

# **Cloch Housing Association**

# **Furnished Tenancy Policy**

Policy Name	Furnished Tenancy
Policy Category	HM
Policy Number	104
Date Adopted	26/04/2022
Last Review	n/a
This Review	04/2022
Next Review	04/2025
Equalities Impact Assessment Required	Yes
Link to other policies	Service Charge Setting Policy, Joint Allocations Policy
Consultation	N/A
Need for Procedure	Yes

# 1.0 Quality of Service

- 1.1 Cloch is committed to providing furniture services and white goods to tenants and sharing owners which are of a reasonable standard and offer value for money.
- 1.2 In doing so, Cloch considers the Scottish Housing Regulator's Scottish Social Housing Charter Standards 14 and 15 for rent and service charges which state that:

"Social landlords set rents and service charges in consultation with their tenants and other customers so that:

- a balance is struck between level of services provided, the cost of the services and how far current and prospective tenants and service users can afford them
- tenants get clear information on how rents and other money is spent, including details of individual items of expenditure above thresholds agreed between landlords and tenants."

#### 2.0 Aims

- 2.1 Cloch recognises that some customers require additional assistance when moving into a new home or to help them sustain a tenancy. One of the ways we intend to provide this support is through the provision of furnished tenancies, also known as our Cloch+ service.
- 2.2 The Cloch+ service intends to be a long term (minimum of 10 years), furnished tenancy project. The aim is to provide in the region of seventy furnished tenancies, circa 5% of the housing stock.
- 2.3 This policy sets out the rationale for allocating furnished tenancies, how service charges are calculated, Cloch's responsibilities and the conditions that will apply to customers.
- 2.4 Cloch will use furnished tenancies in conjunction with other support mechanisms, for example, Starter Packs, to ensure customers who are vulnerable or facing financial hardship are given the best opportunities to sustain their tenancy and form lasting roots in the community.

- 2.5 The Cloch+ service rents the property and furnishings, including white goods, to the tenant.
- 2.6 As furnishings are an additional service to those included in the standard Housing Management and Maintenance service, an additional service charge cover the Cloch+ items.
- 2.7 Cloch will not supply gas appliances as part of a Furnished Tenancy (Gas fires or cookers) but will still be required to carry out landlord's annual gas safety checks on any gas appliance in the property (including where the supply has been capped).
- 2.8 All furnishings supplied as part of the Cloch+ service always remain the property of Cloch and Cloch will ensure it is supplied in accordance with the relevant Housing Benefit/Universal Credit regulations.
- 2.9 Cloch will ensure that all furniture provided will meet the relevant British Standards and The Furniture and Furnishings Fire Safety Regulations 1988 (Amended 1989, 1993 and 2010).
- 2.10 Appliance testing (PAT) for any electrical goods supplied will be carried out every three years.

# 3.0 How we identify the property

- 3.1 Cloch will aim to identify seven properties per year, as they become available for re let, to be converted to furnished tenancies. These properties will be mainly 1 bedroom or 2-bedroom properties. They will be advertised as fully furnished tenancies on the Inverclyde Common Housing Register or allocated by referrals from Inverclyde HSCP or other agencies, where appropriate.
- 3.2 All Cloch tenants and sharing owners can access the Cloch+ service to obtain white goods through the white goods replacement service at any time during their tenancy.

# 4.0 How we calculate service charges

- 4.1 Cloch will ensure that service charges are affordable to customers and will maintain an open dialogue with Local Authority Benefits Departments and DWP.
- 4.2 We will ensure that we:
  - provide effective, value for money services to our tenants which are priced to recover costs in a fair and accountable way;
  - involve customers in setting and reviewing service charges;
  - tender services where appropriate to ensure value for money;
  - ensure that service charges are affordable.
- 4.3 The service charge covers the following:
  - the initial cost of the furnishings including VAT where appropriate
  - annual insurance
  - Portable Appliance (PAT) Testing
  - 15% admin
  - 20% void loss/repairs/early replacement

The total is calculated into a monthly charge.

# 4.0 Eligibility of applicants/tenants

- 4.1 Cloch will offer furnished tenancies to housing applicants/referrals in line with our current Allocations Policy, HSCP Referrals and our Section 5 protocol for homeless applicants.
- 4.2 The allocation of all Cloch+ tenancies will made in accordance with the Allocations Policy.
- 4.3 Information about the terms and conditions relating to a furnished tenancy and the service charge will be on the property advert, then discussed at first point of contact, at the viewing, and at the sign-up appointment. The tenant will sign an addendum confirming that they understand and agree to the furnished tenancy.

- 4.4 Existing tenants may request to join the service to obtain white goods.
- 4.5 Clear information will be given to applicants and tenants about the service charge. The current housing circumstances and employment/benefit entitlement will be discussed to confirm that the Cloch+ service is appropriate.
- 4.6 The Cloch+ service will not be offered to tenants currently signed on a Short Scottish Secure Tenancy Agreement (Short SST) or applicants being signed up to a Short SST. Current tenants who are subject to a Notice of Proceedings for Recovery of Possession will not normally be eligible for the White Goods Replacement Service until the notice has expired or the breach of tenancy has been resolved to the satisfaction of Cloch. Where legal action has been instructed against a tenant, they will not be considered for the White Goods Replacement Service.

#### 5.0 Packages

- 5.1 A set furniture package will be provided. These furnishings will be those identified by an inventory provided at the commencement of each tenancy.
- 5.2 The furnishings will always remain the property of Cloch.
- 5.3 Tenants will only be allowed to reduce the level of furniture provided in exceptional circumstances; however, the service charge will not be reduced.
- 5.4 Furniture will be procured in line with Cloch's scheme of delegation and financial regulations.
- 5.5 Furniture will be of a reasonable quality and affordable.

#### 6.0 White goods replacement service

- 6.1 Cloch tenants can be offered white goods through the Cloch+ service. However, in most circumstances, other grant/charity funding will be explored in the first instance.
- Where white goods are provided, the tenancy will become a Cloch+ tenancy. Tenants will sign an addendum to their tenancy agreement to confirm that they understand and agree to the additional service charge. The tenant will sign this to confirm that they understand and agree to the terms and conditions and the additional service charge.

- 6.3 The service charge will be calculated in line with the Cloch+ service charge, as set out at 3.3 above.
- 6.4 White goods can transfer with the tenant, if the tenant wishes to move to another Cloch tenancy.

# 7.0 Cloch Responsibilities

- 7.1 All furnishings will always remain the property of Cloch and as such will be covered by Cloch's insurance for fire, theft and accidental damage. The insurance charge will form part of the service charge for the furniture.
- 7.2 Cloch is responsible for the maintenance, repair and replacement of all furnishings through normal wear and tear but not through misuse of furnishings.
- 7.3 A tenancy visit, by appointment, and giving reasonable notice, will be carried out a minimum of once every year for all Cloch+ properties. At this visit a member of the Housing Services Team will carry out an inspection of all furnishings and offer advice on any other matter relating to the tenancy.

## 8.0 Tenant responsibilities

- 8.1 Tenants should report any repairs to Cloch promptly.
- 8.2 Tenants should take reasonable care of the furnishings, and only use items for the purpose they were designed. The tenant is responsible for other household members and visitors to the property, if the furniture is damaged by anyone visiting the property the tenant is responsible for the repair/replacement of the items.
- 8.3 Damage or ill-treatment of furniture supplied is a ground for eviction and Cloch will consider legal action where appropriate to recover the tenancy.
- 8.4 Tenants should report any damage immediately. If the damage is deemed to have been caused by wilful neglect or a deliberate act, the tenant will be recharged for replacement of the item.
- 8.5 Tenants should report the theft of any items to Cloch and the Police immediately. A crime reference number should be obtained from the Police and

- passed to Cloch. Failure to report the theft will result in the tenant being responsible for the full cost of replacing the item.
- 8.6 Tenants must not sell, rent or remove any furnishings from the property. Court proceedings may be taken if they do, and/or this will be reported to the Police as it may constitute a criminal offence. The tenant will also be recharged the full cost of replacing any missing items.

# 9.0 End of tenancy/Change of tenancy

- 9.1 When a tenant wishes to end a Cloch+ tenancy, furnishings should be left in the property in a clean and undamaged condition. A pre termination visit will be carried out by a member of the Housing Services Team and the tenant will be provided with a copy of the signed supplement showing the list of items which should be left. Any missing or intentionally damaged furnishings will be recharged.
- 9.2 In the unfortunate event of a tenant's death, Cloch will provide relatives with an inventory of the items that need to be left in the property.
- 9.3 Furnishings will be inspected when a Cloch+ property becomes available for re let. Mattresses will be replaced but all other items deemed to be in good condition will be cleaned and re-used by the incoming tenant. All electrical appliances will be PAT tested.

#### 10.0 Disposal

10.1 Furnishings that have reached the end of their life cycle will be removed by Cloch and disposed of in accordance with relevant healthy and safety regulations.

#### 11.0 Support/visits etc

11.1 A tenancy visit, by appointment, and giving reasonable notice, will be carried out a minimum of once every year for all Cloch+ properties. At this visit advice

- will be offered on any other matter relating to the tenancy and/or the tenants need for additional support. Referrals and signposting will be offered.
- 11.2 Assistance will be offered to Cloch+ tenants who wish to move to another Cloch+ or non-furnished tenancy. Where a tenant no longer requires the furnishings, assistance will be offered to allow them to move to a non-furnished tenancy. A Management Transfer may be offered subject to the terms of the current tenancy being adhered to and there being no outstanding housing debt.
- 11.3 Cloch will use the following methods to assess quality of service on an on-going basis.
  - i) Annual review of actual cost of service.
  - ii) Annual review of actual services carried out
  - iii) Satisfaction Survey of tenants moving in, moving out and also a 3-yearly Satisfaction Survey
  - iv) An annual review of the performance of each Contractor supplying the goods.

#### 12.0 Customer Satisfaction

- 12.1 Cloch endeavours to ensure that tenants and sharing owners are satisfied with the outcome of the services provided to them. This will be assessed in the following ways:
  - i) Regular newsletter articles regarding the services and encouraging contact with Cloch regarding dissatisfaction
  - ii) Satisfaction Survey's will be carried out as per 11.3 (iii)
  - iii) Review of any complaints received relating to services provided

#### 13.0 Appeals and Complaints

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

# 14.0 Equalities Commitment

- 14.1 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.
- 14.2 Cloch seeks to embrace diversity, promote equal opportunities for all and eliminate any unlawful discrimination in all areas of our work.

# 15.0 Policy Availability

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

# 16.0 Monitoring and Review

16.1 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 as part of the annual rent and service charge increase consultation process.