

PROPERTY SERVICES POLICY

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LANARKSHIRE
HOUSING ASSOCIATION LTD



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PROPERTY SERVICES POLICY

(*Note Lanarkshire Housing Association hereinafter referred to as LHA)

1.0 Introduction

The Property Services Policy's objectives are to deliver high quality services that:

- achieve the *Scottish Social Housing Charter's* standards and outcomes, the policy document being organised in sections below around those specifically relevant to maintenance;
- meet the Association's repairs and maintenance responsibilities and obligations, particularly compliance with the *Scottish Secure Tenancy Agreement*, and extending to the key legislation listed in **Appendix 1**; and
- carry out responsive repairs, together with cyclical and planned programmes of work, keeping the Association's housing stock in good condition, in demand and performing well.

2.0 The customer/landlord relationship

2.1 Equalities

Social landlords perform all aspects of their housing services so that: every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

Charter standard 1

2.1.1 Policy implementation

In implementing its Property Services Policy, the Association will comply with its Equality and Diversity Policy. In particular, it will procure and provide services in cognizance of its responsibilities; including to groups with Protected Characteristics as defined by the *Equality Act 2010*: age, religion and belief, race, disability, sex, sexual orientation, pregnancy and maternity, marriage and civil partnership, and gender reassignment.

2.1.2 Medical adaptations

Where appropriate, and in consultation with relevant agencies, the Association will adapt, and keep in good repair, property to suit

the changing needs of a tenant or a member of their household subject to:

- technical feasibility and the property being suitable for adaptation;
- the provisions laid down in the Adaptations Policy; and
- grant funding or other financial provision being confirmed.

Records of adapted properties are kept, so that appropriate maintenance and improvements can be carried out.

2.1.3 Language services

The Association participates in “Happy to Translate”, the national scheme enabling effective engagement with customers who speak little or no English. This is publicised by use of the scheme’s logo when general information is issued to tenants and other service users.

2.2 Communication

Social landlords manage their businesses so that: tenants 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

Charter standard 2

2.2.1 Tenants’ contact

The Association aims to make its maintenance services fully accessible to those who use them. Contact can be made:

- through the 24-hour telephone number (operated by transfer to a call centre of out of hours calls so that continuity of service is maintained, particularly regarding emergency repairs);
- by visiting the Association’s office in person;
- by letter or email; and
- by direct approach to Association staff or inspectors.

Tenants are specifically advised about these in advance of any planned work being carried out in their homes.

2.2.2 Feedback on service quality

A range of opportunities are available for tenants to provide feedback on the quality of maintenance services provided, including:

- by returning completed postcards to the Association following repairs;
- by participating in an annual customer satisfaction survey;
- by participating in specific customer satisfaction surveys following the completion of cyclical and planned works projects in tenants' homes; and
- by using the Association's Complaints Handling Procedure, which is publicised on information leaflets issued before planned works are carried out in tenants' homes.

It is policy to expand the variety of methods used to obtain feedback.

2.2.3 Privacy

Implementation of the Association's Privacy Policy ensures that it safeguards the data it processes. Personal data is treated in line with its obligations under the *General Data Protection Regulation (EU) 2016/679*, and the *Data Protection Act 2018*.

2.3 Participation

Social landlords manage their businesses so that: tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with

Charter standard 3

2.3.1 Tenant Participation Strategy

The Association's Tenant Participation Strategy has been developed and is implemented to ensure compliance with statutory requirements, including the *Housing (Scotland) Act 2001* and the *Housing (Scotland) Act 2010*. It aims to encourage tenants and other service users to influence how services are delivered. With regard to property services, the focus is on ensuring that they are well informed about how various activities will affect them; and providing relevant opportunities for involvement in decision making.

2.3.2 Aims and objectives of tenant participation

Engagement with tenants and other service users should clearly define and communicate the levels and standards of service applicable to property services.

The Association's responsibilities, and those of customers, should be positively understood, so that the Association can be open and accountable for its actions and decisions.

Tenants and other service users are to be provided with clear information on property services through customers' information leaflets, handbooks, newsletters, and online.

2.3.3 Continuous improvement

It is policy to develop tenant participation by investigating and introducing new ways of involving customers in property services, and expanding the range of techniques used in self-scrutiny.

3.0 Housing quality and maintenance

3.1 Quality of housing

Social landlords manage their businesses so that: 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 (ESSH) by December 2020

Charter standard 4

3.1.1 Management of the Association's business

The Association will continue to achieve or exceed the standards defined in the Scottish Housing Quality Standard (SHQS) and the Energy Efficiency Standard for Social Housing (ESSH). Progress towards achieving future targets is reported to Committee regularly.

3.1.2 The Scottish Housing Quality Standard (SHQS)

The SHQS is the Scottish Government's main measure of housing quality. Properties owned by Registered Social Landlords were required to comply with it by 2015. To achieve the SHQS a property must meet 5 criteria by being:

- compliant with the Tolerable Standard;

- free from serious disrepair;
- energy efficient;
- provided with modern facilities and services; and
- healthy, safe and secure.

All work needed to meet the original 2015 deadline was completed. As the standards for elements of these criteria are updated by the Scottish Government, compliance will be kept under review and any necessary work undertaken.

3.1.3 The Energy Efficiency Standard for Social Housing (EESH)

The EESH was introduced by the Scottish Government to improve the energy efficiency of social housing. It set a first milestone for social rented homes to achieve by 31 December 2020: a minimum Energy Efficiency (EE) Rating dependent upon the dwelling type and the fuel used to heat it:

EE Rating	SAP 2009		SAP 2012	
	Gas	Electric	Gas	Electric
Flats	69	65	69	63
Four-in-a-block	65	65	65	62
Houses	69	65	69	62
Detached houses	60	60	60	57

Except where exemptions are being claimed because tenants have refused to participate in the installation of measures necessary to achieve the EESH, all work required for the 2020 milestone has been completed. Exemptions are to be kept under review, and it is expected that properties where work has been refused by tenants will be brought up to the standard whenever they become void; before re-letting.

The Scottish Government has further proposed:

- (1) a target to maximise the number of homes in the social rented sector achieving an Energy Performance Certificate (EPC) rating of B by 2032, with no detriment to environmental impact or air quality; and
- (2) that no social housing should be let after 2025 if the EE Rating is lower than EPC rating D.

The Association will develop plans to address these.

The following sources of data are used to model the energy performance of stock:

- EPC data where this is available;
- Standard Assessment Procedure (SAP) calculations made to evaluate energy efficiency improvements;
- energy performance assessments carried out for other purposes;
- data collected to demonstrate compliance with SHQS; and
- modelling based on similar properties in stock.

Under the *Energy Performance of Buildings (Scotland) Regulations 2008*, landlords are required to provide a copy of a valid EPC to any prospective tenant. An EPC is valid for a period of ten years from the date of issue. Effectively EPC data will be available for an increasing proportion of stock, but not for all stock and not necessarily in the most recent iteration of SAP. Landlords are not required to obtain additional current EPCs for all their housing stock, nor are they required to obtain a new EPC after completing energy efficiency improvements. Nevertheless, new EPC data and SAP calculations are used by the Association on an ongoing basis to check and refine the quality of modelling, and new EPCs generated are reported to Committee quarterly.

3.2 Repairs, maintenance and improvements

Social landlords 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
Charter standard 5

3.2.1 Asset Management

The Association manages its business to meet its statutory duties and provide repairs, maintenance and improvements services that safeguard its assets and take account of tenants' wishes and preferences.

3.2.2 Landlord responsibilities

The Association is responsible for meeting its repair obligations under tenancy agreements, most commonly the *Scottish Secure Tenancy Agreement*. It will keep in repair the structure and exterior of each house so far as reasonable and practical, including:

- drains, gutters and external pipes (this does not include the clearance of blockages, e.g. at WCs and sinks caused by a tenant's negligence, misuse or damage);
- the roof;

- external walls, entrance doors, window sills, window catches, sash cords and window frames, including external painting and decoration;
- internal walls, floors and ceilings, doors, door frames and internal staircases and landings (but not including painting and decoration);
- chimney, chimney stack and flues;
- pathway, steps, or other means of access;
- plasterwork;
- integral garages and stores;
- boundary walls and fences;
- any installations in a house provided by the Association for space heating, water heating and sanitation and for the supply of water;
- gas and electricity supplies (from the emergency control valve/meter);
- basins, sinks, baths, toilets, flushing systems and waste pipes, showers, and water tanks (except a tenant's own appliances);
- electrical wiring, fitted fires and central heating installations, door entry systems, and extractor fans;
- installations for which the Association is responsible include those which it owns or leases which directly or indirectly serve a house. It will not, however, be responsible for repair of any fixtures and fittings not belonging to it which make use of gas, electricity or water, neither will it be responsible for the repairs or maintenance of anything installed by tenants or others, or belonging to tenants or others which they would be entitled to remove from the house at the end of the tenancy;
- any gas installation provided by the Association in a house will be inspected at least annually and the tenant provided with a copy of the current inspection record;
- where houses are served by a communal television or communications aerial provided by the Association it will make reasonable endeavours to repair any defect within a reasonable period. However, should the system become obsolete the Association will not be responsible for upgrading to a new system so that tenants can receive particular broadcasts or services. Where repairs or maintenance have to be completed, reasonable endeavours will be made to minimise disruption to tenants.

3.2.3 Classification of repairs

Repairs are classified at the time of reporting or immediately thereafter (target completion timescales include any pre-inspections by Association staff): -

Emergency repairs:

generally, a repair is categorised as an Emergency and responded to within 2 hours if it:

- poses a significant threat to the health and safety of tenants or others;
- poses a serious risk to the structure of the property; or
- results in property being insecure.

(while Emergencies are to be responded to within 2 hours, it may only be possible to remove the emergency nature of the repair in that timescale, with follow-up work then ordered separately)

Urgent repairs:

generally, a repair is categorised as an Urgent and responded to within 5 working days where there is a:

- medium or moderate threat to health and safety; or
- medium or moderate risk to the structure of the property.

Routine repairs:

generally, a repair is categorised as Routine and responded to within 8 working days where there is a:

- low or minimal threat to health and safety; or
- low or minimal risk to the structure of the property.

Complex repairs:

These are repairs likely to involve multi-trades, including work requiring time to dry out, removal of asbestos, jobs requiring obtaining quotations from specialists, jobs requiring authority from other owners, or insurer's approval. The response target time for each such repair is set individually with consideration to its particular nature.

Repair categorisation:

Further detail on classification of repairs and timescales is provided in **Appendix 2**.

Rectification of defects under works contracts

Where repairs are reported in work that is within a contractual rectification period, they are categorised and recorded as per other repairs. They are then passed to the works contractor responsible for rectification under the terms of the building contract. Building contracts usually have terms in their specifications requiring that defects be attended to in timescales comparable with the Association's repairs service. Works contractors may additionally be responsible for completing rectification of work that would not be eligible for repair in other circumstances, in which case response times will not be applied supplementary to those in the standard building contract form.

Insurance claims

The Association's insurer is notified as soon as possible of repairs considered to be potential claims. Thereafter the insurer's requirements are adhered to; regarding inspection, cost limits on repairs, quotations for work etc.; to protect entitlement to reimbursement.

3.2.4 Right to Repair

Under the *Scottish Secure Tenants (Right to Repair) Regulations 2002* tenants have the right to have certain qualifying minor repairs carried out within maximum periods. Qualifying repairs are identified as part of the repairs reporting procedure; i.e. they are recorded when reports are classified as per section 3.2.3 above.

Where a qualifying repair has not been carried out by the last day of the maximum period the landlord must pay to the tenant a sum of compensation calculated in accordance with the Regulations. The Association will make such payment when appropriate; and subject to contract conditions any compensation paid to the tenant will be deducted from payment otherwise due to the contractor responsible for non or late completion.

3.2.5 Pre and post inspection

Pre and post-inspections of repairs are carried out to ensure contract compliance, including quality of service, as follows:

- all void properties (pre-inspection whenever possible);
- post inspection of a minimum of 15% of all reactive repairs, including all such work with a value greater than £300;
- common repairs affecting other owners, and out of hours emergencies are inspected on the same basis; and
- all medical adaptations (pre and post).

Contract works, other than measured term contracts being administered by the Association, are inspected independently under the terms of the building contract and its corresponding consultant appointment(s).

3.2.6 Appointments

A flexible approach is implemented regarding appointments for repair work inside tenants' homes. As a minimum standard, these are generally arranged for morning or afternoon on a specific date. It will be recorded where this affects achieving target timescales, e.g. where a tenant is unable to provide access in the 8 day period for routine repairs. (i.e. where a tenant chooses an appointment time taking a repair's completion beyond the target, the days allowed for their convenience will be deducted from the target time.) Repairs are cancelled when tenants do not provide access.

3.2.7 Cyclical maintenance

The cyclical maintenance programme addresses the condition of building components and finishes over the short to medium term. It involves cyclical inspections of components at planned intervals, periodic servicing and maintenance, and rectification work arising from these.

Examples of cyclical maintenance works are:

- external paintwork;
- decoration to communal areas;
- gutter cleaning;
- electrical inspection and condition reports;
- statutory gas servicing (as described below);
- roof inspections;
- water pump inspections;
- tank inspections;
- fire system testing;
- dry riser testing;
- communal ventilation fan maintenance; and
- lightning conductor testing.

3.2.8 Gas safety and CO detectors

Amongst cyclical programmes, annual inspections of gas systems, including gas fittings, appliances and flues are carried out in compliance with the *Gas Safety (Installation and Use) Regulations 1998*. The programme is carried out on a 10-month cycle to ensure compliance. Procedures are in place to ensure effective record keeping, including protocols in term contracts for gas servicing.

All properties with gas systems provided by the Association have Carbon Monoxide (CO) detection and alarm equipment installed.

3.2.9 Asbestos control

The *Control of Asbestos Regulations 2012* address the duty to manage asbestos in non-domestic premises, including the 'common parts' of multi-occupancy domestic premises, such as purpose-built flats or houses converted into flats. The Regulations place a duty to manage on the organisation with the main responsibility for maintenance or repair of such premises. Additionally, the general duties under the *Health and Safety at Work etc. Act 1974* require employers to ensure the health and safety of employees and others so far as reasonably practicable. The *Management of Health and Safety at Work Regulations 1999* also require employers to assess the health and safety risks to third parties, such as workers carrying out work in premises and tenants, who may be affected by activities connected with their business and to make appropriate arrangements to protect them. Health and Safety Executive (HSE) advice is that clients should provide sufficient information about the location and type of asbestos containing materials (ACMs) in order to allow effective management of the risks during any refurbishment or maintenance work. It notes that it is unlikely that a survey of every property is going to be reasonably practicable where a large number of tenanted dwellings are involved.

Association procedures to meet its duties regarding asbestos include:

- maintaining a register of common parts identifying where asbestos is known to exist, so that information can be provided for the management of risks; and
- keeping records of where asbestos is known to exist in individual dwellings, so that contractors can be advised of its presence whenever work is instructed in them.

3.2.10 Legionella control

HSE Guidance states that the practical and proportionate application of health and safety law to landlords of domestic rental properties is that whilst there is a duty to assess the risk from exposure to Legionella to ensure the safety of their tenants, this does not require an in-depth, detailed assessment.

The Association has a separate Legionella Policy, and risk assessments are updated every 2 years.

3.2.11 Electrical safety inspections

The duty on Landlords to ensure regular electrical safety inspections, before tenancies start and at 5 year intervals, is discharged through a rolling programme of inspections carried out each year.

3.2.12 Planned maintenance

Planned maintenance work is programmed in advance. The programme of work is informed by a long-term (usually 30-year) plan identifying the anticipated need for replacement of building elements across each development. This is linked to the Association's financial planning, so that provision is made for necessary maintenance and investment. The programme is updated at least 5-yearly, when periodic stock condition surveys are carried out by independent consultant surveyors. These surveys take in samples across all areas and types of stock, including pre-1919 tenements. Stock condition surveys may be carried out more frequently to ensure that adequate information is available for regulatory reporting, in which case the corresponding life cycle costing programme is updated at the same time. Information gathered in stock condition surveys includes compliance with the SHQS and EESSH.

Planned maintenance work is generally carried out in accordance with the life cycle costing programme, but may be moved forward or back; e.g. to achieve efficiencies by bundling together similar or complementary projects, or to make adjustments to achieve expenditure in accordance with annual budgets.

There can be occasions when there is a premature failure of an element or component at scheme-wide level outside the planned programme, in which case the programme may be adjusted so that the necessary work is undertaken.

Examples of planned investment works are:-

- lift renewal;
- cladding and re-roofing;
- full heating renewals;
- kitchen and bathroom replacement;
- full electrical re-wiring; and
- full replacement double glazing and door sets.

3.2.13 Tenants' alterations and improvements

The Association supports tenants' rights to carry out alterations and improvements to properties and complies with the Housing (Scotland) Act 2001 in this respect; this is addressed in its Policy on Tenant Alterations and Improvements.

3.3 Neighbourhood and community

Social landlords, working in partnership with other agencies, help to ensure as far as reasonably possible that tenants and other customers live in well-maintained neighbourhoods where they feel safe

Charter standard 6

3.3.1 Estate management

The Estate Management Policy addresses all estate management issues, including grounds maintenance, common areas, and the estate caretaker service.

3.3.2 Service delivery

Routine inspection of specific areas, some cleaning, litter clearing, and assisting in ensuring that tenants undertake their responsibilities regarding common areas are provided directly by the estate caretaking service. Larger scale grounds maintenance work, including grass cutting, hedge and shrub trimming, weed control etc. is generally carried out by contractors and subject to periodic competitive tendering.

3.3.3 Factoring

The Association is registered with the Scottish Government as a Property Factor under the *Property Factors (Scotland) Act 2011*. This requires compliance with the Property Factor Code of Conduct.

4.0 Value for money

Social landlords manage all aspects of their businesses so that: tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay

Charter standard 13

4.1 Void properties

Void properties are those for which rent is otherwise chargeable, but with no tenants in place. The Association aims to minimise void periods by completing all repairs and returning properties for letting as soon as possible, usually within 10 working days (i.e. except where major void works are required). Wherever possible void property inspections are carried out in advance to identify necessary repairs and safety checks, so that work necessary to bring properties up to letting standard can be expedited. Maintenance staff also ensure that copies of a valid EPC are affixed to each property and placed in the house file at the time of letting.

Void standards are listed in **Appendix 3**.

Newly acquired properties are dealt with similarly, with maintenance staff collecting keys at the time of purchase and arranging for necessary work to be completed.

4.2 Cost control

4.2.1 Repairs contractors

In compliance with the *Scottish Secure Tenants (Right to Repair) Regulations 2002*, the Association maintains a list of contractors prepared to carry out repairs, including qualifying repairs, with the list including those identified as primary contractors under the Regulations. Procedures for selecting contractors, and for review of their performance to inform the decision whether to retain them on the list, are set out in **Appendix 4**. The control of items of housing maintenance expenditure is set by the Association's Scheme of Delegated Authority and Sub Committee Remits,

which also sets limits above which estimates must be obtained, and above which the Association's Procurement Policy will apply (i.e. requiring a formal building contract to be put in place).

Contractors are usually required to provide details of their hourly rates for each trade or type of work carried out when joining the list of repairs contractors. Where other conditions of contract (e.g. industry standard forms) do not apply, those in **Appendix 5**, including the code of conduct, will usually be applied.

4.2.2 Procurement Policy

The Association's Procurement Policy, with its corresponding suite of procedures, sets out options open to the Association. In practice, procurement of building contracts will normally involve advertising on the *Public Contracts Scotland* website.

Where cyclical or planned works contracts have been operating satisfactorily, consideration may be given to extending them for good reason; subject to complying with any relevant procurement regulations.

4.3 Quality and value of services

4.3.1 Repairs contractors' performance

Repairs contractors' performance is reviewed at least annually in accordance with the procedures set out in **Appendix 4** when applicable (i.e. when contract terms have not been set by longer term or formal building contracts). The review includes assessment of costs, response times, and quality of work, and is reported to Committee, including any recommendation that a contractor be removed from the list of repairs contractors.

4.3.2 Building contract performance

Where work has been carried out under a formal building contract, consultant and contractor reviews are carried out following completion, in accordance with the Association's Post Completion Review Policy. Reviews are reported to Committee when all information required for them to be completed has been obtained, i.e. usually following agreement of the final account and completion of rectification of defects.

4.3.3 Health and safety

The Association is required to meet all its legal duties around tenant and resident safety, including areas such as management of Asbestos, as well as gas and electrical safety (see sections 3.2.8, 3.2.9, and 3.2.11 above).

Repairs contactors' conditions of engagement (**Appendix 5**) require compliance with health and safety regulations, and insurance to be in place.

Principal Designers and Principal Contractors are appointed to comply with the *Construction (Design and Management) Regulations 2015*, i.e. when more than one contractor will be involved in a project.

4.4 Rechargeable repairs

In compliance with the *Scottish Secure Tenancy Agreement*, tenants must pay the costs of repairs for which they are responsible (damage caused by a tenant wilfully or negligently). Examples of rechargeable repairs include (but are not limited to):

- vandalism or wilful damage by a tenant or a member of their family;
- replacing lost or supplying additional keys/key fobs;
- forcing access and/or repairing damage after losing keys;
- call outs that result in a tenant's own equipment being identified as the cause of the repair request;
- repairs made necessary by a tenant's negligence; and
- failure to clear out voids of all furniture, possessions etc.

Rechargeable repairs may also on occasion involve other owners. Whenever possible tenants will be advised of rechargeable repairs costs, and their agreement sought regarding payment, before any work is carried out. Where non-payment of an invoice occurs post repair, the cost of the repair will be recovered in compliance with the Association's usual debt recovery procedures. Reports are made to Committee on rechargeable and outstanding accounts.

4.5 Decoration Allowance

Decoration allowance may become payable to tenants when they move in to void properties at re-letting, or after planned maintenance or major repairs work when re-decoration is not included in the contract works. The amount due is calculated in accordance with the Association's Compensation Policy.

Performance monitoring and reporting

5.1 Housing Services Sub Committee

Along with control of reactive maintenance expenditure against budget, performance is monitored through the use of key performance indicators including targets and benchmarks. These are reported to the Housing Services Sub Committee at least quarterly:

- cumulative number of repairs ordered in the current year;
- times taken to complete repairs by category (including appointments made);
- void property progress;
- reactive repairs expenditure against budget;
- quarterly report on reactive repairs by category; and
- pre and post inspections;

5.2 Development and Technical Sub Committee

The Development and Technical Sub Committee receives reports on:

- planned maintenance and SHQS expenditure;
- building contracts, including consultant and contractor performance;
- progress towards meeting EESSH; and
- the *Heat Network (Metering and Billing) Regulations 2014*;

APPENDIX 1: KEY LEGISLATION

The Association will comply with all legislation, including the following, to ensure that its statutory and legal obligations are fulfilled:

- General Data Protection Regulation (EU) 2016/679
- Data Protection Act 2018
- Housing (Scotland) Act 1987
- Housing (Scotland) Act 2001
- Housing (Scotland) Act 2006
- Housing (Scotland) Act 2010
- Housing (Scotland) Act 2014
- Building (Scotland) Act 2003
- Building (Scotland) Regulations 2004
- Construction (Design and Management) Regulations 2015
- Gas Safety (Installation and Use) Regulations 1998
- Gas Safety (Installation and Use) (Amendment) Regulations 2018
- Control of Asbestos Regulations 2012
- Energy Performance of Buildings (Scotland) Regulations 2008
- Scottish Secure Tenants (Right to Repair) Regulations 2002
- Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997
- Housing (Scotland) Act 1987 (Tolerable Standard) (Extension of Criteria) Order 2019
- Health and Safety at Work etc. Act 1974
- Management of Health and Safety at Work Regulations 1999
- Control of Substances Hazardous to Health Regulations 2002
- Public Contracts (Scotland) Regulations 2015
- Public Contracts (Scotland) Regulations 2016
- Property Factors (Scotland) Act 2011
- Environmental Protection Act 1990
- Tenements (Scotland) Act 2004
- Heat Network (Metering and Billing) Regulations 2014
- Freedom of Information (Scotland) Act 2012
- Environmental Information (Scotland) Regulations 2004

APPENDIX 2: REPAIR CATEGORIES AND TIMESCALES

1.0 Emergency Repairs

Emergency Repairs are defects or faults which pose a significant threat to the health and safety of tenants or others, a serious risk to the structure of a property, or result in property being insecure. An indicative list of repairs considered to be emergencies is:

- no electricity, where the Association is responsible;
- exposed electrical wires;
- no water, where this is not the responsibility of Scottish Water;
- blocked toilet where no other toilet is available;
- cistern not flushing where no other toilet is available;
- broken window, where the glass is broken all the way through or glass is unsafe;
- unable to close or lock an external door or ground floor window;
- flooding;
- loose roof tiles where there is a danger of tiles falling from the roof, provided that it is safe for the contractor to access the roof; and
- no heating where there is considered to be a vulnerability of the tenant or occupant, such as children under the age of 5, or where the tenant is unable to cope with the conditions due to age, ill-health or disability.

The target for Emergency repairs is to attend and make safe within 2 hours of receiving the request, and where possible complete the required repair within that same timescale.

2.0 Urgent repairs:

Urgent repairs and defects are faults where there is a medium or moderate threat to health and safety, or to the property's structure. An indicative list of repairs considered as urgent is:

- minor water ingress or controllable leaks;
- loss of water supply to a single tap;
- loose tap or tap leaking when in use;
- overflow running;
- failure of door entry system;
- faulty entrance door lock if more than one means of security on door;
- internal toilet door or toilet door ironmongery;
- loose flooring causing trip hazard, or other trip hazard;
- faulty light fittings, electric sockets, thermostats, or partial loss of power or lighting;
- faulty shower where bath is provided;
- loss of services or lighting in common areas;
- partial loss of heating (including leaking radiators);

- leaking windows, cracked glass or other window defects not affecting security; and
- loose roofing tiles.

3.0 Routine repairs:

Routine Repairs are defects or faults where there is low or minimal threat to health and safety, or to the property's structure. An indicative list of repairs considered as routine is:

- dripping tap;
- broken toilet seat (when not rechargeable);
- internal doors or door ironmongery (except toilet doors);
- internal joinery, including kitchen unit doors and drawers;
- common entrances and door entry systems (where building is secure);
- windows, where security not affected;
- fencing repairs or replacement where no danger is being caused – if required, and dangerous sections would be removed as emergency;
-
- loose flooring, not causing trip hazard;
- mould treatment; and
- replacement clothes poles/rotary dyers.

Note: Repairs Completed "Right First Time"

The Association endeavours to have repairs completed "Right First Time"; i.e.:

- within the allocated timescale; and
- without the need for an operative to be recalled.

In exceptional circumstances it may not be possible to achieve this, e.g. where parts or materials are not immediately available. In such cases Tenants affected are to be kept informed of progress.

APPENDIX 3: VOID STANDARDS

Element	Work	Do before occupation	Do after occupation
General	<ul style="list-style-type: none"> •Treat damp, wet rot, dry rot and timber decay 	✓	
Roof	<ul style="list-style-type: none"> •Make safe and watertight 	✓	
Guttering/downpipes	<ul style="list-style-type: none"> •Unblock and make watertight 		✓
Wall and ceilings	<ul style="list-style-type: none"> •Fill cracks and loose plaster •Remove polystyrene ceiling tiles or treat for fire-resistance 	✓ ✓	
Floors and stairs	<ul style="list-style-type: none"> •Repair split or creaking timber floor/stairs •Make good uneven flooring •Repair defective handrails 	✓ ✓	✓
Windows and doors	<ul style="list-style-type: none"> •Adjust for easy opening and closing •Repair defective security locks •Renew defective glazing •Provide security glazing where needed •Replace defective door/window furniture •Repair trickle vents 	✓ ✓	✓ ✓ ✓ ✓
Gas appliances	<ul style="list-style-type: none"> •Inspect, and service if not done within last 6 months 	✓	
Electrics	<ul style="list-style-type: none"> •Test appliances and system, issue NICEIC certificate (where applicable) •Provide adequate supply of power points •Renew defective lamp holders and electric sockets 	✓ ✓	✓
Plumbing	<ul style="list-style-type: none"> •Check and repair defective stop valves •Repair faulty ball valves, taps, supply and waste pipes •Replace hot water cylinder jacket if needed 		✓ ✓ ✓
Bathroom	<ul style="list-style-type: none"> •Replace cracked and stained sanitary fittings •Secure loose sanitary fittings •Repair/renew tiling and mastic •Repair faulty toilet flush and overflows •Repair/replace defective toilet seat •Repair defective plugs and taps 	✓ ✓	✓ ✓ ✓ ✓
Kitchen	<ul style="list-style-type: none"> •Provide adequate supply of kitchen units and worktops 	✓	✓

Element	Work	Do before occupation	Do after occupation
	<ul style="list-style-type: none"> • Repair/renew defective kitchen units • Repair/renew tiling and mastic • Repair defective plugs and taps 	✓	✓
Other	<ul style="list-style-type: none"> • Test smoke alarm and renew batteries • Test and repair specific facilities such as community alarms 	✓ ✓	
External works	<ul style="list-style-type: none"> • Repair unsafe paths, steps, handrails etc. • Make other repairs to path, steps handrails etc. 	✓	✓
Cleanliness	<ul style="list-style-type: none"> • Remove rubbish or furniture from the property and garden • Treat vermin and insect infestation • Clean fixtures, fittings, floors and walls 	✓ ✓ ✓	
<p>Note: This list is for general guidance, we will advise of repairs till to be completed after occupation; Additionally tenants will be advised of planned maintenance work scheduled to the property</p>			

APPENDIX 4: PROCEDURES FOR SELECTION, APPOINTMENT AND REVIEW OF REPAIRS CONTRACTORS

Except when tendering under procedures set out in the Procurement Policy, contractors wishing to be considered for selection and appointment to the list of those prepared to carry out repairs **must** complete the Association's Application Form providing details and documentary evidence of compliance with all requirements listed in the Application Form.

Contractors already listed will be required to provide updated information at the time of annual review in order to be considered for the next 12 month period.

- **Selection of Contractors**

Committee will consider how many contractors, including those for qualifying repairs, are required for each trade. When it is identified that the list is not extensive enough to meet the Association's needs, it will be extended; the contractors' ability to deliver the required service(s) at local level being a requirement of appointment. While there is a general presumption in favour of advertising opportunities for selection, direct appointment is permissible (advice and/or recommendations may be taken); in such cases careful consideration must be given to avoiding discriminatory practice in particular.

For specialist works or where no listed contractor can give service, non-listed contractors may be used provided that their insurances and tax position are satisfactory. An Application Form should be requested retrospectively.

- **Establishment of Rates**

The Association will require contractors to provide hourly day-work rates in advance. Rates may only be changed thereafter subject to Committee approval.

- **Review of Contractors Performance**

Committee will review annually (or before as the need arises) the services offered from existing contractors, and automatic re-appointment to the list of contractors will not be guaranteed. Contractors removed from the list will be notified in writing.

Maintenance staff will carry out reviews of contractors' performance annually, in advance of Committee's review of the list of contractors.

All Contractors employed by the Association must ensure that repairs and maintenance activities conform to the requirements of the *Health & Safety at Work etc. Act 1974* and all other relevant legislation.

A copy of their health and safety policy must be provided to the Association.

APPENDIX 5: REPAIRS CONTRACTORS CONDITIONS OF ENGAGEMENT

This agreement is intended to regulate the arrangements between Lanarkshire Housing Association Limited (“the Association”) and its maintenance contractors, covering standards of work, observance of statutory requirements and price amongst other things.

The Association as the employer reserves the right periodically to review the performance of any contractor in use, across a range of criteria **and if necessary, to exclude those contractors where the Association is not satisfied.**

The undersigned contractor, in signing the agreement, undertakes to meet the Association’s requirements in full, which are as follows:

1. The contractor shall comply with current **Health and Safety** legislation and all other relevant legislation and to report any accident or breach of legislation to the Association.
2. The contractor, if working with gas appliances, shall comply with **Gas Safety (Installation and Uses) Regulations 1998** and subsequent amendments. The contractor shall provide evidence of current Gas Safe Registration Certification.
3. The contractor shall provide the Association with evidence of Employers’ Liability Insurance provided by an authorised insurer and meeting the current statutory requirement for minimum cover. They shall also carry and provide the Association with evidence of current public liability insurance cover for a minimum of £1,000,000 for any one event.

N.B. Damage to property caused by the contractor’s negligence is the responsibility of the contractor.

- (a) ***Injury to or death of persons:*** The contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss claim or proceedings, whatsoever arising in the course of or caused by the carrying out of the works.
 - (b) ***Damage to property:*** The contractor shall be liable for and indemnify the Employer against any expenses, liability, loss claim or proceedings in respect of any damage whatsoever to any property of the Association arising in the course of or by reason of the carrying out of the works due to negligence.
4. The contractor shall comply with requirements of the *Scottish Secure Tenants (Right to Repair) Regulations 2002* in that where a contractor fails to carry out the qualifying repair by the last day of the maximum period the contractor will pay a sum of compensation calculated in accordance with the regulations. (Regulations 11 and 12 make provision for instructing another contractor when the primary contractor fails to carry out the work and for compensation to the tenant in that event).

5. Where the contractor(s) is (are) self-employed, appropriate registration or certification (where applicable) must be in place.
6. The contractor shall pay rates of wages and observe hours or conditions of labour no less favourable than those established for the trade/industry via negotiation or arbitration with organisations representing workers in that trade/industry in the district.
7. In the absence of established rates, the contractor shall pay rates of wages and observe hours and conditions of labour no less favourable than the general level of rates etc. observed by other employers in generally similar circumstances.
8. The contractor shall recognise the freedom of their employees to be member of an appropriate **Trade Union**.
9. The contractor shall make arrangement for the welfare of their employee(s) while carrying out work for the Association. Occasional (but not regular or frequent) access to the Association's own welfare facilities may be provided, at the discretion of the Association.
10. The contractor shall provide and be responsible for their own tools, plant, materials, and equipment for the proper completion of any work instructed by the Association, unless otherwise directed by the Association's responsible officer, manager or director.
11. The contractor shall at all times adhere strictly to the relevant **British Standards and Codes of Practice**, in relationship to materials and working practices respectively.
12. The Association may require the contractor to have undertaken work for at least six months before being considered for inclusion on the list of contractors maintained for compliance with the *Scottish Secure Tenants (Right to Repair) Regulations 2002*.
13. Bank and other necessary references relevant to the Association will be supplied upon request.
14. The contractor shall make good any defects appearing within the first six months of the completion of work at no further charge to the Association. The contractor shall be responsible for leaving the site of any works in a clean and tidy condition and shall be responsible for the removal of rubbish.
15. The contractor must ensure the **continuity of the Association's specification**. Where this is not possible, through lack of supplies or outmoded practice, the contractor must report any divergence to the Association and agree with the relevant officer, manager or director a suitable alternative.
16. The contractor must advise the relevant officer, manager or director of any problems which may lead to a delay or failure to complete the work within the required timescale.

17. The contractor must forward an invoice requesting payment for work instructed and completed, within 28 days of the works order being issued by the Association.
18. The Association will pass for payment invoices for work instructed by the Association only if properly supported by a Works Order Number covering an official work request specifying the extent of work to be carried out and only where the work is accepted by the Association's relevant officer, manager or director as completed to the Association's satisfaction. The Association will pay invoices within 30 days of issue unless disputed.
19. The contractor will be expected to co-operate and maintain **good relations** at all times with the Association's clients, its employees and other contractors employed by the Association. The contractor's personnel shall carry a means of identification.
20. The contractor is required to state below the hourly **rate(s) of work charges** and any minimum rate of charge. Any proposed change to the rate must be notified to the Association and will only be accepted as effective two months from the date of notification.
21. Under no circumstances must any member of the contractors staff be :
 - (a) a member of the Association's Committee of Management, or
 - (b) related to or have a close personal relationship with any member of the Association's staff or member of the Association's Committee of Management.

If the contractor employs a person who falls into the above category or is linked in any way with other members of staff within the Association, then the Association's Chief Executive must be informed in writing by the contractor and the matter will then be discussed between the relevant parties and a decision made regarding issuing work to the contractor.

22. The Association will at all times respect the confidence of, and apply confidentiality to, the business and affairs of all contractors and their employees.
23. The Contractor shall comply with the *General Data Protection Regulations/EU) 2016/679* and the *Data Protection Act 2015*.
24. Where the Association has reason to believe the contractor is **not complying** with any of the above, the Association shall be entitled to secure evidence of compliance from the contractor. Failure to co-operate in this respect will lead to removal from the list of maintenance contractors.
25. The Contractor shall comply with the Procedures and Code of Conduct for Repairs Contractors below.
26. The Contractor acknowledges that the Association has duties to disclose information under the *Freedom of Information (Scotland) Act 2012* and the *Environmental Information (Scotland) Regulations 2004*. The Contractor is

advised to identify to the Association any information it provides to the Association which it believes to be commercially sensitive and the reasons why.

PROCEDURES AND CODE OF CONDUCT FOR REPAIRS CONTRACTORS

Repairs Conditions

Instruction of any work will be on an Official Job Order; only Lanarkshire Housing Association Limited staff can instruct work. Tenants and Occupiers cannot issue instructions, therefore, Contractors must not accept instructions directly from them.

Except in emergency, entry to any houses will be pre-arranged. If possible notice should be given in advance to the tenant for access to affect repair.

The standard of work required, must meet existing specification, or be to the relevant British Standard, whichever is higher. The work must be carried out with due skill and care with the site kept tidy at all times. Rubbish arising must be removed during the work and at completion to leave the job "as found".

The Contractor must provide their own plant, scaffolding, tools etc., as required to carry out the work and arrange for any temporary lighting, safety barriers etc., as required. The Contractor may use electric power and water at no cost but must make their own connections. Clean use of toilet facilities may be offered but messing facilities are not.

The Contractor must insure so as to relieve the Association of all liabilities arising out of the carrying out of the work, whether from damage to persons or property, the cover from one event being a minimum of £1,000,000.

The Association's properties are insured against fire, storm, flood etc., but the Contractor will be held responsible for negligence and employers' liability. They will also be responsible for the safety of all plant, tools and materials brought on site for the work and must make good any loss or damage from fire, vandalism, or theft to these.

The Contractor and the Housing Association must comply with the *Health and Safety at Work etc. Act 1974*, and all regulations there under including the *Construction (Design and Management) Regulations 2015*.

The Contractor must not, as a result of work, leave the property unsecured overnight. Overtime may be worked only by prior arrangement.

Accounts shall be rendered on satisfactory completion of the work. No interim payments will be made and no retention held. Payment will follow account submission, within 30 days unless disputed. The work is nevertheless subject to a six month defects liability period. Any materials charged for on a day-work basis will be subject to a maximum of 20% oncost on the net cost to the Contractor after allowing maximum 2.5% discount for cash. Any Sub-contractor's account will be subject to 5% oncost on net cost.

Any dispute or difference shall be referred to a mutually agreed arbiter, or after 14 days non-agreement to an arbiter appointed by the President of the Institute of Arbiters. The Law of Scotland shall apply to any arbitration. The arbiter's decision is final and they shall have the power to award expenses.

REPAIRS REPORTING PROCEDURES

(i) Initial reporting

Tenants will report all required repairs to the Association.

(ii) Repairs categorisation

◆ Repairs Categories

Repairs will be categorised by the Association, generally in accordance with its schedule and guidance which lists repair responsibilities and required **completion** times.

Repair Category	Completion Target
Emergency Repairs	2 hours
Urgent Repairs	5 days
Routine Repairs	8 days

◆ Emergency Repairs

- ◆ Emergency repairs will be responded to within 2 hours. Emergency procedures approved by the Association are detailed in this **Appendix 2** to the Maintenance Policy, and below.

Tenants will be made aware of Emergency Repairs procedures particularly in respect of out of hours service. (This information will be updated regularly and included in Tenants Handbook, Newsletters etc.)

◆ Urgent Repairs

Repairs detailed within an urgent category as identified within Schedule of Repairs will be completed within 5 working days.

◆ Routine Repairs

Routine Repairs identified as not of urgent or emergency nature and will be completed within 8 working days.

The Association has an adopted Maintenance Procedures Manual which clarifies procedures for all classes of Repair.

Exceptions to the above time scales will only be permitted in exceptional circumstances at the discretion of the Association, e.g. if material deliveries are unobtainable.

If there is any doubt in respect of the nature, extent or cost of repairs required, the Association's relevant officer, manager or director will specify clearly to the contractor the details of the repair or remedial work proposed.

(iii) Procedures

A Maintenance Works Order will be issued for all repair work in triplicate form. The Association will retain the **file** copy and both **contractor** and **return with invoice** copies will be issued to Contractors.

Tenants will be advised to verify the identity of tradesmen before allowing access to their homes. Contractors should therefore ensure their operatives have a clear form of identification.

On completion of the repair, the Association's tenant and/or representative must sign the '**return with invoice**' copy of the job line in confirmation that the repair has been completed.

Access arrangements for a repair will be advised to the contractor if available. When access is not obtained the contractor must leave a card detailing the time of the call and advising the tenant who to contact to arrange a further visit.

The '**return with invoice**' copy must be returned to the Association's Office together with the invoice for the work carried out.

The invoice, when presented for payment, must detail clearly the following:

- repair number and address of where work was carried out
- description of work carried out
- description and cost of materials used
- description and cost of labour
- date of initial response
- date of completion of work

(Note: for emergency repairs the time of completion of work must be stated)

Prior to payment of invoice the association must be satisfied that the work has been carried out according to instructions and at the approved labour rates.

The Association will continually monitor and review the performance standard provided by Maintenance contractors, therefore, automatic re-appointment is not guaranteed.

Recommendation for removal of Contractors from the approved list will be notified in writing to the contractor concerned, with reasons for their removal.

Clearly defined procedures must be adhered to at all times. This enables specified standards and clear response times to be maintained. Contractors must comply with these procedures and provide an efficient and effective service at all times.

Emergency repairs undertaken out with working hours should be notified to the Association on the following working day with details of the action taken.

A three yearly or more frequent review of the Maintenance Policy will be carried out. Contractors' performance will be reviewed annually including, by regular inspection of work undertaken, to ensure that the finished quality is of an acceptable standard.

Contractors are advised to report to the Association, failure or poor performance of materials and components in order that the Association may consider replacement and/or raising standard of certain materials.

Instructions in respect of upgrading of materials and/or change in specification of repairs notified will be given by a relevant officer, manager or director of the Association.

Any changes in registration/directors or registered office of the Contractor must be notified to the Association immediately.

Where repairs are constantly re-occurring and where volume of work warrants, the Association may agree a Schedule of Rates with the contractor(s) concerned.

Contractors must at no time take specific instructions from tenants. Any amendment to work instructed will be confirmed by a relevant officer, manager or director of the Association.

Notification of Maintenance Policy changes affecting guidelines will be placed in writing to contractors concerned.