REPOSSESSION POLICY 2026

1.0 AIMS & OBJECTIVES

1.1 We aim to minimise the number of occasions on which we commence legal proceedings and the instances of repossession of an Association property. Before instructing legal action, and during the legal action process all appropriate support will be offered to the tenant and all alternatives will be considered. However, it may be necessary to commence legal action which may lead to repossession and staff will apply this policy to ensure consistency, professionalism and fairness.

1.2 Legal action, when commenced, will most commonly be as a result of continued non-payment of rent by a tenant, but may also be commenced after anti-social behaviour, persistent or serious breach of tenancy conditions, or a serious criminal offence in the vicinity of the dwelling-house.

1.3 This Policy sets out the Association's position to give staff guidance when considering any case for legal action, including all relevant stages throughout the legal process which may lead to repossession.

1.4 Where this policy document refers to *rent* it should be considered that this includes *Occupancy Charges* due to be paid by Sharing Owners.

1.5 The specific objectives of the Legal Action and Repossession Policy are:

- ✓ to prevent homelessness occurring by exhausting all other management remedies, where appropriate;
- ✓ to provide early intervention in an attempt to prevent a repossession occurring;
- ✓ to define the authorisation process when a repossession decree is granted;
- ✓ to deal with repossessions in a consistent and fair way;
- ✓ to protect the wellbeing and interests of qualifying occupiers and other residents in the community; and
- ✓ where appropriate, to take action to protect the assets and income of the Association.

2.0 LEGAL BACKGROUND & COMPLIANCE

2.1 This policy will comply with all relevant legislation and best practice guidance including:

- ✓ The Housing (Scotland) Act 2001, 2010, 2014 & 2025;
- ✓ Statutory Instrument 2012 No 127 Pre-Action Requirements Order 2012;
- ✓ Bankruptcy and Diligence etc. (Scotland) Act 2007;
- ✓ Children Scotland Act 1995 & Children's Hearings (Scotland) Act 2011;
- ✓ Debtor's (Scotland) Act 1987;

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- ✓ Equality Act 2010;
- ✓ Homelessness etc. (Scotland) Act 2003;
- ✓ Human Rights Act 1998;
- ✓ Scottish Secure Tenancy Agreement, Short Scottish Secure Tenancy Agreement and Occupancy Agreement;
- ✓ The Data Protection Act 2018 & General Data Protection Regulation (GDPR);
- ✓ The Scottish Social Housing Charter; and
- ✓ Welfare Reform Act 2012.

3.0 RESPONSIBILITY

3.1 The Director of Housing Services has responsibility for overseeing the implementation of the legal action and the Repossession Policy.

4.0 PREVENTATIVE ACTION

4.1 The Association will ensure that all reasonable steps will be taken to avoid the need for court action to recover possession of a property. This will include early regular and sustained intervention when appropriate, to ensure that every effort is made to avoid legal action and repossession.

4.2 In all situations where the Association feels that it is reasonable to recover possession of a property, we will ensure that reasonable preventative measures have been taken in advance as may be appropriate to the specific breach of the conditions of tenancy. Such measures will be set out in the Rent Arrears Policy, the Anti-Social Behaviour Policy and other Policies.

4.3 The Association is committed to using all the legal remedies that are available to it which are considered to be effective and reasonable. In each case, action will be determined based on the individual household's circumstances and repossession will only be carried out as a last resort.

5.0 LEGAL ACTION

5.1 The decision to grant a Decree for Repossession can only be made by a Sheriff, not the Association. The grounds for repossession are contained within the Housing (Scotland) Act 2001, Schedule 2, Part 1 as amended by the Housing (Scotland) Act 2010, Part 16, Sections 153 and 155(2)-(7) and Part 2, Section 14 of the Housing Scotland Act 2014.

5.2 In the majority of cases a repossession will only be granted when the Sheriff is satisfied it is reasonable to do so and that the Association has adhered to the prescribed legal process including demonstrating to the court reasonable alternatives to repossession have been considered, and complying with the pre-action requirements (when required), and serving a valid statutory notice of proceedings on the tenant and all qualifying occupiers. In cases involving a conviction for anti-social behaviour or ending a Short Scottish Secure Tenancy the reasonableness test does not apply and subject to compliance with the relevant procedures an order for repossession may be mandatory.

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5.3 In the case of rent arrears, the Notice of Proceedings (NOP) cannot be served until the Association has complied with the pre-action requirements set out in Section 155 of the Housing (Scotland) Act 2010.

5.4 Part 2 (Section 22) of The Domestic Abuse (Protection) (Scotland) Act 2021 amends the Housing (Scotland) Act 2001 to introduce a new abusive behaviour ground enabling social landlords, where the statutory conditions are met, to apply to the court to end an abusive tenant's interest in a tenancy and allow the tenancy to be transferred to the victim/survivor. These provisions come into force on the 1st August 2026. The Housing (Scotland) Act 2025 also contains related housing provisions affecting tenants experiencing domestic abuse and supports implementation of these changes.

6.0 TENANT'S RESPONSIBILITIES

6.1 The term 'tenant' refers to sole and any joint tenants.

6.2 If two or more people have signed a tenancy agreement they are jointly and severally liable for ensuring that the tenancy conditions are adhered to. This includes ensuring that the actions of those living in, or visiting, their tenancy are acceptable (as detailed in the tenancy agreement).

6.3 Tenants have an obligation under the terms and conditions of their tenancy agreement to pay rent due every month, in advance, on or before the first day of each rental period. Failure to do this may lead, after other management options have been exhausted, to repossession action being taken by the Association.

6.4 Tenants have a responsibility to ensure that they actively manage their tenancy to prevent the need for repossession proceedings being raised. This includes, but is not limited to, ensuring that the house is not used for dealing in controlled drugs, dealing in stolen goods and illegal betting and gambling.

6.5 Tenants have a responsibility to ensure that they, and the people living with them, or visiting them, have respect for others. This includes, but is not limited to, ensuring that excessive noise is not created, pets are kept under control, vandalism and damage is not caused, rubbish is not left in unauthorised places, and no harassment or assault is caused to any person in the house or neighbourhood, for whatever reason.

7.0 ASSOCIATION'S RESPONSIBILITIES

7.1 The Association has a duty to protect its interests. Enforcing the terms of the Scottish Secure Tenancy, Short Scottish Secure Tenancy, or any other tenancy or occupancy agreement provided by the Association will assist this.

7.2 The Association has a duty to all its tenants and the wider community to ensure that they are able to live in an environment that is attractive, well maintained, safe and secure. This includes taking appropriate action against those living in, or visiting, Association tenancies when the behaviour of the person threatens to disrupt the neighbourhood and put the safety and security of other tenants and residents at risk.

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7.3 At the start of a tenancy, the Association will ensure that tenants are informed of all the responsibilities and activities associated with maintaining a tenancy. Tenants will be encouraged to take appropriate action to prevent placing their tenancy at risk.

7.4 Tenants will be advised of the consequences of failing to adhere to the tenancy agreement. This will include any action that may be taken by the Association to remedy a situation.

7.5 Where appropriate, tenants will be offered support and assistance to ensure their tenancy is managed successfully.

7.6 Where enforcement action is taken, this will be proportionate to the breach of tenancy conditions, which clearly state what action the tenant must do to resolve the issue and what the Association will do if the breaches of tenancy continue.

7.7 The Housing (Scotland) Act 2010 Section 153 provides that a tenant's tenancy in legal action for rent arrears will not come to an end, even after the Sheriff Court has granted a decree for repossession, until such time as the Association has actually recovered possession of the property.

7.8 The Association will repossess the property as soon as possible after the date specified on the Decree for Repossession. However, if a Decree for Repossession is granted for rent arrears, and full payment of the rent arrears and legal expenses is made prior to an eviction being carried out, the eviction may be cancelled. This is at the discretion of the Director of Housing Services or Senior Housing Services Officer in their absence.

7.9 During the course of the legal action to repossess a property the Association will fully advise tenants and any qualifying occupiers of the homelessness responsibilities the local authority has towards them, and they will be advised to seek assistance.

8.0 REFERRAL TO SOLICITOR FOR COURT ACTION

8.1 All cases being referred to the solicitor for court action must be authorised by the Director of Housing Services or Senior Housing Services Officer first. This includes cases to recall sisted actions.

9.0 REPOSSESSION APPROVAL

9.1 When the court grants a Decree for Repossession, it usually takes up to 4 weeks to receive the extract of the decree from the court. Once the extract decree is received the Association has limited time to enforce the order (up to six months currently) therefore a decision must be made over whether to evict the tenant, proceed without implementing the decree or hold the decree for a period of up to 6 months from the date of the decree being awarded. In exceptional circumstances, such as where the tenant has paid a substantial amount to the arrears during the period between the decree being awarded at court and the Association receiving the decree from the court, the Association may hold the decree for a period of up to 6 months in accordance with current legislation to monitor the tenant's account.

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9.2 Where a Sheriff grants a Decree for Repossession, the date after which the Association can recover the property will be specified on the decree. A form of charge for removing must be served upon a tenant before a repossession is carried out. The charge must provide the tenant with a period of at least 14 days in which to remove from the property prior to the repossession being carried out. This charge can only be served by Sheriff Officers. A Sheriff Officer will only be able to carry out a repossession upon expiry of the 14-day period and must give at least 48 hours' notice after the 14 days have expired.

9.3 When a Decree for Repossession has been granted, the Director of Housing Services will prepare a report in the specified format (attached as Appendix 1) for the consideration of the Board of Management at the earliest possible opportunity.

9.4 A Decree for Repossession will be acted upon as soon as is practicable following the Board approval but within six months of the date specified on the decree unless there is a reason to justify another course of action. The Director of Housing Services will inform the Board of Management of the outcome of any Repossession they have approved at the next appropriate meeting.

10.0 REPOSSESSION PROCEDURE

10.1 Once Board approval has been received the Senior Housing Services Officer or Housing Services Officer will advise the Association's Solicitor to instruct Sheriff Officers to enforce the Decree for Repossession and carry out the eviction at the earliest date possible.

10.2 Sheriff Officers will then serve the form of charge for removing. The letter provides the tenant with the minimum 14 days' notice period prior to the eviction being carried out.

10.3 In some cases, a tenant may abandon the property prior to the eviction therefore, it may be appropriate to proceed with repossessing the property by following the Abandoned Property Policy. This is in accordance with the Housing (Scotland) Act 2001, particularly sections 17-21 and the Scottish Secure Tenancies (Abandoned Property) Order 2002. This decision will be on the authorisation of the Director of Housing Services or Senior Housing Services Officer.

10.4 Before repossessing the property, housing staff will provide advice and practical assistance to the tenant and qualifying occupiers.

10.5 Sheriff Officers are authorised to carry out the repossession of a property, not Association employees. However, at least one staff member and a tradesperson will be present to ensure the repossession is successfully completed.

10.6 Repossessions will be carried out following legal guidelines and in accordance with good practice. It is normal practice to change the locks to the property when the forced entry is carried out.

10.7 A detailed void inspection of the property, garden and any outbuildings will be made (in accordance with the Void Management Policy). If appropriate and considered to be necessary to prevent vandalism the property will be fitted with security screens.

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10.8 The costs of any repairs that tenants are responsible for will be recharged in accordance with the Recharges Policy Procedure and recovered if there is a reasonable prospect of collection.

10.9 The cost of legal expenses is granted at court by the Sheriff and is listed on the Decree for Repossession. This is the amount that will be recharged to the tenant.

11.0 SHARING OWNERS

11.1 The approach to legal action for Sharing Owners will largely be similar to that for tenants. Any legal action will be based on the terms of the Occupancy Agreement which allows for the Association in conjunction with the mortgage lender to recover possession and force a sale of the property or on a Simple Procedure action to recover the debt only.

11.2 Where a sharing owner has indicated a sale/transfer of ownership to staff or the Association is successful in a conjoined recovery process the Association's solicitors should be advised immediately of any outstanding occupancy charge or other fees in order that these arrears are held from the proceeds of any sale/recovery.

12.0 POLICY REPORTING

12.1 Housing Services Officers will register all legal action cases and their progress on the Association's housing management software system.

12.2 The Association will monitor performance on legal action and repossessions using the following performance indicators:

- ✓ the total number of Notices of Repossession Served;
- ✓ the total number of cases heard at court;
- ✓ the total number of Decrees for Repossession granted;
- ✓ the total number of tenancies repossessed;
- ✓ the reason for the repossession, for example rent arrears, antisocial behaviour.

13.0 CO-OPERATION WITH OTHER AGENCIES

13.1 Ochil View will co-operate with external agencies that may assist the tenant in managing their tenancy, particularly their rent arrears. Mandates where required will be completed.

13.2 If the Association raises proceedings against a tenant at the Sheriff Court, we also serve a notice on the Local Authority, this is called a Section 11 notice. It informs the Local Authority that the Association intends to evict the tenant from the property. The Local Authority may get in contact with the tenant to offer advice and assistance when they receive the notice.

Approved

14.0 CONFIDENTIALITY

14.1 The Association stresses that the tenant's privacy must be safeguarded. As detailed earlier, the Association has various legal responsibilities, which must be adhered to in this respect.

14.2 All information regarding legal action is to remain confidential to the staff and tenant unless the tenant appoints a 3rd party to negotiate with the Association on their behalf. A signed mandate must be provided before staff will enter into discussions regarding an individual case. This mandate must conform to the conditions of the Data Protection Act 2018.

14.3 Reporting of cases to the Board of Management will be by tenant number code only. No tenant's name or address is to be revealed at any time, or any information that would identify the tenant.

15.0 BOARD MEMBERS AND COURT ACTION

15.1 Anonymity will be preserved at all times from Board Members in terms of considering individual cases. As Board Members may also be tenants of the Association, if any Board Member is the subject of court action by the Association, they should discuss with the Chairperson whether it is appropriate for them to remain a member of the Board of Management.

16.0 APPEALS AND COMPLAINTS

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

17.0 EQUALITIES COMMITMENT

17.1 Ochil View is committed to tackling discrimination on the grounds of sex, age, disability, gender reassignment, race, religion or belief, sexual orientation, marriage or civil partnership and pregnancy or maternity.

17.2 We will provide written information and advice in clear and easy to understand formats using plain language and where necessary we will translate information into other languages.

17.3 The Association uses Happy to Translate as a translation toolkit. We also work in partnership with Global Language Services to provide interpretation and translation services which, we provide to Customers at no cost to them.

18.0 MONITORING AND REVIEW

18.1 This policy will be reviewed every 3 years, unless amendment is prompted by a change in legislation, operational requirements, or customer feedback.

Approved

Policy Review Consultation Process

Considered by Senior Management Team (and other relevant staff)	**26th January 2026**
Recommended by the Customer Services Committee on	**19th February 2026**
APPROVED BY THE BOARD OF MANAGEMENT ON	**26th February 2026**
AMENDMENTS APPROVED BY THE BOARD OF MANAGEMENT ON	**30th July 2026**
Date of Next Review	**February 2029**

Approved

Appendix 1

REPORT TO THE BOARD OF MANAGEMENT MEETING OF

1.0 SUBJECT **Property Repossession**

2.0 PURPOSE

This report considers a situation where it is proposed to repossess a property and end a household's tenancy on the grounds of rent arrears.

3.0 RECOMMENDATION

It is recommended that the Board of Management;

- ✓ ***Consider the contents of the report and approve the recommendation to instruct the Sheriff's Officer to repossess the property on behalf of the Association and***
- ✓ ***that if repossession is approved, to delegate to the Director of Housing Services the authority not to proceed with eviction where the tenant makes full payment of all sums of rent and recoverable legal expenses due to the Association***

4.0 MAIN ISSUES

4.1 Case Number:

Tenancy and household information

- ✓ Date of Entry –
- ✓ Monthly Rent - £
- ✓ Housing Benefit per month –
- ✓ Universal Credit per month -
- ✓ Discretionary Housing Payment (if applic) –
- ✓ Tenant to pay per month - £

Household

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Household Member	Relationship to tenant	Age Group If a Child	Economic status
Tenant			Unknown

(if a child put age definition as either:-* ***Child Under 16/dependant adult 16-18/non-dependant adult >18**)*

4.2 Entitlements, Payments and Benefits Issues

None

4.3 Arrears Information

Current Balance **£**

4.4 Arrears Balance at the end of last 6 months.

Month	Charges	Paid by tenant	Paid by HB	Balance

4.5 Contact Information

Number of home visits made in last year

- ✓ Successful –
- ✓ Unsuccessful –
- ✓ Out of hours –

Number of letters sent in last year:
Arrangements made in last year:
Number of phone calls/texts in last year:
Office Interviews in last year:
Emails in last year:

4.6 Current arrangement and date made

4.7 Involvement with TSO and any claims outstanding

4.8 Date of last interview/contact

Approved

4.9 Post decree contact with tenant:

4.10 Legal action information

Date	Action taken	Balance	Response by tenant	Position
	Repossession & Payment Decree			Awaiting Extract Decree

4.11 Was Payment decree considered or actioned?

4.12 Other Information

4.13 Local Authority Position

If the tenant contacted the Local Authority and made a homeless application then they will be offered temporary accommodation whilst, the case is investigated.

In the case of eviction for rent arrears they would most likely be found intentionally homeless and would not be accepted for permanent accommodation unless there are children in the household. In this case there are no children therefore, they will not be given an offer under homeless status.

Only applicants accepted as unintentionally homeless or intentionally homeless with children will be considered for permanent offer by the Local Authority.

The tenant will not be referred back to Ochil View as a section 5 nomination.

Approved

5.0 FINANCIAL IMPLICATIONS AND VALUE FOR MONEY

The financial implications associated with this report relate to the following:

- ✓ Rent Arrears amounting to £
- ✓ Legal Fees estimated at around £
- ✓ Staff Time which is not quantified

6.0 PROCUREMENT

There are no procurement procedures or requirements.

7.0 RISK ASSESSMENT

The following risk map is based on the Customer Services Risk map which is currently used to inform the Associations Corporate Risk Management Register.

Risk Map

Risk	Raw Risk (High/Med/Low)	Mitigated Action	Residual Risk (High/Med/Low)
➢ Increasing rent arrears (Operational 20)	**HIGH**	➢ Arrears Policy & Procedures in place ➢ Ensuring staff understand the importance of rent to the Associations financial position ➢ Robust monitoring regime to be in a position to respond quickly to developing situation ➢ Settling in visits ➢ Staff training ➢ Benchmarking with peers to monitor trends ➢ Good external relations with LA, CAB etc in assisting tenants to obtain debt advise	**MED**
➢ Tenants failing to adhere to their tenancy agreement (Operational 19)	**MED**	➢ Interview at sign up confirming contents of tenancy agreement and its purpose. ➢ Action taken when non adherence is discovered. ➢ Articles in newsletters highlighting problems associated with non-adherence to tenancy agreement ➢ Leaflets in reception about importance of tenancy agreement ➢ Tenants handbook issued to all tenants	**MED**
➢ GDPR (Operational 10)	**HIGH**	➢ Anonomise tenants personal details from the report ➢ All information and data kept within data retention schedules	**MED**

Approved

		➢ Staff are adequately trained in the keeping of tenants data	

8.0 REGULATORY ISSUES & ANNUAL ASSURANCE STATEMENTS

8.1 Regulatory Issues

The Board of Management's consideration of this report complies with the regulatory standards;

- ✓ The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users. (Regulatory Standard 1)
- ✓ The RSL manages its resources to ensure its financial well-being and economic effectiveness (Regulatory Standard 3)
- ✓ The RSL conducts its affairs with honesty and integrity (Regulatory Standard 5).

8.2 Notifiable Events

The report or any outcome thereof is **NOT** subject to a Notifiable Event submission to the Scottish Housing Regulator.

8.3 Annual Assurance Statements

The information in this report will not be used directly to inform the Annual Assurance Statement.

9.0 LEGAL AND CONSTITUTIONAL ISSUES

9.1 Legal Issues

The key legal issues associated with this report relate to;

- ✓ Legal process associated with repossessing property under the Housing (Scotland) Act 2001;
- ✓ The Pre-action Requirements associated with the Housing (Scotland) Act 2010;
- ✓ The local authority notification requirements contained in the Homelessness (Scotland) Act 2003.

Independent legal advice has been sought throughout the process

9.2 Constitutional Issues

There are no constitutional issues associated with this report.

10.0 COMPLIANCE WITH POLICIES AND PROCEDURES

This report complies with the requirements detailed in the following documents;

Approved

- ✓ Rent Arrears Policy
- ✓ Repossession Policy
- ✓ Rechargeable Procedures
- ✓ Scottish Secure Tenancy Agreement

11.0 PUBLICATION FRAMEWORK IMPLICATIONS

This report is not part of the Associations Publication Framework.

12.0 IMPLICATIONS FOR SERVICE USERS

The key implication for tenants associated with this report comes from the Association ensuring that households comply with their tenancy agreement and pay for the services associated with their tenancy.

Taking the recommended action, as a last resort, and after exhausting all other possible options, will ensure that tenants who do comply with their tenancy agreement see that action will be taken against those who do not.

13.0 COMPLIANCE WITH STRATEGIC/DEPARTMENTAL OBJECTIVES

This report complies with the following Strategic Objectives;

- ✓ To provide a comprehensive and responsive customer service to the Association's tenants, sharing and factored owners (SO1);
- ✓ To maximise the level of income generated by our housing stock and minimise rent arrears by sensitive and supportive interventions with tenants (CS6)

14.0 EQUALITY AND HUMAN RIGHTS IMPLICATIONS

The proposed repossession action applies irrespective to any distinction on the grounds of marriage & civil partnership, sex, race, disability, age, religion or belief, gender reassignment, pregnancy & maternity and sexual orientation or disadvantaged by any conditions or requirements which cannot be shown to be justified ie compliance with the Equality Act 2010.

15.0 COMPLIANCE WITH DATA PROTECTION REGULATIONS

Personal data in relation to this tenant has been removed and treated confidentially.

16.0 PUBLICATION SCHEME IMPLICATIONS (FOI)

This report is not included in the Associations Publication Scheme. The minutes of discussion on the point will be confidential.

17.0 PRIVACY IMPACT ASSESSMENTS ("PIAs")

The risk of a data breach within this report has been assessed as Low.

18.0 CONSULTATION

Approved

The Chief Executive has been consulted in the preparation of this report.

Prepared By	**Date**	**Signature**
Linda McLaren Director of Housing Services		
Approved By		
Anne Smith Chief Executive		

Approved