Residential Lease Policy

Policy Manual Section:	Water Row Company
Policy Number:	WR04
Date Approved by Govan Housing Group Board:	September 2023
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The Water Row Company can provide this document on request, in different languages and formats, including Braille and audio formats.

这分政策可在被要求下提供，有不同的语言和不同的格式，比如大字体，也有录音带和盲文。

ਬੇਨਤੀ ਕਰਨ ਤੇ ਇਹ ਪਾਲਿਸੀ (ਨੀਤੀ) ਅਲੱਗ–ਅਲੱਗ ਬੋਲੀਆਂ ਅਤੇ ਦੂਜੇ ਰੂਪਾਂ ਜਿਵੇਂ ਕਿ ਵੱਡੇ ਪ੍ਰਿੰਟ, ਟੇਪ ਅਤੇ ਬ੍ਰੇਲ ਤੇ ਉਪਲਬੱਧ ہੈ।

ئەم ڕێـــایە بەگۆڕەی داواکاری بە زمانی جۆراوجۆر و شێوەی تر وەکو چاپی یەک گەورە، کاسێتی دەنگ و برایل ئامادە کراوە و دەستەبەر دەکرێت.

یہ پالیسی گذارش کرنے پر مختلف زبانوں اور مختلف صورتوں یعنی جلی حروف میں، ٹیپ پر ریکارڈ شدہ اور بریل لکھائی (نابینا افراد کے پڑھنے والی لکھائی) میں دستیاب ہے۔

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1 Purpose of Policy

1.1 The Water Row Company, a subsidiary of Govan Housing Association manages the Association's residential leases.

1.2 The purpose of this policy is to provide a framework for the management of the Association's residential leased properties. It aims to ensure that leased properties are managed appropriately and in a manner which allows us to work in partnership with other agencies to further aims and objectives whilst ensuring that the Association's own residents are not adversely impacted.

2 Aims & Objectives

2.1 The Association owns a number of properties which are leased to other agencies and organisations providing residential accommodation including local authorities, charities and businesses.

2.2 This document outlines the Water Row Company's approach to the letting and management of its residential leases to ensure that our customers are treated in a fair and consistent way.

2.3 Our objectives include:

- Providing a professional, customer focused service and positive customer experience;
- Providing leased accommodation which is fit for purpose;
- Minimising the time taken to let empty properties and void rent loss.

3 Equal Opportunities

3.1 Our commitment is to provide fair and equal treatment of customers and prospective customers. We will not discriminate, intentionally or unintentionally in the way we advertise, allocate or let our leased properties on the grounds of gender, religion, belief, race, language, colour, ethnic or national origin, sexual orientation, mental or physical health or ability, family circumstances or marital status.

4 Data Protection

4.1 We recognise that confidentiality is important to applicants and will treat information that we receive in the strictest confidence under the Data Protection Act 2018. We will not pass on or discuss with any third party any information provided by any applicant without the applicant's written permission.

5 Persons Connected To Us

5.1 We aim to treat everyone equally as an individual regardless of whether they have a connection with us. To comply with this standard and maintain the confidence of our stakeholders, we will comply with Govan Housing Association Group Entitlements, Payments and Benefits Policy. This means we will ask applicants who fall within the following categories to complete a declaration of interest. The categories are:

- Employees of Govan Housing Association Group;
- Board Members of Govan Housing Association Group;
- Applicants who are closely connected to anyone in the two categories above.

Someone ‘closely connected ‘to you includes family members and persons who might reasonably be regarded as similar to family members even where there is no relationship by birth or law.

5.2 The offer of a residential lease for one of our properties to one of our people or to someone closely connected to them is permitted provided that:

- It is in accordance with this policy; **and**
- Neither the applicant or anyone connected to the applicant is involved in any way or in any part of the allocation process; **and**
- The offer is approved by the Governing Body in advance; **and**
- The lease is recorded as an interest in the appropriate register within five days of it commencing.

6 Allocation and Management of Residential Leased Property

6.1 The decision to lease a property to a third party organisation is delegated to the Director of Customer Services.

6.2 These projects will be considered to allow the Association to make good use of properties and generate income.

6.3 We are committed to ensuring that these properties are managed in partnership with the agencies involved and to ensuring that any issues which may arise are resolved in a timely and appropriate manner, for example anti-social behaviour in leased properties.

7 Residential Lease Agreements

7.1 When we lease a residential property, we will use the standard model lease, seeking legal advice where required.

7.2 The residential lease agreement is a legally binding contract. It sets out the rights and responsibilities of the lease holder(s) of the property and of the landlord.

The lease agreement includes:

- The term (duration) of the lease;
- The amount payable;
- Procedures for the review of the lease and terms of payment;
- The landlord and lease holder's responsibilities for repairs and maintenance, covering structure and interior, installations, access and insurance;
- Termination of lease;
- The process for any alterations / improvements to the property;
- The lease holder's responsibilities in terms of the use of the premises;
- The lease holder's requirements for the upkeep of the property and keeping it clean, tidy and safe;
- The lease holder's responsibilities in terms of adhering to statutory requirements.

7.3 We will make all reasonable efforts to fulfil our part of the contract and we will expect the lease holder to do the same. We will take action against any lease holder who breaches any part of the residential lease agreement.

8 Rent for Leased Property

8.1 Rent charges for our leased properties are set initially using the Local Housing Allowance (LHA) rates as a frame of reference. The charge will be set against a standard framework of a set rate for each property based on the number of bedrooms. For example, in 2023/2034, leased property rent charges were:

Size of Property	**Monthly Rent**
1 bedroom	£550.00
2 bedrooms	£710.00
3 bedrooms	£820.00

8.2 Rent charges will then be reviewed annually in an upwards direction with the increase amount being determined by the Water Row Company Board.

8.3 The increase will be notified to the lease holder, in writing giving no less than one months' notice period.

8.4 Payments are due monthly in advance with the first payment due on the date that the lease agreement commences. A direct debit should be put in place by the tenant to ensure that accurate payments are made on time.

8.5 In the event that an amount remains unpaid for 30 days or more after the date it falls due, The Water Row Company will charge interest at the rate of 10% per annum or the current rate of inflation (whichever is higher).

8.6 Unpaid rent will be pursued in line with the Water Row Company's Lease Debt Recovery Procedure.

9 Equalities & Diversity

9.1 Govan Housing Association along with its subsidiary companies are committed to equality and diversity and 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.

9.2 In line with our commitment to equal opportunities, this policy can be made available free of charge in a variety of formats including large print, translated into another language or on audio tape.

10 Complaints

10.1 Anyone who feels aggrieved by the service they have received from staff in carrying out their responsibilities in relation to this policy and its associated procedures can make an informal or formal complaint.

10.2 All complaints will be fully investigated in accordance with The Water Row Company's Complaints Procedure. A written guide on the complaints process is readily available to customers on request, is on our website and is on display in the reception area of the office.

10.3 Any customer making a complaint will be advised of their right to complain to the Scottish Public Services Ombudsman.

11 Policy Review

11.1 This Policy is scheduled for review every 5 years and will take account of:

- Legislative, regulatory and good practice requirements;
- Association performance;
- The views of customers, scrutiny panels, staff and members of our Govan Housing Group Board.

12 Contact Us

12.1 If you have any questions about this policy, you can contact us in the following ways:

- Telephone: 0141 440 0308
- Email: general@govanha.org.uk
- In writing: The Water Row Company, 35 McKechnie Street, Glasgow, G51 3AQ
- Website: www.govanha.org.uk