



## Repairs and Maintenance Policy 2022

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CORPORATE FIT	
Social Housing Charter	✓
Internal Management Plan	✓
Risk Register	✓
Business Plan	✓
Financial Regulations	✓
Equalities + Human Rights Policy	✓
Legislation	✓

On request, the Association can provide translations of all our documents, policies and procedures in various languages and other formats such as computer disc, tape, large print, Braille etc. and these can be obtained by contacting the Association's offices.

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## **Repairs and Maintenance Policy**

### **1 Introduction**

1.1 The Association aims to deliver a repairs and maintenance service that is customer driven, responsive, flexible, efficient, cost effective and of the highest quality.

1.2 Adequate systems are needed to estimate, monitor and provide effective repairs at both reactive and planned levels and to ensure there is the financial ability to meet these commitments. Properties, no matter how they are constructed, will deteriorate without such systems, thus affecting the ability of the Association to use the housing stock optimally.

1.3 This policy therefore has the primary aim of maximising the lettable life of the dwellings within the constraints of the financial resources available to the Association.

### **2 Policy objectives**

2.1 The purpose of the Policy is:

- (a) To identify the needs of our tenants and service users in order to deliver a customer focused Repairs and Maintenance service;
- (b) To establish and set out Responsibilities for Repairs, Repairs Reporting arrangements, Repair Categorisation and Timescales for Completion;
- (c) To establish procedures for Budgeting, Cost Estimating and Monitoring;
- (d) To establish Authorisation levels for work instruction and payment;
- (e) To ensure effective Document Management, Record keeping, Quality inspections and Committee Reporting.
- (f) To identify component life cycles and a long-term strategy for planned maintenance that is appropriate for the housing stock.
- (h) To ensure flexible and convenient contact and works arrangements are offered to our customers.

### **3 Responsibilities for Repairs and Maintenance**

3.1 Repairs responsibilities generally falls within these broad areas:-

- (a) Tenant responsibility
- (b) Landlord (Association) responsibility
- (c) Shared responsibility
- (d) Other agencies' responsibility

3.2 In most circumstances, repairs will either fall within (a) or (b). On occasion a repair will fall within (c) where repairs are to common areas or items with joint ownership e.g. closes, mutual walls or other common areas, where agreement is required with other owners, (d) where the fault affects a gas supply, a public road or footpath, or (e) where the work involves other utility companies..

### **3.3 Tenant Repair responsibilities**

3.3.1 Tenants have a responsibility to report repairs to the Association, to ensure that their property is kept in good order.

3.3.2 Tenants have a responsibility to co-operate with the Association to provide access for repairs and maintenance works. Access arrangements will be made wherever possible to suit the tenant's availability, with tenants offered morning/afternoon arrangements, with school runs taken account of.

3.3.3 Tenants are requested to report to the Association any broken access arrangements made by Contractors.

3.3.4 Tenant and landlord responsibilities are shown at Appendix A, as set out in the Tenancy Agreement.

### **3.4 Association Repair responsibilities**

3.4.1 The Association's repair responsibilities include the provision of properly managed maintenance services that ensure the properties and grounds are maintained to a decent standard that enable tenants to live in a safe and appropriate environment.

3.4.2 The Association shall provide a responsive repairs and maintenance service focused on tenant's needs and will seek feedback to determine and address tenant aspirations.

3.4.3 To achieve this, an on-going satisfaction survey will be carried out in relation to maintenance services in order to continuously gauge the views of our tenants. The results of the survey will be monitored and reported regularly to the Operations Committee.

### **3.5 Factored Owner responsibilities**

3.5.1 The Association will act in the capacity of landlord where it owns all properties in a close. The Association will act as factor in those closes where we own the majority of properties or where there is a majority of owners who have voted for the Association to act as factor.

3.5.2 Owner occupiers will be fully responsible for all work to the interior of their homes in addition to the external doors and windows. The Association will hold no responsibility for any remedial work within the owner's home.

3.5.3 Owners will be expected to report all defects at the common parts of the building to the Association, and for paying their appropriate share of the repair costs, as set out in the title deeds for the building. The owners will also be responsible for paying their share of the common insurance policy premium for the building and for liaising directly with the identified insurance brokers for any claims pertaining to their home.

#### **4 Definition of Repairs and Maintenance works**

4.1 The Repairs and Maintenance of properties falls within 3 main headings:

- |                               |                     |
|-------------------------------|---------------------|
| ➤ <b>Reactive Repairs</b>     | See Section 5 below |
| ➤ <b>Cyclical Maintenance</b> | See Section 6 below |
| ➤ <b>Planned Maintenance</b>  | See Section 7 below |

4.2 While there are operational overlaps between all three, the key purposes of each is explained below.

#### **5 Reactive Repairs (also called Response or Day to Day)**

5.1 Reactive repairs are minor works undertaken in an intermittent basis e.g. in response to tenant reports of broken windows, burst pipes, missing roof tiles etc., for which a job order will be issued. The order will identify the category of repair and state the timescale to complete the repair (shown at section 5.4 to 5.7 below). Whilst the causes of these faults may vary, their defining characteristics are that they occur in a random fashion and must be dealt with as and when they arise.

5.2 An annual budgetary provision will be made for repair works based on historic costs plus projections for any anticipated minor works.

##### **5.3 Methods of Reporting Reactive Repairs**

5.3.1 The Association intends to maximise the opportunity and methods available to tenants and service users to report repairs during and out with office hours.

These include:

##### During Office Hours

- Calling at our office at 868 Tollcross Road or at the Advice Centre at 84 Braidfauld Street.
- Telephoning our offices on 0141 763 1317 Ext. 1 for repairs.
- E-mailing [info@tollcross-ha.org.uk](mailto:info@tollcross-ha.org.uk) or [repairs@tollcross-ha.org.uk](mailto:repairs@tollcross-ha.org.uk)
- Using the Report a Repair facility on our website [www.tollcross-ha.org.uk](http://www.tollcross-ha.org.uk) or App
- Reporting directly to our staff at Helenslea Very Sheltered Housing complex and at Orchard Court Sheltered Housing complex.

##### Out with Office Hours

- Telephoning our offices on 0141 763 1317 (calls transferred to call handler)
- Telephoning our out of hours number 0345 604 4686

- Using the Report a Repair facility on our website [www.tollcross-ha.org.uk](http://www.tollcross-ha.org.uk) (message actioned the next working day).

5.4 The following are the classification for Reactive repair works dealt with by the Association, showing the target timescale in which the repair must be completed.

5.4(i) **Emergency repairs:** attended to within 2 hours, made safe within **6 HOURS**.

(ii) Emergency repair works falls under the broad definition of those repairs which, if left unattended, would cause danger to life or limb or constitute a general safety hazard or have the potential to cause more severe damage to the property or services. Examples of emergency repairs include gas leaks, burst water pipes, complete power failures, boiler/heating failure (seasonal), loss of water supplies and roof damage with falling debris. Response times for emergency repairs shall be to make safe within 6 hours, with any follow up non-emergency repairs instructed separately. Examples of Repairs Categories are shown at Appendix B.

(iii) The Association will ensure that staff are trained to properly identify an emergency situation and be able to respond effectively to it.

(iv) The Association shall ensure that any emergency situation and emergency repairs that are required are clearly identified and communicated to tenants and contractors.

(v) The Association shall ensure that the wellbeing of the tenant is uppermost in the process. For example, any tenant whose heating cannot be restored will be left with an alternative form of heating.

(vi) For emergency repairs reported out with working hours, the Association will provide all tenants with an emergency repairs phone number (see 5.3.1 above) through which all calls received will be directed to an emergency number. The Association will appoint an out of hours emergency service provider who will assess the matter reported and will, where appropriate, instruct an appointed contractor to attend and deal with the fault. The tenant will be made fully aware of the intentions of the Association's representative during the call. A full report on the matter will be received and assessed by the Association on the next working day, who will then contact the tenant to ensure that they have received a satisfactory service and that they are safe and well.

5.5 (i) **Urgent repairs:** to be completed within **3 WORKING DAYS**.

(ii) Those repairs which, if left unattended, would unacceptably infringe or interfere with the normal occupancy and use of the property by its occupant and/or cause an adverse effect on the fabric of the building. Examples include defective heating systems (follow on repairs), ventilation systems or power failure to electrical sockets.

5.6 (i) **Normal repairs;** to be completed within **5 WORKING DAYS**.

(ii) Covers all remaining types of repair which are non-urgent and can wait a short time before being dealt with. Examples include damage to kitchen units or damage to plasterwork.

5.7 (i) **Right to Repair:** complete within either **24 HOURS** or **3 DAYS** or **7 DAYS**

(ii) Covers a number of small, defined qualifying repairs which was implemented as part of the Housing Act (Scotland) Act 2001. Where these qualifying repairs are not completed within the given timescale, tenants shall be provided with an alternative details / contractor to contact. Compensation shall be payable to the tenant for the inconvenience of non-completion. The list of qualifying repairs and target timescales is shown at Appendix C.

(iii) The Association will advertise the Right to Repair scheme on an annual basis, and will include reporting on the scheme as part of the quarterly reporting to Committee.

## **6 Cyclical Works**

6.1 Pre-programmed works that are instructed on a planned, periodic basis to ensure the proper functioning of a component or installation, or to extend or protect a component or installation that is subject to cumulative wear. Examples of cyclical works are:

(i) Gas Servicing: an inspection of all gas fuelled appliances which require to be inspected and certified within a 12 month period. The Association will also instruct an independent 10% sample of all certificated appliances to ensure compliance with legislative requirements.

(ii) Electrical testing: a 5 yearly check and certification of fixed domestic and common area electrical circuits.

(iii) Gutter Cleaning: 2 yearly cleaning to all tenemental and housing properties.

(iv) Painterwork: the stock will be divided into 5 areas to allow a 5 year cycle of redecoration to common areas e.g. closes and external timbers. Residents will be offered a choice of colours for the close redecoration.

(v) Door entry system servicing: periodic inspection to ensure that locking mechanisms are operating effectively, and that timeclocks are correctly set to allow access for postal deliveries.

(vi) Roof inspections: annual inspection to identify and carry out remedial works following inclement winter weather, with follow up repair work where necessary.

6.2 An annual budgetary provision will be made to carry out cyclical works, based on an identified programme of works for the year.

## **7 Major Works (also called Planned Maintenance or Capital Investment Works)**

7.1 Those activities that address the expiry, failure or obsolescence of major components on a programmed basis e.g. the replacement of roofs, kitchen unit renewal, full property rewire etc.



7.2 Independent stock condition surveys will be commissioned on an agreed frequency, which will be used to produce a 30 year programme of works and expenditure, which will be incorporated into Business Plan projections. The stock survey will require to consider whether the housing properties comply with the Scottish Housing Quality Standard (SHQS) and subsequent regulatory requirements.

7.3 Energy efficiency (ESSH) measures will be a key objective for the Association in helping to address the Scottish Government's national target of reducing the impact of fuel poverty.

7.4 Consideration will also be given to high cost reactive repair items, to incorporate these into the major works programme.

7.5 It is intended that an additional 10% stock survey sample be carried out annually in-house, predominantly focusing on void properties.

7.6 An annual budgetary provision will be made for major works, based on the identified programme of works for the year taken from the stock condition report and cross-referenced to the Business Plan provision. This programme will be published on Association's website with details also shown in the Association's newsletter.

7.7 Choice options will be offered to tenants whenever possible as part of major works contracts e.g. kitchen worktops, unit doors, handles.

7.8 We have a minimum target of 10% of completed major work to be post inspected, with a target of 80% customer satisfaction forms to be returned for all major work contracts.

7.9 It will be the Association's intention to maximise the level of work undertaken on a pre-planned basis, with the aim of minimising the level of unplanned, reactive repairs.

## **8 Miscellaneous Repair and Maintenance Works**

8.1 There are other repairs and maintenance work categories that do not fall within the 3 main headings above, as follows:

### **8.2 Void Repairs**

(i) Repairs required to return a recently vacated property back to a lettable standard and will include gas and electric safety testing and certification, sampling of asbestos if applicable, re-energisation of utility meters and provision of an Energy Performance certificate to be available to inform the prospective tenants. The Lettable Standard is shown at Appendix 1 of the Void Management Policy.

(ii) Given that there is unrestricted access, and the necessity to re-let the property, it is essential that any work required is completed as quickly as possible to reduce the rental loss period. Completion times for standard void repairs is **5 WORKING DAYS**.

(iii) On occasion, however, work will include carrying out major works to bring the property up to the standard of adjacent housing stock. This major work should be

completed at the earliest opportunity, with a target of **10 WORKING DAYS**, to again minimise the rental loss.

### **8.3 Medical Adaptations**

(i) These are alterations identified and recommended by the Local Authority Social Services Department's Occupational Therapist aimed at allowing disabled or infirm tenants to continue to live in their homes. Adaptation works will only be undertaken subject to the receipt of the relevant Occupational Therapist (O.T.) referral form.

(ii) All individual adaptations over the value of £500 are classified as Stage 3 adaptations. Budget funding for such work to the Association's (pre-2011 transfer) stock will be sought annually from Glasgow City Council through the Strategy and Development Funding Plan submission, coordinated by the Chief Executive. Spend will be monitored to ensure it does not exceed the grant total. If further referrals are received, additional funding may be sought.

(iii) As per the requirements of the second-stage transfer agreement with Glasgow Housing Association, the Association will make an annual budget provision to undertake adaptation work to transfer stock properties on receipt of an O.T. referral form.

(iv) The Association will review referrals to ensure that adaptations are relevant to the property prior to any adaptation being carried out. In some cases the consideration of alternative housing may be required.

8.3.4 Work will be carried out in accordance with the order of priority identified by the Occupational Therapist, and then by date receipt order.

8.3.5 The Operations Committee will be advised of the percentage of properties that have been adapted, and will from time to time consider an upper threshold should be applied to the number of properties adapted, taking into account population demographics.

### **8.4 Rechargeable Repairs (also referred to as Tenant to be Billed - TTBB)**

8.4.1 Repairs arise that are the responsibility of the tenant, as outlined in the tenancy agreement. Where this is the case, Association staff will advise the tenant in writing that the repair is their responsibility.

8.4.2 Where a repair has been instructed and at the time of the visit it is discovered that the repair is a tenant responsibility, the tenant should be advised by the Contractor of this situation and that they will be recharged for the work.

8.4.3 Where a repair is identified as rechargeable the Association will normally only carry out the repair subject to the tenant paying full costs up front. In an emergency situation e.g. damage to a smoke detector or to a toilet pan caused by the tenant, the Association will carry out the work subject to the tenant signing a mandate confirming that they will pay the cost of the work. The matter should be discussed and agreed with the Maintenance Manager prior to instructing the work.

8.4.4 Where damage has been caused to the Association's installations e.g. gas, electrical, plumbing etc. this should be recharged to the tenant.

8.4.5 In addition to the cost of the repair itself, the Association may levy an administration charge as a percentage of the works cost for this service.

8.4.6 Where rechargeable work is done but not paid for in advance, a letter will normally be issued to the tenant immediately after the work has been completed, advising of the recharge work and providing an estimated cost.

## **8.5 Insurance Works**

8.5.1 The Association will have in place insurance policies to provide protection against personal injury claims and other remedial repair works defined as insurable events e.g. water leaks, storm damage etc.

8.5.2 Each incident will be assessed by the Maintenance staff to determine if the matter is an insurable repair. If considered to be, or if there is doubt, the matter will be referred to the insurance broker.

8.5.3 Upon completion of the works all invoices should be authorised and passed along with relevant paperwork to the insurer for recovery of the cost of the works, less the policy excess.

8.5.4 Where an owner is covered by the Association's policy and has an insurable event within their property i.e. not in the common area, they will be responsible for dealing with the insurer directly

## **8.6 Landscape Maintenance**

8.6.1 Common area grounds management for which the Association will put in place a contract to carry out grass cutting, hedge and shrub bed maintenance, litter and leaf collection, bulk refuse uplifts, bin store cleaning and weed and moss removal.

8.6.2 Works costs will be apportioned in order that owners can be billed for their share of the works.

## **9 Procurement of Works**

9.1 All works shall be procured in accordance with the Procurement Policy and the Financial Regulations.

9.2 The Association shall ensure that the investment works carried out shall deliver the necessary quality of works to achieve all requirements of SHQS, including ESSH, and post SHQS targets.

9.3 For each major works contract, the Association will implement a defect liability clause which will normally apply for a 12 month basis.

9.4 The Association will also seek to achieve extended warranty periods for all components fitted, and will aim to ensure that cost savings are maximised.

9.5 The Association will also seek agreement with suppliers on the availability of parts over the expected lifespan of each component, prior to component recommendation and selection.

## **10 Use of Contractors and Consultants**

10.1 The Association shall seek to ensure that works are awarded on the basis of most economically advantageous basis and in accordance with the requirements detailed in the Procurement Policy.

10.2 While doing so, the Association aims to continue to utilise small local trade businesses wherever possible to deliver our repairs service, who have proved so effective to date. Agreement will be reached with each contractor on the hourly rates to be charged per trade. A market testing exercise will be carried out on a set frequency to ensure that value for money is being obtained from these contractors.

10.3 The performance of all our contractors and consultants will be monitored in line with our contract management processes.

10.4 The Association shall ensure that Contractors offer tenants and service users' suitable and convenient access arrangements wherever practicable, with the exception of emergency situations.

10.5 All Contractors and Consultants will also be required to demonstrate compliance with the Association's Equality and Diversity Policy and will be required to confirm that they are an equal opportunities employer and have a policy in place in this regard.

10.6 Where a company consistently fails to perform, breaches safety legislation or is guilty of misconduct, a recommendation will be made to Committee to discontinue use of this company, who will be duly notified.

## **11 Financial Controls and Authorisation Levels**

11.1 Budgets will be set annually for all Repairs and Maintenance headings with expenditure monitored and reported to Operations Sub-Committee on a quarterly basis. Corrective action will be implemented as necessary to bring overspend back within approved levels.

11.2 All work shall be instructed and authorised in accordance with the detail set out in the Financial Regulations. Appendix D shows an extract from these, identifying the current authorisation levels for repairs and maintenance works.

## **12 Performance monitoring**

12.1 In order to properly evaluate the efficiency and cost effectiveness of all aspects of the Repairs and Maintenance service, the following performance targets will be monitored and reported to the Operations Sub-Committee on at least a quarterly basis, (indicators and timescale remain subject to a change of requirement by the Scottish Housing Regulator):

- i) Average number of hours to complete emergency repairs
- ii) Average number of hours to complete non-emergency repairs
- iii) Percentage of (non-emergency) jobs completed Right First Time
- iv) Percentage of Gas Service Inspections completed within a 12 month period.
- v) Percentage of Medical Adaptations completed within the year
- vi) Average time taken to carry out completed Medical Adaptations in the year
- vii) Average number of jobs per property per year
- viii) Percentage of Emergency jobs completed within target timescale
- ix) Percentage of Urgent jobs completed within target timescale
- x) Percentage of Reactive jobs completed within timescale
- xi) Percentage of Right to Repair jobs completed within timescale (3 categories)
- xii) Number of tenant repair reports received for the period.
- xiii) Budget and variances for Repair and Maintenance expenditure headings.
- xiv) Percentage of pre and post inspections carried out for the period, against targets.
- xv) Tenant satisfaction returns.
- xvi) Gas audits by third party

A list of the Key Performance Indicators and current targets is shown at Appendix E.

12.2 The reports shall be evaluated by Committee and Officials and, where necessary, appropriate action taken to ensure the target outcomes are achieved.

### **13 Quality Control**

13.1 In order to properly ensure that value for money is being achieved across all aspects of the Repairs and Maintenance service, pre and post inspection and customer feedback targets will be operated and reported to the Operations Sub-Committee on a quarterly basis:

- i) 15% pre and post inspections for reactive repairs + adaptations
- ii) 100% pre and post inspections of void properties
- iii) 10% gas audits
- iv) 10% (minimal) post inspections for major works contracts
- v) 15% customer satisfaction survey returns for all repair jobs completed

13.2 The purpose of the inspections and customer feedback is:

- to ensure the work specification reflects the work required to make good the repair
- that the completed work is to a satisfactory standard and tradesman like finish.
- that tenants are able to comment on the quality of the work and their satisfaction with the work and the process.
- to ensure that properties offered for relet meet the Association's required standard.

### **14 Health and Safety**

14.1 The Association shall have arrangements in place to address the requirements of health and safety legislation. This will include:

14.1.1 All contractors being required to be aware of and comply with the Association's health and safety policy.

14.1.2 .All contractors and consultants required to provide sight of their health and safety policy statements and sign an annual disclaimer to confirm that they comply with H&S requirements and carry out all appropriate staff training.

14.1.3 All contractors and consultants required to hold and provide to the Association a copy of their insurance policies e.g. Employer, Public and Professional indemnity.

14.1.4 The Association will have in place an Asbestos Management Risk Register and Management Plan for non-domestic and domestic premises, which will be regularly reviewed in order to protect, tenants, staff and contractors from exposure to asbestos containing materials.

14.1.5 The Association will have in place a Water Management Plan for office and domestic premises, and will ensure effective control measures are in place to prevent the occurrence of legionella.

## **15 Tenant Alterations**

15.1 The Association encourages tenants who wish to improve or enhance their living environment to carry out alterations to their homes. The Association shall endeavour to work with tenants to achieve the alteration in their home, while recognising that in some cases alterations may not always be feasible.

15.2 In doing so, however, tenants will be expected to notify the Association of their intentions prior to carrying out the work, and obtaining the Association's agreement to do so.

15.3 The Association shall approve alterations that do not compromise the fabric of the building, but will not normally approve alterations that require planning consents or building warrants, or those that may impact on health or safety.

15.4 Tenants must notify the Association in writing of their intention to carry out alteration works, to which the Association will respond within 28 days. During this time, the Association shall consider the alteration and evaluate its suitability

15.5 Approval will be granted only if the work is carried out to a standard acceptable to the Association and will be granted subject to certain conditions being applied in respect of reinstatement or removal at the end of tenancies, uplifting in case of internal works by the Association and in the appointment of bona fide contractors

15.6 The Association shall have the right to make good and re-charge a tenant for unsatisfactory or unauthorised alterations in their property

## **16 Compensation for Improvements**

16.1 Certain alteration works qualify for compensation under the Government scheme implemented under the Housing (Scotland) Act 2001, which is payable to the tenant upon termination of their tenancy. Where work does qualify under the scheme, the tenant will be required to obtain Association approval for the alteration works in advance as set out above, to hold all receipts for the completed work and to contact the Association regarding the scheme within the period of 28 days before or 21 days after the end of their tenancy. The Association will then assess the compensation request and will make payment in line with the requirements of the scheme.

16.2 The Association will advertise the scheme on an annual basis, and will advise tenants that further details on the scheme can be obtained from the Association's offices.

## **17 Consultation**

17.1 The Association will seek to consult as widely as possible with tenants and owners throughout the stock.

17.2 To this end, where project work is intended invitations will be issued and consultation meetings held to discuss the proposed works, with the scope of works and projected costs made available where possible.

17.3 Regular review will also take place with established tenant groups e.g. scrutiny panel to review proposals and recent/future tenant consultation to enhance the process.

## **18 Equality and Diversity**

18.1 The Association will ensure that all repairs and maintenance contractors comply with the Association's Equality and Diversity Policy and requirements and will carry out an annual assessment on each company's equalities performance.

## **19 Complaints**

19.1 The Association is committed to providing high quality customer services. We value complaints and use information from them to help us to improve our services. See also the Association's Complaints Procedure.

## **20 Legislation and Good Practice**

20.1 The Association will seek to ensure that all activities and contract arrangements are undertaken in accordance with legislation and good practice. A list of legislative, good practice and other procedural matters that impact on the Repairs and Maintenance service are shown at Appendix F.

## **21 Policy Review**

21.1 This Policy will be reviewed every 3 years.

## REPAIRS & MAINTENANCE: RESPONSIBILITIES AND RIGHTS

### THE ASSOCIATION

- 5.1 *The word 'repair' includes any work necessary to put the house into a state which is wind and watertight, habitable and, in all respects, reasonably fit for human habitation.*
- 5.2 **Before the start of tenancy, we will inspect your house to ensure that it is wind and watertight, habitable and, in all other respects, reasonably fit for human habitation. If repair or other work needs to be done to bring the house up to that standard, we will do so before the tenancy begins. We will notify you about any such work. Any other repairs may be carried out after the tenancy begins.**
- 5.3 **During the course of your tenancy, we will carry out repairs or other work necessary to put the house in a condition which is tenantable, wind and watertight and, in all other respects, reasonably fit for human habitation. We will carry out all repairs within a reasonable period of becoming aware that the repairs need to be done. Once begun, the repairs will be finished as soon as reasonably possible. All repairs will be done to the standard of a reasonably competent contractor, using good quality material.**
- 5.4 **We will carry out a reasonably diligent inspection of the common parts before the tenancy begins. We will take reasonable steps to remove any danger we find before you move into your house. We will repair any other defect we find which will significantly affect your use of the common parts, or the house, within a reasonable period. During the course of the tenancy, we will carry out inspections, at reasonable intervals, of the common parts.**
- 5.5 **If we need the co-operation or permission of another person to carry out repairs or other work to the house or common parts, or to inspect, we will do our best to get it. We may be unable to do non-emergency repairs until we get such permission.**
- 5.6 **Our general repair obligations contained in paragraphs 5.2 and 5.3 include a duty to carry out repairs relating to water penetration, rising dampness and condensation dampness as well as the obligations contained in this paragraph.**
- 5.7 **Our duty to repair includes a duty to take into account the extent to which the house falls short of the current building regulations by reason of disrepair or sanitary defects.**
- 5.8 **We will keep in repair**



- The structure and exterior of the house, including drains, gutters and external pipes (not including the clearing of blockages caused by the tenant's negligence)
- The roof
- The outside walls, outside doors, windowsills, window catches, sash cords and window frames, including external painting and decoration
- Internal walls, floors and ceilings, doors, door frames and internal staircases and landings (but not including painting and decoration)
- Pathways, steps and means of access
- Plasterwork
- Internal garages and stores
- Boundary walls and fences.

**5.8.1** We will keep in repair and in proper working order any installations we have provided for space heating, water heating and sanitation and for the supply of water, gas and electricity including.

- Basins, sinks, baths, toilets, flushing systems and waste pipes, showers and water tanks
- Space heating appliances,( for example central heating), including fireplaces, flues and chimney's (but not including chimney sweeping)
- Electrical wiring and central heating installations, door entry systems, communal TV aerials and extractor fans.

**Installations include those that we own or lease which directly or indirectly serve the house. We will not, however, be responsible for repair of any fixtures and fittings not belonging to us that make use of gas, electricity or water. Neither will we be responsible for the repair or maintenance of anything installed by you or belonging to you that you would be entitled to remove from the house at the end of the tenancy unless we have specifically agreed.**

**5.8.2** We will inspect annually any gas installations in the house provided by us. We will provide you with a copy of the inspection report within 28 days of the inspection. If the inspection reveals the need for repair or replacement of any such installation, we will do so within a reasonable period. We will give you a copy of the current inspection record before the beginning the tenancy.

**5.8.3** If your house is served by a communal television or communications aerial provided by us, we will take reasonable steps to repair any defect within a reasonable period. Where repairs or maintenance have to be done, we will make reasonable efforts to minimise disruption to you

**5.9** We will take all reasonable steps, together with any other joint owners of the water supply installations, to comply with Water Bye-Laws in force in your area. The Bye-

Laws, among other things, specify that

- all storage cisterns must be properly installed having regard to the need for prevention of waste and contamination and insulation against frost;
- the stopcocks and servicing valves must be placed so that they can be readily examined, maintained and operated with reasonable practicability
- the water pipes, both inside and outside the house, must be effectively protected against freezing and damage from other causes.
- We will inspect the installations for the storage and supply of water we are responsible for at the beginning of the tenancy and at reasonable intervals thereafter so as to comply with the Water Bye-Laws.

**5.10 Nothing contained in this Agreement makes us responsible for repairing damage caused accidentally, wilfully or negligently by you, anyone living with you or an invited visitor to your house. If we decide to carry out the work, you must pay us for the cost of the repair. This paragraph does not apply to damage caused by:**

- fair wear and tear;
- vandalism (provided that you have reported the damage to the police and us as soon as the damage is discovered).

**5.11** We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent rehousing as soon as such a house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable.

**5.12 We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs to it, or adjoining property, during reasonable times of the day. We will give you at least 24 hours' notice in writing.** We have the right of access to your house in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas and electricity, providing we give you reasonable notice in writing. We have the right of access to the common parts at any reasonable time. If you refuse us entry, we will have the right to make forcible entry provided we have given you every reasonable opportunity to let us in voluntarily. If we have to make forcible entry, in this situation, you are liable for the costs of any damage reasonably caused. In an emergency, we have the right to make forcible entry to your house without notice.

**5.13** If we know that any house or flat adjoining your house, which we own, is likely to

remain unoccupied for longer than four weeks, we will take all reasonable steps to avoid damage or danger to you or your property arising from that house or flat being unoccupied. These steps may include, but are not limited to the following;

- to seeing that its doors and windows are properly secured;
- to seeing that the water, gas and electricity supplies to the house or flat are turned off where possible.

**5.14 If we cause damage to the house or your property in connection** with inspections, **repairs** or improvements or entry, **we will reinstate the damage** or compensate you for your reasonable losses. We will not compensate you if you have applied “Artex” to the walls or ceiling, covered or obscured an access panel, applied lead work to windows, installed laminated flooring or tiled flooring and it is these items that are damaged in the course of carrying out repairs or improvements or in gaining entry. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any reasonable extra expenses you have as a result. You will be charged rent during this period but no more than you would normally pay.

**5.15 Our duties to repair contained in this part of the Agreement continue until this Agreement comes to an end.**

## **TENANT RESPONSIBILITIES AND RIGHTS**

**5.16** You must report to us, as soon as reasonably possible, any damage to the house, the common parts or loss or damage to your property. You can do this in person or by telephone. You can arrange for someone else to do this on your behalf. We operate an emergency telephone service outside office hours. We will advise you, at the beginning of this agreement and at other appropriate times, which repairs may be reported to the emergency service.

**5.17** You are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the house in a reasonable state of cleanliness.

**5.17.1** The tenant must not carry out any decoration or other works that are prejudicial to the health and safety of occupants.

The tenant will be responsible for damage to glass, damage to sinks and sanitary ware, fitting and renewing tap washers, plugs and chains, internal door handles, replacing lost or broken keys and any other cost incurred through forcing entry after the loss of keys, and for replacing batteries in smoke detectors.

The tenant will take all reasonable steps to ensure we are informed immediately of emergencies, including those involving the supply of water, and for ensuring that, where necessary, access can be gained by our representatives.

The tenant will take reasonable care to ensure that water pipes do not freeze. In the event of being absent from the property you should ensure that the internal water supply is turned off and that pipes and tanks are drained.

**5.18** If we have delayed or failed to carry out certain types of repair, there are statutory regulations that give tenants the right to have certain repairs carried out. You may also be entitled to compensation. We will advise you separately about these regulations.

**5.19** The Association will maintain comprehensive buildings insurance. The Association is not responsible for the provision of contents insurance cover. You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft, accident, and any other normal insurable risks. We can give information about such a scheme. Ask us for details.

## REPAIR CATEGORIES - EXAMPLES

### **Emergency Repairs – (attended to within 2 hours) Made safe within 6 hours**

Causing danger/general safety hazard / severe property damage  
Investigate and make safe immediately.  
Restore or provide temporary alternative facilities within hours of making safe

- Fire
- Gas escape
- Boiler fumes leak
- Water mains / bursts causing floods within property / boundary
- Burst radiator (not a minor leak)
- Lack of water
- Complete loss of light or power to house
- Major electrical fault constituting danger if not attended to
- Insecure property including broken glass (Police report number may be required)
- Blocked or broken wc (if only 1 in house)
- Complete waste or soil pipe block
- Surcharge of drains (flooding)
- Serious roof leak /water penetration affecting equipment
- Smoke alarm failure
- Carbon monoxide detector failure
- Community alarm failure
- Common area stair lighting failure
- Common area door entry failure
- Pollutants
- Dangerous structural conditions / settlement
- Wind damage to structure, stacks, TV aerial or scaffolding
- Serious subsidence of site area
- Unsecured boarding and fencing
- No heating (minor repair required) - Up to 10pm in winter, or elderly or infants

### **Urgent Repairs – within 3 working days**

Infringes or interferes with normal occupancy / adversely affects the fabric of the building

- No heating (parts or fittings required)
- Water leak
- Partial power failure
- Partial loss of water supplies

- Leaking radiator (not major leak)
- No hot water
- Partial soil/waste/drainage blockage
- Minor rain penetration through roof
- Other leaks causing damage
- Overflow running
- Safety related problems

**Normal Repairs - within 5 working days**

All other, non-urgent, work not identified above

**RIGHT TO REPAIR**  
**Qualifying Repair and Timescale for Completion**

<b><u>Qualifying Repair</u></b>	<b><u>Timescale for Completion</u></b> Maximum Period (Working Days)
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1
Blocked sink, bath or drain	1
Electric power – loss of power	1
Electric power – partial loss of power	3
Insecure external window, door or lock	1
Unsafe access path or step	1
Significant leaks or flooding from water or heating pipes, tanks or cisterns	1
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating where no alternative heating is available.	1
Toilet not flushing where there is no other toilet in the house.	1
Unsafe power or lighting socket or electrical fitting.	1
Water supply – loss of water supply	1
Water supply – partial loss of water supply.	3
Loose or detached banister or handrail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working.	7

## Appendix D

### Approval and Authorisation Limits

#### 1. Reactive Maintenance, Cyclical Maintenance and Direct Services

Staff Member	Commitment of expenditure up to	Authorisation of invoice value up to	Countersignature of invoice required by
Maintenance / Investment Assistant	£500	N/A	N/A
Maintenance Officer	£1,500	£1,500	N/A
Investment Co-ordinator	£5,000	£5,000	N/A
Maintenance Manager	£5,000	£5,000	N/A
Technical Director	£10,000	£5,000+	CE or FD
Operations Sub Committee	£10,000+	N/A	

- 1.1. Limits stated relate to expenditure within annual budget.
- 1.2. Countersignature required where Technical Director has committed to expenditure and authorised subsequent invoice.
- 1.3. Committee approval relates to initial decision about contract acceptance. Authorisation of subsequent invoices within budget is fully delegated to staff.

#### 2. Planned Maintenance

Staff Member	Commitment of expenditure up to	Authorisation of invoice value up to	Countersignature of invoice required by
Maintenance Officer	£1,500	£1,500	N/A
Investment Co-ordinator	£5,000	£5,000	N/A
Maintenance Manager	£5,000	£5,000	N/A
Technical Director	£10,000	£5,000+	CE or FD
Operations Sub Committee	£10,000+	N/A	

- 2.1. Limits stated relate to expenditure within annual budget.
- 2.2. Countersignature required where Technical Director has committed to expenditure and authorised subsequent invoice.
- 2.3. Committee approval relates to initial decision about contract acceptance. Authorisation of subsequent invoices within budget is fully delegated to staff.

Note: All subject to change in line with Financial Regulations.



## Key Performance Indicators and Targets

Indicator	2021-22 Target	2022-23 Target
Average number of hours to complete emergency repairs.	<b>6 Hours</b>	<b>6 Hours</b>
Average number of hours to complete non-emergency repairs.	<b>3 Days</b>	<b>3 Days</b>
Percentage of (non-emergency) jobs completed Right First Time.	<b>95%</b>	<b>95%</b>
Percentage of Gas Service Inspections completed within a 12 month period.	<b>100%</b>	<b>100%</b>
Percentage of Medical Adaptations received to be completed within the year.	<b>100%</b>	<b>100%</b>
Average time taken to carry out completed Medical Adaptations in the year.	<b>Less than 60 Days</b>	<b>Less than 60 Days</b>
Average number of jobs per property per year.	<b>No Target Set</b>	<b>No Target Set</b>
Percentage of Emergency and Gas Emergency jobs completed within 6 Hour target timescale.	<b>100%</b>	<b>100%</b>
Percentage of Gas Urgent jobs completed within 3 Day target timescale.	<b>100%</b>	<b>100%</b>
Percentage of Urgent jobs completed within 3 Day target timescale.	<b>98%</b>	<b>98%</b>
Percentage of Reactive jobs completed within 5 Day timescale.	<b>98%</b>	<b>98%</b>
Percentage of Right to Repair jobs completed within timescale (3 categories).	<b>100%</b>	<b>100%</b>
Number of tenant repair reports received for the period.	<b>No Target Set</b>	<b>No Target Set</b>
Budget and variances for Repair and Maintenance expenditure headings.	<b>Maximum of 100% of budget spent</b>	<b>Maximum of 100% of budget spent</b>
Percentage of pre inspections carried out for the period.	<b>15%</b>	<b>15%</b>
Percentage of post inspections carried out for the period.	<b>15%</b>	<b>15%</b>
Level of Tenant satisfaction	<b>98% either very satisfied or satisfied</b>	<b>98% either very satisfied or satisfied</b>

Percentage of tenant satisfaction returns.	<b>15% of total jobs raised</b>	<b>15% of total jobs raised</b>
Gas Audits	<b>10% of Gas Service inspections</b>	<b>10% of Gas Service inspections</b>

## Relevant Legislation and Good Practice

Housing (Scotland) Act 2001

- Right to Repair
- Right to Compensation for Improvement

Housing (Scotland) Act 2005

Health and Safety at Work etc. Act 1974

- Construction (Design and Management) Regulations 2015
- Control of Asbestos Regulations 2012
- Legionnaires Disease Approved Code of Practice 2013
- Lifting Operations and Lifting Equipment Regulations 1998

Gas Safety (Installation and Use) Regulations 1998

IET Regulations 18<sup>th</sup> Edition (and subsequent amendments)

Scottish Housing Quality Standard Technical Guidance

Energy Efficiency Standard for Social Housing Technical Guidance

### Internal Documents

- Asset Management Strategy
- Business Plan
- Equality and Diversity Policy
- Estate Management Policy
- Financial Regulations
- Health and Safety Policy
- Internal Management Plan
- Procurement Policy
- Void Management Policy