



**WEST GRANTON HOUSING CO-OPERATIVE LIMITED**  
**POLICY DOCUMENT**  
**MAINTENANCE 2019**

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This policy was approved by the Committee of Management on 11<sup>th</sup> September 2019.

It should be reviewed again no later than 2023.

WGHC aims to comply with all relevant legislation. The following legislative requirements have been considered in relation to this policy:

*Housing (Scotland) Acts 1987, 2001, 2010 and 2014*

*Scottish Housing Quality Standard 2004*

[The Scottish Secure Tenants \(Compensation for Improvements\) Regulations 2002](#)

[The Scottish Secure Tenants \(Right to Repair\) Regulations 2002](#)

WGHC aims to comply with all relevant best practice. The following have been considered in relation to this policy:

[The Scottish Social Housing Charter Indicators 1, 4 & 5](#)

[Scottish Social Housing Charter – Tenant & Service User Satisfaction Indicators 2013](#)

WGHC has a suite of policies and procedures covering all aspects of our operations. The policies most closely linked with this policy are:

WGHC's Financial Regulations

WGHC's Debt Management Policy

WGHC's Scottish Secure Tenancy Agreement

WGHC's Tenancy Management Policy

WGHC's Void Management Procedures

WGHC's Health & Safety Policy

WGHC Health & Safety Manual

WGHC Procurement Strategy

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## 1. INTRODUCTION & SCOPE

The policy covers the maintenance of our land, housing stock and other buildings. Maintenance can be divided into the following broad categories:

- **office repairs** which is repairs to the WGHC office or other non housing property owned by WGHC.
- **planned maintenance** which is the replacement of capitalised elements of houses (e.g. kitchens, boilers) at the end of their useful life;
- **cyclical maintenance** which is work carried out periodically and usually programmed in advance.
- **reactive maintenance** which is day to day one off minor repairs usually in response to reported problems;
- **void maintenance** which is repairs to unoccupied properties to make them ready to let;

Policy changes must be approved by the Committee of Management. However if during day to day work an aspect of this policy is unclear or appears to conflict with another policy, regulation or best practice the CEO is authorised to interpret or clarify.

The main body of a policy may be amended by the CEO to correct typographical errors or to update references. Appendices to policies may be amended by the CEO to incorporate changes in best practice, the law or the working environment. Any changes will accord with the principles set out in the main body of the policy.

## 2. PRINCIPLES

WGHC is committed to maintaining its housing stock to the highest possible standard. WGHC will do this whilst serving the needs of its tenants, protecting their rights under the tenancy agreement and complying fully with any statutory or contractual obligations. In setting rents, WGHC will ensure that adequate provision is made for maintenance costs.

WGHC will seek to achieve best value in maintenance by using a range of contractors selected on the basis of price and quality of work. WGHC have developed a Procurement Strategy to ensure transparency and value for money when purchasing goods, services and works. To achieve best value and in particular a consistent level of service it may sometimes be appropriate to use term contracts or partnering rather than individual works orders or tendered contracts. Financial controls will seek to ensure that appropriate authority is required and granted.

WGHC is committed to sustainability and aims to provide well designed, energy efficient houses, to operate fair and efficient systems of housing management and maintenance and to improve the quality of life in West Granton by improving security, community facilities and the environment.

### 3. INTERNAL FINANCIAL CONTROL

#### 3.1. Financial Authority

The Committee of Management will set annual capital and revenue budgets. These are set out in the WGHC Business Plan.

The *WGHC Financial Regulations* set out levels of financial authority and procurement procedures. These set out in detail who can instruct works and incur costs. They also set out when contracts should be tendered.

#### 3.2. Insurance

The CEO will maintain adequate insurances for WGHC property and for building projects. Insurance claims will be made where appropriate.

#### 3.3. Financial reporting and performance monitoring

Committee will receive reports at least quarterly on spend in relation to budget and on key maintenance performance and finance indicators. These reports will include details of significant actual or projected variances from budget.

#### 3.4. Maintenance operating costs

Cyclical maintenance, reactive maintenance (including voids) and office maintenance are included in the revenue budget and treated as operating costs. This means that they are written off as expenditure when they accrue. Accrual is taken to be when works are carried out. The full cost is accrued at this date, including any retention.

#### 3.5. Capitalised maintenance work

Some work is capitalised. This means the cost is added to the value of WGHC's non current assets and written off over a number of years in the form of depreciation.

Capitalised work may include any works which significantly change an asset by reducing maintenance costs or extending its useful life. These include:

- The replacement of components to houses.
- Alterations which improve a property sufficiently to justify an increase in rents.
- Large items of playground equipment.
- Major works or alterations to the office.

Housing components are listed below together with their estimated useful economic lives (UEL). WGHC's capital programme will aim to replace these components when necessary. This is expected to be broadly in line with the estimated UELs.

Component	Useful Economic Life (years)
External Render	35
Central Heating System (excluding boiler)	30
Windows	25
External Doors	25
Bathrooms	20
Kitchen	15
Boiler	15
Lift	15

## **4. STOCK CONDITION AND LONG TERM PROGRAMMES**

### **4.1. SHQS, EESSH & stock information**

The Scottish Government has set minimum requirements expected of housing that social landlords provide. These are known as the Scottish Housing Quality Standard and Energy Efficiency Standard in Social Housing. All properties must:

- be free from serious disrepair
- be energy efficient
- have modern facilities and services provided
- be healthy, safe and secure
- comply with all other aspects of the standards
- achieve set efficiency ratings based on property type

A small number of WGHC houses and flats have less than the minimum amount of kitchen storage required by the SHQS. This is mainly due to tenant choice. Where practical these will be remedied when tenancies change or kitchens are renewed.

Otherwise WGHC stock meets the SHQS. We will however continue to maintain and improve our stock to ensure that it continues to meet required standards.

All properties meet current EESSH standards. The Scottish Government introduced EESSH 2 targets in 2019 which state:

*All social housing meets, or can be treated as meeting, EPC Band B (Energy Efficiency rating), or is as energy efficient as practically possible, by the end of December 2032 and within the limits of cost, technology and necessary consent.*

WGHC utilise analysis tools provided by the Energy Savings Trust, as well as results from stock condition surveys to explore practical methods to increase the energy efficiency of our properties.

We will maintain an adequate record of each one of our properties including:

- completion date;
- size,
- features,
- dates of and results of surveys,
- date of replacement of significant elements,
- electrical tests,
- adaptations

### **4.2. Stock condition surveys & life cycle costing**

WGHC has a number of maintenance responsibilities under the terms of the Scottish Secure Tenancy Agreement (SSTA).

These include the obligation to inspect an individual property prior to let and to carry out any necessary repairs within a reasonable time. Depending on the repair some may be necessary before occupation, some may be carried out after occupation.

WGHC has no obligation under the tenancy agreement or common law to inspect individual properties after let. Instead it is expected that problems will be reported by the tenant.



However WGHC does have an obligation to inspect and maintain the “common parts” which remain under our control and jurisdiction.

We are also expected to ensure that, where practical, properties meet the Scottish Housing Quality Standard and Energy Efficiency in Social Housing standards.

Surveys and other information on the age and current condition of housing property will be used to estimate when repair or replacement work will be required and the likely cost.

This is used in budgets and programming for:

- component replacements in the capital programme
- cyclical maintenance programmes over the medium term.

WGHC will seek to ensure that sufficient funds are in place through annual budgets, annual provision and designated reserves to ensure that houses and surroundings are maintained to the highest possible standard.

WGHC will have a costed programme for all stock for up to at least 30 years. This will necessarily be more broad brush than annual or medium term programmes. However it is an important tool in rent setting and in long term planning.

## **5. Medical Adaptations by WGHC**

Requests for specialised adaptations due to medical conditions will be treated sympathetically and in utmost confidence. WGHC will endeavour to deal with requests promptly but in doing so will ensure that all necessary building warrants, planning permission or necessary documentation is in place prior to starting the adaptation work.

Adaptations will normally be considered following a request from (or on behalf of) an existing tenant. A recommendation from an occupational therapist will normally be required for major works. An OT assessment may be requested by the tenant’s doctor (preferably), the tenant or WGHC.

WGHC is not legally obliged to carry out any adaptations but we will strive to do so where practical. Minor adaptations may be approved by the Maintenance Manager. The CEO must approve any adaptation which involves major works or expense taking account of need, practicality, cost budget constraints and the availability of grants.

Grants towards adaptations (“Stage 3 grants”) may be available from City of Edinburgh Council (CEC) to whom an annual bid is made. The annual budget will assume the bid will be successful. Grants for works will be deducted from operating costs. Any grants towards administration costs will be treated as operating income.

Should the grant awarded fall significantly short of the budgeted amount or if requested works significantly exceed budget assumptions the CEO is authorised to decide what works may proceed based on need and financial constraints. This should be reported to Committee as soon as possible. Committee approval should be sought if this is likely to result in the planned maintenance budget being exceeded.

Works to adapt properties for the use of people with disabilities will not be capitalised and will not be reflected in rents.

**WGHC will record and report on the number of adaptations and the time taken to carry them out in line with Annual Report on the Charter indicators.**

## **6. HEALTH & SAFETY TESTS**

### **6.1. Gas safety testing**

We have a legal duty to have all gas appliances in our properties inspected on an annual basis. Gas safety records are valid for 12 months and can only be issued by Gas Safe Register gas engineers. To ensure access is gained prior to the expiry of the 12 months we will generally schedule inspections for 10 months after the last inspection.

Tenants are obliged under their tenancy agreement to allow the gas engineer access to carry out safety checks and repair work. If a tenant fails to give access or if gas has been cut off to a property, WGHC may arrange for the gas supply to be capped. If necessary, WGHC may force access.

The engineer must provide a valid signed gas safety record. The record will list all gas appliances. WGHC is only responsible for the appliances that we own. If a tenant's appliance is faulty we will notify them. A copy of the record must in any case be provided to the tenant.

Each inspection must be logged on the stock database. WGHC must keep a copy of the signed record. A summary of record keeping procedures is in Appendix 4.

### **6.2. Smoke and carbon monoxide alarms**

By February 2021, in line with Scottish Government guidance, all WGHC properties will have:

- One smoke alarm installed in the room most frequently used for general daytime living purposes (normally the living room/lounge)
- One smoke alarm in every circulation space on each storey, such as hallways and landings
- One heat alarm installed in every kitchen

One alarm will be hardwired with the others interlinked. All properties will also be fitted with a carbon monoxide alarm. Alarms will be tested annually.

### **6.3 Domestic electrical installation condition**

WGHC will ensure that domestic electrical installation condition (DEIC) inspections are carried out to all our stock on a regular basis by a qualified contractor.

Houses relet or where there is a mutual exchange will have a DEIC inspection. This will be treated as voids maintenance expenditure. WGHC will also include DEIC inspections in its cyclical maintenance programme and aims to inspect every property on a rolling cycle covering 50 properties per year.

We should expect to obtain an electrical safety report confirming the installations meet current requirements. Any works required will be instructed to ensure this is the case. WGHC will keep a record of inspections and each inspection must be logged on the stock database.

## 7. COMMON PARTS

### 7.1. Common Parts: Obligations

WGHC has an obligation to inspect and maintain the “common parts” which remain under our control and jurisdiction.

The SSTA says (inter alia): *5.4 We will carry out a reasonably diligent inspection of the common parts before the tenancy begins. We will take reasonable steps to remove any danger we find before you move into your house. We will repair any other defect we find which will significantly affect your use of the common parts, or the house, within a reasonable period. We will repair any damage to boundary walls and fences within a reasonable period if the damage significantly affects your use of the common parts of your house or if it poses a danger to any user. During the course of the tenancy, we will carry out inspections, at reasonable intervals, of the common parts.*

WGHC will seek to maintain these areas to a high standard as part of our annual cyclical maintenance programme.

### 7.2. Common Parts: Definition

The SSTA defines “common parts” as follows (Section 1.13):

*Common Parts - this includes any part of the structure and exterior of the building in which the accommodation is located (such as the roof, guttering, and outside walls) as well as any common facilities in that building (such as: the common close, common stairway, entrance steps, paths, lifts, entrance doors and doorways, passages, bin chute accesses, yard, gardens, outhouses, bin areas, cellar, back green and back court).*

Arguably this definition is not wholly clear as to whether it is confined only to elements shared by more than one property. Some of the listed elements (e.g. guttering) may be discrete to individual properties or common depending on property type (flat, detached, semi-detached or terraced house).

WGHC defines “Common Parts” as those parts of a building which are not exclusive to one property. WGHC has looked at legal precedent and considers this definition to be reasonable.

#### **Common parts include:**

- roofs and exterior walls of flatted blocks,
- common stairs and lifts,
- common fire alarm systems;
- communal garden or back court areas for the use of more than one property;
- pathways, driveways and paved areas which provide access to more than one property,
- boundary walls and fences.

#### **Common parts exclude:**

- roofs and exterior walls of detached, semi detached and terraced houses,
- stairs serving only one property;
- gardens attached to individual properties,
- pathways, driveways and paved areas which provide access to one property,
- pavements, roads, footpaths and other areas adopted by the local authority.
- fences and walls between gardens.

### 7.3. Common Parts: Inspections

In accordance with section 5.4 of the SSTA: *During the course of the tenancy, we will carry out inspections, at reasonable intervals, of the common parts.*

**The Maintenance Manager will ensure that inspections are carried out and recorded at reasonable intervals and any appropriate action is taken.**

WGHC will try to inspect the various common parts at the intervals shown in the table below. The intervals are a guide only. The overall intention will be that the intervals between inspections are reasonable given the condition of the common parts. It may be reasonable to inspect some common parts or some housing developments more or less frequently depending on the age and condition of the parts or developments.

These inspections may be carried out as discrete operations or as part of or alongside other inspections or in response to a reported fault.

Inspections of roofs will generally be visual inspections from the ground. Where practical this may be supplemented by visual inspections from balconies or stair windows etc. It is not expected that inspections will involve going on to roofs.

<b>Common Parts Inspection: interval guide</b>	<b>Frequency</b>	<b>By</b>
<b>common stairs and lifts</b>	6 months	WGHC
<b>common alarm systems</b>	12 months	WGHC contractor
<b>Lightning conductors</b>	< 12 months	WGHC contractor
<b>Water Tanks (6 Colonsay Close)</b>	12 months	Contractor
<b>Water Pumps (6 Colonsay Close)</b>	12 months	Contractor
<b>communal garden or back court areas for the use of more than one property;</b>	annually	WGHC
<b>pathways, driveways and paved areas which provide access to more than one property,</b>	annually	WGHC
<b>boundary walls and fences.</b>	annually	WGHC
<b>roofs and exterior walls of flatted blocks,</b>	4 years	Consultant

Where an inspection is scheduled by a consultant or specialist contractor, WGHC should ensure it is instructed and carried out.

**WGHC will record inspections including:**

- **the date**
- **the properties inspected**
- **the common parts inspected**
- **the name(s) of those inspecting**
- **any significant problems identified and action taken.**

## 7.4. Footpaths and Trip Hazards

Footpaths, paved areas, stairs etc which are common parts as defined above will be inspected at reasonable intervals.

Any significant irregularities which may be trip hazards which are identified will be repaired.

During the course of inspections of common parts WGHC may also notice irregularities on adjacent areas which are not common parts.

It is not expected that WGHC will inspect these areas as a matter of course. We would normally expect tenants to inform us of problems with individual paths or driveways relating to their house (e.g. within a garden). We would normally expect residents to report problems with roads or pavements to the local authority.

However should significant problems of this nature be noticed by WGHC staff:

- Where the problem relates to an individual WGHC property (e.g. a garden path or driveway) it will be repaired within a reasonable time;
- Where the problems relates to an adopted surface WGHC will inform the local authority.

WGHC will also inspect and, where appropriate, repair any trip hazards on individual paths or driveways which are reported to us by tenants.

### **Definition: trip hazards**

**Significant irregularity:** this is to a large degree a matter of judgement. However as a general guide a slab or paviour raised by approximately 20mm or more, a pot hole, a missing paviour, or a broken or unsteady step may be taken to be significant and should be treated as an urgent or routine repair depending on severity.

**Unsafe access path or step:** again, this is a matter of judgement. As a general guide it is an irregularity where there is an immediate and obvious risk. Under the Right to Repair Regulations these should be attended to within one working day following the day it is inspected by us. Procedures in Section 6 of the Maintenance Policy apply.

## 7.5. Fire alarms and emergency lighting.

As noted under gas safety WGHC will ensure that the annual gas safety check to individual houses and flats includes checking fire alarms (smoke detectors) and carbon monoxide alarms in individual properties. Any problems should be noted on the gas safety certificate. WGHC will then instruct repair or replacement as necessary.

In the case of fire alarms in flats which are linked to a central alarm system (as in Colonsay Close and Waterfront Park) these will be independently tested by a qualified contractor.

WGHC will have all fire alarms, emergency lighting and other safety features in communal stairs and in the WGHC office fully checked at least annually.

WGHC must keep a copy of the signed records of tests. This may be a paper or scanned copy.

Smoke detectors and CO alarms will be replaced either when faulty or after 10 years by a combination of:

- responsive replacement when reported faulty by tenant or inspection as part of reactive maintenance; and
- a planned programme of replacement within the planned maintenance programme.

## **7.6. Factors at ForthQuarter**

Some repairs and maintenance is carried out under a factoring agreement with other agencies.

This does not remove WGHC's responsibilities as owner and landlord.

## **7.7. Parking**

Maintenance of car parks at the ForthQuarter flats is managed by The Element Factors under a factoring agreement.

The following flats have a designated space in the underground carpark at ForthQuarter  
CC06/07, CC06/09,  
CC08/01,  
CC1006, CC10/08, CC10/11,  
WF65/03, WF65/06, WF65/09, WF65/10, WF65/11, WF65/12.

The designated space may be used for one private car, light commercial vehicle or motorcycle only. It cannot be sublet or shared. Only 12 of the flats in Colonsay Close and Waterfront Park have a designated car parking space.

## **7.8. Stairs & Common Areas - cleaning**

WGHC has 83 flats in buildings served by common stairs. WGHC will arrange for stairwells, landings, lifts and stair windows to be cleaned on a regular basis. WGHC staff will inspect the standard of cleaning on a regular basis.

The layout of blocks vary. Some ground floor flats have main doors, some have doors off the common landing, some have both. In some the stairs are the main access to upper floors but 45 flats are in blocks with lifts where the stairs are very much a secondary access route.

Adequate stair cleaning is necessary for the safe and secure use of the buildings. It is not reasonable or practical to make tenants responsible for this. This is most obvious where the stairwell is a secondary access route but holds true, for many reasons, across all of the flatted stock. These reasons include the number of wheelchair flats or flats designed for elderly or disabled people within the flatted stock.

In all cases WGHC arranges for stairs to be cleaned and this is financed directly from the rent. WGHC does not use service charges as it considers any cost relating to the necessary maintenance of properties and common areas to be part of costs covered by rent. The rent setting mechanism includes provision for maintenance of common areas in flatted properties.

The only exception is the remaining flat in West Pilton Drive. In this case WGHC only owns one of the six flats in the stair. Stair cleaning is carried out by the occupants. Given the difficulties involved with such a system WGHC may periodically intervene to carry out a one off clean of stairwell and common areas at the discretion of senior staff.

## **7.9. Stair Lighting & Power**

WGHC is responsible for the maintenance of stair lighting in the flatted blocks we own. In around half of the stairs we are also responsible for the cost of electricity for stair lighting.

In all the blocks (except one flat in West Pilton Drive) WGHC is responsible for the cost of power for other common services which may include door entry systems, lifts and alarms. The common services vary from block to block.

Repairs may be identified during regular inspections, by staff or by tenants.

Repairs to stair lighting in the ForthQuarter flats will be instructed directly to a WGHC contractor.

#### **7.10. Lifts**

There are lifts in three WGHC blocks in Waterfront Park & Colonsay Close. Service and repair of the lifts is arranged directly with a WGHC contractor. Faults can be reported from the lift phone to the company with the service contract.

#### **7.11. Repair of Common Parts**

*As set out in Section 5.4 of the SSTA: We will carry out all repairs within a reasonable period of becoming aware that the repairs need to be done. Once begun, the repairs will be finished as soon as reasonably possible. All repairs will be done to the standard of a reasonably competent contractor, using good quality material.*

Repairs identified during the course of inspections of common parts will be carried out within a reasonable time.

In some cases, especially simple minor repairs, the repairs will be treated as reactive repairs.

In other cases, the repairs may be carried out as planned repairs over a longer time frame, perhaps including a tendered contract.

## **8. GROUNDS MAINTENANCE**

Grounds maintenance is the maintenance of landscaped areas. It covers the maintenance of playgrounds, hard landscaping (paths, walls and fences etc.) and soft landscaping (grassed areas, shrub beds etc.).

WGHC owns and is responsible for the maintenance of two small parks, two playgrounds and a number of enclosed landscaped areas within the area of our housing stock. There are also a large number of boundary walls and fences.

WGHC will seek to maintain these areas to a high standard.

### **8.1. Playgrounds**

An independent inspection of playgrounds is carried out annually. WGHC will act on any recommendations arising.

In the interests of safety WGHC Maintenance staff will aim to closely inspect playground surfaces and equipment weekly. WGHC will keep a record of inspections.

Any damage identified by, or reported to WGHC should be repaired as soon as possible. Where there is a possible danger to users we will aim to make safe within 4 hours.

Playground equipment is not insured as premiums are excessive. There is an annual budget for repairs.

Significant replacement, renewal or new provision is capitalised and will require Committee approval.

### **8.2. Hard landscaping**

WGHC is responsible for the maintenance of paths, driveways, fences, walls, sheds and other "hard landscaping" within the curtilage of its housing stock and landscaped areas. All should be maintained to a safe and secure condition.

We will also seek to limit weed growth in tenant driveways, shared paths, back courts and common hard landscaped areas through annual or biannual treatment.

Regular inspection and assessments will be made and recorded. Any works necessary to address safety or environmental concerns will be instructed. The inspections will also inform the medium term planned maintenance programme.

### **8.3. Soft landscaping and cleaning**

WGHC will maintain its parks and landscaped areas to a high standard. This includes grass cutting, shrub and tree pruning, maintenance and litter picking. Term contracts will be used to ensure areas are maintained throughout the year.

Gutters need to be cleared of litter and vegetation periodically. The scheduling of work will be informed by regular inspection and assessments. Where practical gutter cleaning may be incorporated with external painterwork. However, this is not always the optimum solution so it should not be automatic.



## **8.5. Grounds maintenance by factors or other agencies**

Some shrub beds at Ferry Road Avenue are jointly maintained with Link Homes. Link are factors and carry out the maintenance while WGHC pays a contribution.

ForthQuarter Park is owned by National Grid and managed by a factor. WGHC pays a contribution to its maintenance due to our ownership of 45 flats in Colonsay Close and Waterfront Park. The deeds of these flats require an annual contribution to be made.

The central courtyard at Colonsay Close/Waterfront Park and the shrub beds and perimeter landscaped areas are jointly maintained with Dunedin Canmore HA.

WGHC is not responsible for maintaining individual tenant gardens. WGHC may however offer grass cutting aid where a household is unable to maintain their garden.

The following areas in the vicinity of our stock are not the responsibility of WGHC:

- any pavements, roads and street lighting which are adopted by City of Edinburgh Council (CEC);
- some grass verges in Granton Mill and Granton Mains which are adopted by CEC;
- the paths through and the street lighting in the parks in Granton Mill Crescent and Granton Mill Drive which are adopted by CEC;
- parking bays at Ferry Road Avenue, Craigmuir Place, Colonsay Close and Waterfront Park which are adopted by CEC;
- the fencing (outwith the park) dividing Granton Mill Drive and Granton Mill Park which is the property of the adjacent owner-occupied houses;
- fencing, paths, decking, sheds or other hard landscaping installed by tenants.

However, in extremis we may opt to carry out these works if other agencies fail to do so.

## **9. PAINTERWORK & OTHER PROGRAMMED WORKS**

WGHC is responsible for maintenance, including decoration, of the external woodwork and metal work of our properties. This may include doors, windows, fascias and metal fencing.

Woodwork is painted approximately every four to five years. Metal fencing is painted approximately every 10 years. This is however very dependent on location and weather conditions.

Some areas, including Colonsay Close and Waterfront Park, have some external wood work which is designed to weather and should not require painting.

Some metal fencing is either galvanised and unpainted or pre-dipped. In these cases, painting should be required less often, if at all.

Regular inspections will be made to assess when works are required. This may involve either bringing forward or postponing parts or all of some areas.

Within its planned maintenance programme WGHC may include some other works necessary to maintain the fabric or appearance of WGHC property. These works are planned in advance rather than responsive. They may be carried out in contracts over a defined period or as a rolling programme carried out as and when the opportunity arises (e.g. when houses are void or in association with other works).

## 10. VOID MAINTENANCE

### 10.1. Making void properties safe and secure

Care should be taken to make sure that void houses are secure and that utilities are turned off when appropriate.

To comply with insurance policies the following must be done where houses are empty for 90 days or more:-

- inform insurers;
- turn off all mains services;
- drain down water;
- lock all doors and windows;
- remove mail and seal mailbox;
- inspect externally and internally at least monthly and:
  - arrange removal of any waste (e.g. from bins or fly tipped);
  - log visits and confirm any waste was removed.

### 10.2. Obligations prior to reletting

Void maintenance is work required between lets to make a property ready to let. Section 5.2 of the Tenancy Agreement sets out our obligations.

*5.2 Before the start of the tenancy, we will inspect your house to ensure that it is habitable, wind and watertight and, in all other respects, reasonably fit for human habitation. If repairs or other work needs to be done to bring the house up to that standard, we will do so before the tenancy begins. We will notify you about any such work. Any other repairs may be carried out after the tenancy begins.*

WGHC's **Void Management Procedures** set out what works are required prior to relet.

## 11. REACTIVE REPAIRS

### 11.1. Reactive Repairs: Definition & Obligations

Reactive repairs are repairs of elements which have broken or failed during normal use. We are not obliged to carry out regular inspections within properties and these repairs usually follow reports from the tenant.

As stated in the tenancy agreement: *5.3 During the course of your tenancy, we will carry out repairs or other work necessary to keep the house in a condition which is habitable, wind and watertight and, in all other respects, reasonably fit for human habitation. We will carry out all repairs within a reasonable period of becoming aware that the repairs need to be done. Once begun, the repairs will be finished as soon as reasonably possible. All repairs will be done to the standard of a reasonably competent contractor, using good quality material.*

### 11.2. Repair Urgency Indicators & Targets

All reactive repairs must be categorised according to urgency. This determines how quickly we should expect to respond to an emergency or to complete a repair.

In exceptional cases the nature of the work may make the target unrealistic. The tenant will be informed of a revised target date. Where access is delayed by the tenant the targets will be put back accordingly. See also Appendix 6 for further guidance on urgency indicators and details of how response and completion times are monitored and for further clarification in relation to heating and hot water problems.

Urgency Indicator	Definition	Examples
<b>Emergency</b>  <b>Target:</b> <b>Attend in 3 hours</b>	Repairs necessary to prevent serious damage to the building, danger to health, risk to safety or risk of serious loss or damage to the occupier's property	No electricity; No heating; Severe leakage of water; Broken and insecure window; Broken and insecure door; W.C. choked or inoperable (where only one).
<b>Urgent</b>  <b>Target:</b> <b>Complete in 2 working days</b>	Repairs that seriously affect the comfort or convenience of the occupier	Partial loss of heating; No hot water; Partial loss of electricity; Blocked sink or bath; Leaks from waste pipes, traps etc; Unsafe path or step; Lift not working; Removal of offensive graffiti.
<b>Routine</b>  <b>Target:</b> <b>Complete in 10 working days</b>	Repairs that will not seriously interfere with the comfort and convenience of the occupier	Dripping taps; Ease doors or windows; Replace door or window handles; Minor heating repair (e.g. bleed radiator) Minor repairs to floors, steps or paths; Broken roof tiles;

### 11.3. Right to Repair Regulations – Qualifying Repairs

Certain “qualifying repairs” may also be subject to the Scottish Secure Tenants (Right to Repair) Regulations 2002. Qualifying repairs are listed in the table below.

Qualifying Repairs	Maximum time in Days
Blocked flue to open fire or boiler.	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house.	1
Blocked sink, bath or drain.	1
loss of electric power.	1
partial loss of electric power.	3
Insecure external window, door or lock.	1
Unsafe access path or step.	1
Significant leaks or flooding from water or heating pipes, tanks, cisterns.	1
Loss or partial loss of gas supply.	1
Loss or partial loss of space or water heating where no alternative heating is available.	1
Toilet not flushing where there is no other toilet in the house.	1
Unsafe power or lighting socket, or electrical fitting.	1
Loss of water supply;	1
Partial loss of water supply.	3
Loose or detached banister or hand rail.	3
Unsafe timber flooring or stair treads.	3
Mechanical extractor fan in internal kitchen or bathroom not working.	7

Specifically in relation to heating and hot water further clarification can be found in Appendix 6(d).

The regulations do not apply where the repair is not WGHC’s responsibility, i.e. either tenant damage or the responsibility of other agencies (e.g. water supply, gas supply).

The regulations do not apply where a tenant fails to provide access to a house for inspection or repair, when given a reasonable opportunity to do so.

If exceptional circumstances delay completion of the repair WGHC may notify the tenant that the maximum period is suspended.

The tenant should be informed if a repair is a qualifying repair and of their rights. They should also be informed if the maximum time is suspended or the regulations do not, or no longer, apply.

If a qualifying repair **is not completed** within a maximum period of time then compensation is payable. The maximum time in working days is shown in the table. In each case this is the number of working days after the day the repair is notified (or inspected if that is necessary). Working days exclude weekends and public holidays. (So a blocked sink reported on a Monday should be repaired by the end of Tuesday. If reported on a Friday then by the end of Monday.)

If a qualifying repair **has not begun** at the end of the maximum time the tenant may instruct the repair from another of the contractors used by WGHC but only if:

- the estimated cost is not more than £350 and
- the repair is not covered by guarantee (including defects periods).

The contractor must check with WGHC before proceeding.

Further information and details of compensation are in Appendix 3.

**For the avoidance of doubt any qualifying repair will also first and foremost be either an emergency, urgent or routine repair.**

#### **11.4. Defects & Snagging**

On completion of a new build property or of a component replacement or large-scale adaptation or improvement, there usually follows a defects liability period which follows the contractor is responsible for most repairs. Exceptions would include damage by tenant, vandalism etc.

The defect period is set out in the contract and is usually 12 or 24 months. However, it does not end until our lead consultant issues a "certificate of making good defects". In practice, the defects period often lasts for some time after the contracted period.

Our normal urgency indicators will apply and we try to include them in contracts. However, this is rarely if ever contractually binding and we have limited control over these repairs. While we will use best endeavours to have repairs carried out quickly, any repairs subject to defects liability will not be counted in relation to performance targets. Some very minor works (e.g. cracks due to settlement) may not be completed until the end of the defects period.

In exceptional circumstances WGHC may opt to disregard the contractor's responsibility and instruct works from another contractor if the tenant would suffer unduly by any delay.

Note that some regulations relating to the right to repair still apply to qualifying repairs during the defects period. The maximum times and compensation still apply. However the tenant will not have the right to use an alternate contractor as this would conflict with the contractors responsibility. Please refer to the previous section for details.

## **12. RECHARGEABLE REPAIRS**

### **12.1. The Tenant's Responsibilities**

Tenants are responsible for certain aspects of the maintenance of their tenancy.

Section 5.9 of the WGHC Tenancy Agreement states: -

Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully, accidentally or negligently by you, anyone living with you or a visitor to your house.

This includes damage caused to white goods (if provided), damage to flooring (if provided), damage to blinds or curtains (if provided), damage to sinks or sanitary ware, choked sinks or sanitary ware, plugs or chains, internal door handles, replacing lost or broken keys and any cost incurred through forcing entry through lost keys.

If we decide to carry out the work, you must pay for the costs incurred by us on your behalf in respect of any repairs, administrative work, emergency call outs, or services undertaken, incurred or instructed by us where such repairs, charges and costs;

(a) are your responsibility under this Agreement; and/or

(b) where you, having been given notice, have failed to implement your obligations under this Agreement and we arrange for such obligations to be implemented.

This paragraph does not apply to damage caused by: fair wear and tear; vandals (provided that you have reported the damage to the police and us as soon as the damage is discovered).

Section 5.17 of the WGHC Tenancy Agreement further states:-

*“You are responsible for taking reasonable care of the house, including any fixtures and fittings and white goods, provided by us for your use. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the house in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs which are due to fair wear and tear. In particular, you are responsible for carrying out minor repairs including:*

- *breakage to glass;*
- *damage to sinks, baths or sanitary ware;*
- *replacing lost or broken keys. “*

### **12.2. Negligence or misuse**

If a repair is necessary because of negligence or misuse by a tenant or former tenant or the repair would normally be the responsibility of the tenant under the terms of the tenancy agreement, WGHC will carry it out only if:

- the tenant requests it and agrees in advance to bear the cost, or;
- the repair would in the opinion of WGHC staff cause further damage if not attended to promptly and the tenant is unable or unwilling to have the works carried out, in which case the tenant will be charged for the works, or;
- at the end of a tenancy a tenant has left the property without carrying out repairs for which they are responsible.

### **12.3. Vandalism or other criminal damage**

If damage is due to vandalism or other criminal activity and has been reported to the police then WGHC will effect repairs.

#### **12.4. Locks & Keys**

The tenant is responsible for replacing lost keys and for gaining access to the property or changing locks due to lost or misplaced keys. A tenant in this situation should employ a locksmith or joiner to carry out the work.

WGHC will normally only instruct a contractor on the tenant's behalf if the tenant agrees to bear the cost. Where the tenant has previously failed to repay a recharged repair WGHC may refuse to assist the tenant.

In exceptional circumstances (e.g. elderly or disabled tenant) WGHC may opt to instruct the works and bear the cost.

#### **12.5. Blocked sinks, wash hand basins, water closets, pipes and drains**

The tenancy agreement states that although WGHC "must keep in repair drains, gutters and external pipes" nevertheless "this does not include the clearance of blockages caused by the Tenant's negligence." (section 5.8 of Tenancy Agreement).

When a tenant reports a blocked sink, toilet etc. WGHC will therefore expect the tenant to take reasonable steps to resolve the problem (e.g. plunging, drain clear liquids etc.)

If this is ineffective or impractical WGHC will normally instruct the works and bear the costs. However if the negligence is wilful or repeated WGHC may opt to insist that the tenant accept their full responsibility under the Tenancy Agreement and resolve the problem either by getting the works carried out themselves or bearing the cost.

#### **12.6. Substandard or unauthorised alterations**

Any substandard or unauthorised alterations which have been identified and which the tenant does not rectify may be removed or replaced and the cost will be recharged to the tenant or former tenant. See also Section 8.

#### **12.7. Rechargeable work**

When any repair is requested WGHC will consider whether the repair arises from damage caused wilfully, accidentally or through negligence. In such cases the tenant may be recharged.

If work is required because of the condition in which the house is left after a tenant moves out WGHC may recharge the tenant or former tenant.

Alternatively, from time to time a tenant may request that work, which is their responsibility (e.g. the connection of a gas cooker, repair of damage by the tenant) is carried out by one of WGHC's approved contractors. WGHC may instruct the work and recharge but will only do so in exceptional circumstances.

In all cases WGHC staff take account of the age of the property and length of tenancy in assessing what repairs may be counted as damage and what are due to wear and tear. We should only recharge where the tenant's responsibility is clear.

Policy & procedures are set out in **WGHC's Debt Management Policy**.

## 13. ALTERATIONS BY TENANTS

### 13.1. WGHC Consent

A tenant who wishes to carry out work to their house must apply in writing to WGHC for our consent, giving details of the proposed work.

“Work” means-

- alteration, improvement or enlargement of the house or of any fittings or fixtures;
- addition of new fittings or fixtures;
- erection of a garage, shed or structure

WGHC may-

- a. consent or;
- b. consent subject to such reasonable conditions as WGHC may impose or;
- c. refuse consent, provided that it is not refused unreasonably.

WGHC will give its consent or refusal, any conditions imposed and, in the case of refusal, the reasons for refusal, in writing to the tenant within a month of receipt of the written application, otherwise WGHC is taken to have consented to the application.

In considering whether to impose a condition WGHC must have regard to:

- the age of the house;
- the cost of complying with such a condition;
- any guidance issued by Scottish Ministers

Conditions imposed under section b. include conditions as to the standard to which the work is to be carried out.

WGHC will consider retrospective requests submitted within a reasonable period of time.

A tenant who is unhappy with a refusal, or with any condition imposed, may ask for the decision to be reviewed. If still unhappy they may submit an appeal. Refer to WGHC *Governance Policy*.

Any substandard or unauthorised alterations which have been identified and which the tenant or former tenant has not rectified will be removed or replaced and the cost will be recharged to the tenant or former tenant. (see also Section 8, Rechargeable Works.)



## 13.2. Compensation for Improvements

### 13.2.1. Right to Compensation for Improvements

Under the Housing (Scotland) Act 2001, tenants may be able to receive compensation from WGHC for certain improvements which they have made to their house on or after the 30th September 2002.

To qualify **the tenant must have obtained WGHC's written approval to the improvement** and the tenancy must have ended.

If a tenancy ends because a tenant dies, compensation can be made to the tenant's personal representative.

There is no compensation if the home is being repossessed or if the tenant is being given a new tenancy by WGHC.

### 13.2.2. Applicable Improvements

Only certain improvements are eligible. These are shown in the table.

Item	Notional Life in Years
Bath or shower	12
Cavity wall insulation	20
Sound insulation	20
Double glazing or other external window replacement or secondary glazing	20
Draught proofing of external doors or windows	8
Insulation of pipes, water tank or cylinder	10
Installation of mechanical ventilation in bathrooms and kitchens	7
Kitchen sink	10
Loft insulation	20
Rewiring and the provision of power and lighting or other electrical fixtures including smoke detectors	20
Security measures other than burglar alarm systems	15
Space or water heating	12
Storage cupboards in bathroom or kitchen	10
Thermostatic radiator valves	7
Wash hand basin	12
Water closet	12
Work surfaces for food preparation	10

Decorating the home does not qualify for compensation.

### **13.2.3. Procedures and Payments**

Any claims must be made in writing to WGHC and will be given reasonable consideration.

Compensation can be claimed only for:

- the cost of materials (but not appliances such as cookers or fridges); and
- labour costs (but not the tenant's labour).
- Tenants should provide invoices to show how much the improvements cost.

The amount payable must not exceed the cost of the work. The minimum amount payable is £100 and the maximum amount payable is £4,000.

The value of any improvement falls as the improvement gets older and as the tenant gets use out of it. The compensation will take the age of your improvement into account.

Compensation may be reduced if WGHC believes the tenant paid too much for the improvement or the quality is higher than it would have been had WGHC done it.

WGHC may also increase or reduce the compensation depending on the condition of the improvement when the tenancy ends.

WGHC can also take any money the tenant owes to WGHC from the compensation they are entitled to (for example, for unpaid rent or recharged repairs).

## **14. COMPENSATION FOR TIME & TROUBLE**

### **14.1. Principles**

WGHC tries at all times to carry out repairs promptly, to a high standard and with minimum inconvenience. On those few occasions when we do not meet our normal standards we may pay compensation to the tenant. These are commonly known as “time and trouble” payments.

If a customer makes a claim for compensation for damage or loss not covered in this section it will be referred to the CEO for a decision. It may also be appropriate to inform our insurers or take legal advice.

### **14.2. Access, Time and Trouble**

Under the terms of the Tenancy Agreement WGHC has the right to access to carry out repairs to the house or adjoining property.

No payment will be made for giving access for, or minor inconvenience during, routine or planned maintenance works.

WGHC may consider making a “time and trouble” compensatory payment if:

- A reported repair is not completed within WGHC target completion times (see Section 6.2.1);
- Works were substantially more prolonged or extensive than would be expected in comparison to the planned timescale or scope of the works; or
- Exceptional inconvenience is experienced as a result of the works.

In such cases, assuming reasonable access has been granted, a compensatory payment for “time and trouble” will automatically be paid.

If repairs are necessary because of a breach of the tenancy agreement, none of the provisions in this section will apply.

### **14.3. Right to Repair**

In accordance with the 2001 Housing (Scotland) Act, if certain small urgent or emergency repairs are not carried out by the maximum period allowed for them by the right to repair regulations then compensation will automatically be paid. See also Section 6.2.2.

### **14.4. Damage to Decoration or Tenant’s Property**

Damage to tenant’s property from a leak or other fault should be covered by the tenant’s household insurance. It is the responsibility of the tenant to take out adequate household insurance and WGHC will not normally compensate the tenant.

Damage to decoration caused by a leak or other fault will normally be made good by WGHC. If redecoration is required due to damage from a repair or fault and the tenant wishes to do the work themselves then WGHC may pay a decoration allowance on completion of the works.

If a contractor causes damage during the course of making a repair then WGHC will pay reasonable compensation to allow for repair or replacement. (WGHC will seek to reclaim this from the contractor).

#### **14.5. White Goods**

WGHC provides white goods in some flats. We will pay a fixed sum per day during any period the appliance (washer/dryer, fridge/freezer, cooker) is out of service. This will not apply where reasonable access is not provided.

WGHC provides white goods in a small number of wheelchair houses and flats. No charge is made for this. No payment will be made for any period the appliance is out of service (unless under 9.2 above). A fault will be treated as an urgent repair.

#### **14.6. Vacant Possession**

WGHC has the right to require a tenant to move temporarily to suitable alternative accommodation if it is necessary to allow us to carry out planned or routine maintenance. Extra expense reasonably incurred by the tenant as a result will be reimbursed by WGHC (**see Appendix 3**).

The tenant will still be responsible for payment of the full rent for the property during the period of the repair.

WGHC's Tenancy Management Policy covers procedures if a house becomes uninhabitable due to an emergency.

#### **14.7. Level of Payment & Procedures**

The general principle will be that any payment should cover actual loss or be a proportion of rent or service charge appropriate to the amenity lost or inconvenience suffered.

Any entitlement to compensation will be paid automatically to the tenant who will not have to submit a claim.

Payments may be made after deduction of any rent or other amounts due by the tenant to WGHC.

Procedures for payment of compensation including guidance on appropriate levels of compensation are set out in **Appendix 3**.

## 15. PROCUREMENT & CONTRACT MANAGEMENT

### 15.1. Procurement

Levels of financial authority and regulations relating to works orders, tenders and procurement are set out in the **WGHC Financial Regulations**.

WGHC will try to use the most appropriate form of procurement for the type of work. In general large projects (e.g. replacement of a number of kitchens) and term contracts (e.g. central heating servicing, landscape maintenance) are competitively tendered unless Committee approves a negotiated contract or partnering agreement.

Procurement would normally be facilitated by the use of portals such as the Scottish Governments **Public Contracts Scotland**.

Most reactive and void maintenance and other one off jobbing works will be instructed by works orders issued to contractors drawn from an approved list. These Contractors should be given a copy of WGHC's **Conditions of Contract and Safety Rules for Maintenance Contractors** (reproduced in Appendix 5).

Building works or services above £10,000 (excluding VAT) but less than £25,000 (excluding VAT) will be instructed by means of a contract drawn up by WGHC, the contractor or consultants. The contract may be in the form of an exchange of letters or a formal statement of terms and conditions signed by both parties.

Building works or services above £25,000 (excluding VAT) will normally be carried out under the terms of an appropriate contract drawn up by a consultant for WGHC. This may be a letter of acceptance referring to detailed tender documents or an appropriate standard form of Building Contract. Contract documents should not include contingencies, if necessary approximate quantities or provisional sums should be used. An appropriate defects liability period and retention will normally be included.

Contracts will be signed by the CEO on behalf of WGHC.

### 15.2. Consultants

Professional building consultants may be used in building projects of more than £25,000 (excluding VAT) except for term maintenance contracts. As a minimum a surveyor, architect or landscape architect will be appointed as lead consultant to supervise design, specification, tendering and management of the contract.

Clerk of works services will be used in building projects where specialist input is desirable.

A CDM Co-ordinator will be appointed if necessary under the terms of the Construction (Design & Management) Regulations 2007. See Section 11.

The requirement to carry professional indemnity insurance at the appropriate level shall be made a condition of appointment of consultants. A certificate from the insurers shall be provided and any conditions checked before the appointment of consultants. Architects, Engineers, Building Surveyors and others engaged in the design and/or supervision of building works will have a minimum limit of personal indemnity insurance of £5,000,000 for each and every claim. Quantity Surveyors and other secondary consultants will have a limit of indemnity of at least £250,000 for each claim.

In most cases consultants may be appointed by exchange of letters. The letters must clearly define the duties of the consultant and the fee to be paid. In most cases fees will be fixed, alternatively they may be based on a percentage of works cost.

Where the consultant's fees will exceed £10,000 a formal contract should be signed with the consultant's duties and conditions, including release of fees, defined where possible with reference to the standard terms of the appropriate professional institute.

### 15.3. Contract Management

A member of staff (usually the Maintenance Manager) will act as project officer for each formal contract and will be responsible for ensuring WGHC's interests and responsibilities as the client are upheld. Specific responsibilities and authority will include, where relevant:

- ensuring that WGHC meets its obligations in relation to health & safety.
- ensuring consultants are formally appointed and that they have an appropriate level of personal indemnity insurance;
- obtaining and holding records of building warrants, planning consents/conditions, certificates of completion/habitation and adoption agreements granted by the Planning/Building Authority, Roads/Utilities Authorities as appropriate;
- obtaining and holding records of appropriate guarantees including third party warranties;
- ensuring that all property is inspected by consultants or staff as appropriate prior to practical completion and again prior to the end of any defects liability period;
- ensuring that invoices are checked and duly authorised prior to payment.

### 15.4. Contracts: Health & Safety

If WGHC asks a contractor to carry out work we become the client in terms of the Construction (Design & Management) Regulations 2007 – “CDM regulations”).

Under the CDM regulations the client always has some level of responsibility in relation to health and safety regardless of how big or small the project is. The WGHC maintenance manager will have day to day responsibility for ensuring our obligations in relation to the regulations are met.

Most WGHC repairs are small “non-notifiable” projects. This includes one off jobbing works, both those instructed individually (via works orders) and those under term contracts (e.g. central heating repairs, grounds maintenance).

WGHC must check the competence and resources of contractors. This is normally covered by procedures relating to the Approved List. See section 12.

In relation to these smaller “non notifiable” jobs WGHC must also take **reasonable** steps to ensure that:-

- the construction work can be carried out so far as is reasonably practicable without risk to the health and safety of any person;
- workers have adequate welfare facilities ( access to toilets etc.) if appropriate;
- the contractor has any information which is relevant to ensure the health and safety of the workers or those liable to be affected by the work.

Larger “notifiable” projects have specific requirements under the regulations including the need to appoint a CDM Co-ordinator (usually a building surveyor). Our responsibilities under the CDM regulations are set out in detail in our ***Health & Safety Manual***.

## 16. APPROVED LIST

Committee receive a report on contractor performance early in the calendar year. Based on this they agree a list of “approved” contractors from whom the bulk of goods and services are purchased.

Contractors who wish to apply to WGHC’s Approved Contractors List will usually be asked by the Maintenance Manager to carry out several minor jobs to monitor their performance before inclusion the list. All contractors must complete an application form submitting all relevant details, listed below. The Committee of Management has final approval of all contractors on the Approved List.

The Maintenance Manager shall ensure that the contractors have been supplied with a copy of WGHC’s **Conditions of Contract and Safety Rules for Maintenance Contractors** and with a copy of **WGHC’s section on Equality within the Governance Policy**. The Contractor must formally acknowledge receipt of both and confirm their acceptance of and compliance with same.

Contractors on the list must submit to WGHC up to date:-

- EL/PL/PI insurance details
- (for initial inclusion on the list, if requested) provision of suitable references from previous clients for similar work
- A Safety Policy
- A copy of a licence to operate, where appropriate e.g. asbestos workers

A contractor who fails to return any relevant details within a reasonable time shall be suspended from the approved list. The decision to suspend will be the CEO’s.

Non approved contractors may be used for specialist work, to try them out, or in an emergency. Non approved or new contractors will be asked to submit any necessary information including tax details. They will be given a copy of WGHC’s **Conditions of Contract and Safety Rules for Maintenance Contractors** and with a copy of **WGHC’s Section on Equality within the Governance Policy**.

Contractor’s performance will be judged on the return of any information requested (as well as quality, cost, response times and billing). Persistent failures may lead to removal from the list.

Procurement procedures and levels of authority are set out in the **Financial Regulations**. Amongst other things they set out who may instruct works and how this should be done. Procedures vary according to value and according to whether or not an approved contractor is used.

## 17. APPEALS & COMPLAINTS

Customers may appeal against decisions taken in relation to maintenance. Appeal procedures are set out in the WGHC Governance Policy.

Decisions which may be appealed would include:

- Refusal of a request that WGHC carry out a medical adaptation;
- The recharging of repair costs and/or the amount recharged;
- Refusal of request by a tenant to carry out an alteration;
- Compensation for improvements at the end of a tenancy;
- The amount of a “time and trouble” payment;
- Refusal of a claim for compensation;

- Requiring vacant possession and/or compensatory payments made;
- Any other decision relating to maintenance which affects a tenant or other customer.

## **APPENDICES**

### **1) REPAIR ORDERING PROCEDURES**

#### **a) INTRODUCTION**

These procedures set out how one off repairs are processed. The procedures should be taken as a guide. In emergencies and/or where the health and welfare of tenants is at risk staff should use common sense. If strict adherence to the procedures would prevent an appropriate and efficient course of action then they may be temporarily set aside.

#### **b) APPOINTMENT SYSTEM**

WGHC operate an appointment system. When the contractor receives a work order, he will contact the tenant to arrange access. The contractor will keep a record for each job whether

#### **c) THE WGHC REPAIRS FORM**

##### **i) Part 1 – Repair Requests**

##### **Property details**

Repairs requests are recorded on the WGHC Repairs Form. This includes the tenant's name, address code and telephone number, the request date and time and any relevant access details. At the same time, repairs requests are recorded on the SDM software system.

##### **Request date and time**

Tenants may request repairs to the WGHC office, by telephone or in person to staff within WGHC's local area.

In the case of emails, phone messages or other requests not made directly to staff the request time will be the first time it could reasonably be received by staff. For example, an email sent to WGHC after office hours could not reasonably be received until 9:00 am on the next working day.

The only exception would be emergency repairs. For emergencies outside normal office hours tenants may call a WGHC free phone (free to landlines) number connected to Hanover Telecare. They will in turn call out appropriate WGHC contractors to deal with the problem and will email WGHC with details of the call.

The request time for emergencies reported to Hanover is the time the call is received by them.

If a **non** emergency repair is reported to Hanover and they pass the information to us the request time will be 9:00am on the first working day after the repair.

##### **Pre Inspection**

If the nature of the problem or the repair required is uncertain or unusual a pre inspection may be worthwhile. This should be recorded on the form.

Pre Inspections also help in assessing the condition of the stock generally and the quality of repair works. A target is set annually for pre inspections and it is assumed they will also include some randomly selected typical routine jobs.



Some repairs will be identified by staff either during the normal course of work or during inspections. This is especially true in relation to void repairs, planned maintenance and component replacements. The request date and time is the time the repair is identified.

Pre inspections should be carried out as quickly as possible. In the case of emergency or urgent repairs any pre inspection should not unduly delay our response.

**Follow on works**

Following an emergency repair further work may be necessary. These will be recorded as separate repairs. The repair request date and time for these works will be the same date and time as the emergency repair.

## ii) Part 2 – Urgency, Cost and Authorisation

On the basis of the repair request and, if appropriate, a pre-inspection the work can be classified and authorised.

Record the urgency indicator (see 6.2.1) and whether or not it is a qualifying repair under the Right to Repair Regulations (see 6.2.2)

If the job is a reactive repair and is either urgent or routine (i.e. not an emergency repair) then record that “right first time” applies (see also Appendix 2a(v)).

An estimate of the cost of the repair should be entered and the maintenance type (see below for help on maintenance types).

The order should be authorised by someone with the relevant level of authority. WGHC’s Financial Regulations set out levels of delegated authority in detail but these are summarised on Part 2 of the WGHC Repairs Form. In exceptional circumstances the levels may be temporarily set aside.

Once the job is authorised it may be logged and a works order issued.

## iii) Part 3 – Progress & Completion

Part 3 of the WGHC Repairs Form is only completed as the job progresses and/or when it is complete. See sections (f) and (g) below.

### d) LOGGING REPAIRS ON SDM AND ISSUING WORKS ORDERS

WGHC uses SDM software to record repair and maintenance work and raise works orders and letters to tenants.

Use the details on the Repairs Form for reference.

In SDM selecting *enter new job* from *procedures* brings up the job order entry form. This is in three parts.

#### i) Part One

Enter the property number (or select from drop down list).

A list of previous jobs for the property pops up. If this job is related or a recurrence it should be reported to the Maintenance Manager. It may be necessary to pre-inspect and/or recall a contractor. Do not let this delay an emergency job.

In the office field enter your staff number (or select from drop down list).

SDM will autofill tenant’s name, phone number and email address (if known).

Do not use the RFT box now. This is used when jobs are complete.

In the linked jobs field enter the job number of related jobs, for example:

- If the job follows on from an emergency repair;
- if there is more than one works order related to a repair (e.g. joiner to repair ceiling, painter to redecorate);
- if the same repair was done previously and the fault has recurred;

Access information given by the tenant should be recorded. This informs the contractor when access is likely. The contractor is generally expected to phone the tenant to arrange for access.

A brief description of the repair should be entered.

SDM will autofill both the request date and time and the order date and time with the current date and time. **If the repair request time was earlier the request field entries should be changed.** (See b(i) above for definitions of request date and time).

Do not enter anything in the appointment date and time fields. WGHC uses the first one on completion of emergency jobs to enter the date and time a contractor arrived and made safe. The fields are not used at all for urgent or routine jobs.

## ii) Part Two

Under *classification*, three codes are required.

### (1) maintenance type

Enter the relevant maintenance type code or select from the drop down list.

Code	Type	Description
C	Cyclical	Planned maintenance including grounds maintenance, external painterwork, programmed works and safety testing.
D	Defects	Repairs which are the responsibility of the contractor who built the house during the defects liability period – see Section 6.3
E	Medical Adaptations	Adaptations to houses for medical reasons usually at the request of the tenant or an agency on behalf of the tenant
H	Central Heating	Reactive repairs to central heating systems
M	Maintenance/Repair	Reactive repairs
N	Recharge	Repair which is the tenant's responsibility and to be to be recharged to the tenant. See Section 8
O	Office	Repairs to WGHC premises. See Section 4
S	Service Works	Repairs to common parts (e.g. stair cleaning)
T	Materials	Common spare parts stocked by WGHC for repairs to housing (e.g. window handles). Often ordered via contractors.
V	Void Repair	Repairs to make a property ready to let – see section 6.1.

### (2) maintenance code

Enter the relevant maintenance code or select from the drop down list.

Cyclical maintenance has a unique set of codes.

The cyclical codes for planned maintenance correspond with the header code used for groups of folios on QuickBooks. (This is intended to help in selecting the folio when entering the invoice on QuickBooks.)

There are also cyclical codes for component replacements (kitchens, bathrooms, boilers).

All the other maintenance types share a list of maintenance/repair codes:-

- the first 17 AQR codes on the list are qualifying repairs - see Section 6.2.2.
- the e-adapt code is for medical adaptations.
- the R codes are for typical routine repair works;

- the SW codes are for service works.

### **(3) Urgency Indicator**

Enter the relevant urgency indicator or select from the drop down list.

See section 6.2.1 and Appendix 6 for help on urgency indicators.

The four urgency indicator codes are:

- E = emergency (target is respond & make safe in 3 hours)
- U = urgent (target is complete in 2 working days)
- R = routine (target is complete in 10 working days)
- 0 = no urgency indicator (for example for repairs to office, planned maintenance, medical adaptations etc.)

SDM will autofill the completion date and time field by adding the relevant target to the request date and time. Our aim is to try to ensure the job is complete before the expiry of the completion date and time.

### **iii) Part Three**

Part three of the job order entry form allows an extended description of the problem and/or of the work required.

Initially it may be useful to cut and paste the brief description from part one . This can be amended or added to.

This description will be automatically included in the works order for the contractor and the repair record for the tenant (if appropriate).

### **e) ISSUE WORKS ORDER AND TENANT'S REPAIR RECORD**

When all details are entered SDM will autofill a unique job number.

Works Order and a Repair Record for the tenant will be created and can be printed.

The works order can also be emailed to the contractor.

Hard copies of the works order and repair record will be kept in a "Live jobs" folder.

When the works order is complete it should be printed. SDM will produce two pages, the works order and a repair record letter to the tenant.

Works orders may be issued to contractors by telephone, post, fax or email in accordance with arrangements made with the individual contractors.

The repair record is sent to the tenant. If it is a qualifying repair an additional letter is also enclosed (see below).

A copy of the works order, repairs record (and qualifying repair letter if relevant) should be taken and kept pending completion.

#### **f) ADDITIONAL PROCEDURES FOR QUALIFYING REPAIRS**

When a qualifying repair maintenance code (AQR1 to AQR17) is selected a **letter must be completed with the relevant information and sent with the repair record**. A standard letter is located in WGHC Files/Maintenance/maintenance general/FORMS.

In accordance with the regulations the letter will inform the tenant:-

- that the repair is a qualifying repair;
- the maximum period within which the qualifying repair is to be completed;
- the last day of that period;
- the effect of the Regulations; and
- the name, address and telephone number of the primary contractor and at least one other listed contractor from the list of contractors maintained by the landlord.

If the repair is delayed due to "*circumstances of an exceptional nature, beyond the control of the landlord or the contractor who is to carry out the qualifying repair*" then the maximum period is suspended and the tenant should be informed of this.

If the repair is delayed or prevented because the tenant fails to give access despite being given a reasonable opportunity to do so then the Regulations no longer apply and the tenant should be informed of this.

#### **g) JOB PROGRESS**

WGHC will monitor jobs in progress to check they are completed within the appropriate time.

This may involve site visits or liaison with the contractor or the tenant.

This may also include checking interim call reports and/or other information provided by the contractor.

If there is more than one repair visit this should be recorded on Part 3 of the WGHC Repairs Form.

If a job is delayed the tenant should be informed of the revised timescale and the reason for the delay.

If the tenant does not give access at the time agreed or if access is delayed at the request of the tenant then use the Repairs Form to:

- Record that access was delayed;
- Record the number of hours or days access was delayed;

Revise the completion target date and time accordingly on SDM (modify the job).

## **h) JOB COMPLETION**

When satisfied a job is complete WGHC will:-

- If the job was complex or unusual arrange a post inspection. Record details on the Repairs Form;
- For all jobs (including emergency jobs) verify the completion date and time and record this on the Repairs Form;
- For emergency jobs also verify the time the contractor arrived and made safe and record this on the Repairs Form;
- Use the Repairs Form to complete the job on SDM:
  - Emergency Repairs:
    - Use modify the job to enter the date and time the contractor arrived and made safe in appointment 1 date and time on part 1 of the job order;
    - Indicate whether this was within 3 hours by selecting yes or no in the “met” field next to appointment1 date and time;
  - Urgent and Routine repairs:
    - Use Job completion to record whether the job was completed right first time using the drop down box Y/N RFT field (see Appendix 2a(v));
  - All repairs
    - Use job completion to enter the completion date and time.
    - If no invoice due (e.g. defects, term contracts) enter £0.01 as the cost on SDM. Move the works order and repair record (and qualifying repair letter if relevant) hard copies to the completed jobs folder in job number order;
    - If an invoice is due move the works order and repair record (and qualifying repair letter if relevant) hard copies to the “completed but not invoiced” folder.

If, following completion, a return visit is required to attend to a repair (because it wasn't done properly) then:

- A new job order should be raised as normal and the related works order box should be used to link it to the original job;
- the job's RFT field should be amended to say it was not completed right first time. This can be done in SDM/Enquiries/Job history.

## **i) INVOICES AND PAYMENTS**

WGHC will monitor jobs completed but not invoiced and chase up late invoices.

On receipt of an invoice:

- Match it to the works order and repair record;
- Enter the actual cost on SDM;
- Record the completion date, date invoice received and folio on invoice;
- Enter the invoice details on the works order form;
- Invoices should be queried if the works listed or cost is not appropriate;
- Payment must be certified by a staff member with the relevant level of authority by signing the works order form;
- Pass the invoice and works order form to Finance for payment.
- WGHC finance staff will ensure that the invoice is duly authorised before processing payments.
- After payment is made the works order form will be returned to Maintenance;
- The works order and repair record (and qualifying repair letter if relevant) hard copies will be moved to the completed jobs folder in job number order.

## 2) PERFORMANCE MONITORING AND URGENCY INDICATORS

### a) RECORDING PERFORMANCE

WGHC will record the following:

#### i) **The time in hours to respond to an emergency repair.**

This is the time from receipt of the request to the arrival of a contractor (or if appropriate a member of staff) to assess the problem and make safe.

#### ii) **The time in hours to complete an emergency repair.**

This includes **both** the response time and the time spent during the visit. This time may include:

- making safe by shutting off power, gas or water;
- providing alternative heating if appropriate;
- effecting any temporary or permanent repairs.

#### iii) **The time in working days to complete an urgent or routine repair.**

This is the time between the request and completion of all works required. However it excludes any time due to access being delayed either at the request of the tenant or because the tenant did not give access at an agreed time.

- Example A : Tenant A requests a repair on a Monday. The contractor calls Tenant A and arranges to visit on Tuesday afternoon. The contractor visits on Tuesday afternoon and completes the repair. The time taken is 2 working days.
- Example B : Tenant B requests a repair on a Monday. The contractor calls Tenant B and arranges to visit on Tuesday afternoon. Tenant B is not in. The visit is rearranged for Thursday afternoon. The time taken is 4 working days less the 2 days arising from access being denied, so 2 working days.
- Example C: Tenant C request a repair on a Monday. Tenant C says they will not be able to give access until the following Monday at the earliest. The Contractor phones and arranges to visit on the following Tuesday. The time taken is 7 working days less 5 working days, so 2 working days.

#### iv) **The time taken to complete a medical adaptation.**

This is the time between the receipt of a request for works from the OT and completion of works.

#### v) **Whether or not a repair is completed “right first time”.**

A repair is considered to have been completed right first time if:

- It is either an urgent or routine repair (emergency repairs are not counted);
- It is completed within the appropriate WGHC target **completion time** (which may have been adjusted if access was delayed);
- The tenant does not express dissatisfaction with the repair;
- No **unplanned** return visits are required (in some cases more than one visit may have been planned e.g. one to measure up and one to effect the repair; or one for a plumber and one for a painter and decorator.)

#### vi) **The date of gas safety checks.**

The date gas safety checks are carried out and the period between them. Gas safety tests to all properties should be carried out at least annually.



## **b) PERFORMANCE INDICATORS**

WGHC will use the recorded information to measure :

- i) The percentage of emergencies responded to within 3 hours
- ii) The average time to complete emergency repairs
- iii) The percentage of urgent repairs completed within 2 working days
- iv) The percentage of routine repairs completed within 10 working days
- v) The average number of working days to complete urgent and emergency repairs
- vi) The percentage of urgent and reactive repairs completed right first time
- vii) The percentage of applications for medical adaptations completed during the year
- viii) The average time to complete approved medical adaptations.
- ix) The percentage of gas safety checks carried out in time.

## **c) GUIDANCE ON URGENCY INDICATORS**

### **i) Emergency Repairs (E)**

Emergency repairs are defined by the Scottish Housing Regulator as follows:

*Repairs necessary to prevent serious damage to the building, danger to health, risk to safety or risk of serious loss or damage to the occupier's property.*

It is up to individual RSLs to interpret this guidance. The following examples are given in this policy (6.2):

- No electricity;
- No heating;
- Severe leakage of water;
- Broken and insecure window;
- Broken and insecure door;
- W.C. choked or inoperable (where only one).

These are just examples. Staff should use common sense. If there is a risk to health, safety, the building or other property it should be treated as an emergency repair. If in doubt treat as an emergency.

Further guidance relating to allocating urgency to central heating and hot water is given in section (d) below.

## **ii) Urgent Repairs (U)**

These are repair to problems which seriously affect the comfort or convenience of the occupier.

The following examples are given in this policy (6.2):

- No hot water;
- Partial loss of electricity;
- Blocked sink or bath;
- Leaks from waste pipes, traps etc;
- Unsafe path or step;
- Lift not working;
- Removal of offensive graffiti.

These are just examples. Staff should use common sense. If the matter is sufficiently serious to merit being done quickly it should be treated as urgent.

Further guidance relating to allocating urgency to central heating and hot water is given in section (d) below.

## **iii) Routine Repairs (R)**

All other reactive repair works are counted as routine repairs. Routine repairs are one off repairs to houses carried out in response to a problem reported to us by a tenant or member of staff.

## **iv) No urgency indicator (0)**

Repairs to walls or fencing, estate cleaning, repairs to the office or void houses, medical adaptations, stair cleaning and other common services are not reactive maintenance.

They may be recorded on SDM in order to issue a works order and/or keep track of progress but are not normally given an urgency indicator.

Completion times for such works are not included in performance measurement.

#### d) FURTHER GUIDANCE ON HEATING AND HOT WATER

WGHC classifies all reactive repairs as either Emergency, Urgent or Routine. In addition repairs may be qualifying repairs in relation to the Right to Repair Regulations 2002.

SPACE HEATING	Urgency Indicator	Qualifying Repair ?
<p><b>Complete loss of space heating</b></p> <p>When there is no heating at all to the house.</p>	<p><b>This an emergency repair.</b></p> <p>We aim to have an engineer attend within 3 hours to check and make safe. Ideally he will also make a full repair.</p> <p>Alternately a temporary repair may be effected or alternative heating (e.g. electric radiators) supplied until the engineer can return and carry out a repair.</p> <p>Any return visit is entered as a separate job. Usually it would be treated as an urgent repair since there is no longer any danger.</p>	<p><b>This is a qualifying repair.</b></p> <p>The tenant should be informed of their rights in relation to this.</p> <p>(See also section 6.2.2.)</p>
<p><b>Significant leakage of water from central heating pipes or boiler.</b></p> <p>Must be “significant” so would for example exclude a dripping radiator.</p>	<p><b>This is an emergency repair.</b></p> <p>Note however that most leaks are likely to be plumbing rather than heating repairs.</p>	<p><b>This is a qualifying repair.</b></p> <p>The tenant should be informed of their rights in relation to this.</p> <p>(See also section 6.2.2.)</p>
<p><b>Partial loss of space heating</b></p> <p>When there is no heating at all to part of the house.</p> <p>Alternately if the heating system is functioning very poorly, e.g. all radiators only heating up a little.</p>	<p><b>This is an urgent repair.</b></p> <p>Works should be completed within 2 working days.</p> <p>May be a follow on from an emergency if temporary heating has been supplied.</p>	<p><b>This is a qualifying repair.</b></p> <p>The tenant should be informed of their rights in relation to this.</p> <p>(See also section 6.2.2.)</p>
<p><b>Performance problems with space heating</b></p>	<p>When the space heating system is not performing fully. For example a radiator is not heating up fully, or there is a small leak from the radiator valve or there is an issue with the timer. This is a routine repair. It must be completed within 10 working days. (In practice we would expect it to be completed sooner.)</p>	<p>This is <b>not</b> a qualifying repair.</p>

<b>WATER HEATING</b>		
<p><b>Loss or partial loss of water heating</b></p> <p>Where there is no hot water from the central heating boiler.</p>	<p><b>This is an urgent repair.</b></p> <p>This applies even if there is another source of hot water (e.g. electric shower, electric HWC).</p>	<p><b>This is a qualifying repair.</b></p> <p>The tenant should be informed of their rights in relation to this.</p> <p>(See also section 6.2.2.)</p>
<p><b>Showers (no bath)</b></p> <p>In flats where there is no bath, when the shower is not working at all or the thermostat is faulty.</p>	<p><b>This is an urgent repair.</b></p> <p>Works should be completed within 2 working days.</p>	<p>This is <b>not</b> a qualifying repair.</p>
<p><b>Showers (over bath)</b></p> <p>When the shower over a bath is not working.</p>	<p><b>This is a routine repair.</b></p> <p>It must be completed within 10 working days. (In practice we would normally expect it to be completed sooner.)</p>	<p>This is <b>not</b> a qualifying repair.</p>
<p><b>Performance problems with water heating</b></p> <p>When the water heating system is not performing fully. For example less than desired temperature.</p>	<p>This is a routine repair.</p> <p>It must be completed within 10 working days. (In practice we would normally expect it to be completed sooner.)</p>	<p>This is <b>not</b> a qualifying repair.</p>

### 3) COMPENSATION PROCEDURES

#### a) Right to Repair

Under the Housing (Scotland) Act 2001 tenants have a right to compensation if some small urgent repairs are not carried out by the maximum period allowed for them. To be qualifying repairs they must be:

- One of the repairs listed in the table in Section 6.2.2.
- the landlord's responsibility i.e. not the tenant's or another agency's;
- and of an estimated cost of less than £350 (i.e. they must be relatively straightforward).

The maximum period by which each type of qualifying repair must be completed is also shown in the table in section 6.2.2. These are shown as either "end next working day" (most cases) or "3 working days".

These are defined in the regulations as one (or three or seven) working days:

- following the date of receipt of notification of the qualifying repair by the landlord, or;
- following the date of the inspection if the repair had to be pre-inspected if later.

Working days exclude weekends, bank holidays or WGHC public holidays.

The running of the maximum period shall be suspended for so long as there are circumstances of an exceptional nature, beyond the control of the landlord or the contractor who is to carry out the qualifying repair, which prevent the repair being carried out.

The Right to Repair will not apply if a tenant fails to provide access to a house for the purpose of enabling the qualifying repair to be inspected or carried out, although the tenant has been given a reasonable opportunity to do so.

Compensation is £15 plus £3 for each additional working day including the day the work is completed, to a maximum of £100.

The tenant also has the right to instruct another WGHC contractor to carry out the repair if the works **have not begun** by the end of the maximum period. This only applies if the estimated cost is less than £350 and if no guarantees are breached, including defects liability periods.

The tenant will be informed by letter at the outset if a repair is a qualifying repair and of their rights. On completion of the repair WGHC will inform the tenant of the compensation due and they will be invited to collect it from the office. Alternative forms of payment (cheque, bank transfer) may also be offered.

## **b) WGHC Compensation Scheme**

The payment of compensation by WGHC under this scheme represents a goodwill gesture by WGHC and does not imply acceptance of any legal or contractual liability or responsibility.

### **i) White goods**

Compensation for breakdown in white goods supplied by WGHC in return for a service charge will be £1.50 per week or part week for each appliance or such higher amount as the CEO may determine from time to time to allow for inflation.

### **ii) Compensation for time or trouble**

No payment is made for the tenant allowing access for, or minor inconvenience during, repair or maintenance works.

Compensation will be paid if works cause major inconvenience or disturbance to the tenant or if a delay (outwith target times) results in the tenant being without a service.

The problem must be the responsibility of WGHC and the tenant must have taken appropriate and reasonable steps to notify the problem to WGHC or to a contractor.

Where the problem is foreseeable (e.g. in planned maintenance) a level of compensation may be determined by the CEO in advance.

The MM will assess if compensation is appropriate and make automatic payment. The tenant must sign the Compensation form on receipt of payment.

### **iii) Levels of compensation – general principles**

Compensation in relation to damage to property or decoration should be equivalent to a reasonable estimate of the replacement cost.

Compensation in relation to disturbance or inconvenience should reflect the scale of the problem.

Compensation for loss of amenities (e.g. heating, electricity, hot water etc.) because a repair is late should reflect the amenities lost and should not be more than the rent for the property per day.

The period of the problem begins at the expiry of the relevant target response time after the problem was appropriately and reasonably notified; and ends when the repair is effected. Any delay in effecting the repair because of failure to gain access, reasonably sought, is deducted from the period.

If a temporary repair is effected (or in the case of central heating failure, temporary heating supplied) the category of the repair may change (e.g. from emergency to urgent) - this should be reflected in any consideration of compensation.

In the case of a qualifying repair any payment made under the Right to Repair regulations will be deducted from any payment which might be made under this scheme. Therefore if the right to repair compensation is equal to or greater no payment will be made.

#### **iv) Indicative levels of compensation**

A file should be maintained of all compensation claim forms completed for comparative purposes. Past precedent or other comparators may be of value in determining an appropriate level of compensation. These would include:-

- Any level set by the Committee or a subcommittee in a closely comparable case;
- Any level set by the CEO in a closely comparable case;
- The levels set out in right to repair regulations
- Past precedents:
  - Emergency (other than central heating) - full rent;
  - Total lack of heating - 50% of rent;
  - Total lack of hot water - 25% of rent;
  - Urgent repair - 25% of rent;
  - Routine repair - where there is a material inconvenience - 10%,15% or 20% of rent.

These levels are indicative only; common sense should be used to achieve fairness and consistency. The particular circumstances and needs of the individual tenant should also be considered.

#### **c) Decants and vacant possession**

##### **i) Emergencies and major damage**

Following an emergency in which the house becomes uninhabitable WGHC will act in accordance with its Tenancy Management Policy.

##### **ii) Vacant possession**

Where a short period of vacant possession is required to carry out planned or reactive works WGHC will endeavour to decant the household to suitable alternative accommodation from its own stock. We will arrange for removals and storage including the uplift and relaying of carpets.

Alternatively, if WGHC is unable to provide a house from its own stock it will arrange reasonable alternative accommodation such as a B & B.

Alternatively a tenant may choose to make their own arrangements (for example staying with friends or relatives).

In each of these cases a disturbance allowance will be paid. This will be an initial payment of £75 plus £10 for each week or part week vacant possession is required.

**In each of these cases the tenant will still be responsible for payment of the normal rent during the period of vacant possession.**

#### 4) RECORD KEEPING

WGHC must retain records both for internal reference and, in some cases, because of legal requirements. In most cases paper records for the current and previous year are held at the WGHC office, older records in document storage.

##### a) Gas Safety Inspections – term contract

No Access Reports	current year + 1	File by address
Gas Safety Certificates	current year + 1	File by address Log date on stock database
Invoices	6 years	File with contract documents

##### b) Central Heating Repairs - term contract

Interim Call Out reports	6 years	File by date
Works order (created but not sent to contractor)	6 years	File by job number
Invoices	6 years	File with contract documents

##### c) Defects

Works order	10 years	by address
Invoices	n/a – term contract	

##### d) Other Works Orders

Works Order & Repair Forms (file together)	6 years	File by job number
Invoices	6 years	Retained by Finance (accounts paid)

##### e) Contracts

Formal building contracts and associated documentation including contract instructions, valuations and invoices	permanent
Term contracts (central heating, grounds maintenance etc.) including invoices	Term + 6 years





**f) Electrical Testing**

Portable appliance test sheets and associated correspondence	6 years Log date on stock database
Fixed electrical appliance testing sheets and associated correspondence	Permanent Log date on stock database

**g) Playground Inspections**

Inspection sheets and associated correspondence	Permanent
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**h) Insurance**

Insurance claims and associated correspondence	6 years
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**i) Alterations & Adaptations**

Alterations by tenants (permissions and correspondence)	tenancy + 2 years	by address (copy in tenant file)
Adaptations by WGHC under £350	Treat as and keep with "other works orders"	
Adaptations by WGHC over £350 (all records including grant claims)	permanent	by address

## 5) CONDITIONS OF CONTRACT AND SAFETY RULES

**Acceptance of these conditions is implied by execution of the work.**

### **1 Legislation**

The Contractor must comply with all current Health and Safety Legislation, CDM regulations, COSHH, gas safety and electrical regulations.

### **2 Insurance**

The Contractor must be insured so as to relieve West Granton Housing Co-operative Ltd (WGHC) of all liabilities arising out of carrying out of the work, whether from damage to persons or property. The cover from one event will be **£500,000**. The Contractor must provide evidence of Contractor's and Employer's Liability Insurances. Existing premises are insured against fire, storm etc by WGHC but the Contractor will be responsible for negligence and the like by their employees.

### **3 Health & Safety**

The Contractor must operate at all times in a safe manner. All practicable steps are to be taken to prevent injury to any persons for example; from falling objects, excavation, stacking of material and movement of vehicles. The Contractor must provide for his employees whatever equipment is needed to ensure safe means of access and a safe place to work especially when working at height.

### **4 Tools, Plant and Material**

The Contractor shall provide and be responsible for all tools, plant and material for the work and must make good any damage from fire, vandalism, theft etc. All electrical equipment must be maintained in a safe condition. Portable electrical equipment must be inspected on a regular basis and will comply with the Electricity at Work Regulations. The site, including plant and materials should be checked and left safe at the end of each working day and obstructions must be clearly marked at all times. The Contractor must not, as a result of their work, leave any property other than lock fast overnight.

### **5 Specification**

The works shall be to WGHC's specification or as existing. Relevant details shall be provided upon instruction of the works. The standard of work and materials required is to match existing or the British Standard, whichever is higher.

### **6 Protection and Cleansing of the Works**

The work must be carried out in a clean, orderly fashion with the site kept tidy. The Contractor is to take all necessary steps to protect the fittings, fixtures and decoration at the site before commencing the work. Rubbish arising is to be removed during the work and at completion leave the job "as found".

### **7 Access**

Work will normally be to occupied premises and only minimum necessary access will be given. Except in an emergency, notice is to be given by the Contractor of when works are to be carried out. For void houses WGHC will hold keys. For occupied houses either the Contractor or WGHC or will arrange access with the tenant. As a minimum, the day and whether morning or afternoon should be notified and agreed. The Contractor should not enter a house if the only occupants are under 16 years of age.

### **8 Good Relations**

The Contractor's personnel must carry a means of identification when carrying out the works. The Contractor shall be expected to maintain good relations and to co-operate with WGHC's tenants and staff.

### **9 Call-out response**

WGHC has deadlines for various types of repair. The Contractor will be expected to comply with these deadlines.

All emergency repairs will be attended to within 3 hours of notification.

All urgent repairs will be completed within 2 working days of notification.

All routine repairs will be completed within 10 working days of notification.

**Emergency:** Repairs necessary to prevent serious damage to the building, danger to health, risk to safety or risk of serious loss or damage to the occupier's property including total loss of space heating.

**Urgent:** Repairs that seriously affect the comfort or convenience of the occupier including partial loss of space heating.

**Routine:** Repairs that will not seriously interfere with the comfort and convenience of the occupier

Most repairs will be routine. An emergency or urgent repair call out may be made by WGHC staff or, outwith working hours, by Hanover Telecare.

### **10 Works Orders**

All works orders will be on WGHC's Works Order Forms. Only works which are authorised by WGHC on an order form are eligible for payment by WGHC. Any work ordered initially by telephone will be followed by an order. No works should be carried out on the instruction or request of a tenant without confirmation from WGHC.

### **11 Defective Work**

All work is subject to a six month defect liability period. If any work is not satisfactory or becomes defective within the period, the Contractor will be responsible for making good the work at no further charge to WGHC. This does not negate the Contractor's responsibility for making good latent defects.

### **12 Payment**

Invoices from the Contractor will be passed for payment when supported by a Works Order Number and the date on which the repair was carried out. Payment will normally be paid within 14 days unless the work is disputed.

### **13 Disputes**

Any dispute or difference shall be settled between the Contractor and WGHC or by 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 will apply to any arbitration.