



Affordable homes.
Exceptional care.

**Trust Housing Association and Wishaw &
District Housing**

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Trust Housing Association Estate Management Policy

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1. Introduction

- 1.1 The Association takes a proactive approach to the management of our properties. Estate management is a vital part of the housing management role of the landlord and an important service to tenants and residents.
- 1.2 Estate management refers to the management of the Association's property, the surrounding areas and other services which aim to enable our tenants and residents to have a quiet enjoyment of their homes and a safe and secure living environment.
- 1.3 Estate Management encompasses a diverse range of issues such as: providing advice and assistance on tenancy matters and on services which enhance the local community (such as initiatives to reduce crime and environmental improvements); enforcing tenancy conditions; the management of communal areas and facilities in the Association's ownership; and the management and upkeep of the physical environment in the Association's ownership.
- 1.4 The Estate Management Policy applies to rented, shared ownership and mixed tenure developments owned or managed by the Association. Mid-Market Rent properties have a separate Estate Management policy.
- 1.5 The Association encourages service users to express their views about our services, and to influence decisions about the management of the services they receive.

2. Legal Background and Compliance

- 2.1 The Estate Management Policy meets with legislative and good practice requirements including.
 - Housing (Scotland) Acts 2001 - 2014
 - Antisocial Behaviour etc. (Scotland) Act 2004
 - The Equality Act 2010
 - The Scottish Secure Tenancies (Abandoned Property) Order 2002
 - Criminal Justice (Scotland) Act 2001
 - Data Protection Act 1998
 - The Civic Government (Scotland) Act 1982

2.2 Within the Scottish Social Housing Charter, the Scottish Housing Regulator has identified key indicators relevant to estate management by which it measures landlord performance, including the following:

- Estate management – tenants and other customers live in well-maintained neighbourhoods where they feel safe.
- Value for money - tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay

3. Expected Outcomes

3.1 Key outcomes of operating an effective Estate Management Policy include:

- ensuring that properties are well maintained, safe, secure and in line with the SHQS and EESSH.
- optimising customer satisfaction with service delivery; and
- delivering value for money.

4. Customer Involvement

4.1 We will promote our Estate Management Policy through our annual report and website. Where we plan to make significant changes to the policy and/or procedures, we will consult with tenants and owners affected by these changes via consultation exercises and our Customer Panel. As an Association, we are committed to working towards transparent self-scrutiny with our customers and providing the best level of service possible. We believe this will be achieved through active engagement and meaningful communication. Our commitment to supporting and engaging our customers, gives them the opportunity to take part, be heard and influence Trust's future.

5. Estate Management

5.1 To ensure that the stock and surrounding environments are maintained to the standards set by the Association, we will regularly evaluate:

- The external appearance and condition of the buildings and surrounding environment
- The internal appearance and condition of the buildings and their components, and the quality of any repairs and other services being delivered by Trust or external agencies
- Any health and safety risks or concerns.

5.2 Where issues of concern are identified, these will be progressed and

rectified where possible, or future remedial measures will be programmed and budgeted for accordingly.

- 5.3 To ensure that tenancy conditions are adhered to and that customers receive the support/advice required to sustain their tenancies, staff will ensure they build knowledge of the customers and properties for which they are responsible. Our staff will be approachable and will encourage customers to raise any issues or concerns.
- 5.4 Where necessary we will remind customers of their tenancy obligations and take steps to ensure they receive any support they may need in order to meet their tenancy responsibilities. We will enforce tenancy conditions where necessary – wherever possible we will respond to tenancy issues noted during a visit “on the spot” directly with the tenant concerned, during or immediately following the visit.

6. Policy Aims and Objectives

6.1 The aims of the Association’s Estate Management Policy are to ensure that:

- tenants, sharing owners and owners live in well-managed and maintained housing providing a secure, safe, clean and tidy environment.
- ensure that tenants, sharing owners and owners are made aware of, and accept, their responsibilities in relation to the upkeep of their property and surrounding environment.
- ensure that tenants, sharing owners and owners are aware of the Association’s responsibilities in relation to Estate Management.
- tenants, sharing owners and owners are satisfied with the Estate Management service provided by the Association,
- we provide opportunities for tenants, sharing owners and owners to feedback, to influence and to participate in decision making relating to estate management
- the upkeep of the housing stock and surrounding environments are managed and maintained to a standard which reduces the duration and level of void properties.

6.2 To achieve the above objectives the Association will:

- Work closely with tenants, sharing owners, owners, local tenant groups and estate representatives on the quality of estate management services provided.
- Closely monitor the performance of contractors regarding the upkeep of all common areas.
- Carry out regular surveys on the quality of all estate management services.
- Take every opportunity to encourage tenants, sharing owners and owners to contribute to estate management by participating at estate inspections.

- Involve tenants, sharing owners and owners in developing initiatives for the improvement of their local environment and amenities.
- Keep tenants, sharing owners and owners informed about activities affecting their community.
- Provide good quality information and advice on estate management services, including at the tenancy sign-up stage, new tenant visits, maintenance surgeries, information leaflets, newsletter articles and customer service standards.
- Carry out inspections of our housing developments, including annual estate inspections.
- Make the most effective use of internal recording systems including IT systems, email and standard pro-formas.
- Ensure staff maintain a visible presence throughout the Association's properties
- Be proactive and take appropriate and early action to enforce tenancy conditions where applicable.
- Work closely with other agencies and statutory bodies with the aim of ensuring that the Association's housing developments and surrounding environment are well looked after.
- Ensure good relationships are developed with tenants, sharing owners and owners to encourage interest and involvement within their area for the mutual benefit of both the Association and the local community; and
- Encourage feedback on services and publish findings from surveys and visits.

7. Tenant Responsibilities

- 7.1 Section 2, 3 and 5 of the Scottish Secure Tenancy Agreement stipulates tenant responsibilities in terms of the use of their house and common parts; respect for others living within the estate and their obligation/s in relation to repairs, maintenance, improvements, and alterations. We will take prompt action against tenants who breach their tenancy agreement. This action will initially be a warning letter or a meeting with the tenant to discuss the issues. In the event of the tenant continuing to breach the agreement, the action will become more serious and may lead to legal action such as an Anti-Social Behaviour Order (ASBO) or a Notice of Proceedings that could ultimately lead to eviction (our Estate Management Procedures contain fuller details of these responsibilities). In situations where a tenant/s is not adhering to their area management obligations, we will actively engage with Police Scotland, the Local Authority, and other agencies to help us in tackling area management issues.
- 7.2 We will work closely with all new tenants to ensure they are fully aware of their responsibilities under their tenancy agreement and how they should comply with them.

- 7.3 We will provide our new tenants with advice and help when they sign up for their new home. This will include advice on all statutory rights that they have, such as the Right to Repair and the Right to Compensation for Improvements.
- 7.4 We will give advice on all aspects of area management and their specific responsibilities as stated within Section 2, 3 and 5 of the Scottish Secure Tenancy Agreement.
- 7.5 We will seek to contact new tenants within 6 weeks of their tenancy start date.
- 7.6 During the visit we will ensure that the tenant is made fully aware of their area management responsibilities under their tenancy agreement.
- 7.7 We will work closely with all known vulnerable new tenants and vulnerable existing tenants to ensure that they receive the necessary support to help them in following the area management conditions of their tenancy agreement.
- 7.8 Section 2, 3 and 5 of the Scottish Secure Tenancy Agreement stipulates tenant responsibilities in terms of the use of their house and common parts; respect for others living within the estate and their obligation/s in relation to repairs, maintenance, improvements, and alterations. We will take prompt action against tenants who breach their tenancy agreement. This action will initially be a warning letter or an interview with the tenant to discuss the issues. In the event of the tenant continuing to breach the agreement, the action will become more serious and may lead to legal action such as an Anti-Social Behaviour Order (ASBO) or a Notice of Proceedings that could ultimately lead to eviction (our Estate Management Procedures contain fuller details of these responsibilities). In situations where a tenant/s is not adhering to their area management obligations, we will actively engage with Police Scotland, Local Authorities, and other agencies to help us in tackling area management issues.
- 7.9 We will work closely with all new tenants to ensure they are fully aware of their responsibilities under their tenancy agreement and how they should comply with them.

8. Abandonment of a Property

8.1 Definition of abandonment

A property is abandoned where:

- the house is unoccupied; and
- the tenant does not intend to occupy it as their principal home.
- the tenant has not followed the termination process as stated in their tenancy agreement.

8.2 Where Trust has reasonable grounds for believing that a property has been abandoned, it has the right to forcibly enter at any time to secure the house and any fittings, fixtures, or furnishings against vandalism. Trust will recover

possession following the procedures specified in Section 18 of the Housing (Scotland) Act 2001, by serving an abandonment notice.

- 8.3 The abandonment notice will be served on the tenant at their last known address in person by Trust staff or via recorded delivery post, depending on the location. In the meantime, during the four-week period stipulated in the notice, Trust staff will make every attempt to contact the tenant or to make any other inquiries necessary to satisfy themselves that the tenant has left the property and does not intend to return to occupy it. Such inquiries will be fully documented and may include contacting members of the tenant's family, neighbours, employers, health boards, police, schools, etc.
- 8.4 If the tenant contacts Trust within this four-week period, they will be reminded of their obligation to occupy the property as their principle home and asked either to confirm in writing their intention to return and live there and meet their tenancy conditions in full, or to end the tenancy. If, however, at the end of the four-week period all efforts to contact the tenant have proved unsuccessful, Trust will consider the property to have been abandoned. A further notice will then be served on the tenant bringing the tenancy to an end with immediate effect. Trust will then take possession of the property without any further proceedings.
- 8.5 If new information comes to light after the serving of this second notice and the property has not yet been relet, Trust may choose to withdraw the notice and reinstate the tenancy.
- 8.6 Trust will take a full inventory and assess the value of any belongings left in an abandoned property. As per the Scottish Secure Tenancies (Abandoned Property) Order 2002, where belongings are found in the repossessed property, Trust will immediately serve a notice on the tenant, via recorded delivery post or by leaving it in person at their last known address, advising that the items are available for collection by the tenant or their agent at a specified place for up to 28 days from the serving of the notice. If the belongings are not collected Trust may dispose of them after the 28 days, but not earlier than the repossession date. On collection of their belongings, tenants will be liable to pay any costs incurred by Trust for the uplifting and storage of the items.
- 8.7 After the 28 days, if the belongings have not been collected and their value, if sold, is estimated to be greater than the cost of storage plus any outstanding rent arrears, Trust must arrange for them to be removed and stored for up to a maximum of six months from the date the property was repossessed. However, if the value is insufficient to cover the cost of removal and storage, the goods will be disposed of.
- 8.8 At any time during this six month period, the tenant, or any other person who appears to Trust to have a right of ownership or of possession of the items, can arrange to take delivery of the them, provided that a payment equal to the storage costs incurred is made to Trust.

- 8.9 In the event of any stored belongings not being claimed within six months, they may be disposed of at Trust's discretion, which may include selling them. Any costs incurred to Trust, plus the amount of any rent arrears owed, can be deducted from the proceeds of such a sale.
- 8.10 Trust must maintain a register of houses in which belongings have been found. A property will remain on the register for a period of five years from the date on which Trust took possession of it. The register will be available for public inspection.
- 8.11 A tenant whose house has been repossessed through the abandonment procedures will have the right of appeal to the Sheriff Court within 6 months after the date of termination of the tenancy
- 8.12 If the court finds that Trust did not comply with the provisions set out in Section 18 of the Housing (Scotland) Act 2001, or acted wrongly or unreasonably in determining a property to be abandoned, they will order Trust to continue the tenancy.
- 8.13 Where the court finds in the tenant's favour, but the property has been let to a new tenant, Trust must provide the tenant with other suitable accommodation.
- 8.14 Where there are reasonable grounds to believe that a joint tenant (the abandoning tenant) is not occupying the property and does not intend to occupy it as their principal home, Trust will end their interest in the tenancy in the same way as for a sole tenant. etc.
- 8.15 If, at the end of the four-week period from the serving of the first notice, Trust is satisfied that the abandoning tenant is not occupying the property and does not intend to, a further notice will be served on the abandoning tenant ending their interest in the tenancy. The abandoning tenant's interest in the tenancy will be ended no earlier than eight weeks after the date of service of the second notice. Copies of both the first and second notices must also be served on each joint tenant.
- 8.16 An exception to the above would be where there is a dispute over who should live in the property under the Matrimonial Homes legislation. Under these circumstances, abandonment procedures should not be followed; instead, where the tenants cannot agree, the Court will decide who should keep the tenancy.
- 8.17 A joint tenant can appeal to the court up to eight weeks after the date of service of the final notice. Where the court finds in the joint tenant's favour, Trust must provide the joint tenant with other suitable accommodation.

9. Pets

- 9.1 The Association understands that many tenants and households benefit from

keeping a domestic pet. However, pets not properly cared for, controlled, and supervised can cause a great deal of distress and nuisance to other residents as well as compromising the safety and appearance of the local environment.

- 9.2 Tenants must apply in writing to the Association for permission to keep a pet.
- 9.3 We will not normally refuse permission, and we will tell tenants about any term and conditions that apply. We will also reserve the right to refuse, or withdraw, permission for some pets in certain locations, or where a tenant has failed to manage the animal appropriately.
- 9.4 Livestock are not categorised as pets and are not considered suitable in our properties

10. Gardens

- 10.1 It is a condition of tenancy that the tenant (and each joint tenant) who has exclusive or shared use of a garden has a responsibility to maintain it and prevent the garden from becoming overgrown, untidy, or causing nuisance.
- 10.2 The Association will take appropriate action against households that do not maintain their garden, including the Association carrying out remedial work and recharging the costs to the tenant or raising legal action for a breach of tenancy. Owners who continually do not maintain their garden to an acceptable may be referred to external agencies such as the Local Authority's, Environmental Services.
- 10.3 Tenants and sharing owners who are unable to maintain their garden due to ill-health, mobility, or disability will be eligible to apply for inclusion in the Association's Care of Garden Scheme.
- 10.4 Gardens at our staffed developments and in some amenity/general needs properties are maintained by contractors engaged by Trust.
- 10.5 It may be possible for an individual tenant to tend a small area of garden at the development. Any request to do this should be made in writing to the Property Officer. The Property Officer should discuss this with the Co-ordinator or Manager before agreeing to the request.

11. Communal Areas and Open Landscapes

- 11.1 All Association staff have a shared responsibility for looking after the Association's neighbourhood and properties by reporting anything they see which causes concern. Those staff who undertake Estate Management visits will be primarily responsible for responding to and dealing with estate management matters, however, other staff will support this policy objective throughout the course of their work by highlighting any matters of concern they identify.

- 11.2 Those staff who undertake Estate Management visits will be in the neighbourhood on a regular basis whilst undertaking home visits for tenancy matters, repair inspections, tenant meetings, tenant interviews and planned estate inspections.
- 11.3 Those staff who undertake Estate Management visits will organise and attend pre-arranged estate inspections annually and which satisfy any insurance requirements. Issues arising and actions required will be recorded.

12. Play Areas

- 12.1 Play areas provided by the Association are for the use of the children that live in the houses owned and managed by the Association and residents in the area are expected to ensure that the equipment provided is not misused and damaged by their children. Residents are also responsible for the conduct of visiting children that are using the play areas at the invitation of the tenant/owner or their children.
- 12.2 The Association will take every precaution to ensure that the play areas are kept in a safe condition and will endeavour to ensure that play areas are inspected on a regular basis to identify any damage to the equipment and to remove any hazards as quickly as possible. This will form part of the Landscape Maintenance Contract.

13. Owner Responsibilities

- 13.1 Deed of conditions give full details of owner responsibilities in relation to area management. This includes what owners can and cannot do and what they must request permission for.

14. Anti-Bribery

- 14.1 The Association is committed to the highest standards of ethical conduct and integrity in all its activities and, to ensure compliance with the Bribery Act 2010, it has introduced an Anti-Bribery policy and procedures. These must be adhered to by all employees, Board Members, and associated persons or organisations acting for or on behalf of Trust when undertaking any actions referred to in this policy.

15. Data Protection

We will comply with the provisions of the Data Protection Act 2018, which gives individuals the right to see and receive a copy of any personal

information that is held about them by the Association and to have any inaccuracies corrected.

16. Equality, Diversity & Inclusion

- 16.1 As Leaders in Diversity, Trust aims to promote equality and diversity and operate equal opportunities policies which inform all aspects of its business. It will ensure that it adheres to the Equality Act 2010 by being committed to equal and fair treatment for all and opposed to any form of unlawful discrimination.

As such, in considering this policy, no one will be treated differently or less favourably than others because of any of the protected characteristics as listed in the Equality Act 2010:

- Age
- Disability
- Gender reassignment
- Pregnancy and maternity
- Race
- Religion and belief
- Sex
- Sexual orientation; or
- Marriage and Civil Partnership

Or because of any other condition or characteristic which could place someone at a disadvantage were it to be taken into account, unless this can be objectively justified in terms of the legislation.

Trust will make reasonable adjustments for disabled people where necessary and possible to do so.

Upon request, Trust will make information on applying for housing available in alternative formats, such as large print, tape, Braille to overcome communication barrier.

Trust will use Happy to Translate tools and procedures to help overcome a language barrier.

17. Policy Review

- 17.1 This policy will be reviewed on a three-yearly basis. The purpose of the review is to assess the policy's effectiveness and adhering to current legislation and good practice and identify any changes which may be required.

18. Document References

- 18.1 In all of the Association's official documents, where references are made to specific job titles, roles, groups or committees, such references shall be deemed to include any changes or amendments to these job titles, roles, groups or committees resulting from any restructuring or organisational changes made within the Association (or, where this policy also applies to another member of the Trust group, made within that group member) between policy reviews.