



MAINTENANCE POLICY

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1. INTRODUCTION

- 1.1 The Maintenance Policy plays a crucial and overarching role within the organisation, as it sets out the rationale for all aspects of reactive, cyclical and planned maintenance, together with the provision of services and the extent to which these overlap with various other policies. The Association recognises that a quality repairs and maintenance service is central to an effective tenant and landlord relationship and satisfaction with that service.
- 1.2 The Association aims to be a responsive and sensitive landlord and maximise the life of its properties by maintaining them to the highest possible standards. Adequate systems are therefore needed to estimate, monitor and provide effective repairs at both reactive and planned levels, to ensure there is the financial ability to meet these commitments within the constraints of the financial resources available.
- 1.3 This policy and related procedures seek to deliver a cost-effective, efficient and responsive repairs and maintenance service that is customer driven, flexible and of the highest possible quality that will enable residents to enjoy the security and comfort that a well maintained property offers.
- 1.4 The policy also seeks to identify key staff and their individual responsibilities. The maintenance function falls within the remit of the Property Services (PS) Department, although almost every member of staff within the Association also has a part to play.
- 1.5 This is an overarching policy that covers all aspects of maintenance while also being closely linked with many other policies as noted at Appendix 1.

2. LEGISLATION AND GOOD PRACTICE

- 2.1 The Association is aware and will keep up to date with the main legal and regulatory requirements placed upon landlords and will ensure these are met within the terms of its maintenance policy and procedures. (Appendix 1)
- 2.2 The Association will also ensure its tenants are fully aware of the division of responsibility within the statutory and contractual repair obligations that apply to both the Association as landlord and to them as Scottish Secure tenants.
- 2.3 We will also seek to comply with good practice and performance standards. The Scottish Social Housing Charter sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities and those relating to repairs and maintenance include:-
 - *Outcome 1: Equalities - every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.*
 - *Outcome 2: Communication - tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.*
 - *Outcome 3: Participation - tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with.*

- *Outcome 4: Quality of Housing – tenants’ homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) and when they are allocated, are always clean, tidy and in a good state of repair and also meet the Energy Efficiency Standard for Social Housing Post 2020 (ESSH 2).*
- *Outcome 5: Repairs, Maintenance & Improvements - tenants’ homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.*

The Scottish Government launched a review of the Social Housing Charter on 21 June 2021 and consultation closes on 9 September 2021, with the intention to subsequently develop and approve a revised Charter from 1 April 2022. The consultation highlights that since the Charter was last reviewed in 2016 they have already identified some changes that are required to reflect new legislation, standards and new business ways of working developed during the pandemic. These include the Domestic Abuse Protection (Scotland) Act 2021, virtual engagement and digital connectivity and the new milestone for improving energy efficiency of social housing ESSH 2. They also want to ensure the Charter aligns to the ambitions for social housing as set out in the vision for housing in Scotland to 2040 and the route map to get there published in March 2021 [Housing to 2040-gov.scot \(www.gov.scot\)](http://www.gov.scot) .

3. POLICY AIMS AND OBJECTIVES

The main aims and objectives of the Policy are to:-

- (i) Provide a prompt, efficient, responsive and reliable service that offers flexibility to meet the needs of all tenants and service users.
- (ii) Establish and set out procedures that are simple and comprehensible and ensure tenants and factored owners are fully aware of the division of responsibilities for reporting, arranging and categorising repairs and timescales for completion as set out in the Tenancy Agreement, Title Deeds and Written Statements, respectively.
- (iii) Promote equality of opportunity across all areas of repairs and maintenance.
- (iv) Clarify the individual responsibilities of staff members and the role of committee in regard to repairs and maintenance.
- (v) Establish procedures for budgeting and monitoring, authorisation levels for work instruction and payment, effective document management systems and record-keeping, quality inspections and committee reporting.
- (vi) Monitor contractors’ performance and ensure all works and services are delivered on time and to the standard required by the Association.
- (vii) Achieve value for money and cost effectiveness through regular preventative maintenance, pre-planning and grouping of repairs into tendered contracts, including the development of effective procurement and partnership arrangements where appropriate, to ensure all services are provided within the available budget.
- (viii) Develop a comprehensive maintenance service that includes reactive repairs, cyclical maintenance, service provision and a clear strategy for long-term

planned maintenance and component replacements, to maintain and prolong the integrity and useful life of the housing stock.

- (ix) Consult and include tenants and factored owners where appropriate, in decisions affecting the repairs service to maximise satisfaction and involvement wherever possible.

4. RESPONSIBILITY FOR REPAIRS AND MAINTENANCE

4.1 Repairs responsibilities generally fall within 4 broad areas:-

- (a) Landlord (i.e. the Association)
- (b) Tenant
- (c) Other agencies and (d) Shared

In most cases repairs will fall within (a) or (b), but will occasionally fall within (c), e.g. where the fault affects a communal area such as a boundary wall or where it affects a gas supply, a public road or footpath, or within (d) which refers to areas or items with joint ownership, e.g. mutual walls or common areas, where agreement is required with other owners.

4.2 Landlord's Responsibilities (i.e. The Association)

- (i) The landlord's responsibilities generally relate to the structure, exterior, fixed installations and external decoration, which are set out in the Tenancy Agreement and further detailed in the Tenants Handbook, to ensure clarification as to who is responsible for each type of repair that is likely to occur. This will clearly inform tenants of their rights and should reduce the occurrence of disputes. (Appendix 2)
- (ii) The Association will ensure its properties and grounds are maintained to a decent standard that enables tenants to live in a safe and appropriate environment and will regularly seek feedback to determine tenants' satisfaction and address any concerns.
- (iii) The Association will also maintain adequate insurance cover for its housing and other buildings for which it has a legal responsibility as owner and landlord.

4.3 Tenants' Responsibilities

- (i) The tenants' responsibilities generally relate to internal decoration, furnishings, appliances supplied by the tenant and cleaning, which are also defined in the Tenancy Agreement and the Tenants Handbook, copies of which are provided to all tenants at the start of their tenancy. These details are also available to view or download at any time from the Association's website. (Appendix 3)
- (ii) Calvay Housing Association will ensure that all tenants are made aware of their responsibilities in regard to reporting repairs and providing access for essential works and regular services, as required.
- (iii) The Association will encourage all tenants to maintain a good level of care in its properties and the surrounding areas.

- (iv) Tenants will also be advised of their responsibility for any repairs caused by wilful damage or negligence, or resulting from acts of vandalism by them, members of their household or their visitors, including the Association's right to recharge them.
- (v) Whilst the Association will maintain comprehensive buildings insurance for all of its properties, it is not responsible for the contents of tenants' homes. Tenants will therefore be made fully aware of their liability for insuring the contents of their home.

4.4 Other Agencies' Responsibilities

- (i) The Association will seek to maintain liaison and contact with all relevant agencies which provide services in the area to ensure they fulfil their obligations in relation to common areas and enable any problems that do arise to be dealt with swiftly.
- (ii) The Association will also ensure contact details are provided to tenants and factored owners so they can report any specific issues directly to the appropriate authorities, as appropriate.

4.5 Shared Responsibilities

- (i) The Association is committed to working with all owners within our area of management, to ensure the stock and neighbourhood as a whole is well maintained.
- (ii) We 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. All owners in properties factored by Calvay Housing Association are issued with a Code of Conduct and a Written Statement of the terms of all services and delivery standards provided, to ensure that homeowners are protected and clear about the property factors responsibilities and their own responsibilities.
- (iii) The Association will comply with and will make owners aware of applicable house condition standards, including the Scottish Housing Quality Standard (SHQS) and the Repairing Standard (RS), as well as Electrical, Gas and Fire Safety Regulations, particularly in regard to tenement properties, and will advise on specific requirements in order to meet and maintain such standards.
- (iv) Factored owners 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.
- (v) Owners are expected to report all defects at the common parts of the building to the Association and pay their appropriate share of any repair costs, as set out in the title deeds. Owners are also responsible for paying their share of the common insurance policy premium for the building and liaising with the Association on any claims raised.

5. DEFINITION OF REPAIRS AND MAINTENANCE

5.1 Repairs and maintenance of properties basically falls within 3 main headings:-

- (i) **Reactive Repairs** - are repairs to a tenant's house or the common property which arise on a day to day basis and require attention within a short time, e.g. a leaking tap, a burst pipe or a loss of heating or power.
- (ii) **Cyclical Maintenance** - are repairs or improvements carried out through a programme of works, or inspections at regular intervals, e.g. gutter- cleaning.
- (iii) **Planned Maintenance** – are improvements to properties to replace and/or upgrade existing components, e.g. kitchens, bathrooms or window replacement programmes.

6. REACTIVE REPAIRS

- 6.1 Reactive (or day to day) repairs are minor works undertaken as and when they occur, in response to tenant reports or as identified by contractors or members of staff while out and about in the neighbourhood, e.g. broken windows, burst pipes, missing roof tiles, etc.
- 6.2 All reactive (or day to day) repairs will be classified as either Emergency, Right to Repair or Non-emergency and target completion times for each category of repair will be as follows:-

CLASSIFICATION	TARGET RESPONSE TIME
Emergency	Made safe within 6 hours
Right to Repair	Completed within 1, 3 or 7 working days
Non-emergency	Completed within 7 working days

6.3 Emergency Repairs

- (i) Are repairs which are necessary to prevent serious damage to the building, danger to health, risk to safety or risk of serious loss or damage to the property. Examples include gas leaks, burst water pipes, complete power failures, complete loss of heating (in winter), loss of water supplies and roof damage with falling debris.
- (ii) The Association will ensure that staff are trained to properly identify an emergency situation, be able to respond effectively to it and ensure that the wellbeing of the tenant is uppermost in the process.
- (iii) For emergency repairs out with office hours, the Association will provide a 24 hour call out service, which can be accessed by tenants directly. Two systems will operate in tandem, one for gas repairs and one for all other emergency repairs.
- (iv) Emergency contact numbers will be displayed externally on the Association's offices, on our website, in our newsletters and also detailed on the answering machine at all times.

- (v) A full report of each emergency call out will be received and assessed by the Association on the next working day and any necessary follow up action will be taken.

6.4 Right to Repair (RTR)

- (i) In accordance with the Housing (Scotland) Act 2001, all Scottish Secure tenants have the right to have a small number of urgent repairs (up to the value of £350), carried out by the Association within a given timescale. This is called the Right to Repair scheme. Where a 'qualifying repair' has not started within the given timescale, tenants may contact a second contractor (named by the Association), or where the work has started but not been completed within the maximum time, the tenant may be entitled to compensation.
- (ii) The RTR timescales, list of qualifying repairs, conditions under which they can be used and compensation paid are as laid down in statute. They ~~and~~ are also fully detailed in the Association's Right to Repair Policy, a copy of which is available on request and also on our website.
- (iii) Tenants are given details of the RTR at the tenancy sign-up, regularly in the Association's Newsletter, when they report a qualifying repair and also via the Policy which is on our website..

6.5 Non-emergency Repairs

- (i) These cover all other types of repair not classed as an emergency or right to repair.
- (ii) Information on how to report all reactive repairs is detailed at sign-up for all new tenants, in the Tenants Handbook and the Association's website, and are as follows:-
- by telephone
 - in person
 - in writing
 - via the emergency call out service.
 - by email
 - via the Association's website, or
 - directly to the Contractor (This is only where specific contracts have been established, i.e. Out of Hours Emergency Repairs or gas repairs only).
- (iii) The Maintenance Assistants/Officer will be the first to receive all repair calls, via a dedicated repairs phone-line. However any member of PS Staff will be expected to accept repair requests from tenants, factored owners or their representatives and/or report repairs that come to their attention, in the absence of the maintenance staff.
- (iv) The Maintenance Assistants will categorise all repairs, arrange a pre-inspection if required and pass the job onto an appropriate contractor, advising the contractor of the required completion date, access arrangements and any other issues of note.
- (v) Staff should make themselves aware of the needs of the more vulnerable members of the community and of those with special needs. Staff must also

make contractors aware of these tenants needs, where appropriate and liaise with the relevant support agencies when arranging to carry out repairs.

- (vi) Pre-inspections may be carried out to ensure that repair requests received are accurate and jobs are categorised appropriately.
- (vii) Pre-inspections will generally be carried out by the Maintenance Officer. In their absence and/or where the inspection is of an urgent or non-technical nature, any member of the PS team may assist.
- (viii) Post inspections may also be carried out to ensure quality of work and satisfaction.
- (ix) Tenants will receive a receipt of any repair reported (after pre-inspection where such inspections are carried out). This will detail the nature of the repair, the contractor's name, access arrangements and target completion date.
- (x) If for any reason, the works cannot be completed within the specified time-scale, e.g. due to additional materials requiring to be ordered, the contractor must notify the Association, who in turn, must keep the tenant informed of the reason for the delay and make suitable arrangements to revisit and complete the works.
- (xi) Staff must also ensure the SDM system is updated with this information.
- (xii) In addition to the above targets, the Association will also monitor whether repairs are completed right first time, as defined by the ARC (Annual Reporting on the Charter), i.e. the Social Housing Charter as defined by the Scottish Housing Regulator.
- (xiii) Additional information e.g. arrangements for holiday cover or other office closure, will be reported in the Association's newsletter, the office answering-machine and by other means as appropriate.
- (xiv) Property Manuals will also be provided for the first let of new build properties to provide information on how to operate central-heating systems, where to locate meters, stopcocks, etc. within the property.

7. CYCLICAL MAINTENANCE

- 7.1 A planned programme of cyclical maintenance including regular inspection, repair and replacement will be developed and implemented to ensure component parts or installations are functioning properly and extend or protect such components or installations from wear and tear.
- 7.2 Sample surveys of certain components and recognised defects will be carried out where appropriate, to inform the Association of required works.
- 7.3 Preventative inspection and maintenance of specific elements that are the responsibility of the Association will be carried out regularly, e.g. Annual Gas Safety Inspections, 5 Yearly Electrical Inspections, Annual Roof Anchor Testing, Gutter-cleaning, Roof inspections and painting of external buildings and internal closes.

8. PLANNED MAINTENANCE

- 8.1 Planned maintenance and major repairs consists of the systematic renewal of major components of the building fabric and fixtures due to deterioration, failure, or where these have reached the end of their useful life, e.g. roofs, kitchen units, boilers, bathroom suites, windows, doors, etc.
- 8.2 The Association will develop a programme of planned maintenance and component based life cycle renewals, which will continually be updated via ongoing stock condition surveys. In accordance with the Life Cycle Costing exercise, the Association will monitor and revise as necessary the Annual Sinking Fund Contribution for all schemes and the theoretical cumulative fund against actual reserves. Future schemes will be added to the programme and revised calculations produced as necessary.
- 8.3 The Association will also strive to ensure our stock continues to meet the Scottish Housing Quality Standard (SHQS) and will endeavour to address and remedy any identified components due for replacement but in abeyance due to tenant refusal.
- 8.4 The Association is also keen to help address the Scottish Government's national target of reducing the impact of fuel poverty and we will therefore strive to meet the Energy Efficiency Standard for Social Housing Post 2020 (EESH 2).
- 8.5 The Association is further committed to working with partner agencies, factored owners and other owner occupiers within our area of management, to ensure that the stock and neighbourhood as a whole, maintains its value and contributes to the long term sustainability and viability of the Association as a landlord.

9. OTHER REPAIRS AND MAINTENANCE WORKS

- 9.1 There are a number of other repairs and maintenance works categories that do not fall within the 3 main headings, as listed below.

9.2 Void Repairs

- (i) The Association will strive to ensure that repairs to void properties are carried out promptly in order to minimise re-letting periods and resultant rent loss. The target completion time for standard void repairs is 5 working days. However, where major replacement works are included to bring the property up to the standard of adjacent housing stock, this should be completed at the earliest opportunity where practicable, to minimise the rental loss.
- (ii) Minimum lettable standards for void properties are detailed in the Void Management Policy. The Association may also provide certain lettings incentives where properties are considered difficult to let, at the discretion of the PSOs / SPSO.
- (iii) The following repairs are carried out as a minimum:-
- Electrical safety check
 - Lock change, window safety check and general joinery checks
 - Gas safety check
 - Asbestos sampling (where appropriate)

- EPC (Energy Performance Certificate), where appropriate
 - Legionella check of water storage tanks, shower heads, flushing taps, etc.
- (iv) All void works will generally be completed before the property is let, but tenants will be informed at the tenancy sign-up of any outstanding work, e.g. new kitchen or window installations due to be carried out in the property at a later stage.

9.3 Medical Adaptations

- (i) These are permanent alterations identified and recommended by the Local Authority Social Services Department, e.g. a level-access shower, wet floor or ramped access. These will only be undertaken by the Association where a specialist assessment has been carried out by an Occupational Therapist or other medical professional and a formal referral received, detailing the specific requirements of their client. (Temporary adaptations that are removable or can be re-deployed when no longer required, e.g. an internal chair lift will generally be provided by Social Work, rather than the Association).
- (ii) These are classified as Stage 3 Adaptations. Budget funding for such work to the Association's original stock will be sought annually from Glasgow City Council (GCC) through the Strategy and Development Funding Plan submission, co-ordinated by the PSM. Spend will be monitored to ensure it does not exceed the grant total. If further referrals are received, additional funding may be sought but is not always available.
- (iii) As per the requirements of the second-stage transfer agreement with GCC, the Association will make an annual budget provision to undertake adaptation work to transfer stock properties on receipt of a formal referral from an Occupational Therapist or other medical professional. The maximum annual spend on this stock will not exceed that of the annual funding allocation provided by GCC for the original Calvay stock.
- (iv) The Association will review referrals to ensure that adaptations are relevant and practicable to for both the tenant and the property prior to any adaptation being carried out. In some cases the consideration of alternative housing may be required as a more appropriate option.

9.4 Rechargeable Repairs

- (i) Repairs will arise that are the responsibility of the tenant, as outlined in the tenancy agreement. Association staff will consider whether it is reasonable to hold the tenant responsible and will advise the tenant accordingly. In cases where the repair is insurable, an excess only charge would be due from the tenant.
- (ii) The Association may recharge tenants for the cost of any repairs that arise as a result of vandalism, neglect or wilful destruction caused by them, members of their household or visitors to their home.
- (iii) The Association may recharge tenants where they have used the emergency call-out service for repairs that were not actually emergencies or the landlord's responsibility.

- (iv) Where a tenant fails to give access for repairs to be carried out, despite having agreed to do so, they may be recharged for any abortive call out charge levied on the Association.
- (v) Where a tenant carries out alterations or improvements without the Association's permission that does not meet the approved standards, they may be asked to return the property to its original condition or be recharged for the relevant cost to do so.
- (vi) Insurance excesses may also be recharged along with any other tenant's repair responsibilities that the Association feels it necessary to undertake e.g. to enable the Association to fulfil its Health and Safety obligations.

9.5 Insurance

- (i) 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. excessive water leaks, storm damage, fire damage, etc.
- (ii) Each incident will be assessed by the Maintenance Officer / Senior PSO and agreed with the PS Manager to determine whether the matter is an insurable repair, or if there is doubt, the matter will be referred to the insurance broker / loss adjuster.
- (iii) 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 and any other associated costs, less the policy excess.
- (iv) Where a factored owner is covered by the Association's common insurance policy and has an insurable event within their property i.e. not in the common area, they must make their claim via the Association as policy holder, to ensure the Association is kept up to date with the outcome of the claim and relevant costs against the policy.

9.6 Services

- (i) In addition to carrying out general repairs and maintenance, the Association also provides additional services to ensure the common areas and the neighbourhood as a whole, looks good and is well maintained.
- (ii) Examples of services provided are:- close-cleaning, grass-cutting, tree-pruning, litter picking, bin store maintenance, bulk uplift and disposal for tenement properties only and general landscape maintenance of common areas, as well as communal electricity supplies and property lighting maintenance in our tenement properties.

10. PROCUREMENT OF WORKS

- 10.1 All works covered by this Policy will be procured in accordance with the Contractor Selection Policy, the Tendering Policy and Financial Controls set by the Association.

10.2 Funding Repairs

- (i) The repairs budget will be mainly funded from rental income and calculated with reference to historical costs, future expectations and inflation rates, including overheads, administration costs and approved levels of allowances.
- (ii) Service charges may also be applied for additional services, where appropriate.
- (iii) The Association will always aim to ensure that overheads are kept to a minimum.
- (iv) A sinking fund will be maintained at all times in relation to the life cycle costings and funding assistance from appropriate sources will be sought wherever possible.
- (v) The Management Committee will approve the annual maintenance budgets, following recommendations by the Finance Agent, PS Manager and Director.
- (vi) The Association is committed to achieving value for money across all aspects of its maintenance service and will hold separate annual budgets for reactive, cyclical and planned maintenance and regularly monitor actual spend against budget.
- (vii) Quarterly reports will be presented to both the Operations Sub-Committee and the Management Committee by the PS Manager and the Finance Agent, respectively. The latter will compare actual expenditure against budgeted costs, and detail any unusually high expenditure or underspend in any particular area, while the former will drill down to more specific expenditure within the reactive maintenance budget and comment on spending within cyclical, major repairs and services, as well as Stage 3 Adaptations, contractors' performance and tenants' satisfaction with the overall repairs service.
- (viii) A mid-year review will generally be carried out and any corrective action will be implemented as necessary to highlight any over or underspend and bring this within approved levels by the year end.

10.3 Delegated Powers and Standing Orders

- (i) While overall control of the (PS) function rests with the Management Committee, delegated authority has been passed to the Operations Sub-Committee, the specific remit of which is detailed in the Association's Standing Orders.
- (ii) Responsibility for the day to day administration of the repairs service is delegated to staff members, as noted below.
 - The Maintenance Assistants will act as the first point of contact via the dedicated Maintenance Repairs phone-line.
 - The Maintenance Officer will liaise with the Maintenance Assistants in regard to pre and post inspections and associated repairs, while providing technical guidance as required.
 - All Maintenance staff will also liaise with the Factoring Assistant in relation to common repairs, rechargeable repairs, contract works and services.

- The Housing Officers and Senior PS Officer will also liaise with the maintenance staff in regard to void works and general tenancy issues, including access and will provide advice and assistance and accompany the Maintenance Officer on joint visits, as required.
 - The PS Manager will oversee all maintenance functions, including budget allocations and respective spend, contract works and services and all delegated authorities.
- (iii) All work will be instructed and authorised in accordance with the detail set out in the Association's Standing Orders, as agreed by the Management Committee and which establishes clear delegations of responsibility for authorisation of work. Individual PS staff members' financial delegation limits for budgeted expenditure is detailed at Appendix 4.

10.4 Tendering and Selection of Contractors

- (i) The legislative framework in which RSL's must procure works, supplies and services has come about as a result of the EU procurement directives being introduced into Scots Law. The main procurement regulations under which RSL's now operate are the Public Contracts (Scotland) Regulations 2015, the Procurement (Scotland reform Act 2014 and the Procurement (Scotland) regulations 2016. The Association will determine the form and means of publication proportionately, taking into account the value of the contract and the extent to which it is likely to be of interest to contractors.
- (ii) The Association will establish long-term contracts wherever practical, to enable real cost savings via economies of scale and reduce procurement costs associated with the drafting of documentation, advertising, tendering and consultancy costs. The Association will also develop effective partnering arrangements where appropriate.
- (iii) The Association will also utilise a Reactive Maintenance Contractors' Framework for non-tendered reactive repairs, which will be fully reviewed bi-annually, with an annual review of continued commitment, cost, contact details, insurance, etc. to ensure contractors' rates remain competitive and high levels of performance are maintained.
- (iv) PS staff will ensure all invoices received are checked for accuracy and comparisons made of contractors' costs for similar jobs, to direct the distribution of future jobs.
- (v) The Association will ensure that Contractors offer tenants and service users, suitable and convenient access arrangements wherever practicable.
- (vi) Any contractor failing to meet the required standard in terms of quality, time, conduct or cost will be brought to the attention of the Property Services Officer/Manager for follow-up and if performance does not improve to the satisfaction of the Association, the Contractor may be removed from the Framework. Any contractor removed from the Framework will be notified in writing and will have a right of appeal initially to the Director, with final recourse to the Management Committee.

- (vii) The Association will seek to ensure that all tendered works and non-tendered works are awarded on the basis of the most economically advantageous and in accordance with our Tendering and Contractor Selection Policies.

11. MONITORING PERFORMANCE

- 11.1 The Association will continually assess all aspects of our repairs service and regularly compare outcomes against targets and good practice initiatives displayed elsewhere.
- 11.2 All contractors will be closely monitored in the areas of quality, response times, and compliance with the Association's administration, health and safety procedures, equal opportunities and conditions of contract, including courtesy to tenants and staff.
- 11.3 The Association will aim to pre and post inspect around 20% of all repairs where reasonably practical, to ensure quality of work and tenants' satisfaction meets the standard required by the Association
- 11.4 Tenants levels of satisfaction with the maintenance service will be sought in a variety of ways and used to inform future service delivery, e.g. individual repair satisfaction surveys, independent tenants' satisfaction surveys, new tenants' visits, post inspections and evaluation of complaints received, etc.
- 11.5 Quarterly reports will be presented to the Operations Sub-Committee on all aspects of the maintenance service to demonstrate performance against objectives, as well as quarterly KPI statistics which will be presented to the Management Committee.
- 11.6 Committee will also receive quarterly reports on the actual spend against budget, together with all performance outcomes against ARC indicators as determined (and from time to time reviewed) by the Scottish Housing Regulator.
- 11.7 The Association will participate in regular benchmarking with other organisations, e.g. SHN (Scottish Housing Network), which also provide good practice forums and workshops to which the PS staff will attend and participate.
- 11.8 PS Staff also attend SDM User Group Forums as arranged, which facilitates joint-working among various housing associations, good practice exchanges and constructive networking.
- 11.9 The Association also commissions independent auditors to conduct annual reviews of our policies and procedures, to highlight our strengths and weaknesses and provide assurances to the Management Committee that our procedures are up to date, there is clear instruction on measures to be taken, targets set and reporting mechanisms.

12. QUALITY CONTROL

- 12.1 Various measures will be utilised to ensure that value for money and customer satisfaction is being achieved across all aspects of the Repairs and Maintenance service.
- 12.2 A selection of pre and post inspections will be carried out as undernoted:-
- Reactive repairs – pre-and post to ensure satisfactory standards (20%)

- new contractors – to ensure satisfactory standard achieved (20%)
- void work and medical adaptations - to ensure all completed satisfactorily (100%)
- recalled jobs or work subject to a complaint – to ensure all resolved (100%)

12.3 The Association will also instruct an independent 10% sample of all certificated gas safety inspections, annual services and follow on works to ensure compliance with legislative requirements.

12.4 The Association will also instruct routine inspections for measured contracts related to major repairs or services, such as window installations or landscape maintenance, to ensure payments are only authorised for works completed to a satisfactory standard. These inspections may be carried out by the Maintenance Officer or by independent consultants or clerk of works, suitably qualified in specific areas of work.

13. HEALTH AND SAFETY

13.1 The Association will have arrangements in place to address the requirements of health and safety legislation.

13.2 All contractors will be required to provide copies of their health and safety policy statements and confirm that they comply with the Health and Safety at Work Act 1974 and any further amendments and orders thereof requirements and carry out all appropriate staff training. Where work is carried out on gas appliances or installation, contractors must comply with the Gas Safety (Installation and Use) Regulations 1994 and any subsequent amendments. Similarly all new electrical installations must comply with the 17th Edition Wiring Regulations.

13.3 All contractors will also be required to provide the Association with a copy of their insurance policies to confirm valid public and employers' liability insurance that is adequate to cover any liabilities that may arise from the execution of their works, i.e. minimum indemnity from any one incident of £1,000,000.

13.4 The Association will have in place an Asbestos Management Risk Register and Management Plan, which will be regularly reviewed and updated in order to protect tenants, staff and contractors from exposure to asbestos containing materials. All contractors must ensure they are familiar with current legislation relating to the management of ACMs and that they have a clear understanding and agreement with Calvay's Asbestos Policy and Procedures.

13.5 A copy of the Association's Point of Work Assessment Form must be completed and returned to the Association for all reactive works done, to ensure all contractors comply with the Construction (Design & Management) Regulations 2015.

14. TENANTS' ALTERATIONS AND IMPROVEMENTS

14.1 The Housing (Scotland) Act 2001 states that any tenant wishing to make an alteration or improvement to their property must firstly obtain the Association's approval in writing and that such permission must not be unreasonably withheld.

14.2 The Act also allows for a Right to Compensation for Improvements for certain categories of works as indicated in statute, when the tenancy is terminated, providing the tenant has requested permission from the Association, in writing.

14.3 Requests for Permission to Carry out Alterations and Improvements

- (i) The Association fully supports any tenants who wish to carry out alterations or improvements to their homes. The Association will endeavour to work with tenants to achieve the alteration in their home and may apply certain conditions or guidance to ensure works are done to an acceptable standard, while recognising that in some cases alterations may not always be feasible.
- (ii) The Association will approve alterations that do not compromise the fabric of the building, but will not normally approve alterations that require planning consents or those that may impact on health or safety, or cause disturbance to others. Certain conditions may be applied in respect of reinstatement or removal at the end of tenancies and in regard to the works being carried out by bona fide contractors.
- (iii) Tenants will be advised of their rights in this regard, at the tenancy sign-up, via the Tenants Handbook and the Associations website and via reminders in our newsletter.

14.4 Statutory Right to Compensation for Improvements

- (i) Certain improvement 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 the Association's written approval for the alteration works in advance, to hold all receipts for the completed work and to contact the Association regarding the scheme within 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, if applicable.
- (ii) As with the Right to Repair, tenants will be given details of the Right to Compensation at the tenancy sign-up and whenever they apply for permission to carry out any qualifying alterations or improvements.

15. TENANT CONSULTATION AND PARTICIPATION

- 15.1 The Association is committed to tenant participation and will make every effort to consult and include tenants in decisions affecting the repairs service.
- 15.2 Tenants' views and levels of satisfaction with the repairs service will be sought on a regular basis and will be taken into account and used to inform any future changes in service delivery.
- 15.3 The Association is also committed to responding to the challenge of evidencing compliance with the Scottish Social Housing Charter outcomes through a process of self-assessment, consultation with and participation from tenants.

16. EQUAL OPPORTUNITIES POLICY

- 16.1 All contractors will be required to accept the Association's Equal Opportunities policy or to have developed policies of their own which are acceptable to the Association.

- 16.2 The Association will have regard to its Equal Opportunities policy in all aspects of the provision of its maintenance service and will advertise any procurement opportunities appropriately to actively encourage competition and attract applications to tender from all sectors of the community.

17. CONFIDENTIALITY AND DATA PROTECTION

- 17.1 The Association will ensure that we meet the requirements of the General Data Protection Regulations 2018. All information provided by contractors in relation to this policy will be treated with the strictest of confidence and will not be disclosed to any third party without the express permission of the contractor concerned.
- 17.2 The Association also requires all contractors to comply with the principles of the General Data Protection Regulations 2018 and any amendments thereof and to the principles of confidentiality.
- 17.3 Contractors will be provided with general and confidential information which should be used for the sole purposes of the work authorised by the Association and should not be divulged to any other party. Further details are provided in the Conditions of Contract and GDPR Addendum that must be signed and adhered to by all contractors carrying out work on the Association's behalf.

18. FREEDOM OF INFORMATION SCOTLAND ACT (FOISA)

- 18.1 Where the Association is required under FOISA to provide information regarding contracts, the contractor is deemed to have specifically authorised us to disclose such information, where appropriate. In such cases, the Association will notify the contractor in the first instance, as a matter of courtesy.

19. FRAUD AND ANTI-BRIBERY POLICY

- 19.1 All contractual agreements with the Association contain the provision prohibiting fraudulent or corruptive acts. All contractors must be in good standing and subject to screening by the Association in line with our Procurement Policies.
- 19.2 The Association expects staff to be alert to the potential for fraud or bribery in areas where they operate and report any concerns to the Property Services Manager or Director, e.g. claims for payment of maintenance works that haven't been completed, don't exist, are exaggerated or excessive; or the offering, giving, soliciting or accepting an inducement or reward that may influence the actions taken by the Association's staff.
- 19.3 Our Internal Auditors also have a role to play in preventing and detecting fraud.

20. REGULATORY STANDARDS OF GOVERNANCE

- 20.1 Calway Housing Association must comply with the Regulatory Standards of Governance and Financial Management as laid down by the Scottish Housing Regulator and will use these standards and guidance to assess, confirm and improve their governance and financial management policies and practice and be accountable to their tenants and other service users.

- 20.2 Contractors will be required to declare any personal or business interest with members of staff or of the Management Committee, employees or their close family. Any declared interest will not necessarily result in exclusion from the Reactive Maintenance Contractors Framework, or from any specific contract works, but failure to declare information which is later discovered may lead to their removal.

21. THE ROLE OF COMMITTEE

- 21.1 The role of Committee in regard to the maintenance service will be to:-
- (i) consider and review the policy and procedures
 - (ii) monitor and review targets and response times
 - (iii) monitor budgets against actual spend
 - (iv) monitor complaints in accordance with the Complaints Policy

22. COMPLAINTS

- 22.1 Anyone who is dissatisfied with the operation of the Maintenance Service may make a formal complaint to the Association via the Complaints Policy, copies of which are available from the Association's offices or to view or download from our website.
- 22.2 Any who remains dissatisfied after following the Association's Complaints Policy will have final recourse to the Scottish Public Services Ombudsman, or in the case of factored owners, the FTT (First Tier Tribunal), (as noted in our complaints procedure), for which details are also available from the Association's offices and also on our website.

NB. For factored owners, these details are also noted in their Written Statement of Service.

23. POLICY REVIEW

- 23.1 This Policy and related procedures will be reviewed three years from the date of approval, or earlier should the need arise to reflect changing circumstances or changes in legislation or good practice standards.

CROSS REFERENCE TO OTHER POLICIES

Standing Orders
Scottish Secure Tenancy Agreement
Tenants Handbook
Factoring Policy and Code of Conduct
Void Management Policy
Rechargeable Repairs policy
Right to Repair Policy
Right to Compensation for Improvements Policy
Contractors Selection Policy
Tendering Policy
Conditions of Contract
Asbestos Policy and Management Plan
Legionella Policy
Life Cycle Costs
Asset Management Strategy
Tenant Participation Policy
Equal Opportunities Policy
Health and Safety Policy
Complaints Policy
Data Protection Policy
Addendum for Contractors
Freedom of Information Policy

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 (and any subsequent amendments)

- Construction (Design and Management) Regulations 2015
- Control of Asbestos Regulations 2012

Gas Safety (Installation and Use) Regulations 1998

IEE Regulations 17th Edition (and subsequent amendments)

Scottish Housing Quality Standard

Energy Efficiency Standard for Social Housing Technical Guidance

Fire Safety (Scotland) Regulations 2006 (and any subsequent amendments)

General Data Protection Regulation 2016 (GDPR)

Freedom of Information (Scotland) Act 2002 (FOISA) and related legislation,

Environmental Information Regulations (Scotland) Act 2004

General Data Protection Regulation and the Data Protection Act 2018.

EXTRACT FROM ORIGINAL SCOTTISH SECURE TENANCY AGREEMENT

LANDLORDS RESPONSIBILITIES

(PRE- HOUSING (SCOTLAND) ACT 2014

5. REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS

Repairs and maintenance: our responsibilities and rights

- 5.1 In this Agreement, the words "repair" and "repairs" 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 the 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 keep the house in a condition which is habitable, wind and watertight and in all 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. We will repair any damage to boundary walls and fences within a reasonable period if the damage significantly affects your use of the common parts of your house or if it poses a danger to any user. 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 (this does not include the clearance of

blockages caused by the tenants' negligence)

- the roof
- outside walls, outside doors, window sills, 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)
- Chimneys, chimney stack and flues (but not including sweeping)
- Pathways, steps or other means of access
- Plasterwork
- Integral garages and stores
- Boundary walls and fences

All repairs will be carried out by ourselves within a reasonable period of us becoming aware of the need for same.

5.9 **Installations**

The Association will keep in repair and proper working order any installation 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, water tanks,
- electric wiring, fireplaces, fitted fires and central heating installations, door entry systems, T.V aerials and extractor fans.
- Installations include those which 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 which 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 which you would be entitled to remove from the house at the end of the tenancy unless we have specifically agreed.
- 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 of the tenancy.
- 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.

5.10 Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully, accidentally 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
- vandals (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, 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 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 losses. 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 extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay.

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

APPENDIX 4

EXTRACT FROM RE-MODELLED SCOTTISH SECURE TENANCY AGREEMENT

LANDLORDS RESPONSIBILITIES

(POST HOUSING (SCOTLAND) ACT 2014 – IMPLEMENTED FOR NEW TENANTS FROM 2019

5. REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS

REPAIRS AND MAINTENANCE: OUR RESPONSIBILITIES AND RIGHTS

- 5.1 *In this Agreement, the words “repair” and “repairs” 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 the 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 keep the house in a condition which is *habitable*, wind and watertight and in all 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. We will repair any damage to boundary walls and fences within a reasonable period if the damage significantly affects your use of the common parts of your house or if it poses a danger to any user. 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. We will provide and maintain the house so that any tenant who we might reasonably expect to live in the house can heat the house to a reasonable temperature at a reasonable cost, so as to avoid condensation dampness and mould. If during the tenancy, the house suffers from condensation dampness which is partially or wholly caused by a deficiency in, or absence of, any feature of the house (including insulation, provision for heating or*

ventilation), and if it is not caused by the tenant inadequately heating or ventilating the house we will carry out repairs (including, where appropriate, replacement, addition or provision of insulation, ventilation or heating systems) within a reasonable time so that that feature is not a cause of the condensation dampness.

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;**
- **keep in repair and in proper working order, any installations in the house provided by us for:**
 - **the supply of water, gas and electricity;**
 - **sanitation (for example basins, sinks, baths, showers, toilets);**
 - **hot water heating;**
 - **space heating (for example central heating) including fireplaces, flues and chimneys.**

INSTALLATIONS

- **Installations include those which 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 which 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 which you would be entitled to remove from the house at the end of the tenancy unless we have specifically agreed.**
- 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 of the tenancy;
- 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 the Water Bye-Laws in force in your area. 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 wilfully, accidentally 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;*
 - **vandals** (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, 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 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 losses. 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 extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay.
- 5.15 *Our duties to repair contained in this part of the Agreement continue until this Agreement comes to an end.*

EXTRACT FROM ORIGINAL SCOTTISH SECURE TENANCY AGREEMENT

TENANTS' RESPONSIBILITIES

(PRE- HOUSING (SCOTLAND) ACT 2014

Repairs and maintenance: YOUR 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 our 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.

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. However, you are not responsible for carrying out repairs, which are due to fair wear and tear. The Tenant shall be responsible (except in certain circumstances at the Association's discretion) for the following:-

1. Damage to glass
2. Damage to sink or sanitary ware
3. Fitting/renewing tap washers, plugs or chains
4. Fitting/renewing internal door handles
5. Replacing lost or broken keys and any cost incurred through forcing entry through lost keys
6. Replacing batteries for smoke detectors.

You are not permitted to carry out repairs or decoration, which prejudice the health and safety of anyone living at or in the vicinity of the house or anyone visiting the house or in the vicinity. If you are in doubt as to what work could be constituted such a risk, you should contact us for further advice.

5.18 Reporting Repairs

The Tenant shall report promptly to the Association any disrepair or defect in the house or in the common parts for which the Association is responsible, and in addition shall report promptly to the Police any damage to the house or common parts caused by, or likely to have been caused by, a criminal act.

5.19 Emergencies

The tenant will take all reasonable steps to ensure that the Association is notified immediately of emergencies, including those involving the supply of water, and to ensure that, where necessary, access can be gained by the Association's representatives.

5.20 Cold weather

The Tenant will take reasonable care to ensure that water pipes do not freeze. In the event of being absent from the Property, the Association should be informed and the Tenant should ensure that the internal water supply is turned off and pipes, tanks etc. are drained.

Further information about repairs and maintenance is contained in the Tenants Handbook.

- 5.21 You have a right to have certain small repairs carried out within fixed time limits and instruct contractors specified by us if they are not done within those time limits. You may also have a right to compensation in the case of delay. We will tell you when you report the need for a repair whether that repair is one covered by this scheme.
- 5.22 If we have failed to carry out repairs that we should under this Agreement, you have the right to carry out the repairs yourself and deduct the reasonable cost of doing so from your rent. However, you may only do so if:
- you have notified us in writing about the need for the repairs; AND
 - we have not done those repairs within a reasonable period; AND
 - you have made a formal complaint under our complaints procedure (see paragraph 8.1); AND
 - you have finished the complaints procedure and you are still dissatisfied; OR 3 months have passed since you made the formal complaint under the complaints procedure.

YOU ARE STRONGLY ADVISED TO TAKE LEGAL ADVICE BEFORE EXERCISING YOUR RIGHT UNDER THIS PARAGRAPH. YOUR HOME IS AT RISK IF YOU WRONGLY EXERCISE THIS RIGHT. All repair work instructed by you must be done by a reputable firm and must conform to all current legislation.

- 5.23 You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft, accident, etc.

Alterations and improvements

- 5.24 If you want to:
- alter, improve or enlarge the house, fittings or fixtures;
 - add new fittings or fixtures (for example kitchen or bathroom installations, central heating or other fixed heaters, double glazing, or any kind of external aerial or satellite dish);
 - put up a garage, shed or other structure;
 - decorate the outside of the house;
- you must first get our written permission. We will not refuse permission unreasonably. We may grant permission with conditions including conditions regarding the standard of the work. See paragraph 9.3 for more details about the procedure.
- 5.25 If you have made alterations or improvements with our permission, you may be entitled to compensation at the end of your tenancy under regulations governing such arrangements. We also have the power, even if you do not qualify under these regulations, to make a discretionary payment.
- 5.26 If you carry out any alterations or improvements without our permission we are entitled to restore the house to its previous condition during or at the end of your tenancy. If we do so, we are entitled to charge you for this work.

APPENDIX 6

EXTRACT FROM RE-MODELLED SCOTTISH SECURE TENANCY AGREEMENT

TENANTS' RESPONSIBILITIES

(POST HOUSING (SCOTLAND) ACT 2014 – IMPLEMENTED FOR NEW TENANTS FROM 2019

REPAIRS AND MAINTENANCE: YOUR RESPONSIBILITIES

5.16 *Reporting Repairs*

The Tenant shall report promptly to the Association any disrepair or defect in the house or in the common parts for which the Association is responsible, and in addition shall report promptly to the Police any damage to the house or common parts caused by, or likely to have been caused by, a criminal act. You can do this in person or by telephone.

5.17 *Emergencies*

The Tenant will take all reasonable steps to ensure that the Association is notified immediately of emergencies, including those involving the supply of water, and to ensure that, where necessary, access can be gained by the Association's representatives.

5.18 *Cold Weather*

The Tenant will take reasonable care to ensure that water pipes do not freeze. In the event of being absent from the Property, the Association should be informed and the Tenant should ensure that the internal water supply is turned off and pipes, tanks etc are drained.

5.19 *Access*

You must provide access to the Association to carry out any repairs any necessary health and safety inspections, for example annual gas servicing.

5.20 *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. However, you are not responsible for carrying out repairs which are due to fair wear and tear.*

5.21 **You have a right to have certain small repairs carried out within fixed time limits and instruct contractors specified by us if they are not done within those time limits. You may also have a right to compensation in the case of delay. We will tell you when you report the need for a repair whether that repair is one covered by this scheme.**

5.22 *If we have failed to carry out repairs that we should under this Agreement, you have the right to carry out the repairs yourself and deduct the reasonable cost of doing so from your rent. However, you may only do so if:*

- you have notified us in writing about the need for the repairs; AND we have not done those repairs within a reasonable period; AND

- you have made a formal complaint under our complaints procedure (see paragraph 9.1); AND
- you have finished the complaints procedure and you are still dissatisfied, OR 3 months have passed since you made the formal complaint under the complaints procedure.

You Are Strongly Advised To Take Legal Advice Before Exercising Your Right Under This Paragraph. Your Home Is At Risk If You Wrongly Exercise This Right. All repair work instructed by you must be done by a reputable firm and must conform to all current legislation.

5.23 We will maintain comprehensive building insurance, but we are not responsible for the arrangement of contents insurance cover. You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft, accident, etc. We are not responsible for the arrangement of your Contents Insurance Cover.

APPENDIX 7

FINANCIAL DELEGATION LIMITS FOR BUDGETED EXPENDITURE

Introduction

1. This part of the Standing Orders sets out the financial limits that apply when financial commitments are being made on behalf of the Association.
2. In addition, the Association's Scheme of Delegated Authority describes what decisions have been reserved to the Management Committee and sub committees, and what decisions have been delegated by the Management Committee to staff.

Expenditure in excess of the Association's approved annual budget

3. The limits described in these procedures apply to **budgeted expenditure only**.
4. If an item of expenditure will cause the Association to exceed the overall approved budget, the Management Committee's approval is needed. If this happens, the Director or Property Services Manager have authority (with the agreement of the Chair) to approve expenditure in excess of the budget, until such time as Committee approval is obtained.

Key principles

5. The procedures are based on the principle that payments will always be authorised by the Finance Section, before they issue a cheque or make an internet payment.
6. Before that, payments need to be approved by a staff member with authority to do this.
7. To promote good internal controls, the attached procedures require that some types of payment claims should be counter-signed by another member of staff, if the expenditure has been committed and the payment approved by the same member of staff.

Absence of staff members

8. In the absence of a member of staff to whom financial authority has been delegated, their authority shall be exercised by a more senior member of staff. In the Director's absence, the Property Services manager will exercise any powers normally delegated to the Director.

Please see table below:-

FINANCIAL LIMITS

Day to Day Repairs and Maintenance Contracts Expenditure

Financial Limit (based on actual/ estimated cost)	Commitment of expenditure	Approval of Payment Claim/Invoice	Approval of Payment Counter- signed by
<£1000	PSAM/ PSOM	PSAM/PSOM/PS Manager	PSOM/PS Manager
£1000-5,000(Note 1) (at least one written estimate required, or other evidence of value for money)	PSOM	PSAM/PSOM/PS Manager	PSOM, PS Manager
£5,000-20,000 (Note 1) (at least one written estimate required, or other evidence of value for money)	PS Manager	PSOM	PS Manager
>£20,000 (Note 2) (tenders normally required)	Operations Sub Committee	PS Manager	Director
Additional contract expenditure after tender acceptance (>£50,000) < 10% add on	PS Manager	PS Manager	Director
Additional contract expenditure after tender acceptance > 10% add on	Operations Sub Committee/Mgt Committee	PS Manager	Director

Notes to the Table

(Note 1) Limits apply only to ordinary day to day repairs expenditure. Replacement of major items such as boilers, bathroom suites, etc. must be approved by the Property Services Officer (Maintenance) / Property Services Manager.

(Note 2) All references in these procedures to Management Committee or sub-committee approval relate to the initial decision about contract acceptance or expenditure commitment. Approval of subsequent payment claims is fully delegated to staff, provided payments are consistent with the terms of the committee approval.