy Sustainment</u>	<u>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</u>

This policy also aims to achieve the Scottish Social Housing Charter Standards 4, Quality of Housing and 13, Value for Money, and the associated outcomes, by ensuring that properties are always clean, tidy and in a good state of repair when they are allocated, and that the time houses are empty is kept to a minimum.

2.3 This policy complies with our following policies and strategies:

Maintenance Policy

Property Maintenance – Legal Obligations Policy

Cause for Concern Strategy

Asbestos Management Policy

Tenancy Management Policy

These Homes (Allocations) Policy

[Communications Strategy](#)

[Temporary Accommodation and Decants Policy](#)

[Authorisations and Standard Charges and Allowances Policy](#)

[Lone Working Policy](#)

### **32.0 Policy Aims and Objectives**

We aim to:

- Meet our legal obligations to ensure that all properties are wind and watertight, habitable and in all respects reasonably fit for habitation at the start of each tenancy
- Assist in meeting housing need as soon as possible
- Minimise the rent loss on empty properties
- Minimise the cost of repairs whilst ensuring all properties are repaired to a minimum standard
- Ensure effective, efficient and accountable management of our properties
- Comply with legal duties, regulatory requirements and good practice standards
- To set targets in relation to empty homes management and to monitor this process
- Ensure tenants are aware of their end of tenancy obligations
- [Ensure all information is provided in Plain English, in a format which suits the tenant](#)
- Prevent end of tenancy generated arrears and chargeable repairs wherever possible

### **43.0 Empty Homes Management Standards**

**43.1** We take positive action to minimise the number of empty homes by:

- Advertising properties as soon as practically possible and making sure we match applicants to properties which will suit current and, as far as possible, future needs in order to reduce turnover
- Ensuring all our properties and their surrounding environment are managed and maintained to a high standard to achieve high tenant/resident satisfaction
- Taking preventative and early intervention action to resolve any rent arrears problems in order to reduce the number of evictions and subsequent empty homes
- Encouraging mutual exchanges
- Identifying and obtaining the appropriate support requirements to enable tenants to sustain their tenancies

**43.2** We take positive action to minimise the time a property is empty by:

- Agreeing nomination / homeless referral arrangements, including timescales, with East Lothian Council and other agencies
- Where appropriate, interviewing prospective tenants early
- Setting clear timescales for responding to an offer and viewing a property
- Ensuring minimum notice periods are enforced unless it is not reasonable to do so
- Carrying out pre-termination inspections wherever possible and ordering routine repairs before the tenancy ends
- Offering rewards to encourage tenants to return properties in reasonable condition with no chargeable repairs
- Inspecting empty properties and ordering essential repairs and safety checks as soon as possible after receipt of the keys
- Securing empty properties where required to reduce vandalism
- Providing paint packs or decoration vouchers at every re-let.
- ~~Carrying out non-essential repairs after a new tenant moves in.~~

#### **54.0 Definition of an Empty Home**

**54.1** An empty home can be defined as 'a property that has no tenant for a 'period of time'. We consider a property an empty home in the following circumstances:

- Formal termination of tenancy
- On the death of the tenant (where no right of succession exists)
- Abandonment
- Eviction
- Transfers

Mutual exchanges do not have a period where the property is empty. The mutual exchange process is documented in our Tenancy Management Policy.

#### **65.0 Empty Home Categories**

**65.1** We have two types of empty homes; properties which are available for let and those which are not. An abandoned house is not immediately considered to be an empty home as the tenant is responsible for the rent until the point where we have been able to repossess the property.

**6.2** We have four different categories for properties which are not available for let:

- Straightforward empty properties which are undergoing repair and should be re-let within target timescales
- Empty properties which require major repair work or refurbishment where we expect them to exceed our target timescale for re-letting

and they fall within the [Scottish Social Housing Charter](#) definition of an excluded void

- Properties that are held empty for management or policy reasons
- Customer Care Empty Homes; properties that are going to be empty for longer than our normal target timescale but which do not meet the reasons set out at (2) above. For example, if we need to carry out a medical adaptation because it is unsafe for the prospective tenant to move in, and this work will cause a delay in the empty house being completed.

6.3 We have three different categories for properties which are ready for let:

- [New Lets](#) Properties which have been handed over to us by our development agents and are waiting to be let for the first time.
- [Re-lets](#) Properties which have been let before and are waiting to be allocated or are undergoing repair.
- [Off rent](#) Properties which could be re-let but which we decide to use for other purposes for a period of time (e.g. to pilot a new heating system.)

## **7.6.0 Formal Termination**

**7.6.1** A tenant must normally give us 28 days' notice, in writing, if they intend to terminate their tenancy. This requirement may be waived at the discretion of the Housing Manager in exceptional circumstances only.

**7.6.2** Where a tenant is moving to another Association or public sector tenancy, they may have little control over the tenancy start date and we may consider reducing the Notice period to avoid them having to pay rent on two properties.

## **8.0 Death of a Tenant**

**8.7.1** If a tenant has died and there is no qualified person to succeed to the tenancy, the tenancy will officially end on the date of the death. We will allow up to two weeks rent free for the house to be cleared although we retain the discretion to claim from the tenant's estate for the rent loss for this period. We may extend the period allowed to clear the house by a maximum of two further weeks, provided the previous tenant's estate will cover the rent loss.

**8.7.2** We will advise the next of kin, or representative dealing with their affairs, of the end of tenancy responsibilities and procedures. With regards to the condition in which the property should be handed back, requirements are the same as those for a formal termination. When a tenant dies with no relatives, and has left no will, the estate reverts to the Crown. We will take advice from the appropriate agencies in such cases.

**87.3** In the event of a sudden death arising through suspicious circumstances, our staff will work sensitively and quickly with family and / or external agencies such as the police. We will provide advice and support where appropriate to the remaining family, e.g. signposting to Victim Support or assistance with claiming benefits.

**87.4** We will work within the legal framework for cleaning properties following the death of a tenant and for the disposal of contaminated waste. We will always use ~~an accredited~~ a specialist company to clean the property.

**87.5** If there is a qualified person to succeed the tenancy then staff will refer to our Tenancy Management Policy and Succession procedures.

## **98.0 Inspection & Repair**

**98.1** We will carry out a pre-termination inspection wherever possible to assess what work is required. We will carry out an exit interview and provide advice to the outgoing tenant on clearing the house, highlighting the possibility of chargeable repairs and any improvements which may qualify for compensation.

~~9.28-2~~ Where possible, we will carry out a final inspection on the termination date or an agreed date, with the tenant present to check that any repairs required at the pre-termination inspection have been carried out. If the work has not been completed to our satisfaction, the tenant may be given the option of extending the tenancy so that they can avoid the cost of chargeable repairs.

~~9.3~~ Platinum and Gold Key Tenants receiving rent discounts may lose their discount in the final month if they do not provide access in reasonable time to allow the inspections before tenancy end.

~~9.48-3~~ It is not always possible to carry out a pre-termination and final inspection but, in all cases, we will carry out an inspection after the property has been vacated.

~~9.58-4~~ A property of a tenant who wishes to transfer will normally be pre-inspected before a Priority Pass is awarded. Transfers will be conditional upon the tenant leaving the property in a satisfactory condition. This requirement may be waived at the discretion of the Housing Manager.

~~9.68-5~~ Following the pre termination inspection we will order repairs which are our responsibility, and which can be completed before the tenant moves out.

~~9.78-6~~ If the tenant has recently received any decoration allowances, for example, following contract work, staff will check to ensure that the decoration has been completed. If no work has been undertaken, then

staff should request that the tenant return the decoration allowance. If not, the tenant will be charged the value.

~~9.88.7~~ ~~As soon as the keys are received~~ We will inspect the empty property to identify any repairs required to bring ~~the property~~ up to a lettable standard (Appendix 2) ~~a-s soon as the keys are received.~~

~~9.98.8~~ We will carry out the required gas (if appropriate) and electric safety checks ~~for all in every~~ empty property ~~ies and complete all.~~ ~~We will usually carry out required repairs whilst the property is empty, however, minor repairs may be carried out when the new tenant moves in. Upgrades which would not normally require a tenant to be decanted (e.g. kitchen & bathroom replacements) will normally be carried out after the new tenant has moved in. We aim to replace components within the planned maintenance programme but if a kitchen or bathroom requires to be replaced early than this, we will complete the work whilst the property is empty. If we are aware of the prospective tenant early in the process, we may consult them on choice of colours for the kitchen units or bathroom wet boards.~~

~~8.99.10~~ Contractors are employed to carry out repairs and must complete the work within a set timescale. Staff will monitor the repair work on empty homes separately from other repair work.

~~9.118.10~~ Decoration is the tenant's responsibility, and we will only decorate properties in exceptional circumstances. A paint pack or decoration voucher, sufficient to re-decorate the whole property is given to every new tenant irrespective of the condition of the decoration. We will randomly or selectively inspect properties to ensure that re-decoration has been carried out.

~~9.124~~ Dirty properties will normally be professionally cleaned before the prospective tenant is allowed to view.

### ~~109.0~~ Chargeable Repairs

~~109.1~~ If ~~at~~ the post-termination inspection repair work is found to be required and ~~it~~ is the responsibility of the out-going tenant, the costs of such work will be ~~charged~~ to them. We have a formal procedure, set out in our Chargeable Repairs Service Policy, for pursuing the costs of chargeable repairs, redecoration and cleaning that are the former tenant's responsibility.

### ~~110.0~~ Right to Compensation for Improvements

~~110.1~~ If a tenant has carried out an improvement to the property which qualifies under the Right to Compensation for Improvements Scheme, they will be advised to claim compensation. Information is available ~~in~~

on ~~elha.com~~ ~~elha.com~~ and in a tenant's My Home account. Leaflets are available at any time on request.

#### **124.0 Re-let Standard**

124.1 Properties will only be re-let when they meet our minimum lettable standard as detailed at **Appendix 2**.

#### **132.0 Allocation of Empty Homes**

132.1 We will start the allocations process by advertising the property on [These Homes on](#) the first available date after receiving notice to terminate. We will allocate properties in an efficient, speedy and effective manner in accordance with our [These Homes \(Allocations\) Policy](#) ~~and will make referrals to our Tenancy Support Services where we identify vulnerable prospective tenants who may require some support to enable them to take up a tenancy and sustain it.~~

132.2 To minimise the incidence of refusals we will arrange accompanied viewings with prospective tenants for both new lets and re-lets on every occasion. We will advise of the paintpacks / decoration vouchers at a re-let accompanied viewing, ~~and will provide a list of any repairs to be completed within a set timescale after the tenant has moved in.~~ We will also advise of any contract work to be carried out in the next year.

132.3 We will carry out new tenancy visits to any tenant who requests a visit, or to tenants who are vulnerable or for whom early indicators suggest that it would be beneficial, to ensure that the tenancy is sustained. Please refer to our Tenancy Sustainment Policy.

#### **143.0 Reward Scheme**

143.1 There can be considerable costs associated with bringing empty homes up to a lettable standard where the outgoing tenant has failed to leave the property in an acceptable condition. Whilst we always try to recover these costs, this can be difficult once the tenant has moved on.

143.2 We will seek to minimise these costs by encouraging tenants to leave their homes in an acceptable condition by giving a reward.

143.3 We will reward tenants with £150 who terminate their tenancy and:

- Have held the tenancy for a minimum period of 12 months (this requirement may be waived at the discretion of the Housing Manager)
- Provides access to allow the property to be inspected before they move out



- Return their keys on time
- Leave the property in a clean and tidy condition, with no chargeable repairs or decoration needed
- Leave a clear rent account
- Leave no debt on their utility meter (The Granary, Haddington & Hillview Court, Ormiston only)
- Leave a forwarding address

~~143.4~~ We will not pay a reward where ~~the a~~ tenancy terminates ~~as a result of~~because of the death of the tenant.

#### ~~154.0~~ Performance Monitoring

~~154.1~~ We aim to maintain and ultimately improve our empty homes management performance through effective and efficient monitoring. **Appendix 1** sets out our targets in relation to empty homes management which will be reviewed annually.

~~154.2~~ Our Housing & Property Services Sub-Audit & Assurance -Committee monitors performance through the submission of quarterly reports. These reports include:

- Number of tenancy terminations received, and re-lets completed
- Quarterly loss of rental income on empty properties
- Cumulative rental loss on empty properties
- Average re-let times
- Empty homes exceeding time to repair target and why
- Empty homes exceeding time to allocate target and why
- Refusals of offers of housing and reasons why
- Cost of empty house repairs (annually)
- ~~Benchmarking information (annually)~~
- The cost of paintpacks/\_decoration vouchers paid (annually)
- The number and cost of rewards paid out (annually)

~~154.3~~ We also measure tenant satisfaction with the empty homes management process through questionnaires.

#### ~~165.0~~ Equal Opportunities

~~165.1~~ -We operate an equal opportunities policy, compliant with the Equalities Equality Act 2010 and this applies to all aspects of our business. In dealing with the empty homes management process, no tenant will be treated differently or less favourably on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity; race, religion or belief, sex, or sexual orientation.

~~16.2~~

~~16.3~~

16.2 Upon request we will make information available on empty homes related matters ( such as end of tenancy responsibilities, right to compensation for improvements and chargeable repairs) in alternative formats, for example, in large print. We are members of Happy to Translate and subscribe to Language Line, which enables us to access instant translations services from any telephone, 24 hours a day will provide translations services if English is not a tenant's first language.

16.3 We also provide information about moving out on elha.com, which has a range of accessibility features to support tenants, for example, Readspeaker, a text re-size function, Google Translate and we operate Live Person, where customers can 'chat' with staff online.

## ~~17.6.0~~ Review of Policy

~~17.6.1~~ The Director of Housing is responsible for reviewing this policy every 5 years. Any changes required will be submitted to the Management Housing & Property Services Sub-Committee for approval.

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Appendix 1

Empty Homes Management Policy

Performance Targets

We have set Performance Indicators and targets for managing empty homes.

Target times are all measured in calendar days.

New Let Targets

New let properties are handed over to us by our Development Agent and are then ready to let for the first time. The rent loss and new let time is calculated from the day the property is handed over.

Our target times for letting all new lets are:

- Within 3 working days of handover if there are less than 15 properties
- Within 5 working days if there are more than 15 properties

Our targets for new let rent loss are:

- 0.5% of the annual rent receivable for the development if there are less than 15 properties
- 1% of the annual rent receivable for the development if there are more than 15 properties

Re-let Targets

Our target for letting all re-let voids is 21 calendar days. This time is measured from the day after the keys are received to the day before the tenancy starts. Within the overall target the following functional targets are set:

Task	Target (working days)	Comments
Carry out empty property inspection	1	From receipt of keys
Issue repair instructions	1	From date of inspection
Repairs completed by contractor	10	From date repair instruction issued
Issue a confirmed offer	5	from termination date
Repair check	1	From keys back from contractor
Accompanied viewing	1	From repair check
Sign up tenant and complete paperwork	1	From accompanied viewing

The void rent loss target for re-lets is 0.75% of the overall annual rent receivable.

Minimum Re-let Standard Checklist

The Association has a legal responsibility to ensure that a house is wind and watertight, habitable and reasonably fit for human habitation both at the beginning of a tenancy and throughout its term. We have set the following minimum relet standard to ensure that we meet our responsibility and comply with the requirements of the Housing (Scotland) Act 2001.

<u>Element</u>	<u>Standard</u>
<u>Gas</u>	<u>We will carry out a gas safety check which will include checking all gas appliances and outlets to ensure there are no leaks. We will upload the gas safety check certificate to My Home at the start of a tenancy.</u>
<u>Electrics</u>	<u>We will carry out an electrical safety check to ensure the property is safe from electrical faults before a tenancy starts.</u>
<u>Smoke Alarms</u>	<u>We will test all smoke alarms, including the carbon monoxide detector where required, and ensure they are in working order.</u>
<u>Energy Performance Certificate (EPC)</u>	<u>We will supply an EPC at the start of a tenancy and upload a copy to My Home.</u>
<u>Water System</u>	<u>We will check to ensure there are no leaks from the water system.</u>
<u>Utility Meters</u>	<u>All pre-payment meters are free from debt.</u> <u>We will register new tenants at the Granary &amp; Hillview Court with ista before the tenancy starts so that their Myista account will be ready for use when they move in.</u>
<u>Structure</u>	<u>The property will be wind and watertight, and free from leaks or draughts.</u>
<u>Front &amp; Back Door</u>	<u>The front and back doors will be fully operational, and we will provide a minimum of two keys for each door.</u>
<u>Extractor Fans</u>	<u>We will clean and service extractor fans.</u>
<u>Heating System</u>	<u>We will ensure that all radiators or storage heaters are securely fixed and fitted correctly.</u>
<u>Internal Doors</u>	<u>Doors will operate freely and will be free from holes and dents. Where fitted, locks will be in working order.</u>
<u>Windows</u>	<u>Windows will be fitted with standard ironmongery (handles, lock/latch &amp; hinges) and safety devices/restrictors. The windows</u>

	<u>will operate and lock freely. All glass will be free of chips and cracks.</u>
<u>Walls and Ceilings</u>	<u>Walls will be free from damage, serious cracks, and chips, and secure throughout the property.</u>
<u>Flooring and Stairs</u>	<u>Will be free from damage, safe, secure and free from excessive creaking throughout the property.</u>
<u>Kitchen</u>	<u>We will provide a minimum of one cubic meter of enclosed storage space either in the form of traditional larder cupboard or fitted units. All units will be securely in place. Matching (as close as reasonably practical) doors and drawer fronts will be in the property. Units/worktops will be free of excessive scratches, burns, and scores. Doors and drawers will operate freely.</u>
<u>Bathroom</u>	<u>We will ensure sanitary fittings are free from obvious leaks, cracks, or chips. Plugs and chains will be in place. Shower curtains and spray head will have been renewed. Tiling and seals will be of a reasonable standard. All WC seats will be renewed.</u>
<u>Banisters</u>	<u>All banisters will be in place and fixed securely. Internal balustrading will be sized in line with child safety requirements.</u>
<u>Door entry</u>	<u>We will provide two door entry fobs and two keys for any rear communal door.</u>
<u>Decoration</u>	<u>Decoration will be in reasonable condition. We will provide a paintpack or decoration vouchers unless we have fully redecorated the property.</u>
<u>Cleanliness</u>	<u>The property will be empty of any belongings, and all cupboards, floors, fixtures and fittings will be clean. We will wash all surfaces and replace sealant in the kitchen and bathroom where required. We will ensure there is no evidence of mould growth.</u>
<u>Roof, Gutters and Rainwater Pipes</u>	<u>Gutters and downpipes will be free from blockages. Any plant growth visible will be removed whilst the property is empty.</u>
<u>Drying Facilities</u>	<u>Clothes poles or a rotary drier will be secure and ready for use where external drying facilities exist.</u>
<u>Garden</u>	<u>We will ensure that the garden is neat, cut and free of rubbish. Sheds, outbuildings and / or decking left in the garden will be in safe condition and will become the responsibility of the tenant. Trees and shrubs will not cause blockage to any footpath, walkway or be overgrown into neighbouring properties. Fencing will be complete, secure and in a sound condition.</u>

\*Delete as necessary

**Address:**

	STANDARD	MEETS STANDARD	DOES NOT MEET STANDARD
Wind and Watertight	There are no leaks or draughts at windows, doors, walls, ceilings, roofs and gutters (visual inspection). No evidence of mould growth or water penetration.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas Fittings	A safety check will be carried out, as soon as a gas supply is available, any required remedial work will be completed and a copy certificate will be given to the tenant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electrical Fittings	A safety check has been completed and any remedial work has been carried out.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas/Elec Meters	Existing meter remain in place. Tenant to contact supplier if meter to be changed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Smoke Alarms	The smoke alarm(s) has been tested and is in working order.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water	Mains supply to kitchen sink. No visual evidence of leaks. Hot water supply: electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Medical Adaptations	*Have been left for the use of the incoming tenant or arrangements have been made for removal.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alterations/ Improvements	*Are detailed below. Have been left for the use of the incoming tenant who accepts responsibility for future maintenance or arrangements have been made for their removal.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cleanliness	The cleanliness of cupboards, floors, fixtures and fittings is acceptable and all of the former tenant's possessions (including domestic appliances) have been removed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Doors	In place in every room. Operate freely and are free of holes and dents. Where fitted, locks work and a minimum of two keys have been provided.		
Windows	All glass is free of chips and cracks. Operate and lock freely.		
Walls and Ceilings	All ceilings free of polystyrene tiles. Wall panelling securely fixed and not obstructing electrical points. Tiles clean, securely fixed and free of serious cracks and chips.		
Flooring and Stairs	Structurally sound (visual inspection) balustrade in place and secure.		
Kitchen	Units securely in place. Matching doors and drawer fronts. Units/worktops free of excessive scratches, burns, and scores. Doors and drawers operate freely. Gas / Electric cooker point		
Sanitary fittings	Free from obvious leaks (visual inspection), cracks or chips. Plugs and chains in place.		
Decoration	In reasonable condition		
Gardens	Free of rubbish, grass and flower beds in a reasonably neat and tidy condition. No unsound structures, including footpaths.		
Drying Facilities	*Clothes poles secure. Whirligig socket in place.		
Sheds or Other Outbuildings	*If left in place, become the responsibility of the incoming tenant.		
TV Aerials / Satellite Dishes	*If left in place, become the responsibility of the incoming tenant.		
Common Parts	*Are clean and in reasonable condition.		
General	The property as a whole is reasonably fit for habitation.		

~~\*Delete as necessary~~

~~Where standard not met the following action will be taken:~~

~~Name of Property Officer:~~ \_\_\_\_\_

~~Date Form Completed:~~



## ELHA POLICY

**Date Issued** February 1998

**Last Reviewed** May ~~2019~~2024

**Service Area** Housing

**Title** **Neighbour Nuisance & Anti-Social Behaviour Policy**

**Objective** To provide guidance to staff dealing with antisocial behaviour both within and out-with the East Lothian Antisocial Behaviour Partnership in order to minimise the occurrence of, and deal promptly and appropriately with incidents of neighbour nuisance and antisocial behaviour, including harassment and racial harassment.

**Responsible** Director of Housing

**Next Review Date** May ~~2024~~2029

## 1.0 Introduction

- 1.1 The Antisocial Behaviour etc (Scotland) Act 2004 introduced a duty on all local authorities in Scotland together with the Police to prepare an Antisocial Behaviour Strategy for their area. In 2005 East Lothian Council and Police Scotland (formerly Lothian and Borders Police) responded to this requirement by producing the first East Lothian Antisocial Behaviour Strategy which links to a number of other Council strategies and plans. The East Lothian Antisocial Behaviour Partnership, formed as part of the strategy, exists “To root out and reduce the incidence of antisocial behaviour in East Lothian” and to deliver the strategy.
- 1.2 Membership of the East Lothian Antisocial Behaviour Partnership is listed in the Partnership Antisocial Behaviour policy (the Partnership policy) attached at **Appendix 1**. The Partnership policy acknowledges that individual partners can act independently to address issues arising from antisocial behaviour but suggests that whilst independent action may be appropriate in dealing with low level neighbour nuisance, more serious incidents of antisocial behaviour will be more effectively and consistently dealt with by the Partnership.
- 1.3 The Partnership policy also introduced information sharing protocols between the partners, facilitating the exchange of information essential to effectively tackle antisocial behaviour and ensuring compliance with data protection legislation.

- 1.4 As members of the East Lothian Antisocial Behaviour Partnership and signatories of the information sharing protocols, we endorse the Partnership policy. However, although we will almost always seek to tackle serious antisocial behaviour through the Partnership, there may be occasions (for example if the Partnership cannot act as quickly as we feel necessary) when we decide to take action. As an independent organisation we need a policy to guide staff in dealing with low level neighbour nuisance and, in the event that we choose to act independently, more serious issues to ensure that we respond appropriately to address antisocial behaviour affecting our tenants or neighbourhoods.
- 1.5 This policy sets out what we will do to try to prevent neighbour nuisance and antisocial behaviour, including all forms of harassment and how we will respond to incidents that are reported to us. It is supported by detailed procedures for staff.
- 1.6 We understand our responsibility to support tenants so that they can enjoy their home environment. We want our tenants to live peacefully with each other in their communities and to enjoy their homes without the nuisance and annoyance that inconsiderate or antisocial behaviour can cause.
- 1.7 Our tenants also have a responsibility to make sure that their actions, the actions of their household or visitors who come to and from their homes do not interfere with their neighbours' quiet enjoyment of their communities.
- 1.8 We recognise that in some cases particularly of a relatively minor nature, our involvement in neighbour disputes may exacerbate the situation and lead to "tit for tat" complaints and so will always encourage and support complainants to speak to their neighbour in the first instance and only involve us if this approach does not succeed in resolving the issue.
- 1.9 We will strive to resolve incidents of neighbour nuisance and antisocial behaviour to the best of our ability. We will do this by effectively communicating with all relevant parties involved throughout the investigation of the issue.
- 1.10 Except in the most serious circumstances we will always seek to address neighbour nuisance or antisocial behaviour using this policy and the procedure that supports it. However, if the behaviour persists and more serious action is required, we will usually revert to use of the Partnership [Policy](#) beginning at section 9.2.3 (final warning) or 9.2.4 (accompanied visit or ABA) and monitor progression of the case through the monitoring group process outlined at section 5. This ensures that serious antisocial behaviour is dealt with consistently wherever it occurs in East Lothian.
- 1.11 We will always follow law and Best Practice when taking action, using all remedies available to us. A useful list of terms is provided in the introduction to the Partnership policy and need not therefore be duplicated here but remedies may include (but are not limited to):

- Mediation/Resolution
- Notice of Proceedings
- Acceptable Behaviour Agreements
- Antisocial Behaviour Orders
- Repossession Action
- Interdict
- Action of Specific Implement

We will always seek to ensure that the remedy used is proportional to the type of behaviour reported but recognise that even low level nuisance may result in serious action if it is repeated and the perpetrator refuses to desist.

1.12 Dependent upon the severity of a situation and the availability of witnesses, we may consider the use of professional witnesses.

1.134 We will rarely consider legal action against children. However, in the event that legal action is considered we will always work with the Antisocial Behaviour Partnership (whose membership includes Social Work and the Scottish Children's Reporter), East Lothian Council's Safer Communities Team (charged with delivering the East Lothian Antisocial Behaviour Strategy), parents and any other appropriate organisation through the case monitoring structure outlined in section 5 of the Partnership policy.

## 2.0 Definitions

2.1 Neighbour nuisance is the term used to describe thoughtless or sometimes deliberate behaviour that interferes with the complainant's enjoyment of their home and can generally be dealt with entirely through the operation of this policy.

2.2 The Antisocial Behaviour (Scotland) Act 2004 defines antisocial behaviour as conduct, which causes alarm, distress, nuisance or annoyance; such behaviour is generally of a more serious or persistent nature and will usually be dealt with under the Partnership policy.

2.3 The Equality Act 2010 sets out the legal definition of harassment. It is essentially unacceptable behaviour that is unwanted, unreciprocated and is regarded as offensive by the recipient, whether or not the harasser intended it to be offensive. The behaviour is usually targeted at a particular individual or family based on one of the nine protected characteristics defined in the Equality Act.

## 3.0 Legal & Regulatory Framework

3.1 We will comply with all relevant legislation including (the list is not exhaustive):

- The Housing (Scotland) Act 2001
- The Housing (Scotland) Act 2014
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- The Data Protection Act 2018 and the UK General Data Protection Regulation

3.2 We will also comply with the Scottish Housing Regulator’s Social Housing Charter Outcomes and Standards which support the requirements of the Scottish Social Housing Charter, and in particular, the following outcomes:

<u>Equalities</u>	<u>Social landlords perform all aspects of their housing services so that:</u>  <u>they support the right to adequate housing, and every tenant and other customer has their individual needs and rights recognised, is treated fairly and with respect, and receives fair access to housing and housing services</u>
<u>Communication</u>	<u>Tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides</u>
<u>Estate Management, ASB, neighbour Nuisance and Tenancy Disputes</u>	<u>Social landlords, working in partnership with other agencies, help to ensure as far as reasonably possible that tenants and other customers live in well-maintained neighbourhoods where they feel safe</u>
<u>Tenancy Sustainment</u>	<u>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</u>

**4.3.0 Principles**

4.1 We recognise the importance of tackling unacceptable or antisocial behaviour and understand the impact it can have on residents' lives. As a result, we will not tolerate such behaviour and aim to take quick and effective action to tackle it.

4.2 We will respond to all complaints made about the behaviour of our tenants, but, other than to offer advice, will not become involved in personal disputes which whilst they often result in neighbour complaints are not directly related to tenancy conditions.

4.3.3 We will try to prevent neighbour nuisance and antisocial behaviour by providing our Neighbour Nuisance Getting Along With Neighbours information leaflet prior to the start of a tenancy through the My New Home process, and referring specifically to the relevant clauses of the tenancy agreement when signing up a new tenant. We will also provide new tenants with clear information about the type of conduct we consider unacceptable. (Offline tenants will be provided with the Getting Along With Neighbours information leaflet at sign up when Housing staff will go through it with them.)

4.4 We will also try to minimise complaints of neighbour nuisance by proactively managing our properties and estates, identifying issues as early as possible and addressing them quickly and effectively, following our Estate Management Procedures.

4.5~~3.4~~ If we receive a complaint of harassment e.g. racial harassment, we will adopt a complainant centred approach and will always believe that the harassment has occurred whilst we investigate the facts.

4.6~~3.5~~ We will encourage tenants and residents to report all racist incidents. We will also state the action that we will take to deter perpetrators and to give victims information and confidence to report racist incidents.

4.7 ~~3.6~~ If we allocate an available property to an applicant who has, or has someone living with them, who has behaved antisocially in the preceding three years before being considered for the tenancy, we will may grant a Short Scottish Secure Tenancy (SSST) for a period of 12 months, in order to monitor the conduct of the tenancy. If we do not receive any complaints of antisocial behaviour and there are no other tenancy breaches during this period, the tenancy will automatically convert to a Scottish Secure Tenancy. We may extend the SSST for a further 6 months provided there are housing support services in place and will give the tenant the reason for doing this. Doing this Extending the period allows the new tenant extra time to improve their behaviour.

4.8~~3.7~~ If a tenant, members of their household or visitors have behaved antisocially, we may also convert an existing Scottish Secure Tenancy to a

Short Scottish Secure Tenancy for a period of 12 months to monitor behaviour. During this period, we will seek to support the tenant in their efforts to address the antisocial behaviour. If the behaviour improves the tenancy will automatically convert to a SST unless we decide to extend the SSST for a further 6 months. We will only do this if housing support services are in place and will tell the tenant why we are doing it. If the tenant fails to co-operate with the support and/or the behaviour continues we will seek a repossession order from the Court.

~~4.93.8~~ If we become aware that a tenant, a member of their household, sub tenant or a visitor, has been convicted of criminal or antisocial behaviour punishable by imprisonment (irrespective of whether the conviction itself imposed a term of imprisonment), in or in the locality of their home, we may consider taking repossession action against the tenant whether or not complaints have been made by neighbours. Such action will only be taken within 12 months of the date of the conviction, in line with the streamlined eviction process.

~~4.103.9~~ We aim to create and maintain conditions in which tenants can enjoy their home and surroundings in peace without excessive disturbance from others and will take positive and decisive action to deal with neighbour nuisance or antisocial behaviour. We will do this by:

- being clear with complainants when it is not appropriate or desirable for us to become involved in a dispute and, wherever possible, giving advice on how best to resolve the issue or directing the complainant to a more relevant organisation who may be able to help
- where we decide that an investigation is needed, we will do so efficiently and effectively, in confidence and within agreed timescales;
- taking any appropriate action, including court action against the perpetrators.

~~43.11~~ Although we will usually investigate, we will always exercise extreme caution and discretion when dealing with anonymous complaints, as they may be malicious and may be a form of harassment.

~~43.124~~ Many neighbour complaints are received by phone when we will gather all of the information we need from the complainant to be able to deal with the issue. It will often be necessary for staff to carry out home visits to the alleged perpetrator, which may on occasion be out of office hours. In such circumstances, staff will take the appropriate action in accordance with our Lone Working Policy.

## **5.0 Responding to Neighbour Nuisance and Antisocial Behaviour Complaints**

54.1 The complaints we receive can range from minor incidents of neighbour nuisance to occasionally very serious antisocial behaviour, which can be life

threatening. When we receive any report of neighbour nuisance or antisocial behaviour we will;

- Establish the facts of the complaint; ~~the-~~ nature of the incident(s)/behaviour giving rise to the complaint, frequency, duration and impact, gain contact details for any witnesses and ensure that the information is accurately recorded
- Decide whether ~~or not~~ the complaint would be more appropriately directed towards another agency (e.g. East Lothian Council, the Police) and, if so, explain this to the complainant, providing contact details
- Consider whether mediation may be an appropriate response and if so, arrange a referral
- Explain to the complainant how the complaint will be handled including timescales and possible outcomes

~~5.4.2~~ We will allocate the complaint to one of four categories which will determine whether and if so, how quickly we will aim to investigate further and resolve the problem:

- **Category A:**  
Incidents of a very serious nature including but not limited to, physical violence, criminal behaviour, ~~—~~harassment relating to a protected characteristic, significant escalation or increase in frequency of disturbances or excessive noise. Police involvement is very likely, and cComplaints of this nature will usually be escalated to the Partnership and raised at the Adult Monitoring Group.
- **Category B:**  
Incidents which indicate antisocial behaviour, such as persistent excessive noise, frequent disturbances, threats of violence, vandalism to property. Police involvement may be evident.
- **Category C**  
Incidents which clearly breach a tenancy condition, but which are of a relatively minor nature, e.g. ~~—~~occasional noise, clash of lifestyles, stair cleaning, rubbish dumping noisy or uncontrolled pets.
- **Category D**  
Incidents that would be more appropriately dealt with by another agency or where the most appropriate response is to provide advice only to the complainant. Such incidents will be recorded and may be escalated to an investigation should the problem persist. This category also includes estate management issues such as a failure to keep communal areas tidy, dumping of furniture and rubbish in stairwells and common areas, untidy gardens and abandoned vehicles.

~~4.3~~ ~~Appropriate timescales (locally agreed targets) for dealing with each of the above categories will be agreed with our Tenant Involvement Group (TIG)~~



~~taking into account the response times used by others in the Partnership. These will be included in our procedure, monitored and reported to our Housing and Property Services Sub-Committee.~~

5.3 We aim to respond to complaints within the following timescales:

<u>Timescale</u>	<u>Category A</u>	<u>Category B</u>	<u>Category C</u>	<u>Category D</u>
<u>Acknowledge Receipt Within:</u>	=	=	<u>3 days</u>	<u>3 days</u>
<u>Respond Within:</u>	<u>3 days</u>	<u>5 days</u>	<u>10 days</u>	<u>10 days</u>

54.4 Complaints can be made by phone or in writing (including by email, live chat or through the complaints facility in My Home), through a referral from the Antisocial Behaviour Helpline or by a third party. On receiving a complaint, staff will categorise it, acknowledge receipt where appropriate, and aim to investigate and make an initial assessment within the agreed timescales. We will contact the person making the complaint to clarify what the problem is and obtain any further information we need. Staff will explain that reported incidents are treated confidentially, but sometimes the person causing the problem will be able to guess who has reported the incident.

54.5 When investigating the incident staff may visit other residents in and around the neighbourhood to seek witnesses. Normally, the witnesses must be over 16 and not related to the person reporting the incident. Staff will also contact other agencies that may have been involved in the incident such as the Police, the Safer Communities Team, Mediation service etc.

54.6 If the behaviour complained about is persistent and repeated, the person(s) reporting the incident will be advised to keep a log of all incidents and telephone the police where necessary. In cases where an Antisocial Behaviour Order or repossession action are being considered the person will be made aware that they may be required to give evidence in court.

54.7 When staff have obtained all relevant information about an incident, they will visit the alleged perpetrator to discuss the problem. This can result in the tenant being given verbal advice or a formal warning as appropriate.

54.8 On completion of an investigation staff will write to both parties confirming the outcome.

54.9 For the avoidance of doubt, whilst we will always endeavour to obtain corroboration of a complaint, e.g. by speaking to witnesses or using noise detection equipment, in the absence of corroboration, staff will exercise professional judgement based on their discussions with both parties and any



witnesses and any previous history of neighbour nuisance in deciding whether or not the Scottish Secure Tenancy Agreement has been breached and, if so, the action to be taken.

5.10 With the exception of Category D complaints, staff will continue to monitor complaints after the completion of an investigation to ensure they remain resolved. They will do this by staying in regular contact with the complainant for a period of one to six months dependent upon the nature of the complaint.

## **65.0 Mediation**

**65.1** Mediation can be used to resolve neighbour disputes or antisocial behaviour such as:

- one to one incidents where the anti-social behaviour is repetitive but not escalating;
- when a group of tenants jointly report antisocial behaviour about one or more tenants

**65.2** Mediation will only work if all parties involved in the issue agree to participate but will often be suggested for category C or D complaints and some category B ~~or C~~ complaints.

**65.3** We will offer mediation to help neighbours reach an agreement that all or both of them can live with. This may not always be a resolution of the problem but could be a measure towards this.

## **76.0 Acceptable Behaviour Agreements (ABA's)**

**76.1** An Antisocial Behaviour Agreement is a contract that can be used to ensure that an individual agrees to act in a manner acceptable to the community and the Association. They are issued following a joint visit between the Police and Housing Officer and can be useful in helping to address unacceptable behaviour perpetrated by young people, not party to a SST.

**76.2** We will only use ABA's through the Antisocial Behaviour Partnership as a final attempt to avoid more serious legal action.

## **87.0 Breach of Tenancy Agreement**

**87.1** If a tenant has been found in breach of his or her tenancy agreement there are several courses of action we may take dependent on the severity, impact or the frequency of the behaviour. This can range from a warning letter to more serious action such as converting the tenancy to a Short SST, an Antisocial Behaviour Order or eviction.

~~87.2~~ Although we will maintain confidentiality as far as possible when investigating reports of antisocial behaviour, if an Antisocial Behaviour Order is granted and it is appropriate in the circumstances, we will inform ~~neighbours—the~~ complainants that an Order has been granted and the terms of the Order so that they can monitor the effectiveness of the Order and report any breaches of the terms (which are a criminal offence) to the police.

## ~~8.0—Management Transfers~~

### ~~9.0 Tenancy Support~~

~~9.1~~ We will offer support to those tenants reporting / experiencing antisocial behaviour in a number of ways, for example by:

- Responding to complaints promptly and suggesting positive solutions
- Agreeing an Action Plan with those experiencing continuous antisocial behaviour and reviewing this with them throughout the case
- Keeping those experiencing antisocial behaviour informed of any material changes throughout the course of an investigation. This feedback may include advice on the limitations of our powers to deal with specific incidents or circumstances, and in such cases, we may make a referral to an alternative agency to assist
- Signposting tenants to external agencies that may be able to assist, for example, Victim Support

~~9.2~~ Our Housing & Community Outreach Service will work closely with our more vulnerable tenants experiencing continuous antisocial behaviour. They may also work with perpetrators who may have had their tenancy converted to a Short SST to ensure appropriate housing support services are in place.

~~98.34~~ We will consider management transfers in exceptional circumstances only, such as when a tenant or member of a tenant's family is subject to such serious antisocial behaviour or harassment that they are unable to remain in their present home and East Lothian Council is unable to assist under Homelessness legislation.

~~98.42~~ Management Transfers are reported to the ~~Housing and Property Services~~ SubAudit & Assurance -Committee.

## 109.0 Eviction

109.1 We will instruct repossession action as a last resort, when all other appropriate remedies to stop the antisocial behaviour have been considered or have failed.

~~109.2~~ Evictions will only occur after they have been considered and approved by Senior Management. Evictions will be reported to the ~~Housing and Property Services SubAudit & Assurance~~-Committee, however the tenant's identity will not be disclosed.

### ~~110.0~~ Equal Opportunities

~~110.1~~ We will not discriminate in the operation of this policy on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity; race, religion or belief, sex, or sexual orientation.

~~110.2~~ We aim to promote equal opportunities and comply with the requirements of the Equality Act 2010.

### ~~121.0~~ Staff Training

~~121.1~~ All relevant staff will receive training in order for them to understand and apply our policy appropriately.

### ~~132.0~~ Monitoring & Performance

~~132.1~~ All reports of neighbour nuisance or antisocial behaviour are recorded in a database allowing us to identify repeat offenders and monitor our performance.

~~132.2~~ The Housing Manager is responsible for monitoring all incidents of neighbour nuisance or antisocial behaviour as part of the ongoing performance reporting and review process.

~~132.3~~ The ~~Housing and Property Services SubAudit & Assurance~~ -Committee will monitor performance through the submission of quarterly reports to make sure that the aims of this policy are being achieved.

~~13.4~~ We will publish performance on our Performance 365 microsite on elha.com

### 14.0 Review of Policy

14.1 The Director of Housing is responsible for making sure that this policy is reviewed every five years and that any changes required are submitted to the ~~Housing and Property Services Sub-Management~~ Committee for approval.

## ELHA POLICY

**Date Issued** February 1998

**Last Reviewed** May ~~2019~~2024

**Service Area** Housing

**Title** Neighbour Nuisance & Anti-Social Behaviour Policy

**Objective** To provide guidance to staff dealing with antisocial behaviour both within and out-with the East Lothian Antisocial Behaviour Partnership in order to minimise the occurrence of, and deal promptly and appropriately with incidents of neighbour nuisance and antisocial behaviour, including harassment and racial harassment.

**Responsible** Director of Housing

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<u>Equalities</u>	<u>Social landlords perform all aspects of their housing services so that:</u>  <u>they support the right to adequate housing, and every tenant and other customer has their individual needs and rights recognised, is treated fairly and with respect, and receives fair access to housing and housing services</u>
<u>Communication</u>	<u>Tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides</u>
<u>Estate Management, ASB, neighbour Nuisance and Tenancy Disputes</u>	<u>Social landlords, working in partnership with other agencies, help to ensure as far as reasonably possible that tenants and other customers live in well-maintained neighbourhoods where they feel safe</u>
<u>Tenancy Sustainment</u>	<u>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</u>



**4.3.0 Principles**

4.1 We recognise the importance of tackling unacceptable or antisocial behaviour and understand the impact it can have on residents' lives. As a result, we will not tolerate such behaviour and aim to take quick and effective action to tackle it.

4.2 We will respond to all complaints made about the behaviour of our tenants, but, other than to offer advice, will not become involved in personal disputes which whilst they often result in neighbour complaints are not directly related to tenancy conditions.

4.3.3 We will try to prevent neighbour nuisance and antisocial behaviour by providing our Neighbour Nuisance Getting Along With Neighbours information leaflet prior to the start of a tenancy through the My New Home process, and referring specifically to the relevant clauses of the tenancy agreement when signing up a new tenant. We will also provide new tenants with clear information about the type of conduct we consider unacceptable. (Offline tenants will be provided with the Getting Along With Neighbours information leaflet at sign up when Housing staff will go through it with them.)

4.4 We will also try to minimise complaints of neighbour nuisance by proactively managing our properties and estates, identifying issues as early as possible and addressing them quickly and effectively, following our Estate Management Procedures.

4.5~~3.4~~ If we receive a complaint of harassment e.g. racial harassment, we will adopt a complainant centred approach and will always believe that the harassment has occurred whilst we investigate the facts.

4.6~~3.5~~ We will encourage tenants and residents to report all racist incidents. We will also state the action that we will take to deter perpetrators and to give victims information and confidence to report racist incidents.

4.7 ~~3.6~~ If we allocate an available property to an applicant who has, or has someone living with them, who has behaved antisocially in the preceding three years before being considered for the tenancy, we will may grant a Short Scottish Secure Tenancy (SSST) for a period of 12 months, in order to monitor the conduct of the tenancy. If we do not receive any complaints of antisocial behaviour and there are no other tenancy breaches during this period, the tenancy will automatically convert to a Scottish Secure Tenancy. We may extend the SSST for a further 6 months provided there are housing support services in place and will give the tenant the reason for doing this. Doing this Extending the period allows the new tenant extra time to improve their behaviour.

4.8~~3.7~~ If a tenant, members of their household or visitors have behaved antisocially, we may also convert an existing Scottish Secure Tenancy to a



Short Scottish Secure Tenancy for a period of 12 months to monitor behaviour. During this period, we will seek to support the tenant in their efforts to address the antisocial behaviour. If the behaviour improves the tenancy will automatically convert to a SST unless we decide to extend the SSST for a further 6 months. We will only do this if housing support services are in place and will tell the tenant why we are doing it. If the tenant fails to co-operate with the support and/or the behaviour continues we will seek a repossession order from the Court.

~~4.93.8~~ If we become aware that a tenant, a member of their household, sub tenant or a visitor, has been convicted of criminal or antisocial behaviour punishable by imprisonment (irrespective of whether the conviction itself imposed a term of imprisonment), in or in the locality of their home, we may consider taking repossession action against the tenant whether or not complaints have been made by neighbours. Such action will only be taken within 12 months of the date of the conviction, in line with the streamlined eviction process.

~~4.103.9~~ We aim to create and maintain conditions in which tenants can enjoy their home and surroundings in peace without excessive disturbance from others and will take positive and decisive action to deal with neighbour nuisance or antisocial behaviour. We will do this by:

- being clear with complainants when it is not appropriate or desirable for us to become involved in a dispute and, wherever possible, giving advice on how best to resolve the issue or directing the complainant to a more relevant organisation who may be able to help
- where we decide that an investigation is needed, we will do so efficiently and effectively, in confidence and within agreed timescales;
- taking any appropriate action, including court action against the perpetrators.

~~43.11~~ Although we will usually investigate, we will always exercise extreme caution and discretion when dealing with anonymous complaints, as they may be malicious and may be a form of harassment.

~~43.124~~ Many neighbour complaints are received by phone when we will gather all of the information we need from the complainant to be able to deal with the issue. It will often be necessary for staff to carry out home visits to the alleged perpetrator, which may on occasion be out of office hours. In such circumstances, staff will take the appropriate action in accordance with our Lone Working Policy.

## **5.0 Responding to Neighbour Nuisance and Antisocial Behaviour Complaints**

54.1 The complaints we receive can range from minor incidents of neighbour nuisance to occasionally very serious antisocial behaviour, which can be life

threatening. When we receive any report of neighbour nuisance or antisocial behaviour we will;

- Establish the facts of the complaint; ~~the-~~ nature of the incident(s)/behaviour giving rise to the complaint, frequency, duration and impact, gain contact details for any witnesses and ensure that the information is accurately recorded
- Decide whether ~~or not~~ the complaint would be more appropriately directed towards another agency (e.g. East Lothian Council, the Police) and, if so, explain this to the complainant, providing contact details
- Consider whether mediation may be an appropriate response and if so, arrange a referral
- Explain to the complainant how the complaint will be handled including timescales and possible outcomes

~~54.2~~ We will allocate the complaint to one of four categories which will determine whether and if so, how quickly we will aim to investigate further and resolve the problem:

- **Category A:**  
Incidents of a very serious nature including but not limited to, physical violence, criminal behaviour, ~~—~~harassment relating to a protected characteristic, significant escalation or increase in frequency of disturbances or excessive noise. Police involvement is very likely, and cComplaints of this nature will usually be escalated to the Partnership and raised at the Adult Monitoring Group.
- **Category B:**  
Incidents which indicate antisocial behaviour, such as persistent excessive noise, frequent disturbances, threats of violence, vandalism to property. Police involvement may be evident.
- **Category C**  
Incidents which clearly breach a tenancy condition, but which are of a relatively minor nature, e.g. ~~—~~occasional noise, clash of lifestyles, stair cleaning, rubbish dumping noisy or uncontrolled pets.
- **Category D**  
Incidents that would be more appropriately dealt with by another agency or where the most appropriate response is to provide advice only to the complainant. Such incidents will be recorded and may be escalated to an investigation should the problem persist. This category also includes estate management issues such as a failure to keep communal areas tidy, dumping of furniture and rubbish in stairwells and common areas, untidy gardens and abandoned vehicles.

~~4.3~~ ~~Appropriate timescales (locally agreed targets) for dealing with each of the above categories will be agreed with our Tenant Involvement Group (TIG)~~

~~taking into account the response times used by others in the Partnership. These will be included in our procedure, monitored and reported to our Housing and Property Services Sub-Committee.~~

5.3 We aim to respond to complaints within the following timescales:

<u>Timescale</u>	<u>Category A</u>	<u>Category B</u>	<u>Category C</u>	<u>Category D</u>
<u>Acknowledge Receipt Within:</u>	-	-	<u>3 days</u>	<u>3 days</u>
<u>Respond Within:</u>	<u>3 days</u>	<u>5 days</u>	<u>10 days</u>	<u>10 days</u>

54.4 Complaints can be made by phone or in writing (including by email, live chat or through the complaints facility in My Home), through a referral from the Antisocial Behaviour Helpline or by a third party. On receiving a complaint, staff will categorise it, acknowledge receipt where appropriate, and aim to investigate and make an initial assessment within the agreed timescales. We will contact the person making the complaint to clarify what the problem is and obtain any further information we need. Staff will explain that reported incidents are treated confidentially, but sometimes the person causing the problem will be able to guess who has reported the incident.

54.5 When investigating the incident staff may visit other residents in and around the neighbourhood to seek witnesses. Normally, the witnesses must be over 16 and not related to the person reporting the incident. Staff will also contact other agencies that may have been involved in the incident such as the Police, the Safer Communities Team, Mediation service etc.

54.6 If the behaviour complained about is persistent and repeated, the person(s) reporting the incident will be advised to keep a log of all incidents and telephone the police where necessary. In cases where an Antisocial Behaviour Order or repossession action are being considered the person will be made aware that they may be required to give evidence in court.

54.7 When staff have obtained all relevant information about an incident, they will visit the alleged perpetrator to discuss the problem. This can result in the tenant being given verbal advice or a formal warning as appropriate.

54.8 On completion of an investigation staff will write to both parties confirming the outcome.

54.9 For the avoidance of doubt, whilst we will always endeavour to obtain corroboration of a complaint, e.g. by speaking to witnesses or using noise detection equipment, in the absence of corroboration, staff will exercise professional judgement based on their discussions with both parties and any

witnesses and any previous history of neighbour nuisance in deciding whether or not the Scottish Secure Tenancy Agreement has been breached and, if so, the action to be taken.

5.10 With the exception of Category D complaints, staff will continue to monitor complaints after the completion of an investigation to ensure they remain resolved. They will do this by staying in regular contact with the complainant for a period of one to six months dependent upon the nature of the complaint.

## **65.0 Mediation**

**65.1** Mediation can be used to resolve neighbour disputes or antisocial behaviour such as:

- one to one incidents where the anti-social behaviour is repetitive but not escalating;
- when a group of tenants jointly report antisocial behaviour about one or more tenants

**65.2** Mediation will only work if all parties involved in the issue agree to participate but will often be suggested for category C or D complaints and some category B ~~or C~~ complaints.

**65.3** We will offer mediation to help neighbours reach an agreement that all or both of them can live with. This may not always be a resolution of the problem but could be a measure towards this.

## **76.0 Acceptable Behaviour Agreements (ABA's)**

**76.1** An Antisocial Behaviour Agreement is a contract that can be used to ensure that an individual agrees to act in a manner acceptable to the community and the Association. They are issued following a joint visit between the Police and Housing Officer and can be useful in helping to address unacceptable behaviour perpetrated by young people, not party to a SST.

**76.2** We will only use ABA's through the Antisocial Behaviour Partnership as a final attempt to avoid more serious legal action.

## **87.0 Breach of Tenancy Agreement**

**87.1** If a tenant has been found in breach of his or her tenancy agreement there are several courses of action we may take dependent on the severity, impact or the frequency of the behaviour. This can range from a warning letter to more serious action such as converting the tenancy to a Short SST, an Antisocial Behaviour Order or eviction.

~~87.2~~ Although we will maintain confidentiality as far as possible when investigating reports of antisocial behaviour, if an Antisocial Behaviour Order is granted and it is appropriate in the circumstances, we will inform ~~neighbours—the~~ complainants that an Order has been granted and the terms of the Order so that they can monitor the effectiveness of the Order and report any breaches of the terms (which are a criminal offence) to the police.

## ~~8.0—Management Transfers~~

### ~~9.0 Tenancy Support~~

~~9.1~~ We will offer support to those tenants reporting / experiencing antisocial behaviour in a number of ways, for example by:

- Responding to complaints promptly and suggesting positive solutions
- Agreeing an Action Plan with those experiencing continuous antisocial behaviour and reviewing this with them throughout the case
- Keeping those experiencing antisocial behaviour informed of any material changes throughout the course of an investigation. This feedback may include advice on the limitations of our powers to deal with specific incidents or circumstances, and in such cases, we may make a referral to an alternative agency to assist
- Signposting tenants to external agencies that may be able to assist, for example, Victim Support

~~9.2~~ Our Housing & Community Outreach Service will work closely with our more vulnerable tenants experiencing continuous antisocial behaviour. They may also work with perpetrators who may have had their tenancy converted to a Short SST to ensure appropriate housing support services are in place.

~~98.34~~ We will consider management transfers in exceptional circumstances only, such as when a tenant or member of a tenant's family is subject to such serious antisocial behaviour or harassment that they are unable to remain in their present home and East Lothian Council is unable to assist under Homelessness legislation.

~~98.42~~ Management Transfers are reported to the ~~Housing and Property Services~~ SubAudit & Assurance -Committee.

## 109.0 Eviction

109.1 We will instruct repossession action as a last resort, when all other appropriate remedies to stop the antisocial behaviour have been considered or have failed.

~~109.2~~ Evictions will only occur after they have been considered and approved by Senior Management. Evictions will be reported to the ~~Housing and Property Services SubAudit & Assurance~~-Committee, however the tenant's identity will not be disclosed.

### ~~110.0~~ Equal Opportunities

~~110.1~~ We will not discriminate in the operation of this policy on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity; race, religion or belief, sex, or sexual orientation.

~~110.2~~ We aim to promote equal opportunities and comply with the requirements of the Equality Act 2010.

### ~~121.0~~ Staff Training

~~121.1~~ All relevant staff will receive training in order for them to understand and apply our policy appropriately.

### ~~132.0~~ Monitoring & Performance

~~132.1~~ All reports of neighbour nuisance or antisocial behaviour are recorded in a database allowing us to identify repeat offenders and monitor our performance.

~~132.2~~ The Housing Manager is responsible for monitoring all incidents of neighbour nuisance or antisocial behaviour as part of the ongoing performance reporting and review process.

~~132.3~~ The ~~Housing and Property Services SubAudit & Assurance~~ -Committee will monitor performance through the submission of quarterly reports to make sure that the aims of this policy are being achieved.

~~13.4~~ We will publish performance on our Performance 365 microsite on elha.com

### 14.0 Review of Policy

14.1 The Director of Housing is responsible for making sure that this policy is reviewed every five years and that any changes required are submitted to the ~~Housing and Property Services Sub-Management~~ Committee for approval.

# **East Lothian's Antisocial Behaviour Partnership's Antisocial Behaviour Policy**

**(As Amended at 14/02/18)**

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ایسٹ لوڈین کونسل آپ کو ایک آسان انداز میں آپ کی اپنی زبان میں معلومات فراہم کر سکتی ہے۔ ہم کونسل کے کام کیلئے ایک مترجم کا انتظام بھی کر سکتے ہیں۔ مزید معلومات کیلئے برائے مہربانی رابطہ فرمائیں: 01620 827199 -

Punjabi

ਈسٹ لੋڈیਅਨ کੌਂਸਲ ਤੁਹਾਡੀ ਜ਼ਬਾਨ ਵਿਚ ਸੌਖੇ ਢੰਗ ਵਾਲੀ ਜਾਣਕਾਰੀ ਪ੍ਰਦਾਨ ਕਰ ਸਕਦੀ ਹੈ। ਕੌਂਸਲ ਦੇ ਕੰਮ ਕਾਰ ਵਾਸਤੇ ਅਸੀਂ ਇੰਟਰਪਰੀਟਰ ਵੀ ਪ੍ਰਦਾਨ ਕਰ ਸਕਦੇ ਹਾਂ। ਹੋਰ ਜਾਣਕਾਰੀ ਲੈਣ ਲਈ ਕਿਰਪਾ ਕਰਕੇ ਇਸ ਨੰਬਰ ਤੇ ਤਾਲ-ਮੇਲ ਕਰੋ: 01620 827199

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Keshilli i East Lothian ju ofron informata ne gjuhen e juaj ne nje version te afert. Ne gjithashtu ofrojme perkthyes per punet e keshillit. Per informata me te shumta, ju lutem kontaktoni : 01620 827199.



## Introduction and Definition of Terms

### Introduction

In East Lothian we believe that everyone is entitled to live, socialise and work without fear of antisocial behaviour and the existing East Lothian Antisocial Behaviour Strategy outlines the specific services that we provide. It also includes the ways in which we work with the perpetrators of antisocial behaviour and highlights that we should work together in partnership to prevent and tackle antisocial behaviour in all its forms.

The policy is divided into 12 main sections follows:

- [Section 1](#) explains the purpose of the policy.
- [Section 2](#) outlines the management framework that will administer the policy and highlights related strategies and policies that exist.
- [Section 3](#) describes the information sharing agreements in place between Police Scotland and members of the East Lothian ASB Partnership.
- [Section 4](#) identifies the partners implementing the policy.
- [Section 5](#) outlines roles and responsibilities.
- [Section 6](#) outlines the legal framework within which the policy will operate.
- [Section 7](#) sets out the commitment of the Partnership to the victims of antisocial behaviour.
- [Section 8](#) identifies partnership policy with regard to the strategic aim of preventing antisocial behaviour.
- [Section 9](#) identifies partnership policy with regard to the strategic aim of addressing antisocial behaviour via early intervention and diversion.
- [Section 10](#) identifies partnership policy with regard to the strategic aim of addressing antisocial behaviour via enforcement action.
- [Section 11](#) identifies partnership policy with regard to the strategic aim of addressing antisocial behaviour via rehabilitation.
- [Section 12](#) sets out service standards

## **Definition of terms**

### **Antisocial behaviour**

Is defined in section 143 of the Antisocial Behaviour (Scotland) Act 2004 as any behaviour “that causes, or is likely to cause, alarm or distress”. An individual can be described as behaving antisocially if he or she “pursues a course of conduct that is likely to cause alarm or distress” to persons out with their own household.

### **Child**

For the purposes of this policy, a child is defined as a person who is under the age of 16 years. In terms of this policy, any person who is over the age of 16, but who is the subject of a supervision requirement, will be treated as if they were a child.

### **Registered Social Landlord (RSL)**

The term “Registered Social Landlord” is defined in section 20 of the Housing (Scotland) Act 2010.

### **Notice of Proceedings**

A Notice of Proceedings is a statutory notice served by a social landlord who intends to initiate proceedings for possession of the house on one or more of the grounds specified in Schedule 2 of the Housing (Scotland) Act 2001.

### **Acceptable Behaviour Agreement (ABA)**

An Acceptable Behaviour Agreement (ABA) is a written agreement between an individual (adult or child/parent/guardian) engaging in antisocial behaviour and relevant partners working to prevent antisocial behaviour; for example, the police, local authority or RSL. An ABA is a clear statement of what the partnership would consider as acceptable behaviour and will be normally be put in place following the failure of written warnings. They can be used however at any time within the context of an antisocial behaviour investigation if the use of same is considered appropriate.

The aim of the Agreement is to make people responsible for their own actions, and the behaviour of those in respect of whom they have a vicarious responsibility. An individual *cannot be compelled* to enter into such an agreement.

ABAs are flexible enough to be used in relation to antisocial adults or children irrespective of their housing tenure. If the Agreement involves a child, then, in addition to obtaining his/her agreement and signature, the agreement and signature of the child’s parent or guardian will also be obtained. The signing of an Agreement by a child and his/her

parent/guardian will not prevent the reporting of that child to the Reporter where it is thought that he/she may be in need of compulsory supervision.

In the case of any individual who breaches the agreement, the ABA can be used to support an application for an ASBO and / or, in the case of a tenant, the raising of an eviction action. This will demonstrate to the Sheriff Court that the partnership has tried an alternative approach to tackling antisocial behaviour, thus strengthening the case against the person behaving antisocially.

ABAs are flexible and, by signing the agreement, the perpetrator admits that their behaviour is unacceptable. ABAs are quicker and more cost effective than the pursuit of judicial actions.

### **Antisocial Behaviour Order (ASBO)**

An ASBO is an order of the court that is intended to tackle, both behaviour that is likely to escalate, and patterns of behaviour that cause considerable alarm and distress to others (referred to in the Antisocial Behaviour etc. (Scotland) Act 2004 as “affected persons”). This behaviour may consist of a number of single acts. An ASBO is not intended to be a substitute for criminal proceedings where those are considered appropriate. An ASBO can be made against persons of all housing tenure types.

### **Interim Antisocial Behaviour Order (Interim ASBO)**

Interim Orders are intended to provide more immediate protection to complainers and can be applied for pending the determination of the substantive application for a full ASBO. Section 7 of the Antisocial Behaviour etc. (Scotland) Act 2004 sets out the conditions to be fulfilled before an Interim ASBO can be granted.

### **Criminal Antisocial Behaviour Order (CRASBO)**

A CRASBO is an Antisocial Behaviour Order made on conviction by a Sheriff or Justice of the Peace as part of a criminal sentence. Requests for CRASBOs will normally emanate from the Safer Communities Team.

### **Parenting Order**

Parenting orders are orders of the court designed to alter the behaviour of parents and to have them take responsibility for their child’s behaviour.

Parenting orders may compel parents to participate in; for example, parenting classes where they have been identified as needing help with their parenting skills.

Parenting orders will only be applied for where a parent has been offered support on a voluntary basis and has refused to engage with that support.

### **Warning Notice - Noise Nuisance**

Under section 43(2) of the Antisocial Behaviour etc. (Scotland) Act 2004, where a local authority receives a complaint that excessive noise is emitting from a residential property, and the complaint is found to be at a level that can be deemed to be antisocial, a warning notice may be served.

### **Fixed Penalty Notice**

A Fixed Penalty Notice is generally a financial penalty served by a council official or police officer on a member of the public as a result of them having committed an offence. Timely payment of the penalty removes the threat of criminal prosecution.

### **Scottish Secure Tenancy (SST)**

A SST is a contract that sets out both a social landlord's and tenant's legal rights and obligations when leasing / renting a dwelling house from a social landlord.

### **Short Scottish Secure Tenancy (SSST)**

In a relatively small number of cases, social landlords are entitled to offer a *prospective* tenant a SSST instead of the normal SST. This may be done where a tenant:

- has had order for repossession made against him/her in the UK on the grounds of antisocial behaviour in the previous 3 years
- where a member of the household of the prospective tenant is subject to a live ASBO

A SST will convert into a SSST where the landlord serves a Notice on the tenant to that effect, following the granting of a full ASBO. The conversion however is not mandatory. Where a SSST has been granted on the grounds of ASB, the landlord must make sure that support services are provided to the tenant to help them to convert successfully back to a SST. Support should also be provided where an SST has been converted to a SSST following upon the grant of a full ASBO.

### **Eviction**

A Scottish secure tenant can only be evicted from their tenancy by way of a court decree. A landlord must evidence a ground for eviction (a tenancy breach) to obtain such an order. Antisocial behaviour, on the part of the tenant, other occupiers or visitors to the tenancy, constitutes such a breach.

### **Houses in Multiple Occupation (HMO)**

An HMO is a property that is occupied by three or more persons (as their only or principal residence) who are not members of the same family and who share use of toilet, personal washing facilities or cooking facilities. HMO landlords must have a licence from the relevant local authority. This ensures that the property is managed properly and meets certain safety standards. The licence will be valid for up to three years.

### **Antisocial Behaviour Notice**

The Antisocial Behaviour etc. (Scotland) Act 2004 gives local authorities powers to regulate privately rented housing in Scotland. Under Part 7 of the Act, if a private tenant is engaging in antisocial behaviour at their home, and the landlord is not taking what could be considered to be appropriate and proportionate management action to address it, the local authority can serve an Antisocial Behaviour Notice outlining what actions the landlord requires to take. The Notice must describe the antisocial behaviour that has led to the Notice being served, stipulate what action is required to be taken by the landlord and within what timescale that action is required to be taken. If a landlord fails to comply with a Notice, the local authority can report the landlord for prosecution. The local authority can also apply to the Sheriff for either an "Order as to Rental Income", which suspends the tenant's rent liability, a "Management Control Order", which allows the local authority to assume the responsibilities of the landlord, or can take action to deal with the antisocial behaviour and can recover the costs from the landlord.

### **Private Landlords Registration**

Since April 2006, all private landlords in Scotland are required to register with their local authority. Registration ensures that landlords are "fit and proper" to be letting property. Members of the public will be able to view the register of private landlords on line and will be able to see whether a prospective landlord is registered. Registration will help local authorities to remove disreputable landlords from the market.

### **Closure of premises order (Closure Order)**

Such an order is granted via the Sheriff Court on application by Police Scotland where significant and persistent disorder or serious nuisance is regularly occurring. If an order is granted then premises are closed to all persons for the duration of the order and it becomes an offence to enter or remain on the premises.

### **Dispersal Notice**

A senior police officer (of the rank of Superintendent or above) can, in consultation with the local authority, designate an area, where significant, persistent and serious antisocial behaviour is being evidenced as an area in respect of which the police will be invested with powers of dispersals post-declaration.

## Section 1: Purpose of the Policy

It is the purpose of this policy to set out clearly and demonstrably how the East Lothian Antisocial Behaviour Partnership will deliver the aims of the current Antisocial Behaviour Strategy.

As agreed within the strategy document:

“East Lothian Council and Police Scotland will take the lead in reducing the number of people in East Lothian experiencing antisocial behaviour by delivering appropriate interventions”.

The strategy sets out that services will be designed to deal with antisocial with reference to four broad themes:

- Prevention
- Early Intervention and diversion
- Enforcement
- Rehabilitation

This policy reflects those themes and provides a structure and framework within which the partnership operates.

The East Lothian Antisocial Behaviour Partnership realises the way in which antisocial behaviour can affect individuals and communities and will work together to support victims of, and witnesses to, antisocial behaviour.

It is the *mission* of the partnership to prevent antisocial behaviour through both generic and tailored initiatives, to intervene at the earliest possible stage in all cases, and to support individuals in changing their behaviour.

## **Section 2: Management Framework / Related Strategies & Policies**

The Partnership acknowledges the existence of other independent policies, procedures and standards that exist within the Council and partner organisations, relating, in part, or in full, to antisocial behaviour. The Partnership also acknowledges that individual corporate members are independent organisations and, as such, can act independently to address antisocial behaviour complaints. For the avoidance of doubt, *this policy is not intended to preclude such independent action where a partner landlord considers it necessary.*

It is however accepted by all partners that, whilst independent action may be appropriate in dealing with low level neighbour nuisance and bespoke tenancy related matters, more serious forms of antisocial behaviour will be more effectively dealt with by the Partnership. A joint approach will also ensure consistent and fair treatment for all individuals involved in, or falling victim to, antisocial behaviour. In agreeing to adopt this policy, partners agree to work collaboratively in tackling antisocial behaviour within East Lothian.

Cognisance will be taken of all other relevant strategies and policies by the Antisocial Behaviour Case Monitoring Groups in reaching decisions within the context of individual cases.

### **Section 3: Information Sharing Protocols**

The appropriate flow of information between the partners involved in addressing antisocial behaviour is key to the successful implementation of a strategic approach to resolve recurring antisocial behaviour. The information that is shared must be *necessary and relevant* in addressing antisocial behaviour.

A structure of authorised information sharing protocols must be in place to allow the Partnership to meet its legal obligations and to ensure that actions taken by partners are predicated upon an evidential base.

#### **3.1 Signatories**

The signatories to the principal information sharing protocols currently in place in relation to antisocial behaviour are East Lothian Council, Police Scotland, East Lothian Housing Association and Homes for Life.

#### **3.2 Management of information**

All parties to the protocols agree to abide by the terms of the Data Protection Act 1998.

#### **3.3 In what circumstances can information be shared?**

Information can be shared:

- where East Lothian Council or any partner agency is investigating and gathering evidence of antisocial behaviour in relation to an individual or group, with a view to taking action to prevent or tackle that individual's or group's antisocial conduct
- where Police Scotland are seeking information to prevent or detect crime or disorder



### **3.4 Information the Police can share**

The protocols encourage the sharing of information between partners for the prevention and detection of crime and antisocial behaviour. Police Scotland can share information, both in response to a direct request in terms of these protocols and proactively with a view to supporting and assistance partners in addressing antisocial behaviour.

All information should be relevant and not excessive in relation to the purpose for which it is required. It should also be accurate. Each individual case should be considered on its own merits and in relation to the purpose for which the information is requested.

### **3.5 Direct requests for information**

In relation to requests for information about specific individuals, it is appropriate for the Police to provide the following kinds of information:

- details of charges brought, pending Court cases, convictions recorded at SCRO (Scottish Criminal Records Office) or information held on the PNC (Police National Computer)
- Police warnings and details of attendance at *loci* (command and control incidents) relating to antisocial behaviour.

### **3.6 Proactive sharing of information**

The Police can provide assistance to the Council or any other partner agency under protocol, by identifying and providing information in relation to individuals who are perpetrators of antisocial behaviour or criminal activity. For example, this may be done in pursuance of an ASBO or eviction of a convicted drug dealer.

### **3.7 What Information *must* the Council, or other partner agency, share with the Police?**

The Police are responsible for the investigation and detection of crime and the apprehension of offenders. Partners *must* disclose all information that comes into their possession that is gathered through appropriate means, or that comes to its notice, where it suspects that a crime may have been committed. Depending on the importance or seriousness of the incident, all information, which falls into this category, and is, or comes into the possession of partners, must be passed on to the Police *immediately*.

### **3.8 What information can the Council and other partners share with each other?**

The council and other partners can share information in response to a direct request and can seek support and assistance from partner organisations in tackling crime and antisocial behaviour in East Lothian. The information should be relevant and accurate.

### **3.9 How should information be shared?**

This should be done in strict accordance with each individual protocol.

## **Section 4: Partner Organisations**

The East Lothian Antisocial Behaviour Strategy 2014-2017 recognises that antisocial behaviour is not the responsibility of any single partner. Each partner within the East Lothian Antisocial Behaviour Partnership, with an interest in dealing with antisocial behaviour, will apply this policy and follow protocol when exchanging information.

The partners that are members of the Antisocial Behaviour Partnership, who will apply this policy, are:

- **East Lothian Council**
- **Police Scotland**
- **East Lothian Housing Association**
- **Homes for Life**
- **Scottish Fire and Rescue Service**
- **Scottish Children's Reporter's Administration**
- **Scottish Court Service**
- **Crown Office and Procurator Fiscal Service**

In general terms, this means that named employees of the Police, the Council and other partners will be able to share information and implement *a co-ordinated approach* to address incidents of antisocial behaviour.

## **Section 5: Roles and Responsibilities**

### **5.1 Role of the Antisocial Behaviour Overview group**

The Antisocial Behaviour Overview Group will oversee:

- the implementation of the Antisocial Behaviour Policy
- the operation of the Case Monitoring Groups and the Antisocial Behaviour Officers Group
- all Information Sharing Protocols
- performance reporting
- financial monitoring

The Overview Group will also consider and agree actions, as restricted agenda items, for any case where the Case Monitoring Group cannot reach a consensus.

The permanent membership of the Overview Group shall be constituted by representatives drawn from the undernoted agencies -

- East Lothian Council (Safer Communities Team, Housing Services, Adult Wellbeing, Area Management, Children's Wellbeing, Protective Services, Legal)
- Police Scotland
- East Lothian and Tenants Residents Panel
- East Lothian Housing Association
- Homes for Life

The Overview Group will be chaired by the council's Head of Service responsible for antisocial behaviour.

The Chair of the Overview Group will have the power to extend the membership of the Group if a particular partner agency has an interest in a particular topic of concern.

### **5.2 Role of the Antisocial Behaviour Case Monitoring Groups**

The Antisocial Behaviour Case Monitoring Groups are cross-partner groups charged with ensuring that referred cases are considered from *all perspectives* and that actions agreed balance the needs of the individual with the needs of the community.

In East Lothian two separate case monitoring groups will meet.

An Adult Antisocial Behaviour Case Monitoring will meet every four weeks to consider adult cases referred by members of the Partnership.

Referred antisocial behaviour cases involving children or young adults who are the subject of a supervision requirement, will be considered by the four weekly Children's Antisocial Behaviour case Monitoring Group.

The membership of the two Case Monitoring Groups will be approved and kept under review by the Overview group.

The Case Monitoring Groups shall be chaired by the Manager of the council's Safer Communities Team.

The Chair of the Groups shall be authorised to make executive decisions within the context of individual cases that require to be made between meetings.

The Safer Communities Team will carry out the administrative duties attendant to the Groups; minutes shall be issued within five days of each meeting.

It is the role of the Antisocial Behaviour Case Monitoring Groups to:

- ensure that all relevant Council sections and external partners are involved in consideration of the case and their views are reflected and taken into account before any action is taken regarding a case
- instruct (further) intervention or diversionary action
- instruct a multi-partner case conference for specific cases if this has not happened and / or is considered appropriate
- provide advice to internal and external partners on cases in which there is doubt as to what course of action is considered the most appropriate
- instruct intervention action
- instruct appropriate enforcement action
- formally review all outstanding ASBOs on a monthly basis with a view to determining whether they remain necessary
- consider representations made by Police Scotland for the use of powers by other partners under the Antisocial Behaviour etc. (Scotland) Act 2004

The Case Monitoring Groups can co-opt representatives on to the group from other agencies when it is known that those agencies have intimate knowledge of a case that is going to be discussed.

### **5.3 Role of the Antisocial Behaviour Officers' Group**

The Antisocial Behaviour Officers Group is a cross-partner forum of senior officers charged with:

- maintaining the validity and currency of the Antisocial Behaviour Policy
- developing and maintaining relevant procedures and documentation
- maintaining the validity and appropriateness of performance monitoring information and reporting to the Overview Group thereon
- reporting to the Overview Group on information sharing arrangements
- monitoring and reporting quarterly to the Overview Group on the level of enforcement action
- implementing the decisions of the Overview group

The Officers' Group shall be chaired and administered by representatives drawn from the council's Safer Communities Team. Minutes will be issued within five days of each meeting.

### **5.4 Role of the Safer Communities Team**

The Safer Communities Team includes East Lothian Council and Police Scotland personnel. It is the role of the team to:

- support the Antisocial Behaviour Case Monitoring Groups
- establish the facts in individual cases, taking great care when considering complaints to avoid the possibility of discrimination/victimisation on the grounds of race, ethnicity, age, sex, sexual orientation, disability or religion
- confirm that the behaviour that forms the basis of the complaint constitutes antisocial behaviour
- where appropriate, establish what steps the complainer has taken to resolve matters themselves and consider whether further steps would be appropriate. These might include, *amongst other things*, a referral to East and Midlothian Resolution Service, formal noise monitoring or, in some cases, private civil action

- maintain full and accurate confidential records on open and referred cases
- advise partners in managing cases and preparing cases for referral to the Case Monitoring Groups
- share intervention action taken with relevant sections and partners in accordance with the existing information sharing protocols
- become involved *immediately* in cases of serious antisocial behaviour by supporting and assisting partners
- investigate and take action in serious antisocial behaviour cases in which the perpetrator is a Council tenant
- take a lead role in cases of antisocial behaviour where no clear lead partner role exists e.g. private sector housing antisocial behaviour
- act as the primary link, on behalf of the Partnership, with East And Midlothian's Resolution Service
- promote the Antisocial Behaviour Helpline and co-ordinate appropriate responses to complaints working closely with partners as required
- produce performance monitoring reports
- represent the Partnership in Court providing evidence and acting as professional witnesses when required
- ensure that a good audit trail of case information and evidence exists and that appropriate records are in place
- ensure that all Council sections, external partners and other appropriate agencies, are involved in consideration of the case and their views are reflected and taken into account before any action is taken regarding that case, ensuring that the partnership's approach is collaborative.
- maintain accurate minutes of the Antisocial Behaviour Overview Group, the Officers Group and the Case Monitoring Groups
- assist the Officers Group in developing detailed procedures and standard documentation
- intimate copies of all judicial orders to the relevant persons
- retain information regarding the use and effectiveness of ASBOs in order to support and evidence any monitoring and evaluation exercises that may be required

- take the lead in instituting and managing Problem Solving Partnerships in response to tackling group related antisocial behaviour occurring within public spaces

### **5.5 Role of East Lothian Council**

It is the role of the Council generally to:

- validate complaints received
- notify the Police immediately on the discovery of criminal activity
- initiate contact with any other partner or organisation, which may assist with the provision of information, intelligence or other evidence in the preparation of formal documentation e.g. an ABA or an ASBO Application
- formally request disclosure of information from the Police relevant to any investigation
- work with, challenge and support children exhibiting, or at risk of exhibiting, antisocial behaviour
- ensure suitable arrangements are in place so that each case is fully researched and the Council is in a position at all Antisocial Behaviour Case Monitoring meetings to update the Group as to the stage each case has reached
- prepare, draft and meet the costs of all ASBO applications or other significant enforcement action within East Lothian on receiving a request to do so that is consistent with this policy

### **5.6 Role of Police Scotland**

It is the role of Police Scotland to:

- have officers present at face-to-face meetings held with the perpetrators of antisocial behaviour on the request of a partner
- disclose all relevant information to the Council or a partner under the terms of the relevant information sharing protocol
- disclose all relevant information to East Lothian Council in support of the pursuance of legal action

### **5.7 Role of partner organisations**

It is the role of the lead partner when dealing with instances of ASB to:

- validate complaints received
- take action and meet the costs of any intervention and enforcement action for lower level antisocial behaviour under appropriate independent policy, set of local procedures or tenancy agreement
- gather and collate all necessary information relating to any antisocial behaviour investigation
- notify the Police immediately on the discovery of criminal activity
- make necessary contact and facilitate early interventions with the alleged perpetrators of antisocial behaviour
- ensure suitable arrangements are in place for the identification of new antisocial behaviour cases and ensure these cases are investigated and brought to the attention of the Antisocial Behaviour Monitoring Group
- ensure any tasks detailed in the Antisocial Behaviour Monitoring Group minutes are completed timeously
- disclose all relevant information to East Lothian Council in support of the pursuance of an ABA or ASBO application

### **5.8 Resource implications**

East Lothian Council will prepare, draft and meet the costs of all ASBO applications or other significant enforcement action within East Lothian on receiving a request to do so that is consistent with this policy. The Council and Police Scotland will also deploy appropriate resources to carry out accompanied warning visits and acceptable behaviour agreement visits.

Partners will take and meet the costs of action that they consider appropriate under independent policy, procedure or tenancy agreement. Partners will also meet the costs of their role and responsibilities under the requirements of this policy.



## **Section 6: Legal Framework**

### **6.1 Statutory references**

The *main* pieces of legislation in which this policy operates are as follows:

- [Antisocial Behaviour etc. \(Scotland\) Act 2004](#)
- [The Housing \(Scotland\) Act 2001](#)
- [The Environmental Protection Act 1990](#)
- [The Data Protection Act 1998](#)
- [The Children \(Scotland\) Act 1995](#)
- [The Housing \(Scotland\) Act 2010](#)

### **6.2 Equality and discrimination**

Enforcement action will only be considered where it is necessary to protect individuals, families or communities who are subject to the effects of antisocial behaviour. An application for an ASBO will not be made simply because individuals are different from their neighbours or because they engage in activities which are perceived as being different (for example they belong to a different religion, sex, race, sexual orientation, age or have a disability). When considering whether or not a particular case is appropriate for an ASBO application, the Council and its partners must satisfy themselves that the application has not been motivated by discrimination.

In addition, the Partnership must also consider the relevance of any mental disorder or physical disability and its impact in relation to an ASBO application as these matters may be provided for by the [Disability Discrimination Act 1995](#).

### **6.3 Human rights considerations**

The [Human Rights Act 1998](#) makes it unlawful for a public authority to act in a way that is incompatible with the European Convention on Human Rights (ECHR). East Lothian Council needs to be satisfied that:

- all procedural and substantive rights under the ECHR are complied with
- any interference with an individual's rights is necessary and in accordance with the provisions of ECHR legislation
- the proposed terms of any ASBO are reasonable and proportionate

#### **6.4 Information sharing**

Section 139 of the [Antisocial Behaviour etc. \(Scotland\) Act 2004](#) allows the disclosure and sharing of information between “relevant authorities”, which for the purpose of the Act, are the Council, Police Scotland, RSLs and any other partner involved in tackling antisocial behaviour. The provision allows disclosure of information between relevant authorities (Local Authority, Chief Constable and RSLs) where it is necessary and relevant for tackling antisocial behaviour. This removes any unnecessary obstacles to the sharing of information and ensures effective management of antisocial behaviour through information exchange.

#### **6.5 Management of information**

The [Data Protection Act 1998](#) restricts the sharing, storing and management of information. Section 29 contains an exemption when information is being sought for crime prevention and detection and the apprehension or prosecution of criminals.

#### **6.6 Regulation of Investigatory Powers (RIPSA)**

Some activities of the Council, including noise monitoring, are covered by the Regulation of Investigatory Powers (Scotland) Act 2000, hereafter described as RIPSA. These activities, which are deemed lawful if properly authorised, include carrying out covert surveillance or using covert human intelligence sources.

#### **6.7 Eviction**

Antisocial Behaviour is also a ground for re-possession of a Scottish Secure Tenancy (SST) in terms of paragraph 7 of schedule 2 to the Housing (Scotland) Act 2001. Before raising proceedings, a landlord has to serve on the tenant a Notice specifying the ground(s) on which proceedings are being raised and the date on which the landlord may raise proceedings. A Notice once effective remains in force for 6 months during which the landlord may raise proceedings.

#### **6.8 Application for an ASBO**

Only the Council or a Registered Social Landlord can apply for an ASBO; however, the Police *must* be consulted.

The Antisocial Behaviour Case Monitoring Groups will have considered all of the issues attendant to a case, particularly issues of support and vulnerability, before enforcement action is considered.

Prior to making an application for an ASBO in respect of a child, the Antisocial Behaviour Case Monitoring Group must consult the Children’s Reporter (who will be a core member of the Case Monitoring Group). If it is

thought that an ASBO is appropriate, the Council's Legal section will be instructed to prepare and lodge an application with the Court.

Where a child is involved, the Sheriff is required to have regard to advice provided by a Children's Hearing before determining the application for an ASBO. Therefore, before such an application can be determined, the Children's Reporter will be required to arrange a Children's Hearing for the purpose of obtaining their advice as to whether it agrees that an ASBO is necessary for protecting person(s) from further antisocial behaviour by the child.

Where an application for an Interim ASBO is made, and the Court is satisfied that it is necessary, an Interim ASBO can be granted pending the Hearing for a full ASBO. Before an Interim ASBO can be granted in respect of a child, the Court must have regard to any views expressed by the Children's Reporter. The question of whether the hearing of an ASBO application is held in private is a matter solely for the court.

Where an ASBO is granted against a child, it is important that not only is their behaviour tackled by the granting of the order but that the child is also supported to take positive steps to address its behaviour. It is envisaged that most children who are the subject of an ASBO will need a package of intensive support. When granting an ASBO (or an interim ASBO) in respect a child the Court has the power to require the Children's Reporter to refer the case to a Children's Hearing. It will be at the discretion of the Court whether to exercise this power or not.

## **6.9 Court proceedings**

The Council will lodge an ASBO application with the Court requesting a warrant for service. When that is granted, the application must be served on the individual whose behaviour is the subject of the application. The individual will be informed in writing of the need to attend any hearing and, should they fail to attend, an Order may be granted in their absence. If an individual opposes the application, the Court will regulate the procedure accordingly. Where a hearing is fixed to hear evidence, normal Court rules and timescales will apply.

## **6.10 Court appeals**

Either the Applicant or the Defender (in an ASBO case) can appeal against the Court's decision. The order remains in force pending the outcome of the appeal.

## **6.11 Variation and revocation of Antisocial Behaviour Orders**

ASBOs may be varied or revoked on an application by the Council or RSL or on application from the person against whom the ASBO is made.

The terms of all ASBOs relate to the protection of a particular community or individual, and they cannot be “transferred” to another community if the recipient happens to move house. In these circumstances, an application to have the ASBO varied would need to be considered, and this would only happen if that individual continued to behave antisocially at their new address.

If an individual moves away from the area, consideration should be given as to whether or not the original ASBO is still required, a risk assessment should be undertaken as to whether it is feared that, despite moving from the area, the recipient may return to persist in behaving antisocially.

Where the subject of an ASBO moves to another Local Authority area, every effort should be made to liaise with the relevant Local Authority’s Safer Communities Team and provide them with information about the fact that the individual in point is currently the subject of an ASBO. The Local Authority should also provide details of the antisocial behaviour that warranted the ASBO being applied for and granted. This information may need to be taken into account when assessing an individual’s suitability for housing in their new area.

If alerted by another Council that an individual, subject to an ASBO, is moving into East Lothian, the Case Monitoring Group will be made aware and agree appropriate action. This information will also be taken into account when assessing suitability of housing if appropriate.

## **6.12 Breach of an Antisocial Behaviour Order**

Under Section 9 of the Antisocial Behaviour etc. (Scotland) Act, 2004, any person who is the subject of an ASBO or an Interim ASBO who, without reasonable excuse, does anything that the order prohibits shall be guilty of an offence.

A person guilty of an offence under Section (1) of the Act above shall be liable, on summary conviction, to imprisonment for a term not exceeding 6 months or to a fine not exceeding the statutory maximum or both; or on conviction on indictment, to imprisonment for a term not exceeding 5 years or to a fine or to both.

Under Section 11 of the Antisocial Behaviour etc. (Scotland) Act 2004, where the Police reasonably believe that a person is committing, or has committed an offence under the terms of their ASBO, then they may arrest that person without warrant.

Breach of an ASBO by a child or young adult on a supervision requirement will be jointly reported to the Procurator Fiscal and the Children’s Reporter, as is appropriate in accordance with the Lord Advocate’s Guidelines. The Procurator Fiscal has the discretion to pass such cases to the Reporter where appropriate.

If criminal proceedings are taken against a child or young adult on supervision, for a breach of their ASBO and he/she pleads or is found guilty, the Court may seek advice from the Children's Hearing on how the child or young adult might be treated, or indeed it might remit the case to the Children's Hearing for disposal.

### **6.13 Review of enforcement action**

The partnership will review all current ASBOs and other enforcement action taken on a monthly basis. This review will confirm that all orders and actions in place remain necessary. Where it is deemed that there is no continuing need for an ASBO, an application should be made to the Sheriff to revoke the ASBO.

## **Section 7: Supporting Victims of Antisocial Behaviour**

Antisocial behaviour can generate alarm and distress, particularly to older people, members from minority ethnic groups and other vulnerable people living within our communities.

The Partnership recognises the importance of supporting victims of antisocial behaviour. The Partnership is committed to accessing appropriate support mechanisms to help the victims of antisocial behaviour.

East Lothian Council has reached an agreement with Victim Support (Scotland) who will provide specialist support to victims of and witnesses to antisocial behaviour. Partners can refer victims and witnesses to Victim Support via the Safer Communities Team.

## **Section 8: Prevention**

The Council, supported by the Partnership, will involve stakeholders and communities in the planning process for a range of generic and targeted diversionary activities and will adopt national standards for community engagement. The partnership will also attempt to engage with perpetrators of antisocial behaviour to understand why behaviours occur on a case-by-case basis to strengthen future preventative action.

### **8.1 Antisocial Behaviour Helpline**

The partnership will seek to prevent antisocial behaviour by publicising widely the Antisocial Behaviour helpline. The Partnership will seek to ensure that citizens are aware that antisocial behaviour will not be allowed to blight communities.

The Antisocial Behaviour Helpline will be managed by the council's Safer Communities Team.

### **8.2 Antisocial Behaviour Leaflet**

An antisocial behaviour leaflet outlining ASB policy will be widely circulated and accessible; this leaflet will set out service standards and reinforce the message about being a considerate and tolerant neighbour. The leaflet will provide key contact numbers, such as, the ASB helpline, how to access East and Midlothian Resolution Service, report abandoned cars, report fly-tipping and dog fouling, as well as providing other local contact information.

### **8.3 Publicity**

In addition to the leaflet and helpline, publicity about the partnership's policy will be maximised through the local press, including coverage of successful ASBO / Eviction court cases and diversionary activities. These, and other publicity vehicles, including social media, will also be used to communicate information about our performance in dealing with antisocial behaviour enabling a positive message to be disseminated regarding the partnership's performance in dealing with antisocial behaviour and improving public perception of the issue.

### **8.4 CCTV**

CCTV cameras are now located within the town centres of East Lothian. These have a deterrent effect in preventing antisocial behaviour and enhance the public's sense of well-being.

### **8.6 Environmental improvements**

Environmental improvements and "secured by design" initiatives can also assist in preventing incidences of antisocial behaviour by 'designing out'

problem features and will be utilised by the Partnership where opportunities and resources permit.

### **8.7 Estate management inspections**

The Council and its RSL partners will aim to prevent ASB by early identification of issues within communities through estate inspection programmes, linking partnership services to address issues of potential concern and, through engaging with the community, attempting to instil a sense of community pride.

### **8.8 Graffiti removal**

The partnership believes that a *zero tolerance* approach to graffiti delivers maximum results and adopts the view that, if all graffiti is removed quickly and effectively, less graffiti occurs and more general antisocial behaviour is accordingly discouraged.

Unless there are problems with access to private property, East Lothian Council undertakes to remove graffiti from all premises and street furniture promptly on identification.

Unless the costs of individual instances are prohibitive, or there are material health and safety considerations, e.g. on a railway bridge or motorway fly-over, the Council will not serve notices to require owners to remove graffiti, rather the Council will meet the costs of removal.

### **8.9 Housing allocations policy**

Through the Council's Allocations policy the Council and partner social landlords aim to let houses to those in housing need while also addressing the objective of ensuring balanced and sustainable communities. By monitoring incidences of antisocial behaviour by area, the Council will be able to develop local lettings initiatives to address a particular imbalance. RSL's also have their own allocations policies that make reference to problems relating to antisocial behaviour.

### **8.10 Tenancy agreement**

When a new tenant signs up to a tenancy with East Lothian Council or a RSL landlord, they will receive information contained within their tenancy agreement about acceptable standards of behaviour.

The East Lothian Scottish Secure Tenancy (SST) agreement states clearly under Section 3, 'Respect for others':

“You, those living with you, and your visitors, must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against, any person in the neighbourhood. Such people include



residents, visitors, our employees, agents and contractors and those in your house.”

Each new Council tenant is issued with a Tenants Handbook and a follow-up ‘settling-in’ visit to all new tenants takes place approximately six weeks after the sign-up visit; this allows the Housing Officer to reinforce these points.

### **8.11 Housing support**

If a tenant of the Council or RSL is identified as having support requirements to assist them in sustaining their tenancy and complying with the terms of their tenancy agreement, they can be referred for additional housing support services via their landlord. A prospective tenant who has a history of antisocial behaviour (evidenced as outlined in the definition of terms contained on page 6), may be offered a SSST with support to enable the landlord to ensure that previous behaviour does not continue.

### **8.12 Prevention and children**

A large amount of effort and resources are directed towards prevention activities, facilities and programmes of work involving children. The Partnership recognises and values the huge contribution the Voluntary Sector makes in jointly providing such services. The Partnership will support such initiatives and projects.

#### **8.12.1 Programmed prevention**

The Partnership is committed to building sustainable communities and to social inclusion both now and in the future. Programmed provision action for children aims to include as many participants as possible in positive educational and/or recreational experiences. The Partnership recognises that this provision helps to promote inter-generational community harmony.

#### **8.12.2 Active citizenship**

The Partnership will endeavour to engage with children to improve local democratic processes and a feeling of community worth.

The partnership will work in schools to reinforce the importance of active citizenship and will provide information and advice supporting initiatives.

The Partnership is committed to Youth Parliaments and the inclusion of children in planning sporting facilities and clubs.

The Partnership will work with all relevant agencies to improve perceptions and remove prejudices between children and their communities.

## **Section 9: Early Intervention and Diversion**

### **9.1 General**

Sections 9.2, 9.3 and 9.4 set out the specific formal intervention framework as defined by this policy.

The Partnership recognises that other intervention and diversionary work or actions can be happening alongside and be complimentary to the intervention framework as set out within this policy. If such other work is ongoing, the Antisocial Behaviour Case Monitoring Groups will consider this before determining further agreed action in any particular case. The Case Monitoring Group may also instruct further intervention or diversionary aspects if the group feels that this is appropriate.

Over and above the framework set out in sections 9.2 - 9.4, general intervention and diversionary measures include:

#### **9.1.1 Resolution**

All partners should make use of East and Midlothian's Resolution Service, where appropriate, as an effective method of resolving neighbour disputes and addressing antisocial behaviour; however, it is extremely important that a referral to the Resolution Service is done early in the process as that way there is more chance of the intervention being effective.

The Partnership recognises the critical role that the Resolution Service has to play in preventing antisocial behaviour occurring in East Lothian.

#### **9.1.2 Noise**

Where an antisocial behaviour complaint revolves mainly around measurable noise, a referral should also be considered to have noise monitoring equipment installed. This should be done through the Council's Safer Communities Team in the first instance.

The Partnership will promote the work of East Lothian's Night Time Noise Service.

#### **9.1.3 Private landlords registration**

Where intervention is required in cases where antisocial behaviour is emanating from the property of a registered private landlord, intervention warnings against the occupants of the property may be shared with the landlord.

#### **9.1.4 Diversionary activities**

The Partnership will endeavour to implement targeted diversionary programmes or specific activities with the aim of reducing the likelihood of the re-occurrence of antisocial behaviour.

## **9.2 Intervention Framework - Adult Sector**

The following intervention stages have been agreed between partners working together to tackle antisocial behaviour within East Lothian in relation to adults:

### **9.2.1 First Warning**

The Partnership will attempt to secure behavioural change by initially issuing a verbal warning. This will take the form of a meeting, or visit, and, depending on circumstances, may be a joint visit with the Antisocial Behaviour Police Liaison Officer. All verbal warnings will be recorded and confirmed in writing to the party concerned. Monitoring arrangements will be put in place to evidence whether behaviour has changed as a result of the warning being issued.

The appropriate partner should, upon being made aware that a complaint has been made, and once they have satisfied themselves that the complaint is valid (this may include the taking into consideration of uncorroborated reports of similar types of behaviour from different complainers on separate occasions), take the lead and issue the perpetrator with a face-to-face verbal warning. Most commonly, this will be the responsibility of the landlord of a property. Private landlords will be given advice by the Safer Communities Team if this is requested. Once a verbal warning has been issued, the lead partner will then be expected to follow this up by issuing a verbal warning confirmation letter.

### **9.2.2 Second Warning**

If problems persist, the appropriate partner will issue a written warning letter. The letter should contain brief details of the type of complaints being made against the perpetrator, it should also request that the perpetrator refrain from engaging in the type of behaviour detailed within the letter. Where appropriate, this letter will also refer to the conditions of the tenancy agreement under which the property has been let.

### **9.2.3 Third Warning**

If problems persist, the appropriate partner will issue a further written warning letter. The letter will again contain brief details of the type of complaints being made against the perpetrator and will again request that the perpetrator refrain from engaging in the type of behaviour detailed within the letter.

***If an adult is involved in serious antisocial behaviour or offending, their case may be considered immediately at the third intervention stage by-passing stages 1 and 2.***

At this stage, the lead partner will present the details of any cases that have gone beyond final written warning stage to the Antisocial Behaviour Case Monitoring group for discussion.

#### **9.2.4 Fourth Warning**

If problems nevertheless persist, following discussion at the Antisocial Behaviour Case Monitoring group, a final face-to-face warning will take place. At this stage a member of the Council's Safer Communities Team, together with an appropriate staff member from the lead partner and the Antisocial Behaviour Police Liaison Officer, will undertake a face-to-face meeting with the perpetrator. An Acceptable Behaviour Agreement (ABA) will have been drawn up by the Council's Safer Communities Team after it has been provided with all of the documented relevant interventions already made by the lead partner involved in the case. This ABA will be discussed with the perpetrator and the agreement offered for signature. During the meeting, the antisocial behaviour process will be explained to the perpetrator, and they will be officially warned of the consequences of not altering their behaviour.

If, following all interventions, antisocial behaviour is still evidenced, the Antisocial Behaviour Case Monitoring Group will consider appropriate enforcement action.

*If an adult is involved in serious antisocial behaviour, their case may be introduced directly to the Case Monitoring Group without having to progress through the preceding stages. The Group, at that stage, can direct the most appropriate action to be taken under the policy.*

#### **9.2.5 Appeals against Warnings**

An adult who has been made the subject of any warning issued by East Lothian Council under the policy can ask for the circumstances that led to the issuing of same to be reviewed via the Council's corporate complaints process. Any such complaint should be registered within 6 months of the date of the issuing of the warning.

### **9.3 Intervention Framework - Children's Sector**

The following intervention stages have been agreed between partners working together to tackle antisocial behaviour within East Lothian involving children.

It should be noted that details of every Warning issued to a child, including the issuing of an Acceptable Behaviour Agreement, shall be made to the Key Worker from East Lothian Council's Children's Services Department allocated to the child or his or her family.

#### **9.3.1 First Warning**

The partnership will, on being satisfied that an antisocial behaviour complaint against a child is valid (this may include the taking into consideration of uncorroborated reports of similar types of behaviour from different complainers on separate occasions), attempt to secure behavioural change of that child by issuing a verbal warning. This will take the form of a meeting or visit to the child and the child's parent or guardian by a member of the lead agency and a member of the Safer Communities Team. All verbal warnings will be recorded and confirmed in writing to the child and his or her parent or guardian.

#### **9.3.2 Second Warning**

If problems continue to persist, a second warning letter will be sent from the Council's Safer Communities Team to the child and to the child's parent or guardian.

#### **9.3.3 Third Warning**

If problems continue to persist thereafter, a third warning letter will be sent from the Council's Safer Communities Team to the child and to the child's parent or guardian.

It will be the responsibility of the Safer Communities Team to monitor the behaviour of the child after the third warning. The case will be presented to the Children's Antisocial Behaviour Monitoring Group for discussion on the issuing of the Third Warning.

*If a child is involved in serious antisocial behaviour or offending, their case may be considered immediately at the third intervention stage by-passing stages one and two.*

#### **9.3.4 Fourth Warning**

The Case Monitoring Group will sit on a four weekly basis. The Group will decide what further intervention and diversionary activity and/or enforcement action it considers appropriate. This may include asking a child

to consider signing an Acceptable Behaviour Agreement. It may also include the issuing of a Final Warning to the child in the context of a home visit by the appropriate agencies.

### **9.3.5 Acceptable Behaviour Agreement**

If the Antisocial Behaviour Case Monitoring group consider that an ABA is warranted and appropriate then the Safer Communities Team will draw this up after consultation with all the partners involved with the child. The Safer Communities Team will, after confirming agreement on the contents of the ABA, co-ordinate an ABA meeting for the ABA to be signed off. The child, plus their parent or guardian must be invited to attend the ABA meeting. However, if a parent or guardian refuses to attend another person (a supportive adult preferably a relative of the child, or an appropriate adult previously identified from the child's case notes) may stand in for the parent. If the child fails to attend the ABA meeting but their parent or guardian does attend, another meeting should be organised, and it should be emphasised to the parent / guardian of the child that their son/daughter/charge must attend at the re-scheduled ABA meeting.

If the child fails to attend the second ABA meeting the ASBT will send out a letter to the child's parent nor guardian advising them that their son/daughter/charge will be subject to further review by the Antisocial Behaviour Case Monitoring Group for it to decide how best to proceed with the case.

If after an ABA has been signed by the child or if the child decides not to sign an ABA, and they continue to exhibit antisocial behaviour, an application for an ASBO may be considered by the Children's Case Monitoring Group.

### **9.3.6 Appeals against Warnings**

A child or parent or guardian of a child who has been made the subject of any warning issued by East Lothian Council under the policy can ask for the circumstances that led to the issuing of same to be reviewed via the Council's corporate complaints process. Any such complaint should be registered within 6 months of the date of the issuing of the warning.

## **9.4 Intervention Framework - Adults Subject to Supervision Requirement**

Persons aged 16 and over and still subject to a supervision requirement remain within the jurisdiction of the Children's Hearing system. Intervention action for such persons will be as per the children's sector and at the appropriate stage their cases will be referred to the Children's Case Monitoring Group.

## **Section 10: Enforcement**

This section of the policy sets out the enforcement action that the partnership can ultimately take if required. Enforcement action will be applied with *appropriateness and proportionality* being the driving consideration.

### **10.1 Antisocial Behaviour Orders (including Interim Orders)**

East Lothian Council *will* apply for an ASBO on behalf of the partnership in the following circumstances:

- on a request being made by Police Scotland to the Antisocial Behaviour Case Monitoring Groups
- on an instruction being issued by the Antisocial Behaviour Case Monitoring Groups

The Council cannot apply to the Court for an ASBO in relation to a child under 12 years of age.

### **10.2 Criminal Antisocial Behaviour Orders**

East Lothian Council will request that the Procurator Fiscal make a request of the Court to include a Criminal Antisocial Behaviour Order (CRASBO) as part of a sentence following conviction. This this will be:

- on request from Police Scotland
- on request from one of the Antisocial Behaviour Case Monitoring Groups

### **10.4 Parenting orders**

Where a parent has been offered support on a voluntary basis and has refused to engage with that support, and where their behaviour, or lack of parental intervention, is having a negative impact on their child, the Council can consider applying to the court for a Parenting Order.

### **10.5 Warning notices - Noise Nuisance**

Officers from East Lothian Council's Protective Services department have the authority to issue statutory warning notices for daytime (07.00 hours - 19.00 hours), evening (19.00 hours - 23.00 hours) or night time (23.00 hours - 07.00 hours) in relation to the commission of noise offences.

### **10.6 Fixed Penalty Notices**

East Lothian Council may issue a Fixed Penalty Notice for:

- non-compliance with a warning notice for noise offences
- littering
- dog fouling
- fly-tipping

### **10.7 Evictions for drug related incidents**

Partner landlords will *normally* seek to evict tenants on evidence of drug related incidents where the property has been used for any of these purposes. These will include:

- supply of drugs
- being concerned in the supply of drugs
- possession with intent to supply
- cultivation within the property or the grounds of the property
- second or subsequent conviction for possession
- allowing a tenancy to be used for the commission of offences under the Misuse of Drugs Act 1971

### **10.8 Evictions for other antisocial behaviour**

Housing providers within the Partnership will *normally* seek to evict tenants who:

- breach an Interim or full ASBO
- exhibit, or allow others to knowingly exhibit, significant antisocial behaviour within their tenancy, or within the locality thereof, and who do not alter their behaviour, despite having been warned regarding same
- are convicted of a serious crime of a violent or threatening nature within the property or in the locality of the tenancy

### **10.9 Short Scottish Secure Tenancy (SSST)**

Housing providers within the Partnership may consider restriction to a SSST on evidence of antisocial behaviour in temporary or previous accommodation. This may be done where a tenant:



- has had order for repossession made against him/her in the UK on the grounds of antisocial or similar behaviour in the previous 3 years
- a member of household is subject to an antisocial behaviour order (ASBO).

Partner landlords *may* convert a SST to a SSST when an ASBO has been granted. A recommendation shall be issued by the Case Monitoring Groups to the relevant Housing Manager in these circumstances.

#### **10.11 Antisocial Behaviour Notice**

If a landlord fails to comply with an antisocial behaviour notice then the Council can take action to deal with the antisocial behaviour and pursue the landlord for expenditure incurred as a consequence of the landlord's failure to comply. The Council can also refer the matter to the Procurator Fiscal for prosecution of the offence of failure to comply with the notice.

The council's Safer Communities Team will instruct the issuing of Notices under this section.

#### **10.12 Order as to rent payable**

The Council can apply to the Sheriff for an Order as to Rent Payable in respect of a property in relation to which an antisocial behaviour notice has been issued. If granted, this has the effect of stopping rent payments being received by the landlord for the property concerned. Careful consideration must be given as to the details of each individual case to ensure that serving an Order as to Rent Payable is not seen by a tenant as a reward for antisocial behaviour.

#### **10.13 Management Control Order**

Where tenants of private landlords are behaving in an antisocial manner and the landlord has failed to address that behaviour effectively as specified within the Antisocial Behaviour Notice, the Council can apply for a Management Control Order via the Sheriff Court. If granted, the Council can then intervene and take over the management of the tenancy in question such that it can take actions that the private landlord should have taken but did not. When a Management Control Order is in force the Council will have the sole right to claim any rent or other income due on the property. A Management Control Order is in practice an alternative to the Order as to Rent Payable.

#### **10.14 Private landlords de-registration**

East Lothian Council will submit an application to the Licensing Sub-Committee to deregister a private landlord who no longer meets the "fit and

proper person” test. It is a criminal offence to operate as a private landlord and not be registered.

#### **10.15 Closure of Premises Orders**

A senior police officer (of the rank of Superintendent or above) can, in consultation with East Lothian Council, take action through the Sheriff Court to close premises where significant and persistent disorder or serious nuisance to the local community is regularly occurring.

#### **10.16 Dispersal Notice**

A senior police officer (of the rank of Superintendent or above) can, in consultation with East Lothian Council, designate an area where significant, persistent and serious antisocial behaviour is occurring and the behaviour of groups is contributing to this problem, and utilise the power of dispersal post-declaration.

#### **10.17 Seizure of vehicles**

Police Scotland have the power to deal with individuals who cause alarm, distress or annoyance to members of the public through the antisocial use of vehicles on public roads or off road. The police can stop and seize or remove motor vehicles that are being used in such a manner.

#### **10.18 Seizure of noise making equipment**

Where a warning notice has been served in respect of antisocial noise, and an authorised officer has reason to believe that noise emitting is above a permitted level, the equipment producing the noise may be seized and removed.

#### **10.19 Vexatious complainers**

Following investigation, the Partnership may declare unjustified, repeated, unfounded or frivolous complainers as vexatious and may decide to take no further action as a result of those complaints. This decision will be made by the Adult Case Monitoring Group.

## **Section 11: Rehabilitation**

Successful rehabilitation of the perpetrators of antisocial behaviour depends on many facets and each case has its unique characteristics.

The Partnership, through either its own resources or through accessing other resource, will endeavour to rehabilitate antisocial behaviour offenders.

Support mechanisms and resources that can deliver successful rehabilitation include:

- users with dependencies engaging with treatment and rehabilitation centres
- sensitive re-housing through East Lothian Council's Rehousing Panel or management transfers through other partnering landlords
- East Lothian Council Community Housing / Tenancy support and Homelessness Prevention Team

## Section 12: Service Standards

### 12.1 Principles

The Partnership will:

- aim to take early action to prevent disputes and behaviour from escalating
- seek to act in a manner that is consistent with accepted good professional practice
- ensure that it does not act in a discriminatory manner when dealing with antisocial behaviour complaints.

### 12.2 Framework for prioritisation

To provide a framework for prioritisation and to help indicate how types of behaviour will be acted upon, agreed priority groups for specific examples of antisocial behaviour are set out below. Note that this list is not exhaustive:

#### Group 1:

*More serious antisocial behaviour* where the involvement of the Police is present or necessary; for example:

- violence or aggression displayed towards a member of staff
- violent or threatening behaviour towards members of the public
- the use of weapons
- drug related incidents
- racial harassment and other forms of hate crimes
- sectarian behaviour
- damage to property
- fire-raising
- prostitution

#### Group 2:

Antisocial behaviour is of a more minor, but persistent nature; for example:

- noise nuisance (including DIY and the use of electrical appliances)
- shouting and swearing
- noise associated with motor vehicles
- Obscene or offensive gesticulation

### Group 3:

Disputes solely between two neighbours; for example,

- misuse of common areas
- sporadic noise

### **12.3 Target response times**

Partnership members will accept complaints by letter, email, phone, via the receipt of any bespoke on line form, via social media platforms or by way of interview.

Anonymous complaints will be recorded, but it will not normally be possible to act on such complaints unless that complaint can be subsequently verified.

The Partnership is committed to responding to complaints of antisocial behaviour as quickly as it can but will prioritise complaints such that it can also ensure that it investigates the most serious complaints it receives immediately. Target response times for complaints received by the Council (initial response) are outlined below:

Group 1: visit / interview complainer within two working days.

Group 2: contact complainer, undertake initial investigation and assess appropriate action within five working days of receipt of complaint.

Group 3: contact complainer, undertake initial investigation and assess appropriate action within ten working days of receipt of complaint.

Target timescales relate to initial response to a complaint. Timescales for further action and involvement should be included in any action plan drawn up to resolve the case.

### **12.4 Information Sharing Requests**

Partnership members will respond to formal information sharing requests within 5 working days.

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# Stock Investment Strategy Policy Review

## Report by Charlie Cooley, Director of R3 & Asset Management for approval

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### 1.0 Introduction

The Stock Investment Strategy Policy is due its annual review.

### 2.0 Summary of Amendments

There are only minor changes to the policy, and these are tracked in the attached **Policy Document**.

Section 2.2 Fuel First Approach includes Heat Network Technology and references ELC proposed Heat Transmission Highway.

### **Recommendation**

The Management Committee is asked to approve the revised Stock Investment Strategy Policy.

ELHA POLICY

<b>Date Issued</b>	March 2023
<b>Last Revised</b>	Not applicable
<b>Department</b>	Asset Management
<b>Title</b>	<b>Stock Investment Strategy</b>
<b>Objective</b>	To outline the Association's strategy for investing in its property assets considering regulatory requirements and meeting targets for reduction of use of fossil fuels and future strategy with respect to new developments.
<b>Responsible</b>	Director of Asset Management
<b>Next Review Date</b>	March 2024

### 1.0 Asset Management

The Association has an existing approved and implemented Asset Management Strategy:

[https://www.elha.com/uploaded/elha2/secure\\_files/asset\\_management\\_strategy\\_document\\_1.pdf](https://www.elha.com/uploaded/elha2/secure_files/asset_management_strategy_document_1.pdf) driven around the guiding principles of providing and maintaining properties for rent in the Social Housing Sector that are affordable, fit for purpose, sustainable and economically viable.

[This policy is also aligned with our Cause for Concern Strategy Document. This Strategy identifies land or properties that have cause for concern, either now or in the foreseeable future. The reasons for the concern may be property related \(such as poor condition, difficult to upgrade to future required standards, or requiring unsustainable levels of future investment\), but may also be management related \(such as properties in low demand, tenure types that are no longer appropriate, or properties with other management issues\).](#)

In recent years there has been an additional focus on sustainability, reduction of fuel poverty and the overall requirement for meeting targets by the phasing out of the use of fossil fuels and reducing CO2 output. [This along with an emphasis on Building Safety considering areas including: Fire & Electrical Safety, Gas Servicing, Damp & Mould, Asbestos & Legionella.](#)

Our Long-Term Financial Projections, which we revise annually, consider our overall financial stability for the next 30 years, and have evolved to take account of the requirements of EESSH and emerging EESSH2 requirements, whilst needing to ensure sufficient funding to maintain the stock to the highest standards through the delivery of the Planned Maintenance Programme (PMP) and being able to demonstrate that all this is affordable.



## 2.0 Stock Investment Strategy Guiding Principles

There are competing priorities, not just in relation to existing stock investment, and we must strike a balance that is not simply driven by meeting certain standards at all costs. Preventing homelessness for example is another key driver, and one contribution we can make is in continuing to build new homes, so we must take pragmatic decisions that ensure the right balance between the energy efficiency of new homes and maximising the number we can build is struck. We have therefore set out four key principles in our approach to future stock investment.

### 2.1 Applying Common Sense – At All Times

This is an over-riding guiding principle for our Stock Investment Strategy. There will be exceptions and variations within our stock that mean we cannot apply a simple, equal solution. We will be guided by the needs of our tenants, overall affordability, and understanding of our homes as both community and individual assets. We will work with our tenants wherever we can to apply the right solutions in the right places and will avoid decisions where they are illogical and applied simply to meet a standard.

We will, however, do all we can to move our stock to zero emission at the earliest opportunity. Given current uncertainty around future standards and requirements, it is difficult to plan effectively at present, but we will work with both the Scottish Government, Scottish Housing Regulator and Scottish Federation of Housing Associations, and engage in the development of future strategies and standards. [We await the results of the Social Housing Net Zero Standard consultation \(closed March 2024\) and expected to be introduced in 2028.](#)

### 2.2 Fuel First Approach

We are keen to reduce the carbon footprint of our homes as quickly as we can, and ultimately, we see future energy requirements for our homes being met by either on-site or other local generation ([Heat Network Technology](#)), or by grid electricity. The goal is to see the use of gas, coal and wood for heating in our homes end. However, responding to Fuel Poverty is a priority, and we must ensure that any new heating system is at least no more expensive to run than any existing gas or solid fuel heating system.

Currently, fossil fuels, particularly gas, are much cheaper per Kwh than electricity. Market forces may equalise prices through time, but we believe a Social Heating Tariff, equalising prices for heating energy, would allow us to make much quicker progress in decarbonising our homes. This could be achieved by a mixture of subsidy for electricity, paid for in part by slowly and progressively increased taxes on natural gas [\(for example, a “gas equivalent tariff”\).](#)

With equal fuel prices, we would be able to replace all our gas boilers across a few years with electric combi boilers, without the need for any government funding or other grant assistance. These upgrades would result in minimal inconvenience for tenants, and if taken forward on a larger scale with the sector, this could be alongside grid improvements to provide the additional capacity required. In addition, our risks and maintenance costs associated with maintaining gas systems would reduce to zero.

Another alternative to delivering Cheap Low Carbon Heat is utilising the East Lothian Council (ELC) proposed Heat Transmission Highway. This Heat Network Technology would allow ELC to meet its long-term heating and decarbonisation targets. ELC are investigating a Heat Utility strategy utilising clean, low-cost waste heat from its local industries.

ELC proposes to build an extensive, regional heat infrastructure using Heat Transmission Highways. This concept will allow ELC to harvest waste heat across the neighbourhood, and leverage economies of scale to significantly reduce the cost of heat. The benefits of this include:

- Addresses fuel poverty
- Cheaper than mains gas with price security
- Opportunity for no standing charge for social tenants
- Exploring delivering free hot water when electricity is being curtailed

For properties in the Heat Network Zone, getting 'Heat Network Ready' would involve a focus on insulation and 'fabric first' in readiness to connect when the pipe network arrives. Smaller scale renovations, such as kitchen changes, could consider electric stoves over gas cookers. The works to transition over to a Heat Work are not overly complicated:

- Heat Interface Unit – replaces gas boiler
- Minimum of internal disruption
- 65C flow into properties - 40C return flow
- Provides instant hot water and heating
- Easy to operate and very low maintenance

We are very wary of trying to retrofit systems that our existing homes were never designed to accommodate, in particular, Air Source Heat Pumps (ASHP). We recognise the benefits of Heat Pumps when installed in homes designed to work with them and will consider them where appropriate in our new build projects.

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However, the high installation cost, concern around lifespan and maintenance costs of the systems, the nature and extent of the works required to retro-fit them, and above all, poor heating performance when compared to a traditional wet system, mean that they are not appropriate for the majority homes with existing gas central heating systems.

Many of our rural homes already have zero emission heating, as many are fitted with electric Quantum night storage heaters. As this form of heat storage is essentially a battery, it is possible that there is a place for this kind of system in the heating systems of the future, but with a gas equivalent heating tariff, electric combi boilers could also be considered for these homes, offering tenants the same levels of comfort and controllability of heating that tenants in urban areas generally have.

### **2.3 Fabric Second Approach**

Investing in the thermal efficiency of our homes where there is a clear return on the investment makes sense for tenant and landlord alike. We will continue to take sensible measures, but it is becoming increasingly difficult for us to make meaningful improvements to our homes where the returns justify the level of investment required.

We do not believe that housing stock should be assessed in individual isolation. For example, two otherwise identical homes, one with solar PV and one without, would have two completely different ratings under existing energy efficiency assessments. However, if the equivalent of two homes PV panels were put in a solar farm, and each property receives half of the energy generated, then both homes would benefit from their "own" generation, and both would have the same energy rating.

We believe it is not just about the physical attributes of an individual property, but how and where the energy they use is generated, that is critical to considering their overall impact on the environment. We also recognise the crucial role housing plays in communities, and whilst, for example, a larger, older property may use more energy than a smaller, newer one, we may place a higher social value on the larger property, and therefore we may wish to tolerate higher energy use, rather than consider disposal of the property, if there are no practical ways to reduce overall energy use further.

We are therefore wary about judging the quality of our homes based on just thermal performance, and we will take a wider view around stock retention strategies, unless legislative or regulatory requirements mean we have to do otherwise.

### **2.4 Local Generation and Supply**

We are keen, where possible, to explore the potential of localised schemes to develop energy for our tenants to use, whether that is small scale on site solar farms at new developments, or offsite wind generation that can use a future, more intelligent grid for distribution. We have the ability to fund, build and

manage capital infrastructure, so ensuring our tenants have long term access to cheap, reliable energy, is part of our long-term vision.

### 3.0 Options Available From Clean Energy Sources

Using electricity from sustainable generation allows us to consider the use of various electrically powered systems to provide heat and hot water for existing stock to upgrade and renew systems as required, and for future schemes as they are developed. Options already in use in our stock include:

- Electric Wet Central Heating Boilers (Combi Boilers)
- Ground Source Heat Pumps
- Air Source Heat Pumps
- Storage Heating (Quantum Heaters)
- Solar Photo Voltaic Systems
- District Heating Schemes
- Battery or Heat Store Technology

Other options may become available in the future, as advances in technology and other alternatives are developed. The use of Hydrogen and Microwave technology are sure to be developed further in future years and may provide cost effective alternatives, whilst infra-red heating systems are already available in the market. We aim to find out more about these kind of systems as they develop and consider whether there are any practical uses for them within our stock.

We have installed Electric Wet, Ground Source Heat Pumps, Air Source Heat Pumps, Solar PV and Heat Store Batteries in our stock. We recognise the additional costs of Electric Wet systems, but tenants with these systems generally use Economy 10 tariffs which does reduce overall cost, but this is not a perfect solution. With a gas equivalent heating tariff, these would be the best option from the perspective of retro-fit and controllable heating for tenants.

Our Solar PV and Heat Store systems work well, and we have now installed Solar PV's in virtually all our suitable properties [\(over 750 homes in total\)](#).

We struggle with many tenants trying to explain how to use Ground Source and Air Source Heat Pumps, despite many of these systems having been in place for many years. Many tenants use the systems efficiently and effectively, but probably as many again do not use the systems as designed and so are running them inefficiently and often relying on immersion heating for water as a result, which in turn means high energy bills.

We have replaced all electric panel heating and older type storage heating systems with more efficient Quantum Storage Heaters. These are efficient, as well as having a long lifespan and low maintenance costs, and if used with an Economy 7 tariff, keep heating costs reasonable, but nowhere near as low as a gas heating system, and with significantly less control.

#### 4.0 Property Energy Performance Information – Existing Stock

We have 100% stock condition database that provides good information about our stock. The survey information provides information to inform our future maintenance planning.

Every property has a current Energy Performance Certificate (EPC) that identifies the rating given to each property.

Working with the Energy Savings Trust (EST), the Association has a ~~massive~~ large amount of information on property energy performance and potential energy savings available through the EST Portfolio Energy Analysis Tool (PEAT). The PEAT tool assists with targeting the properties that most need typical energy saving measures with an estimate of how much these measures are likely to cost. [This is also a useful tool for our Money & Home Energy Advice Service.](#)

#### 5.0 EESSH2

The Energy Efficiency Standard for Social Housing (EESH) aimed to improve the energy efficiency of social housing in Scotland by aiming to reduce energy consumption, fuel poverty and the emission of greenhouse gases.

The EESH was based on the minimum Energy Performance Certificate (EPC) rating calculated using the Standard Assessment Procedure (SAP) for energy rating of dwellings 2012 methodology.

The original EESH was introduced in March 2014 and set a first milestone for social landlords to meet for social rented homes by 31 December 2020. [We await the results of the Social Housing Net Zero Standard consultation \(closed March 2024\) and expected to be introduced in 2028.](#)—An EPC rating of Band D was the minimum required and the Association met this target through the investment in the stock. A second milestone (EESH2) was confirmed in June 2019, for social rented houses to meet by December 2032. The EESH2 milestone is that:

- All social housing meets, or can be treated as meeting, EPC Band B (Energy Efficiency rating), or is as energy efficient as practically possible, by the end of December 2032 and within the limits of cost, technology and necessary consent
- In addition, no social housing below EPC Band D should be re-let from December 2025, subject to temporary specified exemptions

The Scottish Government decided to review the EESSH2 in 2023 to strengthen and realign the standard with the target for net zero heat in houses from 2040, as set out in the Climate Change Update, the Heat in Buildings Strategy, and the Housing to 2040 Route Map. The review will look at progress towards EESSH2, elements of the standard, air quality, alignment with the net zero target, and how the standard fits with changes needed across other tenures.

Clearly this will have a significant impact on our future stock investment, and we will review our approach once the required new standards become clear.

# Fixed Asset Depreciation / Grant Amortisation Policy Amendment

## Report by Gary Alison, Director of Finance & Corporate Services – for approval

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### 1.0 Introduction

The Fixed Asset Depreciation / Grant Amortisation Policy had its periodic review last year. The next review is not due until May 2028; however the Director of Finance and Corporate Services is seeking to make one minor change before then.

As this is an amendment to the policy rather than a full review, only a **Policy Document Extract** is included below, showing the proposed changes.

### 2.0 Changes to the Policy

There is a line in the policy that states;

“We do not capitalise items which cost less than £500 (including VAT).”

It is proposed that this is changed to:

“We will capitalise items in line with the levels set out in our Authorisations and Standing Charges / Allowances Policy”.

The revised Authorisations and Standing Charges / Allowances Policy was approved by the Management Committee at the 21 March 2024 meeting. This revised Policy included increasing the level at which expenditure is capitalised from £500 to £1,000, meaning the Fixed Asset Depreciation / Grant Amortisation Policy now contradicts this.

The proposed narrative change in the Policy reflects this increase in capitalisation limits, but also ensures the policy does not need future revision because of future changes in this threshold from the Authorisations and Standing Charges / Allowances Policy.

**3.0 Previous Reports to the Management Committee**

Previous reports relevant to this topic are as follows:

<b>Report</b>	<b>Agenda Item</b>	<b>Date</b>
Fixed Asset Depreciation – Grant Amortisation Policy Review	4.4	25 May 2023
Authorisations and Standard Charges and Allowances Policy Review	4.1	21 March 2024

**Recommendation**

The Management Committee is asked to approve the revised Fixed Asset Depreciation / Grant Amortisation Policy.



# Unacceptable Customer Behaviour Policy Review

## Report by Karen Barry, Director of Housing – for approval

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### 1.0 Introduction

The Unacceptable Customer Behaviour Policy was first introduced in 2018 and is broadly based on the Scottish Public Services Ombudsman's (SPSO) 'Unacceptable Actions Policy' with the aim of providing a clear statement of the behaviour considered unacceptable and the action that the Association may take in response.

The Policy was due for review earlier this year and recommended changes were submitted to the Management Committee on 22 February 2024 for approval.

The Management Committee identified further amendments as being required and it was agreed that a draft, taking account of the new amendments, be circulated along with a clean version for final comment.

### 2.0 Policy Review

Minor feedback was received from Management Committee members which has been incorporated into the **Policy Document** attached to this report. It was also suggested that the name of the policy be amended to Customer Relations Policy.

#### **Recommendation**

The Management Committee is asked to approve:

- (a) The renaming of the Unacceptable Customer Behaviour Policy to Customer Relations Policy; and
- (b) The revised Customer Relations Policy.

ELHA -POLICY

Date Issued December 2018

Last Reviewed November 2023

Department Corporate

Title ~~Unacceptable Customer Behaviour~~Customer Relations Policy

Objective To describe how we aim to support all our customers to engage with us positively, and to outline the behaviours types of engagement we consider that are deemed unacceptable and outline how we will respond

Responsible Director of Housing

Next Review Date ~~December~~November 20232028

1.0 ~~1.0~~ Introduction

1.1 We are committed to providing the highest level of customer service and aim to support everyone engaging with us to do so in a way that reaches the best outcomes for everyone. In some circumstances, we need to take action to protect our staff, management committee, contractors or agents from types of engagement which impact their well-being or our ability to provide a service. This policy sets out how we will identify and respond to those types of engagement.

1.2 We have a Customer Care Charter that explains how our staff will behave towards and deal with tenants and other customers. The required standard of behaviour of our staff is also detailed in our staff Code of Conduct. It is equally important that our staff and anyone working on our behalf should not be subjected to unacceptable behaviour from anyone they deal with in the course of their work.

1.34 For the purposes of this Policy, We consider that there are five main categories of unacceptable behaviour that we may need to manage. These are:

- Unreasonable behaviour
- Aggressive or abusive behaviour
- Unreasonable demands

- Unreasonable persistence
- Vexatious behaviour

Appendix 1 sets out the definitions of these types of behaviours.

~~We consider the use of social networking sites and the internet to perpetrate or encourage aggression and/or abuse including any of the above types of behaviour towards our staff to be unacceptable behaviour.~~

## **2.0 Scope of Policy**

2.1 This policy covers anyone who engages with the Association's staff, management committee, contractors and agents working on our behalf.

2.2 Engagement includes all forms of contact including verbal (over the phone, in person, etc.), written (letters, emails, online forms, etc.) as well as contact on our estates and online (social networking sites, our Live Help chat tool and other online communication). Online comments about the Association, individual staff members or committee members, which are shared publicly or in a forum or a way that means they are not private, count as engagement even when they are not shared directly with ELHA.

## **3.0 Supporting Positive Engagement**

3.1 We support positive engagement. We will let people know how to engage positively with us by providing information about how to access our services and request adjustments, and by explaining clearly what we need from them so that we can provide the best possible service.

3.2 Supporting positive engagement includes supporting people to express concerns about how we deliver our services in a constructive manner and by ensuring we:

- Apply our Complaints Handling Procedure fairly and openly when individual concerns are raised
- Provide information to help ensure concerns can be made about our service publicly without putting our staff, committee members, contractors or agents at risk

## **4.0 Providing Additional Support**

4.1 We understand that some people who come to us may have experience of trauma or have specific needs and requirements. We will ensure our staff have appropriate training to identify where additional support may be needed and are supported to treat our users with respect.

4.2 We will seek to diffuse and de-escalate situations. We regularly signpost to organisations who can provide independent advice and support. We have a Tenancy Sustainment Policy which provides guidance on our approach to vulnerability.

**5.0 Making Reasonable Adjustments to our Service**

5.1 We are committed to ensuring that all people have an equal opportunity to access our services. We do this by considering accessibility when designing the way we provide our services. We try to anticipate our customer’s requirements and encourage users to tell us if we need to adjust the way we deliver services for them. If we decide we need to manage engagement with an individual, we will consider whether they have accessibility needs that we should take into account when doing so.

5.2 Where an adjustment has been identified, we will record this so that all our customer staff have access to this information and can respond appropriately.

**6.2.0 Links to Relevant Legislation, Policies and Procedures**

6.2.1 Our ~~Unacceptable Behaviour~~Customer Relations- Policy is framed within the context of and complies with relevant legislation, and internal policies and procedures which include:

- The Equality~~ies~~ Act ~~(2010)~~
- The Human Rights Act ~~(1998)~~
- Anti-social ~~B~~behaviour Policy and Procedure
- Complaints Policy and Procedure
- Communication Strategy
- Customer Care Policy and Procedure
- Dignity at Work Policy
- Equality & Diversity Strategy & Policy
- Health & Safety at Work Policy
- Lone Working and Personal Safety Policy and Procedure
- Stress Policy
- Tenant Participation Strategy
- Tenancy Sustainment Policy

6.2 We will also comply with the requirements of the Scottish Housing Regulator’s Social Housing Charter, and in particular, the following outcomes:

<u>Equalities</u>	<u>Social landlords perform all aspects of their housing services so that:</u>  <u>They support the right to adequate housing, and</u>
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	<u>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</u>
<u>Communication</u>	<u>Tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides</u>

## 7.0 Our Approach to ~~Managing Unacceptable Behaviour~~Engagement

7.4.1 While we will work to support positive engagement, ~~There are a few situations that we need to respond to or manage because of the negative impact on the wellbeing of our staff, committee members, contractors and agents, and our ability to provide services. How we manage this will depend on the type of engagement and the needs of both parties. We do not need to actively respond or manage any form of engagement simply because it is different or unusual.~~

~~relatively few customers whose actions we consider unacceptable. How we aim to manage these actions depends on their nature and extentIf it adversely affects our ability to do our work and provide a service to others we may need to restrict a customer's contact with our office in order to manage the unacceptable behaviour.~~

7.2 We will, wherever possible, try to restore a relationship that has been negatively impacted to ensure that we can communicate as normal. However, we recognise that there may be a need to act if a situation becomes unacceptably challenging and results in unreasonable demands on our office or unreasonable behaviour towards our staff, committee members, contractors and agents.

7.3 If we do need to manage engagement, we will always ensure our responses are proportionate and necessary to the behaviour and the impact on the Association, our staff, committee members, contractors or agents, and we will use the least restrictive method available, taking full account of our obligations under the Equality Act 2010.

7.4 We will, wherever possible, clearly explain the reason for any specific decision to the person affected and/or keep a separate documented record if that is not possible or appropriate.

7.5.4.2 ~~Where restorative approaches are not possible or appropriate, or have been tried and failed, The action we may take further action when a customer's behaviour is~~ having a negative impact ~~deemed to be unacceptable are~~ as follows:

### 7.5.1 Restricting Customer Contact

Behaviour that is abusive to staff or which contains unsubstantiated allegations will be dealt with by informing the customer in writing why we consider their behaviour unacceptable. We will ask them to stop behaving in this way and advise that we will not respond to future abusive correspondence. If this behaviour continues, we may apply any of the restrictions listed below:

- Only take calls from the customer during specified times and days
- Arrange for a specific member of staff to deal with calls or correspondence from the customer
- Require the customer to make an appointment to see a named member of staff before visiting the office
- Restrict email contact; ~~which is immediate and easily abused~~
- Require the customer to communicate in writing or through a third party
- ~~Withdraw~~ Refuse the offer of -home visits
- Only allow staff to visit in pairs
- Take other action that we consider appropriate

We aim to restrict contact in a way that allows the customer to continue receiving a service from us and continue to progress through any process they are currently involved in. We ~~will~~ aim to maintain at least one form of contact except in extreme situations where we will require all contact to be through a third party.

### 7.5.2 Limiting Further Communication on an Issue

We may advise the customer that we consider the issue(s) fully responded to and that continued correspondence on the issue(s) would serve no useful purpose. In these circumstances, future correspondence relating to the issue(s) will be noted and filed but will not be acknowledged or responded to unless it contains new, significant information ~~which we consider~~ requires an action or a response. We may advise the customer that we can only consider a certain number of issues within a given time period and ask them to limit or focus their request accordingly.

### 7.5.3 Aggressive or Abusive Phone calls

We will end telephone calls if the caller is considered aggressive, abusive or offensive. All staff have the right to make this decision, they must tell the caller that the behaviour or language is unacceptable and end the call if the behaviour does not stop.

If a staff member has terminated a phone call, they will write to the customer concerned immediately, explaining why they took the action they did and further action that may be taken if the behaviour is repeated.

~~We may record telephone calls from customers with a history of aggression or abuse.~~

We may block the telephone number of customers who are repeatedly aggressive

or abusive to staff and restrict customer contact as noted above.

#### **7.5.4 Threat or Use of Violence, Verbal Abuse or Harassment**

There are some situations that we are not able to accept, and we will always act. We have **zero tolerance** of threats, violent and abusive behaviour towards our staff, committee members, contractors and agents working on our behalf. This is to ensure their own safety and wellbeing and also protects the office staff and others.

Staff, and anyone working on our behalf, who directly experiences aggressive or abusive behaviour from a customer have the authority to deal with that behaviour immediately in a manner they consider appropriate to the situation and in line with this policy.

All incidents where physical violence is used or threatened will be reported to the police. Verbal abuse or harassment may also be reported to the police if it is sufficient to cause fear and alarm to a member of staff and anyone working on our behalf.

The threat or use of physical violence, verbal abuse or harassment towards staff or anyone working on our behalf, is likely to also result in restricted contact as noted above and may lead to action to end the tenancy.

#### **7.5.5 Written or Email Correspondence**

If we receive violent or abusive correspondence, the sender will be informed this is unacceptable. We will not respond directly to the information within in it.

The decision that correspondence is unacceptable will be made by a manager to ensure consistency. Where this behaviour is repeated despite warnings, or an individual instance is regarded as extremely abusive, we may need to take steps to restrict methods of contact with the Association.

#### **7.5.6 Online, Web and Social Media**

This is a fast-moving and changing area; nevertheless, the principles outlined in this policy will still apply. We will follow best practice advice available at the time of any incident and will note and record the reasons for our decisions. Actions made include:

- Blocking accounts or using other technical options available in Facebook or other social media used by the Association to minimise exposure
- Using the relevant social media platform's own reporting mechanisms to seek to have the content removed
- Limiting contact with the individual through other channels to reduce risk to staff – this could include ensuring the person is not provided with contact details
- Direct threats on social media should be dealt with like any physical threat (see

7.5.4 above)

## **8.0 Reporting and Recording ~~Unacceptable Behaviour~~**

8.5.1 –All staff are encouraged to report any incidents of unacceptable behaviour to their Manager. A written record of exactly what happened together with a recommendation of the action to be taken should be passed by the Manager to the Housing Manager for discussion and agreement of the appropriate course of action. This report will be filed in the tenancy file.

8.2 A Manager may telephone the customer to explain what actions we consider unacceptable and why, ask them to amend their behaviour, and explain what actions we will take if they do not. Where we have to take action, we will tell the customer in writing what action we are taking and why.

8.3 We may offer to meet the customer to discuss their ~~unacceptable actions~~ behaviour and agree a way forward. It may be appropriate in some cases to engage external experts, such as independent mediators, to assist us in resolving a situation.

8.5.4 Details of any restrictions placed on our contact with the customer will be recorded in a register and, where appropriate, the tenant file and flagged on ~~SDM~~ our housing management system so that all staff are aware of ~~ff~~ the restriction (but not necessarily the reason).

8.5.5 Unless we believe that it may exacerbate the situation, we will tell customers in writing why a decision has been made to restrict future contact, the restricted contact arrangements and the length of time that the restriction will be in place.

8.5.6 ~~We will carry out an annual review of all cases to~~ The Register will be reviewed regularly to ensure that restrictions are removed after the appropriate length of time.

## **9.0 Right to Appeal**

9.6.1 —A customer has the right to appeal against a decision to restrict contact. The customer will be advised in writing about this right and the contact details of the Chief Executive to whom their appeal should be addressed within 14 days of being informed of our decision to restrict contact. The Chief Executive will advise the customer in writing that either the restricted contact arrangements will remain in force or a different course of action has been agreed.

9.6.2 —At this stage we will advise the customer of their right to contact the Scottish Public Services Ombudsman (SPSO) or other relevant independent organisation



if they ~~disagree with~~ believe our decision to restrict contact ~~is unjust~~.

## **10.0 Policy Review**

### **7.110.1**

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The Director of Housing will ensure that this policy is reviewed at least every five years and that any amendments required are submitted to the Management Committee for approval.

Appendix 1

Categories of Behaviour

We consider that there are five main categories of behaviour that we may need to manage. These are:

1. Unreasonable Behaviour:

Customers in some instances pursue requests for information or make complaints that are unreasonable.

Examples of this type of behaviour include:

- Refusing to specify the details of a complaint, despite offers of assistance
- Changing the basis of a complaint/request as the matter proceeds
- Denying or changing statements made at an earlier stage
- Making unjustified complaints about staff who are trying to deal with an issue and/or requesting to have them replaced
- Recording meetings and conversations covertly or without explicit consent
- Submitting falsified documents from themselves or others
- Refusing to accept a decision; repeatedly arguing points with no new evidence
- Persistently seeking an outcome which we have already explained is unrealistic for policy, legal or other valid reasons

2. Aggressive or Abusive Behaviour

This type of behaviour includes physical, verbal or written behaviour which may cause staff to suffer harm, or to feel afraid, intimidated, threatened or abused.

Examples of this type of behaviour include:

- Physical violence against a person
- Physical violence against objects such as kicking, defacing or destroying property
- Threats
- Personal verbal abuse
- Derogatory or insulting remarks
- Persistent shouting
- Persistent swearing
- Unwelcome or rude gestures
- Statements intended to or likely to cause offence
- Unsubstantiated allegations
- Sexist, racist, homophobic or any other discriminatory comments/abuse

### 3. Unreasonable Demands

Customers may make what can be considered as unreasonable demands on our staff through the amount of information they seek, the scale of the service they expect or the number of approaches or complaints that they make regarding the same issue. We consider demands to be unreasonable when they impact substantially on the work of staff, for example by taking up an excessive amount of time which is disproportionate to the issue. This is likely to disadvantage other customers as it can impact on the service that can be provided to them.

Examples of this type of behaviour include:

- Demanding responses within an unreasonable timescale
- Insisting on meeting with or speaking only to a particular member of staff
- Making persistent phone calls or persistently contacting us by other means
- Repeatedly changing the substance of a complaint or raising unrelated issues

### 4. Unreasonable Persistence

We recognise that some customers will not or cannot accept that we are unable to assist them further or provide a level of service other than that provided already. Customers may persist in disagreeing with the action or decision taken in relation to their concern or contact our office persistently about the same issue.

We consider the actions of persistent customers to be unacceptable when they take up a disproportionate amount of time and resources. Customers who feel frustrated when they believe that they are not receiving appropriate satisfaction from us can pursue a complaint, ultimately to the Scottish Public Services Ombudsman.

Examples of this type of behaviour include:

- Persistent refusal to accept a decision made in relation to a complaint
- Refusal to accept explanations relating to what can and what cannot be done
- Continuing to pursue a complaint without presenting any new information, although this does not preclude customers from pursuing a complaint through our complaints process
- Unwillingness to accept the terms of a tenancy agreement or title conditions where these terms are clear and unambiguous

### 5. Vexatious Behaviour:

We consider vexatious behaviour to be when customers complain to cause unnecessary aggravation, frustration or inconvenience rather than to resolve a genuine issue. Their complaint may be based on fictitious events or extreme exaggerations of very minor service issues.

Examples of this type of behaviour include:

- Where the requester states the request is actually meant to cause significant inconvenience, disruption or annoyance
- Requests for information the customer has already seen or demonstrates a clear intention to reopen issues that have already been considered
- Customers who have developed an opportunity to complain by their own actions, or lack of actions, creating or making a situation worse, and then complaining about it

# Treasury Management Policy Amendment

## Report by Gary Alison, Director of Finance & Corporate Services – for Approval

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### 1.0 Introduction

The Treasury Management Policy has a five-year review period, with an annual review undertaken by the Director of Finance & Corporate Services. The Group's Treasury Management advisors (ATFS) assist with this review. This recent review was reported to the Management Committee at its meeting on 21 March 2024.

The Treasury Management Strategy was presented to the Management Committee at its meeting on the 21 March 2024. It noted that the Director of Finance & Corporate Services and ATFS were reviewing the definition around the "near" liquid funds requirements.

Currently, the target minimum liquid funds are £500k for ELHA and £50k for R3. These levels are reasonable, and no changes are proposed.

However, the target for "near" liquid funds in the policy is 20% of the annual net rent and service charge income. This can mean excess cash being held and/or additional facilities being put in place to meet this requirement.

In part, this is being driven by the Nationwide's current ratio covenant of 1:1 (meaning current assets must equal current liabilities). This is an old covenant that remains in place from when the Dunfermline Building Society agreed these loans. It is not uncommon for RSLs to have a ratio below this, given how liabilities are accounted for. For ELHA to ensure it meets this covenant, the only way the current assets position can be controlled, is to increase cash in the bank.

ATFS were speaking to Nationwide to consider if they would remove this. Nationwide, have confirmed that, on the basis that compliance with other obligations is met under the loan agreement, they do not require any evidence that compliance with the current ratio covenant is being met. Nationwide do however reserve the right to change this position. Based on this, revised wording around "near" liquid funds definition is being proposed.

As this is an amendment to the policy rather than a full review, only a **Policy Document Extract** is included, showing the proposed changes.

### 2.0 Amendments

The proposed wording around "near" liquid funds is to change it from;

"A minimum of 20% of the annual net rent and service charge income", to;

"A minimum of the forecast net cash outflow for the next two calendar quarters".

Near liquid funds will still be made up of:

- Cash held as liquid funds
- Cash on instant access deposit with institutions other than its principal bankers
- Undrawn committed borrowing facilities where security has been put in place to the lender's satisfaction and which are available to be drawn within a maximum of seven days
- Undrawn committed borrowing facilities where security is available and not otherwise committed and can be charged to the satisfaction of the funder within one month.

ATFS have advised that the near liquid funds definition does vary within the sector. However, they have seen this definition used and were happy to support its use for ELHA's policy.

In addition, the following narrative is being proposed:

"Undrawn and adequately secured loan facility headroom must not fall below six months of contracted net development expenditure."

### **3.0 Impact on Finances**

Based on the 2024/25 budget, near liquid funds of £1.72m had to be in place to meet the 20% of annual net rent and service income requirement. The difference this revised wording on near liquid funds provides is that, depending on the development programme activity, the near liquid funds balance does not need to be at this level. For example, if development were to cease, net cash outflows for the next two calendar quarters, would mean that ELHA would only need to have a minimum liquidity requirement of £500k. This will save costs in having to have facilities in place to meet the previous near liquids funds requirements.

The narrative around having available secured facilities worth of six months contracted development expenditure is to ensure there are funds available for the development programme. As per the forecast development cashflow for 2024/25, this does not present an issue until ELHA is in contract for the Bayswell Road project, but this can be resolved by securing the remainder of the Bank of Scotland facility, whilst Grant funding covers the first period of this project.

**3.0 Previous Reports to the Management Committee**

Previous reports relevant to this topic are as follows:

<b>Report</b>	<b>Agenda Item</b>	<b>Date</b>
ELHA Budget and Rent Review 2024/25	3.1	22 February 2024
Treasury Strategy	3.2	21 March 2024
Treasury Management Policy	4.2	21 March 2024

**Recommendation**

The Management Committee is asked to approve the revised Treasury Management Policy.

# Insurance Policy Review

## Report by Gary Alison, Director of Finance & Corporate Services – for Approval

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### 1.0 Introduction

The Insurance Policy sets out the arrangements for procuring and maintaining insurance cover for ELHA and R3.

This Policy was last reviewed in March 2021, and was not due to be reviewed until March 2026. However, as part of the insurance renewal process for 2024/25, the Director of Finance & Corporate Services reviewed this policy and is recommending a series of changes, as noted in Section 2.0.

The revised **Policy Document** is attached to this report.

### 2.0 Summary of Proposed Changes

The key changes proposed to the policy are as follows (given the number of changes, a clean copy of the revised policy is attached to this report):

Section	Proposed Changes
1	<p>Wording at Sections 1.1 to 1.3 revised.</p> <p>Narrative included at 1.4 around reporting of the summary of insurance annually to Management Committee.</p> <p>Narrative included at 1.5 to ensure all those involved with ELHA and R3 know it is their responsibility for reporting incidents and potential claims immediately.</p>
2	<p>Updated 2.1 to include areas currently insured.</p> <p>Narrative included at 2.2 to note the Director of Finance &amp; Corporate Services and broker will agree annually the level of cover and excess on each policy.</p> <p>Narrative included at 2.3 that ELHA cannot insure Tenants contents as it is not an insurable interest of ELHA.</p> <p>Narrative added to 2.4 to include the importance of notifying insurers of changes to any business activities or circumstances, not just an increase in properties.</p> <p>Narrative removed from the policy around arranging cover for greater than one year and reviewing this annually, as most major policies will be on a long term agreement and non-adjustable. Where they are not, the broker will review these to maintain the best terms.</p>



Section	Proposed Changes
3	New section included to cover off how ELHA will procure insurance services/cover.
4	Part of Section 2 in previous policy.  Sections 4.2 to 4.4 are updates from previous policy to change the narrative to ensure that for any planned changes in activities, the insurance implications of this are considered at this early stage.
5	New section included for staff to refer to the procedure document for making a claim.
6	New section included for staff to refer to the Finance Manager for any insurance queries. This ensures the Finance Manager is the main point of contact between insurers and ELHA.
7	New section included to ensure ELHA meets its legal obligations around displaying an Employer's Liability Certificate.
8	New section included to ensure the Motor Insurance Database is kept up to date following any changes to vehicles.
9	New section included to set out what ELHA will insure for Shared and Factored owners, and how this will be charged to them.
10	New section included around how ELHA will deal with third party claims that will be settled.  It gives delegated authority to Senior Management Team to settle a liability claim up to £100k (note, that this is amount the insurers will pay, ELHA will only pay any excess due).
11	Previous policy Section 3.  Narrative changed at 11.1 from saying "Director of Finance will monitor the use of the insurance cover" to "Director of Finance & Corporate Services will monitor the levels of insurance cover to ensure the cover is appropriate".  Narrative included at 11.2 to refer to review meetings held with Broker.

### Recommendation

The Management Committee is asked to approve the revised Insurance Policy.

**ELHA POLICY**

<b>Date Issued</b>	February 1998
<b>Last Review Date</b>	April 2024
<b>Department</b>	Corporate
<b>Title</b>	<b>Insurances</b>
<b>Objective</b>	To describe the arrangements for procuring and maintaining insurance cover.
<b>Responsible</b>	<b>Director of Finance and Corporate Services</b>
<b>Next Review Date</b>	April 2029

**1.0 POLICY STATEMENT**

- 1.1 In accordance with ELHA's Risk Management Strategy, we will ensure that we have appropriate levels of insurance cover to meet insurable risks arising from our activities, including those of our wholly owned subsidiary, R3 Repairs Ltd.
- 1.2 The Director of Finance & Corporate Services will review the levels of cover annually in consultation with our appointed professional advisers/brokers.
- 1.3 Insurance cover will be procured in accordance with The Public Contracts (Scotland) Regulations 2015, as amended and ELHA's internal Procurement Policy.
- 1.4 The Director of Finance & Corporate Services will submit a report to the Management Committee with a summary of insurances on an annual basis. This will cover a comparison of premiums paid to the previous year, as well as highlighting key limits and categories of cover and general comments on claims performance and insurance market conditions.
- 1.5 Any actual or potential insurance claims must be reported to our insurers immediately, and well within the reportable deadlines set under the terms of each policy. Responsibilities for reporting incidents and potential claims are described in the Insurance procedure document.

**2.0 INSURANCE COVER**

- 2.1 We will arrange insurance cover, as appropriate, for ELHA and R3 activities, including (but not limited) to:

- Material damage to housing stock, including ELHA's contents
- Property owner's liability
- Buildings cover for shared owners and factored properties
- Loss of rent/cost of alternative accommodation as a result of damage arising from an insured peril
- Material damage to office premises and contents, and interruption of business
- Public Liability
- Employer's Liability – this is a statutory requirement
- Personal accident arising from work – committee and employees covered for death, temporary total disablement and temporary partial disablement
- Crime, including Fidelity Guarantee
- Loss of money (i.e. theft)
- Computers - physical loss or damage to ELHA's systems and data, erasure of data
- Cyber Liability Insurance – Including third-party claims arising from inadvertent disclosure of sensitive data, cyber-crime, ransomware
- Terrorism Cover
- Professional Indemnity Insurance
- Motor Vehicles – (statutory cover required in accordance with for Road Traffic Act)
- Legal Expenses – to cover the costs of potential litigation against:
  - Property and landlord and tenant disputes
  - Employment disputes and Employment Compensation awards
  - Criminal defence
  - Tax protection
  - Regulatory compliance - Data protection defence/compensation and Statutory Licence
  - Contract disputes

- Directors and Officers Liability, including Entity Defence cover
  - Engineering equipment statutory inspections and insurance
  - Plant Hire
- 2.2 The level of cover and excess on each policy will be agreed between the Director of Finance and Corporate Services and our insurance broker at an annual review meeting.
- 2.3 House contents insurance for tenants' homes is the responsibility of the tenant. ELHA will work with tenants to encourage them to ensure that they maintain adequate insurance to cover any loss of personal contents.
- 2.4 It is ELHA's responsibility to notify insurers of material changes that would affect the level of cover, such as an increase in the number of properties because of new developments or transfers, or material changes to its business activities or circumstances.

### **3.0 PROCUREMENT**

- 3.1 As stated in the Policy Statement above, Insurance cover will be procured in accordance with The Public Contracts (Scotland) Regulations 2015 as amended and ELHA's internal Procurement Policy. Bids will be sought on the basis of the most economically advantageous tender (MEAT).
- 3.2 Insurance contracts are normally procured on the basis of a three-year contract with an option to extend for up to a further two-years, subject to performance of the contractor and market conditions at that time.
- 3.3 Bids are invited from brokers and direct providers who are suitably qualified and experienced in providing insurance and support services in the social housing sector.
- 3.4 Due to the specialist nature of insurance procurement, ELHA will consider engaging support from a specialist consultant to assist in the Tender management process.

### **4.0 MATERIAL CHANGES TO POLICIES**

- 4.1 The Director of Finance and Corporate Services will be responsible for ensuring that appropriate internal procedures are in place for material changes to policy terms or cover to be highlighted to staff.
- 4.2 It is essential to keep advisers/ brokers informed of any pending changes which might affect their risk profile of ELHA and R3, and seek their advice on the implications of these on policy cover. Such changes would be regarded as material facts and needs specialist advice.

- 4.3 Departmental Managers must ensure that when considering any planned changes in activities within their departments they consider the insurance implications of this.
- 4.4 Department Managers must give prompt notification to the Director of Finance and Corporate Services of any potential changes in activities which may require insurance and any alterations affecting existing risks.
- 4.5 The Director of Finance and Corporate Services will have delegated authority to arrange further cover as necessary and will report any such new arrangements to the next meeting of the Management Committee.

## **5.0 MAKING A CLAIM**

- 5.1 Details on how to make a claim are included in the Insurance procedure.

## **6.0 INSURANCE QUERIES**

- 6.1 All insurance queries should be directed to the Finance Manager, who will liaise with our broker/insurer about the query.

## **7.0 ACCESS TO INSURANCE CERTIFICATES**

- 7.1 By law we are required to ensure our employer's liability certificate is accessible. This must be made available and displayed in a place where all our staff have easy access to this.

## **8.0 MOTOR INSURANCE DATABASE**

- 8.1 The Motor Insurance Database (MID) must be kept up to date with the registrations of all the vehicles we use. Any time we take receipt or dispose of any vehicles the MID should be updated to reflect this. It is the Manager responsible for the fleet whose responsibility it is to keep the MID up to date. This will be the R3 Service Manager and the Care & Repair Manager.

## **9.0 SHARED OWNERS & FACTORED OWNERS**

- 9.1 We fully insure the structure of all our developments, which includes our Shared Ownership properties. We also include some Factored Owners in the following developments where we have a common interest:
- Hardgate Court, Haddington
  - Rosehall Walk, Haddington

- Quality Street, North Berwick
- Crown Court, Tranent

9.2 We will pass on the costs of the insurance to both Sharing Owners and Factored Owners. The cost attributable to each Sharing / Factored Owner will be calculated based on the total premium payable divided by the number of owned properties. A management fee will also be charged to Shared & Factored Owners to cover administration costs. The amount will be in line with the Authorisations and Standard Charges and Allowances Policy.

## **10.0 INSURANCE SETTLEMENTS**

10.1 Where a third party claim has been made against ELHA or R3 that requires a settlement between our insurers and claimant, the Senior Management Team will have the delegated authority from the Management Committee to agree with the insurers if we should settle on this claim or proceed to court.

10.2 The maximum amount the Senior Management Team are authorised to settle on a liability claim is £100k, which is in line with the limits to authorise payments without an invoice in the Authorisations and Standard Charges and Allowances Policy. All other settlements will need to be referred to the Chair for approval. This limit refers to the total claim cost.

10.3 The decision to settle a claim or defend by litigation will be based on a cost benefit analysis carried out by Senior Management Team, in consultation with our Brokers/Advisers, along with a review of reputational risk and the rationale for the decision will be recorded at the next Management Committee meeting under items for noting.

10.4 Once it is agreed to settle or take a case to court the CEO will notify the regulator of the matter and keep them updated throughout the process.

10.5 It is essential that lessons learnt as a result of a loss are considered and incorporated into the Risk Management Strategy along with any recommended risk control measures

## **11.0 MONITORING AND REVIEW**

11.1 The Director of Finance and Corporate Services will monitor the levels of insurance cover to ensure the cover is appropriate, and will report to the Chief Executive and to the Management Committee as required, on any matters requiring decision.

11.2 Quarterly review meetings will be held between the Director of Finance & Corporate Services, the Finance Manager, and the insurance broker/adviser to discuss contract performance and any outstanding claims.

- 11.3 The Director of Finance & Corporate Services will review the range and level of insurance cover prior to each anniversary of the agreement, and will report with any recommendations for change to the next meeting of the Management Committee.
- 11.4 The Director of Finance & Corporate Services will ensure that this policy is reviewed at least every five years and that any amendments required are submitted to the Management Committee for approval.

# Contract Management Policy

## Report by Charlie Cooley, Director of R3 & Asset Management – for approval

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### 1.0 Introduction

Following an internal review of the Procurement Policy, an action was identified to develop a Contract Management Policy. This has been created along with supporting procedures.

### 2.0 Summary of Policy

The policy has been created to describe the guidelines and policy for the efficient and effective management of contracts within ELHA. Key sections include:

Section 3	<p>Sets out roles and responsibilities:</p> <ul style="list-style-type: none"> <li>• Responsible Owner</li> <li>• Contract Administrator</li> </ul> <p>Types of Contracts:</p> <ul style="list-style-type: none"> <li>• Supplier of Goods</li> <li>• Service Providers</li> <li>• Contractors</li> <li>• Consultants</li> </ul>
Section 4	Sets out Performance Monitoring Requirements that must be set out at the procurement of the works
Section 5	Sets out the need for regular contract meetings. Category of the contract determines the frequency of the contractual meetings
Section 6 & 7	Sets our performance reporting and underperformance
Section 8	Sets out Health & Safety requirements and reporting for contractors

### Recommendation

The Management Committee is asked to approve the Contract Management Policy.



**ELHA POLICY**

<b>Date Issued</b>	May 2024
<b>Last Reviewed</b>	n/a
<b>Department</b>	SMT
<b>Title</b>	<b>Contract Management Policy</b>
<b>Objective</b>	To describe the guidelines and policy for the efficient and effective management of contracts
<b>Responsible</b>	Director of R3 & Asset Management and Director of Finance & Corporate Services
<b>Next Review Date</b>	May 2029

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**1.0 Purpose of this Policy**

- 1.1. The purpose of this policy is to set out how we will manage contracts effectively. This will involve monitoring service provider, consultant and contractor performance on an ongoing basis to manage risks effectively, providing value for money and provide the best possible service to our tenants.
- 1.2. As R3 Repairs Ltd (R3) are a key contractor for ELHA, this policy is only applicable to ELHA as R3 will manage their suppliers and subcontractors in differing ways to meet their business needs.

**2.0 Associated Policies and Procedures**

- 2.1. This Policy must be considered alongside the Contract Management and Performance Monitoring Procedure. The following policy and procedure documents should also be considered:
  - Procurement and Value for Money Policy
  - Risk Management Framework
  - Maintenance Policy
  - Authorisations and Standing Charge Policy
  - Treasury Management Policy
  - Empty Homes Management Policy

- Customer Care Policy
- Comments and Complaints Policy
- Procurement Policy
- Anti-Bribery and Corruption Policy
- Asbestos Management Policy
- Property Maintenance – Legal Obligations Policy
- Mutual Repairs Policy
- Asset Management Strategy

### **3.0 Contract Management**

#### **Roles and Responsibilities**

- 3.1. This policy applies to all employees involved in the creation, negotiation, execution, and management of contracts.
- 3.2. The person identified as the responsible owner (as noted in the supplier spend analysis monthly report) is responsible for overseeing the lifecycle of the contract, ensuring compliance, and managing any contract-related issues.
- 3.3. The Contract Administrator is the person responsible for contract administration, including tracking, reporting and communication with involved parties.
- 3.4. Our Procurement & Value for Money Policy and Procedure must be followed to procure works.
- 3.5. All contracts and Service Level Agreements (SLA's) must be reviewed, approved, and signed by authorised personnel based on the Authorisations and Standing Charge Policy. Consideration should be given to the inclusion of Data Sharing Agreements, and use / understanding of Equality & Diversity Policy and Complaints Policy.
- 3.6. A record of contract (and service level agreements) signatures and approvals should be saved in

<J:\Corporate\Key Information\Contracts, Licenses and Agreements>

#### **Types of Contracts**

- 3.7. We will enter into contracts with suppliers to provide goods, services or works.

3.8. The various types of suppliers are defined below, and we will manage each differently depending on what category they fall into.

- Supplier of Goods – items that are required for a task or make up part or the whole of the materials needed for a job
- Service Providers – A person or company that undertakes a contract to provide services relating to the management and delivery of our business
- Contractors - Person or company that undertakes a contract to provide materials and/or labour to perform works on our assets
- Consultants – Person or company that provides expert advice professionally in a specific field or discipline

#### **4.0 Performance Monitoring**

4.1. As part of the management of any contractor or consultant, Key Performance Indicators (KPIs) must be established during the procurement of the works. To ensure a level of consistency a standard set of KPI's has been developed (see the Contract Management Procedure). These KPIs can be adjusted to suit the performance needs of the contract.

4.2. To assist with contract performance of contractors, the Contract Management Procedure contains a performance monitoring document. This provides proposals on KPI's and RAG (Red, Amber, or Green) rates the contractor's performance. This should be utilised by the contract administrator.

#### **5.0 Contract Meetings**

5.1. The Contract Administrator is responsible for ensuring regular contract review meetings are held. The Category of the contract determines the frequency of the contractual meetings. This is defined in the contract management procedure.

- Contracts <£5k - n/a
- Contracts £5k-£25k – Quarterly
- Contracts £25k > – Monthly

5.2. At the beginning of the contract, the employee administering the contract should agree the frequency for contract meetings.

5.3. The Contract Management Procedure sets out the agenda which must be used for all contract meetings where applicable.

- 5.4. Contractors may engage with subcontractors to carry out parts of the works required, generally more specialised or specific tasks, such as scaffolding, renewables or the supply of specific goods. We should be made aware of all “Sub-letting” by Contractors and Suppliers. Sub-contractors used will be assessed on the criteria set out in the Contract Management Procedure. All works must be recorded within this document, which will be reviewed by the Property Officers and Asset Manager on a quarterly basis to ensure the quality of work provided is to the required level.

## **6.0 Performance Reporting**

- 6.1. The Manager must provide a monthly update to the relevant Director in relation to the performance of that department’s contractors. This will include those contractors which fall within the Amber and Red ratings and the action plans to rectify the issues.
- 6.2. At the end of each contract, the Responsible Owner will write a report detailing the overall performance of the contract.
- 6.3. The Asset Manager will provide a quarterly update to the Audit & Assurance Committee on external contractor performance.

## **7.0 Underperformance**

- 7.1. The expected level of performance should be identified, established and indicated in the KPI’s for the contract. More complex contracts may have specific requirements, these should be outlined as early as possible and agreed as part of the pre-start meeting.
- 7.2. The RAG system shown in the performance monitoring document identify if a contractor or consultant is underperforming in certain areas as per the KPI’s. The escalation process for managing poor performance will need to be established and shared with the contractor or consultant, although this may already be predetermined by the contract that is in place as well as the dispute resolution process.

## **8.0 Health & Safety**

- 8.1. The Contractor (Person or company that undertakes a contract to provide labour to perform works on our assets), will be required to provide a monthly report to us (either at contractual meetings or electronically as agreed pre-contract). This must include details of any reportable accidents, incidents and near misses, any lost time, number of days lost due to accidents and a copy of any contractor H&S inspections undertaken.

- 8.2. The Departmental Manager will arrange for H&S monitoring of works to be undertaken by the employee administering the contract to assess whether H&S Procedures, Risk Assessment and Method Statements (RAMS) are being followed. The frequency of this will be set based upon the scope (including likely risk profile) and duration of the works. Risk profiles will be assessed as:
- High – significant potential risk (possible fatality or life changing injury; potential for long term serious health conditions to arise from work activities e.g. asbestos removal, substantial generation of silica dust etc) to customers, members of the public and/or contractor operatives given the scope of work
  - Moderate – limited potential risk (possible non-life changing but significant injury; potential for short term (acute) health conditions to arise from work activities), to customers, members of the public and/or contractor operatives given the scope of work
  - Low – low potential risk (possible minor/first aid injury), to customers, members of the public and/or contractor operatives given the scope of work.
- 8.3. Any non-compliance with RAMS will be categorised as minor (no imminent risk of serious personal injury) or major (imminent risk of serious personal injury). In the latter case the employee administering the contract or the employee that identifies the issues on site will stop work until a suitable remedy is agreed.
- 8.4. Failure to meet Health and Safety KPIs for three consecutive months, with no improvement shown, would result in the possible termination of the contract. The contractor must be made aware of a KPI failure immediately.

## **9.0 Policy Review**

- 9.1. The Director of R3 & Asset Management and the Director of Finance & Corporate Services will review this policy every five years (or sooner if required), with any amendments required being submitted to the Management Committee for approval.

# Risk Management Framework

## Report by Martin Pollhammer, Chief Executive – for Approval

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### 1.0 Introduction

The Management Committee reviewed the existing Risk Management Strategy in March 2023, and agreed that a fundamental review of the Association's approach to Risk Management was required.

Given that the current software used to record and manage risks is no longer supported, this developed into a wider exercise, linked to the Governance Review (see **Agenda Item 2.3**). Through this, appropriate software has been identified that would support the identification and management of risks as set out in this paper.

### 2.0 Risk Management Framework

The proposed Risk Management Framework is attached to this report. If the recommendation at **Agenda Item 2.3** to purchase the Decision Time software are agreed, the Framework can be adopted from September 2024.

The reporting requirements set out within the Framework will be considered as part of the ongoing Governance Review, and full reporting will be in place once the new governance arrangements are agreed and implemented.

#### Recommendation

The Management Committee is asked to approve the Risk Management Framework.

# **Risk Management Framework**

**September 2024**

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## 1.0 Introduction

- 1.1 Operating a substantial business like the ELHA Group inevitably results in some exposure to risk. Our Risk Management Framework is therefore designed to manage and mitigate that exposure; to see the early warning signs of emerging risks and to have sufficient flexibility within the business and financial plans to make appropriate adjustments to manage those risks, should this become necessary.
- 1.2 Risk is the exposure to something happening, that will adversely affect our ability to meet our corporate objectives and deliver our plans successfully. Businesses can thrive by taking managed risks but can falter when risk is not managed effectively.
- 1.3 Risk is defined by the Group as: The threat that an event or action will occur which would adversely affect our ability to meet our business objectives, including the maintenance of our financial strength, our governance, our ability to continue to deliver safe, quality services to our tenants and other service users, and the retention of our positive public image.
- 1.4 This framework sets out our strategy for dealing with risk appetite, explains how risk is managed across the Group and defines the processes to test the Group's resilience to risk. The framework applies to all parts of the Group, including R3.

## 2.0 Regulation – Scottish Housing Regulator (SHR)

- 2.1 As a Registered Social Landlord (RSL), the Group must comply with the SHR's Governance Standards.
- 2.2 Standard 3.3 requires RSLs to have robust business planning and control frameworks and effective systems to monitor and accurately report delivery of its plans. Risks to the delivery of financial plans should be identified and managed effectively. The RSL should consider sufficiently the financial implications of risks to the delivery of plans.

## 3.0 The Risk Management Framework

- 3.1 The Group's Risk Management Framework consists of:
  - **Risk Appetite Statement** – This sets out the Management Committee's appetite to risk across the Group's activities and sets 'Golden Rules' which ensure that key risks are monitored and managed effectively
  - **Corporate Risk Register** – This is a register of our key strategic risks with risk scores, controls and assurance on how these risks are managed
  - **Operational Risk Register** – This is a register of our key day to day risks with risk scores, controls and assurance on how these risks are managed

- **Business Planning Process** – This is prepared based on latest operational budgets and assumptions of future economic conditions and operational changes (our Business Plan is prepared within the Golden Rules’ parameters set out in the Risk Appetite Statement)
- **Stress Testing Register** – This sets out the stress tests and sensitivity analysis carried out on the Business Plan to test against changes to underlying assumptions (this is developed from the Corporate and Operational Risk Registers and considers any relevant information published by the Scottish Housing Regulator, it also includes an assessment of operational, sector and economic risks)
- Other risk management activities including Internal and External Audit, Business Continuity Planning, insurance policies, maintaining an asset and liability register and an internal control framework

#### 4.0 Responsibilities

4.1 The main responsibilities held by each set of stakeholders in relation the Risk Management Framework are listed in the table below:

Management Committee	Audit & Risk Committee	Senior Management Team	Business Management Team	All Employees
Establish, oversee and approve the Framework	Scrutinise the application of risk management processes	Oversee the operation of the Framework	Day to day operation of the Framework	Effective application of controls
Establish and approve Risk Appetite	Monitor the effectiveness of internal controls	Ensure that corporate risks are assessed and managed	Identify new / emerging risks	Report any near miss / risk events
Approve the Corporate Risk Register	Provide risk assurance to Management Committee	Promote a culture of risk management	Development of corporate and operational risk registers	Contribute to the day-to-day operation of the Framework
Agree the Internal Controls Framework	Monitor Internal Audit			

## 5.0 Risk Appetite

5.1 Risk appetite is defined as the level of risk an organisation is prepared to accept in the pursuit of its objectives. The risk appetite statement is not absolutely prescriptive, but instead provides several underlying component parts that encourages structured thinking. The aim of the Framework is to allow the Group to reach an informed conclusion as to whether the risk can be taken, and to what extent, to achieve the desired outcomes.

5.2 The appetite for risk ranges from 'averse' to 'hungry'

- **Averse:** No appetite, not prepared to tolerate risk above a negligible level, not willing to accept risk in most circumstances
- **Minimalist:** Preference for ultra-safe delivery options that have a low degree of inherent risk and only limited reward potential, prepared to expend significant time and resource to mitigate risks in this area to a minimal level, preference to the options that pose as little risk as reasonably possible
- **Cautious:** Preference for safe delivery options that have a low degree of inherent risk and may have more limited potential for reward, willing to expend some time and resource to mitigate risks, but accepting that some risks will not, or cannot, be mitigated below a moderate level
- **Open:** Willing to consider all potential delivery options and choose the option based on delivery of an acceptable level of reward (and Value for Money), prepared to accept that risks are likely to occur in the pursuit of objectives in this area and that there will need to be a toleration of risks up to a rating of 'high' to realise potential rewards
- **Hungry:** Eager to be innovative and to choose options based on those that offer the highest probability of productive outcomes, prepared to accept high and even extreme rated risks in pursuit of objectives in this area to realise potential rewards

5.3 Risk appetite should be considered in the development and maintenance of the Corporate Risk Register and used to influence the decisions taken by the Group. In addition, this can also help identify risks where there may be too much or too little control or mitigation.

## 6.0 Risk Registers – Practical Application

6.1 This section documents the processes, tools and procedures that are used to manage and control events that could have a negative impact on the Group. Risk management involves:

- Risk Identification
- Risk Assessment

- Risk Mitigation
- Risk Management
- Risk Assurance

6.2 Risk Identification identifies the Group's exposure to uncertainty. Risks can be identified in a variety of ways including:

- Management Committee Away Days / Workshops, reviews of the Corporate Plan and the results of periodic stress testing and covenant reviews
- Adequate time where required in the early sections of Management Committee and other relevant Committee agendas to allow appropriate priority to risk management
- External sources, for example briefings from the Scottish Housing Regulator, as well as sector briefings from external partners and horizon scanning
- Risks identified through Internal and External Audits
- Risk management meetings to review the Corporate and Operational Risk Registers
- Risk sections in relevant reports to Management Committee or Audit & Risk Committee
- Identification of risks through operational management plans, change management initiatives and projects
- The outcome of employee surveys if there is reference to any risks that are not currently managed
- By gathering the information about potential risks at team meetings
- Customer feedback that identifies risks, including surveys and complaints

6.3 Risk Assessment takes place once risks have been identified and involves establishing the likelihood (or probability) that the risk will occur and the impact it would have if it occurred.

6.4 Each risk has three assessment types: Inherent Score, Current Score and Target Score. This allows the identification of the level of internal control that we have in place, and, therefore, any potential risk control gaps.

- Inherent Score – where there are no controls in place to mitigate the risk (untreated or raw)
- Current Score – where the Group currently assesses itself in terms of risk, based on the controls and mitigations already implemented
- Target score – where we expect the score to be once all controls and mitigations are in place, and identified future actions are completed (taking into consideration Risk Appetite)

6.5 For each of these, a score is calculated based on the likelihood (or probability) that the risk will happen and the impact if it does happen.

6.6 The likelihood / probability score is calculated based on a scale of 1 (very low risk of occurrence – extremely unlikely) up to 5 (very high risk of occurrence – almost certain).

Score	Likelihood	Criteria
1	Negligible	<ul style="list-style-type: none"> <li>• 0-5% extremely unlikely</li> <li>• virtually impossible (i.e., one-off event)</li> </ul>
2	Low	<ul style="list-style-type: none"> <li>• 6-20% low but not impossible</li> <li>• an event that is unlikely to occur more than once every few years or has not occurred historically</li> </ul>
3	Medium	<ul style="list-style-type: none"> <li>• 21-50% fairly likely to occur.</li> <li>• Possibly could occur but infrequently but not more than once every 12 months</li> <li>• Could occur more than once within the time period and may be difficult to control due to some external influences</li> </ul>
4	High	<ul style="list-style-type: none"> <li>• 51-80% more likely to occur than not</li> <li>• Likely could occur but on a sporadic basis i.e., at least once a year</li> <li>• Potential of it occurring several times within the time period or has occurred recently</li> </ul>
5	Severe	<ul style="list-style-type: none"> <li>• 81-100% almost certainly will occur</li> <li>• Highly likely could occur on a regular basis, i.e., several times a year</li> </ul>

6.7 An impact score is calculated on a scale of 1 (insignificant impact) to 5 (catastrophic impact).

Score	Impact	Criteria
1	Insignificant	No impact
2	Minor	Minor impact within one or more criteria
3	Moderate	Moderate impact within one or more criteria
4	Major	Major impact within one or more criteria
5	Catastrophic	Severe impact within one or more criteria

6.8 To assist with the calculation of the impact score a detailed impact chart is included as **Appendix 1**. Not all criteria will apply to each risk and the matrix is a guide to assist with the impact rating.

6.9 The risk scores are calculated by plotting the likelihood and impact scores on a matrix. An example of how this works is given below:

**Impact**

**Key**

5	5	10	15	20	25
4	4	8 Residual	12 Inherent	16	20
3	3 Target	6	9	12	15
2	2	4	6	8	10
1	1	2	3	4	5
	1	2	3	4	5

Low
Medium
High
Severe

Inherent = Likelihood 3 \* Impact 4 = 12 (Outside risk appetite)

Residual = Likelihood 2 \* Impact 4 = 8 (Outside risk appetite)

Target: Likelihood 1 \* Impact 3 = 3 (Within risk appetite)

6.10 **Risk Mitigation** is defined as taking steps to reduce adverse effects. These include:

- **Terminate** (avoid / eliminate) – a level of risk that should be avoided and if possible, should be eliminated (some risks will only be dealt with to acceptable levels by terminating the activity)
- **Treat** (control / reduce) – this refers to the level of cost-effective (corrective) controls put in place to manage the risk to an acceptable level (most risks will be managed in this way)

- **Transfer** (insurance / contract) – where the decision is taken to transfer the risk to a third party usually by means of insurance or contractual transfer such as paying a third party to take the risk
- **Tolerate** (accept / retain) – The risk here is considered acceptable to the Group or the ability to do anything about the risk is limited, or the cost of taking action may be disproportionate to the potential benefit gained (a tolerated risk should be monitored and re-evaluated in the future)

6.11 **Risk Management** is the process of monitoring and keeping track of the identified risks, monitoring Inherent, Current and Target Risk scores. This includes ensuring the execution of risk controls and evaluating their effectiveness in reducing risk. It is also important to identify new or emerging risks. Risk monitoring and control is an ongoing process involving:

- Implementation of risk responses as planned
- Reviewing risk response actions to ensure they are as effective as expected, or if new responses should be developed
- Reviewing project assumptions to ensure they are still valid
- Assessing whether risk exposure has changed from its prior state, with analysis of trends
- Ensuring policies and procedures are followed
- Identifying whether there are any new or emerging risks

6.12 Risk control may involve choosing alternative strategies, implementing a contingency plan or taking corrective action.

6.13 Classification of different types of control should also be considered as follows:

- **Preventative** controls stop an event happening (for example, an automatic cut- out system on a gas boiler, in the event of the boiler not having been serviced within the requisite time period)
- **Detective** controls warn when an event has happened (for example, a carbon monoxide alarm which sounds loudly when poisonous fumes are above a minimum, safe level)
- **Directive** controls seek to dictate an operation such that a risk is avoided (for example, user instructions for a boiler, which advise on safe operation)
- **Corrective** controls check that things operate as they should and correct the situation where they do not (for example, a Health & Safety Audit applicable to our gas servicing procedures)

- 6.14 Risk Assurance requirements and related arrangements should (in part) be determined by the Management Committee's risk appetite and how much risk they are willing to take in pursuit of strategic objectives.
- 6.15 The level of risk assurance should also be related directly to the level of risk which the controls are mitigating. Low level risks require lower levels of assurance on the operation of controls put in place to manage them, whilst significant risks require a much higher level of assurance.
- 6.16 Once the risk appetite is defined, risk owners will know where more or fewer controls are needed to reduce the likelihood or impact of each risk. The greater reliance on controls to reduce risk to acceptable levels, the greater the assurance needed and vice versa.
- 6.17 The Group uses the 'Three Lines of Defence Model' for risk assurance. This distinguishes three functions involved in effective risk management and assurance:
- The first line of defence is Management – functions that own and manage risks (the first level of assurance comes from the operational area that performs the day to day internal and management controls such as operational plans, operational risk register and operational internal controls)
  - The second line of defence is Oversight – functions that oversee risk (other functions within the Group, such as Governance, Finance, HR and Asset Management provide assurance through risk management, corporate reporting, quality and inspection and compliance reviews, for example)
  - The third line of defence is Independent - assurance provided from outside the Group, such as External Audit, Internal Audit, regulatory assessments, external providers, certifications and accreditations
- 6.18 The assurance model is used to demonstrate the relationship between risk monitoring and assurance. For each risk on the Corporate Risk Register, information on the source of assurance for each existing control is documented as well as the evidence to support the assurance.
- 6.19 The assurances for each risk can be graded and reported accordingly using the following categories:
- **HIGH** - Controls in place assessed as adequate / effective and in proportion to the risks
  - **MEDIUM** - Some areas of concern over the adequacy / effectiveness of the controls in proportion to the risks
  - **LOW** - Significant concerns over the adequacy / effectiveness of the controls in proportion to the risks
  - **OR** - Insufficient information at present to judge the adequacy / effectiveness of the controls



**7.0 Risk Escalation and Reporting**

- 7.1 Operational Risk owners are required to review and update their Operational Risk Register at least quarterly.
- 7.2 Corporate Risk Owners are in turn required to review and update the Corporate Risk Register taking into consideration the outputs from the Operational Risk Register.
- 7.3 The outputs of the Corporate Risk Register will be summarised within a Corporate Risk Dashboard. This will provide a summary identifying the Inherent, Current and Target Risk scores for each risk event.
- 7.4 The Total Risk Score is used to define the detail in which risks are considered, delegated and escalated. The Total Risk Score of relevant risks is reported as part of the standard template for Management Committee reports.
- 7.5 Those Corporate Risks with a current Total Risk Score of 20 and above (which are therefore associated with a high or severe level of risk) will form the basis of the list of 'top risks' when these are reported. These risks will require a greater degree of focus as will those Corporate Risks which are increasing in probability or impact at or above the total risk score of 20 when re-assessed.
- 7.6 The Management Committee will:
- Review and establish Risk Appetite at least Annually
  - Receive the Group's full Corporate Risk Register and a cover report which includes an update on emerging risks and notable changes / updates to the top corporate risks at least annually
  - Have access to the Group's Corporate Risks summarised through the Corporate Risk Dashboard at all times
- 7.7 The Management Committee has overall responsible for reviewing the effectiveness of internal control within the Group, based on information provided by the Senior Management Team and the Audit & Risk Committee. The Audit & Risk Committee will present a formal annual review, the purpose of which is to:
- Examine the Group's performance on risk management in the preceding year
  - Consider the latest Corporate Risk Register and whether current internal control arrangements are likely to be effective
  - Assess the Group's control environment including organisational structure, culture and reporting mechanisms

7.8 The Management Committee is also responsible for reviewing the annual Assurance Statement, based on information provided by the Governance Standards Working Group. The purpose of the review is:

- To ensure compliance
- To monitor progress against areas requiring improvement
- To highlight and monitor risks arising from the legal and regulatory environment

7.9 The Audit & Risk Committee:

- Receives and reviews the Group's Risk Management Framework at least annually
- Receives and reviews the Group's full Corporate Risk Register and a cover report which includes an update on emerging risks and notable changes / updates to the top corporate risks at least six monthly
- Has access to the Group's Corporate Risks summarised through the Corporate Risk Dashboard at all times
- Receives 'deep-dive' reports on individual corporate risks as and when agreed with / by the Committee

7.10 To assist with continued improvement, reporting will include:

- Any significant omissions from the Corporate Risk Register, together with reasons and lessons learned
- Any changes in assessment of probability or likelihood since the last review
- Any published changes in best practice or approach since the last review, including the recommended response to such changes

7.11 All papers to the Management Committee or Audit & Risk Committee which have a material financial impact, or which recommend a significant change in policy, will also include a risk report.

7.12 The table below outlines the risk related documentation, reports and or deliverables which are required as part of the Framework.

	Management Committee	Audit & Risk Committee
<b>Risk Management Framework</b>	Annually	Annually
<b>Risk Appetite</b>	Annually	n/a
<b>Corporate Risk Register &amp; Update Report</b>	Annually	Quarterly
<b>Corporate Risk Dashboard</b>	Always available	Always available
<b>Internal Controls</b>	Annually	Annually
<b>Business Plan</b>	Annually	n/a
<b>Stress Testing</b>	Annually	n/a

## 8.0 Associated Risk Management Processes

- 8.1 A number of additional and linked Risk Management Processes also exist as follows.
- 8.2 External and Internal Auditors are in place to access and provide assurance on the arrangements across all key corporate and operational areas including controls associated with Corporate Risks and the effectiveness of the Risk Management Framework.
- 8.3 In order to effectively manage the risks to assets, the Group maintains a clear record of all its assets and the liabilities. The Asset Register provides improved planning and decision making for the Group.
- 8.4 The Group maintains a robust approach to Business Continuity Planning and disaster recovery and has insurance cover arrangements in place across numerous areas of risk.
- 8.5 The Audit & Risk Committee receive detailed reports outlining the internal control framework that operates across the Group on an annual basis.

## 9.0 Embedding Risk Management

- 9.1 Risk needs to be addressed at the point at which decisions are being taken and resources allocated. When the Management Committee, Audit & Risk Committee or Senior Management Team are asked to make key decisions, they will be advised of the risks associated with the recommendations under consideration.

- 9.2 Risk management is incorporated into the strategic planning process through the maintenance of the Corporate Risk Register, supported by operational risk identification and management.
- 9.3 Effective risk management controls the risks to the Group's plans, and in particular the achievement of the Business Plan. If they are not properly considered and assessed, it is recognised that there could be a weakness in strategic management that could lead to poor outcomes or results.
- 9.4 Risk management techniques are embedded into major projects or new business opportunities and include clear monitoring and reporting mechanisms. All new partnerships and key procurement arrangements have an assessment of risk at the development stage to ensure all reasonable measures are put in place.
- 9.5 The Group ensures that it has the necessary skills and expertise to deliver the Risk Management Framework. This is achieved through tailored risk management guidance notes, training and awareness sessions.
- 9.6 The effective management of risk at an operational level requires the right procedures, controls and employees who have the skills and knowledge to ensure that these are implemented. The regular review of operational risk registers ensures that the controls are effective and are being effectively implemented.
- 9.7 It is the aim of the Group that every team and all employees apply the principles of the Framework to their day to day working activities so that risk management is embedded in the culture of the organisation. This is enhanced through the system of induction, regular one to one meeting between employees and their line manager, guidance and training.

## **10.0 Framework Review**

- 10.1 The Framework will be reviewed by the Management Committee at least every five years. An earlier review will be undertaken if required.

# Flexible Working Policy Review

## Report by Martin Pollhammer, Chief Executive – for Approval

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### 1.0 Introduction

The Flexible Working Policy details the legislation and Association rules regarding flexible working requests, including how and when staff can make them and the process for approving or declining them.

This Policy was last reviewed in March 2020, and was not due to be reviewed until March 2025. However, as there had been recent changes to Flexible Working Legislation, EVH issued a new model policy which meant the existing policy required an early review.

The revised **Policy Document** is attached to this report.

### 2.0 Summary of Proposed Changes

The key changes proposed to the policy are as follows:

Section	Proposed Changes
3	Addition of wording regarding new Legislative Act
5	Updated to align to new Legislation which entitles all employees to: <ul style="list-style-type: none"> <li>• Be able to request a change to their contractual terms and conditions from day one of employment</li> <li>• Make two flexible working requests in a rolling 12 month period</li> </ul>
7	Updated to align to new Legislation <ul style="list-style-type: none"> <li>• Employees no longer explain what effect, if any, the flexible working request would have on the Group and how it could be overcome</li> </ul>
8	Updated to align to new Legislation <ul style="list-style-type: none"> <li>• Employers must deal with flexible working requests within two months of receiving them</li> </ul>

**3.0 JCC Consultation**

As this Policy requires review because of new legislation, consultation with the JCC has not yet taken place. Instead, a consultation will now be undertaken on the revised policy with JCC, and any further changes required as a result of this will be presented to a future Management Committee meeting.

**Recommendation**

The Management Committee is asked to approve the revised Flexible Working Policy.

<b>Date Issued</b>	October 2007
<b>Last Revision</b>	<del>March 2020</del> <u>May 2024</u>
<b>Department</b>	Management
<b>Title</b>	<b>Flexible Working Policy</b>
<b>Objective</b>	To describe the Group's Flexible Working Policy
<b>Responsible</b>	Chief Executive
<b>Next Review Date</b>	<del>February 2025</del> <u>May 2029</u>

## **1.0 Introduction**

We recognise that introducing a Flexible Working policy will help to ensure compliance with the right to request flexible working brought in by the Employment Act 2002 and Work and Families Act 2006. The policy has also been introduced to help ensure equality and fairness throughout the process and aid employees work life balance. Employees have the right to request changes to their working hours or place of work under the statutory right in the Employment Rights Act 1996 to request flexible working.

## **2.0 Background**

We believe staff members are our most valuable asset and we are committed to attracting and retaining the very best, and utilising all talent and experience available. We understand that it is important for staff members to establish a work – life balance as many individuals have personal responsibilities outside from work. Flexible work may allow more freedom for employees to organise their employment to fit in with other parts of their life.

## 3.0 Legal Framework

### Employment Rights Act 1996

In August 1996 the Employment Rights Act was introduced to set out statutory employment rights of workers and employees.

### Employment Act 2002

In April 2003 the Employment Act introduced the right for parents of young and disabled children to apply to work flexibly in order to strike a better balance between their home and work responsibilities.

### Work and Families Act 2006

The Act builds on the right to request flexible working introduced in April 2003. The Work and Families Act extends this right to include employees who care for or expect to care for adults.

### Flexible Working Regulations 2014

These regulations further extend the right to request flexible working to employee's who have 26 week's continuous service with an employer.

### ~~Flexible Working Regulations 2014~~

~~These regulations further extend the right to request flexible working to employee's who have 26 week's continuous service with an employer.~~

### ~~Employment Relations (Flexible Working) Act 2023~~

~~These regulations reduced the waiting time to make a flexible working request from 26 weeks employment to a day one right as well as allowing for 2 requests to be made in a 12 month rolling period and reducing the time to respond from 3 months to 2 months.~~

## 4.0 Policy Principles

### **This policy :**

- Has been produced as our response to the legislation brought in by the Employment Rights Act 1996, Employment Act 2002, Work and Families Act 2006, ~~and~~ Flexible Working Regulations 2014 ~~and~~ Employment Relations (Flexible working) Act 2023.
- Aims to provide workers with the opportunity to request to change their standard working arrangements to strike a better balance between their home and work



responsibilities and for us to retain talent and skills in the workforce and react effectively to changing market conditions

- Details the flexible working procedure that must be followed and also provides standard letter templates and forms to use
- Details the employers' responsibilities contained in the Act and the recommendations to consider workers' request for a flexible working arrangement
- Is only applicable when the employee instigates the request to work flexibly (and not when it is instigated by the employer)
- Re-emphasises a desire to create a good place to work for everyone by aiming to retain skills and experience and adapting to changes in society

## 5.0 Eligibility

Under provisions set out in the Employment Rights Act 1996 every employee ~~with 26 weeks continuous service~~ has ~~a right from day one of employment~~ ~~the right~~ to request a change to their contractual terms and conditions of employment. An employee has the right to make 2 flexible working requests ~~can only make one statutory request within a rolling~~ 12 month period.

### General

To be eligible, staff members must:

- Be an employee
- ~~Have worked for their employer for a continuous period of 26 weeks from the date of application~~
- Not be an agency worker
- Not have made more than 2 applications ~~another application~~ to work flexibly under the right during the past 12 months

## 6.0 Types of Flexible Working

Some examples of flexible working are documented below, however this list is not exhaustive.

### Part time working

A system whereby the employee is contracted to work fewer than the standard full time hours. There are many variations to part time working such as later start or earlier finish times, afternoons or mornings only and fewer working days in the week.

### Job-sharing

An arrangement whereby two part time (or occasionally more) employees share the responsibility of a position. In a 'shared responsibility' arrangement the individuals both carry out all the duties of the job simply by picking up the work where the other employee left off. A 'divided responsibility' arrangement is when the duties of the position are divided between the two individuals, with each being able to provide cover for the other as and when necessary.

### Term time working

The employee remains on a permanent contract but can take unpaid leave of absence as agreed.

### Working from home

An approach whereby an employee carries out a proportion of ~~his/her~~their duties from home rather than on our premises.

### Compressed Hours

A system permitting employees to work their total number of contractual hours over fewer working days. For example, a five day working week may be compressed into four days.

## 7.0 Flexible Working Procedure

We aim to deal with requests as soon as possible and within ~~23~~ months of first receiving the request, including any appeal.

If for some reason the request cannot be dealt with within the ~~2-3~~ month period then the employer can extend this time limit provided the staff member agrees.

### Application for flexible working

To apply for flexible working, employees need to follow the steps below:

- Apply in writing
- State the date of the application, the change to working conditions the employee is seeking and when they would like this change to come into effect
- ~~Explain what effect, if any, the change applied for would have on the Group and how such effect might be remedied~~
- State that it is a statutory request
- State whether a previous application has been made to us and the date of the application
- Sign & date it

### Once the request is received

All Flexible Working Requests must be passed to the Senior Management Team for discussion at their weekly meeting. If SMT are happy to accept the request, they can confirm without the need for a meeting. The request will be passed to the Executive Support Officer who will then draft and issue a confirmation letter to the employee and will advise the Finance Department of the contract changes. Alternatively, a meeting should be arranged.

### The Meeting

- SMT will advise the Executive Support Officer that a meeting is required to discuss the Flexible Working Request. The Executive Support Officer will then write to the employee to invite them to the meeting and inform them that they can be accompanied by a fellow employee or trade union representative of their choice
- The companion can address the meeting and confer with the employee during the meeting but cannot answer questions on the employee's behalf
- At the meeting employee's proposal will be discussed
- If the employee's proposal is not suitable to the business, alternative solutions will be discussed
- If an employee fails to turn up for a meeting without prior notification on more than one occasion and fails to provide a satisfactory explanation, we will treat the application as withdrawn. This will be confirmed in writing informing the employee this will constitute one of their 2 flexible working requests they have a right to make in a rolling 12-month period. will be unable to make another request for another 12 months
- After the meeting SMT will inform the Executive Support Officer of their decision, who will draft a letter detailing the changes for issue by the Manager. The Executive Support Office will advise the Finance Department of the changes.

### Flexible working Acceptance

- Once both sides have agreed to the changes requested, a permanent variation of the employee's terms and conditions will be issued. The employee has no automatic right to return to the original arrangement
- A trial period for a specified time may be applicable to establish if the new arrangement is suitable for the needs of the business. This will be confirmed in writing following the meeting and acceptance.

### Flexible working rejection

If the employee's application is declined by SMT, the Executive Support Officer will draft a letter to confirm this, specifying the business reasons for rejection, for issue by the Manager.

One (or more) of the following reasons may apply:

1. Burden of additional cost
2. Inability to re-organise work amongst existing staff
3. An inability to recruit additional staff
4. A detrimental impact on quality
5. A detrimental impact on performance
6. Detrimental effect on ability to meet customer demand
7. Insufficient work for the periods the employees proposes to work
8. A planned structural change to the business.

### Withdrawal of application

We can treat an application as withdrawn under the statutory provisions where the employee has:

- Notified us verbally or in writing, that the application is withdrawn
- Without a reasonable explanation failed more than once to attend a meeting or appeal meeting
- Refused to provide us with information required in order to assess whether the contract variation should be agreed to

### Appeal Process

An employee no longer has the automatic right to appeal but we **may** consider hearing the appeal as best practice as follows:

- The staff member can appeal against our decision to refuse an application
- The appeal should be made in writing to the same manager and then a meeting will be held with the Senior Management Team to discuss the appeal and any options available
- The employee will be informed they can be accompanied to the meeting by a fellow employee or trade union representative of their choice
- After the meeting, the employee will be notified in writing, confirming the grounds for decision

**Appendix 1**, give example letter templates for use.

## **8.0 Responsibilities**

Both the employee and the employer have certain responsibilities within this procedure as follows below:

### Employee's responsibilities

- To provide a careful, thought out application
- To ensure their application is valid by checking that all the eligibility criteria are met and that they have provided all necessary information
- To ensure the application is made well in advance of when the change is proposed to take effect
- To arrive at meetings on time and to be prepared to discuss their application in an open and constructive manner
- If necessary, be prepared to be flexible themselves in order to reach an agreement with the employer
- If the employee wishes to be accompanied by a representative, the employee must ensure that their representative can attend on the date proposed by the employer or an alternative date within the time frame previously stipulated

#### Employer's responsibilities

- To consider requests thoroughly and in good faith in accordance with the set procedure
- To deal with requests as quickly as possible and within ~~3~~2 months
- To decline a request only where there is a recognisable business ground and to explain to the employee why it applies
- To ensure that any variation of the procedure is agreed in advance with the employee and recorded in writing
- Not to subject an employee to detriment or dismissal for making a flexible working request

### **9.0 General Data Protection Regulations**

We will treat your personal data in line with our obligations under the current data protection regulations and our own Privacy Policy. Information regarding how your data will be used and the basis for processing your data is provided in the employee Fair Processing Notice.

### **10.0 Monitoring and Review**

This Policy will be reviewed by the Chief Executive at least every five years. The absence of such a review will not cause it to lapse.

**Flexible Working Application Form**

**Appendix 1**

**Note to the employee:**

You can use this form to make an application to work flexibly under the right provided in law. ~~if you have been employed by your employer for 26 weeks or more.~~

It will help if you provide as much information as you can about your desired working pattern. It is important that you complete all the questions as otherwise your application may not be valid. Please give your completed form to your line manager.

Employee Details	
Name:	
Date of Application:	
Start Date:	
Job Title:	
Department:	
Manager:	
Current Hours worked per week:	
Current Shift Pattern:	
Previous Application Made & Date (if applicable)	

**Proposal**

Please detail your proposal below, including your proposed working pattern, effective date of change, if the request is temporary or permanent. ~~what you think the impact on your organisation will be and how you propose to remedy this. It would also be helpful for our consideration of the request if you could detail the impact the request may have on the organisation and how you believe this could be remedied.~~

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Date

Name

Address

Postcode

Dear Name

**Invitation to meeting to discuss application for flexible working**

Further to your recent application requesting flexible working dated INSERT DATE, I am writing at this time to invite you to a meeting to discuss your request in detail.

The meeting will be held as follows:

**Date:**

**Time:**

**Location:**

**Conducting:**

If you wish you may be accompanied at this meeting by a fellow employee or trade union representative of your choice. The person accompanying you at the meeting can address the meeting or confer with you during it, but they are not allowed to answer any questions on your behalf.

I look forward to meeting with you.

Yours sincerely

**Manager's name**

**Manager's title**

Date

Name

Address

Postcode

Dear

**Flexible Working Request Acceptance**

Further to your application for flexible working [dated], and our subsequent meeting on [xx date], I am writing to inform you that your application for Flexible Working has been accepted.

Or

Further to your application for flexible working [dated] and our subsequent meeting on [xx date] we discussed your request in depth and unfortunately your original request could not be accepted. However, following subsequent discussions an agreement was reached regarding an alternative solution and a variation of your contract has been accepted.

Your new working arrangement will be as follows:

- (insert all details of changes, hours, location, salary etc.)

Your new working arrangement will take effect from [xx date].

All other terms and conditions will remain the same as per your contract dated [xx].

In anticipation of your confirmation of the above arrangement/s I have enclosed 2 copies of this letter. Please sign and date one copy and return it to (insert name of a person letter should be returned to)

Yours sincerely

**INSERT NAME**  
**INERT JOB TITLE**

---

I accept the changes to my terms and conditions as documented above.

**Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Dated:** \_\_\_\_\_



Refusal to accept application for flexible working

Appendix 1

**Note to the employer**

Before using the letter, you must ensure that full consideration has been given to the application. You must state the business ground(s) as to why you are unable to agree to a new working pattern and the reasons why the ground(s) applies in the circumstances.

The list of the permissible business grounds under which a request may be refused are:

- Burden of additional costs
- Detrimental effect on ability to meet customer demand
- Inability to reorganise work among existing staff
- Inability to recruit additional staff
- Detrimental impact on quality
- Detrimental impact on performance
- Insufficiency of work during the periods the employee proposes to work
- Planned structural changes.

Date

Name

Address

Dear Name

**Outcome of Flexible Working Application**

Following receipt of your application *dated* and our subsequent meeting on *xx date* I have considered your request for a new flexible working pattern.

I am sorry but I am unable to accommodate your request for the following business ground(s):

- Burden of additional costs
- Detrimental effect on ability to meet customer demand
- Inability to reorganise work among existing staff
- Inability to recruit additional staff
- Detrimental impact on quality
- Detrimental impact on performance
- Insufficiency of work during the periods the employee proposes to work
- Planned structural changes.

[Delete the ones that are not applicable]

- ~~INSERT GROUNDS~~

The grounds apply in the circumstances because:

- INSERT REASON

(You should explain why any other work patterns you may have discussed at the meeting are also inappropriate.)

If you are unhappy with the decision you may appeal against it in writing to (*insert name of person to hear appeal*) within ~~two weeks~~five working days of receiving this letter.

Yours sincerely

**Insert Name**

**Insert Title**

Date

Name

Address

Dear Name

**Flexible Working Appeal Hearing Outcome**

Further to your application for flexible working, and your subsequent appeal hearing, I am writing to inform you that the appeal has been upheld and as a result the permanent changes to your terms and conditions are as follows:

As agreed, your new working arrangement will be:  
(insert all details of changes, hours, location, salary etc.)

You new working arrangement will take effect from xx date

In anticipation of your confirmation of the above arrangement/s I have enclosed 2 copies of this letter. Please sign and date one copy and return it to (insert name of person letter should be returned to)

Yours sincerely

**INSERT NAME**  
**INERT JOB TITLE**

---

I accept the changes to my terms and conditions as documented above.

**Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

Date

*Appendix 1*

Name  
Address

Dear Name

**Flexible Working Appeal Hearing Outcome**

Further to your application for flexible working [dated], and your recent appeal hearing on xx date, I am writing to inform you that your appeal has been rejected.

The reason for the decision is (INSERT DETAILS OF HOW THE DECISION HAS BEEN REACHED)

As a result, there will be no changes to your current working arrangements and other terms and conditions.

EITHER – You have the right to make one further flexible working request from the date of the original request

OR

May I inform you that you have now exhausted your right to make a further flexible working request until INSERT DATE 1 YEAR FROM DATE OF FIRST REQUEST IF 2 HAVE BEEN MADE IN THE LAST 12 MONTHS.

~~May I inform you that you have right to make another application for Flexible working 12 months form the date of the last one.~~

Yours sincerely

**INSERT NAME**  
**INERT JOB TITLE**

Withdrawal of Flexible Working Application

Appendix 1

**Note to the employee**

*This template letter provides notification to your employer that you wish to withdraw your application for a flexible working arrangement. You have the right to make 2 requests in a rolling 12 month period so if this is your second request in 12 months you may not be able to make a further request for a period of time. Once you have withdrawn your application, you will not be able to make another application until 12 months from the date your original application was made.*

Date

Dear:

**Withdrawal of flexible working application**

I wish to withdraw my application to work flexibly which I submitted to you on: \_\_\_\_\_

I understand that this will count towards my right to make 2 flexible working requests within a rolling 12 month period.

~~I understand that I will not be able to make another application until twelve months after the above date.~~

Yours sincerely

**Name**  
**Title**

*Appendix 1*

Date  
Name  
Address

Dear Name

**Withdrawal Notification Acknowledgement**

Further to your recent application for a flexible working request, I am writing to inform you that your application for Flexible Working dated (INSERT DATE OF APPLICATION) is viewed as being withdrawn due to (INSERT REASON FOR WITHDRAWAL AS SPECIFIED IN POLICY)

Please note this will count towards your right to make 2 flexible working requests within a rolling 12 month period.  
~~If you wish, you may make another application 12 months from the date of your original application.~~

Your sincerely

**INSERT NAME**  
**INERT JOB TITLE**

# Tenant Participation Annual Report

## Report by Claire McMillan, Housing Manager – for information

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### 1.0 Introduction

The responsibility for monitoring Tenant Participation throughout the year is delegated to the Audit & Assurance Committee; however, involving tenants in the Association's work is both a legal and regulatory requirement, as well as a corporate responsibility. This Annual Report highlights the work the Association has carried out in relation to Tenant Participation during the year 2023/24.

### 2.0 Tenant Participation Strategy

Progress on the Tenant Participation Action Plans (parts of the Tenant Participation Strategy that are reviewed three yearly and annually) was overseen by the TIG Panel. Action Plans for 2024/25 have been agreed, including the intention for the TIG-Scrutiny Group to carry out another scrutiny project early in the coming year, topics for which are currently being considered by the Group.

### 3.0 Tenant Involvement Group (TIG)

The TIG remains a small, dedicated group of tenants. One longstanding member left the TIG when they were recruited to the Management Committee, showing the benefits of the involvement in TIG for experience in the governance of the Association.

Two new members have joined this year, including one from the latest new development in Dunbar. The Housing Officers discuss tenant participation activities during the allocations process, and this can be a good time to encourage involvement from an early stage in the tenancy. Current TIG members are residents of Haddington, Musselburgh, Gullane, Dunbar and Ormiston. There is also a tenant interested in joining the next meeting, from Garvald, following recent contact with their Housing Officer.

The TIG Panel reviewed the meeting frequency during 2023/24 and now meet on a quarterly basis, with four meetings held between April 2023 and January 2024. They continue to have the option for Group members to attend face to face or digitally via Teams. The majority of attendance is face to face, though members have joined meetings through Teams, allowing them to take part without the need to travel.

The TIG Panel's work over the year involved:

- A visit to the converted flats at Hardgate, Haddington, and meeting with staff members to discuss their feedback on these, including reviewing plans to consider the limitations of the design because of the nature of the conversion
- Attending a training event in Perth arranged by the Scottish Government on the recently updated Scottish Social Housing Charter, led by the Tenant Information Service
- Reviewing progress of the Large Tenant Satisfaction Action Plan
- Reviewing a number of satisfaction surveys and consultation exercises
- Completing a TIG-Scrutiny Project looking into satisfaction levels in new developments, including meeting with senior management in the Association and visiting the new development at Newtonlees in Dunbar (findings, which were reported to the Audit & Assurance Committee, resulted in the introduction of satisfaction surveys being issued following defect repairs, with feedback being provided to the Developer)

Membership of the TIG Panel stood at five at the end of the year, with one new member interesting in attending the next meeting.

#### **4.0 Information & Consultation**

The Association produced a range of information for tenants during the year including:

- 8 e-news
- 1 newsflash
- 3 printed newsletters

Over the year, the average open rate for e-Talk newsletters and newsflash editions was 52%, and 28% of recipients clicked through to read at least one full article on the elha.com news page.

The annual Rent Increase Consultation was carried out in January 2024 using a specially designed elha.com micro-site for the fourth year running. Printed information was sent to the minority of tenants who have not opted to be paper-free. Engagement levels were very positive with 31.5% of tenants responding. The vast majority of responses were from paper-free tenants, with only seven responses received from offline tenants.



Satisfaction surveys were also carried out over the year for the following service areas, the results of which were reported to the Audit & Assurance Committee:

- Stair Cleaning Satisfaction
- Communal Gardening Service Charging
- Garden Care Service

## **5.0 Social Media**

Work to improve the Association's social media presence continued over the year, including the use of hashtags to highlight issues, for example #elhahomes, #elhaenergy, #elhahelp, and #thesehomes

ELHA's Facebook page had a following of 1,694 people at the end of 2023/24, an increase of around 11% from the previous year. Similar to last year, Facebook reports that just over 80% of followers are female, with the majority of followers based in Edinburgh and East Lothian. Women aged 35 to 44 years make up over 25% of overall followers.

The Facebook page has been demonstrating a visibility far beyond those who have 'liked' or followed the page. One post at the end of March 2024, with photos of the final phase of the Newtonlees development, had a 'reach' of 8,775. This means that 8,775 individual people saw the post on the Facebook newsfeed at least once. 2,512 individuals also clicked on this post.

## **6.0 Working with Tenants / Tenant Groups**

During the year, the Association has:

- Continued to work with Bolton Steading Residents Association (BSRA) on a number of issues, with the Housing Officer building positive relations with the Association through their new Chairperson
- Engaged with a tenant representative at The Hedges in relation to a community garden which the resident was working with East Lothian Council to create on their land
- Worked with tenants at Osborne Court, Cockenzie, on the redesignation of their homes from sheltered to amenity housing, allowing this to progress smoothly with the small number of tenants in need to additional support still able to access this
- Engaged with tenants in Ormiston and Haddington about the installation of meters to their homes to assist with accurate billing of their district heating systems

**7.0 Working with Partners**

Staff met on site at The Hedges, Tranent, with a representative of East Lothian Council's Landscape and Countryside team following discussions with a tenant about the community garden they hope to create on East Lothian Council land.

The East Lothian Tenant Participation Liaison Group meetings did not resume in 2023/24 as hoped, but discussions have taken place with a meeting scheduled for April 2024. East Lothian Council are leading on arrangements with representatives attending hoped to include ELHA, Homes for Life Housing Partnership, East Lothian Tenants & Residents Panel, Wheatley Homes East and Places for People Scotland.

The Association has continued to take part in information sharing with landlords throughout Scotland through the Scottish Federation of Housing Association's Housing Management Forum and through the Tenant Participation Advisory Service's requests for sharing good practice.

## Stair Cleaning Contract

### Report by Karen Barry, Director of Housing for homologation

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#### 1.0 Introduction

Approximately two years ago, the Association had to terminate the stair and communal cleaning services provided by CAS following a significant number of complaints of poor service, which was brought to the attention of the Management Committee at that time. All Cleaned Up Ltd (ACU) were subsequently appointed, however within a year they advised that they could not continue with the contract at the price that they had tendered and intended to terminate the contract. ELHA agreed to paying a higher amount for the cleaning service for a short period to allow time to retender the work and ACU went on to be successful again at a higher price.

Unfortunately, Apex Scotland, ACU's parent charity, moved to liquidate ACU due to insolvency towards the end of March 2024. The Association initially learnt about this through the press and was subsequently contacted by the liquidators on 4 April 2024 to confirm this.

The Association now found itself in a position where it had no stair cleaning contract and stairs and communal areas were becoming unhygienic. To add to the problem, East Lothian Council changed their waste services from a two-weekly to a three-weekly service from 1 April 2024, and their new approach is not to clear bin stores if they are overflowing with bags of rubbish full of recyclable items, and several developments were becoming unsightly as a result.

Upon learning that ACU were being liquidated, ELHA immediately wrote to all tenants paying for the service, to advise that alternative arrangements would be put in place as quickly as possible, including reviewing the service charges, and it was clear that urgent action was required in the short term whilst the Association considered how best to approach the management of stairs and communal areas in the future.

#### 2.0 Procurement of Services Out-with Policy

SCS Cleaning Services, based in Midlothian, provided the Association with stair and communal area cleaning from 2009 until 2019 when ACU, who traded as a social enterprise, tendered for, and were awarded the contract. They were significantly cheaper than SCS, who are a profit-making company and their ethos fitted well with the Association. SCS advise that they are more expensive than some cleaning companies because they pay their staff higher wages to retain them (apparently there is a tendency for cleaners to regularly move between cleaning companies).

SCS continue to clean the Association's offices, carry out house clearances, and until March this year, provided landscape maintenance services. They have proven themselves very reliable. Upon contacting SCS to discuss the provision of cleaning services, they advised that they could set up and provide stair cleaning within a week at a cost of £30,339.30 plus VAT. This would be for one year. This cost did not include for the cleaning of bin stores and deep cleans which could be managed on an ad-hoc basis, to help keep the costs down.

The Regulated Procurement thresholds for the procurement of goods, works and services is £50,000 to £189,330. Contracts with an estimated value below the threshold of £50k are regarded as unregulated procurements, and the Association's policy states that, where possible, a minimum of three competitive quotations should be invited via Quick Quotes (through the PCS Portal).

Having to go through a Quick Quote process would have caused a number of issues, most notably a significant delay in having to go through a process with no guarantee that another contractor could start immediately, resulting in deteriorating estates, possible Health & Safety concerns, additional work, reduced tenant satisfaction and placing the Association's reputation at risk.

Section 10 of the Procurement Policy – Exceptions to the Requirement to Publicly Procure a Contract sets out the exceptional circumstances in which tenders are not required for regulated procurements, and grounds where contracts can be awarded without competition.

In view of the issues described above and the urgency of the matter, approval was sought from the Chair to go out with Policy and award a one-year stair cleaning contract to SCS Cleaning Services. Approval was given on 24 April 2024.

**Recommendation**

The Management Committee is asked to homologate the decision made by the Chair to award the stair cleaning contract to SCS Cleaning Services for one year.