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<b>Policy Name</b>	<b>Lock-up Management Policy</b>
<b>Policy Author</b>	<b>Head of Housing Services</b>
<b>Approved by Sub Committee</b>	<b>Aug 2025</b>
<b>Approved by Management Committee</b>	<b>Aug 2025</b>
<b>Latest date of Next Review</b>	<b>July 2028</b>

West Whitlawburn Housing Co-operative will provide this policy on request at no cost, in larger print, in Braille, in audio or other non-written format, and in a variety of languages. Please contact the office.

**Registered with the Scottish Housing Regulator No. 203**  
**Registered Charity No. SCO38737, VAT Registration No. 180223636**  
**Registered society under the Co-operative and Community Benefit Societies Act 2014**



## 1. Introduction

The Co-operative's lock-up stock number is as follows:

<b>Location</b>	<b>Number of Lock-ups</b>
Ailsa Tower	13
Albany Terrace	9
Arran Tower	9
Bute Tower	11
Clifton Terrace	12
Hilton Terrace	9
<b>Total</b>	<b>63</b>

## 2. Application and Selection

- 2.1 We are committed to ensuring equal opportunities and fair treatment for all people in our work. In implementing this Policy, we will provide a fair and equal service to all people, irrespective of factors such as gender, race, disability, age, sexual orientation, language or social origin, or other personal attributes.
- 2.2 An open waiting list is operated in relation to lock ups with access as follows:
- Applications will be accepted from anyone over 16 years of age
  - There is no geographical barrier to applicants
  - Applicants who are current WWHC tenants must have a clear rent account
  - Applicants who are current WWHC lock-up tenants and are seeking a second lock-up to rent will receive an offer only if there are no other suitable applicants on the waiting list. Such offers will require prior sign-off by the Head of Housing Services.
  - Applicants who are former lock-up tenants who have outstanding arrears will not be accepted onto the waiting list until arrears are cleared in full.

Lock-up application is shown in **Appendix 1**.

2.3 Applications for lock-ups will be allocated the following points awards to allow prioritisation:

- |    |  |           |
|----|--|-----------|
| 1. | Registered disabled Co-operative members or tenants with cars for mobility problems. Suitable supporting evidence will require to be provided. | 30 points |
| 2. | Co-operative members.  | 20 points |
| 3. | Co-operative tenants.  | 10 points |
| 4. | Any other applicant.   | 0 points  |

2.4 All lock-up applications will be loaded on our Housing Management system, and we will record preferred sites. A confirmation letter will be sent advising application priority.

2.5 Lock ups will be let on a date of application basis within the above priorities, with the earliest date of application case selected first. Applications to transfer from one lock-up to another will be treated as a new application.

2.6 Where a lock-up requires repairs which are uneconomical and render it unusable, overall priority will be given to a transfer for the lock-up tenant. The Assistant Housing Officer will determine such uneconomical repairs with the Property Officer.

The unusable lock-up will be noted as an unlettable void until such times as funds are available to carry out repairs.

2.7 There will be no limit to the number of offers an applicant can be made.

2.8 When a lock-up offer is accepted, the let shall be in accordance with the agreement shown in **appendix 2**.

2.9 The lock up charge will be reviewed on an annual basis as part of the overall budget and rent setting process.

2.10 The lock up charge for non WWHC tenants is subject to 20% VAT.

### **3. Rent Reduction for Disabled Lets**

The Co-operative will grant a lock-up rent reduction of 40% to those in the following categories:

- 3.1 Those in receipt of Scottish Adult Disability Payment (mobility), Attendance Allowance, Disability Living Allowance (mobility) or Personal Independence Payment (mobility).
- 3.2 Those who are registered disabled.
- 3.3 Those who are the carers of disabled persons and are in effect the driver for that person.
- 3.4 The disabled let discount will be applied to one lock-up account only.
- 3.5 Supporting evidence of the respective disability will then be sought on a two-yearly basis.

#### **4. Use of the Lock-Up and Access for Repairs and Inspections**

- 4.1 Routine inspections will be carried out annually. WWHC will have the right to enter the lock-up with 24 hours (one working day) notice for the purpose of inspections and to allow us to carry out repair works. Failure to allow reasonable access may result in the lease being terminated.
- 4.2 The lock-up tenant shall not make any alterations to the lock-up without the prior written consent of WWHC. Any alteration request must be submitted to the Property Manager in advance in writing, in accordance with our Alterations and Improvements Policy. If alterations are carried out without our consent, WWHC reserves the right to remedy these works, and the lock-up tenant will be recharged for this.
- 4.3 The lock-up must not be used for storing dangerous, volatile, or flammable substances, liquids or equipment.
- 4.4 Lock up tenants must not use the lock-up for illegal, immoral or antisocial purposes. The lock-up tenant shall not do anything, or allow anything to be done, in the lock-up or in the vicinity of the lock-up which could reasonably cause nuisance or annoyance to other people, or which amounts to the harassment of other people.

Should we establish that the lock-up tenants has done any of the items above from 4.2 to 4.4, WWHC will treat this as a serious breach of the lock-up agreement and will proceed with the following stages:

#### 4.4.1 Stage 1

The lock-up tenant will be issued with a written warning advising that if there are any further proven incidents that the lease will be reviewed.

#### 4.4.2 Stage 2

Where activity continues the lock-up tenant will be issued with a final written warning advising that if there are any further proven incidents that the lease will be ended.

#### 4.4.3 Stage 3

Where there are further proven incidents the lock-up tenant will be advised via letter and via notice which will be attached to the lock-up that the lease will end 28 days later, and that the locks will be changed. The lock-up tenant will be advised to remove their possessions from within the lock-up. Recovery of a lock-up is a final outcome and prior written approval will be obtained from the Head of Housing Services. The cost of the repossession process is recoverable from the lock-up tenant.

### **5. Rent and Arrears**

The lock-up rent will be reviewed annually and lock-up tenants will be notified by letter of the outcome and of any changes to the charge. Lock-up tenants must keep their contact details and address up to date to allow any correspondence to be issued appropriately. Any notification will be issued with at least 28 days' notice.

The Co-operative expects lock-up tenants to pay charges due, in accordance with the let agreement. Lock-up arrears will be treated as a serious breach of the lock-up agreement and will be actioned by the Assistant Housing Officer on a monthly basis after the debit has been added to the account.

Arrears actions will proceed on the following stages:

#### 5.1 Stage 1

Where arrears are outstanding at the end of a monthly period, the Assistant Housing Officer will attempt to contact the tenant by a phone call, email or visit.

If there is no response to this contact within 7 days a *first arrears letter* will be sent, requesting contact to arrange repayment. Repayment can either be made in full or an arrangement can be made to clear the

account gradually. All repayment plans will be monitored on a monthly basis.

5.2 Stage 2

Where a lock-up tenant has failed to respond, and the same or an increased balance is outstanding by the end of the second monthly period, a *second arrears letter* will be sent, requesting contact to arrange repayment and advising that failure to respond may result in lock-up repossession.

5.3 Stage 3

Where a lock-up tenant fails to respond to the *second arrears letter* or fails to maintain an arrangement, the Assistant Housing Officer will report to the Head of Housing Services detailing action taken and recommending further action.

The Head of Housing Services will agree appropriate further action with the Assistant Housing Officer who will take appropriate action.

5.4 Stage 4

Where recovery of the lock-up is agreed, the Assistant Housing Officer will write to the lock-up tenant advising of the dates the locks will be changed and to remove belongings in advance.

5.5 Stage 5

Where there is no action from the lock-up tenant and the balance remains static, has increased, or the lock-up tenant has made no arrangement, the locks will be changed on the date set.

Any contents will be recorded and details sent to the lock-up tenant who will be given 28 days to uplift.

If this period expires and the tenant has not uplifted the contents, the Housing Assistant will arrange disposal.

The cost of the repossession process will be recoverable from the lock-up tenant.

The Assistant Housing Officer may pursue the recovery of the outstanding balance as former tenant lock-up arrears.

Vacant lock-ups will be inspected within 7 days of the keys being returned to the office, repaired as required and re-let promptly to ensure minimal void loss.

## **6. Sub-letting of Lock-Ups**

Sub-letting of lock-ups is strictly forbidden and is deemed to be a serious breach of the lock-up agreement.

## **7. Following Death of the Lock-Up Tenant**

There is no right to succession of a lock-up property unless the lock-up agreement is in joint names. Upon death of a sole lock-up tenant the lock-up must be cleared of all personal possessions and returned to WWHC within 28 days.

## **8. Serious Breaches of Lock-Up Tenancy Agreement**

Any allegations of serious breaches will be investigated by the Assistant Housing Officer and/or the Housing Officer and evidence will be gathered. The lock-up tenant will be given the opportunity to respond to allegations.

If a serious breach is established a report will be submitted requesting approval to end the lock-up tenancy. Written approval must be obtained in advance from the Head of Housing Services. Should approval be given the lock-up tenant will be issued with 28 days' notice to remove their possessions from the lock-up.

## **9. Ending the Lock-Up Tenancy**

The lock-up tenancy can be ended in any of the following ways:

- By the lock-up tenant giving 28 days' written notice (this must be signed by the tenant);
- By the written mutual agreement of WWHC and the lock-up tenant;
- By the lock-up tenant abandoning the lock-up;
- By death of the lock-up tenant;
- By WWHC issuing a 28-day notice to the lock-up tenant to end the lock-up lease for serious breach of agreement.

Before moving out lock-up tenants must:

- Leave the lock-up in a clean and tidy condition
- Remove all belongings
- Lock all doors and hand in keys to WWHC

- Remove any fixtures and fittings installed and reinstate the lock-up to its original condition
- Pay all rent payments due
- Give a forwarding address unless there is a good reason not to do so.

If any items are left within the lock-up the former lock-up tenant will be recharged for the cost of removing these.

## **10. Abandonment**

WWHC will make all efforts to contact lock-up tenants who have failed to give 28 days' notice or otherwise appear to have abandoned their lock-up. If we cannot contact the lock-up tenant and are satisfied that the lock-up has been abandoned, we shall repossess the garage and make an inventory. We shall make arrangements for storing of any motor vehicle or other goods within, and these will be retained for a period of no longer than 6 months.

## **11. Reporting**

The Head of Housing Services will oversee the Assistant Housing Officer to monitor the lock up income, void loss and arrears performance against the agreed targets, with actual performance being reported to the Performance, Assurance and Risk Sub Committee on a quarterly basis.

## **12. Equalities**

In all aspects of our work we seek to treat all tenants and service users equally. We acknowledge that people who are disabled and are in receipt of a blue badge rely more on the use of cars and are then more likely to experience parking and access problems due to their dependence on such transport.

Our policy gives disabled people with blue badges the highest priority in terms of allocating a suitable lock-up.

## **13. Complaints procedure**

Where a lock-up tenant is dissatisfied with how we have managed their lock-up account or lease they should follow WWHC's Complaints Handling Procedure.



#### **14. Policy Review**

This policy will be reviewed every 3 years or sooner if required by regulatory or legislative changes.

**Appendix 1 – Lock Up Application Form**

**Lock Up Application**

Application Number: \_\_\_\_\_

Name(s):	
Address:	
Date(s) of birth:	

Application Type

Co-operative Member	
Co-operative Tenant	
Registered Disabled Co-operative Member	
Any Other Applicant	

Disabled Application: Yes / No

Copy of Blue Badge Received: Yes / No

**Areas Requested**

1.		2.	
3.		4.	
5.		6.	

Signed:

Date:

Date Loaded		Loaded By	
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## Appendix 2 – Lock Up Tenant Agreement

### Lock up Tenancy Agreement

This agreement is between: **West Whitlawburn Housing Co-operative (WWHC) Ltd.** of **Belmont House, 57 Belmont Road, Whitlawburn, G72 8PG.**

*which is an approved body for the purposes of Section 56 of the Housing Act 1980 incorporated under the Industrial and Provident Societies Act 1965 and registered under Section 5 of the Housing Associations Act 1985;*

and \_\_\_\_\_ (The  
Tenant(s))

This agreement is in respect of the lock-up known as:

\_\_\_\_\_

I/we, \_\_\_\_\_ of

\_\_\_\_\_

Accept the let of the above lock-up from (date) \_\_\_\_\_

\_\_\_\_\_

I/we agree to adhere to the following conditions:

1. I/we was/were given a copy of the lock-up management policy in advance, and I/we have read and understood the condition of this lease. I/we have been given the opportunity to ask any question that I/we believe to be relevant.
2. I/we agree to pay the rent charge of £\_\_\_\_\_ on or before 28<sup>th</sup> of each month.  
I/we understand that the rent charge will be reviewed on an annual basis and I/we will be notified of any increases. I/we am/are aware that if I/we am/are not a WWHC tenant VAT will be added to this charge.
3. I/we agree to use the premises exclusively as a private lock-up and for no other purpose whatsoever.

4. I/we understand that I/we cannot sub-let the lock-up or to transfer the lease to another person.

**I/we understand that if any of these conditions are not met, WWHC will repossess the lock-up immediately.**

Signed (The Tenant): \_\_\_\_\_

Date: \_\_\_\_\_

Signed (The Joint Tenant): \_\_\_\_\_

Date: \_\_\_\_\_

Signed on behalf of WWHC: \_\_\_\_\_

Date: \_\_\_\_\_

## Equalities Impact Assessment

<b>Name of Policy to be assessed</b>	Lock Up Management Policy	<b>New policy or revision of existing?</b>	Review
<b>Person(s) responsible for assessment</b>	Head of Housing Services		
<b>Briefly describe the aims, objectives and purpose of the policy.</b>	The policy sets out how WWHC manages applications and allocates lock ups together with monitoring and auctioning arrears.		
<b>Who is intended to benefit from the policy? (EG applicants, tenants, staff, contractors)</b>	Tenants and applicants		
<b>What outcomes are wanted from this policy? (EG the measurable changes or benefits to members/ tenants / staff)</b>	<p>Effective management of lock up stock to minimise void times and maximise income.</p> <p>The policy gives priority to disabled applicants as they are more likely to experience parking and access problems and can be more dependent on cars and carers for transport.</p>		
<b>Which groups could be affected by the policy? (note all that apply)</b>			
<b>Race</b>		<b>Gender</b>	
<b>Sexual orientation</b>		<b>Gender reassignment</b>	
<b>Age</b>		<b>Religion or belief</b>	
<b>Marital status</b>		<b>Disability</b>	x
<b>Pregnant and Maternity</b>			
<b>If the policy is not relevant to any of the equality groups listed above, state why and end the process here.</b>			

N/A		
<b>Have those affected by the policy / decision been involved?</b>		
<p>All current lock-up tenants and those on the lock-up waiting list were directly invited to attend a lock-up policy review focus group. Feedback from those in attendance was used to update the proposed policy.</p> <p>All tenants were invited to participate in the focus group within an article in the Spring 2025 tenant newsletter.</p>		
<b>Describe the likely positive or negative impact(s) that the policy could have on the groups identified above.</b>	<b>Positive Impact(s)</b>	<b>Negative Impact(s)</b>
	Priority is given to disabled applicants to reduce mobility and access barriers.	
<b>What actions are required to address the impacts arising from this assessment? (This might include: additional data, putting monitoring in place, making adjustments, taking specific action to mitigate any potentially negative impacts)</b>	Information is available in other formats and languages where required.	

Signed: Nicola Carrigan  
 Job Title: Head of Housing Services  
 Date: 23<sup>rd</sup> July 2025