

CLYDESDALE HOUSING ASSOCIATION LIMITED

Policy: Repairs & Maintenance Policy

Date: 31st August 2022

Lead Officer: Technical Services Manager

Review Date: October 2025

Regulatory Standards: Standard 2

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

Guidance

- 2.1 The RSL gives tenants, service users and other stakeholders' information that meets their needs about the RSL, its services, its performance and its future plans.
- 2.2 The governing body recognises it is accountable to its tenants, and has a wider public accountability to the taxpayer as recipient of public funds, and actively manages its accountabilities.
- 2.3 The governing body is open and transparent about what it does, publishes information about its activities and, wherever possible, agrees to requests for information about the work of the governing body and the RSL.
- 2.4 The RSL seeks out the needs, priorities, views and aspirations of tenants, service users and stakeholders. The governing body takes account of this information in its strategies, plans and decisions.
- 2.5 The RSL is open, co-operative, and engages effectively with all its regulators and funders, notifying them of anything that may affect its ability to fulfil its obligations. It informs the Scottish Housing Regulator about any significant events such as a major issue, event or change as set out and required in notifiable events guidance.

1. INTRODUCTION

1.1 Statement of Objectives

The Repairs & Maintenance Policy aims to ensure that the Association provides an effective housing maintenance service that complies with its landlord obligations in respect of housing maintenance.

Our objectives include:

- delivering a clear, comprehensive and fair housing maintenance service;
- ensuring that all properties are safe, secure and meet relevant standards;
- maintaining our stock in accordance with the relevant and applicable legal requirements placed on us and our responsibilities as set out in our tenancy agreement;
- providing an efficient, effective and value for money housing maintenance service aimed at prolonging the useful life of our properties and delivering customer satisfaction through high standards of service;
- collecting and using business intelligence on the condition of our stock and demonstrate that we are using this to make informed financial decisions to maintain and improve our stock;
- regularly reviewing our arrangements for the procurement of repairs and maintenance works, in line with current procurement legislation; and
- Taking positive steps to inform and listen to tenants about continuous improvements to our housing maintenance service.

1.2 Charter Indicators

In terms of the Scottish Social Housing Charter, the Scottish Housing Regulator has identified a number of key indicators relevant to housing maintenance by which it will measure landlord performance, including the following:

- Quality of housing –tenants’ homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) when they are allocated; are always clean, tidy and in a good state of repair; and also meet the Energy Efficiency Standard for Social Housing (EESH) by December 2020
- Repairs, maintenance and improvements – tenants’ homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.
- Value for money – tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay
- Equalities - 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.

1.3 Expected Outcomes

Key outcomes of operating an effective Repairs & Maintenance Policy include:

□ ensuring that properties are well maintained, safe, secure and in line with the SHQS and meeting our obligations in terms of the EESH; □ optimising customer satisfaction with service delivery; and □ Delivering value for money.

1.4 Informing and Involving Stakeholders

We will promote our Repairs & Maintenance Policy through our newsletter, website and tenant handbook. Where we plan to make significant changes to the policy, we will consult tenants through working groups or the Clydesdale Registered Tenants Organisation in line with our Tenant Participation Strategy.

1.5 Corporate Fit

1.5.1 Legislation and best practice

We will comply with all relevant legislation and associated regulations, including:

- The Housing (Scotland) Act 1987, 2001, 2010 & 2014;
- The Scottish Social Housing Charter.

Common law, statute and the contractual obligations within our tenancy agreement set out our responsibilities as landlord and those of our tenants. These are summarised in our 'Guide to Repairs' (see Appendix 2).

We expect our tenants to conduct their tenancies in a reasonable manner and not damage or allow any member of their household or visitor to their home to damage the property, either internally or externally. If a tenant has damaged their property or failed to take care of it, we will charge for the costs of repair.

Our Repairs & Maintenance Policy is consistent with our:

- Business Plan;
- Asbestos Management Policy;
- Stage 3 Medical Adaptations Policy;
- Asset Management Strategy;
- Risk Management Strategy;
- Corporate Procurement Strategy;
- Internal Financial Controls Policy;
- Void Management Policy

The following operational procedures are used to implement this policy on a daily basis:

- Gas Servicing procedure
- Right to Repair procedure
- Right First Time procedure
- Reactive Repairs Reporting flow chart
- Contractors Code of Conduct
- Alterations & Improvements Procedure
- Payment of Decoration Grants & Compensation procedure
- Decant & Insurance Claims procedure

1.5.2 Equalities

Clydesdale Housing Association operates under the overarching duty of a Registered Social Landlord to provide housing accommodation and related services in a manner which encourages equality of opportunity. In particular the observance of equal opportunity requirements as specified in the Housing (Scotland) Act 2001 and the Equality Act 2010.

We do not discriminate against applicants in any way either directly, indirectly or by association because of their age, disability, gender identify (reassignment), marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

To support our commitment to equality of opportunity an equality and human rights impact assessment has been carried out on this policy

1.5.3 Confidentiality

The Association recognises that confidentiality is important to tenants and will treat their tenancy information in the strictest confidence under the Data Protection Act 2018 and in line with The Association's Privacy Policy.

1.5.4 Business Plan and risk management

Our Business Plan reflects that the repairs & maintenance service is a key landlord responsibility. We seek to mitigate against business risk through managing our repairs & maintenance service in an efficient, effective and economic manner.

1.5.5 Delivery

The Technical Services Manager will oversee the implementation of the Repairs & Maintenance Policy and is responsible for key aspects of the day to day service delivery with delegation of specific tasks to appropriate staff.

We clearly define budgetary responsibilities and delegation of authority for Technical Services functions within our Internal Financial Controls Policy and Corporate Procurement Strategy.

The Technical Services Manager will carry out a monthly desktop review of repairs ordered as follows:

- review a random 5% sample of response repairs ordered;
- address any anomalies and take appropriate action, including updating procedures if necessary; and
- Note and review any significant fluctuations in the nature or volume of repairs ordered and take appropriate action.

In order to monitor the effectiveness of this policy, departmental targets, which are in line with the Scottish Housing Charter, will be used to measure a number of associated outcomes (see Appendix 1). We will routinely review and analyse the outcomes and make recommendations where changes are required.

The Association's Management Committee will receive regular updates on the implementation of the Repairs & Maintenance Policy in order that they can have reasonable assurance that it is operating effectively in practice. The Audit Sub Committee may also seek assurance in this regard.

2. KEY PRINCIPLES – REPAIRS & MAINTENANCE POLICY

2.1 Reporting and handling repairs

We have a number of elements within our Asset Management Strategy to ensure that our housing stock and related assets meet the needs and standards required now and in the future:

- planned renewals – replacing components towards the end of their life and before there is a requirement for significant response repairs;
- cyclical maintenance – complying with statutory requirements and preventing deterioration in the physical condition of the stock through routine maintenance programmes;
- Reactive repairs – addressing necessary day to day repairs as they arise and thereby preventing deterioration of the stock condition; and
- Void repairs – carrying out necessary repairs to houses as they become empty so that they meet the minimum lettable standard.

Our fully-trained Technical Services team will deliver all aspects of our Repairs & Maintenance service, including pre inspections as necessary, repairs ordering and post inspection of completed works.

We will carry out all repairs, which are necessary to:

- maintain the property in a wind and watertight condition;
- ensure that there is constant provision of services such as water, gas and electricity; and
- Maintain fixtures and fittings installed by us.

We provide a 24-hour service for reporting emergencies, for example defects that could be a risk to health or safety, or could lead to serious structural damage, such as:

- no heating;
- no electricity; or
- Burst pipes.

We will issue full instructions to our contractors for all repairs & maintenance work.

2.2 Arranging Access

Our contractors will arrange access, to carry out reactive repairs, on working days. A choice of morning or afternoon timeslots will be offered. Morning timeslots will cover 8am to 12noon and afternoon timeslots will cover 12noon to 5pm. They will contact tenants within 24 hours of the repair being reported.

Where more than one trade is required to repair a defect, the contractor will coordinate the work required and contact the tenant direct to agree suitable access arrangements.

If due to unforeseen circumstances a contractor is unable to keep the appointment, they will contact the tenant before the specific appointment time to explain the difficulty and to make an alternative appointment or access arrangements. We will continuously monitor how the contractor arranges access in order to refine how the service works and minimise service failures in the future.

The Technical Services Manager may determine that there are circumstances, such as severe weather, where we may require to temporarily suspend our repairs service. Where this occurs we will notify tenants, seek to minimise the period of suspension and reschedule appointments as quickly as practically possible once normal service resumes.

2.3 Tenant responsibilities

Certain repairs are the responsibility of tenants and these are detailed within our Guide to Repairs and Tenant's Handbook. The tenant will be advised in cases when such a defect is reported or inspected.

2.4 Rechargeable repairs

The cost of some repairs will be charged to the tenant. These are called 'rechargeable repairs'. The following items are classified as a rechargeable repair by the Association:

- Any accidental or wilful damage or neglect caused by a tenant, anyone living with a tenant or an invited visitor to a tenant's house.
- Where a "reactive" repair becomes a rechargeable repair. For example, where a contractor reports that he considers the damage was caused by the tenant.
- The Association will not carry out repairs specified as the tenant's responsibility contained within the relevant section of the Scottish Secure Tenancy Agreement
- Repairs identified as being the tenant's responsibility during the end of tenancy visit or void inspection
- Where a tenant has failed to provide access to a contractor and this has been validated by the Association
- Failure due to a component belonging to the tenant
- Where a tenant has carried out unauthorised alterations which require to be made good by the Association.
- Emergency repairs for outright owners and sharing owners where failure to do so would adversely affect the condition of an adjoining Clydesdale Housing Association property.
- Ad hoc reactive repairs where agreement has been reached between Clydesdale Housing Association, adjoining owners or sharing owners for example, a repair to a roof.
- Common repairs as defined by the Factoring Policy.

These definitions do not apply to damage caused by fair wear and tear or for acts of vandalism, provided the Police were called.

The Association will seek to recover all money due through rechargeable repairs. Where a tenant does not pay, their details will be passed to a Debt Collection Agency for recovery.

2.5 Prioritising repairs

Repairs requests will be prioritised based upon their urgency. We will use the following repairs categories and target timescales for responding:

Category	Type of repair	Overall timescale
Emergency repairs	To make safe or repair any defect/s that may deteriorate quickly into a health and safety issue or cause significant damage to the property if not attended to.	<input type="checkbox"/> Attend within 5 hours and make safe
Urgent repairs	To repair any defects that significantly detract from the tenant's use of the property and which would cause rapid deterioration if not attended to.	<input type="checkbox"/> Attend and complete within 2 working days
Routine repairs	Any repairs which are identified as responsive repairs and which cannot be delayed until a future cyclical maintenance programme or planned programmed renewal.	<input type="checkbox"/> Attend and complete within 7 working days
Right to Repair	Qualifying repairs as per legislation	<input type="checkbox"/> 1, 3 & 7 working days

Examples of 'Emergency Repairs' include the following:

- significant leaks from water or heating pipes, tanks or cisterns where the tenant is unable to stem the flow;
- significant water ingress to property where the tenant is unable to stem the ingress;
- choked toilet (where there is only one toilet in house);
- full loss of lighting and / or power dangerous electrical power or lighting socket, or electrical fitting; and
- Unsecured external door or window on a lower level.
- no heating;
- no water supply (no water coming from taps);
- unsafe power or lighting socket or electrical fitting;
- broken windows;

Examples of 'Urgent Repairs' include the following:

- partial loss of water supply;
- no hot water
- blocked sink, bath or basin;
- toilet not flushing (where there **is** more than one toilet in house);
- loose handrail;
- containable leaks from water or heating pipes, tanks or cisterns; unsafe timber flooring or stair treads; and
- Door-entry repairs.

'Routine repairs' include all other repairs that are the landlord's responsibility and that cannot be delayed until a future cyclical maintenance programme or planned programmed renewal.

The Association **may** choose to adjust the timescales of urgent repairs depending on the needs of the tenant. Decisions will be made based on the nature of the repair, the vulnerability of the tenant and potential effect on the property.

2.6 Right First Time

Due to the nature of some repairs, one or more visits maybe planned by the contractor to carry out the works. If the works are delivered as planned and discussed with the tenant, the repair is considered completed right first time. This includes all non-emergency repairs completed during the reporting year with the following exceptions:

- Emergency repairs
- Repairs where the work will be done as part of cyclical or planned maintenance
- Repairs to void properties
- Repair jobs where the tenant has failed to give access as arranged
- Rechargeable repairs for which the tenant is responsible
- Repairs deemed as "**complex**" by the Association. The following list of works are deemed to be **complex only**:
 - environmental works such as one off grass cuts
 - pest control treatments;
 - estate management requests such as removal of fly-tipping
 - Works which are the subject of an insurance claim
 - Works classified as Minor Works which require time to dry out before another trade can complete or have a value of over £750
 - Stage 3 adaptations
 - Asbestos works – testing and/or removal
 - Requests for inspections

In order to meet the definition of 'completed right first time' a reactive repair must be completed:

- Within the appropriate target timescale agreed locally; and
- Without the need to return a further time because the repair was inaccurately diagnosed and/or, the operative did not resolve the reported problem

2.7 Service interruption

The Technical Services Manager may determine that there are circumstances, such as severe weather, where we may require to temporarily suspend our normal repairs service. Where this occurs we will focus on tackling emergency repairs and suspend routine repairs and void repairs. When this happens, we will notify tenants, seek to minimise the period of suspension and reschedule repairs as quickly as practically possible once normal service resumes.

2.8 Pre inspections

With the exception of emergency repairs, we will inspect a repair if:

- the nature of the defect or source of the problem cannot be easily identified;
- the required repair is a recurring defect in other similar property types and may therefore need to be included in a cyclical maintenance project or other planned investment work;
- the defect is not a standard repairs item covered by our schedule of rates;
- we know, or reasonably suspect, that the tenant may have caused damage to the property; or
- The defect could lead to an insurance claim.

2.9 Post inspections

We will post inspect a sample of repairs. The sample for inspection will be based upon the following:

- all completed repairs costing in excess of £750;
- all completed repairs where there are complaints from tenants about the quality of a repair; or
- Where there is evidence that the contractor has performed poorly.

2.9 Right to repair

Tenants have a right to have small urgent repairs carried out within a given timescale. If we do not complete the work on time, tenants have a right to ask another contractor approved by us to carry out the work and may also be eligible for compensation. This is called the 'Right to Repair' scheme.

Qualifying defects / repairs	Maximum timescale
<input type="checkbox"/> Blocked flue to open fire or boiler	1 day
<input type="checkbox"/> Blocked / leaking foul drains, soil stacks, toilet pans (where there is no other toilet in the house)	1 day
<input type="checkbox"/> Blocked sink, bath or basin	1 day
<input type="checkbox"/> Complete loss of electric power	1 day
<input type="checkbox"/> Loss of electric power	1 day
<input type="checkbox"/> Partial loss of electric power	3 days
<input type="checkbox"/> Insecure external window or door lock	1 day
<input type="checkbox"/> Unsafe access path or step	1 day
<input type="checkbox"/> Significant leaks or flooding from water or heating pipes, tanks or cisterns	1 day
<input type="checkbox"/> Loss or partial loss of gas supply	1 day
<input type="checkbox"/> Loss or partial loss of space or water heating, where no other source of heating is available	1 day
<input type="checkbox"/> Toilet not flushing (where there is no other toilet in the house)	1 day
<input type="checkbox"/> Unsafe power or lighting socket or electrical fitting	1 day
<input type="checkbox"/> Complete loss of water supply	1 day
<input type="checkbox"/> Partial loss of water supply	3 days

<input type="checkbox"/> Loose or detached banister / handrail	3 days
<input type="checkbox"/> Unsafe timber flooring or stair treads	3 days
<input type="checkbox"/> Mechanical extractor fan in internal kitchen or bathroom not working	7 days

Further information on the right to repair is available within our Tenant's Handbook, on our website or on request at our office.

2.10 Right to compensation for improvements

This enables tenants to claim compensation for certain improvements that have been made to their home. Tenants must receive written permission before they can make any improvements. Compensation can only be claimed after the tenancy has ended.

The right to compensation applies to the following improvements:

- bath or shower;
- cavity wall insulation;
- double glazing;
- draught proofing of external doors and windows;
- insulation of pipes and loft;
- water tanks or cylinders;
- kitchen sink;
- rewiring;
- space or water heating;
- storage cupboards in bathroom or kitchen;
- radiators or valves;
- wash hand basin;
- Water Closet (WC); and
- Work surface for food preparation.

Tenants will not be eligible for compensation if they purchase their house under the Right to Buy.

Further information on the right to compensation for improvements is available within our Tenant's Handbook, on our website or on request at our office.

2.11 Repairs involving neighbouring homeowners

Where repairs are required to common parts that involve neighbouring homeowners, we will contact homeowners to advise them. We will encourage homeowners to participate in any common repairs works and contribute towards the costs as appropriate. However if emergency or essential works are required we may carry out the repairs first and recharge the homeowners afterwards in line with the Factoring Services Policy.

2.12 Repairs to vacant properties

We aim to relet our vacant properties quickly and to our Re-let Standard. This is covered within our Void Management Policy.

3. MISCELLANEOUS

3.1 Alternative Formats

On request, the Association will provide translations of all our documents, policies and procedures in various languages and other formats such as computer disc, tape, large print, Braille etc, and these can be obtained by contacting the Association's offices. The Association is a member of the Happy to Translate scheme.

3.2 Next Review

We will review the Repairs & Maintenance Policy every three years or sooner if required by statutory, regulatory or best practice requirements.

CLYDESDALE HOUSING ASSOCIATION LIMITED

REPAIRS & MAINTENANCE POLICY – TARGETS (Subject to change each financial year)

Key Performance Indicators	Response time from point of order	2019/20 Target
% of Emergency Repairs completed on time	5 hours	100%
% of Urgent Repairs completed on time	2 days	100%
% of Routine Repairs completed on time	7 days	95%
% of Right to Repair jobs completed on time (Response times:1 working day; 3 working days; & 7 working days as per guidance)	100%	100%
% of Void Repairs completed on time	72 hours	95%

GUIDE TO REPAIRS

INTRODUCTION

This is a guide to our housing maintenance service.

It tells you about:

- repairs that we must carry out by law (part 1);
- repairs that we will carry out as part of our landlord responsibilities (part 2);
- repairs that you must carry out as part of your tenant responsibilities (part 3);
- damage to your home (part 4);
- reporting a repair (part 5); and □ Other matters (part 6).

If you have any questions, please contact our Technical Services team at Clydesdale Housing Association. Our staff will be pleased to help you.

1. REPAIRS THAT WE MUST CARRY OUT BY LAW

This section tells you about the repairs that we must carry out by law.

We only repair things that we have supplied or fitted, or that we have agreed to maintain.

Inside your home we will repair:

- ceilings, floors and internal walls;
- hot and cold water systems (including boilers, immersion heaters);
- kitchen fittings (including drawers, shelves and work tops);
- the bathroom suite (including bath or shower, toilet and wash basin – where these have been provided by us and are not damaged by the tenant);
- heating systems;
- gas supply pipes and appliances (including water pipes, radiators, thermostats, pumps, etc);
- the electrics (including sockets, switches and hard-wired smoke detectors); and □ Ventilation systems.

Outside of your home we will repair:

- the structure of the house – for example, walls, the roof, chimneys, windows (including glass), front and back doors, gutters and down pipes;
- door locks and fittings;
- drains;
- stair lighting; and □ bin stores.

2. REPAIRS THAT WE WILL CARRY OUT AS PART OF OUR LANDLORD RESPONSIBILITIES

Each year we decide how much money we can afford to spend on repairs. This means that our policy on these items may change and we have to withdraw some services. Tenant will be notified if this is the case.

We only repair items that we have supplied or fitted, or that we have agreed to maintain.

Inside your home we are responsible for:

- insulation – for example loft insulation, pipe lagging and jackets on hot-water tanks;
- annual solid fuel servicing (**NOT** chimney sweeping), annual gas servicing
- ventilation systems, including extractor fans (except where the tenant has installed these);
- handles and latches to inside doors;
- internal banisters;
- adaptations provided for disabled people – for example, handrails and level access showers;
- common TV aerials

Outside of your home we are responsible for:

- door entry systems;
- glazing;
- floor coverings in common closes;
- light fittings above outside doors;
- communal stair lighting;
- footpaths, steps and driveways (except where the tenant has built these);
- slabs or chippings in shared drying areas;

- fences and gates;
- clothes poles and common rotary dryers;
- bin stores;
- communal parking areas;
- chimney stacks, pots and cowls;
- external meter cupboards;
- external paintwork;
- play areas (provided by us); and
- Retaining walls (provided by us).

3. REPAIRS THAT YOU MUST DO AS PART OF YOUR TENANT RESPONSIBILITIES

This is not a full list, but it shows some of the things that you are responsible for.

This means that you must arrange to pay for this type of repair yourself.

Inside your home you are responsible for:

- things that you have added or improved;
- decorating including minor plaster repairs;
- pelmets, curtain rails, coat hooks and pulley ropes;
- fireplace kerbs, tiles and ash pans;
- electric or gas focal point fires;
- toilet seats, plugs and chains for sinks and baths;
- floor tiles;
- electric plugs and fuses;
- light bulbs;
- tubes and starters for fluorescent lighting;
- testing smoke detectors and replacing batteries as required;
- public utility supply meters; and □ Insect/vermin infestation.

Outside of your home you are responsible for:

- replacement keys and key fobs,
- the garden;
- footpaths, steps and driveways (where the tenant has built these);
- garden sheds, greenhouses and external stores (where the tenant has built these);
- clothes lines / rotary drier lines;
- TV aerials and satellite dishes (not shared ones);
- public utility supply meters;
- Refuse bin/s

4. DAMAGE TO YOUR HOME

If you damage your home, even by accident, or do not take care of it, you will have to get the repair done and pay for it.

However, on some occasions, if we think that it would be better for us to do the repair, we will carry it out and send you the bill.

5. REPORTING A REPAIR

We are generally open from Monday to Friday during office hours. If you need to report a repair you can: ☐ phone us on 01555 665316

- call in to our office
- complete the form on our website at www.clydesdale-housing.org.uk ☐
email us at: mail@clydesdale-housing.org.uk

What we need to know

We need to know your name, address and phone number that you can be contacted on. We need to know what the repair is and how the damage has happened. Finally we need to know how our tradesmen can get in to fix it.

Dealing with your repair

When you report a repair, we will decide if:

- it is our responsibility or yours;
- it is an emergency, an urgent or a routine repair; and
- if one of our officers needs to see it before we can start work.

We will tell you if one of our officers needs to visit you. We will offer an appointment where possible.

Reporting an emergency repair

We run an Out of Hours emergency service for any repairs that could be a risk to health or safety, or could lead to serious structural damage to your house. Some examples of this are: ☐ no heating or hot water;

☐ no electricity; or ☐

Burst pipes.

Please only use the Out of Hours service for real emergencies. If you report an emergency without good reason, you will have to pay for the repairs that you have asked for.

What to do

- If you need to report an emergency repair, phone free on **XXXXX**
- Tell us:
 - your name, address and phone number;
 - what repair is needed; and
 - Where the repair is needed.

Gas leaks

If you think that you have a gas leak, phone Transco immediately for free on: **0800 111 999**.

- Don't smoke.
- Don't use naked flames.
- Don't turn electric switches on or off.
- Do open doors and windows to get rid of the gas.

Power cuts

If you have a power cut, please contact Scottish Power on **0845 27 27 999**.

Customer feedback

We are committed to improving our repairs service. So, we may contact you to find out what you thought of it.

Security

If anyone calls at your door to do a repair, ask to see their identification before you let them in. Do not let anyone into your home unless you are sure that they are genuine. If you are in any doubt, ring Clydesdale Housing Association's office.

6. OTHER MATTERS

Right to repair

Tenants have a right to have small urgent repairs carried out within a given timescale. If we do not complete the work on time, tenants have a right to ask another contractor approved by us to carry out the work and may also be eligible for compensation. This is called the Right to Repair scheme. Further information is available within our Tenant's Handbook, on our website or on request at Clydesdale Housing Association's office.

Right to compensation

This enables tenants to claim compensation for certain improvements that have been made to their home. Tenants must receive written permission before they can make any improvements. Compensation can only be claimed after the tenancy has ended, and if permission was sought beforehand.

The right to compensation applies to improvements as follows:

- bath or shower;
- cavity wall insulation;
- double glazing;
- draught proofing of external doors and windows;
- insulation of pipes and loft;
- water tanks or cylinders;
- kitchen sink;
- rewiring;
- space or water heating;
- storage cupboards in bathroom or kitchen;
- radiators or valves;
- wash hand basin;
- Water Closet (WC); and
- Work surface for food preparation.

Tenants will not be eligible for compensation if they purchase their house under the Right to Buy. Further information on the right to compensation for improvements is on request at Clydesdale Housing Association's office.

Insurance Claims

The Association is responsible for insuring the fabric of the building. We make sure we have adequate cover in place and revise the amount of cover we have on an annual basis.

It is the responsibility of the tenant to insure their contents – this includes all floorcoverings.

We will not automatically accept responsibility for damage caused to a tenants contents where they do not have contents insurance, or if their own insurer will not accept the damage as a valid claim, if the damage is caused by a fault in our property.

If you do not have contents insurance, we would strongly recommend that you get some. For example, if your home was damaged by a fire or flood we would repair the building, but we would not be responsible for decorating the inside or replacing your belongings.

You might be able to claim back the cost of some of the repairs from your contents insurance. This depends upon your insurance contract. Check your policy to see if you are covered for 'accidental damage'.

Damage caused as a result of maintenance work which is required (e.g. emergency events such as fire, flood or storm) should be referred to the tenant's home contents insurer. Insurance claims rejected by the tenant's insurer on the grounds that damage has been caused wilfully or through the tenant's neglect will not be considered by the Association for compensation payments.

Claims for compensation will be considered from tenants where damage has been caused to home contents through the Association's failure to resolve maintenance issues previously reported by the tenant. These claims will only be considered where the tenant has not caused the disrepair through wilful or accidental damage or neglect, and in circumstances where the tenant's insurer has rejected their claim on the grounds that the Association has been negligent in its maintenance responsibilities in some way. Each compensation claim will be assessed individually by the Technical Services Manager.

Decants

There may be occasions when it is necessary to decant a tenant. This is only likely to happen where there are major repairs being carried out or if the property has suffered damage as a result of a fire or flood, which cannot be carried out with the tenant in situ.

It is recognised that decanting is likely to cause inconvenience however, the Association will do what it can to minimise disruption to the tenant. A tenant will only be decanted out of necessity and the choice of alternative accommodation will be determined by the empty property available to the Association at that time.

If a tenant refuses to decant due to personal circumstances (i.e. care package in place for particular address), and arranges their own alternative accommodation, the Association will assess if a disturbance payment is still payable based on what rooms are unusable during the required works.

The tenant would not be expected to pay rent if the Association was not providing them with alternative accommodation.

Disturbance Allowances

Disturbance allowances may be paid in the following circumstances:

- Following comprehensive modernisation when a tenant has been decanted
- Where a tenant has been required to be decanted for other reasons, e.g. fire, flood etc. where the tenant is not responsible

Winter Gritting

South Lanarkshire Council is responsible for the majority of roads and footpaths throughout the Clydesdale area, this includes a number of the Associations developments. These are commonly referred to as “adopted” areas

The Association is responsible for all “non-adopted” areas within our estates

The Association has installed grit bins in all of our non-adopted estates and we replenish these bin with grit on an annual basis.

The Association **does not** carry out gritting on a reactive basis, i.e. at the request of tenants. The Association **does not** grit on a preventative basis, i.e. in anticipation of snow/frost

Tenants can use the grit provided in the grit bins to grit their own paths and common footpaths around their homes, if they wish and at their own risk.

Tenants are asked to advise the Association if the grit bin in their area needs filled again as the winter season progresses, and the Association will arrange to have this done.

The Association asks all tenants to assess if they really need to leave their homes during freezing conditions and to only do if so if it is absolutely necessary, bearing in mind the gritting policy set out above.

CHECKLIST OF LANDLORD AND TENANT RESPONSIBILITIES

August 2022

Description	Landlord	Tenant	Comments
Ant/insect infestation		✓	
Back Boiler	✓		
Banisters (internal)	✓		
Barges, fascias, soffit boards, etc.	✓		
Bath panels	✓		
Bathroom suites	✓		Unless installed by tenant
Baths	✓		
Bin stores	✓		
Brickwork, blockwork	✓		
Ceilings	✓		
Chimney stack / pots / cowls	✓		
Cisterns	✓		
Clothes poles	✓		
Communal areas to flats	✓		
Communal TV systems	✓		
Contents Insurance		✓	
Damp proof course	✓		
Decoration – internal		✓	
Door bell		✓	
Door entry system	✓		
Door name plates		✓	
Doors internal	✓		We do not alter doors after floorcoverings has been laid
Driveways	✓		Unless installed by tenant
Drying areas	✓		
Electric central heating system	✓		
Electrical appliances & plugs		✓	
Electrical wiring, sockets & switches	✓		
External door lock, fittings & furniture	✓		
External drainage	✓		
Fences & gates - boundary	✓		

Fences & gates - divisional	✓		
Fire – electric & gas		✓	
Floor coverings		✓	Tenants must cover via home contents insurance

Description	Landlord	Tenant	Comments
Gas central heating, water pipes, radiators, timers, thermostats, pumps, etc.	✓		
Glass – external	✓		
Glass to internal doors / screens	✓		
Immersion heaters	✓		
Keys & keys fob replacements		✓	
Kitchen fittings / worktops	✓		
Kitchen units & sink	✓		
Landing & stairs (communal or internal)	✓		
built in wardrobes	✓		Unless installed by tenant
Parking area (communal)	✓		
Path & steps giving access to property	✓		
Play area and equipment	✓		Only if owned by THE ASSOCIATION
Plugs & chains		✓	
Public utility supplies / meters/ teleswitches		✓	
Refuse / recycling / garden Waste Wheelie bin		✓	
Retaining walls	✓		
Roof coverings	✓		
Roof lights / skylights	✓		
Ropes for clothes drying		✓	
Ropes for windows (sash cords)	✓		
Rotary drier & clothes lines		✓	Unless in a common area
Roughcast	✓		
Sheds / outbuildings		✓	
Level access shower & enclosure	✓		Unless installed by tenant
Over bath shower		✓	Unless a Stage 3 adaptation

Sink unit top	✓		
Skirting	✓		
Smoke detector batteries		✓	
Smoke detectors	✓		
Solid fuel central heating system	✓		

Description	Landlord	Tenant	Comments
Stair lighting (communal)	✓		
Taps	✓		
Toilet seats		✓	
TV aerial communal sockets	✓		Unless installed by tenant
Extractor fan	✓		
Vermin (rats/mice) infestation within the homes		✓	Environmental issue
Vermin (rats/mice) infestation in common area	✓		
Wash hand basin	✓		
Wasp nest		✓	Unless attached to exterior of dwelling
Washer on Taps	✓		
Water Heating	✓		
Water Storage Tanks	✓		
Water Supply	✓		
WC	✓		
White Goods		✓	
Window Frames, sills, fittings	✓		