

# FENCES AND BOUNDARIES POLICY

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EIA Required?	<input type="checkbox"/>
EIA Completed?	<input type="checkbox"/>
Revision number:	05
Lead officer:	Steve Leonard

## 1 INTRODUCTION

1.1 This policy covers the maintenance and replacement boundaries, fencing and walls. It is reviewed on a two year cycle.

1.2 This policy has been the subject of consultation with customers through the 30 year Asset Management Strategy. Consultation with Neighbourhood Area Teams, Investment Delivery Team and Repair 1st is undertaken on a regular basis.

## 2 KEY FEATURES

2.1 The aim of this policy is to give a clear understanding of the obligation of Stockport Homes Group (SHG) and its customers for the repairs and renewal of boundary fencing and walls.

2.2 The policy demonstrates that SHG are committed to investing in communities and keeping the appearance of estates tidy and safe.

2.3 This policy outlines SHG commitment to ensure that customers feel safe in their homes and that secure defensible space is maintained.

2.4 The policy gives commitment to working with adjoining property owners to resolve fencing disputes and working with private owners to replace dilapidated shared fencing or boundaries.

2.5 SHG understands the financial implications that apply to leaseholders and their responsibility to contribute towards the upkeep of their buildings. The policy includes how SHG will consult with Leaseholders on repairs and maintenance.

2.6 SHG values and respects all of its customers and their safety and security. In return SHG expect customers to respect and value their homes.

## 3 STRATEGIC LINKS

3.1 This policy links to the following:

- Housing Act 2004 (Inc. HHSRS)
- Landlord & Tenant Act 1985
- Highways Act 1980
- Abusive Customer Procedure
- Tenancy Agreement
- Leaseholder handbook
- Anti-Social Behavior Policy and Procedure
- Property Alteration Policy
- Individual Garden Maintenance Policy
- Recharge Procedure

- Customer Feedback Procedure
- Lettable Standard.

## **4 SHG & CUSTOMER OBLIGATIONS**

### 4.1 Stockport Homes will:

- Comply with any legislation relating to the provision of defensible space, safe play areas and the Equality Act 2010.
- Ensure that all boundaries are safe and sound including the provision of gates as required.
- Maintain fencing and walls which form a boundary with a highway, footpath or public right of way.
- Ensure that customers comply with their fence and gate maintenance obligations in line with their tenancy agreement.
- Provide advice to customers when they cannot maintain fences or hedges including details of services where help may be obtained.
- Maintain fencing and gates to communal areas.
- Ensure that value for money implications are considered by carrying out the majority of fencing renewal works under a programme or as part of neighbourhood regeneration initiative.

### 4.2 Customers will:

- Meet repairing obligations to boundaries as outlined in their tenancy agreement.
- Maintain party fencing which can be to side and / or rear of the properties.
- Maintain existing gates - however, where gates are above 1.2m high or are metal gates fitted by SHG, maintenance will be the responsibility of SHG.
- Seek permission in writing when wishing to erect their own fence, as well as provide a sketch plan showing proposed position and style of the proposed fencing and ensure all other necessary consents are obtained for example planning permission and the consent of the adjoining property occupier(s).
- Not install spiked or injurious toppings to fencing, walls or gates.

## **5 FENCE, BOUNDARY AND GATE MAINTENANCE**

5.1 The maintenance of existing walls will be carried out through the responsive repairs service or through planned programme of works.

5.2 The erection of new boundary brick walls will in general only be considered as part of a capital investment programme or estate wide

regeneration programmes. The erection of a boundary wall outside of a capital works or regeneration programme will only be considered in exceptional circumstance. Where necessary, planning and building regulation consent will be sought prior to the erection of a brick wall.

5.3 It is the responsibility of the customer to maintain party fencing to the side and or rear of their property and maintain existing gates below 1.2 m high. SHG will maintain gates above 1.2 m high and 'all' metal gates fitted by SHG.

5.4 SHG will maintain all fencing and gates to communal areas. This will not apply where customers have installed a 1.2m high gate without permission.

5.5 In some cases, the maintenance of fencing may involve the replacement of panels or small sections of fencing. Where this is necessary and subject to availability, new fencing panels or new sections of fencing will match the existing fencing style.

5.6 It is expected that fencing and gates to void properties will be left in sound condition by the outgoing customer. Where fencing is not left in sound condition SHG will repair the fencing as required to meet the lettable standard and the outgoing customer maybe required to pay for these works under the rechargeable repairs policy. Full fencing replacement is not anticipated and will only be carried out in exceptional circumstances or as part of a capital investment programme or estate regeneration programme.

5.7 SHG will provide a secure boundary to all family homes when a property is re-let by repairing or, replacing broken or missing fencing, including 'party' fencing, with fencing that is in keeping with the surrounding area. All complete replacement fencing will be a minimum of 1.2m high (4'0"), unless planning or conservation restrictions apply. Additionally, customers will be reminded that they are responsible for meeting any pet and child containment requirements beyond this standard subject to planning / other limitations.

5.8 Damage to fencing or gates caused by the customer or a customer's visitor may be subject to recharge under the rechargeable repairs policy.

5.9 Damage to fencing or gates sustained through Anti-Social behaviour will be dealt with as per guidance in the Anti-Social behaviour policy and procedure. This will be classed as a breach of tenancy in accordance with the tenancy agreement.

## **6 FENCING AND GATE REPLACEMENT**

6.1 In general, fencing and gate replacement will be carried out as part of a capital investment programme or part of an estate regeneration programme. Where necessary planning and building regulation consent will be sought prior to the erection of new fencing.

6.2 A pre-selected fence and gate specification has been formulated following consultation with customer representatives. Having a pre-selected

fence and gate range, will simplify procurement and deliver on value for money commitments.

6.3 Fencing materials could include pressure treated coloured timber, metal and recycled plastic. As far as possible all materials will be from renewable sources.

6.4 SHG may replace or renew fencing to private homes without recouping those costs if it not economically viable or practicable to avoid.

## **7 BOUNDARY WALL AND OR FENCING ERECTED BY CUSTOMERS**

7.1 Should a customer wish to erect a boundary wall or fence or modify an existing boundary wall or fence they will need to seek permission from SHG using the Property Alteration Request Form, and ensure all other necessary approvals, for example, planning permission and or building regulations are in place. All work must be done to a pre- agreed satisfactory specification and standard.

7.2 Boundary walls or fencing erected by customer without permission will not become the responsibility of SHG. In these circumstances SHG will repair or remove the fence or wall if the structure is considered dangerous. The customer will be recharged for any works carried out by SHG in line with the rechargeable repairs policy

7.3 Where a customer has modified a fence or wall without permission Stockport Homes will not be responsible for its repair other than to make it safe if the structure is considered dangerous. In these circumstances the customer will be recharged for the works in line with the rechargeable repairs policy.

7.4 Where permission is granted by SHG for a customer to modify or build a new fence or wall, the customer will retain the repairing obligations in line with the tenancy agreement unless the fence or wall forms a boundary with a highway or a communal area.

## **8 OWNER OCCUPIED SHARED BOUNDARY WITH SHG PROPERTIES**

8.1 Where the fence or wall forms a shared boundary with an owner occupier, there is joint responsibility for the maintenance of the boundary between SHG and the owner occupier.

8.2 SHG will not undertake works to a boundary shared with an owner occupier without consent from the owner.

8.3 Where SHG feel a repair or replacement of a shared boundary is necessary, permission of the owner occupier and a financial contribution from the owner for the repair or replacement of the fence should be sought.

Generally, a 50/50 contribution to the cost would be reasonable. Any dispute relating to cost would be referred to the Senior Technical Surveyor to agree.

8.4 Should the owner wish to repair or replace the shared boundary they will need permission from SHG. SHG may also be asked to make a financial contribution for any works. Due to the potential for works to be over-specified, a decision on the actual contribution by SHG, would be made by the Senior Technical Surveyor.

8.5 If SHG identifies it is necessary to repair or replace any shared boundary, SHG should provide the owner occupier with an estimated cost of repair or renewal, detailing the specification of materials to be used. The owner occupier can either agree to pay half of this cost or to obtain three separate quotations of a similar specification. If any of the quotations are cheaper but still of a comparative specification, then SHG can agree to pay half of this cost and agree for the work to proceed.

## **9 LEASEHOLDERS**

9.1 Where works cost more than £250 per leasehold flat, SHG will consult the leaseholder before the works begins. The consultation will be carried out in line with Section 20 of the Landlord and Tenant Act (1985). Leaseholders cannot refuse permission for the works to proceed as SHG has a responsibility under the terms of lease to carryout necessary repairs or renewal.

## **10 CYCLICAL MAINTENANCE AND INSPECTION PROGRAMME**

10.1 The inspection of fencing and gates are completed during planned stock condition surveys or, during estate inspections of blocks of flats that take place annually.

10.2 The condition of fencing and gates, including the replacement year of the component, are recorded on SHG's asset management system (SAM).

10.3 Following a survey or estate inspection, requests are made for repairs or replacement of fencing and gates (at that current time) through the responsive repairs team or, a referral is submitted for repairs or replacement to be completed through future planned maintenance schemes in the locality, e.g., SHG's MOT maintenance programme.

## **11 EQUALITY IMPACT ASSESSMENT (EIA)**

11.1 An Equality Impact Relevance Screening has determined that a full EIA is not required.

## **12 OWNERSHIP, MONITORING & REVIEW**

12.1 This Policy is owned by the Operations Directorate and will be monitored by the Operations Management Team.

12.2 The Policy will be reviewed in line with the Operations Management Policy and Procedure Review Schedule.