



Govanhill
HOUSING ASSOCIATION

Repairs and Maintenance Policy

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If you have difficulty with sight, or if you require a translated copy of this policy, we would be pleased to provide the information in a form that suits your needs.

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1. Objectives and Summary of Service Standards

Introduction

- 1.1. This Policy describes how Govanhill Housing Association will repair and maintain its houses.
- 1.2. A summary of the key features of the Policy is provided in the Association's Tenants Handbook.

Policy Objectives and Summary of Service Standards

- 1.3. The Association's objectives are:
 - To provide houses which are safe and maintained to the highest possible standards.
 - To be fully responsive to the needs and views of tenants and other customers.
 - To meet all of the Association's legal obligations and the rights which tenants have under their tenancy agreement.
 - To sustain demand for our houses, thereby contributing to the Association's wider community regeneration objectives.
 - To manage our services effectively and efficiently and take action to ensure continuous improvement in the quality of services.
- 1.4. Flowing from these objectives, the Association has developed a set of **Service Standards** for repairs and maintenance activity. These set out what Govanhill tenants and other service users should be able to expect from the Association.
- 1.5. The Service Standards are summarised in the following table, which also provides signposts to more detailed information in later sections of the Repairs and Maintenance Policy.

Service Standards Summary

Further information in the Repairs and Maintenance Policy

The Association will:

- | | |
|---|---|
| 1. Treat everyone using the service fairly, and with courtesy and respect. | Section 4, Quality of Customer Service |
| 2. Respond positively to all concerns and complaints made by tenants. | |
| 3. Inform and consult tenants on all major aspects of the service. | |
| 4. Obtain feedback from tenants about their satisfaction with the services provided, and act upon the feedback received to make improvements. | |
| 5. Enable tenants to report repairs easily, including out of office hours. | Section 5, Responsive Repairs |
| 6. Provide a quick and effective response to repair requests, ensuring that emergencies are made safe speedily and fully repaired as soon as possible. | |
| 7. Make sure that all repair works are carried out to a high standard. | |
| 8. Use the tenancy agreement as the basis for recharging any repair costs to tenants. | Section 3, Repairs Responsibilities; and Section 6, Rechargeable Repairs |
| 9. Invest in planned and cyclical maintenance, to maintain the quality of the Association's housing and the amenity of its neighbourhoods in line with the Association's Asset Strategy | Section 7, Planned Maintenance |
| 10. Ensure that adequate funding is available for repairs and maintenance services, and that best value is achieved in the Association's procurement decisions. | Section 7, Planned Maintenance; and Section 8, Procurement and Accountability |
| 11. Carry out adaptation works, wherever possible, to meet the needs of tenants with disabilities. | Section 10, Property Adaptations |

**Further information in the
Repairs and Maintenance
Policy**

12. Deal effectively with tenant requests to make alterations or improvements.

Section 9, Tenants
Alterations and
Improvements

2. Legal and Regulatory Requirements

Introduction

- 2.1. The Association will deliver repairs and maintenance services in accordance with all applicable statutory and common law obligations. It will also ensure that our maintenance service complies fully with the requirements and outcomes of The Scottish Social Housing Charter

The Scottish Social Housing Charter

- 2.2. The Charter and its outcomes do not replace any legal duties that apply to social landlords but in several cases describes the results social landlords should achieve in meeting its legal duties.
- 2.3. Specifically, in terms of Housing Quality and Maintenance, we will manage our business so that our tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) wherever possible. Where the standard cannot be met, the Association will ensure that exemptions or abeyances are in place as relevant. Properties acquired which are below the SHQS will be brought to the standard prior to letting if physically possible to do so. This investment will align with the priorities set out within the Association's Asset Strategy.
- 2.4. The Association continue to meet it thereafter and ensure that the properties we allocate to our tenants are always clean, tidy and in a good state of repair and to our Minimum Letting Standard.
- 2.5. The Association will seek to find cost-effective ways to achieve higher energy efficiency standards in our properties, to provide warmer homes to our tenants and to help meet climate change targets and comply with the Energy Efficiency Standard for Social Housing (EESH) and EESH2/Social Housing Net Zero Standard in Scotland (SHNZS) (when introduced).
- 2.6. In relation to the repair, maintenance, and improvement of our tenants' homes we will ensure that they are well maintained, with repairs and maintenance carried out when required while giving tenants and other customers reasonable choices about when the work is done.
- 2.7. The Association will ensure that it meets its statutory duties on repairs and provide a repair, maintenance and improvement service that safeguards the value of our assets while giving preferences to our tenants. This will include a clear service level statement on repair priorities and timescales, repair standards, getting repairs completed correctly first time and accessing tenant satisfaction on the quality of services which the Association provides.
- 2.8. The Scottish Housing Regulator has confirmed that "safety indicators" will be introduced to the ARC on 2025/26. The Association will ensure it meets the requirements of these additional indicators when introduced. This will include Asbestos Management, Electrical Safety, Fire Safety, Gas Safety, Lift Safety,

and Water Management together with ensuring our homes are damp & mould free.

Legal Requirements

2.9. The Association has a range of statutory, common law and contractual obligations. The most important of these obligations are summarised below.

2.10. The majority of the Association's statutory repairing obligations arise from the Housing (Scotland) Acts of 1987 and 2001. These obligations (and those arising from common law) are reflected in the Association's Scottish Secure Tenancy agreements with individual tenants.

2.11. The tenancy agreement:

- Sets out the rights and responsibilities of the landlord and tenant under a Scottish Secure Tenancy with respect to repairs and improvements. This includes a description of those repairs which are the responsibility of the Association, and those for which tenants are responsible.
- Obliges the Association to ensure that the house is kept wind and watertight and reasonably fit for human habitation.
- Enables tenants to have essential repairs done within a maximum timescale (the "Right to Repair").
- Requires the Association to inspect a house before a tenancy begins; to identify any work needed to ensure that the house is wind and watertight and fit for human habitation.
- Requires the Association to carry out any work needed to keep the house in this condition, throughout a tenancy.
- Requires tenants to obtain prior consent for any repairs or improvement works they want to carry out to the house, with a legal entitlement to compensation for such works upon termination of the tenancy.

Other statutory obligations

2.12. Other statutory obligations which are relevant to the repairs and maintenance service include the following (in no specific order and not limited to):

- **Housing (Scotland) Act 2010.** Section 31 of the Act required ministers to set standards and outcomes that all social landlords should aim to achieve when performing their housing activities. This was set out within the Scottish Social Housing Charter which came into effect from 1st April 2012.
- **European Union Directives** (as interpreted by the Scottish and UK Government) requires RSLs to advertise contracts over set threshold values advertised in the Official Journal of the European Union (OJEU).

- **Public Contracts (Scotland) Regulations 2012.** The Regulations set out how procurement as a Public Body should be managed.
- **Public Contracts and Utilities Contracts (Scotland) Amendment Regulations 2012.** The Regulations correct a errors in references to health and other bodies in Schedule 1 of the Public Contracts (Scotland) Regulations 2012.
- **The Gas Safety (Installation and Use) Regulations 1998.** The Regulations require the Association to ensure that properties with gas have had a safety inspection within the previous 12 months, and to provide the tenant with a copy of the inspection certificate. In fulfilling its duties under the Regulations, the Association will have full regard to guidance published by the Health and Safety Executive.
- **Requirements for Electrical Installations. IET Wiring Regulations Seventeenth Edition. BS7671:2008.** This is the national standard to which all domestic and industrial wiring must conform. This includes Assessment of general characteristics, protection for safety, selection and erection of equipment, special installations , inspection and testing.
- **The Electricity at Work Regulations 1989.** The regulations set out the requirements for the safe installation, use and management of Electrical Systems.
- **The Work at Height Regulations 2005 (as amended by the Work at Height (Amendment) Regulations 2007)**
- **The Construction, Design and Management Regulations 2007.** The CDM Regulations require the Association to meet prescribed health and safety requirements for some types of repair and maintenance work.
- **The Control of Asbestos at Work Regulations 2006.** The Regulations require the Association to determine the presence of asbestos in its housing stock and other premises, and to develop detailed policy and procedures for the management of asbestos.
- **The Occupiers Liability (Scotland) Act 1960.** The Act imposes a liability on landlords to take reasonable care to avoid any risk arising from the state of the premises to the health and safety of all persons entering the premises.
- **Property Factors (Scotland) Act 2011.** The Act sets out how we will provide inform our Factored Owners of the services we are providing to them and we will communicate with them in terms of our Maintenance Services.
- **Tenements (Scotland) Act 2004.** The Act sets out responsibilities of tenement owners, regardless of what their title deeds say in relation to building insurance, maintenance of the tenement. Dispute resolution, maintenance accounts and how repairs should be commissioned.

- **Housing (Scotland) Act 2006.** The Act introduced a new culture of preventative maintenance and owner responsibility with new council powers to make owners carry out regular maintenance. The Act introduced a requirement for Maintenance Plans to be put in place by common owners and created the Work Order and Maintenance Order mechanisms for Local Authorities.
- **Title Conditions (Scotland) Act 2003.** The Act introduces mechanisms for the management of common burdens and management schemes.
- **The Health and Safety at Work etc. Act 1974.** The Act sets out health and safety obligations and requirements.
- **HSE Code of Practice L8, Legionnaires' disease. The control of legionella bacteria in water systems.** L8 sets out the approved code of practice to identify and assess sources of risk, preparing a scheme to prevent or control risk, its implementation, management and monitoring precautions and record keeping.
- **Control of Substances Hazardous to Health Regulations 1999.** The regulation sets out the Association's responsibilities in the control of substances covered by the Regulations.
- **Equality Act 2010.** The Act legislates to address all inequalities and covers discrimination previously set out in the Sex Discrimination Act 1975, Race Relations Act 1976 and the Disability Discrimination Act 1995.
- **The Public Services Reform (Scotland) Act 2010.** The Act introduced simplified and standardized complaints handling procedures across the public sector.

Landlord Facilities Health, Safety & Welfare Management System Control Manual

2.13 The Association is a member of Employers in Voluntary Housing (EVH) and benefits from access to the Landlord Facilities Safety Control Manual (LFHS&C) which has been developed by ACS Physical Risk Control Ltd (ACS).

This document and manual provides additional clarity and support in relation to the undernoted Policies and specific guidance to ensure that the Association always complies with Best Practice, Legislation and Regulatory Standards.

- Asbestos in Tenancies
- Business Continuity, Emergency Preparedness and Response
- Construction Design and Management (CDM)
Cleaning and Cleanliness
- Electrical Safety
- Energy Performance Certificates
- Fire Safety in Housing Stock and Common Areas
- Furnished Premises – Safety Standards

- Gas Safety and Inspection
- Lifts Safety
- Lighting
- Plant, Equipment and PPE
- Premises Fitness and Repair
- Security
- Ventilation and Fresh Air
- Waste Management
- Water Systems and Legionella

This Management System is a live document which sits alongside the Repair & Maintenance Policy and is kept up to date with regular reviews. The Head of Development and Property Services together with Asset Manager and Senior Maintenance Officer will ensure its use in all maintenance and repair activities.

The document is the companion to the EVH Health and Safety Control Manual (HSCM) which has been utilised for many years to protect employees and visitors to our offices.

3. Repairs Responsibilities

The Association's responsibilities

- 3.1. This Association's main responsibilities for repairs and maintenance are summarised below. In the event of any dispute or uncertainty as to repairs responsibilities, the full details provided in the Tenancy Agreement always takes precedence.

The Association's general repairs responsibilities

- Any repairs or other work necessary to put the house into a state which is wind and watertight, habitable and, in all respects, reasonably fit for human habitation. This includes a duty to carry out repairs relating to water penetration, rising dampness and condensation dampness due to structural defects.
- Repairs to the common parts of our houses, for example boundary walls and fences.

As part of its duty to repair, the Association will take into account the extent to which the house falls short of the current building regulations by reason of disrepair or sanitary defects.

Repairs to the structure and exterior of the house

This includes:

- drains, gutters and external pipes (but not the clearance of blockages caused by a tenant's negligence),
- the roof,
- outside walls, outside doors, window cills, 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 stacks and flues, (but not including chimney sweeping),
- pathways, steps or other means of access,
- plasterwork,
- integral garages and stores,
- boundary walls and fences.

Installations provided by the Association.

The Association is responsible for keeping in repair and in proper working order any installations it has provided for space heating, water heating and sanitation and for the supply of water, gas and electricity including.

- basins, baths, sinks, toilets, flushing systems and waste pipes, showers, and water tanks.

- electrical wiring, fireplaces, fitted fires and central heating installations, door entry systems, communal TV aerial systems and extractor fans.

The Association is not responsible for:

- repairing any fixtures and fittings not belonging to it which make use of gas, electricity or water
- the repair or maintenance of anything installed by, or belonging to, the tenant.

The Association will inspect annually any gas installations in the house which it has provided.

The Association will be responsible for clearing choked sinks or sanitary ware, fitting/renewing tap washers, plugs or chains, internal door handles and window ironmongery where it is satisfied that these repairs are not required as a result of the tenant's neglect.

Access

Tenants are entitled to receive twenty-four hours' notice of access being required for inspection or other purposes. In case of an emergency, the Association reserves the right to gain immediate entry to the property.

To comply with the timescales for annual gas (CP12) and five yearly electrical safety (EICR) checks. The Association will force access by the due date if the tenant has not afforded access to the Association or its contractors.

Insurance

The Association will maintain comprehensive building insurance although this does not cover accidental damage.

The Association is not responsible for the arrangement of contents insurance cover.

Repairs which are the responsibility of other public service providers

Some types of repairs are the responsibility of other providers of public services: for example, repairs to adopted roads and footpaths, streetlighting repairs, and repairs to the water supply. The Association will provide residents with information about how to report repairs to other service providers. Where residents report problems in having repairs carried out, the Association may contact the responsible authorities to support the repairs requests made by residents and to safeguard its own property.

Tenant Responsibilities

- 3.2. Tenants' repairs and maintenance responsibilities are detailed in the Tenancy Agreement and are summarised below. The Tenancy Agreement takes precedence in the case of any dispute or uncertainty regarding responsibilities.

Notice of damage and/or repairs

Tenants are responsible for reporting as soon as possible any damage to the house and the common parts, including any repairs for which the Association is responsible.

Responsibility for care of the house and for repairs

Tenants are responsible for taking reasonable care of their house. This includes carrying out minor repairs and internal redecoration, as well as keeping the house in a good and clean condition.

The tenancy agreement obliges tenants to inform the Association as soon as possible of emergencies, and for taking reasonable care during cold weather that water pipes do not freeze.

Tenants are not responsible for repairs which are the result of fair wear and tear, or of vandalism by others (provided that the damage is reported to the Police and the Association as soon as possible, within 24 hours wherever possible).

Tenants' specific repairs responsibilities include:

- Damage to glass, replacing lost or broken keys and any costs incurred through forcing entry as a result of lost keys.
- Repair or replacement of items damaged through neglect or carelessness on the part of the tenant, a member of their household or a visitor.

If the Association agrees to carry out work which is the tenant's responsibility, it will re-charge the cost to the tenant (see section 6 of the Policy, on rechargeable repairs).

Access for repairs

The Tenancy Agreement requires tenants to allow access to the Association's maintenance contractors. In the case of an emergency, the Association reserves the right to gain immediate entry to the property.

Forced access will be carried out if required by the Association to comply with gas and electrical safety checks and any priority follow up repairs identified.

Abortive Call Outs

Where the tenant fails to make access available on two agreed access dates, then the repair order will be cancelled and the tenant will be responsible for any costs associated with the abortive call outs.

Insurance

Tenants are responsible for the arrangement of contents insurance cover in their home. The Association encourages all tenants to ensure that they have appropriate contents insurance and will provide advice on how to obtain low-cost insurance, if required.

Tenants are responsible for paying any Building Insurance excess where the insurance claim is the result of negligence by the tenant, a member of the household or a visitor.

Ceiling/Roof Hatches

Where appropriate, tenants are responsible for making sure that no ceiling hatch or roof hatch is removed and for ensuring that no one enters the roof space or stores any items in the roof space.

4. Quality of Customer Service

Customer Involvement

- 4.1. Govanhill Housing Association is committed to working in partnership with its tenants and other customers to encourage their participation in its activities, including the repair and maintenance of its properties. The Association's Tenant and Resident Participation Strategy describes in detail how the Association will do this.
- 4.2. The Association will consult and take on board the views of its tenants and other customers when formulating its maintenance policy and standards, reviewing its outcomes and through the monitoring of satisfaction levels for completed repairs and maintenance works.

Customer Information

- 4.3. The following information will be provided to all tenants within our Tenant's Handbook and Tenant's Health & Safety Handbook or by way of leaflets and signs within our offices. Translation services in the main community languages are available on request at our offices. As a member of Happy to Translate, we are able to provide assistance to any customer whose first language is not English and have access to 254 languages within a minute through telephone interpreting services.
 - Repairs and Maintenance Policy
 - Landlord and Tenant repair obligations
 - Repairs reporting procedures
 - Categorisation of repairs and completion time limits
 - How emergency repairs are dealt with
 - Major Repairs programme
 - Cyclical maintenance programme
 - Customer satisfaction/participation
- 4.4. The Association will always provide tenants with advance notification in writing of any works that directly affect their home (for example, cyclical painting works).
- 4.5. For larger-scale works, the Association will provide all affected tenants with information about the proposed works, and about any choices or options available to them, on a personal basis (for example through home visits or meetings with groups of tenants).

Customer Feedback

- 4.6. The Association will obtain tenant feedback about the quality of its services during repairs post-inspections. Post-inspections will be carried out for a sample of all completed responsive repairs, across all trades. As part of the post-inspection, Maintenance Inspectors will issue and collect a customer satisfaction questionnaire.
- 4.7. The Association will also obtain and assess feedback from all tenants whose homes have been included in modernisation or significant planned maintenance works (for example, for works relating to replacement of kitchens, windows, and doors).
- 4.8. Additional customer feedback will also be obtained from time to time through CX-Feedback survey package or through our contractors' satisfaction monitoring systems.

The recent survey from each tenant will be used for reporting/ARC return and tenants will not receive a satisfaction survey more regularly than every three months.

- 4.9. In line with our Tenant and Resident Participation Policy, customer satisfaction levels will be monitored through focus groups and more wide-ranging Customer Satisfaction Surveys.
- 4.10. Tenant feedback results will be regularly reviewed by service managers and staff, to identify where improvements in service delivery or management are required. Results will also be reported to:
- The Development & Property Services Sub Committee (quarterly, for responsive repairs and for planned maintenance contracts)
 - Customers (for example, in newsletters and annual reports).

Complaints Procedures

- 4.11. The Association introduced its new Complaints Handling Procedure in October 2012.
- 4.12. It encourages all tenants to let us know if they are dissatisfied with any aspect of our service. All expressions of dissatisfaction and concern, as well as formal complaints, will be fully investigated and acted upon promptly. Examples of tenant concerns and complaints might include:

- Problems with services – for example, if we fail to respond to a repair request; if there is a delay; if the quality of the workmanship is not acceptable; if the repair fails to resolve the problem which was reported.

- If a tenant feels we have not acted in accordance with our policies and procedures (e.g. making decisions about permission for alterations or improvements, or in re-charging the cost of repairs).
- If our staff or contractors do not provide an efficient and courteous service.
- If somebody feels that they have been treated unfairly, or have been discriminated against.
- If we have failed to meet any obligation described in the Tenancy Agreement or a service standard set out in our Terms and Conditions for the provision of our Factoring Service.
- If we have made a mistake, or if our procedures have failed.

- 4.13. Our Complaints Handling Procedure available from our reception or through our website fully explains how to make a complaint and the timescales which we will respond to a complaint.

Ensuring Fair Treatment for all Service Users

- 4.14. The Association has a statutory duty to promote equal opportunities and to tackle discrimination in all aspects of its work.
- 4.15. In delivering the repairs and maintenance service, the Association will strive to ensure equality of opportunity and service quality for all persons. Therefore, in dealing with individual tenants and in the procurement of services the Association will not discriminate on the grounds of gender, religion, ethnic or national origin, sexual orientation, disability, marital status or social background.
- 4.16. The Association will abide by the Equality Act 2010 and seek to implement best practice in our delivery of our Maintenance Policy.

Equal Opportunities Standards for Repairs and Maintenance

- 4.17. The Association will take the following actions, to ensure that its repairs and maintenance services meet its commitment to equal opportunities:

1. All members of staff will receive appropriate training, to promote awareness of the needs of tenants with particular needs and/or from different ethnic or cultural backgrounds.
2. The Association will maximise its ongoing programme of property adaptation works, to meet the needs of tenants with disabilities or sensory impairments.

3. Where necessary, we will make adjustments to the way we provide services, to take account of the particular needs of service users.

For example, when scheduling and carrying out repairs, the Association will be particularly sensitive to the needs of older or disabled tenants, or tenants with children.

The Association will also ensure that any tenants who have visual, hearing impairment or literacy, or whose first language is not English, can receive information about our services, in a form that meets their needs.

4. The Association will ensure that tenant satisfaction surveys allow the quality of service provided to equalities groups to be identified and assessed.
5. The Association will confirm its commitment to equal opportunities to all approved contractors and consultants. We will require contractors and consultants to meet the standards we have set, as described in our Equal Opportunities Policy and conditions of contract.
6. The Association will take any complaints regarding discrimination or unfair treatment seriously, whether the complaint relates to a member of our staff, or to a contractor or consultant working on our behalf. Any such complaints will be thoroughly investigated.
7. Where the Association is satisfied that any material breach of its equal opportunities standards has taken place then the contractor or consultant will be removed from the approved list immediately. In these circumstances, we will also submit a report to the appropriate trades or professional body.

5. Responsive Repairs

Introduction

- 5.1. Responsive (day to day) repairs are those repairs which are carried out on an ad-hoc basis as the need arises, and which cannot be deferred for inclusion in a planned maintenance programme.
- 5.2. The Association will deliver a high quality, speedy responsive repairs service to all customers, within the framework of its cyclical and planned maintenance strategies and the annual budget set for responsive repairs.

Repairs Reporting Systems

- 5.3. Procedures to report repairs shall be simple, convenient and accessible to tenants and other customers. The Association's procedures will be well publicised and translated into other languages and formats as appropriate.
- 5.4. The following methods of reporting repairs will be made available to customers:
 - in person at our reception counter
 - by telephone (Repairs Hotline) 0141 636 3669
 - by telephone 0141 636 3636
 - out of hours call centre 0141 552 8647 or publicised contractor out of hours contact centre
 - by letter, fax or e mail repairsforgovanhill@govanhillha.org or checkin@govanhillha.org
 - Enquiry form through our website
 - Enquiry through our Customer Portal
 - by contacting any member of staff in person
- 5.5. When reported, all repairs shall be logged in the Association's computer system, with a receipt issued if requested by the customer. Prior to creating a repair request, pre inspection etc, the computer system will be checked for previously instructed works which are complete (within defects period) or incomplete.
- 5.6. All emergencies will be issued to the appropriate contractor to respond to immediately.
- 5.7. All other reported repairs shall be considered as call logs and passed to the area's Maintenance Inspector to respond within a period not greater than 2 working days.

5.8. Our Maintenance Team will take one of the following courses of action in response to repairs call logs:

- Direct issue of repair line (coded) to relevant contractor on the basis of information on the call log.
- Telephone clarification of repair request with customer, if required, then issue of a repair line (coded) to relevant contractor.
- Pre-inspection of repair request, then issue of a repair line (coded) to relevant contractor.
- Recalling contractor from previous completed repair due to a defect having been identified.
- Chasing up a contractor for a previously issued repair which is uncompleted by the completion date required.
- Cancelling the repair request on the basis of 2 carded no-accesses within 5 working days.
- Cancelling the repair request on the basis of either the repair not being the responsibility of the Association, or it not being required.

If requested by the customer, a receipt will be issued to confirm the actions taken.

Categories of Repairs and Response Times

5.9. All repairs shall be issued by way of the priority system shown in the table on the next page. The repairs priorities reflect the urgency of the works, and the need to ensure continuity of service delivery.

Repairs categories and response times

Emergency Repairs	Appointment Repairs	Planned Repairs
<p>Target Response Time</p> <p>Start within two hours of notification to make safe/carry out minor repair, with full completion by the end of the following working day.</p>	<p>Target Completion Time</p> <p>Completion within fifteen working days of issue to our contractor</p>	<p>Target Completion Time</p> <p>Completion will be set by the Association as appropriate to the work package when issued to our contractors.</p>

Emergency Repairs	Appointment Repairs	Planned Repairs
<p>Emergency repairs include:</p> <ul style="list-style-type: none"> • Electrical supply to home (excluding Electric Utility Company power supply) • Gas supply to home (excluding Gas Utility Company supply) • Water supply to home (excluding Water Utility Company supply) • Blocked or leaking drains within the property line • Security of the property • Access to the property • No heating or hot water • Broken windows • Window catches • Making safe any electrical fitting liable to give rise to a health and safety risk • Flooding/water penetration (temporary protection from) • In the event of a report of a fire, smell of gas etc the Association or its representatives will immediately contact the Fire Brigade, Transco etc to respond appropriately. 	<p>Appointment repairs include:</p> <ul style="list-style-type: none"> • Faulty light switch, socket or pendant • Cistern not flushing • Faulty smoke alarm • Broken door entry system • Close lighting (if the responsibility of the Association, normally City Council) • Storm damage • Removal of hate crime graffiti. • Replacement of broken glass • Replacement of sanitary ware 	<p>Planned repairs are:</p> <ul style="list-style-type: none"> • All other repairs which are not normally carried out under the classification of cyclical or major repairs which are the landlord's responsibility and not classified as a reactive repair due to their complexity or large work content

5.10. The foregoing priority targets assume that the customer has made access available within the repairs' priority timescales, with no specialist materials being required and that no exceptional circumstances are prevailing at the time the repair is to be carried out.

- 5.11. The Association provides a “Repair by Appointment Service” to customers where access to tenants’ homes is required. This is based on a morning or afternoon visit on a specified day. (Excludes Saturday, Sunday and Public Holidays). Appointments will be arranged not later than three working days after issue to our contractors, by them within the fifteen working day target for their completion.
- 5.12. Follow up works, if required following an initial repair visit or following a customer no-access will be through a prearranged appointment with our contractors.

Works covered by the “Right to Repair”.

- 5.13. Some repairs are covered by the statutory Right to Repair scheme, which specifies maximum completion times for certain types of small urgent repairs.
- 5.14. The Association will use its own targets (as described above) as the basis for measuring its performance in completing emergency and urgent repairs. **In addition**, we will use the maximum times for completing qualifying repairs for the specific purpose of administering the Right to Repair scheme. The maximum times for completing qualifying repairs under the Right to Repair are shown in Appendix 1 to the Repairs and Maintenance Policy.
- 5.15. The Association will provide tenants with written confirmation if a repair is a qualifying repair under the Right to Repair scheme, along with information about the maximum time for completion, the right to instruct an alternative contractor, and the circumstances in which any compensation will be paid. We will also provide all Govanhill tenants with annual notification about the main features of the Right to Repair scheme (for example, in newsletter articles or in annual rent review letters).
- 5.16. More information about the administration of the Right to Repair is provided in the Association’s Repairs and Maintenance Procedures.

Pre-inspection of repairs

- 5.17. The Association will pre-inspect repairs where the nature of the repair is not clear, or if there is doubt about the need for the work. All void properties and all repairs with an estimated cost of £1,00 and over will normally be pre-inspected (subject to access being available).

Keeping tenants informed about their repairs

- 5.18. If we become aware of any reason why a repair might be delayed, the Association will advise the tenant. We will also respond to requests from tenants for information about the status of repairs they have reported, and the anticipated timescale for completion.

Post inspection of completed repairs

- 5.19. Post inspections will be used to obtain tenant feedback about repairs. They also help ensure that repair works are carried out to a high standard.
- 5.20. The Association will post inspect a minimum of 5% of all repairs carried out. Post inspections will be selected at random across all trades and contractors. A post inspection will always be carried out in the following circumstances:
- If a tenant complains about the contractor or the quality of workmanship.
 - A sample of repairs carried out by contractors.
 - All repairs to void properties.
 - All accessible repairs over £1,000 in value.

An operational target to post inspect 10% of completed repairs is in place.

Defects liability period repairs

- 5.21. Different arrangements apply to rectifying defects in newly completed houses (either new build or modernised). These works are normally covered by a 12 month defects liability period, during which the contractor is responsible for repairing and making good any defects which occur.
- 5.22. The Association's normal target timescales for completion do not apply to defects, since these are the contractor's responsibility. However, the Association will monitor contractor performance in completing defects, to ensure that works are completed as quickly as possible and that inconvenience to tenants is kept to a minimum.

6. Rechargeable Repairs

- 6.1. The Association will charge tenants and other customers for all repairs for which they are responsible as detailed below and within the Association's Tenant Recharge Policy.

Repairs to owner occupied properties

- 6.2. Rechargeable repairs to owner occupied properties will only be carried out in limited circumstances on a make safe basis, with the owner's prior agreement to pay, within closes where the Association is the factor. Normally, this is where failure to make safe may result in a risk, damage or loss to other residents in the building or damage to its fabric e.g. gas escape, burst or leaking pipes etc.

Repairs to tenanted properties

- 6.3. Tenants' responsibilities and liabilities for repairs are clearly described in their tenancy agreements. In summary tenants are responsible for the cost of repairs in the following circumstances:

- Repairs which are a result of deliberate damage or neglect by the tenant, a household member or a visitor (excluding fair wear and tear).
- Call out charges for an emergency repair, where the tenant has failed to provide access to the contractor.
- Call out charges where the tenant has agreed access arrangements on two occasions but access has not been achieved.
- Repairs where the fault is the result of the tenant's fixtures, fittings, appliances or installations.
- Gaining access to the property where the tenant has lost the keys (at discretion of Senior Maintenance Officer depending on circumstances).
- End of tenancy repairs where a property has not been left in an acceptable condition and/or keys have not been returned.
- End of tenancy repairs where an existing Govanhill tenant is seeking a transfer to another property, and their current property is in an unacceptable condition.

- 6.4. The Association will generally notify tenants that a repair is rechargeable and seek their agreement to pay the repair costs before work is carried out. The Association reserves the right to proceed with works without a tenant's prior agreement to pay for the re-charge in the following circumstances:

- If there is a risk of material damage to the Association's property
- If there are risks to health and safety
- If delaying the repairs until agreement is obtained will result in inconvenience or will have an adverse effect on other tenants.

- 6.5. Rechargeable repairs will be classified as Emergency, Appointment or Planned repairs, as described in Section 5.9 of this Policy. Rechargeable repairs will then be classified into 2 further categories.
- Repairs as the result of a transfer
 - Non-transfer repairs
- 6.6. Each of the categories will be dealt with as described below, when a repair of a rechargeable nature is reported or discovered.

Non-transfer Repairs – Emergency or Appointment/Planned Repairs

- The work will normally be carried out as per the Repairs and Maintenance Policy. The tenant will thereafter be invoiced.
- If the repair is needed because of negligence by the tenant, the work will not be carried out until the tenant has paid the estimated cost of the work in full, unless this will result in either a health and safety or security risk.

Transfer Repairs – Emergency Repairs

- Emergency Repairs will be carried out immediately by the Association and the tenant charged. The transfer will not proceed until the debt is cleared or an acceptable repayment regime has been agreed and is being adhered to.

Transfer Repairs – Appointment or Planned Repairs

- If at time of pre-transfer inspection, routine repairs are found to be necessary as the result of tenant negligence, the work will not proceed until the estimated cost of the work has been paid in full.

Alternatively, the work will have to be carried out by the tenant to the satisfaction of the Association. The transfer will only proceed once these conditions have been met.

Recovery of unpaid rechargeable repair costs

- 6.7. The recovery of Rechargeable Repair Debt, if not paid prior to the repair being instructed will be collected in accordance with the Association's Tenant Recharge and Rent Arrears Policies.
- 6.8. Additionally, tenants will be advised that any possible future transfers or mutual exchange requests will not be processed until their recharge account is clear or an acceptable repayment plan to this tenancy related debt is being maintained.

Void Repair Standards

- 6.9. The Association has a Minimum Lettable Standard which all properties must comply with prior to a new tenancy starting. This is detailed in Appendix 4 to this policy.
- 6.10. Where a property cannot be brought to this standard, Major Repairs will be instructed to deal with the deficiency in heating installations (if the system is not energy efficient or is beyond its indicative life), replacement kitchen, bathroom or windows if the minimum lettable standard cannot be met.
- 6.11. Where a major repair component has not been carried out due to access issues with the previous tenant and the component meets the Acceptable Letting Standard, the Asset Section will be notified to add the property to their next major repair contract for said component and to contact the new tenant re choices and access in due course.

7. Planned Maintenance

Introduction

- 7.1. The Association will make effective use of planned maintenance programmes, so that its properties are maintained to the highest possible standard, with the emphasis being placed on the prevention of defects.
- 7.2. Planned maintenance works will be carried out under the following headings:
- Major Repairs
 - Cyclical Maintenance
- 7.3. An annual programme of works will be presented for approval by the Development & Property Sub-Committee and included in the Association's annual budget.
- 7.4. Planned maintenance contracts will be procured in accordance with the procurement arrangements described in Section 8 of this Policy.

Major Repairs

- 7.5. Major repairs will be carried out to deal with the replacement or renewal of major building components. This may be as a consequence of ageing, defects in design or defects in construction, materials or components.
- 7.6. Major repairs will be split into two types:
- Works which are reasonably predictable – for example, renewal of worn-out building components when they reach the end of their suitable life.
 - Works which are unpredictable – for example, building failures arising from defects or external conditions.
- 7.7. The Association will survey the condition of its housing stock at regular intervals and maintain a database record of the results. Applying life cycle costings, the database will be used to plan the predictable replacement of components as far as possible at the end of their indicative serviceable life (budgets and common owners' agreement permitting).
- 7.8. Kitchen and Bathrooms will be renewed as closely to their indicative serviceable life with all other components regularly assessed and renewed when their condition requires it. This will involve owners lodging funds with the Association in advance of instructing large components to be renewed such as roofs or stonework repairs.
- 7.9. Indicative components renewal cycles are undernoted:
- Renewal of kitchen fitments every 15 years

- Renewal of bath/shower rooms every 20 years
 - Renewal/upgrading of electrical fittings and wiring every 30 years.
 - Replacement of heating systems 15 years, max 20 years
 - Replacement of smoke detectors (LD1 & LD2) every 10 years
 - Replacement of carbon monoxide detectors at least every 10 years
 - Replacement of windows every 30 years
 - Renewal of roof tiling including drainage systems every 50 years depending on components
- 7.10. The Association's maintenance planning also reflects the Scottish Housing Quality Standard (SHQS) and Energy Efficiency Standard for Social Housing (EESH) & EESH2/Social Housing Net Zero Standard in Scotland (SHNZS) (when introduced). The Association will use stock condition information to develop maintenance programmes which reflect the requirements and timescales specified in the SHQS and the condition of components.
- 7.11. The Association will respond to unpredictable major repairs as quickly as funds permit, while always having regard to its legal liabilities and responsibilities. These repairs may include:
- External stone face, brickwork, render repairs
 - Wet/dry rot outbreak
 - Woodworm outbreak
 - Subsidence of building/walls not covered by insurance
 - Asbestos removal
 - Replacement/upgrading of close entry doors/systems.
 - Any unforeseen repair that could not have been planned.

Cyclical Maintenance

- 7.12. The Association will carry out a programme of cyclical repairs, to maintain its properties in a safe and watertight condition.
- 7.13. In relation to our management of our gas appliances, please refer to our separate policy on this important area of our maintenance activities.
- 7.14. The programme will consist of:
- Roof inspection and repair annually
 - Gutter cleaning annually
 - Roof anchor checks annually.
 - Gas appliances/heating safety checking and services annually

- Smoke/Heat detector check annually (LD1 & LD2 standard)
- Carbon Monoxide detector check annually
- Electrical Safety (EICR) five yearly
- Common Cold-Water Storage annually
- Open space maintenance annually
- External painter-work (including mastic repairs)
- Structure/external fabric inspections 5-year cycle
- Close redecoration as required

Financial planning for major repairs, renewals and cyclical maintenance

7.15. The Association will make repairs and maintenance services an integral part of its financial management and planning.

7.16. The Association will do this by:

- Making adequate provision for all aspects of repairs and maintenance in its annual budget;
- Making provision to a sinking fund for future major repairs and renewals;
- Carrying out regular surveys of the condition of its housing stock, and using the results to develop life cycle costings and programmes;
- Reviewing annually its 5 and 30 year financial projections, as a basis for developing planned maintenance funding strategies;
- Seeking to maximise investment in relation to Scottish Housing Quality Standard requirements, as far as is reasonably possible.

8. Procurement and Accountability

All tender action will follow the Association's current Corporate Strategy, Policy and Procedures.

9. Tenants' alterations and improvements

Procedures for obtaining permission for alterations and improvements

- 9.1. The Repairs and Maintenance Procedures describe in detail how the Association will manage applications for permission from tenants to make alterations or improvements to their home.
- 9.2. In summary, the process is as follows:
- A standard application form will be sent to the tenant following their initial request. The Association will provide any assistance needed with completing the form, if required.
 - On return of the form, the Association will consider the application, and, if necessary, arrange for an inspection of the property to be carried out.
 - A written response will be sent to tenant within 28 days indicating whether work can proceed and detailing any conditions attached to the approval.
 - If, for any reason, the Association decides to reject the application for permission, the tenant will be provided with a written explanation of the reasons and advised of their right to appeal against the Association's decision, by contacting the Housing Services Manager.
 - If information requested by the Association has not been provided at the end of the 28-day period for approval, a letter will be issued stating that the application has been refused, until the outstanding information is supplied.
 - Within 2 months of permission being given, the Association may check with the tenant whether the work has been completed. When work is complete an inspection may be carried out, and if so, a follow-up letter will be sent to the tenant.
 - If, at any stage of the process, the tenant wishes to make a complaint, they will be provided with a copy of the Association's complaints procedure.

Installation of satellite dishes and other TV receiving equipment

- 9.3. The Association has installed cable supply services to the majority of its properties, to provide access to digital television increased choice of telephone services.
- 9.4. In certain circumstances, the Association will give permission for tenants and owners to erect satellite television receiving dishes and aerials for connection to digital receiving equipment to its properties, provided that:
- The requirements of the City Council Development Control (Planning and Building Control) Department are met, and
 - The equipment is fitted to the Association's standards.

- 9.5. The tenant or owner will be responsible for arranging erection, maintenance and removal of their receiving equipment and all associated costs. This will include arranging for appropriate working at heights risk assessments being provided in advance and cleared prior to permission will be granted to access attic, loft spaces and external roofs which the Association manages/factors.
- 9.6. The Association's permission to install receiving equipment must be obtained in writing in advance. The tenant or owner will be responsible for paying a "one-off" inspection charge of £50 inclusive of VAT, as part of any permission granted. The purpose of the charge is to cover the cost of pre and post inspection of the installation.
- 9.7. The Association will inspect the completed installation for compliance with this policy. The tenant or owner will be responsible for any damage to Association property or common close caused during the installation, maintenance or removal of the equipment. The Association reserves the right to make good any defective or sub-standard workmanship and will hold the tenant/owner liable for costs incurred as a result of any works arising either directly or indirectly from the above.
- 9.8. The tenant/owner should ensure that they have adequate insurance cover, as the Association will not accept responsibility for damage to, or loss of the equipment, for whatever reason. The tenant/owner will also be responsible for storm damage or injury to the public caused by his/her equipment.
- 9.9. The Association has produced an information leaflet and application form for any tenant wishing to apply for permission to install a satellite dish or other receiving equipment. Copies are available from the Association's office.

Compensation for Improvements

- 9.10. Under the Housing (Scotland) Act 2001, tenants may be able to receive compensation from the Association at the end of their tenancy, for improvements they have made to their home.
- 9.11. The Association operates a Policy on compensation for improvements, which reflects the statutory compensation scheme. The Policy also describes the circumstances in which the Association may pay compensation on a discretionary basis, i.e. in cases which fall outside the statutory compensation scheme. Copies of the Association's Policy are incorporated in Appendix 4 of this document.

10. Property Adaptations

- 10.1. The Association aims to provide suitable accommodation for all groups within the community and to ensure that the needs of individual tenants can be met within their existing accommodation where possible.
- 10.2. The Association will make application to Glasgow City Council each year for funding to carry out adaptations to houses for people with a disability or sensory impairment. Where funding is unavailable from the City Council, the Association may make available funds from its own resources for adaptations and seek to recover this (where possible) from the following year's funding allocation from the City Council.
- 10.3. Requests for adaptations will be considered for existing or incoming tenants of the Association.
- 10.4. Assessment of individual cases is based on reports by occupational therapists from the Social Work department, or other agencies providing support to people with a disability or sensory impairment. The occupational therapist will be asked to indicate the priority status of the case.
- 10.5. The Association shall fund items deemed to be a fixture i.e. adaptations of a permanent nature. Appendix 3 to this Policy provides examples of the types of works which meet this description. The Association shall not fund items deemed to be a fitting (ie items which are removeable or capable of being redeployed)), for which funding is the responsibility of other agencies and service providers.
- 10.6. The Association will adopt a user-centred approach and will involve the tenant in discussions about the specification of the works.
- 10.7. The tenant will also receive clear information about:
 - The staff member who will be the contact person for the works
 - The adaptation proposals
 - Alternative options which may be available (for example, if the required works are not technically achievable or are not cost-effective)
 - The timescale for carrying out the works.
- 10.8. Upon completion of the works, the tenant will be asked to provide feedback about the service they have received, and the effectiveness of the adaptation works.

12. Insurance

- 12.1.** The Association maintains Building Insurance cover for all properties it owns and manages. Where applicable the Association will claim recoverable losses from the insurers as quickly as possible.
- 12.2.** Maintenance Inspectors may instruct repairs up to a value of £5,000 subject to confirmation from the insurers annually for any one claim without reference to the Insurer in each case.
- 12.3.** For claims between £5,000 and £20,000 the Association will confirm with our Insurer with a notification of the incident within seven calendar days and seek their approval obtained before instructing repairs.
- 12.4.** For claims over £20,000 finance to confirm the Insurer must be notified immediately, following which a Loss Adjuster will be appointed following to approval expenditure.
- 12.5.** An Insurance Claim Details form will be passed to the Finance Section as soon as the Maintenance Inspector identifies an insurance claim.
- 12.6.** The Finance Section will liaise and submit appropriate claims to the insurers monthly and reconcile all payments received against claims made.
- 12.7.** Details/Amendments to and copies of unactioned invoices will be passed to the Finance Section immediately when any update to the claim file can be made.

12. Management of Repairs and Maintenance Services

Summary of roles and responsibilities

- 12.1.** The Management Committee has delegated responsibility to the Development & Property Services Sub-Committee for monitoring the overall performance of repairs, cyclical maintenance services and major repairs together with its delivery.
- 12.2.** The Development & Property Sub-Committee has delegated authority in respect of the implementation of planned maintenance programme including acceptance of Major Repair Contracts.
- 12.3.** Responsibility for the operational management of services lies with the Head of Development & Property Services (for responsive repairs, cyclical maintenance and planned maintenance), supported by the Asset Manager, Senior Maintenance Officer and Factoring Manager.
- 12.4.** The Association will promote good internal communication between staff teams on “cross cutting” issues such as void management, budgeting and financial planning, and specifications and briefs for future new build developments.
- 12.5.** The Association’s scheme of delegated authority provides full information about committee and staff responsibilities for decision-making, including the financial and other limits which apply.

Record keeping.

- 12.6.** The Association’s systems and procedures will record all maintenance requests, orders instructed and associated costs.
- 12.7.** In addition, the records maintained by the Association will include:
- a property register, recording all properties in ownership and management
 - a repair record for each individual property
 - a record of all repairs instructed and the subsequent cost arising
 - details on all contractors included on the Association’s standing list of approved contractors
 - a record of all insurances held by the Association and any claims made
 - a record of any known asbestos in the Association’s properties
 - records relating to the inspection and servicing of gas installations, including copies of inspection certificates, correspondence relating to access requests, and action taken in cases where tenants fail to provide access

- records relating to the inspection of electrical installations, including copies of inspection certificates, correspondence relating to access requests, and action taken in cases where tenants fail to provide access
- details of all alterations and improvement works for which permission has been requested and approved
- a tender register
- a record of all contracts entered into by the Association.

Performance management & continuous improvement

12.8. The Association will set targets for service performance in its Business Plan. The Management Committee will receive regular reports on performance in relation to the key targets and performance indicators contained in the Business Plan.

12.9. Regular reports on performance in relation to targets and service standards will be provided to the Development & Property Services Sub Committee. Quarterly reports to the Sub Committee will provide information about:

- Contractor performance
- Performance in meeting the Association's target response times.
- Tenant feedback results.
- Stock management and safety issues – for example gas servicing
- Cyclical maintenance progress.
- Major repairs or renewals
- Property adaptations.

12.10. The Sub-Committee will monitor progress in implementing the service development and improvement priorities set out in the Business Plan, which provides the focus for addressing continuous improvement within the repairs and maintenance services.

12.11. The Association will regularly assess service outcomes and performance in relation to "Performance Standards", to measure service quality and the extent to which services are improving and meeting policy objectives and customers' needs.

12.12. This Policy will be reviewed every 3 years, or earlier if required.

Appendix 1

Right to Repair

Qualifying Repairs and Maximum Completion Times

Type of qualifying repair and maximum time for completion (number of working days)	
Blocked flue to open fire or boiler.	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house.	1
Blocked sink, bath or drain.	1
Loss of electric power.	1
Partial loss of electric power.	3
Insecure external window, door or lock.	1
Unsafe access path or step.	1
Significant leaks or flooding from water or heating pipes, tanks, cisterns.	1
Loss or partial loss of gas supply.	1
Loss or partial loss of space or water heating if there is no alternative heating.	1
Toilet not flushing where there is no other toilet in the house.	1
Unsafe power or lighting socket, or electrical fitting.	1
Loss of water supply.	1
Partial loss of water supply.	3
Loose or detached banister or hand rail.	3
Unsafe timber flooring or stair treads.	3
Mechanical extractor fan in internal kitchen or bathroom not working.	7

Note

The maximum time for completion starts on either:

- the next working day, after the tenant reports the repair, or
- the next working day, after the Association has carried out an inspection (if we need to inspect the work before we can do the repair).

Appendix 2

Examples of adaptation works which may be carried out by the Association

General Alterations

- Extension or alteration to provide bathroom, w.c. or bedroom etc. with level or suitably ramped access.

Garaging and external facilities

- Widening of garden paths
- Carport and/or undercover access to the dwelling if practicable
- Remote control garage door to existing garage used (or for) a disabled driver

Approaches to Entrance Doors

- Modification of steps, for example to widen treads or incorporate half steps or create a ramp
- Handrails or balustrading to ramps/steps and elsewhere within the dwelling where necessary
- Doorcall and entryphone system

Doors and Windows

- Widening or re-hanging of doors to permit wheelchair manoeuvre
- Substitution of sliding or bi-fold doors for side hung doors
- Suitable ironmongery, for example lever handles in lieu of knobs, pull handles and rails to doors or kicking plates and/or protective edging to door frames and stiles
- Remote control door/window openers
- Conversion of window to French window where no other access to a garden area is possible
- Alterations to windows to give satisfactory sight lines for people in wheelchairs
- Larger windows for visually impaired people

Staircase and Vertical Circulation

- Additional handrail to staircase or gate at head or foot of stairs

Water Services

- Substitution of screw down for lever taps
- Re-fixing of taps at convenient level
- Remote control valves for taps
- Thermostatic control for shower
- Relocation of control valve for mains water supply

Electrical and Heating Services

- Re-fixing for socket outlets at suitable level, additional socket outlets or rocker switches
- Alarm call or loud bell for people with hearing difficulties.
- Relocation of prepayment meters or of thermostat heating controls
- Central heating or supplementary radiators to existing installation
- Fixed heating appliance (gas or electric) in place of open fire or other solid fuel appliance

- Fluorescent lights in kitchen, bathroom or other working areas for visually impaired people
- Warning systems for people who are hard of hearing e.g. Flashing lights
- Provision of power supply for electric hoists suspended from ceiling track
- Relocation of main switches for gas or electricity

Provision of Lifting Aids

- Reinforcement of ceilings and provision of track for personal hoist

Entrance Halls

- Delivery shelf
- Relocation of clothes hanging rails

Kitchens

- Alterations to provide fixed storage units, worktops and sink units at convenient levels
- Non-slip flooring
- Waste disposal unit to sink

Bathrooms and W.C's

- Shower unit in place of or to supplement bath
- Shower cubicle, special wc fixture, special bath, suitable washbasin and/or bidet
- Raising of wc fixture
- Sluice sink
- Platform at head of bath

Storage

- Storage provision for a wheelchair

Appendix 3

Section 6 Compensation for Tenants' Improvements

1 Objectives

- 1.1 The Association will fully support their Tenants' rights to carry out improvements as part of its policy of maintaining its houses to the highest standard and will seek to assist any tenant wishing to avail him/herself of this right.
- 1.2 The Scheme will not be retrospective and shall apply to appropriate improvements carried out with effect from 1st April 1994.

2 Qualifying Tenants

- 2.1 The following tenants are eligible for compensation:
 - A secure or assured tenant (or joint tenant) who terminates the tenancy and is not followed by a successor or spouse.
 - A successor tenant or spouse who has inherited a qualifying improvement. In the case of a secure tenancy a tenant may be a spouse, son or daughter of the tenant, or the installing tenant's co-habitee. The successor tenant will only be eligible for compensation when the successor's tenancy is terminated.
 - The personal representatives of a deceased tenant (other than a successor).
- 2.2 A transfer of tenancy either between spouses or from parent to son/daughter does not constitute an end of tenancy. Compensation should not generally be paid where the tenancy transfers to another member of the tenant's household as the tenancy will not be treated as terminated unless the person claiming compensation vacates the house. However, in cases where a tenant terminates his/her tenancy and a new missive is signed by a spouse or son/daughter, compensation will be made and the rent for the new tenancy calculated.
- 2.3 In the event of a mutual exchange, if the outgoing tenant has undertaken an improvement, which would qualify for compensation, and both tenants' sign a new missive, then compensation will be made for the former tenant's improvement. The Housing Association will subsequently be eligible to apply an increased rent to the incoming tenant, if it so wishes.
- 2.4 Any tenant who abandons his/her tenancy will not be eligible for compensation.
- 2.5 In the case of assignation of tenancy, the house must be vacated by the tenant claiming compensation before it will be considered.

3 Qualifying Conditions

- 3.1 Applications to carry out any improvements (other than interior decoration) shall be made in writing to Govanhill Housing Association on a standard form available from the Association's office. Any improvements carried out without the Association's consent will not qualify for compensation.
- 3.2 Upon receipt of an application, the Association will normally advise the applicant within 14 days in writing of whether they can proceed or not. Consent shall not be unreasonably withheld.
- 3.3 Permission will normally be granted subject to the following conditions:
 - 3.3.1 The Association is satisfied any proposed improvements will meet relevant standards of material, safety and workmanship (although the Association accepts no responsibility for supervising the work). Manufacturer's recommendations for installation and maintenance must be adhered to, with an appropriately experienced and competent Contractor undertaking all works.
 - 3.3.2 Unreasonable maintenance expenditure will not be incurred.
 - 3.3.3 The work will not detract from the future letting of the property and any costs incurred by the Association to upgrade the improvements will be deducted from the compensation payable.
 - 3.3.4 An inspection may be required before any work proceeds and will be required upon completion to ensure that the work is carried out in accordance with the work for which consent is given.

4 Compensation Payments

- 4.1 The Scottish Government has provided a formula for compensation, linked to the costs for improvements, to the Association.
 - 4.1.1 Any improvements must not be provided simply for cosmetic purposes.
 - 4.1.2 For all approved improvements the tenant must have obtained the necessary building warrants and planning consents. The work carried out must comply with the terms of these approvals.
 - 4.1.3 The cost of any improvement grants received by the tenant shall be deducted from any compensation due.
 - 4.1.4 The amount of any arrears or outstanding rechargeable repairs shall be deducted from any compensation due.
 - 4.1.5 Compensation will only be made upon termination of tenancy. The tenancy will not be treated as terminated unless the person claiming

compensation vacates the house concerned.

4.1.6 Compensation will not be payable in instances where the tenancy is terminated because the Housing Association has obtained a Court Order to repossess the house on the grounds of the tenant's breach of tenancy conditions, e.g. eviction for rent arrears anti-social behaviour etc.

4.1.7 Govanhill Housing Association may consider rejecting application where a programme exists to carry out an improvement within a period of 2 years. Exceptions to this may be considered on medical grounds.

4.2 Qualifying Improvement Work

4.2.1 A list of qualifying improvements is identified in item 4.3.1 below.

4.2.2 The improvements for which compensation has been made will be the property of the Association except in the event of a sale.

4.3 Amount of Compensation

4.3.1 The method of compensation will be based on the depreciation of the improvement over the notional life as defined below:

Improvement	Notional Life
Bath or Shower	12
Wash-hand basin	12
Toilet	12
Kitchen sink	10
Storage cupboards in bathroom or kitchen	10
Work surfaces for food preparation	10
Space or water heading	12
Thermostatic radiator valves	7
Insulation of pipes, water tank or cylinder	10
Loft insulation	20
Cavity wall insulation	20
Draught proofing of external doors or windows	8
Double glazing or other window replacement or secondary glazing	20
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	15
Security measures, excluding burglar alarm systems	10

4.3.2 The sum deducted from the costs will be for completed years of the notional life, parts of years will be disregarded.

i.e. Tenant installs central heating 10 years ago
Cost of the improvement £1200
Amount of compensation £200

5 Claims for Compensation

- 5.1 Claims for compensation shall be made in writing within 28 days of the tenancy coming to an end.
- 5.2 Payment of compensation will normally be made within 28 days of receipt of the claim.
- 5.3 The Housing Services Manager will have the delegated authority to arrange payment under the scheme.

Calculating Compensation Payable

This flow diagram provides a guideline to the procedure for reaching the amount of compensation payable. The left-hand branch shows the stages in calculating the amount of the original costs, which are eligible for any compensation; the right hand branch demonstrates how to determine the percentage of the original costs for which compensation is due. The diagram then shows what discretionary adjustments and statutory reductions are allowed.

