



# Cloch Housing Association

## Garden Tidy Scheme Policy

<b>Policy Name</b>	Garden Tidy Scheme
<b>Policy Category</b>	H&PS
<b>Policy Number</b>	093
<b>Approved by</b>	Housing and Property Services Sub Committee
<b>Responsibility of</b>	HM
<b>Date Adopted</b>	01/03/2017
<b>Last Review</b>	01/03/2018
<b>This Review</b>	14/05/2014 (partial review)
<b>Next Review</b>	TBC
<b>Equalities Impact Assessment Required</b>	Yes
<b>Link to other policies</b>	Estate Management Policy
<b>Consultation</b>	Internal & External
<b>Need for Procedure</b>	Yes

## 1. Introduction & Aims

- 1.1 Cloch recognises that some tenants struggle to maintain their garden and may not have anyone nearby to help them. This can become a real problem and therefore the Association provides a limited garden tidy scheme to help with grass and hedge cutting.
- 1.2 The Garden Tidy Scheme provides a basic garden maintenance service for older (over 70) or disabled tenants or tenants who are suffering ill-health. This service includes grass cutting, hedge trimming and occasional weed spraying.
- 1.3 After we receive your application, we will arrange a visit to assess the current condition of your garden, and the level of maintenance it requires.
- 1.4 The provision of our Garden Tidy Scheme is targeted at those most in need of assistance due to ill health, disability or old age.
- 1.5 This policy should be read along with the Garden Tidy Scheme procedure.

## 2. Eligibility

- 2.1 This is a free service for tenants over the age of 70, who do not have anyone living with them who can maintain the garden. The service is also available for tenants who are medically unable to care for their garden. In these cases tenants must complete the relevant medical section of the application form or provide evidence of receipt of Disability Living Allowance or Personal Independence Payments.
- 2.2 To be eligible for our scheme, the applicant must be a tenant, and the applicant and all other members of their household must be:
  - aged 70 years or over, **OR**
  - aged 65–69 years and have a long-term health condition or disability which would prevent them from maintaining their garden, **OR**
  - aged 16 – 64 years and be in receipt of Disability Living Allowance (DLA) or Personal Independence Payment (PIP) which has been awarded as a consequence of a physical or mental disability, where the disability would impede their ability to maintain their garden, **OR**
  - registered blind.
- 2.3 Where Disability Living Allowance has been awarded the applicant must

provide evidence that this is for a physical or mental disability which indicates what it is about the disability which prevents or impedes them from being able to maintain their garden.

- 2.4 It is a requirement for admission to the Scheme that there is no able bodied member of the family, who could reasonably be expected to carry out garden maintenance, living with the tenant.
- 2.5 Consideration will also be given to people who are living on their own and are normally fit but who are temporarily incapacitated and unable to maintain their garden e.g. during a period of recuperation following an operation such as a hip replacement etc. This will be subject to appropriate medical evidence and each case will be considered on its own merits at the discretion of the Director of Customer Services and Communities, subject to availability within the scheme.
- 2.6 Applicants will be expected to complete an application form for the service. Thereafter, all applications for the scheme will be held by the Association in date order; where there are, for example, 40 spaces available on the scheme the first 40 applicants will be accepted for the scheme. Where the service is over-subscribed the Association will hold a waiting list of applicants who wish to join the scheme and if a current member is removed for whatever reason, this space will then be allocated to the next person on the list. Members will not need to apply on an annual basis but merely confirm by telephone or other means that the information on their original application is still valid on an annual basis; if this is not the case a new application may be required.
- 2.7 If you are not eligible for help from the Garden Tidy Scheme or the membership is full and you are on the list the Association may consider offering you the service if you are willing to pay for it by means of a monthly service charge. We may also be in a position to offer a "one off cut" via the contractor subject to the tenant making payment in advance for this service.

### **3 Verification**

- 3.1 The Applicant must, when requested, provide confirmation of any of the relevant circumstances stated on their application. If satisfactory verification cannot be provided within a reasonable timescale of the request, the application will be assessed based on the current information available which may mean that tenant is not deemed eligible for the scheme.
- 3.2 All applicants will be visited prior to being accepted onto the scheme. A visit will be made to verify the accuracy of the application details and to allow applicants the opportunity to discuss their application. Information will be sought regarding the level of service required at the property during this visit i.e. grass cutting only or grass cutting and hedge trimming.

## **4 Change of Circumstances**

- 4.1 It is the applicant's responsibility to advise the Association of any material change in their circumstances as it may result in a change to their eligibility for the scheme e.g. someone who is able to undertake the garden maintenance moving in or out of the home. Following a change of address, the applicant's current application will be cancelled and they will be required to re-submit their application, this will result in their application being moved to the bottom of any waiting list in operation.

## **5 False Declaration**

- 5.1 Any applicant, who knowingly gives false information or withholds relevant information in order to increase their chances of being accepted to the scheme, will have their application cancelled.
- 5.2 If a tenant has joined the scheme before the false declaration is revealed the Association will immediately remove them from the scheme and may pursue costs for any work already carried out.

## **6 Scope of the Garden Tidy Scheme**

- 6.1 If you are accepted onto the scheme, the service will provide the following:
- Grass cuts: 14 visits
  - Litter picking: 14 visits
  - Hard standing weed killing: 7 visits (once a month over the season)
  - Hedge cutting: 1 visit
- 6.2 The Association will not provide the following services as part of the Garden Tidy Scheme:
- Removing weeds
  - Mowing 'rough' or weeded areas of grass
  - Pruning, e.g. shrubs, roses, trees
  - Maintenance of flower beds or turning over beds
- 6.3 The Association reserves the right to amend, suspend or withdraw the service without notice at its absolute discretion.

## **7 Dog Fouling / Bulk Items in Garden**

- 7.1 Where the contractor reports to the Association that they have been unable to carry out services in a garden for example, as a result of dog fouling or bulk items remaining in the garden, the tenant will be given the opportunity to remedy the issues prior to the next cut taking place. If the issues are not resolved the tenant will be removed from the scheme and they will be required to re-submit an application for the scheme. This will mean that they will be added to the bottom of the list and may lose their place on the current scheme.

## **8 Appeals and Complaints**

- 8.1 Appeals or complaints against our operation of this policy will be processed through the Association's complaints handling procedure.
- 8.2 Every service user has final recourse to the Scottish Public Services Ombudsman or the Homeowner Housing Panel dependent on your tenure. Please refer to the separate Complaints Handling Procedure.

## **9 Applications from Employees, Governing body members etc.**

- 9.1 The Association may provide access to the scheme to its own employees, board members, former employees, former board members or close relations of the above in line with the eligibility criteria within this policy. In the event of such a service being granted, the decision made with regard to this must comply with the guidelines laid down in the Association's Entitlements, Payments and Benefits Policy.

## **10 Data Protection & Confidentiality**

- 10.1 All information supplied to the Association by applicants will be treated as strictly confidential and will be handled in line with Data Protection Act 1998. Information will not be revealed to any other party without the prior consent of the applicant or in line with data protection principles. Applicants have the right to inspect any records held on their housing application.
- 10.2 The Association may have to make enquiries to confirm information provided in the application. Express consent is granted by the applicant by accepting the declaration on the application form for data to be revealed to allow exchange of information with other agencies where appropriate and for their application to form part of their tenancy record.

## **11 Equalities Commitment**

- 11.1 Cloch Housing Association Ltd is committed to tackling discrimination on the grounds of sex or marital status, racial grounds, or grounds of disability, age, sexual orientation, language, social origin, or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.
- 11.2 Cloch seeks to embrace diversity, promote equal opportunities for all and eliminate any unlawful discrimination in all areas of our work.

## **12 Policy Availability**

- 12.1 This document can also be provided in large print, braille, audio or other non-written format and in a variety of languages, on request.

## **13 Monitoring and Review**

- 13.1 The Garden Tidy Scheme Policy will be reviewed every five years.