

## Repairs and Maintenance Policy

M.01

Reviewed

September 2024

Date next due for review:

September 2027

### Equality and diversity policy statement

This policy document can be produced in various formats, for instance, in larger print or audio-format; and it can also be translated into other languages, as appropriate.

Our equality and diversity policy statement describes our key equality commitments that we use to develop all organisational services; this includes employment services and services to tenants and other customers.

Our core values include providing a fair and equal service for all people and this is detailed in our Equality and Diversity Policy. Our approach to implementing this policy will reflect that commitment.

Pineview Housing Association, 5 Rozelle Avenue, Drumchapel, Glasgow. G15 7QR  
Tel: 0141 944 3891. Email: [mail@pineview.org.uk](mailto:mail@pineview.org.uk) . Website: [www.pineview.org.uk](http://www.pineview.org.uk)

The Scottish Housing Regulator Reg. No: HAC231; Registered Scottish Charity No: SC038237;  
FCA Reg. No: 2375R(S); Property Factor Reg. No: PF000151

## Contents

1. Introduction
2. Policy Aims and Objectives
3. Reactive Repairs Service and Customer Service Standards
4. Repair Categories and Completion Times
5. Pre inspections
6. Post inspections
7. Rechargeable Repairs
8. Void Properties
9. Decoration
10. Gas Servicing and Maintenance
11. Tenant Satisfaction and Involvement
12. Planned Maintenance
13. Cyclical Maintenance
14. Adaptations
15. Alterations and Improvements
16. Compensation for Improvements
17. Asbestos and Legionella Management
18. Performance Monitoring and Reporting
19. Complaints
20. Review Consultation

Appendix 1: Pineview Housing Association / Tenant Repair Responsibilities

Appendix 2: Right to Repair Scheme

Appendix 3: Compensation for Improvements Regulations

## **1.0 Introduction**

1.1 Pineview Housing Association is committed to providing good quality, affordable housing. We aim to ensure our housing stock is well maintained and to put in place comprehensive repairs and maintenance services to achieve this.

1.2 This policy outlines the Association's broad aims in relation to our repairs and maintenance service. It sets out a range of general principles that will guide our activities and standards of service that we aim to implement.

1.3 The Association will have regard for all legislative, contractual, regulatory and good practice requirements in the implementation of this policy and also in the delivery of our repairs and maintenance service

## **2.0 Policy Aims and Objectives**

2.1 The specific aims and objectives of our Repairs and Maintenance Policy are to achieve the following:

- To provide safe, warm homes of a good quality and which remain in demand.
- To provide an efficient and effective reactive repairs service that is responsive to the needs of tenants.
- To enable adaptation work to be carried out in order to meet the individual needs of tenants.
- To achieve value for money in procurement. In this respect due consideration shall be given to the Association's Procurement Policy and procedures.
- To minimise void repair periods.
- To ensure effective systems are in place for monitoring and recording stock condition information. This information shall underpin the planning of maintenance and improvement work and the financial planning process.
- To ensure effective systems are in place to monitor performance in relation to maintenance and repair activities and services. These shall underpin the framework for achieving desired levels of work quality and customer service / satisfaction.
- To provide customers with regular performance information and a range of opportunities to be involved in the development of the full range of repairs and maintenance activities and services. In this respect due consideration will be given to the Association's Tenant Participation Policy and Strategy.
- To enable the Management Committee to exercise due control over repairs and maintenance activities; through ensuring appropriate performance reporting systems are in place.

## **3.0 Reactive Repairs Service and Customer Service Standards**

3.1 We shall publicise information about our repairs and maintenance service in a number of ways. Our tenant handbook and website in particular shall contain such information as the division of landlord and tenant responsibility, how to report a repair, the different response timescales etc. Our newsletters shall also be used to provide more general and practical information, including contact details and service performance statistics.

3.2 In common with our other services we aim to make our reactive repairs service fully accessible to all who require to use it and as far a possible responsive to the individual needs of service users. Tenants may inform us that repair work is required by the following methods:

- Telephone (24 hour service, including emergencies)
- In Person at the Office (09.00am - 5.00pm Monday to Thursday & 4.00pm on a Friday)
- By Letter or e-mail or via the Associations web site.
- By speaking to a member of the Association's staff out with the Office

3.3 For all repair works we aim to ensure that good quality materials are used by repairs contractors and also that high standards of work are achieved. A robust inspection and monitoring system shall be in place for this purpose. Similarly we shall maintain effective systems for monitoring contractor performance and requesting feedback from tenants on repair work carried out.

#### **4.0 Repair Categories and Completion Times**

4.01 We will categorise reported repairs according to the level and nature of the repair / response required. We will aim to apply a consistent approach to categorisation and ensure that staff are appropriately trained to achieve this. We will operate the following categories, each with a different target completion timescale as follows:

##### **4.1 Statutory Right to Repair (See Appendix 2)**

4.1.1 Pineview Housing Association will adhere to the requirements of the Right to Repair scheme as defined in the Housing (Scotland) Act 2001. However, while these are minimum statutory timescales we may carry out this work sooner.

4.1.2 We shall have in place and publicise systems and methods of working that ensure full compliance with these requirements. Staff shall be fully trained in implementing these. They will also be advised of the relevant statutory regulations governing the provisions of the scheme.

4.1.3 We acknowledge the particular requirement to advise tenants in writing annually of the provisions of the scheme and will use our newsletter as the principal means of achieving this. We will also make information about the scheme freely accessible and available to all tenants and advise on an individual basis whenever the provisions of the scheme apply. We will maintain records which enable us to monitor and demonstrate compliance with the Right to Repair scheme.

**4.2 Emergency Repairs:** To be responded to **within 4 hours** of when repair was notified.

(If the emergency repair cannot be completed within the 4 hour timescale, it will be left in a safe condition and re-attended to under the urgent category)

N.B. – Emergency heating repairs will be responded to within the 4 hour notification, and if works cannot be completed temporary heating provision will be offered to all tenants until the repair can be completed.

Emergency repairs shall include any incidents which may be a risk to health and safety, which make a property uninhabitable or are required to avoid serious damage to a property. This includes, but is not restricted, to the following:

- Gas leaks
- Burst pipes and tanks
- Loss of electrical power or electrical faults endangering life and property
- Loss of water supply
- Broken or choked W.C.
- Fires or break-ins
- Lightening, flood or storm damage
- Structural problems causing a danger to tenants and the general public

Contractors will be instructed to attend and shall carry out repairs to make safe within 4 hours of the repair being reported. Any follow up work will be allocated a completion category timescale that reflects the extent and nature of the work required.

**4.3 Urgent Repairs:** To be completed within **2 working days**, commencing the day the repair was notified.

Faults and incidents that require prompt attention but which do not arise as a result of emergency circumstances shall be categorised as urgent. This includes, but is not restricted, to the following:

- Electrical fault not falling into emergency category
- Loss of heating not falling into emergency category
- Overflow running constantly.
- Leak at W.C. bowl/cistern
- Cistern not flushing
- Rain penetration
- Fault at controlled entry
- Choked waste at W.H.B., sinks and baths – where not a right to repair

**4.4 Routine Repairs:** To be completed within **4 working days**, commencing the day the repair was reported.

This includes the following:

- Minor plasterwork repairs
- Dripping taps
- Internal door repairs
- Creaking floorboards.

All other items of non-urgent work shall be categorised as Routine.

We reserve the right to amend the completion category and timescale for individual repair works to take account of unforeseen or other specific circumstances.

These include, for example, a requirement to order parts and materials, very specialist works and additional works being identified when repairs are being carried out.

Any amendment to the completion timescale will be clearly recorded in order to create an appropriate audit trail.

## 5.0 Pre Inspections

5.1 As an organisation we understand the need for our staff, or specialist consultant as applicable, to undertake assessments on our properties in order to determine appropriate repair action to be taken.

5.2 Our Management Committee will set targets for pre inspections annually.

5.3 If a pre inspection is required this will not alter the overall priority timescales we set ourselves to complete a repair.

5.4 In general we will pre inspect the following types of scenario:

- Any reported structural defect that has the potential to cause harm or deteriorate rapidly.
- Reports of condensation, damp or mouldy conditions.
- Jobs that have the potential to cost more than £600 in value e.g. a request for a new door or window. This amount will be increased by January CPI annually (rounded to nearest £10) with the new amount being approved by Management Committee at their February meeting before being implemented from 1<sup>st</sup> April.
- Requests for major plastering repairs.
- Request for new fencing or garden drainage problems.
- Reports of defective or broken appliance such as a bath or sink unit.
- A repair which cannot be diagnosed from the information provided by the tenant.
- A repair which is recurring regularly
- A repair that may have been caused as a result of damage by the tenant for which the tenant may be charged.

## 6.0 Post Inspections

6.1 Pineview Housing Association has clear values to provide high levels of customer service through all the services we deliver for our tenants and we appreciate that the repairs service is viewed as one of the most important in terms of tenants' expectations and financial cost. As a result our staff will carry out a number of post repair inspections to ensure that the quality of repairs completed on our properties are of a high standard and that our preferred contractors are providing us with a value for money service. .

6.2 We will carry out a number of post quality inspections upon completion of a repair to ensure that the quality continues to be of a high standard and the invoice value is acceptable under our contractual arrangements.

6.3 We will undertake to complete a minimum number of post inspections based on a random sample of all completed reactive repairs. The target for post inspections will be set annually by our Management Committee. The outcomes of the inspection will be recorded on our IT system including an assessment of the overall quality of the completed repair and the views of the tenant will also be taken into account. This information will allow us to monitor trends and to feedback performance to our contractors.

6.4 As a standard we will also post inspect 100% of repairs that meet one of the following criteria:

- Void property
- Medical adaptation
- A completed repair with a cost greater than £600. This amount will be increased by January CPI annually (rounded to nearest £10) with the new amount being approved by Management Committee at their February meeting before being implemented from 1<sup>st</sup> April.

- Planned and cyclical maintenance works
- When a complaint has been made under our Complaints Policy.
- Non heating out of hours emergency repairs

## **7.0 Rechargeable Repairs**

7.1 In the main we will carry out repair work for which we are responsible in accordance with the terms of the tenancy agreement. However, charges will be levied where a repair becomes necessary as a result of wilful and /or negligent actions of the tenant's household i.e. rather than through fair wear and tear. A copy of the repair responsibilities of the Association and that of tenants is attached to this policy at Appendix 1. Further information on the process for charging etc. is provided in our Rechargeable Repair Policy.

## **8.0 Void Properties**

8.1 We aim to let void properties as quickly as possible in order to minimise loss of income. In order to achieve this we will adopt a systematic approach to undertaking inspections ; instructing necessary repair work; monitoring progress towards completion and then passing properties as fit for let. We will have a minimum lettable standard in place and this will define as far as practically possible the nature and extent of repair work that will be carried out prior to a property being let. This standard will be periodically reviewed in consultation with tenants and our Customer Forum to ensure that it meets general expectations and good practice.

8.2 Notwithstanding the nature and extent of any repair work it is our policy to instruct gas and electrical safety checks as well as request an Energy Performance Certificate for each void property ( if required) before the new tenant moves in. Further information on our void process is provided in our Void Management Policy.

## **9.0 Decoration**

9.1 Legislation states that landlords should 'make good' any damage caused by them carrying out work. This is embodied in the tenancy agreement. We require any contractor to comply with this requirement. It is however the tenant's obligation to carry out internal decoration. The tenancy agreement states that the tenant is responsible for taking reasonable care of the property which includes carrying out minor repairs and internal decoration. It further states that the tenant must take reasonable care to prevent damage to the decoration of the property.

9.2 It is therefore only under very exceptional circumstances that the Association would consider carrying out internal decoration work or make a decoration allowance.

## **10.0 Gas Servicing and Maintenance**

10.1 We recognise the critical importance of ensuring gas pipework and appliances provided by us in our properties are in good, safe, working order. We will meet all statutory duties in relation to gas safety management and associated health and safety legislation. In doing so we will maintain effective administration systems to ensure all gas systems in tenanted properties are subject to an annual service; the keeping of appropriate records as well as the accurate monitoring of and reporting on progress of the servicing programme.

10.2 In fulfilling our legal responsibilities, we will pursue a clearly defined process in order to secure access to properties for the purpose of enabling servicing work to be carried out. Where necessary this will include taking appropriate action to gain entry.

10.3 We will appoint independent Gas Safe Register approved contractors to carry out annually, on a sample basis, a quality assurance check of the principle gas safety contractor's work.

## 11.0 Tenant Satisfaction and Involvement

11.1 In common with a range of our services, we are committed to monitoring the experiences of tenants using the reactive repairs and other maintenance services. We shall use a range of methods to obtain feedback from tenants on their level of satisfaction with key aspects of these services. We will investigate individual complaints or causes for dissatisfaction and use information obtained to identify potential service improvements.

11.2 More generally we will aim to consult with our tenants on key aspects of the repairs and maintenance service including service specification, policy direction and operational practices.

## 12.0 Planned Maintenance

12.1 We aim to implement a robust and transparent system of planning and costing future maintenance work. This will be based on the recording of detailed, accurate and up to date information on our properties and their components. Regular technical inspections will be carried out as a means of collecting this information and all staff members will be actively encouraged to feedback information about the condition of any properties they visit. We will ensure that information on repair work carried out will be used to inform the system for planning future maintenance requirements.

12.2 We will develop our asset management strategies to ensure future programmed maintenance works take account of factors such as stock popularity, designing out poor quality and / or intrinsically expensive items for maintenance purposes.

12.3 We will tender contracts for planned maintenance in accordance with the provisions in our financial regulations and also our Contractor Management and Procurement Policy.

## 13.0 Cyclical Maintenance

13.1 Cyclical maintenance is work required to be carried out on a regular basis to prevent the gradual deterioration of a property, its components and finishes and also to ensure that property / area standards are maintained. Our cyclical programme shall include the following:

<b>Works</b>	<b>Cycle</b>
Gas servicing and safety checks	Annual
Ground Maintenance	Annual agreed works
PAT testing (Homelink Property)	Annual
Roof Anchors	Annual
Gutter cleaning & roof inspections	Annual
External Painterwork	5 - 7 years
Periodic Electrical inspections	5 years

13.2 Other works may be included in the cyclical programme from time to time by agreement with the Management Committee. Our internal systems will be kept up to date with accuracy by our Housing Services staff.

## **14.0 Adaptations**

14.1 Subject to the provision of Scottish Government funding to cover all costs, we will support and assist the carrying out of works which will enable independent living and enhance the quality of life of tenants with particular mobility or other impairments. In doing so we will follow good practice and regulatory guidance in relation to procurement of works and aim to ensure such adaptations are carried out quickly and competently. Detailed and accurate records about adapted properties will be maintained to enable implementation of appropriate maintenance regimes and also to enable informed decisions to be made about their future allocation to other tenants.

14.2 We will only refuse to carry out adaptation work in exceptional circumstances. This will include when:

- The adaptation is technically difficult to achieve without detriment to the property and other tenants.
- Funding is not available.
- The specific advice from relevant agencies is that the proposed adaptation would not be appropriate.

## **15.0 Alterations and Improvements**

15.1 Tenants wishing to carry out any alterations or improvements to their home must apply in writing to the Association and receive our written permission prior to any works being undertaken. This will include (but is not an exhaustive list) alterations and improvements to:

- Alter, improve or enlarge the property, fittings or fixtures (e.g. removing an internal wall, loft renovations, replacement of doors)
- Add new fixtures or fittings (e.g. kitchen, bathroom, shower, double glazing or any kind of external aerial or satellite dish)
- Put up a shed, garage or other structure.
- Laying of a patio or other alterations in garden areas

15.2 We will not unreasonably withhold consent however we will have regard for any adverse effect that the alteration or improvement might have on the property, to other properties or residents.

15.3 Consent may be conditional. At all times we have to consider factors such as health and safety issues, the long term structure of our properties, the standard of workmanship, the possible effect on other properties / tenants etc. and therefore conditions attached to consent will be strictly enforced.

15.4 The cost of repairing damage as a result of any alterations or improvements carried out, or any costs incurred by the Association to rectify will be met in full by the tenant.

15.5 We will respond to any written request to alter or improve a property within 28 days. The 2001 Housing (Scotland) Act states if we do not do so within this timescale then the tenant can take it that we have agreed to their request.

15.6 Tenants have a right to compensation at the end of their tenancy for certain improvements carried out with our written permission. Section 17 of this policy provides details on this.

## 16.0 Compensation for Improvements

16.1 The Housing (Scotland) Act 2001 introduced the tenants' Right to Compensation for Improvements from 30<sup>th</sup> September 2002. This gives tenants the right to receive compensation for certain works (or qualifying improvements) carried out by them during the course of their tenancy.

### 16.2 Alterations and Improvements

A list of all qualifying improvements and details of notional life spans used in the compensation calculation are provided in Appendix 1

Any request to carry out alterations or improvements must be made in writing by the tenant to the Association. Permission to carry out the requested alteration or improvement will not be unreasonably withheld.

The following should however be noted:

- Only improvements contained in the Schedule within the Regulations will be considered in terms of compensation. No other improvements (Section 29 of the Act refers) will be considered.
- No compensation will be payable for improvements which would be covered by the Association's planned maintenance programme, for example replacing kitchen units and bathroom suites.
- No compensation will be payable for the fitting of a shower where there is already a serviceable bath in the property, or vice versa.
- No compensation will be payable for any improvements to unimproved properties within a development programme.

### 16.3. Qualifying Tenants

A qualifying tenant must:

- Have written approval from the Association for the alteration / improvement.
- Be the tenant that carried out the qualifying alteration / improvement.
- Be the tenant of a tenancy that existed at the time the work was carried out.
- Be a tenant that succeeded to the tenancy on the death of the tenant that carried out the work and the tenancy did not cease to be a Scottish Secure tenancy on the succession
- Have terminated their tenancy.

### 16.4 Exclusions / Restrictions on Compensation

The Association is not required to make payment in respect of qualifying improvements works in the following circumstances:

- Where the amount is either less than £100.00 or on any amount over £4,000.00 per improvement.
- Compensation may be decreased, at our discretion, where deterioration of the improvement is greater than expected, or where the initial cost of the work was excessive (Paragraph 5.2 of the Regulations refers).

- We shall offset against any compensation payable under the regulations any sum owed to it by the qualifying person.
- Where improvement / alteration works have been carried out without the written consent of the Association no compensation will be paid.
- Compensation shall not be payable where the tenancy ends in one or more of the prescribed circumstances within Paragraph 5(b) of the Regulations, e.g.
  - Where repossession of the property has occurred
  - Where the tenant has exercised their Right to Buy ( now abolished)
  - Where there has been a tenancy change but the former tenant remains in the property.

## 16.5 Qualifying Conditions

- The tenant must have the written consent of the Association for the improvement / alteration works undertaken.
- All works carried out must be in accordance with those approved by the Association.
- The tenant must provide copies of all statutory approvals, completion certificates and safety certificates relating to the improvement / alteration works.
- Any proposed works must meet all relevant standards in respect of materials, workmanship and safety, Furthermore, the manufacturers' recommendations for installation and maintenance must be complied with.
- All works must be undertaken by a competent person and where applicable, as with gas for example by a recognised professional having membership of a relevant body e.g. Gas Safe.

## 16.6. Making a Claim

Tenants must make a claim for compensation in writing to the Association.

This written request must contain sufficient information to enable us to calculate the amount payable and be made during the period beginning 28 days before and ending 21 days after the tenancy comes to an end.

We will respond to the written claim within 28 days.

16.7 Compensation will be calculated as per the Regulations: see Appendix 3, section 5.

In making an offer of compensation, we will state how the figure was calculated, including details of any deductions or supplements made and how the offer may have been affected by the upper or lower limits.

Payment will only be made to the qualifying person.

## 16.8 Disputes

Where a qualifying person is dissatisfied by any decision made by us regarding refusal to grant permission for improvement / alteration works or in relation to an offer of compensation they can ask for the decision to be reconsidered.

This request must be made in writing no more than 28 days after receiving notification of the initial decision. The request should outline the points that the claimant wishes to be reconsidered. We may then review the decision by:

a) Appointing an independent valuer or surveyor, who took no part in making the original decision.

b) Members of the Management Committee who took no part in making the decision.

The qualifying person may be accompanied by any representative of that person's choice and make written or oral representations to the person or persons undertaking the review or reconsideration.

The qualifying person or the Association may appeal to the sheriff against any decision taken on a review or reconsideration.

## **17.0 Asbestos and Legionella Management**

17.1 We recognise the dangers presented by asbestos and shall have detailed asbestos management policy and procedures in place. These shall describe the general approach and particular steps we shall take in order to meet relevant legal, health and safety and good practice requirements.

17.2 We recognise the dangers presented by legionella and shall have detailed legionella policy and procedures in place. These shall describe the general approach and particular steps we shall take in order to meet relevant legal, health and safety and good practice requirements

## **18.0 Performance Monitoring and Reporting**

18.1 We will maintain internal information systems which are based around ensuring effective monitoring, control and reporting of repairs and maintenance activities. Comprehensive records of all repairs and maintenance work will be held with a view to demonstrating transparency in the way work has been carried out and authorised.

## **19.0 Complaints**

19.1 Anyone who is not satisfied with the service they have received as a result of this policy has a right to complain. Please see our Complaints Policy for details on how to do this. Complaints will be handled/responded to by the Assistant Housing Officer or the Housing Officer.

## **20.0 Review and Consultation**

20.1 This policy will be reviewed every 3 years unless amendment is prompted by a change in legislation or monitoring / reporting reveals that a change in policy is required sooner.

20.2 Policy review will involve consultation with our tenants, our Customer Forum and any other relevant stakeholders. We will take account of any views or representations in revising our policy and service provision.

20.3 We will also seek feedback from tenants about the operation of this policy through regular satisfaction surveys and any other appropriate methods.

## Appendix 1: Landlord and Tenant Repair Responsibilities
















### Day to day repairs – Who is responsible for what?




Pineview Housing Association (PHA) is responsible for keeping in good repair the structure and exterior of our properties and we will also maintain and repair most fittings in tenants' homes.

**However, tenants will usually be charged for any repair that is required as a result of damage caused by the tenant, a family member or visitor – please see our rechargeable repair policy for more detail .**

The following tables show who is responsible for repairs – the tenant or Pineview Housing Association.













Plumbing	PHA	Tenant
Pipes, taps, stopcocks etc.		
Plugs & chains		
Hot Water Cylinder		
Storage tanks		
Choked sinks or toilets		
WC Cisterns		
WC Bowl		
Toilet seats		
Wash hand basins		
Baths		
Kitchen sinks		
Showers (unless fitted by Pineview HA)		
Waste Pipes		
Drains		
Gutters & Downpipes		
Washing Machine Valves (unless fitted by Pineview )		

Electrical	PHA	Tenant
Switches & sockets		
Light pendants & fittings (unless installed or changed by the tenant)		
Stair lighting		
Wiring & consumer unit		
Plugs & fuses		
Immersion heaters		
Electric fires (unless fitted by Pineview)		
Communal TV aerials		
Controlled door entry systems		
Extractor fans		
Door bells		
Smoke detectors		
Electrical appliances		
Outside lighting (if fitted by Pineview)		
Light bulbs in individual properties		

Heating	PHA	Tenant
Boiler		
Radiators, pumps, thermostats		
Chimneys or flues		
Gas fires (if fitted by Pineview)		

Joinery	PHA	Tenant
External Doors and Frames (including handles and locks)		
Internal pass doors & frames		
Internal door handles		
Kitchen fittings & worktops (except where supplied by the tenant)		
Replacing lost or stolen keys		
Skirting		
Stairs, banisters and handrails		
Floorboards & joists		
Broken glass		
Window frames latches, cords		
Double glazing		

Structure	PHA	Tenant
External walls, roughcast		
Roof structure & covering, roof tiles, ridges, etc.		
Chimney heads & stacks		
Carports (unless built by Pineview)		
Garages (unless built by Pineview)		
Garden Huts (unless built by Pineview)		
Greenhouses (unless built by Pineview)		
External woodwork – fascias, soffits etc. (including painting)		
Internal Walls (not decoration)		
Plaster Repairs		

Other	PHA	Tenant
Unsafe paths or steps		
Handrails		
Fences & gates (unless erected by tenant)		
Clothes poles		
Clothes ropes or drier cords		
Bin stores		
Wheelie bins		
Front / rear boundary walls & fencing (unless erected by tenant)		
Internal decoration		
External decoration		
Carpets & personal belongings		
Pest infestation (unless in a common area) *		

\* **Pests in your home** - The Association is not responsible for dealing with pest problems in tenants' homes. Tenants should contact Glasgow City Council Pest Control Department on 0141 287 9700. We can, however, give advice on how to deal with the problems and also can provide help after the infestation has been dealt with e.g. we may be able to block up holes in skirting boards etc. to prevent pests coming back in.

\* **Pests in common areas** – If pests are noticed in common areas such as bin stores, the Association should be contacted in order that we may take steps to get rid of the pests and repair any damage they have caused.

## Appendix 2: Right to Repair Regulations

# Scottish Statutory Instrument 2002 No. 316

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

---

© Crown Copyright 2002

Statutory Instruments printed from this website are printed under the superintendence and authority of the Controller of HMSO being the Queen's Printer of Acts of Parliament.

The legislation contained on this web site is subject to Crown Copyright protection. It may be reproduced free of charge provided that it is reproduced accurately and that the source and copyright status of the material is made evident to users.

It should be noted that the right to reproduce the text of Statutory Instruments does not extend to the Queen's Printer imprints which should be removed from any copies of the Statutory Instrument which are issued or made available to the public. This includes reproduction of the Statutory Instrument on the Internet and on intranet sites. The Royal Arms may be reproduced only where they are an integral part of the original document.

The text of this Internet version of the Scottish Statutory Instrument has been prepared to reflect the text as it was made. A print version is also available and is published by The Stationery Office Limited as the **The Scottish Secure Tenants (Right to Repair) Regulations 2002**, ISBN 0 11061538 7. The print version may be purchased by clicking [here](#). Braille copies of this Scottish Statutory Instrument can also be purchased at the same price as the print edition by contacting TSO Customer Services on 0870 600 5522 or e-mail:[customer.services@tso.co.uk](mailto:customer.services@tso.co.uk).

Further information about the publication of legislation on this website can be found by referring to the [Frequently Asked Questions](#).

To ensure fast access over slow connections, large documents have been segmented into "chunks". Where you see a "continue" button at the bottom of the page of text, this indicates that there is another chunk of text available.

---

### SCOTTISH STATUTORY INSTRUMENTS

---

#### 2002 No. 316

#### HOUSING

The Scottish Secure Tenants (Right to Repair) Regulations 2002	
Made	26th June 2002
Laid before the Scottish Parliament	27th June 2002
Coming into force	30th September 2002

The Scottish Ministers, in exercise of the powers conferred by sections 27 and 109(2) of the Housing (Scotland) Act 2001<sup>[1]</sup> and of all other powers enabling them in that behalf, hereby make the following Regulations:

### **Citation and commencement**

1. These Regulations may be cited as the Scottish Secure Tenants (Right to Repair) Regulations 2002 and shall come into force on 30th September 2002.

### **Interpretation**

2. In these Regulations-

"the Act" means the Housing (Scotland) Act 2001;

"landlord" means a landlord specified in regulation 4;

"maximum period" means the period specified in regulation 10 and the Schedule;

"primary contractor" means the contractor most frequently employed by a landlord to carry out qualifying repairs.

"qualifying repair" means a repair specified as such in regulation 6 and the Schedule;

"working day" means a day which is not a Saturday or a Sunday, Christmas Eve, Christmas Day, Good Friday, a bank holiday or a day appointed for public thanksgiving or mourning or any day on which the office of the landlord is closed by virtue of a local holiday.

### **Entitlement**

3. A tenant of a landlord shall be entitled to have a qualifying repair carried out to that tenant's house, subject to and in accordance with these Regulations.

### **Specified Landlord**

4. A specified landlord for the purposes of section 27(2) of the Act is-

(a) a local authority landlord;

(b) a registered social landlord; or

(c) Scottish Water.

### **Maximum amount payable**

5. In respect of any single qualifying repair, a landlord shall pay for the work as carried out up to a maximum of £350.

### **Qualifying repair**

6. A qualifying repair for the purposes of section 27 of the Act is a repair of a house subject to a Scottish secure tenancy or a short Scottish secure tenancy which is a repair of a defect specified in column 1 of the Schedule and is the responsibility of the landlord.

### **List of contractors**

7. A landlord shall maintain a list of contractors prepared to carry out qualifying repairs which list shall include the primary contractor.

### **Procedure for notification of and carrying out qualifying repairs**

8. Where a tenant applies to a landlord for a qualifying repair to be carried out-

(a) if the landlord considers it necessary to inspect the house to ascertain whether the repair is a qualifying repair, the landlord shall inspect the house;

(b) in any case, the landlord shall let the tenant know whether the subject of the tenant's application is a qualifying repair and where it is, make arrangements for access with the tenant and provide details of-

(i) the maximum period within which the qualifying repair is to be completed;

(ii) the last day of that period;

(iii) the effect of these Regulations; and

(iv) 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; and

(c) if the subject of the tenant's application is a qualifying repair, the landlord shall issue a works order to the primary contractor and provide details of-

(i) the qualifying repair;

(ii) the period within which the qualifying repair is to be completed;

(iii) the last day of the maximum period; and

(iv) the arrangements made for access.

### **Failure to provide access**

**9.** Where a tenant fails to provide access to a house for the purpose of enabling the qualifying repair to be inspected or carried out, although that tenant has been given a reasonable opportunity to do so, the procedure under regulation 8 shall be cancelled and the provisions of regulations 10 to 13 shall cease to apply.

### **Maximum period**

**10.** (1) The maximum period within which a qualifying repair is to be completed is the number of working days specified in column 2 of the Schedule opposite the defect specified in column 1 of the Schedule.

(2) The maximum period shall start on the first working day after-

(a) the date of receipt of notification of the qualifying repair by the landlord; or

(b) where the landlord inspects the house under regulation 8(a), the date of inspection.

### **Instructing another listed contractor**

**11.** (1) Subject to paragraph (4) where the primary contractor notified under regulation 8(c) has not started the qualifying repair by the last day of the maximum period, the tenant may instruct another listed contractor to carry out the qualifying repair.

(2) As soon as the other listed contractor receives the instruction from the tenant, that contractor shall inform the landlord that it has been so instructed and shall be entitled on request to obtain a copy of the works order from the landlord.

(3) The landlord on being informed under paragraph (2) shall let the contractor know the number of working days in the maximum period.

(4) Paragraph (1) does not apply if compliance with that paragraph would infringe the term of a guarantee for work done or materials supplied of which the landlord has the benefit.

### **Compensation**

**12.** (1) Where the primary contractor has failed to carry out the qualifying repair by the last day of the maximum period the landlord shall pay to the tenant a sum of compensation calculated in accordance with paragraph (2).

(2) The amount of compensation referred to in paragraph (1) shall be the sum of-

(a) £15; and

(b) £3 for every working day, if any, in the period-

(i) commencing on the day after the last day of what would have been the maximum period if the maximum period had applied to the other listed contractor and had started on the day after the day of receipt of instruction; and

(ii) ending with the day on which the qualifying repair is completed,

subject to a maximum amount of compensation of £100.

### **Suspension of maximum period**

**13.** (1) 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.

(2) The landlord shall let the tenant know of the suspension of the running of the maximum period.

### **Providing information about these Regulations**

**14.** A landlord shall let its tenants know in writing once every year of the provisions of these Regulations including the list of contractors prepared to carry out qualifying repairs.

MARGARET CURRAN  
A member of the Scottish Executive

St Andrew's House, Edinburgh  
26th June 2002

## Schedule

### Regulations 6 and 10

Defects, repairs of which are qualifying repairs and maximum time for completion:

Column 1	Column 2
(Defect)	(Maximum period in working days from date immediately following the date of notification of qualifying repair or inspection)
Blocked flue to open fire or boiler.	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house.	1
Blocked sink, bath or drain.	1
Electric power-	
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
Water supply-	
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

## Appendix 3: Compensation for Improvements Regulations

### 2002 No. 312

### HOUSING

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

Made 26th June 2002

Laid before the Scottish Parliament 27th June 2002

Coming into force 30th September 2002

The Scottish Ministers, in exercise of the powers conferred by sections 30 and 109(2) of the Housing (Scotland) Act 2001(a) and of all other powers enabling them in that behalf, hereby make the following Regulations:

#### **Citation and commencement**

1. These Regulations may be cited as the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002 and shall come into force on 30th September 2002.

#### **Interpretation**

2. In these Regulations—

“the Act” means the Housing (Scotland) Act 2001;

“notional life” in relation to qualifying improvement work effected by the installation or replacement of an item specified in column 1 of the Schedule is the period of years specified opposite that item in column 2 of the Schedule;

“the 1987 Act” means the Housing (Scotland) Act 1987(b);

“qualifying person” means a person who is a qualifying person in terms of section 30 of the Act who makes a claim in respect of qualifying improvement work; and

“landlord” means the landlord of a house subject to a Scottish secure tenancy who receives a claim for compensation for qualifying improvement work.

#### **Qualifying improvement work**

3. Improvement work is prescribed qualifying improvement work for the purposes of section 30(1) of the Act if it consists of the installation or replacement of an item specified in column 1 of the Schedule.

#### **Circumstances where compensation is not payable in respect of qualifying improvement work**

4. Compensation shall not be payable—

(a) Where the compensation which would otherwise be payable is less than £100 being the prescribed amount for the purposes of section 30(4)(c) of the Act; or

(a) 2001 asp 10.

(b) 1987 c.26.

2

(b) where the tenancy ends in one or more of the following prescribed circumstances for the purposes of section 30(4)(a) of the Act:—

(i) an order for recovery of possession was made on any of the grounds specified in Part I of Schedule 2 to the Act;

(ii) the house was disposed of under section 14 of the 1987 Act;

(iii) the house was disposed of under section 65 of the 2001 Act;

(iv) the right to buy under Part II of the 1987 Act has been exercised; or

(v) the qualifying person has been granted a new tenancy, whether alone or jointly, of the same, or substantially the same, house by the same landlord.

#### **Amount of compensation**

5.—(1) Subject to paragraphs (2) to (4), the amount of compensation payable for qualifying improvement work shall be calculated in accordance with the formula—

$C \times (1 - Y)$

N

which is the prescribed method of calculation for the purpose of section 30(5)(a)(ii) of the Act where—

C = the cost of the improvement work from which shall be deducted the amount of any grant made—

(i) under Part XIII of the 1987 Act; and

(ii) under the Home Energy Efficiency Scheme Regulations 1997(a);

N = the notional life of the improvement effected by the work; and  
Y = the number of years starting on the date on which the improvement was completed and ending on the date on which the tenancy ends and for the purposes of this paragraph part of a year shall be counted as a year.

(2) Where—

(a) the cost of the improvement work was excessive;

(b) the improvement effected by the work has deteriorated at a rate greater than that provided for in the notional life for that improvement; or

(c) the improvement effected by the work is of a higher quality than it would have been had the landlord effected it,

the landlord may deduct from the amount of compensation calculated in accordance with paragraph (1) such sum as is reasonable in order to take into account that sub-paragraph (a), (b) or (c) applies.

(3) Where the improvement effected by the work has deteriorated at a rate lower than that provided for in the notional life for that improvement the landlord may add to the amount of compensation calculated in accordance with paragraph (1) such sum as is reasonable in order to take into account that the improvement has so deteriorated notwithstanding that otherwise the amount of compensation calculated in accordance with paragraph (1) would be nil.

(4) Compensation shall not be payable to the extent that the amount of compensation would exceed £4,000 per improvement.

#### **Claims for compensation**

6.—(1) Claims for compensation shall contain sufficient information to enable the landlord to calculate the amount of compensation payable and shall be made in writing within the period starting 28 days before and ending 21 days after, the tenancy comes to an end.

(2) The landlord shall respond to the claim within 28 days of the date of the claim.

#### **Set off**

7. The landlord may set off against any compensation payable under these Regulations any sum owed to it by the qualifying person.

#### **Disputes**

8.—(1) Where a qualifying person is aggrieved by any decision of a landlord concerning any question arising under these Regulations that person may within 28 days of receiving notification of that decision require it to be reviewed or reconsidered as the case may be.

(2) Where a review or reconsideration is required under paragraph (1) the decision—

(a) shall be reviewed by a valuer or surveyor, who took no part in making the decision, appointed for the purpose by the landlord;

(b) shall be reviewed by any of the landlord's members, committee members or board members as the case may be who took no part in making the decision; or

(c) shall be reconsidered by all the landlord's members, committee members or board members,

and the qualifying person may make written representations to and, accompanied by any representative of that person's choice, oral representations before, the person or persons undertaking the review or reconsideration.

(3) The qualifying person or the landlord may appeal to the sheriff against any decision taken on a review or reconsideration.

## Schedule

### Regulations 2 and 3

Qualifying improvement work and notional life:

Qualifying Improvement	Notional Life (years)
Bath or shower	20
Cavity wall insulation	20
Sound insulation	20
Double glazing or other external window replacement or secondary glazing	25
Draught proofing of external doors or windows	25
Insulation of pipes, water tank or cylinder	25
Installation of mechanical ventilation in bathrooms or kitchens	20
Kitchen sinks	20
Loft insulation	30
Rewiring and the provision of power and lighting or other electrical fixtures including smoke detectors	30
Security measures other than burglar alarm systems	25
Space or water heating	25
Storage cupboards in bathroom or kitchen	20
Thermostatic radiator valves	20
Wash hand basin	20
Water closet	20
Work surfaces for food preparation	20

#### **EXPLANATORY NOTE**

(This note is not part of the Regulations)

These Regulations introduce provisions for compensation for qualifying improvement work payable at the termination of a Scottish secure tenancy.

Regulation 3 prescribes qualifying improvement work with reference to the Schedule which details improvements that are to be regarded as qualifying improvements and the notional life of those improvements.

Regulation 4 prescribes the lower limit for compensation and specifies circumstances where no compensation is payable.

Regulation 5 provides a formula for calculating compensation and specifies the upper limit for compensation.

Regulation 6 sets out the procedure to be followed in relation to compensation claims.

Regulation 7 provides that a landlord can set off against compensation sums due to it by a qualifying person.

Regulation 8 sets out the procedures for review of decisions and allows a right of appeal to the sheriff.

These Regulations only apply in relation to improvement work begun after the Regulations come into effect.