

OPS014 – Estate Management Policy

MONITORING FORM	
Department	Operations
Department Director	Operations Director
This policy is applicable to	Housing Management
Author / Owner	Housing Manager
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Internal /external consultees (if required).	

1. INTRODUCTION

Estate Management within this policy is concerned with maintaining the physical condition, cleanliness and safety of the housing environment in which we operate in order to preserve its fabric and to promote community self-esteem.

The operational aspects of this policy relate to Weslo Housing Management's responsibility to inspect and maintain, to a quality standard, common areas of its housing, the environment surrounding its houses and any other areas of land it owns.

Customers of all tenures, need to ensure that they comply with their obligations for keeping in good order the environment to their home over and above their own individual property and their duty to respect the needs, interests and wishes of the surrounding community.

Weslo recognises that problems will arise from time to time which may cause concern to tenants or friction between them. In order to minimise such problems emphasis will be placed on preventative measures, and procedures have been designed to resolve issues at an early stage.

This policy will be complemented by our Anti-Social Behaviour Policy which deals with neighbour complaints and disputes as well as anti-social behaviour.

2. SCOPE

This policy covers the rights of all Weslo tenants, recipients of a service from Weslo, our employees and anyone who delivers a service on our behalf.

3. AIMS AND OBJECTIVES

The aims and objectives of this Estate Management Policy are to:

- Enable tenants and their household to live in well managed and well maintained housing with an environment that is attractive, safe and secure, free from nuisance, annoyance, intimidation and harassment, in which people will want to live.
- Ensure that tenants are aware of, and accept, their responsibilities regarding the upkeep of their homes and the surrounding area.
- Ensure any enforcement action is lawful, consistent with the tenancy agreement and in line with good practice.
- Promote partnership working with all the appropriate external agencies to develop and sustain safe and secure environments and to make the estates on which Weslo has properties in places where people want to live.
- Contribute to developing sustainable communities which are popular and well-kept in which void levels are low and, in conjunction with our Anti-Social Behaviour Policy, crime and nuisance is kept to a minimum.
- Ensure that tenants are aware of our commitment to, and responsibility for good estate management through the consultation and participation process.

4. ENVIRONMENTAL ISSUES THAT IMPACT ON OUR ESTATES

The main environmental issues affecting our estates include:

- Roads and Pavements
- Street furniture which includes signage
- Street lighting
- Drainage
- Abandoned Vehicles
- Grass Verges
- Refuse Collection
- Fly tipping
- Graffiti
- Pest Control
- Overgrowth
- Dog Fouling
- Vandalism

Whilst the above list is not exhaustive, it does serve to illustrate the range of issues which affect the environment. Not all of the above fall within the sole remit of Weslo but we have a clear responsibility to liaise with partner agencies to ensure a strong response in a timely fashion to any issues arising.

5. MANAGING OUR ESTATES

5.1 General

Weslo Housing Management will ensure that Housing Officers and/or other staff regularly visit estates and will be pro-active in dealing with tenancy issues particularly where there is a potential or alleged breach of tenancy conditions.

- **Estate Inspections** – we will carry out an annual estate inspection to identify any potential dangers on estates caused through vandalism and accidental or wilful damage to any of our property, communal areas, footpaths, boundary walls or fences, and open spaces. Issues arising from these walkabouts will be addressed by the relevant staff or forwarded to the appropriate agencies for their attention.
- **Regular Tenancy Visits** – a programme of bi-annual tenancy visits to properties will be undertaken throughout each year and these will be used to assess the general condition of the properties and cleanliness of the areas in which Weslo are located. The standard of work carried out by our Yard Operatives and grounds maintenance contractors will also be assessed during these visits.
- **Void Properties** - Weslo have set targets to minimise void properties and will produce procedures designed to turnaround properties with minimum delay. In the case of unlettable voids or unoccupied properties routine garden maintenance will be carried out and vacant properties will be monitored in accordance with insurance requirements. All properties and associated common areas are inspected prior to allocation and any repairs or other works

necessary to bring the property up to our re-let standard are carried out prior to the property being occupied or otherwise by mutual agreement.

- **Void Security** - the use of security screens and doors, on void properties, will be avoided where possible as we believe that the use of such measures affects the appearance of estates, attracts undue attention and can have an adverse effect on levels of demand.
- **Tenant Responsibilities** - all tenants will be made aware of the terms of their tenancy agreement, along with their rights and responsibilities of being a tenant, during accompanied viewings, tenancy sign-up and settling in visits.
- **Tenant Information** - we will make available to all tenants practical guidance on both the landlords and tenants obligations as well as useful information on safety and security in the home as well as how to be a good neighbour.
- **Settling in visits** - all new tenants will receive a settling in visit within six weeks of their taking up a tenancy. The purpose of this visit will be to further explain obligations as a tenant and to discuss any issues the tenant wishes to raise with regard to the tenancy, features of the house and the location in which they live.

5.2. Gardens

Houses with gardens will be let on the basis that the tenant is responsible for the maintenance and upkeep of the garden.

- **Monitoring** - the condition of gardens will be monitored during estate visits and where found to be in an unacceptable condition the tenant will receive warning letters and/or visiting card for their action. Failure to respond to warning letters or visiting cards will result in Weslo taking action to tidy the garden, with the cost of doing so, and any associated cost, being billed to the tenant. Continued failure to meet the obligations of maintaining the garden may result in action being taken against the tenant for breach of tenancy conditions.
- **Use of Garden ground** - garden ground should not be used for any other purpose other than that intended. Tenants shall not be allowed to erect any structure or keep or park any vehicles, caravans or trailers on ground designated as garden ground without prior, express and written approval.
- **Garden Maintenance Scheme** - in cases where a tenant is elderly or physically disabled Weslo may offer a gardening service, subject to certain conditions, to assist such tenants in complying with their tenancy obligations.

5.3. Vehicles

- Vehicles must not be parked within the boundaries of the property unless on an approved driveway or parking area and where so parked must be limited to two in number. Vehicles must not be parked on open spaces, grassed areas, footpaths or pavements. Such vehicles must be in a roadworthy condition.

- Caravans must be parked in suitable areas and are not permitted to be parked on areas designated solely for the parking of motor vehicles, or within the boundaries of the property, which includes garden ground, driveways, etc., or on any open spaces, grassed areas, footpaths or pavements.
- Tenants are not permitted to remove walls, fencing, hedging etc. or otherwise alter the garden area for the purpose of parking any vehicle or for any other reason without our express permission. Where permission is granted any such driveway must comply with all planning regulations, building regulations and must meet the requirements of the local authority roads department. The tenant will be liable for all costs associated with such work.
- Weslo will order the re-instatement of any unauthorised driveways and the tenant shall be liable for all costs associated with reinstatement.
- Tenants, members of the tenant's household or any visitor to the household must only park vehicles in suitable areas and they must not be parked on garden ground, drying greens, open spaces, footpaths or pavements.
- Efforts will be made to contact the owners of abandoned vehicles left on ground owned by Weslo to seek removal of such vehicles. If the owner fails to remove the vehicle Weslo will contact the Local Authority may take the vehicle into storage and/or dispose of it. Costs incurred in this connection may be recharged to the owner.
- Where car parking is provided it is made available on a first come first served basis and tenants will not be able to reserve car parking spaces for their sole use. The exception to this is where a disabled car parking space has been created for use by a person holding the appropriate Blue Badge parking permit.

5.4. Common Areas

- **Common Close** - unless provided as part of a service charge arrangement tenants occupying common closes will be required to sweep and clean these areas by rotation or agreed rota on a weekly basis. To ensure tenants comply with their obligations inspections will be made during estate visits by Housing Officers. Where tenants fail to meet this obligation warning letters and/or visiting cards will be issued. Failure to respond to warning letters will result in Weslo taking action to clean the common area, with the cost of doing so, and any associated cost, being billed in equal shares to each of the tenants within the common close. Continued failure to meet the obligations of cleaning the common areas may result in action being taken against the tenant for breach of tenancy conditions.
- **Safety** - for the safety of occupants on a common block, tenants are not allowed to store any items such as furniture, bicycles, rubbish bags etc. in closes or stairwells or stair landings. Where tenants fail to observe this, warning letters and/or visiting cards will be issued requesting removal of the item. Failure to comply with the request may result in Weslo removing the item and billing the cost, plus any associated costs, to the tenant or tenants responsible.

- **Security** - some blocks of flats may be provided with secure door entry systems. Where so provided they are for the safety and security of the tenants living in those blocks and the doors must be kept secure at all times.
- **Pest and Infestation** - where pests or infestation is reported in common areas appropriate remedial action will be taken by our Housing Management Team or contractors.

5.5. Open Spaces

- Weslo will, where appropriate, in conjunction with other owners and in accordance with the Abolition of Feudal Tenure (Scotland) Act 2000 and Tenements (Scotland) Act 2004, carry out maintenance to common parts and open spaces in order that the said common parts and open spaces are fit for use by the tenant and other occupiers.
- Many of Weslo's estates are multi-tenured and often responsibility for repairs, maintenance and cleanliness of common areas may be shared between Weslo and other owners. In such circumstances Weslo Housing may consult and/or liaise with other owners in respect of any estate management issues as may be required.
- Weslo has a considerable number of properties situated on estates owned and/or managed by other housing organisations. In such circumstances we will liaise closely with the owners of these estates to ensure that our tenants on those estates are catered for within the terms of this policy.
- Weslo is not responsible for the provision of a snow and ice clearing service but will liaise with the Local Authority to ensure adequate grit bins are provided.

5.6. Vandalism

- Weslo will report all acts of vandalism where the perpetrator is known to the police. Tenants are encouraged to report all incidents of vandalism to the local police immediately upon becoming aware of the incident.
- Where the identity of a perpetrator of acts of vandalism, to Weslo's property, is a known member of a tenant's household, or visitor to a tenant's household, then Weslo will require the costs of rectifying the damage, and any associated costs, to be met by the tenant concerned unless otherwise recovered by an order of the Court
- Where a repair which would otherwise be rechargeable to a tenant has been caused by an act of vandalism, e.g. a broken window, it must be reported to the police by the tenant within 24 hours of the incident occurring.
- Where incidents of vandalism are recurrent Weslo will liaise with the police to consider appropriate action to minimise and ultimately stop the vandalism.

5.7. Graffiti

- Weslo will take early action to remove any graffiti which is brought to our attention and for which we have direct responsibility.
- In areas where Weslo has tenants but has no direct control over the estate we will liaise with the Local Authority, other landlords, owners and/or other agencies to ensure that early action is taken to remove graffiti.

5.8. Keeping of animals

- Tenants are not permitted to erect any huts, hutches, aviaries, cages or kennels, for keeping pets, in any garden ground or other ground owned by the Weslo without our express approval in writing.
- The keeping of animals by tenants is only permitted in accordance with Weslo's policy on keeping pets.
- Where tenants are given permission to keep pets it will be conditional upon the pet being kept under proper control, and not causing nuisance, excessive noise or danger to any other person.
- Tenants will be responsible for the removal of any fouling caused by their pet. Failure to do so may result in permission to keep a pet being revoked, or action being taken against them for breach of tenancy, or being referred to the prosecuting authority where appropriate.
- The keeping of pigeons or erection of pigeon lofts is not permitted.

5.9. Satellite Dishes and TV Aerials

- Tenants must seek Weslo's permission for the installation of satellite dishes and TV aerials. Such permission shall not unreasonably be withheld. Where permission is granted it will be solely at our discretion and conditional upon the tenant being responsible for any damage caused to our property and/or the property of others through the dish or aerial being installed, dismantled or becoming dislodged.

5.10. Garden Sheds, Greenhouses Etc.

- Tenants are not permitted to erect garden sheds, greenhouses, garages, fencing, decking or any other structure without our express approval in writing. Such permission will not be unreasonably withheld. Where planning permission may also be required then our permission will be conditional upon planning consent having been obtained. Where so required tenants shall be responsible for the submission of the planning application and any costs associated with it.
- Where a structure, such as set out above, has been erected with permission and has since become dilapidated Weslo may request that the condition is brought up to an appropriate standard, failing which an order for its removal will be given in writing. Failure to comply with such a request will result in

Weslo taking steps to remove it and billing the tenant the cost of removal, plus any associated costs.

5.11. Neighbour Disputes

- Weslo recognises that disputes between tenants or between tenants and owners may arise from time to time as a result of differing lifestyles, definitions of acceptable behaviour, cleanliness etc. In such cases tenants will in the first instance be encouraged to resolve difficulties with their neighbours on an amicable basis.
- Where disputes cannot be resolved without intervention Weslo may, with the approval of the parties concerned, refer the matter to the relevant Local Authorities Anti-Social Behaviour Team.
- Serious and persistent behaviour of an anti-social nature will be dealt with in accordance with Weslo's Anti-Social Behaviour Policy. Where the issue of a formal warning has had no effect Weslo may seek an Anti-Social Behaviour Order against the tenant or alternatively may instigate legal proceedings. Such proceedings may take the form of an interdict or action to repossess the property as appropriate.

6. EQUALITY & DIVERSITY

This Policy will always be carried out in accordance with Weslo's Policy of Equality & Diversity which aims to promote diversity, fairness, social justice and equality of opportunity by adopting and promoting fair policies and procedures.

On request we will provide versions of this policy in other languages, large print, Braille or in audio format, and will also arrange for interpretation services when necessary.

7. PUBLICISING AND AVAILABILITY

This policy is available on the Weslo website, to Board and staff members and any other key stakeholders. Copies are available free of charge. A summary of this policy can be made available in other formats and languages.

8. MONITORING AND PERFORMANCE

Performance management is extremely important in order to assess whether the policy objectives and statutory obligations are being met. Monitoring will be in line with the specifics outlined in the associated policies (see 11 below).

This policy also relates to the Scottish Social Housing Charter Outcome 6: Estate management, anti-social behaviour, neighbour nuisance and tenancy disputes which encourages Registered Social Landlords to take steps to ensure that tenants and other customers live in well maintained neighbourhoods where they feel safe.

9. COMPLAINTS

Anyone wishing to make a formal complaint about the services provided should do so as per our complaint's procedure. The Complaints Policy and information about how to complain are available on the website and from our office.

10. DATA PROTECTION AND GENERAL DATA PROTECTION REGULATION (GDPR)

- 10.1 We take the issue of security and data protection very seriously and strictly adhere to guidelines published in the Data Protection Act of 1998 and the General Data Protection Regulation (EU) 2016/679 which is applicable from the 25th May 2018, together with any domestic laws subsequently enacted.
- 10.2 We are notified as a Data Controller with the Office of the Information Commissioner under registration number Z4942312 and we are the data controller of any personal data that you provide to us.
- 10.3 Any questions relating to our privacy practices should be sent to our Corporate Services Department: corporate.services@weslohm.co.uk or call 01506 634286.

11. OTHER RELEVANT POLICIES AND PROCEDURES

This policy relates to:

- Scottish Secure Tenancy Agreement
- Short Scottish Secure Tenancy Agreement
- Permission for alterations and Improvements Policy & Procedure
- Termination and Void Management Policy & Procedure
- Void Lettable standard
- Recharge Policy & Procedure
- Pet Policy
- Income Management Policy & Procedure
- Garden Maintenance Scheme
- Anti-Social behaviour Policy & Procedure
- Estate Management Services to Owners Policy
- Complaints procedure
- Data Protection policy
- Equality and Diversity policy

12. LEGAL AND GOOD PRACTICE REQUIREMENTS

This policy is compliant with the following legislation and good practice guidance:

- Data Protection Act 2018 (DPA 2018)
- General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)
- Equality Act 2010

13. POLICY REVIEW

This policy will be reviewed every 3 years to ensure compliance with applicable legislative changes, changes within the organisation and best practice.