



# Cassiltoun

## Housing Association

### **POLICY & PROCEDURES FOR ABANDONMENT**

<b>Date Approved</b>	<b>Proposed Review Date</b>
October 2014	October 2017
<b>Chair Person/Office Bearers Signature:</b>	

CASSILTOUN HOUSING ASSOCIATION IS A RECOGNISED SCOTTISH CHARITY (SC035544)

CASSILTOUN HOUSING ASSOCIATION LTD  
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## **Introduction**

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## 1. Introduction

**1.1** This guidance provides all officers with clear and consistent procedures to be used when dealing with abandoned houses. These present a great practical problem for any landlord. An abandoned property represents lost revenue, continuing maintenance costs and a risk of vandalism.

If the procedures are used this should help to reduce the number of abandoned properties that Cassiltoun has to deal with, and minimise lost rent and other costs.

**1.2** The challenge is how to balance efficient management of the housing stock with the requirement to follow the letter of the law. A property may appear to be empty and 'abandoned' but in many cases a tenancy is still likely to exist. If the landlord gets it wrong the tenant may have a valid remedy through the courts requiring the landlord to:

- Allow the tenant to return to the house if it has not been re-let
- Or provide the tenant with another house.
- The tenant could also raise separate actions for compensation:

For stress, inconvenience, anxiety, depression etc.

For property left in the house that may have been disposed of or damaged in the enforcement of the original abandonment notices.

**The aim therefore is to only serve abandonment notices where the property has actually been abandoned and investigations confirm this.**

**1.3** If a member of the Operations Team discovers a property may be empty and there has been no contact from the tenant, a decision needs to be made as to whether the tenant is **occupying the house and intends occupying it as his or her only or principal home. This is a legal process set out in the Housing (Scotland) Act 2001.**

**1.4** How do you find out about the tenant's intentions? Working through a good practice checklist (see Appendix 11 '**Manager Sign-off Aband 1**') is a very useful way of recording and showing that all **reasonable** steps were taken to assess the particular circumstances of a case and protect the landlord from any legal challenge by the tenant. If the tenant can demonstrate evidence of occupation (physical presence) or an intention to return (for example after a long holiday or hospitalisation) then taking action on abandonment is probably inappropriate.

**1.5 Please note the statutory abandonment procedure in ss17-21 of the Housing (Scotland) Act 2001 (the Act) must not be used to coerce tenants to contact the Association, for example to discuss rent arrears or because they have failed to allow access for gas servicing. This is an improper use of the procedure and opens the Association to an accusation of acting oppressively. The Association must not threaten tenants with a legal action if they do not intend taking it. In *William Smith v Dundee City Council 2003 HOUS LR 55* the sheriff said the statutory abandonment procedure should be used only in cases where the tenant has clearly abandoned the tenancy. (For full extract of this case see Appendix Smith v Dundee City)**

**1.6** If there is doubt that the property has been abandoned but the tenant is not occupying the property similar to the case above then the Operations Team should use a Notice of Proceedings for Recovery of Possession (NOP) for rent arrears or any other breach of the tenancy. It may be more practical to issue an NOP to a tenant for not using his or her house as their principal home and raise proceedings at the end of the notice period after 28 days.

**1.7** The following procedure provides the Operations Team with advice in carrying out the statutory abandonment procedure.

## **2. Cassiltoun's Scottish Secure Tenancy Agreement (SST)**

**2.1** Cassiltoun's SST sets out the following conditions:

- 2.2 (part): *You must tell us if you intend to go away, for more than four weeks and your house will be unoccupied during that time*.
- This is designed to protect tenants who may wish to go away on an extended holiday or be away from their house for a good reason.
- 6.4: *If 'we have reasonable grounds for believing that you have abandoned the house. In this case, we may forcibly enter the house to make it secure. We will also give you at least four weeks' notice that we believe that you have abandoned the house. If at the end of that period we have reasonable grounds for believing that you have abandoned the house, we may repossess the house by us serving another notice. You have a right to make application to the sheriff against repossession within six months. We will secure the safe custody and delivery to you of any property that is found in the house. We will have the right to make a charge for this and to dispose of any property if you have not made arrangements for its delivery within a given period*'.

## **3. Dealing with abandoned tenancies – Housing (Scotland) Act 2001**

**3.1** Under sections 17 and 18 of the Housing (Scotland) Act 2001 (the Act) Cassiltoun Housing Association Ltd may terminate a Scottish Secure Tenancy if it has reasonable grounds for believing that:

- **The house is not occupied and**
- **The tenant does not intend to occupy the house as the tenant's home.**

That is, it believes the house has been **abandoned**: section 17(1).

**3.2** Section 17 of the Act gives Cassiltoun Housing Association powers to deal with houses it believes are abandoned including:

- Entering the house **at any time** in order to secure the house, fittings, fixtures or furniture against vandalism;
- To facilitate this the landlord may force open doors and locked places such as windows, outhouses and cupboards;

- Proceed with repossession action under section 18.

**3.3 There is no statutory abandonment notice.** The Operations Team **simply has to write to the tenant.** In Cassiltoun Housing Association we use Abandonment Notices 1 and 2 (**ABANDS 1 and 2 Appendix 1 and 2**) . (**For joint tenants see sections 10, 11 &12** ) However it must act **reasonably**. It must have good reason to believe a house has been abandoned, for example by:

- Checking any records to see if they reveal what the tenant's intentions might be
- Inspecting the house from the outside to see what it reveals
- Asking the neighbours and anyone else who might be able to shed light on the tenant's whereabouts and intentions

Here are some examples of enquiries that the Operations Team could make when conducting its investigation:

- If the tenant is contacted - does (s)he intend to return?

**This is a very important point as we should be using every opportunity to help people remain in their tenancies. You should consider what made the person unable to stay in the tenancy and what support they would require to make that happen**

- Is the rent being paid and are there any arrears?
- Have the keys been returned?
- Are there any personal possessions in the house?
- Is mail accumulating, being collected or redirected?
- Are there any external gas/electricity meters? Take readings to see if supplies are being used.
- When did the neighbours last see or hear the tenant?
- Is the tenant still claiming Housing Benefit or DWP benefits?
- Is the tenant still registered for Council Tax?
- Have any other agencies such as Social Work or Education had any contact with the tenant/s?
- Have the tenant's children changed schools?
- Has the tenant made a homeless application?
- Is the tenant in custody or been reported missing?
- Is the tenant in hospital?

- Is the tenant still registered on the electoral register?

before issuing the Aband 1, the Area Housing Manager must be satisfied that all appropriate checks have been carried out (See Appendix 11 '**Manager Sign-off Aband 1**')

**3.4** The Operations Team must keep a detailed record of all enquiries and of any actions taken after completing its investigation, for example a log of house visits, phone calls and letters etc. All entries must be clearly signed and dated by the relevant officer. The length of each investigation will turn on the circumstances of the case until the Team is satisfied, based on the evidence and information gathered, that the tenant has abandoned the house. The Team must be able to demonstrate its enquiries were sufficient and reasonable in the circumstances. (See Appendix 10 '**Abandonment of Secure Tenancy Tracking Sheet**')

#### **4. Serving a notice of Abandonment - Section 18(1)**

**4.1** If the Operations Team is satisfied that the house is not occupied and the tenant does not intend to occupy the house as his/her home, having made such enquiries as necessary (**see 3.3 above**), it may serve on the tenant a **notice** (Appendix 1 **ABAND 1**) which:

- States its reasons for believing that the property is unoccupied and that the tenant does not intend to occupy it as his or her home;
- Requires the tenant to inform the Association in writing within 28 days of the notice being served that he or she intends to occupy the house as their home;
- Informs the tenant that if, at the end of the 28 day period, it appears to the Association that he or she does not intend to occupy the house, then the tenancy will be terminated with immediate effect.
- **Important Note** – The Operations Team should allow a full 30 days from the date the ABAND 1 notice is served before serving the ABAND 2 to ensure that the full 28 day statutory period has elapsed. This makes an allowance that the ABAND 1 notice becomes valid on **the day after it has been served**.

#### **5. Terminating the tenancy and repossessing the house – Sections 18(2) and (3)**

**5.1** If the Association has made enquiries to satisfy it that the house is unoccupied and that the tenant does not intend to occupy the house as their home, then at the end of the 28 day period, it can serve a further **notice** (Appendix 2 **ABAND 2**).

- **Important Note** – The Operations Team, when serving the Aband 2 Notice, should allow a full 30 days from the date the ABAND 1 notice was served to ensure the full 28 day statutory period has elapsed before taking possession of the house.

**5.2** The Association can then take possession of the house without any court proceedings. **The serving of the ABAND 2 terminates the tenancy with IMMEDIATE effect.**

**5.3** Should the **tenant return** after the ABAND 2 is served and the tenancy terminated then the Association must decide:

- **Whether the abandonment was served in error and the tenant has reasonable grounds to challenge it. In this case the Association can offer the property (if it is still un-let) or an alternative property to the tenant but must create a new tenancy as the original tenancy has been terminated.**
- **If the Association decides that the abandonment was served correctly and in fact the tenant had abandoned the property then they can request that the tenant has to reapply on the waiting list. However, legal advice on the abandonment should be sought before making such a decision.**

**5.4** On some occasions the tenant may come to the office to hand keys in. In these circumstances, unless a Notice of Termination is signed or the tenant puts their notice in writing the Abandonment procedure should be followed in order to protect Cassiltoun Housing Association. If the person calls to hand in their keys, they should be asked to sign a termination notice there and then. If they are not willing to do so, they should be advised that the rent charge will continue to be levied on them while the Abandonment procedure runs and that they will be held liable for any outstanding sums. **This obviously has implications for our ability to enter the property and carry our repairs during any notice period as well as our capacity to carry out pre-selections and will therefore have a detrimental impact on lost rents. It is therefore crucial to obtain written notice wherever possible.**

## **6. Serving notices**

**6.1** The Association can serve a notice in one or more of the following ways by:

- **Delivering it to the tenant**
- **Leaving it at the person's last known address (most likely the tenant's house)**
- **If you have information about where the tenant may be living, a copy should also be sent to that address.**

**6.2** The Association must deliver the Notice on the tenancy by personal service (**hand delivery**) and execution of service should be witnessed. This will involve two officers for each delivery (**i.e. signed and dated by both officers and clearly stating their full names and job titles etc**) (Appendix 8 **Example Certificate of Delivery**). Where copies are being sent to another address, these should be sent posted.

## **7. Abandoned property found at the house**

**Section 18(4) and the Secure Tenancies (Abandoned Property) (Scotland) Order 2002 (the order)**

**7.1** If the Association finds property belonging to the tenant in the house:

- **It must take the property into its possession.**

- **If any of the items are recognised as being hazardous to health or there is any doubt over the safety of removing any items then The Director of Operations should be contacted immediately so that an assessment of the hazardous items can be carried out. It may be appropriate for the items to be placed in a secure container until such times as an assessment can take place.**
- **The Operations Team must prepare an inventory of ALL of the property found, signed and dated by two members of staff (names in full and job titles must be given on the inventory). The Team should also take photographs of property for its records. (Appendix 5 Inventory)**

**7.2** At the same time it must serve a **Notice** (Appendix 6 **Notice of Property**) on the tenant (see section 6 above for methods of service) informing the tenant the property is in its possession and that it can be collected from the Association within a minimum period of 28 days. The Operations Team must attach a copy of the inventory to the notice. The Team should allow 30 days from the date of the notice before disposing of the property. This allows for a full 28 days to pass after the service of the notice.

**7.3** The notice should also state that the tenant will be charged for the Association's costs incurred in the removal and storage and also inform the tenant that if it is not collected within the time specified, it will be disposed of by the Association in accordance with the provisions of the Order.

**7.4** At the end of the period specified in the notice, if the tenant has not collected the property, the Association has a duty to continue to store the property for 6 months from the date the house was repossessed. However, if in the opinion of the Association the property is of little value so that the estimated costs of storage would not be covered by the sale of the property, there is no duty to store the property for this further period. The Association may dispose of the property at that point, recovering by sale, if possible, its storage costs to date. (**See Appendix 5 Storage tracking sheet**)

**7.5** It is difficult to offer specific advice to the Operations Team on valuing property. However it should be noted that second hand furniture generally has very low resale values. Electrical goods have a limited resale value, as their second hand sale is not lawful unless they have a valid electrical safety certificate or the plug and cord have been cut off.

It should also be noted that the following should be taken into account before deciding to sell furniture/goods:

- **Fitness for all the purposes for which goods of the kind in question are commonly supplied.**
- **Appearance and finish.**
- **Freedom from minor defects.**
- **Safety.**
- **Durability.**

## **8. Register of abandoned property – Article 8 of the Order**

**8.1** The Association must keep a register of houses that have been repossessed under Section 18, in which property has been found. In practice, almost all abandoned properties are likely to have some items and the register should therefore list **ALL** abandoned property. The house must remain on the register for 5 years and the register must be open for public inspection at all reasonable times. (Appendix 7 **Example Abandoned Property Register**).

**8.2** It is important that Association keep the register in the same format as Cassiltoun must also keep a corporate register of abandoned property.

## **9. Challenging a termination of tenancy under s18 – Tenant’s recourse to court – Section 19**

**9.1** The tenant can challenge the Association’s decision to terminate the tenancy by raising a summary application in the sheriff’s court within 6 months of the termination date if he or she believes:

- **The Association has not complied with s18 of the Act, or**
- **The Association did not have reasonable grounds for finding that the house was unoccupied or that the tenant did not intend to occupy it as his or her home.**
- **The Association was in error in finding that the tenant did not intend to occupy the house as the tenant's home, and the tenant had reasonable cause, by reason of illness or otherwise, for failing to notify the landlord of the tenant's intention so to occupy it.**

**9.2** Cassiltoun will keep a complete record of enquiries and action taken in relation to an abandoned property, as this will provide essential evidence in the event of a legal challenge by a tenant. (Appendix 10 **Abandonment of Secure Tenancy Tracking Sheet**).

**9.3** **If the Association has incomplete or insufficient records then it is more than likely that the Legal team will be unable to defend any challenge on behalf of the Association. The Association will then have to re-let the property to the tenant or provide alternative comparable accommodation to the tenant.**

## **10. Abandonment of a house by a joint tenant – Section 20**

**10.1** The Association should carry out such enquiries to establish it has good reason that the joint tenant is not occupying the house and does not intend occupying it as his or her home using (Appendix 11 **‘Abandonment of Secure Tenancy Checklist**).

**10.2** Where Cassiltoun has reasonable grounds for believing that one of the joint tenants is not occupying the house and does not intend to occupy it as his or her home, Cassiltoun may serve a **notice** (Appendix 3 **Joint tenant Aband 1**) on that tenant (and a copy on the other joint tenant(s)) stating:

- **The Association has reason to believe that the joint tenant is not occupying the house and does not intend occupying the house as his or her home;**

- **The joint tenant must inform Cassiltoun in writing within 4 weeks of the notice if s/he intends to occupy the house as his or her home; and**
- **If it appears to Cassiltoun that at the end of the 4 weeks the joint tenant does not intend to occupy the house as his or her home, the joint tenant's interest in the house (i.e. his/her interest in the tenancy) will be brought to an end by means of a further notice (Appendix 4 Joint tenant Aband 2).**
- **The Association will calculate 4 weeks and one day from the date of the original notice to allow the full period to elapse**

## **11. Terminating the joint tenant's interest – Section 20(3)**

**11.1** Once the period of 4 weeks (and one day) has expired and Cassiltoun has carried out the necessary enquiries to satisfy itself that the joint tenant is not occupying the house and does not intend to occupy it as his or her home, the Association can serve a further notice (Appendix 4 **Joint Tenant Aband 2**) on that joint tenant (with a copy to the other joint tenant(s)) terminating that joint tenant's interest in the tenancy, giving not less than 8 weeks (and one day) notice. At the end of that period, that joint tenant's interest in the tenancy terminates. The Association should calculate 8 weeks and one day from the date of the second notice before terminating the tenancy. This allows the full statutory period to elapse.

**11.2** The remaining tenant/s simply continue as tenant/s. **The tenancy does not end but the tenancy details are amended to show that the abandoning tenant has ended as part of both the tenancy and the household and is no longer attached to that tenancy. Any debts remain on the account and are recoverable from the remaining tenant/s.**

## **12. Joint tenant's right of appeal – Section 21**

**12.1** A joint tenant who is aggrieved by the service of the section 20(3) notice bringing his/her interest under the tenancy to an end has a right of appeal to the sheriff.

## **13. Other methods of dealing with abandoned houses**

**13.1** As an alternative to using the abandonment provisions contained in sections 17 to 21, the Association can choose to seek eviction of the tenants through the courts in the usual way. This is not an option where the Association wishes to evict one only of the joint tenants.

**13.2** The first option is found in Ground 5 in Part 1 of Schedule 2 of the Act and applies where:

- **Both the tenant and his/her spouse; or**
- **Both the tenant and his/her cohabitee (of either sex and where they have been living in the house together for at least 6 months prior to leaving the house);**

Have been absent from the house without reasonable excuse for a period of at least 6 months (or have ceased to occupy the house as their principal home).

**13.3** The second option is found in Ground 1 in Part 1 of Schedule 2 of the Act where any obligation of the tenancy has been broken. The SST contains an express term about occupying the house, which states:

- *2.1: You must take entry to the house, occupy it and furnish it and use it solely as your only or principal home.*

**13.4** If the tenant fails to occupy the house as his or her principal home it will be a breach of tenancy.

**13.5** The SST also includes an express term about notifying the landlord of any absences they intend to have away from the property where the property will be unoccupied:

- *2.2: Before you, or your family, or those living with you, leave the house unoccupied, you, or they, must check reasonably thoroughly that there is no risk of damage from fire or from water or gas supplies in your house. You must tell us in advance if you are going to be away, leaving your house unoccupied for more than four weeks. If the house is going to be unoccupied for any length of time, where there is a risk of water pipes freezing, you must tell us before you leave.*

**13.6** If the sheriff court grants Cassiltoun a decree to evict the tenant under Grounds 1 and 5 (above), the Association will not have to secure and store any property found in the house when it is repossessed.

#### **14. Charging the Tenant for Repairs and Storage costs**

**14.1** The tenant should be charged for the costs of any repairs that are rechargeable under the Repairs and Maintenance, Voids and Debtors Policies and Procedures.

**14.2** The cost of removal and storage for property found in the abandoned house should be charged to the tenant and pursued as per the Debtors Policy and Procedures.

**14.3** Any Former Tenant debt or other debts should be pursued as per the Rent Management Policy.

Appendix 1 – ABAND 1 – Single Tenant

Date:

Tenant's Name

Tenant's Address

Dear,

*Housing (Scotland) Act 2001 - Section 17 & 18 Abandoned Tenancies*

I have reason to believe that your house at \_\_\_\_\_ is unoccupied and that you do not intend to live in it as your home for the following reason(s).

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On behalf of Cassiltoun Housing Association Ltd I therefore give you notice that if you intend to use the house as your home, you must contact me in writing at the above address within 29 days of the date shown at the top of this letter.

**If at the end of the 29 days it appears that you do not intend to occupy the house as your home your tenancy of \_\_\_\_\_ will be terminated IMMEDIATELY.**

In accordance with The Scottish Secure Tenancies (Abandoned Property) Order 2002, if there is property in the house, I hereby give you notice on behalf of Cassiltoun Housing Association Ltd, that you must collect such property from the house within 28 days of the date shown at the top of this notice. **Should it be necessary to store any of your possessions found in the house, the cost of such storage will be charged directly to you.**

**If you reply to this letter, you must do so in writing to Fiona McGowan, Director of Operations and any reply must be by recorded delivery. Any reply not posted in this way will be held not to have been properly served on Cassiltoun Housing Association Ltd for the purpose of any time limit imposed on the Cassiltoun Housing Association Ltd by the Housing (Scotland) Act 2001.**

Yours sincerely

**Fiona McGowan  
Director of Operations**

Appendix 2 - Notice- ABAND 2- Single Tenant

Date:

Tenant's Name and Address

Dear

*Housing (Scotland) Act 2001 - Section 17 & 18 Abandoned Tenancies*

**On behalf of Cassiltoun Housing Association Ltd I hereby give notice that as from the date of this Notice your tenancy at has been terminated.**

You no longer have any right to occupy the above house and Cassiltoun Housing Association Ltd will remove any property left by you in the house.

Any enquiries should be made to the address at the top of this Notice.

Yours sincerely

**Fiona McGowan**  
**Director of Operations**

## Appendix 3 – Joint Tenancy Notice Aband 1

Date Of Service

Tenant's Name and Address

Dear

*NOTICE: ABANDONED JOINT TENANCY*  
**HOUSING (SCOTLAND) ACT 2001: SECTION 20(2)**

On behalf of Cassiltoun Housing Association Ltd I am serving you with a notice under section 20(2) of the Housing (Scotland) Act 2001, as I do not believe you are occupying your house at and do not intend occupying it as your home as a joint tenant for the following reason(s).

*(Explain your reasons)*

Please inform me in writing within 4 weeks of the date of this notice if you intend to occupy the house as your home.

**If at the end of the 4 weeks it appears that you do not intend to occupy the house as your home a further notice will be served upon you. Such a notice will bring your interest in the Joint Tenancy of ..... to an end 8 weeks from the date it is served.**

**If you reply to this letter, you must do so in writing to Fiona McGowan, Director of Operations and any reply must be by recorded delivery. Any reply not posted in this way will be held not to have been properly served on Cassiltoun Housing Association Ltd for the purpose of any time limit imposed on Cassiltoun Housing Association Ltd by the Housing (Scotland) Act 2001.**

Yours sincerely

**Fiona McGowan**  
**Director of Operations**

Appendix 4 - Joint Tenancy Notice -Aband 2

Date of Service

Tenant's Name and Address

Dear

**NOTICE: ENDING A JOINT TENANT'S INTEREST IN A TENANCY:  
HOUSING (SCOTLAND) ACT 2001: SECTION 20(3)**

On behalf of Cassiltoun Housing Association Ltd I wrote to you on (*insert date*) serving notice that I did not believe that you were occupying your house at (*insert address*) and that you did not intend occupying it as your home as a joint tenant.

I note that you have not responded to the notice and after making such inquiries as necessary, I am satisfied that you are not occupying the house and do not intend to occupy it as your home.

**On behalf of Cassiltoun Housing Association Ltd I am serving you with a further notice bringing your interest in the tenancy of .....to an end on (*insert date – 8 weeks from the date this notice was served*).**

**If you reply to this letter, you must do so in writing to Fiona McGowan,**

**Director of Operations and any reply must be by recorded delivery.**

**Any reply not posted in this way will be held not to have been properly served on Cassiltoun Housing Association Ltd for the purpose of any time limit imposed on the Cassiltoun Housing Association Ltd by the Housing (Scotland) Act 2001.**

Yours sincerely

**Fiona McGowan  
Director of Operations**

Appendix 5 - Abandonment - Inventory and Storage Tracking

<b>Date of Inspection</b>	
<b>Tenant's Name</b>	
<b>Tenant's Address</b>	
<b>Tenant Number</b>	

	<b>Name</b> (block Capitals)	<b>Signature</b>	<b>Job Title</b>
<b>Inspecting Officer</b>			
<b>Witness</b>			

**NB: All printed photographs should also be signed and dated by both officers**

<b>Room</b>	<b>Items found</b>	<b>Condition</b>	<b>Photographs</b> (y/n)	<b>Store</b> (y/n)



<b>Kitchen</b>				
<b>Bathroom</b>				



<b>Bedroom 3</b>				
<b>Bedroom 4</b>				
<b>Garden</b>				
<b>General Condition</b>	<b>Inside</b>		<b>Outside</b>	

<b>Additional Comments</b>		

<b>Storage Tracking</b>			
<b>No. items removed for storage  (per tick sheet above)</b>			
<b>Company used for storage</b>			
<b>Phone number</b>			
<b>Date into storage</b>			
<b>Officers present</b>			
<b>Cost per week/month  (Delete as appropriate)</b>		<b>Review date</b>	

## Appendix 6 - Notice Property Aband

Date of Service

Tenant's Name

Tenant's Address

Dear

*NOTICE – ABANDONED PROPERTY:*

**HOUSING (SCOTLAND) ACT 2001: SECTION 18(4)**

**THE SCOTTISH SECURE TENANCIES (ABANDONED PROPERTY) ORDER 2002 (THE ORDER)**

When Cassiltoun Housing Association Ltd took possession of your house (insert address) on (insert date) some property belonging to you was found within the house. The property was removed and has been placed into storage.

If you wish to collect the property, please contact (*insert name*) at this office.

You will have to pay all the costs incurred by Cassiltoun Housing Association Ltd for securing, removing and storing your property before it is returned to you. The costs will be approximately (*provide estimate of costs*).

If you do not contact me within 28 days of the date on this notice I will dispose of the property in accordance with the provisions of the Order.

Yours sincerely

**Fiona McGowan**  
**Director of Operations**



## **Appendix 8 - Abandonment Notice - Certificate Of Delivery**

Notice, of which the attached copy notice is certified a true copy was served on:

Name of Tenant:

By introducing the notice into the dwelling house at:

Address:

By means of a letter box on/or attached to security door.

Date of Service:

Name in block capitals

signed

Certified a true copy by:

Served by:

Witness to the Serve: (if not an employee of Cassiltoun Housing Association Ltd)

Name in block capitals

Occupation:

Employer:

## Appendix 9 - Abandonment Notice 2 - Certificate Of Delivery

Notice, of which the attached copy notice is certified a true copy, was served on:

Name of tenant:

By introducing the notice into the dwelling house at:

Address:

By means of a letter box on/or attached to security door.

Date of Service

Name in block capitals

Signed

Certified a true Copy by:

Served by:

Witness to Serve:

(provide details of occupation and employer, if not a Cassiltoun Housing Association Ltd employee)

Name in block capitals

Occupation

Employer

## Appendix 10 Abandonment of Secure Tenancy - Tracking Sheet

<b>Tenant(s) Name</b>				<b>Address</b>			
<b>Property Code</b>		<b>Rent Charge</b>		<b>Housing Benefit</b>		<b>Current Balance</b>	
<b>Tenancy Reference</b>						<b>Balance Date</b>	

<b>Date 1<sup>st</sup> Notified Abandoned</b>		<b>Date Security Ordered</b>	
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<b>Date Aband 1 Served</b>		<b>Date Aband 1 Served (joint tenant)</b>		<b>Date Manager Sign Off</b>	
<b>Reason for Serving Aband</b>					
<b>Served by:</b>				<b>Date:</b>	
<b>Witnessed By:</b>				<b>Date:</b>	

<b>Date of Contact from Tenant</b>		<b>Details of Contact from Tenant</b>	
<b>Date Aband 2 Served</b>		<b>Date Aband 2 Served (joint tenant)</b>	
<b>Housing Officer Name</b>		<b>Signature</b>	
<b>Date</b>			

<b>The following Documents are Attached:</b>	<b>Tick</b>
Manager Signoff Checklist	
Copy Aband 1	
Copy Aband 1 Service	
Copy Aband 2	
Copy Aband 2 Service	
Inventory	
Photographs	

**Appendix 11 - CRITERIA CHECKLIST FOR MANAGER SIGN-OFF ABAND 1 AND COMPLETE PACK**

<b>AREA:</b>	
<b>Property Code:</b>	
<b>Tenants Name</b>	
<b>Address</b>	
<b>Housing Officer</b>	

<b>Qualifying Criteria</b>	<b>Evidence for Decision</b>
Reason for thinking Property Abandoned	
If the tenant has been contacted, what support has been offered to help them remain in the tenancy?	

<b>Internal Checks</b>	<b>Evidence for Decision</b>
Rent Paid or Outstanding Arrears?	
Housing Benefit in Payment or recently stopped?	

Have the keys been handed in?	
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<b>Property Checks</b>	<b>Evidence for Decision</b>
Date(s) of Visits to the property	
Is there anyone else living at the tenancy?	
Is the property secure?	
Are there curtains at the window?	
Are there any personal possessions in the property?	
Are there any pets in the property?	
Is there mail accumulating, being collected or is redirected?	
Are there signs that the entrance doors have been opened since last visit?	
Are the refuse bins being used?	
Gas/electricity meter readings taken or consumption checked with suppliers?	
Is the garden being cared for?	

External Checks	Evidence for Decision
Is the telephone connected?	
Have you checked with neighbours/family in the area/last known address/workplace?	
Is the tenant in custody or hospital?	
Are children still attending the same school?	
Has the tenant made a homeless presentation?	
Do Social Work Services know the tenants whereabouts?	
Is the tenant still on the council tax and/or electoral register?	

<b>Manager Approval Granted to Serve Aband 1</b>	
Signed:	
Name:	
Date:	

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**Manager Sign-Off Aband Complete**

Date ABAND Pack complete	
Date passed to Manager	
Housing Officer Responsible	
Manager Signature	
Additional Comments	