

KNOWES HOUSING ASSOCIATION LTD	
Policy Name	Estate Management Policy
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Consultation	Internal

1. AIMS & OBJECTIVES

- 1.1 It is the aim of Knowes Housing Association to provide a comprehensive estate management service, which is effective in ensuring that the areas of Faifley, Duntocher and our other 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.
- 1.2 It is recognised that Estate Management is an important part of our service for all residents, and as such the aims of this policy are to ensure that:
- The housing stock and communal areas are managed and maintained to a high standard which increases the stability of the community;
 - All residents within reason are satisfied with the service provided and with the estate in general;
 - Tenancy Information and Advice is provided in a routine yet consistent manner;
 - Co-operate and liaise with other partner agencies and contractors to ensure that services are provided to a high standard and to the satisfaction of both the residents and the Association.
- 1.3 The Estate Management procedure, which is a separate document, details how we deal with estate management as officers of the Association. Certain categories of estate management are recorded in

specific formats and this is explained more fully in this document and the procedure.

2. DEFINITION OF ESTATE MANAGEMENT

2.1 The definition of Estate Management can be found in the wording of the standard set by the Scottish Housing Regulator. In Activity Standard 1.10 – Estate Management, the description states:

“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”.

2.2 The Association in developing this policy made reference 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 tenants.

3. RISK MANAGEMENT

3.1 By having a detailed Estate Management Policy the Association is ensuring that a standard is set in terms of the condition of the area and the environment, and also that tenants tenancy obligations in estate management related issues, are complied with.

- 3.2 The risk of not having this Policy in place is an absence of the above and in turn, a deterioration in the appearance and upkeep of Faifley, Duntocher and our other areas of operation. This would lead to a poor reputation and a decrease in the demand of the area and may ultimately prove difficult to let our properties.

4. LEGAL BACKGROUND & COMPLIANCE

- 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 Knowes' general approach to dealing with estate management is based on the above legislation, good practice, the outcomes set out in "The Scottish Social Housing Charter" as outlined in section 2.2 above.

5. WHAT IS COVERED IN THIS POLICY?

- 5.1 The areas which can be considered as "Estate Management" are numerous and varied, although Knowes has different Policies and Procedures in place to deal with some of the more specific areas. The following areas are covered in this policy and regarded as Estate Management Issues:

- **Pets**
- **Fly tipping**
- **Bulk Uplift**
- **Gardens**
- **Common Areas**
- **Bins & Dumping**
- **Vehicles**
- **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 other Policies and Procedures.

6. PETS

- 6.1 Section 2.5 of Knowes' Tenancy Agreement (SST) outlines that tenants are allowed to keep one pet without the Association's permission, however for more than one pet, permission must be requested. 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 2.5 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” –

- The pet is not prohibited by the Dangerous Dogs Act, 1991 or any other law, and if applicable proof of registration with the Police must be provided to the Association;
- You are responsible for the behaviour of any pets owned by you or any person living with you;
- You must take all reasonable steps to supervise and keep such pets under control;
- You must take all reasonable steps to see that such pets do not foul or cause damage to the house, your neighbour’s property, anything belonging to the Association or anything we are responsible for, such as the common parts. This includes fouling, noise or smell from your domestic pet;
- You are responsible for the cleaning up of your dogs faeces and ensuring that your pet does not use communal areas such as closes and back courts as a toilet;
- If you fail to meet the above conditions permission to continue to keep the pet will be withdrawn. If permission is refused or withdrawn, we will be entitled to require removal of the pet. In such circumstances, you hereby agree not to keep the pet and to ensure it is removed from the house on a permanent basis within 14 days of permission being refused or withdrawn.

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 Knowes then legal action will also be sought regarding the use of interdict etc.

7 GARDENS

7.1 Section 2.10 of Knowes’ Tenancy Agreement (SST) refers to the tenant’s 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 2.11 of Knowes' 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 The Association makes some provision for those tenants who are unable to maintain their garden due to illness or disability and this is referred to as the Garden Assistance Scheme. There are no restrictions on the number of gardens which can be accommodated on the scheme, and this forms part of the Landscape Maintenance Contract.
- 7.4 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".
- 7.5 Should an owner's garden be deemed unacceptable due to lack of maintenance etc, the Association will liaise with the owner in an attempt to remedy the situation. Ultimately, legal advice will be sought should there be a refusal to comply with the Association's request.
- 7.6 Gardens will be inspected during the wider estate walk rounds, 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 in the Faifley area, given that the majority of our housing stock is in the form of tenements. The majority of the issues surrounding common areas is therefore pertaining to those who reside in tenemental accommodation. It is correct however that there are common areas/landscaped areas in and around Faifley, however most of these are taken care of via the landscaping contract.
- 8.2 Sections 2.8, 2.9 and 2.12 are the main sections of the Tenancy Agreement which refer to responsibilities and obligations concerning common areas.
- Section 2.8 states that *"You must take your turn, with all other tenants and residents 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 stores. 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. We may also arrange for a contractor to carry out this work on a regular basis and impose a service charge on you and the other tenants who receive this service. This is in addition to any other legal remedies open to us.”

- Section 2.9 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 2.12 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. Balconies must not be used for storage purposes.”*
- The Association operate a common cleaning contract on a number of closes throughout the estate (103 as at May 2021). Our contractor at present is Caledonian Maintenance Services who clean the close and manage the bins (all as per a detailed specification) on a weekly basis and carry out quarterly cleans 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. The Housing Team carry out regular quality control post inspections of the closes as they are cleaned.

9. BINS & DUMPING

9.1 The volume of refuse and incidents of dumping and fly-tipping had increased significantly in recent years and had resulted in becoming an increasingly important issue for the Association to manage, particularly on land owned and managed by us.

9.2 Bulk uplift and fly tipping is a major environmental issue that Knowes HA has become, by virtue of a reduction in services provided by the council, the administrator in dealing with the problem. To assist in managing bulk being dumped in the back courts of the tenemental properties, the Association introduced a Bulk Uplift Service provided by the same contractor that provides the common cleaning service. This means that properties that receive the common cleaning service will have ALL bulk and household waste removed and disposed of each week for a fixed charge. This has massively helped improve the condition of our properties and also reduced the issue of fly tipping. In

terms of costs his has resulted in an overall costs saving on the previous charges and management costs of the ad-hoc service that was being used.

9.3 It is envisaged that this services will continue to be provided and will play a vital role in assisting in estate management.

9.4 In terms of tenants responsibility, despite the services that are being provided by the Association, tenants still have a responsibility as outlined in section 2.13 of the Tenancy Agreement; – *“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).”*

9.5 Out-with those properties that receive a bulk uplift service, the Housing Officer still manages any bulk or fly tipping issues that are identified through the bi-monthly inspections. The estate management procedure outlines how these are managed.

10. VEHICLES

10.1 The Tenancy Agreement is clear that residents must firstly not utilise Knowes’ land for parking and/or working on vehicles, but secondly and most importantly, must not cause a nuisance or annoyance to other residents. Section 2.15 of the SST states as follows

“No vehicle (including motorcycle(s)), caravan or trailer 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.*
- “

10.2 The section of the Tenancy Agreement which deals with “Respect for Others” makes reference to vehicles. Section 3.4 states –

“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”*

10.3 Faifley attracts a low number of abandoned vehicles which are dumped in and around the area in various forms of disrepair. All estate-based

staff are vigilant towards this and report any such abandoned vehicles to the Technical Services Assistant, who in turn, contacts the Police to commence the proceedings to remove the vehicle.

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 WDC will clear the graffiti as an emergency, or the Association will use one of it's 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. Specifically however, Housing Management Staff and also in some ways, Technical Services staff have an integral responsibility in their day to day functions. It is a fundamental part of the role of the Housing Officer/Assistant 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 The Housing Officer and the Housing Assistant have responsibility for estate management within the area and are focused on the issues listed above. A visual inspection of the area should be routinely done at all visits. However a formal inspection of all closes and common areas is carried out every two months and a record of this is kept for audit purposes (on an annual basis this is included within the fire risk assessment in each close). Any actions arising from this are dealt with as a matter of course following the inspection. In addition, all garden areas should be checked on a routine basis and especially during growing season.
- 12.3 Common Area Maintenance is managed by the Repairs and Maintenance team and they assign the upkeep of these area to a contractor, (see section 8). The areas are regularly inspected to ensure that the maintenance work carried out to a high standard and is value for money.

13. RESPONSIBILITY

- 13.1 Housing Officers have responsibility for estate management within their individual patch, as with Tenancy Management. Any advice, queries and all referrals for legal action will be following approval by the Housing Manager.

14. RESIDENT PARTICIPATION & PARTNERSHIP WORKING

- 14.1 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, Scrutiny Panel, Garden Competitions, newsletters, information posters etc, the Association encourage community involvement to improve the estate.
- 14.2 The importance of other service providers is paramount in improving the safety and attractiveness of our estate, and the Association have developed good networking arrangements with the Police, local schools, WDC Environmental Health, and local schools (through our Wider Action Initiatives).

15. DIFFERENT TENURES

- 15.1 As described earlier in this Policy, Estate Management may involve tenants and/or owners. All issues will be given the same degree of priority regardless of tenure, however the legal action which is relevant to owners is more limited.

16. POLICY REPORTING

- 16.1 Housing Officers will register relevant estate management issues on the appropriate Estate Management Excel Register.

17. COMPLAINT

- 17.1 Any applicant who feels they are being treated unfairly has a right to complain. This is detailed in the Complaints Policy, which is available at the Associations office.

18. EQUALITIES COMMITMENT

- 18.1 Knowes Housing Association Ltd is committed to tackling discrimination on the grounds of sex or marital status, racial grounds, or grounds of disability, age, sexual orientation, language, social origin, or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.
- 18.2 Knowes' seek to embrace diversity, promote equal opportunities for all and eliminate any unlawful discrimination in all areas of our work.