



WGHC

Our tenants are paramount in everything we do

REACTIVE MAINTENANCE POLICY & PROCEDURE

This policy & procedure will be submitted to the Committee of Management on Wednesday 20th March 2024. It should be reviewed again no later than 31st of January 2027.

The policy has been assessed through the organisational impact assessment process.

We can, if requested, produce this document in different formats such as larger print or audio-format. We can also translate the document into various languages, as appropriate.

SCOTTISH HOUSING REGULATOR STANDARDS

STANDARD 1

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

STANDARD 2

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

STANDARD 3

The RSL manages its resources to ensure its financial well-being, while maintaining rents at a level that tenants can afford to pay.

STANDARD 4

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

STANDARD 5

The RSL conducts its affairs with honesty and integrity.

STANDARD 6

The Governing body and senior officers have the skills and Knowledge they need to be effective.

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West Granton Housing Co-operative Limited is a fully mutual housing co-operative registered as a social landlord with the Scottish Housing Regulator (HAC 225); and is a registered society under the Co-operative and Community Benefit Societies Act 2014 (2357 RS).



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1.0 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:** repairs to the WGHC office or any other non-housing property owned by WGHC.
- **reactive maintenance:** the day-to-day, one off, minor repairs usually in response to reported problems;
- **void maintenance:** repairs to unoccupied properties to make them ready to let;

The main body of a policy may be amended by the CEO or COO to correct typographical errors or to update references. Appendices to policies may be amended by the CEO / COO 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.

2.0 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 based on price and quality of work. WGHC will procure goods and services either via SPA framework (or similar), Public Contracts Scotland or open tender/quotations to ensure transparency and value for money.

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.

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3.0 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.

4.0 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.

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Should the grant awarded fall significantly short of the budgeted amount or if requested works significantly exceed budget assumptions the CEO / COO 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.

5.0 HEALTH & SAFETY TESTS

5.1 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 and WGHC is in danger of having an out of date certificate or failing our legal obligations, we will force access, associated costs for which, will be re-charged to the tenant.

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.

5.2 Smoke and carbon monoxide alarms

Since February 2021, in line with Scottish Government guidance, all WGHC properties were fitted with:

- 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.

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5.3 Electrical Testing

WGHC will ensure that electrical installation condition report (EICR) inspections are carried out to all our stock on a rolling 5 year 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 EICR inspections in its cyclical maintenance programme and aims to inspect every property on a rolling cycle completing within 5 years.

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.

If a tenant fails to give access and WGHC is in danger of having an out of date certificate or failing our legal obligations, we will force access, associated costs for which, will be re-charged to the tenant.

6.0 COMMON PARTS

6.1 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 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.

6.2 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).

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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.

6.3 Common Parts: Inspections

In accordance with section 5.4 of the SSTA:

During the tenancy, we will carry out inspections, at reasonable intervals, of the common parts. This will include Bi-Annual Asset Management visits.

The Maintenance Officers 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.

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Common Parts Inspection: interval guide	Frequency	By
Common stairs and lifts	6 months	WGHC
Common alarm systems	12 months	WGHC contractor
Lightning conductors	< 12 months	WGHC contractor
Water Tanks (6 Colonsay Close)	Annually	Contractor
Water Pumps (6 Colonsay Close)	Annually	Contractor
Communal garden or back court areas for the use of more than one property;	Bi-annually	WGHC
Pathways, driveways and paved areas which provide access to more than one property,	Bi-annually	WGHC
Boundary walls and fences.	Annually	WGHC
Roofs and exterior walls of flatted blocks,	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 suitable mechanisms, forms or electronic surveys and will collect as a minimum:

- the date
- the properties inspected
- the common parts inspected
- the name(s) of those inspecting
- any significant problems identified and action taken
- Photographs, where possible
- Recommendations

6.4 Footpaths and Trip Hazards

Footpaths, paved areas, stairs etc which are common parts as defined above will be inspected at intervals defined within KPI benchmarks

Any significant irregularities which may be trip hazards which are identified will be repaired. During 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, or, to Housing Management who can report on the local authority website portal.

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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 pothole, 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:

This, again, 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.

6.5 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.

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6.6 Factors at ForthQuarter (Colonsay Close / Waterfront Park)

Some repairs and maintenance are carried out under a factoring agreement with other agencies. This does not remove WGHC's responsibilities as owner and landlord.

6.7 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.

6.8 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 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.

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6.9 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.

6.10 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. Alternatively, faults can be reported to WGHC maintenance staff.

6.11 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 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.

7.0 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 many boundary walls and fences. WGHC will seek to maintain these areas to a high standard.

7.1 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.

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

7.2 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.

7.3 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 an automatic assumption.

7.4 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.

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7.5 Painterwork and 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 five to six years. Metal fencing is painted approximately every 12 years. This is however very dependent on location and weather conditions. Some areas, including Colonsay Close and Waterfront Park, have some external woodwork which is deliberately 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 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).

8.0 VOID MAINTENANCE

8.1 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.

8.2 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.

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9.0 REPORTING REPAIRS

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**. Tenants can report repairs directly at the WGHC office, via our 'report a repair' form on our website and/or by calling 0131 551 5035 during office hours. 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.

9.1 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
Emergency Target: Attend within 3 hours	Repairs necessary to prevent serious damage to the building, danger to health, risk to safety or risk of serious loss or damage to the tenant's property	<ul style="list-style-type: none"> No electricity; No heating; Severe leakage of water; Broken and insecure window; Broken and insecure door; W.C. choked or inoperable (where only one).
Urgent Target: Complete in 2 working days	Repairs that seriously affect the comfort or convenience of the tenant	<ul style="list-style-type: none"> Reports of Damp and/or Mould 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.
Routine Target: Complete in 10 working days	Repairs that will not seriously interfere with the comfort and convenience of the tenant	<ul style="list-style-type: none"> Reports of Condensation 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; Leaking gutters or downpipes.

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9.2 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.

Fault	Timescale for completion (working days)
Blocked flue due 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 / wash hand basin, bath, drain	1
Loss of electric power	1
Partial loss of electric power	3
External window, door or lock not secure	1
Unsafe access path or step	1
Significant leaks or flooding from water or heating pipes, tanks or 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 and there is no other toilet in the house	1
Unsafe power, lighting socket or electrical fitting	1
Loss of water supply	1
Partial loss of water supply	3
Loose or detached banister or handrail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	7

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.)

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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.

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

10.0 RECHARGEABLE REPAIRS

10.1 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;

- are your responsibility under this Agreement; and/or
- 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.*

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10.2 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.

10.3 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 unless the vandalism or criminal damage is caused by the tenant.

10.4 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 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.

10.5 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 expect the tenant to take reasonable steps to resolve the problem (e.g. plunging, drain clear liquids etc.) and should ask or clarify this with the tenant before completing a works order to engage a contractor. 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.

10.6 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. Permission should have been sought and granted prior to any alterations.

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10.7 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 the tenant.

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. WGHC should only recharge where the tenant's responsibility is clear. Policy & procedures are set out in WGHC's **Debt Management Policy**.

11.0 ALTERATIONS BY TENANTS

11.1 WGHC Consent

A tenant who wishes to carry out work to their house must apply in writing to WGHC for 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-

- consent or;
- consent subject to such reasonable conditions as WGHC may impose or;
- 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.

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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 10.0, Rechargeable Repairs / Works.)

11.2 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.

11.3 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 (painting/wallpapering) the home does not qualify for compensation.

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11.4 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).

12.0 COMPENSATION FOR TIME & TROUBLE

12.1 Principles

WGHC always tries to carry out repairs promptly, to a high standard and with minimum inconvenience. On the 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/COO for a decision. It may also be appropriate to inform our insurers or take legal advice.

12.2 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 because of the works.

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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.

12.3 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 9.2

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 9.2
- 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 9.2. 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.

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12.4 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 making a repair WGHC will pay reasonable compensation to allow for repair or replacement. (WGHC will seek to reclaim this from the contractor).

12.5 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 12.3 above). A fault will be treated as an urgent repair.

12.6 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.

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.

13.0 PERFORMANCE MONITORING AND URGENCY INDICATORS

13.1 Recording Performance

WGHC will record the following:

- 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.
- 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.
- The time in working days to complete an urgent or routine repair.

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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.

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.

13.2 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.)

14.0 PERFORMANCE INDICATORS

WGHC will use the recorded information to measure :

- The percentage of emergencies responded to within 3 hours
- The average time to complete emergency repairs
- The percentage of urgent repairs completed within 2 working days
- The percentage of routine repairs completed within 10 working days
- The average number of working days to complete urgent and emergency repairs
- The percentage of urgent and routine repairs completed right first time
- The percentage of applications for medical adaptations completed during the year
- The average time to complete approved medical adaptations.
- The percentage of gas safety checks carried out in time.
- The percentage of EICR checks carried out in time.

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14.1 Guidance On Urgency Indicators

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. Examples are given in this policy (9.2). They 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.

Urgent Repairs (U)

These are repair to problems which seriously affect the comfort or convenience of the occupier. Examples are given in this policy (9.2).

They 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.

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.

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.

Treatment for pest infestations, although booked on an urgent basis will be treated on a 'no urgency indicator' basis due to the individual and unique circumstances in each case. Completion times for such works are not included in performance measurement.

14.2 Contractor Annual or Bi-Annual Reviews

Annual and/or Bi-Annual Contractor Reviews will be undertaken with the most frequently used contractors providing goods or services to WGHC. The reviews will be undertaken by all staff from within the Maintenance Team, i.e. the Planned Maintenance Officer, the Reactive Maintenance Officer – supported by the Property Assistant.

These are to be maintained on file and recorded against each respective contractor and on the contractor / supplier database.

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15.0 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>Complete loss of space heating</p> <p>When there is no heating at all to the house.</p>	<p>This an emergency repair.</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>This is a qualifying repair.</p> <p>The tenant should be informed of their rights in relation to this.</p> <p>(See also section 9.2.)</p>
<p>Significant leakage of water from central heating pipes or boiler.</p> <p>Must be “significant” so would for example exclude a dripping radiator.</p>	<p>This is an emergency repair.</p> <p>Note however that most leaks are likely to be plumbing rather than heating repairs.</p>	<p>This is a qualifying repair.</p> <p>The tenant should be informed of their rights in relation to this.</p> <p>(See also section 9.2.)</p>
<p>Partial loss of space heating</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>This is an urgent repair.</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>This is a qualifying repair.</p> <p>The tenant should be informed of their rights in relation to this.</p> <p>(See also section 9.2.)</p>
<p>Performance problems with space heating</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 not a qualifying repair.</p>

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WATER HEATING		
Loss or partial loss of water heating Where there is no hot water from the central heating boiler.	This is an urgent repair. This applies even if there is another source of hot water (e.g. electric shower, electric HWC).	This is a qualifying repair. The tenant should be informed of their rights in relation to this. (See also section 9.2.)
Showers (no bath) In flats where there is no bath, when the shower is not working at all or the thermostat is faulty.	This is an urgent repair. Works should be completed within 2 working days.	This is not a qualifying repair.
Showers (over bath) When the shower over a bath is not working.	This is a routine repair. It must be completed within 10 working days. (In practice we would normally expect it to be completed sooner.)	This is not a qualifying repair.
Performance problems with water heating When the water heating system is not performing fully. For example, less than desired temperature.	This is a routine repair. It must be completed within 10 working days. (In practice we would normally expect it to be completed sooner.)	This is not a qualifying repair.

15.1 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.

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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.

15.2 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/COO 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 circumstances and needs of the individual tenant should also be considered.

15.3 Decants and vacant possession

Emergencies and major damage

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

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.

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Appendix 1: Tenants' Summary of Contractor Code of Conduct

(for inclusion in Tenant s' information packs)

The Contractor should always remember that although a property is owned by WGHC, it is someone's home, and must be treated as such. The Contractor is required to follow certain practices, which WGHC considers fundamental to a quality service.

The contractor will make an appointment to carry out work whenever that work requires access to the tenant's home;

The contractor will arrive promptly when an agreed time has been organised to have works undertaken;

The contractor will make sure that work can go ahead at the appointed time, but where a delay is unavoidable it is imperative that explanations for delays are communicated to tenants as soon as possible whenever they arise, and an alternative appointment agreed.

Contractors will always leave a calling card if the tenant is not in when access required;

Contractors will always wear and show identification cards before seeking entry for the first time;

- Contractors will not smoke in tenants homes;
- Contractors will not play radios in or near tenants homes;
- Contractors will always use dust sheets where mess is likely to result from the works. Any mess will always be cleared up before the contractor leaves the tenants home.
- Where it is necessary to temporarily disconnect services (gas, water or electric), the Contractor will advise the tenant in advance, and such interruption should be kept to a minimum.
- The Contractor will take particular care in homes where there are small children, particularly regarding sharp tools and toxic substances being kept well out of reach.
- Care and consideration will be required when working in the home of vulnerable, elderly or disabled tenants, particularly regarding restricting or impeding movement around the house, tools and materials lying on floors and maintaining acceptable levels of warmth and comfort.
- Contractors will be courteous and respectful to tenants at all times.
- Contractors will never using bad language, or, engage in gossip with tenants.
- In the interests of all concerned, whenever Contractors encounter a particular difficult or a potentially violent situation they must leave the site immediately and contact WGHC as soon as possible.
- The contractor will not use any of the tenants facilities without their prior permission;

The contractor will take all reasonable steps to ensure the security of the tenant's property and possessions.

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Appendix 2: Complaints Policy and Procedure

Policy

The information provided to tenants at the beginning of a planned maintenance project will point them in the first instance to contacting the contractor's nominated Tenant liaison officer where they are dissatisfied with the quality of work or service provided.

Where the tenant has already contacted the contractor (or WGHC has done so on their behalf) but they remain dissatisfied by the response, the matter will be investigated under The WGHC formal complaints procedure. This can be readily found on the WGHC website.

Where the matter of complaint is particularly serious, involving for example gross misconduct by a contractor, WGHC reserves the right to investigate the matter under its formal complaints procedure without referring it in the first instance to the contractor to resolve.

Procedure

Where a contractor receives a complaint directly, it will e-mail a copy of the complaint information (see below), together with their proposed action, to the PMO / RMO within 2 working days. The contractor will act straight away to deal with the issue, without waiting for instructions from the PMO / RMO. The PMO / RMO will contact the tenant 2 days after the complaint was received to check whether the tenant is satisfied with the response given.

Tenants may complain direct to WGHC rather than contacting the contractor. In such cases, the person receiving the complaint will advise the tenant that their complaint will be referred to the contractor, and that the contractor will be in touch with them within 2 working days to discuss the matter.

The tenant will also be advised that WGHC will contact them again in 2 days to check that the contractor has done this. The person taking the complaint will telephone the contractor's nominated Tenant liaison officer to pass on the details and will confirm by e-mail.

A copy of the e-mail will be sent to the PMO / RMO, who will contact the tenant after 2 days to check whether they are satisfied with the response from the contractor. In all cases, complaints will be logged on the WGHC complaints module of either SDM / Homemaster.

Where a complaint requires immediate action to resolve a problem (such as a leak, or loss of power) this will be acted upon immediately, and WGHC will have emergency contact details for the contractor to refer such matters on. The person receiving the complaint is responsible for ensuring that the relevant remedy is actioned. Details of action taken will be passed to the PMO / RMO.

All complaints concerning quality of work or the service provided by a contractor under Planned Maintenance, whether received by the contractor or WGHC, must be recorded in a standard form.

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The information to be recorded will include:

- Date and time that complaint was made
- Name, address and telephone number of tenant
- Name, address and telephone number of person making the complaint (if different)
- Details of the complaint; nature of the problem, date and time that problem occurred, who was involved, etc.
- Details of what corrective action the tenant wants.

Records of all complaints received will be reviewed at the monthly contract performance meeting. The number, nature and response to complaints will be considered in the overall assessment of contractor performance.

Compensation

Where a tenant claims compensation because of poor service from a contractor employed by WGHC, WGHC will consider the case. The PMO will ask the contractor for a written response within 5 working days of the date of receipt of the tenant's complaint.

If a case is justified, the PMO / RMO will first ask the contractor to offer a direct apology and appropriate remedy to the customer within WGHC timescales. If this is likely to cause undue delay, the PMO will arrange compensation for the tenant, and will seek reimbursement from the contractor. The contractor's response to any compensation cases will be considered in the overall assessment of contractor performance.

Further details about on compensation issues, including advice on how the amount of compensation should be calculated, are given in The WGHC Compensation Policy.

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Appendix 3: Key Performance Indicators

The following KPIs for Reactive Maintenance and Voids Maintenance Works should be used in conjunction with KPIs for planned maintenance work. Those KPIs marked * are common to both areas of work.

- KPI. 1* WGHC Satisfaction – Product(s)
- KPI. 2* WGHC Satisfaction – Overall Service
- KPI. 3* Tenant Satisfaction – Product(s)
- KPI. 4* Tenant Satisfaction – Overall Service
- KPI. 5* Quality/Defects – inspections
- KPI. 6* Safety - Contractors
- KPI. 7a* Environmental Impact – Construction / Installation process
- KPI. 7b* Environmental Impact – Product(s)
- KPI. 8 Appointments Kept
- KPI. 9 Right First Time - Snagging or need to re-visit
- KPI. 10 Contractor Satisfaction – with WGHC

Definitions

KPI. 1	<p><u>WGHC Satisfaction – Product(s)</u></p> <p>How satisfied WGHC is with the completed Reactive Maintenance work, on a scale of 1 to 10, where 10 is totally satisfied and 1 is totally dissatisfied.</p> <p>Measured on Completion Inspection survey form for each job.</p> <p>Figures collated each month</p> <p>Target: 8</p>
KPI. 2	<p><u>WGHC Satisfaction – Overall Service</u></p> <p>How satisfied the WGHC was with the service provided by the contractor during the maintenance work, on a scale of 1 to 10, where 10 is totally satisfied and 1 is totally dissatisfied.</p> <p>Measured on Completion Inspection survey form for each job.</p> <p>Figures collated each month</p> <p>Target: 8</p>

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KPI. 3	<p><u>Tenant Satisfaction – Product(s)</u> How satisfied the tenant was with the completed Maintenance work, on a scale of 1 to 10, where 10 is totally satisfied and 1 is totally dissatisfied. Measured on Completion Inspection survey form for each job Figures collated each month Target: 8</p>
KPI. 4	<p><u>Tenant Satisfaction – Overall Service</u> How satisfied the tenant was with the service provided by WGHC and the Contractor during the maintenance work, on a scale of 1 to 10, where 10 is totally satisfied and 1 is totally dissatisfied. Measured on Completion Inspection survey form for each job Figures collated each month Target: 8</p>
KPI. 5	<p><u>Quality/Defects – inspections</u> The number of maintenance projects passing quality inspections. Measured by counting the number of completed works that pass a quality inspection as a % of the total number of works inspected. Figures collated each month. Target: 90%</p>
KPI. 6	<p><u>Safety - Contractors</u> Refer to main KPI framework and contract terms & conditions</p>
KPI. 7a	<p><u>Environmental Impact – Construction / Installation Process</u> How well the contractor has control of environmental impacts (such as waste, noise and dust) during the maintenance works, on a scale of 1 to 10, where 10 is very effective control and 1 is no effective control. Assessed according to complaints and issues recorded at Project Team meetings. Figures collated each quarter Target: 7</p>
KPI. 7b	<p><u>Environmental Impact – Product(s)</u> How well WGHC and contractor selection of products has achieved an environmental impact reduction, on a scale of 1 to 10, where 10 is very effective reduction and 1 is no effective reduction. Assessed according to issues recorded at project team meetings Figures collated each quarter Target: 8</p>

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KPI. 8	<p><u>Appointments kept</u></p> <p>The proportion of appointments cancelled or re-arranged as a proportion of the total number of appointments made. Measured as a percentage of the total number of appointments made for the project.</p> <p>Figures collated each month</p> <p>Target: 5%</p>
KPI. 9	<p><u>Right First Time - Snagging or need to re-visit</u></p> <p>The proportion of works completed right first time as a proportion of the total number of works undertaken. Measured as a percentage of the total number of works undertaken within the project.</p> <p>Figures collated each month</p> <p>Target: 95%</p>
KPI. 10	<p><u>Contractor Satisfaction – with WGHC</u></p> <p>Refer to main partnering KPI framework and/or contract terms and conditions</p>

Annual and/or Bi-Annual Contractor Reviews will be undertaken with the most frequently used contractors providing goods or services to WGHC. The reviews will be undertaken by all staff from within the Maintenance Team, i.e. the Planned Maintenance Officer, the Reactive Maintenance Officer – supported by the Property Assistant.

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