

|  |
| --- |
|  |
| Storage and Removal of items in Common areasPolicy |
|  |

|  |  |
| --- | --- |
|  |  |
|  |  |

Table of Contents

[1. Introduction and scope 2](#_Toc89178144)

[2. Purpose 2](#_Toc89178145)

[3. Responsibility 2](#_Toc89178146)

[4. Liability 2](#_Toc89178147)

[5. Prevention 3](#_Toc89178148)

[6. Applicability 3](#_Toc89178149)

[7. Legal Framework 3](#_Toc89178150)

[8. Reasonable behaviour, disability and religion 4](#_Toc89178151)

[9. Enforcing the Policy 4](#_Toc89178152)

[10. Other Communal Living Areas 6](#_Toc89178153)

[11. Updating Computer Systems and Housing Files 6](#_Toc89178154)

[12. Removal and Disposal of Goods in Communal Areas Procedure 7](#_Toc89178155)

[12.1 Removal 7](#_Toc89178156)

[12.2 Enquiries 7](#_Toc89178157)

[12.3 Storage 8](#_Toc89178158)

[12.4 Disposal 8](#_Toc89178159)

[12.5 Charges 9](#_Toc89178160)

[Appendix 1 10](#_Toc89178161)

[Appendix 2 11](#_Toc89178162)

[Appendix 3 12](#_Toc89178163)

[Appendix 4 14](#_Toc89178164)

[Appendix 5 15](#_Toc89178165)

[Appendix 6 16](#_Toc89178166)

# 1. Introduction and scope

* 1. Common areas are used by customers and others visiting using or visiting the premises as a means of safe access and egress.
	2. For this reason, fire safety legislation requires these areas which include hallways, corridors, stairways, landings, shared balconies, utility cupboards and all internal and external fire exits to be kept free of materials and equipment at all times to ensure they can be used safely in the event of an emergency.
	3. This policy applies to the safe management of common areas by Places for People Scotland.
	4. Where items are being stored in communal garden areas and are not causing a fire safety risk but represent a general safety concern or are impeding the effective cleaning/grounds maintenance processes then the procedure for removal is detailed in Appendices 3-6.

# 2. Purpose

2.1 Places for People Scotland has a clear policy to ensure we take all reasonable measures and comply with statutory legislation to ensure the safety of our customers and others while using our premises.

2.2 We recognise that the practices of storing materials or equipment in these areas may cause a significant increase in the risk of fire. In the event of an incident, this may prevent the area from providing safe access and egress and increase the risk of harm to customers and others.

# 3. Responsibility

3.1 It is the responsibility of all employees to take reasonable care of themselves and others who may be affected by their acts or omissions. It is therefore a requirement that any member of staff finding items in the common areas left in contravention of this Policy takes remedial action. This involves notification as applicable to the Housing Management Inbox.

3.2 The implementation of this policy will be monitored and documented through regular health and safety checks e.g. health and safety common area audits and scheme inspections and in conjunction with the annual fire risk assessment review for the property.

# 4. Liability

4.1 Places for People Scotland has overall responsibility for managing the safety of these areas to reduce risks to customers and others (including visitors and the emergency services). In the event of an incident which involved the storage of materials or equipment in these areas, an individual employee could be held liable unless we can demonstrate that we have a clear policy that is robustly managed and enforced.

# 5. Prevention

5.1 At commencement of tenancy all customers should be provided with a copy of the Fire Safety leaflet and are guided through the tenancy agreement specifically to not store items in any common areas. Fire safety advice is also on our website that can be accessed at any time. These documents make customers aware that items must not be stored in common areas.

# 6. Applicability

6.1 This procedure applies to all affordable tenures including Short Assured Tenancies, Scottish Secure Tenancies, Short Scottish Secure Tenancies, shared owner, retirement developments and supported tenancies. Except where the procedure refers to breaches of tenancy it can also be applied to non-Places for People customers who have left items in our communal areas.

# 7. Legal Framework

7.1 The primary reason for removing goods from our communal area comes from the Fire (Scotland) Act 2005 which set out the requirement to assess the risk of fire in our properties and to take adequate precautions to reduce risk. We must ensure that routes to emergency exits and the exits themselves are kept free obstruction at all times comes from Fire Safety (Scotland) Regulations 2006.

As an owner, there is a duty of care toward persons entering the premises. Under the Occupier’s Liability (Scotland) Act. The duty covers that people do not suffer injury or damage.

Failure to meet these requirements may result in enforcement action being taken against Places for People Scotland.

7.2 Under the Civic Government (Scotland) Act 1982 lost or abandoned property can be uplifted. As a finder, items have to be stored and report the fact that possession of the item has been taken. Property is required to be returned to the owner or advised where the property can be collected. Property could also be passed to Police Scotland who can decide what will happen to the item. Police Scotland may destroy or authorise the disposal of such items if unclaimed after 2 months.

7.3Scottish Social Housing Charter sets out that social landlords, working in partnership with other agencies, help to ensure as far as reasonably possible that tenants and other customers live in well-maintained neighbourhoods where they feel safe.

7.4 Under the Occupiers Liability (Scotland) Act 1960 a duty is owed to our customers and visitors to take reasonable care to ensure they do not suffer injury on the premises by reason of any danger. Failure to meet this duty may render Places for People Scotland vulnerable to a claim for damages.

# 8. Reasonable behaviour, disability and religion

8.1 It is not possible to fully detail the length of time or intensity necessary to deal with a particular set of circumstances. Reasonable behaviour is considered to be behaviour which is fair, proper or moderate having regard for all the circumstances. A person in society who exercises average care, skill, and judgment in conduct and who serves as a comparative standard for determining liability.

8.2 We adopt a “sterile” approach to management of our communal areas so no items will be permitted to be left in common areas that form part of a means of escape (stairwells, corridors and lobby areas) unless provided by Places for People Scotland for the purposes of fire safety management. Notice boards will be secured to the wall containing fire action plans, fire service advice and notices about storage of items in common areas.

8.3 When dealing with items that reinforce or reflect someone’s religion or belief, provided these are not clearly offensive, care must be taken to ensure that a sensitive and reverential approach is adopted and it is clearly explained to customers why items must be removed.

8.4 When an item has been placed in the common area to assist a customer with a disability as defined by the Equality Act 2010 suitable alternative storage or solutions will be given reasonable consideration. Where appropriate the customer should be referred to obtain further advice from an occupational therapist as other options may be available (see the Aids & Adaptations Policy). Please refer to the Mobility Scooter Policy for the specific policy and procedure relating to these items.

# 9. Enforcing the Policy

9.1 We will make every attempt to manage this policy with the agreement of our customers. We should attempt to contact and explain the policy to customers within each stair/development and ensure customer fully understand why this is necessary. However, if we are unable to do this and customers continue to store items in common areas, enforcement may be required.

9.2 Where issues are identified with regard to customers storing equipment and materials in internal common areas or escape routes the Removal and Disposal of Goods Procedure (section 14 below) should be followed to ensure compliance with legislation.

9.3 Clear signage in all blocks will be displayed to ensure customers are reminded that any items stored in the common areas will be removed, stored and potentially disposed of and that charges may apply.

9.4 Where repeat offending customers are identified (3 or more incidents have occurred in a 12 month period where items have been identified as owned by that occupier), further appropriate action may be taken by the Housing Management Team. Grounds to support legal proceedings can be found in:

Legislation:

* Occupiers Liability (Scotland) Act 1960 which sets out the duty of care upon the owner/controller of premises/land towards those persons entering onto that land/premises in respect of any dangers which may arise due to the condition of the land/premises or anything being done to them.
* Housing (Scotland) Act 2001, Schedule 2 grounds 1, 3 and 7 or 8 being breach of tenancy, condition of property and anti-social behaviour respectively.
* Sections 53 and 54 of the Fire (Scotland) Act 2005 which provides that employers have duties to their employees within the workplace to ensure their safety from fire. Section 54 provides for those in charge of “relevant premises” to take steps to ensure the prevention of harm

Evidence:

The evidence required is likely to be:

* Copies of the letters advising of removal and advising legal proceedings
* Photographs of each occasion that the item was in the communal area.
* Photographs of the offending items both in situ and at the date of uplift
* Photographs of the communal area highlighting the escape route
* Make and model of the item (this is a must when it is a valuable item – over £50)
* Details of any complaints from other customers
* Notes of discussions with the owner and reasons for continuing to store items in the communal area
* Details of steps taken to try to resolve the issue e.g. external mobility shelter/cover or storage or the reason why storage is not available.
* Assessment of risk – refer to the Health and Safety Team for advice and guidance
* Copy of the Fire Risk Assessment
* Any evidence supplied of disability e.g. occupational therapy reports
* Where the owner is not the tenant the steps taken to notify the tenant of the breach i.e. letters to tenant.
* Copies of leaflets, posters, customer magazines and newsletters sent to customers or displayed in the relevant communal areas.
* Supporting documentation from any third party organisations; ie fire service

9.5 In blocks where there are repeat problems, signage may be extended to being displayed on every floor.

9.6 Where the offender is a customer of Places for people Scotland, Touchstone must be contacted to manage the interaction with the customer in accordance with the short assured tenancy agreement.

# 10. Other Communal Living Areas

10.1 In those properties where we have communal areas such as lounges, there must be reasonable discussion with all customers about what is acceptable in these areas. An inclusive approach should be taken allowing people to personalise these areas with possessions which add to the ambience and vibrancy or our schemes without compromising the means of escape.

10.2 Only in circumstances where materials present a significant risk in terms of fire, health and safety or offence, would we want to have a discussion with customers about the removal of certain items, this should be done sensitively and respectfully and agreed with all customers where possible. If it is felt necessary to write to customers to confirm the outcomes of discussions, advice should be sought from the line manager about the content of any written communications.

# 11. Updating Computer Systems and Housing Files

11.1At each stage in the procedure the relevant computer systems (housing management systems, anti-social behaviour case management systems, and maintenance systems) should be updated and maintained with copies of all documents on the scheme file.

11.2Where property has been removed from a communal area all documents and photographs must be kept on the scheme file for 5 years.

# 12. Removal and Disposal of Goods in Communal Areas Procedure

This procedure applies to common area means of escape as defined in section 1.2 above.

The basic procedure is divided into five stages. Note that there is a separate mobility scooter policy setting out how to deal with these items.

Signage is displayed in the main entrance of all blocks informing customers that any items left in communal areas will be removed without notice, and that charges will be applied.

If there are issues arising in communal lounges and the officer feels they need to have discussions with our customers about potential control of items in these communal living space then care needs to be taken to do this sensitively and appropriately and not unnecessarily cause distress or offence to those people living there. Care must also be taken not to put the company’s reputation at risk by taking insensitive and inappropriate action which can result in criticism poor publicity and unnecessary challenge.

For more support and advice contact your line manager, the Equality and Diversity Team and/or the local Diversity Champion.

## Removal

Prior to removal ownership enquiries should be made by contacting occupiers within the premises and where the owner is identified they should be asked to remove the item immediately. Where ownership cannot be established photographs should be taken of the item(s) in situ together with a photograph of the signage displayed in the corridor detailed in appendices 5 and 6. In particular a photograph should be taken of any marks or damage that may be in dispute at a later date. This photograph should be sent to the Housing Management Inbox.

Once we have established that items left in Communal Areas will be removed with notice, the following procedure should be followed.

Always give consideration to your personal safety when removing items. If the owner is present and antagonistic we should contact the police. If you are in doubt do not remove the item and seek advice and assistance.

## 12.2 Enquiries

Once the item has been removed, the Housing Officer will:

1. Make an inventory of the item (s) noting any marks or damage. Both the photographic evidence and the inventory of the item(s) must be retained for 5 years in Scotland.

(ii) Make a further effort to establish ownership (calling and writing to the neighbours, contacting by mobile or alternative telephone number recorded on tenancy or house files, contacting social services or other local organisations). The extent and nature of the enquiries will depend upon monetary value of the item.

(iii) Once (and if) ownership has been established a letter should be sent to inform the owner that they have 28 days to arrange collection of their goods.

## 12.3 Storage

(i) The following items will not be stored and may be disposed of immediately:

* Items which pose a significant fire risk such as petrol, or gas bottles
* Rubbish of any description, soiled items, clinical waste, etc.
* Highly flammable items such as upholstered chairs, sofas, textiles, mattresses, paper/card etc. where there is evidence to suggest that they have been discarded, for example, damaged or stained.
* Perishable items.

(ii) For all other items they will be transferred to locally arranged storage facilities.

(iii) Each item will be labelled showing:

* Date removed
* Name of the person and contact details of the person who removed the item
* Name and contact details of the Officer
* Any addition information e.g. wheel broken, owner not known.

(iv) The item will remain in storage for a minimum of 28 days, however with the approval of a manager it may remain for longer but unless there are exceptional circumstances no longer than 3 months.

## 12.4 Disposal

(i) We will retain the items in storage for no more than six months. It is the responsibility of the owner to arrange collection of the item and reasonable appointments will be made to accommodate this.

(ii) The Housing Officer will seek the approval from a more senior manager to dispose of the item or to continue storing.

(iii) If the items are being stored longer a letter must be sent to the owner (or customers of the block) notifying them of the extension and confirming how collection can be arranged.

(iv) Once the six months has expired the legal title to the property transfers to the landlord and the property can be disposed of. Disposal can be either:

* Sold
* Donated to a local charitable organisation
* Recycled
* Destroyed

If the item is of significant monetary value and the owner or customers in the block are being recharged the costs, arrangements will be made to sell the property and the proceeds used to offset any reasonable expenses incurred such as storage, transportation and administration fees.

(v) Where it is the intention to sell the goods, the value of the goods should be assessed and weighed against the cost of applying to court for an Order for Sale for disposal which is the ultimate defence if any proceedings are subsequently brought by a former tenant or non-customer in respect of disposal of goods. This is most likely to apply to high end value items such as mobility scooters or high quality bicycles.

(vi) A record of the sale and any payments or profits will be accounted for and retained on the tenancy file for a minimum of 6 months.

(vii) The Housing Officer will be responsible for arranging disposal and sending out the Final Disposal Letter. This letter will include a list of charges either for recharging the owner or as a variable service charge (where applicable). See Charges

## 12.5 Charges

(i) Recharges

Where the owner has been identified the cost of removal, storage, disposal and administration fee may be recharged in accordance with the Recharge Policy and Procedure. See [Appendix 2](#APP2) for the Northgate process for setting up a recharge account.

Where ownership has not been established the cost of removal and disposal will be charged to the block of flats and apportioned in accordance with tenancy and leasehold agreements. Storage costs are not a service chargeable item.

# Appendix 1



**PLEASE DO NOT STORE ANY ITEMS WITHIN ANY OF THE COMMON AREAS OF THIS BLOCK**

**REGULAR INSPECTIONS WILL BE CARRIED OUT AND ITEMS FOUND THAT MAY CAUSE AN IMMEDIATE FIRE HAZARD OR TRIP HAZARD WILL BE REMOVED TO PREVENT RISK OF FIRE OR INJURY.**

**OCCUPANTS OF THE BLOCK OR OWNERS OF THE ITEMS WILL BE RESPONSIBLE FOR MEETING REASONABLE REMOVAL CHARGES FOR ANY ITEMS THAT HAVE TO BE REMOVED FOR SAFETY REASONS.**

ITEMS REMOVED WILL BE STORED FOR COLLECTION BY THE OWNER UNLESS IN THE VIEW OF PLACES FOR PEOPLE THESE ITEMS ARE PERISHABLE OR DILAPIDATED. IF YOUR ITEMS ARE REMOVED PLEASE CONTACT US TO ARRANGE COLLECTION. CHARGES MAY APPLY. ANY ITEMS NOT COLLECTED WITHIN 28 DAYS WILL BE SOTRED FOR SIX MONTHS THEN DISPOSED OF OR SOLD.

If you see anyone fly-tipping items within the common area of this block please report this to our Housing Management team

Please ensure that you and your visitors adhere to the request in this notice. It is with your safety in mind that these requests are made. Your co-operation is appreciated.

This sign is providing you with reasonable notice of removal as required by your tenancy/lease terms

**Places for People Scotland,** [**Places for People Scotland | Homepage**](http://www.castlerockedinvar.co.uk/) **and feedback at** [**Places for People Scotland | Contact us**](http://www.castlerockedinvar.co.uk/contact_us.aspx)

**1 Hay Avenue, Edinburgh, EH16 4RW**

**0131 657 0600**

**Email: (CREHousing@placesforpeople.co.uk)**

# Appendix 2

Creating a sundry account on Northgate

1. Select Estates, Tenancies
2. Search on the tenant reference
3. Click on Address that comes up for the tenancy
4. Click ‘Create revenue Account’
5. Drop the ‘\*Type’ down to Sundry Account
6. Drop the Account type to “SUN- Deposit Account”
7. Click Save
8. This takes you back into the tenancy screen and now click “revenue accounts” under Links
9. Click on the SUNDRY account you have just raised (use the start date to determine this)
10. Select Transactions and create account adjustment
11. Drop to the “Adhoc Additional Service Cost” and put in the total amount £86.25. Put in the comments that this is for removal of fly-tipped items and 15% admin cost. Create a new adjustment of the RCVAT type and add £17.25 VAT.
12. Save. You will see in the ‘Payment Reference’ greyed out box the new pay ref which can be used to take the payments when it generates in 24hrs

# Appendix 3

Procedure for removal of items from external common areas that **do not represent a fire hazard or impede safe egress in the event of a fire**:

In the first instance it is the responsibility of the owner to remove the property from the common garden area within the set timescale. If the owner cannot be traced or has failed to remove the property then the items will be removed within 14 days.

Note that care must also be taken not to put the company’s reputation at risk by taking insensitive and inappropriate action which can result in criticism poor publicity and unnecessary challenge.

1. Affix a removal notice to the item advising the owner that the item constitutes a health and safety risk and is to be removed within 14 days (example in Appendix 4).
2. Make **reasonable effort to establish ownership**. Make a written record of the enquiries made and outcomes. The extent and nature of the enquiries will depend upon:
* nature of the risk and the timescale i.e. higher the risk less time available to make enquiries.
* monetary value of the item.

Where there is reason to believe that any goods are owned by a third party e.g. goods that may be obtained under a hire purchase agreement such as mobility scooters, wheelchairs, bicycles whether it is possible to trace the owner and notify them that the goods are ready for collection.

(ii) Once ownership has been established **instruct the owner to remove the property** within **14 days.** This request will be confirmed in writing (Letter 1- Appendix 5).

1. If ownership has not been established a letter will be sent to all the customers served by that communal area. The letter will request that the item be removed within 14 days and request information regarding ownership. (Letter 1- Appendix 5)
2. After 14 days a check will be carried out to confirm that the property has been removed.
3. Take a photograph of the item(s) in situ with the ‘Removal Notice’ attached. In particular a photograph should be taken of any marks or damage that may be in dispute at a later date.
4. If the property has not been removed and it has significant monetary value the item will be removed to storage (see sections 14.3 and 14.4) or disposed of where the member of staff, acting reasonably, believes the items have a value of less than £50. A note of the items and photographic evidence of the items will be retained and stored with the property file.
5. Where items have been removed to storage a Notice of Removal will be served (Appendix 6). A Notice can be:
* Handed to the owner
* Delivered to the owner at his ‘proper address’
* Sent to the owner at his ‘proper address’

A ‘proper address’ for a tenant is the address on the tenancy agreement. It is not a PO Box or correspondence address.

The Notice should state the:

* Name and address of the owner
* Provide sufficient details of the goods and the address where they are held
* State how the goods can be collected.
1. If **ownership has not been established** a letter and copy of the Notice will be sent to each property serving that particular communal area. (Appendix 5).
2. Refer to section 14.4 Charges

|  |
| --- |
| Appendix 4**REMOVAL NOTICE****Address of Block** **Date****To the owner of** **The item(s) above may constitute a risk to health and safety.****Please could you arrange for the removal of the above item(s) from the common stair within the next 14 days.****If the item(s) are not removed then arrangements will be made to remove and dispose of them. You may be charged for this.** **If you have any queries, my details are:****Name****Contact Tel…………………..**Appendix 5 |
|  |  |  |
|  |

Date:

**Request to remove property from the communal area**

Following a recent visit to your block of flats it was recorded that the following item(s) had been left in the communal garden area:

This item is a potential safety hazard to others and is preventing us from carrying out effective grounds maintenance/cleaning services. On this basis we are not able to permit the storage of these items in any part of the communal area and I would ask you to remove it/them within 14 days of the date of this letter.

If the item is not removed we will have no option but to arrange removal the item.

If you are not responsible for these items but do know who they belong to I would be grateful if you could contact me.

If you wish to discuss this matter with me I can be contacted on the telephone number below.

|  |  |  |
| --- | --- | --- |
|  |  |  |

# Appendix 6

Date:

Dear

**WARNING – REMOVAL OF PROPERTY FROM COMMUNAL AREAS**

You [*customers]* were recently advised to remove the following property from the communal areas:

The reason that you *[customers*] were asked to remove these items was to minimise risks to safety and ensure grounds maintenance/cleaning services can be carried out effectively.

**As these items have not been removed, I have made arrangements for the property to be removed** and stored for six months. If they are not collected after 28 days the property will be disposed of after six months. Please find enclosed a document called a ‘Notice of uplift of abandoned items’. It will tell you how collection of the item(s) can be arranged.

You may be recharged for the cost of removal and storage of these items together with an administration fee.

If you wish to discuss this matter with me I can be contacted on the telephone number below.

Yours sincerely

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |

**NOTICE**

To: [insert name of owner /customer]

Address [insert address]

1. We, Places for People Scotland, the landlord, of 1 Hay Avenue, Edinburgh, EH16 4RW, hereby give notice that the goods as detailed below were left/abandoned in the property known as [address of property]
2. The goods to which this Notice refers are:

[insert details of goods]

1. **We have removed these goods from the premises. The goods are available for collection by making an appointment with** [insert name and contact details of staff member]
2. You have until *[insert day and date i.e. 28 days after the service of the notice]* to collect these goods. If the goods are not collected it is our intention to exercise the right to sell or dispose of these goods after six months.

Dated:

Signed [ ]

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  |  |  |

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |