

## SERVITE HOUSING ASSOCIATION

### ESTATE MANAGEMENT POLICY

<b>Policy Guardian:</b>	Housing Services Director
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# **SERVITE HOUSING ASSOCIATION LTD**

## **POLICY STATEMENT: ESTATE MANAGEMENT**

### **1. Introduction**

- 1.1 The Association recognises that Estate Management is a vital part of the housing management role of the landlord and an important service from tenants and other residents' viewpoint.
- 1.2 In terms of the Association's policy, estate management refers to property management and other services which aim at enabling our tenants and residents to have a quiet enjoyment of their homes and a decent, 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 all rented, shared ownership and mixed tenure developments owned or managed by the Association.

### **2. Aims and Objectives**

- 2.1 The aims of the Association's Estate management Policy is to ensure that:
  - Tenants, sharing owners and owners live in well managed and maintained housing providing a decent, 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 made 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 in order to influence and participate in decision making relating to estate management,
  - The upkeep of the housing stock and surrounding environment are managed and maintained to a standard which reduces the duration and level of void properties,
- 2.2 To achieve the above objectives the Association will:

- Work closely with tenants, sharing owners, owners, local tenant groups and estate representatives regarding the quality of estate management services provided,
- Closely monitor contractors' performance regarding the upkeep of all common areas,
- Carry out regular surveys on the quality of Estate Management services,
- Take every opportunity to encourage tenants, sharing owners and owners to contribute to estate management by participating at the annual 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, regular surgeries, information leaflets, newsletter articles and customer service standards,
- Carry out regular inspections to our housing developments, including annual estate inspections and surgeries by Housing and Property Services staff,
- Establish clearly defined roles for Housing Services staff and encourage them to communicate effectively and to take on joint ownership of Estate Management services,
- Make the most effective use of internal recording systems including email and standard pro-formas,
- Ensure staff maintain a visible presence throughout the Association's housing developments,
- 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.
- Encourage feedback on services and publish findings from surveys and visits.

### 3. **Legislation & Regulatory Framework**

- 3.1 The Estate Management Policy meets with legislative and good practice requirements including:

**The Scottish Secure Tenancy (SST)** – the Association can exercise direct control over its tenants via the terms of the SST. The purpose of this is to protect the interest of tenants, the wider community and the Association.

**Schedule 7, Housing (Scotland) Act 2001 (Gifts or Hospitality)** – when involved with estate management activities, staff and Committee of Management members involved in the process must ensure that there is no conflict of interest. If there is any doubt or a conflict of interest arises, staff will liaise with their line manager and Committee of Management members will liaise with the Chairperson.

**Data Protection Act 1998** – within the terms of this Act, the Association will ensure that information provided by a tenant, sharing owner or owner, or sought by the Association regarding Estate Management is treated in accordance with the Association's Data Protection Policy.

Under the provisions of the Act, individuals have 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.

**Freedom of Information Act (Scotland) Act 2002:** entitles members of the public to receive information that they request from a public authority, subject to certain exemptions such as the need for the protection of personal data, commercial sensitivity or national security. Although not bound by the Freedom of Information Act (which currently does not extend to RSLs), SHA is not bound by but aims to meet the spirit of the legislation. This Act supersedes the Access to Personal Files Act 1987.

3.2 The Estate Management Policy complies with the following Scottish Housing Regulator Performance Standards:

**AS1.10** – 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.

**GS1.2** – we have high-quality written policies and procedures to guide our actions.

**GS1.3** - we actively strive for continuous improvement in all we do.

**GS2.2** - we have published and are implementing a sound strategy for encouraging and supporting tenants, residents and service users to participate actively in all areas of our work. We support tenants who take an active interest in managing their homes.

**GS3.1** – we place the people who want to use our services at the heart of our work. We treat people with respect and are responsive to their views and priorities.

3.3 The Estate Management policy supports the strategic requirements of the Association's Business and Strategic Development Plans and links to the Association's Tenant Participation Strategy, Void Management Policy, Equal Opportunity Policy and Risk Management Strategy.

#### **4. Procedures**

This policy is supported by detailed Estate Management procedures which include information and guidance for staff covering the following areas:

- the provision of quality information and advice,
- the frequency of estate management visits by Housing and Property Services staff,
- defining the roles and responsibilities of Housing and Property Services staff,
- new tenant visits,
- house inspections,
- holding regular customer surgeries,
- holding annual estate management inspections,
- monitoring the standards of cleaning of communal areas, windows, communal landscape maintenance and the general environment,
- upkeep of gardens areas,
- keeping pets,
- condition of bin store areas,
- car parking, (*additional information on Car Parking is provided as an Addendum*)
- abandoned vehicles,
- vermin and other infestations,
- feeding birds,
- dealing with dumping of large items,
- dealing with graffiti,
- arrangements for snow clearing,
- lock-up garages,
- hazardous materials,
- Housing Officer's Estate Management budget, and
- involving other agencies.

- 4.1 The Association will ensure that all staff receive the appropriate training and support in order to meet the requirements of this policy and related procedures.

#### **5. Equal Opportunities Implications**

- 5.1 The Association will ensure the promotion of equal opportunities by publishing information in different community languages and other formats such as large print, tape and Braille, as required.

- 5.2 The Association will ensure that no individual is discriminated against on grounds of sex or marital status, on racial grounds, or on grounds of disability, age, sexual orientation, language or social origin, or other personal attributes, including beliefs, or opinions, such as religious or political beliefs.

- 5.3 All communication with tenants or other customers will be in 'plain language' and it will be made clear who the most appropriate person is to contact in the event of a query. The Association will make appropriate arrangements for communicating with tenants and other customers who have special needs such as people with sight, hearing or learning difficulties, for example by using signers.

## **6. Sustainability Implications**

- 6.1 This policy has no direct sustainability implications.

## **7. Risk Management**

- 7.1 The Management Committee will consider the risk management factors of Estate Management including:

- Non-compliance with The Scottish Housing Regulators Performance Standards,
- The potential harm to the Association's reputation as a provider of quality housing developments as a consequence of not introducing this policy.

## **8. Tenant Participation**

- 8.1 The Association has consulted with tenants and staff when formulating the Estate Management Policy and Procedure in accordance with the regulatory and legislative requirements of the Housing (Scotland) Act 2001.

- 8.2 Estate Management is an area of our work where partnership with tenants, sharing owners and owners and tenants / resident groups has the potential to extend tenant involvement and to encourage tenants, sharing owners and owners to take part in this and other aspects of the Association's work. Staff will promote the Estate Representative scheme and ensure tenants feel supported in taking on this vital role.

## **9. Complaints Procedure**

- 9.1 Any tenant, sharing owner and owner may submit a complaint, using the Association's complaints procedure if it is felt that the Association has failed not to correctly apply the Estate Management policy.

## **10. Performance Monitoring**

- 10.1 The Director of Housing Services will have overall responsibility for monitoring standards covering this policy and provide an annual report to the Management Committee to include items such as:

- Results arising from the annual estate inspections and regular customer surgeries,

- Housing developments where standards of upkeep give cause for concern, and remedial action(s) proposed or implemented,
- Any other significant matters arising,
- Monitoring trends,
- Checking that the service is effective and fair to all tenants, sharing owners and owners, and
- Customer feedback regarding the Estate Management service.

## **11. Policy Review**

- 11.1 In carrying out this review staff set up a tenants Focus group and used feedback from previous years visits to inform and develop policy changes and improvements.
- 11.2 The Association will carry out a further review of the Estate Management Policy in 2013. Amendments may be made as required following consultation with service users and other agencies.

## **CAR PARKING ON SERVITE ESTATES**

### **(ADDENDUM TO THE ESTATE MANAGEMENT POLICY)**

#### **1.0 INTRODUCTION**

- 1.1 Car parking areas provided as part of Associations estates are for the express use of Servite residents who live on those particular estates, together with any of their visitors. The Association does not charge for parking a vehicle on these sites and usage is therefore very much on a "first come, first served" basis. Parking spaces are not designated for individual use. Users must comply with clause 2.15 + 3.14 of the Scottish Secure Tenancy agreement and not do or allow to be done anything that would cause a nuisance to adjoining residents or other users of the car parking area. Any untaxed vehicles left on these sites will be removed by the Association.
- 1.2 The Association however recognises that issues of access and mobility can be a priority for people with disabilities, particularly where the disability impairs an individual's ability to walk, and that, as a result, an individual with a disability may need to park their car closer to their home. We also accept that that an able-bodied person may wish to park close to their home for reasons of amenity, convenience and security.
- 1.3 The purpose of this policy is to define the circumstances in which the Association will provide car parking spaces for the use of people with disabilities.

#### **2.0 BACKGROUND**

- 2.1 **Current Parking Provision**  
We provide, within our newer housing developments, a number of properties with individual parking spaces. At the majority of our other developments, we also provide a number of parking spaces as communal resident or visitor parking provision. We have also designated a number of spaces within each development that are specifically intended for use by people with disabilities. The provision of such parking spaces is set out in general in the Association's design brief and the specific provision will be agreed with the local authority at the planning of each new-build development.
- 2.2 **Designated disabled parking**  
With the parking provision as set out above, there may still be occasions on which an individual with a disability requests the Association to designate a parking space for their use and that this be shown by marking the space accordingly. This request can only be considered for spaces within communal or visitor-parking areas that are within the ownership and management of the Association. Marking of spaces on publicly adopted roads is the responsibility of the local authority and a request should be made by the tenant, owner or sharing owner to the local authority.

If an application is made and there are no parking spaces within the ownership and management of the Association, the applicant will be referred to the local authority to initially explore the option of designating a public space.

- 2.3 In – curtelage parking  
Where the individual has a specific parking space allocated within the curtelage of their home, for their exclusive use, the Association will not allocate any further communal or visitor spaces for that resident.

### **3.0 APPLYING FOR A DESIGNATED PARKING SPACE**

- 3.1 The Association will consider marking a space for the use of people with disabilities if the resident completes the application form and confirms:
- That they reside at an address close to where the marking is requested
  - That they are the driver of a vehicle or that the driver of the vehicle they use permanently resides at the same address as they do
  - That the vehicle that they wish to park must normally be kept at their address
  - The applicant must have higher rate DLA and /or Vehicle excise duty exemption
  - That the applicant has real and persistent difficulty in parking at or near their home.
- 3.2 Considering the Application  
On receipt of an application, the Association will consider whether the applicant's need can be met without compromising road safety and safe vehicular and pedestrian movement within the development. This may involve consultation with local authority road engineers. Clearly if the request cannot be met without compromising safety, it will not be carried out.
- 3.3 Limitations on the Provision of Designated spaces  
The Association will not support the designation of a space if this would result in more than 15% of the visitor and communal spaces in the development being designated as spaces for use by people with disabilities.

### **4.0 SEEKING AGREEMENT WITH THE LOCAL AUTHORITY**

- 4.1 The Association will seek the agreement of the local authority to carry out the designation of the parking area under a Road Traffic Order, despite the area in question being off-street parking. Where the local authority agrees to do so, the local authority will carry out administration and enforcement of the parking restriction.
- 4.2 Where the local authority will not designate the space under a Road Traffic Order, the Association will do so if all the criteria set out above are met. On completion, however, we cannot guarantee that the space will be reserved for the exclusive use of the applicant. Because of the communal nature of the parking areas, other people with disabilities who are entitled to do so may use it.

### **5.0 DEALING WITH SIMULTANEOUS APPLICATIONS**

- 5.1 Where two or more spaces are being considered at the same time in the same development, we will bear in mind that it may not be possible to provide all the requested spaces and therefore a compromise location that is equidistant between the applicant's homes may be a fair solution.
- 5.2 Parking by people without disabilities will be considered as abuse of the space and we will take reasonable steps to try and ensure that the space remains

available for people with disabilities, through advice, information and consultation with local residents. However the Association has no legal powers to remove or penalise vehicles that should not be parked there.

- 5.3 If the space has been designated under a Road Traffic Order, then it is an offence for it to be abused.

## **6.0 DRIVEWAYS AND GARGES FORMING PART OF A RENTED PROPERTY**

- 6.1 If a parking area is provided in the form of a driveway to a particular property and the resident has sole use of that drive, then motor cars or light vans which are used solely for private purposes may be parked on the car parking spaces. The number of vehicles on the driveway should not exceed the maximum spaces allotted. The vehicle(s) must be taxed, insured and in a roadworthy condition.

- 6.2 Garages which are part of the dwelling or are located on land which forms part of the property will be included in the tenancy for the property. In such cases new tenants will have no choice as to whether they accept the garage as part of the tenancy. The rent for the dwelling will normally include an additional charge for the use and occupation of the garage.

## **7.0 PARKING IN COMMUNAL CAR PARKING AREAS**

- 7.1 On developments where parking is provided in communal areas, parking will be on a 'first come first served' basis and a maximum of two private motor cars or light vans for each resident, which are used solely for private purposes. These must be taxed, insured and in a roadworthy condition. Where practicable, and upon request, people with disabilities will be allocated their own parking space to take into account considerations such as manoeuvrability and distance from their home.

- 7.2 On some developments, and in consultation with residents and in agreement with the Housing Officer, local parking policies can be adopted. These may include the use of parking permits or the provision of painted, designated car parking spaces. These policies are scheme specific but must comply with the Associations policy on Equal Opportunities. Local parking policies can be adapted to suit any scheme with a communal parking area at the request of the residents.

- 7.3 Where there is ample parking for residents, the Association may decide to allocate spaces for visitors and these will most likely be those spaces that are least desirable to residents.

- 7.4 On shared ownership developments where there is shared parking, regard must be made of the lease arrangements for the allocation of spaces. Houses that come with parking spaces will be subject to the same conditions as tenants whilst we still hold an interest in the property.

## **8.0 GARAGES IN COMMUNAL AREAS**

- 8.1 On developments where there is one garage for each dwelling the garage will be included in the tenancy for the property. In such cases new tenants will have no choice as to whether they accept the garage as part of the tenancy. The rent for

- the dwelling will include an additional charge for the use and occupation of the garage.
- 8.2 On some developments, and in consultation with residents and in agreement with the Housing Services Director a local policy for allocating garages separately from the tenancy of the property may be adopted. If such a change is agreed it will apply to all future lettings as properties become vacant and will not affect the tenancy of existing tenants.
- 8.3 On existing developments where there are fewer garages than dwellings, and there are not enough garages to satisfy demand, a waiting list will be established. Garages will be allocated to tenants according to the date of applications, earliest first, except that:
- Priority will be given to the Association's tenants.
  - Applicants will not be allocated a second garage unless there is no demand from applicants without a garage.
  - Applicants with an urgent medical or social need for a garage or second garage can be given priority at the discretion of the Housing Services Director.
  - Applicants who are in rent arrears will not be offered a garage.
- 8.4 Where there are developments on which garages are vacant and there is no waiting list, tenancies can be offered generally.

## **9.0 TENANCY CONDITIONS AND ENFORCEMENT**

- 9.1 The car parking and garage provision and policy are explained to the tenant at the lettings interview and forms an express condition in the tenancy agreement. The parking of any vehicles, other than roadworthy, private motor cars or light vans, is prohibited.
- 9.2 It is a condition of the tenancy agreement that entrances and roadways are always kept clear to allow other vehicular and pedestrian access, in particular to allow access for the Emergency Services.
- 9.3 It is a condition of the tenancy agreement that, residents must not carry out any vehicle repairs or maintenance, on or near the home, except minor maintenance to their own car or light van. In particular they must not carry out vehicle repairs for other people or as part of a business.
- 9.4 Tenants are prohibited from parking any vehicle, including a caravan, trailer or boat without the permission of the Association. Consent will only be given in exceptional circumstances.
- 9.5 All tenancies with garages let as part of the dwelling require that the garage is used only for the storage of roadworthy motor vehicles and not for any other storage.
- 9.6 Where the letting of the garage forms part of the tenancy agreement, the written permission of the Association is required for any subletting of a garage. Approval is subject to the requirement that vacant possession is given at the end of the tenancy. The tenant shall remain responsible for ensuring that the sub-tenant complies with the terms of the tenancy.

- 9.7 If a tenant contravenes any of these tenancy conditions, the Association can take legal action against the tenancy including the use of 'specific implements'. The Association has procedures in place to be followed by staff to enforce tenancy conditions.

## **10. GARAGE TENANCY AGREEMENT**

- 10.1 In all cases, where a garage is let separately from a property, the tenant will be required to enter into a garage tenancy agreement. Garages let separately from dwelling tenancies cannot be sublet.
- 10.2 The Association will not normally end the tenancy unless the tenant agrees or there is a breach of tenancy conditions. As the tenancy is not for a property the tenant has no security of tenure and the tenancy can be ended by the Association giving one months notice to quit.
- 10.3 **Rent Reviews**  
In line with the Association's policy on rent setting rents for garages that stand alone will be reviewed annually on the 1st June.
- 10.4 **Rent Arrears**  
In line with the Association's policy on arrears of rent and other charges arrears of garage rent will be pursued following the same guidelines. Where arrears remain, garages let on separate tenancies will be ended by the Association.
- 10.5 **Repairs**  
Any repairs or maintenance required to a garage will be carried out in line with the Policy on Repairs and Maintenance.
- 10.6 **Monitoring of Arrears**  
Garage rent arrears will be monitored as part of the general arrears process.
- 10.7 **Monitoring of Voids**  
Garage voids will be monitored as part of the general void monitoring process on a monthly basis

## **11.0 UNATHORISED OR INCONSIDERATE PARKING BY NON TENANT**

- 11.1 If a person, who is not the tenant or person who resides with the tenant, parks a vehicle without permission on communal parts of a housing development which does not form part of the public highway, then they are causing a nuisance and therefore action in accordance with the policy on Antisocial Behaviour should be considered.
- 11.2 If an unauthorised vehicle is parked on the Association's land, every effort will be made to contact the owner of the vehicle to make them aware of the trespass before arranging its removal and storage or disposal.
- 11.3 The Association can seek legal advice to remedy the trespass and it may also arrange to remove the vehicle.

## **12.0 DEALING WITH ABANDONED VEHICLES**

- 12.1 This section should be read in accordance with Associations Estate Management procedures on dealing with abandoned vehicles.
- 12.2 If a vehicle appears to have been abandoned on the Associations land, the Association will make every effort to contact the owner and persuade them to remove it. However, the Association will take account of the physical condition of the vehicle and if it is considered to pose a danger to local residents the Association may arrange its immediate removal by contacting the Local Authority. In these circumstances photographic evidence of the condition of the vehicle will be taken and retained by the Housing Officer.
- 12.3 If the vehicle does not pose a danger to local residents a formal warning will be placed on the vehicle and every effort will be made to contact the owner including contacting the DVLA for owner details. If despite all of these efforts, the vehicle is not removed, the Association will arrange with the Local Authority to remove and dispose of it.
- 12.4 In both of these instances, and where practicable, the registered owner of the car will be contacted and re-charged any cost to the Association for disposal.

## **13.0 VEHICLES ABANDONED ON THE PUBLIC HIGHWAY**

- 13.1 Vehicles abandoned on the public highway will be reported to the local authority or the police who will take appropriate action.

## **14.0 MAINTENANCE AND CLEANING OF PARKING AREAS**

- 14.1 Where there is a service charge made for the cleaning of communal car parking areas, the Association will ensure that these are cleaned regularly. The communal areas are subject to regular inspection by an officer of the Association and any maintenance required should be dealt with according to the Associations' maintenance and repairs policy.