

# Tenancy and Estates Management Policy

October 2021

**Housing Services** 

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#### 1.0.0 TENANCY AND ESTATES MANAGEMENT POLICY

1.0.1 This policy details how Stroud District Council manages the types of tenancies it provides under current legislation and its statutory obligations as a landlord. Tenant Services is committed to providing estate management services to specific land and property owned by Stroud District Council (The Council). This policy is concerned with maintaining the physical condition, cleanliness and safety of the internal and external housing environment.

### 1.1.0 PURPOSE OF THE TENANCY AND ESTATES MANAGEMENT POLICY

- 1.1.1 The Council aims to manage tenancies efficiently and effectively to enable tenants to exercise their Legal rights.
- 1.1.2 This policy details the arrangements for the creation, ending and assignment of tenancies; the right to buy; and the right to sub-let.
- 1.1.3 Tenant Services is required to ensure our estates are attractive, well maintained, safe and secure for all our tenants.
- 1.1.4 Where communal services exist, the Council will always make the appropriate annual service charge to Tenants and leaseholders for the services received.
- 1.1.5 The key principles of the Estate Management Policy are to:
  - Maintain, in conjunction with tenants, clean, tidy and well cared for communal areas on our estates. These include hard surfaces and landscaped areas, as well as the internal communal areas of our properties.
  - Carry out site inspections of all of our estates and communal areas on a 4 12 week cycle based on demand, to highlight and subsequently address any area falling below our acceptable standards.
  - Work in partnership with Tenants and Resident Groups, Directorate colleagues, other stakeholders within the Council and other partnership agencies, such as the Police, support functions and adult social care to make stronger, safer and sustainable communities.
  - Ensuring the landlord's statutory obligations are being delivered in a fair and proportionate manner.

#### 1.2.0 WHAT IS TENANCY AND ESTATE MANAGEMENT?

- Ensuring all our tenants are aware of their rights and responsibilities
- Enforcing tenancy conditions when appropriate and where support has been offered
- Offering subsidized gardening scheme where appropriate
- Working with partners to reduce and resolve Anti-Social Behaviour
- Giving advice, assistance and support on tenancy matters
- Keeping all housing communal areas clean and well maintained
- 1.2.1 The Council will need to ensure that the procedures for managing the Council's housing estates are implemented in such a way as to ensure quality, efficiency, cost effectiveness including value for money.

#### 2.0.0 MANAGING TENANCIES

- 2.1.0 We ensure that our tenants are aware of their rights and obligations when they sign-up for their tenancies; the terms of which are set out in their Tenancy Agreement, which is the formal contract between the Council and the tenant(s).
- 2.2.0 The Council has a series of policies and documents which outline how tenancy matters are managed, such as sub-letting, abandonment and ending a tenancy.

#### 2.1.0 INTRODUCTORY TENANCIES

2.1.1 For tenants in social housing, an introductory tenancy is a probationary tenancy for twelve months. After this period, an introductory tenant will become a secure tenant if they meet the conditions of their tenancy agreement. If tenants do not meet the conditions to become a secure tenant, they will be advised before the 10-month stage and will be referred to Housing Advice for support in looking for alternative accommodation. Reasons for not being offered a secure tenancy can include consistent antisocial behaviour or rent arrears

#### 3.0.0 SECURE TENANCIES

- 3.0.1 Are classified as lifetime tenancies with a few exceptions. Under the 1985 Housing Act Secure tenants have the right to:
  - Exercise the Right to Buy
  - Take in lodgers and sub-let part of their home (with written consent from the landlord)
  - Carry out improvements (with written consent from the landlord)
  - Exercise a Mutual Exchange
  - Be consulted on related housing matters
  - Be able to assign their tenancy with permission with consideration being given to the Localism Act 2011 (See assignment of tenancies below)
- 3.0.2 The Courts have the power to grant possession, however, the Council would have to present compelling evidence that an eviction is warranted.

#### 3.1.0 NON SECURE TENANCIES

3.1.1 Are only given to people transitioning through the homeless process. A nonsecure tenant has very limited rights to remain in the property and possession is readily obtained through the legal process.

# 3.2.0 ASSIGNMENT OF TENANCY

3.2.1 If a tenancy commenced prior to 1 April 2012, a tenancy can be passed to a person who would qualify to have the tenancy assigned to them as referred to in the Housing Act 1985-part IV.

- 3.2.2 If a tenancy commenced on or after 1 April 2012 an assignment of tenancy may be made to a partner, who has used the property as their main home for the 12 months preceding a request for an assignment.
- 3.2.3 The Council must give written permission to assign a tenancy to another person for it to be actioned.

#### 3.3.0 SUCCESSION RIGHTS

3.3.1 The right for someone to inherit a tenancy when the existing tenant dies is called succession. The policy of granting succession rights is in line with the current HomeseekerPlus rulings as defined by the Regulator of Social Housing. A surviving family member may be offered a tenancy in the same property or a different property - subject to bedroom need.

#### 3.4.0 ALLOWING THE COUNCIL ACCESS TO OUR PROPERTIES

3.4.1 The Council will carry out regular inspections to our properties to ensure they are being used by the legal tenant and are being maintained to a good standard. Tenants must allow Council staff or Contractors access to the property to conduct these inspections.

#### 3.5.0 PROPERTY REPAIRS

- 3.5.1 Our Lettable Standard document contains details on the standard to which all council homes are required to meet prior to them being let. At the viewing, a Neighbourhood Management Officer will discuss this standard and use a checklist to make sure it has been met. To minimise any delays in the property becoming available, some minor repairs may be completed after a move. Housing Services will ensure that the property:
  - Is safe to move in to
  - Is secure and water tight
  - Has received a gas safety check (where appropriate)
  - Has received an electrical safety check
- 3.5.2 A copy of the Lettable Standard can be found in our 'How to guides, videos and useful downloads' section.

(https://www.stroud.gov.uk/housing/council-tenants-and-leaseholders/council-housing-repairs/how-to-guides-videos-and-useful-downloads)

# 3.5.3 Repairs we are responsible for as part of the Tenancy Agreement.

There are certain repairs that SDC will carry out. These include:

- The structure and exterior of the property
- The roof, chimney stack and chimney pots
- Walls, ceilings, floors and foundations
- Gutters, soffits and fascias, pipes and drains
- Door and window frame furniture
- Paths and steps giving access to the property

- Sanitary installations such as baths, washbasins, sinks, WCs and soil pipes
- Service installations such as water pipes and taps (including stop taps), gas piping from the meter, electric supply from the consumer unit including sockets and switches
- Water heaters, fireplaces, fitted fires and central heating, boundary fencing gates and walls connected to public land only (fencing between gardens is the tenant's responsibility)
- If there has been willful damage to the property these repairs may be rechargeable

#### 3.6.0 EMERGENCY ACCESS

3.6.1 In case of an emergency, it may not be possible to provide reasonable notice in order to access the property to prevent damage or harm to people and property. Every effort will be made to contact the tenant, if this is not possible, entry will be gained causing minimum damage to the property. A crisis assessment will also take place.

#### 3.7.0 BREACHING YOUR TENANCY AGREEMENT

3.7.1 Where a tenant chooses to breach their Tenancy Agreement, the appropriate informal or formal action will be taken to rectify the matter in line with the antisocial behaviour policy, income management and recovery policy, and pet policy.

#### 4.0.0 DECANT

4.0.1 In some circumstances, tenants may need to move from a property whilst alterations or major repairs or regeneration work are carried out. In such cases the Council will find suitable temporary or permanent accommodation whilst the work is being carried out. When this situation arises each case will be assessed on its individual merit.

#### 4.1.0 DOOR FOBS

4.1.1 If a door fob to a communal entrance has been misplaced or lost any additional fobs requested will be charged for and must be paid for in advance before being supplied.

#### 4.2.0 ENDING A TENANCY

- 4.2.1 A tenant may end their tenancy with the Council by providing four weeks written notice, starting on a Monday and ending on a Sunday. This applies to any tenant who chooses to leave their home to relocate either to another Social Landlord, Housing Association, Private Landlord or if they are buying a property on the open market.
- 4.2.2 Joint tenants can end their tenancy jointly or solely, once a notice for ending a joint tenancy has been accepted, the tenancy ends for both tenants.
- 4.2.3 If a tenant has vacated their property for more than 28 days without giving the required notification, the Council may issue a Notice to Quit and commence legal proceedings for possession of the property.

4.2.4 If a tenant dies, contact will either be made with the Next of Kin or the Executor/Administrator of the Estate to clarify the payment of any rent or outstanding housing debt. Whilst the Estate is being resolved, rent will be charged until the keys have been returned to Tenant Services.

#### 4.3.0 HOARDING

4.3.1 The Council recognises that hoarding takes place in a minority of its properties. Once the Council becomes aware of this, it will make every effort to work with the tenant; however, this cannot take precedence over the Council's Health and Safety responsibilities. If tenants, choose not to engage with the Council on this matter then legal action will be sought to bring the matter to its rightful conclusion.

#### 4.4.0 HOME CONTENTS INSURANCE

- 4.4.1 The Council does not provide home contents insurance, however, it does expect tenants to take out appropriate home contents insurance to protect their belongings in the event of a fire, theft, accidental damage or natural disaster.
- 4.4.2 Details of the Council's insurance provider is detailed on the website and given to tenants at sign up:

#### 4.5.0 IMPROVEMENT WORKS

- 4.5.1 The Council will carry out improvement works to our properties and this will be done on a scheduled basis.
- 4.5.2 When improvement works are going to be undertaken at our properties, the Council will give the tenant advance notice by writing to them explaining what works are to be carried out, how they will be carried out, and when they are due to start and end.

#### 4.6.0 MUTUAL EXCHANGES

4.18 In order for tenants to exchange their home with another tenant they must get the Council's written permission first and any other tenant must get permission from their landlord respectively. This only applies to Secure tenancies. Introductory and Non-Secure tenants cannot mutually exchange. Mutual Exchanges are completed through the homeswapper portal.

#### 5.0.0 PROPERTY ALTERATIONS

5.0.1 Tenants must have written permission from the Council prior to undertaking any alterations or additions to their home. This includes (but is not limited to) satellite dishes, aerials and external decorations. This only applies to Secure tenancies. Introductory and Non-Secure tenants cannot carry out property alterations.

#### 5.1.0 RECHARGEABLE REPAIRS

- 5.1.1 Repairs that are caused by mistreatment will be categorised as a recharge and remain the responsibly of the tenant. The tenant can opt for Tenant Services to carry out the repair, however, payment for this must be made before the works commence or a payment plan agreed to. Tenant Services Officers will carry out a financial assessment with tenants to ensure the payment is affordable
- 5.1.2 Alternatively, the repair can be carried out by a qualified tradesman of the tenant's choosing and payment should be made in advance; in which case a post inspection of all work will be undertaken by Council.

#### 5.2.0 RIGHT TO BUY

5.2.1 Most tenants, with the exception of independent living, Introductory and Non-Secure, have the Right to Buy providing they meet the qualifying criteria.

#### 5.3.0 SUB-LETTING

5.3.1 Tenants are able to sub-let part of their home with written permission from their Neighbourhood Management Officer. This only applies to Secure tenancies. Introductory and Non-Secure tenants cannot sub-let part of their home.

#### **5.4.0 TENANCY CHANGES**

- 5.4.1 For changes to a tenancy from joint to sole or sole to joint, all requests must be made in writing giving the reason(s) for the assignment.
- 5.4.2 Before the Council grants permission an assessment of the existing tenancy will be reviewed taking into consideration the tenant's behaviour, tenancy fraud, and any breaches or notices served. This only applies to Secure tenancies. Introductory and Non-Secure tenants cannot assign their tenancy.

#### 5.5.0 TENANCY FRAUD

5.5.1 The Council recognises the significant impact of tenancy fraud not only reducing the availability of social housing to those who need it most, the public purse and criminality. The Council will take the appropriate action against any tenant found to be committing a tenancy fraud and will always consider taking legal action against this activity.

#### 5.6.0 UNAUTHORISED OCCUPATION

5.6.1 Where the Council becomes aware that any property it owns and manages has been occupied by a person, and/or persons, who do not have the Council's authorisation to occupy the property, it will take action to remove the unauthorised occupiers from the property.

#### 6.0.0 ABANDONED POSSESSIONS

6.0.1 The Council will act in accordance with legislation and within the General Data Protection Regulations in relation to the handling and disposal of possessions and

- information which is sensitive and/or personal data remaining in a property at the end of a tenancy.
- 6.0.2 If a tenant has vacated the property for more than 28 days, without giving the required notification, we may issue a Notice to Quit and commence legal proceedings for possession of the property. Any work undertaken to gain entry and subsequently secure the property as a result of a warrant of eviction will be recharged against the tenant(s).
- 6.0.3 The ownership of abandoned vehicles found on housing estates will be properly investigated. If the registered owner refuses to remove the vehicle, the Council will do so and the owner will be recharged for any costs incurred.

#### 6.1.0 ANTI-SOCIAL BEHAVIOUR ACTIVITIES

- 6.1.1 All acts of vandalism will be reported to the Police.
- 6.1.2 If the perpetrator is a tenant or member of the tenant's family or friend or visitor, any associated costs to rectify this matter will be recharged to the tenant(s).
- 6.1.3 Where incidents of vandalism are recurrent, the Council will work closely with the Police to consider all appropriate action to cease the vandalism.
- 6.1.4 Where graffiti are of an unsavoury nature and can cause an offence, the graffiti will be removed within 24 hours.
- 6.1.5 Where hazards exist, such as hypodermic syringes, faeces, blood, or other such fluids, the Council will deal with these within 24 hours to minimise health and safety risks to our tenants.
- 6.1.6 The Council accepts that from time to time neighbour disputes may arise due to differing lifestyles and values. In such cases, tenants will in the first instance be encouraged to resolve difficulties with their neighbours on an amicable basis in line with our ASB Policy 2021.

#### 6.2.0 CCTV

6.2.1 A number of areas have CCTV present. CCTV is passively monitored and footage will only be viewed when required. If CCTV is to be installed, a proper legal process in line with RIPA will be followed. If alterations are to take place with the CCTV, consultation will take place with the affected tenants.

# 6.3.0 CLEANING OF COMMUNAL AREAS

- 6.3.1 The Council will ensure that communal areas are regularly cleaned.
- 6.3.2 The Council will maintain all shared hallways and gardens where a service charge is paid making sure these areas are clean and tidy. Currently, we have several blocks of flats, where a historical decision was made for tenants to clean the block themselves. This is to be reviewed. The Council will ensure all shared hallways are kept clear of any items or debris in line with regular fire risk assessments

(FRA's). Regular visits will be made to inspect these areas to ensure they have been cleaned and no articles remain a hindrance to these areas, in case of a fire escape

# 6.4.0 COMMUNAL BIN STORES

- 6.4.1 Communal bin stores are for the sole use of our tenants and must be used in accordance with the guidelines prescribed by the Council. Where tenants are abusing these areas and extra services are required to be provided, the costs for recouping these will be through service charges and or recharging.
- 6.4.2 Where non tenants are causing the problem through fly-tipping, the Council will thoroughly investigate, working in partnership with civil enforcement to identify and prosecute the perpetrator(s); making sure the full cost of this service is recovered.

#### 7.0.0 COMMUNITY INVOLVEMENT

- 7.0.1 The Council aims to foster good relationships with its tenants in providing a high quality service, which maintains and improves the external environment of its estates. To do this, the Council will seek appropriate consultation mechanisms to support community activities and promote service specific projects.
- 7.0.2 There are lots of ways tenants and leaseholders can get involved and have real influence on the types of services we provide and the role we play in the community. Tenants views matter to us and there are a number of ways in which tenants and leaseholders can have their say or get involved.
- 7.0.3 The Councils Housing Committee has co-opted two volunteer tenants, called 'Tenants' Voice Representatives', who help shape housing services by representing the views of tenants and influencing decisions at Housing Committee meetings.

#### 7.1.0 TENANTS REPAIRS INSPECTORS

- 7.1.1 As a landlord, we own and manage around 5,000 properties.
- 7.1.2 This 'hands on' involvement would see volunteer tenants trained up and working with our Property Care team, carrying out independent inspections on properties, check that the standard of workmanship is acceptable, that contractors are polite, turn up on time and show I.D. Tenant Repairs Inspectors would report on how well the Property Care team are doing and make suggestions on service improvements.
- 7.1.3 Neighbourhood Ambassadors/ champions is one way in which tenants can make a positive difference in their communities, by acting as an essential link between their neighbours and the Council. They advise on housing services, give regular feedback about what's working well and what isn't and help us make sure messages are clear. They also accompany Neighborhood Management Officers on Estate Walkabouts, which are open to everyone to join in. Training is provided and we encourage and welcome tenants in every area of the district to volunteer

to make a positive difference in their communities. For the future online training will be considered.

- 7.1.4 A Community Association is a group made up of tenants, leaseholders and residents a street, neighbourhood or estate. The aim of each group is to work together to improve the area, and create a community spirit. As a group, Community Associations can act as a 'hub' for a wide range of activities to benefit the health and wellbeing of local tenants and residents.
- 7.1.5 Throughout the year Task & Finish Groups or focus groups will be set up to scrutinize an aspect of the housing service. Each of these groups will be a short term activity and can be based on feedback from councilors, tenants or officers
- 7.1.6 Estate walkabouts are an excellent opportunity for tenants or leaseholders to highlight issues affecting the local neighbourhood. If you would like to join in, please advise us so that we can include as many tenants as possible in our consultations on the design and delivery of our services to you.
- 7.1.7 There is a new volunteer role, Green Champions, which has been created as part of the Housing Service's Cleaner Estates Strategy. This is another opportunity for tenants and leaseholders who wish to make a difference on estates. The role involves checking standards of cleaning in internal communal areas and the tidiness of estate landscapes (to help manage fly-tipping and waste management).
- 7.1.8 Tenant consultation events are held where refurbishment work is planned or any other changes that may affect tenant and leaseholders. There will be a satisfaction of tenants and residents (STAR) survey taken of a random sample of tenants every two years and there will be surveys about other aspects of the housing service some of which may be related to focus group work (see above). We are keen for as many tenants as possible to be involved consultations which help to improve the design and delivery of our services to tenants and leaseholders.

# 7.2.0 ANNUAL REPORT

7.2.1 Each year Tenant Services produce an annual report, which can be found on our website, detailing the Councils key performance outcomes.

#### 7.3.0 EQUALITY AND DIVERSITY

#### 7.3.1 Introduction

- 7.3.2 The Council is committed to providing services which embrace diversity and promote quality of opportunity. The Council's goal is to ensure these commitments are reinforced by the Council's values and statutory and legislative requirements, ensuring these are embedded in our day to day working practices.
- 7.3.3 The Council is committed to equality of opportunity for all people regardless of race, disability, sex, age, sexual orientation, religious belief (including non-religious beliefs), gender (including gender reassignment), marital status, and

pregnancy and maternity. We recognise and value the diversity of the local community and believe equality is central to the provision of modern quality services. We are committed to being inclusive with our approach and determined to make sure our approach to managing income and allocating resources supports this.

#### 7.3.4 Actions Taken

- 7.3.5 The Council's staff and contractors will operate in such a way to ensure their procedures and practices are sensitive to the needs of individual residents and to ensure they do not discriminate on the grounds of any strand of the Equality Act 2010.
- 7.3.6 Income collection and recovery action will be tailored to meet the needs of individuals as appropriate. All cases will be considered on an individual basis and the Council will work with Support Workers, Social Workers, and advocates of the tenant where necessary.
- 7.3.7 The Council will, in all reasonable circumstances, make information available in a variety of information formats, including (but not exclusively):
  - Large print
  - Audio CD
  - Community languages

#### 7.4.0 ESTATE IMPROVEMENT

- 7.4.1 The Council will work positively with tenant representatives and the community to deliver well-kept estates where anyone would be proud to live.
- 7.4.2 The Council will work jointly with tenant representative and the local neighbourhood to consider financing specific activities for the benefit the whole community, with the aim of making our estates the most attractive places to live and thrive.

#### 7.5.0 ESTATE INSPECTIONS

- 7.5.1 The Council will undertake a regular programme of inspections of our housing estates, to monitor the quality of the environment.
- 7.5.2 The Council will prioritise the regularity of estate inspections required.
- 7.5.3 The estate inspections will take into account all assets owned by the Council, including pavements, roads, fencing, trees, hedges and play areas. (this is not an exhaustive list)
- 7.5.4 Tenants who have gardens, hedges, trees, shrubs, bushes and fences, which form part of their property, must keep these areas clean and tidy. These areas must not be used to store furniture, vehicle parts or any other items unless permission has been given by the Council. The Council will work with and refer

- tenants for support who struggle to maintain their gardens and refer for a subsidized service if appropriate.
- 7.5.5 Where a tree preservation order exists work must not commence unless written permission is given by the Council.

#### 7.6.0 GARAGES

- 7.6.1 The Council will manage garages on housing land in such a manner as to maximise income whilst ensuring an efficient and effective service for garage tenants. Garage tenancies are not being currently offered as they form part of an ongoing development opportunity project.
- 7.6.2 Regular inspections will take place to ensure these areas are maintained to a sufficient standard, preventing a hazard to health.

#### 7.7.0 GROUNDS MAINTENANCE

- 7.7.1 The Council will ensure that work is undertaken on a routine basis to ensure that communal grounds on housing estates are maintained to a good standard. Currently 10 cuts a year take place.
- 7.7.2 Grounds maintenance will take place between March and October (weather permitting) with the inclusion of strimming, shrub pruning, weed control, litter picking and footpath clearance.

#### 8.0.0 PARKING

- 8.0.1 All vehicles parking within the Council's car parks must have a current valid road tax, display licence plates and be roadworthy. If vehicles are not roadworthy they may be removed within 28 days.
- 8.0.2 At times contractors will have to use these areas to park, in order to carry out repair work to the Council's properties, or the emergency services

#### 8.1.0 PETS

- 8.1.1 The Council accepts that keeping pets offers significant benefits to their owners and, therefore, encourages it. Tenants may keep animals in their accommodation with written permission from the Council. As specified by the Council's Pet Policy.
- 8.1.2 Pets must be kept under proper control at all times, in a safe and hygienic manner and must not cause a nuisance, annoyance or harm to anyone in the community
- 8.1.3 Pets should not cause damage to any parts of the property owned by the Council.
- 8.1.4 Fouling or mess created by a pet(s) must be cleared up immediately and in a hygienic manner.

### 8.2.0 PLAY AREAS

- 8.2.1 Play areas owned by the Council will be maintained and regularly inspected to ensure they are safe to use.
- 8.2.2 Periodically assessments will take place to establish the validity of the play areas; if the result of any assessment identifies a redundant play area, the Council will consult with the affected tenants and take the appropriate action.

# 8.3.0 PROPERTY INSPECTIONS AND THE DETERIORATION OF PREMISES

- 8.3.1 The Council will inspect the homes of tenants to ensure that they are complying with their conditions of tenancy. Where tenant's actions result in the deterioration of our property we will take action to tackle this problem. If tenants wish to transfer to another SDC property, then a property inspection will need to take place. If the property shows sign of deterioration through willful neglect or damage, then a transfer will be refused.
- 8.3.2 Guidance and advice will always be given when managing a deteriorated premises and signposting to support will be given if necessary. it is the responsibility of the tenant to maintain their property to a good standard. Where there are repeat offenders or tenants who are unwilling to engage with this process, consideration may be given to legal action.

#### 8.4.0 RELEVANT LEGISLATION AND REGULATORY COMPLIANCE

8.4.1 The Council will ensure that it manages its estates in accordance with relevant policy and legislation.

# 8.5.0 REMOVAL OF LITTER

8.5.1 The Council will act to remove fly tipping from communal land on housing estates, to ensure that our estates provide a high quality living environment. In the case of fly tipping the Council will endeavor to find and prosecute the perpetrator(s) and in doing so will utilise the best methods to achieve this.

#### 9.0.0 SATELLITE DISHES AND TV AERIALS

- 9.0.1 The Council recognises that our tenants enjoy the total use of their property and in doing so may want additions to compliment the property.
- 9.0.2 Tenants must have written permission prior to undertaking any works in relation to satellite dishes and aerials. Where permission is granted, the tenant will be responsible for any damage caused to the property and/or the property of others through the dish or aerial being installed, dismantled or becoming dislodged.
- 9.0.3 Communal aerials are maintained by the Council.

# 9.1.0 STREET LIGHTING

9.1.1 Where the Council is aware of a defective street light, in adopted areas, these will be reported to Gloucestershire County Council, for an inspection or a repair to be carried out.

9.1.2 The exception to this is where the Council owns street lamps on its estates the Council will carry out the repair work.

### 9.2.0 TREE MANAGEMENT

- 9.2.1 Trees which are located within the Council's communal areas will be maintained in line with the Council's tree policy.
- 9.2.2 Trees situated in a tenant's garden will remain the responsibility of the tenant. Guidance will be given to tenants who struggle to maintain trees in their gardens.

#### 9.3.0 TRESPASSING ON HOUSING LAND

9.3.1 The Council will act promptly to address encroachment on communal land in our ownership; this will include the management of abandoned vehicles/possessions.

#### 9.4.0 VERMIN AND PEST CONTROL

- 9.4.1 The Council will take action to address vermin/pest infestations on communal land/areas and will work with tenants to address vermin and pest infestations in individual properties.
- 9.4.2 Vermin/pests infestations which occur in individual homes remain the responsibility of the tenant; guidance and advice will be given to tenants from the Environmental Health team

# 10.0.0 INDEPENDENT LIVING (SPECIFIC):

#### 10.1.0 COMMUNAL SPACES

10.1.1 Communal spaces can be used by external organisations with the relevant written permission from the Independent Living team. All communal spaces are managed by the Independent Living team for tenants to enjoy.

#### 10.2.1 INDEPENDENT LIVING HUBS

10.2.2 Independent Living HUBS are operating across the district for social inclusion and wellbeing of tenants and residents

#### 10.3.0 FIRE RISK ASSESSMENTS

- 10.3.1 These assessments are carried out weekly within all Independent living communal areas to ensure they are clear of fire risks. A zero tolerance policy is adhered to in all communal walkways and corridors.
- 10.3.2 All fire risk assessments are managed in line with Health and Safety regulations.

#### 10.4.0 HEALTH & SAFETY

10.4.1 Health and Safety checks are carried out by Site Officers each time they are on site to ensure living space and the environment is fit for purpose

#### 10.5.0 PAT TESTING

10.5.1 Site Officers will PAT test all communal electrical equipment; portable equipment every 6 months and static equipment every 12 months.

#### 10.6.0 LEGIONELLA WATER TESTING

10.6.1 All communal showers and low use outlets will be tested on a weekly basis by Site Officers to achieve the relevant water temperatures.

#### 10.7.0 MOBILITY SCOOTERS

10.7.1 Must not be stored or charged in the communal area or your home (unless your mobility scooter uses a lithium battery). Where storage or charging facilities are made available, these must be used. When using an external charging point, a suitable waterproof transformer must be used. Mobility scooters using the communal charging points will be PAT tested annually by the Site Officer.

#### 11.0.0 TRANSLATION STATEMENT

- 11.0.1 If you have any difficulties reading this information or need further assistance understanding our processes, please contact us on 01453 766321 or visit our website on <a href="https://www.stroud.gov.uk">www.stroud.gov.uk</a>.
- 11.0.2 We can produce document in a variety of formats. All you need to do is let us know what you need and we will try to assist you.

# 12.0.0 POLICY REVIEW

- 12.0.1 This policy will be reviewed as the need arises through changes to legislation or regulation or no later than 3 years from its implementation date.
- 12.0.2 Where there has been a change in legislation which has an impact on the policy, the policy will be reviewed within 3 months of the legislation or regulation coming into effect.