



Belmont House, 57 Belmont Road, Cambuslang, G72 8PG
www.wwhc.org.uk E: enquiries@wwhc.org.uk T: 0141 641 8628

Policy Name	Estate Management Policy
Policy Author	Assistant Director (Tenancy Services)
Approved by Sub Committee	N/A
Approved by Management Committee	February 2020
Latest date of Next Review	November 2022

West Whitlawburn Housing Co-operative will provide this policy on request at no cost, in larger print, in Braille, in audio or other non-written format, and in a variety of languages. Please contact the office.



HAPPY TO TRANSLATE

Registered with the Scottish Housing Regulator No. 203
Registered Charity No. SCO38737, VAT Registration No. 180223636
Registered society under the Co-operative and Community Benefit Societies Act 2014

1. Introduction

- 1.1 West Whitlawburn Housing Co-operative is a community owned and controlled fully mutual Housing Co-operative based in Cambuslang on the outskirts of Glasgow. It is a Registered Social Landlord, set up in April 1989, to improve the living conditions for residents in the area. It operates on a “not-for-profit” basis and is run by an elected Management Committee consisting of tenants. The Management Committee employ a staff team to manage the Co-operative on a day to day basis.
- 1.2 The Co-operative currently owns and manages 644 properties. 543 flats were transferred from Glasgow District Council to community ownership and since then 1 property has been acquired under the Mortgage to Rent scheme and another 100 properties were built in 2009. The current stock breakdown is as follows:-

Property type	Apartment size	Number
Multi-storey	2 apt	13
	3 apt	406
	4 apt	13
Low rise	2 apt	3
	3 apt	67
	4 apt	42
New build	2 apt	16
	3 apt	50
	4 apt	29
	5 apt	5

2. Policy Principles

- 2.1 This document outlines the Co-operative’s Estate Management Policy which is one of the key documents we produce. In line with legal and good practice requirements the underlying principles are for it to be:-
- **Responsive** – We will ensure that our estate management service is responsive to the needs of all WWHC tenants. We will take into account their views in the review of the policy and service areas.
 - **Consistent** – We will ensure a consistent approach to all estate management issues of a similar nature however it is understood that estate management issues can be complex and varied.
 - **Open and Transparent** – we will make the policy document available to tenants and provide clear information while dealing with estate management issues.
 - **Non Discriminatory** – we will observe equal opportunity requirements to ensure all tenants are treated equally without

discrimination or prejudice based on the grounds of the protected characteristics.

- **Confidential** – all information provided for the purposes of resolving estate management issues will be treated as strictly confidential and under the terms of the Data Protection Act 1998 and General Data Protection Regulation (GDPR). It will only be passed onto or discussed with another person or organisation only with the applicant's permission or where the Co-operative is legally required to do so.
- **Accessible** – we will ensure the policy is made available in a variety of formats
- **Pro-active** – We will establish working practices, monitoring and audit systems to manage the Co-operative's stock in a pro-active manner
- **Effective** – We will ensure that the estate management services we provide will enhance the area, contribute to a clean, safe and environment for WWHC tenants in live in.

3. Policy Aims

- Ensure action taken by the Co-operative complies with all relevant legislation, regulatory guidance and good practice
- Adopt a zero tolerance approach to anti-social behaviour
- Ensure WWHC tenants are able to live in a safe and enjoyable environment
- Protect the Co-operative's investment
- Practice early intervention and use a range of methods and approaches to resolve estate management issues
- Promote and pursue partnership working to identify, manage and resolve issues
- Raise awareness of the Co-operative's approach in tackling antisocial behaviour and the possible implications for those involved in such behaviour
- Provide quality advice and information to both those affected by estate management issues as well as those involved in behaviour
- Provide advice and information to complainants on the procedure for investigating complaints, as well as keep them fully updated on the progress of their complaint
- Take effective action to resolve complaints in a structured way. We will use incremental sanctions against tenants that will culminate in court action for cases of serious and persistent anti-social behaviour
- Ensure the complainant's confidentiality is maintained throughout the management of the case
- Efficiently respond to complaints with agreed target response times
- Use a range of tools and remedies as outlined in legislation and

good practice guidance to ensure a successfully resolution of issues

4. Legal and Good Practice Framework

4.1 This policy complies with and takes account of the following:

- Antisocial Behaviour (Scotland) Act 2004
- The Housing (Scotland) Act 1987, 2001, 2010 & 2014
- Scottish Social Housing Charter
- Equality Act 2010
- Data Protection Act 1998 and General Data Protection Regulation
- Human Rights Act 1998
- Management of Offenders (Scotland) Act 2005 (Multi Agency Public Protection Arrangements – MAPPA)
- Regulation Framework (Scottish Housing Regulator)

5. Estate management Issues

5.1 Estate management issues and anti-social behaviour cover a wide range of actions ranging from criminal behaviour to minor breaches of the Tenancy Agreement. The below examples, which are not exhaustive, outline the range of issues which the Co-operative will deal with:

- Noise complaints
- Drug dealing
- Harassment
- Common close/landing cleaning
- Environmental care and gardens
- Abandoned vehicles
- Parking
- Household pets and dog fouling
- Bulk uplift and household rubbish
- Vandalism/Graffiti
- Youth disorder

6. The Tenancy Agreement

6.1 The tenancy agreement (Scottish Secure Tenancy) can be used to combat anti-social behaviour and prevent estate management problems occurring.

6.2 The tenancy agreement outlines the duties of both the landlord and the tenant in all matters relating to the tenancy. It informs the tenant of the landlord's expectations in terms of the behaviour and duties and the use of the house.

6.3 The level of support required for each tenant will vary and will be a matter for Housing Officers to determine. As part of the sign up process and new tenant visit, Housing Management staff will

- Explain the importance of taking up permanent residency in the property, and the importance of notification of any long periods of absence from the property to avoid abandonment procedures being carried out.
- Explain the terms of the tenancy to new tenants recognising that time spent at this stage will reap rewards in the longer term for the new tenant, neighbours and the Co-operative.
- Ensure that new tenants, are given every possible assistance in settling into their tenancy and in contacting other agencies who may be helpful to them in this regard.
- Give an historical overview of the formation and culture of the Co-operative to give an understanding of the Co-operative's aims.
- Explain the Committee structure and encourage new tenants to become involved and to participate in the decision making process.

Clause 3 of the tenancy agreement states:-

3 Respect for Others

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

3.2 *'Antisocial' means 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.*

3.3 *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 or sell unlawful drugs or sell alcohol*

3.4 In addition, you, those living with you and your visitors must not do the following in an antisocial way:

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

The particular prohibitions on behaviour listed in paragraphs 3.3 and 3.4 do not in any way restrict the general responsibilities contained in paragraph 3.1 above

3.5 You, those living with you, and your visitors, must not bring into the house or store in the house any type of firearm or firearm ammunition unless you have a permit.

3.6 You will be in breach of this Agreement if you, those living with you or your visitors do anything which is prohibited in this part of the Agreement and this could result in your tenancy being changed to a short Scottish secure tenancy or terminated by us.

3.7 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 fourteen 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.

3.8 We will act fairly to you in all matters connected with your tenancy. We will not unfairly or unlawfully discriminate against you in any way on the grounds of your race, colour, ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief or other status. If you believe we have acted unfairly to you in any way, you may wish to use our complaints procedure. You may also wish to take independent advice.

7. Effective Resolution of Issues

- 7.1 Many anti-social problems and complaints are of a minor nature and often best resolved between the parties themselves or with some help from the Co-operative or other relevant agencies. There are however anti-social problems that cause significant distress. Often these are caused by a small number of people who persist in behaving in an anti-social manner without due regard to those around them.
- 7.2 The introduction of 24 hour concierge and the security system has been key in helping resolve and monitor unacceptable behaviour. Concierge staff work closely with the Housing Management staff to capture relevant digital evidence to help resolve and monitor issues.
- 7.3 When dealing with a complaint, Housing Management staff recognise that, due to the varying nature and level of seriousness of complaints, flexibility of response, imaginative solutions, and discussion between housing management team members should be encouraged.
- 7.4 Complaints will be accepted in either verbal or written form, in person or by telephone. All complaints will be dealt with sensitivity and in confidence.
- 7.5 File notes will be kept of all conversations, interviews and outcomes as an audit trail. In line with the neighbour disputes procedure acknowledgement and update letters will be sent to the complainer. These will include details of:-
- the nature of the complaint
 - details of the member of staff dealing with the complaint
 - details of the investigation either to be done or already carried out

- any outcomes/resolutions
- advice on future complaints

The Co-operative takes a pro-active approach in identifying and addressing issues. Initial options that Housing Officers may use to resolve the issue may include:

- home visits to discuss the issue and how it can be resolved
- letters to confirm the issue and the tenant's responsibilities
- invitation to attend the office to discuss the situation
- Mediation
- Other agency support/intervention

7.6 Where other solutions have failed or deemed to be inappropriate due to the severity of the issue, the Co-operative will consider the following legal action:-

7.6.1 Warnings - Warnings can be effective with low level anti-social behaviour and can stop the behaviour from escalating. Our warnings will ensure that the tenant responsible for the offending behaviour understands the consequences, should further incidents occur.

7.6.2 Acceptable Behaviour Contracts (ABCs) -Acceptable Behaviour Contracts are written agreements between the person involved in anti-social behaviour and the Co-operative and seeks to prevent the offending behaviour continuing. The offending tenant is asked to review and agree to the terms of the Contract before signing, so as to have ownership and increase the prospects of the terms being adhered to. The Contract is also signed off by the Co-operative and Police Scotland.

7.6.3 Anti-Social Behaviour Orders (ASBOs) - ASBOs are preventative civil orders to protect victims of antisocial behaviour for a defined period of time and the wider community from further acts of antisocial behaviour. It is an order which can be made against any person aged 12 or over in any housing tenure, which prohibits, indefinitely or for a period, the offender from doing anything prescribed in the order. It is a criminal offence to break an order.

The order is not a sentence for a crime but a civil order to protect the community from future conduct. It is therefore in the hands of the Sheriff to determine its duration.

Breach of the Order is a criminal offence and the maximum penalty on indictment for the offence would be 5 years imprisonment, and/or an unlimited fine. The proof required for this purpose is that of a criminal prosecution i.e. corroboration is required and proof beyond reasonable doubt to secure conviction.

7.6.4 Notice of Proceedings for Recovery of Possession - The Notice is a statement of intent that the Co-operative may instruct formal court action to repossess the tenancy if the conduct associated to the tenancy does not improve to an acceptable standard and the behaviour continues to breach the terms of the tenancy agreement. If served, the Notice must also be served on any Qualifying Occupiers, aged 16 years or over, who live in the tenancy. Once the Notice becomes effective for use, the Co-operative will have ensured that other remedies such as tenancy support have been exhausted before considering legal action being taken to recover the tenancy.

7.6.5 Conversion to a Short Scottish Secure Tenancy - The Co-operative may move to convert (or offer to new tenants) their Scottish Secure Tenancy Agreement to a Short Scottish Secure Tenancy Agreement (SSST), which will result in the tenant losing security of tenure rights, and succession to tenancy entitlement.

Where anti-social behaviour is a factor, a SSST can only be used where the person, or specified person, has demonstrated the specified anti-social behaviour, has been evicted for anti-social behaviour or they are subject to an Anti-Social Behaviour Order within the previous 3 years. A SSST will be for a minimum period of twelve months however it can be extended for a further 6 months. It will normally be converted to a Scottish Secure Tenancy Agreement at the end of the term if no other incidents of anti-social behaviour occur.

Where a SSST is granted to a tenant, the Co-operative will provide tenancy support to help the tenant maintain the tenancy.

Where the Co-operative decides that legal proceedings are to be taken to evict the tenant, this will initially be determined by the Assistant Director (Tenancy Services). Advice will be taken from the Co-operative's solicitors and thereafter an anonymised report will be submitted to the Co-operative's Housing Sub Committee confirming the action.

8. Complaint Types

8.1 Noise Nuisance

8.1.1 Noise complaints will be actioned in line with the neighbour disputes procedure in appendix 1. Tenants are encouraged to report all issues directly to the 24 hour Concierge team while the problem is ongoing. This will allow Concierge to investigate the complaint immediately and identify the source of the noise.

8.1.2 All complaints received will be investigated and recorded.

8.1.3 Housing Management staff will action any tenancies where there are

continuous issues with anti-social behaviour or noise.

8.2 Drug dealing

8.2.1 The Co-operative views drug dealing offences as contrary to the aim of improving the quality of life and residential conditions for all residents on the estate.

8.2.2 Eviction action will be taken against any tenant involved in drug dealing on the estate once a conviction has been confirmed. Information on such offences will be confirmed by the Police Problem Solving Unit.

8.2.3 Staff will co-operate with other agencies where appropriate in investigating such matters and will adopt a multi-agency approach where appropriate.

8.3 Harassment

8.3.1 The Co-operative views all forms of harassment targeting anyone on the grounds of race, sexual orientation, religion, gender or disability extremely seriously.

8.3.2 Harassment can include: Physical attack; damage to property; verbal abuse; domestic violence, stalking. It is any form of behaviour that attacks a person's dignity and deprives them of their right to live peacefully in their home.

8.3.3 Staff will act as quickly as possible to help any tenant who is being harassed and will adopt a victim centered approach.

8.3.4 The Co-operative will take legal action against tenants and residents who harass others who are tenants or residents

8.3.5 Complaints of harassment will be formally investigated; incidents will be reported to the police with whatever degree of anonymity is required by the victim.

8.3.6 The Co-operative will work with other agencies on anti-harassment where appropriate and cases of harassment will be closely and carefully monitored.

8.3.7 In the event of a serious incident, emergency accommodation will be made available to the victim.

8.3.8 In cases where re-housing of the victim is agreed as the solution, all possible help and assistance will be given by Co-operative staff in securing such an outcome.

8.3.9 Concierge staff will immediately remove or will instruct a contractor to remove all forms of offensive graffiti targeting anyone on the ground of race, sexual orientation, religion, gender or disability.

8.4 Household pets

Clause 2.6 of the tenancy agreement states:-

2.6 You have the right, subject to the conditions noted below, to keep one domestic pet. Domestic pet means a dog, a cat, fish, or a rodent (such as a hamster or gerbil). If you wish to keep more than one domestic pet or another type of animal, you must get our prior written permission: see paragraph 10.3 on how to do so.

The conditions are:

- *No dogs are allowed in any Multi-storey flat.*
- *Keeping your pet is not prohibited by the Dangerous Dogs Act 1991, or by any other law.*
- *You are responsible for the behaviour of any pets owned by you or anyone living with you,*
- *You must take all reasonable steps to supervise and keep such pets under control and ensure that it does not cause nuisance to neighbours or deterioration in the condition of the house, common areas or the vicinity of the house. This includes the fouling, noise or smell from your pet.*
- *You must take reasonable care to see that such pets do not foul or cause damage to the house, your neighbours' property, anything else belonging to us or anything we are responsible for, such as the common parts.*
- *We will be entitled to require removal of the pet if causing nuisance or damage.*
- *The Tenant is responsible for cleaning up dog faeces.*

If you fail to meet the above conditions permission to continue to keep the pet will be withdrawn. If permission is refused or withdrawn, we will be entitled to require removal of the pet. In such circumstances, you hereby agree not to keep the pet and to ensure it

is removed from the house on a permanent basis within 14 days of permission being refused or withdrawn.

8.4.1 Dogs will not be allowed in the multi-storey flats. Tenants shall ensure that no visitor or guest to their home brings dogs into the multi-storey block for no matter how limited a time span. Equally, the keeping of dogs in a multi-storey flat for the purposes of holiday or other respite care is not permissible. The only exception to this policy is in respect of registered hearing or assistance dogs. Under these circumstances, permission would be granted for the keeping of the dog within multi-storey accommodation by the Assistant Director (Tenancy Services).

8.4.2 Any domestic pet must be of the subject of written permission from The Co-operative. In general, The Co-operative will approve permission for the keeping of any recognised domestic pet which will not endanger or potentially endanger others; be harmful or potentially harmful to others; cause noise; nuisance; disturbance; or fouling of property.

8.4.3 Where a tenant continually fails to meet the above the conditions as detailed in the tenancy agreement permission to continue to keep the pet will be withdrawn. Where required, the Co-operative will seek advice from our solicitors.

8.5. Close/Landing cleaning

8.5.1 As part of the sign up process and new tenant visit, all new tenants will have their duties, with regard to close/landing cleaning, clearly explained to them and the relevant section of the tenant's handbook and tenancy agreement highlighted.

8.5.2 Indicator boards in multi-storey foyers will be kept up to date by concierge staff.

8.5.3 Existing low-rise cleaning rotas will be issued to new tenants of low-rise properties.

8.5.4 Concierge staff will assume responsibility for landing cleaning duties when a property is void or when a tenant cannot carry out this duty due to ill-health. Housing Officers will advise the Concierge Manager of the relevant properties and tenants.

8.6 Common Area Cleaning

8.6.1 Concierge staff will maintain a high standard of cleanliness in all common areas, which are not the responsibility of the tenant. This

includes foyers, lifts, laundries, back stairs, MSF main landings, LR rear entrance and the Concierge work station.

8.6.2 The Concierge Manager and Senior Concierge Officers will monitor all common area cleaning in accordance with targets to ensure that high standards are maintained.

8.6.3 Concierge Staff will keep all common areas clean and dry where possible in inclement weather to allow tenants easy and safe access to the buildings.

8.7. Environmental Care

8.7.1 Concierge staff will keep all environmental areas and paths de-littered in accordance with targets.

8.7.2 Concierge Manager and Senior Concierge Officers will monitor all areas to ensure high standards are maintained.

8.7.3 The Co-operative supplies litter bins on the estate to encourage tenants to keep the area litter free. Concierge staff will ensure bins are emptied on a regular basis.

8.7.4 Property staff will ensure that all grassed areas are trimmed and shrubs and other planting maintained in accordance with targets.

8.7.5 Housing Management staff will monitor the condition of tenant's gardens and action cases as required.

8.7.6 The Property Officer will carry out six monthly inspections of all common areas and progress any matters as appropriate. Depending on the nature of the matter Housing Management or Concierge staff may be involved in finding a resolution.

8.8 Gardens

Clause 2.11 of the tenancy agreement states:-

2.11 If you have exclusive use of a garden attached to the house, you must take reasonable care to keep it from becoming over-grown, untidy or causing a nuisance (unless we have agreed to take care of it). If you fail 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 you. Our decision will be binding on you. If you do not do the work contained in this paragraph we may do it ourselves and charge you for it. This is in addition to any other legal remedies we may have. You must not remove, chop down or destroy any bushes, hedges or trees without our written permission unless you

planted them. You agree to meet the costs of all work carried out by us in terms of this clause.

- 8.8.1 Gardens will be subject to regular inspections by Housing Management staff, particularly during April – September each year. Where gardens are found to be in need of upkeep, staff will make contact with tenants through personal contacts and letters. Staff will endeavour to ascertain if the tenant has any reason for not maintaining the garden to an acceptable standard for any reasons, such as age or disability.
- 8.8.2 On identification of an issue the Housing Officer will advise the tenant that their garden is considered to be in a poor condition and that a follow up inspection will take place 14 days.
- 8.8.3 A second inspection is then carried out and if the garden is still found to be in a poor condition, the possibility of recharging the tenant is considered.
- 8.8.4 In an extreme situation, consideration could be given to an application being made at court for a Specific Implement. This would instruct the tenant to carry out the required work to bring the garden to an acceptable standard. If the tenant failed to adhere to the Order, the Co-operative could return to court to seek compensation to remedy the situation. Given the legal costs that the Co-operative would incur and the likely difficulty in recovering monies from the tenant, this would not usually be a preferred solution.

8.9 Youth Disorder

- 8.9.1 Youth Disorder will not be encouraged or tolerated as it isolates residents in the community and leads to an environment of fear.
- 8.9.2 Youth diversionary activities will be coordinated by the Whitlawburn Community Resource Centre will seek funding for such activities.
- 8.9.3 When episodes of youth disorder occur capturing the incidents on digital footage will be a high priority for Concierge. Concierge will endeavor to collect as much footage as possible and endeavor to collect footage that identifies the youths involved. The Police will also be called in all major incidents.
- 8.9.4 All Housing Management Staff will liaise with the Community Police Officers and any specialist team to identify the youths causing the disturbance and resolve the issues. If appropriate action will be considered in terms of the tenancy agreement or ASBO.

8.9.5 The level of youth disorder will be closely monitored by all Housing Management Staff and, where necessary, Senior Staff will regularly discuss the problems and agree appropriate action.

8.10. Key fob issue

The use of key fobs helps prevent and resolve issues as it restricts access to the blocks to those registered as being resident in the properties. All uses of the fobs leave a digital footprint that can be used to identify and monitor problems.

As a general rule, fobs are only issued to persons registered as resident with the Co-operative i.e. only where permission to reside has been granted however in exceptional circumstances additional fobs will be granted to a household if they are required for care or medical needs. Applications for additional fobs must be made in writing to the Concierge Manager and will be looked at on a case by case basis.

8.10.1 Key Fob Issue in Multi-Storey Blocks

8.10.1.1 Key fobs are issued according to household need i.e. where there is one adult resident, 1 fob is issued; where there are three, 3 are issued.

8.10.1.2 Without exception, fobs are not issued to those under 16 years of age.

8.10.1.3 Fobs are only issued to persons registered as resident with the Co-operative i.e. only where permission to reside has been granted.

8.10.1.4 Temporary fobs can issued by means of application to the Concierge Manager, however, these would only be given in extreme circumstances and each case will be looked at on an individual basis.

8.10.1.5 Master fobs are temporarily issued to postmen, tradesmen with proper authorisation and identification. Master fobs must never be removed from the site.

8.10.2 Key Fob Issue in Low Rise Blocks

8.10.2.1 Keys fobs are issued according to the household need i.e. where there is one adult resident, 1 fob is issued; where there are three, 3 are issued.

8.10.2.2 Without exception, fobs are not issued to those under 14 years of age.

8.10.3 Concierge Controlled Entry access requests

If a call is received asking for entry to be gained to the building the following must be adhered to.

8.10.3.1 Access will only be given to registered residents within the property and access will only be given to their relevant landing.

8.10.3.2 If the caller is unknown they must provide evidence that they are tenant at the property by providing their DOB /NOK details.

8.10.3.3 If a tenant wishes access to be given to any friend or family member, prior notice must be provided to Concierge and details of the said persons must be entered on the GDX.

8.10.3.4 If none of the above information has been provided no access should not be given under any circumstances.

8.11. Abandoned Properties

Clause 6.4 of the tenancy agreement states:

6.4 By Abandonment by You

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 four 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 and delivery to you of any property which is found in the house. We will have the right to make a charge for this and to dispose of any property if you have not made arrangements for its delivery within a given period.

8.11.1 When a report of Abandoned Property or abandoned joint tenant has been received the Housing Officer will carry out appropriate checks and investigations such as visits to the property, key fob tracking, concierge out of hours contact, rent account checks, key fob log check discussion with neighbours as to whether or not the tenant has been seen and NOK contact.

8.11.2 If the Housing Officer is satisfied that the property is abandoned or that a joint tenant has abandoned, a first notice will be served the Housing Officer before a witness as follows:

Abandoned property - abandoned notice 1 Section 18 Notice

Abandoning joint tenant - abandoned notice 3 Section 20 Notice

8.11.3 The Housing Officer will complete an execution of service form signed by the Housing officer and witness.

8.11.4 Section 18 notices must be served separately on each joint tenant (if appropriate).
Section 20 notices must be copied other joint tenants.

8.11.5 If the tenant responds to the initial notice the Housing Officer will discuss the underlying reasons for the property being highlighted as possibly being abandoned. If appropriate support will be provided by the Housing Officer or the tenant will be signposted to an appropriate agency. The Housing Officer will also carry out a house visit within 1 week of the tenant contacting to ensure they are now residing in the property. If the tenant has not responded to the first notice within the 28 day period, the Housing Officer will check key fob activity and rent account for the period since the initial notice was served.

8.11.6 After a twenty-eight day period has elapsed the second notice will be served as follows:

Abandoned property - abandoned notice 2 Section 18 Notice

Abandoning joint tenant - abandoned notice 4 Section 20 Notice

8.11.7 The Housing Officer will complete an execution of service form signed by the Housing Officer and witness.

8.11.8 In the case of an abandoned property if, 1 day after the second notice has been served no contact is made, then entrance to the property should be forced and the locks changed. The Housing Officer will be responsible for organising the forced entry with appropriate attendance.

8.11.9 In the case of an abandoning joint tenant if, 1 day after the second notice has been served no contact has been made, then a new tenancy in favour of the remaining tenant will be created.

8.11.10 If there is any property in the house it will be recorded in an inventory by a Housing Officer and witnessed. The Housing Officer must carefully assess the value of the items left in the house and take photographs as evidence of the condition of items.

8.11.11 If the tenant does not collect belongings from the property (or from the Co-operative if the property has been secured and the belongings

stored) by the repossession date, the belongings can be disposed of on or after the repossession date unless their value exceeds the storage costs plus any rent arrears. Items should be stored whenever possible

8.12 Abandoned Vehicles

8.12.1 The Co-operative appreciates that abandoned vehicles may present a hazard and that they cause concern to tenants. The Co-operative will report abandoned vehicles to South Lanarkshire Council via their website and seek removal where appropriate.

8.12.2 If South Lanarkshire Council are unable to remove the vehicle Concierge will attempt to ascertain its ownership and work with the Community Police Officers to arrange for its removal.

8.13 Parking

Clause 2.17 of the tenancy agreement states:-

2.17 No vehicle, caravan or trailer belonging to you or anyone living with you or anyone visiting you may be parked on our land unless:

- that land is set aside for parking; OR*
- we have given you written permission; OR*
- it is a public road;*

AND, in every case,

- it does not cause a nuisance or annoyance to your neighbours.*

8.13.1 There are a number of car parking bays within the Co-operative's land and these operate on a non-allocated basis, unless a specific bay has been set aside for disabled parking.

8.13.2 The Co-operative solely owns the land set aside for parking beside each tower and is responsible for its maintenance. Any requests for disabled parking spaces on this area will be considered by the Co-operative's Property Services team.

8.13.3 Residents requiring on-street disabled parking bays are required to submit an application to South Lanarkshire Council. The Co-operative has no authority or involvement in this area.

8.13.4 Any vehicles found to be parked in way that contravenes the tenancy agreement will be contacted immediately and asked to remedy the

situation. If there is no early remedy the matter will be reported to the Police.

9. Early action and Prevention

9.1 Estate Inspections - Planned inspections, will be carried out by the Property team six monthly to identify possible areas of concern and to protect the Co-operative's investment. A record of these inspections will be held on the Co-operative's IT system. The inspections are not restricted to but will include

- common landscaped and slabbed areas
- common entrances, closes, stairs, landings and carpark
- individual front and back gardens
- common fabric

9.2 The Maintenance Officer will be responsible for progressing identified repairs on a reactive / planned maintenance basis.

9.3 As per the concierge work rota, the Concierge team will address any issues on a daily basis including but not restricted to:-

- Domestic refuse collection
- Bulk uplift;
- Street lighting problems
- Graffiti removal
- Delittering and broken glass
- Items stored on landings
- Sub landing door closers
- Vandalism
- Common close/landing cleaning/stair cleaning
- Blocked chutes

10 Partnership working

The upkeep and management of West Whitlawburn area also involves other organisations, such as:

10.1 South Lanarkshire Council, which has responsibility for:

- The upkeep of public roads, sewers, pavements
- Street lighting.
- Collection of household and bulk refuse / recycling
- Fly-tipping
- Dog Fouling / Control
- Abandoned Vehicles

10.2 Police Scotland, which has responsibility for:

- Patrolling the West Whitlawburn area

- Deterring and detecting anti-social behaviour and other forms of criminal behaviour
- Liaising with tenants and the Association to be informed of community issues
- Engaging in operational and strategist tasks with the Co-operative

10.3 The Assistant Director (Tenancy Services) or the Concierge Manager will attend “Hub” meetings on a regular basis to discuss and highlight issues in the Whitlawburn area. Attendance will depend on the level and number of issues in the area. “Hub” meetings are Police led and attendance includes key partners in resolving estate management and anti-social issues ie South Lanarkshire Council and Fire and Rescue.

11. Health and Safety

The Co-operative will observe the provisions as contained within WWHC’s Health and Safety manual to ensure the wellbeing of staff and tenants in delivering the estate management service. Staff are also responsible for taking suitable measures and precautions to safeguard their wellbeing. Where issues / concerns prevail, staff should discuss these with the Assistant Director (Tenancy Services).

12 Target resolution times

12.1 Complaints will be classified as noted below:-

- a) Type A - A clear breach of tenancy conditions to be dealt with by the Co-operative alone.
- b) Type B - A breach of tenancy conditions where input from other agencies is required.
- c) Type C - A complaint of a nature where the Co-operative's jurisdiction is secondary to that of an external agency. (Most commonly these would be complaints of criminal behaviour which should be passed to the police.)

12.2 Locally agreed resolution targets are as follows:-

Type A - 5 working days.
Type B – 10 working days.
Type C – 15 working days.

12.3 There will be occasions where timescales are not met due to the complex nature of anti-social behaviour cases. This could be caused

as a result of issues such as the non-engagement, difficulty in contacting witnesses, information awaited from other agencies. Where timescales are likely to be exceeded, the investigating officer will inform the complainant.

13 Monitoring, Reporting & Evaluation

13.1 The Concierge Manager is responsible for recording cases on the Co-operative's Association's Anti-Social Behaviour register. This includes details of when the complaint was made, the complainant and alleged offender details, type of nuisance, actions taken / dates.

13.2 Housing Management team are responsible for categorising the complaint and monitoring the number of days taken to investigate and resolve the issue.

13.3 The Assistant Director (Tenancy Services) will present reports on case numbers, action in relation to estate management issues and anti-social behaviour to the Housing Sub Committee every 2 months. The report will confirm:-

- case numbers,
- confirm legal advice was sought
- action being progressed
- legal implications for the Co-operative.

13.4 The Co-operative's performance in relation to target resolution times will be contained within the Annual Return on the Charter

14 Review

14.1 This policy is scheduled for review in November 2022

Appendix 1

Neighbour Dispute Procedure

1. Introduction

- 1.1 These procedures outline the responses, which will be made by Housing Management staff to Estate Management complaints made by residents of the Co-operative (or non-residents where appropriate) regarding the unacceptable behaviour of their neighbours.

2. Dealing With Resident Complaints – Concierge

- 2.1 Due to the nature of the Co-operative's Housing Management structure, some complaints can be dealt with immediately by Concierge staff. These are generally complaints, which are less serious in nature e.g. `one-off` noisy party.

- 7.7** Concierge officers are required to witness noise complaints to ensure there is no opportunity for tenants to later deny problems. Recurring noise problems require a visit to the property. This avoids any confusion about the source of the noise and confirms that the noise was at an unacceptable level. Concierge should only visit a property if it is safe to do so. If it is not deemed safe they should contact the Police

- 7.8** The Concierge Officer should contact the tenant being complained about immediately, either by handset, telephone or by calling in person to their home. If the problem persists and the situation is not resolved the Concierge Officer should contact the Police and request their attendance. The Concierge Officer may be aware that the situation is not resolved due to further complaints or because of noise/activity at the property.

- 3.3 The Concierge Officer should complete an Incident Report and email it directly to the Housing Officer before the end of their shift.

- 3.5 If the incident has been dealt with and a satisfactory conclusion reached then no further action will be taken.

- 3.6 A copy of the Incident Report will be filed in the tenant file.

- 3.7 Where no satisfactory solution has been reached or if the incident is part of an ongoing action, the Housing Officer will then proceed to investigate the matter further and take appropriate action.

Concierge Incident Reports

- 3.8 Concierge Officer incident reports will contain full details of incident – dates, times, nature of incident, persons involved where known, action taken and outcome. The Concierge Manager and Senior Concierge Officers are responsible for ensuring appropriate and adequate information provision.
- 3.9 The Concierge Manager and Senior Concierge Officers will provide picture print outs of incidents along with incident reports as required and provide the necessary footage for the Police when required.

4. Dealing With Complaints - Housing Management

- 4.1 When a complaint is of a more serious nature or is a recurring complaint, further action may be appropriate.
- 4.2 Complaints may be made in person, by telephone, letter or email.
- 4.4 On receipt of a complaint the Housing Officer should decide if the complaint is:
- a) Type A - A clear breach of tenancy conditions to be dealt with by the Co-operative alone.
 - b) Type B - A breach of tenancy conditions where input from other agencies is required.
 - c) Type C - A complaint of a nature where the Co-operative's jurisdiction is secondary to that of an external agency. (Most commonly these would be complaints of criminal behaviour which should be passed to the police.)
- 4.5 If either the Complainer or the Complainant is under the jurisdiction of the MAPPA protocol the complaint will be dealt with by the Co-operative's Link officer (AD(TS)) and details of the complaints/situation will be passed to the MAPPA SOLO immediately.

**Complainants must be kept up to date of progress in resolving problems and informed of outcomes in all types of complaint.
Complainants must be made aware of their requirement to make further reports where there are recurrent problems.**

5. Target resolution times

- 5.1 Housing Management staff will adhere to response times as detailed

in Housing Management Targets. Target resolution times have been agreed locally and are as follows: -

Type A - 5 working days.

Type B – 10 working days.

Type C – 15 working days.

- 5.2 If no further complaints of a similar nature are received about the perpetrator for a period of 28 days the issue is considered to be resolved.

6. Type A complaints

- 6.1 Once the nature and detail of the complaint have been confirmed, an interview should be arranged to discuss the matter with the accused tenant.
- 6.2 A letter confirming the content of the interview and any warning issued regarding the behaviour should be sent to the accused tenant. The accused tenant shall have the right to appeal any decision using the Co-operative complaints procedure.
- 6.3 A copy of the interview notes and the subsequent letter should be filed in the accused tenant's file along with a copy of the original complaint. The original complaint should be filed in the complainant's house file.

7. Type B Complaints

- 7.1 Having established that a breach of tenancy has been caused or influenced by other factors which may be aided or resolved by the involvement of an external agency, the Housing Officer should identify and contact the appropriate agency with details of the case.
- 7.2 Having established contact, a meeting should be arranged between the Housing Officer and a representative from the other agency. The involvement and presence of the Assistant Director (Tenancy Services), Concierge Manager and the tenant concerned may also be appropriate depending of the circumstances of the case. If in doubt, the Housing Officer should seek guidance from the Assistant Director (Tenancy Services).
- 7.3 Time scales for progressing towards a solution should be agreed between all parties involved.
- 7.4 The external agency's involvement in achieving a solution should be agreed by all parties.

- 7.5 All agencies should keep in contact regularly to discuss progress with the case.
- 7.6 If a positive solution is achieved, and no further breaches of tenancy occur, no further action need be taken.
- 7.7 Failure to achieve a positive solution and a continuation of tenancy breaches may require legal sanctions to resolve the problem. Procedures for recurring problems would then be adopted. (See Section 8)

8. Type C Complaints

- 8.1 Complaints concerning matters where the Co-operatives jurisdiction is secondary to that of an external agency, should be passed on to the appropriate agency immediately. These would most commonly be criminal matters, which would be passed to the police. Other agencies involved may include the Environmental Health Department, Social Work, RSPCA, etc.
- 8.2 The complainant should be advised when their complaint is referred to an external agency and the reasons for referring the complaint explained.
- 8.3 Having referred the complaint, the Housing Officer should be as co-operative as possible with the external agency. In cases of a criminal nature for example, the police should be advised of the availability of digital recordings from CCTV equipment or audio recordings from recording equipment, which may be of use.
- 8.4 The external agency should advise the tenant making the complaint of the outcome directly. Where this is not possible, the Housing Officer should do so, but only if confidentiality will not be breached.

9. Recurring Complaints - Serious Breaches of Tenancy Conditions

- 9.1 It should be noted that the following procedures would only be implemented in cases of serious or continuous breaches of tenancy conditions.
- 9.2 It is generally envisaged that most problems can be dealt with in a conciliatory manner.
The Housing Officer should exhaust all possible options in seeking a solution before resorting to legal remedy.
Other possible solutions should always be considered/attempted first e.g. Is the problem related to design? If so, can this be rectified? If design features cannot be altered, would an offer of internal transfer

to one party be a solution? Would the introduction of a mediator help? Would the use of noise monitoring equipment verify the situation?

- 9.3 Where all other possible solutions have been exhausted or considered to be inappropriate, the Housing Officer should consider the use of legal action noted in clause 7.7 of the policy.
- 9.4 Having considered what the most appropriate legal remedy may be for a particular case, The Housing Officer should prepare a report for the Assistant Director (Tenancy Services) detailing the following:
- a) Tenancy circumstances
 - b) Number and nature of complaints
 - c) Events/catalogue of activities/behaviour
 - d) Trail of Housing Management action over period
 - e) Police involvement
 - f) Police reports
 - g) Witnesses to events
 - h) Identification of and recommendation to progress appropriate legal sanction

This should be presented to the Assistant Director (Tenancy Services) for consideration.

- 9.5 The Assistant Director (Tenancy Services) will agree with/reject the recommendation.
- 9.6 On approval to pursue a legal remedy, the Assistant Director (Tenancy Services) and the Housing Officer should consult the Co-operative's solicitor on the legal procedures for following such action and confirm the implications of the action for the Co-operative.
- 9.7 If eviction action is being pursued, the Local authority must be notified by the Co-operative's Solicitors who will issue the required Section 11 notification when the court date is granted.
- 9.8 The Assistant Director (Tenancy Services) should then notify the Housing Management Sub-Committee at the next meeting that legal action has been initiated.
- 9.9 Housing Sub monitoring reports will also confirm:-
- case numbers,
 - confirm legal advice was sought
 - action being progressed
 - legal implications for the Co-operative.

10. Investigation Reports/Case Notes/Correspondence

- 10.1 It should be noted that when dealing with any complaint, regardless of the type, all correspondence, investigation reports, case notes and police reports should be copied to the tenants file.

Landing & Stair Cleaning Procedures

1. Landing & Stair Cleaning rotas will changeover each Monday.
2. Senior Concierge and Housing Officers will discuss tenants who regularly fail to adhere to their landing/stair cleaning responsibilities and decide action on a case by case basis.
3. We accept that it is unlikely that a Sheriff will grant us an eviction decree for non-compliance with the landing cleaning rota and that the cost of any other action could be costly however having said this, action for consideration will include:
 - An order being obtained through the Courts which legally instructs the tenant to adhere to landing/stair cleaning responsibilities.
 - Landing/stair cleaning responsibilities being carried out by Concierge staff with a service charge being introduced to the tenant.
 - The tenants' failure to meet the cost of the service charge will result in action being taken against the tenant through the Small Claims Court.
 - Failure to adhere to landing/stair cleaning responsibilities will be recorded in the tenants file. This will be considered as a serious breach of conditions of tenancy and will be treated as such.

Equality and Diversity Compliant	Yes
Equality Impact Assessment required	Yes
Data Protection (GDPR) compliant	Yes
Health & Safety compliant	Yes
Training requirements	Refresher training required

Regulatory Framework	AN3 EH1
Assurance Information Bank Updated	Not required
Policy Implementation	
Reporting arrangements	2 monthly reports to Housing Sub Committee Performance is reported to the Scottish Housing Regulator through the ARC
Policy register updated	03 03 2020
Published on Website	03 03 2020
Publicity material issued	
Related Policies	