

NORTH LANARKSHIRE COUNCIL

REPORT

To: HOUSING COMMITTEE		Subject: ESTATE MANAGEMENT POLICY REVIEW
From: DIRECTOR OF HOUSING		
Date: 22 November 1995	Ref: GSW/JM	

1 **INTRODUCTION**

- 1.1 Reference is made to my progress report of 10 October 1995 which was submitted to the first meeting of the Housing Committee on 25 October 1995. Within the aforementioned report I indicated my intention to submit more detailed reports on all major aspects of the housing service in order that the Committee could determine the policies and service standards which should operate from 1 April 1996.
- 1.2 The purpose of this report is to review the Estate Management function. The report will endeavour to highlight the main variations in policy across each of the merging authorities and, where possible, make recommendations as to how these differences should be tackled prior to the next financial year, ie 1996/97.
- 1.3 Where appropriate, I have also taken the opportunity to prepare a draft policy statement which basically encompasses all key elements of the best practice for each function or service. The formal adoption of these policy statements should provide Elected Members, officials and service users with a clear and early indication of the Council's broad aims for each service and the principles and methods which will be adopted to achieve them.

2 **ESTATE MANAGEMENT**

2.1 **Procedures**

Procedures and timescales for dealing with many Estate Management matters are governed by the Housing (Scotland) Act 1987 and it is, therefore, not surprising to find similarities in the practices of the 4 authorities. Appendix 1 compares practices between the authorities and makes recommendations for action. In addition, work has commenced on a draft Estate Management Procedure Manual which will standardise procedures across North Lanarkshire.

2.2 **Policy Statement**

Estate Management is one of the core functions of the housing service and the effective application of Estate Management procedures is essential to the achievement of a high level of satisfaction among tenants.

Appendix 2 outlines the aims and objectives for the Estate Management Service which it is recommended should be adopted by the Council.

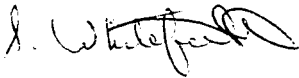
2.3 **Anti-Social Behaviour**

In recognition of the growing incidence of anti-social behaviour, and the distress which tenants can experience as a result of the anti-social behaviour of their neighbours, it is recommended that the Council attach a high priority to addressing the issue in the most effective way possible.

Appendix 3 contains a strategy for dealing with anti-social behaviour which it is recommended should be adopted by the Council.

3 SUMMARY AND RECOMMENDATIONS

- 3.1 Estate Management policies and procedures will require to be reviewed and regularly updated to take account of new legislation and recognised good practice. However, it is important that North Lanarkshire Council establishes its aims and objectives for the Estate Management Service and procedures are quickly standardised taking account of current good practice in the 4 authorities. A coordinated approach to Estate Management is necessary in order to avoid confusion among tenants and staff following the transition to the new North Lanarkshire Council. The production of a new Estate Management Procedure Manual will also assist in this process.
- 3.2 The Committee is, therefore, requested to consider the following:
- 3.2.1 Adoption of the recommendations set out in Appendix 1.
- 3.2.2 Adoption of the Estate Management Policy Statement set out in Appendix 2.
- 3.2.3 Adoption of the Anti-Social Behaviour Policy Statement set out in Appendix 3.



G S Whitefield
Director of Housing

APPENDIX 1 : COMPARISON OF ESTATE MANAGEMENT PROCEDURES AND RECOMMENDATIONS FOR ACTION

ITEM	MOTHERWELL	MONKLANDS	CUMBERNAULD & KILSYTH	STRATHKELVIN	RECOMMENDATIONS
Abandoned Tenancies	Similar.	Similar	Similar.	Similar.	Standardise pro formas.
Alterations & Improvements 28 day turnaround	Application form. Reply 15 working days.	Tenant applies by letter	Tenant applies by letter.	Application form.	Standardise application form.
Mutual Exchanges	No repairs for 6 months after exchange.	No repairs for 1 year after exchange	No repairs for 1 year after exchange.	No repairs for 1 year after exchange.	<ul style="list-style-type: none"> Remove repairs penalty. Pre-inspection prior to approval in all cases.
Sub Letting	Similar.	Similar	Similar.	Similar.	Standardise application form and pro formas.
Lodgers	Similar.	Similar	Similar.	Similar.	Standardise application form and pro formas.
Succession of Tenancy	Similar.	Similar	Similar.	Similar.	Standardise application form and pro formas.
Transfer of Tenancy	Similar.	Similar	Similar.	Similar.	Standardise application form and pro formas.
Application to Conduct a Business	Application form.	Write in	Write in.	Write in.	Standardise application form.
Garages/Driveways	Allow in garden ground timber and sectional brick.	Allow in garden ground slabbed driveway, timber and sectional brick.	Allow in garden ground timber and sectional brick.	Allow in garden ground timber and sectional brick.	Standardise application form.
Garage Reserve Sites	Housing Department. Yes, weekly charge — 98p tenants; 98p+VAT owner-occupier.	Housing Department. Yes, weekly charge — 88p tenants; 88p+VAT owner-occupier.	Legal Department. Annual charge — £25.00 tenants.	Weekly charge — 96p tenants.	Sites should be marketed as they become available.
Garden Ground	Allow 4-in-block to swap by varying Conditions of Tenancy.	Do not allow tenants to swap.	Allow by written agreement.	Not allowed.	Tenants should be allowed to swap where appropriate.

ITEM	MOTHERWELL	MONKLANDS	CUMBERNAULD & KILSYTH	STRATHKELVIN	RECOMMENDATIONS
Open Plan Front Gardens	Sell ground. Maintained by owner.	Sell ground. Maintained by owner.	No open plan.	Only sell back garden.. Council maintain front — charge currently being reviewed.	Open plan designation should be removed on application/sale.
Establishing Boundaries for House Sales	Legal coordinate. Housing Officer verifies plan from Estates Department before sale.	Joint visit by Planning Surveyor and Housing Officer.	Legal Department Land Surveyor liaises with CSO.	Admin Department liaises with Property Services Department.	Housing Department should verify plan prior to house sale.
Care of Gardens	Tenants only (elderly with no relatives handy). Forgewood Landscaping — 8 cuts, 2 hedge trims — 3,000+ people £187,000 — reviewed annually.	Automatic over the age of 70, over 65 on request — tenants and owner-occupiers. Leisure & Recreation — 4 cuts, 1 hedge trim — 3,400 people — reviewed annually.	Tenants and owner- occupiers. Parks Department — 8 cuts, 1 hedge trim — 1,300-1,500 people £63,000, £73,000.	Tenants and owner- occupiers (no able bodied in house or relatives). Leisure & Recreation — 14 cuts. No further information available.	<ul style="list-style-type: none"> • Ideally service should be extended to cover eligible tenants and owner-occupiers. • Financial implication of this proposal to be the subject of a further report to Committee to coincide with estimate cycle. • Meantime the cost of service to owner- occupiers should be met from General Fund. • Draw up appropriate tendering document.
Weedkilling	Back courts, communal paths/garage sites. Leisure Services.	Weedkilling programme — back courts, communal paths/garage sites. Leisure & Recreation.	Weedkilling programme — back courts, communal paths/garage sites. Parks Department — £18,000.	Parks Department. No further information available.	Draw up appropriate tendering documents.

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ITEM	MOTHERWELL	MONKLANDS	CUMBERNAULD & KILSYTH	STRATHKELVIN	RECOMMENDATIONS
Tenancy References — Financial	£25.00+VAT.	£25.00.	£23.50.	£10.00.	A charge of £25.00+ VAT should be introduced subject to annual review in line with inflation.
Tenancy References — Other Authorities	Standard request form.	Write to other authorities.	Write to other authorities.	Write to other authorities.	Standardise request form.
Pets	Not allowed in flats otherwise only apply if nuisance being caused.	Must apply in writing. Not allowed in door controlled multistoreys/walk-up flats.	Permission required. Application form.	Written permission required for dogs.	<ul style="list-style-type: none"> Dogs should not be permitted in flats with a communal entrance. Standard application form to be introduced in accordance with new Conditions of Tenancy.
Estate Caretaking	Provided for walk-up flats. 34 Estate Caretakers.	For estates with large numbers of walk-up flats. Ratio 1 : 400.	None.	None.	<ul style="list-style-type: none"> Financial implications of extending service should be examined and a further report prepared by Director of Housing. Pay and conditions should be rationalised.
Multistorey Tower Caretaking	1 per tower. 31 Caretakers.	Provided for all multistoreys without concierge service. 1 per multistorey. 18 Caretakers.	None.	None.	<ul style="list-style-type: none"> Existing provision should continue pending further review. Pay and conditions should be rationalised.
Concierge Service	None.	10 towers with 24-hour service. 2 per tower at any time.	None.	None.	Financial implications of extending service should be examined and a further report prepared by Director of Housing.

ITEM	MOTHERWELL	MONKLANDS	CUMBERNAULD & KILSYTH	STRATHKELVIN	RECOMMENDATIONS
Anti-Social	Procedures similar. Professional Witness Scheme being tested.	Procedures similar.	Procedures similar.	Procedures similar.	<ul style="list-style-type: none"> • Monitoring system should be established and working practices kept under review. • Professional Witnesses should be used when required. • A Mediation Service should be introduced.
Superiors Consent	Application form from Legal/Housing — no charge.	Apply in writing — £50.00 charge. Legal coordinate.	Apply in writing — no charge. Legal coordinate.	Apply in writing — no charge. Legal coordinate.	<ul style="list-style-type: none"> • Charge of £25.00+VAT should be introduced increased annually in line with inflation. • Standardise application form.
Conditions of Tenancy	Missive and separate Conditions of Tenancy.	Missive and separate Conditions of Tenancy.	Missive and separate Conditions of Tenancy.	One document.	New Missive and Conditions of Tenancy to be introduced and should be contained in one document (see draft attached).

MINUTE OF LEASE between NORTH LANARKSHIRE COUNCIL, incorporated under the Local Government, Etc. (Scotland) Act 1994, the Local Authority under the Housing (Scotland) Act 1987 and Acts amending the same (hereinafter referred to as 'the Council') OF THE FIRST PART and

(hereinafter referred to as 'the Tenant') OF THE SECOND PART.

IT IS HEREBY CONTRACTED and AGREED between the Council and the Tenant that is to say the Council hereby lets to the Tenant ALL and WHOLE the dwellinghouse forming and known as (hereinafter referred to as 'the dwellinghouse') together with any garden and other ground pertaining thereto, whether used exclusively or in common with any other party, and the whole parts, privileges and pertinents thereof (all hereinafter referred to as 'the subjects') and that on the following terms and conditions:-

1. ENTRY
The Date of Entry shall be
2. RENTAL
The rent shall be Pounds (£) sterling per fortnight payable in advance, the first payment being due on the said Date of Entry. All payments must be made in advance and shall be made in accordance with the Council's policy, which may be amended from time to time, and as advised by the Director of Housing. In the event that the Tenant fails to pay the rent on the due date, the Council shall be entitled to add an administrative charge equal to 10% of any arrears outstanding, and shall be entitled to recover any such charge from the Tenant in addition to the rent. It is understood that all payments made by the Tenant shall be applied by the Council to reduce the earliest incurred arrears of rent. In exchange for the first payment of rent, the Tenant will be given the keys and allowed to take entry to the subjects.
It is understood that the rent, or any other charges payable, may be increased by the Council with effect from the beginning of any rental period, said rental period being one fortnight, by a written Notice given by the Council to the Tenant not less than four weeks before the beginning of the said rental period. The Tenant agrees, by acceptance hereof, that no claim for damages or other claims whatsoever shall interfere with the payment of rent.
3. USE OF SUBJECTS
Subject to the terms of Para 5 of Part 1 of Schedule 3 of the Act, the Tenant shall occupy the subjects and shall use the subjects as a dwellinghouse for residential purposes for occupation by one family only. The Tenant shall not keep, store or use oil, paraffin or liquid petroleum gas, or other similar materials within or upon the subjects. The Tenant shall not use the subjects or any part thereof for carrying on a business or trade, or as a workshop, without the prior written consent of the Council. No motor vehicle or caravan may be kept upon the subjects without the prior written consent of the Council. It is understood that any consent granted in terms of this Clause may be granted subject to such conditions as the Council consider appropriate.
4. KEEPING OF ANIMALS
The Tenant shall not, without the Council's prior written consent, keep any animal in or upon the subjects. It is understood that any consent granted in terms of this Clause may be granted subject to such conditions as the Council consider appropriate.
5. VARIATION OF TENANCY
The Council or the Tenant may, by agreement, vary the terms and conditions of this Lease. It is understood that any such agreement must be in writing, and in accordance with Section 54 of Housing (Scotland) Act 1987 and Acts amending the same (hereinafter referred to as 'the Act').
6. ASSIGNATION/SUBLETTING
The Tenant shall not assign, sublet, take in a lodger, or otherwise give up possession of the subjects, or any part thereof, to any other person or persons, except with the prior written consent of the Council which consent shall not be unreasonably withheld. It is understood that any consent granted in terms of this Clause may be granted subject to such conditions as the Council consider appropriate.
7. TRANSFER OF TENANCY
The Council may transfer the tenancy of the subjects in terms of Paragraph 16 of Part 1 of Schedule 3 of the Act.
8. CONDITION/MAINTENANCE OF THE SUBJECTS
The Tenant hereby accepts the subjects as being in good order and repair and during the course of this Lease shall be responsible for carrying out all internal decorations and maintaining the subjects in good order, all to the satisfaction of the Council. The Tenant shall further be responsible for keeping the garden and other ground pertaining to the subjects in a neat and tidy condition and properly cultivated, again all to the satisfaction of the Council.
9. COMMON PARTS
The Tenant, equally with neighbours, shall keep any and all areas which they use in common, or over which they exercise a right of access, in a clean and tidy condition. The Tenant shall also keep all common parts and accesses free at all times from obstruction.
10. NUISANCE
The Tenant or any person residing with or lodging with the Tenant, or visiting the subjects shall not cause nuisance or annoyance to neighbours, or any other person or persons, in, on, or within the vicinity of the subjects. The Council, acting reasonably, shall be the sole judge as to what constitutes a nuisance or annoyance in terms of this Clause.
11. COUNCIL'S RIGHT OF ACCESS
The Tenant shall allow officials of the Council and persons authorised by the Council to enter upon and into the subjects to inspect the subjects or to carry out repairs or other works, to the subjects.

12. MAINTENANCE AND REPAIR OF SUBJECTS

(i) The Council shall:-

- (a) maintain, so far as is practicable, any common parts of the subjects including common entrance halls, landings and staircases. It is understood that in the event of an adjoining Tenant exercising his right to purchase in terms of the Act, the Council will only be responsible for a relevant proportion of maintenance of said common parts;
 - (b) keep in good order and repair, so far as is practicable, the structure and exterior of the dwellinghouse;
 - (c) within the subjects, ensure, so far as is practicable, that all pipes for the supply of water, central heating or gas and for space heating and water heating shall be kept in good order and repair;
- (ii) It is understood that in the event of the Tenant believing that a repair for which the Council is responsible is required, he shall be obliged to inform the Council as soon as possible, or where the repair is of such a nature as to constitute an emergency, he shall be obliged to inform the Council immediately;
- (iii) The Tenant shall take all reasonable steps to avoid and/or minimise any loss, damage or injury which may be occasioned to the subjects or to any person or persons as a result of any part of the subjects requiring repair;
- (iv) If the Tenant requests that a repair be carried out by the Council on an emergency basis, and it appears to the Council that the repair was not required on an emergency basis, the Tenant shall pay such sum or sums as the Council may demand in respect of any and all costs incurred by the Council in dealing with the matter;
- (v) In the event of the Tenant requesting a repair, he shall be obliged to allow the Council or persons authorised by them access to the subjects for the purposes of carrying out the repair. If the Council, or persons authorised by them, are denied access to the subjects, or having made an arrangement with the Tenant to gain access and the Tenant fails to keep such an arrangement, the Tenant shall be responsible for the payment of any and all costs incurred by the Council in gaining or attempting to gain access;
- (vi) If it appears to the Council that a repair, which has been requested by the Tenant, has been necessitated wholly or partly by the fault or negligence of the Tenant or any person residing with, lodging with or visiting the Tenant, the Council may require the Tenant to effect the repair within a reasonable period of time and at the Tenant's expense. In the event that the Tenant does not comply with such a request within a reasonable period of time, the Council may arrange to have the repair effected and may thereafter seek reimbursement from the Tenant of all expenses, including a reasonable charge to cover the Council's administrative costs, incurred in having such repair carried out.

13. TEMPORARY DISPLACEMENT

The Council shall be entitled to recover possession of the subjects on a temporary basis where it is intended to carry out works which cannot take place while the Tenant remains in occupation of the subjects. The Council and the Tenant shall enter into an agreement to regulate the provision of temporary accommodation, but it is specifically provided that the terms of such an agreement shall not terminate the secure tenancy of the subjects constituted by this Lease.

14. ALTERATIONS

The Tenant shall not carry out work in or upon the subjects, other than interior decoration of the dwellinghouse, without the prior written consent of the Council, which consent shall not be unreasonably withheld. It is understood that 'work' includes the alteration, improvement or enlargement of the dwellinghouse or any of its fixtures or fittings, the addition of new fittings or, including the erection of television aerials and satellite dishes, or the erection of a garage, shed or any other structure in or upon the subjects. Any request to carry out work shall be made by the Tenant and dealt with by the Council in terms of Section 57 and Schedule 5 of the Act.

15. SUCCESSION TO TENANCY

It is understood that, subject to the terms of Section 52 of the Act, this Tenancy may pass by operation of law to a "qualified person" on the death of the Tenant. It is specifically understood that if there is no "qualified person" in terms of the Act, or if the Tenancy has already passed in terms of Section 52, then this Lease will be terminated as at the date of the death of the Tenant.

16. ABANDONMENT OF SUBJECTS

If the Council has reasonable grounds to believe that the subjects are unoccupied and that the Tenant does not intend to occupy the subjects as his home, the Council may take such steps as are specified in Section 50 of the Act to repossess the subjects.

17. TERMINATION

This Lease may be terminated by either party in terms of Section 46 of the Act. Further, the Council may seek to terminate this Lease and recover possession of the subjects by means of court action in terms of Section 47, and on the grounds specified in Part 1 of Schedule 3 of the Act.

18. INSURANCE

The Council will only be responsible for effecting such insurance as it deems appropriate in respect of loss or damage to the subjects. It is specifically understood that the Council will not be responsible for insuring property within the ownership of the Tenant, or the internal decoration of the subjects.

19. EXPENSES

The Tenant shall pay the Council any and all expenses incurred by the Council arising from (i) any failure by the Tenant to comply with the conditions of this Lease, or (ii) any negligence or fault of the Tenant. It is understood that all such expenses shall be recoverable from the Tenant either during or after the termination of this Lease.

20. JOINT AND SEVERAL LIABILITY

It is understood that persons who are being offered a tenancy jointly and severally, and who have accepted such an offer, shall be bound jointly and severally in all the obligations imposed on them by this Lease and shall accept any notice given by the Council as binding upon both or all of those persons as 'the Tenant' if such notice is given in the individual name of, and to any one of them. Further, it is understood that Notice of Termination of the Lease given by any one of the said persons shall be binding upon both or all of them, and such Notice shall be sufficient to terminate the Lease, all without prejudice to the terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, as amended.

21. GENERAL

- (i) It is understood that where any consents or permissions are granted or given by the Council in terms of hereof subject to conditions, such conditions shall be conditions of this Lease.
- (ii) Where the words 'he', 'him' or 'his' are used to refer to the Tenant, they shall be construed to mean 'she', 'her' or 'hers', or 'they' or 'them' as appropriate.

APPENDIX 2 : ESTATE MANAGEMENT POLICY STATEMENT

1 Policy Aim

Maintain and enhance a pleasant, peaceful environment which improves the quality of life for all members of the local community.

Policy Objectives

- Visit all new tenants to ensure they are aware of their tenancy conditions and deal consistently and effectively with any breaches in tenancy.
- Develop effective remedies for dealing with neighbour disputes and anti-social behaviour.
- Develop information recording systems and encourage closer liaison with Police, Social Work and other agencies.
- Carry out regular inspections of properties and estates to ensure that they are well maintained and take prompt, effective action to deal with any problems identified.
- Provide a Care of Garden Scheme.
- Respond quickly to acts of vandalism and graffiti and develop preventative measures.
- Ensure effective caretaking service is provided for:
 - ▶ flatted accommodation;
 - ▶ tower blocks, including 24-hour 7-day call-out service;
 - ▶ designated concierge tower blocks on a 24-hour 7-day basis.
- Provide adequate security services, including improved lighting and close circuit television where appropriate.

2 Policy Aim

Provide impartial information on tenancy matters to all members of the local community.

Policy Objectives

- Provide all new tenants with a Tenants' Handbook.
- Provide advice and support for Community Care clients in conjunction with other agencies.
- Provide information on house purchase under the "right to buy" and "rent to loan" schemes. Assist other departments to process purchase applications and feu superior consent information within 10 working days.
- Investigate cases of owner-occupier/tenant disputes to assist Legal Services.
- Respond to request for information within 10 working days.
- Respond to applications to carry out alterations within 15 working days.

Estate Management Service Standards

	Working Days	1996/97 Target
• Correspondence	10 days	100%
• Counter enquiries	10 mins	100%
• Time taken to notify tenant of decision regarding:		
▶ Succession to Tenancy	10 days	100%
▶ Alterations and Improvements	15 days	100%
▶ Mutual Exchange	20 days	95%
▶ Transfer of Tenancy	15 days	100%
▶ Sub Letting	15 days	95%
▶ Lodgers	15 days	95%
▶ Conducting a Business	15 days	95%
• House Sales enquiries (including feu superiors requests and requests to check house sale plans)	10 days	99%
• Anti-Social Complaints (first contact)	3 days	100%

APPENDIX 3 : DEALING WITH ANTI-SOCIAL BEHAVIOUR POLICY STATEMENT

Policy Aim

The Council wishes to state clearly its objective that strong and effective action will be taken to tackle any problems of an anti-social nature, and, consequently, the Estate Management Service will respond quickly, sensitively and effectively to any complaints lodged and will use all available means to address problems.

Policy Objectives

- Ensure that documents such as the conditions of tenancy, information leaflets or publications issued by the Council explain clearly the Council's determination to effectively tackle any problems of anti-social behaviour.
- While recognising the fears of complainants and the potential need for confidentiality, encourage all complaints to be made in writing.
- Ensure that all complaints verbally or in writing are investigated and responded to quickly and in accordance with the service standards adopted.
- Develop comprehensive and effective recording systems for complaints which will help to ensure the success of any resultant court or other actions.
- Ensure that other housing policies (eg Housing Allocations Policy) support and fully reflect the Council's objective in relation to tackling anti-social behaviour.
- Ensure that staff are properly trained in tackling anti-social behaviour and are aware of the Council's determination to deal effectively with this problem.
- Establish effective monitoring arrangements to ensure consistency of approach for dealing with anti-social behaviour.
- Develop effective links with other agencies (eg Police, Social Work) to assist in tackling the problems in a comprehensive manner.

- Pursue all methods of tackling the problems of anti-social behaviour, such as:
 - the use of Interdict;
 - the use of Specific Implement;
 - an emergency help-line and Professional Witness Service;
 - Mediation and Arbitration;
 - the introduction of closed circuit television where appropriate.

Service Standard

	Working Days	1996/97 Target
• First contact by Housing Official with complainer.	3 days	99%
• First contact by Housing Official with person who is subject of complaint.	4 days	95%
• Return to parties advising of action taken.	7 days	95%
• Obtaining background information for possible further action if required.	within 28 days first visit	95%