



**Policy:** **Garden Areas**

**Housing Services**

**Approval:** **September 2021**

**Review Date:** **September 2024**

**Code:** **HS 19**

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<b>1.0</b>	<b>Introduction</b>	
1.1	Provanhall Housing Association is a community based not-for-profit organisation located in the Provanhall area of Easterhouse. The Association is run by an elected and voluntary Management Committee. Policies of the Association are agreed and approved by the Management Committee with the operation of these policies the responsibility of staff.	
1.2	Glasgow City Council campaigns on issues such as <i>‘environmental incivility’</i> which they define as <i>‘any act which is harmful to or contributes to the degradation of your living environment. This can include vandalism, fly tipping, dog fouling, littering and graffiti’</i> . The Scottish Government state <i>‘environmental antisocial behaviour can give communities the appearance of decline....’</i> The Association recognises the appearance of the local environment has a significant impact on the quality of life within our community and on the wellbeing of residents.	
1.3	Environmental services were developed and established for the benefit of all tenants and residents within the Provanhall community. The condition of private and shared garden areas play an important role; in addition to the whole community benefitting through improved appearance of the area, many tenants and residents improve both their mental and physical health and wellbeing looking after and enjoying garden areas. For all these reasons the Association encourages and sponsors the Provanhall Garden Competition each year.	
1.4	The Association recognises the use, upkeep and alteration of garden areas cover a range of issues that involve other policies of the Association including:	
1.4.1	Tenancy Agreement	
1.4.2	Estate Management Policy	
1.4.3	Allocations & Internal Transfer Policies	
1.4.4	Antisocial Behaviour Policy	
1.4.5	Animals Policy	
1.4.6	Alterations and Improvements Policy	
1.4.7	Complaints Policy	
<b>2.0</b>	<b>Aims of the Garden Areas Policy</b>	
2.1	The aims of the Garden Areas Policy are:	
2.2	To provide clear guidelines for tenants, staff and Management Committee on the use, upkeep, alteration, improvement or change to any private or shared backcourt area within the Association.	
2.3	To promote good neighbour and landlord relations by encouraging tenants to consider their neighbours’ enjoyment of their private and shared garden areas	

2.4 To encourage tenants to look after and hopefully take pride in their garden areas

### **3.0 Scottish Social Housing Charter Outcomes**

3.1 The following charter outcomes and standards are relevant to the Garden Areas Policy:

#### **3.2 Charter Outcome 1 'Equalities':**

*'every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services'*

#### **3.3 Charter Outcome 2 'Communication':**

*'tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides'*

#### **3.4 Charter Outcome 6 'Estate management, antisocial behaviour, neighbour nuisance and tenancy disputes':**

*'Social landlords, working in partnership with other agencies, help ensure as far as reasonable possible that: tenants and other customers live in well-maintained neighbourhoods where they feel safe'*

#### **3.5 Charter Outcome 11 'Tenancy Sustainment':**

*'tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations'*

### **4.0 Annual Return on the Charter (ARC) Indicators**

4.1 The following Annual Return on the Charter (ARC) Indicators are relevant to the Garden Areas Policy:

4.2 Charter Indicator 13 *'Percentage of tenants satisfied with the landlord's contribution to the management of the neighbourhood they live in'*

4.3 Charter Indicator 17 *'Percentage of antisocial behaviour cases reported in the last year which were resolved'*

4.4 Charter Indicator 22 *'Percentage of the court actions initiated which resulted in eviction and the reasons for eviction'*

### **5.0 Back and Front Door Properties**

5.1 Tenants who live in back & front door properties have:

5.1.1 Exclusive use of the front garden

5.1.2 Exclusive use of the back garden

## **6.0 Cottage Flat Properties**

6.1 Tenants who live in on the ground floor have:

6.1.1 Exclusive use of the front garden

6.1.2 Exclusive use of their part of the back garden – usually fenced off

6.2 Tenants who live in the upper floor have:

6.2.1 Exclusive use of their part of the back garden – usually fenced off

## **7.0 Main Door Flats in Closes**

7.1 Tenants who live in main door flats within a close have:

7.1.1 Exclusive use of their front garden

7.1.2 Exclusive use of their back garden - *only* if currently fenced off

7.1.3 Shared use with other tenants within the close of the backcourt area – If no currently fenced off private garden area

## **8.0 Flats in Closes**

8.1 Tenants who live in ground floor flats within a close have:

8.1.1 Exclusive use of the front garden

8.1.2 Shared use with other tenants within the close of the backcourt area

8.2 Tenants who live in upper floor flats within a close have:

8.2.1 Shared use with other tenants within the close of the backcourt area

## **9.0 Upkeep of Garden Areas**

9.1 The Scottish Secure Tenancy Agreement signed by each tenant outlines their legal and contractual obligation regarding private or shared garden areas. Under the following sections of the Tenancy Agreement the tenant must:

9.1.1 'Unless we provide the appropriate and relevant services, if you have exclusive use of a garden attached to the house, you must take reasonable care to regularly keep it from becoming over-grown, untidy or causing a nuisance' (Section 2.11)

9.1.2 'Unless we provide the appropriate and relevant services, if you share a garden with others, you must take your turn with them to keep it from becoming over-grown, untidy or causing a nuisance' (Section 2.12)

- 9.2 Tenants who accept an offer of housing where there is an exclusive use of a garden area also accept liability for any existing trees and shrubbery within the garden. This liability includes the ongoing and future maintenance of same to keep it from becoming overgrown, untidy or causing a nuisance.
- 9.3 Tenants can discuss with their Housing Services Officer possible removal of any existing trees or shrubbery they no longer wish to maintain or are unable to maintain.
- 9.4 The Association currently provides the following private and shared garden and common area services. These may be reviewed or changed in future:
  - 9.4.1 Cutting of front garden grassed areas
  - 9.4.2 Cutting of back garden grassed areas
  - 9.4.3 Cutting and de-littering of shared backcourt grassed areas
  - 9.4.4 Cutting and de-littering of common grassed areas
  - 9.4.5 De-weeding of shared backcourt grassed & hard surfaced areas including close entrances
  - 9.4.6 De-weeding of all common grassed & hard surfaced areas including parking bays
- 9.5 Providing environmental services does not mean the tenant is no longer responsible for the conditions outlined in their Tenancy Agreement. Staff will therefore inspect and monitor to ensure tenants adhere to their Tenancy Agreement conditions to keep their private and shared garden areas from becoming over-grown, untidy or causing a nuisance. Staff will take appropriate action as required outlined under Section 14 *'Breach of the Garden Areas Policy'*.

## **10.0 Preventative & Proactive Measures**

- 10.1 The Estate Management Policy outlines our preventative and proactive approach to *'protect the Association's investment by striving to maintain our properties and the local environment to the best possible standard'*. Preventative and proactive measures are crucial in achieving the best possible standards. The following methods will at all times emphasise:
  - 10.1.1 Promotion of high property and environment standards
  - 10.1.2 Promotion of the *'Use of the Home and Common Parts'*, *'Respect for Others'* and *'Repairs, Maintenance, Improvements and Alterations'* sections of the Tenancy Agreement
  - 10.1.3 Promotion of the range of options by which residents can report estate management problems including environmental antisocial behaviour
  - 10.1.4 Promotion of the positive outcomes of encouraging residents to report problems in order for staff to act on and resolve quickly
  - 10.1.5 The responsibility of tenants regarding private, shared and common garden areas
  - 10.1.6 The serious personal consequences for tenants and their household if the standard of their property, including garden areas, deteriorates and does not

improve or environmental antisocial behaviour problems for which they are responsible occur and continue

10.2 Staff promotion of high standards both in our properties, garden areas and the surrounding environment will include:

- 10.2.1 Prior to allocating property – reference from previous landlord/s
- 10.2.2 House visit prior to offer of housing being made
- 10.2.3 Accompanied viewing of the house being offered
- 10.2.4 Pre tenancy advice and assistance
- 10.2.5 Sign up process
- 10.2.6 Tenants handbook
- 10.2.7 New tenant visit
- 10.2.8 Regular tenancy visit
- 10.2.9 Personal contact with tenants
- 10.2.10 Annual garden competition
- 10.2.11 Quarterly newsletters & Annual Report
- 10.2.12 Other promotional & publicity material as required

## **11.0 Alterations & Improvements**

11.1 The Scottish Secure Tenancy Agreement signed by each tenant outlines their obligation to get our written permission under '*Alterations & Improvements*' (Section 5.20). We will not refuse permission unreasonably. We may grant permission with conditions including conditions regarding the standard of the work.

11.2 Any tenant who wishes to make any temporary or permanent alteration, improvement or change to their private front or back garden or shared backcourt area should complete an Alterations / Improvements Application Form. Please refer to the Alterations & Improvements Policy for further details.

11.3 Tenants should contact Technical Services staff for information or advice on any alteration, improvement or change prior to any work being carried out as non-approved works may result in removal at the tenants cost.

11.4 Alterations, improvements or changes to exclusive and shared areas may include the following:

- 11.4.1 Sheds / greenhouses / summer houses / bird aviary
- 11.4.2 Rotary dryers
- 11.4.3 Decking
- 11.4.4 Slabbing
- 11.4.5 Ponds / fountains
- 11.4.6 Fence / gate alterations
- 11.4.7 Bin store alterations
- 11.4.8 Fixed barbecues
- 11.4.9 Play equipment (trampoline / chutes / swings) in shared areas
- 11.4.10 Garden furniture in shared areas etc.

- 11.5 The above examples are not an exhaustive list. If in doubt, please contact Technical Services staff for information or advice.
- 11.6 Tenants must not carry out any alteration, improvement or change without the written permission of the Association.

## **12.0 Alterations & Improvements: Shared Areas**

- 12.1 The Association aims to ensure that all shared backcourt areas are enjoyed equally for the benefit of all tenants and residents.
- 12.2 Any tenant who wishes to make an alteration, improvement or change to the shared backcourt area will require permission from both the association and written agreement of all tenants within the close.
- 12.3 The tenant who wishes to make the alteration, improvement or change should not approach their neighbours for their permission or written agreement. The Association will obtain any written agreements required.
- 12.4 See Alterations & Improvements Policy for details.

## **13.0 Use of Garden Areas**

- 13.1 The Association recognises the enjoyment residents get from using their private or shared garden area. How the garden is used and enjoyed can however mean different things to different people. Depending on the age, family composition or lifestyle of individual residents, what one tenant may view as an acceptable and reasonable use of the garden may be viewed very differently and a source of annoyance by another tenant. The Association's Garden Areas Policy tries to achieve a balance to make sure good neighbour relations are maintained and section 3 '*Respect for Others*' of the Scottish Secure Tenancy Agreement' is adhered.
- 13.2 The Association would expect tenants to take a sensible approach in the use of any exclusive or shared garden area. This may include:
  - 13.2.1 Clothes drying
  - 13.2.2 Gardening
  - 13.2.3 Relaxing
  - 13.2.4 Playing
  - 13.2.5 Sunbathing
  - 13.2.6 Barbecuing
- 13.3 The above examples are not an exhaustive list. Tenants and residents are expected to carry out activities in their garden area which does not disturb, annoy, upset or distress their neighbours.



## **14.0 Breaches of the Garden Areas Policy**

14.1 This may take several forms and require different responses depending on the nature and seriousness of the issues involved. Breaches may include:

14.1.1 Not keeping the garden area neat & tidy

14.1.2 Not clearing up dog fouling

14.1.3 Not taking all reasonable steps to supervise and keep your animal under control (see Tenancy Agreement under '*Use of the House and Common Parts..*' section 2.6 regards animals and our Animals Policy)

14.1.4 Causing a noise nuisance

14.1.5 Causing damage / vandalism

14.1.6 Not requesting permission for any alteration, improvement or change

14.1.7 Not being reasonable with other neighbours regarding clothes drying in shared gardens (see Tenancy Agreement under '*Use of the House and Common Parts..*' section 2.10 regards sharing of drying greens and drying areas)

14.1.8 Not being reasonable with other neighbours regarding equal use of shared garden areas

14.2 The above examples are not an exhaustive list. If a complaint has been received or it is clear to staff a breach of tenancy has taken place, the Association will try to resolve the issue through provision of information, advice and support. We may work in partnership with other agencies to provide this support. Holding mediation meetings between two neighbours or full close meetings may also be carried out. Verbal and written warnings may also be issued.

14.3 If complaints or breaches are not successfully resolved, joint meetings with the tenant and relevant agencies will be held prior to more serious action being taken against the tenant. This partnership approach ensures we do all we can to resolve issues and keep tenants and their families in their home. Serious action includes legal or court action which could ultimately lead to the eviction of the tenant and their family. Please see the Antisocial Behaviour Policy and Procedure for details.

## **15.0 Equality & Diversity**

15.1 Provanhall Housing Association is committed to promoting an environment of respect, understanding, encouraging diversity and eliminating discrimination by providing equality of opportunity for all. The Garden Areas Policy in its operation will adhere to all parts of the Equality & Diversity Policy.

15.2 The Association wishes to ensure there are no barriers in accessing its services. Relevant documents can therefore be translated into a range of languages on request. We will also ensure that translation services are available for those who wish more detailed information and to assist those who

wish to make personal enquiries. For anyone with visual or audio impairment relevant documents can also, on request, be made available in larger print, on tape, in Braille or on any format required.

## **16.0 Legal Framework**

16.1 The Garden Areas Policy in its operation shall adhere to and be mindful of the following equality, housing & other relevant legislation:

- 16.1.1 Antisocial Behaviour etc. (Scotland) Act 2004
- 16.1.2 Data Protection Act 2018 (incorporates GDPR 2016)
- 16.1.3 Housing (Scotland) Acts 2016, 2014, 2010, 2006, 2001 & 1987
- 16.1.4 Equalities Act 2010
- 16.1.5 Homelessness etc (Scotland) Act 2003
- 16.1.6 Clean Neighbourhoods and Environment Act 2005
- 16.1.7 Human Rights Act 1998
- 16.1.8 Environmental Protection Act 1990

## **17.0 Guidance and Good Practice**

17.1 Every effort has been made to develop the policy and procedure with regards to the following information, guidance and good practice:

- 17.1.1 The Scottish Social Housing Charter (Scottish Government, 2017)
- 17.1.2 Scottish Social Housing Charter, Revised Technical Guidance for Landlords – March March 2021 (Scottish Housing Regulator)
- 17.1.3 An Introduction to Glasgow’s Environmental Task Force (Glasgow City Council, 2016)
- 17.1.4 Action Plan for a Community Environment Standard (CIH, 2008)
- 17.1.5 Firm Foundations: The Future of Housing in Scotland (Scottish Government, 2007)
- 17.1.6 Improving the Neighbourhood – A Community Environment Standard for Scotland (CIH, 2006)

## **18.0 Role of the Management Committee**

18.1 Staff will undertake the day to day operation of the Garden Area Policy. The role of the Management Committee is to agree and review the policy. This includes approval of estate management and antisocial behaviour report actions. The Management Committee will also monitor and review the outcomes of the policy.

## **19.0 Decision Review**

- 19.1 A tenant or resident dissatisfied with any decision taken regarding the garden areas policy or complaints process has the right to request a review of the decision. A tenant or resident is advised the review process is as follows:
- 19.2 A tenant or resident can request a review of the decision to the Housing Services Manager of the Association. Their review request can be made in person by making an appointment or by phone, email, via the Association's website or in writing. The Housing Services Manager will provide a written response within 5 working days.
- 19.3 If the tenant or resident does not agree or accept the decision of the Housing Services Manager, they have the right to make a final decision review request to the Director of the Association. Their review request can be made in person by making an appointment or by phone, email, via the Association's website or in writing. The Director will provide a written response within 5 working days. The Director's decision will be final.

## **20.0 Complaints**

- 20.1 A tenant or resident has the right to complain if they are unhappy. We value any complaint a tenant or resident may have as this can help improve the service we provide. See the Complaints Policy and Procedure for details.

## **21.0 Monitoring and Reporting**

- 21.1 It is important for the Association through the Management Committee to establish whether the aims of the Garden Areas Policy are being met. Regular monitoring and reporting of estate management or antisocial behaviour issues helps to establish whether or not these aims are being met and assist in future policy reviews. This will also help in the review of performance indicators and targets.

## **22.0 Audit Trail**

- 22.1 An audit trail of monitoring and reporting inspections, complaints and performance outcomes shall be recorded. This audit trail will clearly demonstrate the need for the escalation stages of this or other relevant policies and procedures.

## **23.0 Review of Policy**

- 23.1 This policy will be reviewed five years from date of approval or sooner due to legislative, guidance or good practice requirements.