
To: Audit, Scrutiny & Petitions Board

On: 16th February 2015

Report by: Lead Officer

**Heading: Upkeep of Common Areas within Council Housing Stock including
 Garden Areas**

1. Summary

At its meeting on 30th September, 2014 the Audit, Scrutiny & Petitions Board approved the purpose of the Review namely that it would consider how tenants comply with specific provisions within their Scottish Secure Tenancy Agreement in relation to common areas and gardens, ensuring that the landlord could and would take appropriate action and agreed an annual programme of activity for the Board for 2014/2015.

2. Recommendations

2.1 The Audit, Scrutiny & Petitions Board is asked to:-

Note that the Lead Officer has written to a number of Housing Associations and Resident's representatives in connection with inviting them to attend a meeting of the Audit Scrutiny & Petitions Board and to provide evidence and assist with discussions.

3. Background

- 3.1. As previously advised tenants of Renfrewshire Council occupy their homes by virtue of a Scottish Secure Tenancy Agreement. The terms of the Tenancy Agreement have already been reported on previous occasions. The Tenancy Agreement contains obligations on both landlord and tenant
- 3.2 At the last meeting of the Board the Department of Development & Housing Services gave details of the assistance provided to Tenants and discussed both the Common Maintenance Programme and the Garden Assistance Scheme.
- 3.3 The Department of Development & Housing Services also provided written answers to questions asked of them in connection with their estate management procedures.

4. Further Evidence

- 4.1 The Board wish to hear from Housing Associations in connection with their experiences of maintaining common areas within their stock including garden areas and also wish to hear from resident's representatives in connection with their experiences.
- 4.2 Housing Associations were, in addition, asked to provide answers to a series of questions posed and were also asked whether they would be willing to attend this meeting of the Board.
- 4.3 In addition, a number of resident's representatives were asked for information about their experiences and whether or not they would be willing to attend the meeting of the Board to give evidence and answer questions.

Implications of the Report

1. **Financial** – none.
2. **HR & Organisational Development** – none.
3. **Community Planning** – none.
4. **Legal** – enforcement of the Scottish Secure Tenancy Agreement.
5. **Property/Assets** – none.
6. **Information Technology** – none.
7. **Equality & Human Rights** – none.
- (a) The Recommendations contained within this report have been assessed in relation to their impact on equalities and human rights. No negative impacts on equality groups or potential for infringement of individuals' human rights have been identified arising from the recommendations contained in the report. If required following implementation, the actual impact of the recommendations and the mitigating actions will be reviewed and monitored, and the results of the assessment will be published on the Council's website.
8. **Health & Safety** – none.
9. **Procurement** – none.
10. **Risk** – none.
11. **Privacy Impact** – none.

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Your Ref:
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Contact: Mrs D Briggs
Date: 12 January 2015

Dear Sirs

**Renfrewshire Council
Audit, Scrutiny and Petitions Board**

At its meeting on 30th September 2014, the Council's Audit, Scrutiny and Petitions Board approved a review of how Council tenants comply with specific provisions within their Scottish Secure Tenancy Agreement in relation to the upkeep of common areas and gardens ensuring that the landlord could and would take appropriate action.

The Audit, Scrutiny and Petitions Board met on 1st December 2014 and noted the terms of the Council's Secure Tenancy Agreement and the provisions that relate to shared parts and gardens and were interested to receive details of the assistance provided to tenants by the Council's Department of Development and Housing Services in relation to garden maintenance and the cleaning of common parts.

The Board has asked, for its next meeting at the beginning of February 2015, for information to be requested from local Housing Associations as to their practices and procedures for dealing with common areas and garden grounds.

It would be extremely helpful for the Board to be provided with copies of the appropriate sections of Scottish Secure Tenancy Agreements used by local Housing Associations particularly, as they relate to the areas under review namely the cleansing of common areas and maintenance of gardens and I wonder if it would be possible for copies to be forwarded.

In addition, the Board would be interested to learn whether or not the Housing Association provides assistance to tenants for example, by the operation of a common maintenance programme or a garden assistance scheme and again, if the association operates such schemes would it be possible for information to be provided.



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At their last meeting the Board also considered a number of questions that had been posed to the Council's Department of Development and Housing Services together with their answers and the Board again wonder whether it would be possible for the Housing Association to consider the following questions and hopefully provide written answers which will shape the Board's views as to how their review can be taken forward.

It would be helpful if the following questions could be answered:-

1. Does the Housing Association operate any schemes of assistance to tenants in connection with garden services or services to ensure common parts of buildings are cleaned?
2. What sort of properties are covered?
3. How many properties are covered?
4. Who makes the decision to include a particular property in any of the schemes?
5. Can tenants approach the Housing Association direct and ask for their particular property to be included?
6. In respect of any gardening scheme how many tenants are supported?
7. How can individual tenants make contact with the Housing Association for assistance?
8. Is there a charge for any of the assistance schemes on offer?
9. What work is carried out in terms of any of the schemes?
10. Is there any scope for expanding the schemes to other categories of tenants?
11. Does the Housing Association evict tenants who fail to maintain gardens or clean common areas?
12. When would the Housing Association consider such an eviction action?
13. What warnings would be given to a tenant prior to action being taken?
14. What assistance would be offered to tenants prior to action being taken in an attempt to improve the situation?
15. What difficulties does the Association foresee in attempting to persuade a Sheriff to grant an eviction order?
16. How many such eviction actions have been raised for such failures?
17. How does the Association work with a tenant to ensure that an eviction action does not proceed?
18. Do breach of tenancy conditions for example, failure to maintain a garden pose a serious problem for the Association?
19. If the Association's Tenancy Agreement allows the landlord to decide what work needs to be done in discussion with the tenant and if the tenant refuses to do the work does the Housing Association do the work and charge the tenant?
20. If the Housing Association does do the work and charge the tenant is this something that the Association routinely undertakes?



Finally, the Board would like to hear from members of Housing Associations when they are considering the topic again at their next meeting on 16th February 2015 and I wonder whether the Association would be willing to send a representative to give evidence about their practices to the Board.

I look forward to hearing from you and thank you for your assistance.

Yours faithfully

Dorothy Briggs
Senior Solicitor

Sent to:-

Linstone Housing Association
17 Bridge Street
LINWOOD
PA3 3DB

Williamsburgh Housing Association
Ralston House, Cyril Street
PAISLEY
PA1 1RQ

Ferguslie Park Housing Association
Tannahill Centre, 76 Blackstoun Road
PAISLEY
PA3 1NT

Paisley South Housing Association
64 Espedair Street
PAISLEY
PA2 6RW

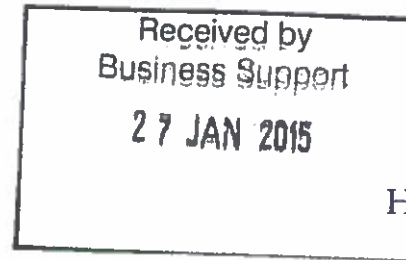


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21st January 2015

Ms Dorothy Briggs
Senior Solicitor
Finance & Corporate Services Dept
Renfrewshire House
Cotton Street
Paisley
PA1 1TT



Ferguslie Park
Housing Association

Dear Ms Briggs,

Renfrewshire Council

Audit, Scrutiny and Petitions Board

Thank you for your letter dated 12th January regarding the above.

For your information enclosed with this letter are sections of the Scottish Secure Tenancy Agreement used by our Association relating to the use of the house and common parts including maintenance of gardens and a copy of our information leaflet regarding our Garden Tidy Scheme.

In answer to your specific questions I can reply in addition as follows:

1. As well as the Garden Tidy Scheme we also have a close cleaning service which includes weekly stair washing and litter removal
2. The close cleaning service is available in all our common access tenement property, The garden tidy scheme is available for any property with a private garden
3. We currently have 40 tenants receiving the close cleaning service and 114 in the garden tidy scheme.
4. There is a procedure to follow when accepting applicants onto either scheme administered by Housing Officers.
5. Yes
6. (See 3)
7. By all normal channels, office visit, phone, letter, e mail. However all tenants within a common close must agree to sign up to the Close cleaning scheme and agree to pay the service charge before any can receive this service.
8. Yes. The service charge for close cleaning is £13.54 by 4 weekly and £8.78 by 4 weekly for the garden tidy scheme.
9. (See 1 and leaflet)
10. No
11. In theory yes, we would consider this as we consider estate management to be an important part of keeping our estates clean and

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tidy and to ensure that all tenants are complying with their tenancy conditions. However we would not incur legal costs until our legal advisors advised a successful action was likely to be achievable

12. Only in situations where there had been no co-operation or improvement, all other action at our disposal e.g. in terms of our Anti-social Behaviour Policy had also been unsuccessful or we were in receipt of information that the Health and Safety of the tenant and /or other residents and staff was of paramount concern.
13. Verbal then written warnings would have been given including clear information about what work was required by the tenant to rectify the nuisance.
14. We would ensure the tenant is signposted to any external agencies that could assist them. We may also assist in transferring the tenant to a more suitable property e.g. with a smaller garden.
15. We have no recent experience of pursuing such actions to be able to comment. However often a tenant's response to being given written warnings are that the garden was like this before I moved in and if tenants used this line of defence also in front of a sheriff we could foresee difficulties in persuading that an eviction order should be granted.
16. None in at least 3 years
17. (See 14)
18. No they do not. Usually tenants comply with letters without resorting to further action and the majority of our properties are separate dwellings with well- defined boundaries and fences.
19. Also 20. The association does not carry out work for tenants and recharge. This is not included in any of our procedures and this is unlikely to change as payment of the recharge would be unlikely to be achievable.

I am sorry but no-one from this association can be available to attend your meeting on the 16th February. However I hope the information in this reply is of some assistance to you.

Please do not hesitate to contact me, should you wish to discuss further.

Yours sincerely



Hilary Lyon
Housing Manager

2. USE OF THE HOUSE AND THE COMMON PARTS

2.1 You must take entry to the house, occupy it as a private dwelling, furnish it and use it solely as your only or principal home. Failure to occupy the house as your only or principal home will constitute a breach by you of this obligation which will allow us to raise proceedings for recovery of possession in the Sheriff Court to terminate this tenancy under Section 6.3 of this Agreement or to repossess by the abandonment procedure under Section 6.4 of this Agreement. You are entitled to have members of your family occupying the house with you as long as this does not lead to overcrowding. You must tell us in writing within four weeks if there is a change in those who are living in your house. If you take in a lodger, a sub-tenant or change or assign your tenancy you must get our prior written permission to do so under Section 4.1 of this Agreement. If we ask, you hereby agree to provide us with details of the names of those living in the house with you and their ages.

2.2 You, those living with you, and your visitors must take reasonable care to prevent damage to:

- the house;
- decoration;
- our furniture;
- the fixtures and fittings;
- the common parts;
- neighbouring houses and property, whether they are owned by others or us.

For example:

- before you leave the house unoccupied, you must check reasonably thoroughly that there is no risk of damage from fire, water or gas supplies in your house;
- you must tell us if you intend to go away for more than four weeks and the house will be unoccupied during that time;
- if the house is going to be unoccupied for any length of time, and there is a risk of water pipes freezing when you are away, you must tell us before you leave.

2.3 You and anyone living with you must not run any kind of business from the house without the prior written consent of the Association.

2.4 You must not allow your house to become overcrowded. If the overcrowding is as a result of an increase in the size of your family living with you, you can apply to us for a transfer and we will consider your request in accordance with our Allocations Policy at the time. We will try to get you a larger house. In this circumstance only, we will not treat you as being in breach of this condition. However, if we offer you suitable alternative accommodation you must agree to take it unless there are good reasons for not taking it.

2.5 KEEPING OF PETS

You must not keep a dog without the Association's prior written consent, which will not be unreasonably withheld and will be in accordance with the Association's policy on the keeping of pets. You must not keep any animal or bird except a domestic pet as defined in the Association's policy on the keeping of pets. Consent may be withdrawn if, in the view of the Association, the keeping of pets is causing a nuisance to neighbours or deterioration in the condition of the house, common areas or the vicinity of the house.

2.6 You must not use or allow the house to be used for illegal or immoral purposes. This includes, but is not limited to, the following: dealing in controlled drugs; running a brothel; dealing in stolen goods; illegal betting and illegal gambling.

2.7 While you are in occupation of the house, you must make reasonable efforts to heat the house, taking into account your income. You must make reasonable efforts to ventilate the house using any suitable means provided in the house for doing so.

2.8 Where there are common areas attached to the house you shall:

- i) in turn with other occupiers, wash and clean the common stairs, landings windows and banisters and must ensure that all these common areas, pathways, bin stores and drying areas are cleaned and tidied not less than once a week. In particular:
 - a) tenants of houses on the ground floor will be responsible for washing and cleaning of all ground floor passages, entrances, doors and windows;
 - b) tenants of houses on all floors above the ground floor will be responsible for washing and cleaning the landings, passages, banisters and windows on their floor and for the section of the staircase leading to their floor from the floor below;
 - c) all tenants will take in rotation their turn for cleaning the bin store, common pathways and tidying the drying area.

Failure to carry out these responsibilities may result in the Association carrying out the work and recovering the costs from you and other occupiers. This is in addition to any other legal remedies open to us.

- ii) not use or allow others to use the common areas or open spaces for the drying of washing other than those areas specifically provided by the Association for that purpose.

2.9 You must comply with any local arrangements for the use and sharing of the common parts including drying greens and drying areas. You must comply with any local rotas for the use and sharing of the common parts. In cases of dispute between the users of the common parts, we are entitled to decide the arrangements and rotas for the use of, and the sharing of, the common parts. Before making our decision, we will consult with you. Our decision will be binding on you.

2.10 Where you have exclusive use of the garden attached to your house you agree to keep the garden including footpaths and driveways in good and tidy order, free from weeds, free from litter and free from dog and other animal dirt. You hereby agree to cut the grass frequently so that it is no longer than 8 centimetres. You must not paint fencing owned by the Association without our prior written consent. Hedges are not permitted in the front garden ground. You agree to use the garden ground for the purpose of a garden only. You must not top, lop, pollard or fell trees without our prior written consent. You must not remove, chop down or destroy any bushes, without our prior written permission unless you planted them. You further agree to obtain our prior written permission and all other necessary approvals (for example Planning Permission) before erecting any structures (for example a shed or greenhouse) in the garden. You shall keep fences and any other structure erected in good order. If you fail to carry out these obligations, we are entitled to decide exactly what work requires to be done so as to comply with these duties. Before making our decision, we will consult with you. Our decision will be binding on you. If you do not do the work contained in this paragraph, we may do it ourselves and charge you for it. This is in addition to any other legal remedies we may have. You hereby agree to pay for the cost of this work should we require to carry it out ourselves.

2.11 Where you share a garden with others, you will in turn with other occupiers keep the garden including footpaths and driveways in good and tidy order, free from weeds, free from litter and free from dog and other animal dirt. You in turn with the other occupiers will cut the grass frequently so that it is no longer than 8 centimetres. You must not paint fencing owned by the Association without our prior written consent. Hedges are not permitted in the common garden ground. You will use the communal garden ground only for the purpose of a garden. You must not top, lop, pollard or fell trees in the common garden ground without our prior written consent, unless you planted them. You will not remove or destroy any bushes without our prior written permission unless you planted them. You agree to obtain our prior written permission and all other necessary

approvals (for example Planning Permission) before erecting any structures (for example a shed or greenhouse) in the common garden. You shall keep fences and any structures erected in good order. If you and the other tenants cannot agree on the arrangements for doing this or you fail to do the work, we are entitled to decide exactly what you should do and when. Before making our decision, we will consult with you and the others. Our decision will be binding on you. If you do not do the work contained in this paragraph, we may do it ourselves and charge you for it. This is in addition to any other legal remedies we may have. You hereby agree to pay the cost of us carrying out any works ourselves.

2.12 No property belonging to you or anyone residing with you or anyone visiting you, including bicycles, motorcycles or prams, should be stored in any of the common parts except in areas set aside for storage. You must not do anything that causes inconvenience or danger to anyone using the common parts.

2.13 You must put all your household rubbish for collection in the bin store or the designated areas allocated by us. You must take reasonable care to see that your rubbish is properly bagged. If rubbish is normally collected from the street, it should not be put out earlier than the evening before the day of collection. Rubbish containers should be returned to their normal storage places as soon as possible after the rubbish has been collected. You must comply with the local arrangements for the disposal of large items (such as furniture or large electrical items).

2.14 The use of heaters fired by paraffin or liquid gas will not be permitted within your home, unless we have provided them during an emergency. Storage of paraffin, liquid gas containers or other explosive or inflammable substances will not be permitted in the house or in any of the common parts, areas or facilities of the house.

2.15 You may park domestic motor vehicles only on vehicle driveways, parking areas, garages or carports provided for such use by the Association and not on garden ground or common areas (e.g. tenement backcourts). Vehicles for commercial use, heavy goods vehicles, caravans or other such leisure/residential vehicles or boats may not be kept on vehicle runways, parking areas or garden ground without the prior written consent of the Association. In every case, such parking must not cause a nuisance or annoyance to your neighbours.

You must not undertake or permit motor vehicle repairs or storage of incomplete vehicles on vehicle driveways, within the garden ground or common areas that could cause nuisance, or could cause damage to these areas.

2.16 Nothing belonging to you, or anyone living with you, or visitors, may be left or stored on our land unless;

- the land is set aside for the purpose; OR
- we have given you prior written permission.



Garden Tidy Scheme Information Leaflet

Ferguslie Park Housing Association operates a garden tidy scheme for the benefit of those tenants unable to carry out this task due to age/medical difficulties and where there is no other person living in the house over 16 years of age fit to carry out this service on the tenants behalf.

Application forms to be considered for this service are available from the Associations office by telephoning 0141 887 4053. Please note that completion of an application form does not guarantee inclusion on the service. On occasion the Association may only be able to consider your application for admission onto the waiting list for the service.

A service charge applies for the cost of this service which for 2014/15 has been set at £ 8.78 per 4 weeks. The service provided is standard across all properties and comprises mainly of grass cutting, strimming and removal of cuttings. The service is provided during the months of April through to October and will involve a fortnightly visit, weather permitting. The cost of this service is however charged throughout the year, on top of your 4 weekly rent, in order to assist tenants with budgeting and to ease the housing benefit administration process. The cost was initially calculated by taking the total cost per tenant of providing the service during 2011 and dividing this by the 13 rent debit periods and has subsequently been uprated to reflect any annual increases approved by the Management Committee.

If you are in receipt of housing benefit, either full or part, you may be eligible to have the service charge for the garden tidy scheme covered by housing benefit.

If your application for the scheme is accepted you will require to sign an addition to your tenancy agreement form, unless this service has been included on your original tenancy agreement. This ensures that the service charge is eligible for housing benefit, either now or in the future, as the service will be deemed to be a compulsory service.

If you require to make application for housing benefit to cover this service charge the Association will provide a letter of application to assist you. You will receive notification from Renfrewshire Council and the Association when your housing benefit has been recalculated to include this service charge. If your income or household circumstances change in the future you are required to notify Renfrewshire Council and the Association of these changes in order that your housing benefit entitlement is reassessed and any overpayment of housing benefit is minimised .