

Agreements, Leases and SSSTs Policy

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1. Introduction

1.1 This document outlines the Association's approach to the use of Management Agreements, Leases, Occupancy Agreements and Short Scottish Secure Tenancies. Most of the Association's stock is general needs accommodation and, as such, tenants have full Scottish Secure Tenancy Agreements. However, there are occasions where a different type of agreement may be applicable, and this policy outlines the circumstances when this could apply.

2. Types of Agreements, Leases and SSSTs

2.1 A Management Agreement (also often called a Service Level Agreement or SLA) is used where there is delegated authority to an external agency to manage the tenancies within a property. This allows for the tenants to hold an SST with CVHA to have more rights and responsibilities of holding a full tenancy.

2.2 An Occupancy Agreement is used where a tenant is renting a space within a larger property and shares some facilities with other households, such as a kitchen and living spaces. Unlike an SST, those with an Occupancy Agreement do not have full sole access rights to their property. In cases where there are three or more residents within a single property an HMO (House in Multiple Occupation) License is required.

2.3 A Lease Agreement is used where we lease a property to a third-party organisation. Examples of this include a property that is leased to the Local Authority for homeless accommodation or to Women's Aid for refuge accommodation.

2.4 A Short Scottish Secure Tenancy (SSST) is used where there are a specific set of circumstances that prevent us from granting a full SST. These might be where there is a history of antisocial behaviour or if there are specific conditions around tenancy support. These provide less security of tenure as the lease is for a 6- or 12-month period. Although it can be extended, we will always aim to support the tenant in their tenancy and convert the tenancy to a full SST where possible.

3. Aims and Objectives.

3.1 The aims of our policy on the use Management Agreements, Occupancy Agreements, Leases and Short Scottish Secure Tenancies are to manage such arrangements consistently and in accordance with legal requirements.

3.2 Our objectives are to use of Management Agreements, Leases and Short Scottish Secure Tenancies in a manner that:

- fulfils our legal obligations.
- is firm, fair, sensitive and efficient.
- is personal; and
- is confidential.

4. Corporate Fit

4.1 Legislation and best practice

When using Management Agreements, Occupancy Agreements, Leases and Short Scottish Secure Tenancies, we will comply with all relevant legislation, standards

and targets set down by the Scottish Housing Regulator in terms of the use of Management Agreements, Occupancy Agreements, Leases and Short Scottish Secure Tenancies

4.2 Our use of Management Agreements, Occupancy Agreements, Leases and Short Scottish Secure Tenancies will comply with legislation, guidance and good practice including The Housing (Scotland) Act 2001.

4.3 Equality, Diversity and Inclusion

At Clyde Valley we value people and their diversity and strive to be inclusive. We respect others, regardless of personal differences and we listen to people to understand their needs and tailor our service accordingly. We will strive to promote equal access to our service for all members of the community and provide fair and equal treatment, promoting human rights in line with our Equality, Diversity and Inclusion Strategy and Policy.

4.4 Confidentiality

CVHA recognises that confidentiality is important to tenants and will treat their tenancy information in the strictest confidence in line with all applicable Data Protection Legislation

4.5 Business Plan and risk management

Management Agreements, Occupancy Agreements, Leases and Short Scottish Secure Tenancies are only used in very specific circumstances and are therefore of limited significance and impact in terms of delivering business outcomes and managing associated risks.

5. Delegated Authority

5.1 The Board will monitor the implementation of this policy to ensure that it is properly operated.

5.2 The Board will ensure that our policy on the use of Management Agreements, Leases and Short Scottish Secure Tenancies is meeting its intended objectives and that monitoring and reporting of activities takes place in accordance with the Performance Standards and monitoring as detailed below.

5.3 In implementing the Association's policy on the use of Management Agreements, Leases and Short Scottish Secure Tenancies certain functions are the responsibility of the Board, although staff have delegated authority to undertake many tasks. Examples of key functions/ tasks are summarised below.

Function / task	Responsibility
Review and approval of the Agreements, Leases and SSSTs Policy	Board for Approval
Procedures on the use of Management Agreements, Occupancy Agreements, Leases and Short Scottish Secure Tenancies - development, monitoring and review	Customer Services Director and Customer Services Manager
Monitoring of Cases	Customer Services Director and Customer Services Manager to oversee the effective monitoring of individual cases, reporting trends to the Board when requested

6. The use of Management Agreements and Leases

- 6.1 Best practice suggests that tenancy rights should be maximised in relation to Leases, Management Agreements and Occupancy Agreements. Whilst there may be situations where a lease is preferred, the option of a Management Agreement can afford the resident more rights and allows a more "normal" landlord / tenant relationship.
- 6.2 Unless there is a "good reason" to promote a lease agreement, the Association will provide a Scottish Secure Tenancy Agreement with an associated Management Agreement with a suitably qualified external body providing the necessary support to the tenant(s). Each case will be examined individually, with the recommendations of the professionals supporting the individuals being considered in determining the level / type of support to be provided. Unless there is a clear preference for a lease, the Management Agreement will be the preferred option.
- 6.3 In general, leasing to another body is likely to be most appropriate where the accommodation is:
- specialist support accommodation and needs to be managed by a support provider.
 - very short -term accommodation for specific groups for example, a women's aid refuge.
 - leased to the local authority for temporary homeless accommodation
 - for staff sleepover or office accommodation necessary to provide support to individuals in highly supported or multi property projects.
 - commercial property being leased on a commercial basis.
 - property being leased to an organisation for community benefit (where this fits with the RSL's corporate social responsibility strategy and / or the property is difficult to let).
 - properties should only generally be leased to a profit-making organisation where they are a specialist organisation providing housing to meet Scottish Ministers' priorities, for example housing for homeless households, victims of domestic abuse, asylum seekers and people with other particular needs.

7. Section 66 Consent

7.1 Section 66 of the Housing (Scotland) Act 2001 requires registered social landlords to get written consent from Scottish Ministers for certain disposals of land or property. Disposals also include the granting of leases. General Consent has been extended now allowing leases to be granted without RSLs having to apply for specific consent, provided the conditions of the General Consent are met.

8. Approval of Leases

8.1 Authority is delegated to the Customer Services Director and Customer Service Manager to approve leases within the scope of this policy. However, in any cases not covered by this policy a report should be made to the Board for consideration and approval.

9. Audit Trail

9.1 The Association will maintain a clear audit trail showing that we have:

- examined all other available options in deciding that leasing is the most appropriate arrangement.
- ensured that we have granted the most secure form of tenure compatible with the purpose of property.
- demonstrated good reasons where we have departed from the terms of any model agreements including where the:
 - lease is for longer than three years.
 - appropriate model occupancy or tenancy agreement is not used; and
 - managed risks, covered costs and taken steps to ensure sustainability where it is a commercial lease.

10. Performance Review

We will review the management of leased properties regularly by holding liaison meetings with the lessee annually or as deemed appropriate.

We will report to Board when required:

- the number of leases.
- the organisations we have leased property to.
- the expiry date for the lease.
- any management issues relating to the conduct of the lease; and
- whether we have renewed leases.

11. The use of Short Scottish Secure Tenancies

11.1 Section 34 of the Housing (Scotland) Act 2001 introduced Short Scottish Secure Tenancies (Short SSTs). The Short SST provides less security of tenure for the tenant in that it can be ended at the end of the let period (known as the 'ish') which is normally for a period of six months. There are also other disbenefits of a Short SST, such as non-entitlement to the (Modernised) Right to Buy.

11.2 Because the Short SST does not maximise tenants' rights, it can only be given in a very specific set of circumstances. Before the Association can give a Short SST, at least one of the following must apply:

- The prospective tenant has been evicted from a previous tenancy in the last three years on the grounds of anti-social behaviour. CVHA must make sure that support services are available to the tenant that would help them to convert to a full SST at a later date.
 - The prospective tenant, or anyone who will be living with them, is subject to an anti-social behaviour order (ASBO). CVHA must make sure that support services are available to the tenant that would help them to convert to a Scottish secure tenancy at a later date.
 - The prospective tenant or anyone living with or who has visited the prospective tenant has acted in an antisocial manner in the three years prior to the offer of the tenancy.
 - The tenancy is let on a temporary basis to someone moving into the area to take up work and to allow them to find accommodation.
 - The tenancy is let on a temporary basis pending development that affects the property. The Town and Country Planning (Scotland) Act defines what is meant by 'development'.
 - The tenancy is let on a temporary basis for at least six months to someone who is homeless.
 - The landlord does not own the property and the lease prevents the landlord from offering a Scottish secure tenancy.
 - The tenancy is let on a temporary basis where a person owns a home, pending arrangements for the property (for example sale or adaptations to allow housing needs to be met). This should not be used where the need for social housing is permanent or long-term and where social housing is the most suitable housing option given the circumstances of the household.
 - The tenancy is let to a person to whom no other paragraph of the schedule applied and who is in receipt of a housing support service.
- 11.3 Where the Short SST is granted for reasons other than antisocial behaviour, it will be let for a period of at least six months and is subject to 'tacit relocation' in which it can be extended by notice given to the tenant. In line with good practice, the Association aims to convert any Short SST to a full SST within 12 months.
- 11.4 In cases where the SST is given for reasons in relation to antisocial behaviour, the initial period will always be for twelve months. The SSST can be extended for up to six months by notice granted at the end of the tenth month. Otherwise, the SSST will automatically covert back to an SST at the end of the term.
- 11.5 As well as meeting at least one of the criteria outlined in section 11.2, above, the agreement will only be regarded as a Short SST if Form SSST1 has been served before the tenancy is created. The format and procedure for the SSST1 is described in Scottish Statutory Instrument 2002/315. The Short SST can be terminated by the landlord by serving a notice in the format prescribed by SSI 2002/319 at the end of an 'ish' period.

Policy Change History

Version No:	Substantive Change	Author of Change	Approval	Date	Website
1.0	New front cover & version history applied	Anne Cavinue		01/06/23	Y
2.0	Updates to content and formatting. No substantive changes on policy position – TC Young reviewed	Caroline Hotchkiss		13/08/24	Y
3.0	Minor administrative changes to wording and layout. Updated Equalities, Diversity, and Inclusion guidance.	Caroline Hotchkiss	Board	26/08/24	Y