

# Estate Management Policy

Customer  
Focus

Respect

Communication

Integrity



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## **1 INTRODUCTION & AIMS**

- 1.1 Estate Management is a general term used to include Tenancy Management and Environmental Management.
- 1.2 This policy and procedures cover the physical upkeep and use of the common parts of each estate. The management and resolution of matters creating nuisance and arising from breach of conditions of tenancy or title deeds, neighbour problems and anti-social behaviour are the subject of Cloch's anti-social behaviour policy.
- 1.3 It is the aim of Cloch Housing Association to provide a comprehensive estate management service, which is effective in ensuring that the areas in which the Association operates are attractive, well-maintained and safe places to live. This Policy and the Procedure on Estate Management outline what the Association's position is and how we deal with certain estate-related issues.

## **2 SCOPE AND PRINCIPLES**

- 2.1 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;
  - Residents are satisfied with the service provided and with the estate in general;
  - Tenancy Information and Advice is provided in a routine yet consistent manner;
  - We meet our legal duties, obligations and responsibilities whilst ensuring that tenants also fulfil their tenancy obligations;
  - We 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.
- 2.2 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.

## **3 LEGAL & REGULATORY CONTEXT**

- 3.1 From a tenant/landlord perspective, the foundation to Estate Management lies mainly in the Scottish Secure Tenancy Agreement, which tenants have signed with the Association. The key legislation behind the tenancy agreements is the Housing (Scotland) Act 2001.
- 3.2 This Policy and Cloch's general approach to dealing with estate management is based on the above legislation, good practice and complies with many of the

principles outlined in the Scottish Social Housing Charter:

- **Charter Outcome 1:** Equalities - Social landlords perform all aspects of their housing services so that: every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.
- **Charter Outcome 2:** Communication - Social landlords manage their businesses so that: tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.
- **Charter Outcome 3:** Participation - Social landlords manage their businesses so that: tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with.
- **Charter Outcome 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.
- **Charter Outcome 11:** Social landlords make sure that: Tenants get the information they need on how to obtain support to remain in their home and ensure suitable support is available, including services provided directly by the landlord and by other organisations.
- **Charter Outcome 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.

#### **4 DEFINITION OF ESTATE MANAGEMENT**

4.1 Within the Scottish Social Housing Charter, the sixth Charter Outcome and Standard refers to Neighbourhood and Community; this covers more than just Estate Management, as it also refers to anti-social behaviour 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”.***

4.2 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.

4.3 Therefore, the areas which can be considered as “Estate Management” are

numerous and varied, although Cloch have 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**
- **Gardens**
- **Common Areas**
- **Close Cleaning**
- **Bins & Dumping**
- **Vehicles & Parking**
- **Vandalism/Graffiti**
- **Estate Visits & Close Inspections**
- **Enforcing tenancy conditions**

4.4 The Association has adopted the definition of “Estate” to follow the Scottish Housing Regulator agreed definition of neighbourhood per the Scottish Social Housing Charter Technical Guidance, Indicator 13 as “the area that the landlord has defined as having some responsibility for.”

4.5 Other aspects of our work 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, Assigination etc.) are covered under other Policies and Procedures.

## **5 RISK MANAGEMENT**

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

5.2 The risk of not having this Policy in place is an absence of the above and in turn, deterioration in the appearance and the Association’s 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.

## **6 INFORMATION TO TENANTS**

6.1 It is important that all Tenants are clear about their responsibilities and obligations. The details of the Tenancy Agreement and the obligations imposed on Tenants will be explained in detail at the time of the tenancy signing and reiterated at the New Tenant visit.

6.2 The Tenant will also be issued with a Tenants Handbook, which provides an explanation of the key terms of the Tenancy Agreement and the Association’s expectations. The Tenant Newsletter will be used to highlight issues, confirm the Association’s Policy and to reinforce the responsibilities imposed on the Tenant

imposed by the Tenancy Agreement. The general standards of service delivery that the tenant should expect will also be publicised through the newsletter.

- 6.3 When dealing with individual tenants, the staff will explain clearly the Association's policy and response to the relevant issue so that the tenant clearly understands the service, which is being provided.

## **7 PETS**

- 7.1 Section 2.6 of the Association's Scottish Secure Tenancy Agreement (SST) outlines that tenants of the Association are permitted to keep domestic pets, excluding guard dogs or dogs prohibited by the Dangerous Dogs Act 1991, or by any other law. All other dogs, cats, fish and rodents are acceptable.

- 7.2 Where tenants allow their pets to cause a nuisance (e.g. noise or dog fouling), damage or danger, the Association will endeavour to enforce the Conditions of Tenancy by requesting that the pet be brought under control.

- 7.3 Where there is an ongoing problem with dog fouling, the Association will contact Inverclyde Council's Dog Warden and request that they monitor the area. The Dog Warden can issue fixed penalty notices of up to £80 under the Dog Fouling (Scotland) Act 2003 to offenders who let their dogs foul and do not immediately remove the excrement appropriately.

- 7.4 Bags to uplift dog excrement are available free of charge at the Association's offices

- 7.5 It is stated in the SST, that "The conditions on your keeping pets will include but not be limited to the following provisions:

- your pet is not prohibited by the Dangerous Dogs Act 1991, or any re-enactment of the same, 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,
- you will be responsible for cleaning up dog faeces.

We will be entitled to require removal of the pet if it proves to be causing nuisance or damage. If your pet causes damage to our property you will be recharged the cost of repairing the damage. "

- 7.6 Tenants will be notified of any breach to allow them to rectify the breach. Tenants who persistently breach the above conditions will be required to remove their pet from the premises.

- 7.7 Should the tenant refuse to comply with the Associations request to remove the pet, legal advice will be sought to pursue a court order to instruct the tenant to comply with the Associations request. If the householder is not a tenant of Cloch then legal action will also be sought regarding the use of interdict etc. in liaison with Inverclyde Council's Environmental Services Department. The Association will seek the payment of costs where legal action is necessary.
- 7.8 In certain cases, pets may not be allowed due to the design, location or the use of the house (e.g. in a Sheltered Housing Complex). Where a property has a lift, the keeping of pets is likely to be refused.

## **8 GARDENS**

- 8.1 Well-kept and tidy gardens are a good reflection of the area. Unkempt, litter-strewn gardens are an eyesore. They reflect badly on the Association and are a disincentive to neighbouring tenants.
- 8.2 The Tenant will be responsible for the upkeep of areas allocated to their single property for their exclusive use. The Association will monitor the standard of gardens by carrying out regular inspections. If the standard of a private area is poor or damage/nuisance is caused to another property, action will be taken to ensure the area is properly maintained. Any remedial works or works of maintenance will be recharged in full.
- 8.3 The Association will employ contractors who will be responsible for communal area grass cutting and maintenance, including litter collection, maintenance of communal gardens, void properties, the access road and play area and open spaces within the Association's area of operation.
- 8.4 Section 2.11 of Cloch's 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 becoming overgrown, untidy or causing a nuisance...This includes making sure that grassed areas are cut regularly, and hedges are cut so they do not exceed one metre in height where the vision of motorists would be impeded and two metres elsewhere. You will keep any fences and any other structures erected in good order.." 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 because of continual breach of the tenancy agreement including recovery of possession of the property.
- 8.5 Tenants with front and/or back gardens are responsible for all garden maintenance and ensuring that the gardens are kept tidy. Gardens must not be used for storage of bulk items or dog fouling.
- 8.6 Section 2.12 of Cloch's Tenancy Agreement (SST) outlines the circumstances where a garden is shared with others. In the absence of agreement, the Association are 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 8.4 above.

- 8.7 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)”.
- 8.8 Should an owner’s garden be deemed unacceptable due to lack of maintenance etc., the Association will discuss this with the owner in an attempt to remedy the situation. The Association will liaise with Inverclyde Council’s Environmental Services Department to bring a resolution to any problems with owner’s gardens; this may include the serving of compliance notices by the council. Ultimately, legal advice will be sought should there be a refusal to comply with the Associations request.
- 8.9 Gardens will be inspected during the wider estate walk rounds (where accessible), during close inspections and following any comment or complaint from residents.

## **9 GARDEN COMPETITION**

- 9.1 The Association, as well as responding to poorly maintained properties, will recognise and encourage residents who have taken time and effort to maintain their garden. During the growing season (approx. April-Sept) the Association will organise the categories and awarding of prizes, where appropriate, Certificates of Merit will also be awarded. All prizes will be awarded as part of the Association’s Annual General Meeting.
- 9.2 This initiative is intended to foster good tenant relations and will act as an incentive to encourage all Association’s residents to improve their environment.

## **10 GARDENING SERVICES**

- 10.1 The Association provides a limited garden tidy scheme for individual gardens where the occupants are unable to maintain the garden due to being elderly or infirm. Please refer to our separate Garden Tidy Policy for details and how you may qualify for this limited service.
- 10.2 The Association will not promote private gardening companies.

## **11 COMMON AREAS**

- 11.1 The cleanliness and maintenance of common areas is of considerable importance in to the Association, given that a large number of our housing stock is in the form of tenements and flatted developments.
- 11.2 The Association will provide an environmental maintenance service to maintain the backcourt areas and common landscaping for all its tenants and factored owners.
- 11.3 It is the responsibility of each tenant to ensure that all communal areas e.g., stairs, landing, bin store, front/back close and door etc., are cleaned on a regular basis, in accordance with the stair cleaning/bin store cleaning rota.

- 11.4 Residents are expected to make their own arrangements in conjunction with their neighbours to take turns cleaning the common areas within the tenement. The Housing Services staff will monitor the standard of cleanliness and make sure the tenants adhere to their tenancy conditions by:
- Carrying out regular inspections
  - Responding to complaints regarding the performance of individual tenants
- 11.5 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, *“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 rotas 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 rotas 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 *“Where there is a shared entrance or pathway or access route to communal facilities you shall take reasonable care to keep these areas free from obstacles and to ensure they are used for the correct purpose.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.”*
- 11.6 A close cleaning service will be offered where a majority of residents agree to the service and, in certain circumstances, imposed where standards are unacceptably low. Our contractors clean the close and stairways on a weekly basis. Housing Services Staff will carry out random post inspections of the closes as they are cleaned.
- 11.7 A window cleaning service may be offered for cleaning of common windows where residents agree unanimously to pay for the service and where it is not practical for residents to clean common windows.

- 11.8 Where items are found within the stair, which are considered a fire hazard or obstruction, the Association will try to identify the person(s) responsible and require that the item be removed within two working days. The Association will remove the items if the owner cannot be identified or if the owner does not remove the items as required within the period of notice.

## **12 CHILDREN'S USE OF BACK COURTS AND COMMON AREAS**

- 12.1 The Association considers that it is reasonable to allow young children who are under responsible supervision to play in the backcourt area as long as consideration towards other neighbours is shown. If goodwill between neighbours does break down, this use of the backcourt area will be reviewed by the Association and may be prohibited.

## **13 PLAY AREAS**

- 13.1 Some estates may have play equipment for children and other recreational facilities. We recognise that the provision of such facilities can enhance estates and help minimise anti-social behaviour and boredom.
- 13.2 Play areas will usually be enclosed by fencing for safety, and we will prohibit dogs and other pets within this enclosure for safety and hygiene. We will routinely inspect play equipment and facilities and ensure that they are safe and fit for purpose.
- 13.3 We encourage residents, children and families to play in and enjoy their open communal spaces but to consider the impact on neighbours.

## **14 USE OF BINS, DUMPING & FLY TIPPING**

- 14.1 The volume of refuse and incidents of dumping and fly tipping has increased significantly in recent years and it has as a result become increasingly important for residents to ensure that they comply with the requirements as laid down by Inverclyde Council's Cleansing Department.
- 14.2 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 items (such as large electrical items).”*

- 14.3 Housing Services staff need to be vigilant in terms of identifying patterns of dumping either in back courts, or in streets and open spaces. When the dumping is in a backcourt area or identifiable in terms of where it originated, then the Association 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 due to the “scattered nature” – if the responsible party can be identified and it is reasonable to uplift and recharge, then this should be done, with photographic evidence taken to substantiate the recharge.

## **15 BULK REFUSE/ITEMS OF FURNITURE**

- 15.1 All residents are responsible for the disposal of items of bulk refuse/furniture by arranging for uplift by the local authority. The Association will arrange for the removal of items as soon as reasonably possible where they pose a risk to residents. The cost of removal will be recharged to the resident responsible where they can be identified.

## **16 VERMIN AND PEST CONTROL IN COMMON AREAS**

- 16.1 Where evidence of vermin or pests occurs, the Association will ensure a prompt response by qualified operatives to deal with the problem in accordance with current environmental health guidelines.

## **17 VEHICLES & PARKING**

- 17.1 The Tenancy Agreement is clear that residents must firstly not utilise Cloch’s land for parking and/or working on vehicles, but secondly and most importantly, must not cause a nuisance or annoyance to other residents. Section 2.17 of the SST states as follows:

“No vehicle, caravan or trailer belonging to you or anyone living with you or anyone visiting you may be parked on land owned by us 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.”

- 17.2 The section of the Tenancy Agreement which deals with “Respect for Others” refers 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*
- *use drugs or alcohol.”*

- 17.3 Inverclyde continues to attract a number of abandoned vehicles that 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 Inverclyde Council, who commence proceedings to remove the vehicle.

## **18 VANDALISM & GRAFFITI**

- 18.1 The Association will treat all cases of vandalism or graffiti as serious and take all necessary measures to prevent it becoming a problem.
- 18.2 Graffiti that is deemed offensive in that it is explicit in terms of language and/or could be regarded as inappropriate will be reported to the Police where necessary and removed as an Emergency on the same day that it is noted or reported. All other graffiti will be removed as an urgent repair, although from time-to-time the Association may programme minimal graffiti works and tackle them on a one-off basis. If the offensive graffiti is in public view, either Inverclyde Council will clear the graffiti as an emergency, or the Association will use one of our own contractors.
- 18.3 Where acts of vandalism, such as graffiti have taken place, the Association will endeavour to identify who committed the crime, and if appropriate, the persons or their parent/carers 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/carer. Where issues recur or are persistent and the perpetrator can be identified the Association will take legal action for eviction as appropriate. Significant incidents of vandalism will be reported to the Police

## **19 ESTATE VISITS & CLOSE INSPECTIONS**

- 19.1 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 Property Services staff have an integral responsibility in their day-to-day functions. It is a fundamental part of the role of Housing Services staff 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.
- 19.2 Housing Services Staff have responsibility for estate management and should be paying attention to the issues listed above when they are carrying out routine visits. A visual inspection of the area should be routinely done at all visits.
- 19.3 A formal inspection of all closes, common areas and estates is carried out every three months and a record of this is kept for audit purposes. Any actions arising from this are dealt with as a matter of course following the inspection. In addition, all garden areas (where easily accessible) should be checked on a routine basis and especially during growing season.
- 19.4 The Association will carry out settling-in visits for all new tenants and aims to do this within six weeks of the tenancy start date, although will aim to visit sooner, where appropriate. The purpose of the settling in visit is to allow the tenant to raise any concerns/issues about their tenancy or home. It also allows the Association to intervene at an early stage should the Association have concerns, attempt to prevent any difficulties from escalating and help the tenant access additional support if required.

- 19.5 The Association will regularly monitor, as part of its programme of Estate Management Inspections, general environmental matters such as litter, street cleaning, refuse dumping, lighting, abandoned cars, caravan parking, pigeon lofts, condition of footpaths etc. and notify or liaise with other agencies that may be able to assist in resolving any issues.

## **20 GRITTING AND SNOW CLEARANCE**

- 20.1 The Association is generally unable to grit and clear snowfalls from our estates. Residents are responsible for gritting or clearing snow on any sole or shared pavements to their properties.

## **21 CONDITION OF THE PROPERTY**

- 21.1 Staff will seek to work with tenants to improve the condition of the property if it falls below our acceptable standard. The tenancy agreement states that the tenant “takes reasonable care of the house... and keeps ...the house in a reasonable state of cleanliness”. In order to address these matters staff will seek the co-operation of partner agencies, and where appropriate carry out Tenancy Sustainment Interviews, to help identify the underlying cause for the neglect and deterioration of the property. Referrals may be made to the tenancy sustainment support service where appropriate.
- 21.2 If the tenant fails to address the deterioration of the property, the Association may seek to take legal action to recover possession of the property. Each case will be assessed on its individual merits.
- 21.3 The Association will carry out regular home visits with the purpose of identifying neglect of the property, advising tenants regarding the services available to them, and giving tenants the opportunity to raise issues of concern.

## **22 PERFORMANCE TARGETS**

- 22.1 Housing Services Staff will carry out estate management inspections of closes and estates on a quarterly basis. Closes will be visited more often if it is deemed that this is required or if the Association received regular complaints from the same close / area. The performance in respect of general inspection rates and details of the nature of estate management issues will be reported to the H&PSSC on, at least, an annual basis.
- 22.2 We will set targets for responding to and resolving complaints of antisocial behaviour, including estate management issues, these targets will be published by the Association within our offices, on our website and on a regular basis within our tenant newsletter.

## **23 ENFORCING CONDITIONS OF TENANCY**

- 23.1 The Association's general approach to dealing with breaches of conditions of tenancy will be as follows:

Contact will be made with the affected residents and, where appropriate, their neighbours to clarify the issues, and explain the tenants' responsibilities. The objective at this stage will be to reach mutual agreement between those concerned on the action that should be taken. However, if mediation is inappropriate or ineffective, enforcing conditions of tenancy may involve contact with other agencies and/or the issuing of formal warning letters.

## **24 LEGAL ACTION**

24.1 Cloch Housing Association will adhere to this Policy framework and an internal procedure to manage its neighbourhoods. However, where the tenant either fails to co-operate in with recommended action or continuously breaches their tenancy agreement, the Association will take legal action that could ultimately lead to eviction. For more details of this process, reference should be made to the Association's Legal Action and Eviction Policy.

## **25 RESPONSIBILITY**

25.1 Housing Services staff have responsibility for estate management within their areas, as with Tenancy Management. Any advice, queries and all referrals for legal action will be following approval by the Senior Housing Officer or Housing Services Manager.

25.2 The Housing Services Section have responsibility for implementation of the Estate Management Policy. This includes:

- carrying out estate management inspections
- dealing with problems
- handling complaints in their areas of responsibility
- monitoring the day to day effectiveness of cleaning and landscape maintenance services in conjunction with the Property Services Section
- serious tenancy management issues
- dealing with abandonment of tenancies

25.5 The Senior Housing Officers have responsibility for: -

- monitoring the performance of all staff
- assisting the staff to deal with serious or persistent breaches of tenancy and dealing with all cases of harassment
- monitoring the operation of the policy, reporting to the H&PSSC and assisting the Housing Services Manager with the review of the policy
- liaison with other service providers, including the local authority, to maximise their service.

## **26 RESIDENT PARTICIPATION & PARTNERSHIP WORKING**

26.1 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 staff liaison, focus groups, Garden Competitions, newsletters, information posters

etc., the Association will encourage community involvement to improve the estate and to help the Association improve the neighbourhoods in which it works.

26.2 The Association aims to ensure that its services are responsive to the needs of the communities that it serves. In practical terms, this means that the Association will:

- Take account of tenants' and resident's views when making decisions regarding the nature and type of services that are delivered.
- Consult with tenants when monitoring the quality of services.
- Respond positively to deal with individual complaints.
- Collate all complaints and identify any trends or areas where the Association must make service improvements.
- Encourage any attempt to raise issues collectively by organising close meetings or public meetings if any demand is expressed.

26.3 In addition, area teams will take every opportunity to encourage tenants to contribute to local estate management, by

- Promoting and consulting local tenants and owners groups;
- Encouraging feedback from tenants and owners and responding constructively i.e. involving residents in estate inspections, planning of remedial works etc.;
- Involving residents in development of new initiatives for the improvement of their local environment and amenities;
- Keeping residents informed about activities affecting their estates

26.4 The importance of other service providers is paramount in improving the safety and attractiveness of our estates, and the Association aims to develop good networking arrangements with the Police, local authority, local schools and the Health and Social Care Partnership (HSCP).

26.5 Cloch recognise that estate management services cannot be delivered in isolation from the wider community, and we will strive to develop good working relationships with other agencies. We will liaise with other relevant agencies such as Police, local authority, other landlords and managing agents. We will seek to collaborate with other community stakeholders and will ensure that effective communication is maintained between staff, residents, local organisations, and our partners.

## **27 DIFFERENT TENURES**

27.1 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 action that is relevant to owners is more limited.

## **28 BOARD MEMBERS IN BREACH OF TENANCY**

28.1 As Board Members may also be tenants of the Association, those tenants should not breach their tenancy conditions. Any Board Member continuing to breach tenancy conditions for 3 months or more without addressing the issue, and are subject to legal action will be referred to the Board to discuss termination of the

individuals' board membership or to invite a resignation in accordance with Section 43.3 of the Association's rules.

## **29 POLICY REPORTING**

- 29.1 Records will be kept of estate, common area and close visits. The record will detail the date of the visit and note the general condition of the area.
- 29.2 Housing Services staff will register relevant estate management complaints on the Association's housing management IT system and this will be reported to the Housing and Property Services Sub Committee on, at least, an annual basis.

## **30 COMPLAINTS PROCEDURE**

- 30.1 Any tenant who feels aggrieved by their treatment under this Policy can ask for a copy of the Association's Complaints Handling Procedure, which is available on the Association's website or at our office. You also have a right to complain to the Scottish Public Services Ombudsman. The Complaints Policy details the way in which you can complain and the timescales for responding.

## **31 EQUALITIES COMMITMENT**

- 31.1 Cloch 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.
- 31.2 Cloch seeks to embrace diversity, promote equal opportunities for all and eliminate any unlawful discrimination in all areas of our work.

## **32 CONFIDENTIALITY**

- 32.1 All personal information provided to the Association will be treated with the strictest of confidence. Any cases referred to, or reported to, the Board will be made anonymously.
- 32.2 The Association will treat all personal data in line with our obligations under the current General Data Protection Regulations and our own Data Protection Policy and Data Retention Procedures. Information regarding how your data will be used and the basis for processing your data is provided within our Fair Processing Notice.

## **33 REVIEW**

- 33.1 This policy will be reviewed every *three* years or as required to assess its effectiveness and to consider any changes required in the light of experience, new guidance, good practice, and legislation.

## **34 POLICY AVAILABILITY**

- 34.1 This policy is available to the public on the Association's website. Copies are also available on request and free of charge from the Association. This policy can also be provided in large print, braille, audio or other non-written format and in a variety of languages, on request.**

**APPENDIX 1 – Response Times – Estate Management cases are all Category D cases; these timescales are reviewed in line with the Anti-Social Behaviour Policy and are Subject To Change.**

**Neighbour Disputes and ASB Categories and Targets**

Following consultation with our tenants, we have defined categorised and grouped the different types of ASB according to their level of seriousness.

We have four categories for this type of behaviour depending on the nature and seriousness of the complaints. For each we have proposed the following targets for initial response times and resolution times. It should be noted that the Scottish Housing Regulator classifies a case resolved when:

- The landlord has taken appropriate measures as set out in its ASB policies and procedures to address the cause of the ASB.  
Or
- The landlord does not have the authority or powers to resolve the matter but it has provided to the service user a full explanation of the landlord’s position.

In addition, the Association has stated within its policy that should a complainant have experienced no further issues within a period of six weeks (30 working days) the complaint will be considered resolved and closed by the Association.

These targets will apply from the April following the policy approval and be reviewed on an annual basis.

| <b>Category</b>   | <b>Initial Response/Acknowledgement</b> | <b>Resolution</b>                        |
|---|---|--|
| A – Serious ASB – (Complaints classified under this category will include: drug dealing, assault, sex offences, harassment and violence towards neighbours or association staff.) | 1 working day                           | Proposing:<br>65 working days (3 months) |
| B – ASB (Complaints classified under this category will include: frequent disturbances, damage to property, threatening and abusive behaviour.)                                   | 1 working day                           | 40 working days (2 months)               |
| C – Nuisance Cases (Complaints classified under this category will include: complaints re children, infrequent disturbances, vandalism, and lifestyle clashes.)                   | 3 working days                          | 20 working days (1 month)                |

|  |                |                           |
|--|----------------|---------------------------|
| D – Estate Management and Other Breaches of Tenancy Conditions – (complaints classified under this category will include: abandoned cars, pet nuisance and refuse issues.) | 5 working days | 20 working days (1 month) |
|--|----------------|---------------------------|

These targets were agreed following general consultation with customers as part of the anti-social behaviour policy review.

## Cloch Equality Impact Assessment (EqIA)

### **Estate Management Policy**

|                                     |   |
|-------------------------------------|---|
| Author                              | Housing Services Manager  |
| Assessor / reviewer/ implementer    | All Cloch staff and Board Members   |
| Start Date                          | 24 <sup>th</sup> April 2017 (reviewed 1 <sup>st</sup> September 2020)   |
| End Date                            | {tbc}   |
| Relevance                           | The policy sets out the principles that the Association adopts in its aim to manage its housing estates effectively.  |
| Policy Aims                         | It is the aim of this policy to provide an overview of the comprehensive estate management service, which is effective in ensuring that the areas in which the Association operates are attractive, well-maintained and safe places to live. This Policy and the Procedure on Estate Management outline what the Association's position is and how we deal with certain estate-related issues   |
| Available Evidence                  | <p>At this time, we do not have complete data or other information to prove that the Estate Management Policy is disadvantaging any of our tenants.</p> <p>The policy itself does not have an adverse impact as far as we can tell at this stage, without clear data.</p>   |
| Evidence Gaps                       | It would be useful to have complete ethnicity profile of our tenants to analyse if any particular group is more likely to be affected by estate management issues. We will continue to gather relevant information about tenants at the sign up interview – however, this will take a long time to build up and allow us to make any meaningful analysis. We will make use of our three-yearly Tenant Satisfaction Survey data to confirm trends however this data is anonymous and we usually survey 60% of our tenant base so we cannot rely on this data to help assist with the provision of services to an individual. |
| Involvement and Consultation        | We consulted with staff and tenants on this policy during the review process.   |
| What is the actual / likely impact? | There is no indication in the data we hold that the policy affects groups differently. Further work may need to be undertaken to confirm this.  |
| Address the Impact                  | N/A   |
| Monitoring and review               | This policy is on a 3-year cycle.   |
| Action Plan                         | N/A   |
| Decision Making and Quality Control | Housing Services Manager, Director, Housing and Property Services Sub-Committee   |



| CLOCH HOUSING ASSOCIATION LTD                |  |
|--|--|
| <b>Policy Name</b>                           | Estate Management  |
| <b>Policy Category</b>                       | HM   |
| <b>Policy Number</b>                         | 039  |
| <b>Date Adopted</b>                          | 01/06/1998   |
| <b>This Review</b>                           | 24/11/2020   |
| <b>Next Review</b>                           | November 2023  |
| <b>Equalities Impact Assessment Required</b> | Yes  |
| <b>Link to other policies</b>                | Tenants handbook, Anti-Social Behaviour, Factoring, Complaints Handling Procedure, Void Policy |
| <b>Consultation</b>                          | Tenants & other service users  |
| <b>Need for Procedure</b>                    | Yes  |