

KNOWES HOUSING ASSOCIATION LTD	
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## **CONTENTS**

1. Introduction
2. Policy Objectives
3. Policy Background and Compliance
4. Linkages with relevant Policies/Procedures
5. Reactive Repairs
  - 5.1 Reporting Repairs
  - 5.2 Processing Repairs Requests
  - 5.3 Repairs Categories
  - 5.4 Response Targets
  - 5.5 Gas Servicing
  - 5.6 Disaster Recovery/Emergency Plan
  - 5.7 Rechargeable Repairs
6. Landlord and Tenant Responsibilities
7. Policy Principles on Repairing Certain Components
8. Access to Tenant's Homes
9. Key Performance Indicators
10. Budgetary and Financial Control
11. Quality and Customer Satisfaction
  - 11.1 Approved List of Contractors
  - 11.2 Pre and Post Inspection Criteria
  - 11.3 Customer Satisfaction Monitoring

12. Equalities Commitment

Appendices:

- Appendix 1 - Landlord Responsibilities
- Appendix 2 - Tenant Responsibilities & Rights
- Appendix 3 – Who is Responsible
- Appendix 4 – Example of Minimum Lettable Standard
- Appendix 5 – Right to Repair

## **1. INTRODUCTION**

- 1.1. This policy acknowledges the importance tenants place on having a high quality responsive repairs service and also recognises the need to achieve value for money for Knowes H.A. in providing this service.
- 1.2. Reactive repairs or day to day repairs are funded from rental income and are defined as those repairs which are carried out on an adhoc basis as the need arises and cannot be deferred for inclusion in planned maintenance programmes.
- 1.3. In carrying out this policy Knowes will observe the relevant Health and Safety policies and legislative requirements as well as current legislation and recommendations on good practice.

## **2. POLICY OBJECTIVES**

- To maintain the housing stock in good order.
- To maintain a safe environment and ensure that danger to persons and damage to property is minimised through timeous reporting and response.
- To provide a repairs service which meets the needs of the Association's customer.
- To inspect a given percentage of completed repairs to assess quality and customer satisfaction.
- To carry out all repairs within agreed response times

## **3. POLICY BACKGROUND AND COMPLIANCE**

- 3.1. Knowes H.A. has developed this policy taking into account the following:

### **Performance Standards**

To meet the requirement of the Scottish Social Housing Charter through compliance with the Charter Indicators.

## **Legislation**

There are many pieces of legislation which landlords must take account of in maintaining their properties, in particular Housing (Scotland) Act 2001. Also including later legislation including the 2014 Housing Scotland Act

Schedule 4 of the act makes provision about the landlord's obligation to repair a house let under the Scottish Secure Tenancy (SST) in respect of :

- The condition of the house at the commencement of and throughout the tenancy.
- Landlord's consent to tenants carrying out work; tenants compensation for improvements.
- Housing (Scotland) Act 2001 Right to Repair Scheme
- Tenant compensation for improvements

## **4. LINKAGES WITH RELEVANT POLICIES/PROCEDURES**

4.1. A number of policies and procedures require to be considered in relation to this policy. These policies and procedures set out in greater detail our position in respect of each area.

- Maintenance Policy
- Rechargeable Repairs Policy & Procedure
- Alteration and Improvements Made by Tenants & Compensation for Tenants Improvements Procedure
- Asbestos Management Policy
- Void Management Policy & Procedure
- Medical Adaptations Policy
- Gas Servicing Policy & Procedure
- Insurance Policy
- Contractor Selection and Tendering Procedures
- Estate Management Policy

4.2 In addition, there are several procedures in place which highlight the processes involved to guide staff when dealing with repairs, such as pre and post inspection procedures, repairs ordering, authorising invoices etc.

## 5. REACTIVE REPAIRS

### 5.1 Reporting Repairs

Knowes will maximise the opportunity and the methods for tenants and other customers, as appropriate to report repairs both during and outwith office hours. This will include reporting at the office in person, telephoning the office, phoning our contractors directly, writing to the Association, via our website and reporting by e-mail.

### 5.2 Processing Repairs Requests – Categories and Response Targets.

Knowes will operate an appropriate system for processing repairs. All repairs will be accurately recorded, coded against an appropriate category and timescale, and a percentage will be inspected on completion.

### 5.3 Repairs Categories

All repairs will be categorised using the following;

- **Emergency Repairs:** are those where there is a risk to safety, danger to health and to prevent serious damage to the building or total loss of services to the tenant. The emergency category is restricted to circumstances where there is a danger to life, a safety hazard, or the potential for more extensive damage to property. Under normal circumstances the removal of the hazard and restoration of the services can be expected at the first visit. The Association will operate a 24 hour emergency service 365 days a year and tenants will be provided with the appropriate contact details for contacting both during and outwith office hours. It should be noted that only in exceptional circumstances will a heating breakdown be considered an emergency.
- **Urgent Repairs:** are those where there is a partial loss of a service to the tenant that seriously affects the comfort or convenience to the tenant or where not carrying out the repair will result in further damage to the property. An urgent repair would be to repair a faulty window handle, close lights where there is still lighting, repairs to stair treads or repairs to an entrance door where there is one working lock.
- **Routine Repairs:** are those that do not seriously interfere with the comfort or convenience of the tenant and cause further problems to the property.
- **Repairs by Appointment:** are those repairs which would normally fall into the category of routine but where an appointment of a specific date and time (contained within 2 hour slots) to suit the convenience of the tenant is offered.

- **Planned Minor Works:** will be works such as gutter cleaning involving several properties which do not come under the category of routine and take longer to set up.
- **Void Repairs:** are those repairs carried out while the property is empty.
- **Right to Repair:** are those “qualifying repairs” covered under the Right to Repair legislation, detailed in Appendix 5.
- **Gas Repairs:** are repairs to gas central heating/hot water.

#### **5.4 Response Targets in working days excluding public holidays**

Knowes with the assistance of our contractors will aim to meet the following targets for the completion of repairs.

- **Emergency:** our contractor will attend within 2 hours (we will monitor this response target) to make safe or restore services and aim to always complete the repair within 24 hours. If there is heavy demand on the emergency service (for example, severe weather conditions such as extreme cold or storms) the priority for the tradesmen will be to remove the hazard. The second priority will be to restore services such as water and power within 24 hours. Completion of the repair will then be within the urgent or routine category if follow up work is required..
- **Urgent Repairs:** will be complete within 5 working days.
- **Routine Repairs:** will be complete within 15 working days.
- **Repairs by Appointment:** will be complete on the appointment date agreed with the tenant unless parts or materials need to be ordered or obtained. In this instance another appointment will be arranged to suit the tenant. Appointments will be arranged within the 15 working day routine timescale. Tenants will be given a 2 hour slot.
- **Void Repairs:** 24 hour, 48 hour 5 working days and a maximum of 10 working days where more substantial remedial work is required.
- **Right to Repair:** We will operate within the Scottish Secure Tenants (Right to Repair) Regulations 2002, which is a statutory scheme recognising that tenants should be compensated when qualifying repairs are not completed within a set period identified in the schedule. It also allows tenants to use another contractor if the originally designated contractor fails to respond within the set period relating to the repair. Our Tenant's Right to Repair

Policy in Appendix 5 sets out our approach in more detail. These repairs require attention within 1, 3 or 7 working days starting on the day following the day the repair is reported.

- Planned Minor Work: will be carried out within 30 working days.
- Gas Repairs: Gas repairs will be the same as those above with the exception of RTR1 which if reported before 12 noon will be attended on the same day as reported, after noon will be attended to the following day. This includes no heating or hot water.

#### **5.5 Gas Servicing**

Knowes Housing Association will maintain and inspect gas appliances within their properties in accordance with the Gas (Installation and Use) Regulations 1998. This covers 100% of all gas heating systems including boilers, flues and fires etc owned by the Association. Although the legal requirement is for appliances to be serviced annually, the Association has a 10-month rolling contract, which helps us comply with this requirement. Properties becoming void will have a safety check carried out as part of the void process.

#### **5.6 Disaster Recovery/Emergency Plan**

Knowes Housing Association has a Disaster Recovery/Emergency Plan which sets out details of action planning and contacts in the event of a disaster or emergency occurring.

#### **5.7 Rechargeable Repairs**

The cost of repairs will be recovered when work is carried out which is the tenant's or owners responsibility or work required due to the negligence of the tenant. An example of this would be forcing a door due to lost keys, reglazing windows broken by tenant or tenant's family, clearing choked toilets, baths, washhand basins etc where the tenant was responsible for the choke, calling out an Emergency Contractor when the repair was clearly not an emergency. The rechargeable repairs policy & procedure provides further guidance.

### **6 LANDLORD & TENANT RESPONSIBILITIES**

- 6.1 Section 5 of Knowes Scottish Secure Tenancy sets out in some detail both the landlord and tenant repairs and maintenance rights and responsibilities. Tenants in all cases should refer to their tenancy agreement in the first instance. These are summarised in appendices 1 and 2, and a checklist of

“Who is Responsible” as described in the Tenant’s Handbook, is contained in Appendix 3.

The Association has a minimum standard of letting and details are included in the ‘Minimum Letting Standard’ Appendix 4. It is this standard which is followed when ordering work for void properties.

## **7 POLICY PRINCIPLES ON REPAIRING CERTAIN COMPONENTS**

### **7.1 *Repairs Arising from Legally Forced Entry by Police due to crime or suspicion of crime.***

Where the police have caused damage to Knowes property by forcing access through the front door to a tenant’s home, we will offer two options to the tenant:

- Advise the tenant to carry out necessary remedial work themselves (Which will be post inspected by our Maintenance Officer) or,
- Instruct a necessary repair but recharge the full cost of this work to the tenant (the tenant will normally be expected to make the first payment in an agreed arrangement to repay the debt before the work is instructed).

### **7.2 *Replacement of Kitchen Units and Fittings***

Knowes will endeavour to match existing units when replacing defective single units, worktops, handles etc. Full replacement of all units will normally only take place during planned replacement programmes but will take place in exceptional circumstances where the full kitchen is beyond economic repair.

### **7.3 *Repair/Replacement of Glazed Units***

Knowes will process replacement of external panes as routine repairs where internal pane is intact. Where glazing is broken through we may initially board window to make safe.

## **8. ACCESS TO TENANT’S HOMES**

### **8.1 For internal repairs and certain external repairs, the contractor will require access to the tenant’s home. When the tenant reports a repair, Association staff will ask if there are any days or times when it would not be convenient for the contractor to call. It is possible to make appointments for specific**

time slots, but not possible for the contractor to call out with normal working hours - except for an emergency. Tenants will be encouraged to provide as precise access arrangements and contact details as possible to ensure that contractors can contact the tenant if required and that the repair can be completed on the first visit where possible.

- 8.2 We can only respond within the response times detailed in section 5 if the tenant is able to offer reasonable access to contractors. In cases of No Access, the contractor will put a card through the tenant's letterbox. In cases of Emergency or Urgent repairs, the tenant will be advised that their repair will now be cancelled and it is the tenants responsibility to re-arrange an alternative time, and therefore a new repair, with the Association. For other categories of repairs, the card will give the contractors contact details and the tenant will have 1 week to contact for a mutually convenient arrangement – if the tenant fails to do so, the repair will be cancelled and again it will be the tenants responsibility to re-report the repair. When the Association cancels jobs through no access, tenants will be notified in writing.
- 8.3 For tenant's own security, they must always ask to see a contractor's identification if access is required to their home. All contractors engaged by the Association are required to carry and produce identification on request. If they are unable to provide identification, the tenant should refuse access and report the matter to staff at the Association's office or the Police.
- 8.4 The Association's contractors will be required to operate in accordance with our code of conduct and the Associations core values (appendix 6) which will be inserted in all contract documentation.

## **9. KEY PERFORMANCE INDICATORS**

- 9.1 The Association will monitor the performance of work carried out within the response times against KPI'S and report to the Committee quarterly.

The targets for the work categories are:

- Emergencies Attended within 2 Hours 100%
- Emergencies completed within 24 Hours 100%
- Urgent 98%
- Routine 98%
- Appointment 100%
- Planned Minor Works 98%

- Void 100%
- Right to repair 100%
- Gas Same Day 100%
- Annual Gas Servicing 100%
- Post Inspection 10% of Completed works orders
- Pre Inspections 95% inspected within 3 days
- Quality Control % Inspection pass 90%
- Tenants Satisfaction with Knowes service 98%
- Tenants Satisfaction with contractor's service 98%

## **10. BUDGETARY & FINANCIAL CONTROL**

### **10.1 Delegated Authority Levels**

The Committee shall agree the annual repairs budget prior to the start of the financial year. Property Services staff have the authority to spend up to the budget amount within the limits expressed at 10.3 below. The appropriate Sub Committee receives a monthly report detailing actual spend against budget both for the previous month and year-to-date. Any relevant comments are attached to this budget report.

### **10.2 Contract Type**

The principles of rethinking construction will also be taken into account and where appropriate partnering arrangements will be entered into.

### **10.3 Expenditure Limits**

The Repairs Officer and Maintenance Officer have authority to sanction work through the contract up to a value of £5,000 on any one order.

The Property Services Manager and Senior Management Team have authority to sanction work through the contract up to £10,000 on any one quotation or tender. Where work can not economically be ordered via time and materials from our contractors, quotations will be obtained in accordance with the following:

- £1,500 to £10,000. Competitive quotations from 3 contractors

- Over £10,000. Full tendering procedures in line with Code of Procedure for Single Stage Competitive Tendering.

The Quotations Register or Tender Book should be completed accordingly.

#### **10.4 Changes to European Union Procurement Directive Requirements**

Prior to 31 Dec 2020 Building repairs and gas maintenance and repairs were procured in accordance with the EU Procurement Directive

Since this date the procurement of building repairs and gas maintenance will adhere to the Public Contracts (Scotland) Regulations 2015. These regulations are applicable to contracts exceeding the Government Procurement Agreement (GPA) thresholds. GPA thresholds are reviewed every two years. The current thresholds are effective until 31 December 2025 and will apply as follows to the Reactive maintenance and Gas Maintenance contracts:

##### **Reactive Maintenance Contract**

- Designated as a works contract.
- Threshold: £5,372,609 (£4,477,174 + 20% VAT).

##### **Gas Maintenance Contract**

- Designated as services contract
- GPA threshold: £189,330 (£179,087 + 20% VAT).

## **11. QUALITY & CUSTOMER SATISFACTION**

### **11.1 List of Contractors**

A list of contractors shall be maintained for reactive maintenance work. The list shall be updated annually and presented to the Board.

A new supplier form will be completed for every contractor added to the Association's supplier list. In addition, the contractor's health & safety policy, equalities policy and insurance certificates are collated. Once this has been received and considered, contractors will be added to an approved list. This list is approved annually by the appropriate Sub Committee.

Those contractors who will require to “work at height” will be required to submit details of “Working at Height” training certificates and provide a method statement and rescue plan for this type of work, where it is not contained within their Health & Safety Policy.

## **11.2 Pre & Post Inspection Criteria**

All void properties will be pre inspected as will any repairs that are unclear from the tenant’s description or are likely to be of significant cost or likely to constitute a hazard.

Post inspection will be undertaken to all void properties, a sample of day to day repairs and all works carried out as a result of quotations being procured. A target of an overall 10% of repairs will be post inspected.

The outcome of post inspections will be recorded on the software system and reported quarterly to the appropriate Sub Committee.

For jobs costing greater than £4k, through one or more work orders. MOs will inspect, record the inspection via e-mail, including photos if appropriate. These e-mails will be archived against the work order and QL updated to record the post inspection.

Pre-inspections will be undertaken to reported repairs which are either difficult to diagnose, or where there is significant component replacement being requested. Jobs will be pre-inspected within 3 working days and there is target of 95% of pre-inspections to be completed within this timescale. The results and outcomes of pre-inspections will be reported quarterly to the appropriate Sub Committee.

## **11.3 Customer Satisfaction Monitoring**

A 25% sample of tenants or owners who have had repairs carried out to their properties will be invited to complete the satisfaction questionnaire. The results of the survey will be reported to the Sub Committee on a periodic basis.

## **12. EQUALITIES COMMITMENT**

**12.1** Knowes Housing Association Ltd is committed to tackling discrimination on the grounds of sex or marital status, racial grounds, or grounds of disability, age, sexual orientation, language, social origin, or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.

**12.2** Knowes' seek to embrace diversity, promote equal opportunities for all and eliminate any unlawful discrimination in all areas of our work.

## **13. COMPENSATION**

On completion of work every property will be inspected and an assessment made of damage to decoration. In cases where damage is caused by contractor's negligence the contractor will be liable to make good. Where damage is the result of carrying out the works the tenant will be offered the following:

- £45 for each room where damage is such that re-decoration of at least one wall is required, up to a maximum of £225 for any given property.
- Compensation will be paid using shopping vouchers or a gift card in accordance with the void management policy section relating to issue and recording of vouchers.

## **APPENDIX 1**

### **LANDLORD RESPONSIBILITIES**

#### **Landlord's Responsibilities**

#### **Knowes (KHA) Will:**

- keep in repair the structure and exterior of the house including:-
- drains, gutters and external pipes;

- the roof;
- outside walls, outside doors, window sills, window catches, window frames, including external painting;
- internal walls and ceilings 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;
- boundary walls and fences where installed by the Association
- keep in repair and in proper working order, any installations we have provided for space heating, water heating and sanitation and for the supply of water, gas and electricity
- basins, sinks, baths, toilets, flushing systems, waste pipes and water tanks;
- electric wiring, fitted fires and central heating installations (installed by Knowes HA), door entry systems and extractor fans;
- Sanitation (for example basins, sinks, baths, showers, toilets) and, hot water heating;
- Space heating (for example central heating) including fireplaces, flues and chimneys.
- Installations include those, which the Association own or lease which directly or indirectly serve the house. The Association will not, however, be responsible for repair of any fixtures and fittings not belonging to us which make use of gas, electricity or water. Neither will Knowes be responsible for the repair or maintenance of anything installed by the tenant or belonging to the tenant, which the tenant would be entitled to remove from the house at the end of the tenancy unless the Association has specifically agreed.
- KHA will inspect annually any gas installations in the house provided by us. KHA will provide you with a copy of the inspection report within 14 days of the inspection. If the inspection reveals the need for repair or replacement of any such installation, KHA will do so within a reasonable

period. KHA will give you a copy of the current inspection record before the beginning of the tenancy.

- Where TV aerials have been supplied by the Association, we will not be responsible for the upgrading or adaptation of any such equipment in the future.
- If the Associations contractors cause damage to the house or the tenants property in connection with inspections or repairs, the Association will reinstate the damage or compensate the tenant for their losses. KHA have a right to require the tenant to move temporarily, to suitable alternative accommodation if this is necessary for the repairs to be done. The tenant will be charged rent during this period but no more than the tenant normally pays. (this will all be clarified in the imminent Decant Policy).

## APPENDIX 2

### **TENANT RESPONSIBILITIES & RIGHTS (as stated in Scottish Secure Tenancy Agreement)**

- In every tenants Scottish Secure Tenancy Agreement they are asked to report to KHA, as soon as reasonably possible, any damage to the house, the common parts or loss or damage to the property. Tenants can do this in person or by telephone or can arrange for someone else to do this on their behalf. KHA operate an emergency telephone service outside office hours. Tenants must allow access for such works.
- Tenants are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the house in a reasonable state of cleanliness. However, tenants are not responsible for carrying out repairs which are due to fair wear and tear. They will however be responsible for any repairs considered to be the result of misuse.
- **MISCELLANEOUS** - Tenants will be responsible for damage to glass, damage to sinks or sanitaryware, plugs or chains, internal door handles,

replacing lost or broken keys and any other costs incurred through forcing entry due to lost keys.

- **EMERGENCIES** - Tenants will take all reasonable steps to ensure that KHA are notified immediately of emergencies, including those which involve the supply of water, and to ensure that, where necessary, access can be gained by KHA representatives.
- **COLD WEATHER** - Tenants will take reasonable care to ensure that water pipes do not freeze. In the event of being absent from the property they should inform KHA and should ensure that the internal water supply is turned off and pipes, tanks etc are drained.
- Tenants agree on being given reasonable notice and where no other arrangement has been made, to allow KHA representatives or KHA to enter the house to inspect any defect and allow contractors or agents to enter the house at reasonable hours to carry out necessary works, repairs or alterations.
- Tenants are not permitted to carry out internal redecoration or work which could prejudice the health and safety of the occupants or neighbours. This would include the painting of gas fire surrounds, which is strictly prohibited and any costs for replacement will be borne by the tenant.
- Tenants agree not to apply stippled or patterned finished “artex” or similar to internal walls. This finish is allowed on ceilings only if properly applied and with KHA’s prior permission. The landlord will not refuse permission unreasonably.
- Tenants agree to uplift carpets or other flooring in your house where repairs are necessary. The Association will advise the tenant before repair work is started that the tenant is required to uplift the carpets or laminate flooring. The Association advises against the use of hardwood/laminate or similar type flooring and where it is necessary to uplift it, the expense will be that of the Tenant.
- If KHA have delayed or failed to carry out certain types of repair, there are statutory regulations which give tenants the right to have certain repairs carried out. Tenants may also be entitled to compensation. KHA will write to tenants separately about these regulations.
- Knowes Housing Association will maintain comprehensive building

insurance. The Association is not responsible for the arrangement of contents insurance cover. Tenants are strongly recommended to insure their personal possessions against loss or damage caused by fire, flood, theft, accident, etc. SFHA operate a Contents Insurance scheme and details are provided by Knowes Housing Association.

## APPENDIX 3

### Who Is Responsible

Item	KHA	Tenant	Exception
Back Boiler	✓		
Balconies (internal)	✓		
Baths	✓		
Bin Shelters	✓		
Brickwork	✓		
Carports	✓		
Ceilings	✓		
Chimney	✓		
(Stack/Pots/Cowls)	✓		
Chimney Sweeping		✓	
Cisterns	✓		
Clothes Poles	✓		
Controlled entry systems	✓		
Cookers		✓	
Communal areas to flats	✓		
Cupboards	✓		
Damp-proof courses	✓		

Item	KHA	Tenant	Exception
Decoration - Internal		✓	
Door Bell		✓	Unless installed by us
Doors to common area	✓		
Door fixing - external	✓		
Door locks	✓		Where tenant has lost or broken key
Doors internal	✓		
Door Name Plate		✓	
Downpipe rain & Soil	✓		
Drainage (Incl Blockages	✓		Where blocked by tenant
Driveways		✓	
Drying Area	✓		
Electric heaters (provided by KHA)	✓ ✓		
Electric plugs		✓	
Electric wiring, sockets, switches	✓ ✓		
Facia, sofit boards	✓		
Fencing-garden boundary	✓		Where provided by tenant
Fencing between gardens		✓	
Fencing other	✓		

Item	KHA	Tenant	Exception
Fire baskets, grates, surrounds	✓		
Fire-electric & gas	✓		
Fireplace tiles		✓	
Floor tiles, carpets and all other floor coverings		✓	
Floorboards	✓		
Foundations	✓		
Fuse box, ELCB fuses MCB	✓		
Fuse to plug		✓	
Gas Central Heating	✓		Unauthorised installations
Pipes/radiators/timer	✓		and those not adopted by KHA for maintenance
Thermosat/pumps etc	✓		
Gas piping	✓		
Garages	✓		Timber garages erected by tenants or unauthorised installations
Garden huts		✓	
Gates	✓		Where not provided by KHA
Greenhouses		✓	
Glass external	✓		

Glass to internal doors/screen	✓		Unless screen installed by the tenant
Item	KHA	Tenant	Exception
Glass double/triple glazing	✓		
Guttering	✓		
Hatch to loft	✓		
Handrails-External	✓		
Immersion heaters	✓		Unauthorised installation
Keys		✓	
Kitchen fittings & Worktops	✓		Unless tenant damage
Light bulbs		✓	
Lighting pendants & roses	✓		
Outbuildings		✓	
Overflow pipes	✓		
Painting external	✓		
Parking - Communal	✓		
Path to main access	✓		
Path to garden	✓		
Path public	✓		
Pigeon loft		✓	
	✓		

Plaster & plasterboard			
Play areas & equipment	✓		
Item	KHA	Tenant	Exception
Porch	✓		Unauthorised structures
Pulley for clothes		✓	
Retaining walls (provided by KHA)	✓		
Roofs, roof tiles/ slates/ roof lights	✓		
Ropes, clothes drying		✓	
Rotary clothes line		✓	Where communal use, or the actual dryer itself
Roughcasting	✓		
Sheds		✓	
Shower unit		✓	Where provided by KHA
Sink base unit	✓		
Sink bowl & drainer	✓		
Skirting boards	✓		
Smoke detectors	✓		
Smoke detectors batteries		✓	
Stairs (communal or internal)	✓		
Stair lighting	✓		
Steps	✓		
Taps	✓		

TV aerials		✓	
Ventilators	✓		Unauthorised installation
Item	KHA	Tenant	Exception
Wash hand basin	✓		
Waste plugs/ chains to basin/	✓		
Bath/sink	✓		
Water supply	✓		
WC and Seat	✓		
Window frames, sills fittings	✓		

**If you report a repair which is not the responsibility of the Association the tenant will be recharged for the full cost of the repair. Tenants will be asked to pay a deposit.**

## APPENDIX 4

### EXAMPLE OF MINIMUM LETTABLE STANDARD

The following minimum standards should be achieved for all void properties:-

Works	Minimum Standard
General Cleanliness	The house will be cleared of furniture, carpets and belonging/rubbish from the previous tenant. Floors should be swept out, kitchen and bathrooms surfaces to be washed down. Attics, basements and out buildings should be emptied.
Garden Areas	Gardens attached to the property should be cleared of rubbish and grass cut if required.
Electrics	All electric's must be checked and a certificate of inspection issued to new tenant, copy to RSL. Alteration to the electric system clearly undertaken by the tenant to be removed unless compliance certificate covers them.
Gas	All houses with gas central heating to have a full gas safety check undertaken and compliance certificate issued to new tenant, copy to RSL. Where gas supply is purely to supply a cooker the carcassing should also be checked.
Gas/Electric Cooking	Where the previous tenant has left a gas or electric cooker, this should be removed as we are unable to certify their safety.
Smoke, Heat & Carbon Monoxide Detectors	The smoke, heat and carbon monoxide detectors should be tested as part of the electric safety check and the gas service.
Water Supply	During the months October – April or during severe cold spells. Consideration paid to whether stopcocks should be shut off and the water supply drained down.
Windows	All windows should be fully operational and checked for safety. Window keys should be issued to tenants where we have fitted locks.
Front Door	Minimum mortice + yale timber door or security lock on glazed door. Check for security and drafts/water ingress.

Internal Pass Doors	All pass doors should be intact and operating properly. Bathroom doors should have a locking device. Door closers should be operating where fitted.
Floors	All loose and missing floorboards to be re-secured/replaced. Floor surface to be even to allow carpets to be laid.
Skirtings and Facings	Missing or badly damaged skirting/facings to be replaced. If possible to repair – should be re-secured and filled where necessary.
Bedroom Cupboards	Should all have level shelf and clothes rail below, space permitting.
Hall Cupboards	Should have three shelves, space permitting.
Medical Adaptations	All medical adaptations should be inspected to ensure that they are fully operational and meet with the needs of the incoming tenant. Where the adaptation is not required by the incoming tenant it should be removed. Any adaptations which could be potentially re used should be stored for future use.
Shower unit	Any electric showers should be included in the electrical check, if faulty they should be removed as the Association will not maintain electric showers other than ones fitted by the Association.
Bathroom Suite	Bathroom suite should be checked for chips/cracks. Coloured bathroom suites will be replaced with white should replacement be required.
Kitchen Units	All Kitchen units to be thoroughly checked and hinges replaced/adjusted where necessary. Damaged drawers and doors should be replaced, where possible. Damaged worktops as a result of burning/water ingress should be replaced where possible.
Decoration	The Association is generally not responsible for the condition / level of decoration in a property. However where the condition of the decoration is deemed to be so bad as to affect the likelihood of anyone accepting the property, then a decoration allowance can be given in accordance with the procedure which will be amended from time to time.

# APPENDIX 5

## RIGHT TO REPAIR

### 1. BACKGROUND

A Scottish secure tenant will be entitled to have a qualifying repair carried out to the house which the tenant is occupying.

The types of repair and the timescale (working days) within which they require to be completed are shown below. A working day is one which is not a public holiday or a Saturday or Sunday.

The provisions of the Right to Repair scheme are not intended to revoke any existing arrangements that are in place to provide an emergency out of normal working hours response to repairs requests.

### 2. QUALIFYING REPAIRS

The Right to Repair scheme provides tenants with the right to instruct urgent repairs if the Association has failed to carry them out within a specified period. Small repairs are covered, each costing up to a maximum of £350 which, if not completed within a reasonable time, may jeopardise the **health, safety or security** of the tenant, the public or the property.

The landlord may consider that the repair requires to be pre-inspected to ascertain if the repair is a qualifying one.

Qualifying repairs are those which are considered to be of particular concern to tenants and likely to cause distress if they are not done quickly.

- LOSS OF POWER – Means any aspect of electrical power, i.e. either power sockets or lighting.
- PARTIAL LOSS (POWER) – means even a single socket or switch will be included.
- COMPLETE/PARTIAL LOSS OF WATER SUPPLY – no distinction between mains water and stored water.
- COMPLETE PARTIAL LOSS OF SPACE/WATER HEATING – even a single radiator not working makes this a qualifying repair. However, one option available is to provide the tenant with temporary heating for all affected apartments thereby

meeting the second criteria “where no alternative heating is available”. No distinction has been made between space and water heating.

The repair must be started by the last day of the prescribed maximum time. If it is not started by that date, the tenant can immediately instruct an alternative contractor to do the work.

### **3. COMPENSATION**

Compensation must be paid automatically. It is an entitlement i.e. the tenant does not need to claim compensation.

In respect of the initial contractor, if the repair is not completed by the end of the maximum time the tenant will be entitled to a payment of £15.

In addition, if the alternative contractor also fails to carry out the repair within the second period of time, the landlord is required to pay compensation at the rate of £3 per working day, for every working day the repair remains outstanding. The maximum compensation payable is £100.

### **4. LIST OF DEFECTS & REPAIRS WHICH ARE QUALIFYING REPAIRS, & MAXIMUM TIMESCALE FOR COMPLETION DATES**

<b>DEFECT</b>	<b>MAXIMUM TIME (working days)</b>
1. Blocked flue to open fire or boiler.	1
2. Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house.	1
3. Blocked sink, bath or basin.	1
4. Complete loss of electric power (sockets or lighting).	1
5. Partial loss of electric power.	3
6. Insecure external window, door or lock.	1
7. Leaks or flooding from water or heating pipes,	1
8. Loss or partial loss of space or water heating, where no alternative heating is available.	1
9. Toilet not flushing where there is no other toilet in the house	1
10. Unsafe power or lighting socket, or electric fitting.	1
11. Complete loss of water supply.	1
12. Partial loss of water supply.	3
13. Loose or detached banister or handrail.	3
14. Unsafe timber flooring or stair treads.	3

15. Mechanical extractor fan in kitchen or bathroom not working. 7

## **5. PROCEDURE FOR NOTIFICATION AND CARRYING OUT QUALIFYING REPAIRS**

Where it is considered that it is necessary to inspect the house to ascertain whether the repair is a qualifying repair, a pre-inspection order shall be issued. The tenant shall be notified of this and a date arranged for the inspection.

Where the repair is a qualifying repair, the tenant shall be informed and arrangements made for access. The tenant shall also be informed of the following:-

1. The maximum period within which the qualifying repair is to be completed
2. The last day of that period
3. The effect of the Right to Repair regulations 2002
4. The name address and phone number of our main contractor and one other contractor from our list of approved contractors.

The works order will be issued in accordance with the procedure for issuing works orders.

It should be noted that should a tenant fail to provide access as arranged the entitlement to the Right to Repair regulations and subsequent compensation is cancelled.

## **6. INSTRUCTING AN ALTERNATIVE CONTRACTOR**

Where the primary contractor has not started the qualifying repair by the last day of the maximum period, the tenant may instruct the other listed contractor to carry out the repair.

The second listed contractor will be informed that they are to contact the Association if they are contacted by the tenant, the contractor will be given a copy of the works order and instructed to carry out the work in the required timescale which will be the same as the original timescale. Tenants will be encouraged though to contact the Association in the first instance thereby allowing authorisation to be given to the alternative contractor that they can attend the job.

**Our primary contractor for gas repairs is City Building and reactive repairs is currently MJM Joinery. Our second listed contractor for gas repairs is MJM Joinery and for reactive repairs it is City Building.**

## **7. SUSPENSION OF THE MAXIMUM PERIOD**

In exceptional circumstances the running of the maximum period shall be suspended. In this case the tenant will be notified.

## **8. PROVIDING INFORMATION ABOUT THESE REGULATIONS**

Tenants shall be notified once a year about these regulations, information will also be provided in the tenant's handbook.