

AMP004

# Repairs and Maintenance

## Policy

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Lead Officer	Head of Assets and Sustainability



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## 1. Introduction

This document brings together a number of separate policies that were previously used by the Assets & Sustainability Directorate relating to the Asset Management function into one single document. The following individual policies will therefore no longer be in operation and are encompassed within this new single Repairs & Maintenance Policy:

- Right to Repair Policy
- Reactive Repairs Policy
- Rechargeable Repairs Policy
- Asset Management Planning Policy
- Planned & Cyclical Maintenance Policy
- Development Minor Improvements Policy
- Alterations & Improvements Policy

This policy seeks to comply with a number of core corporate documents namely Trust Business Strategy 'The Time is Now' and the current Business Plan. In addition, it has linkages with several operational policies and strategies including:

- Complaints Policy
- Equality, Diversity & Inclusion Policy
- Standing Orders and Delegations
- Risk Management Policy
- Anti-Fraud, Anti Money Laundering & Anti Bribery Policy
- Customer Engagement Strategy
- Other Assets & Sustainability Policies

We will promote our Repairs & Maintenance Policy through our website. Where we plan to make significant changes to the policy, we will consult customers through our Customer Representation Group or short life working groups in line with our Customer Engagement Strategy. On request, Trust will provide translations of all our documents, policies and procedures in various languages and other formats such as e document, recording, large print, Braille etc. These can be obtained by contacting our Edinburgh office.

## 2. Aims and Objectives

The Objectives of this policy are:

- To ensure that Trust provides an effective housing maintenance service that complies with its landlord obligations.
- To deliver a clear, comprehensive, and equitable housing maintenance service, ensuring that all properties are safe, secure, and meet relevant standards.
- To maintain our stock in accordance with the relevant legal requirements placed on us and our responsibilities set out in our tenancy agreement.
- To provide an efficient, effective and value for money housing maintenance service aimed at prolonging the useful life of our properties.

- To deliver high levels of customer satisfaction collecting and using business intelligence on the condition of our stock and demonstrate that we are using this to make informed financial decisions to maintain and improve our stock.

Key outcomes of operating an effective Repairs & Maintenance Policy include:

- Ensuring that properties are well maintained, safe, secure and as a minimum in line with the SHQS and EESSH/EESSH2 (or other relevant standard).
- Maximising the percentage of reactive repairs carried out that are completed right first time and minimising repeat repairs.
- Reducing the number of repairs per property through robust specification in both component replacement contracts and new build projects.
- Optimising customer satisfaction with service delivery; and
- Delivering value for money.

We will regularly review our arrangements for the procurement of repairs and maintenance works and inform and listen to customers to ensure continuous improvements to our housing maintenance service.

### 3. Legal Framework

We will comply with all relevant legislation and associated regulations, including:

- The Health and Safety at Work Act 1974.
- The Housing (Scotland) Act 1987, 2001, 2010 and 2014
- Managing Health and Safety in Construction (Design and Management) Regulations 2015.
- Data Protection Act 2018
- General Data Protection Regulation (EU) 2016/679 (the "GDPR"); and
- The Scottish Social Housing Charter
- Common law, statute and the contractual obligations within our tenancy agreement set out our responsibilities as landlord and those of our customers.

In terms of the Scottish Social Housing Charter, the Scottish Housing Regulator has identified a number of key indicators relevant to housing maintenance by which it will measure landlord performance, including the following:

- Meet the Scottish Housing Quality Standard (SHQS)
- Meet the Energy Efficiency Standard for Social Housing (EESSH)
- When they are allocated, are always clean, tidy and in a good state of repair.
- That customers' homes are well maintained, with repairs and improvements carried out when required, and customers are given reasonable choices about when work is done.
- All customers receive services that provide continually improving value for the rent and other charges they pay.

### 4. Responsibilities

The Director of Assets & Sustainability has responsibility for overseeing the implementation of the Repairs & Maintenance Policy and the Head of Assets & Sustainability is responsible for key aspects of the day-to-day service delivery with delegation of specific tasks to department managers and key officers such as the Reactive Repairs & Maintenance Manager, Planned Works & Compliance Manager and the Health and the Safety & Business Continuity Officer.

We clearly define budgetary responsibilities and delegation of authority for repairs and maintenance functions within our Financial Regulations, Delegated Authority Policy, Departmental Authorising Matrix, and Procurement Strategy. The Head of Assets & Sustainability will oversee a monthly desktop review of repairs ordered as follows:

- Address any anomalies and take appropriate action, including updating procedures if necessary.
- Note and review any significant fluctuations in the nature or volume of repairs ordered and take appropriate action.

In order to monitor the effectiveness of this policy, Key Performance Indicators will be used to measure the effectiveness of our repairs service and customer satisfaction. We will routinely review and analyse the outcomes and make recommendations where changes are required.

The Board and Audit & Performance Committee will receive regular updates through the Quarterly Performance Report which will be based around the following KPIs:

- Average Hours to Complete Emergency Repairs (YTD)
- Average Days to Complete Non-Emergency Repairs (YTD)
- % Reactive Repairs Completed Right 1st Time (YTD)
- Gas Safety Checks Not Completed on Time (PTD)
- Average Days to Complete Medical Adaptation (YTD)
- % of Properties with a valid EICR certificate (YTD)
- % of Properties with 2 valid EICRs within 5 years (YTD)
- Damp & Mould Inspections completed within target timescale (YTD)
- Average days to complete Damp & Mould Inspections (YTD)

Other reports may be presented to Board and Audit & performance Committee as and when required.

## 5. Service Delivery

### 5.1. Reactive Repairs

We have a number of priorities within our Asset & Development Strategy to ensure that our housing stock and related assets meet the needs and standards required now and in the future. The Assets & Sustainability Directorate will deliver all aspects of our reactive/responsive repairs service, including the following:

- pre inspection of defects
- repairs ordering
- post inspection of completed works.

We will carry out all repairs, which are necessary to:

- maintain the property in a 'wind and watertight' condition and address damp and mould issues.
- ensure that there is constant provision of services such as water, gas, and electricity; and
- maintain fixtures and fittings installed by us.

### 5.2. Prioritising Repairs

We will issue full instructions to our contractors for all repairs & maintenance work. Repairs requests will be prioritised based upon their urgency. We will use the following repairs categories and target timescales for responding:

Category	Description	Overall Timescale
<b>Out of Hours (outwith office hours)</b>	To make safe or repair any defects that may deteriorate quickly into a health & safety issue or cause significant damage to the property if not attended to.	4 hours
<b>Emergency</b>	To make safe or repair any defects that may deteriorate quickly into a health & safety issue or cause significant damage to the property if not attended to.	<i>Attend within 4 hours and make safe</i>
<b>Urgent</b>	To repair any defects that significantly detract from the customer's use of the property, and which would cause deterioration if not attended to.	Attend and complete within 3 working days

<b>Routine</b>	Any repairs which are identified as reactive/responsive repairs, and which cannot be delayed until a future cyclical maintenance programme or planned investment programme.	Attend and complete within 20 Working Days
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### 5.3. Emergency Repairs and Out of Hours Repairs

We operate a repairs freephone number and deliver an out of hours service (currently via our partners Hanover Housing Association) for reporting **emergencies**, for example defects that could be a **risk to health or safety** or **could lead to serious structural damage**, such as:

- no heating or hot water
- no electricity
- burst pipes.

Other examples of 'Emergency Repairs' include the following:

- significant water ingress to property where the customer is unable to stem the ingress.
- significant leaks from water or heating pipes, tanks, or cisterns where the customer is unable to stem the flow.
- no water supply.
- blocked or leaking foul drains or soil stacks.
- choked toilet, where there is only one toilet in house.
- toilet not flushing, where there is only one toilet in house.
- blocked flue to boiler
- loss or partial loss of gas supply
- full loss of lighting and/or power, where the household includes a child or vulnerable adult.
- dangerous or unsafe electrical power or lighting socket, or electrical fitting
- faulty cooker control unit.
- unsecured external door or windows on a lower level.
- broken windows
- any Health and Safety related issue

## 5.4. Urgent Repairs

Examples of '**Urgent Repairs**' include the following:

- leaks from water or heating pipes, tanks, or cisterns
- partial loss of water supply
- no hot water
- blocked sink, bath, or basin.
- choked toilet, where there is more than one toilet in house).
- toilet not flushing, where there is more than one toilet in house.
- partial loss of electrical supply.
- repairs to mechanical extractor fan.
- loose or detached banister or handrail.
- unsafe timber flooring or stair treads
- door-entry repairs.

## 5.5. Routine Repairs

'**Routine repairs**' include all other repairs that are Trust's responsibility and that cannot be delayed until a future cyclical maintenance programme or planned programmed renewal.

Examples of Routine repairs include the following:

- Dripping tap
- Repairs to light pendants and electrical fittings
- Minor carpentry repairs
- Minor fence repairs
- Failure of extractor fans
- Defective gutters/rainwater pipes

For the majority of our customers living in the following local authority areas, non-emergency Repairs (urgent & routine) will be by appointment:

- Glasgow
- East Renfrewshire
- North & South Lanarkshire
- East & West Dunbartonshire
- Edinburgh
- Fife
- West, East & Mid Lothian
- Stirling
- Clackmannanshire
- East & South Ayrshire
- Inverclyde
- In all other areas, which are serviced by local contractors we will endeavour to provide an appointment where possible.

## 5.6. Appointments

In order to provide a service that is responsive to the needs of customers, appointments will be available on working days, with a choice of morning, afternoon or school run slots. Morning timeslots will cover 8am to 12noon and afternoon timeslots will cover 12 noon to 5pm. School run slots will be 10 am -3pm. The repairs by appointment service may not be available for complex multi trade repairs and in some more rural areas, appointment slots may vary.

Where more than one trade is required to repair a defect, the contractor will co-ordinate the work required and contact the customers directly (or with the assistance of a Trust member of staff) to agree suitable access arrangements. If due to unforeseen circumstances a contractor is unable to keep the appointment, they will contact the customer before the specific appointment time to explain the difficulty and to make an alternative appointment or access arrangements.

We will continuously monitor the appointments system and investigate broken appointments in order to refine how the service works and minimise service failures in the future. The Head of Assets & Sustainability, Reactive Repairs & Maintenance Manager and/ or Director of Assets & Sustainability may determine that there are circumstances, such as severe weather, where we may require to temporarily suspend our repairs by appointment service.

Where this occurs, we will notify customers and on-site colleagues, seek to minimise the period of suspension and reschedule appointments as quickly as practically possible once normal service resumes.

With the exception of emergency repairs, we will inspect a defect before instructing a repair if:

- the nature of the defect or source of the problem cannot be easily identified.
- a similar repair has recently been carried out to the same property.
- the required repair is a recurring defect in other similar property types and may therefore need to be included in a cyclical maintenance project or other planned investment work.
- the defect is not a standard repairs item covered by our schedule of rates (Central belt only).
- we know, or reasonably suspect, that the customer may have caused damage to the property.
- the defect could potentially lead to an insurance claim.

We will inspect a sample of completed repairs to vacant properties and a sample of all other repairs. The sample for inspection will be based upon the following:

- All completed reactive repairs to individual homes costing in excess of £1,000.
- where there is evidence that the contractor has performed poorly.
- We will aim to achieve a minimum of 5% of all completed reactive repairs will be post inspected.

- All major medical adaptations such as wet floor bathrooms installations, ramps etc over £5000

## 5.7. Customer Responsibilities

Certain repairs are the responsibility of customers, and these are detailed on our website and within our Guide 'The Standard of your home'. Customers will be advised in cases when a repair is their own responsibility when the repair is reported or inspected.

The cost of some repairs will be re charged to customers. These are called 'rechargeable repairs'. This is covered within Section 6 of this policy.

## 5.8. Right to Repair

Customers renting a Trust property have a right to have small urgent repairs carried out within a given timescale. If we do not complete the work on time, customers have a right to ask another contractor approved by us to carry out the work and may also be eligible for compensation. This is called the **Right to Repair Scheme**.

The Right to Repair is a statutory right established by the Housing (Scotland) Act 2001, with the stated aim of providing an improved repairs service for customers. This policy adopts the principles set out within the Act and details the repairs which qualify under the "Right to Repair" scheme. A separate procedure note is available for Customers and Trust Colleagues.

Under the Act, certain specified small urgent repairs, referred to as "**Qualifying Repairs**" must be carried out within a prescribed timescale, failing which the customer is entitled to be compensated by Trust. The Regulations within the Act determine the amount of compensation that should be paid. If the contractor fails to start a Qualifying Repair within the prescribed timescale, customers have the right to instruct an alternative contractor (who must be named by Trust) to carry out the original repair. In the event the second contractor fails to meet the specified timescales, further compensation on a daily basis is payable.

If the "Qualifying Repair" is not completed within the prescribed timescale, presuming that there are no exceptional circumstances, the customer shall be entitled to a payment of £15 in compensation of the inconvenience suffered.

Where works are not completed within the response time set, the customer is entitled to a further payment of £3 compensation for each working day until the repair has been completed. The compensation period ends on the day on which the "Qualifying Repair" is completed. The maximum compensation payment for any one repair is £100.

A working day for the purpose of the Right to Repair is not a Saturday or a Sunday, Christmas Eve, or any day that Trust's Offices are closed as a result of a public or local holiday.

The provisions of the Right to Repair are not intended to revoke any existing arrangements that are in place to provide an emergency out of normal working hour's response to repair requests.

There are certain exceptional circumstances where the "Right to Repair" can be suspended due to reasons out with either the Contractor or Trust's control. In these circumstances it may be necessary to extend the maximum time allowed provided Trust notifies the customer of this and the reasons for the extension. Such exceptional circumstances can include:

- Severe weather conditions
- A pandemic
- Failure of the customer to provide access for inspection of the execution of the works.
- Threats to the safety of Trust colleagues or the contractor's operatives.

The right to repair scheme does not apply:

- Where the customer has failed to provide access to carry out the repair or a pre-inspection.
- To communal parts of the property
- Where the repair affects something to which a contractual guarantee applies in terms of either labour or materials i.e. within a contractual defect's liability period.
- Where Trust as a landlord is not responsible for the repair, i.e. it is the responsibility of a public utility, or the repair is the customer's responsibility as detailed in the 'The standard of your home' leaflet.

## 6. Rechargeable Repairs

### 6.1. Overview

We expect our customers to look after their home and other Trust property in a reasonable manner and not damage (or allow any member of their household or visitor to damage) the property, either internally or externally.

'Rechargeable repairs' occur where there is a need to carry out a repair and it is reasonable for Trust to conclude that the repair was the customer's responsibility and necessary as a direct *or indirect* result of their actions. If a customer (or any member of their household or visitor) has damaged their home or other Trust property or failed to take care of it, we may charge for the costs of repair.

Trust's conditions of tenancy set out the repair's responsibilities of both Trust and its customers. Repairs that are the customer's responsibility are outlined in our Customer's Handbook and on our website. This part of the Repairs & Maintenance Policy aims to ensure that Trust appropriately identifies, records, monitors and recovers costs associated with Rechargeable Repairs.

Our objectives of having a rechargeable repairs policy include:

- providing a prompt, efficient and cost effective responsive rechargeable repairs service.
- ensuring that systems are in place to enable Trust to comply with its duties in relation to rechargeable repairs.
- having systems and procedures in place, which ensure the rechargeable repairs process is carried out efficiently, effectively and economically for both Trust and its customers.
- operating an effective monitoring system, including audit trails and reporting systems that ensure compliance with the rechargeable repairs process.
- responding promptly to missed payments, establishing early contact if debt persists and endeavouring to pursue full recovery of rechargeable repairs debt.

Examples of circumstances where Trust will recharge customers for the full costs associated with a repair, include where repairs are required because of:

- vandalism, negligence, destructive actions by a customer or visitor to the property or where no action by Trust could result in serious damage to the property and / or neighbouring homes.
- wilful damage (where this is due to vandalism, it must have been reported to the Police).
- forced entry is required owing to lost keys.
- the emergency call-out system being misused.
- no access to specifically arranged jobs, such as emergencies. In these circumstances, Trust may undertake a repair but recharge the customer for the costs incurred.

Where a customer reports a rechargeable repair, Trust will:

- advise of the customer's responsibilities under the terms of the Tenancy Agreement with respect to payment of recoverable charges.
- Determine the nature of the rechargeable repair, emergency, urgent or routine.
- Once the nature is determined, the steps as set out in the following sections should be followed

## **6.2. Emergency Rechargeable Repairs**

When an emergency rechargeable repair is reported, the customer, or the person reporting the repair on the customer's behalf, will be advised that the repair will be recharged in terms of the conditions of tenancy.

Trust will complete rechargeable works of an emergency or Health and Safety nature, where failure to act could result in personal risk and / or damage to the property and / or neighbouring homes. In these circumstances, the approximate cost of the rechargeable repair will be notified to the customer.

The customer will be given the opportunity to rectify the fault using their own contractor if they wish, prior to Trust raising an order. However, if the customer wishes Trust to

undertake the repair the costs of the that repair will become rechargeable to the customer.

Where an emergency call out is made for a non-emergency repair the customer will be recharged **the cost of the call-out as well as a service charge**.

### **6.3. Urgent Rechargeable Repairs**

When an Urgent rechargeable repair is reported, the customer, or the person reporting the repair on the customer's behalf, will be advised that the repair will be recharged in terms of the conditions of tenancy. Trust will only complete works of an urgent nature where there are Health and Safety or other reasonable considerations, where failure to act could result in damage to the property and / or neighbouring homes.

The approximate cost of the rechargeable repair will be notified to the customer, based upon Trust's contract rates or in negotiation with the contractor prior to raising an order. The customer will be given the opportunity to rectify the fault using their own contractor if they wish, prior to Trust raising an order. However, if the customer wishes Trust to undertake the repair the costs of that repair will become rechargeable to the customer.

### **6.4. Routine Rechargeable Repairs**

Where a routine repair is carried out and it is reasonable to conclude that repair was the customer's responsibility and necessary as a direct or indirect result of their actions, the customer will be recharged the full cost of the repair (e.g., as a result of vandalism, police forcing entry with a lawful warrant, damage or neglect to the component or property).

The approximate cost of the rechargeable repair will be notified to the customer, based upon Trust's contract rates or in negotiation with the contractor prior to raising an order. The customer will be given the opportunity to rectify the fault using their own contractor if they wish, prior to Trust raising an order. However, if the customer wishes Trust to undertake the repair the costs of that repair will become rechargeable to the customer.

### **6.5. Void/Empty Home Rechargeable Repairs**

Where void/empty home repairs are carried out and it is reasonable to conclude that the repairs were the customer's responsibility and/or necessary as a direct or indirect result of their actions, the customer will be recharged the full cost of the repairs.

If a void property has had unauthorised alterations or improvements carried out by the customer, the provisions of the Rechargeable Repairs Policy may apply. Further details are contained within our Empty Homes Policy.

### **6.6. Invoicing & Debt (Rechargeable Repairs)**

#### **Routine Rechargeable Repairs**

If the repair is routine in nature, then the asset team will advise the finance team so that an invoice can be raised for the works in line with the schedule of rates for

rechargeable repairs. Finance will be responsible for issuing the invoice and adding as a charge on the customer's account in Rubixx (Trusts Housing Management System).

The finance team will issue the invoice to the customer. The customer will be required to make payment prior to any works being undertaken. Finance will advise the asset team when the invoice has been settled so that the works can be raised and completed.

### **Emergency, Urgent & Void/Empty Home Rechargeable Repairs**

For emergency, urgent and void/empty home repairs the asset team will log the works as rechargeable in Rubixx which will create a charge on the customer's account. The finance team will be responsible for issuing an invoice to the customer for the costs of the rechargeable repair. This will be on a monthly billing cycle.

Trust will take all reasonable steps to recover the costs associated with rechargeable repairs in line with policy FP08 Non-Rent Debt.

Customers with outstanding debt in relation to rechargeable repairs, not making any reasonable attempt to pay, may only receive a **statutory repairs service** until a payback arrangement has been agreed and maintained for at least three months.

Trust will seek recovery of outstanding debts in respect of rechargeable repairs, agreeing and monitoring repayment arrangements that are reasonable in the view of Trust.

Customers in debt to Trust in relation to rechargeable repairs may not be considered for a transfer to another Trust property until the debt has been paid in full. Where a rechargeable repairs debt relates to a former tenancy, this sum will be pursued in line with Trust's established debt recovery processes.

## **7. Alterations & Home Improvements**

This part of the Repairs & Maintenance Policy outlines the broad principles that will be used by Trust in the management of alterations and improvements, taking account of statutory and regulatory requirements.

Trust complies with the law and any relevant guidance from the Scottish Housing Regulator. Specifically, this policy should be read in conjunction with the Right to Compensation for Improvements provisions of the Housing (Scotland) Act 2001. If Trust gives landlord's consent to customers for alterations or improvements to their home, this is done without prejudice.

Customers will require to comply with any statutory or regulatory requirements in relation to planning consents and building warrants - further advice can be provided by the relevant local authority. In addition, customers will require to ensure that any works are carried out by a competent contractor, who complies with all relevant building regulations, etc.

This part of the Repairs & Maintenance Policy aims to ensure that the Trust appropriately records and monitors any alterations or improvements within our housing stock in accordance with legislation and good practice guidelines. The main objectives of this policy include:

- Ensuring that systems are established to enable Trust to comply with its duty in relation to alterations and improvements to dwellings.
- Establishing an effective monitoring system.
- Having systems in place, which ensure that processes are carried out efficiently, effectively, and economically for Trust and our customers.
- Ensuring that audit trails exist within Trust's property databases.
- Reviewing policies, procedures, and systems regularly to ensure they are up to date and reflect current best practice guidance and legislation.

If a customer submits a request to alter or improve their home, Trust will not refuse permission unreasonably. The following list sets out the types of alteration that Trust may permit (These are common alterations, but are not exhaustive):

- Fitting secondary flooring i.e. laminate flooring, tiles
- Replacing pass doors and fire doors to the interior of the house
- Replacing internal fixtures and fittings e.g. sockets & switches
- Bathroom/Kitchen replacements
- Erecting a garden shed within a private garden.
- Driveway improvements, such as slabs or monoblocs
- Wood Burning Stoves – subject separate guidance document
- Electric vehicle charging points – subject to property type

Where a customer seeks permission for an alteration or improvement that is not listed, Trust will apply a test of reasonableness based upon the relevant circumstances of the case.

If permission is granted in principle, Trust will advise the customer in writing, and this will include any conditions that apply and must be adhered to. The customer may then proceed with the agreed alterations or improvements but must notify the Trust that works have been completed so that these can be checked/inspected.

If permission is granted by Trust, the customer will be responsible for the cost of any associated works required as a result of any installation, poor workmanship or defective materials. The customer will also be responsible for the maintenance of any alterations or improvements that they have carried out, with the exception of fixed gas appliances.

Approvals granted must use quality materials, installed as per manufacturers specifications, and installed by a certified person (as applicable).

There are some instances when Trust will adopt and/or service the alteration or improvement on a health and safety basis, but any future replacements will be with our standard fittings and fixtures. If the customer does not wish to have standard

replacements, then their preferred option must be approved by Trust, and the cost of the replacement will be at their own expense.

If a customer is unhappy with the conditions attached to the permission or needs clarification, they should contact Trust before proceeding. If the customer remains dissatisfied, they can appeal using the complaints procedure.

Where Trust has granted in principle permission, the customer must have all associated works completed and provide written confirmation to Trust within 12 weeks of the date that in principle permission was granted.

If works have been completed to Trust's satisfaction, then written confirmation will be sent to the customer confirming that formal permission has been granted. However, this permission will be granted without prejudice and the customer will require to comply fully with any statutory or regulatory requirements in relation to planning consents and building warrants.

If permission is refused, Trust will tell the customer in writing, and this will include the reason for refusal. If the customer is unhappy with Trust's refusal to give permission, they can appeal using the complaints procedure. If in principle permission has been granted but works have not been completed to the Trust's satisfaction, then written confirmation will be sent advising that any in principle permission has been withdrawn.

If a customer fails to confirm that works have been completed within 12 weeks of the date that the principal permission was granted, Trust will withdraw this permission. The customer will be notified in writing where this occurs and will need to reapply if they wish to take forward alterations or improvements at a future date.

Trust may withdraw permission for alterations or improvements at any time if they cause nuisance to neighbours or affect the structural integrity of the property. If a customer is unhappy with Trust's refusal or withdrawal of permission, they can appeal using the complaints procedure.

Customers can get compensation for certain improvements which were started on or after 30 September 2002 under the Housing (Scotland) Act 2001, The Scottish Secure Customers (Compensation for Improvements) (Scotland) Regulations 2002, these include installing, replacing, or fitting:

<b>Bathroom &amp; Plumbing</b>	<b>Kitchen</b>	<b>Electrical &amp; Heating</b>	<b>Building Fabric</b>
bath or shower	kitchen sink	thermostatic radiator valves	cavity wall insulation
wash-hand basin	a work surface for preparing food	space or water heating.	loft insulation

toilet		rewiring, providing power or lighting, or adding other electrical fixtures (including smoke detectors).	security measures other than burglar alarms
Insulation of pipes, water tanks or cylinders	storage cupboards in a kitchen		sound insulation
storage cupboards in a bathroom			double glazing, replacing external windows or fitting secondary glazing.
mechanical ventilation in bathrooms	mechanical ventilation in kitchens		draught-proofing external doors or windows

**Decorating the inside of the property does not qualify for compensation.**

Customers must make a claim in writing to Trust within the period starting 28 days before and ending 21 days after their tenancy comes to an end. If in doubt, customers can ask Trust how to claim. Trust will require to know:

- the customer's name and address.
- what improvements they have made.
- how much each improvement cost; and
- the date the improvements were started and finished.

Customers can receive up to £4,000 for each improvement. But they will not receive any compensation for an improvement if the amount of compensation would be less than £100. Trust will start with the cost of the improvements and may ask the customer to provide proof of the amount that they have spent. Customers should keep a copy of bills in a safe place and may want to send copies to Trust when the work has been done.

If a customer has had financial help such as a grant to help make their improvements, Trust will deduct the amount of this grant from the cost of the improvements. The compensation paid will take the age of the improvement into account. i.e. the value of any improvement falls as the improvement gets older and as the customer gets use of it.

Trust may also reduce the compensation if they believe that the customer paid too much for the improvement or if the quality is much higher than it would have been if Trust had done it. Trust may also increase or reduce the compensation depending upon the condition of the improvement when the tenancy ends. Trust can also take any money that the customer owes from the compensation that they are entitled to (for example, for unpaid rent or rechargeable repair debt).

Customers can claim compensation for:

- the cost of materials (but not appliances such as cookers or fridges); and
- Labour costs (but not a customer's own labour) – evidenced by invoice.

Customers will need to provide Trust an invoice to show how much the improvements cost. If the customers do not have an invoice, they should tell Trust straight away and give a rough idea of the total cost.

Customers can ask Trust to reconsider their decision within 28 days of receiving it. The decision must be reviewed by an independent valuer or surveyor of Trust's choice or Senior Trust Officer who was not involved in making the original decision.

## **8. Insurance Claims and Compensation**

### **8.1. Claims for Compensation**

To ensure accountability, any claim for compensation must be made by the customer, or someone acting on their behalf with their express consent, preferably in writing and signed by the customer.

The Association will respond to all claims in line with our approved Complaints Policy, under the Frontline or Investigative Route.

### **8.2. Statutory Compensation**

The Housing Scotland Act 2001 introduced new statutory rights to customers, including, two forms of compensation:

- Right to Repair - Further information on this is available within section 5.8 of this policy "Right to Repair"
- The Right to Compensation for Qualifying Improvements – Further information on this is available with section 7 of this policy "Alterations & Home Improvements"

### **8.3. Discretionary Compensation**

There are occasions when Trust believes that a discretionary payment may be appropriate. Examples include:

- Disruption to the household due to essential repair works
- Repeat visits to resolve an outstanding problem

- Damage to a customer’s personal belongings as a direct result of planned, cyclical or improvement work.

Trust is not responsible for the insurance of customers’ contents or personal belongings. Trust supports the SFHA Diamond Insurance Scheme and regularly highlights the need for customers to ensure that their possessions are adequately protected.

#### **8.4. Compensation from a Third Party**

Trust has in place comprehensive insurance for its properties and public liability insurance. Any claim against either of these policies will be forwarded on to the Association’s insurer by staff, who will not accept liability.

Any large claims over the threshold agreed with the insurance company will be notified directly to the relevant loss adjuster whenever appropriate.

#### **8.5. Payments**

In cases where it has been decided that compensation should be paid, payment will be made to customers, after making any deductions for debt due to Trust.

Payments will be authorised in line with authorisation matrix below

<b>Management Level</b>	<b>Maximum Compensation Value</b>
Manager	£750
Head of Service	£1500
Director	£2500
Chief Executive	£5000
Board	No set Maximum

#### **8.6. Appeals**

As any such request for compensation will follow our Complaints Process, where a customer is dissatisfied with a particular decision, they have a right of appeal as outlined in Trusts Complaints Policy.

Appeals relating to cases of statutory compensation will be considered against the criteria within the guidance from the Scottish Government.

## 9. Planned Maintenance

Under the Housing (Scotland) Act 2014 the Trust must ensure that all our properties are maintained in accordance with any division of responsibility set out in the tenancy agreement. The key aims of the Planned Maintenance part of the Repairs & Maintenance Policy is therefore to:

- ensure that properties and their associated services are in a safe condition.
- ensure that our properties are fit for use.
- ensure that the condition of our properties meet all statutory requirements.
- maintain value of our properties
- maintain or improve the quality of our properties.

A key operational objective of the organisation is the maintenance and upkeep of our properties through planned and cyclical maintenance programmes. Planned and cyclical maintenance is the carrying out of planned programmes of repair, maintenance and renewal and addresses the predicted ageing of our properties.

A planned approach is more effective and offers better value for money than responsive/reactive repairs. Planned maintenance is undertaken as a result of a property's condition and is driven by a condition assessment or inspection process.

Trust will carry out a stock condition survey on a 5-yearly basis, across a representative sample of the housing stock, which will form the basis of the planned maintenance investment programme going forward. Planned maintenance includes:

- Major Repair works, including windows & doors, kitchen & roof upgrading, bathroom, and other replacement works.
- Equipment Replacement works, including, lift, warden call systems, boiler and fire alarm upgrading, and replacement works.

Cyclical or routine maintenance is maintenance which is carried at predetermined intervals and is intended to reduce the probability of failure or the performance degradation of an item. Cyclical or routine maintenance includes:

- Cyclical works, including paint work, gutter cleaning, and legionella cleaning/testing etc.
- Maintenance of Services works, including heating, gas boiler, lift and warden call servicing etc).
- Grounds Maintenance
- Window Cleaning

Having carried out a stock condition survey on a target sample of around 30% to 40% Trust's stock, a 30-year life cycle cost plan is established which outlines a programme of planned works to the stock. This programme will be continually reviewed as components will often have to be replaced based on condition and performance, rather than age or component life expectancy. The planned programme is appraised annually taking cognisance of the stock condition data with a view to identifying the proposed

works in any given year and using this as a basis of the annual maintenance programme.

Funding of the maintenance programme is covered from rent and service charge collection. The financial resources available for funding purposes are discussed as part of the annual budget setting process carried out between the Assets & Sustainability Senior Management Team and the Finance Team.

Procurement of Contractors and Consultants, along with the review process is covered within Trust's Procurement Policy.

Trust has a high commitment in respect of safety, and the risks associated with specific projects and operations, in respect of injury to customers, colleagues, operatives and third parties.

Where projects fall within the relevant criteria, the Construction (Design & Management) Regulations 2015 will apply, including the appointment of Principal Designer and Contractor where relevant works are being completed. Every project must have a Construction Phase Plan HSE must be notified of projects where construction work is expected to:

- Last more than 30 working days; or
- Have more than 20 workers working simultaneously at any point in the project.
- Exceeds more than 500 person days, for example 50 people working for over 10 days.

Trust's Construction (Design and Management) Regulations 2015 Policy is included within the Health & Safety Policy which should be followed, and which contains further information.

The following officers are responsible for the cost monitoring of Planned and Cyclical works as follows:

Type of Planned Works	Officer Responsible for cost monitoring
Cyclical works, including paint work, gutter cleaning, and legionella cleaning/testing etc.	Reactive Repairs & Maintenance Manager  Planned Works & Compliance Manager (legionella cleaning/testing etc.)
Maintenance of Services works, including heating, gas boiler, lift and warden call servicing etc).	Planned Works & Compliance Manager (legionella cleaning/testing etc.)
Grounds Maintenance	Reactive Repairs & Maintenance Manager
Window Cleaning	Reactive Repairs & Maintenance Manager

Major Repair works, including windows & doors, kitchen & roof upgrading, bathroom, and other replacement works	Planned Works & Compliance Manager
Equipment Replacement works, including, lift, warden call systems, boiler and fire alarm upgrading, and replacement works.	Planned Works & Compliance Manager

Indicators to be monitored include:

- Approved contract sum
- Contract variation instructions
- Re-measurement where appropriate
- Provisional & PC Sums
- Dayworks
- Claims

Where indications are that anticipated project costs will exceed the approved cost figure, the officers outlined above must alert the Head of Assets & Sustainability outlining the reasons for the projected overspend and the options available to reduce any financial risk to Trust.

## **10. Outcomes & Standards**

### **10.1. Scottish Social Housing Charter Outcomes & Standards**

#### **Outcome 1 – Equalities**

Social landlords perform all aspects of their housing services so that:

- they support the right to adequate housing
- every customer and other customer have their individual needs and rights recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

#### **Outcome 2 – Communication**

Social landlords manage their businesses so that:

- customers and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.

#### **Outcome 3 – Participation**

Social landlords manage their businesses so that:

customers and other customers are offered a range of opportunities that make it easy for them to participate in and influence their landlord's decisions at a level they feel comfortable with.

#### **Outcome 4 – Quality of Housing**

Social landlords manage their businesses so that:

- customers' homes, as a minimum, when they are allocated are always clean, tidy and in a good state of repair, meet the Scottish Housing Quality Standard (SHQS) and any other building quality standard in place throughout the tenancy; and also meet the relevant Energy Efficiency and Zero Emission Standard.

#### **Outcome 5 – Repairs, Maintenance and Improvements**

Social landlords manage their business so that:

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

#### **Outcome 13 – Value for Money**

Social landlords manage all aspects of their businesses so that:

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

## **10.2. Regulatory Standards of Governance & Financial Management**

### **Standard 1**

The governing body leads and directs the RSL to achieve good outcomes for its customers and other service users.

### **Standard 2**

The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its customers, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.

### **Standard 4**

The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.

### **Standard 5**

The RSL conducts its affairs with honesty and integrity

### **Standard 6**

The governing body and senior officers have the skills and knowledge they need to be effective.

## **11. Data Protection**

We will comply with the provisions of the Data Protection Act 2018, which gives individuals the right to see and receive a copy of any personal information that is held about them by the Association and to have any inaccuracies corrected.

## **12. Anti-Bribery**

Trust is committed to the highest standards of ethical conduct and integrity in all its activities and, to ensure compliance with the Bribery Act 2010, it has introduced an Anti-Bribery policy and procedures. These must be adhered to by all colleagues, Board Members and associated persons or organisations acting for or on behalf of Trust when undertaking any actions referred to in this policy.

## **13. Statement Equality, Diversity & Inclusion (EDI)**

As leaders of EDI, Trust aims to promote equality and diversity and operate equal opportunities policies which inform all aspects of its business. It will ensure that it

adheres to the Equality Act 2010 by being committed to equal and fair treatment for all and opposed to any form of unlawful discrimination. As such, in considering this policy, no one will be treated differently or less favourably than others because of any of the protected characteristics as listed in the Equality Act 2010:

- disability;
- sex;
- gender reassignment;
- pregnancy and maternity;
- race;
- sexual orientation;
- religion or belief;
- marriage and civil partnership;
- age;

or because of any other condition or characteristic which could place someone at a disadvantage were it to be taken into account, unless this can be objectively justified in terms of the legislation.

Trust will make reasonable adjustments for disabled people where necessary and possible to do so and will use Happy to Translate tools and procedures to help overcome a language barrier.

## **14. Policy Review**

This policy will be reviewed on a three-yearly basis. The purpose of the review is to assess the policy's effectiveness and adhering to current legislation and good practice and identify any changes which may be required.

## **15. Document References**

In all of the Trust's official documents, where references are made to specific job titles, roles, groups or committees, such references shall be deemed to include any changes or amendments to these job titles, roles, groups or committees resulting from any restructuring or organisational changes made within Trust (or, where this policy also applies to another member of the Trust group, made within that group member) between policy reviews.

## 16. Version Control Log

Version	Updated by	Date	Changes
V1.0	Calum Boag	November 2024	Version 1
V1.1	Calum Boag	November 2025	Section 8.0 Insurance Claims and Compensation added.