

ESTATE MANAGEMENT GUIDE

**AS WITH ALL OF THE CO-OPERATIVE'S POLICIES and PROCEDURES, THIS
GUIDE, IN FULL AND IN PART, IS AVAILABLE IN SUMMARY, ON TAPE, IN
BRAILLE,
AND IN TRANSLATION INTO MOST OTHER LANGUAGES –**

**PLEASE ASK A MEMBER OF STAFF IF YOU WOULD LIKE
A VERSION IN A DIFFERENT FORMAT**

**DATE PASSED AT COMMITTEE – 20 APRIL 2004
REVIEW DATE – APRIL 2007**

1. INTRODUCTION

- 1.1 Garrion People's Housing Co-operative owns and manages 219 homes in the Gowkthrapple area of Wishaw, comprising a mixture of improved and new build properties. The policies contained in this guide are equally relevant to our tenants and sharing owners alike.
- 1.2 This is the first *Estate Management Guide* to be developed by the Co-operative, although many of the policies included have been in place for some time. It is hoped that, by pulling all of these policies together in one document, the Co-operative's approach to all areas of Estate Management will be clearer and this will lead to an overall improvement in the service being provided.
- 1.3 The guide is divided into sections, each one dealing with a different facet of estate management. All, however, have been developed in the same way:
- by referring to good practice guidelines, such as Raising Standards in Housing and section GS1.2 of Performance Standards (November 2001) – other relevant sections are used to inform specific parts of this guide. These documents represent the minimum standards Garrion wishes to achieve as a social landlord and service provider
 - by tailoring these good practice guidelines to suit Garrion's needs.
- 1.4 Copies of the guide are available from the Co-operative's offices in full and in summary format. We are also happy to provide copies in Braille, in large print, on tape and in translation into other languages on request.

2. OBJECTIVES

- 2.1 Our main objective in estate management is to provide an efficient, fair and responsive estate management service for all of our customers. Our definition of "estate management" is broad and covers the following areas:
- Void Management
 - Abandoned Properties
 - Anti-Social Behaviour and Harassment (including Racially-Motivated Harassment)
 - Estate Management Inspections
- 2.2 The remainder of this policy statement deals with each of the above areas separately, outlining the Co-operative's agreed approach in that area. A set of supplementary procedures is being developed as an appendix to the guide. These will provide clear guidance when a member of staff is unfamiliar with any given area of estate management and will also help ensure that the policy statements are implemented in an open and consistent manner.
- 2.3 Performance against the agreed objectives is monitored by the Management Committee on an ongoing basis and is subject to an annual review.

SECTION A – 1 VOID MANAGEMENT

A1. Objectives of Void Management

1.1 Garrion People's Housing Co-operative aims to re-let vacant properties as quickly as is practicable and to minimise rent loss as a result of properties being empty (void losses), subject to the properties being in a tenantable condition and to the offers of tenancy being consistent with the Allocations Policy. This is consistent section AS1.5 of *Performance Standards*.

1.2 Void management can be split into four distinct stages:

- Pre-termination arrangements, such as an inspection by the Housing Officer
- End of Tenancy
- Void Repairs
- Selection and Allocation

Although these are separate stages of the process, they will usually operate concurrently. For example, lines for void repairs will be raised following the pre-termination inspection and before the tenancy end date. Similarly, selection may take place whilst void repairs are still being carried out, especially if there is a large number of repairs requiring to be done.

1.3 The Voids Policy applies to each of the Co-operative's owned properties.

A2. Stage 1 – Pre-Termination Arrangements

2.1 The Tenancy Agreement requires 4 weeks' notice to be given prior to a tenancy formally ending. Notice should be provided in writing to the Co-operative's office at 3 Heathfield. To assist in this process, standard termination of tenancy forms are available.

2.2 The following information must be provided in the written notice:

- date of tenancy termination
- intended date of vacation
- reasons for leaving (for our own record-keeping purposes)
- any outstanding repairs known to the tenant
- whether the tenant is prepared to show prospective tenants around, or let the Housing Officer show them around
- daytime telephone number and times when the tenant can be contacted
- forwarding address

The Co-operative's staff are happy to assist tenants with the termination letter/form either in the office or by a home visit, if required. Tenants wishing to take advantage of this are requested to contact the office to make suitable arrangements, or to call in anytime during office hours.

2.3 In the event of the tenant's death, the date of termination will be determined by the date of return of the keys.

2.4 Shorter periods of notice than that stipulated in the tenancy agreement are not accepted, apart from in the following circumstances:

- the tenant is moving into residential care, nursing care or hospital
- the property is being re-let before the expiry of the termination notice period

2.5 The Co-operative has produced a letter and this is given to outgoing tenants or representatives explaining the procedure for terminating the tenancy and the tenant's responsibilities. This includes what to do about meter readings, notifying appropriate authorities of a change of address, and details of charges that the Co-operative may decide to raise (for example, to cover repairs necessary owing to neglect by the tenant).

Inspections

2.6 Once a notice of termination has been received, the Co-operative will carry out an inspection of the property to be vacated – this should be done within 5 working days, or prior to the end of tenancy date if this is sooner. This is to allow staff to assess:

- the likely level of repairs requiring to be done
- whether there are any repairs that are the tenant's responsibility
- if minor repairs can be carried out while outgoing tenant is in property

It also provides an opportunity for the tenant to ask any questions they may have regarding the end of tenancy procedures.

2.7 The time and date of the inspection will be agreed with the tenant in advance and the tenant can arrange to have a friend, family member or other representative present. If a sign (or language) interpreter is required, this service will be provided by the Co-operative in line with our statement on equal opportunities.

A3. Stage 2 – End of Tenancy

3.1 In order to avoid delays in the repairs and re-letting process, the Co-operative must ensure that keys are obtained from the outgoing tenant on or before the date that the tenancy is ending. Staff will agree a date and time with the tenant during the pre-termination inspection and will arrange for the return of the keys.

3.2 Where a tenant plans to vacate the property at the weekend or on a public holiday, a home visit is not possible. In such cases, arrangements should be made to have the keys returned on or before the end of tenancy date. The Co-operative needs to minimise income lost as a result of properties being empty. As a result, keys retained beyond the end of tenancy date will result in additional rent being charged.

A4. Stage 3 – Void Repairs

4.1 Within three days of the keys being received, the Housing Officer will ensure that a void inspection is carried out.

- 4.2 All void repairs will be categorised as “urgent”. This means that all work will be completed within 2 days of the keys being passed to the contractor. The Co-operative will impose strict time and quality targets for repairs to vacant properties, ensuring that contractors are made aware of the timescales before agreeing to carry out the work. Where it is not possible for a contractor to meet this timescale because of the volume of repairs needing done to a particular property, an extension may be agreed. This should occur exceptionally only and will be at the discretion of the Housing Officer.

A5. Rent Account

- 5.1 The Housing Officer will advise the outgoing tenant of the balance on his/her rent account before, or as soon as practicable at, the date of termination. Notification will also be given simultaneously to the local authority housing benefit section in any case where housing benefit is being paid directly to the Co-operative.
- 5.2 Any credit which is due will be repaid as soon as practicable after any liability to make a repayment of housing benefit has been met.

A6. Stage 4 – Selection and Allocation

- 6.1 The Housing Officer will initiate lettings procedures as soon as notification of a termination of tenancy is received. This will involve identification of applicants to be offered the property in accordance with the Allocations Policy at the earliest opportunity.
- 6.2 Contact will be made with applicants to whom an offer of tenancy is to be made by telephone or in person at an early stage to assess the current position and level of interest of the applicant. The Housing Officer will make a written offer of tenancy within three days of being informed that work is complete and the property is available for letting.
- 6.3 The Housing Officer will accompany applicants viewing properties: up to 24 hours will be given to tenants after viewing a property to decide whether to accept it. If refused, or there is no reply within three working days to a written offer, the Housing Officer should make a new offer of tenancy in writing within three working days. Prospective tenants are informed of these conditions at the provisional offer stage.
- 6.4 Refusals and reasons for refusals, if known, will be recorded.

A7. MONITORING

- 7.1 The Co-operative will monitor performance in relation to voids in respect of the following factors and set targets where appropriate:
- rent losses due to voids
 - number of terminations and reasons for them
 - average length of time from end of previous tenancy to start of new tenancy (working days)
 - number of offers and refusals which are made
 - reasons for refusals

- 7.2 Summary reports in relation to these factors will be produced monthly, or more often as required by the Committee. Performance will be monitored against targets contained in the Internal Management Plan.

SECTION B – REPOSSESSING ABANDONED PROPERTIES

B1. INTRODUCTION

- 1.1 It is a condition of the Scottish Secure and Short Scottish Secure Tenancy Agreements used by the Co-operative that the tenant (and each joint tenant) must live in the accommodation as their only (or principal) home. This relates to the common law duty to occupy the property and is a standard condition found in the tenancy agreements used by most, if not all, Registered Social Landlords. For ease of reference, Appendix 1 replicates the text used by the Co-operative.
- 1.2 For a number of reasons, all staff must be aware that the Co-operative takes seriously the need to limit the number of properties that have been abandoned – that is, where the tenant has ceased to live in the property as their only or principal home, but has not formally given notice to the Co-operative to end the tenancy. For example:
- Good quality affordable social housing is a scarce commodity in the local area. Abandoned properties widen the gap between the number of properties available for let and the demand that exists and, effectively, prevent the Co-operative from making the best use of its stock.
 - Abandoned properties can cause estate management problems, such as failure to maintain private or common areas.
 - Abandoned properties can result in (former tenant) rent arrears if the tenant has been receiving full or partial housing benefit.
- 1.3 This procedure note is meant as a guide for use by staff when deciding whether they consider a property to have been abandoned. It does not attempt to replace the requirement to seek legal advice prior to re-possessing a property – the penalties for re-possessing in error can be significant.
- 1.4 The procedures take account of The Scottish Secure Tenancies (Abandoned Property) Order 2002 (Scottish Statutory Instrument 2002/13). For ease of reference, this legislation is replicated in Appendix 2.
- 1.5 Staff should also note that this note relates to when a tenancy has been completely abandoned by (i) the sole tenants or (ii) all joint tenants. Separate guidelines dealing with abandonment by one joint tenant are provided in Section 5.

B2. MAIN STAGES

- 2.1 There are five main stages in the process. These are:
- Becoming aware that a tenancy may have been abandoned
 - Carrying out a range of checks

- Making recommendations for action to the Depute Director
- Taking legal advice
- Re-possessing the property and doing an inventory of any good/personal possessions left behind

B3. BECOMING AWARE THAT A TENANCY HAS BEEN ABANDONED

3.1 A staff member can become aware that a property has been abandoned in a number of ways. For example:

- Mail returned marked “gone away”
- Reports from neighbours or other individuals
- Reports from other agencies
- Failure to respond to letters from the Co-operative
- Rent arrears appearing on the account or payments missed

3.2 Where this happens, the Housing Officer will check the house file to confirm whether the Co-operative has been notified of the tenant's absence, for example, in hospital or on an extended holiday. Where this applies, no further action will be taken with regard to the “abandonment” (although any other work, for example, arrears management will of course proceed as normal). On no account should this information be divulged to another person unless the Co-operative is required to do so by law.

3.3 Where the Co-operative has no prior notification of an absence, the chart at Appendix 3 should be used. This offers guidance to staff on whether it may be appropriate to serve the first notice, although, in exceptional circumstances, staff may decide to serve a notice in any case. Where this applies, a separate report must be prepared by the Housing Officer and endorsed by the Depute Director, in addition to other documentation.

B4. DEALING WITH A SUSPECTED ABANDONED PROPERTY

FIRST NOTICE

4.1 Where the abandonment flow chart suggests that the property has been abandoned, the Co-operative should, in most cases, proceed to serve the first Notice. This should be sent out by Recorded Delivery or posting by two staff. This notice requires the tenant to confirm to the Co-operative, within 28 days, that they are occupying the property as their only or principal home. The Notice ceases to be effective as soon as contact has been made. Please refer to Appendix 1 for the text of the relevant Statutory Instrument.

SECOND NOTICE

4.2 Where there has been no contact within the 28 day period, the Co-operative should make arrangements to serve the second Notice and re-possess the property. The following steps are to be used:

- 1) Report to the Depute Director, who is required to authorise the serving of the second Notice and re-possession
- 2) Discuss with the Housing Officer whether the Police should be asked to attend – arrange if applicable
- 3) Contact a joiner and/or locksmith from the Co-operative's approved list of contractors and arrange an appointment to meet at the property as soon as possible
- 4) Attend the address with another member of staff
- 5) Request joiner and/or to force locks (once Police have arrived if they have been called)
- 6) Take inventory
- 7) Take photographs
- 8) Carry out void inspection
- 9) Request joiner and/or locksmith to secure property, arranging for any other required trades to be in attendance
- 10) Order void repairs
- 11) Arrange to allocate property

- 4.3 The abandoning tenant may, from time to time, leave personal possessions and/or furnishings in the property. Where this applies, the Housing Officers will assess the value of what has been left behind and the Depute Director will make a decision on whether or not the effects should be placed in storage in case the tenant returns. This decision will be based on whether the value of the possessions exceeds the cost of storage for six months, which is the period that the possessions will be kept. The estimated value of the possessions will be the sum agreed by the two staff, and can be backed up by the photographs at a later date if required.
- 4.4 If the estimated value of the possessions is considered less than the cost of storage for six months, then the Co-operative will arrange for their disposal. Again, photographs will be available for inspection in the event of a later appeal by the former tenant.
- 4.5 The cost of any repairs required owing to vandalism or wilful neglect by the tenant, member of their household or any visitor will be assessed and this sum will be recharged to the tenant. This will become a former tenant debt and will be pursued in the usual manner.

B5. ABANDONMENT BY ONE JOINT TENANT

- 5.1 Notification of abandonment by a joint tenant is expected to come, in the majority of cases, from the remaining joint tenant. The first step is to obtain written (or equivalent) notification from the remaining tenant(s) that the abandoning tenant has abandoned the property, when this occurred and, if known, a forwarding address.
- 5.2 If a forwarding address has been provided, staff should attempt to make contact to ascertain if the tenant intends to return to the property.

B6. THE AUDIT TRAIL

- 6.1 A separate pocket will be retained within the house file and will contain all correspondence, results of checks, pro formas, photographs and other documentation. This will be retained for a period of three years as this is considered relevant information to include in any tenancy references received.

B7. REVIEW

- 7.1 This procedure will be reviewed every 3 years, or more frequently in line with legal, regulatory and best practice requirements.

APPENDIX B1

**Extract from Scottish Secure Tenancy Agreement on Abandoned Properties
(Please refer to the Depute Director where the Tenancy is a SHORT SST)**

Section	Text
2.7	You must occupy the house and use it as your main home.
6.4	(The Tenancy Agreement can be ended in any one of the following ways): By abandonment by you – “we have reasonable grounds for believing that you have abandoned the house. In this case, we may forcibly enter the house to make it secure. We will also give you at least 4 weeks' notice that we believe that you have abandoned the house. If, at the end of that period, we have reasonable grounds for believing that you have abandoned the house, we may repossess it by service of another notice. You have a right to make application to the sheriff against repossession within six months. We will secure the safe custody and delivery to you of any property which is found in the house. We will have the right to make a charge for this and to dispose of any property if you have not made arrangements for its delivery within a given period.”
6.8	(The Tenancy Agreement can be ended in any one of the following ways): By abandonment by a joint tenant – “If we have reasonable grounds for believing that your joint tenant has abandoned the house, we will give that tenant 4 weeks' notice. If we have reasonable grounds for believing, at the end of the four week period, that the joint tenant has abandoned the house, we may serve another notice. This second notice will terminate that joint tenant's interest in the tenancy in not less than 8 weeks. That second notice will not, however, terminate the tenancy which will continue.”

Appendix B2**Text of SSI 2002/13**

The Scottish Ministers, in exercise of the powers conferred by sections 18(4) and 109(2) of the Housing (Scotland) Act 2001S, and of all other powers enabling them in that behalf, hereby make the following Order:

Citation, commencement and interpretation

1. - (1) This Order may be cited as the Scottish Secure Tenancies (Abandoned Property) Order 2002 and shall come into force on 30th September 2002.

(2) In this Order "the Act" means the Housing (Scotland) Act 2001.

Procedure by landlord

2. - (1) Where property is found in a house to which section 18(1) of the Act applies the landlord shall immediately serve a notice on the tenant that the property is available for delivery into the hands of the tenant or the tenant's agent at a place specified in the notice on payment of any sum payable in terms of article 5(1) of this Order and that if the property is not collected by the tenant from the specified place on or before the date specified in the notice (being a date not fewer than 28 days from the date of service of the notice and not earlier than the date on which the landlord repossesses the house) it may be disposed of in accordance with this Order.

(2) The notice provided for in paragraph (1) of this article shall be served by posting it to the tenant in a recorded delivery letter addressed to the tenant at the tenant's last known address or by leaving the notice for the tenant at that address.

3. - (1) Where property in respect of which a notice under article 2 of this Order has been served on the tenant has not been collected by the date specified in the notice, the property shall, subject to paragraph (2) of this article, be stored by the landlord for a period of 6 months from the date on which the landlord took possession of the dwellinghouse and after expiry of the said period the landlord may sell any item remaining in its custody.

(2) Paragraph (1) of this article shall not apply to any property the value of which would not, in the opinion of the landlord, exceed the amount which the landlord would be entitled to deduct under article 6 of this Order from the proceeds of any sale of such item.

Disposal of property

4. Where property to which article 3(1) does not apply and in respect of which a notice under article 2 has been served on the tenant has not been collected by the date specified in the notice the landlord may sell or otherwise dispose of it.

Charges payable

5. - (1) Subject to paragraph (2) of this article, where at any time prior to the sale or disposal of property under this Order the tenant, or any other person who appears to the landlord to have a right of ownership or of possession in the property, arranges for delivery to the tenant or such other person of any item the landlord shall relinquish custody of that item upon receipt of a payment equal to the amount of any costs incurred by the landlord in complying with this Order in relation to that item or such lesser amount (including a nil amount) as the landlord may think fit.

(2) Nothing in this article shall affect the landlord's exercise of its right of hypothec.

6. Where a landlord sells property under article 3 of this Order it may deduct from the proceeds of sale the amount of any costs incurred by it in complying with this Order in relation to that property and, if there is any remainder after deduction of such amount, the amount of any arrears of rent.

Public Health and Safety

7. Nothing in articles 2 to 5 of this Order shall prevent the exercise by any person or authority of any power under any enactment relating to public health or public safety.

Register of abandoned property

8. - (1) Landlords shall maintain a register of houses in which property has been found on the exercise of their powers under section 18 of the Act.

(2) A house shall remain on the register until after the expiry of a period of 5 years from the date on which the landlord took possession of the house.

(3) The landlord shall make the register available for inspection by members of the public at all reasonable times.

MARGARET CURRAN

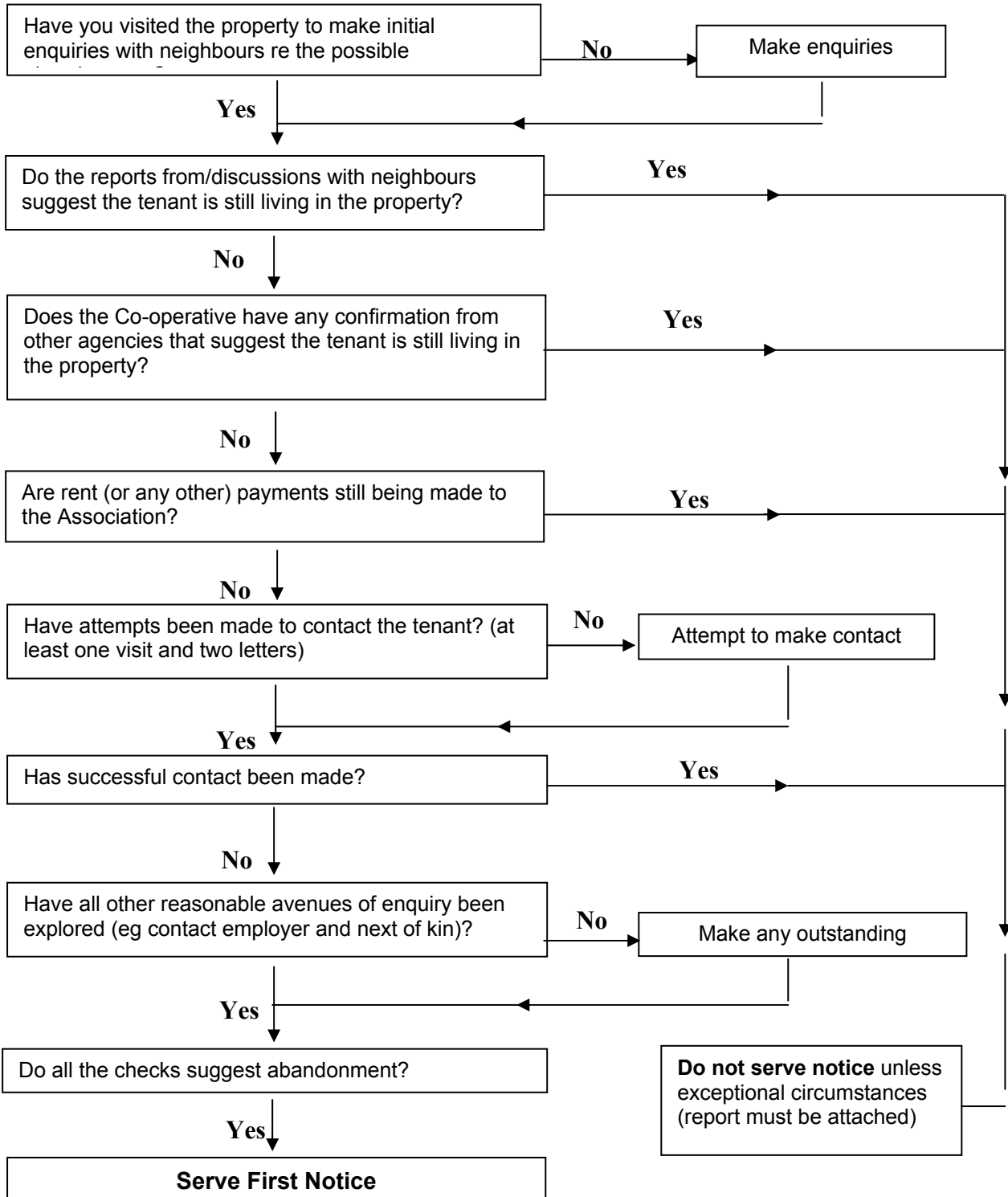
A member of the Scottish Executive

Abandoned Property Checklist (To be used Prior to Serving Notice #1)

APPENDIX B3

Please note the reasons why you suspect that this may be an abandoned property. You will probably need to attach another sheet.

The following chart offers guidance to help staff decide whether to serve the first notice.



SECTION C – ANTI-SOCIAL BEHAVIOUR AND HARASSMENT (Including Racially Motivated Harassment)

C1. ANTI-SOCIAL BEHAVIOUR

- 1.1 Anti-social behaviour, sometimes referred to as neighbour disputes, is an almost inevitable consequence when the lifestyles of people living near to each other clash. This can happen when, for example, different age groups, household sizes/ family composition, cultural backgrounds, and working/sleeping patterns give rise to arguments.
- 1.2 This can manifest itself in a number of ways, such as complaints and disputes about responsibility for common areas, litter, noise, or the behaviour of children. Whatever, the case, there is often great potential for the dispute to become serious over time if it is not resolved at an early stage. This part of the Guide outlines the Co-operative's policy on anti-social behaviour.
- 1.3 It is based on Chapter 16 of Raising Standards in Housing and seeks to comply with section AS1.9 (plus a range of other guiding and activity standards).
- 1.4 The Civil and Criminal legal frameworks are outlined in Section 3 of the Raising Standards chapter and are not therefore replicated here. Clearly, the Co-operative's position is to take appropriate legal advice before trying to invoke any of these legal remedies.

C2. KEY PRINCIPLES

- 2.1 The following set of key principles underpins the Co-operative's approach in this area:
 - The response will be quick and efficient, time limits will be set and the complainant will be kept up to date with developments
 - Staff will not be judgemental, especially at the beginning of an investigation as some complaints may be unfounded or malicious
 - In the case of harassment (including racially motivated harassment) the approach will be victim-centred
 - Legal remedies will only be used when preventative and management approaches have failed
 - There will be a clear review process for monitoring cases
 - There will be an appeals process where the complainant feels that the issues have not been satisfactorily addressed
- 2.2 The remainder of this section outlines how the Co-operative is going to achieve the above with regard to neighbour disputes, prior to addressing the question of harassment. Firstly, however, the following section outlines how the Co-operative defines anti-social behaviour.

C3. DEFINING ANTI-SOCIAL BEHAVIOUR

- 3.1 The definition of what constitutes anti-social behaviour is based on what is viewed

reasonable and unreasonable and this, in turn, requires a judgement to be made. The types of behaviour viewed as anti-social will vary from one RSL to another, as will the size of the problem, and it is therefore impossible to produce a blanket definition. Best practice suggests that staff, Committee and residents should be involved in defining anti-social behaviour, and this is something that the Co-operative is going to progress over the coming year.

- 3.2 In the meantime, all complaints of anti-social behaviour will be viewed from the complainant's perspective and will be investigated by staff in the manner outlined in this section.
- 3.3 A complainant's identity will be kept confidential by staff. However, in certain cases, someone may suspect that they know the identity of the person who has made a complaint. Even although this may be the case, the Co-operative's staff will, under no circumstances, divulge this information to anyone. This should be explained to the complainant at the outset.

C4. RECEIVING A COMPLAINT – INITIAL INVESTIGATION and TIMESCALE

- 4.1 A complaint about anti-social behaviour can be made orally or in writing – this will not affect the way in which it is followed up or concluded. The complainant should be interviewed by his/her Housing Officer (or someone deputising for him/her if he/she is absent from work), during which a written record should be taken by the Officer and the complainant should be invited to sign this – where the original complaint was oral, the written record may include some background information. The complainant should be asked their view of how the matter may be resolved and how they would like the investigation to be conducted – often complainants may seek an unrealistic “solution”, such as eviction for someone whose children play in a common close, but engaging in this discussion allows the Co-operative to explain the remedies open to RSLs as well as giving the complainant an opportunity to express their expectations.
- 4.2 In line with usual practice, the complainant can have a friend, relative or representative present during any dialogue with the Co-operative, and, where requested, the Co-operative will provide a sign or language interpreter.
- 4.3 The written record should be discussed with the Housing Officer to help agree a course of action. This will depend on the individual circumstances of each case, but may include:
 - Sending a letter to all tenants in a block/close. This can be an effective first step when the complainant does not wish to be identified.
 - Visiting the tenant accused of the anti-social behaviour.
 - Calling the tenant accused of the anti-social behaviour into the office.
 - Visiting other neighbouring tenants.
- 4.4 The aim of the initial investigation is to raise the issue and try to seek an informal solution. This is more likely to be effective if it is done soon after the initial complaint and the outcome is followed up in writing by the Co-operative. The Housing Officer should therefore adhere to the following timescale:

- Make arrangements to interview the complainant(s) ***5 days**
- Conducting interviews with the alleged perpetrator(s) ***5 days**
- Conducting interviews with neighbouring residents **5 days**
- Follow-up visit to/discussion with complainant and alleged perpetrator with a view to agreeing informal remedy. ****5 days**
- Write to both parties with details of the informal remedy, where this has been reached. **3 days**

*Timescales indicated are those that the Co-operative will attempt to achieve. However, this may be subject to some extension if the complainant/alleged perpetrator is not available or an interpreter has to be arranged.

**Appointment to be made at time of initial discussion.

Follow-Up Action

- 4.5 Problems of an anti-social nature can often resurface, especially when these relate to lifestyle clashes, as opposed to someone deliberately behaving badly toward someone else. Where an informal remedy has been successful, there is always the potential for the problem to recur. The Co-operative believes that this is less likely when the situation is monitored for the first six months. The Housing Officer will therefore contact the original complainant monthly for the first six months after the solution has been reached, and will take appropriate action if the anti-social behaviour has begun again.
- 4.6 A written record will be kept in the house file of all contact with either the complainant or the alleged perpetrator.

C5. PURSUING PERSISTENT ANTI-SOCIAL BEHAVIOUR

- 5.1 Not every case may be solved informally and the Co-operative's conciliatory approach may not be effective in certain circumstances. Ongoing anti-social problems are significant for those involved and they can have a serious impact on someone's quality of life. Where we are unable to offer a speedy solution internally, we will therefore contact an external agency for advice and assistance.
- 5.2 Subject to the requirements of the Data Protection Act, the Co-operative may contact one or more agencies, such as:
- Social Work Services
 - Mediation Service
 - Police (usually for corroboration of, for example, excessive noise)
 - Another RSL (who may have had experience of a similar problem)

- 5.3 Before an external agency is contacted, the Housing Officer should prepare a report outlining the rationale for calling in that particular agency and what the Officer hopes to achieve. This requires to be endorsed by the Director/Depute Director.
- 5.4 Whatever the case, any potential solution stands a better chance of working if both/all parties “buy in” to it. It is therefore important to keep the alleged perpetrator, as well as the complainant, informed of the steps that are being taken. This is especially relevant in the case of mediation which can be a very effective method of dealing with a deep-rooted lifestyle-related problem.

C6. LEGAL and OTHER REMEDIES

- 6.1 We will attempt to rectify all anti-social problems before they get to this stage as this can be a costly and time-consuming process where there are no guarantees of a satisfactory outcome. However, where all else fails or where the problem is long-standing and shows no signs of improvement, the Co-operative may consider the following:
- Interim Interdict
 - Anti-Social Behaviour Order
 - Beginning legal proceedings to recover the tenancy
 - Management Transfer (often to another landlord)
- 6.2 Apart from a Management Transfer (which would require the moving tenant’s consent in any case), all other remedies should only be pursued following legal advice. If any are being sought, it is here that good record-keeping and audit trails throughout the case will be essential.

C7. HARASSMENT (INCLUDING RACIALLY-MOTIVATED HARASSMENT)

- 7.1 Whilst the vast majority of our customers do not experience any form of harassment, for those who do it can have a devastating effect. This part of the guide sets out
- what the Co-operative considers to be harassment and
 - what action it may take.
- 7.2 The Co-operative will not tolerate any forms of harassment and hopes to make this clear by having a dedicated and firm policy statement. For example, in the most serious of cases, it is likely that the Co-operative would consult its solicitor with a view to repossessing the perpetrator’s home.

C8. WHAT IS HARASSMENT?

- 8.1 Harassment exists when one party acts to adversely affect the peace or comfort of, or cause offence to, another party (the victim). It is different from anti-social behaviour (as described above) in that harassment is usually deliberate and directed at one person/household, although the distinction can be confused and the terms used interchangeably. Often the harassment will be on at least one of the following grounds:

- race
- colour
- religion
- gender
- sexual orientation
- disability
- illness
- age
- lifestyle
- political beliefs
- occupation

Please note that this is not an exhaustive list.

8.2 It is impossible to provide an absolute definition of the types of action that may constitute harassment, but the following list provides examples.

- The use of slogans (in written or spoken form) that cause offence on the type of grounds highlighted in 2.1, above.
- Violence or threats of violence (whether empty or not)
- Berating the victim to others on the basis of 2.1, above
- Any action that makes the victim feels ill at ease or harassed

8.3 **For the absence of doubt, the Co-operative's initial assumption will be that the harassment exists if the victim perceives this to be the cases. All allegations of harassment will be taken very seriously by the Co-operative.**

C9. MAKING A COMPLAINT

9.1 Anyone who feels that he/she or a member of his/her household, friends or family is a victim of harassment caused by anyone who lives in or is visiting an Co-operative property, or anyone representing Garrion People's Housing Co-operative (ie member of staff, consultant or contractor/agent), can raise the issue with the Co-operative. The appropriate staff to contact are the Housing Officer or Director/Depute Director, although any member of staff should be in a position to take an initial statement.

9.2 All complaints must be made in writing, otherwise it may be difficult for the Co-operative to pursue them. The Co-operative's staff will offer assistance where required. Customers should also be reminded that a sign or language interpreter can be made available and the complainant can have a family member, friend or other representative with them at all times, if they so wish. Reassurances must be given that the details of the alleged harassment will be kept confidential.

9.3 The Co-operative takes all allegations of harassment seriously, and will therefore have carried out an initial investigation within three working days. This will culminate in a report to the Director, with recommended next steps highlighted. The alleged victim will be informed of the Co-operative's initial findings and will be consulted on any follow-up

action.

C10. INVESTIGATING COMPLAINTS

10.1 The Co-operative will investigate all complaints swiftly and to the best of its ability. After conducting (and recording) the initial interview with the complainant, the Co-operative will seek to (i) verify the information already provided and (ii) investigate the complaint further.

10.2 Staff are required to use judgement on the best way to carry this out as the steps taken will depend on the circumstances surrounding each individual case. The type of action to be taken may include:

- Interviewing neighbours
- Seeking information from the Police, Social Work Services, Positive Action in Housing or any other agency likely to have information
- Interviewing others who have witnessed the harassment
- Photographic evidence (of offensive graffiti, for example)

Whatever course of action is chosen, it is important that it is done as a matter of urgency and that all conversations are recorded.

10.3 Section 3.2 of this policy requires the Co-operative to respect a complainant's confidentiality and this continues to apply. However, the Co-operative has a responsibility to conduct its investigations as fully as possible and this will inevitably involve contact with the alleged perpetrator. It may otherwise be very difficult for the Co-operative to take appropriate follow-up action and may also limit the options for action (for example taking action against the alleged perpetrator would probably be ruled out, whilst a management transfer may be possible).

10.4 Unless requested not to, the Co-operative's staff will approach the alleged perpetrator under the guidelines highlighted in section 4.2. This will allow the Co-operative to decide on the action to be taken.

C12. WHAT THE CO-OPERATIVE CAN DO

12.1 If the Co-operative is satisfied that the alleged harassment is taking place, there are several options open to it. The following factors will be considered when deciding the best way of dealing with the allegation(s):

- The nature of the allegation(s)
- The seriousness of the allegation(s)
- The degree of risk faced by the alleged victim if the harassment is to continue
- The level of evidence available to support the allegation(s)
- The wishes of the alleged victim (for example, a like-for-like transfer to another landlord or taking action against the alleged perpetrator are two possible courses of action, but neither is advisable if against the wishes of the victim)
- The likely effectiveness of one option versus another

12.2 The decision should be made in consultation with the victim. As each case is very much unique, it is not possible to provide a prescriptive list of what action will be taken and when. The following is a list of action that may be taken, but it is not exhaustive and the Co-operative will be open to suggestions for other remedies.

- Management transfer (either within Garrion's stock or via a reciprocal arrangement with another social landlord)
- Legal action for repossession as a result of a breach of the tenancy conditions on the part of the perpetrator
- Action to terminate the contract of employment on the ground of gross misconduct (where the perpetrator is an employee of the Co-operative)
- Application for an Anti-Social Behaviour Order where there is persistent harassment
- Mediation

12.3 In addition to the above, where there is a suggestion that the perpetrator may have committed a criminal offence – for example under the Race Relations Act 1976 – the Co-operative will assist the victim in taking the case to the Police or another co-operative that may be better placed to offer advice.

C13. TIMESCALES

13.1 The Co-operative will deal with all harassment complaints as quickly as possible. This, however, must not be done at the expense of accuracy and thoroughness. The following target timescales have been developed with this in mind.

- Taking the initial report from the complainant and agreeing follow-up action with the *Director. Write to complainant to confirm this. **2 days**
- Conducting interviews with neighbours and others. **3 days**
- Requesting information from other agencies **3 days**
concurrent
with interview
stage
- Conducting interviews with alleged perpetrator and other relevant individuals **3 days**
- Conducting a series of internal meetings, taking advice from relevant agencies, taking legal advice (if required) and deciding on the action to be taken **10 days**

* If the Director/Depute Director is not available, the most senior member of staff available should be consulted.

13.2 It is important to note, however, that the above timescales are very much dependent upon

how quickly others can respond. The process may be lengthened as a result of this and the Co-operative may be limited in what it can do to speed it up.

- 13.3 Where the harassment is serious and demands immediate action, for example to preserve the safety of the victim, the Co-operative may by-pass the stages highlighted. The most likely outcome in such cases is a management transfer. This does not preclude the victim reporting the action to the Police if there has been a criminal act, and the Co-operative will offer whatever support in this regard.

C14. MONITORING and REVIEW

- 14.1 Anti-social behaviour and harassment has, thankfully, not been a major issue for the Co-operative. Staff will, of course, monitor the progress within individual cases on an ongoing basis.

SECTION D – ESTATE MANAGEMENT INSPECTIONS

D1. POLICY OBJECTIVES

- 1.1 Garrion People's Housing Co-operative is fortunate in that the physical environment has changed markedly and with it has come fewer estate management problems, with residents generally fulfilling the obligations placed upon them in the Tenancy Agreement to a high standard; and the Co-operative's properties are maintained in a good state of repair.
- 1.2 The purpose of this section of the guide is to outline the steps to be taken to help ensure that problems are not allowed to develop over time. This will be done via a combination of *ad hoc* reports/complaints made by residents (which are dealt with as they arise) and planned estate inspections.

D2. ESTATE INSPECTIONS

- 2.1 The Co-operative manages properties in the Gowkthrapple estate. Within this area, we have both tenemental properties, four-in-a-block and houses with "back-and-front door". The following inspections will be carried out by housing management staff at least once every 6 months per property:

- Common Close } where
- Communal Back Courts } these
- Communal Bin Stores } exist
- Front Gardens
- Front Elevation
- Rear Elevation
- Gable End
- Roof (including guttering and downpipes)

- 2.2 Please note that these inspections are intended to supplement any work carried out by the maintenance section, for example, gathered during pre-and post-inspections or during stock condition surveys. Their main purpose is to note (from street level) any "obvious" work that is needing done and are in no way a substitute for the planned stock condition surveys co-ordinated by the maintenance section.
- 2.3 It will be the Housing Officer's responsibility to initiate appropriate follow-up action, for example ensuring that repair lines are raised and writing to tenants regarding failure to keep common areas clean and tidy.

D3. PERFORMANCE MONITORING

- 4.1 An annual report will be taken to the Management Committee to (i) confirm that all inspections have been carried out as intended and (ii) highlight any concerns emerging from these inspections.