

# **RUTHERGLEN & CAMBUSLANG HOUSING ASSOCIATION LTD**

<b>Policy Name</b>	Estate Management
<b>Policy Category :</b>	Housing Management
<b>Policy Number</b>	HM2
<b>Date approved/amended</b>	March 2021
<b>Next Review Date</b>	March 2024

## **ESTATE MANAGEMENT POLICY**

### **INTRODUCTION**

The Association is committed to ensuring that all tenants adhere to their conditions of Tenancy and responsibilities in respect of their neighbours, the property and the wider neighbourhood and environment.

This Policy will therefore reflect on acceptable behaviour and responsibilities in terms of interaction with neighbours, use of the property/common parts, the keeping of pets, environmental responsibilities and the duty to occupy the property.

### **NEIGHBOUR DISPUTES AND ANTI SOCIAL BEHAVIOUR**

A neighbour dispute can arise when two or more people disagree about a matter relating to the property or area that they live in. Problems of this nature can include issues relating to stair cleaning, pets, children, noise, car parking, disposal of rubbish as well as disputes about boundaries and usage of washing lines in common back-courts areas. Where minor neighbour disputes arise the Association will generally take a low key approach and may try to encourage tenants to work out any difficulties by discussing things with their neighbour, or participate in Mediation.

A neighbour dispute should not be confused with Anti Social behaviour which is defined within the tenancy agreement as:-

“Causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress. Conduct includes speech. A course of conduct must involve conduct on at least two occasions”.

### **TENANT RESPONSIBILITIES**

The tenancy agreement sets out the following responsibilities in terms of what is expected of an Association tenant:-

“You, those living with you, and your visitors, must not harass or act in an anti-social manner to, or pursue a course of anti-social conduct against, any person in the neighbourhood. Such people include residents, visitors, our employees, agents and contractors and those in your house.

In particular, you, those living with you, and your visitors must not:

- make excessive noise. This includes, but is not limited to, the use of televisions, hi-fi's, radios and musical instruments and DIY tools;
- fail to control your pets properly or allow them to foul or cause damage to other people's property;
- allow visitors to your house to be noisy or disruptive;
- use your house, or allow it to be used, for illegal or immoral purposes;
- vandalise or damage our property or any part of the common parts or neighbourhood;
- leave rubbish in unauthorised places;
- allow your children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;
- harass or assault any person in the house, or neighbourhood, for whatever reason. This includes that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- use or carry offensive weapons.
- use non-prescribed drugs or sell alcohol or drugs.

In addition, the Tenant, those living with the tenant, and any visitors must not do the following in an anti-social way:

- run a business from the house;
- park any vehicle, caravan or trailer;
- carry out work to any type of vehicle, caravan or trailer;
- use alcohol.

The Tenant, those living with the tenant, and any visitors, must not bring into the house or store in the house any type of firearm or firearm ammunition unless the Tenant has a permit.

The Tenant must not use or allow the house to be used for illegal or immoral purposes. This includes, but is not limited to, the following: dealing in controlled drugs; running a brothel; dealing in stolen goods; illegal betting and illegal gambling.

## **GENERAL POLICY**

The tenancy agreement states that “If you have a complaint about nuisance, annoyance or harassment being caused by a neighbour (or anyone living with him/her or his/her visitors), you may report it to us. We will investigate your complaint within **10 working** days. If, after investigation, there are good grounds in our opinion for your complaint, we will take reasonable steps to try to prevent the behaviour happening again. These steps may include mediation or legal action. A copy of our written policy about dealing with these kinds of complaints is available from us”.

Tenants are asked to contact the Association at an early stage, before a minor dispute escalates. It may be necessary to complete a complaints form or detail in writing as much information as possible, including times, whether the police have been involved etc so that the Association can proceed with investigation of a complaint. We prefer not to deal with anonymous complaints as we usually have to obtain further details about the situation, and if the complaint is anonymous it makes things difficult for us to do this. An anonymous complaint also makes it difficult for the Association to challenge a tenants behaviour or build a case which will ultimately be heard at court.

Whilst the Association will deal with all reports of neighbour disputes, we sometimes recommend that the parties involved try to resolve the matter themselves, as often official intervention can make matters worse.

All complaints will be dealt with sympathetically by Housing Management staff, whilst bearing in mind that quite often we will be unable to completely resolve the situation without the intervention of another body.

All complaints will be acknowledged promptly and dealt with within **10 working** days.

As detailed previously, the person complaining will be encouraged to put details in writing, and the housing officer will offer any assistance required to enable this to happen. However, complaints can also be received via an observation by a member of staff, or from a third party e.g. the Police.

It is important for tenants affected by neighbour disputes / anti social behaviour, and for staff dealing with these issues to keep accurate detailed notes of every incident. Police Reports will be requested, where appropriate to assist with verification of problems and all criminal activity should therefore be reported to the Police, to aid the Associations investigation.

There are several courses of action we can take depending on the problem. It is important that we are quickly made aware of any problem so we can start taking action early, if appropriate. In severe cases we will take an offending tenant to court with the possibility of eviction from the property. However, for minor disputes between tenants advice or limited intervention from the Association may be all that is required. Staff might also suggest that the best way to prevent escalation of a problem may be for tenants/neighbours to informally discuss a problem with their neighbour(s) before involving the Association.

Mediation might also be considered by staff if this is felt to be appropriate – this is where problems are discussed and resolved by all parties round the table – other forms of Mediation are available if contact between parties is not possible. Staff should use their judgement in this matter and confirm that all parties are willing to participate positively in this process before proceeding.

It may be appropriate to consider the involvement of the Police, Environmental Services Department etc, and we will give advice and assist where we can in these cases. Support or evidence from tenants and other agencies will usually be required if a legal case is to be prepared and considered by the Court.

## **LEGAL ACTION**

If discussion and liaison with a tenant breaks down or fails to address the standards of behaviour, legal action will be considered as a last resort by the Association. In the event of legal action being taken, a Notice of Proceedings will first be issued to the tenant. The legal action procedure is contained in the Association ASB/Neighbour Disputes procedure note to staff detailing the initial steps in this process to direct staff.

It can often be difficult to persuade neighbours to give evidence in court, however the Association can cite them as witnesses if required.

Hearsay evidence is not admissible in court and witnesses are almost always required. In some cases of Anti-Social Behaviour, the Association will contact South Lanarkshire Council to

discuss use of Council resources to assist in verification of a problem. These resources include Estate Wardens and out of hours Environmental Services Noise Wardens.

It is also possible for a tenant to take their own legal action by obtaining an interdict against a neighbour and advice of this nature will be provided where the matter is outwith the terms of the Tenancy Agreement or deed of conditions of the property.

Section 11 of the Homelessness etc (Scotland) Act 2003 requires landlords to notify the relevant local authority when they raise proceedings for possession in a court from 1.4.2009.

The aim of placing a duty on landlords to inform local authorities of repossession proceedings is to alert authorities to households at risk of homelessness. Local authorities have statutory duties to people who are homeless or threatened with homelessness and early notice of potential homelessness means that they may be able to respond on an individual basis.

### **Conversion to a Short Scottish Secure Tenancy for Antisocial Behaviour**

Section 7(2) of the 2014 Act extends the circumstances when we could serve you with a notice converting your Scottish secure tenancy to a short Scottish secure tenancy. This means that in certain circumstances we can change your tenancy agreement to a different type of tenancy agreement called a short Scottish secure tenancy which gives you fewer rights and less protection from eviction than a Scottish secure tenancy. A short Scottish secure tenancy has a fixed duration, unless we agree to extend it or convert it back to a Scottish secure tenancy.

The circumstances now include any situation where a tenant or someone living with the tenant has acted in an antisocial manner, or pursued a course of conduct amounting to harassment of another person. This conduct must have been in or around the house occupied by the tenant and it must also have happened in the 3 years before the notice is served.

Section 7(2) of the 2014 Act also places new requirements on social landlords when issuing a notice to a tenant converting a tenancy to a short Scottish secure tenancy as a result of antisocial behaviour. In cases where no antisocial behaviour order has been granted by the court, the landlord must include in the notice the actions of the person who has behaved in an antisocial manner, the landlord's reasons for converting the tenancy and details of the tenant's right of appeal to the sheriff.

The Association can still take eviction action against the tenant during the 12-month period (18 months where an extension applies) if it becomes necessary. The tenancy will convert automatically to a full SST after 12 months (18 months where an extension applies), unless the Association has served a notice of proceedings for recovery of possession on the tenant before the end of the 12-month period (18 months in the case of an extension) and the notice is still in force

### **Ending a Scottish Secure tenancy By Court Order**

The Act changes the way in which a Scottish secure tenancy can be ended following a conviction for serious antisocial or criminal behaviour. Section 14(2) of the 2014 Act means that a court does not have to consider whether it is reasonable to make an order for eviction where the landlord has grounds for recovery of possession under Schedule 2 paragraph 2 of the Housing (Scotland) Act 2001.

These grounds are:

That the tenant (or any one of joint tenants), a person residing or lodging in the house with, or subtenant of, the tenant, or a person visiting the house has been convicted of:

(a) using the house or allowing it to be used for immoral or illegal purposes, or

(b) an offence punishable by imprisonment which was committed in, or in the locality of, the house.

This means that we can end a Scottish secure tenancy if someone living in or visiting the home is convicted of a serious offence in the area of the house. It allows us to end the tenancy where behaviour has had a serious impact on neighbours or others in the community.

A serious offence is one that the offender could have been imprisoned for, whether or not they actually were sentenced to imprisonment.

If we are intending to end a Scottish secure tenancy in this way, we would serve a notice on you advising that we intend to seek recovery of possession of the property. That would be done within 12 months of the conviction (or, if it was appealed unsuccessfully, of when the appeal ended).

A tenant has a right to challenge a landlord's decision to take court action to end the tenancy on these grounds.

This change will come into effect from 1 May 2019. This change does not apply if we served the notice on you before that date and the notice is still in force at the date when court proceedings are raised.

## **RESPONSIBILITIES TO THE PROPERTY AND THE COMMON PARTS**

The tenant and anyone living with the tenant must not run any kind of business from the property. However, if asked the Association may give permission which may also mean an increase to the rent. It may be prudent for an applicant to seek and obtain all neighbours consent before submitting an application, as ongoing acceptance by neighbours is a proviso of permission being granted.

The tenant must not allow the house to become overcrowded. If the overcrowding is as a result of an increase in the size of the tenants family, the tenant should apply to the Association for a house transfer and the Association will try to arrange transfer to a larger house. In this circumstance only, we will not treat the tenant as being in breach of this condition. However, if we offer the tenant suitable alternative accommodation the tenant must agree to take it unless there are good reasons for not taking it.

The tenant must take their turn, with all other tenants and owner occupiers sharing the common parts, in keeping them clean and tidy. If the tenant shares a common stair, they must also take their turn in regularly cleaning, washing and keeping tidy the common stair, its windows, banisters and any bin chute accesses. If agreement cannot be made on the arrangements for doing this or the tenant fails to do the work, we are entitled to decide exactly what the tenant should do and when. Before making our decision, we will consult with the tenant/others and our decision will be binding. If the tenant does not do the work contained in this paragraph, we may do it ourselves and charge the tenant for it. This is in addition to any other legal remedies open to us.

The introduction of a Close Cleaning service can be considered where there is a definite reluctance on the part of the residents to comply. Before instructing this service, however, the residents will be balloted as they will have to bear the cost of this service. A majority of tenants in favour of this service will be required before this option is considered. All owner occupiers will also require to be in agreement before the Association can proceed with implementing any such arrangement.

The tenant must comply with any local arrangements for the use and sharing of the common parts including drying greens and drying areas. The tenant must comply with any local rotas for the use and sharing of the common parts. In cases of dispute between the users of the common parts, the Association is entitled to decide the arrangements and rotas for the use of, and the sharing of, the common parts. Before making our decision, we will consult all users of the common parts.

### **KEEPING OF PETS.**

The Tenant or anyone living with the tenant may keep a domestic pet, however, you must seek prior written permission from the Association. This permission may be granted subject to the following conditions: -

- keeping the pet is not prohibited by the Dangerous Dogs Act 1991, or by any other law,
- The Tenant is responsible for the behaviour of any pets owned by the Tenant or anyone living with the tenant,
- The Tenant must take all reasonable steps to supervise and keep such pets under control,
- The Tenant must take all reasonable steps to prevent such pets causing nuisance, annoyance or danger to neighbours. This includes fouling, noise or smell from your domestic pets,
- The Tenant must take reasonable care to see that such pets do not foul or cause damage to the house, the neighbour's property, anything belonging to the Association or anything we are responsible for, such as the common parts,
- The Association will be entitled to require removal of the pet if causing nuisance or damage,
- the tenant is responsible for cleaning up pet faeces.

Any permission will be subject to the above conditions continuing to be adhered to.

“The Association cannot allow the installation of pigeon lofts within our properties. If any individual already has such a loft in place(at August 2001) the Association will permit continued use, so long as there are no complaints from other residents and no issues arise which would compromise the health of surrounding tenants/residents. If a property becomes void any pigeon loft will be removed by the Association” (Policy Addition Agreed at 30.10.2001 Sub Committee).

### **ENVIRONMENTAL RESPONSIBILITIES**

If the tenant has exclusive use of a garden attached to the house, the tenant must take reasonable care to keep it from becoming overgrown, untidy or causing a nuisance (unless we have agreed to take care of it). If the tenant fails to do this, we are entitled to decide exactly what work requires to be done so as to comply with this duty. Before making our decision, we will consult with the tenant. Our decision will be binding on the tenant. If the tenant does not do the work contained in this paragraph we may do it ourselves and charge for it. This is in addition to any other legal remedies we may have. The tenant must not remove, chop down or destroy any bushes, hedges or trees without our written permission unless the tenant planted them.

If a garden is shared with others, the tenant must take their turn with the others to keep it from becoming overgrown, untidy or causing a nuisance (unless we have agreed to take care of it). If the tenant and the others cannot agree on the arrangements for doing this or fail to do the work, we are entitled to decide exactly what the tenant should do and when. Before making our decision, we will consult with the tenant and the others and our decision will be binding on the tenant. If the tenant does not do the work contained in this paragraph, we may do it ourselves and charge for it. This is in addition to any other legal remedies we may have. The tenant must not

remove, destroy or chop down any bushes, hedges or trees without our written permission unless the tenant planted them.

No property belonging to the tenant or anyone residing with the tenant, including bicycles, motorcycles or prams, should be stored in any of the common parts except in areas set aside for storage. The tenant must not do anything which causes inconvenience or danger to anyone using the common parts.

The tenant must put all household rubbish for collection in the bin store or other proper place allocated for it and must take reasonable care to see that rubbish is properly bagged. If rubbish is normally collected from the street, it should not be put out earlier than the evening before the day of collection. Rubbish containers should be returned to their normal storage places as soon as possible after the rubbish has been collected. The tenant must comply with the local arrangements for the disposal of large items (such as large electrical items). i.e. contact South Lanarkshire Council Cleansing Department.

Nothing belonging to the tenant, or anyone living with the tenant, or visitors, may be left or stored on our land unless:

- the land is set aside for that purpose; OR
- we have given written permission;

AND, in every case,

it does not cause a nuisance or annoyance to neighbours.

The Association has responsibilities for managing the maintenance of grass and planting in landscaped areas. The Association's objective is to maintain all of these areas to a high and safe standard. The Association is committed to working closely with other agencies such as South Lanarkshire Council, and the Association's own appointed landscape contractors to ensure an effective, quality approach to environmental maintenance is maintained across the area.

### **OWNER OCCUPIERS AND NON ASSOCIATION TENANTS**

The Association may have to intervene in disputes between owner occupiers living in properties we manage. In cases of this nature we would refer to the Deeds of Conditions and act as a mediator in the situation as far as possible, or refer the matter to South Lanarkshire Council Mediation service.

Owner occupiers and other non Association tenants will be contacted as required if environmental or other responsibilities are not being adhered to, however, the Association is restricted in the action that can be taken against these individuals. Liaison with other agencies will however take place to enable a dispute or unacceptable types of behaviour to be tackled.

### **SERVICE CHARGE**

A service charge can be applied when a Common Obligation e.g. Backcourt Maintenance or Stair Cleaning is not being carried out to the Association's satisfaction by the Residents in a property and an outside contractor is brought in to carry out the function.

The Residents will be balloted before the service is imposed and provided the majority who respond are in favour, the service will be provided. Generally, all owner occupiers will require to give permission before such a charge is levied. However, where severe or persistent neglect is contributing to an unacceptable condition within the common area with the potential for having a

detrimental affect on the health of residents, the Association can act to impose a necessary service charge where a majority of residents have previously agreed.

Invoices will be submitted as agreed, and the cost will be recovered through a service charge on tenants' rent or half yearly on the owner occupiers common charges account.

The Association will consult with the tenant about any proposed increase in the service charge and have regard to their opinions before we make our decision. The Association is entitled to change the amount of any service charge, as long as we tell the tenant in writing at least four weeks before the beginning of the rental period when the change is to start. The Association will not normally change the service charge more than once every twelve months. Revised costs are sought from all contractors at the end of each calendar year to allow revision of all service charges. The Contract may be reviewed periodically and estimates sought from several firms in order to get the best price and service on the residents behalf. If, however, the service is found to be satisfactory to the Association and the residents, the contract may be reviewed as required, at the discretion of a Senior Housing Officer.

## **ABANDONMENT**

The Associations procedure for dealing with a tenancy following Abandonment is defined in the tenancy agreement as when "We have reasonable grounds for believing that you have abandoned the house. In this case, we may forcibly enter the house to make it secure. We will also give you at least 4 weeks' notice that we believe that you have abandoned the house. If, at the end of that period, we have reasonable grounds for believing that you have abandoned the house, we may repossess it by service of another notice. You have a right to make application to the sheriff against repossession within six months. We will secure the safe custody of any property, found in the house, as long as we consider its value to be greater than the costs of storing it plus any rent or other arrears you owe us in relation to your tenancy. We will deliver any such property to you as long as you have paid us for the costs of storing it, and made arrangements for and paid for the delivery of it to you. We have the right to make such a charge, and to dispose of any such property if you have not made arrangements for and paid for its delivery within a given period".

Housing Management staff may suspect that a property has been abandoned when a tenant fails to respond to letters or cards asking them to make contact. If it appears to be the case that the house has been abandoned, an Abandonment Note will be hand delivered, and witnessed. Failure by the tenant to respond to this notice will result in the second notice being issued. No response to this notice within 48 hours will result in the Association taking entry to the property and locks being changed. It is imperative therefore that tenants make the Association aware of any planned, prolonged absence from the property and make appropriate arrangements with family or friends towards safeguarding of the property.

If we have reasonable grounds for believing that a joint tenant has abandoned the house, we can issue a 28 day notice stating this. If we have reasonable grounds for believing, at the end of the four week period, that the joint tenant has abandoned the house, we can serve another notice. This second notice will terminate that joint tenant's interest in the tenancy in not less than 8 weeks. The second notice will not, however, terminate the tenancy which will continue in the name of the remaining sole occupier.

## **CONFIDENTIALITY**

The Association will treat all information or complaints received in absolute confidence. Sometimes when we investigate a complaint it becomes obvious to the other party who has complained about them, but this information will never be disclosed by Association staff. If the matter eventually goes into court, any complainant should note that they may be called upon as a witness, which is why written, detailed information is important initially and throughout investigation of a problem.

### **OTHER AGENCIES**

The Association take a multi agency approach to enable effective investigation of a complaint to take place. Many of the tenancy management problems which are brought to the Association's attention may also be dealt with most appropriately by other agencies. The agencies most likely to be involved are:

- Police. The Police will be contacted where there is reason to believe that a tenant or household is involved in some form of illegal activity. Cambuslang Police Tel 101, Crimestoppers 0800 555 111. A community Police representative can be contacted via Tel 101 for general advice at local level.
- South Lanarkshire council. Problem Solving Unit, provides access to resources such as Mediation, Estate Wardens and assistance on issues such as ASBOs etc, Tel 0303 123 1015.
- Environmental Services Department. Co-operation with the Environmental Services Department is sought to address problems such as dogs and excessive noise. ( Tel 0303 123 1015). The Anti Social noise hotline is available between 8.45-3am Mon- Sun by telephoning 0800 242 024.
- Cleansing Department. Co-operation with the Cleansing Department is sought to address problems such as collection of domestic rubbish, and graffiti removal from Common areas. Tel 0303 123 1020.
- Social Work Department. Social work may be able to provide critical support to an individual or family to assist them in sustaining their tenancy. Tel 0141 647 9977.
- Voluntary Organisations. The Association already co-operates with voluntary organisations as needed to provide support and assistance to vulnerable people in the community.

### **APPEAL PROCEDURE**

Any applicant who wishes to have a decision reviewed has the right of appeal to a Senior Housing Officer, and thereafter to the Association's Housing Management Sub-Committee. Appeals should be made in writing within **10** working days of the notification, and should be responded to within a further **10** working days. A further final right of appeal is also available via the Association's separate complaints Policy, if any applicant feels they have been treated unacceptably or inappropriately by staff – details of the complaints policy are available from the office on request.

## **REPORTING**

Detailed reporting on Estate Management issues will be made to the Housing Management Sub Committee monthly. Reports Detail:-

- Numbers of complaints received including details of type of complaint per area and whether resolved in the month.
- Numbers of Environmental letters issued including details of types of letter issued per area.
- Brief narrative of general estate issues per area, focus on more detailed complaint outcomes.