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## ESTATES MANAGEMENT POLICY

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<b>Title:</b>	Estates Management Policy
<b>Purpose of Procedure:</b>	To clarify procedures for estate management and ensure that the Association's required standard is maintained.
<b>Section:</b>	Housing Management
<b>Date:</b>	April 2019
<b>Review Date:</b>	April 2022
<b>Charter Standard:</b>	<b>6: Neighbourhood and Community</b>  Estate management, anti-social behaviour, neighbour nuisance and tenancy disputes
<b>Reference: Standard 6:</b>	<b>Scottish Housing Regulator's Housing Charter</b>  <b>Social landlords, working in partnership with other agencies, help to ensure that:</b> <ul style="list-style-type: none"><li>• <b>Tenants and other customers live in well maintained neighbourhoods where they feel safe</b></li></ul>

# **BLAIRTUMMOCK HOUSING ASSOCIATION**

## **ESTATES MANAGEMENT POLICY**

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**1.1** Blairtummock Housing Association takes recognition of Scottish Housing Regulator's Housing Charter Standard 6 which states:-

Social landlords, working in partnership with other agencies, help to ensure that:

- *tenants and other customers live in well-maintained neighbourhoods where they feel safe*

The Association's vision and mission as detailed in the Business Plan is:

Vision – 'To secure a safe and attractive environment for current and future generations'.

Mission –

- 'Everyone lives in a warm and affordable home, in a neighbourhood that is clean and well cared for'.
- 'Everyone has access to the opportunities needed to achieve a good quality of life.'
- 'Our community is a safe and inclusive place to stay'.

The purpose of this Policy and Procedure is to ensure we are meeting our mission and vision by delivering an effective estate management service that maintains a high quality of service to our residents.

We will manage the environment around our properties and any common areas effectively, to ensure that the neighbourhood is an attractive, well maintained and safe place to live.

## **2.0 AIMS OF POLICY AND PROCEDURE**

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**2.1** The Association will ensure that the Estate Management services are planned, implemented, regularly inspected and maintained to the highest possible standard and that Estate Management issues are acted upon promptly.

**2.2** The following are the main aims, identified as necessary, to ensure the successful and efficient management of this policy.

- To enable our residents to have quiet enjoyment of their home with decent, safe and secure surroundings
- To have a transparent and easily accessible policy for dealing with estate management issues in order to have a positive effect on customers satisfaction
- To minimise the turnover of stock and reduce any estate management issues
- To ensure that staff are alert to health and safety issues within the general environment
- To ensure effective communication between the Association and our residents by highlighting estate management issues and procedures in our publications including newsletters, posters, open days and any Registered Tenant Organisations.
- To ensure that Housing Management and Maintenance staff maintain a high visible presence in our areas, to assist motivation amongst our residents in taking a responsible role by assisting in any issues that affect their general environment
- To liaise with appropriate agencies such as Glasgow City Council, Police Scotland and local community groups with the aim of achieving a good physical environment in the Association's geographical area.
- To ensure that communal cleaning standards and responsibilities are made clear and maintained by tenants.
- To ensure that garden standards and responsibilities are clearly set and maintained by residents/contractors and that staff remain alert to those who require assistance in maintaining their garden
- To ensure that estate management services are planned, adequately resourced and effectively budgeted for.

- To ensure that communal repairs to door entry systems, lighting, removal of graffiti etc. are carried out quickly and efficiently
- To monitor the quality of close cleaning and ground maintenance contractor in line with the Service Level Agreement.

### **3.0 OBJECTIVES**

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**3.1** The Association's Internal Management Plan highlights our main objectives as:

- Consolidating and improving the services our tenants receive.
- Investing in our tenants' homes.
- Developing our asset management approach.
- Working with the community and others to improve opportunities and the quality of life for local residents.
- Improve the quality of the local environment.
- Seeking Glasgow City Council support for a renewed development role.
- Exploring with EHRA and others the feasibility of greater community control over public services in Easterhouse.



## **4.0 ESTATE MANAGEMENT SERVICE**

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**4.1** The Association will ensure that the provision of the estate management service is appropriate and responsive to local needs. In meeting this objective, the Association will also ensure that, with normal staffing levels, there are sufficient members of staff to provide an efficient and effective estate management service. When signing up for their new home, new tenants will be provided with information, advice and assistance about estate management matters including:

- An explanation of the terms of their Scottish Secure tenancy (SST) or Short Scottish Secure Tenancy (SSST), and in particular matters relating to estate management issues.
- All matters relating to anti-social behaviour and harassment, racial harassment, including reports of graffiti and deliberate damage and issues concerning substance misuse are referred to in our Anti-Social Behaviour Policy.

## **4.2 Garden Maintenance**

**4.2.1** It is a condition of the Scottish Secure Tenancy agreement that all tenants who have access to a garden within the boundaries of the property allocated to them, must keep their garden tidy and free from rubbish. All new tenants who are allocated a property where there is either a private or shared garden area, will have their responsibilities in maintaining a garden to a reasonable standard explained to them in full. Gardens will be subject to regular inspections.

**4.2.2** In situations where a tenant fails to maintain their garden, whether shared or private, the Association will decide exactly what work needs to be done to bring the garden up to an acceptable standard. This will be done in consultation with the tenant concerned and the decision taken will be binding. Where the tenant fails to make improvements or respond to correspondence issued, a Notice of Proceedings may be served. Advice and practical assistance will be offered to tenants who are, for example, infirm or disabled and who may be eligible for inclusion either our own Garden Maintenance Scheme or Glasgow City Council

## **4.3 Common Areas**

4.3.1 The Association will maintain common areas to a professional standard, including play areas which it owns. These areas will be inspected on a regular basis. The Association will ensure that paths and pedestrian walkways, in our ownership, are well maintained. Where incidents of graffiti, faulty/damaged communal lighting or fencing are reported, the Association will remove such graffiti or report to Glasgow City Council.

#### **4.4 Communal Cleaning**

4.4.1 The Association recognises that it is necessary to ensure that the flats we own are kept clean and tidy so that the condition of the properties do not deteriorate, and remain in a condition suitable for re-letting. All new tenants who are allocated a flat where there is a common entrance, shared lobby, walkway and/or stairs, will have their responsibilities in keeping the common areas clean and tidy explained to them in full. The Association will monitor the cleanliness of all communal areas on a regular basis and ensure communal landings are kept clear of items to enable a safe evacuation route in the event of a fire.

4.4.2 In flats the Association provides a service to clean the communal bin areas, take bulk rubbish to the kerbside and cut communal gardens. Where such a service is provided, a service charge is added to the rent/factoring charge and paid by the tenant/owners to cover the cost for the work done. The health and safety of our tenants is very important to the Association, including anything which causes inconvenience or danger to anyone using the common parts within one its properties. Therefore no property belonging to a tenant, or anyone staying with, or visiting a tenant including bicycles, motorcycles, prams or toys, will be stored in any of the common parts except in areas set aside for storage.

#### **4.5 Replacement Bins**

The Association does not provide, or fund, individual replacement bins. If bins are lost, stolen or damaged, residents are required to contact Glasgow City Council to make arrangements for a replacement bin.

#### **4.6 Abandoned Vehicles**

Where the Association identifies abandoned vehicles, trailers or caravans, these will be reported to Glasgow City Council for removal. Where an abandoned vehicle is identified as being a danger, the details will be passed to the Police for action. An abandoned vehicle is that which is not road taxed or has visible damage that is parked out-with an individual property or is left in a common parking bay without permission.

## **4.7 Refuse Disposal/Fly Tipping**

The Association recognises the importance of the removal of refuse in the correct manner to prevent unsanitary conditions arising. Residents are expected to put all household refuse for weekly collection in the place allocated, and that such refuse be properly placed in the bins provided. Glasgow City Council is responsible for, and has its own policy for the uplift of large and heavy items for disposal, of which there may be a charge. Tenants are advised to contact Glasgow City Council to report any incidents.

## **4.8 Dog Fouling**

- 4.8.1 People who fail to clean up after their dog on public land act against the law and could receive a fixed fine under the Dog Fouling (Scotland) Act 2003. The Association will inform our tenants and residents of the health and safety implications of dog fouling. Tenants who allow their pets to foul the garden ground within the boundaries of their property, and who consistently fail to clean up the mess, may have their permission to keep a pet withdrawn and put their tenancy at risk.
- 4.8.2 Residents who allow their pets to foul in areas of public ground, parks, backcourts, pathways or any of Blairtummock HA's land will also be reported to the Glasgow City Council's Environmental Health Department and/or Community Safety Glasgow Enforcement Officers. In addition to these measures, authorised staff of Glasgow City Council and Police Scotland are able to issue on-the-spot fines against people who do not clean up after their dogs. In cases of stray dogs, Glasgow City Council, provide dog wardens to protect the public.
- 4.8.3 Where a tenant or member of their household is issued with a fixed penalty notice for dog fouling within the Association's area of operation, the tenant will be issued with a breach of tenancy warning.
- 4.8.4 A tenant's permission to keep a pet may be withdrawn in circumstances where the pet is known to generally cause a nuisance or disturbance to other resident's or members of the public.

## **4.9 Flags**

Residents are not permitted to display flags on the property. Unfortunately, some flags can be used in ways which are not productive to a sense of

community and can become sources of conflict. Flags and their symbols can be used to demark territory which some residents perceive as a form of intimidation and aggression. This in turn could divide our community, cause conflict between neighbours, potentially put off new waiting list applicants and lead to refusal of our properties.

This section of the policy aims to promote good relations, reduce tension and prevent escalation or tit for tat reprisals.

## **5.0 Performance Monitoring & Reporting**

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**5.1** Performance areas detailed in the table below are monitored and reported bi-monthly throughout the year to the Housing Management Sub Committee.

	<b>Frequency</b>	<b>Numbers Checked</b>
Gardens	Checked between April and September	90% per month
Gardens	Checked between October and March	30% per month
Communal Cleaning	Weekly	10% per week
Play Areas	Weekly	100% per week

Targets set for these areas will be reviewed annually by the Association with recommendations made to change them if it is found they are not achievable or have already been achieved. Consideration will also be given to external and internal influences when resetting targets.

## **6.0 KEEPING OF PETS PROCEDURE**

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**6.1** In terms of the Housing (Scotland) Act 2001, tenants have the right, subject to conditions noted below, to keep one domestic pet. Domestic Pet means a dog, a cat, a bird, fish or rodent (such as hamster or gerbil).

If you wish to keep more than one domestic pet or another type of animal, you must request written permission from the Association (Appendix C). This request will be processed and a written response given (Appendix D)

## **6.2 Conditions**

The conditions for keeping pets are as follows:

- Keeping your pet is not prohibited by the Dangerous Dogs Act 1991, or by any other law.
- In line with The Microchipping (Scotland) Regulations 2016, all dogs must be microchipped.
- You are responsible for the behaviour of any pets owned by you or anyone living with you.
- You must take reasonable steps to supervise and keep pets under control and ensure it does not cause nuisance to neighbours and/or deterioration in the condition of the house, common areas or the vicinity of the house. This includes fouling, noise or smell from your pet.
- You must take reasonable care to see that pets do not foul or cause damage to your house, neighbouring property or any property belonging to the Association or anything we are responsible for.
- We will be entitled to request removal of the pet if causing nuisance or damage.
- You are responsible for cleaning up dog faeces.

## **7.0 BIN AREA INSPECTION PROCEDURE**

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**7.1** Communal bin areas are cleaned weekly by the Association's contractor. It is anticipated that problems with poorly kept bins will be highlighted by the contractor to the Housing Assistants who carries out spot check inspections on a regular basis. Detailed records of inspections should be kept in the Estate Management Folder on forms relating to the area of inspection and saved in S:\Housing Management\ESTATE MANAGEMENT INSPECTIONS\Weekly Inspection Sheets.

Where a problem has been identified, the Housing Assistant will speak to the contractor and letter the tenants in the block if required.

A follow up visit would then be made to ensure that an improvement had been made.

## **8.0 CLOSE INSPECTIONS PROCEDURE**

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**8.1** The Association operates a basic close cleaning service. Closes will be inspected by the Housing Assistant on a regular basis to carry out quality

assurance checks. Detailed records of inspections should be kept in the Estate Management Folder relating to the area of inspection and saved in S:\Housing Management\ESTATE MANAGEMENT INSPECTIONS\Weekly Inspection Sheets.

- 8.2** Where a problem has been identified, which is outwith the responsibilities of the close cleaning service, the Housing Assistant will speak to and letter (Appendix A) the tenants in the block or landing areas where appropriate.

Where a problem relates to the standard of the close cleaning service, the Housing Assistant will email the Estate Caretaker Supervisor and log the information and outcome on spreadsheet saved S:\Housing Management\ESTATE MANAGEMENT INSPECTIONS\Committee Info.

- 8.3** A follow up visit would then be made to ensure that an improvement has been made. If not a further letter CL2 (Appendix B) will be issued.

- 8.4** Where a tenant fails to improve the situation in terms of cleaning or removing items from the landing CL3 letter should be sent (Appendix C).

Followed by a warning letter (Appendix D). In the most serious of cases a Notice of Proceedings could also be served if there is no improvement following service of a Warning letter.

- 8.5** Any tenant complaints relating to BRO service will be treated as formal complaints and dealt with in accordance with the Association's Complaints Procedure.

## **9.0 GARDEN INSPECTIONS**

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- 9.1** It is expected that overgrown/untidy gardens will be identified by the Housing Assistant during inspections or by complaints from tenants.



- 9.2** Once an untidy garden has been identified the tenant would be visited and asked to bring the garden up to standard within 14 days.
- 9.3** A letter will be sent to the tenant confirming this discussion (Appendix F).
- 9.4** Where access cannot be obtained, the tenant responsible will be lettered (Appendix G)
- 9.5** If there is no improvement within 14 days of the letter, a further visit and letter would be issued. This will be confirmed in writing to the tenant (Appendix H).
- 9.6** If tenant fails to respond to letters 1 & 2 a warning letter will be issued (Appendix I)
- 9.7** Where a tenant fails to keep their garden in a satisfactory condition, and where no improvement is imminent, the Housing Assistant should discuss this with the Housing Officer in order that a Notice of Proceedings maybe considered.
- 9.8** Following service of a Notice of Proceedings, the Housing Officer will report back to the Housing Management Sub-Committee for further instructions.
- 9.9** Where problems relate to dog fouling within a garden or back court, letters contained in Appendix N-P should be used. Where there is no improvement, a warning letter (Appendix Q) should be issued.
- 9.10** Where a tenant advises that they are unable to maintain their garden due to medical problems, they maybe considered for inclusion on the Association's Garden Aid Scheme. (Appendix U). (see section 10)
- 9.11** Only tenants who qualify as per the Garden Aid Policy (see Section 10) will be eligible for inclusion on this scheme.
- 9.12** Glasgow City Council's Land and Environmental Service also provide basic garden maintenance for elderly people or the infirm.

## **10.0 GARDEN AID POLICY**

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- 10.1** The Association will provide a grass-cutting service for pensioners and tenants with a severe disability, who do not have an able bodied person in their household aged 16 years or over.

- 10.2** Tenants over 50, who do not have an able bodied person in their household aged 16 years or over, should provide a letter from their doctor stating they are not fit enough to do their garden. In cases when a letter from the Doctor cannot be provided we will use any medical information that is suitable and available, this could be Occupational Therapist (O.T) reports, consultants reports or even details of the condition and medication taken by the applicant. If we already hold information in relation to the applicant's medical condition through an application to transfer from or O.T. referral we will also use this information if the information is relevant and up to date.
- 10.3** Garden Aid applications will be considered by the Housing Management Staff and if the applicant is eligible, their name and address will be added to the Garden Aid list (s:\Housing Management\Garden Aid List). The tenant will be notified of the outcome within seven days of receipt of the application form and relevant information. (Appendix V)
- 10.4** The Housing Officer will maintain the list of tenants whose grass will be cut through the growing season.
- 10.5** The cost of this service will be met through the Repairs and Maintenance Budget.
- 10.6** If an application is refused, a tenant has the right to appeal through the Complaints Procedure.

### **Exemptions**

- 10.7** Tenants who are in employment or who commence employment after inclusion on the scheme are no longer eligible to receive this service.
- 10.8** Tenants who have previously been included on the scheme, and whose household members have reached the age of 16, will no longer be eligible. The tenant should be notified in writing.
- 10.9** Tenants with debts exceeding £200.00 may be removed from the Garden Aid scheme.

# APPENDIX

## A

CL1

Dear

**Close Inspection**

On a recent inspection of the property it was noted that there were items on the landing. The items are as follows

Common areas must be kept clear at all times and we would ask that you remove the items immediately if they belong to you. Please see enclosed Fire Safety leaflet.

Bulk items should be placed in the designated areas at the bin sets appropriate to your address, where they will then be placed kerbside for collection weekly by our Estate Caretakers, and removed by Glasgow City Council.

A further inspection will be carried out within the next two weeks to ensure this request has been complied with.

Yours sincerely

Housing Assistant

Enc

# **APPENDIX**

## **B**

CL2

Dear

**Reminder Close Inspection**

Further to our recent letter, a further inspection was carried out at your property and it was noted that there were still items on the landing. The items are as follows:

Common areas must be kept clear at all times and we would ask that you please remove them immediately if they belong to you. Please see enclosed Fire Safety leaflet.

Bulk items should be placed in the designated areas at the bin sets appropriate to your address, where they will then be placed kerbside for collection weekly by our Estate Caretakers, and removed by Glasgow City Council.

A further inspection will be carried out within one week to ensure this request has been complied with.

Yours sincerely

Housing Assistant

Enc

# APPENDIX

## C

CL3

Dear

**Final Reminder Close Inspection**

Further to our recent letters, a further inspection was carried out at your property and it was noted that there were still items on the landing. The items are as follows:

We must, therefore, advise you that a further inspection will take place on \_\_\_\_\_ and if no significant improvement has been made the Association may commence legal action.

Common areas must be kept clear at all times and we would ask that you please remove them immediately if they belong to you.

Bulk items should be placed in the designated areas at the bin sets appropriate to your address, where they will then be placed kerbside for collection weekly by our Estate Caretakers, and removed by Glasgow City Council.

Yours sincerely

Housing Assistant



# APPENDIX

## D

CLFW

Dear

**First Warning – Bulk Items on Landing**

Further to our visit of \_\_\_\_\_ we write to confirm that you are required to remove the bulk items from your landing within the next seven days when a further inspection will be carried out.

You have been issued with \_\_\_\_\_ letters regarding these items in the past year. Should you fail to take appropriate steps to deal with the situation within the above timescale, the Association may serve a Notice of Proceedings upon you for breach of tenancy.

In the meantime, should you wish to discuss this matter further please contact the Association's office.

Yours sincerely

Housing Assistant

# APPENDIX

E

GARF

Dear

**Condition of Garden**

An inspection of your garden was recently carried out.

We note that you have recently cut your grass. However, we would appreciate if you could now trim the edges around your garden fence.

Please note that Section 2.9 of your tenancy agreement states you are responsible for maintaining your garden and keeping it free of litter.

We will be carrying out further inspections within the next two weeks, and hope to find you have co-operated with this requirement.

If you wish to discuss this matter further, please contact the office.

Yours sincerely

Housing Assistant

# APPENDIX

## F

GRDD

Dear

**Condition of Your Garden**

We refer to our discussion at our last inspection.

As discussed your garden requires to be trimmed/cut/ de-littered/bulk removed/ prior to our next inspection within the next 2 weeks.

Please note that Section 2.9 of your tenancy agreement states you are responsible for maintaining your garden and keeping it free of litter.

Bulk items can be removed from your garden by contacting Glasgow City Council Cleansing Department on 0141 287 9700, on-line or through the My Glasgow App.

A further inspection will be carried out to ensure this request has been complied with.

Your co-operation in this matter would be appreciated.

Yours sincerely

Housing Assistant

# **APPENDIX**

## **G**

GRD1

Dear

**Condition of Garden**

An inspection of your garden was recently carried out.

We would now ask you to tidy up the front/back garden by cutting the grass and/or carrying out any weeding required.

Please note that Section 2.9 of your tenancy agreement states you are responsible for maintaining your garden and keeping it free of litter.

We will be carrying out further inspections over the next two weeks and hope to find you have co-operated with this requirement.

If you wish to discuss this matter, please contact the office.

Yours sincerely

Housing Assistant



# APPENDIX

H

GRD2

Dear

**Reminder Condition of Garden**

A second inspection of your garden was recently carried out.

We would now ask again that you tidy up the front by cutting the grass and carrying out any weeding and/or de-littering required within the next two weeks.

Please note that Section 2.9 of your tenancy agreement states you are responsible for maintaining your garden and keeping it free of litter.

We will be carrying out further inspections and hope to find you have co-operated with this requirement.

If you wish to discuss this matter, please contact the office.

Yours sincerely

Housing Assistant

# APPENDIX

## I

GRD3

Dear

**Condition of Garden**

We refer to the above and previous correspondence dated \_\_\_\_\_ to which you have not responded.

We must therefore advise you that a further inspection will take place within seven days, and if no significant improvement has been made the Association may commence legal action.

Please note that Section 2.9 of your tenancy agreement states you are responsible for maintaining your garden and keeping it free of litter.

Should you wish to discuss this matter further or require further information, please contact the office.

Yours sincerely

Housing Assistant

# APPENDIX

J

GL1

Dear

**Condition of Garden**

An inspection of your garden was recently carried out.

It was noted that there was litter and/or bulk items in your garden. We would ask that you please take steps to remove them, within the next two weeks.

Please note that Section 2.9 of your tenancy agreement states you are responsible for maintaining your garden and keeping it free of litter.

Bulk items can be removed from your garden by contacting Glasgow City Council Cleansing Department on 0141 287 9700, on-line or through the My Glasgow App.

If you have already arranged for the bulk items to be uplifted, then please ignore this letter.

Please clear all litter/bulk from your front garden as soon as possible. We will be carrying out further inspections within the next two weeks and hope to find that you have co-operated with this requirement.

If you wish to discuss this matter further, please contact the office.

Yours sincerely

Housing Assistant

# APPENDIX

## K

Dear

## **Condition of Garden**

We wrote to you recently concerning the condition of your front garden.

A follow up inspection has been carried out and it was noted that there is still a lot of litter and/or bulk items in your garden.

Please note that Section 2.9 of your tenancy agreement states you are responsible for maintaining your garden and keeping it free of litter.

Bulk items can be removed from your garden by contacting Glasgow City Council Cleansing Department on 0141 287 9700, on-line or through the My Glasgow App.

If you have already arranged for the bulk items to be uplifted, then please ignore this letter.

Please note that Section 2.9 of your tenancy agreement states that you are responsible for maintaining your garden and keeping it free of litter.

Please clear all litter/bulk from your front garden as soon as possible. A follow up inspection will be carried out within the next two weeks to ensure this request has been carried out.

Yours sincerely

Housing Assistant



# APPENDIX

L

GLFW

Dear

**First Warning – Condition of Garden**

Further to our visit of \_\_\_\_\_ we write to confirm that you are required to remove the litter from your garden within the next seven days when a further inspection will be carried out.

You have been issued with \_\_\_\_\_ letters regarding the condition of your garden this past year. Should you fail to take appropriate steps to deal with the situation within the above timescale, the Association will serve a Notice of Proceedings upon you for breach of tenancy.

In the meantime, should you wish to discuss this matter further please contact the Association's office.

Yours sincerely

Housing Assistant

# APPENDIX

## M

Dear

## **Dog Mess Back Garden**

It has been brought to our attention by the Association's Estate Caretakers that they were unable to cut the grass in your back garden due to the volume of dog mess present.

Please ensure that all dog mess is lifted within the next 7 days. Failure to do so will result in your grass not being cut again and further action being taken by the Association.

Please note that Section 2.5 of the Scottish Secure Tenancy Agreement states that:

- You must take reasonable care to see that such pets do not foul or cause damage to your house, your neighbour's property, anything belonging to us or anything we are responsible for such as the common parts.
- You are responsible for cleaning up dog faeces.

Should you wish to discuss this matter please contact the office.

Yours sincerely

Housing Assistant

# APPENDIX

## N

Dear

### **Dog Mess in Back Court Area**

During a recent inspection of your property, it was noted that there is a lot of dog mess in the back court area.

Please note Section 2.5 of the Scottish Secure Tenancy Agreement states that:

- You must take reasonable care to see that such pets do not foul or cause damage to your house, your neighbour's property, anything belonging to us or anything we are responsible for such as the common parts.
- You are responsible for cleaning up dog faeces.

If you are a dog owner and your dog is responsible for the mess in the back court, please ensure that this is lifted immediately.

If you do not have a dog, but are aware of who is responsible, please contact the office to discuss this matter further.

Yours sincerely

Housing Assistant

# APPENDIX

0

DMCG

Dear

### **Dog Mess Communal Garden**

It has been brought to our attention by the Association's Estate Caretakers that they were unable to cut the grass in the communal back garden due to the volume of dog mess present.

If you are a dog owner and your dog is responsible for the mess in the garden, please ensure that this is lifted immediately. Failure to do so will result in the grass not being cut again and further action being taken by the Association.

Please note that Section 2.5 of the Scottish Secure Tenancy Agreement states that:

- You must take reasonable care to see that such pets do not foul or cause damage to your house, your neighbour's property, anything belonging to us or anything we are responsible for such as the common parts.
- You are responsible for cleaning up dog faeces.

If you do not have a dog, but are aware of who is responsible, please contact the office to discuss this matter further.

Should you wish to discuss this matter please contact the office.

Yours sincerely

Housing Assistant



# APPENDIX

P

DFFW

Dear

## **Breach of Tenancy Written Warning**

We refer to our telephone conversation on \_\_\_\_\_ concerning ongoing issues about dog fouling in the back garden area of your tenancy at .....

During the course of the discussion you were informed you will be given a warning because you are found to be in breach of your Tenancy Agreement with Blairtummock Housing Association by contravening the following:

### **2.5 Keeping of pets**

- 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 your house, your neighbour's property, anything 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.
- You are responsible for cleaning up of dog faeces.

We are therefore, writing to confirm the warning and to advise you that this behaviour must stop immediately. Any repetition will not be tolerated and may result in legal action being taken against you.

Please note, this letter constitutes a first written warning in accordance with Blairtummock Housing Association's Estate Management Policy and Procedures. It will be held on record and will be taken into account and acted upon in any subsequent investigations or legal action.

You may wish to obtain independent legal advice regarding this matter from your own solicitor or by contacting the Citizens Advice Bureau.

Yours sincerely

Housing Assistant

# APPENDIX

## Q

Dear

## **Anti-Social Behaviour Written Warning**

We refer to our meeting on (date) concerning the Fixed Penalty Notice you received in relation to dog fouling.

Present at the meeting were

During the course of the interview you were given a warning because you were found to be in breach of your Tenancy Agreement with Blairtummock Housing Association by the following conduct:

- Allowing a dog to foul around the property/in the area.

We are therefore, writing to confirm the warning and to advise you that this behaviour must stop immediately. Any repetition will not be tolerated and may result in legal action being taken against you.

Please note, this letter constitutes a first written warning in accordance with Blairtummock Housing Association's Neighbour Disputes and Anti-Social Behaviour Policy and Procedures. It will be held on record and will be taken into account and acted upon in any subsequent investigations or legal action.

You may wish to obtain independent legal advice regarding this matter from your own solicitor or by contacting the Citizens Advice Bureau.

Yours sincerely

Housing Assistant

# APPENDIX

## R

Easterhouse  
Glasgow  
G34

Dear

## **NOTICE OF PROCEEDINGS**

We refer to the above served on \_\_\_\_\_ and your failure to respond.

This Notice of Proceedings will become effective on \_\_\_\_\_

Failure to maintain your front/back garden, as per section 2.9 of your Scottish Secure Tenancy Agreement, prior to \_\_\_\_\_ will result in the Association instructing its solicitor to book your case into Glasgow Sheriff Court in order to request a Decree of Eviction.

Yours sincerely

Housing Officer

# APPENDIX

S

GRD4

Dear

**Please Do Not Ignore This Letter**

Dear

**Breach of Tenancy  
Failure to Maintain Garden**

We refer to the above Notice of Proceedings served on ..... which became live on .....

The Association now has no alternative but to pass your case to its solicitor to proceed with court action.

You must attend an appointment at our office on ..... at ..... to discuss this matter further.

Yours sincerely

Housing Officer



# APPENDIX

## T

**1 Tenant Details**

Name .....Mr/Mrs/Ms (delete as appropriate)

Flat Position .....

Address: .....

Post Code ..... Tel No .....

**2 Who Lives in Your Household? (Include yourself)**

Name	Male/Female	D.O.B
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

**3 Reason for Application**

eg unfit due to age or medical reason\* (please specify)

.....

.....

.....

.....

.....

**4 Reasons Why Any Other Member of Your Household Cannot Maintain the Garden**

Name	Date of Birth	Reason
------	---------------	--------

.....  
.....  
.....

**5 Which Part of Your Garden Area Required to Be Maintained?  
(Please be specific eg backcourt/front/side etc)**

.....  
.....

**Guidance Note**

This application does not guarantee that Blairtummock Housing Association will maintain your garden. You will be notified, in writing, when your application has been accepted or rejected.

Although your application may be accepted, you will be responsible for keeping your garden free of litter.

If your circumstances change you must inform the Association immediate, as this may result in you being removed from the Association's garden maintenance list.

**Signature** .....

**Date** .....

=====

**OFFICE USE ONLY**

**Application accepted**      **Yes/No**                      **Date** .....

**Reason for Refusal, if applicable**  
.....  
.....

**Tenant notified**      **Yes/No**                      **Date** .....

**Authorised Signature**  
.....

# APPENDIX

U

Garden Aid – Accepted

Dear

**Application for Garden Maintenance**

I am writing to inform you that the above has been accepted and the Association will arrange to have their contractor carry out this work as soon as possible.

Please note, the contractor may contact you to clarify exactly which area of garden you are responsible for.

I trust this is satisfactory.

Yours sincerely

Housing Assistant

Garden Aid – Refused

Dear

**Application for Garden Maintenance**

I am writing to advise you that the above has been refused for the following reasons:

Should you wish to discuss this matter further, please do not hesitate to contact this office to arrange a suitable appointment.

Yours sincerely

Housing Assistant

# APPENDIX

## V

**Blairtummock Housing Association**

**Pet Declaration Form**

**Name:** .....

**Address:** .....

.....



**Telephone No:** .....

**Existing Pet(s):** .....

.....

**Additional Pet(s):** .....

.....

.....

**Office Use Only**

Permission Granted                      Yes / No

If No, reason why?

.....

.....

Date: .....

Tenant Notified: .....

# **APPENDIX**

**W**

## Pets Application Outcome Letter

Dear

### **Domestic Pets**

I refer to the above and acknowledge receipt of your recent correspondence.

The Association is pleased to grant permission for you to keep

---

This permission is granted on the basis that the Association does not receive any complaints regarding your dogs. Should this occur then the Association would review this permission.

I trust this is satisfactory, however, should you wish to discuss this matter further please do not hesitate to contact me at the office.

Yours sincerely

Housing Assistant