



**REPAIRS  
POLICY  
HANDBOOK**

APPROVED 21 MARCH 2017

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## EQUALITY AND DIVERSITY

Scottish Social Housing Charter - SSHC 1: Social landlords perform all aspects of their housing services so that:

*Every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.*

We aim to encourage an environment of equality amongst our customers, employees, committee members and other individuals. Our policy on equality and diversity sets out the principles that Thenue will apply to all its work in governance, employment and service provision. We will ensure that all our processes comply with our policy and that those suppliers of goods, services and works have Equal Opportunity policies.

Our information will be clear, simple and consistent, and personal information gathered for the purposes of monitoring equal opportunities will be handled in accordance with the principles set out within the Data Protection Policy. Individual monitoring forms will be used for statistical purposes only and destroyed on completion of analysing.

We will seek to ensure that there are no barriers as a result of gender or marital status, race, colour, disability, age, sexual orientation, language or social origin, or other personal attributes, including beliefs, or opinions, such as religious beliefs or political opinions.

## REVIEW

This policy and associated documentation will be reviewed every three years or earlier if statute and good practice dictates.

## AMENDMENT REGISTER

Where any amendment or revision is made to the policies contained in this handbook, the appropriate section should be updated and the date amended accordingly. The former policy handbook should be kept in a separate file for reference purposes and to demonstrate an auditable trail of policy development.

Amendments of a more 'cosmetic' nature (e.g. changing Communities Scotland to The Scottish Housing Regulator) do not require committee approval, however will be entered into the amendment register (below).

All relevant personnel should be made aware of the amendments/revisions made

Section/s	Amendment	Date approved by Board of Management	Next Review Date
All	Full handbook review	11 November 2014	November 2017
All	Full handbook review	21 March 2017	March 2020

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## 1. INTRODUCTION

- 1.1 This policy acknowledges the importance tenants place on of a having a high quality responsive repairs service, but also recognises the need to achieve value for money for Thenue in processing repairs requests.
- 1.2 Reactive or day-to-day repairs are defined as those repairs which are carried out on an ad hoc basis as the need arises and which cannot be deferred for inclusion in planned maintenance programmes.
- 1.3 In carrying out this policy, Thenue will observe the relevant Health and Safety and legislative requirements and current recommendations on good practice.

## 2. POLICY BACKGROUND

Thenue has developed this policy taking into account the following:

### 2.1 Scottish Social Housing Charter

The Scottish Social Housing Charter most relevant to this policy are:

#### 4: Quality of housing

Social landlords manage their businesses so that:

- tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) by April 2015 and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair.

#### 5: Repairs, maintenance and improvements

Social landlords manage their businesses so that:

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

#### 13: Value for money

Social landlords manage all aspects of their businesses so that:

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

### 2.2 Legislation

There are many pieces of legislation which landlords must take account of in maintaining their properties. In particular the Housing (Scotland) Act 2001 sets out the repairing responsibilities of landlords in a Scottish Secure Tenancy in respect of:

- The condition of the house at the commencement of, and throughout the tenancy (schedule 4).
- Qualifying repairs.
- Landlord's consent to tenant's carrying out work.
- Tenant compensation for improvements.

### 2.3 Other Relevant Thenue Policies

A number of other policies require to be considered in relation to this policy and set out in greater detail our position in each respect :

- Planned Maintenance

- Recharging Repairs
- Right to Repair
- Decoration
- Compensation for Tenant's Improvements
- Ex-Gratia Payments
- Factoring
- Medical Adaptations
- Void Management
- Equalities
- Disaster Recovery Plan

### 3. SERVICE AIMS AND OBJECTIVES

Thenue Housing is committed to providing a high quality, efficient and effective repairs and maintenance service which aims to:

- Provide an Appointment based service for all Non Emergency internal house repairs
- Provide Digital Self Service solutions to enable a 24/7 service for our tenants
- Deliver a high quality, prompt, and cost efficient reactive repairs service.
- Have procedures that allow tenants to make simple and convenient requests for repairs which minimise disruption to the tenant.
- Take account of differing customer service needs and preferences.
- Take account of future planned maintenance programmes when deciding on repair or replacement of defective components.
- Provide easily accessible information for customers on our repairs service.
- Maintain effective contact with customers keeping them informed of progress with their repairs requests.
- Maximising the useful life of the properties and their components.
- Establish and maintain efficient and effective repairs and maintenance procedures.
- Provide sufficient appropriately trained staff and adequate administrative resources to implement the policy, efficiently and effectively.
- Ensure that the required service is provided within the available budget.
- Ensure that there is proper monitoring and review of the policy, service delivery and budgetary control by the Board .
- Adopt legally correct practice at all times.
- Involve tenants and service users in reviewing our service wherever possible.
- Achieve Value For Money

### 4. LANDLORD AND TENANT RESPONSIBILITIES

4.1 Section 5 of Thenue's Scottish Secure Tenancy sets in some detail both the landlord and tenant's repairs and maintenance rights and responsibilities. Tenants in all cases should refer to their tenancy agreement in the first instance.

4.2 **Thenue's responsibilities** - Some of Thenue's key responsibilities in respect of this repairs policy are set below:

*"5.2 Before the start of the tenancy, we will inspect your house to ensure that it is wind and watertight, habitable and, in all other respects, reasonably fit for human habitation. If repair 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.*

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.*

5.8 *We will:*

- *keep in repair the structure and exterior of the house including:*
  - *drains, gutters and external pipes (this does not include the clearance of blockages caused by a tenant's negligence)*
  - *the roof*
  - *outside walls, outside doors, windowsills, window catches, sash cords and window frames, including external painting and decoration*
  - *internal walls, floors and ceilings, doors, door frames and internal staircases and landings (but not including painting and decoration)*
  - *chimneys, chimney stacks and flues (but not including chimney sweeping)*
  - *pathways, steps or other means of access*
  - *plasterwork*
  - *internal garages and stores*
  - *boundary walls and fences*
  
- *keep in repair and in proper working order, any installations we have provided for space heating; water heating and sanitation and for the supply of water, gas and electricity including:*
  - *basins, sinks, baths, toilets, flushing systems and waste pipes, showers, water tanks;*
  - *electric wiring, fireplaces, fitted fires and central heating installations, door entry systems, communal TV aerials and extractor fans;*

5.13 If we cause damage to the house or your property in connection with repairs, inspections, improvements or entry, we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any reasonable extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay.

4.3 **Tenant Responsibilities:** In ensuring that tenants meet their obligations Thenue will make tenants aware :

- Of their responsibility to report promptly all repairs to the Association as described in the Tenancy Agreement.
- Of their responsibility to make good repairs and damage to the areas shown below which are listed as the tenants' responsibility in the Scottish Secure Tenancy Agreement.
  - *internal decoration.*
  - *damage to glass (unless it is the result of vandalism by people other than the tenant or those the tenant is responsible for).*
  - *lost keys.*
  - *repairs arising from forced entry - resulting from key loss.*
  - *wilful damage to sinks or sanitary ware.*
  - *tenant misuse leading to choked sinks or sanitary ware.*

- *batteries for smoke alarms other than annual replacement*
- *waste plugs/chains for baths, wash hand basins and sinks.*
- *Any other repair/replacement (not specified above) which is the result of damage/loss caused by misuse, vandalism, carelessness or negligence committed by the tenant, members of their household or visitors for whom they are responsible.*
- Of their responsibility to have home contents insurance to protect their decoration, fittings and possessions. Thenue will only re-instate our fixtures and fittings when a property has been subject to fire, leakage from a pipe or appliance, flood etc.
- That they will be recharged for the cost of repairs resulting from acts of vandalism by them or by people they are responsible for.
- Of their responsibility (included in the Tenancy Agreement) to report all acts of vandalism or criminal activity which results in damage to Association property to the police within 24 hours. Thenue reserve the right not to instruct certain repairs if the tenant refuses to report vandalism or theft to the police.
- That we may recharge tenants in cases where they have used Association contractors to have Emergency repairs done which were not genuine emergencies, the tenant did not provide access or were the tenant or owner's responsibility.
- That where infestations occur in tenanted property Thenue's staff will consider, in the absence of any local authority service, whether it is appropriate in the circumstances for Thenue to instruct remedial work.

#### 4.4 **Policy on Repairing Certain Property Components**

In addition to section 4.3 above, clarification is also required for the responsibility for repair/replacement of some specific property components:

##### 4.4.1 **Repairs Arising from Legally Forced Entry by the Police.**

Where the Police have caused damage to Thenue property by forcing access through the front door to a tenant's home, we will:

- a) Advise the tenant to carry out necessary remedial work themselves (they will then be responsible for the security of that entrance door)

In exceptional circumstances we may instruct a necessary repair to make safe but recharge the full cost of this work to the tenant (the tenant will normally be expected to make a significant contribution towards the cost of the repair/replacement before the work is instructed).

##### 4.4.2 **Replacement of Coloured Bathroom Suites**

If one component of a coloured (non-white) bathroom suite requires to be replaced Thenue will replace with a white bathroom suite.

##### 4.4.3 **Replacement of Kitchen Units and Fittings**

Thenue will endeavour to match existing units when replacing defective single units, worktops, handles etc. Full replacement of all units will normally only take place during planned replacement programmes.

##### 4.4.4 **Repair/replacement of TV Aerial/Satellite dishes**

Thenue will only repair or replace defective individual (non-communal) TV aerials/Satellite dishes and associated components where originally installed by Thenue. In all other cases the tenant is responsible for defects or upgrading.



#### 4.4.5 Replacement of Glazing Units

Thenue will process replacement of external panes as non-emergency repairs where the internal pane is intact. Where glazing is broken through we may initially board a window to make safe.

### 5. DELIVERY OF THE REPAIRS SERVICE

#### 5.1 Reporting Repairs

Thenue will maximise the opportunity and methods for tenants and other customers, as appropriate, to report repairs to Thenue during and outwith office hours

#### 5.2 Processing Repairs Requests - Categories and Response Targets

Thenue will operate an appropriate system for the processing of internal house and common repairs. All repairs will be accurately recorded, acknowledged, inspected where appropriate and checked all within the approved timescales. Where a customer is not offered an electronic survey in their home, tenants will be offered the opportunity to complete a customer satisfaction survey for all internal house reported repairs.

All internal non emergency house repairs will be by an appointment based system. Repairs by Appointment are those internal non emergency repairs which would normally fall into the category of urgent or routine repair but where an appointment of a specific date and time slot to suit the convenience of the Tenant is offered.

##### 5.2.1 Repairs Categories

All internal house and common area repairs will be categorised using the following groups:

**Emergency Repairs:** are those where there is a risk to safety, danger to health and to prevent serious damage to the building or where there is a total loss of services to the property.

**Non Emergency Repairs:** are those where there is a partial loss of a service to the tenant that affects the comfort or convenience of the tenant or where not carrying out the repair will result in further damage to the property.

##### 5.2.2 Response Targets

Thenue, with the assistance of our contractors, will aim to meet the following targets for the completion of repairs.

**Emergency Repairs:** Our contractor will attend and make safe (or aim to restore services) within 2.5 hours . A follow up Non-Emergency job line may be created to fully complete the repair.

**Non Emergency Repairs:** The Contractor will attend within the appointment (date and time) slot agreed with the tenant. Most repair appointments will be within a 2 hours time slot. External Repairs will be completed within 10 working days.

#### Void Repairs

Our Void Management Policy will set out our targets for completion of void repairs.

**Right to Repair:** We will operate within the Scottish Secure Tenants (Right to Repair) Regulation 2002, which provides a statutory scheme covering 'All Tenants' and recognises the circumstances where tenants should be compensated when

qualifying repairs are not completed within a set period identified in the schedule. It also allows tenants to use another contractor if the originally designated contractor fails to respond within the set period relating to the repair. Our Tenants Right to Repair Policy sets out our approach in more detail.

### 5.3 **Quality Control**

Thenue Housing will:

- 5.3.1 Check a minimum of 10% of all repairs which includes jobs selected at random, all common area repairs and all repairs over an agreed value as set out in Thenue's Financial Regulations to ensure that quality standards and value for money are being met.
- 5.3.2 The outcome of post inspections will be monitored and analysed

### 5.4 **Repair Budgets**

Thenue Housing will:

- 5.4.1 Determine detailed reactive repairs budgets annually and review quarterly
- 5.4.2 Establish and operate procedures for the continual monitoring of these budgets.

### 5.6 **Insurance**

Thenue Housing will have in place a comprehensive block buildings insurance policy and an internal procedure which will set out in detail our response to repairs where a subsequent insurance claim is required. Claims will be made according to current insurances excess thresholds.

### 5.7 **Re-Charging Repairs**

Thenue Housing has a separate Recharging Repairs Policy which sets out in detail the circumstances where we will recharge tenants and other residents for repairs.

In appropriate circumstances Thenue will as a last resort, carry out repairs for which the tenant is responsible in line with our Rechargeable Repairs Policy by specifically:

- re-charging them for the cost of the work, including an appropriate sum to cover administration costs.
- offering the tenant the opportunity to pay the amount due in full or to make an arrangement for the sum to be paid in agreed instalments.
- ensuring the amount due is collected and take action against tenants who fail to pay.

### 5.8 **Improvements and Alterations Made by Tenants**

Thenue Housing will:

- 5.8.1 Ensure all tenants are aware that before any work is undertaken they must apply in writing for permission to improve/alter their home:
  - to the Association in every case
  - to all other necessary organisations (Building Control, Planning etc) as applicable to the alteration works proposed
- 5.8.2 Not unreasonably withhold such permission but may attach conditions to the consent in relation to the factors set out in 5.8.5 below.
- 5.8.3 Respond in writing within 4 weeks of a written request being received giving the Association's decision, and:
  - where a decision cannot be given within 4 weeks, advise the tenant of the delay, and reasons for this.

- where permission is not given, advise the tenant of the reasons for the refusal and how to appeal against the decision.

5.8.4 All tenants refused permission will have the right to appeal and their appeal will be considered by the Head of Housing. Thereafter a formal complaint can be pursued from stage 2 of our Complaints Process.

5.8.5 When considering a request to alter a property, take into account a range of factors including:

- any impact on the future lettable of the property.
- the permanency of the alteration and the ability to reinstate the original position.
- future maintenance liability.

5.8.6 Ensure that all alterations or improvements are:

- inspected before work starts and inspected on completion to ensure conditions have been met.
- recorded on our file management systems.

5.8.7 Not take such alterations/improvements into account when determining rent levels, during that tenancy

5.8.9 Implement a policy to compensate tenants, at the end of a tenancy, for 'improvements' which have increased the rental value of the property. (see Policy on Compensation for Tenants Improvements)

5.8.10 Responsibility for maintenance and repair of alteration/improvement.  
If a repair or replacement of a tenant installed component is required then the tenant is responsible for arranging and paying for this work. Subsequent tenants will not be responsible for maintenance or repair of this component.

5.8.11 Satellite Dishes:

Tenants must seek our permission to erect a satellite dish on Thenue property. Thenue reserve the right to remove/relocate any dish erected without our permission and recharge the tenant for the cost of doing this including any reinstatement/repair costs to our building.

## 5.9 **Contractor Selection and Tendering Procedures**

The selection of consultants and contractors will be in accordance with Thenue's Procurement Policy

Thenue will ensure that staff and contractors dealing directly with tenants follow the Association's code of conduct and equalities and diversity policy.

## 5.10 **Repairs service to non-tenanted properties:**

This policy will apply in full to all properties and tenancies except those where:

- the occupants do not have a Scottish Secure Tenancy or the property is leased to an agency to manage the tenancies or provide housing support on our behalf and different obligations of landlord and tenant both apply.
- properties owned or jointly owned with other residential and commercial owners as Thenue do not carry out internal repairs to such properties

## **6. FINANCIAL CONTROL**

- 6.1 An annual maintenance budget will be approved by the Board.
- 6.2 Monthly monitoring of expenditure on repairs against budget will be maintained. Actual expenditure and budget variances will be reported to the Board and Executive Team on a quarterly basis.
- 6.3 The Association's Financial Regulations will establish clear guidelines defining delegated authority to staff for repairs expenditure within budget, and clear procedures for authorising expenditure outwith budget.

## **7. INFORMATION**

- 7.1 We will make available to all tenants, current and relevant information on our Reactive Repairs Policy and associated procedures. This information will include response times for repairs and procedures for reporting repairs, emergencies, re-chargeable repairs, tenant alterations and all other relevant matters.
- 7.2 In addition we will make details available to tenants of the Association's complaints policy and of other remedies available to tenants if we fail in any of our responsibilities in this area.
- 7.3 We will encourage feedback from tenants and staff as part of our commitment to continuously improve our service. The Association will issue Repair Satisfaction Forms for all house repairs reported by tenants if not already surveyed by the contractor's operative on their pda.

## **8. TRAINING**

- 8.1 The Area Services& Repairs Manager is responsible for ensuring all staff involved in the repairs process are adequately trained in the Association's procedures and our legal obligations.

## **9. PERFORMANCE MONITORING**

- 9.1 The Head of Housing and/or the Area Services & Repairs Manager will report regularly to the Board on the Association's performance against agreed targets, standards and budgets.
- 9.2 Any amendments to this policy will be submitted to the Board for approval.

## **10. CONSULTATION**

Area Associations, our Tenant Scrutiny Panel and other tenant groups will be consulted on any significant changes to this Policy.

## **11. RESPONSIBILITY**

The Area Services & Repairs Manager is responsible for ensuring this policy is implemented on a day to day basis. The Head of Housing is responsible for monitoring and reviewing this policy.

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## 1. POLICY STATEMENT

- 1.1 In appropriate circumstances Thenue will as a last resort, carry out repairs for which the tenant is responsible in line with this Policy by specifically:
- re-charging them for the cost of the work, including an appropriate sum to cover administration costs.
  - offering the tenant the opportunity to pay the amount due in full or make a significant contribution towards costs and make an arrangement for the remainder sum to be paid in agreed instalments.
  - ensuring the amount due is collected and take action against tenants who fail to pay.
- 1.2 Thenue's approach on rechargeable repairs is to seek to minimise the circumstances where tenants have to be recharged for repairs but to apply charges where the Association has incurred significant costs which are the responsibility of the tenant.
- 1.3 This policy is supplementary to the Reactive Repairs Policy.
- 1.4 This policy was subject to consultation with Area Associations and other residents groups.

## 2. POLICY BACKGROUND

- 2.1 Thenue has developed this policy taking into the Scottish Social Housing Charter. The Scottish Social Housing Charter outcomes most relevant to this policy are:
- 5: Repairs, maintenance and improvements  
Social landlords manage their businesses so that:
- tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.
- 13: Value for money  
Social landlords manage all aspects of their businesses so that:
- tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

## 3. RECHARGING REPAIRS

- 3.1 Thenue will seek to minimise the requirement to issue rechargeable repair accounts by:
- Ensuring that the tenant completes all necessary works to bring a house up to a lettable standard prior to a transfer to another Thenue property being approved.
  - Providing appropriate information to tenants on their responsibilities and on the Associations procedures for reporting repairs.
  - Giving, where appropriate, an opportunity for the tenant to arrange for the repair to be completed rather than instructed and billed by Thenue.
- 3.2 Thenue may apply charges where the Association has carried out repairs which it considers the tenant (or owner/sharing owner) should pay for because they arose out of:
- neglect, wilful damage or carelessness
  - criminal activity
  - Non-standard alterations made to the property by the tenant

- misuse of Thenue's Repairs Service (e.g. the tenant has used the out of hours emergency service for work that was not an emergency, was a new build defect or was the tenant's responsibility).

3.3 Repairs are carried out to common areas for which other owners share a responsibility under the terms of the titles to the property. These repairs are dealt with in greater detail in the Policy on Factoring.

3.4 **Repairs Arising from Legally Forced Entry by the Police. (as per repairs policy)**

Where the Police have caused damage to Thenue property by forcing access through the front door to a tenant's home, we will:

- b) Advise the tenant to carry out necessary remedial work themselves (they will then be responsible for the security of that entrance door)

In exceptional circumstances we may instruct a necessary repair but recharge the full cost of this work to the tenant (the tenant will normally be expected to make a significant contribution towards the cost of the repair/replacement before the work is instructed).

#### 4. DISCRETION TO RECHARGE

4.1 The Association recognises that recharging the cost of repairs to tenants may not always be appropriate and discretion is delegated to the Area Services & Repair Manager or the Head of Housing to decide whether a recharge should be applied and whether the full cost should be levied.

4.2 Where discretion is used to decide not to levy a recharge where it could have been applied, the person exercising this discretion will record the reason for the decision on the property or repair notes.

4.3 Factors to be considered in deciding whether or not to levy a recharge will include:

- Age of the tenant
- Tenant's understanding of their responsibility
- Particular circumstances of the situation under which the repair was carried out
- The type of the repair carried out
- Any history of previous rechargeable repairs
- The existence of any other debt such as rent arrears or outstanding repairs recharges and the tenant's payment record towards them.

#### 5. FINANCIAL ASPECTS OF RECHARGES

5.1 The cost of the works including VAT, if recharged, will be subject to a minimum charge of £10.

5.2 An administrative fee will be added to the amount calculated above in the sum of 20% of the cost (including VAT) subject to a maximum administration charge of £35. Where payment in full is made by the tenant in advance of works being carried out, then no Admin Fee will be applied.

5.3 Where the repair is minor in nature and the tenant is unwilling to pay in advance, the tenant may be advised to carry out the work themselves because of the administrative costs which will be applied.

- 5.4 Tenants will be issued with an invoice for payment for each rechargeable repair. Staff will also, where more than one account exists, decide which account payments made will be set against (unless specified by the tenant). Recharges may be applied at any time both during a tenancy or subsequently.

## **6. RECOVERY OF RECHARGES FOR REPAIRS**

- 6.1 Staff will seek to recover the costs from tenants in a manner which does not cause undue hardship.
- 6.2 Staff will make arrangements with tenants, in appropriate cases, to recover the cost over a period of time with the tenant paying by regular instalments, the instalment amount varying according to the circumstances of the tenant concerned.
- 6.3 Rechargeable Repair debts may be written off in accordance with our policy on write-offs and bad debts.
- 6.4 Tenants will be given every opportunity to clear their debt but the Association will, in appropriate circumstances, refer the debt to a debt recovery agency (registered with Association) or take court action where no arrangement has been made or honoured to clear the debt.
- 6.5 Where a decree is granted by the court for recovery of the debt, the Association will consider wage arrestment or small claims action as a means to recover the debt.

## **7. INFORMATION**

Information on our Recharging Repairs Policy and associated procedures will be available in each of our local offices.

## **8. TRAINING**

- 8.1 Staff dealing with the rechargeable repairs will be given training appropriate to their needs and to the needs of the Association to ensure the policy is implemented appropriately

## **9. PERFORMANCE MONITORING**

- 9.1 The Income Maximisation Team will regularly monitor and take appropriate action on outstanding rechargeable repair debts.
- 9.2 The Board will receive a report on a quarterly basis on rechargeable repairs debts.

## **10. CONSULTATION**

Area Associations and other tenant groups will be consulted on any significant changes to this Policy.

## **11. RESPONSIBILITY**

- 11.1 Income Maximisation and Area Services & Repairs Managers are responsible for the implementation of this Policy and ensuring all staff are aware of the Policy and its implications.
- 11.2 The Head of Housing is responsible for the review of this Policy.

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## 1. INTRODUCTION

- 1.1 This statement outlines Thenue's policy to enable the Right to Repair legislation to be implemented. The policy reflects the association's commitment to ensuring tenants receive a quality repairs service, and that the association complies with the legislation.
- 1.2 The scheme details the rights of all the association's tenants to have certain repairs carried out within prescribed timescales, the remedies they are entitled to in the event these timescales are not met, and the procedures for implementing the scheme.
- 1.3 The Scottish Social Housing Charter most relevant to this policy are:
  - 4: **Quality of housing**  
Social landlords manage their businesses so that:
    - tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) by April 2015 and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair.
  - 5: **Repairs, maintenance and improvements**  
Social landlords manage their businesses so that:
    - tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.
  - 13: **Value for money**  
Social landlords manage all aspects of their businesses so that:
    - tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

## 2. POLICY OBJECTIVES

We will :-

- Ensure tenants are made aware of the provisions of the Right to Repair legislation.
- Ensure the timescales specified for carrying out the works as prescribed in the association's Tenants Rights to Repair Scheme, (in section 'qualifying repairs'), are incorporated into the term contracts for repairs.
- Ensure that all contractors carrying out repairs are made fully aware of the expectations of them in regard to qualifying repairs.
- Ensure all contractors are aware that the association will recover costs incurred under the Scheme from them where appropriate.
- Ensure appropriate deductions are made from contractors' accounts.
- Monitor the level of failure to meet the terms of the scheme and take appropriate action.

## 3. SCHEME OUTLINE

- 3.1 Certain specified small urgent repairs must be carried out within a prescribed timescale, failing which the tenant has the right to a flat rate compensation payment.
- 3.2 If the contractor fails to start the works of a qualifying repair within the prescribed timescale, the tenant has the right to instruct another contractor, from the association's list, to carry out the works.
- 3.3 In the event the second contractor also fails to meet the specified timescales, further compensation on a daily basis is payable.

#### 4. QUALIFYING REPAIRS

4.1 Only repairs costing up to £350 may be qualifying repairs.

4.2 The following list sets out the types of repairs which, subject to 6.1 above, will be qualifying repairs and the timescales within which they must be carried out. "Days" refers to working days.

Qualifying Repair	Statutory Timescale	Thenue Timescale
Blocked flue to open fire or boiler	1 day	1 day
Blocked foul drain or soil stack.	1 day	1 day
Blocked toilet pan if no other working toilet in the house	1 day	1 day
Leaking foul drain, soil stack or toilet pan.	1 day	1 day
Blocked sink, bath or drain	1 day	1 day
Total loss of electric power	1 day	1 day
Partial loss of electric power	3 days	3 days
Insecure external window	1 day	1 day
Insecure external door	1 day	1 day
Insecure lock	1 day	1 day
Unsafe access path or step	1 day	1 day
Leaks/flooding from water/heating pipes, tanks/cisterns	1 day	1 day
Loss or partial loss of gas supply	1 day	1 day
Loss or partial loss of space or water heating where no alternative heating is available	1 day	1 day
Toilet not flushing where no other toilet in the house.	1 day	1 day
Unsafe power or lighting socket or electrical fitting	1 day	1 day
Loss of water supply	1 day	1 day
Partial loss of water supply	3 days	3 days
Loose or detached banister or handrail	3 days	3 days
Unsafe timber flooring or stair treads	3 days	3 days
Mechanical extractor fan in kitchen/bathroom not working	7 days	3 days

#### 5. EXCEPTIONAL CIRCUMSTANCES

5.1 Where a contractor cannot carry out the works within the timescale for reasons outwith his control, or the Association cannot process the repair within the timescale for reasons outwith its control, it may be necessary to extend the maximum time allowed provided the Association notifies the tenant of this and the reasons for the extension.

5.2 Exceptional circumstances include:

- Severe weather conditions;
- Epidemic;
- Failure of the tenant to provide access for inspection or execution of the works;
- Threats to the safety of the Association's staff or the contractor's operatives.
- Parts required to be ordered to complete the repair
- Services can only be re-instated by a 3<sup>rd</sup> party

## **6. NOTIFICATION OF QUALIFYING REPAIR**

- 6.1 The tenant will be advised in writing when they report a repair if it is a qualifying repair and details of any actions they can take according to Right To Repair Legislation.

## **7. ALTERNATIVE CONTRACTORS**

- 7.1 The association will provide tenants reporting failure to start qualifying repairs with the name, address and telephone number of at least one alternative contractor.
- 7.2 The tenant has the right to have the alternative contractor carry out the works if the first contractor fails to start the job within the timescale for the qualifying repair.
- 7.3 The tenant may contact the alternative contractor directly to arrange the works but should advise the association at the first opportunity thereafter. Alternatively the tenant may request the Association to arrange the alternative contractor which request shall not be denied.
- 7.4 The alternative contractor shall be required to advise the association no later than the start of the next working day of any qualifying repair passed to him directly by the tenant.
- 7.5 The association will issue a new works order to the alternative contractor. It is important to note that the timescale for the qualifying repair restarts from the date the alternative contractor is notified of the job, and the alternative contractor is not required to carry out the works any quicker.

## **8. COMPENSATION**

- 8.1 If Thenue's usual contractor fails to start the qualifying repair within the time limit set, the tenant may then instruct another contractor from Thenue's list to carry out the repair. The other contractor will advise Thenue that the tenant asked the contractor to carry out the repair. Thenue in such circumstances will then pay the tenant £ 10 compensation for the inconvenience caused.
- 8.2 If Thenue's usual contractor has started, but not completed, the repair within the maximum time Thenue will also pay £10 compensation to claimants under the scheme.
- 8.3 Thenue's alternative contractor will be given the same length of time to carry out the repair as our usual contractor. If this contractor fails to carry out the repair within the time limit set Thenue will pay the tenant a further £2 compensation per working day until the repair has been completed up to a maximum compensation payment of £50 for any one repair.
- 8.4 If the tenant is in arrears of rent, any compensation payable may be offset against arrears.
- 8.5 All compensation resulting from a contractor's failure to meet the target timescales shall be recovered from that contractor by the association.

## **9. IMPLEMENTATION**

- 9.1 All relevant contractors will be reminded of their responsibilities under this policy and the association's Right to Repair Scheme.
- 9.3 The association's computerised repairs system will be used to identify qualifying repairs.

- 9.4 Customer Repairs Receipts will advise whether the repair qualifies under the scheme, and the tenants rights if it does, the actions they should take in the event of the contractor failing to meet the timescale, including the contact details for the second contractor.
- 9.5 Works orders will advise the contractor if the repair is a qualifying repair under the terms of the scheme.

## **10. CONSULTATION**

Area Associations and other tenant groups will be consulted on this policy.

## **11. RESPONSIBILITY**

- 11.1 All staff dealing directly with customers are responsible for ensuring that this policy is implemented.
- 11.2 The Head of Housing is responsible for monitoring and reviewing this policy.

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## **1. INTRODUCTION**

1.1. Internal decoration of a dwelling is the responsibility of the tenant. However, Thenue Housing recognises that there are circumstances where it is desirable to provide assistance to tenants with initial decoration or restoration of decoration. These are:

- a) Where a decoration allowance or package for a void property is considered to be a letting incentive; and
- b) Where decoration in a tenanted house is damaged by the carrying out of major repair works.

1.2. This Policy sets out the circumstances under which assistance may be provided by the Association, and how this will be provided and controls applied.

## **2. POLICY BACKGROUND**

2.1 There is no legal obligation on the Association under the terms of the Housing (Scotland) Act 2001 or of the Scottish Secure Tenancy Agreement, but it has been recognised that assistance with decoration can be an incentive to prospective tenants.

2.2 The Housing (Scotland) Act 2001, Schedule 4 places an obligation on the Landlord to ensure the house is and remains “wind and watertight and in all respects fit for human habitation” and to carry out such works as are necessary to do so and further must “make good any damage caused by the carrying out of the work”. It is considered that, in the case of major works, this implies an obligation to make good damage to decoration.

## **3. POLICY OBJECTIVES**

3.1 This Policy is intended to set out the basis on which assistance with decoration may be given to tenants.

## **4. APPLICATION OF THE POLICY**

4.1 Where applicable, the Association will seek to have the necessary decoration carried out by the outgoing tenant as part of their tenancy obligations before leaving the property, or the incoming tenant in the case of a new let. For new tenants, the Association may provide assistance with the cost of purchase of decorating materials or provide a decoration pack.

4.2 Where the tenant or prospective tenant is an elderly or disabled person who has no able-bodied member of their household to help decorate, the Association may carry out decoration work.

4.3 The Association will not carry out decoration or issue decoration allowances where the incoming tenant is one of the parties to a mutual exchange or is succeeding to the tenancy following the death of the previous tenant or is having the tenancy assigned to them by the outgoing tenant.

## **5. USE OF DECORATION ALLOWANCES**

5.1 Decoration allowance/packs will only be a contribution towards the cost of materials (wallpaper, paste and paint etc) and equipment for application (brushes, cleaners etc). No allowance will be made for the cost of carrying out the work.

- 5.2 Where a tenant is entitled to a decoration allowance/pack under the terms of this Policy and has outstanding debts with the Association, the Association reserves the right not to issue the allowance to the tenant, but to use it to offset the debt or part of the debt. If the amount of the allowance is greater than the debt, the balance will be issued to the tenant.

## **6 FORM OF THE DECORATION ALLOWANCE/PAINTPACK**

- 6.1 To ensure control over the use of the allowance, this will be given in the form of a voucher or Paint Pack to a value based on individual rooms; apartment sizes or agreed rates which will be determined by the relevant Officer to agreed expenditure level.
- 6.2
- 6.3 The Association will order a decoration package or will pre-purchase quantities of the retailer's own vouchers.
- 6.4 Tenants will be able to choose from the full range of papers and paints available in the retail outlets, but, if the value of the goods chosen exceeds the value of the decoration allowance, the tenant must pay the difference direct to the retailer.

## **7. ASSESSMENT OF DECORATION ALLOWANCE**

### **7.1 Void Properties**

- a) Where considered desirable to encourage acceptance of an offer of a property, the Officer or Assistant shall can consider a decoration allowance, initially based on set values outlined in our Paint Pack or if appropriate an agreed amount based on the condition of the property.
- b) However, the allowance does not require to fully reflect the decorative condition of the property.
- c) The amount of this allowance may be adjusted by the Area Services & Repairs Manager or Head of Housing if, in their opinion, such adjustment is justified.
- d) The Area Services & Repairs Manager may approve redecoration of the property by a partner agency/contractor where this is likely to lead to a reduction in refusals and/or assist the sustainability of the new tenancy.

### **7.2 Major Repairs**

- a) An allowance will be given to the tenant in respect of damage to decoration resulting from carrying out of major repairs.
- b) The allowance will be only in respect of the decoration actually damaged or significantly affected by adjacent damage such that local remedial work is not possible.
- c) An appropriate member of the Property Services Team will assess the damage to decoration, will determine the allowance and issue vouchers to the tenant based on agreed rates and authorised expenditure levels.
- d) The Property Services Manager may adjust the assessed allowance if considered justified.



### 7.3 **Post Inspection**

Staff may carry out post-inspections of the work carried by the tenant to ensure that they have used the decoration allowance for the purpose intended and that the work is to an acceptable standard.

Where the tenant has failed to use the allowance for decoration or has decorated to an unacceptable standard the Association may consider recharging them the value of the allowance. Please see the Recharging Repairs Policy for further information.

## **8. INFORMATION**

Information on our Decoration Allowances Policy and associated procedures will be available in each of our offices.

## **9. TRAINING**

Staff dealing with decoration allowances will be given training appropriate to their needs and to the needs of the Association to ensure the policy is implemented appropriately.

## **10. PERFORMANCE MONITORING**

Reports will be produced as required by the Area Services & Repairs Manager and as required by the Property Services Manager on the number and cost of decoration allowances issued to ensure we are using allowances in the most effective manner and that their use is providing us with value for money.

## **11. CONSULTATION**

Area Associations and other tenant groups will be consulted on any significant changes to this Policy.

## **12. RESPONSIBILITY**

12.1 The Head of Housing is responsible for the monitoring and review of this policy.

12.2 The Area Services & Repairs Manager and Property Services Managers are responsible for ensuring the implementation of this policy and supporting procedures by their staff, and for the maintenance of all the necessary records on our IT system to enable the compilation of regular reports on performance.

12.3 Designated Housing staff are responsible for day-to-day management of decoration allowances.

11.4 The Property Services Manager will be responsible for monitoring and reporting on the Scheme in respect of Major Repairs Projects.

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## Compensation for Tenant's Improvements Index

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## 1. INTRODUCTION

This policy statement sets out the principles for the Association's scheme covering right to compensation for authorised improvements. The policy takes account of The Scottish Secure Tenants (Compensation for Improvements) Regulations 2002.

## 2. CRITERIA

2.1 The following tenants are eligible to be considered for compensation:

- A tenant (or joint tenant) who terminates the tenancy and is not followed by a successor tenant or spouse.
- A successor tenant or spouse who has inherited a qualifying improvement. The successor tenant will only be eligible for compensation when the tenancy is terminated:
- The personal representatives of a deceased tenant (other than a successor).

2.2 A transfer of tenancy either between spouses or from parent to son/daughter does not necessarily constitute an end of tenancy. Compensation should not generally be paid where the tenancy transfers to another member of the tenant's household as the tenancy will not be treated as terminated unless the house is vacated by the person claiming compensation. However, in cases where a tenant terminates his/her tenancy and a new tenancy agreement is signed by a spouse or son/daughter, compensation can be made and the rent for the new tenancy calculated.

2.3 In the event of a mutual exchange, if the outgoing tenant has undertaken an improvement which would qualify for compensation and both tenants sign a new missive, then compensation can be made for the former tenant's improvement. The Association will subsequently be eligible to apply an increased rent to the incoming tenant, if it so wishes.

2.4 Any tenant who abandons his/her tenancy will not be eligible for compensation.

2.5 In the case of assignation of tenancy, the house must be vacated by the tenant claiming compensation before it will be considered. The Association will subsequently be eligible to apply an increased rent to the incoming tenant, if it so wishes.

## 3. QUALIFYING CONDITIONS

3.1 Alterations made without the landlord's consent do not qualify for compensation. However, our permission will not be unreasonably withheld and will normally be granted subject to the following conditions:

- The Association requires to be satisfied that any proposed improvement will meet relevant standards in respect of materials, safety and workmanship. Manufacturer's recommendations for installation and maintenance must be adhered to and work must be undertaken by recognised contractors, e.g. Gas Safe/CORGI registered for gas installations;
- An unreasonable level of subsequent maintenance must not be incurred;
- The complete improvement work must not detract from the future letting of the property. The cost of any upgrading required:
  1. to enable the Association to relet the property,

2. to bring the component/s up to SHQS standard should be deducted from the amount of compensation payable to the tenant.
- 3.2 For those tenants forming part of a stock transfer, documentary evidence will require to be submitted by the tenant detailing previous landlord's permission to carry out the alteration.
- 3.3 Work carried out must accord with the work for which consent was given.
- 3.4 Compensation will only be made upon termination of tenancy. The tenancy will not be treated as terminated unless the house concerned is vacated by the person claiming compensation.
- 3.5 Any improvement must not be provided simply for cosmetic purposes.
- 3.6 For all approved improvements the necessary building warrants and planning consents must have been obtained by the tenant. The work carried out must comply with the terms of these Approvals.
- 3.7 Compensation will not be payable in instances where the tenancy is terminated because the Association has obtained a Court Order to repossess the house on the grounds of the tenant's breach of tenancy conditions e.g. eviction for rent arrears.
- 3.8 The cost of any improvement grants received by the tenant shall be deducted from any compensation due.
- 3.9 The Association may from time to time, determine conditions to suit local circumstances or particular activities. For example, where a programme exists to install central heating, the Association may deem it inappropriate to approve the installation of central heating by a tenant.

#### **4. AMOUNT OF COMPENSATION**

- 4.1 The amount of compensation available is calculated on the basis of the tenants costs with a deduction for depreciation over the improvements notional life. These are defined in The Scottish Secure Tenants (Compensation for Improvements) Regulations 2002 Schedule - See Appendix 1 for list of qualifying improvements and notional life of each component. There is a linear depreciation over the period of the notional life of the improvement. The sum deducted from the costs are for completed years of the notional life; part of years are disregarded.

The formula for calculating compensation is as follows:

$$C \times \frac{(N-Y)}{N}$$

Where:

C = Cost of improvement work from which should be deducted the cost of any improvement grants received by the tenant

N = notional life of the improvement

Y = number of complete years or part of a year starting on the date on which the improvement was completed and ending on the date the tenancy ends.

### Example

Y - Tenant installs loft insulation 10 years ago

C - Cost of improvement work was £800

N - Notional life of improvement work is 20 years

### Calculation

$$C \times \frac{(N-Y)}{N}$$

$$800 \times ((10)/20)$$

$$800 \times (0.5)$$

Compensation payable = £400

- 4.2 The Association may make further adjustments by making an offer of compensation above or below the cost minus depreciation to reflect the following factors (where the final calculated sum is more than £100 - otherwise section 4.3 applies):
- a) If the cost of the improvement work was considered excessive for the standard of work and quality of materials used
  - b) If the deterioration in quality of the improvement is greater than would reasonably be expected by normal wear and tear.
  - c) If the improvement is considered to be of a quality significantly above that which the Association would expect to install.
- 4.3 Compensation will not be payable where the compensation which would otherwise be payable is less than £100. Compensation shall also not be payable to the extent the amount of compensation would exceed £4,000 per improvement.

## 5. CLAIMS FOR COMPENSATION

- 5.1 Claims for compensation shall be made in writing within 21 days of the tenancy coming to an end and contain sufficient information to enable the Association to calculate the amount of compensation payable.
- 5.2 Unless previously lodged with the Association and a receipt received, a copy of all receipted invoices for the works must be submitted with the claim.

5.3 Payment for compensation will be made within 56 days of receipt of this information or such period as agreed between tenant/landlord.

5.4 The tenant may set off against any compensation payable any sum owed to it by the tenant.

## **6. APPEAL PROCEDURES**

Disputes arising between tenant and landlord will be dealt with through the Association's published complaints procedures for dealing with disputes. Should the tenant be aggrieved at the outcome of the dispute as conducted through the Association's existing complaints procedures, then section 8.(2) of the 2002 Regulations noted above shall apply. The Tenant may also wish to contact the Public Sector Ombudsman for an independent ruling on their complaint.

## **7. ROLE OF COMMITTEE**

The Board will regularly review this policy.

## **8. MONITORING**

The Head of Housing will be responsible for monitoring the operation of the Policy and for reporting to the Board as necessary.

## **9. RESPONSIBILITY**

The Property Services and Area Services & Repair Managers will be responsible for implementing the Policy with the assistance of other relevant staff on a day-to-day basis.

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