

ESTATE MANAGEMENT POLICY

SEPTEMBER 2024



LANARKSHIRE
HOUSING ASSOCIATION LTD



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ESTATE MANAGEMENT POLICY

(*Note Lanarkshire Housing Association hereinafter referred to as LHA)

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ESTATE MANAGEMENT POLICY

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1.0 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 LHA's responsibility to inspect and maintain a quality standard within 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 of their home over and above their own individual property, their duty to respect the needs, interests and wishes of the surrounding community.

LHA recognises that problems will arise from time to time which may cause concern to tenants or friction between them. 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.

2.0 SCOPE

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

3.0 AIMS AND OBJECTIVES

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

- 3.1 Enable tenants and their household to live in well-managed and well-maintained housing with an environment that is attractive, safe, secure, free from nuisance, annoyance, intimidation and harassment in which people will want to live.
- 3.2 Ensure that tenants are aware of and accept their responsibilities regarding the upkeep of their homes and the surrounding area.
- 3.3 Ensure any enforcement action is lawful and consistent with the tenancy agreement and in line with good practice.
- 3.4 Promote partnership working with all the appropriate external agencies to develop and sustain safe and secure environments and to make the estates on which LHA has properties in places where people want to live.
- 3.5 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 so crime and nuisance is kept to a minimum.
- 3.6 Ensure that tenants are aware of our commitment to and responsibility for good estate management through the consultation and participation process.

4.0 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 and 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 the above fall within the sole remit of LHA but we have a clear responsibility to liaise with partner agencies to ensure a strong response in a timely fashion to any issues arising.

5.0 MANAGING OUR ESTATES

- 5.1 General - LHA ensure that our 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.
- 5.2 Estate Inspections - we will carry out annual estate inspection to identify any potential dangers on estates caused through vandalism and accidental or willful 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.
- 5.3 Regular Tenancy Visits - a program of annual tenancy visits to properties will be undertaken throughout each year. These will be used to assess the general condition of the properties and cleanliness of the areas in which LHA are located. The standard of work carried out by our contractors will also be assessed during these visits.
- 5.4 Void Properties - LHA have set targets to minimise void properties and have 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.

- 5.5 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.
- 5.6 Tenant Responsibilities - all tenants are 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.
- 5.7 Tenant Information - we will make available to all tenants' practical guidance on both the landlords and tenants obligations, useful information on safety and security in the home as well as how to be a good neighbour.
- 5.8 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 our obligations as a tenant and to discuss any issues the tenant wishes to raise about their tenancy, the features of the house and the location in which they live.

6.0 GARDENS

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

- 6.1 Monitoring - the condition of gardens will be monitored during estate visits and were found to be in an unacceptable condition the tenant will receive visiting card and/or warning letters for their action. Failure to respond to visiting cards or warning letters will result in LHA 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.
- 6.2 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.
- 6.3 Garden Assistance - in cases where a tenant is elderly or physically disabled LHA will offer advice and assistance on how to access the local authority garden assistance schemes access to the schemes will generally be subject to meeting a specific criterion with an associated cost.

7.0 VEHICLES

- 7.1 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.
- 7.2 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.

- 7.3 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 and 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.
- 7.4 LHA will order the re-instatement of any unauthorised driveways and the tenant shall be liable for all costs associated with reinstatement.
- 7.5 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.
- 7.6 Efforts will be made to contact the owners of abandoned vehicles left on ground owned by LHA to seek removal of such vehicles. If the owner fails to remove the vehicle LHA will contact the Local Authority who may take the vehicle into storage and/or dispose of it. Costs incurred in this connection may be recharged to the owner.
- 7.7 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 exceptions to this are where a disabled car parking space has been created for use by a person holding the appropriate Blue Badge parking permit or where the title deeds confirm that car parking spaces are designated to the property.

8.0 COMMON AREAS

- 8.1 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 obligation's inspections will be made during estate visits. Where tenants fail to meet this obligation, warning letters and/or visiting cards will be issued. Failure to respond to warning letters could result in LHA 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.
- 8.2 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, stair wells 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 LHA removing the item and billing the cost, plus any associated costs, to the tenant or tenants responsible.
- 8.3 Security - blocks of flats are provided with secure door entry systems. Where provided, they are for the safety and security of the tenants living in those blocks and the doors must be always kept secure.
- 8.4 Pest and Infestation - where pests or infestation is reported in common areas appropriate remedial action will be taken by our Property Service Team or contractors.

9.0 OPEN SPACES

9.1 LHA 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 LHA's estates are multi-tenured and often responsibility for repairs, maintenance and cleanliness of common areas may be shared between LHA and other owners. In such circumstances LHA may consult and/or liaise with other owners in respect of any estate management issues as may be required.

9.2 LHA has a 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.

9.3 LHA 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.

10.0 VANDALISM

10.1 LHA 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.

10.2 Where the identity of a perpetrator of acts of vandalism, to LHA's property, is a known member of a tenant's household, or visitor to a tenant's household, then LHA 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.

10.3 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.

10.4 Where incidents of vandalism are recurrent LHA will liaise with the police to consider appropriate action to minimise and ultimately stop the vandalism.

11.0 GRAFFITI

11.1 LHA will take early action to remove any graffiti which is brought to our attention and for which we have direct responsibility.

11.2 In areas where LHA 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.

12.0 KEEPING OF ANIMALS

12.1 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 LHA without our express approval in writing.

- 12.2 The keeping of animals by tenants is only permitted in accordance with LHA's policy on keeping pets.
- 12.3 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.
- 12.4 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.
- 12.5 The keeping of pigeons or erection of pigeon lofts is not permitted.

13.0 SATELLITE DISHES, TV AERIALS, CCTV and RING DOORBELLS

- 13.1 Tenants must seek LHA's permission for the installation of any of the above. Such permission shall not be unreasonably 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.
- 13.2 In the event that CCTV or ring doorbells have a visual and or sound recording facility the responsibility of managing the information captured lies with the tenant/customer. In these circumstances the General Data Protection Regulations (GDPR) apply.
- 13.3 LHA will not grant permission where the proposed recording equipment captures footage out of the boundary of your home e.g., in common areas such as closes, stairwells and gardens. This is due to the need to balance the privacy right of other customers and the public against your desire to protect your property.

14.0 GARDEN SHEDS, GREENHOUSES Etc.

- 14.1 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.
- 14.2 Where a structure, such as set out above, has been erected with permission and has since become dilapidated LHA 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 LHA taking steps to remove it and billing the tenant the cost of removal, plus any associated costs.

15.0 NEIGHBOUR DISPUTES

- 15.1 LHA recognises that disputes between tenants or between tenants and owners may arise from time to time because of differing lifestyles, understanding 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.

15.2 Where disputes cannot be resolved without intervention LHA may, with the approval of the parties concerned, investigate the allegations and if necessary, refer the matter to the relevant Local Authorities Anti-Social Behaviour Team.

15.3 Serious and persistent behaviour of an anti-social nature will be dealt with in accordance with LHA's Anti-Social Behaviour Policy. Where a formal warning has had no effect LHA 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.

16.0 EQUALITY & DIVERSITY

This Policy will always be carried out in accordance with LHA'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.

17.0 PUBLICISING AND AVAILABILITY

This policy is available on the LHA website, to Committee, 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.

18.0 MONITORING AND PERFORMANCE

Performance management is extremely important 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.

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.

19.0 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.

20.0 DATA PROTECTION AND GENERAL DATA PROTECTION REGULATION (GDPR)

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 25 May 2018, together with any domestic laws subsequently enacted.

We are notified as a Data Controller with the Office of the Information Commissioner and we are the data controller of any personal data that you provide to us.

Any questions relating to our privacy practices should be sent to enquiries@lanarkshireha.com or telephone 01689 269119.

21.0 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
Anti-Social behaviour Policy & Procedure
Estate Management Services to Owners Policy
Complaints procedure
Data Protection policy
Equality and Diversity policy

22.0 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

23.0 POLICY REVIEW

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

Lanarkshire Housing Association Equality Impact Assessment Tool



Name of the policy / proposal to be assessed	Estate Management Policy	Is this a new policy / proposal or a revision?	Review
Person(s) responsible for the assessment	Liz White		
1. Briefly describe the aims, objectives and purpose of the policy / proposal	<p>This policy will</p> <ul style="list-style-type: none"> • Enable tenants and their household to live in well-managed and well-maintained housing with an environment that is attractive, safe, 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 and consistent with the tenancy agreement and in line with good practice. 		
2. Who is intended to benefit from the policy / proposal? (e.g. <i>applicants, tenants, staff, contractors</i>)	This policy covers the rights of LHA tenants, recipients of a service from LHA, our employees and anyone who delivers a service on our behalf.		

<p>3. What outcomes are wanted from this policy / proposal ? (e.g. <i>the benefits to customers</i>)</p>	<ul style="list-style-type: none"> • Consistent approach to implementation of our landlord responsibilities, tenants' rights and compliance with legislative requirements, good practice and minimise organisational risk. • Support tenants who are finding difficulties complying with their tenancy responsibilities in relation to the environment and the communities in which they live. • Provide staff with clear guidance on how to resolve disputes pertaining to potential tenancy breaches and estate management issues.
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<p>4. Which protected characteristics could be affected by the proposal? (tick all that apply)</p> <p> <input checked="" type="checkbox"/> Age <input checked="" type="checkbox"/> Disability Marriage & Civil Partnership <input checked="" type="checkbox"/> Pregnancy/Maternity Race Religion or Belief Sex Gender Reassignment Sexual Orientation </p>

<p>5. If the policy / proposal is not relevant to any of the protected characteristics listed in part 4, state why and end the process here.</p> <p>Policy is complimenting and summarising tenancy obligations.</p>

	Positive impact(s)	Negative impact(s)
<p>6. Describe the likely positive or negative impact(s) the policy / proposal could have on the groups identified in part 4</p>		

<p>7. What actions are required to address the impacts arising from this assessment? (This might include collecting additional data, putting monitoring in place, specific actions to mitigate negative impacts).</p>	
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Signed: 

Housing Services Director 23/8/2024

Date the Equality Impact Assessment was completed:

Please attach the completed document as an appendix to your policy / proposal report