



SCO-POL-05-01
Neighbourhoods Policy

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1. Policy definition

This policy applies to Torus properties including shared ownership and leasehold properties. This policy has been designed to ensure Torus complies with current legislation and regulatory standards. It includes:

- Ensuring estates and neighbourhoods are well maintained, safe and enjoyable places for tenants to live
- Involving tenants and residents in service design, delivery and evaluation
- Putting neighbourhoods at the heart of Torus service provision
- Working in partnership to effectively manage estates and neighbourhoods.

2. Overarching policy definition

The aim of Torus Neighbourhood Policy is to provide effective management of the environment around our properties and any common areas to ensure that the neighbourhood is an attractive, well maintained, safe and secure place to live.

3. Policy and business objectives

This policy is designed to support Torus to achieve the following:

- High quality customer service standards
- Fulfil the company's legal obligations
- Maintain tenancies and maximise income
- Ensure that demand for our properties is maintained
- Protect the value of company's properties and land
- To set out the limitations of the service that the company will provide.
- To protect and improve the health and safety of tenants, staff and visitors to tenants homes.

Guidelines and procedures are published separately.

4. Equality of opportunity

Torus will not discriminate against anyone on grounds of their race, colour, religion, sexual orientation, disability, gender or age.

5. Scope

This policy will include and cover the following work:

- Management of communal areas
- Grounds maintenance
- Tree maintenance
- Household refuse and recycling disposal
- Litter and fly tipping
- Dog fouling
- Pest control
- Needles and syringes
- Graffiti
- Abandoned vehicles
- CCTV
- Estate inspections and risk assessment
- Garage management
- Recovering costs for services and repairs relating to the neighbourhood
- Untidy Gardens
- Environmental improvements

This policy directs officers to discharge all legal and contractual requirements. From time to time there may be exceptional circumstances where a discretionary decision may be made by senior managers to find a solution to an issue.

Service standards can be found in appendix 1.

6. Policy statement

Management of communal areas

Communal areas include shared entrance ways, staircases and landings, bin stores, drying areas, pathways and parking.

- We will ensure that communal areas within blocks and schemes are maintained, kept clean, have provision for safety and security, promptly repaired and are adequately serviced and lit.
- We will inspect communal areas on a regular basis. Where recurrent problems arise, we may work in partnership with other landlords, Police and other agencies to resolve the problems.
- Torus will provide a cleaning service in some communal areas of flats of blocks. This will be carried out by Estate Caretakers on a regular basis. The cost of this service will be recovered in a service charge. We will publish details of the specification and schedule of cleaning services on noticeboards.
- We recognise that personal items in communal areas can increase the risks associated with fire by obstructing an escape route or providing a source of fuel. They may also create a tripping hazard. Torus does not permit the storage of personal belongings in a shared area. Where personal belongings are identified, the

responsible resident may be asked to remove them immediately. Failure to do so may result in the resident being served with a disposal of goods notice and being charged for Torus costs in removing and of disposing of them.

- It is expected that tenants, leaseholders and shared owners, as part of their responsibilities under their tenancy and leaseholder agreements, will play an active role in keeping the communal areas clean and tidy. .
- The communal areas in flat blocks are only to be used as a route to and from individual properties. The areas should not be used for any gatherings. If it is found that individuals known to a tenant(s) are using the communal areas for any other reason than access to flats (such as drug taking and drinking alcohol) legal action may be taken against the tenant(s) in question. For further information please see the Anti-Social Behaviour Policy and relevant tenancy agreements.

Grounds maintenance

Communal grounds include shared grassed areas, shrubs and flower beds.

- We will maintain communal grounds including regularly cutting grassed areas at scheduled intervals and keeping flower and shrub beds neat and tidy.
- We will inspect communal grounds on a regular basis. Where recurrent problems arise we may work in partnership with the relevant stakeholders or other agencies to resolve the problems.
- We may publish information relating to the specification and schedule of grounds maintenance services and information will be made available on request. Specifications for grounds maintenance may be developed in consultation with tenants and residents.
- We will periodically review the performance of the grounds maintenance service.

Tree maintenance

- We will undertake periodic surveys of trees located on communal grounds to identify required works. Works will be prioritised on the outcome of the survey.
- We will, on request, inspect trees in individual gardens when we receive a report that a tree is causing damage to a property, is dangerous or is posing a hazard.
- We will only undertake work to trees in individual gardens when it is a health and safety issue and absolutely necessary e.g. constitutes a hazard to the structure of the building. Maintaining trees within the grounds of an individual property are the tenant's responsibility. We will not respond to requests to prune or fell trees where there is no justifiable reason.

Exemptions for work to trees:

Issues that do not qualify for work to be carried out are as follows:

- Loss of light/reduced light to properties.
- Effects on TV or mobile phone reception.
- Obstruction of views.
- Interference with private vegetation.
- Honeydew (dripping sap).
- Bird Droppings.
- Squirrels gaining access to properties from trees.
- Leaf, fruit, or flower fall.
- Smells generated by trees.

Torus Tree Policy contains more detail and information on work and maintenance to trees.

Household refuse and recycling

Torus may work with local authorities to encourage residents to recycle and re-use their household waste. We may advise new tenants at the start of their tenancy of the arrangements for refuse and recycling collection.

Litter and fly tipping

Torus recognises that litter and fly tipping can have a detrimental effect on the appearance of a neighbourhood. Fly tipping is the illegal dumping of waste. When this occurs on Torus land, we will try to identify the source of the waste. Where this is sufficient evidence we will work with the relevant local authority to prosecute the perpetrators of fly tipping. Where the perpetrator is known and is either a tenant or visitor of a tenant then action may be taken for a breach of tenancy in line with the Anti-social Behaviour Policy.

Dog fouling

If dog fouling is caused by an animal that either belongs to a tenant or to a visitor of a tenant or leaseholder then action may be taken for breach of tenancy in line with the Anti-Social Behaviour Policy.

Torus will, where there is sufficient evidence work with in partnership with the local authority where there is a wider problem with dog fouling or stray dogs in a neighbourhood.

Pest control

We will address infestations of the following in communal areas:

- Rats
- Mice
- Cockroaches
- Fleas
- Wasps nests
- Bees nests
- Bed bugs

Where an infestation occurs in a tenant or leaseholders home as a result of a structural defect, we will repair the defect and arrange for treatment of the infestation.

In all other cases the responsibility for dealing with the infestation lies with the tenant or leaseholder. In these circumstances we may offer advice to the resident.

Where the behaviour of a tenant or leaseholder is identified as the cause of the infestation we will contact them to advise of this and request that they take action to eradicate the infestation and prevent further occurrence. If they fail to act we may take remedial action and may charge the cost of the works to the tenant or leaseholder.

Needles and syringes

Torus recognises the risk that can be caused by discarded needles and syringes. Torus will arrange for the removal of needles and syringes from areas in Torus ownership in line with our service standards.

Graffiti

Torus recognises that graffiti can have a detrimental effect on the appearance of a neighbourhood. Graffiti is criminal damage. Where there is sufficient evidence we will work with the Police and local authority to try to identify and prosecute the perpetrators of graffiti.

Action may also be taken in line with the Anti-social Behaviour Policy where the perpetrator is a tenant or visitor to their property.

We will remove offensive or abusive graffiti from structures in our ownership in line with our service standards.

Abandoned vehicles

Where it comes to our attention that a vehicle has been abandoned on communal land we will work with our partners, the Police and local authority, to have it removed.

CCTV

Data Protection registration allows for the installation of CCTV for the detection and/or prevention of crime. Before CCTV is installed Torus will ascertain the appropriateness and reason for the installation.

We will also work with the Police and other partners to provide information/intelligence from tenants to inform the siting of mobile CCTV they have available.

Where a resident wishes to install CCTV to survey their home, this will be subject to permission from Torus. CCTV used for “limited household purposes” does not fall under the terms of the Data Protection Act. Prior to granting permission Torus will consider the impact in the neighbourhood and ensure the siting of the camera only covers the area of the tenant’s property and not any public area.

Estate inspections and risk assessment

- Staff will take responsibility for reporting any issue or repair that they see or that is reported to them whilst on estates and will report these to the relevant department or partner agency. We will encourage tenants and residents to help us identify problems in their neighbourhoods.
- Torus aims to reduce the number of claims, the cost of premiums, the costs of managing claims and subsequent pay outs from claims so to maximise investment in homes and communities.
- We will undertake regular inspections of our neighbourhoods and owned assets including land, property and ways of access. The frequency of inspection will be based on an assessment of risk. We will also record and log insurance inspections.
- This policy directs staff to be proactive and constantly observant of risks during the course of a working day.
- Torus will also be observant of risks arising on property and land owned by other organisations and will communicate potential risks and hazards to the Local Authority. This does not imply the company accepts any responsibility for subsequent injury and claims relating to land or property owned by other organisations. This policy simply states that staff may play a role of an ‘active citizen’ and may report risks to relevant authorities.

Garage management

- Torus will usually let garages to existing tenants who have a clear rent account and no outstanding debts to the company (known as qualifying tenants)

- In most circumstances garage rental will be limited to one per tenant. Where there is evidence of no other demand, Torus may consider renting more than one garage to a tenant.
- The company may let garages to non tenants where there is no demand from tenants.
- The company will request a payment of rent to the value of one week in advance
- The company will periodically inspect garages and garage sites.
- This policy does not state or imply that Torus will take full responsibility for the cleanliness of communal areas around the garage sites.

Recovering costs for services and repairs relating to the neighbourhood

- Where a cost is incurred by the company in relation to graffiti, fly tipping, dog fouling, household refuse, needles and syringes and other work related to the neighbourhood, Torus will consider raising a charge to any known perpetrator(s).
- We will communicate clearly with the tenant so they understand why the charge has been raised.
- Where possible we will offer tenants the opportunity to carry out the work or order the work privately before ordering any work and raising a charge to the tenant.
- Torus will carry out or order all necessary work where there may be a risk to health and safety regardless of liability. Any potential charge will be considered after the repair has been completed in these circumstances.
- When considering a charge officers will take into account:
 - Whether the tenant is capable of carrying out the work within a reasonable time scale
 - Whether or not the raising of a debt and subsequent pursuance is cost effective

Officers may consider supplying additional support (e.g. providing a skip for clean-up) in exceptional circumstances where this achieves demonstrable benefits for the company and the neighbourhood.

Untidy gardens and maintenance

- Torus will inspect, monitor and assess the gardens of our properties on a regular basis e.g. minimum of once per year and when staff are in neighbourhoods carrying out their normal duties.
- Torus may take action to enforce tenancy conditions relating to the garden and the external environment contained in the tenancy agreement. This may include accessing support for tenants or taking legal action against tenants. Any decision to do so may be based on a brief cost/benefit analysis. Examples of benefits may include the protection of demand for homes, the increased ability of a tenant to maintain a tenancy and the quiet enjoyment of neighbours' tenancies.

- Support for tenants may be provided in the form of skips, help from contractors or the Green Space Service in exceptional circumstances.
- The company will consider charging tenants to recover any costs incurred in support or work carried out on the garden.

Environmental improvements

We will involve tenants and residents in environmental improvement proposals in our neighbourhoods. Any improvements will be subject to the availability of funding and will only be approved if there are clear benefits such as reduced levels of empty properties or increased demand for properties. In some circumstances we may work with partners and other agencies to explore the possibility of additional funding for projects. The Asset Management Strategy contains more detail on how environmental improvement works will be planned.

7. Right to review

If an individual is dissatisfied with any decision made against their interest under this policy they may request a review of that decision.

An individual wishing to request a review of a decision must do so within 21 days of receiving the decision letter. A person requesting a review will need to set out, in writing, why they believe a decision is wrong and provide any available supporting information.

Requests for review should be sent to:

Group Head of Neighbourhoods,
Helena Cenral,
4 Corporation Street,
St Helens,
WA9 1LD.

A review of the decision will be undertaken by a different and more senior officer to the one who made the original decision. The reviewing officer will consider the evidence and decide whether to support or overturn the original decision. The applicant will be informed of the outcome of the review, in writing, within 28 days of submitting their written request. Where the original decision is upheld the decision letter will include the reasons for the decision and the matters taken into consideration.

Out of time reviews will only be considered where an applicant can evidence that there were exceptional reasons why a request for a review could not be made within 21 days.

The decision as to whether or not to allow a review out of time will be made by the reviewing officer.

8. Complaints procedures

If at any stage an individual is unhappy with the service they receive under this policy they may bring their concern to our attention in a number of ways which are summarised below.

Complaints can be made by an individual or someone acting on their behalf (examples might be a friend, local councillor, support worker, doctor or solicitor) in a variety of ways:

- By telephone 01744 637383 or 01925 452452
- In person to any of our offices (see section 12 for our list of offices)
- Via our websites www.helenahomes.co.uk or www.gght.org.uk
- In writing to the offices at section 12
- By email to tenantenquiries@gght.org.uk or onecall@helenapartnerships.co.uk

We will let you know when we receive your complaint by acknowledging receipt in writing. We aim to do this within 2 working days. If we receive a complaint by email we aim to acknowledge receipt within 4 working hours.

Torus operates a 2 stage internal complaints procedure. If a customer is unhappy with our Stage 1 (Service Manager) response then they may appeal and have their complaint reviewed at Stage 2 (Senior Manager). We aim to respond in writing to Stage 1 complaints within 10 working days and to Stage 2 complaints within 10 working days.

If you exhaust our internal complaints procedures and remain unhappy you may decide to take your complaint further in which case:

- Under the Localism Act 2011 you may approach a Designated Person and ask them to act on your behalf. A Designated Person may be:
 - Any Member of Parliament
 - A Local Ward Councillor
 - A Designated Tenant Panel

They will tell you if they are prepared to act on your behalf and may, after due consideration, refer your case to the Housing Ombudsman service.

- You may decide to refer your case directly to the Housing Ombudsman service. The Housing Ombudsman Service will usually only consider your complaint once 8 weeks have elapsed following our closure of your complaint.

Copies of our complaints procedure are available on request in printed hard copy form as well as translation and alternative formats including Braille and large print.

9. Publishing

This policy is published on our website www.wearetorus.co.uk and is available for inspection at our offices at 4 Corporation Street, St Helens. It is also available on request in printed hard copy form (on receipt of reasonable copying charges) as well as translation and alternative formats including Braille and large print. Where this policy states that a request or application must be made in writing, any individual who has difficulties with written English should contact Torus (either by telephone or attendance at one of our offices) for assistance to be given with submitting the request or application.

10. Monitoring and responsibility

It is the responsibility of the Group Head of Neighbourhoods to ensure that:

- i) All relevant staff are aware of this policy
- ii) Customers are aware of this policy

It is the responsibility of all staff to ensure that the policy is applied.

11. Associated documents

- Anti Social Behaviour Policy
- Asset Management Strategy
- Tenancy Policy
- Torus Green Space Tree Policy

12. Contact details

We always welcome feedback on any of our policies, procedures or services. If you have any comments, compliments or complaints about this policy please let us know. Feedback may be given in one of the following ways:

- By telephone 01744 637383 or 01925 452452
- In person to any of our offices (see below for our list of offices)
- Via our websites www.helenahomes.co.uk or www.gght.org.uk
- In writing to the offices below
- By email to tenantenquiries@gght.org.uk or onecall@helenapartnerships.co.uk

Offices

Torus Central, 4 Corporation Street, St Helens, WA9 1LD

Bank Park House, Kendrick Street, Warrington WA1 1UZ

Open Monday to Friday 9am-5pm