

1. This policy sets out our approach to estate management.
2. The policy applies to the external environment of our estates and the internal communal areas of the properties we manage. It applies to all properties managed by The Guinness Partnership, except for market rent properties as these are covered separately. It sets out both our, and our customers', responsibilities.

The Guinness Policy

3. Our policy is that:
 - We want every Guinness estate to be a safe, secure, attractive and well-maintained place for everyone who lives there.
 - We will meet all relevant legal, contractual and regulatory standards in delivering our estate management services. By doing so, we will also demonstrate that our estate services offer value for money to our customers.
 - We will regularly check the quality of estate services provided to ensure that they meet the required standards. By doing so, we will seek to maintain the environment of our estates and will work in partnership with our customers and relevant agencies or public bodies where it is effective to do so, in order to achieve this.
 - We will expect customers, their household and their visitors to meet their responsibilities as set out in the tenancy and lease agreements. We will take action, where necessary, to ensure that our estates, and areas that form part of our estates, are safe, secure and well-maintained places for everyone who lives there.
 - We will ensure that there are appropriate systems in place to assess and manage the level of risk associated with managing an estate. We will consider the benefits of our activities against the level of risk. Accordingly, we will strive to control these risks in accordance with the relevant legal and regulatory requirements and best practice.

Background

4. The policy supports the delivery of our strategic objectives to provide great customer service and meet our legal and regulatory requirements (in particular our obligations under the Social Housing Regulator's regulatory standards). A list of definitions relating to estate management is contained in Annex 1.

Further detail

5. We will provide estate management services in accordance with the terms set out in the tenancy or lease agreement. Service charges will generally cover the cost of services and facilities which are not covered by the rent.
6. We will reserve the right to alter, add to, or modify estate services in the interests of good estate management for the benefit of customers or in order to achieve value for money. All estate service contracts will be procured in accordance with relevant policies and legislation. We will seek to deliver value for money when procuring services and will consult customers in compliance with the requirements set out in Section 20 of the Landlord and Tenant Act 1985 (as amended by Section 151 of the Commonhold and Leasehold Reform Act 2002) and in conjunction with our Customer Consultation policy where applicable.

7. We will act decisively to protect the integrity of our buildings and the welfare and safety of our customers and our staff. By that we mean that if there are issues that concern us, and these may be wide ranging, then we will act in accordance with the law, the terms of our tenancy or lease agreements and best practice to resolve those matters safe in the knowledge that we are acting in the best interest of the wider community. This may include taking legal action.

General estate management and inspections

8. We will carry out regular inspections on sites where estate services are provided. We will assess the service provided by contractors, together with our own performance. We may invite customers to assist us in monitoring estate standards, identifying priorities and deciding on improvements.
9. We will undertake a visual health and safety evaluation of both communal areas and the external areas of customers' properties during each estate inspection and/or during each visit to an estate. We expect our customers to act responsibly and adhere to the terms of their tenancy or lease agreement. Where we have concerns, we will raise these with them and expect them to act promptly to resolve any issues (e.g. flammable materials stored on balconies). Should the issues continue, we will take proportionate action to safeguard our properties and the wider community as well as the customer and their household.
10. We will undertake regular fire safety inspections. We will record and act on our findings in accordance with the Fire Safety policy.
11. We will encourage our customers to report any concerns that they may have regarding their estate. We will also encourage our customers to raise concerns with their neighbours relating to their conduct and the effect that it has on the wider community.
12. We will ensure that there is a programme of inspections to check the conditions of any play areas on our estates. We will record and act on any issues in accordance with our Safety of Play Areas policy.

Communal areas

13. We will not tolerate anti-social behaviour (ASB) caused by, or affecting, our customers. We will not tolerate trespassing. We will work with our customers and/or take action on our own to resolve ASB and trespassing. We will also take action to prevent ASB from occurring in the areas where it is a major problem. We will do this to minimise the frequency and impact of it in our neighbourhoods.
14. Smoking is not allowed in communal areas or within substantially enclosed areas which are not part of the main building (e.g. a bike store).
15. We will take swift action to remove evidence of ASB such as vandalism and graffiti. We will act in accordance with our Anti-social Behaviour, hate crime and hate incidents policy to achieve this.
16. In order to keep communal areas safe and secure we will aim that repairs are completed in accordance with our agreed service standards.
17. Where we provide a cleaning service to maintain the standard of communal areas and/or grounds maintenance and gardening services to our estates this will be in accordance with our agreed standard specifications.
18. We expect our customers, their household and their visitors, to keep communal areas, especially entrances, hallways and fire escape routes free from obstructions (e.g. personal items, bicycles, mobility scooters, door mats, refuse etc.). If we feel it is proportionate, we will take action to remedy any issues that concern us. This action may include but is not limited to the removal of items, use of torts notice, and other legal action such as injunctions.

19. We expect our customers, their household and their visitors to conduct themselves in line with their tenancy or lease agreement. For example, we do not permit barbecues to be lit and used unless in a designated area, which does not include on any balcony. We will take action to deal with any misuse. This action may include (but is not limited to), legal action such as injunctions.
20. Communal areas and gardens are for the enjoyment of all customers who have a right to access them. There must be no fences, barriers, locks or obstructions put in communal areas and gardens that stop other customers accessing it. Customers must not use the communal gardens for their own exclusive use. We do not permit customers, their household or their visitors to let off fireworks in communal areas (internal or external) unless permission has been granted by us and it is safe to do so.

Rubbish disposal

21. We expect customers to dispose of their household waste appropriately, using the facilities provided.
22. We expect customers to dispose of bulky items, other refuse and medical waste in accordance with local authority guidelines and using local services and arrangements. This may involve paying a fee which we expect the customer to meet. If we are required to dispose of bulk rubbish because customers have not followed these guidelines, we will seek to enforce relevant tenancy or lease conditions and we may levy a service charge to the estate.
23. We encourage customers to report fly-tipping to the local authority and/or environmental health department.
24. Where appropriate, we will work with environmental health departments and other local service providers to prevent a build up of refuse.
25. We will remove all dangerous or hazardous materials left on our land within the relevant statutory timescale once we have been notified (depending on location and quantity).
26. As part of our commitment to facilitate an attractive and well-maintained environment we will attempt to identify people responsible for dumping refuse or fly-tipping (whether in internal or external communal areas). We will pursue enforcement action against perpetrators, which if they are tenants or leaseholders, will affect their tenancies or leases.
27. We will work in partnership with relevant local authorities to assist any statutory nuisance investigations. This can be in relation to any customer, other person or organisation that commits an offence under the Environmental Protection Act 1990 (or other relevant legislation), such as fly tipping, on land owned or managed by us.

Pest infestations

28. We will deal with infestations in communal areas in line with our service standards and recharge customers through the service charge. We will remove infestations at no charge to customers where there is evidence that it has arisen due to our failure to do something or due to disrepair.
29. Customers are required to prevent pest infestations by keeping their homes and gardens clean and tidy. We expect customers to store and dispose of food appropriately in order to minimise the risk of infestations. We expect customers to act appropriately when it is their responsibility to remove and treat an infestation. We expect customers to refer to their tenancy or lease agreement in this instance. We will provide advice on pest removal and prevention or suggest where this can be obtained from. We will identify customers requiring additional support and will provide that support or suggest an appropriate service to do so.

Parking and vehicles

30. We will require that vehicles parked on our land must be roadworthy, insured and are either taxed or have a SORN declaration (which must not exceed 12 months). We may remove vehicles that do not comply. If the land is owned by others we may liaise with them to try to resolve the issue.
31. We will require that only disabled badge holders may park in designated disabled parking bays and that they display their Blue Badge in addition to a valid parking permit (if applicable) whilst parked in these bays.
32. We will require customers and their visitors to park their vehicles in marked parking areas where provided and use the vehicles in a manner that does not cause nuisance or annoyance.
33. We will take appropriate action where parking becomes a problem on our land. This may include introducing restrictions on the vehicles we will allow to be parked on our land, or the introduction of parking control schemes.
34. Where a parking control scheme is in place, we will usually allow a minimum of one parking permit for each household. Unless otherwise specified, permits will not relate to a specific parking space. Therefore, parking space availability will be on a first come first served basis.
35. We may issue visitor permits where there is sufficient parking available on the estate, usually one per household. Where there is limited parking, visitor permits will not be issued (with the exception of registered carers).
36. Lost or damaged permits will be replaced by us, or by a parking control company, entirely at our discretion and subject to the payment of an administration fee. For stolen permits the administration fee will be waived where a crime reference number is provided.
37. Where a household has a member (or members) with complex or long-term special requirements due to illness or mobility issues then we will aim to assist them as far as practicable with meeting the parking requirements of any carer visiting the property.
38. Parking management and enforcement decisions (including in relation to complaints and disputes) made by a parking control company under the terms of their contract with Guinness, will be at their discretion.

Pets, livestock and the control of animals

40. We expect customers to apply to us for permission to keep an animal in their home in accordance with the terms of their tenancy or lease agreement. We will consider their application in conjunction with the type of home they live in, the type of animal, the potential impact on neighbours and the estate before making a decision which we will communicate to them in writing. Permission for animals to be kept in our properties is entirely at our discretion.
41. We will take appropriate action, which may include legal action, where customers, their household or their visitors fail to properly control their dogs, or other animals, in their properties, in our communal spaces or on our estates. Such action may include (but is not limited to) withdrawing permission for the animal to be kept at the property.
42. We will report threatening or dangerous incidents to the police and encourage our customers to do the same. We will report dog owners to the dog warden (or equivalent local service) for investigation and action if they do not clean up when their dogs foul public areas.
43. Farm animals such as sheep, goats, pigs, cattle, chickens, cockerels, ducks or geese, together with animals registered under the Dangerous Wild Animals Act 1976 will not be permitted at any time or in any circumstance in any properties.

44. Banned breeds of dogs specified in the Dangerous Dogs Act 1991 are not permitted to be kept as pets by customers in any of our properties. Where we suspect a banned breed of dog is being kept, we will report this to the relevant police authority.

Mobility scooters

46. We will require every customer who wishes to use, store and/or charge a mobility scooter in and around our estates and/or properties to obtain our permission through a formal application and written authorisation regardless of the type of property in which they live. Where we find that a customer is already using a mobility scooter then we will seek to formalise that use. Accordingly, they will need to complete and submit an application form to us. We will communicate our decision in writing and will provide reasons for any refusal. The decision to permit or refuse the use of a mobility scooter is entirely at our discretion.
47. As a landlord, we are obliged to consider the needs of all of our customers. This is balanced with our duty to ensure high standards of health and safety on estates, within blocks and housing for older people schemes for customers, staff and visitors. Where there is a conflict between these two the health and safety of the wider customer group and/or our staff will take precedence.
48. Unless there are specific charging points and storage areas on an estate, or in exceptional circumstances that have been agreed with local Guinness staff, the customer will be required to store and charge their mobility scooter in their property. We expect customers to take appropriate care when doing so and follow manufacturer's instructions.
49. We will not allow the storage of mobility scooters in internal communal areas, including under stairwells. The storage of mobility scooters must comply with all fire and safety regulations and as such must never block exits or escape routes from the property and the building. We will consider taking enforcement action to rectify the issue.

Period of review

50. Our review programme is driven by service improvement initiatives, changes to legislation, regulation, evolving good practice or feedback from customers and other key stakeholders. Typically, we review policies on a three yearly cycle.

Key legal and regulatory references

- Occupiers Liability Act 1957
- Health & Safety at Work Act 1974
- Dangerous Wild Animals Act 1976
- Torts (Interference with Goods) Act 1977
- Landlord and Tenant Act 1985
- Housing Act 1988
- Environmental Protection Act 1990
- Dangerous Dogs Act 1991
- Regulatory Standard for Social Housing in England from April 2012 – Neighbourhood & Community Standard
- Anti-social Behaviour Crime and Policing Act 2014

Related policies

- Anti-Social Behaviour, hate crime and hate incidents policy
- Customer consultation policy
- Electrical safety policy
- Fire safety policy

- Health and safety policy
- Responsive repairs policy
- Safety of play areas policy
- Service charge policy

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| Policy author | Neil Gellet, Housing Policy Manager | |
| Lead director | John Cockerham, Director of Customer Service Operations | |
| Policy owner | Trafford Wilson, Executive Director of Customer Services | |
| Version history | | |
| Version number | Review trigger | Brief description of the main changes |
| 2.0 | Cyclical review | <p>A clarification of our estate management approach to:</p> <ul style="list-style-type: none"> • Communal areas • Parking • Pets <p>The inclusion of policy statements relating to mobility scooters.</p> |
| 2.1 | Business request | Amendment to clause 38 clarifying our position when it comes to dealing with parking complaints and disputes. |

Annex 1: Definitions

| Term | Description |
|-------------------|--|
| Block | A block of flats is called a block. It may have one communal area, or many, or none. Houses are not blocks, nor are they grouped into blocks. |
| Communal areas | <p>In general, they will be all parts of the building or the estate that have not been allocated to an individual property or tenant/leaseholder and are therefore shared between all parties in the block or the estate. Communal areas can be both external and internal.</p> <p>In the tenancy or lease agreement communal areas are often referred to as 'common parts'.</p> |
| Estate | This is a group of properties owned or managed by Guinness in the same estate or location regardless of tenure, property type or ownership. |
| Estate management | The management of, and the services provided to, the internal communal areas of our blocks, and the external areas of our properties and our estates. |