

Disposal of Goods & Management of Communal Areas Policy

1. POLICY STATEMENT

- 1.1 Odu-Dua Housing Association (Odu-Dua) is responsible for ensuring the safety and security of all our properties and tenants. This includes ensuring that communal areas are kept free of any and all obstructions, many of which may represent a fire hazard. The storage of items in communal areas is not permitted and said items will be removed.

2. Objective

- 2.1 The objective of this policy is to provide a consistent approach to the disposal of belongings left in any vacated property and any items left or stored in communal areas.

3. Application

- 3.1 This policy applies to any and all communal areas, both internal and external at any property or scheme owned or managed by Odu-Dua Housing Association.
- 3.2 This policy also applies to any property that has been abandoned by the tenant, where the tenant has been evicted, where the tenant is deceased or where the tenant has vacated and left items behind.

4. Legal Guidance/ Background

- a) **Torts (Interference with Goods) Act 1977** - This Act governs the sale and disposal of goods, particularly abandoned goods. The Act requires a Tort notice to be served before any goods are removed and disposed of. A Tort notice gives the owner of the goods time to remove the items themselves. If the customer fails to remove the goods within the allotted time, the goods can be sold or disposed of.
- b) **The Regulatory Reform (Fire Safety) Order 2005** - This regulation requires landlords to assess the risk of fire in their properties and take adequate precautions to reduce the risk. It places a duty on landlords to keep communal areas in a safe condition and to remove any goods in case they cause a fire risk.
- c) **Housing Act 2004** - places a duty on landlords to carry out thorough risk assessments including fire risk assessments.

5. Definitions

- 5.1 The legal definition of 'goods' is anything that has a monetary value. Odu-Dua will use the commonly accepted definition of goods which include all the items (and others) listed below:
- a) Decorations such as paintings, baskets, vases and statues
 - b) DIY equipment such as ladders, tools and tool boxes
 - c) Electrical goods such as televisions and stereos
 - d) Furniture such as beds, wardrobes and mirrors
 - e) Gardening equipment such as lawnmowers, garden tools and buckets,
 - f) Items of clothing such as blankets, duvets, shoes and coats
 - g) Personal documents, paperwork and boxes of knickknacks
 - h) Toys and any other children's' items
 - i) Vehicles including cars, bicycles, buggies and pushchairs

6. Tenants' Responsibilities

- 6.1 It is the responsibility of all tenants to abide by the terms of their tenancy agreement and the Tenants' Handbook, which include requirements to:
- a) Comply with Fire and Health and Safety regulations
 - b) Remove all possessions from the property at the end of their tenancy
 - c) Ensure that communal areas are kept free from all obstructions.

d) Not store any belongings in the communal areas

6.2 Managing fire risks inside the home is the responsibility of the tenant. If you have any concerns about this we will give you advice as well as put you in touch with the Fire Service for a free assessment of your home.

7. PROCEDURE

8. Notifications

8.1 We will make every effort to trace the owner of goods left either in a property or in a communal area. We may ask neighbours if they know the whereabouts of the owner. Letters will also be written and hand delivered to tenants asking them to remove any items left in the communal areas within 5 working days.

8.2 We will always immediately dispose of perishable or hazardous goods as well as anything that appears to be rubbish.

8.3 If tenants fail to remove their items in the communal areas by the deadline, we will remove these items and any costs incurred will be passed on to the owner.

8.4 When we contact tenants who have left items in the property after the end of their tenancy we will give them a reasonable period of time to collect the goods. The notice period will depend on the circumstances. Sometimes we will move goods straight away to prevent a fire risk.

8.5 If we believe that tenants may not understand the notice, or may find it difficult to collect goods themselves, we will assist tenants and work with them to find someone who can help such as a family member, support agency or advocate. We will also provide the notice in other languages or formats where appropriate.

9. Record Keeping

9.1 Before we move any goods we will take clear, detailed records of all the goods. We will prepare a full list, which includes the estimated value of the goods. We will also take photographs for extra detail. This will then be kept on file and a copy sent to the owner of the goods.

9.2 If we are not sure who the owner is, a notice, along with pictures of the goods, will be left on the communal notice boards where these exist. If items remain unclaimed within 5 working days they will be sold or disposed off.

10. Storage

10.1 Where it is possible and appropriate, we will store goods in a safe, dry and secure location for a maximum of five working days. We will inform the tenants where the goods are being stored and the deadline for collecting any goods. If the tenant fails to collect the goods within the allotted deadline, we will exercise our right to sell the goods or dispose of the goods.