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LOCHALSH AND SKYE HOUSING ASSOCIATION

# **Estate Management Policy**

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<b>APPROVED BY:</b>	<b>Management Committee</b>
<b>REVIEW DATE:</b>	<b>September 2011</b>

# **ESTATE MANAGEMENT POLICY**

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## **ESTATE MANAGEMENT POLICY**

### **1. INTRODUCTION**

- 1.1 The Association recognises that effective Estate Management is a vital part of its role as a landlord and that the delivery of Estate Management, often in conjunction with other agencies, will assist greatly in promoting and sustaining safe, secure and desirable communities.
- 1.2 Estate Management is defined as property and environmental management and services designed to give tenants and residents quiet enjoyment of their homes in a safe, secure and decent environment. This goes beyond the physical care, repair and improvement of the built environment. It also includes the provision of good, clear advice and information to tenants and residents, effective liaison with tenants and residents and ensuring that our estates provide a safe environment for all those who may visit, use or enter Association land or property.
- 1.3 Estate Management covers the following:-
- Providing advice and information on the rights and responsibilities of the Association and of tenants and residents.
  - Enforcing tenancy conditions, occupancy agreement conditions and deeds of conditions in a firm, fair, prompt, consistent and sensitive manner.
  - Providing advice to tenants and other residents on services which may be available to enhance or improve their environment.
  - Consulting tenants and other appropriate parties on Estate Management issues and ensuring that our services are appropriate to local needs.
  - Agreeing and meeting standards for the management of all assets in the ownership of the Association.
  - Working in partnership with individuals and agencies to ensure that Estate Management standards are achieved.
- 1.4 The Estates Management Policy does not sit in isolation and clearly interfaces with our Tenancy and Occupancy Agreements, Repairs and Maintenance, Health and Safety, Void Management, Tenant Participation, Anti-Social Behaviour and Factoring policies.
- 1.5 A range of procedures support this Policy document to ensure a consistent and effective approach to service delivery.

### **2. AIMS AND OBJECTIVES**

- 2.1 This Policy aims to ensure that:-

- Tenants and residents can live in their homes in a safe, secure and decent environment.
- Good relationships are developed between the Association, our tenants and sharing owners and adjoining residents.
- Our properties and the surrounding environment are managed and maintained to agreed standards and enhance tenant and resident satisfaction.
- The length of time that properties are vacant is minimised.
- Estate Management services are planned, adequately resourced, effectively budgeted, controlled and monitored.

### 3. **EQUAL OPPORTUNITIES**

- 3.1 This Policy will be delivered in a way which recognises and respects diversity and in accordance with the Association's Equal Opportunities Policy.

### 4. **RESOURCES**

- 4.1 The effective delivery of this Policy is dependant upon:-

- Good quality design and construction of developments.
- A responsive and effective Reactive Repairs service.
- A Planned Maintenance Programme including provision for Cyclical and Major Repairs.
- Regular inspections by staff and agents of individual properties and estates to quickly identify issues and take appropriate and preventative or remedial action.
- The effective provision of Ground Maintenance services.
- The effective provision of Communal Cleaning services.
- Tenants' and Sharing Owners' adherence to their tenancy and occupancy agreements.

- 4.2 The Association will closely monitor the impact and quality of the services it provides, either directly or through agents, including the use of surveys and other means to record tenant and resident satisfaction.

- 4.3 Tenants also have a key role to play in helping the Association to monitor the provision of services and copies of service specifications will be made available to tenants on request.

## **5. ESTATE MANAGEMENT STANDARDS**

### **5.1 Household Refuse Disposal and Litter**

5.1.1 The Association will, in conjunction with the Highland Council, which has responsibility for refuse disposal, ensure that appropriate and well-sited facilities are provided for the disposal of refuse. The Association will maintain communal bin stores where these have been provided and will also take responsibility for the disposal of refuse on land in its ownership, pending development.

5.1.2 Tenants and sharing owners are advised at the start of their tenancy/occupancy of arrangements and appropriate days for the uplift of refuse. Tenants and sharing owners are responsible for ensuring that their refuse is disposed of safely, tidily and securely wrapped and for making arrangements for the uplift of large or bulky items. The Association will liaise with The Highland Council to take action on the illegal and unsightly dumping of rubbish and litter on its land or premises.

### **5.2 Internal Common Areas in Flatted Developments**

5.2.1 The Association will be responsible for the cleaning of communal areas in flatted developments through contracts with firms who will be required to deliver services as specified. There will be a service charge applied to cover the costs of these works.

5.2.2 Tenants also have a responsibility to keep the common areas clean as specified in the Tenancy Agreement and, in particular, must not store personal belongings such as prams, bicycles, clothing or furniture in the communal areas. Deposits, temporary or otherwise, of household waste are strictly prohibited. Items found in the common areas and not removed after reasonable notice will be removed to storage by the Association at the tenants' expense and may subsequently be disposed off.

### **5.3 Parking**

5.3.1 The Association is responsible for the maintenance of communal parking areas in its ownership unless they have been adopted by the Highland Council. Vehicles using communal parking areas must be road legal. Statutory Off Road Notices (SORN) are no longer accepted as an alternative to current vehicle taxation, except in exceptional circumstances. Abandoned or untaxed vehicles will be reported to the Police and The Highland Council and removed where appropriate.

5.3.2 The Tenancy Agreement also requires that no vehicle, caravan, trailer or boat or other property belonging to the tenant or anyone living with them or visiting them may be parked or stored on Association land or property permanently or temporarily unless that land or property is set aside for parking or storage. In addition, written permission from the Association is

required and in every case the parking or storage must not cause a nuisance or annoyance to neighbours.

#### **5.4 Private Gardens**

5.4.1 The Association will ensure that all private gardens in its ownership are maintained to an agreed standard and action will be taken if the Tenancy Agreement is not adhered to. A tenant who has exclusive use of a garden is responsible for its maintenance and if they are unable to maintain it themselves, the Association will direct them to organisations and contractors who may be able to assist.

#### **5.5 Communal Gardens and Landscaped Areas**

5.5.1 Communal garden ground will normally be maintained by the Association through contracts with firms who will be required to deliver services as specified. The cost of this work is included within the rents charged by the Association.

#### **5.6 Security**

5.6.1 The Association's Design Brief and Specification ensures that all new developments can be accredited by the Northern Constabulary with Secured by Design status. Through Community Planning arrangements, the Association will ensure that it is aware of new initiatives in respect of home security and will regularly advise tenants and sharing owners of new measures through regular Newsletters and our Web page.

#### **5.7 Vandalism**

5.7.1 Although we do not experience high levels of vandalism, occasionally we are required to respond to isolated incidents and through our Newsletters and Web page we will encourage residents to report these to us. We will respond promptly to such reports and make good any damage which is not the responsibility of the tenant. The tenant is responsible for making good or paying for damage caused by deliberate acts of vandalism by themselves, members of their household or visitors to the property.

#### **5.8 Graffiti**

5.8.1 We will encourage residents through our Newsletters and Web page to report any instances of graffiti and we will remove all graffiti as soon as it is practicable. We will aim to remove graffiti of an offensive, sexual or racial nature within one working day of it having been reported to us.

#### **5.9 Vermin, Pest and Insect Control**

5.9.1 The Association aims to ensure that all properties in its ownership are free of vermin, pest and insect infestation. The tenant also has a responsibility to

take reasonable care to prevent damage to the house, fixtures and fittings and common parts.

5.9.2 When a tenant reports to the Association the presence of vermin, pests or insects within their house, the Association will arrange to investigate the cause of the infestation. Where infestation can be directly attributed to a tenant's living conditions, or habits, eg bird feeding, the Association will normally instruct the tenants on how best to address the problems to ensure it does not recur, arrange for remedial work and re-charge the tenant for the costs incurred. Where there is internal infestation not attributable to the tenant's living conditions or habits, the Association will be responsible for arranging and paying for eradication work.

5.9.3 In the case of infestation externally, eg wasp nests, the Association will assess the risk to tenants and property and determine whether professional eradication is required and apportion costs as required. .

#### 5.10 **Pets and Livestock**

5.10.1 The Association will ensure that tenants and sharing owners comply with the conditions of their tenancy or occupancy agreements in respect of the keeping of pets and livestock.

5.10.2 The Association aims to minimise any nuisance or health risk associated with keeping pets or livestock and will liaise with The Highland Council and the Police on issues such as stray dogs and fouling and, as appropriate, will utilise aspects of The Dog Fouling Act 2003, which makes the owners of animals responsible for removing their faeces.

#### 5.11 **Satellite Dishes**

5.11.1 Flats will usually be equipped with a communal dish for the supply of Satellite Television. Satellite Systems will be maintained by the Association as will any existing Terrestrial Systems still in use. Tenants will be required to pay a service charge to cover the cost of maintaining communal systems.

5.11.2 In all other cases, written permission for Satellite Installations should be obtained and our Standard Conditions for undertaking this work outlines our minimum requirements in this regard. The tenant/sharing owner will be responsible for all costs incurred in installation and maintenance of the system. The tenant/sharing owner will also be responsible for any repairs to the fabric of the building due to faulty installation and should insure the dish to include public liability.

#### 5.12 **External Alterations/Additions**

5.12.1 The Association will, wherever possible, give permission to tenants to carry out minor additions or alterations to the external areas or gardens of their homes.

- 5.12.2 These, however, will be restricted in scale and nature to protect the interests of other tenants, the Association and the general amenity of a particular area.
- 5.12.3 Tenants will require to apply in writing for authorisation for alterations and additions and the request must include sufficient detail to allow the Association to carry out an adequate assessment of the consequences of the work.
- 5.12.4 All requests will be acknowledged within seven days and pending any further inspections or investigations a decision will be supplied in writing within twenty eight days.
- 5.12.5 We have Standard Conditions to cover most alterations and additions and we must be in receipt of this completed document prior to any work commencing. These conditions apply to, but are not restricted, to the following work:
- Erection of sheds and greenhouses
  - Installation of satellite dishes
  - Erection of garden fences and gates
  - External and internal additions / alterations
  - Installation of gas cookers
  - Installation of showers
- 5.12.6 These conditions do not apply to common areas where access and amenity is available to all tenants. Consideration will be given to approving applications relating to common areas, provided all affected tenants agree to the application.

## **6. TRAINING**

- 6.1 Training on the Estate Management Policy and associated procedures will be provided to all appropriate staff members.

## **7. COMPLAINTS AND APPEALS**

- 7.1 Anyone who feels that the Association has not complied with its Estate Management Policy can use the Association's complaints procedure which is described in the Tenants' Handbook and is available on our Web page.

## **8. REVIEW**

- 8.1 This policy was approved by the Management Committee on 10 December 2007 and will be reviewed by the Management Committee or Sub-Committee set up for that purpose no later than September 2011.
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