

CLOCH HOUSING ASSOCIATION LIMITED

Meeting of the Housing and Property Services Sub-Committee
to be held on Tuesday 25th February 2020 at 6:15pm
in the Boardroom, 19 Bogle Street, Greenock PA14 1ER.

AGENDA

	By	Timing
- Election of Office Chair Person and Vice Chair Person*		
1. Apologies and Declarations of Interest**	CHAIR	6:15
2. Minutes of Housing & Property Services Sub-Committee 26/11/2019*	CHAIR	6:20
3. Matters Arising/Outstanding Actions**	CHAIR	6:25
4. Property Manager's Report to 31/01/2020**	PSM	6:35
5. Policy Review – Alterations and Improvements Policy*	PSM	6:45
6. Housing Manager's Report to 31/01/2020*	HSM	6:55
7. Policy Review – Domestic Abuse Policy *	HSM	7:05
8. Entitlements, Payments and Benefits Report – Ratification of Decision by Email Protocol*	HSM	7:15
9 Write Off Report – End of Year*	HSM	7:20
10 Leasing Report**	HSM	7:30
11 New Tenant Satisfaction Survey**	HSM	7:35
12. Health and Safety – verbal update**	PSM	7:40
13. AOCB	CHAIR	7:45
14. Date of Next Meeting – 26 th May 2020 @ 6:15pm	CHAIR	7:50

* for approval

** for info/discussion & noting

CLOCH HOUSING ASSOCIATION LIMITED

Report to : Board

Report from : A Thomson, Housing Services Manager

Subject : Entitlements, Payments and Benefits

Date : 27 November 2019

Executive Summary

The main purpose of this report is to advise the Board of a potential allocation of a property to a relative of a staff member and seek approval for this allocation.

The key recommendations in the report are as follows –

1. Provide feedback where appropriate and otherwise approve the allocation and entry to be placed within the Control of Payments and Benefits register.

Financial Implications	No direct financial implications however, ensuring that properties re-let quickly has an impact on the Association's overall cashflow and financial performance.
Risk Considerations	Increased void times and delay in void turn around identified as a key risk. In addition, there is a risk that if allocations linked to staff and Board members are not considered and approved in line with our policy there is the risk of adverse publicity and accusations of nepotism.
Legal Implications	There are no direct legal implications other than that of the rights of the applicant as covered by the Housing (Scotland) Act 2001.
Health & Safety Issues	None
Equalities Assessment	No Issues

Key Issues to Consider

1. Feedback sought on the content of the report.
2. Approval sought for the allocation and entry within Control of Payments and Benefits register.

1 Regulatory Background

- 1.1 The Housing (Scotland) Act 2010 does not restrict or prohibit payments and benefits to governing body members and employees. This is a shift from the former Schedule 7 of the 2001 Act which required approval by the Board of any such perceived payment or benefit. The Association adopted its own Entitlements, Payments and Benefits Policy in October 2015 which covers all aspects formerly covered by the Schedule 7 regime. This report is presented in line with the requirements of the policy.

2 Case Background

- 2.1 The Association is due to make an allocation which is subject to approval in accordance with our Entitlements, Payments and Benefits Policy.
- 2.2 The Association have received a succession application from a close relative of a staff member – their Uncle. This staff member has had no influence on the current allocations process, the uncle is legally entitled to succeed the tenancy as per the Housing (Scotland) Act 2001 and 2014 provisions. Therefore, the applicant's niece or anyone connected to the applicant is involved in any way or in any part of the allocation process
- 2.3 **A two-bedroom flat in Greenock** is available and meets the need of the Staff members' uncle as detailed in the application. The Staff members' uncle has applied for a succession to this property after the death of his mother who was the tenant and he was also registered as living within the property for the prescribed period.
- 2.4 Therefore the property will be offered to the Staff Member's Uncle subject to approval by the Board.
- 2.5 Should the allocation proceed; the undernoted details are required to be recorded as an interest in the Control of Payments and Benefits register held by the Association within 5 days of the date of entry.

**Name of Beneficiary: Mr Philip Lindsay
Will be entered in the register**

**Designation:
Staff Members Uncle**

**Description of Benefit to be granted:
Allocation of property Succession of Flat 0/2 15 Carwood Street
Greenock**

**Date of Board or Sub-Committee Meeting when the Benefit was
agreed:
27 November 2019**

3 Recommendation

- 3.1 It is recommended that the Board approve this report and ratify entry into the Control of Payments and Benefits register.

HOUSING AND PROPERTY SERVICES SUB-COMMITTEE MEETING

ACTION ITEMS ARISING FROM MEETINGS

Agenda Item No.	Action Item	Officer	Due by	Comments/Status/RAG
28th May 2019				
6	Legionella – HMO's to be visited and assessed.	PMcC	27/08/2019	Contract went to tender in December 2019. Contract was awarded on February 2020. Contract starts in March 2020. - Complete
9	Customer Engagement Action Plan to be reviewed on an annual basis following approval of strategy.	AT	31/05/2020	Due May 2020
27th August 2019				
5	Enhanced Voids Trial – Please note that this trial has been extended to end of December due to low numbers of applicable properties	AT	31/12/2019	This is currently being reviewed and the Leadership Team will consider whether to continue with this process.
5	Considering possibility of advertising properties on Gumtree etc. Decision to be taken by HSM in due course	AT	31/12/2019	Following monitoring other local RSL's experiences, we have agreed not to proceed with this.
26th November 2019				
1	It was agreed to postpone election of chair until the next meeting. Must be completed Feb meeting.	Members	25/02/2020	On Agenda for 25/02/2020
2	August's minutes to be revised in line with FOI requirements and sent to members	AT	31/12/2019	Revised and sent to members 16/12/2019
4	Meeting with MPS to resolve non-payment issues.	PMcC	31/12/2019	CHA have provided MPS with a list of jobs awaiting invoice for batch payment in February 2020. Awaiting a response from MPS on settlement.
5	It was agreed that a 'competent medical practitioner' be added to the definition in Adaptations policy.	PMcC	31/12/2019	Additional wording has been added to the policy. Complete
7	Arrears and Legal Action policies approved for adoption.	AT	30/11/2019	Both policies added to policy schedule and website

9	Write Offs of £12k as a result of rent arrears and £7k from rechargeable repairs to be credited on accounts.	AT	30/11/2019	Complete
10	2 Write Offs for tenants who had been declared bankrupt or had entered a trust deed. To be credited on accounts.	AT	30/11/2019	Complete

	Complete – will be removed from report
	Ongoing
	Not Actioned

CLOCH HOUSING ASSOCIATION LIMITED

Report To : Housing and Property Services.

Report From: Paul McColgan, Property Services Manager.

Subject : Property Managers Report.

Date : 25th February 2020.

Executive Summary

The main purpose of this report is to provide an update to the Housing and Property Services Sub-Committee on all aspects of the Property Services Section which will outline performance to date for that financial year and the ongoing work of the section. This report is for the period from 1st April 2019 to 31st January 2020 and 31st December 2019 for the expenditure report.

Financial Implications	To assess expenditure against budget on all maintenance related activities.
Risk Considerations	Monitor contractor performance against target and tenant satisfaction to ensure we maintain our properties to an acceptable standard
Legal Implications	None
Health & Safety Issues	Adherence to The Gas Safety (Installation and Use) Regulations 1998 – Gas Servicing Adherence to CDM Regs 2015
Equalities Assessment	No Issues

Key Issues to Consider

1. General contractor's performance against targets for reactive repairs.
2. Analysis of reactive and void expenditure.
3. Update and information on planned and cyclical maintenance contracts and on-going procurement activities.

Appendices

1. Door Entry tender report to H&PSSC (previously approved electronically).
2. Door Entry report from Consultant (ADA).

CLOCH HOUSING ASSOCIATION LIMITED

1.0 SECTION PERFORMANCE Reactive Repairs Response Times

- 1.1 The table below shows performance against targets for the period 1st April 2019 to 31st January 2020.
- 1.2 Overall performance against Key Performance Indicators are acceptable, and are either on, or close to target with the exception of void repairs.
- 1.3 The failure to meet the void KPI's in the main is due to MPS and has been consistent since the start of the contract in April 2019. Cloch have continually stressed for the need to see improvement in this area which has been acknowledged by MPS.
- 1.4 MPS have assured Cloch that as part of an internal review of their operations they have addressed this by setting up an independent voids team who will concentrate on the void repairs aspect of the contract which was put into place in February. We are continuing to monitor progress against target.

Repairs Performance	1 st April – 31 st July 2019	1 st April – 31 st October 2019	1 st April 2019 - 31 st January 2020	1 st April 2019 – 31 st March 2020
Emergencies 4 hours (96%)	95%	98%	98%	
Non – Emergency Repairs (95%)	92%	93%	94%	
Right to Repair (99%)	100%	100%	99%	
Non-Emergency Repairs Completed Right First Time (90%)	91%	93%	92%	
Avg Time to complete Non-Emergency Repairs (4 working days)	5 days	5 days	5 days	
Avg Time to complete Emergency Repairs (2.5 hours)	3.07 hrs	2.11 hrs	2.27 hrs	
Void properties completed on time (90%)	66%	63%	59%	

2.0 Reactive & Void Maintenance Expenditure

- 2.1 The cumulative reactive maintenance expenditure for the period 1st April 2019 to 31st December 2019 is **£416,720** against a budget for the period of **£434,250**. This equates to a reported underspend of **£17,530**.
- 2.2 The void repairs expenditure for the period 1st April 2019 to 31st December 2019 is **£263,253** against a budget for the period of **£237,600**. This equates to a reported overspend of **£25,653**.
- 2.3 As previously reported to the Committee we have been carrying out “enhanced works” to properties that have been classed as being difficult to let by Housing. The works in general are full decoration and carpet / vinyl floor coverings. The cost of these enhanced works are attributable to the overspend. Further analysis and consideration on the effectiveness of this approach will be undertaken.
- 2.4 Committee will be aware of the on-going issue on the failure of MPS to adhere to the contract conditions by way of providing applications for payments and invoices as set out within the contract. The main reason for this relates to MPS changing their IT system. There is also a view that MPS have not been adhering to the variations process. This issue has been constant almost since the contract started in April 2019 and has been a concentrated effort by Cloch to get this resolved.
- 2.5 In order to resolve the backlog of outstanding applications and invoices we have agreed to provide MPS with a full breakdown of all completed jobs not previously invoiced between 1st April 2019 and 30th November 2019. This has been provided to MPS for review and final agreement on payment for this period.

3.0 Quality Assurance / Customer Satisfaction

Customer Satisfaction

Repairs Satisfaction Texts	Q1	Q2	Q3
No. sent	322	390	316
No. Not Delivered	43	21	32
No. Returned Satisfactory	90	129	101
No. Returned Dissatisfied	13	13	11
Total Returned	103	142	112
% Satisfied	87.8%	89.9%	90.2%
% Response Rate	32.0%	36.4%	35.4%

- 3.1 The above table shows the satisfaction levels for completed jobs up to 31st December 2019 where the tenant is sent a text asking them respond simply

by replying “yes” or “no” to register if they are satisfied or dissatisfied with the completed repair.

- 3.2 All noted expressions of dissatisfaction are investigated and dealt with through our complaints handling procedure.
- 3.3 As an organisation Cloch carries out a monthly review of all complaints received. These include the text messages and also all complaints received by the association. In general, the complaints received relate to issues such as dissatisfaction with the quality of repairs, or the contractor not attending when expected. We also use these complaints as an opportunity to review what practices or procedures can be improved.

Post Inspections

- 3.4 Each month a system generated batch of post inspections of 10% of completed reactive repairs jobs is generated. The table below shows the results of the inspections carried out by the Property Services Officers.

	April - July	April- October	April - December
No. of Post Inspections Carried out	102	216	319
No. Completed Satisfactory	91	197	292
%	89%	91%	92%

- 3.5 Any post inspections which are deemed not to meet the required quality or match the previously instructed repair are automatically brought to the attention of the relevant contractor to be remedied.

4.0 Stage 3 Adaptations

- 4.1 Our allocated grant funding for 2019-20 is £100,000.
- 4.2 For the period 1 April 19 to 31 January 2020 we have completed 58 adaptations; the breakdown of works completed are as below;

Type of Work	No. of Properties
Wet Floor Installations	18
Over Bath Showers	5
Grab Rails / handrails	32
Ramp	1
Beacon Light (Deaf Alert)	2

- 4.3 We submitted our third quarter claim for £25,835.40 in January 2020. To date we have drawn down a total of £66,168.85. This leaves a funding balance of £33,831.15 for the remainder of 2019-20.

- 4.4 In addition we have committed a further £20,269.82 relating to 24 adaptations which are at various stages such as costing, planned or in progress.
- 4.5 This leaves a balance of £13,561.33 for future adaptation requests for the remainder of the financial year.

5.0 Planned Maintenance Update

Painter work Contract (JS McColl Ltd)

- 5.1 Year 3 of the contract was completed in January 2020
- 5.2 As per the terms of the contract, Cloch agreed to the first of the two single year extensions. Final surveys are being carried out by ADA consultants who will provide apportioned owner costs our mixed tenure blocks. A programme of works will also be provided by the contractor.
- 5.3 The anticipated expenditure for year 4 is £132,000. The contract covers 35 common closes and 103 houses.
- 5.4 Works are expected to start in April and completed by September.

Gas Servicing Contract 2017-2021 (James Frew / GasSure)

- 5.5 All 1358 gas appliances have a current and compliant CP12 certificate.

Landscape Maintenance Contract (McDermott / Nurture)

- 5.6 The existing contractor – McDermott`s were acquired by Nurture Landscapes in November 2019. There were no material changes to the contract conditions, and they agreed to operate under the terms and conditions of the I-Flair Framework Agreement which were relevant to this contract.
- 5.7 The contract is due to expire on the 31st March 2020. Originally we had planned to either draw down a new contract from the forthcoming I-Flair Framework renewal which was scheduled to become available in April 2020, or if it was felt that after reviewing the contractors available on the framework we would consider procuring the contract through an open tender activity.
- 5.8 Unfortunately due to a delay in the process involved in procuring the new framework it became apparent that the framework will now not be available as planned for use in April, which in turn also meant that the timescales involved in procuring the tender through the open market would result in a risk that we may not have a contractor mobilised in time for the 1st April 2020.
- 5.9 The biggest risk to this is that our open ground areas could be overgrown for a period of time which not only would detract from the appearance of our areas, but would also incur dissatisfaction from our residents and possibly increase service complaints.

- 5.10 A decision was made to discuss the option of a 1-year contract extension on the existing contract terms and conditions. Nurture confirmed acceptance of this and it was agreed that an inflationary increase of 2% on costs would be applied to the contract value. This increase was included within the existing contract agreement. The contract value is £89,600 and is within budget.
- 5.11 Moving forward this will allow Cloch to consider our future procurement planning for this activity to either procure through the open market or the new framework in plenty of time for April 2021. Committee are asked to note that two other associations in the framework have also adopted this approach.

Smoke Alarm Upgrades / Electrical Periodic Testing

- 5.12 The Board provided approval to award this contract to GD Chalmers at the January 2020 meeting.
- 5.13 The pre-start meeting took place on Thursday 13th February 2020. The next stage is for the contractor to start the communication process with tenants to confirm access which is planned to start mid-March.
- 5.12 It is expected that all properties will be fitted with the new fire and CO detector devices by August / September 2020, subject to access. This is well in advance of the deadline for compliance by February 2021 as set by the Scottish Government
- 5.13 The periodic electrical inspections will be programmed with an estimated completion of December 2020. The data provided by these inspections will form a revision of the programme of re-wires proposed for these properties.

Bathroom Renewals

- 5.14 Year 3 of this contract is due to commence with the march in surveys to the properties. A pre-start meeting is due to be arranged. The total number of bathrooms planned for replacement is 45 with a value of approximately £90,000.

Door Entry / Close Door Renewal Contract

- 5.15 This contract was previously approved by Committee in December 2020. The attached Appendices 1 & 2 are the tender reports previously provided to Committee pending approval.
- 5.14 A pre-start meeting was held in January 2020. We are currently awaiting a confirmed programme which will be provided once the window and door manufacturers confirm material availability. It is expected works will commence in March 2020 with completion by May 2020. The contract value is £155,000.

Lift Maintenance / Upgrade Contract

- 5.15 The maintenance contracts are in place and running at Elliot Court and Cardross View with the new contractor – Classic Lifts
- 5.16 We have now received confirmation of the start date for the lift upgrade at Elliot Court which is week commencing 20th April 2020. Work is expected to last for 6-8 weeks. The value is £90,000.
- 5.17 It is understood that the works will cause short term inconvenience to the residents during this time as the lift will be out of service. Within the contract we have allowed for a temporary stair lift to be installed.
- 5.18 There is a small working group set up comprising of the contractor, property services and housing services who will work to ensure we recognise the issues that the residents may face during this time and work to resolve them as best as possible.
- 5.19 The lift at Cardross View is estimated to start in May 2020. We will adopt the same principles in ensuring we work with the residents and the care staff at this project to minimise disruption and inconvenience.

Gutter Cleaning / Roof Anchor Testing

- 5.21 A full stock gutter clean has been carried out with the exception of 5 closes which have been scheduled to be completed by the end of February.
- 5.22 The contract to inspect and test the roof anchors started in January 2020, and is programmed to be completed by March 2020 subject to access. Patterson Safety Anchors are the nominated contractor for both parts of this contract which is currently in Year 2 of 4.

6.0 I-Flair Framework (2020-2025)

- 6.1 As reported at 5.7 in this report we have encountered a delay in delivering the framework by the expected date of 1st April 2020. It has not impacted greatly on our procurement planning as explained through the extension of the landscaping.
- 6.2 It is anticipated that the contract notice will be published before the end of February with tenders due back mid-March. It is hoped we can attract up to 8 contractors per each lot as detailed below:
- Roofing and External Walls
 - Energy Efficiency Works
 - Replacement Windows and Doors
 - Replacement Kitchens
 - Replacement Bathrooms

- Gas Central Heating
- Gas Maintenance
- Landscape Maintenance
- External Works
- External Decoration

6.3 The estimated value of works across all 8 lots for the 5 years of the framework is £68M. The new framework is expected to be available from May 2020.

6.4 Once the framework is available we will review our planned maintenance programme for the 5-year period of the framework and consider our procurement activities to take account of properties where there may a combination of works such as kitchens, bathrooms, boilers, windows, doors and re-wires.

7.0 RECOMMENDATIONS

7.1 The H&PSSC are asked to note the contents of the report and performance for the period 1st April 2019 to the 31st December 2019. Feedback on any elements of the report is appreciated.



TENDER REPORT

I-FLAIR PROPERTY MAINTENANCE FRAMEWORK AGREEMENT 2016-2020

LOT 3 – WINDOW AND DOOR REPLACEMENT

**DOOR ENTRY INSTALLATION, COMMON CLOSE DOOR REPLACEMENT, EXTERNAL DOOR
REPLACEMENT AND COMMON CLOSE WINDOW REPLACEMENT WORKS**

AT

GREENOCK AND PORT GLASGOW, INVERCLYDE

COMPETED SERVICES (MINI-COMPETITION)

QUANTITY SURVEYOR

A.D.A Construction Consultants Ltd
Pavilion 3, St James Business Park
Linwood Road
Paisley, PA3 3BB
RICS Firm No 745331

Telephone No - 0141 816 0184

DECEMBER 2019

**DOOR ENTRY INSTALLATION, COMMON CLOSE DOOR REPLACEMENT, EXTERNAL DOOR
REPLACEMENT AND COMMON CLOSE WINDOW REPLACEMENT WORKS**

TENDER REPORT

1.0 BACKGROUND

- 1.1 The Contract involves the replacement of existing common close windows, external doors, common close external doors and door entry systems throughout Greenock, Inverclyde.

The proposed works are envisaged to include replacement of existing;

- a) Common close windows at 5 Killearn Road with new UPVC double glazed windows;
- b) External doors (including double frame storm doors to semi-detached bungalows) at Gray Street;
Timber common close front and rear doors (including fanlights) with new metal doorsets to common close flats (refer Appendix A)
Door entry systems with new GDX 5 door entry systems to flatted properties (refer Appendix A)

Bidders were advised within the tender documentation that the properties will remain occupied by the customers of Cloch Housing Association and other occupiers at all times during the surveys and works, and that the Contractor is responsible for maintained safe access and egress from the properties during the construction phase.

- 1.2 The Contract was initially tendered in August and September 2019, with bids received from Everwarm Ltd and Mears Ltd. However, following a significant change to the tender properties and requirements, the initial tender was aborted in October 2019 and new tender invitations sought in November 2019 (refer 2.5).

2.0 TENDER DOCUMENTATION

- 2.1 Tender documentation was developed through;
- a) Sample site surveys undertaken by A.D.A Construction Consultants and Cloch Housing Association; and
 - b) Consultation meetings held between A.D.A Construction Consultants and Cloch Housing Association.
- 2.2 The Contract Period is Five Calendar Weeks.
- 2.3 The Building Contract will be the SBCC Minor Works Building Contract with Contractors Design for use in Scotland (MWD/Scot) 2016 Edition and the Principal Contractor will be responsible for the

design of all the works included within the tender documentation.

- 2.4 Cloch Housing Association elected to invite tenders via Mini-Competition (Competed Services) through Lot 3 - 'Windows and Doors Replacements' of the I-Flair Property Maintenance Framework Agreement 2016-2020.
- 2.5 Tenders were invited through a Quick Quote Notice advertised on the Public Contracts Scotland website on Tuesday 5th November 2019 by A.D.A Construction Consultants Ltd. The Quick Quote invitation was issued to the Lot 3 i-Flair Property Maintenance Framework Agreement 2016-2020 Contractors in accordance with Clause 7.3 of the Framework Agreement document.

The Lot 3 i-Flair Property Maintenance Framework Agreement 2016-2020 Contractors are;

- a) CCG Scotland Ltd
- b) Everwarm Ltd
- c) Mears Limited

- 2.6 Bidders invited to tender were notified in accordance with Schedule Two of the i-Flair Property Maintenance Framework Agreement 2016-2020 and advised the Most Economically Advantageous Tender would be determined on the basis of a 70% Price/30% Quality ratio. In accordance with Schedule Part 2 of the I-Flair Property Maintenance Framework Agreement 2016-2020, Cloch Housing Association elected to carry out a new quality assessment entirely comprising new quality questions and no elements of the Bidders prevailing quality score were carried forward.
- 2.7 The tender pricing period allocated was three calendar weeks and bidders were advised that the tender closing time/date was 12Noon on Tuesday 26th November 2019.
- 2.8 Tender documentation, issued via the Quick Quote Notice published through the Public Contracts Scotland website, included;
- 1) Document 1- Tender Support Document;
 - 2) Document 2 - Conditions of Contract, Preliminaries and Bills of Quantities;
 - 3) Document 3 - Specification;
 - 4) Document 4 - Property Address List and Summary Table of Requirements;
 - 5) Document 5 - The Pre-Construction Health and Safety Information;
 - 6) I-Flair Framework Agreement Document C - Activity Schedule Revision A (Pages 1-14 paragraph 7 only);
 - 7) I-Flair Framework Agreement Document D - Framework Agreement.
- 2.9 Bidders were afforded an opportunity to anonymously ask questions or request further information in relation to the contract, via the Public Contracts Scotland Portal, during the tender period. No questions were received during the tender period.

3.0 TENDER OFFERS RECEIVED

3.1 Tenders uploaded to the Public Contracts Scotland Postbox by 12noon on 26th November 2019 were received from the following organisations;

3.1.1 Everwarm Ltd	£132,829.59
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3.2 The tender offers received and described within 3.1 above are exclusive of VAT.

3.3 Tenders were opened by Cloch Housing Association and A.D.A Construction Consultants Ltd at 15.02 on Tuesday 26th November 2019 at the offices of Cloch Housing Association. The tender opening was attended by David Burrows of Cloch Housing Association, and Rachel Cunningham of A.D.A Construction Consultants Ltd.

3.4 CCG (Scotland) Ltd did not acknowledge receipt of the tender invitation or submit a tender offer. shutdown period.

3.5 A postbox response was received from Mears Ltd. However, the response only included the Bidder's quality questionnaire response and a tender price offer was not submitted by Mears Limited, and therefore an evaluation could not be undertaken on the Bidder.

4.0 TENDER EVALUATION

4.1 Everwarm Ltd tender was initially examined for their compliance and arithmetical correctness. The tender after the initial check and calculation of the provisional quality/price scores was confirmed as;

a) Everwarm Ltd	£132,829.59
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All tender prices and rates stated within this report are exclusive of VAT.

4.2 TENDER OFFER RECEIVED FROM EVERWARM LTD

4.2.1 The tender offer received from Everwarm Ltd was arithmetically correct.

4.2.2 The bidder has indicated they propose to use a scaffolding contractor, AS Scaffolding.

4.2.3 The Bidder has provided an alternative nine week programme for undertaking the works, which is four

longer than the contract period of five weeks stated within the tender invitation.

- 4.2.4 The Bidder provided a completed and compliant Form of Tender page.
- 4.2.5 Everwarm Ltd have provided a breakdown of their preliminaries costs including management and staff, site accommodation and access scaffolding.
- 4.2.6 The Bidder has not signed the Conditions of Contract or Appendix 1 pages.
- 4.2.7 The rates entered with Everwarm Ltd tender submission are unchanged from the aborted tender bid of September 2019.
- 4.2.8 Everwarm Ltd have not proposed any amendments to the named suppliers and components stated within the tender documentation.

5.0 QUALITY PRICE ASSESSMENT

- 5.1 The Bidders quality questionnaire response is unchanged from Everwarm Ltd submission for the aborted tender of October 2019.

Evaluation of the Bidders response to the tender Quality Questionnaire were undertaken by Rachel Cunningham of A.D.A Construction Consultants.

A separate evaluation was also undertaken by Paul McColgan and David Burrows of Cloch Housing Association which produced by same quality/price evaluation outcome.

7.0 TENDER EXPIRY DATE

- 7.1 Tenders remain open for acceptance by Cloch Housing Association until Thursday 27th February 2020.

8.0 RECOMMENDATION

- 8.1 A.D.A Construction Consultants Ltd recommend, taking into account the above comments and subject to available finance, that the Tender offer received from Everwarm Ltd who have provided the most most economically advantageous tender, should be accepted for the Contract.



Alan Shanks

11th December 2019

A.D.A Construction Consultants Ltd

RICS FIRM No 74533

APPENDIX A

TENDER ANALYSIS

	<u>Description</u>		<u>Everwarm Ltd</u>
1	Common Close Window Replacements - 5 Killearn Road	£	1,753.89
2	External Door Replacement Works - Gray Street	£	13,743.17
3	Common Close Doors - 2 Bawhirley Road	£	4,376.46
4	Common Close Doors - 4 Bawhirley Road	£	4,173.54
5	Common Close Doors - 15 Carwood Street	£	4,208.88
6	Common Close Doors - 17 Carwood Street	£	4,173.54
7	Common Close Doors - 7 Lyle Street	£	2,104.44
8	Common Close Doors - 9 Lyle Street	£	4,563.42
9	Common Close Doors - 11 Lyle Street	£	4,350.24
10	Common Close Doors - 13 Lyle Street	£	4,617.00
11	Common Close Doors - 58 Regent Street	£	3,024.42
12	Common Close Doors - 5 Trafalgar Street	£	2,671.02
13	Common Close Doors - 100 Cathcart Street	£	3,751.50
14	Common Close Doors - 14 Cross Shore Street	£	3,751.50
15	Common Close Doors - 5 Killearn Road	£	4,072.08
16	Common Close Doors - Sets of Keys	£	1,261.98
17	Door Entry Replacement - 2 Bawhirley Road	£	2,782.42
18	Door Entry Replacement - 4 Bawhirley Road	£	2,782.42
19	Door Entry Replacement - 15 Carwood Street	£	2,881.13
20	Door Entry Replacement - 17 Carwood Street	£	2,858.33
21	Door Entry Replacement - 6 Hope Street	£	2,483.81
22	Door Entry Replacement - 8 Hope Street	£	2,683.81
23	Door Entry Replacement - 10 Hope Street	£	2,683.81
24	Door Entry Replacement - 12 Hope Street	£	2,881.13
25	Door Entry Replacement - 5 Hay Street	£	2,683.81
26	Door Entry Replacement - 7 Hay Street	£	2,683.81
27	Door Entry Replacement - 7 Lyle Street	£	3,387.11
28	Door Entry Replacement - 9 Lyle Street	£	2,831.66
29	Door Entry Replacement - 11 Lyle Street	£	2,881.13
30	Door Entry Replacement - 13 Lyle Street	£	2,881.13
31	Provisional Sum for Additional Stone Repairs	£	<u>3,000.00</u>

		<i>forward</i>	£	108,982.59
		<i>forward</i>	£	108,982.59
32	Contingencies		£	<u>5,000.00</u>
			£	113,982.59
33	Main Contractor Preliminaries		£	<u>18,847.00</u>
34	Total Works Cost excluding VAT		£	<u><u>132,829.59</u></u>

CLOCH HOUSING ASSOCIATION LIMITED

Report To : Housing and Property Services.

Report From: Paul McColgan, Property Services Manager.

Subject : Door Entry / Close Doors / Windows: Tender Report.

Date : 13th December 2019.

Executive Summary

The main purpose of this report is to provide the Committee with a tender report relating to the recent procurement exercise carried out through the I-Flair Framework Agreement for the upgrade of door entry systems, renewal of close doors, windows and property entrance doors. Committee are asked to provide approval to award.

Financial Implications	To ensure the procurement of the contract demonstrates value for money. Approval is in line with current policies.
Risk Considerations	To ensure the contract continues to maintain our stock to an acceptable standard to minimise early component replacement and associated costs.
Legal Implications	Adherence to relevant Procurement Legislation
Health & Safety Issues	Adherence to Health & Safety Regulations relevant to the works required under the contract including CDM Regs 2015
Equalities Assessment	No Issues

Key Issues to Consider

1. Information on procurement route.
2. Details on tenders received.
3. Analysis of submitted costs v budget & future provisions.

APPENDICES

Appendix 1. Tender Report from Consultants (A.D.A)

CLOCH HOUSING ASSOCIATION LIMITED

1.0 Background Information

- 1.1 Our Planned Maintenance Programme for 2019 / 20 identified replacement works to various sites for Door Entry Systems / Close Entrance Doors / Common Close Windows and Property Entrance Doors.
- 1.2 Originally some of the door entry upgrade works were scheduled for 2018/19, however the procurement of this was delayed and a decision was made to merge this work with the 2019/20 programme.
- 1.3 On review of the combined component replacement works it was considered reasonable to include all these works within Lot 3 of the existing I-Flair Framework through a competed services mini-competition.
- 1.4 Previously in October 2019 we carried out this tender exercise however a decision was taken to abort this due to a discrepancy with the number of properties to be included in the contract, and as such a revised tender was issued on the 5th November 2019. All 3 contractors who had previously been invited to tender were notified and offered the opportunity to participate in the new activity.
- 1.5 Prior to carrying out this procurement activity, the anticipated budget was £155,000.
- 1.6 Works are anticipated to be completed by May 2020.

2.0 Tender Information

- 2.1 We utilised the services of A.D.A Construction Consultants Ltd to assist in the procurement exercise, including the production of tender documents, providing technical assistance, managing the tender activity on Public Contract Scotland (PCS) and providing a tender report to Cloch Housing Association, as detailed in Appendix 1 (Tender Report from ADA).
- 2.2 The Most Economically Advantageous Tender would be selected on a 70% Price / 30% Quality ratio.
- 2.3 The closing date for submissions was Tuesday 26th November 2019. A total of 2 submissions were received.
- 2.4 Upon further analysis of the tenders, Mears Ltd had failed to include the contract cost with their submission as they had only provided their response to the qualitative element. We were unable to accept their tender as being compliant.

- 2.5 Everwarm had provided a clean and compliant submission with the qualitative response unchanged from the October tender submission.
- 2.6 The submission from Everwarm was deemed to provide the Most Economically Advantageous Tender.

3.0 Financial Implications

- 3.1 As detailed at 1.5 of this report, the initial anticipated budget is £155,000.
- 3.2 As described in the tender report, the bid provided by Everwarm was £132,829.59 plus VAT (£159,395.50).
- 3.3 Given that the tender value is only £4,395.50 above budget (2.75%), it is felt that costs are reasonable and reflective of the required works. Savings may also be made through the provisional sums and contingencies allocated within the cost submission.

4.0 RECOMMENDATIONS

- 4.1 The Committee are asked to note the content of the tender report and to provide approval to award the contract to Everwarm. Comment on any elements of the report are welcome.

CLOCH HOUSING ASSOCIATION LIMITED

Report to : Housing and Property Services Sub Committee

Report from : Paul McColgan, Property Services Manager

Subject : Alterations and Improvements Policy Review

Date : 25th February 2020

1 Executive Summary

The Alterations and Improvements Policy has been reviewed and is attached for comments/approval:

Financial Implications	None
Risk Considerations	All significant risk considerations are detailed within this policy; the absence of this policy would leave the Association open to challenge
Legal Implications	All legislative considerations are detailed within both policies.
Health & Safety Implications	All Health and Safety issues relating to the delivery of providing this service are covered within this policy.
Equalities Assessment	n/a

2 Background

2.1 This Policy has been reviewed and updated in accordance with current practice and statutory requirements.

3 Recommendation

3.1 Committee are asked to consider and approve this policy and make comment where appropriate.

Alterations & Improvements Policy

Customer Focus

Respect

Communication

Integrity



www.clochhousing.org.uk



1.0 Introduction

- 1.1 This policy describes the Association's arrangements for responding to requests from tenants to carry out alterations or improvements to their property at their own expense, and for managing situations where it is discovered that unauthorised alterations or improvements have been carried out.

2.0 General Aims of the Policy

- 2.1 This policy focuses on the procedures, including application and consent requirements to assist tenants who wish to carry out alterations and improvements which are in general not deemed to be the responsibility of Cloch Housing Association as the Landlord.
- 2.2 The Association's policy will comply with the Housing (Scotland) Act 2001, and The Scottish Secure Tenants (Compensation for Improvements) Regulations 2002.

3.0 Definitions

- 3.1 Alterations and improvements are where a tenant, at their own cost wishes to carry out internal or external works to their home. Examples of an alteration includes:
- the replacement of electrical fittings such as lighting
 - renewal of the kitchen or bathroom
 - erecting a structure such as a shed, or fencing
 - Fixing a satellite to the building
 - Installing laminate or tiled flooring
- 3.2 Medical Adaptations – The term relates to the types of works carried out within and around the home as per a medical assessment (CL1) from the Council's Occupational Therapist or a competent medical practitioner. The types of work are generally:
- Installation of wet floor shower areas
 - Installation of over bath showers
 - Supply and fitting of handrails
 - External ramps.
- 3.3 The cost for these works is currently grant funded by the Scottish Government and carried out by the Association upon receipt of a CL1 as detailed above. This process is detailed separately within or Adaptations Policy.

4.0 Applications Requests

- 4.1 When Cloch receives a request from a tenant for permission to carry out alterations or improvements to their home the Association will provide the tenant with an Alterations/ Improvement form requesting that it is completed and returned. The Association will not refuse permission unreasonably.

- 4.2 Requests can be received in person at the office, by e-mail, telephone, website or portal.
- 4.3 If we do not respond to the request within 28 days, we are taken to have agreed to the request.

5.0 Assessment and Decision

- 5.1 In order to consider the application it may be necessary to request that an inspection is also carried out by the Property Services Officer. In the response the Association will advise the tenant if we agree to the proposed alterations and if so, whether we attach any conditions, these include ensuring the tenant has received any necessary approvals (eg planning permission or building warrant).
- 5.2 If the Association refuses permission, we will inform the tenant in writing, explaining our reasons for refusal. The timescale for responding will be within 28 days of receipt of the written application.
- 5.3 The tenant will have a right to appeal against the refusal or any attached conditions. This will be dealt with through our complaints handling procedure.

6.0 Consent

- 6.1 The Association must be satisfied that any proposed works will not adversely affect the property, neighbouring properties or tenants.
- 6.2 Any proposed works must meet all relevant standards in respect of materials, workmanship, and safety. Furthermore, the manufacturers' recommendations for installation and maintenance must be complied with and the work carried out by a competent person. Where applicable, as with gas for example, this will be by a recognised professional having membership of a relevant body, e.g. GAS SAFE.
- 6.3 All proposed works must comply with legislation and any standards relevant to the Association e.g. SHQS, EESSH, CDM 2015.
- 6.4 The completed works must not detract from the future letting potential of the property.
- 6.5 Approval to an application will be provided in writing, the Association will also inform the tenant whether the Right to Compensation for Improvements will apply and provide details of the scheme.
- 6.6 Tenants will be advised that they will be responsible for all ongoing repairs and maintenance costs associated with the alteration/improvement. Where a fixture or fitting installed by the tenant is later removed the tenant may be asked to reinstate the property to its original condition.
- 6.7 In the event that the Association discovers any unauthorised alterations a decision will be made whether to provide written retrospective consent, remove/reinstate the unauthorised works or require that the tenant removes or

reinstates the alteration. Any costs incurred by the Association for the making good of all unauthorised works may be re-charged to the tenant.

- 6.8 All completed works may be subject to a post inspection by a Property Services Officer to ensure compliance with the application and consent granted.

7.0 New Developments

- 7.1 During the first year after handover for a new home, or major improvement to a property, this will be subject to one full years guarantee from the contractor. To ensure that the guarantee is not invalidated restrictions may be placed on the alterations to the property that tenants may wish to carry out.

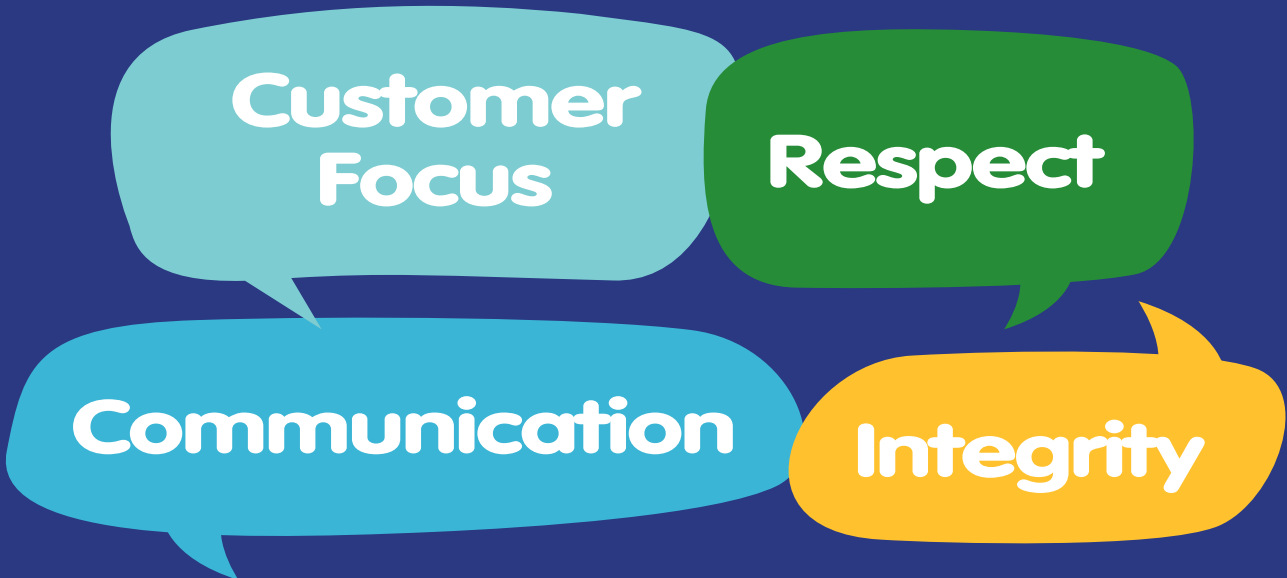
8.0 Compensation for Improvements

- 8.1 Where a tenant has carried out alterations or improvements with permission, they may be entitled to compensation at the end of the tenancy as detailed within the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002.
- 8.2 Only installations or replacement of an item listed in Appendix 1 are eligible for compensation. No other requests for compensation for tenant alterations or improvements will be considered by the Association.
- 8.3 The Scottish Secure Tenants (Compensation for Improvements) Regulations 2002 applies only to work done from 30/9/2002 onwards. If the works qualify and conditions are met the qualifying person is entitled to compensation when the tenancy ends. The Association has 28 days after its receipt to respond to the claim.
- 8.4 Mandatory Conditions:
- 8.4.1 The tenant must have the written consent of Cloch Housing Association for the improvement/alteration works undertaken
- 8.4.2 Deadline to apply- claims for compensation should be made in writing by the qualifying person within the period starting 28 days before and ending 21 days after the tenancy comes to an end.
- 8.4.3 All claims should be accompanied by receipts, invoices and any other documentation in support of their claim. Claims cannot be made for appliances or a tenants own labour in carrying out work.
- 8.4.4 No payment will be made for an improvement if the amount of compensation would be less than £100.
- 8.4.5 The Association will set off set any compensation payment against any debt owed by the qualifying person.

Qualifying Improvements

APPENDIX 1

Improvement	Notional Life (years)
Bath or Shower	12
Wash hand basin	12
Toilet	12
Kitchen Sink	10
Storage cupboard in bathroom or kitchen	10
Work surfaces for food preparation	10
Installation of mechanical ventilation in bathrooms or kitchens	7
Thermostatic radiator valves	7
Insulation of pipes, water tank or cylinder	10
Loft insulation	20
Cavity wall insulation	20
Draught proofing of external doors or windows	8
Double glazing or other window replacement or secondary glazing	20
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	20
Security measures, excluding burglar alarms systems	15
Sound insulation	20
Space or water heating	12



CLOCH HOUSING ASSOCIATION LTD	
Policy Name	Alterations & Improvements Policy
Policy Category	PS
Policy Number	078
Date Adopted	01/10/1997
This Review	25/02/2020
Next Review	February 2023
Equalities Impact Assessment Required	
Link to other policies	
Consultation	
Need for Procedure	

CLOCH HOUSING ASSOCIATION LIMITED

Report to : Housing and Property Services Sub Committee

Report from : A Thomson, Housing Services Manager

Subject : Housing Managers Report to 31st January 2020

Date : 25th February 2020

Executive Summary

The main purpose of this report is to advise the Sub Committee on the recent activity of the Housing Services Department and to provide information on performance management.

The key recommendations in the report are as follows –

1. Provide feedback where appropriate and otherwise note the contents of the report.

Financial Implications	No direct financial implications however, ensuring that rent is paid timeously and properties re-let quickly has an impact on the Association's overall cash flow and financial performance.
Risk Considerations	<p>Welfare Reform and specifically any increase in arrears because of the Introduction of Universal Credit (UC) has been identified as a key risk for the Association. As is increasing rent arrears generally. Tenants moving to direct payment of UC due to Scottish Flexibilities has resulted in an increase in technical arrears and this will mean a reduction in cash flow for the association that must be considered a significant risk albeit an expected risk.</p> <p>Poor performance of the Association is already identified as a key risk; this report allows the sub-committee to monitor key performance areas regularly.</p> <p>Increased void times and delay in void turn around identified as a key risk.</p>
Legal Implications	Should technical arrears continue to increase the Association might need to consider the impact on covenants for existing loan agreements.
Health & Safety Issues	None

Equalities Assessment	No Issues
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Key Issues to Consider

1. Feedback sought on general performance
2. Note that non-technical arrears have increased by 0.22% since the last report to 1.24%(1.2.1)
3. Note that the ARC average re-let time has reduced from 33.69 days at last report to 30.28 days. (1.2.3)
4. Note that 97% of Anti-social behaviour complaints have been resolved within locally agreed timescales (1.2.5)

Appendix 1: Rent Arrears Performance Statistics to 31/01/2020

Appendix 2: Allocations/Lettings Performance Statistics to 31/01/2020

Appendix 3: Estate Management and Anti-Social Behaviour Statistics to 31/01/2020

Appendix 4: Legal Action Statistics to 31/01/2020

1. BACKGROUND

- 1.1 Every meeting the Housing and Property Services Sub-Committee will receive a report on all aspects of the Housing Services Section which will outline performance to date for that financial year and the ongoing work of the section.

2. SECTION PERFORMANCE

- 2.1 Appendix 1 and 2 provide a breakdown of the main operational areas and show at an easy glance, how we are performing against target, in the current financial year.
- 1.2 A summary of our current performance is highlighted below.

1.2.1 Arrears (Appendix 1)

- Our housing services team were working to a target where total non-technical¹ arrears do not exceed **1.20%** of the total gross rent receivable at the end of the financial year 2019-20. At the end of January 2020, these arrears stood at **1.02%** that means that the arrears percentage has increased by **0.22%** since your last report. The value of current tenants' non-technical arrears at the end of January was **£83,220** an increase of **£14,809** since the last report. The arrears are at a similar position to the corresponding period in 2018/2019 of **1.22%**. We do not take account of any technical arrear for statistical purposes until the UC claim is in payment. We are now slightly above target however, arrears generally increase during the Christmas period and we are confident of reducing the outstanding amount below target by year end.
- We aim to ensure that the non-technical rent arrears of former tenants do not exceed **0.5%** of the total rent due at year-end. At the end of January, these arrears amounted to **0.43% or £29,372** this has reduced from **0.57%** at the time of the last report. In addition to ongoing collection, several cases will be written off during 2019/2020 in accordance with the Association's policy and procedures that will hopefully result in the target being met at year-end. End of Year write offs are being presented at tonight's meeting.

1.2.2 Universal Credit (Appendix 1)

- There are currently **321** of our tenants (22.85% of current tenants) in receipt of UC at the end of **January** (down from 324 in last report). The decrease is likely to be because of seasonal workers obtaining work.

¹ Non-technical arrears exclude arrears due to delays (technical) in the administration of housing benefit by the local authority.

- Several tenants have taken up the option to have their Universal Credit payments made direct to the Association as part of the Scottish Flexibilities, this has resulted in a large increase in our technical arrears figure as these payments are made later than when the tenant themselves would usually have received the payment. Housing and Finance Services Staff are monitoring this closely. It should be noted that the DWP have indicated that payments will be made monthly in line with when tenants receive their payment which would be of great benefit to the Association as there would be a shorter delay in payment, there is no confirmed date for when this will commence.
- Universal Credit cases account for **46.99%** of our current non-technical arrears with Housing benefit **6.08%** of this.

1.2.3 Allocations & Void Control Performance (Appendix 2)

- At the end of **October**, the ARC void rent loss amounted to **0.66%** of the rent receivable (actual); the Scottish average is 0.88% (ARC 2018/2019). The target of 0.50% is inextricably linked to the void performance that is noted below; the volume of voids occurring during the year is expected to be around 10% of total stock, that is average for a housing association of our size.
- The number of re-lets is, to some extent, outwith our control but we can reduce their effect on overall rent loss by the efficient letting of properties when they become empty. Our target for all ARC lets in 2019/2020 is **25 days**. Re-let times to the end of **January** were **30.28 days** (down from **33.69 days** in last report) a further breakdown of this is provided in Appendix 2.
- We have had issues with our previous contractor (Novus) who handed a number of incomplete properties over at the contract end date and the new contractor needed extra time to catch up with these properties. Furthermore, due to system and staffing changes within MPS we have seen a reduction in quality and turnaround of void properties in recent months, this is being pursued by the Property Services team but this is likely to have a consequence on future void turnaround times.
- In addition, like most landlords locally, we have been experiencing an increase in refusals of offer and a general lack of bids on the choice-based lettings system in certain areas. We have made changes to our systems to allow us to monitor this and analyse the results in more detail.
- These issues combined, have resulted in the Association being closer to our challenging void loss target, but still ultimately over target at this stage.

1.2.4 Inverclyde Common Housing Register (ICHR)

- The ICHR application statistics as at 31 January 2020 are as follows:

- 4263 applications verified and active as at time of reporting.
- 123 applications suspended on system mostly for two refusals of an offer in line with the policy or for no contact from review.
- 1690 Applications have been cancelled, usually at the applicant's request, because of the review, or due to being rehoused.

As you are aware, all ICHR services are currently being delivered from each landlord's own offices following the de-centralisation of the service. A project lead has been appointed to deliver the updated software so that we can implement the new policy which was approved in late 2018. This has been delayed by the software developers and won't be ready until July 2020 at the earliest. Committee will be kept advised of progress.

1.2.5 Estate Management & Anti-Social Behaviour (Appendix 3)

- During the period 1 April 2019 to 31 January 2020, the Association received **189** estate management complaints; the average time to resolve these complaints is **7.33** working days, which is within our locally agreed target of **28** days. Overall **96%** of cases were resolved within the locally agreed targets.
- During the same period the Association received **147** antisocial behaviour complaints, the average time to resolve these complaints is around **12.38** working days. **97%** of cases have been resolved within the locally agreed targets against the Scottish average of 87.86% (ARC 2018/2019). Some cases can be over target dependent on the complexity of the case and the number of times the Association is involved in the complaint.

1.2.6 Legal Action / Abandonment (Appendix 4)

- At 31 January 2020, the Association had issued **47** Notice of Proceedings (NOPs) and commenced **22** new court actions. During the same period, **3** decrees for eviction were awarded and **0** decrees were implemented resulting in the property being recovered. We have had **0** minutes of recall (where an appeal has been lodged after a decree was granted), and **2** tenancies given up prior to the decree being implemented. The 3 decrees awarded have resulted in 2 terminations prior to eviction and 1 tenant passed away before the decree was implemented. This means that there are **No** decrees pending appeal (minute of recall) or due to be implemented.
- In addition to NOP's served, the Association issued **7** abandonment notices to tenants we believed had vacated their tenancy without notice, **4** second abandonment notices have been issued; resulting in **4** properties being recovered under the abandonment procedure to date. In addition, **0** notices have been served on joint tenants who no longer held any interest in the property concerned; this does not result in the property

becoming void but merely the tenancy reverting to a sole tenancy once the 2nd notice is issued of which 1 was issued during the year (carried over from last year).

2 OTHER RELEVANT UPDATES

2.1 Houses in Multiple Occupation (HMO) Applications - We have now received the licence for renewal applications at Cardross View and 48 MacGillivray Avenue, they are subject to upgrades recommended to the property by the council/Scottish Fire & Rescue. Following legal advice, we have agreed to further works at these addresses including the installation of fire doors and Emergency Lighting at Cardross View. These works are yet to be completed

2.3 Regular Tenant Visits – This year's visits are underway and should be completed by the end of February.

2.4 Rent and Service Charge Restructure – As you are aware, North Star Consulting presented their report at August's board meeting and the model and implementation process was approved. With the rent increase also being approved in January by the Board letters have been sent to all tenants with details of their new rent charge from 1 April 2020.

2.5 Homelessness Update

As you are aware, I met with the Homeless Services Team Leader on 4th October 2019 as I requested a meeting to discuss various aspects of joint work where we had not had any discussions recently:

- Section 5 Referral Protocol – The protocol is due for review and I was conscious that we had not had any feedback from the Homeless Service. They have now agreed to meet with all landlords individually and propose changes to the protocol where appropriate however, this may be superseded should the local authority move towards an RRTP approach to homelessness (see below). There has been no further update on this at this time.
- Rapid Rehousing Transition Plan (RRTP)/Housing First – RRTP is a programme of work across all local authorities led by the Scottish Government aimed at transforming and improving temporary accommodation and homelessness support in Scotland. The ultimate aim is to have housing constantly available whereby temporary accommodation and the use of Bed and Breakfasts will be reduced significantly or indeed ended. Inverclyde Council has submitted its RRTP to the Scottish Government and made funding requests without any real tangible consultation with the Association or other local RSL's. Paul McVey and I are pursuing this with Inverclyde Council and the Homeless Service to ensure that our voice is heard.

Similarly, there has been little discussion with Cloch regarding the proposal to adopt the Housing First model within Inverclyde. Housing First is a project which provides secure tenancies to those enduring homelessness and complex needs. The current system of housing individuals in expensive, unfit for purpose B&Bs and hostel accommodation, with limited facilities and limited support, is said to be a chief cause of repeat homelessness. Again, Cloch want to be involved in this project and we have recently met with Inverclyde Council/HSCP to take this forward, a further meeting and sub-group meetings are being arranged.

2.6 Rent Payment Methods

It is our intention to carry out a review of the options open to tenants for making rent and other payments to the Association. At present most of our payments are handled by Allpay with payments via the My Cloch Portal coming via WorldPay. Our contract with Allpay expires in March 2021 and therefore we have given them the required 12 months' notice to terminate the joint contract with OTHA. This now gives us adequate time to review our options.

2.7 Domestic Abuse / Make A Stand

The new Domestic Abuse Policy is being presented at tonight's meeting for approval and this has been developed following the Association signing up the CiH Make a Stand pledge on domestic abuse - <http://www.cih.org/makeastand>

Once approved, we will then be meeting internally to discuss other aspects of the pledge that we will be implementing over the coming months, these include making changes to our own staffing policies to recognise domestic abuse amongst staff, appointing a champion for domestic abuse and promoting the new policy and pledge, amongst other things. Committee will be kept advised of progress.

2.8 Kings Glen Allocations / Lettings Plan

Our development at Kings Glen is likely to come off site from January-March 2021, we have begun to publicise the development within our newsletter and on our website - <https://www.clochhousing.org.uk/kings-glen-development/>

We also now need to consider this development as part of our Lettings Plan which will come to the Sub-Committee at our next meeting in May. However, I think it would be prudent for the sub-committee to have a discussion around expected quotas for this development in particular. This will be our first development in circa 10 years and the Director and I agree that we should possibly consider increasing the quota for our own tenants being offered properties within the development as due to our lack of development work in

recent years our tenants have been less able to access new build stock than other RSL tenants in Inverclyde.

Therefore, it is proposed that the Sub-Committee considers increasing the allocated quota for Kings Glen to transfer applicants from the normal 20% (which would be 11 properties) to either 25% (circa 14 properties) or 30% (circa 17 properties) of the 57 Units available. This would mean that there would be a minimum of 36 properties available for general let, taking account of the 4 flats already committed for the Throughcare project previously discussed at Board.

The Sub-Committee are asked to discuss this and come to agreement on the quota specifically for the Kings Glen site, any decision will then be reflected in the Lettings Plan when it is presented for consideration at May's meeting.

3 STAFFING

- 3.1 The part-time Senior Housing Officer who was on long-term sick leave has now returned to work, initially on a phased basis, but the team is now fully staffed again at the time of reporting.

4 CONCLUSION & RECOMMENDATION

- 4.1 It is recommended that the Sub-Committee note the content of the report and appendices and comment where appropriate.
- 4.2 Sub-Committee are also asked to discuss the quotas for Kings Glen at 2.8 above and agree the quota for transferring tenants for the new build development.

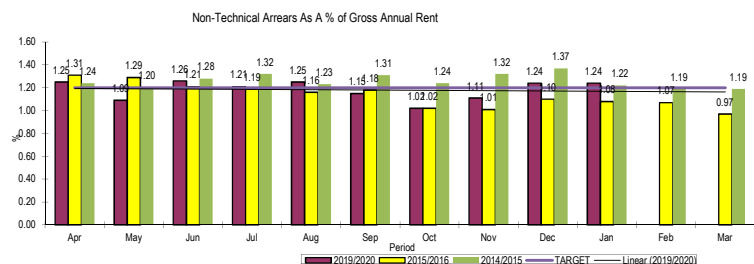
Appendix 1

Arrears Performance as at: 31 January 2020

1.1 ARC FIGURES (DOES NOT INCLUDE SHARED OWNERSHIP etc.)

Arrears Table	Non Technical		Technical		Total	
	£	%	£	%	£	%
Current Tenant	£ 82,843.21	1.24%	£ 34,984.04	0.01%	£ 117,827.25	1.76%
Former Tenant	£ 29,372.33	0.44%	£ -	-	£ 29,372.33	0.44%
Total Arrears	£ 112,215.54	1.67%	£ 34,984.04	0.01%	£ 147,199.58	2.19%

Performance Indicator	Target 2018/2019	Current Performance	Performance Against Target	CHA Year End Performance 2017/2018	National Average 2017/2018
Current Technical Arrears	0.75%	0.52%	-0.23%	0.50%	n/a
Current Non-Technical Arrears	1.20%	1.24%	0.04%	1.20%	n/a
Total of Current Arrears	1.95%	1.76%	-0.19%	1.70%	n/a
Former Tenant Arrears	0.50%	0.44%	-0.06%	0.37%	n/a
Gross Rent Arrears	2.05%	2.19%	0.14%	2.08%	518.00%



1.2 Gross & Non Technical Arrears Performance - Year to Date

	April	May	June	July	August	September	October	November	December	January	February	March
Current Gross Arrears	£ 132,670.46	£ 133,081.99	£ 154,651.28	£ 160,510.48	£ 168,967.74	£ 124,472.10	£ 94,849.80	£ 98,851.72	£ 115,751.87	£ 118,204.88	£ -	£ -
Non Technical Arrears	£ 83,805.11	£ 72,730.20	£ 83,427.80	£ 80,909.45	£ 83,713.56	£ 77,274.44	£ 68,428.75	£ 74,121.51	£ 83,441.21	£ 83,220.84	£ -	£ -
Non Tech %	1.25	1.09	1.26	1.21	1.25	1.15	1.02	1.11	1.24	1.24	-	-
Non Tech Target	1.20%	1.20%	1.20%	1.20%	1.20%	1.20%	1.20%	1.20%	1.20%	1.20%	1.20%	1.20%

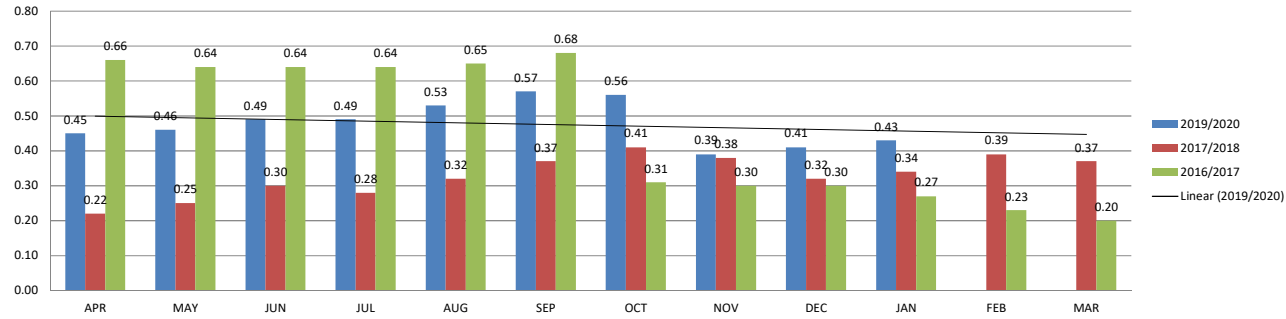
1.3 Former Arrears Cases

No in Arrears	Average Debt	Arrears at Year Start (31/03)	Arrears at Period End	Amount Written Off
62	£ 483.02	£ 30,269.22	£ 29,947.05	£ 20,170.73

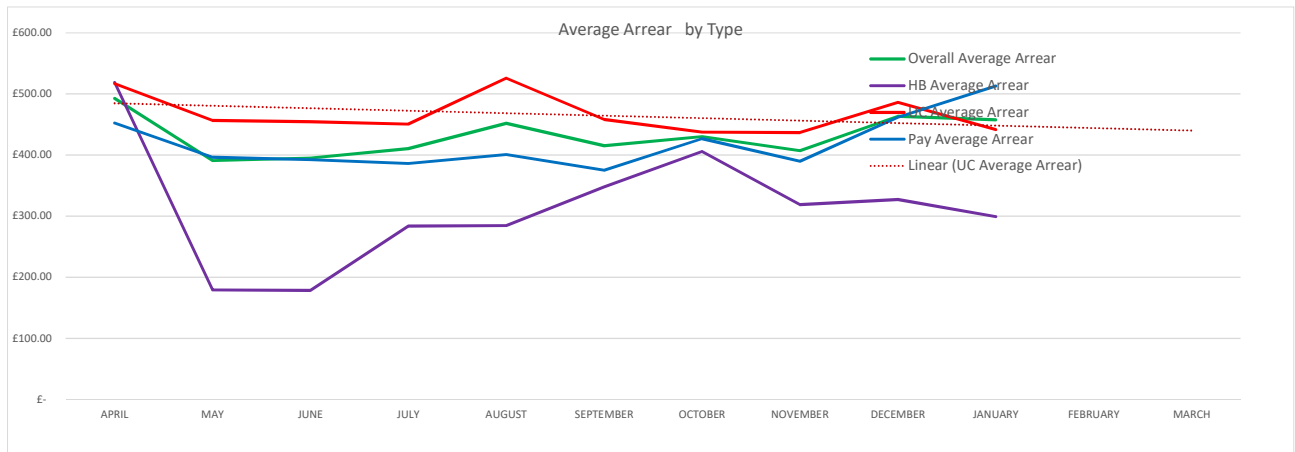
1.4 ARREARS BREAKDOWN/TRENDS

	April	May	June	July	August	September	October	November	December	January	February	March
Current Non-Technical Arrears	1.25	1.09	1.26	1.21	1.25	1.15	1.02	1.11	1.24	1.24		
Current Technical Arrears	0.73	0.90	1.14	1.19	1.27	0.70	0.39	0.37	0.48	0.52		
Former Non-Technical Arrears	0.45	0.46	0.49	0.49	0.53	0.57	0.56	0.39	0.41	0.43		
Former Technical Arrears	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Gross Arrears	1.98	1.99	2.40	2.40	2.52	1.86	1.42	1.47	1.73	1.76		

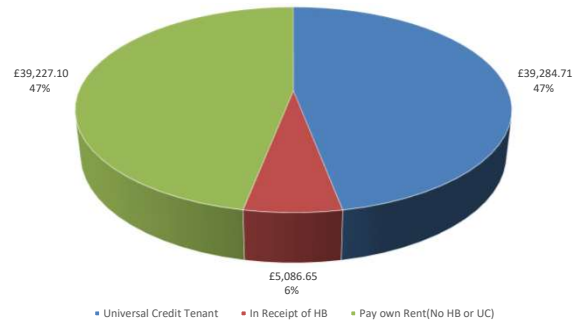
Former Tenant Arrears



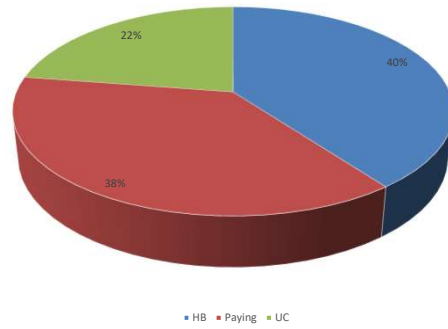
1.5 Universal Credit:



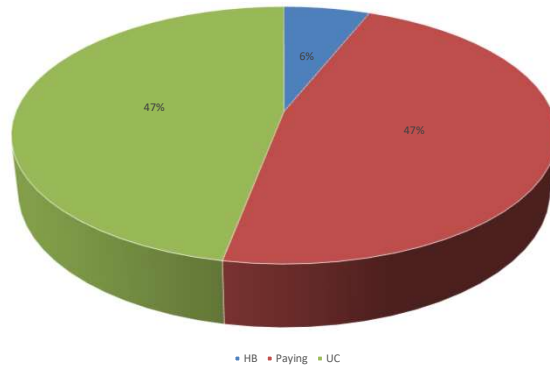
Non Technical Arrears Debt by Client Type



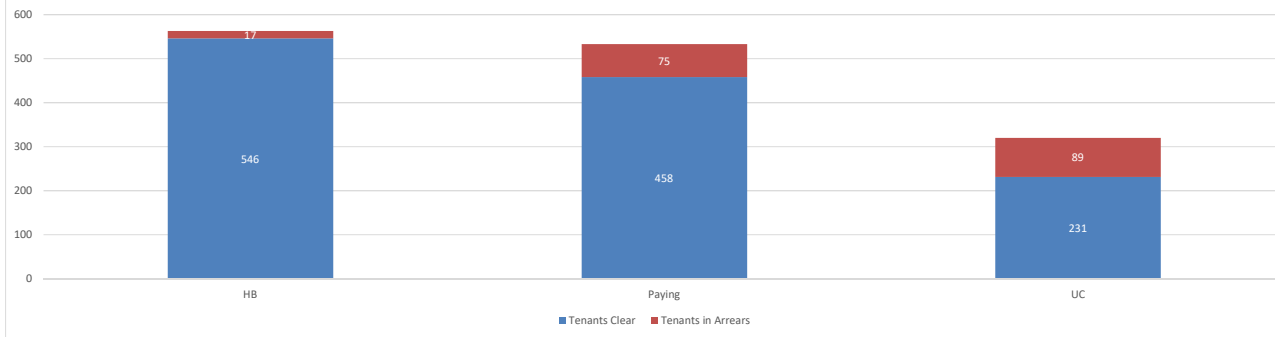
Tenants



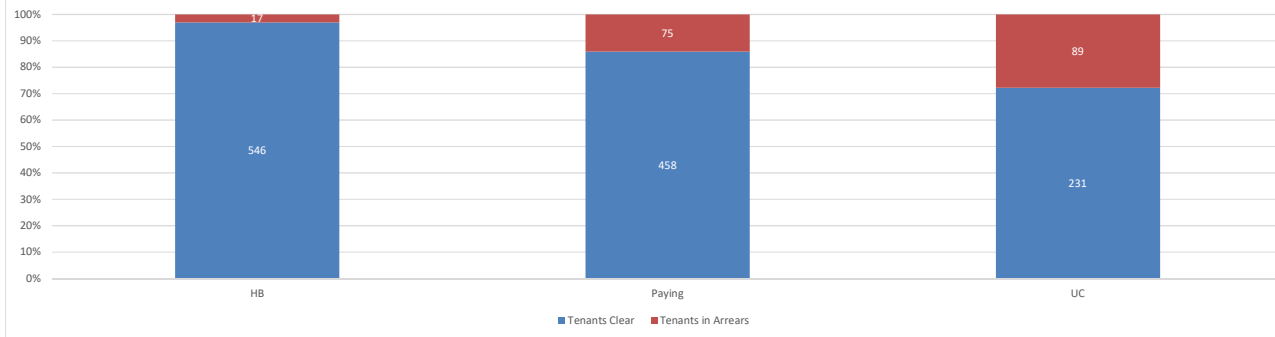
Value of Arrears



Tenant Payment Type Breakdown - Nos.



Tenant Payment Type Breakdown - %/Nos.



APPENDIX 2

Allocations Report from 01/04/2019 - 31/01/2020

The Association has agreed to set the Void Target of 15 calendar days for 2018/2019.

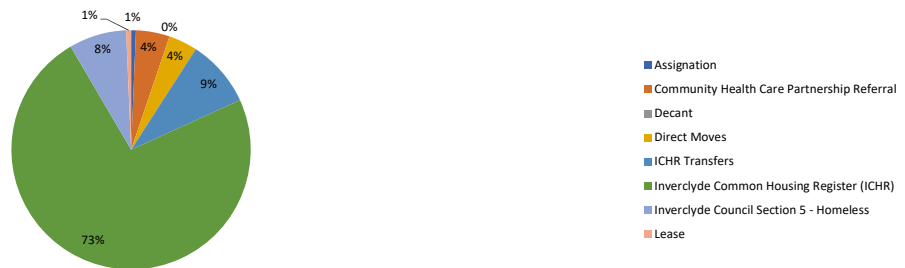
1 Allocations by source of let (all lets - new lets and re-lets)

The following summary refers to properties which were let in this period

Type	01/04/2019 - 31/01/2020		
	Self Contained	Non Self Contained	All
Assignment	0	0	0
Community Health Care Partnership Referral	3	3	6
Decant	0	0	0
Direct Moves	0	0	0
ICHR Transfers	3	0	3
Inverclyde Common Housing Register (ICHR)	100	0	100
Inverclyde Council Section 5 - Homeless	10	0	10
Lease	2	1	3
Management Allocation	1	0	1
Mortgage To Rent	0	0	0
Mutual Exchange	6	0	6
ROTS Sitting Occupants	0	0	0
Shared Ownership	1	0	1
Succession	3	0	3
Women's Aid Nomination	0	0	0
Total	129	4	133

Total Offers Made(Written only): 538
Number of Refusals: 241
Percentage of tenancy offers refused: 44.80%
Average Refusal Rate for the year to date(ARC): 0.45

Lets by Group



2.1 Performance Against Quotas (New Lets & Re-Lets)

The quota system of allocation operated by the Association allocates a percentage of all available properties to the following groups and defines the relative priority within the groups using a points system to measure housing need.

Source	Lets	%	Target	Difference
Initial Lets (target based on all lets):				
Inverclyde Council Homeless Nominations	10		No Target	
Inverclyde Council / CHCP Referrals	6		No Target	
Of Remaining Net Lets (targets based on Net Let Total):	117			
Lets to Association Tenants (ICHR Transfers, Direct Move, MX etc.)	13	11.1%	20.0%	-8.9%
ICHR Housing List	100	85.5%	75.0%	10.5%
Other Referrals - Inverclyde Women's Aid, Positive Action in Housing etc.	4	3.4%	5.0%	-1.6%
TOTAL LETS:	133	100.00%		

2.2 ARC FIGURES - ARC SELF CONTAINED RE-LETS ONLY

Source - ARC C8	Lets	%
C8.1 - Lets to existing tenants	7	5.43%
C8.2 - Lets to Housing List Applicants (less homeless - c8.5.3)	100	77.52%
C8.3 - Mutual Exchanges	6	4.65%
C8.4 - Other Sources	0	0.00%
C8.5.1 -Homeless - Section 5	10	7.75%
C8.5.2 - Homeless - Nominations from LA	0	0.00%
C8.5.3 - Homeless - Other	0	0.00%
C8.6 - Other nominations from LA	6	4.65%
TOTAL	129	100.00%

2.3 Lets by Property Type(ARC All Lets, Not Mutual Exchanges):

Type	Number of Lets
General Needs	113
Supported	4
TOTAL	117

3 Key Performance Indicators / Charter Indicators

Key Performance Indicator	Target	Performance to date
KPI 1.1 - Average relet time for all general needs reletting (including ARC exclusions)	20	29.57 Days
KPI 1.2 - Average relet time for all ARC Lets (including ARC exclusions)	25	30.28 Days
KPI 2 - Rent loss through voids as a percentage of annual rent roll (Total)	0.50%	£44,408.00 0.66%

Charter Indicator	Performance to date
Quality of Housing - Indicator 9 Percentage of tenants satisfied with the standard of their home when moving in	Refer to TSS
Neighbourhood and Community - Indicator 18 Percentage of tenancy offers refused during the year	44.80%
Access to Housing and Support - Indicator 20 Percentage of new tenancies sustained for more than a year, by source of let	72.79%
Access to Housing and Support - Indicator 21 Percentage of lettable houses that became vacant in the last year	8.56%
Getting good value from rent and service charges - Indicator 34 Percentage of rent lost through properties being empty during the last year	£44,408.00 0.66%
Housing Quality and Maintenance - Indicator 35 Average length of time taken to re-let properties in the last year	30.28 Days
Contextual Info - Lets - C7 Number of lets during the year, split between 'general needs' and 'supported housing'	113 GN 4 SUPP
Contextual Info - Lets - C8 The number of lets during the reporting year by source of let	See Section 2.2, Allocations by source of let above
Contextual Info - Lets - C9 Types of tenancies granted for lets during the reporting year	See Section 5, Tenancy Types Granted, below.
Contextual Info - Stock - C20 The number of self-contained properties void at the year end and of those, the number that have been void for more than 6 months	4 void 0 >6 mths

* - Supported Property Void Periods are in some cases paid by the support provider / local authority

4 **Housing (Scotland) Act 2001 - Homeless Section 5 Referrals**

The following refers to Section 5 referrals processed in 2017/2018:

2017/2018	
No of Referrals Received	23
Total Referrals Housed	10

Of Total Section 5 Referrals Housed in 2017/2018-

Type Of Tenancy	SST	SSST	OA	TOTAL
TOTAL:	10	0	0	10

Section 5 Status:

Unable to comply	10
Duty Disposed Following Offer Refusal	0
Withdrawn	4
Rehoused	8
Able to comply – Awaiting Offer/On Offer Received:	1
	<u>23</u>

5 **Tenancy Types Granted - ARC Lettings**

Of all letting to date (ARC Lettings only)

Type Of Tenancy	SST	SSST	OA	Decant	Others (lease)	TOTAL
TOTAL:	115	0	0	0	2	117

6 **Void Time by Termination Type(ARC Lets only (ReLets), Not Mutual Exchanges):**

Type	Number of Re-Lets	Average Void Time
Voids where previous tenant is deceased	16	42.25
All other lets	101	28.39
TOTAL	117	30.28

7.1 **Void Time by Property Type(ARC Lets only, Not Mutual Exchanges):**

Type	Number of Re-Lets	Average Void Time
General Needs	113	29.57
Supported	4	50.50
TOTAL	117	30.28

7.2 **Termination Type & Property Status (ARC Lets, Not Mutual Exchanges)**

Type	Number of Re-Lets	Average Void Time
Self Contained Property	117	30.28
Non-Self Contained Property	0	-
TOTAL	117	30.28

8 **Termination Type & Property Type (ARC Lets, Not Mutual Exchanges)**

Type	Number of Re-Lets	Average Void Time
Supported or Tenant Deceased	20	43.90
General Needs and Termination	97	64.00
TOTAL	117	30.28

9 **Average Repair / Lettings Times(ARC Lets only, Not Mutual Exchanges):**

Type	Number of Re-Lets	Average Time at Repairs	Average Letting Time	Average Void Time
General Needs	113	28.20	5.76	29.57
Supported	4	47.75	1.25	50.50
TOTAL	117	28.87	5.61	30.28

10 **Termination Type & Property Type (ARC Lets, Not Mutual Exchanges)**

Type	Number of Re-Lets	Average Void Time
Property with Utilities issues	8	70.75
All Other Lets	109	27.31
TOTAL	117	30.28

APPENDIX 3.1 - ANTISOCIAL BEHAVIOUR COMPLAINTS

Complaint Type	Category	No.	Resolved within timescale	Pending	Cases Being Monitored	Resolved outwith timescale	% resolved in timescale	Average time to resolve (working days)	Target (working days)
Assault	A	0	0	0	0	0	0%	0.00	84
Discrimination	A	0	0	0	0	0	0%	0.00	84
Domestic Abuse	A	0	0	0	0	0	0%	0.00	84
Drug Dealing	A	8	7	0	1	0	88%	24.00	84
Harassment	A	1	1	0	0	0	100%	8.00	84
Illegal / Immoral Activity	A	0	0	0	0	0	0%	0.00	84
Intimidation	A	0	0	0	0	0	0%	0.00	84
Racial Harassment	A	0	0	0	0	0	0%	0.00	84
Sectarian Harassment	A	0	0	0	0	0	0%	0.00	84
Sex Offenders	A	0	0	0	0	0	0%	0.00	84
Unacceptable Act to Staff/Contractors	A	0	0	0	0	0	0%	0.00	84
Violent Conduct	A	2	2	0	0	0	100%	16.50	84
Damage to Property	B	7	7	0	0	0	100%	16.14	84
Frequent Disturbances	B	24	21	1	2	0	88%	12.86	84
Threatening / Abusive Behaviour	B	8	8	0	0	0	100%	12.13	84
Complaint re Children	C	6	6	0	0	0	100%	6.60	56
Graffiti / Vandalism	C	6	6	0	0	0	100%	5.33	56
Infrequent Disturbances	C	55	54	0	1	0	98%	11.54	56
Lifestyle Clash	C	11	11	0	0	0	100%	11.90	56
Noise	C	19	19	0	0	0	100%	12.47	56
Total		147	142	1	4	0	97%	12.38	

Charter Indicator 19:	CHA	ARC AVG.
19.1 The number of cases of anti-social behaviour reported in the reporting year	147	-
19.2 The number of cases resolved in the reporting year	142	-
19.3 The number of cases resolved within locally agreed targets in the reporting year	142	-
Percentage of anti-social behaviour cases reported in the last year which were resolved within locally agreed targets	96.60%	87.86%
Number of Cases Per 100 units:	10.39	7.54

CHA KPI	Of Cases Resolved, those resolved within locally agreed targets:
Cases Resolved	142
Cases Resolved within Target	142
% of Cases Resolved within Target	100.00%

APPENDIX 3.2 - ESTATE MANAGEMENT COMPLAINTS

Complaint Type	No.	Resolved within timescale	Pending	Cases Being Monitored	Resolved outwith timescale	% resolved in timescale	Average time to resolve (working days)	Target (working days)
Abandoned Cars	1	1	0	0	0	100%	3.00	28
Car Parking	9	9	0	0	0	100%	5.56	28
Gardens	13	13	0	0	0	100%	8.00	28
Other Breaches of Tenancy	33	31	0	2	0	94%	8.21	28
Pet Nuisance	23	22	0	1	0	96%	9.64	28
Rubbish / Bins / Binstore	89	85	0	2	2	96%	7.01	28
Smoking / Throwing Items from Windows	17	17	0	0	0	100%	5.47	28
Stair Cleaning	4	4	0	0	0	100%	6.00	28
Running a Business from Home	0	0	0	0	0	0%	0.00	28
Total	189	182	0	5	2	96%	7.33	28

Est Man Cases		
	The number of cases of EM reported in the reporting year	189
	The number of EM cases resolved in the reporting year	184
	The number of EM cases resolved within locally agreed targets in the reporting year	182
	Percentage of EM cases reported in the last year which were resolved within locally agreed targets	96%

Appendix 4

Legal Action Cases to 31 March 2020

Eviction Actions:

Number of Notices of Proceedings issued:
 Number of Court Actions initiated:
 Number of orders for recovery of possession granted

	For Non-Payment of Rent	For Anti-Social Behaviour	Other	TOTAL
Number of Notices of Proceedings issued:	40	6	1	47
Number of Court Actions initiated:	20	2	0	22
Number of orders for recovery of possession granted	2	0	1	3

Legal Action Outcome

Of the number of orders for recovery of possession granted at above

Number where recovered possession
 Minute of Recall

	For Non-Payment of Rent	For Anti-Social Behaviour	Other	TOTAL
Number where recovered possession	0	0	0	0
Minute of Recall	0	0	0	0

Abandonments

Number of dwellings where 1st abandonment notice served:
 Number of dwellings which were abandoned (2nd notice)

Total
7
4

Number of Joint Tenant 1st abandonment notices served:
 Abandonment of Joint tenancy completed (2nd notice):

Total
0
1

CLOCH HOUSING ASSOCIATION LIMITED

Report to : Housing and Property Services Sub Committee

Report from : A Thomson, Housing Services Manager

Subject : Domestic Abuse Policy

Date : 26th November 2019

1 Executive Summary

The Domestic Abuse Policy been developed and is attached for comment/approval:

Financial Implications	None
Risk Considerations	CHA believes that domestic abuse presents one of the highest risks to personal safety and is unacceptable. CHA will therefore take the strongest action possible against perpetrators of domestic abuse where it has the power to do so and with the consent of the victim.
Legal Implications	A variety of resources were used in developing the policy, including reference to the Domestic Abuse (Scotland) Act 2018 and the SFHA/CiH Make a Stand Pledge documentation and guidance.
Health & Safety Implications	There are no specific health and safety implications related to these policies other than where reference is made to carrying out relevant risk assessments where detailed within the policy.
Equalities Assessment	Equalities Impact Assessment forms part of the policy.

2 Background

- 2.1 The Domestic Abuse Policy is a new policy developed following the Association signing up to the CiH / Women's Aid / Domestic Abuse Housing Alliance (DAHA) 'Make a Stand' pledge.
- 2.2 'Make a Stand' was launched in June 2018 as part of then-CiH's appeal to tackle domestic abuse. It centres around a pledge that has been developed in partnership with the CiH, SFHA, Domestic Abuse Housing Alliance (DAHA) and Women's Aid. More information can be found at this link: <http://www.cih.org/makeastand>

3 Recommendation

- 3.1 Committee are asked to consider and approve the Domestic Abuse Policy and make comment where appropriate.

Domestic Abuse Policy

Customer
Focus

Respect

Communication

Integrity



www.clochhousing.org.uk



1 INTRODUCTION & AIMS

1.1 Make a Stand Pledge

The Make a Stand pledge has been developed by the Chartered Institute of Housing in partnership with Women's Aid and the Domestic Abuse Housing Alliance. It has been created to encourage housing organisations to make a commitment to support people experiencing domestic abuse. Cloch Housing Association has signed up to the Make a Stand Pledge. Our commitment is to update our policies and procedures to ensure that we are offering appropriate support to both tenants and staff that have experienced domestic abuse.

1.2 Policy Statement

Cloch Housing Association acknowledges Domestic Abuse to be a crime. Domestic abuse impacts on the quality of life of victims, their family and their friends as well as impacting on a person's home.

1.3 This policy sets out how Cloch Housing Association Limited (CHA) defines domestic abuse, and how we will take steps to assist and support any person suffering from or threatened with domestic violence or abuse. The policy also details how we will respond to and seek to deal with any reports of such abuse affecting tenants or members of their households. The term 'abuse' covers violence as well as verbal or other forms of abuse.

1.4 CHA believes that domestic abuse presents one of the highest risks to personal safety and is unacceptable. CHA will therefore take the strongest action possible against perpetrators of domestic abuse where it has the power to do so and with the consent of the victim.

1.5 CHA will deal with all reports of domestic abuse as an emergency and respond to them within 1 working day. Applying a 'survivor centred' approach we will assist the victim to reach a decision which they feel best secures their safety by:

- reviewing their accommodation,
- enabling the level of assistance, they want, and
- taking action against the perpetrator with the consent of the victim where appropriate.

1.6 By adopting this policy, CHA aims to:

- improve overall safety and wellbeing by recognising that domestic abuse is a serious crime which has an adverse impact on the health of individuals, families and communities;
- increase awareness and understanding of this issue amongst residents and employees;
- encourage residents and employees to report domestic abuse;
- facilitate early identification of domestic abuse and offer supportive and effective intervention to reduce the risk of harm;

- improve the safety and welfare of adults and children affected by domestic abuse and prevent further incidents by responding rapidly, effectively and consistently to all reports;
- empower victims by providing information on the options available to them;
- improve the response to victims through effective engagement of appropriate external enforcement and support agencies;
- create a consistent approach for recording and monitoring incidents of domestic abuse;
- inform colleagues of best practice when responding to domestic abuse;
- ensure that all sections are clear regarding their roles in tackling and responding to issues around domestic abuse.

2 SCOPE AND PRINCIPLES

Definitions

2.1 CHA adopts the Scottish Government definition of domestic abuse, which is:

“Domestic Abuse, as gendered based violence, can be perpetrated by partners or ex partners and can include physical abuse (assault and physical attack involving a range of behaviour), sexual abuse (acts which degrade and humiliate women and are perpetrated against their will, including rape) and mental and emotional abuse (such as threats, verbal abuse, racial abuse, with-holding money and other types of controlling behaviour such as isolation from family and friends). It can be characterised by a pattern of coercive control often escalating in frequency and severity over time.”

Source: National Strategy to Address Domestic Abuse in Scotland, Scottish Partnership on Domestic Abuse, Edinburgh, November 2000

2.2 Controlling behaviour is a range of acts designed to make a person subordinate and/or dependent by:

- isolating them from sources of support,
- exploiting their resources and capacities for personal gain,
- depriving them of the means needed for independence, resistance and escape, and
- regulating their everyday behaviour.

2.3 Coercive behaviour is an act or pattern of acts of assaults, threats, humiliation and intimidation or other abuse that is used to harm, punish or frighten the victim.

2.4 Domestic violence and abuse can manifest itself through the actions of immediate and extended family members via unlawful activities, such as forced marriage, ‘honour based abuse’ and female genital mutilation. Extended family members may condone or even share in the pattern of abuse. Any such actions are not acceptable, whatever form they take.

3 OUR APPROACH

3.1 CHA believes that its tenants and other householders should not live in fear of violence or abuse. CHA takes domestic abuse very seriously and is committed to providing a sensitive and confidential response to anyone approaching the organisation for assistance in cases of domestic abuse.

3.2 Cloch Housing Association's Make a Stand Pledge is to:

- Identify domestic abuse at the earliest stages of a tenancy including tenancy sign up and sensitively ask about any history of domestic abuse. If a history is disclosed additional security measures will be considered.
- Enabling tenants to report domestic abuse to the organisation in different ways, including in person, in writing, by telephone, online or via a third party such as a Police Officer or local authority or other partner organisations.
- Ensure that tenants know that they can meet any member of staff in confidence at CHA's office or at an agreed choice of safe venue. Tenants will also be offered the option of a female staff member
- Carry out a risk assessment by using the Domestic Abuse, Stalking and 'Honour'-based violence Safe Lives Risk Identification Checklist (DASH) the checklist can be found at www.safelives.org.uk . Safely planning to provide support for the tenant and their children where present.
- Share information with Multi Agency Risk Assessment Conferences (MARAC). For cases which meet the MARAC risk rating threshold or if there is a child protection concern, CHA has a legal duty to share information with agencies. In cases where the threshold is not met, with the agreement of the victim, CHA will make referrals for support from other relevant agencies (Police Scotland, Women's Aid, ASSIST or Victim support etc.).
- CHA will agree to support any action plan implemented with the tenant, monitor the situation and review at a frequency agreed with them.
- Provide improved security to a victim's home (e.g. security lights, window locks) where a need is identified.
- Ensure that tenants experiencing domestic abuse access appropriate services as early as possible and are given advice to allow them to make informed choices about what to do next.
- Offer support to the tenant where appropriate to rebuild their lives by working in partnership with them and other support agencies.
- Ensure that where children and young people are affected by domestic abuse, they too have access to services as early as possible.
- Consider the use of civil laws to offer maximum protection to all victims to stop the abuse reoccurring.
- Follow the relevant child protection procedures if CHA believes a child is at risk due to domestic abuse
- In support of the implementation of this policy CHA will ensure that domestic abuse training is available for all frontline staff.
- Not tolerate domestic abuse from our employees.
- Publicise our approach, both in print and digitally, to raise awareness both internally and externally with the aim of increasing reports of domestic abuse.

- 3.3 CHA encourages all tenants and household members to report domestic abuse, whether they are victims of, or witnesses to, such incidents. We will deal with all reports of domestic abuse with sensitivity.

Prevention

- 3.4 As part of our arrangements to prevent domestic abuse we will:
- make all new tenants aware of CHA's policies relating to rehousing, relationship breakdown and where applicable the implications of domestic abuse on joint tenancies;
 - publicise this domestic abuse policy to all tenants and employees, highlighting the consequences for perpetrators;
 - provide advice and information within CHA's office.

Survivor-centred approach

- 3.5 CHA will adopt a 'survivor-centred' approach in dealing with domestic abuse, i.e. if a person feels they are experiencing domestic abuse we will deal with it under this policy.
- 3.6 CHA will deal with all reports in a non-judgemental manner and in confidence. We will not require victims to take legal action or to contact the Police before we provide assistance.
- 3.7 CHA will only take action with the victim's consent. The exception to this general rule is where we consider a child is at risk in any situation or if there is a high risk of serious harm to anyone involved. Where a person is identified as the victim of domestic abuse, any interaction with them will be guided by best practice guidelines.

Options for action

- 3.8 CHA recognises that every reported case of domestic abuse will be different. Our response will therefore be tailored to the individual circumstances and needs of the victim. When a tenant or household member reports domestic abuse all available options will be discussed and considered with them, including:
- making arrangements for their immediate personal safety;
 - reviewing and where possible improving the safety and security of their existing accommodation, to enable them to remain there safely;
 - reporting incidents to the Police, which may result in criminal action against the perpetrator;
 - where appropriate, legal action against the perpetrator by CHA
- 3.9 The safety of the victim and their dependents will be our priority. An Action Plan setting out further action will be agreed with the victim, and we will regularly contact the victim and keep them updated with progress.

Assistance for victims

- 3.10 CHA will take a proactive and sympathetic approach. Each case will have its own challenges and so the type and level of assistance offered will be finalised by the Senior Housing Officer or the Housing Services Manager.

Remaining in the property

- 3.11 CHA will advise victims who wish to remain in their own homes of any local 'sanctuary' schemes (i.e. funds available to improve the security of their existing accommodation). We will allocate discretionary funds for victims, to assist them in rebuilding their lives and homes. We will also consider funding such improvements where there are no local authority sanctuary schemes in place.
- 3.12 CHA will offer assistance to those experiencing domestic abuse by not recharging them for lock changes and damages due to the domestic abuse. Where appropriate we will charge such costs to the perpetrator.
- 3.13 Where the police wish to install additional security, permission will be given immediately subject to agreement on who will maintain such items.
- 3.14 In cases where the property has been damaged by a perpetrator of domestic abuse, repairs will be carried out by the organisation in line with the relevant policy. Although a crime reference number is usually required, in exceptional circumstances, the appropriate Officer has the authority to waive this condition.
- 3.15 Any damage should be photographed and noted and a recharge raised against the perpetrator. Where appropriate, CHA may seek to take direct action against the perpetrator and report the damage to the police as a crime.

Emergency rehousing

- 3.16 Where a resident reporting domestic abuse needs emergency accommodation CHA will provide advice and assistance on accessing such accommodation provided by Inverclyde Council or by a women's refuge. We will provide a referral letter where appropriate and advocate on our tenant's behalf.

Tenancies

- 3.17 If the tenant experiencing domestic abuses is named on the tenancy agreement, they may be able to transfer the tenancy agreement solely into their name. This will depend on:
- the legal status of the relationship
 - whose name is on the tenancy agreement
- 3.18 If the tenant is married or has a registered civil partnership, the partner will have a right to live with the tenant within the family home, even if their name is not on the tenancy agreement. They will need to apply to the court for an exclusion order to suspend their rights to live in the home. The court will grant an exclusion order when it can be shown that it is necessary for a tenants own protection or the protection of their children.

- 3.19 As part of a tenancy agreement Tenants, those living with a tenant and any visitors to a property, must not harass or assault any person in the house or neighbourhood for any reason.

Permanent rehousing

- 3.20 Where a resident reporting domestic abuse requests permanent rehousing, CHA will prioritise their application as a 'management transfer'. In such cases the suspension process will not be applicable and we will review and determine the action to be taken on a case by case basis. There will normally be a limit on the number of occasions we will offer this, typically it will only be offered once.

4 MULTI-AGENCY APPROACH

- 4.1 CHA will adopt a multi-agency approach in dealing with victims and perpetrators of domestic abuse, to ensure the safety of the victims, meet their needs, co-ordinate available resources, access specialist services, take action against perpetrators and share best practice.
- 4.2 CHA will actively try to engage in good practice when dealing with Domestic Abuse, such as making referrals to MARACs (Multi Agency Risk Assessment Conferences) and following any recommendations or action plans that may arise from them.

5 ACTION AGAINST PERPETRATORS

- 5.1 CHA will work with the Police and other external agencies in dealing with perpetrators of domestic abuse. Action against perpetrators will depend upon individual circumstances. This may include legal action for recovery of possession against a perpetrator, where other members of the household have left the home due to domestic abuse.
- 5.2 Subject to data protection requirements, we will share information with other relevant agencies so that serial perpetrators are identified and dealt with appropriately.

6 VICTIM RESPONSIBILITIES

- 6.1 CHA will provide support and assistance to victims as described in this policy. The organisation acknowledges that tenants who have experienced domestic abuse are often coerced, frightened and bullied into going back with the perpetrator. Therefore, looking at the impact sometimes means that they are lacking self-esteem and self-confidence, it is not normally an event but a process of leaving. With this in mind tenants are responsible for working with the organisation and support agencies to make the support work. Where tenants fail to engage and show no signs of a willingness to engage, and where the behaviour is having an impact on neighbours, CHA may consider addressing the behaviour under our Anti-Social Behaviour Policy.

7 CONFIDENTIALITY/GPDR

- 7.1 CHA recognises that incidents of Domestic Abuse are extremely sensitive, private incidents for tenants to report and will ensure total confidentiality on any cases that are reported. Information will be shared within CHA on a strictly 'need to know' basis. We will adhere to all current data protection requirements (see the Openness & Confidentiality Policy).
- 7.2 CHA may however share relevant information with local agencies such as Police Scotland or Social Work Services. This will mean that cases are dealt with more effectively by either gathering extra evidence to carry out enforcement measures against the perpetrator or sharing information in the interests of the tenant and/or their dependants to provide better or more effective support.
- 7.3 Victims will be encouraged to allow CHA to share information with other agencies, including the Police and local authority departments, to ensure that the full range of civil and criminal action can be pursued and appropriate assistance provided. However, all information provided by the victim will be treated with the utmost confidence and only passed to external agencies with their proper informed consent.
- 7.4 The exceptions to this will be:
- where we consider a child is at risk in any situation, or
 - if there is a high risk of serious harm to anyone involved, or
 - if we are obliged by law to disclose information.

The Senior Housing Officer or Housing Services Manager must approve any disclosure that does not have the victim's consent.

8 RESPONSIBILITIES

8.1 Board of Management

- To ensure that CHA has approved and implemented a policy on domestic abuse that complies with current regulations and guidance.
- To monitor compliance with the policy, through receipt of relevant reports (usually to Housing Sub Committee) where appropriate.

8.2 Leadership Team

- Director: To ensure all employees and Board Members are aware of the policy and their responsibilities under it.
- Corporate Services Manager: To co-ordinate the provision of any training required to enable employees to recognise and respond to incidents of domestic violence or abuse.
- Housing Services Manager – to ensure the Policy is implemented and take appropriate decisions based on Policy and relevant legislation.

- All Heads of Section: To ensure that relevant employees (and contractors) are fully aware of their responsibilities under the policy, in particular of the importance of reporting any incidents or pattern they become aware of.

8.3 Employees

- To ensure they are aware of their responsibilities under this policy, and that they implement the policy and procedure when appropriate.

9 APPEALS AND COMPLAINTS

- 9.1 Appeals or complaints against our operation of this policy will be processed through the association's complaints handling procedure, which is available at the associations office or on our website.

10 EQUALITIES COMMITMENT

- 10.1 Cloch Housing Association is committed to tackling discrimination on the grounds of sex or marital status, racial grounds, or grounds of disability, age, sexual orientation, language, social origin, or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.
- 10.2 Cloch seeks to embrace diversity, promote equal opportunities for all and eliminate any unlawful discrimination in all areas of our work.

11 POLICY AVAILABILITY

- 11.1 This document can also be provided in large print, braille, audio or other non-written format and in a variety of languages, on request.

12 MONITORING AND REVIEW

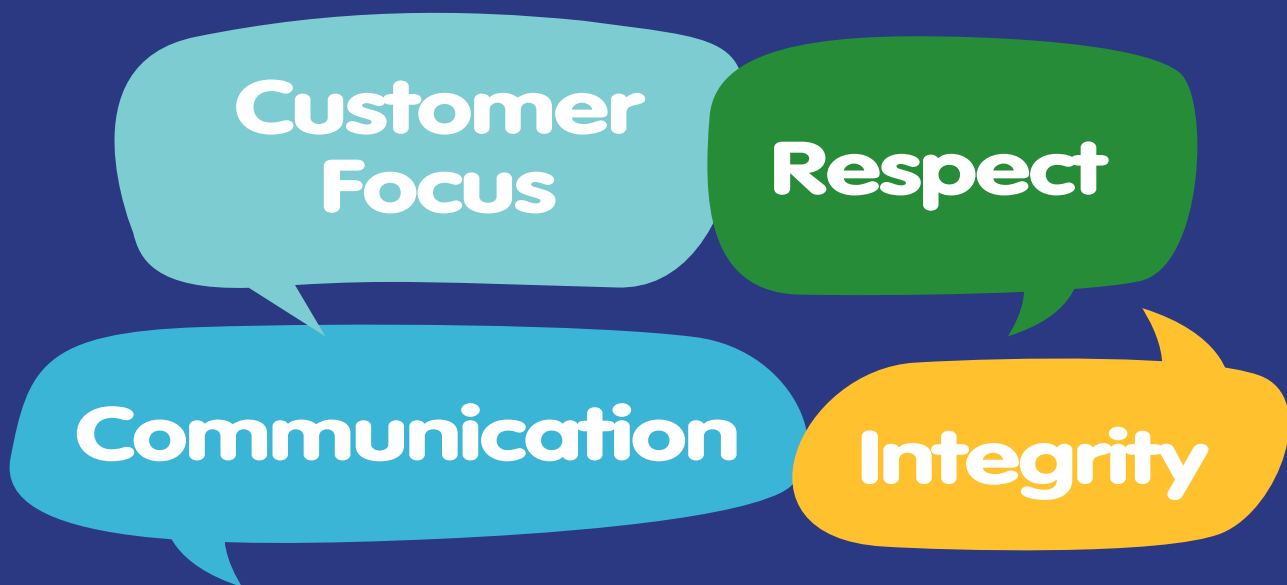
- 12.1 This policy will be reviewed every three years, unless amendment is prompted by a change in legislation, operational requirements or customer feedback. The Policy will be reviewed in consultation with tenants, sharing owners and staff.

Cloch Equality Impact Assessment (EqIA)

Domestic Abuse Policy

Author	Housing Services Manager
Assessor / reviewer/ implementer	All Cloch staff and Board Members
Start Date	06 th January 2020
End Date	17 th February 2020
Relevance	This policy sets out how the Association defines domestic abuse, and how we will take steps to assist and support any person suffering from or threatened with domestic violence or abuse.
Policy Aims	<p>The aims of the policy are to</p> <ul style="list-style-type: none">• improve overall safety and wellbeing by recognising that domestic abuse is a serious crime which has an adverse impact on the health of individuals, families and communities;• increase awareness and understanding of this issue amongst residents and employees;• encourage residents and employees to report domestic abuse;• facilitate early identification of domestic abuse and offer supportive and effective intervention to reduce the risk of harm;• improve the safety and welfare of adults and children affected by domestic abuse and prevent further incidents by responding rapidly, effectively and consistently to all reports;• empower victims by providing information on the options available to them;• improve the response to victims through effective engagement of appropriate external enforcement and support agencies;• create a consistent approach for recording and monitoring incidents of domestic abuse;• inform colleagues of best practice when responding to domestic abuse;• ensure that all sections are clear regarding their roles in tackling and responding to issues around domestic abuse.
Available Evidence	<p>The likely effects of the policy were informed by a range of evidence, including consultation with relevant stakeholders on the content of the Domestic Abuse Policy. A variety of sources of information were used, including reference to the Domestic Abuse (Scotland) Act 2018 and the SFHA/CiH Make a Stand Pledge documentation and guidance.</p> <p>Age - The Scottish Crime and Justice Survey 2014/15 Partner Abuse Module shows that younger people appear to be at the greatest risk of experiencing partner abuse and that the risk appears to decline with age.</p> <p>Disability - There is limited Scotland-specific evidence on the extent to which people with disabilities are affected by domestic abuse.</p>

	<p>Sex - The Scottish Crime and Justice Survey 2014-15 found that the overall risk of partner abuse for women since the age of 16 was around two times the level reported by men, at 18.5% and 9.2% respectively.</p> <p>Gender identity/ Transgender people - There is limited evidence concerning transgender or intersex peoples' experience of domestic abuse.</p> <p>Sexual orientation - Information on domestic abuse incidents recorded by the police in 2015-16 shows that 2% of incidents involved a male perpetrator and male victim, and 1% of incidents involved a female perpetrator and female victim.</p> <p>Race - There is a lack of evidence that domestic abuse differentially affects people on basis of race/ethnicity. The Scottish Government partner abuse module does not collect information on the race or ethnicity of survey respondents.</p>
Evidence Gaps	It would be useful to have complete local evidence to confirm the extent of instances of domestic abuse within our stock base but this is unlikely to be collected in any meaningful way.
Involvement and Consultation	We consulted with staff and stakeholders on this policy during the review process.
What is the actual / likely impact?	<p>The Association believes that the policy is not discriminatory and that there are no significant issues that we consider would impact negatively upon the various groups.</p> <p>However, there is evidence that domestic abuse affects different protected groups in different ways and to different extents. For example, there is clear evidence that women are at greater risk of experiencing partner abuse than men.</p>
Address the Impact	N/A
Monitoring and review	This policy is on a 3-year cycle.
Action Plan	N/A
Decision Making and Quality Control	Housing Services Manager, Corporate Services Manager, Section Heads, Director, Housing and Property Services Sub-Committee



CLOCH HOUSING ASSOCIATION LTD	
Policy Name	Domestic Abuse Policy
Policy Category	HM
Policy Number	TBC
Date Adopted	25/02/2020
This Review	25/02/2020
Next Review	25/02/2023
Equalities Impact Assessment Required	Yes
Link to other policies	Safeguarding Vulnerable Adults and Children(092)
Consultation	Internal
Need for Procedure	No

CLOCH HOUSING ASSOCIATION LIMITED

Report to : Board

Report from : A Thomson, Housing Services Manager

Subject : Entitlements, Payments and Benefits

Date : 27 November 2019

Executive Summary

The main purpose of this report is to advise the Board of a potential allocation of a property to a relative of a staff member and seek approval for this allocation.

The key recommendations in the report are as follows –

1. Provide feedback where appropriate and otherwise approve the allocation and entry to be placed within the Control of Payments and Benefits register.

Financial Implications	No direct financial implications however, ensuring that properties re-let quickly has an impact on the Association's overall cashflow and financial performance.
Risk Considerations	Increased void times and delay in void turn around identified as a key risk. In addition, there is a risk that if allocations linked to staff and Board members are not considered and approved in line with our policy there is the risk of adverse publicity and accusations of nepotism.
Legal Implications	There are no direct legal implications other than that of the rights of the applicant as covered by the Housing (Scotland) Act 2001.
Health & Safety Issues	None
Equalities Assessment	No Issues

Key Issues to Consider

1. Feedback sought on the content of the report.
2. Approval sought for the allocation and entry within Control of Payments and Benefits register.

1 Regulatory Background

- 1.1 The Housing (Scotland) Act 2010 does not restrict or prohibit payments and benefits to governing body members and employees. This is a shift from the former Schedule 7 of the 2001 Act which required approval by the Board of any such perceived payment or benefit. The Association adopted its own Entitlements, Payments and Benefits Policy in October 2015 which covers all aspects formerly covered by the Schedule 7 regime. This report is presented in line with the requirements of the policy.

2 Case Background

- 2.1 The Association is due to make an allocation which is subject to approval in accordance with our Entitlements, Payments and Benefits Policy.
- 2.2 The Association have received a succession application from a close relative of a staff member – their Uncle. This staff member has had no influence on the current allocations process, the uncle is legally entitled to succeed the tenancy as per the Housing (Scotland) Act 2001 and 2014 provisions. Therefore, the applicant's niece or anyone connected to the applicant is involved in any way or in any part of the allocation process
- 2.3 **A two-bedroom flat in Greenock** is available and meets the need of the Staff members' uncle as detailed in the application. The Staff members' uncle has applied for a succession to this property after the death of his mother who was the tenant and he was also registered as living within the property for the prescribed period.
- 2.4 Therefore the property will be offered to the Staff Member's Uncle subject to approval by the Board.
- 2.5 Should the allocation proceed; the undernoted details are required to be recorded as an interest in the Control of Payments and Benefits register held by the Association within 5 days of the date of entry.

**Name of Beneficiary: Mr Philip Lindsay
Will be entered in the register**

**Designation:
Staff Members Uncle**

**Description of Benefit to be granted:
Allocation of property Succession of Flat 0/2 15 Carwood Street
Greenock**

**Date of Board or Sub-Committee Meeting when the Benefit was
agreed:
27 November 2019**

3 Recommendation

- 3.1 It is recommended that the Board approve this report and ratify entry into the Control of Payments and Benefits register.

CLOCH HOUSING ASSOCIATION LIMITED

Report to : Housing and Property Services Sub-Committee
Report from: A Thomson, Housing Services Manager
Subject : Write-Offs
Date : 25th February 2020

Executive Summary

The purpose of this report is to provide the Sub Committee with details of former tenant rent arrears and related rechargeable costs arrears which are deemed irrecoverable and require written off in accordance with Section 13 of the Association’s Rent Arrears Policy and the Rechargeable Repairs Policy.

The key recommendations in the report are as follows –

1. Approve write-off of £14,107.15 for irrecoverable rent arrears.
2. Approve write-off of £2,349.28 in related rechargeable costs (rechargeable repairs and legal costs) arrears
3. Note that there are charges to the value of circa £24.5k have been cancelled due to charges raised in error and/or no evidence to support charges being raised in the first instance.

<p>Financial Implications</p>	<p>Where the Sub-Committee agrees to the write-off of the sums detailed this will mean that the Association has deemed them unrecoverable and therefore will no longer be pursued by the Association’s staff. All debts can be re-instated should the tenant contact the Association in the future, subject to debt time barring rules (usually no recovery can be attempted when a debt hasn’t been pursued for over 5 years).</p>
<p>Risk Considerations</p>	<p>Generally accepted accounting principles require the Association to estimate how much of the money owed by customers that will never get paid, and account for that amount in their financial statements.</p> <p>The Association understands the risks surrounding ineffective management of debt write offs. The approach to managing debt write offs aims to manage and minimise these risks.</p>

	<p>Identified risks include:</p> <ul style="list-style-type: none"> • Negative effect on the reputation the Association with our tenants and funders • Poor performance in writing off irrecoverable debts, leading to an increase in number resulting in poor performance management. • Not fully utilising the Association’s resources in relation to rent collection • Impact on staff morale through poor performance
Legal Implications	Failure to comply with legal and regulatory requirements could result in negative audit reports or regulatory intervention; regular management of bad debts and write offs helps to mitigate such issues.
Health & Safety Issues	None
Equalities Assessment	No Issues

Key Issues to Consider

1. Consider content of report and provide feedback as appropriate.
2. Approval sought for rent arrears bad debt write offs amounting to £14,107.15
3. Approval sought for rechargeable bad debts of £2,349.28

1 BACKGROUND

- 1.1 The Association's Rent Arrears Policy was approved by the Housing and Property Services Sub-Committee in October 2016, the revised policy was reviewed most recently in November 2019.
- 1.2 The current Policy states that this Report will go to the Housing & Property Services Sub Committee on a 6-monthly basis (allowing for meeting cycles), providing a breakdown of former tenant arrear cases, their current value and status, and recommendations for write-off. Further to this the policy gives delegated authority to the Housing Services Manager to write-off debts under £500 and debts related to evicted tenants (decree awarded) where appropriate.
- 1.3 In addition, this report details credit balances for former tenants in respect of rental payments which cannot be returned and proposes a write-off of same where appropriate.
- 1.4 Debts related to former tenant rechargeable costs (and credits where appropriate) which are proposed for write-off are also detailed within this report.

2 CURRENT POSITION WITH FORMER TENANT RENT ARREARS

- 2.1 The attached report, Appendix I, details the caseload and financial total of the 59 former tenant arrears cases, and their status within the Association at the time of reporting.
- 2.2 These 59 Cases total £28,905.74 at the time of reporting; this has reduced by £2,670.08 from £31,575.82 in November 2019, when the write offs were last considered.
- 2.3 There are 40 cases being pursued through the arrears procedure, no cases are currently at debt collection and 19 arrears cases being proposed for write off (no credit cases).

3 PROPOSED WRITE-OFF OF FORMER TENANT ARREARS (Appendix II)

- 3.1 Following the attempted recovery of former tenant arrears and in accordance with the policy and procedures of the Association, there are 19 arrears cases which are being proposed for write off with a value of £14,107.15. The reasons for write-off range from; unsuccessful tracing/debt collection process being exhausted, tenant being placed in residential care

with no access to income, through to the death of the tenant. Appendix II details these per case. This write-off will leave a value of £14,798.59.

- 3.2 Appendix II also highlights that there have been no cases that have been written-off previously by the Housing Services Manager in accordance with Sections 13.4 & 13.5 of the Rent Arrears Policy since the last report.

4 CREDIT BALANCE WRITE OFFS (Appendix II)

- 4.1 There are no proposed credit write offs at this time.

5 RECHARGEABLE ACCOUNTS ARREARS WRITE OFFS (Appendix III)

- 5.1 The Finance Team are responsible for pursuing rechargeable accounts. The figures below relate to all cases pursued by Finance Services.
- 5.2 Following unsuccessful tracing and the exhaustion of the debt recovery process, there are 10 cases which are being proposed for write-off (Appendix III).
- 5.3 The value of the 10 cases being proposed for write-off is £2,349.28 in rechargeable accounts (repairs and legal expenses).
- 5.4 There are no credit recharge balances to be considered at this time.
- 5.5 An extensive review of historical invoices to be recharged was completed in December 2019 by the Housing and Property Services Teams to ensure any recharges due for payment on the system are pursuable. On completion of this, current debt of £24.5k for 124 current tenants has been instructed to be cancelled. It was noted that although these recharges had been raised, they could not be pursued as there was no evidence to prove that the tenant was ever advised of the recharge. This exercise tidied up the list of debt outstanding to be pursued.

6 RECOMMENDATIONS

- 6.1 To note the content of the report and approve the write offs as detailed within the report and appendices.

REPORT ON FORMER TENANT ARREARS

Appendix I

TOTAL NUMBER OF LIVE FORMER TENANCY ARREARS CASES	59
VALUE	£28,905.74

NUMBER OF CASES BEING PURSUED / PAYMENTS BEING MADE	40
VALUE	£14,798.59

NUMBER OF CASES AT DEBT COLLECTION	0
VALUE	£0.00

NUMBER OF CASES PROPOSED FOR WRITE OFF	19
ARREARS CASES	£14,107.15
CREDITS:	£0.00
NET VALUE	£14,107.15

NUMBER OF CASES PREVIOUSLY WRITTEN OFF BY HOUSING MANAGER (FOR INFO ONLY, NOT INCLUDED ABOVE)	0
VALUE	£0.00

Former Tenant Arrears

Appendix II

Cases being proposed for Write-Off

Tenant Number	Management Area	Main Term.	Current Balance	Current Action	Comments	Termination Reason
033448	GREENOCK EAST	21/06/2019	£1,962.32	Write-Off	Unable to trace per Debt Collection	Abandonment
034401	DEMPSTER STREET	25/11/2019	£1,909.02	Write-Off	Tenant Deceased, No Estate	Deceased
028827	ABERFOYLE KILLEARN	27/02/2019	£1,599.17	Write-Off	Unable to trace per Debt Collection	Terminated
032530	WELLPARK	18/04/2019	£1,587.51	Write-Off	Unable to trace per Debt Collection	Terminated
004588	WHINHILL	20/08/2019	£906.66	Write-Off	Unable to trace per Debt Collection	Terminated
023868	GREENOCK EAST	17/01/2018	£806.60	Write-Off	Prospects of recovery poor after tracing report	Terminated
033766	WELLPARK	11/03/2019	£695.94	Write-Off	Unable to trace per Debt Collection	Terminated
033030	WELLPARK	14/12/2018	£671.47	Write-Off	Unable to trace per Debt Collection	Abandonment
034550	WELLPARK	23/09/2019	£664.75	Write-Off	Tenant Deceased, No Estate	Deceased
033022	GREENOCK EAST	23/07/2018	£601.81	Write-Off	Unable to trace per Debt Collection	Terminated
033820	ABERFOYLE KILLEARN	13/12/2018	£572.11	Write-Off	Prospects of recovery poor after tracing report	Terminated
033197	PORT GLASGOW	06/12/2019	£512.00	Write-Off	Prospects of recovery poor after tracing report	Abandonment
031275	WELLPARK	27/07/2018	£497.58	Write-Off	Unable to trace per Debt Collection	Terminated
034100	WELLPARK	22/10/2019	£484.69	Write-Off	Unable to trace per Debt Collection	Terminated
033634	GREENOCK EAST	28/05/2019	£337.62	Write-Off	Unable to trace per Debt Collection	Terminated
011746	DEMPSTER STREET	10/12/2018	£218.67	Write-Off	Prospects of recovery poor after tracing report	Terminated
031445	SOUTH MAUKINHILL	09/01/2019	£58.01	Write-Off	Under £75 - Not viable to pursue per policy	Terminated
032840	DEMPSTER STREET	04/10/2019	£21.16	Write-Off	Under £75 - Not viable to pursue per policy	Terminated
028967	WELLPARK	10/12/2019	£0.06	Write-Off	Under £75 - Not viable to pursue per policy	Terminated
			£14,107.15			

Cases at Debt Collection

Tenant Number	Management Area	Terminated	Balance	Current Action	Comments	Termination Reason
	No Current Cases - Considering New Options for these cases					
0			<u>£0.00</u>			

Cases being pusued by the Association via Arrears Policy

Tenant Number	Management Area	Terminated	Balance	Current Action	Comments	Termination Reason
026166	ABERFOYLE KILLEARN	25/04/2018	£1,302.02	Pursuing via Arrears Policy	HO Completing internal process	Terminated
032069	ABERFOYLE KILLEARN	27/09/2019	£1,201.65	Pursuing via Arrears Policy	HO Completing internal process	Terminated
018406	GREENOCK EAST	16/06/2017	£1,043.78	Pursuing via Arrears Policy	HO Completing internal process	Terminated
011061	GIBSHILL	10/10/2019	£897.36	Pursuing via Arrears Policy	HO Completing internal process	Terminated
032735	WELLPARK	09/12/2019	£756.43	Pursuing via Arrears Policy	HO Completing internal process	Terminated
030252	ABERFOYLE KILLEARN	15/10/2018	£730.53	Pursuing via Arrears Policy	Passed for Debt Collection	Terminated
030040	ABERFOYLE KILLEARN	27/03/2019	£680.33	Pursuing via Arrears Policy	HO Completing internal process	Terminated
033014	WELLPARK	19/07/2018	£658.41	Pursuing via Arrears Policy	Passed for Debt Collection	Terminated
027049	WELLPARK	22/07/2019	£451.15	Pursuing via Arrears Policy	HO Completing internal process	Terminated
031283	DEMPSTER STREET	05/10/2018	£415.26	Pursuing via Arrears Policy	Unable to trace per Debt Collection	Terminated
034797	WELLPARK	10/12/2019	£392.35	Pursuing via Arrears Policy	HO Completing internal process	Terminated
027251	GREENOCK EAST	30/07/2019	£386.27	Pursuing via Arrears Policy	HO Completing internal process	Terminated
034665	MACGILLIVARY ESTATE	18/10/2019	£383.56	Pursuing via Arrears Policy	HO Completing internal process	Terminated
027634	WHINHILL	13/06/2017	£343.78	Pursuing via Arrears Policy	Payment Arrangement in Place	Terminated
016420	GREENOCK EAST	01/07/2019	£336.37	Pursuing via Arrears Policy	Debt Collector Pursuing	Terminated
017841	WHINHILL	15/03/2019	£309.03	Pursuing via Arrears Policy	Payment Arrangement in Place	Terminated
019089	WELLPARK	25/11/2019	£294.30	Pursuing via Arrears Policy	HO Completing internal process	Terminated
022829	GREENOCK EAST	08/03/2016	£284.20	Pursuing via Arrears Policy	HO Completing internal process	Terminated
031968	WELLPARK	11/10/2019	£283.10	Pursuing via Arrears Policy	HO Completing internal process	Terminated
026239	GREENOCK EAST	25/12/2018	£276.86	Pursuing via Arrears Policy	HO Completing internal process	Terminated
030597	WELLPARK	04/01/2018	£273.60	Pursuing via Arrears Policy	Passed for Debt Collection	Terminated
025550	MAUKINHILL	26/11/2019	£267.80	Pursuing via Arrears Policy	Payment Arrangement in Place	Terminated
026913	GREENOCK EAST	28/11/2016	£257.24	Pursuing via Arrears Policy	HO Completing internal process	Terminated
031623	GREENOCK EAST	23/12/2019	£245.74	Pursuing via Arrears Policy	HO Completing internal process	Terminated
031666	PORT GLASGOW	20/08/2019	£241.03	Pursuing via Arrears Policy	HO Completing internal process	Terminated
016594	MACGILLIVARY ESTATE	30/09/2017	£231.57	Pursuing via Arrears Policy	HO Completing internal process	Terminated
026263	GREENOCK EAST	20/11/2015	£229.06	Pursuing via Arrears Policy	HO Completing internal process	Terminated
018716	WELLPARK	27/01/2020	£224.03	Pursuing via Arrears Policy	HO Completing internal process	Terminated
024619	GREENOCK EAST	23/05/2017	£177.93	Pursuing via Arrears Policy	HO Completing internal process	Terminated
016918	MACGILLIVARY ESTATE	09/10/2017	£168.06	Pursuing via Arrears Policy	Payment Arrangement in Place	Terminated
029360	GREENOCK EAST	17/05/2017	£150.25	Pursuing via Arrears Policy	Payment Arrangement in Place	Terminated
004057	WHINHILL	28/06/2017	£147.23	Pursuing via Arrears Policy	HO Completing internal process	Terminated
028100	ABERFOYLE KILLEARN	03/08/2018	£146.15	Pursuing via Arrears Policy	HO Completing internal process	Terminated
033049	PORT GLASGOW	26/10/2018	£145.84	Pursuing via Arrears Policy	Payment Arrangement in Place	Terminated
021083	WELLPARK	13/09/2018	£121.94	Pursuing via Arrears Policy	Payment Arrangement in Place	Abandonment
030120	ABERFOYLE KILLEARN	05/08/2019	£119.22	Pursuing via Arrears Policy	HO Completing internal process	Terminated
004383	WHINHILL	31/08/2013	£94.49	Pursuing via Arrears Policy	HO Completing internal process	Terminated
025844	WHINHILL	30/06/2013	£88.46	Pursuing via Arrears Policy	HO Completing internal process	Terminated
028142	WELLPARK	22/08/2019	£39.51	Pursuing via Arrears Policy	HO Completing internal process	Terminated
021989	GIBSHILL	24/12/2019	£2.70	Pursuing via Arrears Policy	HO Completing internal process	Terminated

Cases previously Written Off by Housing Services Manager as per Policy (Since Last Report - For Info Only)

Tenant Number	Management Area	Terminated	Balance	Current Action	Comments	Termination Reason
0	None		<u>£0.00</u>			

Credit Cases Proposed for Write Off

Tenant Number	Management Area	Terminated	Balance	Current Action	Comments
0	None		<u>£0.00</u>		

Rechargeable Costs (Recharge Repairs & Legal Fees)

Cases Proposed for Write-Off

Tenant Number	Management Area	Terminated	Balance	Current Action	Comments	Termination Reason
031313	WELLPARK	20/10/2019	£1,248.13	Write-Off	Tenant Deceased, No Estate	Deceased
029912	WELLPARK	20/01/2017	£434.03	Write-Off	Prospects of recovery poor after tracing report	Terminated
032530	WELLPARK	18/04/2019	£232.99	Write-Off	Unable to trace per Debt Collection	Terminated
030503	WELLPARK	23/08/2018	£94.00	Write-Off	Prospects of recovery poor after tracing report	Terminated
033634	GREENOCK EAST	28/05/2019	£92.64	Write-Off	Unable to trace per Debt Collection	Terminated
033197	PORT GLASGOW	06/12/2019	£53.72	Write-Off	Prospects of recovery poor after tracing report	Abandonment
034550	WELLPARK	23/09/2019	£51.67	Write-Off	Tenant Deceased, No Estate	Deceased
033502	GREENOCK EAST	29/05/2019	£50.70	Write-Off	Unable to trace per Debt Collection	Abandonment
032298	WELLPARK	01/03/2019	£46.91	Write-Off	Prospects of recovery poor after tracing report	Terminated
029602	WHINHILL	07/08/2018	£44.49	Write-Off	Prospects of recovery poor after tracing report	Terminated
10			£2,349.28			

Credit Cases Proposed for Write Off

Tenant Number	Management Area	Terminated	Balance	Current Action	Comments
	None				
0			£0.00		

Cases previously Written Off by Housing Services Manager as per Policy (For Info Only)

Tenant Number	Management Area	Terminated	Balance	Current Action	Comments	Termination Reason
	No cases					
0			£0.00			

CLOCH HOUSING ASSOCIATION LIMITED

Report To : Housing and Property Services Sub Committee
Report From : A. Thomson, Housing Services Manager
Subject : Annual Report on Leasing
Date : 25th February 2020

Executive Summary

The main purpose of this report is to inform the Housing and Property Services Sub Committee of the leases the Association currently has with other organisations in accordance with the Associations Use of Tenancy/Occupancy Agreements and Leasing Policy.

The key recommendations in the report are as follows –

1. Provide feedback where appropriate and otherwise note the contents of the report.

Financial Implications	No direct financial implications however, ensuring that rent is paid timeously for leased properties can have an impact on the Association’s overall cashflow and financial performance.
Risk Considerations	It is a requirement of Section 107 of the Housing (Scotland) Act 2010 that the board/sub-committee regularly review their leased properties. Leasing accommodation is covered under General Consent, and therefore does not require specific consent/authorisation by The Scottish Housing Regulator. However, it is incumbent upon the Association to ensure that the necessary key principles and regulatory expectations are complied with. In addition, properties leased by the Association must be notified to the Scottish Housing Regulator as a “notifiable event” as per guidance issued by the SHR in February 2019. This report will form the basis of the notification that Oak Tree HA will submit in accordance with the same guidance as the parent organisation.
Legal Implications	As Above Risk Considerations
Health & Safety Issues	None
Equalities Assessment	No Issues

Key Issues to Consider

1. Feedback sought on content of report
2. Committee should consider leasing report in terms of General Consent and charitable status.

1.0 BACKGROUND

- 1.1 This report and the Use of Tenancy/Occupancy Agreements and Leasing Policy is required to ensure the Association complies with Section 107 of the Housing (Scotland) Act 2010, which requires registered social landlords to seek The Scottish Housing Regulator (SHR) consent to dispose of land or to dispose of any other assets by granting security over them (referred to as disposals) unless the disposal is one that does not require Scottish Housing Regulator consent.
- 1.2 In accordance with the above, leasing accommodation is covered under what is called, General Consent, and therefore does not require specific consent/authorisation by The Scottish Housing Regulator. Under General Consent it is incumbent upon the Association to ensure that the necessary key principles and regulatory expectations are complied with. However, in accordance with revised Notifiable Event guidance published in February 2019, the Association must notify the SHR of all leased properties. We have agreed with the SHR that this report will form the basis of the notification, once approved by the Sub-Committee.

2.0 CURRENT SITUATION

- 2.1 The Association currently leases 13 properties to various agencies, the details of which are shown in Appendix 1.
- 2.2 Most properties are subject to a 3-year lease, requiring to be renewed from August 2020. There is 1 property on a 2-year lease (renewal August 2020) and 1 property is a rolling lease (office at sheltered housing complex). There are 2 leases to be renewed in this financial year 2020/2021. All of the properties rent accounts are up to date.
- 2.3 The leases to Inverclyde Council (IC) are Model SFHA leases for this specific purpose. All properties have been furnished and decorated by IC, and any issues that arise are dealt with through regular liaison meeting and rent is usually paid in advance, but where issues have arisen, this has been dealt with immediately. The properties in question are not regarded as high demand accommodation or exclusive and we can meet the demands and needs of our applicants from our ongoing void turnover.
- 2.4 In addition to the properties leased to Inverclyde Council for use as temporary accommodation, there are other properties which are leased as detailed in Appendix 1, these mainly related to the provision of office accommodation for supported tenancies.

3.0 RECOMMENDATION

3.1 It is recommended that the Committee, note the contents of this report.

Tenant Number	Tenancy Type	Unit Description	House Code	Prop Address Line 1	Address Line 1	Address Line 2	Address Line 3	Postcode	Term of Lease	Current Lease Start Date	Lease Renewal Date
21784	LEASE TENANCY	FLAT 2/1		58 FLAT 2/1 58 Dempster Street	Dempster Street	Greenock		PA15 4EA	3 Years	01/07/2019	30/06/2022
18554	LEASE TENANCY	Flat 0/3		58 Flat 0/3 58 Regent Street	Regent Street	Greenock		PA15 4NP	3 Years	01/01/2020	31/12/2023
34908	LEASE TENANCY	Flat 1/1		14 Flat 1/1 14 Cross Shore Street	Cross Shore Street	Greenock		PA15 1DY	3 Years	13/05/2019	12/05/2022
35076	LEASE TENANCY	FLAT 2/1		12 FLAT 2/1 12 Lynedoch Street	Lynedoch Street	Greenock		PA15 4AB	3 Years	01/07/2019	30/06/2022
24600	LEASE TENANCY	FLAT 1/1		25 FLAT 1/1 25 Regent Street	Regent Street	Greenock		PA15 4QY	3 Years	01/07/2019	30/06/2022
23027	LEASE TENANCY	FLAT 3/2		24 FLAT 3/2 24 Lynedoch Street	Lynedoch Street	Greenock		PA15 4AB	3 Years	01/07/2019	30/06/2022
21806	LEASE TENANCY	Flat 3/1		9 Flat 3/1 9 Lyle Street	Lyle Street	Greenock		PA15 4QQ	3 Years	01/07/2019	30/06/2022
26212	LEASE TENANCY	Office 0/1		7 Office 0/1 7 Lyle Street	Lyle Street	Greenock		PA15 4QQ	2 Years	01/09/2018	31/08/2020
23370	LEASE TENANCY	FLAT 3/2		15 FLAT 3/2 15 Carwood Street	Carwood Street	Greenock		PA15 2TJ	3 Years	01/07/2019	30/06/2022
35637	LEASE TENANCY	FLAT A2		FLAT A2 Elliott Court	Elliott Court	Carwood Street	Greenock	PA15 2TN	2 Years	29/04/2019	31/03/2021
22020	LEASE TENANCY	UPPER Flat		20 20 Whinhill Crescent	Whinhill Crescent	Greenock		PA15 3AS	3 Years	01/07/2019	30/06/2022
27324	LEASE TENANCY	House		7 7 MacGillivray Avenue	MacGillivray Avenue	Greenock		PA15 2JG	3 Years	22/11/2019	21/11/2022
26956	LEASE TENANCY	Flat 2/2	14C	Flat 2/2 14C Highholm Street	Highholm Street	Port Glasgow		PA14 5HJ	3 Years	10/06/2019	09/06/2022

CLOCH HOUSING ASSOCIATION LIMITED

Report To : Housing and Property Services Sub Committee
Report From : A. Thomson, Housing Services Manager
Subject : Annual Report on Leasing
Date : 4th of February 2020

1 Executive Summary

The main purpose of this report is to inform the Housing and Property Services Sub Committee of the responses to the new tenant satisfaction survey and ask for the sub-committee to select a random respondent for the prize draw.

The key recommendations in the report are as follows –

1. Provide feedback where appropriate and otherwise note the contents of the report.

Financial Implications	No direct financial implications.
Risk Considerations	No direct risk considerations.
Legal Implications	No direct legal implications
Health & Safety Issues	None
Equalities Assessment	No Issues

Key Issues to Consider

1. Feedback sought on content of the report
2. Committee should select a random respondent to win the prize draw.

Appendix 1 – New Tenant Satisfaction Survey Report

2 BACKGROUND

- 2.1 The Association sends out regular satisfaction surveys to new tenants soon after they have moved in to their new home.
- 2.2 A postal/email survey was issued to those who had become tenants of the Association between 1 April 2019 and 30 September 2019. The covering letter for the survey also provides a link which allows tenants to complete the survey online if this is their preference.

- 2.3 The attached appendix gives full details of the survey responses however the following are the key highlights from the survey:
(Please note that some pages within Appendix 1 have been removed to protect the anonymity of the respondents),
- There were 32 respondents to the survey during the period
 - 90.63% of respondents were satisfied with the standard of their home when they moved in.
 - 96.88% of respondents were satisfied with the content of the offer letter
 - 93.76% of respondents were satisfied with the helpfulness of staff
 - 100% of respondents were satisfied with the overall allocation and lettings process
- 2.4 Where residents noted an individual issue with the service as part of their response this has been registered as a complaint on the Association's systems and will be responded to in accordance with the complaints handling procedure (with the exception of service complaints already dealt with to the end of the procedure). Similarly, where an individual has noted a compliment this has been registered also.
- 2.5 Committee are asked to draw the prize draw winners for each category at our meeting.

3 RECOMMENDATION

- 3.1 It is recommended that the Sub-Committee, note the contents of this report and select a random number between 1 and 32 for the purposes of the £20 prize draw for respondents.

Cloch New Tenant Satisfaction Survey

Q1 Please enter your tenant number - you will find this on the letter we sent about the survey.

Answered: 32 Skipped: 0

#	RESPONSES	DATE
1	035351	9/5/2019 10:02 AM
2	035106	7/21/2019 4:46 PM
3	035092	7/11/2019 9:59 AM
4	034657	5/16/2019 9:00 AM
5	034703	5/7/2019 10:18 AM
6	034681	5/3/2019 10:31 AM
7	034185	4/18/2019 11:17 AM
8	033944	4/18/2019 11:11 AM
9	033790	4/18/2019 11:01 AM
10	034053	4/18/2019 10:55 AM
11	034150	4/18/2019 10:40 AM
12	034266	4/18/2019 10:24 AM
13	033782	4/18/2019 10:02 AM
14	033405	4/18/2019 9:52 AM
15	033316	4/18/2019 9:46 AM
16	034223	4/11/2019 10:22 AM
17	034002	4/11/2019 10:07 AM
18	034088	4/11/2019 10:06 AM
19	033294	4/5/2019 1:34 PM
20	033383	4/5/2019 1:25 PM
21	033375	4/5/2019 1:03 PM
22	033219	4/5/2019 12:53 PM
23	033952	4/5/2019 12:32 PM
24	033847	4/5/2019 12:22 PM
25	034410	4/4/2019 11:39 AM
26	034061	4/4/2019 11:31 AM
27	033596	4/4/2019 11:07 AM
28	034240	4/4/2019 10:49 AM
29	034347	4/4/2019 10:48 AM
30	034452	4/4/2019 10:15 AM
31	034304	4/4/2019 10:07 AM
32	034282	4/4/2019 10:01 AM

Cloch New Tenant Satisfaction Survey

Q2 When did your tenancy start? - you will find this on the letter we sent about the survey.

Answered: 32 Skipped: 0

ANSWER CHOICES

e.g. 01/01/2013

RESPONSES

100.00%

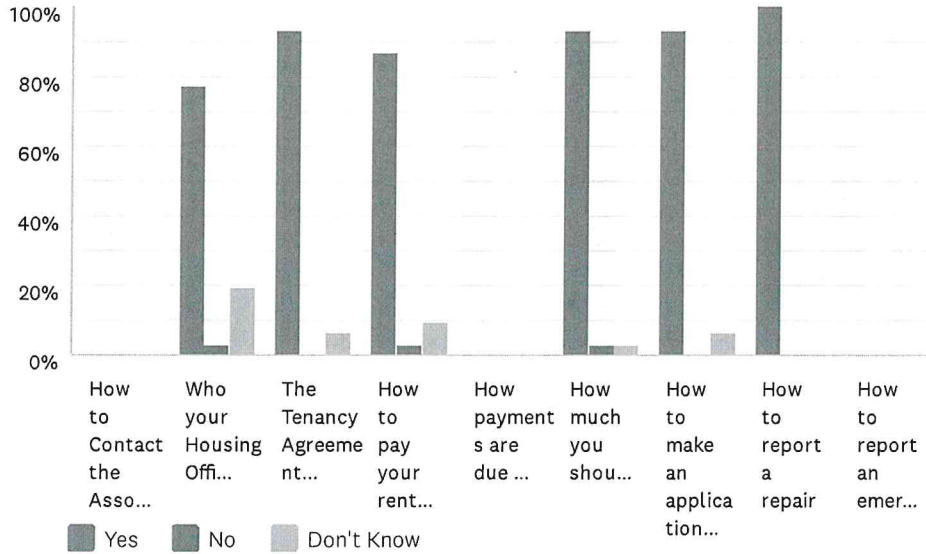
32

#	E.G. 01/01/2013	DATE
1	27/08/2019	9/5/2019 10:02 AM
2	15/07/2019	7/21/2019 4:46 PM
3	25/06/2019	7/11/2019 9:59 AM
4	17/04/2019	5/16/2019 9:00 AM
5	24/04/2019	5/7/2019 10:18 AM
6	18/04/2019	5/3/2019 10:31 AM
7	26/11/2018	4/18/2019 11:17 AM
8	28/09/2018	4/18/2019 11:11 AM
9	01/07/2018	4/18/2019 11:01 AM
10	05/10/2018	4/18/2019 10:55 AM
11	21/11/2018	4/18/2019 10:40 AM
12	21/12/2018	4/18/2019 10:24 AM
13	24/08/2018	4/18/2019 10:02 AM
14	05/06/2018	4/18/2019 9:52 AM
15	17/05/2018	4/18/2019 9:46 AM
16	17/12/2018	4/11/2019 10:22 AM
17	03/10/2018	4/11/2019 10:07 AM
18	30/10/2018	4/11/2019 10:06 AM
19	08/05/2018	4/5/2019 1:34 PM
20	06/06/2018	4/5/2019 1:25 PM
21	05/06/2018	4/5/2019 1:03 PM
22	17/04/2018	4/5/2019 12:53 PM
23	28/09/2018	4/5/2019 12:32 PM
24	29/08/2018	4/5/2019 12:22 PM
25	08/02/2019	4/4/2019 11:39 AM
26	05/10/2018	4/4/2019 11:31 AM
27	11/07/2018	4/4/2019 11:07 AM
28	19/12/2018	4/4/2019 10:49 AM
29	25/01/2019	4/4/2019 10:48 AM
30	22/02/2019	4/4/2019 10:15 AM
31	14/01/2019	4/4/2019 10:07 AM
32	09/01/2019	4/4/2019 10:01 AM

Cloch New Tenant Satisfaction Survey

Q3 Was the following explained to you during your tenancy sign-up appointment?

Answered: 31 Skipped: 1

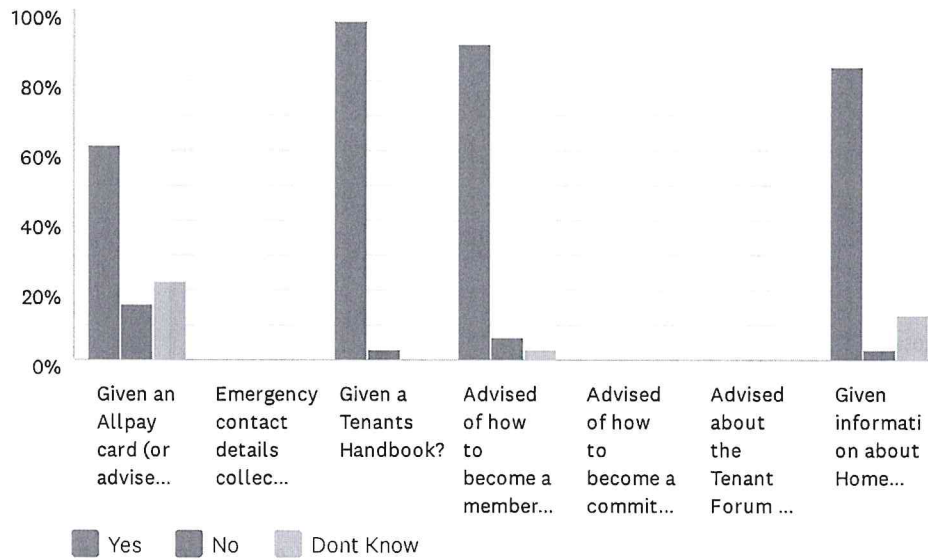


	YES	NO	DON'T KNOW	TOTAL
How to Contact the Association	0.00% 0	0.00% 0	0.00% 0	0
Who your Housing Officer is	77.42% 24	3.23% 1	19.35% 6	31
The Tenancy Agreement explained	93.55% 29	0.00% 0	6.45% 2	31
How to pay your rent and service charges	87.10% 27	3.23% 1	9.68% 3	31
How payments are due in advance	0.00% 0	0.00% 0	0.00% 0	0
How much you should pay	93.55% 29	3.23% 1	3.23% 1	31
How to make an application for Housing Benefit	93.55% 29	0.00% 0	6.45% 2	31
How to report a repair	100.00% 31	0.00% 0	0.00% 0	31
How to report an emergency repair when the office is closed	0.00% 0	0.00% 0	0.00% 0	0

Cloch New Tenant Satisfaction Survey

Q4 Were you:

Answered: 31 Skipped: 1



	YES	NO	DONT KNOW	TOTAL
Given an Allpay card (or advised it was ordered) or Direct Debit form completed?	61.29% 19	16.13% 5	22.58% 7	31
Emergency contact details collected for your Next of Kin etc.	0.00% 0	0.00% 0	0.00% 0	0
Given a Tenants Handbook?	96.77% 30	3.23% 1	0.00% 0	31
Advised of how to become a member of the Association?	90.32% 28	6.45% 2	3.23% 1	31
Advised of how to become a committee member?	0.00% 0	0.00% 0	0.00% 0	0
Advised about the Tenant Forum and other tenants groups?	0.00% 0	0.00% 0	0.00% 0	0
Given information about Home Contents Insurance?	83.87% 26	3.23% 1	12.90% 4	31

Q5 If you were not happy with any of the above, what could have been better?

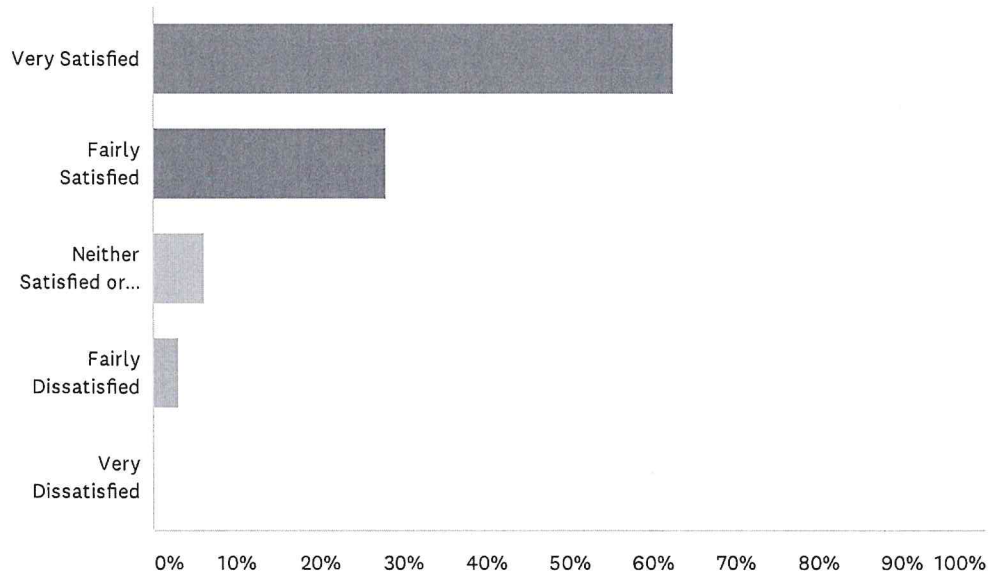
Answered: 0 Skipped: 32

#	RESPONSES	DATE
	There are no responses.	

Cloch New Tenant Satisfaction Survey

Q6 Thinking about when you moved in, how satisfied or dissatisfied were you with the standard of your home?

Answered: 32 Skipped: 0

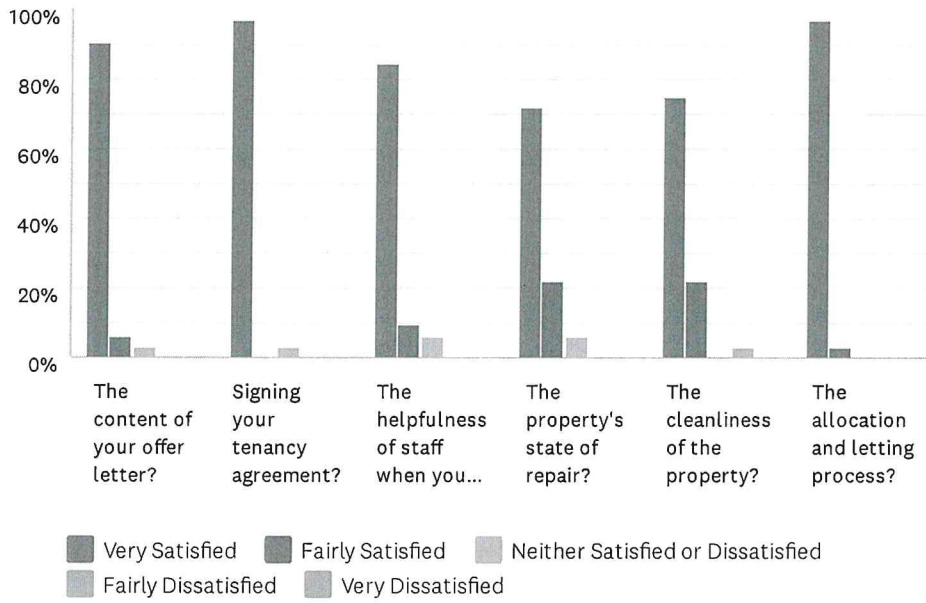


ANSWER CHOICES	RESPONSES	
Very Satisfied	62.50%	20
Fairly Satisfied	28.13%	9
Neither Satisfied or Dissatisfied	6.25%	2
Fairly Dissatisfied	3.13%	1
Very Dissatisfied	0.00%	0
TOTAL		32

Cloch New Tenant Satisfaction Survey

Q7 How Satisfied Were You with the following?

Answered: 32 Skipped: 0



	VERY SATISFIED	FAIRLY SATISFIED	NEITHER SATISFIED OR DISSATISFIED	FAIRLY DISSATISFIED	VERY DISSATISFIED	TOTAL
The content of your offer letter?	90.63% 29	6.25% 2	3.13% 1	0.00% 0	0.00% 0	32
Signing your tenancy agreement?	96.88% 31	0.00% 0	3.13% 1	0.00% 0	0.00% 0	32
The helpfulness of staff when you viewed the property?	84.38% 27	9.38% 3	6.25% 2	0.00% 0	0.00% 0	32
The property's state of repair?	71.88% 23	21.88% 7	6.25% 2	0.00% 0	0.00% 0	32
The cleanliness of the property?	75.00% 24	21.88% 7	0.00% 0	3.13% 1	0.00% 0	32
The allocation and letting process?	96.88% 31	3.13% 1	0.00% 0	0.00% 0	0.00% 0	32

Cloch New Tenant Satisfaction Survey

Q8 If you were not satisfied with any of the above, can you please tell us why?

Answered: 1 Skipped: 31

#	RESPONSES	DATE
1	Not happy about not getting a new kitchen when everyone else here got a new one	7/21/2019 4:48 PM

Cloch New Tenant Satisfaction Survey

Q9 Please use this space for any other comments and any suggestions for improvements to the allocations process or the service given to new tenants.

Answered: 4 Skipped: 28

#	RESPONSES	DATE
1	very rushed not a lot of time to realise faults within property which were then noticed later on within the tenancy	4/5/2019 12:54 PM
2	gas and electricity meter wasn't cleared when moved in	4/5/2019 12:22 PM
3	Make the process easier, make the information easier for people to understand what to look for etc.	4/4/2019 10:27 AM
4	whole process was top notch 5/5.	4/4/2019 10:13 AM

