



## **Dunbritton Housing Association Limited**

<b>Name of Policy</b>	<b>Estate Management</b>
<b>Responsible Officer</b>	<b>Housing Services Manager</b>
<b>Date approved by Board</b>	<b>March 2022</b>
<b>Date of next Review</b>	<b>March 2025</b>
<b>Section</b>	<b>Housing Services</b>
<b>Reference</b>	<b>HS10</b>

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## **1. INTRODUCTION**

- 1.1 Dunbritton Housing Association is a registered social landlord established in 1992 to provide housing for social rent and services to owners through factoring.
- 1.2 We are governed by our Board, which is supported by a number of Committees. Our governance arrangements set out clearly the roles and responsibilities of our Board and Committee members and our members of staff.
- 1.3 Operational services are delivered through our office based at 1 Hatters Lane, Dumbarton G82 1AW.
- 1.4 As a landlord, Dunbritton Housing Association aims to promote the health and wellbeing of our customers by providing quality homes, located in estates that are safe, environmentally clean and well managed.

## **2. AIMS AND OBJECTIVES**

- 2.1 It is the aim of the Association to provide a comprehensive Estate Management service, which is effective in ensuring our areas of operation are attractive, well maintained and safe places to live in. This Policy and the Procedure on Estate Management outlines what the Associations position is and how we deal with certain estate-related issues.
- 2.2 To ensure our residents live in homes that are well managed through enforcement of the conditions of the Scottish Secure Tenancy Agreement.
- 2.3 To provide a sustainable, safe, clean and secure environment in the estates where our residents live.
- 2.4 To deliver environmental/landscape services in our estates that represent value for money and provide good quality services.
- 2.5 Ensure that our residents are aware of their responsibilities for the maintenance of their properties and common areas within the terms of the Scottish Secure Tenancy agreement.
- 2.6 To promote partnership working and resident health & well-being in our areas of operation, in partnership with other Landlords, Police Scotland and Local Authority departments including Cleansing, Waste Management and Environmental Health.

### **3. DEFINITION OF ESTATE MANAGEMENT**

3.1 The definition of Estate Management can be described as;

**“We manage the environment around our properties and any common areas effectively, to ensure that the neighbourhood is an attractive, well-maintained and safe place to live”.**

3.2 The Association, in developing this policy, referred to the relevant indicators contained within the Scottish Government’s Scottish Social Housing Charter:

**• 6: Estate management, anti-social behaviour, neighbour nuisance and tenancy disputes.**

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.

**• 13: Value for money**

Social landlords manage all aspects of their businesses so that:

Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

**• 14 & 15: Rents and service charges**

Social landlords set rents and service charges in consultation with their tenants and other customers so that:

A balance is struck between the level of services provided, the cost of the service, and how far current and prospective tenants and other customers can afford them.

Tenants get clear information on how rent and other money is spent, including any details of individual items of expenditure above thresholds agreed between landlords and residents.

### **4. LEGAL BACKGROUND AND GOOD PRACTICE**

4.1 From a tenant/landlord perspective, the foundation to Estate Management lies mainly in the Scottish Secure Tenancy Agreements which tenants have signed with the Association. The key legislation behind the tenancy agreements is the Housing (Scotland) Act 2001.

4.2 This Policy and Dunbrittons’ general approach to dealing with Estate Management is based on the above legislation, good practice and the

outcomes set out in “The Scottish Social Housing Charter” as outlined in section 3.2 above.

- 4.3 Enforcement of tenancy conditions or investigations into complaints relating to breaches of tenancy will be carried out by Housing Officers, supported by other agencies i.e., Environmental Health and Police Scotland, particularly in cases of reported crimes in our properties or in the vicinity of our properties (reference should also be made to our Anti-Social Behaviour policy).
- 4.4 This Policy reflects the partnership agreement in place with West Dunbartonshire Council and Argyll and Bute Council in matters relating to Community Safety and Estate Management
- 4.5 Other legal and good practice legislative requirements in relation to this policy are –

Housing (Scotland) Act 2001  
The Scottish Secure Tenancy agreement (SST)  
Crime and Disorder Act  
Anti-Social Behaviour etc. (Scotland) Act 2004  
The Scottish Social Housing Charter

## **5. WHAT IS COVERED IN THIS POLICY?**

- 5.1 The areas which can be considered as “Estate Management” are numerous and varied, Dunbritton has different policies and procedures in place to deal with these more specific areas. The following areas are covered in this policy and regarded as Estate Management Issues:

- **Pets**
- **Gardens**
- **Common Areas**
- **Bins & Dumping**
- **Vehicles**
- **Car Parking**
- **Smoking in common areas**
- **Vandalism/Graffiti**
- **Estate Visits & Close Inspections**

Other areas such as Landscape and Grounds Maintenance, Anti-Social Behaviour and Neighbour Disputes, Void Management, Abandoned Houses, Garage/Lock-up Management and Tenancy Management (Succession, Mutual Exchange, Assignment etc.) are covered under separate Policies and Procedures.

## **6. PETS**

6.1 Section 2.6 of Dunbrittons' Tenancy Agreement (SST) outlines "You are entitled to keep a domestic pet in line with the Landlord's Pets Policy, a copy of which is available on request from the Landlord." Tenants are allowed to keep one domestic pet (2 in house type properties), however permission must be sought. This will not be unreasonably withheld and will be provided in writing. It is recognised however that not all tenants request permission to keep more than one pet and although this is contrary to the tenancy agreement, it is not a breach which the Association would consider taking action on unless the pet becomes a nuisance as outlined in section 2.6 of the SST.

6.2 It is quite clearly stated in the SST, that "If you keep any pet, you must ensure that the general conditions below are adhered to" –

- Keeping your pet is not prohibited by the Dangerous Dogs Act 1991, or by any other law;
- You are responsible for the behaviour of any pets owned by you or anyone living with you;
- You must take all reasonable steps to supervise and keep such pets under control;
- You must take all reasonable steps to prevent such pets causing nuisance, annoyance or danger to your neighbours. This includes fouling or noise or smell from your domestic pet;
- You must take reasonable care to see that such pets do not foul or cause damage to the house, your neighbour's property, anything belonging to us or anything we are responsible for, such as the common parts;
- As your landlord we are entitled to require removal of the pet if causing nuisance or damage;
- You are responsible for cleaning up your pet's faeces.

For the avoidance of doubt, this also covers those cases where permission has not been sought or granted. Should the tenant refuse to comply with the Association's request to remove the pet, legal advice will be sought to pursue a court order to instruct the tenant to comply with the Association's request. If the householder is not a tenant of Dunbritton then legal action will also be sought regarding the use of interdict etc.

Provision and exception will be made for residents with any medical / support needs i.e. guide dogs for blind residents.

## **7 GARDENS**

7.1 Section 2.11 of Dunbritton's Tenancy Agreement (SST) refers to the tenants' responsibilities with regard to those tenants who have exclusive use of a garden. Tenants must ensure they "take reasonable care to keep it from being overgrown, untidy or causing a nuisance." Failure to do this entitles the Association to outline what is required to comply with this condition, and

ultimately we are entitled to carry out the work and charge the tenant for the cost of the work. This would only be after warnings given to the tenant. Should this situation repeat itself, the Association may explore other legal remedies as a result of continual breach of the tenancy agreement.

- 7.2 Section 2.12 of Dunbritton's Tenancy Agreement (SST) outlines the circumstances where a garden is shared with others. In the absence of agreement, the Association is entitled to decide what arrangements should be made regarding the maintenance and upkeep of the garden area, and the frequency of doing so. Failure to comply is identical to that outlined in 7.1 above.
- 7.3 It is also stated in the Tenancy Agreement that tenants "must not remove, destroy or chop down any bushes, hedges or trees without our written permission, unless you planted them".
- 7.4 Should an owners' garden be deemed unacceptable by the Association due to lack of maintenance etc., the Association can liaise with the owner in an attempt to remedy the situation. Ultimately, legal advice can be sought, however this would be extreme as our authority in this remit is very limited and can be costly with no recourse / positive outcome in most cases.
- 7.5 Gardens will be inspected during the wider estate inspections, during close inspections and also following any comment or complaint from residents.

## **8 COMMON AREAS**

- 8.1 The cleanliness and maintenance of common areas is of considerable importance given a proportion of our housing stock is in the form of tenement flatted dwellings. It is correct that there are common areas/landscaped areas in and around, however, most of these are taken care of via the landscaping contract.
- 8.2 Sections 2.9, 2.10 and 2.13 are the main sections of the Tenancy Agreement which refer to responsibilities and obligations concerning common areas.
- Section 2.9 states that *"You must take your turn, with all other tenants and owner-occupiers sharing the common parts, in keeping them clean and tidy. If you share a common stair, you must also take your turn in regularly cleaning, washing and keeping tidy the common stair, its windows, banisters and any bin chute accesses. If you and the others cannot agree on the arrangements for doing this or you fail to do the work, we are entitled to decide exactly what you should do and when. Before making our decision, we will consult with you and the others. Our decision will be binding on you. If you do not do the work contained in this paragraph, we may do it ourselves and charge you for it. This is in addition to any other legal remedies open to us"*.
  - Section 2.10 states that *"You must comply with any local arrangements for the use and sharing of the common parts including drying greens and drying*

areas. You must comply with any local rota for the use and sharing of the common parts. In cases of dispute between the users of the common parts, we are entitled to decide the arrangements and a rota for the use of and the sharing of, the common parts. Before making our decision, we will consult with you. Our decision will be binding on you.”

- Section 2.13 focuses more on storage in common parts and states “No property belonging to you or anyone residing with you or anyone visiting you, including bicycles, motorcycles or prams, should be stored in any of the common parts except in areas set aside for storage. You must not do anything which causes inconvenience or danger to anyone using the common parts. We shall be entitled to instruct the removal and storage or disposal of any property kept or left in the common parts except in areas set aside for storage upon giving you prior written notice and a reasonable opportunity to remove any such property. You will be liable to us for any costs incurred in relation to the removal, storage and disposal of any such property belonging to you or anyone residing with or visiting you”.
- The Association operate a close cleaning contract for closes throughout the estate. Our contractor cleans the close and manages the bins (all as per a detailed specification) on a fortnightly basis and carry out “deep cleans” at varying intervals of the close and common areas. This service has been applied to each close following consultation and is paid for by the tenants and owners within the close. Housing Officers carry out random post inspections of the closes as they are cleaned.
- Smoking will not be permitted within DHA’s common areas e.g., closes, internal landings etc.

## **9. BINS, DUMPING & RECYCLING**

- 9.1 The volume of refuse and incidents of dumping/fly-tipping has increased significantly in recent years, and it is increasingly important for residents to ensure they comply with the requirements stipulated by both West Dunbartonshire and Argyll & Bute Councils’ Cleansing Departments.
- 9.2 Section 2.14 of the Tenancy Agreement imposes a responsibility on the tenant in this regard by stating that – “*You must put all your household rubbish for collection in the bin store or other proper place allocated for it. You must take reasonable care to see that your rubbish is properly bagged. If rubbish is normally collected from the street, it should not be put out earlier than the evening before the day of collection. Rubbish containers should be returned to their normal storage places as soon as possible after the rubbish has been collected. You must comply with the local arrangements for the disposal of large bulk items (such as large electrical items).*”
- 9.3 Housing staff need to be vigilant in terms of identifying patterns of dumping either in back courts, streets or open spaces. When the dumping is in a back court area and identifiable in terms of where it originated, then the housing officer shall pursue the residents in terms of ensuring that the correct procedures have been followed. There may also be times when the Association

needs to uplift items despite these already being reported for uplift due to the items causing either a nuisance or danger to other residents. If the Housing Officer can identify the responsible party and it is reasonable to uplift and recharge, then this should be done with photographic evidence taken to substantiate the recharge.

## 10. VEHICLES & PARKING

10.1 The Tenancy Agreement is clear that residents must firstly, not utilise Dunbrittons land for parking and/or working on vehicles unless it has been designated for this purpose, but secondly and most importantly, must not cause a nuisance or annoyance to other residents. Section 2.16 of the SST states as follows;

*“No boat, caravan, trailer, vehicle or similar belonging to you or anyone living with you or anyone visiting you may be parked on our land unless:*

- *that land is set aside for parking; OR*
- *we have given you written permission; OR*
- *it is a public road; AND, in every case,*
- *it does not cause a nuisance or annoyance to your neighbours.“*

You must comply with local arrangements for the use of land set aside for car parking. In cases of dispute between the users of car parking areas, we are entitled to decide the arrangements for the use of such areas. Before making our decision, we will consult with you. **Our decision shall be binding.**

Dunbritton does not have the resources to Police car parking areas but expects residents to be courteous to their neighbours and comply with all local arrangements in this respect.

We shall be entitled to instruct the removal, storage or disposal of any boat, caravan, trailer, and vehicle or similar parked in contravention of this paragraph upon giving you prior written notice and a reasonable opportunity to remove it. You will be liable to us for any costs incurred in relation to the removal, storage and disposal of any such boat, caravan, trailer, vehicle or similar belonging to you or anyone residing with or visiting you.

Abandoned vehicles which are dumped on our land and in various forms of disrepair, will be reported to the relevant Local Authority and/or Police Scotland to commence the proceedings to remove the vehicle.

10.2 Section 3 of the Tenancy Agreement which deals with **“Respect for Others”** makes reference to;

*“In addition, you, those living with you and your visitors must not do the following in an anti-social way:*

- *run a business from your house;*
- *park any vehicle, caravan or trailer;*
- *carry out work to any type of vehicle, caravan or trailer;*

- *use alcohol;*
- *fail to control your pets properly or allow them to foul or cause damage to other people's property;*
- *allow visitors to your house to be noisy or disruptive;*
- *use your house, or allow it to be used, for illegal or immoral purposes;*
- *vandalise or damage our property or any part of the common parts or neighbourhood;*
- *leave rubbish in unauthorised places;*
- *use or carry offensive weapons;*
- *use or sell unlawful drugs or alcohol.*

## **11. VANDALISM & GRAFFITI**

- 11.1 Graffiti which is deemed offensive in that it is explicit in terms of language and/or could be regarded as inappropriate will be removed as an Emergency on the same day that it is noted or reported. All other graffiti will be carried out as routine repairs. If the offensive graffiti is in public view, either the Local Authority will clear the graffiti as an emergency, or the Association will use one of its own contractors.
- 11.2 Where acts of vandalism, such as graffiti have taken place, the Housing Officers will endeavour to identify who committed the crime, and if appropriate the persons or their parents will be spoken to. Should the culprit be identified, they should be encouraged to remove the graffiti or indeed the costs for removal may be recharged to the culprit or their parent. Significant incidents of vandalism should be reported to the Police.

## **12. ESTATE VISITS & CLOSE INSPECTIONS**

- 12.1 All staff play a key role in Estate Management, from listening to customers comments, through to simply witnessing conditions or activities in the area. Housing Management staff and also in some ways, Asset staff, have an integral responsibility in their day to day functions. It is a fundamental part of the role of the Housing Officer that the quality of the estate is maintained and that due diligence is taken to ensure that any apparent issues are dealt with appropriately and timeously.
- 12.2 Housing Officers have responsibility for Estate Management within their areas and should be paying attention to the issues listed above when they are out in their "patch". A visual inspection of the area should be routinely done at all visits. A formal inspection of all closes and common areas is carried out on a monthly basis and a record of this is kept for audit purposes. Annual fire risk assessments will be carried out in all common closes. Any actions arising from this are dealt with as a matter of course following the inspection.
- 12.3 In addition, all garden areas should be checked on a routine basis and especially during growing season.

- 12.4 Open space areas are managed by the Asset team who assign the maintenance of these areas to the relevant contractor. The areas are regularly inspected to ensure the maintenance work carried out to a high standard and is value for money.

### **13. RESPONSIBILITY, RESIDENT PARTICIPATION & DIFFERENT TENURE TYPES**

- 13.1 Housing Officers have responsibility for Estate Management within their individual patch, as with Tenancy Management. Any advice, queries or referrals for legal action will be approved by the Housing Services Manager.
- 13.2 Effective Estate Management is a result of having good links with the community and other agencies and service providers. Through a variety of channels, such as Housing Officer liaison, focus groups, garden competitions, newsletters, information posters etc., the Association encourage community involvement to improve the estate.
- 13.3 The importance of other service providers is paramount in improving the safety and appeal of our estates. The Association have developed good networking arrangements with the Police, Councils, local schools, CAB, Health Board and Education Department (through our Wider Action Initiatives).

### **14. CUSTOMER SERVICES**

- 14.1 All tenancy and estate management services will be carried out in line with our Customer Service Standards.
- 14.2 Complaints in relation to service failures in our obligations for tenancy or estate management will be dealt with in line with our Complaints Handling Policy / Procedures.

### **15. EQUALITY & DIVERSITY**

- 15.1 As a service provider and employer, we recognise the requirements of the Equality Act 2010, oppose any form of discrimination, and will treat all customers, internal and external, with dignity and respect. We recognise diversity and will ensure that all our actions ensure accessibility and reduce barriers to employment and the services we provide.

### **16. LINKS TO OTHER POLICIES**

- 16.1 The following Policies relate to and should be referred to in respect of the Estate Management Policy;
- Allocations Policy
  - Void Management Policy
  - Maintenance Standards and Performance