



**Policy Title: Repairs Policy**

**Previous Review Date: May 2022**

**Revised: September 2024**

**Next Review Date: September 2027**

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## **1. Introduction**

- 1.1 The Repairs Policy is an important working document for the efficient and effective delivery of the Association's housing services. It has been developed to take account of legislative, regulatory and good practice requirements in relation to repairs and maintenance services.
- 1.2 The purpose of this document is to set out Southside Housing Association's guiding principles in the provision of its repairs service. The document seeks to set out clearly the service that the Association will provide, an explanation of the provisions of that service, how the service will be monitored, and where delegated responsibility and authority lies for service delivery. It should be read in conjunction with the Planned/ Cyclical Maintenance Policy and Asset Management Strategy.
- 1.3 It considers responsive repairs in the context of wider property asset management, to ensure that our stock is well-maintained and achieves the required standards of compliance and safety, meets the needs of the customers and makes best use of our resources over the long term in order to maximise the impact of our investment.

## **2. Scope of the Policy**

- 2.1 This policy covers our approach to delivery of the repairs and maintenance service. The service is one of our most important functions as a landlord, ensuring our stock is well maintained, meets all current standards and is able to meet the needs of our customers
- 2.2 This policy applies to customers living in Southside rented homes and Mid-Market Rent properties. The full scope of the policy does not apply to residential or commercial leaseholders and other customers where management services are provided by Southside or to owners living in properties factored by Southside.

## **3. Policy Objectives**

- 3.1 The key objectives of the Repairs Policy and procedures are as follows:
  - To provide safe, warm, comfortable and healthy homes which meet the needs and demands of the communities in which we work.
  - To comply with legal duties, regulatory requirements and good practice standards.
  - To clearly define levels and standards of service for the repairs function.
  - To provide an efficient and responsive repairs service that meets the needs of tenants and gets repairs done right, on time, first time.

- To clearly define the responsibilities of tenants and the Association in relation to responsive maintenance
- To maximise the useful life of the Association's properties by undertaking responsive maintenance work through which quality, value for money and high levels of tenant satisfaction are achieved.
- To protect the asset value of the Association's stock through maximising the life of components and minimising the risk of defects occurring.
- To provide a clear and effective strategy for responsive maintenance to meet the present and future needs of the Association and its tenants, which complements the Asset Management Strategy and other maintenance policies.
- To contribute to maintaining the Scottish Housing Quality Standard for all Association properties.
- To meet Scottish Social Housing Charter outcomes and standards.
- To make best use of the financial resources available to protect the asset base and ensure the sustainability of the Association's properties.
- To ensure effective systems are in place to monitor performance in relation to responsive maintenance activities and services, emphasising the achievement of desired levels of work quality, customer service and satisfaction.
- To enable the Association's Management Committee to exercise due control over maintenance activities through appropriate performance reporting systems.
- To ensure that all internal procedures supporting this policy are clear, comprehensive and available to all staff, ensuring a consistent approach to managing, implementing and budgeting for all aspects of the service.
- To comply with the Association's Financial Standing Orders and to have in place cohesive and strategic procurement policies to secure the best contractors, consultants and value for money through price and quality assessments.

#### **4. Definitions**

- 4.1 Responsive repairs or day to day repairs are funded from rental income and are defined as those repairs which are carried out on an ad hoc basis as the need arises and cannot be deferred for inclusion in planned maintenance programmes.

- 4.2 Responsive repairs occur in an intermittent and unplanned fashion, e.g. burst pipes, broken windows, fused sockets, missing roof tiles etc. Responsive repairs will not normally involve providing something which is not already there or improving or replacing items unless they cannot be repaired. Whilst the causes of these may vary, their defining character is that they occur at random and are usually requested by tenants or picked up by staff during estate inspections.
- 4.3 The Association will group these responsive repairs and, using competitive tendering procedures, procure a responsive maintenance services which will take advantage of economies of scale and allow best practice initiatives to be implemented.
- 4.4 A flexible approach to the type of contract will be adopted to allow for market conditions and contractor availability. The responsive repairs contract may be split into individual lots based on trades and can be grouped with other contracts such as voids, taking into account the potential for economies of scale as well as the specialisation.

## **5. Legal and Regulatory Framework**

- 5.1 In approving and implementing the repairs policy and associated procedures the Association aims to comply with the following legislation:
- Housing (Scotland) Acts 2001,
  - Health and Safety at Work etc. Act 1974
  - Public Health (Scotland) Act 1987
  - Scottish Secure Tenants (Right to Repair) Regulations 2002 (Scottish Statutory Instrument 2002/316).
  - Data Protection Act 2018 and the UK General Data Protection Regulation
  - Equality Act 2010
  - Control of Asbestos Regulations 2006
- 5.2 Various contractual terms are imposed via relevant tenancy, occupancy and management agreements. The Association shall ensure all its practices accord with these terms and requirements.
- 5.3 In common law there is an implied obligation on a landlord to maintain the property for the duration of the tenancy in a tenantable and habitable condition, including an obligation to carry out necessary repairs. The obligation to provide a habitable house is wider than the issue of repairs, and includes, for example, dampness free and keeping the house wind and watertight as a principal obligation. The Association will through its repairs policy comply with these obligations.

## 6. Scottish Social Housing Charter

6.1 The Scottish Social Housing Charter came into effect in April 2012 and this sets the standards and outcomes that all social landlords should aim to

6.2 achieve when performing their housing activities. The Charter replaces the Performance Standards and states in terms of maintenance landlords should:

*Manage their business so that tenants' homes, as a minimum, meet the Scottish Housing Quality Standard by April 2015 and continue to meet it thereafter, and when allocated, are always clean, tidy and in a good state of repair.*

*Manage their businesses so that tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.*

*Manage all aspects of their business so that tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.*

6.3 Social landlords are responsible for meeting the standards and outcomes set out in the Charter. The Scottish Housing Regulator is responsible for monitoring, assessing and reporting on how well social landlords, individually and collectively, achieve the outcomes.

6.4 We will, through operation of this policy and supporting procedures, demonstrate compliance with the Scottish Social Housing Charter.

6.5 The Scottish Housing Regulator's approach to monitoring landlords' achievement of the outcomes and standards in the Charter will be based on the landlord's performance information and their own assessment of their performance. For each year ending on 31 March, landlords will be expected to:

- Measure and assess their performance in progressing towards or achieving the Charter outcomes and standards.
- Provide the Regulator with key performance information on their achievement of the outcomes and standards.
- Report their performance to their tenants and other service users who use their services.

6.6 The Association will review each element of the Charter with its tenants and agree locally based standards designed to demonstrate the achievement of outcomes.

6.7 RSLs must report annually through an Annual Return on the Charter (ARC) on the percentage of stock meeting the Scottish Housing Quality Standard, the percentage of existing tenants satisfied with the quality of their home, the

- 6.8 average length of time taken to complete emergency and non-emergency repairs and the percentage of responsive repairs carried out in the last year completed right first time.
- 6.9 The Charter standards and outcomes that are most relevant to property repairs and maintenance are as follows:

#### **Charter Standard 4: Quality of Housing**

Tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) when they are allocated; are always clean, tidy and in a good state of repair; and also meet the Energy Efficiency Standard for Social Housing (EESH) by December 2020.

#### **Charter Outcome 5: Repairs, maintenance and improvements**

Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.

#### **Charter Outcome 13: Value for Money**

Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

### **7. Reporting Repairs**

- 7.1 The Association will publicise information about the service in a number of ways. Our website will contain information indicating the division of landlord and tenant responsibility for instructing, and paying for, different types of repair work. Publications such as the quarterly tenant's newsletter will also be used to provide more general and practical information, including contact details and service performance statistics.
- 7.2 The Association will aim to make it as easy and as accessible as reasonably possible for customers to report repairs. Tenants may inform the Association that repair work is required via telephone, letter, email, the website/ customer portal or in person at any of the Associations offices, according to their individual preference.
- 7.3 Responsive repairs may be reported at any time. The Association operates a 24-hour, 365 day a year service. Outwith office hours calls to this service are diverted directly to our out of hours contractor.

## 8. Pre-Inspection

- 8.1 The Association will pre inspect repair works only where this is required in respect of measurement/estimating, where an assessment of condition of an item is required or in order to trace/diagnose a fault.
- 8.2 Repairs staff will be trained to respond to repair requests and where possible refer the repair directly to the responsive repairs contractor for action.

## 9 Repair Priorities

- 9.2 The Association aims to provide a high-quality day-to-day repairs service to its tenants. The Association has in place an effective repairs reporting process for tenants. A range of reporting methods are offered including personal contact, telephone, freephone, letter, email, direct to our appointed contractor etc
- 9.3 The Association undertakes to carry out repairs within the timescales detailed below for the appropriate categories.
- |            |                                       |
|------------|---------------------------------------|
| Emergency: | Made safe in four hours               |
| Urgent:    | Carried out within two working days   |
| Routine:   | Carried out within seven working days |
- 9.4 The Association will categorise reported faults according to the level and nature of response required. We will apply a consistent approach to categorisation and ensure our staff team are appropriately trained to achieve this. Although seeking uniformity and consistency across the repairs categories special consideration will be given to elderly/ disabled households and those with young children. Categorisation of repairs will be carried out as follows:

### Emergency

These are repairs that may pose a threat to a building/property or the health/wellbeing of its occupants if not attended to as soon as possible. These repairs will constitute a threat to continued occupation, a danger to life or a safety hazard or have the potential to cause extensive damage to the property. This will include, but not be restricted to:

- Incidences of fire and flood
- Total loss of water supply
- Significant leaks or flooding from water or heating pipes, tanks and cisterns
- Blocked main drains, soil pipes or a sole w.c.
- Sole w.c. does not flush
- Work to remedy interruption to mains services i.e. electricity, gas, water



- Unsafe electrical fittings
- Total or partial loss of space or water heating where no alternative heating is available
- Right to Repair items (see section 9).
- Gaining access to a property and repairs to make the property secure
- Broken windows and insecure external doors, locks and windows
- Insecure handrails, unsafe access paths or steps

As part of its responsive maintenance contract the Association will put in place a call out service for emergency repairs outwith office hours. This will be available 24 hours a day, 7 days a week. Details of the number to call are provided in the tenant's handbook, in our newsletters, in the office reception, on our website and on the Association's telephone answering machine.

### Urgent

Faults and incidences that require prompt attention, but which do not arise as a result of emergency circumstances shall be categorised as Urgent. Typically, these are repairs which seriously affect living conditions or may cause rapid deterioration of building fabric and may be potentially dangerous to health. This category will also apply where tenants are seriously inconvenienced. This will include, but not be restricted to:

- Partial loss of water supply
- Manageable / minor plumbing leaks
- Defective cistern or overflow
- Heating system defects / partial loss of heat (*if alternative heating available*)
- Hot water system defects / partial loss of hot water
- Partial loss of electric power
- Minor electrical faults
- Severe dampness
- Security of internal doors and windows
- Defective flooring
- Damage to stair treads or handrails / banisters
- Unsafe timber flooring
- Rain penetration at doors or windows

### Routine

Routine repairs are those that are the Association's responsibility, but do not fall into the emergency or urgent categories. Some routine works may have an urgent nature but due to the availability of part or material may have to be categorised as routine. The Association however will ensure the work is completed as soon as possible and that there is no threat to the building/property or health/well-being of its occupants. Below are some examples of repairs that will be regarded as routine:

- General joinery repairs
- Repairs to doors, windows and floors
- Repairs to kitchen fittings
- Repairs to plaster work
- Dripping / leaking taps or shower units
  
- Other minor plumbing repairs
- Repairs to tiling
- Easing doors and windows
- Other minor day-to-day repairs / replacements

9.5 On receipt of an urgent or routine repair the contractor allocated to the job will make contact with the tenant for access. A morning or afternoon slot will be offered on a specific day and this will be within the target time for repair completion.

9.6 If a repair classed as routine becomes urgent/ emergency whilst waiting to be carried out, the Association will re-classify the repair and the work will be completed within the revised response time.

9.7 The Association reserves the right to amend the completion category and timescale for individual repair works to take account of unforeseen or other specific circumstances. These include, for example, a requirement to order parts and materials, very specialist works, and additional works being identified when repairs are being carried out. Any amendment to the completion timescale will be clearly recorded in order to create an appropriate audit trail.

## **10. Right First Time**

10.1 The Scottish Housing Regulator included a measure of repairs carried out “right first time” in the first Scottish Housing Charter which came into force in April 2013.

10.2 A repair is deemed to have been completed right first time if it is completed to the tenant’s satisfaction, within the appropriate target timescale agreed locally and without the need to return a further time because the repair was inaccurately diagnosed and/ or the operative did not resolve the reported problem.

10.3 Emergency repairs are excluded from this measure as are complex works which will require a number of visits and or involve multiple trades. Works reported which are subsequently included in planned or cyclic maintenance programmes will also be excluded.

10.4 As part of our ongoing liaison with our responsive repairs contractors we will work towards improving performance in respect of getting repairs done right first time. This will involve improving our initial diagnosis and pre-planning,

- 10.5 ensuring work specifications are accurate and required materials are identified and carried as stock items by the contractor.

## 11. Right to Repair

- 11.1 The Housing (Scotland) Act 2001 introduced the tenant's Right to Repair on 30 September 2002; a facility which allows tenants, to arrange to call one of
- 11.2 the Association's approved contractors out, if a qualifying repair is not carried out on time.
- 11.3 The legal reference to this is the Scottish Secure Tenants (Right to Repair) Regulations 2002 (Scottish Statutory Instrument 2002/316). The Association has incorporated the statutory Right to Repair Scheme into its Tenancy Agreement.
- 11.4 The Right to Repair period starts on the **first working day after**, either the date the Association receive the qualifying repair request from the tenant or where the Association requires to inspect the property, the date of inspection.
- 11.5 If our responsive repairs contractor, notified of the qualifying repair has not started the qualifying repair by the last day of the Right to Repair period, all tenants have the right to instruct the work themselves, provided they use the Associations list of alternative contractors which may be subject to change and notified to tenants accordingly.
- 11.6 The Association will not accept liability for costs incurred by tenants who fail to contact SSHA appointed contractors and who engage non-approved contractors to carry out repairs.
- 11.7 A qualifying repair is a small urgent repair which is the responsibility of the Association including the following list identified in the Schedule to the Regulations. The scheme covers repairs up to a maximum value of £350.00 for any single qualifying repair:

Defect	Maximum period in working days from date of notifications of qualifying repair or inspection
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1 1
Blocked sink, both or drain	3
Electric power – Total loss of electric power Partial loss of electric power	1 3
Insecure external window, door lock	1
Unsafe access path/step	1
Leaks or flooding from water or heating pipes, tanks, cisterns	1
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating where no alternative heating is available	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket, or electrical fitting	1
Water supply – Total loss of water supply Partial loss of water supply	3 1
Loose or detached banister or handrail unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	

11.8 There are a number of exclusions to the list of qualifying repairs, and these are detailed as follows:

- Repairs which are not “qualifying repairs”.
- Repairs occurring within the property’s defects liability period which are the responsibility of the Contractor.
- Repairs which involve an element of recharging to the tenant (arising from breach of tenancy e.g. wilful damage).
- Repairs which are not the Association’s responsibility (failure by utility company e.g. Gas or Electricity supply company).
- Repairs to common parts.
- Where reasonable access was not provided by the tenant, either for an inspection or for the actual repair work, provided the tenant has been given reasonable opportunity to provide access.
- Where the repair was made safe whilst awaiting specialist components.
- Where the Association could not reasonably have concluded the repair due to exceptional circumstances e.g. difficulty in obtaining delivery of materials or adverse weather conditions.
- Where the Association has affected a temporary repair within the agreed response time to prevent the immediate threat to the tenant’s health, safety, security.

11.9 In any of the circumstances outlined above the tenant will be advised that the repair is excluded from the list of qualifying repairs.

11.10 The target date for completion is calculated from the first working day (Public holidays and weekends are excluded) after the date the repair was first notified to the Association, or where the Association undertakes a pre-inspection, the actual date of inspection agreed with the tenant.

11.11 The Association will instruct repairs **or** undertake pre-inspection of reported items as soon as possible following notification. However, this will not be used by the Association to provide a ‘breathing space’ by creating delay in the process.

11.12 Where a tenant is required to contact one of our alternative contractors to carry out a qualifying repair they will be entitled to compensation.<sup>4</sup>

11.13 There is no obligation on the tenant to apply for compensation as the responsibility for informing the tenant lies with the landlord. The Association

11.14 will therefore advise tenants of their rights if a qualifying repair is not carried out on time.

11.15 Payments will not be automatic, and tenants will require to submit a claim on forms available from the Association office. Claims must be made within 21 days of the failure to meet the response target, and it will be necessary to provide details of the circumstances relative to the claim.

- 11.16 Tenants will be entitled to claim a flat rate compensation payment of £15.00 for each repair and £3.00 per working day in the period commencing on the day following the target date for completion and ending with the day on which the qualifying repair is completed subject to a maximum payment of £100.00.
- 11.17 The Association will hold the responsive repairs contractor liable for any compensation paid in respect of failure to meet right to repair timescales.
- 11.18 Where a tenant is in rent arrears or is subject to an outstanding balance for rechargeable repairs, any payment due under the scheme will be deducted from this balance.
- 11.19 Notwithstanding our legal obligations the Association will seek to minimise any failures on right to repair and ensure our responsive repairs service will discharge our duties effectively and tenants will not require to invoke an alternative contractor route to have their repairs carried out effectively and on time.

## **12. Rechargeable Repairs**

- 12.1 The Association is committed to providing a cost effective, efficient repairs and maintenance service whilst meeting all its legal and contractual obligations as a Registered Social Landlord.
- 12.2 The Association recognises that it is sometimes necessary to complete repairs which fall outwith its responsibility as determined by the division of responsibilities between the tenant and the Association in the tenancy agreement. The Association has therefore set out clear rules for the recharging of such repairs and to ensure that any repair completed that can be attributed to the responsibility of the tenant should be recharged as appropriate.
- 12.3 A full policy statement and associated procedures in respect of recharges is available under our stand-alone Rechargeable Repairs Policy.

## **13. Landlord and Tenant Responsibilities**

- 13.1 We will ensure that our responsibilities for the repair and maintenance of our properties are clearly detailed.
- 13.2 We will also ensure that the responsibilities of our tenants for specific repairs and the care and maintenance of our property are clearly explained in the Tenancy Agreement and Tenants' Handbook, and that tenants are reminded of their responsibilities from time to time through articles in the newsletter, the publication of fact sheets and through various tenant's groups.

## **14. Access to Tenants Homes**

- 14.1 The Association endeavours to arrange repairs times to suit the needs of individual tenants and passes on access details, availability and tenants contact numbers to the responsive maintenance contractor, to minimise

inconvenience and abortive visits. Tenants will be asked to ensure that someone is available straight away to let our contractor in for emergency works. Under our other repairs categories tenants are offered AM or PM appointments for works requiring access.

- 14.2 The responsive repairs contractor will attempt to gain access to the property on 2 occasions. Should access not be gained the repair will be cancelled and the tenant will require to re-report the fault should work still be required. In certain circumstances and depending on the nature of the repair the Association's staff may seek to gain access to the property to ensure there are no health and safety considerations or that there is no risk of damage to the fabric of the property should the repair not be carried out.
- 14.3 In exceptional circumstances it may be necessary for the Association to force entry, and we will make good any damage caused in such circumstances. Forced entry will only be made in exceptional circumstances when there is risk of serious damage to property occurring and no-one is at home.

## **15. Quality Control**

- 15.1 With all repairs works the Association will aim to ensure that good quality materials are used by repairs contractors and also that high standards of work are achieved. A robust inspection and monitoring system shall be in place for this purpose. The Association will maintain effective systems for monitoring contractor performance and requesting feedback from residents on repair work carried out.
- 15.2 Repairs post inspections will be carried out on a random 10% sample and in all cases where tenant dissatisfaction is expressed (through our customer satisfaction survey or through further repairs reports).
- 15.3 The results of post-inspections will be taken into account when reviewing contractors' performance.
- 15.4 The Association will hold regular formal liaison meetings with responsive maintenance contractors where issues of quality will be addressed and improvements sought through joint working.

## **16. Planned and Cyclical Maintenance**

- 16.1 The Association has a substantial planned and cyclical maintenance programme which aims to maintain all properties to the Scottish Housing Quality Standard.
- 16.2 Our Asset Management Strategy not only seeks to maintain our assets and prolong their useful life but to increase the proportion of repair work carried out in this planned fashion and reduce the need for responsive maintenance and reducing costs.

- 16.3 Planned maintenance is seen as the most efficient way in terms of cost, and service delivery, to undertake maintenance work to our stock. Clearly the organising of maintenance work into larger, and hence more cost-efficient packages of work is preferable to the more costly alternative of an unplanned one-off. Similarly, the use of service contracts can reduce the cost of repairs and reduce unplanned failures through appropriate regular checks as well as ensuring compliance with safety and building standards.
- 16.4 The Association will, through its Asset Management Strategy, examine and analyse responsive repairs and continuously review its planned and cyclical maintenance programmes to ensure preventative works are used and replacement programmes have as a priority objective the reduction of responsive repairs.
- 16.5 This policy should therefore be read in conjunction with our Planned and Cyclical Maintenance Policy.

## **17. Training and Development**

- 17.1 Staff responsible for implementing the Associations policy on Repairs will have training appropriate to their needs and to the needs of the Association identified within their Personal Training Plans to ensure the aims of the policy are met.
- 17.2 All staff receiving repairs reports will be trained to deal with requests efficiently, effectively and courteously and to accurately categorise the repair requested.

## **18. Tenant Involvement in Reviews of Service**

- 18.1 The Association recognises through its Tenant Participation and Engagement Strategy the importance of putting the views of tenants and residents at the heart of its policy making. We will consult with tenant/ residents and representative groups through a variety of methods including individual and group consultations, by newsletter and through our website when reviewing this policy.
- 18.2 In reviewing the maintenance policy and procedures, feedback will also be sought from those individuals who have been involved in a repairs or maintenance issue. This feedback will be analysed to inform reviews of the service as will complaints and comments from tenants.

## **19. Equality and Human Rights**

- 19.1 In applying the Repairs and Maintenance Policy, SHA will ensure it complies with the Equality Act 2010. The Act makes it unlawful to discriminate against, harass or victimise a person because they have one or more of the following protected characteristics: age, disability, gender reassignment, marriage and



civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation.

- 19.2 An Equality Impact Assessment (EqIA) (Appendix 2) has been carried out in relation to this policy to assess the positive and negative Equality Impacts of this Policy.

## **20. Data Protection**

- 20.1 SHA will treat all personal data in line with our obligations under the Data Protection Act 2018, the UK General Data Protection Regulation and the SHA Privacy Policy and Data Retention Policy. Information regarding how SHA process personal data and the legal basis for processing personal data is set out in SHA Fair Processing Notices.

## **21. Delegated Authority**

- 21.1 Delegated authority is granted by the Management Committee through the SHA Scheme of Delegated Authority to the Chief Executive and SHA staff to operationally interpret and implement the Repairs and Maintenance Policy and associated procedures.

## **22. Resources**

- 22.1 We will ensure that all responsive maintenance services are planned, effectively budgeted for, and managed to a high standard. We will provide sufficient staff and staff training resources for responsive maintenance services as the needs of particular areas are identified.

## **23. Monitoring and Reporting**

- 23.1 The Director of Property Services is responsible for ensuring the implementation of this policy and supporting procedures by staff, and for the maintenance of all the necessary records on the housing system to enable the compilation of regular reports on performance.

- 23.2 Targets will be set for monitoring performance for each aspect of dealing with the process of responsive repairs.

- 23.3 The Operations Sub Committee will receive reports from the Director of Property Services to allow effective monitoring of the policy and implications for other policies. These reports will include:

- Number of Repairs ordered
- Performance against target for responsive repairs categories
- Repairs completed first time

- Customer satisfaction with the repairs service.
- Equalities information will be included in reports where appropriate to identify any particular issues or impacts

23.4 Our performance will be regularly benchmarked against other comparable landlords and in particular through the Scotland's Housing Network Benchmarking Groups.

## **24. Customer Service/Satisfaction**

24.1 SHA is committed to achieving high levels of customer satisfaction in the delivery of this Policy.

24.2 SHA will include aspects of the repairs and maintenance process within its main tenant satisfaction survey and ensure that any feedback is taken into account in any review of this policy.

24.3 The feedback and information received in this way will be used to inform any policy review with a view to improving the services we deliver and the overall SHA customer experience. The survey results will be reported to the Scottish Housing Regulator through our annual return on the Scottish Social Housing Charter and in our SHA Annual Report.

## **25. Risk Management**

25.1 The management of repairs and maintenance represents risk to SHA in the following ways:

- Failure to comply with relevant legislation may result in possible legal challenges.
- Failure to comply with regulatory guidance may result in action by the Scottish Housing Regulator
- Service standards not being consistently applied may lead to customer dissatisfaction
- Expenditure not properly managed may have implications for the budget and the Association's financial and business plans
  
- Inadequate prioritisation of repairs may lead to potential injury or further damage to properties

25.2 In consideration the importance of these risks the effective management of this policy is vital. By having a written maintenance policy and procedure the Association is able to ensure that a consistent uniform and professional approach is adopted and the service delivered is compliant with legislation and best practice.

25.3 SHA consider and review risk at both a strategic level through monitoring of the Corporate Risk Register by Audit Committee and Management Committee, and at an operational level through the Operational Risk Register monitored by the SHA Managers Group.

## **26. Links with Other SHA Policies**

26.1 The Association recognises that repairs and maintenance is dependent on policies and performance in a variety of service areas, including:

- Void Management
- Rechargeable Repairs
- Planned and Cyclic Maintenance
- Asset Management
- Estate Management Policy
- Procurement Policy

## **27. Openness and Transparency**

27.1 This policy will be published to the SHA website. Associated Repairs and Maintenance documents and information are available on request from the Association subject to statutory exemptions and exceptions which may be applied to release in terms of the Freedom of Information (Scotland) Act 2002 (FOISA) and the Environmental Information (Scotland) Regulations 2004 (EIR).

27.2 SHA will always exercise a presumption to publish information in relation to repairs and maintenance which is in the public interest unless there is a compelling reason as set out in FOISA or the EIRs not to publish.

## **28. Review**

28.1 This policy will be approved by the Management Committee. It will be reviewed every three years unless amendment is prompted by a change in legislation, operational requirements, customer feedback or as dictated by our risk management strategy.

28.2 This policy will be reviewed every three years, or sooner, in the event of a significant legal or regulatory change which affects this policy, a change in operational requirements or as dictated by our risk management strategy.

28.3 In reviewing repairs and maintenance, we will incorporate tenant feedback on the repairs process and customer satisfaction surveys. This feedback will be analysed to inform reviews of the service as will complaints and comments from tenants.

28.4 The policy, in parts, attempts to summarise current legislation. In any case of conflict between the two, legislation will always take precedence.

## **29. Complaints and Appeals**

29.1 If anyone feels that they are dissatisfied with the service they have received as a result of this policy they have the right to complain and should be encouraged to use the Associations Complaints Procedure.

29.2 Further information on how to make a complaint is available from the SHA website. Complaints can be made via the website, in person in writing or by email, or by telephoning the SHA office.

29.3 We will attempt to resolve complaints quickly through front line resolution by the staff who receive the complaint. Where this is not successful or where the complaint has been categorised as constituting a serious service failure, we will carry out a full complaint investigation.

29.4 Beyond SHA's two stage internal procedure, complainants have a right to refer their complaint to the Scottish Public Services Ombudsman (SPSO) for an independent external review. SHA's Complaints Handling Procedure details the way in which complaints can be made to the SPSO, and the timescales for responding.

## Appendix 1 Tenant Alterations and Compensation for Improvements

- 1.1 The Housing (Scotland) Act 2001 introduced new regulations covering the statutory right of a tenant to obtain compensation for any improvements they may undertake to their home. Details of qualifying improvements are provided below. The list is not intended to be comprehensive and may be subject to review.
- 1.2 The legal reference to this is the Scottish Secure Tenants (Right to Repair) Regulations 2002 (Scottish Statutory Instrument 2002/316). The Association has incorporated the statutory Right to Repair Scheme into its Tenancy Agreement.
- 1.3 Improvement work is 'qualifying improvement work' prescribed in Section 30 of the 2001 Act and contained in the Schedule contained within the SST (Compensation for Improvements) (Scotland) Regulations 2002.
- 1.4 It is a condition of the Scottish Secure Tenancy (Section 28) that the tenant must obtain the written consent of the Association to carry out works (other than internal decoration).
- 1.5 Alterations made without the Association's consent will **not** qualify for compensation. Permission will not be unreasonably withheld and will normally be granted subject to the following conditions being met: -
  - a) The Association must be satisfied that any proposed improvement must meet the relevant standards in respect of materials, safety and workmanship. Manufacturer's recommendations for installation must be adhered to and maintenance must be undertaken by recognised contractors e.g. Gas Safe registered for gas installation, NICEIC for electrical work.
  - b) Planning/Building Warrant approval must be obtained where necessary, and any conditions imposed by the Planning Authority complied with.
  - c) Unreasonable levels of subsequent maintenance will not be incurred.
  - d) The completed improvement works 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 to the tenant.
  - e) Work carried out must accord with the work for which consent was approved.
  - f) Compensation will only be payable upon termination of the tenancy by the person claiming compensation. The tenancy will **not** be treated as terminated unless the property is vacated.

- g) If the proposed improvement is the subject of an Association programme of Planned Improvements approval will be withheld, and the work completed under the Association's programme.
- h) The Association may, as appropriate, determine conditions to suit local circumstances or particular activities. For example, where a programme exists to install central heating the Association may deem it inappropriate to approve the installation of central heating by a tenant

1.6 Compensation for improvements will only be paid to qualifying tenants. A qualifying tenant is a person who immediately before the tenancy is terminated is a tenant under a Scottish Secure Tenancy and: -

- Is the tenant who carries out the qualifying improvement work.
- Is a tenant of a joint tenancy which existed at the time the work was carried out.
- Succeeded to the tenancy under Section 22 of the Act following the death of the tenant who carried out the work, providing the tenancy did not cease to be an SST on succession.
- That written consent was obtained (under Section 28) by a qualifying person defined under (a) to (c) above.

1.7 Compensation shall not be payable where: -

- The Right to Buy has been exercised.
- The tenancy is terminated via a court order.
- The tenancy has been transferred to another registered social landlord, for example via a (voluntary) Transfer of Engagements
- The level of compensation would otherwise be less than £100.00
- The qualifying person has been granted a new tenancy, either alone or jointly.
- Compensation has been previously paid.

1.8 The formula for calculating compensation is as follows: -

**C x (1-Y/N)** where: -

**C**= Cost of work less value of any improvement grant received by the applicant.

**N**= Notional life of the improvement taken from the attached list of qualifying improvements.

**Y**= Number of complete years elapsed from the date of completion of the improvement work and the date of termination of the tenancy.

### Example

Tenant installs loft insulation 10 years ago.  
Cost of improvement work was £800.  
Notional life of improvement work is 20 years.

### Calculation

**C x (1- Y/N)** therefore 800 x (1 - 10/20) therefore 800 x (0.5)

Compensation payable is **£400.00**.

- 1.9 The amount calculated by the formula outlined above the amount will normally be paid. However, this may be altered to reflect the following:
- a) The cost of the improvement work is considered excessive.
  - b) The improvement effected by the work has deteriorated at a rate greater than that provided for in the notional life for that improvement.
  - c) The improvement effected by the work is of a higher quality than it would have been had the landlord effected it
- 1.10 Where (a) or (b) applies, the amount of compensation may be reduced; where (c) applies, it may be increased.
- 1.11 Tenants will have to advise the Association of their requirement for compensation within the period beginning 28 days before the end of tenancy and 21 days after this date. The Association will calculate the amount and respond within 28 days of receiving the notification. Compensation can be claimed for the cost of materials (but not appliances such as cookers or fridges) and labour costs but not DIY labour.
- 1.12 The cost of any improvement grants received by the tenant will be deducted from any compensation due.
- 1.13 Where a tenant is in rent arrears or is subject to an outstanding balance for rechargeable repairs, any payment due under the scheme will be deducted from this balance.
- 1.14 Where a qualifying person disputes the decision made by the Association concerning the application of this policy, they can request a review or reconsideration of the decision by:-
- A valuer or surveyor, who took no part in making the decision, appointed for the purpose by the Association.
  - The Association's full Board of Management.
- 1.15 The qualifying tenant may make written representation to or oral representations before the person or persons undertaking such review or

reconsideration and may be accompanied by a representative of their choosing.

### **Qualifying Improvement Work**

This list is not intended to be comprehensive and may be subject to review.

<b>Item</b>	<b>Notional Life in Years</b>
<b>1. Bathroom replacements/installations:</b>	
- fixed bath or shower facilities	<b>12</b>
- wash hand basin	<b>12</b>
- toilet facilities	<b>12</b>
<b>2. Kitchen unit replacements/installations:</b>	
- storage cupboards in kitchen	<b>10</b>
- kitchen sink (including base unit)	<b>10</b>
- work surfaces for food preparation	<b>10</b>
<b>3. Central heating replacements/installations:</b>	
- additional work required to extend a partial heating system	<b>12</b>
- provision of thermostatic radiator valve	<b>7</b>
- provision of central heating	<b>12</b>
<b>4. Window replacements:</b>	
- installation of windows	<b>20</b>
- double and secondary glazing provision	<b>20</b>
<b>5. External door replacement</b>	<b>20</b>
<b>6. External improvements:</b>	
- house extensions	<b>60</b>
- providing an additional room	<b>60</b>
- porches	<b>60</b>
- loft conversions	<b>60</b>
<b>7. Rewiring and the provision of power and lighting and other electrical fixtures.</b>	<b>15</b>
Installation of mechanical ventilation in bathrooms or kitchens	<b>7</b>
<b>8. Energy efficiency:</b>	
- loft insulation	<b>20</b>
- insulation of pipework, hot and cold-water tank or cylinder	<b>10</b>
- cavity wall insulation	<b>20</b>
- draught proofing of external doors and windows	<b>8</b>



<b>9. Adaptations for the disabled:</b>	
- structural alterations	<b>20</b>
- fixtures and fittings	<b>15</b>
<b>10. Mains powered smoke detectors including their wiring and fixtures</b>	<b>10</b>
<b>11. Sound insulation measures</b>	<b>20</b>
<b>12. Security measures excluding burglar alarm systems</b>	<b>10</b>



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