



Property Maintenance Policy

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Appendix 1: Tenant and Landlord Repairs Responsibilities

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1. Introduction

- 1.1 Oak Tree Housing Association is a Registered Social Landlord (RSL) and has charitable status. The Association operates in the Inverclyde area and currently owns and manages circa 1,800 properties across a range of tenures.
- 1.2 The Association also provides a factoring services to circa 1,400 owner occupiers.
- 1.3 This policy covers all aspects of the property maintenance service incorporating reactive, void, planned and cyclical works.
- 1.4 This policy has been developed to take account of legislative, regulatory and good practice requirements in connection with the service delivery of this area of operation.
- 1.5 This policy applies to all properties owned and/or managed by the Association.

2. Aims and Objectives

- 2.1 Oak Tree Housing Association is committed to maintaining our properties and common areas to the highest possible standard whilst providing excellent customer service.
- 2.2 The Property Maintenance Policy aims to ensure that the Association provides an effective maintenance services that complies with its landlord obligations.
- 2.3 Our objectives include:
 - Delivering a clear, comprehensive and equitable property maintenance service;
 - Ensuring that all properties are safe, secure and meet relevant standards;
 - Maintaining our properties in accordance with the relevant and applicable legal requirements placed on us and our responsibilities set out in our tenancy and factoring agreements/written statement of services;
 - Providing an efficient, effective and value for money property maintenance service aimed at prolonging the useful life of our properties and delivering customer satisfaction through high standards of service;
 - Collecting and using business intelligence on the condition of our stock and demonstrate that we are using this to make informed financial

decisions to maintain and improve our properties;

- Regularly reviewing our arrangements for the procurement of repairs and maintenance works; and
- Taking positive steps to inform and listen to tenants about continuous improvements to our housing maintenance service.

3. Expected Outcomes

3.1 Key outcomes of operating an effective Property Maintenance Policy include:

- Ensuring that properties are well maintained, safe, secure and in line with the requisite standards;
- Maximising the percentage of reactive repairs completed within specified reactive repairs key performance indicators;
- Maximising the percentage of reactive repairs carried out that were completed right first time and minimising repeat repairs;
- Optimising customer satisfaction with service delivery; and
- Delivering 'value for money' benchmarked within the RSL sector;
- To comply with legal duties, best practice and obligations contained within the tenancy agreement;
- To provide a prompt and efficient response to routine, urgent and emergency repair requests from tenants and provide homes in a safe and high standard of repair that offer a warm comfortable and healthy living environment for occupants and which remain in demand;
- To provide an efficient and responsive reactive repairs service that reflects tenant priorities;
- To ensure effective systems are in place to monitor all performance and financial aspects of the repairs and maintenance service which will underpin the planning of works and enable the Housing & Technical Services Sub-Committee to control the service;
- To ensure procedures are reviewed as a result of feedback, satisfaction and complaints procedures;
- Provide customers with regular performance information and a range of opportunities to be involved in the development of the service;
- To ensure that high standards of performance are achieved by contractors employed by the Association;
- To ensure that life cycle costing exercises are conducted as necessary to assess the potential costs of future major repairs;

4. Informing and Involving Stakeholders

4.1 We will promote our Property Maintenance Policy through our newsletter, website and tenancy handbook.

4.2 Where we plan to make significant changes to the policy, we will consult tenants through short-life working groups in line with tenant participation.

5. Legislation and best practice

5.1 The Association will comply with all legal requirements regarding housing quality, repairs, maintenance and improvements to ensure that its maintenance policies and procedures aid this process, including but not limited to:

- The Health & Safety at Work Act 1974
- The Housing (Scotland) Acts 1987, 2001 and 2010 as amended
- Property Factors (Scotland) Act 2011, as amended
- General Data Protection Regulation (GDPR)
- The Scottish Social Housing Charter (2024 Update)
- Management of Health and Safety at Work Regulations 1999, as amended
- Gas Safety (Installation and Use) Regulations 1998
- Gas Safety (Management) Regulations 1996
- Construction (Design & Management) Regulations 2015
- Building (Scotland) Act 2003
- Building (Scotland) Regulations 2004
- Control of Asbestos Regulations 2012
- Environmental Protection Act 1990
- Electrical Equipment (Safety) Regulations 1994
- Energy Performance of Buildings (Scotland) Regulations 2008
- Fire (Scotland) Act 2005
- Fire Safety (Scotland) Regulations 2006
- Lifting Operations and Lifting Equipment Regulations 1998
- HSE Approved Code of Practice L8 for Legionella
- Scottish Housing Quality Standard (SHQS)
- Energy Efficiency Standard for Social Housing post-2020 (ESSH)
- Scottish Housing Net Zero Standard (SHNZS)

- 5.2 The legislative requirements include the need to comply with the range of health and safety duties imposed upon landlords; and various landlord responsibilities set out in the Housing (Scotland) Act as amended, to ensure that a duty of care to our tenants is maintained.
- 5.3 Common law, statute and the contractual obligations within our Tenancy Agreement set out our responsibilities as landlord and those of our tenants.
- 5.4 These are summarised in our 'Guide to Repairs' (see Appendix 1).
- 5.5 We expect our tenants to conduct their tenancies in a reasonable manner and not damage or allow any member of their household or visitor to their home to damage the property, either internally or externally.
- 5.6 If a tenant has damaged their property or failed to take care of it, we may charge for the costs of the repair.

6. Standards of the Maintenance Service

- 6.1 The Association will ensure that the standards and outcomes set down in the Scottish Social Housing Charter (2024) relating to Housing Quality and Maintenance are achieved.
- 6.2 The Association will ensure that the provisions of the Building Standards (Scotland) Regulations 2003, as amended, and associated Technical Standards and any amended or superseding Regulations are met.
- 6.3 The Association will ensure that it only employs contractors willing and able to abide by the terms and conditions of the Association's contracts for maintenance works and achieve the standards required.
- 6.4 The Association will also ensure that all contractors it employs to carry out repairs and maintenance are registered with the appropriate regulatory or trade bodies e.g. Gas Safe, National Inspection Council for Electrical Installation Contracting.
- 6.5 Contractors employed by the Association shall hold the appropriate levels of insurance cover for the works to be undertaken. The Association shall obtain copies of contractor's insurance certificates prior to contracts commencing, or on insurance policy renewal anniversaries.
- 6.6 The Association will carry out regular inspections to test the quality of workmanship and materials of the contractors it employs.

7. Roles in Service Provision

- 7.1 The Housing & Technical Sub-Committee will have responsibility for approval of this policy on the basis that it meets regulatory and legal requirements and supports the objectives of the organisation.

- 7.2 The Housing & Technical Sub-Committee also has the responsibility for budget approval to facilitate implementation of this policy.
- 7.3 The Director of Property has responsibility to ensure that the policy is applied and meets the outcomes and standards outlined in the Scottish Government's Social Housing Charter.
- 7.4 The Director of Property has the responsibility to ensure that staff implement this Policy and associated procedures to ensure the effective delivery of the Association's property maintenance activities.
- 7.5 Particular attention will be paid to Part 2, Tenants of Social Landlords: Chapter 1, Scottish Secure Tenancies: Sections 27 – 31, Repairs and Maintenance. This includes:
- **Section 27 – Repairs:** This section puts the landlord under an obligation to ensure that the house is kept wind and watertight and reasonably fit for human habitation.
 - **Section 28 - Landlord's consent to work:** This section requires a tenant to get the written consent of the landlord to undertake any work, other than interior decoration.
 - **Section 29 – Re-imbursment of cost of work:** This section applies when a Scottish secure tenancy comes to an end. Where a tenant has carried out improvement work to the house, with the consent of the landlord, the landlord can make a payment to the tenant, up to the cost of the work.
 - **Section 30 – Right to compensation for improvements:** Where the tenant has carried out certain improvement works, with the consent of the landlord, they are entitled to compensation for the cost of the works when the tenancy comes to an end.

8. Repair Responsibilities

8.1 The Association's Repair Responsibilities are summarised below:

- a) **External Fabric** – To repair and maintain the external fabric of the building and related common parts in a good condition under the terms of the responsive, cyclical and major repairs programmes as detailed in this policy.

This includes, for example, roofs, external walls, gutters, downpipes and close doors.

In general, the Association will maintain the structure, exterior and common parts of the property; keep in good working order the Association's installations for the supply of water, gas (if applicable), electricity, sanitation and space and water heating, all fixtures and

fittings owned by the Association.

b) **Internal Common Works** – To maintain common entrances, stairways, passageways and other common areas in a good condition and fit for use by the resident household and visitors. This includes for example stairs, close windows and communal TV ariels.

c) **Internal Works** - The Association will repair, maintain and renew where applicable at the end of their economic lives, all building elements owned by the Association.

For example: Internal fitments – To repair and maintain installations which have been provided by the Association. This includes for example, kitchen and bathroom fitments, pipework for the supply of gas and water, heating systems and electrical wiring, windows and doors.

d) **Environmental Repairs** – To repair and maintain environmental areas owned or factored by the Association such as paths, walls, fences, bin stores, play areas, drying areas and hard and soft landscaping.

e) **White Goods, Furniture, Decoration and Flooring** – To repair, maintain and renew white goods, furniture, decoration and flooring, where these have been supplied by the Association and form part of the tenancy e.g. supported accommodation.

8.2 The Association shall not repair, maintain or renew tenant fixtures, fittings or appliances.

9. Insurance

9.1 The Association will maintain comprehensive Buildings Insurance for all its properties. Such insurance will not cover loss or damage caused to tenants' contents such as furniture and other possessions.

9.2 Tenants, sharing owners and outright owners are responsible for arranging home contents insurance to cover their own possessions.

10. Property Maintenance Access

10.1 The Association will give the tenant at least 24 hour's notice where access is required by Association staff, or contractors. However, there may be occasions where an emergency will arise which will require immediate access and the tenant's co-operation on these occasions would be necessary. Under exceptional circumstances we may have to force access where we have been unable to contact the tenant.

10.2 The Association shall ensure that tenants are provided with written

notification prior to the commencement of planned maintenance activities, or where a cyclical programme requires access within the property.

11. Tenant's Responsibilities

Tenant's responsibilities are summarised below:

a) **Repairs** – Under legislation tenants have obligations to report and allow access to carry out repairs to their home and the common areas. They also have responsibility for specific areas of maintenance. Full details of responsibility are contained with the Tenancy Agreement and Tenant's Handbook. (See also Appendix 2 of this Policy).

- The tenant will be responsible for reporting repairs promptly to the Association;
- The tenant will ensure that the dwelling and fixtures belonging to the Association remain in the condition in which they were provided by the Association subject to fair wear and tear;
- The tenant will keep the interior of the property in good and clean condition and in property decorative order;
- Where the tenant has exclusive or shared use of a garden, the tenant will maintain it, unless the Association has agreed to organise such works as a service, in which case the tenant will be responsible for paying for such services via a service charge;
- The tenant will be responsible for damage to glass, choked sinks or sanitary ware, plugs, or chains, internal door handles, replacing lost or broken keys and any costs incurred through forcing entry required as a result of lost keys, particularly where such damage is due to the tenant's negligence. Where the damage is covered by the Association's Building Insurance, the tenant will be liable for any excess;
- The tenant must replace items damaged through neglect or carelessness on the part of the tenant or any member of the tenant's household or a visitor;
- The tenant will be responsible for payment of an abortive call out or work carried out as a result of problems pertaining to the tenant's own fixtures and fittings, appliances or installations;

b) Tenants' Responsibilities in Common Areas

- The tenant will not cut, mark, draw or letter any part of the external walls, common entrances or staircase of the building, nor put up any items such as TV ariels or signboards on the building without the written consent of the Association.

12. **Rechargeable Repairs**

- 12.1 Charges will be levied where a repair becomes necessary as a result of the wilful, negligent or accidental actions of a tenant as opposed to through fair wear and tear. This also applies where visitors have caused damage.
- 12.2 The Association will charge the costs of repairing such damage to the tenant.

13. **Reactive Repairs Service**

- 13.1 We will offer a wide range of methods to maximise ease of reporting. Repairs may be reported by phone, email, in person, via our tenant portal or in writing.
- 13.2 With all repair works, the Association will aim to ensure that good quality materials are used by contractors and that high standards of workmanship are attained. We will clearly identify our expectations to our contractors and also invite customer feedback via our satisfaction survey at individual repair level.
- 13.3 We will publicise information about the service in a number of ways. The Tenant Handbook and website in particular will provide detailed information such as repair responsibilities and response times. Publications such as the quarterly newsletter will be used to provide general information such as practical tips, out of hours contact details and performance statistics.

14. **Repair Response Times**

- 14.1 The Association will categorise reported faults and according to the level and nature of the response required.
 - a) **Emergency Repairs:** An emergency repair is defined as something that could not have been foreseen and which could cause danger to health, resident's safety, or serious damage or destruction to property.

The minimum emergency service provided will be a 'make safe' solution with any associated outstanding repair work following on from the original visit. (Appendix 2 details the repairs that would normally be classified as emergency.)

Right to repair items with a one day completion time will also be placed in this category.

All emergency repairs will be responded to within 2 hours from the time of the initial request for service and immediately made safe.

Where remedial works cannot be completed during the initial visit, a follow on repair shall be arranged to allow the works to be

completed.

The Association will have in place arrangements to ensure requests for emergency repairs can be received and responded to 24 hours a day, 7 days a week. The timescale for an emergency repair is 4 hours.

- b) **Urgent Repairs:** Where a repair is categorised as urgent, the Association will offer a repair by appointment system where the repair (or inspection if necessary) is carried out and completed within 2 working days, (commencing from the time of the initial request for the service). Our contractor will contact you direct to make access arrangements.
- c) **Routine Repairs:** The timescales for these is 7 working days from the day the repair was reported.
- d) **Non Standard Repairs:** Sometimes a non-emergency repair will take longer than usual due to unique circumstances such as a part being difficult to obtain, multi trades being involved in a repair or unforeseen additional works required.

These type of repairs will be completed within 28 working days of the original report being made. If this is not possible, full information will be provided as to the reasons for the delay and the expected completion.

- e) **Complex Repairs:** The Association have defined the following repairs as complex repairs which are not considered to be a routine repair.

Complex repairs shall be excluded from repair charter calculations:

- Where the estimated or actual value of the works are equal or greater than £1000;
- Waste and rubbish uplifts;
- Surveys – i.e. asbestos surveys, Energy Performance Certificate Surveys;
- Garden/Grounds Maintenance;
- Pest Control;
- Key Cutting/Replacement Fobs;
- Insurance Works;
- CCTV;
- Forced Access;
- Works to unoccupied properties;
- Dry Risers Remedial;
- Common Extract Fan Systems;
- Garages/Lock Ups;

- Work in relation to evictions;
- Graffiti Removal;
- Defect Liability Period works;
- Asbestos Management Works
- General Cleaning;
- Legionella Management Works;
- Lift shutdowns/maintenance;

15. Right to Repair

- 15.1 The Association will adhere to the requirements of the Right to Repair scheme defined in the Housing (Scotland) Act 2001. This statutory scheme covers specified repairs known as qualifying repairs of an urgent nature up to a maximum of £350.
- 15.2 If a qualifying repair is not started within the required timescale, tenants can instruct an alternative to carry out the repair and charge the landlord the cost. Details of qualifying repairs and responses are contained within Appendix 2.
- 15.3 When a qualifying repair is reported the Association will:
- a) State the maximum time allowed to carry out the repair and the last day of the period.
 - b) Give details of the primary and a secondary contractor.
 - c) Make arrangements for access.
- 15.4 The Association will establish procedures, without the requirement for submission of a claim if compensation is due, to be awarded. The level of compensation is set in legislation and is subject to a maximum of £100.
- 15.5 We acknowledge the particular requirement to advise tenants annually of the provisions of the scheme and we will use the newsletter as the principal method of achieving this. We will maintain records that monitor and demonstrate compliance with the Right to Repair Scheme.

16. Repairs Responsibility – Mixed Tenure Blocks

- 16.1 The Association's properties are situated in multi-tenure estates and often responsibility for repairs may be shared with other landlords/property factors and private owners.
- 16.2 Where the Association has been appointed as Property Factor or are Factor under custom and practice we will arrange for common repairs to be carried out.
- 16.3 The Association will cooperate with other Property Factors and other owners in the maintenance of common areas and, when required meet our

financial obligation in respect of any repair and maintenance works undertaken to common areas.

- 16.4 The Association recognises that there are some schemes where no factor exists and other home owners are reluctant to undertake and contribute to common repair work.

Where works are required to maintain the safety of common areas for Oak Tree Housing Association tenants, approval from the Director of Property, in accordance with delegated limits, should be sought prior to instruction. These proportionate costs will be issued to owners as per the Deeds of Condition for their development.

17. Repairs Inspections

- 17.1 **Pre-Inspections:** As an organisation we understand the need for the repairs service to have technical expertise within our staff to undertake assessments on our properties that determine the appropriate repair action to be taken.

- 17.2 In general terms, we will pre inspect repairs in the following circumstances, or where the information from the tenant is unclear and a clear diagnosis of the repair cannot be made:

- a) Any reported structural defect that has potential to cause harm or deteriorate rapidly;
- b) Repair reports where a suspicion that damage has occurred due to tenant neglect or wilful damage;
- c) Reports of damp or mouldy conditions;
- d) Repairs where the previous or similar repair has been reported within the previous 12 months;
- e) Orders that have potential to cost more than £500;
- f) Repairs related to fire damage;
- g) Potential insurance claims;

- 17.3 Our staff are fully trained to determine the circumstances when a pre-inspection should be requested.

- 17.4 Pre inspections will be carried out on an appointment basis within 5 working days of the report being made (or later if this suits the tenant).

- 17.5 The repair will then be categorised under the standard response times. The time taken to complete repairs requiring a pre-inspection will be measured from first report to completion of work.

- 17.6 Records of post inspections are input on our IT systems and shall be included with reporting timescales.

- 17.7 **Post- Inspections:** The Association will carry out post-inspections of completed repair work to ensure that we are providing a high quality service which is also value for money.

17.8 The main trigger for post inspections will be linked to feedback from our repairs satisfaction survey and customer complaints.

17.9 Our IT systems will record the outcome of post inspections.

18. Void Properties

18.1 The Association has a Minimum Lettable Standard and Discretionary Decoration Allowances Guidance which details our procedures to let void properties as quickly as possible in order to minimise loss of rental income.

18.2 In order to achieve this we will adopt a systematic approach to undertaking inspections, instructing necessary repair work, monitoring progress towards completion and passing properties as fit to let.

18.3

18.3 The maximum time permitted for contractors to carry out repairs on void properties shall be:

- 2 working days for minor re-lets;
- 5 working days for a standard re-lets; and,
- 10 working days for a 'major re-lets' requiring more extensive work;
- 28 working days for voids requiring multiple replacements i.e. bathroom and kitchen.

18.4 Void re-let timescales are the maximum permissible, the Association and our void contractors shall work to ensure properties are returned prior to these dates.

18.6 In voids, decoration must be intact and clean, failing which:
a) If the tenant is able to carry out decoration works, the Association will issue decoration vouchers in the amount of £50 per room if required;
b) If the tenant is unable to carry out decoration works, the Association will decorate in neutral emulsion;

18.7 It is our policy to instruct both a gas and electrical checks to all void properties prior to a new tenant taking up residency. A valid EPC will be provided and the property will be compliant with LD2 smoke and heat detection.

18.8 All soft furnishings, laminate flooring and white goods will be removed where left by the previous occupant.

19. Adaptations

19.1 We aim to maximise the availability of housing for people with diverse needs and recognise that adapting houses can have a significant positive impact on the health and well-being of individuals and their households.

19.2 Where we have installed additional or specialised equipment or facilities, these will be maintained in accordance with this policy.

20. Asbestos Management

20.1 The Association recognises the dangers presented by asbestos and has a detailed Asbestos Management Policy and procedure documents in place.

20.2 These will describe the general approach and particular steps it will take in order to meet relevant legal, health and safety, and best practice requirements.

20.3 All works carried out under the Property Maintenance Policy shall be undertaken in accordance with our Asbestos Policy and relevant legal obligations.

21. Gas Safety

21.1 The Association recognises the critical importance of ensuring gas heating and hot water systems in its properties are in good safe working order.

21.2 It will meet all statutory duties in relation to gas safety management and associated health and safety legislation.

21.3 In doing so, it will maintain effective administrative systems to ensure all gas systems in tenanted properties are subject to an annual service. Full details are contained within the Association's Gas Safety and Management Policy, and supporting procedures.

21.4 In fulfilling its legal responsibilities, the Association will pursue a clearly defined process in order to secure access to properties for the purpose of enabling servicing work to be carried out.

21.5 Where necessary this will include taking appropriate action to gain entry.

22. Planned and Preventative Maintenance

22.1 Planned maintenance is work which is programmed in advance, normally over a 30 year period. It will be based upon information held on stock condition and the anticipated life span of components. The Association will commission a detailed stock condition survey on a 5 yearly cycle to ensure we have up to date information on our stock. Our latest stock condition survey is due to commence in November 2025..

22.2 The Association carries out an annual inspections programme for those properties due component replacements in the summer before the financial year that they are scheduled to be replaced.

22.3 Analysis of our technical inspections will be used to inform our planning of

future maintenance requirements. The Association will use industry standard element life cycles and be consistent with our component replacement statement in the annual accounts. Examples of planned maintenance include kitchen and bathroom replacement, windows, roofs and heating systems.

- 22.4 The Association will publicise its annual maintenance programme through the Association's newsletter for the following financial year containing details of planned maintenance contracts that will be undertaken.
- 22.5 The financial implications of this will be included within the Association's business planning process.
- 22.6 On Planned Maintenance contracts, where décor is affected, the Association will provide a disturbance allowance of £25 per room. This allowance sum will be off-set against any monies owed to the Association such as rechargeable repairs and rent arrears. This will not be applied if the sum owed is less than £50.

For the avoidance of doubt there would be no question of financial compensation for inconvenience or disruption as a result of planned maintenance works.

- 22.7 As far as possible, tenants shall be given the opportunity to exercise choice in the range of products and works. The Association shall respect the needs of tenants that are frail, vulnerable or disabled, and as far as practical, adopt flexible working practices that recognise their particular requirements.
- 22.8 On completion of individual works the views of tenants involved will be sought via a survey. This information, along with any complaints received during the course of the works will be used to assess the performance of contractors and to identify possible future service improvements. Any unsatisfactory results will be recorded as a complaint.

23. Quality Standards

- 23.1 The Association recognises the requirements within the Scottish Housing Quality Standard (SHQS).
- 23.2 We will, through our stock condition survey programme monitor compliance with this standard and where required complete upgrade works under our planned maintenance programme or record abeyances and exemptions where compliance cannot be achieved.
- 23.3 Energy Efficiency Standard for Social Housing (ESSH) has been developed to help improve the energy efficiency of the social housing stock. The Association's social housing stock required to meet these

requirements by December 2020.

- 23.4 The Association has developed a database of Energy Performance Certificates (EPC's) to monitor compliance with EESSH. Where a property fails to meet these requirements, a programme of reasonable energy measures (as defined within EESSH guidance) shall be considered and incorporated into annual planned maintenance programmes.
- 23.5 Where compliance with EESSH cannot be achieved using reasonable measures and in accordance with EESSH guidance then these properties shall be recorded for temporary exemption.
- 23.6 The Association recognises our obligations in targeting achieving EESSH 2 milestones set out by the Scottish Government which has to be delivered by December 2032.

24. Alterations to Property

- 24.1 The Association has a procedure in place to allow tenants to apply for permission to undertake alterations or additions to their homes.
- 24.2 As a landlord, we will not unreasonably withhold consent, but will make it conditional that any proposed alterations meet the standards of safety and workmanship required by us.
- 24.3 We will, however, not be responsible for supervising the installation process.
- 24.4 In granting permission for alterations the Association will be satisfied that that the proposed works will not detract from the future letting of the property.
- 24.5 In addition, it will be made clear that the tenant will accept the full installation costs as well as be liable for the any ongoing maintenance responsibilities.
- 24.6 Where an alteration is removed, the Association will expect that the property be returned to its original condition.
- 24.7 Under the terms of the tenancy agreement, alterations or improvement work to a property (other than internal decoration) should not be carried out without the written consent of the landlord.
- 24.8 The following provides examples of alterations:
 - a) Requesting a structural change such as removing an internal wall;
 - b) Requests to fencing to replace an existing boundary;
 - c) Loft renovations;
 - d) Installation of external door;
 - e) Installation of kitchen or bathroom suites;
 - f) Installation of fires or fireplaces;

- g) Installation of additional kitchen units;
- h) Installation of integrated kitchen appliances;
- i) Replacement of an existing gate;
- j) Replacement of internal doors or handles;
- k) Alterations to the garden space or erection of a garden shed;
- l) Adding or removing electrical sockets;
- m) Replacing light fittings or switches;
- n) Fitting laminate flooring

24.9 Certain requests for alterations may also require planning consent and/or building warrant by the Local Authority. It is the responsibility of the tenant to ensure that all consents are in place before proceeding with the works.

25. Compensation for Improvements

25.1 The Association has procedures in place to comply with legislation contained within the Housing (Scotland) Act 2001 in relation to compensation for improvements. Scottish Government guidance is available on request from the Association.

25.2 In general terms you may qualify for compensation if you have written approval for your alteration and it is contained within a prescribed list of improvements. The tenancy must have ended but not through repossession or a housing transfer with the same landlord.

25.3 Compensation paid cannot be lower than £100 or greater than £4,000 for each improvement made and are subject to depreciation.

25.4 Claims must be made in writing to the Association within the period starting 28 days before and ending 21 days after the tenancy comes to an end. Proof of spend must be provided, i.e. copies of receipts.

26. Access for Reactive Repairs & Maintenance Inspections

26.1 Where a tradesperson or maintenance officer calls at an appointed time and access is not available, the tenant will be notified by a card left at their address.

26.2 The onus is on the tenant to rearrange a subsequent appointment. If no new appointment is made then the original order/inspection will be cancelled.

26.3 Where no access is available in extreme emergency or unexpected situations, such as a serious flood, we will make every effort to locate the whereabouts of the tenant. In the event of this not being possible access to the property will be gained in accordance with Tenancy Agreement provisions.

27. Contractor Management

- 27.1 The Association will procure qualified contractors to undertake our Property Maintenance activities.
- 27.2 All contractors shall be subject to an annual review process, ensuring that they still meet the Associations performance requirements and have appropriate health and safety and insurance provisions.
- 27.3 All contractors will be required meet the Association's Contractors Code of Conduct.
- 27.4 Contractor's performance will be regularly monitored and recorded through regular meetings depending on whether work is planned, cyclical or reactive.
- 27.5 The review process will take into consideration, customer complaints and satisfaction, recalls to orders, feedback from staff, administration processes, post inspection, value for money and orders completed right first time.
- 27.6 Where clear evidence exists that a contractor's performance has dropped below the standards defined under contract conditions, the Association shall take the necessary steps to impose financial penalties or where the necessary improvement does not materialise potentially terminate their contract.

28. Regulatory Property Maintenance Performance Indicators:

- 28.1 The following charter indicators will be used to monitor the level of property quality and energy efficiency of the Association's housing stock:

Quality of Housing

- Percentage of properties meeting the Scottish Housing Quality Standard (SHQS).

Energy Efficiency

- Percentage of properties meeting the Energy Efficiency Standard for Social Housing;

- 28.2 The following charter indicators will be used to monitor the level of reactive repairs performance across the Association's housing stock:

Repairs Maintenance

- Average length of time taken to complete emergency repairs.
- Average length of time taken to complete non-emergency (urgent and routine) repairs.

- Of all properties that require gas safety certificates, the percentage that have
- Percentage of tenants satisfied with the repairs and maintenance service.
- Percentage of reactive repairs carried out in the last year completed on first visit.

29. Complaints

- 29.1 All complaints received in relation to the Association's property maintenance activities shall be dealt with in accordance with the Association's Complaints Handling Procedure (CHP) in line with the Scottish Public Services Ombudsman (SPSO) model for complaints handling.
- 29.2 Complaint outcomes shall be used to improve the Property Maintenance service, where a clear service failing has occurred.

30. Publicising this Policy

- 30.1 The policy relating to Property Maintenance will be publicised on the Association's website.

31. Policy Review

- 31.1 The Association will review this policy every 5 years, more regular reviews will be considered where, for example, there is a need to respond to new legislation/policy guidance.
- 31.2 Reviews will incorporate changes to legislation and regulations, tenant feedback and good practice.

32. Procurement

- 32.1 Reactive repairs and void contracts will be procured via Contract Administrators through the Public Contract Scotland (PCS) Portal in line with current procurement legislation.
- 32.2 Planned maintenance, cyclical activities and medical adaptations will be procured via appropriate frameworks where the Association is a member.
- 32.3
- 32.3 The Association is a member of Scottish Procurement Alliance (SPA) and Procurement for Housing (PFH) frameworks and these will be used where appropriate.

33. Equality

- 33.1 This policy has been assessed with law, regulatory standards and good practice. This covers all relevant protected characteristics. The policy is therefore likely to have a positive effect in respect of equality issues.

34 Decant

- 34.1 Where a tenant requests a decant on medical grounds to facilitate remedial works, the Association will obtain the tenant's consent to contact their GP directly.
- 34.2 This is to confirm whether, in the GP's professional medical opinion, a decant is required. The Association does not dispute or seek to verify the existence of any medical condition. The purpose of the confirmation is solely to establish whether a decant is medically necessary.
- 34.3 Where such consent is not provided, the Association will be unable to progress the decant request on medical grounds.
- 34.4 Any decant that is approved will be managed in accordance with the Association's Home Loss and Disturbance Policy.

Appendix 1: Tenant and Landlord Repairs Responsibilities

We are responsible for most of the repairs to your home. However, there are some repairs that we will expect you to carry out. The tables below will help you decide if you are responsible or not.

There are three exceptions which are listed at the end of this section.

Bathroom			
Item	Who is responsible?		Comments
	Us	You	
Bath	x		This excludes enamelling
Shower unit		x	Unless we have provided the unit or have accepted responsibility for it.
Toilet seat and fixings		x	
Toilet bowl	x		
Toilet cistern	x		
Bathroom door lock		x	

Heating			
Item	Who is responsible?		Comments
	Us	You	
Chimney and flue	x		
Chimney sweeping		x	
Electric storage system	x		
Warm air heating system	x		Except replacement of grills
Gas fired system with radiators	x		Including gas fires if we have fitted them. This excludes bleeding radiators. This should not be done if you have a combination boiler. Please ask us for advice if you are unsure.
Decorative fireplace		x	

Doors and Fittings			
Item	Who is responsible?		Comments
	Us	You	
Door bell		x	Unless fitted by us
Door chain		x	Unless we provided the unit or have accepted responsibility for it.
Name plate and house numbers		x	
Letterbox	x		
Glass on inside door and screen		x	
Ball catches, door handles to internal doors	x		
Internal doors	x		Not including handles and locks. No adjustments to door to fit carpets. Repairs must be fair wear and tear and not abuse or carelessness.
Keys		x	Including replacement of lost keys and any forced entry which is required as a result.
Mortice locks	x		Only if fitted by us.
Night latch (yale type locks)		x	Unless this is the only lock on the door.
Outside doors	x		Including entrance doors to flats. Decoration will be carried out as part of our cyclical programme of works.
Insulation to external door		x	
Fitted wardrobe and cupboards	x		

Electrical			
Item	Who is responsible?		Comments
	Us	You	
Communal TV ariel system	x		
Electric fire		x	Unless we have fitted it
Immersion heater	x		
Individual TV ariel	x		
Light fittings	x		Not including table lamps.
Extractor fans	x		
Satellite dish		x	Unless fitted by us
Plugs		x	Including fuses
Smoke detectors	x		Not replacement batteries in powered alarms
Sockets	x		
Close and stair lighting	x		
Light switches	x		
Light bulbs, fluorescent tubes and starters		x	We can help you with this but we will have to charge you for the service.
Fuse box	x		Except resetting circuit breakers and replacing blown fuse wires
Wiring and circuits	x		

Kitchens			
Item	Who is responsible?		Comments
	Us	You	
Cooker		x	Unless fitted by us
Cooker sockets	x		
Kitchen units	x		Fair wear and tear only
Blocked sink waste	x		We will do the work but may change you for it unless drains are found to be faulty.
Sink, bowl and drainer	x		

Plumbing			
Item	Who is responsible?		Comments
	Us	You	
Blocked sink, wash hand basin or toilet		x	We may do the work but will charge you for it unless the drains are found to be faulty.
Domestic cold water supply	x		Including storage tank but excluding frozen pipes caused as a result of your failure to take proper precautions in cold weather.
Down pipes (rain and soil)	x		
Drains	x		
Gutters	x		
Hot water supply	x		
Sink, plugs and chains		x	
Replacement and resetting of tap washers	x		
Washing machine fittings		x	Unless we have fitted them

Structure			
Item	Who is responsible?		Comments
	Us	You	
Ceilings	x		
Damp proof course	x		
Floors	x		Except carpets, linoleum, laminate floors or other floor coverings
Outside woodwork	x		
Roughcast plastering	x		
Skirting boards and door surrounds	x		
Stairs inside	x		
Steps to entrances	x		
Roofs	x		
Walls	x		

Windows			
Item	Who is responsible?		Comments
	Us	You	
Glass in windows		x	Unless you can show that the glass was broken by vandals or some similar cause, you have reported it to the police within 24 hours of finding it and provide a police incident number.
Sash cords (ropes)	x		
Cills	x		
Window frames and surrounds	x		
Window handles and catches	x		
Window locks	x		Unless you have fitted them

Other Areas			
Item	Who is responsible?		Comments
	Us	You	
Clothes line posts	x		Excluding clothes line
Rotary dryers		x	
Fences on boundary or footpath	x		
Fences between gardens	x		
Footpaths	x		Normally only to front entrance to property
Gates		x	Except where we have specifically accepted responsibility
Inside decoration		x	Including wall tiles
Outside decoration	x		
Minor plaster defects		x	
Hat and coat hooks and rails		x	
Shed		x	
Garages	x		Where owned by us and not including locks

Appendix 2 – Qualifying Repairs (Right to Repair)

The following table illustrates the various types of qualifying repairs:

Type of Repair	Maximum No of Working Days to Carry out Repair	Type of Qualifying Repair (QR)
Blocked flue to open fire or boiler	1	QR1
Blocked or leaking foul drains, soil stacks or toilet pans (where there is no other toilet in the house)	1	QR1
Blocked sink, bath or drain	1	QR1
Loss or partial loss of electric power or gas supply	1	QR1
Insecure external windows, doors or locks	1	QR1
Unsafe access to a path or step	1	QR1
Significant leaking or flooding from a water or heating pipe, tank or cistern	1	QR1
Loss or partial loss of space or water heating (where there is no alternative)	1	QR1
Toilet not flushing where there is no other toilet in the house	1	QR1
Unsafe power or lighting socket or electrical fitting	1	QR1
Loss or partial loss of water supply	1 (full loss) 3 (partial loss)	QR1 or QR2
Loose or detached bannister or handrail	3	QR2
Unsafe timber flooring or stair tread	3	QR2
Mechanical extractor fan in a room with no external windows or doors	7	QR3

The timescales for qualifying repairs are as follows:

Type of Repair	Timescale to Complete
Qualifying Repair 1	1 working day
Qualifying Repair 2	3 working days
Qualifying Repair 3	7 working days

What happens when a tenant reports a repair?

When a tenant reports a repair, we will inform them whether the repair is a normal repair or if it is a qualifying repair under the Right to Repair scheme. If the repair does qualify under the scheme, we will inform the tenant on:

- the maximum time allowed to carry out the repair;
- the last day of that period;
- their rights under the Right to Repair scheme;
- the name, address and phone number of their usual contractor and at least one other contractor from a list; and
- We will make access arrangements with the tenant to gain access to their home in order to carry out the repair.

How long do we have to carry out the repair?

Repair times depend on the type of repair and the table overleaf should be referred to.

Sometimes there may be circumstances which we or the contractor has no control over which make it impossible to do the repair within the maximum time (for example, severe weather). In these circumstances we may need to make temporary arrangements and to extend the maximum time. If we are going to do this, we must inform the tenant.

What happens if the work is not done in time?

If our usual contractor does not start the qualifying repair within the time limit set, the tenant can tell another contractor from our approved list to carry out the repair. The tenant cannot use a contractor who is not on our approved list. The other contractor will then tell us that the tenant has asked them to carry out the repair. We will then pay the tenant £15 compensation for the inconvenience. If our main contractor has started but not completed the repair within the maximum time, the tenant will also be entitled to £15 compensation.

How long does the other contractor have to complete the repair?

The other contractor has the same length of time to carry out the repair as our main contractor. If they do not carry out the repair within the time limit set, the tenant will be entitled to another £3 compensation for each working day until the repair has been completed. This amount can add up to a maximum compensation payment of £100 for any one repair.

What if there is no other contractor available?

In this case, our main contractor will carry out the repair but the tenant will still be entitled to the £15 compensation payment.

What happens if the tenant is out when the contractor calls to carry out the inspection or repair?

If the contractor cannot get into the tenant's home at the time, as arranged with the tenant, the right to repair will be cancelled. The tenant will then have to re-apply and start the process again.

Who pays for the repair?

We pay for the repair. If the tenant has told another contractor on our approved list to carry out the repair, the contractor should send the bill direct to us for payment.

What happens if my property is in a defects liability period?

Qualifying repairs do not apply to defects repairs and your repair will be reported to our defects contractor who will contact you direct to make access arrangements in order to carry out the repair.