

**Estate Management Policy**  
**Group Policy**

**Policy details:**

Approval date	August 2023
Review date	August 2028
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Responsible department	Housing Services
Related policies and procedures	-

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## **1. Introduction**

- 1.1 The Estate Management Policy is to effectively manage the environment around the Association's properties and any common areas, to ensure that the neighbourhood is an attractive, well-maintained and safe and secure place to live.
- 1.2 The Association aims to provide a proactive service to tenants, which will ensure the efficient and effective management of all estates. Estate Management is not solely about looking after buildings and the physical environment. It is also about working with other agencies to maintain and develop safe strong and attractive communities.

## **2. Policy Aims & Objectives**

2.1 The aims of the Association's Estate Management Policy are to ensure that:

- Tenants and sharing owners live in well-managed and maintained housing providing a secure, safe, clean and tidy environment.
- Ensure that tenants, MMR tenants and sharing owners are made aware of, and accept, their responsibilities in relation to the upkeep of their property and surrounding environment.
- Ensure that tenants and sharing owners are aware of the Association's responsibilities in relation to Estate Management.
- Tenants, MMR tenants and sharing owners are satisfied with the Estate Management service provided by the Association.
- We provide opportunities for tenants and sharing 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.

2.2 To achieve the above objectives the Association will:

- Work closely with tenants, MMR tenants and sharing owners, local tenant groups and estate representatives on the quality of estate management services provided.
- Closely monitor the performance of staff/contractors or other agencies 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 and sharing owners to contribute to estate management by participating at estate inspections.
- Involve tenants, MMR tenants and sharing owners in developing initiatives for the improvement of their local environment and amenities.
- Keep tenants, MMR tenants and sharing 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, MMR tenants and sharing 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.

### 3. Legislative Framework & Compliance

3.1 The legislative requirements include the following:

- Scottish Secure Tenancy and Scottish Short Secure Tenancy – these tenancy agreements contain specific conditions in relation to the upkeep of private and common spaces. The upkeep of pets or other animals.
- Housing (Scotland) Act 2001 - the policy adheres to the provisions of the Housing (Scotland) Act 2001, including the guidance in relation to the recovery of possession of a tenancy when a tenant has breached the conditions of their tenancy agreement.

3.2 This policy aims to meet the Scottish Government's Scottish Social Housing Charter Outcomes 1, 2, 3, 6 and 13:-

- **Outcome 1** – Equalities - 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.
- **Outcome 2** – Communication - 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.
- **Outcome 3** – Participation - tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with.

- **Outcome 6** - Estate management, anti-social behaviour, neighbour nuisance and tenancy disputes - tenants and other customers live in well-maintained neighbourhoods where they feel safe.
- **Outcome 13** – Value for Money - tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

## 4. Expected Outcomes

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

- Greater co-operation 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.
- Ensuring that properties are well maintained, safe and secure.
- Optimising customer satisfaction with service delivery; and
- Delivering value for money.

## 5. Customer Involvement

5.1 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 affected by these changes via consultation exercises and our Customer Panel.

5.2 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 NGHA's future.

## 6. Tenant Responsibilities

6.1 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.

6.2 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.

6.3 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.

6.4 We will seek to contact new tenants within 10 weeks of their tenancy start date. During the visit we will ensure that the tenant is made fully aware of their area

management responsibilities under the their tenancy agreement

6.5 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.

6.6 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. 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. Pets**

7.1 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.

7.2 The tenancy agreement states the conditions on keeping pets as:

- The pet is not prohibited by the Dangerous Dogs Act 1991, or any re-enactment of the same, or by any other law.
- Our tenants are responsible for the behaviour of any pets owned by them or anyone living with them.
- Our tenants must take all reasonable steps to supervise and keep pets under control.
- Our tenants must take all reasonable steps to prevent pets causing nuisance, annoyance or danger to neighbours. This includes fouling, noise or smell from your domestic pet.
- Our tenants must take reasonable care to make sure that pets do not foul or cause damage to the house, neighbour's property, anything belonging to us or anything we are responsible for, such as the common parts.

7.3 Tenants must apply in writing to the Association for permission to keep a pet.

7.4 We will not normally refuse permission, and we will tell tenants about any terms and conditions that apply.

7.5 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.

## **8. Gardens**

8.1 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, however, the Association has a local arrangement to provide a grass cutting service to tenants.

8.2 Any issues or concerns with this service or garden areas will be addressed by NGHHA staff

## **9. Communal Areas & Open Landscapes**

9.1 All Association staff have a shared responsibility for looking after the Association's neighbourhood and properties by reporting anything they see which causes concern.

9.2 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.

9.3 Any items 'dumped' in the common areas, will be dealt with under the Association's Disposal of Tenants Personal Belongings Policy.

9.4 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.

9.5 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.

## **10. Bulk Refuse**

10.1 The Association will provide an uplift service for tenants on agreed dates which we will publicise.

10.2 We 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.

## **11. Vehicles**

11.1 The tenancy agreement is clear that residents must not use our land for inappropriate parking, working on vehicles and most importantly, must not cause a nuisance or annoyance to other residents.

## **12. Vandalism & Graffiti**

- 12.1 We will treat all cases of vandalism or graffiti as serious and take all necessary measures to prevent it becoming a problem.
- 12.2 If graffiti is deemed offensive in that it is explicit in terms of language and, or could be regarded as inappropriate we will aim for this to be removed as an emergency on the same working day that it is noted or reported. All other graffiti will be carried out as urgent repairs, 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 Glasgow City Council will clear the graffiti as an emergency, or we will.
- 12.3 Where acts of vandalism, such as graffiti have taken place, we will endeavour to identify who committed the crime, and if appropriate the persons or their parents/guardians 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/guardian.
- 12.4 We will liaise regularly with the Police to minimise vandalism and graffiti and report appropriate incidents with significant incidents of vandalism always being reported to the Police.

## **13. Anti-Bribery**

- 13.1 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, Committee Members, and associated persons or organisations acting for or on behalf of NGHA when undertaking any actions referred to in this policy.

## **14. Data Protection**

- 14.1 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.

## **15. Equality, Diversity & Inclusion**

- 15.1 NGHA 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.



15.2 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

15.3 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.

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

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

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

15.7 An Equalities Impact Assessment has been completed for this policy.

## **16. Policy Review**

16.1 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.

## **17. Document References**

17.1 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.