

**PROVISION OF A PRIVATE SECTOR LEASING SCHEME
FOR HOUSEHOLDS REQUIRING TEMPORARY
ACCOMMODATION**

“PSL 2020”

ON BEHALF OF

CITY OF EDINBURGH COUNCIL

SERVICE SPECIFICATION

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VARIATIONS

Date of Change	Author	Description
8 June 2020	Tim Packer	Amended Para 3.4 to allow quarterly updates of target lease data

TERMS AND DEFINITIONS

Term	Definition
Additional Fee	
Handbacks	When the Provider returns the leased Property to the Owner.
Handback Date	The date that keys are returned physically to the Owner, along with signed renunciation or lease termination document and the date which the Management Fee ceases to be paid to the Provider. The lease payment ceases to be paid to the Owner either at the date of the renunciation or the expiry of the termination notice.
Head Lease	The lease of a property acquired for the service entered by the owner of the property and the Council.
Housing Support	Services to assist people to maintain a tenancy as prescribed in the Housing Support Services (Homelessness) (Scotland) Regulations 2012.
Lease Payment	Guaranteed payment to the property owner from the Council.
Local Housing Allowance (LHA)	Applicable amount of housing benefit that can be claimed for a private tenancy and the amount of rent tenants shall be expected to pay. This figure shall vary annually. 2019/20 rates can be found on the Scottish government website; https://www.gov.scot/publications/local-housing-allowance-rates-2019-2020/
Management Fee	The weekly price per property for the management of properties.
Market Rent	The average rental value that can be expected for the use of a property, in comparison with similar quality and size properties in the same area at the same point in time.
Notification of Benefit	A decision in writing about a Service Users benefit entitlement.
Outgoing Provider	The previous Provider of the Service.
Placement	Offer of temporary accommodation
Property	House or flat leased to the Council for the purposes of the Service.
Property Owner / Owner	Owner of the Property to be used as interim accommodation.
Provider	The contracted organisation(s) acting on behalf of the Council.
PSL	Private Sector Leasing as defined as 'the Service'
Rent	The sum to be paid by Service Users towards accommodation costs.
Service User	Individual or household threatened with or experiencing homelessness.
Silver Priority	The term used in Edinburgh for the priority housing status awarded if assessed as homeless as defined by the Housing (Scotland) Act 2001.
SSST	Short Scottish Secure tenancy between the Council and the service user
Suspected Abandonment	Where the Provider has cause to believe a Service User has vacated a Property without giving notice.
Tenancy	Contractual SSST (as defined in the Housing (Scotland) Act 2001).
The Council	The City of Edinburgh Council
The Service	Private Sector Leasing ("PSL 2020") service as set out in this document and associated documents contained within the Invitation to Tender.
Void Costs	Refers to the sum of the applicable Rent lost and applicable Management Fee in respect of each Void Property for the period a Property is vacant.
Void Property	A Property which is not subject to a Tenancy.
Void Period	The period a Property is vacant or a Void Property

Part 1: Main Specification

1 INTRODUCTION

- 1.1 Local authorities in Scotland are required by law¹ to provide interim accommodation to households believed to be homeless or who have been assessed as homeless. The primary purpose of this is to provide households suitable interim accommodation whilst settled housing is obtained.
- 1.2 The required Service is to lease and manage Private Rented Sector (PRS) properties within the City of Edinburgh (see Appendix 1) as interim accommodation for the City of Edinburgh Council ('the Council').

2 SCOPE OF THE SERVICE

- 2.1 The Service shall deliver:
- 2.1.1 *Procurement of properties* from the Private Rented Sector under the terms of the Head Lease provided by this Contract.
 - 2.1.2 *Operation of the Service* by the daily management of access to properties and handover of properties to Service Users.
 - 2.1.3 *Management and repair of properties* throughout the duration of the Contract.
 - 2.1.4 *Contract management* including communication with all parties, strategic planning with the Council, performance monitoring and financial management.
- 2.2 The Council shall form a contractual arrangement with the Provider who shall be the main contact on behalf of the Council. The Provider may form sub-contract arrangements to successfully deliver the service.

3 PROCUREMENT OF PROPERTIES

- 3.1 The Provider shall market the Service to establish and maintain a supply of PRS properties from across the City of Edinburgh.

[REDACTED]

[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

- 3.3 The Provider shall offer leases to Property Owners within *target lease rates* –

[REDACTED]

[REDACTED]

- 3.4 [REDACTED] The Council and the Provider shall agree [REDACTED] for property sizes and sectors on a quarterly basis or as agreed by the Council and the Provider.
- 3.5 For the lifetime of the Contract the Council's requirement for properties may vary according to the demand for accommodation. There shall be no guaranteed minimum or maximum and the Council shall not be liable where this does not meet the Provider's expectations.

¹ Housing (Scotland) Act 1987, as amended.

- 3.6 The Council shall review and may amend its requirements on the location, types and size of properties in accordance with the Council's assessment of need or in response to proposals from the Provider.
- 3.7 Properties may include detached, semi-detached or terraced houses, flats and maisonettes in converted or purpose-built blocks including those above business premises.
- 3.8 The Provider shall ensure Properties are located appropriately to avoid undue concentration in any area. It is required that there are no more than two properties in a single stair.
- 3.9 All properties procured by the Service shall be safe for people to live in. Details of these requirements are listed in *Property Standards* (Section 12 of this Specification).
- 3.10 The Provider shall be registered with the Register of Letting Agents. Providers shall ensure their business is compliant with the Code of Practice for Letting Agents.²
- 3.11 The Provider shall ensure all Owners are registered landlords under part 8 of the Antisocial Behaviour etc (Scotland) Act 2004.
- 3.12 Properties shall only be acquired for the service where: Owners have no history of illegal evictions and / or harassment or where no households have been issued a Notice to Quit or Notice to Leave to make the property available for the scheme. The Council shall carry out checks and contracts may be terminated immediately in respect of any properties where this has happened.
- 3.13 The Provider shall supply a Head Lease to all Owners and provide further information prepared by the Provider detailing the contractual obligations of both parties:
- Head Lease obligations for both parties throughout the duration of the lease;
 - dispute resolution process and contact details for staff regarding any lease enquiries;
 - rent payment procedure;
 - enforcement of Lease and Tenancy conditions, obligations and procedures; and
 - procedure for signing up and letting of a Tenancy to Service Users. Details of all contacts/support for Tenants shall be recorded and made available to the Council when required.
 - ethical letting principles; and,
 - depreciation of property over the length of the lease.
- 3.14 The Provider shall retain comprehensive written records of all conversations, meetings and agreements with Property Owners throughout the duration of the Lease.
- 3.15 The Provider shall guarantee a rental income to Property Owners for the duration of the Lease.
- 3.16 The Provider shall pay the agreed Lease Payment to Property Owners except where the Property Owner is in breach of their Head Lease.
- 3.17 The Provider shall take all reasonable steps in accordance with legislation to secure vacant possession at the end of the Lease period. The Provider shall serve timeously all necessary forms and notices about the termination of Tenancies.
- 3.18 The Provider shall ensure that all Leases are terminated in accordance with the Head Lease and that all Leases are terminated with appropriate legal documentation.
- 3.19 The Provider shall ensure Property Owners are given opportunity to view their properties prior to lease termination or handback and that all necessary repairs, decoration, replacements or compensation are negotiated and agreed with the Property Owner and detailed in writing. The Provider shall complete necessary actions prior to handback date.
- 3.20 The Provider shall develop and have in place an action plan to manage the termination and renunciation of Leases and replacement of Properties to the Service. This shall include a commitment to regular contact with the Council, Property Owners and other relevant agencies.

² Visit www.mygov.scot/letting-agent-registration for more information.

- 3.21 Working with the Council, the Provider shall use all reasonable endeavours to provide, or otherwise procure the provision of, all necessary documentation, information, keys and other items relating to the lease as the Provider shall require from the Outgoing Provider to provide the Service.
- 3.22 The Provider shall indemnify the Council against actual costs of a breach by Property Owners of the Lease.
- 3.23 Throughout the life of the Contract the Provider shall ensure all properties are procured and maintained to the standards required by law and the requirements in Part 2 of this Specification.

4 OPERATION OF THE SERVICE

- 4.1 The Provider shall operate a full Service from premises within the City of Edinburgh. The Service shall be available between 08:30 and 19:00 Monday to Thursday and 08:30 – 18:00 on Fridays. The Provider shall ensure there is an emergency out of hours service in the event of a maintenance emergency which shall be made available to all tenants. The emergency service shall be operational 24 hours per day, 365 days a year.

Property Availability Report

- 4.2 Each working day, the Service Providers shall notify Council Officers of all available, void and new properties via email. The report shall include the full property address, number of bed spaces, floor level, whether pets are permitted, expected date of availability and any information specific to the letting of the Property. It is the responsibility of the Provider to ensure all Property to be leased meets the required standards (see Appendices 2 and 3).
- 4.3 The report shall include details of all Void Properties and estimated date of availability.

Referral Processes

- 4.4 Council Officers shall refer households to the Service. Referral are for either –

4.4.1 Same-day access to properties; or,

4.4.2 Planned moves to the Service.

- 4.5 Situations under which referrals shall be made are:

- whilst homelessness assessment investigations are completed;
- to provide interim accommodation for unintentionally homeless households;
- so that a referral can be made to another local authority;
- so that intentionally homeless households have reasonable time to secure somewhere to live; and
- accommodation has been requested by Social Work.

Accessing Properties and Handover Procedures

- 4.6 The Property identified shall be the Service User's placement and offer of temporary accommodation, the only exception is if it would be unreasonable to expect the Service User to occupy the Property.
- 4.7 The Provider shall accept all referrals for accommodation.
- 4.8 The Provider has discretion to extend the period between verbal acceptance and Tenancy sign-up and shall continue to be responsible for all Void Costs until the property is successfully tenanted.
- 4.9 When the Service User accepts the offer of a tenancy, the Provider shall issue a Short Scottish Secure Tenancy (SSST). This shall be signed on the move-in day (or as reasonably close to the day).
- 4.10 The Provider is authorised under the terms of this Contract to sign the Tenancy Agreement on behalf of the Council.

- 4.11 The Service Provider shall meet the Service User at the Property at the agreed time. The Service Provider shall “book in” the Service User and explain how appliances, hot water and heating systems operate.
- 4.12 The Provider shall –
- provide a copy of and explain to the Service User the terms and conditions of their tenancy. This agreement shall set out the general terms and conditions of the Tenancy and shall include clear instructions to the Service User that any displays of anti-social behaviour and/or inappropriate conduct shall be unacceptable and appropriate actions shall be taken.
 - advise Service Users on how to report a repair, make a service request and provide written contact details for the Provider, including the emergency repair number;
 - issue Service Users with a Short Scottish Secure Tenancy;
 - act as first point of contact for Service Users to provide housing advice and move-on support;
 - when required, refer Service Users to an appropriate registered housing support or advice provider with the Service User’s consent and record the action taken; and,
 - complete with the Service User an application for Housing Benefit (or equivalent) including all necessary verification procedures.
- 4.13 The Provider shall have signed documents detailing that Service Users have received and understood the specifics of 4.11 and 4.12.
- 4.14 Once the SSST has been signed, the Provider shall send a Start of Tenancy form to the Council. This form shall include:
- The Service User’s details;
 - Start Date of Tenancy;
 - Status of Housing Benefit/Universal Credit application;
 - Confirmation the Service User is aware of their tenancy obligations, including rent payments; and
 - Confirmation the Service User has been allocated a named Housing Officer, has been provided with the repairing and recharge policy, has been issued the emergency and out-of-hours repairs number.
- 4.15 The Provider shall undertake a further inspection of the Property within seven working days of the agreed date of occupation to ascertain if the Service User is experiencing any issues. If access to the Property is not secured or if occupation is not taken up the Provider shall immediately notify the Council and commence suspected abandonment process.
- 4.16 The Provider shall advise the Council where a Service User has refused a Property including full details of why the Service User refused the tenancy.
- 4.17 Where none of the referred households accept the offer of a Tenancy the Council shall direct further referrals to the Provider.
- 4.18 The Council reserves the right of refusal to nominate a Service User to a Property and to suspend Management Fee if it appears the condition of a leased Property failed to meet the requirements listed in Appendices 1 – 4. The Management Fee and any agreed Additional Fee shall commence once the Provider has proved to the satisfaction of the Council that the Property is fit to let and is subsequently tenanted.

5 SERVICE USERS

- 5.1 Service Users shall be:
- assessed by the Council as homeless or at risk of homelessness;
 - eligible for housing assistance;

- able to manage a tenancy with or without support; and,
 - accept the requirements of the Service.
- 5.2 Service Users shall be at least 16 years of age and shall be:
- single people;
 - groups of adults sharing;
 - couples without children; or,
 - households with children or other family members
- 5.3 To remain in a Property for an extended period, households shall be assessed as homeless, have become homeless unintentionally and have a local connection to the City of Edinburgh.
- 5.4 Service users must also provide proof on income and one form of identification.
- 5.5 Silver Priority for housing shall be suspended where Service Users are eligible for and choose to stay in the Property long-term until the Service User choose to resume bidding for housing or the Head Lease is due to end.
- 5.6 Service Users shall be responsible for paying utilities and council tax for the duration of their tenancy.
- 5.7 Households with a history of rent arrears shall be highlighted to the Service Provider at the referral stage or as soon as the Council becomes aware of previous arrears.
- 5.8 Service Users who are no longer eligible for the Service or who cannot stay in the accommodation long-term shall not have their Silver Priority suspended. The Service User shall remain in the Property and bid for housing, or until alternative temporary accommodation is identified.

6 TENANTS' RENT

- 6.1 Service Users can claim Housing Benefit to meet their housing costs, to be paid directly to the Council. The Council and the Provider will take account of changes to Service Users' entitlement to Housing Benefit because of welfare reform during the lifetime of the Contract.
- 6.2 The Provider shall have full responsibility for the completion, verification and submission of Housing Benefit application forms as well as any subsequent processes that arise for the pursuance of housing benefit (or equivalent) during this Contract.
- 6.3 The Council shall send to the Provider a Notification of Benefit within fourteen days from receipt of a completed Housing Benefit claim form and supporting evidence
- 6.4 Service users are responsible for updating their Universal Credit accounts online.
- 6.5 Households not entitled to the full Housing Benefit shall pay to the Provider the difference between the claim amount and 90% of the Local Housing Allowance rate for their household size. These rent payments are the *tenant rent shortfall*.
- 6.6 The Provider shall be responsible for the collection of the tenant rent shortfall and any rent arrears that occur from a Service User's non-payment.
- 6.7 The Provider shall pay monthly to the Council the total rent due irrespective of the actual amount collected from Service Users. Where the Provider fails to make monthly payments, the Council shall be entitled to invoice the Provider for the Rent due. The Provider shall be required to make payment within 10 days of notification that the Council has raised an invoice.
- 6.8 The Provider shall not have responsibility or liability for Rent Arrears incurred prior to the Commencement Date of this Contract.
- 6.9 The Provider shall offer a range of rent payment methods for tenants to suit preferences and lifestyles including; internet banking, payment cards, standing orders, direct debits and by telephone.

Wider Provisions for Rent and Benefits

- 6.10 The Council has a duty to provide interim accommodation regardless if households have the means to pay for accommodation. Where affordability is an issue for a household, due to welfare reform, the Council shall pay to the Provider any shortfall in rent payment on behalf of a Household. This shall be agreed with the Council's Contract Manager or relevant Service Manager prior to tenancy sign-up and shall be reviewed every 13 weeks.
- 6.11 Where a Service User has a period of no recourse to public funds or means to pay the Rent, the Council shall pay the Provider for accommodation until homelessness duty has been discharged. Where there is no housing duty towards a Service User these cases shall be reviewed and a decision made by the Temporary Accommodation Service Manager or delegated Council Officer.
- 6.12 In all other cases, the Provider and the Council shall share the risk of non-payment of rent. The risk shall be divided 85% to the Provider and 15% to the Council.
- 6.13 Any recoverable overpayments of Housing Benefit shall be invoiced to the Service User where there is no ongoing entitlement and shall be collected directly by Revenue and Benefits. If there is ongoing entitlement, the weekly Housing Benefit paid to the Service User shall be reduced by an amount specified by Statutory Regulations. This amount shall be collected from the Service User by the Provider alongside the Rent. Housing Benefit overpayments shall not be collected directly from the Provider. However, if the overpayment is because of a failure by the Provider to advise the Council of an end of Tenancy or a change of circumstances which results in an overpayment of Housing Benefit, then the overpayment shall be recovered directly from the Provider.
- 6.14 In any instances where the housing element of Universal Credit is paid direct to the Service User and as such any overpayment shall be recovered from them. On the occasion where the housing element of Universal Credit is paid direct to the Provider an agreement of recovery of any overpayment shall be reached with the Provider and the Department for Work and Pensions. If the claimant applies for Housing Benefit and fails to inform the DWP resulting in an overpayment of the Housing Element of UC then the overpayment would be recovered from the UC payment to the claimant. The Provider is responsible for assisting Service Users with claims for Housing Benefit or equivalent.
- 6.15 The Revenue and Benefits Service shall notify the Provider of the date by which any entitlement to benefit is due to be renewed and the Provider shall ensure that Tenants complete and submit a Housing/Council Tax Reduction claim form for re-determination of eligibility together with all necessary supporting evidence specified by the Council prior to the date of renewal. This process shall be carried out in accordance with the Housing Benefit verification procedures.
- 6.16 Cases where the Council has agreed to fund the Tenancy through homelessness or social work duty payment arrangements shall be in place and shall be reviewed every 13 weeks or as otherwise stated at the start of the Tenancy.
- 6.17 The Provider shall be responsible for assisting Tenants with any required Housing Benefit (or equivalent) appeals.
- 6.18 The Provider shall be given a named contact within the Council's Revenues and Benefits Section for inquiring about a claim.
- 6.19 The Provider shall advise the Council of any information that may come into its possession during a Tenancy that may affect the ongoing eligibility of the Service User for such benefits and within seven days of receipt of such information.
 - 6.19.1 If the Council is required to contribute to Rent in cases of severe hardship a request must be submitted by the Provider and authorised by a Council Officer.
- 6.20 The Provider shall liaise with the Council's Income and Benefits staff and Department of Work and Pensions to ensure early intervention when benefits are stopped or reduced and to address any other issues.

- 6.21 The Provider shall ensure that all staff involved in the Housing Benefit verification procedure attend initial training, delivered by the Council, and where required, ongoing training to enable them to deliver the Service.
- 6.22 The Provider shall employ staff with welfare rights and support expertise to assist tenants:
- with benefit entitlement to help maximise their income;
 - with sustaining their tenancies;
 - to manage budgets and resolve debt issues at an early stage; and
 - completing follow-up contacts after four weeks shall be undertaken to ensure Housing Benefit or the housing element of Universal Credit.

Making payments to the Council

- 6.23 The Council shall issue to the Provider analysis of payments due to the Council for rent and rent arrears collected.
- 6.23.1 The Provider shall respond to requests for information from the Council within three working days.
- 6.23.2 The Council shall generate an invoice for the agreed amounts.
- 6.23.3 The Provider shall make payment in full within 30 working days of receipt of an invoice.

7 CONTRACT PAYMENTS

Lease Payments

- 7.1 The Council shall pay the Provider the agreed Lease Payment for all properties that meet the standards required by this Specification. Lease Payments to the Provider shall be paid three months in advance.
- 7.2 The Provider shall pay Property Owners monthly the amount agreed in the Head Lease payment for all properties that meet the standards required by this Specification.
- 7.3 The Council shall pay, as a *lease subsidy*, to the Provider, the difference between the applicable LHA rate and agreed Lease Payment to landlords.
- 7.4 Lease Payments shall be capped at the target lease rates listed in Section 5 of this Specification. The Council shall not be liable for Lease Payments that exceed the agreed target lease rates.
- 7.5 Where a lease falls into tacit relocation the Provider shall be fully responsible for all lease payments and shall not receive a management fee or any additional payment for [REDACTED] from the date of the lease termination or date of the lease renunciation (whichever is earliest).

Management and Additional Fees

- 7.6 [REDACTED] for the whole duration of the contract. This is subject to each Property meeting the requirements outlined by the Contract.
- 7.7 Subject to the requirements of this Contract the Provider shall receive an *additional fee* for properties secured below the target lease rate [REDACTED]. The fee paid by the Council shall be 30% per week of the difference between the target lease cost and the lower agreed lease cost.

Making payments to the Provider

- 7.8 The Provider shall send to the Council sufficient financial analysis that the Council can verify the Contract Payments to be made. Details required shall be agreed at the commencement of the Contract. The following timescales apply.
- 7.8.1 The Provider shall be required to provide required financial analysis within three working days of request from the Council.

- 7.8.2 The Provider shall submit to the Council, within two working days, any additional information requested to support the analysis and verification of payments due at any time during the contract,
- 7.9 Financial analysis to be submitted shall illustrate the following details in relation to any deduction or payments due and any other information as required by the Council. This requirement shall be reviewed by the Council, in agreement with the Provider, to ensure accurate records are available.
- 7.9.1 The Property to which the payment/deduction pertains;
- 7.9.2 The reason for the payment/deduction including an audit trail to support this reason.
- 7.9.3 A detailed calculation illustrating how the final amount has been determined.
- 7.10 Once the Council is fully satisfied that the financial analysis is sufficient and acceptable the Provider shall be notified by the Council to issue an invoice for payment due.
- 7.11 The Council shall pay agreed invoices within 30 working days of receipt.
- Void Costs, Overpayments and Suspensions*
- 7.12 Where properties do not meet the standards of this specification they shall not be occupied and the Provider shall not receive the management fee, additional fee or Lease Subsidy for the properties.
- 7.13 The Provider shall be responsible for all Void Costs and shall pay all Void Costs due in respect of each Property monthly. The Provider shall submit a report to the Council, no later than 1 week after the month to which it relates, detailing the Void Costs which are chargeable to the Provider. The report shall include a statement containing the following information:
- The Void Property;
 - A detailed calculation illustrating how the final amount has been determined; and
 - The Provider shall pay the amount due according to the report to the relevant Property Owners as part of the Lease Payment.
- 7.14 Where the Provider makes an overpayment of a Lease Payment it shall be the Provider's responsibility to recover the overpayment from the Property. The Council shall not accept liability for any overpayments made by the Provider. The Provider shall be responsible for repaying the full overpayment amount back to the Council within 30 working days of discovery (by the Council or Provider) regardless of the amount recovered from Owner.
- 7.15 The Provider shall notify the Council on the same day of a Property Owner's lease payment being suspended. Subsequently, the Provider shall notify the Council of the re-instatement date. The Provider shall be responsible for the suspended lease payment and management fee for the suspended period. Any repayments to the Council shall be made within 30 working days of the date of the suspension.
- 7.16 The Council shall pay the management fee and any additional fee to the Provider only whilst a property is leased from the Property Owner and not during lease rent suspension periods, or once a property is returned to the Property Owner, or for any other reason which would mean that the Provider is not managing the property. The Provider shall be responsible for notifying the Council as soon as the property is returned to the Owner or as soon as the lease rent is suspended. The management fee and any additional fee shall cease from the date the lease is terminated or renounced (whichever is earlier) or from the date of lease payment suspension. Where the Council has already paid the Provider the management fee and additional fee and a property is subsequently returned or lease payments suspended and an overpayment of management fee exists the Provider shall be responsible for repay any overpayment to the Council within 30 working days of the identification.

8 STAFFING

- 8.1 The Provider's personnel responsible for management and supervision must be suitably qualified and have a thorough knowledge of the Contract and all information relevant to the delivery of the Service.

- 8.2 The Provider shall employ sufficient staff with relevant skills supported by appropriate training to ensure full compliance with the requirements of the Contract. This shall include a dedicated Project Manager to implement and manage the Service.
- 8.3 All staff employed by the Provider must have a sound knowledge of the Council's relevant housing policies in relation to the provision of the Service including support and treatment of Tenants and their families.
- 8.4 The Provider must ensure Protecting Vulnerable Groups checks (or the equivalent throughout duration of contract) are conducted prior to any staff member commencing regulated work. The Council may require additional checks and/or compliance with registration of applicable bodies by the Provider and its staff throughout the duration of the contract. The Provider shall be fully responsible for ensuring these requirements and any costs are met.
- 8.5 The Provider shall supply a detailed organisational chart listing staff names and roles and responsibilities on request by the Council. Updated details should be provided to the Council when any changes to staffing are made within one week of any organisational changes.
- 8.6 The Provider shall seek to assist its staff members, through training and development, to provide a high-quality service and continuous improvement.
- 8.7 The Provider shall review and address staffing levels at least annually to ensure continuity of service.

9 PERFORMANCE MONITORING AND MANAGEMENT INFORMATION

- 9.1 In delivering this Service the Provider shall meet the following Key Performance Indicators:

Key Performance Indicators	Target
Maintain the approved/agreed stock level properties	100%
All required repairs to a Void Property completed within 8 Working Days of the End of Tenancy Notice issued to the Council	100%
% of tenancy repairs completed within agreed timescales	100%
Service User and Owner satisfaction with the service	95%
Occupancy Rate	95%
Tenants exiting to the Private Rented Sector rental market	10%

- 9.2 The Provider shall be required to provide regular monthly and quarterly statistical and progress reports to the Council. The frequency and/or content of such reports may change through discussion with the Provider and/or due to developments and/or changes to the Service at no cost to the Council.
- 9.3 Each month, the Provider shall submit to the Council the following information.
- 9.3.1 All information and documentation required by this specification and such financial and performance information as shall reasonably be requested to enable the Council to monitor the performance of the Provider.
- 9.3.2 The number of households provided with housing options and advice interviews by the Provider;
- 9.3.3 The number and destination of households moving on to settled housing; and
- 9.3.4 The number of households who have returned to the Council to access another type of interim accommodation.
- 9.4 Each quarter, the Provider shall submit to the Council the following information.
- 9.4.1 The indicators specified in 9.1.

- 9.4.2 Details of staff training provided/attended.
- 9.4.3 Service User and Owner satisfaction indicators and outcomes including:
- Analysis of complaints received under the Council's complaints process and dispute provision as detailed in the Head Lease and as advised by the Council;
 - Action taken by the Provider in dealing with complaints or enquiries;
 - Service User and Owner surveys and other methods of assessing Service User and Owner opinion on the quality of the Service; and
 - Action taken by the Provider in dealing with racial abuse or harassment, or any other form of violent or anti-social behaviour (including noise).
- 9.5 The Provider shall liaise and communicate with a range of Council departments including but not limited to:
- Homelessness and Housing Support Services including commissioned services;
 - Private rented and Homeowners' services;
 - Family and Household Support (Community Safety);
 - Income and Benefits;
 - Council Locality Offices – For shared housing management issues where Properties are located within close-proximity to the Council's housing stock; and
 - Local Elected Members.
- 9.5.2 The Provider shall take account of the possible impact of media enquiries, Elected Member enquiries, or other enquiries and complaints. The Provider shall respond to all enquiries (including Freedom of Information, Data Protection and any other enquiries as directed by the Council), in line with Appendix 5 of this specification.
- 9.5.1 Prior to distribution the Provider shall ensure all communications or publications relating to PSL have been signed-off by a nominated Council Officer. The Provider shall give the Council a minimum of 3 weeks' notice prior to publication/distribution to allow review and consideration of information supplied.
- 9.6 Any additional performance information and targets identified by the Council throughout this Contract, and by agreement, shall be monitored in line with the provisions of this Specification.
- 9.7 Where the Provider fails to meet the Key Performance Indicators they must notify the Council with an action plan and timescale for improvement. The Provider shall take steps necessary to meet the agreed action plan within the timescales specified. Failure to return to the required level in the stipulated period may result in an improvement notice being issued and may lead to the termination of the contract.

10 CONTRACT END REQUIREMENTS

- 10.1 Within the last year of the Contract the Provider shall work with the Council on a regular basis (minimum once a month) regarding contract end requirements. The Provider shall meet all requirements in terms of handover and provision of information/documents and any other materials (i.e. keys etc) to the Council and as specified by the Council.
- 10.2 When commencing the contract end process the Council shall outline the information required from the Provider. This information shall as a minimum include –
- All relevant TUPE information;
 - All relevant property information e.g. stock records, copy of lease, records of acquisition information, records of visits to the property, repairs completed, records of property inspections, details of Anti-Social Behaviour cases related to the property;
 - All relevant PSL tenant information e.g. copy of SSST and all housing and management related documents, sign up information, record of tenancy visits, support

referrals made, details of all discussions with tenant, rent balance and payments made to rent account, details of all contacts with PSL tenant;

- Financial information relating to all payments made to or from landlords; and
 - All keys to access properties, clearly marked and immediately accessible for use.
- 10.3 The Provider shall meet all the Council's requirements for handover and provision of information/documents/materials in timescales and formats prescribed by the Council. Where the Provider fails to meet the above requirements then the Provider to pay all costs incurred to provide this information within required timescales or in required formats.
- 10.4 The Provider shall work with the Council and any incoming Provider(s) to ensure a smooth transition period.
- 10.5 The Provider shall be required to ensure that all Properties are at the required standard, in accordance with the requirements of this specification and the requirements of the lease, at the termination of the contract. Any work required to bring leased Properties up to the standards of this Specification shall be completed by the date of expiry of the contract and at the sole cost of the Provider. Where the Provider fails to complete required works by the date of expiry then the Council shall require the Provider to pay all costs incurred.
- 10.6 A programme of property inspections shall be completed by the Council during the last year of the existing contract and where repairs identified as a Council obligation under the terms of the lease are identified then the Provider shall be notified and required to affect these repairs prior to the expiry of the contract. Where the Provider fails to complete required works by the date of expiry the Provider shall pay all costs incurred because of this failure.
- 10.7 Exit costs shall be assumed within the life of the Contract and there shall be no additional costs to the Council because of either termination or expiry of the Contract.

11 SUSTAINABILITY AND COMMUNITY BENEFITS

- 11.1 Under the terms of this contract the successful Provider shall deliver Community Benefits in support of the authority's economic and social objectives. Types of Community Benefits that the Provider may offer include:
- Employment and training opportunities for Service Users from this service or the wider group of people experiencing homelessness.
 - In-kind contributions to community groups / service user groups that improve access, address environmental concerns, or provide other quality of life improvements.
 - Supply of materials to third sector / community organisations to enhance their work.

Part 2: Property Standards and Procurement – Further Provisions

12 PROPERTY STANDARDS

Standard of Property

- 12.1 The Provider shall ensure that the standard of properties provided shall be to the reasonable satisfaction of the Council and shall comply with the Repairing Standard contained in the Housing (Scotland) Act 2006.
- 12.2 The Provider shall ensure that all properties, and furnishings in the properties, shall comply with all relevant regulations, including but not limited to those detailed below and as detailed in Appendix 2 of this specification.
 - 12.2.1 Furniture – Furniture and Furnishings (Fire Safety) Regulations 1998 (as amended), and any other regulations that exist during the lifespan of the contract.
 - 12.2.2 Gas Installations – Gas Safety (Installation and Use) Regulations 1998/Landlords Gas Safety Certificate and or any other regulations that exist during the lifespan of the contract.
 - 12.2.3 Electrical Circuits and Equipment – 17th Edition NIC / EIC Certificate (IEE Regulations) and any other regulations that exist during the lifespan of the contract.
- 12.3 The Provider shall provide evidence to the satisfaction of the Council that the Properties comply with all relevant regulations as detailed above and throughout the duration of the contract.
- 12.4 The Provider shall ensure the Energy Performance Certificate is valid for each property leased through the scheme and can be made available on request.
- 12.5 The Provider shall ensure that the servicing of any gas installation or appliances is carried out annually and that procedures are in place to ensure the renewal of annual gas safety certificates. The Provider shall provide Council Officers with copies of related certificates at the start of the contract and on request. Where a Property Owner fails to comply with their lease responsibilities the Provider shall ensure that all necessary work is completed and recharged to the Property Owner.
- 12.6 The Provider shall ensure that the servicing of electrical installations or appliances is carried out in accordance with NIC/EIC regulations. The Provider shall provide Council Officers with copies of related certificates (EICR) at the start of the contract and on request. Where the Owner of a Property fails to comply by their lease responsibilities the Provider shall ensure that all necessary work is completed and recharged to the Owner.
- 12.7 The Provider shall arrange for Portable Appliance Testing (PAT) to be carried out annually for appliances located at the properties.
- 12.8 A House in Multiple Occupation License (HMO) certificate is required where the Property is the main home for three or more unrelated Service Users.
- 12.9 The Provider shall ensure that all carbon monoxide, smoke and heat detectors in the properties are checked at each void stage and/or annually, whichever is most frequent. The Provider shall keep records of such checks and shall make these records available to the Council when requested.

Furnishing Requirements

- 12.10 The Provider shall ensure that Properties are furnished in accordance with the Specification for Properties (see Appendix 3).
- 12.11 Except for shared flats, Properties shall be set up to cater for families. For example, 2-bedroom properties should be set up with a double bed and 2 singles/bunks, and not a double bed in both bedrooms.
- 12.12 The Provider shall agree an inventory of furnishings and their condition with:
 - 12.12.1 The Service User during the Tenancy sign up or “booking in” process; and
 - 12.12.2 The Property Owner at the commencement of the Head Lease and shall supply a copy to the Council as part of the Acquisition Procedure.

- 12.13 The Provider shall determine when furniture should be replaced or repaired. Where the Provider decides furniture shall not be replaced and this conflicts with the Service Users views, the Council shall review the situation and make the final decision.
- 12.14 The Provider shall take all reasonable steps to recover any costs occasioned by the actions of a Service User.
- 12.15 The Provider shall ensure, through its inspection arrangements that all furnishings continue to meet relevant safety standards
- 12.16 Neither the Council nor the Provider shall have responsibility or liability for any items provided in addition to those stated in the specification. Any additional items must comply with the standards stated in the specification.
- 12.17 The Provider shall ensure that the furniture and appliances provided in accordance with the Contract are left on the expiry of the Lease in a reasonable condition (fair wear and tear excepted).
- 12.18 The Provider shall replace or repair furniture and appliances throughout the Lease that does not meet the required standards. The Provider shall hold financial responsibility for any repair/replacement cost of furniture and appliances.

Repairs and Maintenance

- 12.19 The Provider shall ensure that all Owners comply with their Lease obligations.
- 12.20 The Provider shall respond quickly to reports of pest control issues and provide advice and arrange treatments where required.
- 12.21 The Provider shall be wholly responsible under the Head Lease for carrying out and paying for all repairs and maintenance of the Properties timeously and ensuring that the external appearance and curtilage of properties of Properties are clean and tidy and maintaining the Properties in good repair for the duration of the Head Lease.
- 12.22 The Provider shall fulfil all communal responsibilities including stair cleaning and gardening unless otherwise agreed with the Property Owner. Clear records shall be kept of the Property Owners acceptance of responsibility regarding stair cleaning and garden maintenance. Where the Property Owner fails to complete communal responsibilities then the Provider shall be required to complete these on the Owners behalf and where applicable recharge the Property Owner through the Head Lease provisions.
- 12.23 The Provider shall operate a 24-hour emergency repair service for all urgent repairs. All non-urgent repairs shall be carried out as soon as possible in accordance with the Provider's policy which shall include timescales. The policy shall be broadly in line with the [Council's repairs policy](#). Repairs policy to be agreed by the Council prior to the commencement of the Contract.
- 12.24 Section 12.23 refers to Provider and Owner repairs.
- 12.25 All spare keys for Properties should be held securely by the Provider. The Service Provider shall develop and implement an appropriate policy for access to properties by owners or other third parties. This shall be subject to approval by the Council prior to commencement of the Contract.
- 12.26 The Provider shall arrange quarterly visits to each property. The condition of the Property and furnishings and fittings shall be recorded at each visit with details of any follow up action required on the relevant systems. More frequent visits are to be expected where the Service User has higher support needs. Access shall be agreed in an advance by the Service User. After 2 failed attempts to visit the Property and 4 failed attempts to contact by telephone/email/letter/text the Provider shall commence Suspected Abandonment process.
- 12.27 The Provider shall contact all Service Users at no less than 8 weekly intervals to verify occupancy. Details of contacts shall be recorded on relevant systems.
- 12.28 The Provider shall ensure that all applicable products (e.g. white goods) supplied by the Owner or if replaced by the Provider meet satisfactorily energy efficiency levels as notified by the Council throughout the duration of the Contract.

- 12.29 The Provider shall ensure that any fixtures or fittings in the Property that belong to the Owner shall be handed back to the Property Owner on the expiry of the Head Lease in a reasonable condition (fair wear and tear excepted). Where this is not possible, the Provider shall repair, replace or compensate the Property Owner for all necessary items as was originally provided, unless otherwise agreed with the Property Owner. For example, replacement of a table does not mean a table of the same cost, but a new serviceable table.
- 12.30 The Provider shall inform all Service Users in writing and verbally of their repairing policy including timescales. The Provider shall provide the recharge policy to the Service User. The Provider shall notify the Council of any outstanding debts at the end of the tenancy and these shall be recorded on each Service User's homelessness record.

Services and Council Tax

- 12.31 The Provider shall ensure that utility companies and the Income and Benefits Service of the Council are notified of the details of occupancy of the Property. The Service User shall be responsible for all accounts in respect of gas, electricity, water council tax, and other services for the duration of their Tenancy.
- 12.32 During void periods, the Provider is responsible for the services noted in 5.6, there is no regulation that allows the liable party to withhold payment of council tax. The Provider ensure that meters are in credit at the commencement of a tenancy.

13 ACQUISITION, REFERRALS, HANDOVER AND RELATED PROCEDURES

Acquisition Stage

- 13.1 When the Property is ready for occupation the Provider shall submit to the Council a New Property Notice (NPN). A model format shall be supplied to the Provider prior to the contract commencement. The Notice shall contain a) details of the Lease Payment and b) date the Property is available for letting and other information specified therein in respect of each Property to be acquired or Head Lease renewed by the Council in pursuance of the Contract. A copy of the Head Lease and inventory of furnishings agreed with the Property Owner shall be included containing details of all discussions/meetings with Property Owners e.g. a comprehensive briefing/discussion of the Head Lease and Property Owners contractual obligations, ethical letting principles and depreciation of condition of property and fixtures, fittings and furnishings throughout lease. For the avoidance of doubt in respect of a new property the date of the New Property Notice and date of commencement of the new Head Lease shall be the same date.
- 13.2 The Head Lease shall not be signed before a Property is ready to let.
- 13.3 The Properties shall be leased to the Council through a Head Lease from the Owner for a minimum period of 3 year up to a maximum period of 5 years. The Council expects most of Properties to be leased for a period of 5 years with the possibility of an extension as determined by the Council. The Provider shall be responsible for the timeous service of any necessary notice to bring the Head Lease to an end on the termination date or extend as agreed with the Council, after having first agreed the service of the same with the Council.
- 13.4 The Provider shall discuss with the Council where the Owner requests a lease termination or early renunciation. Any decision in relation to this paragraph must be expressly agreed with the Council.
- 13.5 Where the Council agree early renunciation, under the terms of the Head Lease, the Property shall be returned to the owner as is and the Property Owner shall be liable for handback costs.
- 13.6 The Provider shall comply with the provisions of Good Practice in Acquisitions set out in Appendix 4. The Provider shall undertake a full inspection of the condition of the Property prior to issuing the New Property Notice and shall certify that it is fit for letting in accordance with the Council Standards as set out in Appendices 2 and 3.

Property Vacation, Re-Letting and Abandonment

- 13.7 The Provider shall set up a Property inspection system which ensures that it does not have to rely solely upon Service User notification of a vacancy or indirect evidence of an empty Property and is able to confirm when a Property is suitable for re-letting. Where a property is

vacant for 20 days or more the Provider shall notify the owner of the property by letter (1st class and recorded delivery) to allow for appropriate insurance cover to be arranged.

- 13.8 The Service User is normally required to give at least 28 days' notice of tenancy termination.
- 13.9 The Provider shall ensure that an End of Tenancy Notice is served upon the Council within one Working Day of termination of the Tenancy however the same occurs. The Provider shall be deemed to have complied with this notice requirement if the Property had already been vacated by the Service User without notice and the End of Tenancy Notice is served within one Working Day of the receipt of information from regular inspection or otherwise that the Property had already been vacated. Provided that the Council is satisfied that the Provider's compliance with its approved systems and procedures could not reasonably have revealed the vacancy and/or made the Property fit for letting sooner.
- 13.10 Where it is suspected that a Property has been abandoned, the Provider shall advise the Council on the date that the Provider becomes aware that the Property may be abandoned. The Provider must detail how and when this information came to their attention. The Provider must develop a robust procedure to ensure that such abandonments are identified as early as possible.
- 13.11 The Provider shall then issue a Suspected Abandonment Notice (in accordance with the format set out in the Housing (Scotland) Act 2001) to the Service User. The Service User shall have 28 days to respond to this letter. If there is no response after the expiry of 28 days, the Property is then assumed to have been abandoned. If a property requires to be secured then the Provider is financially responsible for arranging this.
- 13.12 In accordance with the Housing (Scotland) Act 2001, the Provider can enter the Property for the purpose of securing the Property and any fixtures, fittings or furniture against vandalism during the investigation into the suspected abandonment.
- 13.13 Where a Tenancy has been terminated in accordance with paragraph 8.21, the Provider shall be entitled to take possession of the Property without any further proceedings. The Provider should allow the Service User one working day to respond to the second notice, after which, the Provider can enter the Property, remove all belongings and change the locks.
- 13.14 Where a Service vacates a Property and leave their belongings, including cases of abandonment has occurred pursuant to 8.21 and 8.22, the Provider shall be responsible for ensuring that the Property is secure and for arranging the storage of any items removed from the Property for six months from the date of repossession.
- 13.14.1 The Provider shall be responsible for packing belongings and facilitating the uplift of belongings; and
- 13.14.2 The Provider shall be responsible for the storage of the Service User's belongings for a period of six months after the tenancy end date.
- 13.15 The Provider shall issue an End of Tenancy Notice to the Council within one Working Day after gaining possession of an abandoned Property. The Property shall be included on the Property Availability Report to the Council or allocated to a referral once all repairs and maintenance have been completed.
- 13.16 The Provider shall notify the Council immediately of Tenancies where arrears of Rent and/or other material breaches of Tenancy conditions and/or material changes in family circumstances are likely to lead to formal action being taken against the Service User. The Provider shall work with the Council to ensure a planned approach to re-housing households where applicable.
- 13.17 The Provider shall have in place clear procedures for the management of voids, with dedicated staff to ensure void properties are made ready for use in as short a timescale as possible. Electronic recording of repairs shall be used including photographic and video where more serious damage has occurred and as appropriate. Standard void properties shall be turned around within a three-working day period and the property let within a maximum of 8 working days if not earlier.
- 13.18 The Provider shall have in place a robust property management system. Staff shall maintain regular contact with tenants and a visit to the property shall be made where there are delays or

broken communications. Appropriate measures to investigate suspected abandonments shall be taken including utilising the knowledge of neighbours.

- 13.19 The Provider shall inspect 100% of all Owner completed repairs and a minimum of 50% of own repairs and shall carry out a customer satisfaction assessment for every repair completed, taking appropriate remedial action, as agreed with the Council, where satisfaction is low.

Transfers

- 13.20 Where the Council or the Provider has reason to believe that a Service User has genuine cause for a transfer, the matter shall be discussed between the Parties. In the event of a dispute the Council's decision shall be final and in either case a written determination with reasons and, if appropriate, specifying the requirements for transfer, shall be provided to the Provider. The Provider shall comply with the notice within seven Working Days of receipt.
- 13.21 In certain, urgent circumstances, for example, flood, fire, storm, sexual harassment, domestic violence and/or racial harassment, the Provider shall seek to rehouse the Service User within another PSL property. Where this is not possible they should refer the Service User to the Council for alternative accommodation. The Provider should ensure that the Council is notified at the earliest opportunity so that temporary accommodation can be sought in a planned way.
- 13.22 In the event of the need for an urgent transfer, the Provider shall continue to be liable for Void Costs from when the property becomes Vacant.

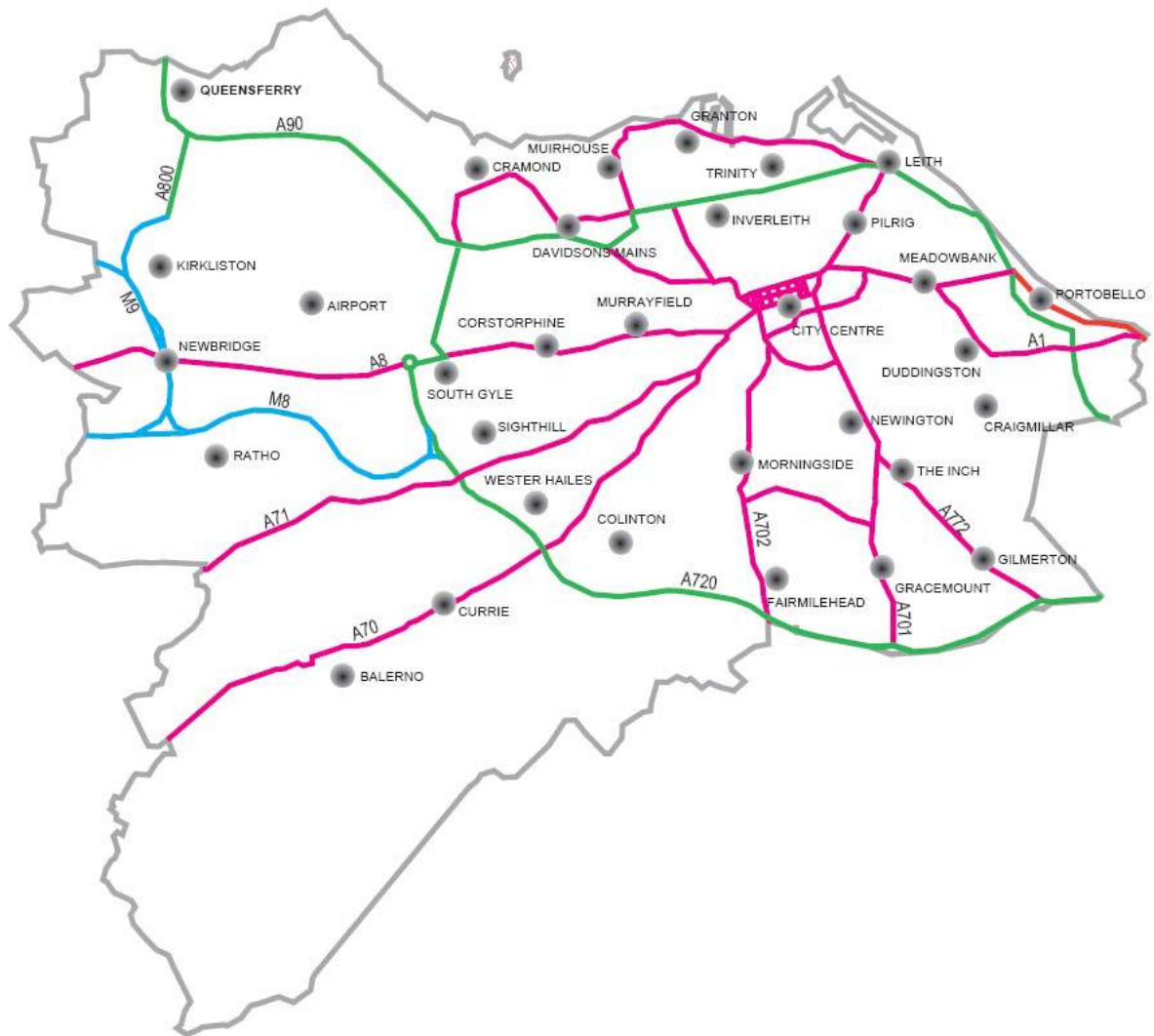
Moving On

- 13.23 The Provider shall provide housing options advice and assistance to Tenants wishing to move on to another Property or different type of tenure. This advice and assistance shall include, where appropriate, referrals to other agencies for more detailed housing advice, where applicable.
- 13.24 The Provider shall be required to work with other Housing and Support Providers (as approved by the Council) and private landlords registered with landlord registration, to assist the 'move on' of PSL tenants to other suitable accommodation and particularly accommodation in the private rented sector.
- 13.25 The Provider is targeted with assisting a minimum of 10% of all customers who are successfully referred to PSL annually to move onto private rented accommodation.

Enforcement of Tenancy Conditions

- 13.26 The Provider shall ensure that the earliest possible action is taken in line with the relevant policies and procedures, agreed between the Council and the Provider prior to the start of the Contract, to recover arrears of Rent and to remedy anti-social behaviour, racial harassment, nuisance (including noise), failure to maintain the Property and the furniture in appropriate condition, and other breaches of the Tenancy.
- 13.27 Provided the Provider complies with section 13.26 and the said policies and procedures, the Council authorises the Provider to take such action as it considers appropriate against a Service User in breach of Tenancy conditions. The Provider shall develop a policy covering the legal action to be taken in such cases. This policy shall be agreed with the Council prior to implementation.
- 13.28 The Provider shall notify the Council of any action taken under Section 13.26 and of the outcome of such action. The notification shall contain proper, detailed evidence supporting the reasons for the action taken. [NB this requirement is important to the Council when making subsequent assessments of a Service User's future housing needs and whether the Council has a continuing obligation to house the Service User]. Whilst each case must be assessed on its individual merits and circumstances, and subject to the above, the Council shall presume unless and until the contrary is proved that Tenants are lawfully evicted in pursuance of the Provider's approved policies.
- 13.29 The Provider shall bear liability for all costs associated with the legal process required in pursuance of paragraphs 13.26 – 13.29.

Appendix 1: The City of Edinburgh Council Local Authority Area



Appendix 2: Condition of Private Sector Leasing Properties Procured

All properties procured for the PSL scheme shall meet the Scottish Housing Quality Standards.³

All properties shall be in good decorative order (inside and outside) with modern, high quality furnishings and fittings.

The Council shall expect properties procured by the Provider to be in the condition required by this Specification and for properties to be in designated locations as notified by the Council.

Minimum Habitable Standards

Any Property let to the Council must be "fit for human habitation". A Property is fit if:

- It is structurally stable and free from serious disrepair;
- It is free from dampness prejudicial to the health of the occupants (if any);
- It has adequate provision for lighting, heating, and ventilation and has an adequate piped supply of wholesome water;
- Accommodation meets any physical or sensory disability requirements of any members of the household;
- There are satisfactory facilities in the dwelling-house for the preparation and cooking of food, including a sink with a satisfactory supply of hot and cold water;
- It has a suitably located WC for the exclusive use of occupants;
- It has, for the exclusive use of occupants, a suitably located fixed bath or shower and wash-hand basin each of which is provided with a satisfactory supply of hot and cold water; and
- It has an effective system for draining foul, waste and surface water.
- For flats, there are requirements similar to the above for the "common" parts of the building outside the flat such as stairways, halls etc.

Amenities

- There should be a separate bath or shower-room and any WC should either be in this room or in another separate room. All should be accessible without leaving the building i.e. an outside toilet is not acceptable.
- The kitchen area should include a sink with draining board, adequate and hygienic work surfaces (normally at least 2M in length), adequate storage space including space for a refrigerator. If there is no built-in cooker, space for a free-standing cooker with appropriate power/gas connections should be supplied.

Services

- Gas and electric installations are described in more detail below.
- Replacement of pipework is required where lead levels are in excess of EU standards.

Insulation, Ventilation and Windows

- All main rooms must have windows providing opening spaces equivalent to one twentieth of the floor area of the room and the windows which are supposed to open must be fully operational.
- Windows that can be opened on first floor level and above with sill heights below 85cm (3') should be restricted to an opening of no less than 10cm (4") and should have child-proof locks and a safety rail.
- Bathrooms, toilets and kitchens without windows require adequate mechanical extraction (i.e. fans).

³ <https://www.gov.scot/policies/social-housing/improving-standards/>

Heating

- A fixed heating appliance or radiator is required in every room. Portable gas or electric heaters are not acceptable. If the heating appliance is an electric fire it can only be a wall-mounted convector heater and it must be connected to a fused spur, not plugged in.
- Properties should have gas-fired central heating. If not, there should normally be a combination of double-glazing and gas-fires or night-storage heating. The only exception would be a very small Property such as a studio flat.

Electric Installation

- The electrical system shall need to be safe and has to comply with the latest IEEE regulations. Before the Head Lease starts, you must provide an up-to-date Electrical Installation Condition Report from an NIC-registered electrician stating that no remedial works are needed. Amongst other things, there must be:
- No damage to electrical fittings (plugs, light switches etc)
- Proper sheathed cable to light pendants (not twisted-pair flexes)
- Adequate earth-bonding of pipe-work etc
- Enclosed light fittings in bathrooms (unless distant from baths/showers)
- A minimum of three double sockets or equivalent in the kitchen
- A minimum of one socket in each bedroom
- A minimum of two double sockets in the main living room
- Ring mains which are protected by RCD devices

Gas Installation

- The installation and any appliances must pass the GAS SAFE Gas Safety check.
- The Contractor must have a valid gas safety certificate on file and a procedure in place for carrying out further annual inspections
- It is also important that any system or appliances are working satisfactorily.

Smoke Detectors

- There should be at least one hard-wired smoke detector in each living area of the property and a heat detector in the kitchen. All detectors should be interlinked.

Carbon Monoxide Detectors

- All Properties must be equipped with an electric or sealed long-life span battery-operated carbon monoxide detection system.

Legionella Risk Assessment

- All properties must have a legionella risk assessment in place under the provision of Section 3(2) of the Health and Safety at Work Act 1974 (HSWA).

Fire blankets

- Fire blankets conforming to BS6575 1985 must be properly sited in the kitchen.

Polystyrene Ceiling Tiles

- These tiles are not acceptable because of the possible fire risk. They must to be removed from all rooms.

Hazardous Substances and Equipment

- All parts of the Properties including outbuildings must be cleared of any hazardous substances including paints, cleaning agents.
- In addition, equipment including DIY tools should be removed.

Floor Coverings

- These should be free from trip hazards, i.e. well secured and free from rips and tears. Kitchen and bathroom flooring must be non-slip, water resistant and washable i.e. vinyl, tiles, lino etc.

Safety Glazing

- Low level glazing should be safe and comply with BS6206. This states that glazing to doors and adjacent panels should be safety glass to a level not less than 1.5m above floor level. Other areas of glazing below 85cm to floor level, for example conservatories, should also be safety glazed.

These standards may be achieved by:

- replacing non-complying glass with safety glass;
- upgrading it by applying a safety film;
- removing the glass and replacing with 6mm ply/MDF, which must be secured and decorated.

Security

- Any lockable outside door must have a key, and the front door must be fitted with both a cylinder and mortice lock. BS3621 as a minimum standard. Certain types of door, such as UPVC, have special security locks.
- Accommodation and facilities to be accessible 24 hours a day, with access to mail and to personal possessions. There should be secure locks on individual household's doors, with an agreed notice period before a landlord can gain access to accommodation (such as 24 hours) written into the occupancy/tenancy agreement, with any exceptions also included.

External Boundaries

- Walls and fences to external areas of the Property must be continuous, secure and safe.

Yards and Gardens

- External areas within the Property boundary such as gardens and yards must be clear of rubbish or any other debris.
- Garden ponds must be emptied and filled in to make them safe.
- Greenhouses must be dismantled and removed.
- Paths and steps must not be uneven and must be free of slime.

Appendix 3: Specification for Private Sector Leasing Properties

Specification for Properties

Lounge

- A three-piece suite (or suitable equivalent)

Kitchen

- A cooker which includes an oven, grill and hob; all in working condition
- A fridge and freezer
- A washing machine
- Wall and base units
- A sink unit
- Kettle
- Crockery. Pots and pans. Cutlery.

Bedroom

- Suitable number of beds according to property size. For example:
- 1-bedroom property may have a single bed and a cot or a double bed
- 2-bedroom property may have a double bed and 1 or 2 single beds
- A Property to be used as a shared Property shall be set up as such
- Cot where applicable
- All beds must be compliant with appropriate legislation
- All mattresses and fabric bed bases must be clean and in a fit state for hygienic use.
- A wardrobe (suitable for the size of room)
- A set of drawers (suitable for the size of room)

Bathroom and toilet

- A bath or shower, wash-hand basin and toilet
- Bathroom storage area

General items

- Curtains or blinds for each window
- Floor covering in each room
- A vacuum cleaner
- Mop and bucket

If the Property has a Garden

- A lawnmower with a suitable extension lead and safety adapter
- Hedge trimmer
- A selection of garden tools

General Conditions

- All the items listed must be in good condition and working order to last the duration of the Head Lease.
- All the equipment and furniture must be in a suitable condition and well maintained and, where appropriate must comply with relevant safety regulations.
- All the furnishing must be clean, unstained and free from damage.

Appendix 4: Good Practice in Acquisitions

1. Property shall only be acquired for homeless households where:
 - Owners have no proven record of harassment or illegal evictions; and
 - Existing occupants shall not be evicted in order to make the Property available for homeless households.
2. The Provider shall establish a routine process for checking Owners' previous records or their agents and whether or not the Property is or was recently occupied. This should be done prior to agreeing Head Leases, management agreements or Tenancies with Owners.
3. The Provider shall be responsible for carrying out checks, including all visits to the Property.
4. All Owners shall be required to be registered with the Landlord Registration scheme.
5. Property shall not be accepted where the Owner has evicted a person in order to make the Property available to the provision of the Service. Checks on current occupancy shall be made primarily by a visit to the Property. One or more of the following checks may help to establish current or recent occupancy:
 - Assessment, Homelessness and Support Services – for recent applications from that address
 - Housing Benefit Claims
 - Housing Register or Waiting List
 - Electoral Register or Council Tax Register

These sources of information may be used without contravening the Data Protection legislation.
6. The Provider shall be responsible for establishing who owns the accommodation and for the additional following checks on the accommodation:
 - Establishing whether the consent of a mortgage lender is required and has been given and that mortgages are not in arrears
 - Ensuring that the accommodation is covered by adequate Buildings Insurance which provides Public Liability cover which shall offer protection to the occupants of the Property.
 - Ensuring that the Owner shall not be in breach of lease, planning or building regulations.

Appendix 5: Complaint Procedure and Elected Members' Queries

The complaints process for the City of Edinburgh Council has 2 levels. These are:

	Stage 1 – frontline resolution	Stage 2 – investigation
Type of complaint	Simple, straightforward complaint requiring NO investigation, or local resolution (within schools)	Complaints that have been escalated from stage 1, or complaints that are complex and require an investigation (ie complaint is logged directly as a stage 2)
Timescale to respond	5 working days	20 working days (to be acknowledged within 3 working days)
Extensions	Up to a further 5 working days (must be authorised by a manager and agreed with the customer)	Up to a further 20 working days (must be authorised by a manager and agreed with the customer)
Who responds	Any member of staff	Head of Service (or above)
Response format	Verbal or written – whichever is appropriate (good practice to follow up a verbal response in writing)	Written
Further info	Always advise the customer that they can escalate their complaint to stage 2 if they remain dissatisfied	The response must include contact details for the Scottish Public Services Ombudsman (SPSO) if they remain dissatisfied

Key things to remember

- talk to the customer
- keep the customer informed of delays
- use Plain English – avoid jargon
- advise the customer what they can do if they remain dissatisfied (ie escalate to next stage)
- keep an accurate record of the complaint

What to do when you receive a complaint

Record

- determine if it is a Stage 1 or Stage 2 complaint (see above)
- record it in accordance with contract arrangements

Resolve

- if you can't resolve it, pass it to someone who can
- for investigations, assign to your service's investigating officer.

Respond

- use letter templates available from Council Officer
- investigations must be signed off by the Head of Service
- respond within timescale and close complaint on system.

Can someone complain on behalf of another person, e.g. elected members?

- we shall accept complaints brought by other people, if the customer has given their personal consent.
- Elected Members should be encouraged to direct customers to our complaints procedure if they have not already done so. Where customers want their Councillor to complain on their behalf, then the Council's complaints procedure shall be followed
- a mandate shall be required where consent is given.

When a complaint involves more than one service

If a complaint relates to two or more of our services, the relevant services shall identify which service area is to take the lead. The customer should only receive one response, covering all the issues raised.

Elected Member Queries

If you receive correspondence from a Councillor, MSP, or MP or anyone within their office, this should be immediately forwarded to [REDACTED] and [REDACTED]. There is no need for you to respond to the sender as an acknowledgement shall be sent from this mailbox informing the enquirer of the new procedures.

You may be required to provide a draft response, if so this shall be communicated via email with timescales included; all draft responses shall require sign off from a senior council manager.

END OF SPECIFICATION