

Appendix A

Termination Policy

Prepared by	Fiona Mills, Housing Director
Policy created	N/A
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Reviewed by	Management Committee

Corporate Fit	Internal Management Plan	✓
	Risk Register	✓
	Business Plan	✓
	Equalities Strategy	✓
	Legislation	✓

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乐意翻译

Our policies provide a framework to underpin our vision and values, to help us achieve our strategic objectives.

Our Vision

Local people, local control.

By providing quality homes and services, we will create stronger communities and a better quality of life for our customers.

Our Values

- Focused on the needs of our customers and communities.
- Supportive of our staff and Committee members.
- Responsible, efficient, and innovative.
- Open and accountable.
- Inclusive and respectful.
- Fair and trustworthy.

Strategic Direction

Consolidation and improvement: Applicable to our core business as a landlord & property manager.

Growth: Through the new build opportunities, we are taking forward.

Partnerships: Where this can help to address shared goals and increase capacity and value.

Resilience: A key priority across all parts of our business.

Strategic Objectives

<u>Services:</u>	Deliver quality, value for money services that meet customers' needs
<u>Homes & neighbourhoods</u>	Provide quality homes and neighbourhoods
<u>Assets:</u>	Manage our assets well, by spending wisely.
<u>Communities</u>	Work with local partners to provide or enable services and activities that benefit local people and our communities as a whole
<u>Our people</u>	Offer a great workplace environment that produces a positive staff culture and highly engaged staff.
<u>Leadership & Financial</u>	Maintain good governance and a strong financial business plan, to ensure we have the capacity to achieve our goals.

Our Equalities and Human Rights Commitment

We understand that people perform better when they can be themselves and we are committed to making the Association an environment where employees, customers, and stakeholders can be open and supported. We promote equality, diversity, and inclusion in all our policies and procedures to ensure that everyone is treated equally and that they are treated fairly on in relation to the protected characteristics as outlined in the Equality Act 2010.

Privacy Statement

As data controller we will collect and process personal data relating to you. We will only collect personal information when we need this. The type of information we need from you will vary depending on our relationship with you. When we ask you for information, we will make it clear why we need it. We will also make it clear when you do not have to provide us with information and any consequences of not providing this. We are committed to being transparent about how we collect and use your data, and to meeting our data protection obligations with you. Further information about this commitment can be found within our full Privacy Statements.

Policy Scope & Review

For the purpose of this policy the term Association will include all members of the Tollcross Housing Association Limited. Therefore, all employees, governing body members, volunteers, customers and other relevant stakeholders will be expected to adhere to this policy and/or procedure. All policies and procedures are reviewed every 3 years in line with best practice and current legislation. The Association reserves the right to make additions or alterations to this policy and procedure from time to time. Any timescales set out in this policy may be extended where required.

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1. INTRODUCTION

Tollcross Housing Association understands that there are a variety of reasons and circumstances that require tenants to end their tenancy with the Association. Unfortunately, there are also occasions when it necessary for the Association to take action to bring a tenancy to an end and recover the property.

The Housing (Scotland) Act 2001 states the grounds and methods for either party to end a tenancy and this policy is intended to clarify these as well as to outline the obligations and responsibilities of both parties when a tenancy is to be ended and to give guidance to tenants and staff on the process of ending a tenancy.

2. LEGAL AND REGULATORY FRAMEWORK

This Policy aims to be consistent with all relevant legal and regulatory requirements including those set out below;

2.1 LEGAL FRAMEWORK

In all aspects of the process of ending a tenancy, by either party, the Association will seek to conform and comply with all legislation, performance standards, guidance and good practice that directly and indirectly affects the process. The following legislation applies to this policy:

- The Housing (Scotland) Act 2014
- Equality Act 2010
- Human Rights Act 1998
- Data Protection Act 2018; and
- General Data Protection Regulation (Regulation) (EU) 2016/679)

2.2 REGULATORY FRAMEWORK

The Scottish Social Housing Charter sets outcomes that the Association should meet when applying this policy. They are as follows:

- Equalities
- Neighbourhood and Community
- Access to Housing
- Tenancy Sustainment

3. POLICY AIM AND OBJECTIVES

The primary aim of the Termination Policy is to put a structure in place which ensures that tenancies are ended correctly and that all parties fulfil their respective responsibilities. The policy is also intended to provide guidance to staff on implementing the correct procedures and to

tenants on the requirements placed on them. Arising from these overall aims, the key objectives of the Termination Policy include:

- Ensuring that all tenants ending their tenancies are treated in a fair and equitable manner.
- Recognising and protecting the legal rights of other members of a tenant's household.
- Ensuring that the Association always meets its legal obligations and operates in accordance with good practice guidance.
- Promoting the Association as an understanding and supportive organisation.
- Protecting the Association by minimising rent loss and void periods.

4. ENDING THE TENANCY

There are various ways a tenancy can end:

4.1 WRITTEN NOTICE

A tenant and/or a joint tenant, may voluntarily end their tenancy by giving the Association at least 28 days' notice. The notice should be given in terms of a termination notice, a written letter or an email. The notice should be signed by the tenant/joint tenant (this can be a handwritten signature or electronic signature). In the event of a tenant's death we would require a death certificate or notification from the Local authority to confirm the death of the tenant.

The Association recognises that in some rare cases a signature cannot always be obtained from a tenant due to an illness or medical condition. In these rare cases the termination can be granted given there is substantial evidence that the tenant will not be returning to the tenancy due to that medical condition/illness. In these cases the signature from a power of attorney must be sought after in the first instance and only in cases where there is no power of attorney in place, the Association may accept a signature from a family member, medical practitioner, Social Worker or care provider. This would be at the discretion of the Housing Manager/Director. The details on how to deal with such cases is explained more in the procedure.

4.2 DEATH OF A TENANT

It is always sad to hear about the death of a tenant and the Association staff will fully support family members/next of Kin to end a tenancy for a tenant that has sadly passed away.

In most cases The Association would ask for a photocopy of the death certificate as official notification that the tenant has died and that the tenancy should be ended.

The Association recognises however, that in some cases it may not be always possible to obtain a death certificate as proof of death; therefore the following methods may be used to confirm the death of a tenant:

- Official notification of death from the local authority – this would probably be more relevant to cases that were in receipt of Housing Benefit at time of death
- Confirmation from the Procurator Fiscal's Office
- Confirmation from the relevant registrar office

In the first instance staff should always try to obtain a copy of the death certificate and evidence that they have exhausted this route before the aforementioned list is used.

At the time of notification the next-of-kin of the deceased should be identified and all future correspondence and communication directed to that person.

In the event of a tenant's death the tenancy should be terminated at the date of death. We will give family members 2 week from the date of death to clear the property and hand back the keys. They will not be charged for that 2 week period and this money would be allocated to lost rent. If family members require more time Housing Staff must request that they pay the occupancy charge for the property until the keys are handed in.

4.2.1 IF SOMEONES WISHES TO SUCCEED THE TENANCY

In the event that an eligible person qualifies for succession to the tenancy, the tenancy should be terminated at the date of death and the new tenancy start date for the successor should be the day after the date of death. Whilst the tenancy on our software system should continue, with the new Successor's details, the paperwork evidencing the amendment to the tenancy should be attached and highlighted clearly on the system to show the date the amendment took place.

In most cases when someone succeeds a tenancy the Association processes it retrospectively due to delays of being informed about a death and/or for notification of the death to be received. In these cases retrospective adjustments are sometimes required to be made to the rent account.

In the event that someone may dispute/appeal a succession to tenancy application the Association may create an occupancy charge. This will allow the applicant to reside in the property until a decision is reached and also ensures that such a charge has been created to make clear to them that "rent" is not being charged for the period of the appeal.

More details of Succession of tenancies are set out in the Association's Allocations Policy.

4.3 DECREE/COURT ORDER

The Association can end a tenancy without the tenant's consent by way of a decree/Court order. The most common court orders that are used to end a tenancy is for rent arrears and Anti-Social behaviour.

In order to obtain a decree for the aforementioned reasons the Association staff implement the following policies:

- Current Rent Arrears Policy
- Anti-Social Behaviour Policy

Should a tenant be evicted by the Association the tenant will be charged rent until the day the eviction takes place and the tenancy would then be ended on that day.

4.4 ABANDONMENT BY THE TENANT(S)

Where the Association has reasonable grounds for believing that the property has been abandoned by the tenant(s), the Abandonment Procedures will be invoked.

Staff must be satisfied that the tenant is no longer residing in the property and must carry out all of the relevant checks contained within the abandonment checklist. This must be signed off either by the Housing Manager or Housing Director.

Where the Association has reasonable grounds for believing that one of the joint tenants has left the property and is no longer using the house as their only or principal home, the Abandonment Procedures will be invoked. At the end of the full notice period the tenancy of the remaining joint tenant(s) will continue on the same terms and conditions but as a single tenancy.

4.5 MUTUAL EXCHANGES

Where a tenant of the Association is exchanging houses with either another tenant of the Association or the tenant of another registered social landlord, the tenancy of the outgoing tenant will be ended the day before the new tenancy starts.

4.6 ASSIGNATIONS

Where the Association approves an assignment of a tenancy, the tenancy will not be ended. Instead the tenancy will continue by means of the new tenant (Assignee) signing a minute of Assignment. A name change will be done on the system confirming the new tenant's (Assignee) date of entry. The minute of Assignment will be proof of when the existing tenant (Assignor) transferred their tenancy to the new tenant (Assignee) The new tenant (Assignee) will inherit most rights of the previous tenant's tenancy agreement.

5. THE TERMINATION DATE

The tenancy will be terminated 28 days from the date the notice is received at the office given the keys are handed in by close of business on the agreed termination date. If the keys are not handed in on the agreed date the tenancy will not be terminated until the keys have been handed in. The tenant/joint tenant(s) will be held liable for the rent on the property until the tenancy is terminated.

If a tenant contacts the Association to advise they still wish to terminate but are not in a position to hand the keys in on the termination date the Housing Officer can arrange for a forced access and key change to be done. The tenant may be charged for this, however Housing staff can use their discretion to decide this. Examples of when a tenant may be unable to hand in keys are as follows:

- They have lost their keys
- They are in hospital
- They are in another part of the UK
- They are in prison

This list is not exhaustive but provides the more common reasons for tenants' being unable to hand in keys

If a tenant is due to hand in their keys after terminating but has not contacted the Association to hand in the keys, the Association can serve a 7 day later advising if no contact is made a change lock can be done. However, if staff come across any evidence that the tenant is still living in the property within that 7day period they must stop and try to re-engage with the tenant. It may be that when further attempts are made to engage with the tenant without success, legal action may commence or the abandonment procedures evoked.

6. SHORTENING THE 28 DAY NOTICE PERIOD

In some instances the 28 day notice period can be shortened if the Association is able to pre-let the property. This situation will only arise if the outgoing tenant hands in their keys prior to their 28 day notice period. At this point the Association will terminate the tenancy on the day the keys are handed in and provide the tenant with a termination letter advising they do not have a notice period. The tenancy will then be terminated with immediate effect. This means the outgoing tenant does not have to pay rent for a property they are not living in but means they cannot have their tenancy re-instated after their keys have been handed in.

7. MONITOR AND REVIEW

Regular monitoring will be undertaken by the Housing Managers/Director to check compliance with the law, this policy and associated policies and procedures. This policy will be reviewed every 3 years or when required to address any weakness in the policy or changes in legislation or best practice.

8. COMPLAINTS

Any tenant who feels aggrieved by the service they have received from staff in carrying out their responsibilities in relation to this policy can make an informal or formal complaint to the Association.

All complaints will be fully investigated in accordance with the Association's Complaints Policy. A written guide on the complaints process is readily available to customers on request and is on display in the reception area of the office.

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

FIONA MILLS

HOUSING DIRECTOR

10th OCTOBER 2025

Appendix 1 – Equality & Human Rights Impact Assessment

Policy	Termination Policy		
EIA Completed by	Fiona Mills, Housing Director	EIA Date	October 2025

1. Aims, objectives, and purpose of the policy / proposal

The aim of this policy is to outline the obligations and responsibilities of both parties when a tenancy is to be ended and to give guidance to tenants and staff on the process of ending a tenancy.

2. Who is intended to benefit from the policy / proposal?

Tenants, staff and residents within the local community.

3. What outcomes are wanted from this policy / proposal?

To ensure tenancies are terminated quickly and efficiently and in accordance with all legal and regulatory requirements whilst maintaining excellent performance in lost rent and void turnover KPI's.

4. Which protected characteristics could be affected by proposal?

- | | | |
|-------------------------------------|---|---|
| <input type="checkbox"/> Age | <input type="checkbox"/> Gender reassignment | <input type="checkbox"/> Religion or belief |
| <input type="checkbox"/> Disability | <input type="checkbox"/> Marriage & civil partnership | <input type="checkbox"/> Sex |
| <input type="checkbox"/> Race | <input type="checkbox"/> Pregnancy and maternity | <input type="checkbox"/> Sexual orientation |

5. If the policy / proposal is not relevant to any of the protected characteristics listed in part 4, state why and end the process here.

6. Describe the likely impact(s) the policy / proposal could have on the groups identified in part 4

While the policy does not directly impact on any protected characteristics, this policy could result in a tenant becoming homeless or moving to another property for a specific reason. These are likely to relate to some of the protected characteristics above.

7. What actions are required to address the impacts arising from this assessment? (This might include; collecting data, putting monitoring in place, specific actions to mitigate negative impacts).

Liaising with other partner agencies to achieve positive outcomes and support for individuals.

8. Consider the impact and actions to be considered for the following Human Right articles:

Article 6: Right to a fair trial

Everyone should be given the opportunity to participate effectively in any hearing of their case and present their side.

Impact: N/A

Actions: N/A

Article 8: Right to respect for private life, family life & the home

Everyone has the right to access and live in their home without intrusion or interference.

Impact: N/A

Actions :N/A

Article 14: Prohibition of discrimination

Everyone has equal access to the other rights contained in the Human Rights Act.

Impact: N/A

Actions: N/A