



ESTATE MANAGEMENT POLICY

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1. Introduction

1.1 The Association recognises that effective estate management is a vital part of its role as a landlord and that the delivery of estate management, often in conjunction with other agencies, will assist greatly in promoting and sustaining safe, secure and desirable communities. This policy encompasses the estate management activity and is specific to land and property owned by the Association.

1.2 The definition of Estate Management can be found in the Scottish Government's 'The Scottish Social Housing Charter Outcomes' (March 2012); Charter Outcomes & Standards: 6 - 'Social landlords, working in partnership with other agencies, help to ensure that: *Tenants and other customers live in well maintained neighbourhoods, where they feel safe.*'

This outcome covers a range of actions that the Association can take on its own and in partnership with others. It covers action to enforce tenancy conditions on estate management and neighbour nuisance, to resolve neighbour disputes, and to arrange or provide tenancy support where this is needed. It also covers the role of landlords in working with others to tackle anti-social behaviour.

1.3 This Policy does not sit in isolation and clearly interfaces with our Tenancy and Occupancy Agreements, Repairs & Maintenance, Health & Safety, Void Management, Resident Participation, Anti Social Behaviour and Factoring policies.

1.4 A range of procedures will be developed to support this Policy to ensure a consistent and effective approach to service delivery.

2. Objectives

2.1 The specific objectives of this policy are to ensure:

- Tenants and residents can live in their homes in a safe, secure and decent environment.
- Good relationships are developed between the Association, our tenants and sharing owners and adjoining residents.

- Our properties and the surrounding environment are managed and maintained to agreed standards and enhance tenant and resident satisfaction.
- The length of time that properties are vacant is minimised.
- Estate management services are planned, adequately resourced, effectively budgeted, controlled and monitored.
- All residents are aware of their respective responsibilities

3. Equal Opportunities

- 3.1 This Policy will be delivered in a way which recognises and respects diversity and in accordance with the Association's Equality & Diversity Policy.

4 Estate Management Standards

4.1 Household Refuse Disposal and Litter

- 4.1.1 Tenants, sharing owners and owners are responsible for ensuring that their refuse is disposed of safely, tidily and securely wrapped and for making the arrangement for the uplift of large or bulky items.
- 4.1.2 Where a communal bin store/area is provided by the Association and any resident leaves large items, which will not be uplifted by the normal collection service, the Association will arrange for the removal of these items and recharge the resident concerned.
- 4.1.3 Where this is not adhered to, instances will be dealt with through our Anti-Social Behaviour (ASB) Policy & Procedures.

4.2 Internal Common Areas in Flatted Developments

- 4.2.1 Tenants, sharing owners and owners have a responsibility to keep common areas clean and must not store personal belongings such as prams, bicycles, clothing or furniture in the communal areas. Deposits, temporary or otherwise, of household waste are strictly prohibited. Items found in the common areas and not removed after reasonable notice will be removed to storage by the Association at the tenant's expense and may subsequently be disposed of.
- 4.2.2 Where the Association arranges the cleaning of communal areas in flatted developments there will be a service charge applied to cover the costs of these works.
- 4.2.3 Where this is not adhered to, instances will be dealt with through our Anti-Social Behaviour Policy & Procedures.

4.3 Use of Parking Areas

- 4.3.1 The Association is responsible for the maintenance of communal parking areas in its ownership unless they have been adopted by OIC. Vehicles using communal parking areas must be taxed and not be SORN registered. Abandoned or untaxed vehicles will be reported to the Police and OIC and

removed where appropriate.

Where it is suspected that a vehicle has been abandoned, the Association will liaise with OIC who have a statutory duty under the Removal and Disposal of Vehicles Regulations 1986 made under the Refuse Disposal (Amenity) Act 1978 to remove vehicles abandoned in the open air.

4.3.2 The Tenancy and Occupancy Agreements also state that no vehicle, caravan or trailer belonging to the tenant or sharing owner or anyone living with them or visiting them may be parked or stored on Association land or property temporarily or permanently unless that land is set aside for parking or storage.

4.3.3 Where a resident has not adhered to these terms and the obstruction is not removed after reasonable notice the Association will take action through the ASB Policy & Procedures and the costs recharged to the resident.

4.4 **Garden and Grounds Maintenance**

4.4.1 Individual Gardens

The Association provides a garden maintenance service to tenants in most of its schemes. Where applicable this is detailed in the Scottish Secure Tenancy Agreement.

Sharing Owners and Owners are responsible for their own gardens and if they neglect to maintain their garden to the point that it is causing a nuisance, the Association will notify OIC's Environmental Health Department requesting that statutory steps be taken to abate the nuisance if necessary.

4.4.2 Where the Association does not provide a garden maintenance service the Association will ensure that tenants maintain gardens in accordance with their Tenancy Agreement. If gardens are not maintained to a reasonable standard, the Association will, after reasonable notice, arrange for a contractor to complete the necessary work and the tenant will be recharged.

4.4.3 Where this is not adhered to, instances will be dealt with through our ASB Policy & Procedures.

4.4.4 Communal Gardens & Landscaped Areas

Where the Association provides a grounds maintenance service to maintain common ground areas this service is recharged to residents.

4.5 **Vandalism**

4.5.1 Although we do not experience high levels of vandalism, occasionally we are required to respond to isolated incidents and through our newsletter and web page we will encourage residents to report these to us. We will respond promptly to such reports and make good any damage which is not the responsibility of the tenant. The tenant is responsible for making good or paying for damage caused by deliberate acts of vandalism by themselves, members of their household or their visitors.

4.5.2 Where this is not adhered to, instances will be dealt with through our ASB

Policy & Procedures.

4.6 **Graffiti**

4.6.1 We will encourage residents through our newsletter and web page to report any instances of graffiti and will arrange removal of all graffiti as soon as it is practicable. We will aim to remove graffiti of an offensive, sexual or racial nature within one working day of it having been reported to us.

4.6.2 Where this is not adhered to, instances will be dealt with through our ASB Policy & Procedures.

4.7 **Vermin, Pest and Insect Infestation**

4.7.1 The Association aims to ensure all properties in its ownership are free of vermin, pest and insect infestation. The tenant also has a responsibility to take reasonable care to prevent damage by vermin, pest and insect infestation to the house, fixtures and fittings and common parts.

4.7.2 When a tenant reports to the Association the presence of vermin, pests or insects within their house, the Association will arrange to inspect the property and investigate the cause of the infestation.

4.7.3 Following inspection and where infestation can be directly attributable to a tenant's living conditions or habits, eg bird feeding, the Association will normally advise the tenant on how best to rectify the situation to ensure it does not recur. The tenant will be given the opportunity to arrange themselves for any remedial work required to be carried out to the Associations standard Where this is not carried out promptly and the risk of continuing damage to property is apparent the Association reserves the right to serve notice on the tenant and carry out the work. All associated costs in this situation would be incurred by the tenant.

4.7.4 Where there is internal infestation not attributable to the tenant's living conditions or habits, the Association will be responsible for arranging and paying for eradication work.

4.7.5 In the case of infestation externally, eg wasp nests, the Association will assess the risk to tenants and property and determine whether professional eradication is required.

4.7.6 Where this applies to a sharing owner's property the sharing owner will be responsible for arranging eradication and meeting the costs.

4.8 **Pets and Livestock**

4.8.1 The Association aims to minimise any nuisance or health risk association with keeping pets or livestock and will liaise with OIC and the Police on issues such as stray dogs and fouling and, as appropriate, will utilise aspects of The Dog Fouling Act 2003, which makes the owners of animals responsible for removing their faeces. Refer to the Pets Policy for further details.

4.9 **Satellite Dishes**

4.9.1 Written permission for Satellite installations should be obtained and our standard conditions outline our minimum requirement in this regard. Tenants and sharing owners are responsible for all costs incurred in installation and maintenance of the system. The tenant/sharing owner will also be responsible for any repairs to the fabric of the building due to faulty installation and should insure the dish to include public liability.

4.10 **External Alterations/Additions**

4.10.1 The Association will, wherever possible, give permission to tenants to carry out minor additions or alterations to the external areas or gardens of their homes. These will, however, be restricted in scale and nature where necessary to protect the interests of other tenants and sharing owners, the Association and general amenity of a particular area.

4.10.2 Tenants and sharing owners will require to apply in writing for authorisation for alterations and additions and the request must include sufficient detail to allow the Association to carry out an adequate assessment of the consequences of the work.

4.10.3 The Association has standard conditions to cover most alterations and additions. These conditions apply to, but are not restricted, to the:

- Erection of sheds and greenhouses;
- Installation of satellite dishes;
- Erection of garden fences and gates;
- External and internal additions/alterations.

Tenants will be required to re-instate the property to its original condition unless otherwise agreed in writing by the Association.

4.10.4 Consideration will be given to approving applications relating to common areas, provided the majority of affected residents agree to the application.

5. Winter Maintenance

5.1 The Association will make appropriate arrangements for Association owned grit bins to be topped up and refilled during the winter months for our owners, sharing owners, tenants and their visitors to use.

6. Estate Inspections

6.1 Housing Officers will undertake regular monitoring of the estates within their patch. On a monthly/bi-monthly basis Housing Officers will be accompanied by a Senior Housing Officer or the Head of Housing and Customer Services. Estate Inspection Forms will be completed for each of these visits and these will be recorded and retained within our systems. In order to comply with our Insurers guidance, these forms, will be retained for a period of no less than 25 years.

- 6.2 Each estate or scheme will have a once yearly estate walkabout arranged in advance. Residents and Officers will meet and walk the estate together looking for environmental issues that can cause particular concerns for residents. An action plan will then be created by residents and officers, determining what actions need to be taken to solve the problems.

7. Training

- 7.1 Training on the Estate Management Policy and associated procedures will be provided to all appropriate staff members.

8. Complaints and Appeals

- 8.1 Anyone who feels that the Association has not complied with this Policy can use the Associations Complaints Handling Procedure which is available by either contacting the office or to download from our web page at www.ohal.org.uk.

9. Resident Consultation

- 9.1 We will consult with tenants, sharing owners and where applicable owners when reviewing this Policy, through a variety of sources including the Association's newsletter, website and Facebook page.

10. Standards & Monitoring

- 10.1 The standard of service will be agreed with tenants as detailed in our Services Policy.
- 10.2 Tenants will be involved in the monitoring of the standards through the 'Look Local' campaign and other feedback arrangements.

11. Policy Review

- 11.1 This policy will be reviewed when required by change in legislation, but at least every 5 years.