



# REGISTERED AS A SCOTTISH CHARITY

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## **Introduction**

Hjaltland Housing Association (referred to in this Policy as the 'Association') aims to provide a high quality, cost-effective maintenance service to its tenants through the delivery of its maintenance policy. The Association will actively seek to engage tenants in review of this policy and will encourage tenant feedback on all aspects of its maintenance service.

## Legal obligations

The Association has legal obligations to maintain its residential properties in a fit and safe condition for its tenants. It also has an obligation to the lenders to keep its buildings in a satisfactory state of repair. The Association considers it good practice to maintain its properties so that the deterioration due to age, use and weathering is minimised. Under the Housing (Scotland) Act 2001 the Association must carry out small urgent repairs within a given timescale under the 'Right to Repair Scheme' (the scheme is covered in more detail under section 3 (iii)).

To meet these obligations the Association:

- Contracts with its tenants (through their tenancy agreements) for its tenants to take reasonable care of the property they live in
- Retains a proportion of its rents to cover the cost of maintenance
- Implements a maintenance policy within the limits of an agreed budget

The management of the maintenance service and procedures used within the Association take into consideration the sources of funds, the type of activity, the cost of individual contracts and the stated or anticipated time cycle for each activity.

## Day to day repairs

'Day to day' describes repairs which cannot be left to the next programmed cycle of planned maintenance (a) without posing a threat to either the safety, health or security of the tenant, (b) because there is a material risk of deterioration of the building, or (c) because the repairs must be undertaken sooner, in light of the landlord's legal repair obligations as part of the tenancy agreement.

Tenants will be charged for repair work carried out where the damage has been caused by the tenant, their family, guests, or pets (except in cases of fair wear and tear), unless the tenant repairs the damage themselves.

## Method of Reporting:

Repairs should be reported directly to the Association either by telephone, in person, by email, website or letter. When the office is closed tenants are signposted to an emergency repair contact telephone number and a response centre then arranges for the appropriate contractor to provide the out of hours emergency repairs service.

#### Process:

A repair order will be allocated to the most appropriate contractor or the Association's Maintenance Worker. The tenant will be sent a copy of the repair order by post or e-mail, and this includes a Tenant Repair Satisfaction Questionnaire which the tenant is encouraged to complete and return using a pre-paid envelope. The Association will

carry out a pre-work inspection where it is necessary to determine the exact extent or nature of the work to be carried out. A post-work inspection will be carried out on (a) all repairs which cost in excess of Seven Hundred & Fifty pounds, (b) where a tenant reports dissatisfaction with the repair and further investigation is required (c) in other selected cases for quality control purposes. The Association aims to carry out preand post-inspections on ten percent of all repair orders.

## Access for repairs and maintenance:

Arrangements for access to the property in order to carry out repairs will be agreed with the tenant at the time of reporting the fault. The Association holds a 'pass key' where agreed by the tenant. At the time a repair is reported we will seek the tenant's agreement to give the contractor the pass key to undertake the work required. Contractors are required to sign for receipt and return of every pass key issued. Following use of a pass key contractors will leave a contact card to notify tenants that they have called to carry out the repair and advise whether the repair has been completed.

If permission to use the pass key is declined then the contractor will arrange a suitable appointment directly with the tenant. If the tenant fails to keep the appointment the contractor will leave a contact card detailing the date and time they called. The tenant must then contact the Association again to progress the repair.

If appointments are repeatedly missed the Association reserves the right to charge the tenant to recover the costs incurred.

The Association will give tenants at least 24 hours notice of access being required for routine maintenance inspections.

The tenancy agreement requires that tenants co-operate to provide immediate access in an emergency situation.

## Response times for day to day repairs:

#### Emergency Repairs (Priority 1) – 6 Hours

A repair is considered an emergency where there is a danger to someone or a danger of serious damage to the property. Repairs are to be made safe within 6 hours of being reported. Below are examples of repairs that are an emergency and some that are not.

Emergency	Non-Emergency
Total loss of electrical power (not a power cut)	Tripped lighting circuit
Burst water pipe or hot water tank	Leak under sink when water goes down plug hole
Blocked or totally unusable toilet (where there is only one in the property)	Broken toilet seat

Blocked drain, if there is serious leakage or a risk of flooding	Slow draining sink or wash hand basin
A tenant, who is elderly, disabled or has young children or special needs is locked out.	A tenant( without special needs) has lost their keys
Tenant is locked in (cannot get out of any door in the property)	Tenant can't unlock the front door but has a back or patio door they can use
Property is insecure following a break-in (broken window or door)	Window is letting in draughts

If it is subsequently found that the incident was not an emergency as defined above, the tenant may be recharged for the cost of the call-out.

#### Emergency Repairs (Priority 2) – 1 working day

Further emergency repairs which have to be carried out within 1 working day. Examples of these include;

- External window that is not secure.
- Blocked sink, bath or drain.
- No heating source in living room during colder periods, normally from October to March.

#### <u>Urgent Repairs – 3 working days</u>

To be carried out within 3 working days. These are repairs which need to be dealt with quickly if they are not to become emergencies and include;

Roof leaks to the property.

Repair of minor water leaks on central heating and hot water installations. Broken sanitary fittings.

Slow drainage of sanitary fittings and showers.

Overflows which are causing a hazard i.e water freezing on paths.

## <u>General Repairs – 10 working days</u>

Of a non-urgent nature, covering the bulk of normal day-to-day maintenance. To be completed within 10 working days and include;

- Door and window repairs, such as repairs to handles, seals etc.
- Gutter repairs.
- Minor roof repairs, such as broken tiles.
- Repairs to chimney stacks and pots.
- Repairs to boundaries.
- Dripping taps/washer replacement.

## Non-routine repairs – 40 working days

These are the non standard repairs that require a longer timescale for our contractor. This gives sufficient time to obtain the materials to carry out the work or organise specialist services. To be completed within 40 working days and include;

- Double glazing unit replacement.
- Replacement of kitchen unit doors.

The response times may vary in individual cases, and are a guideline to the maximum time a repair should take. Every effort will be made to complete the work earlier.

#### Adjustments to Response Times

There may be circumstances, such as the availability of materials or peak demands, or extreme weather which could prevent these targets being achieved. In such cases the tenant will be given an explanation for the delay and the likely completion date as soon as possible.

Flexibility may also be introduced in respect of the above categorisation of work or the timescales, particulary in the case of vulnerable tenants with individual needs. In such cases repairs may be classified with a more urgent timescale or the target timescales for the particular repair may be reduced. The decision to apply this flexibility will be at our discretion.

#### **Out of Hours Emergencies**

When the office is closed tenants have been provided with an emergency repair contact telephone number 01595 692387 where calls are handled by a response centre on behalf of the Association. The response centre then arranges for the appropriate contractor to provide the out of hours emergency repairs service. Tenants can also use the Right to Repair scheme if the nominated contractor does not start the repair within the applicable timescale (pages 8&9 provide further details).

#### **Redecoration**

Where damage has been caused to the tenant's decoration by a fault, repair or an inspection the affected area will be made good by the Association. For example where an inspection hatch is cut only the area of wall affected would be redecorated using standard trade colours, white & magnolia.

#### Re-let repairs

The Association will minimise the period properties are left empty during a change of tenancy by:

- Carrying out an inspection shortly after a tenant hands in their notice to end their tenancy
- Write to out-going tenant to advise of any re-chargeable repairs prior to end of tenancy so they have the opportunity to do the repair.
- Undertaking necessary repairs prior to end of tenancy

• Carry out a post tenancy check to ensure that tenants complete repairs that are their responsibility prior to end of tenancy, or make a reasonable recharge to the outgoing tenant for the Association undertaking the repairs the tenants have not completed

The condition of the property will be checked against the Association's Re-let standard document which ensures that all tenants are let a property of an acceptable standard and that tenants are aware of the condition in which the property should be left when they move on.

Target times will be set for the completion of outstanding maintenance work on a property when the new tenant signs up for it.

When the Association deems that a property is in need of decoration to be re-let, the Association will provide a decoration voucher to the new tenant, or in exceptional circumstances the Association may carry out redecoration.

To support new tenants, the Association has negotiated a ten percent discount with local retailers including building suppliers and home furnishing stores. When a property is re-let the new tenant is given discount vouchers which they can redeem locally.

The Association will offer a technical induction to all new tenants within a 4 week period after they move into their new home. This will provide information and advice on the use of all components within the property. Further technical inductions can also be arranged with the Association on request.

#### **Repairs for Sharing Owners and Owner Occupiers**

Sharing owners and owner occupiers are responsible for arranging and financing their own repairs.

## Right to repair scheme

Under the Housing (Scotland) Act 2001, Scottish Secure Tenants and Short Scottish Secure Tenants have the right to have small urgent repairs up to the value of £350 carried out by their landlord within a given timescale. There are 3 repair categories:

Right to Repair 1' (to be completed within one working day) – this would include such things as a toilet not flushing (if it is the only one in the property), total loss of heating or hot water and unsafe electrics.

'Right to Repair 3' (to be completed within 3 working days) – this would include such things as a loose bannister.

'Right to Repair 7' (to be completed within 7 working days) – this would include where an internal extractor fan to a bathroom or kitchen was not working (if there was not an external window or door in the room).

The following table shows repairs that are covered by right to repair and the timescales for completions

Fault	Max days **
Unsafe power or lighting sockets or electrical fittings	1
Loss of electric power	1
Partial loss of electric power	3
Loss or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
External window, door lock not secure	1
Loss or partial loss of space or water heating where no alternative heating is available	1
Toilets which do not flush (where there are no other toilets in the house)	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 water supply	1
Partial loss of water supply	3
Significant leaking from a water or heating pipe, tank or cistern	1
Unsafe timber flooring or stair treads	3
Unsafe access to a path or step	1
Loose or detached banisters or handrails	3
Mechanical extractor fan in internal kitchen or bathroom (where there is no window or external door) not working	7

\* Drains blocked by misuse (e.g. putting wipes down the drain) may incur a recharge

\*\* Working days from day after date of notification of qualifying repair or inspection. Compensation is payable if the time in this column is exceeded.

If the landlord's nominated contractor does not start the repair within the applicable timescale the tenant can instruct an alternative landlord-authorised contractor to carry out the repair. The tenant can claim £15 compensation from the landlord for inconvenience. If the alternative contractor fails to complete the work within the timescale, further compensation of £3 per day until the repair is complete, may be claimed up to a maximum of £100 for any one repair. Leaflets with further details on the Right to Repair scheme are available from the Association's office and can be found at http://www.scotland.gov.uk/Publications/2002/09/15485/11214.

Tenants who are in arrears of rent will not be excluded from the right to compensation in instances where the maintenance service fails. The Association may however credit the tenant's rent account, with the prior agreement of the tenant with a sum equal to the amount of compensation.

## Planned maintenance

The Association's Planned Maintenance programme addresses the gradual deterioration of building components and finishes. This process is largely predictable and therefore can be planned. The programme includes paintwork repairs, annual inspections, the servicing of heating & ventilation systems, and the renewal of building components at the end of their useful life. It also includes works required by subsequent legislative or policy changes.

All planned maintenance work such as kitchen replacement, painting works, electrical inspections and component servicing etc. are carried out over appropriate time cycles and are subject to budgetary considerations. Time cycles are determined after consideration of a number of different factors such as manufacturers recommendations, condition surveys, level of exposure, future maintenance, legislation and budgetary considerations.

## Process:

- A programme of planned maintenance is agreed by the committee annually, subject to funding
- All tenants are notified of the planned maintenance programme for the year ahead via the Association's regular newsletter
- Tenants who will be affected by the planned maintenance will receive written notification of the work to be carried out 2 weeks In advance and will be advised of the name of the contractor who will carry out the work
- If the work is cancelled or postponed for any reason tenants will be notified in writing
- Tenants will be given a choice of options where available e.g kitchen doors, work tops
- The contractor will contact the tenant directly to arrange access to carry out the work
- The Association will ask tenants for feedback on any internal maintenance work and major external work such as harling

## Service Contracts

Annual maintenance and inspection contracts are in place for central heating systems, mechanical ventilation systems, warden alarm systems, fire panels and emergency lighting as well as lifts and in some schemes communal paths.

## **Major Refurbishment**

If tenants are required to move while their home is having major refurbishment provided by the Association, they will be consulted well in advance and the Association will pay removal expenses and certain other charges, such as fixing of cookers,fires, telephones etc. If this is not possible to return home when the works are completed then compensation for disturbance and/or home loss may be appropriate. To qualify for such payment, the tenants must have been permanently displaced and, in the case of home loss, must have resided in the house in question for at least one year prior to the date of displacement. If tenants think they are entitled to these payments and have not already been advised as to their rights, they should consult the Association's Senior Housing Officer not later than six months after the date they are displaced.

## Managing asbestos in premises

Due to Regulation 4 of the Control of Asbestos at Work Regulations 2012 the Association has a duty to manage asbestos in premises. Although the regulation covers only non-domestic premises we have a legal duty under the Health and Safety at Work Act 1974 to our contractors who may be working within our properties. It is widely accepted that when a contractor enters a house to carry out works the property is no longer residential but a place of work.

Therefore the Association will:

- take reasonable steps to determine the location and condition of materials likely to contain asbestos
- presume materials contain asbestos unless there is strong evidence that they do • not:
- make and keep an up to date record of the location and condition of the Asbestos-• Containing Materials or presumed Asbestos-Containing Materials in the premises;
- assess the risk of the likelihood of anyone being exposed to fibres from these • materials
- prepare a plan setting out how the risks from the materials are to be managed
- take the necessary steps to put the plan into action •
- review and monitor the plan periodically
- provide information on the location and condition of the materials to anyone who is liable to work on or disturb them

## **Gas inspections**

The Gas Safety (Installation and Use) Regulations 1998 specify that it is the duty of the landlords to ensure that all gas appliances, fittings and flues provided for tenants' use are safe. The duties imposed are for ongoing maintenance and annual safety checks.

The Association does not supply gas components but will follow the procedures below for tenants gas appliances :

- When a property becomes vacant and gas appliances are in place we ensure that all gas fittings, connections and pipes are removed. This means that any new tenant would have to use a Gas Safe registered Engineer/Company to install new equipment, which ensures that the fittings and appliances are installed correctly.
- Tenants must write in for permission to install gas and gas appliances. We do not allow gas fitments to be installed in first floor and above flats. Where we do permit gas cooker instalment, we shall inform tenants of their responsibilities and insist on the work being carried out by a Gas Safe registered Engineer/Company. As part of the gas installation we will insist that tenants fit a carbon monoxide detector We will also require a completion Certificate to be produced to show that the work has been carried out in line with the Regulations. The tenant is responsible for ensuring that the gas cooker pipework and fitments are regularly maintained and checked by a Gas Safe registered engineer at least every 12 months. Tenants should provide the Association with copies of their annual maintenance records. The Association reserves the right to request a copy of these at any time.

## Measuring performance

Financial expenditure will be monitored against the annual maintenance budget. A property based record system will be maintained providing a repairs history for each property. This will be backed up with regularly up-dated stock condition data.

Performance against target response times will be monitored on a weekly basis with contractors contacted to find out the reasons for works orders not completed within the target date and to establish a revised date for completion.

As part of the works order notification, tenants will be issued a Tenant Repair Satisfaction Questionnaire with a pre-paid envelope to gain feedback about the quality of the repairs service. The maintenance team will contact tenants who return negative feedback in order to resolve any issues and improve tenant satisfaction.

Information and advice on the maintenance policy will be provided to tenants in the Tenant Handbook.

## Reporting

Six monthly maintenance reports will be submitted to the Management Committee at its operational meeting, providing information on routine repairs including expenditure against budget, breakdown of the number of works orders issued in each priority category and the number completed in each category within the target timescale. Information will also be provided on the number of Tenant Repair Satisfaction Questionnaires returned and the number of unsatisfied responses received as well as the number of pre and post inspections carried out.

## Annual Return on the Charter (ARC)

The Association has to report annually to the Scottish Housing Regulator on all outcomes included in the Scottish Social Housing Charter; these cover all aspects of its operations, including maintenance. The Charter sets out what tenants can expect from their social, housing landlord and helps them to hold their landlord to account.

## **Complaints**

Hjaltland Housing Association aims to provide a first class service which meets customer needs. However there may be occasions when a customer feels dissatisfied with the maintenance service they have received and they will be given the opportunity to let the Association know and ask for explanation, feedback, apology and/or redress. <u>Customer guidance for complaints</u> is available from the Association.

A complaint can be made in person, by phone, by e-mail or writing by a tenant or their representative to any member of staff. All complaints will be considered through the <u>Association's complaints procedure</u>.

#### Public Services Ombudsman

Disputes arising between a tenant and the Association will be dealt with through the Association's existing complaints procedure. Should the tenant be unsatisfied at the outcome of the dispute through the complaints procedure they will be advised to

contact the Scottish Public Services Ombudsman, 4 Melville Street, Edinburgh EH3 7NS, Telephone 0800 377 7330 http://www.spso.org.uk/, for an independent ruling on the complaint.

## Alterations and Improvement Works

In terms of their tenancy agreement, tenants do need the Association's written consent in order to carry out any significant improvement works. This includes erecting sheds, fences and satellite dishes.

If a tenant has failed to gain permission from the Association for any alterations they may be charged for returning the property to its original condition. Permission to carry out alterations will not unreasonably be withheld and will normally be granted subject to the following conditions:

- For all approved improvements the necessary building warrants and planning consents must have been obtained by the tenant. The work carried out must comply with the terms of these regulations.
- The Association requires to be satisfied that any proposed improvement will meet relevant standards in respect of materials, safety and workmanship. Manufacturers' recommendations for installation and maintenance must be adhered to and work must be undertaken by suitably qualified contractor. For example the Association requires sheds to be the same colour as the house and sited a minimum of 2 meters from the property for maintenance purposes.
- An unreasonable level of subsequent maintenance must not be incurred. Where a programme exists to install central heating, for example, the Association may deem it inappropriate to approve the installation of central heating by a tenant.
- The complete improvement work must not detract from the future letting of the property. The cost of any upgrading required to enable the Association to relet the property will be deducted from the amount of compensation payable

## Right to compensation for improvements

Under the Housing (Scotland) Act 2001 former tenants who have ended their tenancy can claim compensation from their landlord for improvements which they have made to their home on or after 30 September 2002, (If someone has been a tenant of the Association since before that date, they may still be entitled to compensation, but under a previous set of regulations – more information on this situation can be obtained on request from the Association). To qualify tenants must have obtained written permission, from the Association to carry out the alteration prior to the works commencing and their tenancy must have ended. Leaflets on the Right to Compensation for Improvements are available at the Association's office and on the Scottish Government's website

http://www.scotland.gov.uk/Resource/Doc/46737/0028756.pdf

Any improvement must be made out of necessity due to the lack of poor state of the existing provision and not provided simply for cosmetic purposes. Work carried out must be in accordance with the request for which consent was given.

Compensation will only be made upon termination of tenancy. The tenancy will not be treated as terminated unless all occupants vacate the property.

- Compensation will not generally be paid when the tenancy transfers to another member of the tenant's household
- Compensation can be claimed if the tenancy has ended because the tenant has died
- Any tenant who abandons the tenancy will not be eligible for compensation
- Compensation will not be payable in instances where the tenancy is terminated because the Association has obtained a Court Order to repossess the house on the grounds of the tenant's breach of tenancy conditions, e.g. rent arrears
- If a tenant has rent arrears the amount will be deducted from any compensation due

#### **Qualifying Improvements**

Compensation can be claimed for improvements such as installing, fitting or replacing:

- A bath or shower
- Sound insulation
- Storage cupboards in a kitchen or bathroom
- Mechanical ventilation in bathrooms and kitchen

This list is not exhaustive – more details can be obtained from the Association.

#### **Claims for Compensation**

Claims for compensation should be made in writing to the Association between 28 days before and 21 days after the tenancy comes to an end. The tenant must provide details of the improvements made and its cost and also the date the improvements were started and finished.

Compensation of up to £4000 can be paid for each improvement. No compensation will be paid if the amount would be less than £100.

## Amount Of Compensation

The Association will calculate the amount of compensation payable on the tenant's costs depreciated over the improvement's notional life as defined in the table below. Any amounts owing to the Association such as rent arrears or outstanding invoices will be deducted from the amount of compensation to be paid.

Item	Expected life span (years)	
Bathroom	opun (jouro)	
Bath	12	
Mixer Shower	10	
Electric Shower	7	
Wash Hand Basin	12	
Toilet	12	
Kitchen		
Unit Replacement/Installation	10	
Kitchen Sink (including base unit)	10	
Work Surfaces For Food Preparation	10	
Central Heating		
Alternative Central Heating	12	
Windows		
Installation Of Windows	20	
Installing Double And Secondary Double Glazing	20	
Draft Proofing	8	
Doors		
External Door Replacement	30	
Draught Proofing Of External Doors	8	
Disabled adaptions (for long term disabled use)		
Structural Alterations	20	

## Worked Example

Mr Smith installs new double glazing units to the windows in his house for a cost of £2000 and stays in the property for another five years after fitting them. The units have a notional lifespan of 20 years and therefore would depreciate by £100 per year. The amount would be calculated at £2000 minus the five years depreciation £500 (5 x £100) resulting in £1500 of compensation.

A tenant has completed an improvement costing £2,000 such as installing new double glazing units which have a notional life of 20 years. The tenant has then left the property 5 years after installing the units.

Cost ( $\pounds$ 2,000) less grants or assistance towards work (nil) =  $\pounds$ 2,000

Notional life (20 years) less number of years lapsed since completion (5) = 15

Compensation payment = Cost x percentage of notional life remaining =  $\pounds 2,000 \times 15/20 \times 100\% = \pounds 1,500$ 

## Adjustments and deductions

The Association can make adjustments to the amount payable if it considers that:

- the initial cost outlay by the tenant for the improvement was excessive
- the improvement was of a higher standard than the Association would normally install
- the improvement has deteriorated at a greater or lesser rate than normal wear and tear
- the Association had incurred excessive inspection and administrative costs in connection with the improvement
- The deterioration in quality of the improvement is greater than would reasonably be expected by normal wear and tear
- The improvement is considered to be of a quality significantly above that which the Association would expect to install. The upper limit payable will be the amount allocated for the Association's planned maintenance programme.

Any sums which the outgoing tenant owes the Association (eg rent/heating arrears or recoverable charges) may be deducted from any compensation payable.

## Funding of repairs and maintenance

Maintenance of the Association's properties is funded by rental income.

## **Insurance Repair and Replacement Costs**

Where an insurance claim is to be submitted by the Association, costs will initially be funded from rental income, including any excess payable.

## Service Charges

The repair or replacement of equipment and furnishings provided as a communal service is funded by a Service Charge payable by tenants of the particular scheme.

## **Shared Ownership Housing**

In shared ownership housing, the responsibility for repairs and maintenance is with the sharing owner. The Association does not receive any income for this purpose. The Association however can enforce the implementation of reasonable maintenance standards through its Agreement with the sharing owner. The Association currently holds buildings insurance for all shared ownership properties. The Association is not responsible for the arrangement of contents insurance cover.

In certain schemes sharing owners can pay into a painting fund which is used to fund external decoration of the properties.

#### Improvements

When the Association plans works which would enable a higher rent to be charged and these works are improvements but are ineligible as a major repairs project, the Association may re-mortgage units to raise funds.

#### **Common Parts**

The Association will (in conjunction with other owners where appropriate) take reasonable care to keep common parts of its properties a good state of repair and fit for use by the Tenant and other occupiers and visitors to the property.

## Tenant responsibilities

As part of the tenancy agreement, tenants have the responsibility for reporting any fault or repair that is the Association's responsibility, for keeping the interior of property in a reasonable state of cleanliness and for carrying out internal decoration. Where a tenant has exclusive use of a garden, the tenant must maintain it.

Tenant responsibility for specific items are detailed in the table below. Tenants are also responsible for the cost of repairs to any part of the building or its fixtures and fittings where the damage has been caused by the tenant, their family, guests or a pet.

Where a tenant causes damage to the property or carries out alterations to the premises in such a way as to involve the Association in expense in remedying the modifications or damage or if redecoration is required, the tenant will be charged with the cost of this work.

	Tenant	
ltem	Responsibility	Exceptions
Abandoned / Unlicensed vehicles	V	
Charcoal filters for cooker hoods	$\checkmark$	
Chimney sweeping		
Clothes lines & rotary lines		Communal drying areas
Grass cutting		Communal areas
Fences-erected by tenant	N	
Domestic Waste Disposal	ν	
Fire Baskets and Grates		
Fireplace Tiles		
Floor Tiles	N	
Garden sheds & Foundations	V	
Light bulbs (including for outside lights and cooker hoods)	$\checkmark$	
Sky &TV connections	$\checkmark$	Communal TV/SKY Dishes
Vermin control	ν	
Waste plug, chain to basin/bath sink	$\checkmark$	

Recycle Wheelie Bins*	$\checkmark$	
Chimney Sweeping	$\checkmark$	

\*Tenants need to ensure that wheelie bins must be kept secure from high winds and storms. However these must not be fixed to the house or flat.

## Technical Advice

The Association provides tenants with advice to explain how technically advanced equipment such as heat pumps and ventilation units in the home works. This is done at the beginning of each tenancy. Tenants can also request a technical appointment as required. The Association's website includes technical advice and instructions for equipment.

## Energy Advice

The Association works in partnership with the Citizens Advice Bureau and Home Energy Scotland and can make referrals on behalf of tenants to the relevant agencies when energy advice is required.

#### Gritting and Snow Clearing

Shetland Islands Council is responsible for gritting adopted roads. The Council also provides grit bins in locations such as steep gradients, bends and steps.

The Association has a policy for gritting and snow clearing unadopted paths and roads within priority schemes during winter months. Schemes are prioritised based on a risk of slips and falls due to location, materials, property type and pedestrian usage.

## **Delegation of authority and responsibilities**

The Association's Head of Investment and Asset Management will be responsible

- for ensuring a satisfactory standard of construction and repair for all property either in the ownership of, or managed by, the Association
- for advising the Management Committee on maintenance matters
- for establishing and operating an efficient system of maintaining the Association's stock of properties
- for establishing and maintaining lists of authorised contractors, suitable for inclusion on tender lists for lifecycle maintenance, and day-to-day repairs. Such lists will require to be established on an appropriate geographical basis throughout the islands to secure the maximum benefit to the Association in the terms of cost-effectiveness

- for the preparation of the Association's Performance Criteria and making relevant input to the Association's Tenant's and User Handbooks
- for the preparation of annual estimates and budgets in conjunction with the Senior Finance Officer, relating to the building and maintenance function of the Association
- for ensuring the inspection of properties at acquisition and at regular intervals thereafter
- for the authorisation of repairs as stated in the Limits of Authority within approved budgets and for reporting the location, cost and cause of routine repairs to the Committee. The Technical Officer also has an authorisation level stated in the Limits of Authority
- for repairs costing between £5,000 and £10,000 at least two competitive estimates should be sought. In the case of repairs costing in excess of £10,000 the Association's tendering procedures will apply. (in an emergency, repairs in excess of £5,000, or outwith approved budget estimates, shall be referred to the Chairman of the Committee for approval);
- for establishing and operating a system of Lifecycle maintenance, including check list, specification, and regular maintenance contracts for specialist items

## Contract procedure

## Forms of Contract

The forms of contract to be used are as follows (all sums exclusive of VAT):

- Authorised contractors appointed to undertake minor maintenance work on a regular basis Letter of Appointment, Works Order; Association standard terms of contract.
- Planned Maintenance Contracts The Association standard terms of contract and where applicable a relevant JCT contract.
- Repairs costing £10,000 and over will be the subject of the current JCT (Joint Contracts Tribunal) Agreement for Minor Building Works.

## **Pre-Contract Procedure**

Hjaltland Housing Association is conscious of the need to obtain value for money and to encourage competition between contractors. Competitive procedures if properly administered safeguard the officers of the Association against allegations of favouring one contractor over another.

All authorised contractors will be continually monitored for performance and will be issued with an annual assessment questionnaire as part of the Associations annual contractor pack update.

All standard contract documentation referred to will point out that the Association is an equal opportunity employer and requires its contractors to follow the same policy. Contractors will also be reminded of their obligations under the Equalities Act 2010 in

respect of maintenance and repair work undertaken by them for the Association. They will also be reminded of their obligations under the Health and Safety at Work Act and the Bribery Act 2010.

#### Procurement

Hjaltland Housing Association engages external contractors as well as its own labour force to provide the maintenance service to tenants.

Maintenance and repair work is to be awarded to authorised contractors on the basis of the following pre-contract procedures:

- Authorised contractors appointed to undertake minor maintenance work on a regular basis - competitive quotations on the basis of labour rates and materials for a specified term;
- Planned maintenance contracts:
  - Less than £5000 single verbal quotation only followed by official order;
    - £5000 to £10,000 at least 2 written quotations;
    - Above £10,000 formal tender procedure with a minimum of 3 returned tenders.

Details of the tendering procedure to be followed are contained in the Association's contract procedure document.

## Tenant feedback and consultation

Hjaltland Housing Association is keen to consult with its tenants on all matters relating to maintenance. The Association will actively seek to engage tenants in the review and updating of the maintenance policy by:

- Meeting with the Tenant Focus Group
- Inviting feedback through the Association's newsletter
- Including a feedback questionnaire with the Tenant Repair Satisfaction Questionnaire

Tenants are encouraged to give feedback to the Association on its maintenance service whenever a repair is carried out, by means of a Tenant Repair Satisfaction Questionnaire.

## Monitoring & review

The implementation of the policy will be monitored and any alterations will be discussed with tenants and staff with changes to policy being presented to Committee.

Policy Approval: 21 November 2019

<u>Policy review:</u> This policy will be reviewed every 3 years