



Maintenance Policy

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INVESTOR IN PEOPLE

Providing homes, supporting communities

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1.0 Hjaltland Values

Our Vision

Providing homes, supporting communities

Our Values

Teamwork

Working together as one team, to the benefit of our customers. To demonstrate and extend trust in each other.

Open, Honest & Inclusive

We offer a people focused service that is centred in fairness and integrity. We believe in being open, honest and respectful in everything we do.

Ownership

We expect our staff to take responsibility for their actions and give them the freedom to do their job in a positive working environment.

Quality

We value quality in everything we do from the standard of our product to the level of service we provide. We take pride in making a difference in communities and providing continuous improvement.

Innovation

We seek to ensure we have sustainable housing, fit for future generations, maintained and developed to the highest possible standard.

2.0 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.

Maintenance of the Association's housing stock requires a twin-track approach, with a day-to-day reactive repairs service complimenting a cyclical planned programme, all designed to provide high quality social housing where tenants are proud of the standard of their homes.

Policy Statement

Hjaltland Housing Association and our employees recognise the legal obligations placed on them by the Housing (Scotland) Act 2001 and of any other statutory provisions and regulations applying to its activities, and aims to:

To provide a high quality, cost-effective maintenance service to its tenants through the delivery of its maintenance policy.

Employees [and any sub-contractors] have a duty to co-operate in the operation of this policy by fulfilling the responsibilities placed upon them.

Signed

Ian Bray
Head of Housing & Customer Services

Date: 23rd November 2023 Planned Review Date: November 2026

3.0 Regulatory Framework / Legal

The Regulatory Framework is based on the Housing (Scotland) Act 2001.

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 5)).

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.

Hjaltland Housing Association will ensure that we meet all of our legal duties and responsibilities and that we adhere to relevant guidance and the requirements of other regulators.

Relevant Regulatory Standard: 1,2,3,4,5

[RELEVANT LEGAL REGISTER & APPLICATION]

4.0 Responsibilities

4.1 Committee

It is recognised that the Management Committee, while not actively involved in the day to day running of the organisation, is collectively responsible for providing leadership and direction.

Committee Members are responsible for ensuring that Hjaltland Housing Association fulfils its statutory obligations and allocates adequate resources to do so.

4.2 Executive Team

The Chief Executive is responsible for ensuring that the Committee's policy objectives are achieved and that policy and performance are kept under active review to address any changes required. The following individual post has been allocated overall responsibility within the terms of our policy:

- Bryan Leask, Chief Executive Officer

4.3 Senior Leadership Team

Due to the 'managerial' function performed by Heads of Departments it is accepted that they will be best placed to identify and control any concerns within their departments. Day to day responsibility for ensuring the policy is put into practice and consultation with employees is delegated to:

- Heads of Departments

They will ensure:

- The objectives and guidance outlined within our management system is fully understood and observed by persons under their control;
- Responsibilities are clearly defined and allocated / delegated to the appropriate levels within their areas of responsibility;
- The policy statement will be brought to the attention of all employees under their control;
- Any changes to the policy or our arrangements are brought to the attention of all persons under their control;

4.4 Responsible Persons

It is important that policy standards are maintained and improved therefore where necessary specific roles within Hjaltland Housing Association, have been allocated additional responsibilities. Where this responsibility is specific to a subject area, the details of the responsible person are communicated to employees in writing or verbally as required.

These Responsible Persons will also be required to monitor their areas of control as well as the performance and activities of all persons under their control to ensure that acceptable standards are maintained.

Relevant responsible persons are:

Senior Technical Officer and Head of Housing & Customer Services

4.5 All Staff

- Employees will comply with the policies, procedures and arrangements set out in the Management System together with any information, instruction and training provided. In addition, any risk control measures and equipment provided to ensure safe-working practices will be properly used.
- Employees will report to their Head of Department or other member of management any identified breaches of procedures, any accidents or incidents in any aspect, which appears to them to give rise to a significant risk to employees or other persons. Such reports will be made without undue delay.
- Employees will inform their Head of Department or other member of management, without undue delay, where they believe that further training or other risk control measures would be beneficial.
- Employees will co-operate in all programmes, training, assessments and other initiatives that are intended to reduce risk and will actively implement any control measures identified as being required.
- Employees will not participate in horseplay, practical jokes or other acts, which may result in harm being caused to themselves or to other individuals.
- Demonstrate their commitment by their behaviour and co-operate in the investigation of accidents and incidents;

4.6 Third Parties

Contractors should:

- Take full consideration of all pre-construction health and safety information provided by Hjaltland Housing Association.

- Ensure that any work is carried out strict accordance with current legislation and 'industry good practice'.
- Ensure none of their employees carry out work, unless they have received appropriate training.

Tenants should:

- Cooperate with and provide access to Hjaltland Housing Association and their contractors to carry out works at your property. See Property Access Policy.

5.0 Day to day repairs

An efficient and trusted reactive repairs service is paramount in providing a high-quality, value for money service. Maintaining properties to a high standard and completing repairs in a timely manner is inextricably linked with overall tenant satisfaction.

To support this, the Association employs a dedicated team of staff, who are available throughout the working day to answer queries, trouble-shoot and arrange contractor visits.

'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.

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 banister.

'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).

Repairs can be reported directly to the Association;

- By telephone – 01595 69 4986
- In person – 6 North Ness Business Park, Lerwick
- By email – mail@hjaltland.org
- Via our website – www.hjaltland.org
- Via 'My Tenancy' (must be registered) – www.hjaltland.mytenancy.co.uk
- By letter – 6 North Ness Business Park, Lerwick

Out of hours/office closure

When the office is closed, only repairs considered an emergency in line with this policy will be completed. All other repairs will be handled the next working day. Tenants wishing to report an emergency repair can phone 01595 69 2387. A call-handler will take all relevant details, ensure the enquiry meets the 'Emergency Repair' criteria, and arrange for an approved contractor to visit.

Process:

A repair order will be allocated to a member of the Associations' in-house maintenance team, or, if required, to an approved external contractor. 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. This will include the Vacating Property Survey conducted when a tenant submits their termination of tenancy notice.

A post-work inspection will be carried out on

- (a) all repairs which cost in excess of One Thousand 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 pre- and 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- 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 repair	Non-Emergency repair
Total loss of electrical power (not a power cut)	Tripped lighting circuit
Dangerous electrical fault	A faulty appliance that has tripped at the fuse board
Burst water pipe or hot water tank or an uncontrollable leak	Leak under sink when water goes down plug hole
Blocked drain, if there is serious leakage or a risk of flooding	Slow draining sink or wash-hand basin
Blocked or totally unusable toilet (where there is only one in the property)	Broken toilet seat
A tenant, who is elderly, disabled, or has young children or special needs, who is locked out	A tenant who 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

Emergency Repair - Total loss of heating - 24 hours

Where there is a total loss of heating with no alternative, reported over a weekend or public holiday, we will complete this repair within 24 hours. Where the issue is complex and can't be resolved within the timescales, an alternative heat source (plug-in heater) will be supplied.

This does not include loss of hot water, which will be dealt with as a Right to Repair 1, as shown below.

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.

Right to Repair - 1 working day

Repairs are to be completed within one working day of being reported to the Association

Unsafe power or lighting sockets or electrical fittings
Loss of electrical power
Block flue to open fire or boiler
External window, door lock not secure
Loss or partial loss of space or water heating where no alternative heating is available
Toilets which do not flush (where there are no other toilets in the house)
Blocked or leaking foul drains, soil stacks or toilet pans (where there are no other toilets in the house)
Blocked sink, bath or drain (drains block by misuse may incur a charge i.e. flushing wipes)
Loss of water supply
Significant leaking from a water or heating pipe, tank or cistern
Unsafe access to a path or step

Urgent & Right to Repairs - 3 working days

These are repairs which need to be dealt with quickly if they are not to become emergencies. This may involve an interim repair to prevent further damage until a permanent repair is completed.

<u>Repair</u>	<u>Right to Repair 3</u>
Roof leaks to the property	
Repair of minor water leaks on central heating and hot water installations	
Broken sanitary fittings	
Slow drainage of the main sewer	

Overflows which are causing a hazard i.e. water freezing on paths	
Partial loss of electrical power	✓
Partial loss of water supply	✓
Unsafe timber flooring or stair treads	✓
Loose or detached banisters or handrails	✓

Right to repair - 7 Working days

Repairs are to be completed within 7 working days of being reported to the Association

Mechanical extractor fan in internal kitchen or bathroom (where there is no window or external door) not working
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General Repairs - 10 working days

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
Interim repairs to secure boundaries
Dripping taps/washer replacement
Mould and damp issues

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/Complex Repairs

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, particularly 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.

Repairs may be categorised as **complex repairs**, and therefore more likely to experience delay, in the following scenarios;

- Where the repair requires input from multiple trades (joiner, plumber, electrician, painter)
- Where a short-term fix is complete but a long-term solution requires investigation
- Where a short term fix is complete whilst waiting delivery of components

'Right to repair' terms and conditions

If the landlord's nominated contractor does not start the repair within the applicable timescale the tenant can instruct an alternative landlord-authorized 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.

Redecoration & Repair

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. As stated within all Scottish Secure Tenancy Agreements, the Association will also reinstate damage or offer some compensation if damage is caused to personal property through the course of a repair.

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 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.

6.0 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.

7.0 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

8.0 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 fittings 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 fittings 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.

9.0 Alterations and improvement works

Tenants need the Association's written consent in order to carry out any alterations or significant improvement works. This may include, but is not limited to, 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:

- On-going maintenance and/or replacement will be the responsibility of the tenant
- All electrical installations must be completed by a suitably qualified electrician and an electrical certificate must be submitted to the Association.
- 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, if painted, to be in keeping with the colour scheme of 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 re-let the property will be deducted from the amount of compensation payable.
- Any alterations must be re-instated at the end of tenancy, unless there is written agreement that responsibility for on-going maintenance will pass to the incoming tenant. The exception to this includes non-standard electrical items, such as light fittings, which must be removed regardless. In this instance, an electrical certificate must be submitted to confirm the re-instatement has been completed by a qualified electrician.

10.0 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	
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 adaptations (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 (£2,000) less grants or assistance towards work (nil) = £2,000

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

Compensation payment = Cost x percentage of notional life remaining
 = £2,000 x 15/20 x 100% = £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.

11.0 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.

12.0 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.

Item	Tenant Responsibility	Exceptions
Abandoned / Unlicensed vehicles	√	
Batteries for room thermostats	√	
Charcoal filters for cooker hoods	√	
Chimney sweeping	√	
Clothes lines & rotary lines	√	Communal drying areas
Grass cutting	√	Communal areas
Fences-erected by tenant	√	
Domestic Waste Disposal	√	
Fire Baskets and Grates	√	

Fireplace Tiles	√	
Floor Tiles	√	
Garden sheds & Foundations	√	
Light bulbs (including for outside lights and cooker hoods)	√	
Sky & TV connections	√	Communal TV/SKY Dishes
Vermin control	√	Blocking up access points
Waste plug, chain to basin/bath sink	√	
Recycle Wheelie Bins*	√	

*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.

13.0 Advice and information

Technical Advice

The Association provides tenants with advice to explain how their home functions, in terms of heating and ventilation units. This is done at the beginning of each tenancy. Existing tenants can also request a technical appointment if they require further instruction or support. The Association's website includes useful technical advice and instructions for equipment – www.hjaltland.org/customers.

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 – www.hjaltland.org/customers/energy-advice

14.0 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.

15.0 Delegation of authority and responsibilities

The Association's Head of Investment and Asset Management & Head of Housing and Customer Services will be jointly 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 £8,500 and £15,000 at least two competitive estimates should be sought. In the case of repairs costing in excess of £15,000 the Association's tendering procedures will apply. (in an emergency, repairs in excess of £8,500, 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

16.0 Contract procedures

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 £15,000 and over will be the subject of the relevant 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 in line with the contractor control policy 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 £8,500 - single verbal quotation only followed by official order;
 - £8,500 to £15,000 - at least 2 written quotations;
 - Above £15,000 - formal tender procedure.

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

17.0 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
- Distributing surveys to tenants in receipt of planned maintenance and routine repairs to monitor quality and levels of satisfaction

18.0 Measuring Performance

Financial expenditure will be monitored against the annual maintenance budget, and reported to Management Committee as part of the Management Accounts. A property-based record system will be maintained providing a repairs history for each property. This will be backed up with regularly updated 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.

19.0 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. [Customer guidance for complaints](#) 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 [Association's complaints procedure](#).

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 remain dissatisfied at the outcome of the dispute through the complaint's procedure, they will be advised to contact the Scottish Public Services Ombudsman, 99 McDonald Road, Edinburgh EH7 4NS, Telephone 0800 377 7330 <http://www.spsos.org.uk/>, for an independent ruling on the complaint.

20.0 Equality, Diversity and Human Right Impact Assessment

The Association is committed to promoting positive measures that eliminate all forms of unlawful or unfair discrimination on the grounds of age, disability, gender reassignment, marriage & civil partnership, pregnancy & maternity, race, religion or belief, sex, sexual orientation. Our aim as landlord, service provider and employer is to recognise the needs of all individuals, and ensure these commitments are evident throughout every aspect of our business and our activities.

The Association assesses and reviews all new and revised policies and procedures, and an Impact Assessment is available.

21.0 GDPR

The Association will treat your personal data in line with our obligations under the current data protection regulations and our own Data Protection Policy. Information regarding how your data will be used and the basis for processing your data is provided in Hjaltland Housing Associations Privacy notices.

22.0 Monitoring and Review

Employees [and any sub-contractors] have a duty to co-operate in the operation of this policy by fulfilling the responsibilities placed upon them.

As stated, the operations of the company and this policy will be reviewed at least every three years or in light of changing company circumstances, procedures and statutes. These changes will be brought to the attention of employees and others whose health and safety may be affected by such changes.

Planned Review Date: November 2026

