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1. INTRODUCTION

- 1.1 We are a locally based housing association operating across a number of neighbourhoods and communities throughout the south side of Glasgow.
- 1.2 Since we were established in 1971, we have built up our current stock of homes through tenement rehabilitation, new build housing programmes and stock transfers. We now have around 2260 units for social rent, and just over 200 for mid-market rental in the areas where we operate. In addition, we provide property factoring services to around 880 privately owned properties.
- 1.3 Our main geographical areas which we operate in as a landlord are in Pollokshields (including parts of Kingston and Tradeston), Cardonald and Halfway. These areas account for 90% of our housing stock, while we also provide housing in Shawlands, Strathbungo, Ibrox, Kinning Park, Langside and Mount Florida.
- 1.4 We deliver a comprehensive range of services; all focused on the needs of our customers and communities. These services include tenancy and neighbourhood management; repairs and property management; property development; asset management; housing support services; concierge; environmental works; income advice; and community development and support. We work closely with our subsidiary company, Southside Lettings (Scotland) Ltd, which provides letting services for a significant portfolio of Mid-market rent housing.
- 1.5 We are governed by our Board, which is supported by a number of sub-committees. Our governance arrangements set out clearly the roles and responsibilities of our Board members and our staff.

2. OUR VISION AND VALUES

- 2.1 Our Vision is **Impacting and improving people's lives in a positive way.**
- 2.2 Our Values represent the ethics and principles that our people value most and which reflect us as an organisation. At Southside Housing Association (SHA) we want to live our values and incorporate them into everything that we do. Our values are:

Respect We will put people first, prioritise relationships, be kind and helpful and treat others as we would want to be treated.

Integrity We will conduct ourselves with honesty and transparency.

Positive We will focus on positive outcomes and be solution focused.

Responsible We will be dependable professional, reliable and consistent.

3. POLICY PURPOSE, AIMS & OBJECTIVES

- 3.1 In our role as a Registered Social Landlord, we are committed to providing homes to those individuals and families in housing need. Where properties lie empty through abandonment, we are not maximising the housing provision for those in genuine housing need.
- 3.2 This policy seeks to give clear guidance on the process for dealing with occasions where an abandoned property has been identified and that appropriate action is taken at the

earliest opportunity.

3.3 The policy objectives are:

- To identify properties which are unoccupied or which the tenant does not occupy as their sole/principal home.
- To outline the process for investigating and recovering possession of a property which has been abandoned.
- To minimise potential rent lost from abandoned properties and other costs such as forced access, potential repairs, storage of belongings, etc.
- To make the best use of our housing stock ensuring properties can be relet quickly to individuals or families in housing need.
- To ensure that the process of dealing with abandoned properties complies with legislation and best practice.

4. LEGAL & REGULATORY CONTEXT

4.1 The current legal context to end a Scottish Secure Tenancy and recover an abandoned property without the need for court proceedings is contained within the Housing (Scotland) Act 2001.

4.2 Additionally, we are mindful of our rights and responsibilities contained within other legislation, statutory documents and regulatory documents. This includes: -

- Housing (Scotland) Act 2010 & 2014
- Equality Act 2010
- Human Rights Act 1998
- UK GDPR and the UK Data Protection Act 2018
- The Scottish Secure Tenancy & Short Scottish Secure Tenancy agreement
- The Scottish Social Housing Charter

4.3 Under Section 17, 18 and 19 of the Housing (Scotland) Act 2001, we can recover a property where it has reasonable grounds for believing that the house is empty and that the tenant does not intend to occupy it as their only or principal home.

4.4 The Act confirms that where we have reasonable grounds for believing that a tenant has abandoned the tenancy, the landlord “may enter the house at any time for the purpose of securing the house and any fittings, fixtures or furniture against vandalism.”

4.5 Where there is an actual or suspected emergency such as a burst pipe, gas leak, fire, security risk etc., we may force entry prior to the expiry of the Abandonment Notice, or on service of the Notice, to minimise any damage or potential danger to other residents.

4.6 Section 2.1 of the Scottish Secure Tenancy Agreement specifies that the Tenant “must take entry to the house, occupy and furnish it and use it solely as their only or principal home. Section 6.4 of the Scottish Secure Tenancy Agreement specifies that the tenancy may be ended if “we have reasonable grounds for believing that you have abandoned the

house. In this case, we may forcibly enter the house to make it secure” Section 6.8 of the Scottish Secure Tenancy Agreement specifies

- 4.7 Under Section 17 to 21 of the Housing (Scotland) Act 2001, we can end a joint tenants interest in the property where there are grounds for believing that they are not occupying the house and do not intend to occupy it as their only or principal home. This is further outlined in Section 6.8 of the Scottish Secure Tenancy Agreement.

5. RESPONSIBILITY

- 5.1 Operational responsibility for abandoned properties is delegated to our Housing Management Teams. Housing Officers and Assistant Housing Officers have responsibility for identifying and investigating properties within their allocated patch which may be abandoned. Overall operational control and responsibility for decision-making sits with the Director of Housing and Communities.

6. IDENTIFYING AND RECOVERING AN ABANDONED PROPERTY

- 6.1 Where we have reasonable grounds for believing that a property has been abandoned, we will make reasonable enquiries on the whereabouts of our tenant. The staff carrying out these enquiries will keep a record of all checks carried out. These checks may include:
- Attempting to contact the tenant by any methods available including letter, email, telephone, text and home visit.
 - Checking with neighbours about their last sighting of the tenant.
 - Checking with the tenant's emergency contact.
 - Checking with the Housing & Homelessness Lead at Glasgow City Health & Social Care Partnership to identify whether the tenant is in hospital/prison/open to any other services.
 - Observing the activity and appearance of the property.
 - Activity or non-payment on the rent account.
 - Checking when the last repair line was requested or carried out.
 - Alerts from other signs of potential abandonment such as constant no access to the property for things like Gas Safety checks, New Tenant Visits, arrears visits, or a lack of response to letters/telephone calls/emails.
 - Liaising with other staff where appropriate, such as Concierge and Welfare Rights staff.
- 6.2 In the event of a tenant returning the keys to their property to the Association without having submitted a written termination notice, the abandonment process should be followed although fewer checks may be required.
- 6.3 When we are reasonably satisfied that the property is unoccupied, the first abandonment notice will be served on the tenant. This will be done by a member of staff hand-delivering it to the property with a witness. The notice will: -
- State that the landlord has reason to believe the property is unoccupied, and the tenant does not intend to occupy it as their home.

- Require the tenant to inform the landlord in writing that they intend to occupy it as their home, within four weeks of the notice being served.
 - Inform the tenant that if it appears to the landlord at the end of the four weeks that the tenant does not intend to occupy the property, the tenancy will be ended with immediate effect by service of a second notice.
- 6.4 At this time, we will also serve a notice advising the tenant that if personal possessions are in the property which they do not intend to occupy, they must collect them within 28 days, or we may dispose of them.
- 6.5 We will continue checks during the four-week period and if we are satisfied that the property has been abandoned, we will serve a second abandonment notice on the tenant bringing the tenancy to an end with immediate effect after a clear 28 days. This will be done by a member of staff hand-delivering the notice to the property with a witness. After this, staff may take possession of the property.
- 6.6 In the case of joint tenancies where only one tenant has abandoned, we will make reasonable enquiries on the whereabouts of the joint tenant independently from checks with the remaining tenant. Thereafter, if we are satisfied that the joint tenant has abandoned the property, their part of the joint tenancy will end with effect on a date no less than eight weeks after the service of a second notice. The tenancy will then revert to a sole tenancy.

7. CANCELLATION OF AN ABANDONMENT NOTICE

- 7.1 Where the tenant contacts us within the four-week period and confirms their intention to occupy the property as their home, the abandonment process will be cancelled. This will be confirmed by a home visit by housing management staff to the property to discuss the situation with the tenant, any reasons for absence from the property, and their intentions for the property in the immediate future such as whether they intend to return and continue to occupy it as their principal home, or whether they intend to terminate the tenancy. Tenants should also be advised of the breach of tenancy and possibility of legal action should we believe they are not using the property as their principal home.
- 7.2 When carrying out the home visit, a full inspection of the property should take place. This includes checks of the fridge, kitchen cupboards, wardrobes, bathroom and taking utility meter readings or checking the balance on prepaid meters.

8. CONTACT FROM TENANT AFTER 2ND ABANDONMENT NOTICE

- 8.1 If the tenant contacts us after the second abandonment notice has been served and the tenancy terminated, then we must decide:
- Was the abandonment served unreasonably and does our tenant have reasonable grounds to challenge our decision? In this case, we can offer the original property (if still void) to the tenant, or a similar alternative. In either case, a new tenancy should be created as the original tenancy has been terminated.
 - Was the abandonment process followed correctly and were we justified to end the tenancy? In this case, we can advise the former tenant that if they wish to be considered for rehousing, they must apply to our housing list and go through our normal allocations process.

9. DISPOSAL OF PERSONAL BELONGINGS

- 9.1 If, upon entry to the property, it is found that the tenant has not collected their household items or personal belongings, a photographic record and an inventory must be taken.
- 9.2 This inventory will indicate the condition of items, and whether they are clean and fit to be stored. For instance, if the cooker is dirty, the washing machine full of clothes/water, or the fridge freezer full of out-of-date food then these items are not fit for storage.
- 9.3 We are obliged to store any personal belongings found in an abandoned property for a 6-month period unless the estimated value of the property left, in the opinion of the two housing staff members, is less than the cost of removal by a contractor and storage for a 6-month period.
- 9.4 If during the 6-month storage period, the abandoned tenant contacts us then we will arrange release of the items subject to receipt of full payment for the transport and storage of the belongings.
- 9.5 If the belongings are not claimed within 6 months, we may arrange for the items to be sold and proceeds from the sale can be put towards storage costs and tenancy-related debts.
- 9.6 If there are any items within the property causing concern around potential criminal activity, then this should be reported to the police. For instance, illegal drugs, dangerous weapons or stolen property. If there is evidence of drug use in the property which means it is not safe to remove and store the items, then this will be documented and justify the safe disposal of all items.
- 9.7 If there are any abandoned animals within the property, this should be reported to the Scottish Society for Prevention of Cruelty to Animals (SSPCA) and collection arranged with them.
- 9.8 In the event of a joint tenant having abandoned the property, we are not obliged to remove their personal possessions and the responsibility to do so will lie with the remaining tenant.

10. OTHER PERSONS OCCUPYING THE PROPERTY

- 10.1 If a tenant abandons their property and leaves behind any occupant(s) over the age of sixteen, who is not a tenant, the property is not deemed in law as being abandoned as it continues to be occupied. Legal advice should be sought from our solicitors in such instances.
- 10.2 This applies to household members of the tenant or unauthorised sub-tenants.
- 10.3 Where squatters are found to occupy, the Trespass (Scotland) Act 1865 applies, which makes it unlawful for a person to lodge in any premises or to occupy or encamp on private land without the consent and permission of the owner or legal occupier. Where this happens, legal advice should be sought from our solicitors and legal action immediately commenced to remove the squatters from the property.

11. MONITORING & REPORTING ABANDONED PROPERTIES

- 11.1 A digital register of all abandoned properties will be maintained. An inventory with photographs of all properties with personal belongings left behind after the tenancy has ended will be kept in the former tenant's file. A record of these properties will be kept for

five years after the tenancy has been recovered.

- 11.2 The number of abandoned properties during the reporting year will be reported to the Scottish Housing Regulator in the Annual Return on the Charter.

12. APPEALS & COMPLAINTS

- 12.1 Tenants/joint tenants who are aggrieved by the termination of their tenancy under abandonment procedures may, within 6 months of the termination of their tenancy, raise proceedings by Summary Application to the Sheriff Court in accordance with the Housing (Scotland) 2001 Act.
- 12.2 If the court upholds the appeal, they may grant a declarator that the abandonment notice is of no effect and the tenancy should continue (where the property has not yet been relet) or direct us to offer other suitable accommodation where the original property has been relet.
- 12.3 The court may do this where they believe we have failed to comply with the provisions set out in the Housing (Scotland) Act 2001 and have acted wrongly or unreasonably.
- 12.4 Any tenant who feels aggrieved by their treatment under this policy can also address this via our Complaints Handling Procedure, available on our website.

13. EQUALITY AND HUMAN RIGHTS

- 13.1 We recognise our obligations under the Equality Act 2010 to eliminate unlawful discrimination and harassment, advance equality of opportunity and to promote good relations between all sections of our communities. Beyond meeting our legal duties, we also recognise that promoting equality, diversity and inclusion is the right thing to do.
- 13.2 The Equality Act 2010 makes it unlawful to discriminate against, harass or victimise a person because they have one or more of the following Protected Characteristics: Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion and Belief, Sex, and Sexual Orientation. This policy is aligned with the Association's Equality, Diversity and Inclusion Policy.
- 13.3 An Equality and Human Rights Impact Assessment has been conducted to assess any positive and negative impacts of this policy with regard to the nine Protected Characteristics set out above at section 13.2 of this policy.

14. REVIEW

- 14.1 This policy will be subject to review every three years; however, we may review it sooner if there are significant legislative changes which have a material impact on the policy or changes to guidance and good practice.

Appendix 1

Extract of Housing (Scotland) Act 2001, Part 2, Chapter 1, for abandoned tenancies

17 ABANDONED TENANCIES

(1) This section applies where a landlord under a Scottish Secure Tenancy has reasonable grounds for believing that—

(a) the house is unoccupied, and

(b) the tenant does not intend to occupy it as the tenant's home.

(2) The landlord may enter the house at any time for the purpose of securing the house and any fittings, fixtures or furniture against vandalism.

(3) For the purposes of subsection (2), the landlord and its servants or agents may open, by force if necessary, doors and lockfast places.

(4) The landlord may take possession of the house in accordance with section 18.

18 REPOSSESSION

(1) A landlord wishing to take possession of a house under section 17(4) must serve on the tenant a notice—

(a) stating that the landlord has reason to believe that the house is unoccupied and that the tenant does not intend to occupy it as the tenant's home,

(b) requiring the tenant to inform the landlord in writing within 4 weeks of service of the notice if the tenant intends to occupy the house as the tenant's home, and

(c) informing the tenant that, if it appears to the landlord at the end of that period that the tenant does not intend so to occupy the house, the tenancy will be terminated with immediate effect.

(2) Where—

(a) the landlord has—

(i) served on the tenant a notice complying with subsection (1), and

(ii) made such inquiries as may be necessary to satisfy the landlord that the house is unoccupied and that the tenant does not intend to occupy it as the tenant's home, and

(b) at the end of the period mentioned in subsection (1)(b) the landlord is so satisfied,

the landlord may serve a further notice on the tenant bringing the tenancy to an end with immediate effect.

(3) Where a tenancy has been terminated in accordance with this section the landlord is entitled to take possession of the house without any further proceedings.

(4) The Scottish Ministers may by order make provision for the landlord, in taking possession of the house, to secure the safe custody and delivery to the tenant of any property which is found in a house to which this section applies and, in particular—

(a) for requiring charges to be paid in respect of such property before it is delivered to the tenant, and

(b) for authorising the disposal of such property, if the tenant has not arranged for its delivery to the tenant before the expiry of such period as the order may specify, and the application of any proceeds towards any costs incurred by the landlord and any rent due but unpaid by the tenant to the landlord.

19 TENANTS RECOURSE TO COURT

(1) A tenant under a Scottish secure tenancy who is aggrieved by termination of the tenancy by the landlord under section 18(2) may raise proceedings by summary application within 6 months after the date of the termination.

(2) Subsection (3) applies where, in proceedings under this section, it appears to the court that the landlord—

(a) has failed to comply with any provision of section 18

(b) did not have reasonable grounds for finding—

(i) that the house was unoccupied, or

(ii) that the tenant did not intend to occupy it as the tenant's home, or

(c) was in error in finding that the tenant did not intend to occupy the house as the tenant's home, and the tenant had reasonable cause, by reason of illness or otherwise, for failing to notify the landlord of the tenant's intention so to occupy it.

(3) Where this subsection applies the court must—

(a) if the house has not been let to a new tenant, grant a declarator that the notice under section 18(2) is of no effect, or

(b) in any other case, direct the landlord to make other suitable accommodation available to the tenant.

(4) On granting a declarator under subsection (3)(a) the court may make such further order in relation to the Scottish secure tenancy as it thinks fit.

(5) Part 2 of schedule 2 has effect to determine whether accommodation is suitable for the purposes of subsection (3)(b).

Appendix 2

Extract of Housing (Scotland) Act 2001, Part 2, Chapter 1, for joint tenancies

20 ABANDONMENT BY JOINT TENANT

(1) This section applies where a landlord under a Scottish secure tenancy has reasonable grounds for believing that a joint tenant under the tenancy (the “abandoning tenant”)—

(a) is not occupying the house, and

(b) does not intend to occupy it as the tenant’s home.

(2) A landlord wishing to bring to an end the interest of an abandoning tenant in the tenancy must serve on the abandoning tenant a notice—

(a) stating that the landlord has reason to believe that the abandoning tenant is not occupying the house and does not intend to occupy it as the tenant’s home,

(b) requiring the abandoning tenant to inform the landlord in writing within 4 weeks of service of the notice if the abandoning tenant intends to occupy the house as the tenant’s home, and

(c) informing the abandoning tenant that, if it appears to the landlord at the end of that period that the abandoning tenant does not intend so to occupy the house, the abandoning tenant’s interest in the tenancy will be brought to an end by the service of a notice under subsection (3).

(3) Where—

(a) the landlord has—

(i) served on the abandoning tenant a notice complying with subsection (2), and

(ii) made such inquiries as may be necessary to satisfy the landlord that the abandoning tenant is not occupying the house and does not intend to occupy it as the tenant’s home, and

(b) at the end of the period mentioned in subsection (2)(b) the landlord is so satisfied,

the landlord may serve a further notice on the abandoning tenant bringing the abandoning tenant’s interest in the tenancy to an end with effect from a date specified in the notice, being a date not earlier than 8 weeks after the date of service of the notice.

(4) A landlord serving a notice on an abandoning tenant under subsection (2) or (3) must serve a copy of the notice on each of the other joint tenants under the tenancy.

21 JOINT TENANCIES: ABANDONING TENANT’S RECOURSE TO COURT

(1) A joint tenant under a Scottish secure tenancy who is aggrieved by the bringing to an end of the tenant’s interest in the tenancy under subsection (3) of section 20 may raise proceedings by summary application within 8 weeks after the date of service of the notice under that subsection.

(2) Subsection (3) of this section applies where, in proceedings under this section, it appears to the court that the landlord—

(a) has failed to comply with any provision of section 20,

(b) did not have reasonable grounds for finding that the tenant—

(i) was not occupying the house, or

(ii) did not intend to occupy it as the tenant's home, or

(c) was in error in finding that the tenant did not intend to occupy the house as the tenant's home, and the tenant had reasonable cause, by reason of illness or otherwise, for failing to notify the landlord of the tenant's intention so to occupy it.

(3) Where this subsection applies, the court must—

(a) grant a declarator that the notice under section 20(3) is of no effect, or

(b) if it would be unreasonable to grant such a declarator, direct the landlord to make other suitable accommodation available to the tenant.

(4) On granting a declarator under subsection (3)(a) the court may make such further order in relation to the tenant's interest in the tenancy as it thinks fit.

(5) Part 2 of schedule 2 has effect to determine whether accommodation is suitable for the purposes of subsection (3)(b).

Appendix 3

The Scottish Secure Tenancies (Abandoned Property) Order 2002

Scottish Statutory Instruments

2002 No. 313

HOUSING

The Scottish Secure Tenancies (Abandoned Property) Order 2002

Made

26th June 2002

Laid before the Scottish Parliament

27th June 2002

Coming into force

30th September 2002

The Scottish Ministers, in exercise of the powers conferred by sections 18(4) and 109(2) of the Housing (Scotland) Act 2001(1), and of all other powers enabling them in that behalf, hereby make the following Order:

Citation, commencement and interpretation

1.—(1) This Order may be cited as the Scottish Secure Tenancies (Abandoned Property) Order 2002 and shall come into force on 30th September 2002.

(2) In this Order “the Act” means the Housing (Scotland) Act 2001.

Procedure by landlord

2.—(1) Where property is found in a house to which section 18(1) of the Act applies the landlord shall immediately serve a notice on the tenant that the property is available for delivery into the hands of the tenant or the tenant’s agent at a place specified in the notice on payment of any sum payable in terms of article 5(1) of this Order and that if the property is not collected by the tenant from the specified place on or before the date specified in the notice (being a date not fewer than 28 days from the date of service of the notice and not earlier than the date on which the landlord repossesses the house) it may be disposed of in accordance with this Order.

(2) The notice provided for in paragraph (1) of this article shall be served by posting it to the tenant in a recorded delivery letter addressed to the tenant at the tenant’s last known address or by leaving the notice for the tenant at that address.

3.—(1) Where property in respect of which a notice under article 2 of this Order has been served on the tenant has not been collected by the date specified in the notice, the property shall, subject to paragraph (2) of this article, be stored by the landlord for a period of 6 months from the date on which the landlord took possession of the dwellinghouse and after expiry of the said period the landlord may sell any item remaining in its custody.

(2) Paragraph (1) of this article shall not apply to any property the value of which would not, in the opinion of the landlord, exceed the amount which the landlord would be entitled to deduct under article 6 of this Order from the proceeds of any sale of such item.

Disposal of property

4. Where property to which article 3(1) does not apply and in respect of which a notice under article 2 has been served on the tenant has not been collected by the date specified in the notice the landlord may sell or otherwise dispose of it.

Charges payable

5.—(1) Subject to paragraph (2) of this article, where at any time prior to the sale or disposal of property under this Order the tenant, or any other person who appears to the landlord to have a right of ownership or of possession in the property, arranges for delivery to the tenant or such other person of any item the landlord shall relinquish custody of that item upon receipt of a payment equal to the amount of any costs incurred by the landlord in complying with this Order in relation to that item or such lesser amount (including a nil amount) as the landlord may think fit.

(2) Nothing in this article shall affect the landlord's exercise of its right of hypothec.

6. Where a landlord sells property under article 3 of this Order it may deduct from the proceeds of sale the amount of any costs incurred by it in complying with this Order in relation to that property and, if there is any remainder after deduction of such amount, the amount of any arrears of rent.

Public Health and Safety

7. Nothing in articles 2 to 5 of this Order shall prevent the exercise by any person or authority of any power under any enactment relating to public health or public safety.

Register of abandoned property

8.(1) Landlords shall maintain a register of houses in which property has been found on the exercise of their powers under section 18 of the Act.

(2) A house shall remain on the register until after the expiry of a period of 5 years from the date on which the landlord took possession of the house.

(3) The landlord shall make the register available for inspection by members of the public at all reasonable times.

MARGARET CURRAN

A member of the Scottish Executive

St Andrew's House,
Edinburgh
26th June 2002

EXPLANATORY NOTE

(This note is not part of the Order)

This Order makes provision for the procedure to be followed by a landlord in respect of property found in a house which has been re-possessed under section 18 of the Housing (Scotland) Act 2001.

Article 2 provides that the tenant will be advised by notice that if the tenant's property is not collected within a specified time it may be disposed of in accordance with this Order. Article 3 provides that property of a value sufficient to cover the cost of storage will be stored for six months and may thereafter be sold. Article 4 provides that property of a value insufficient to cover the cost of storage may be disposed of.

Article 5 provides that, subject to the landlord's security for unpaid rent, the landlord shall, on receipt of payment of its expenses, surrender any property to which the Order applies to any person appearing to be a person entitled to delivery. Article 6 provides that the landlord may deduct its expenses and the amount of any arrears of rent from the proceeds of sale of any property to which the Order applies.

Article 8 provides that landlords will maintain for five years, in a register open to public inspection, information as to the houses in which property to which the Order applies has been found.



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