
Fencing and Boundary Policy

Version 2 – January 2023

Fencing and Boundary Policy

Contents

1.	Policy Statement.....	3
2.	Landlord Responsibility	3
3.	Tenant Responsibility.....	4
4.	Tenant Installed Fencing, Alteration and Hedging.....	4
5.	Fencing/Boundary at Tenancy Termination	5
6.	Consultation.....	5
7.	Contact Information.....	5

Fencing and Boundary Policy

1. Policy Statement

- 1.1 The aim of this Policy is to give a clear understanding of the obligations of Rykneld Homes Ltd (RHL), tenants and leaseholders for the maintenance, repair and renewal of fencing and boundaries.
- 1.2 Where fencing and boundaries are referred to in this document this means:
- Fences (constructed of a range of materials, including timber, metal, brick walls, recycled products)
 - Boundaries such as natural hedges and privet.
- 1.3 The cost of providing and maintaining fencing for each of North East Derbyshire District Council (NEDDC)/RHL's approximate 7600 homes is economically prohibitive; therefore fencing is only provided by NEDDC/RHL in very few limited circumstances. In the majority of locations customers are responsible for providing and maintaining fencing and boundaries.

2. Landlord Responsibility

- 2.1 Rykneld Homes will maintain and replace existing fencing in the following circumstances:
- **Communal Areas to Blocks of Flats**
 - **Access Roads** to garage sites where they adjoin Council-owned properties and there is no footpath between boundary and road
 - **Identified risk to tenant circumstances.** Following an assessment of the risks associated with a particular tenant's circumstances, fencing or boundaries may be replaced, maintained or provided to give an adequate barrier between the gardens of dwellings managed by RHL and public spaces. Fencing and boundaries will be in-keeping with the surrounding area to a maximum height of 1.2m (4ft) at the front of a property and 1.8m (6ft) at the side and rear of the property
 - **Changes in ground levels** where deemed necessary following a risk assessment (HHSRS) to identify any potential fall hazard.
- 2.2 **For Leaseholders:** Where fencing works on communal areas will cost more than £250 per leasehold flat, RHL will consult the leaseholder through a notice of intention via a Section 20, giving them a 30-day period to comment.
- 2.3 Where an existing boundary treatment no longer serves its original purpose, RHL will make a decision on whether to undertake remedial works to keep it in a safe condition or, if it is beyond economical repair, remove it.

- 2.4 At the commencement of each tenancy or where a property is sold, for example, under Right To Buy, the boundary of the property will be legally defined by NEDDC. A map of the boundary with responsibilities for tenants and purchaser will be provided on a plan of the property. The line of the boundary will be marked (staked out) where necessary, in the most cost effective manner, at a minimum height of 0.6m (1.9ft). The location of the boundary will be defined by NEDDC Estates and Legal teams.

3. Tenant Responsibility

- 3.1 Tenants are responsible for the maintenance, repair and replacement of all fencing and boundaries associated with any tenanted dwelling managed by RHL except where specified in landlord's responsibilities (section 2).
- 3.2 Tenants must not change or allow to be changed, any property or land boundary without written permission (as required under sections 3.25 and 3.26 of the Tenancy Agreement).
- 3.3 Where fencing or boundaries have been installed as part of a new build development, or as an improvement to an existing home, the tenant will be responsible for maintenance, repair and replacement of the fencing or boundary except where specified in landlord's responsibilities (section 2).

4. Tenant Installed Fencing, Alteration and Hedging

- 4.1 Tenants must not take down or remove any fence, garden wall, hedge or boundary marking unless they have written permission from RHL.
- 4.2 After seeking and being given written permission from RHL, tenants may erect fencing between gardens on their boundary line up to a maximum height of 1.2m (4ft) on the front of a property and 1.8m (6ft) on the side and the back of the property. This fencing will be maintained by the tenant with no obligation to RHL to maintain, repair or replace.
- 4.3 After seeking and being given written permission from RHL, tenants may erect a gate/s up to a maximum height of 1.2m (4ft) on the front of a property and 1.8m (6ft) at the rear of the property. All gates should match or be in keeping with any existing fencing, and/or surrounding areas. All gates will be maintained by the tenant with no obligation to RHL to maintain, repair or replace.
- 4.4 It is the tenant's responsibility to ensure all other necessary approvals, for example, planning permission and/or Building Regulations are in place. If the tenant wishes to use a contractor, they must provide written details to RHL, including evidence that they have current public liability insurance. Any new boundary or fencing to be erected must give due consideration to the setting, appearance and style of the surrounding environment. The specification and standard for the works must be agreed with RHL prior to the work starting. Rykneld Homes reserve the right to remove fencing or boundaries and recharge works to the tenant where the fencing or boundary is not deemed acceptable.
- 4.5 Tenants are required to maintain all sides of natural boundary hedging to a maximum height of 1.6m (5.2ft) at the front of the property and 2.0m (6.6ft) at the side and rear of the property. If a tenant is unable to maintain natural boundary hedging, they may

be eligible for NEDDC's Garden Assistance Scheme, details of which are available on the Council website.

5. Fencing/Boundary at Tenancy Termination

- 5.1 At the end of a tenancy, RHL will be obliged to remove any fencing or other barrier that is found to be in a damaged, unsatisfactory or unsafe condition. These works will be recharged to the former tenant(s) in line with RHLs Recharge Policy and replaced with boundary markings. A member of the Housing and Support team will discuss this with the tenant during the pre-termination visit.
- 5.2 Any natural boundary hedging exceeding 1.6m (5.2ft) at the front of the property and/or 2m (6.6ft) at the rear of the property at the end of a tenancy will be cut by RHL and the cost of this work will be recharged to outgoing tenant(s). The Housing and Support team will inform the tenant(s) of the recharge at the pre-termination visit.

6. Consultation

- 6.1 Consultation has taken place with the Operational Board.

7. Contact Information

- 7.1 If there is anything within this Policy you don't understand or would like clarification on, please contact us.

Rykneld Homes Ltd
Pioneer House
Mill Lane
Wingerworth
Derbyshire
S42 6NG

Tel: 01246 217670

Email: contactus@rykneldhomes.org.uk

Title:	Fencing and Boundary Policy
Author(s):	Niall Clark, Director of Regeneration and Property Services 2023 revision – Marcus Bishop, Head of Business Development
Version Dated:	January 2023
Version No:	2
Status – Draft or Final:	Final
Consulted Parties:	Operation Board
Consultation Period:	
Date Approved:	January 2023
Review Date:	January 2026
Review to be Carried out by:	Niall Clark, Director of Regeneration and Property Services Marcus Bishop, Head of Business Development

NO ENGLISH? NO PROBLEM

If you require this publication
in large print or braille
please call us on

01246 217670

Rykneld 
HOMES
at the heart of communities



Język polski

W Rykneld Homes zależy nam na dostarczaniu doskonałej jakości usług naszym lokatorom, dzierżawcom i mieszkańcom. Aby porozmawiać z nami po polsku zadzwoń pod numer

01482 971724



For all other languages

01246 217670