



REPAIRS AND MAINTENANCE POLICY

AS WITH ALL OF THE CO-OPERATIVE'S POLICIES and PROCEDURES, THIS GUIDE, IN FULL AND IN PART, IS AVAILABLE IN SUMMARY, ON TAPE, IN BRAILLE,

AND IN TRANSLATION INTO MOST OTHER LANGUAGES –

**PLEASE ASK A MEMBER OF STAFF IF YOU WOULD LIKE
A VERSION IN A DIFFERENT FORMAT**

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1 MISSION STATEMENT

Garrion People's Housing Co-operative shall provide a maintenance service that satisfies the expectations of its tenants. This service shall be tenant focused, responsive, efficient, reliable, cost effective and of the highest quality.

2 AIMS AND OBJECTIVES

The Co-operative is guided by the principle that "prevention is better than cure" and therefore seeks to resource and implement a comprehensive maintenance service, which addresses all categories of maintenance. Via stock condition surveys and associated life cycle costing exercises, the Co-operative will ensure adequate funds are set aside for the long term maintenance of the properties.

Garrion People's Housing Co-operative's main objectives with regard to the service offered in terms of maintenance are as follows:

- ❑ Emergencies will be made safe quickly and efficiently
- ❑ A prompt and efficient repair service will be available to all tenants at all times
- ❑ The Co-operative will ensure its statutory and legal obligations are fulfilled
- ❑ A maintenance programme will be set up taking account of the most recent stock condition survey and life cycle costing exercise carried out
- ❑ Adequate funds will be set aside annually to reflect the level of sinking fund indicated by the life cycle costing exercise
- ❑ Only contractors on the approved list will be employed by the Co-operative with policies and procedures in place to ensure quality and a high standard of performance is achieved

3 LEGAL AND STATUTORY OBLIGATIONS

The Co-operative will adhere to the following legislation to ensure its statutory and legal obligations are fulfilled: -

- ❑ Housing (Scotland) Act 2001
- ❑ Building Standards (Scotland) Regulations 1990 as amended
- ❑ Construction (Design and Management) Regulations 1994
- ❑ Health and Safety Executive

4 POLICY AND PROCEDURES

The Co-operative will endeavour to monitor the maintenance procedures in order to satisfy an efficient and effective Maintenance Service.

The Co-operative has developed a number of individual policies and procedures to ensure the aims and objectives as outlined at 2 above are achieved. These Maintenance Policies and Procedures will be continually reviewed in respect of performance and achievements of policy objectives and in line with Raising Standards. Performance standards will ensure that only necessary repairs are undertaken and that the finished quality of work is of an acceptable standard.

The purpose of this document is to provide clear policy with an insight of the physical condition of the Co-operative's Housing Stock in order to allow for known and anticipated maintenance work to be recorded and planned for accordingly. To allow for this, detailed records will be maintained, including the Stock Condition Survey and Life Cycle Costing Exercise.

The Co-operative's Schedule of Repair details responsibilities and response times. This provides clear performance indicators in respect of targets for completion of repairs. Performance will be monitored on a regular basis to ensure that timescales are being achieved.

5 BUDGETING

The Maintenance Budget for both day-to-day and cyclical maintenance will be approved annually by the Management Committee. Regular monthly reports on actual versus proposed repairs expenditure will be prepared and presented to the Management Committee of the Housing Co-operative. Amendments to this budget, where necessary, will be made on a quarterly basis.

6 FUNDING

Repairs and maintenance will be funded in accordance with Communities Scotland's agreed practices. A maintenance budget i.e. Routine and Cyclical will be prepared annually on the basis of historical allowances. A budget for planned renewals and major repairs will be set aside annually taking account of the current stock condition survey and life cycle costings exercise. The Housing Co-operative has developed separate policies on stock condition survey and planned maintenance programme, copies of which are attached to the main policy document.

7 STAFF RESPONSIBILITIES

Garrion People's Housing Co-operative will allocate responsibility for the Co-operative's maintenance function to the Management Committee. Staff responsibilities will be

delegated for the carrying out of day-to-day work subject to the organisations staffing structure, however, typically would be as follows:

Tasks for Staff of the Co-operative with Maintenance Service responsibilities: -

- ❑ All record keeping, e.g., Establishment and upkeep of Property register, repairs reporting sheets and works orders. Record of all repairs requested and action taken as a result for all properties.
- ❑ All procedures connected with response and emergency repairs, e.g., pre and post inspections.
- ❑ All procedures connected with rechargeable repairs and tenants improvements.
- ❑ Drawing up and monitoring list of jobbing contractors and their performance.
- ❑ Void inspections and reporting.
- ❑ End of tenancy inspection.
- ❑ Establishment and monitoring of cyclical maintenance programme (jointly with Depute Director/Maintenance Consultant).
- ❑ Liaison with Depute Director/Maintenance Consultant and other designated staff members.
- ❑ Preparation of reports to Committee (jointly with Depute Director/Housing Officer).
- ❑ Service Records.
- ❑ All invoices to be approved/authorised by Housing Officer/Maintenance Consultant. In their absence, invoices will be approved by the Office Manager, Depute Director or Director.

Tasks of Designated Staff Members with Maintenance Responsibilities

- ❑ Monitoring/supervision of maintenance function.
- ❑ Preparation of reports to Committee.
- ❑ Depute Director/Housing Officer (e.g. voids reporting and financial implications).
- ❑ Appeals procedures against Co-operative by tenants, e.g., rechargeable repairs.
- ❑ Advising Committee of need to take legal action against tenants, e.g., for non-payment of debts.

8 INSPECTIONS

Responsibility for carrying out all inspections under the Co-operatives Repairs Policy shall be the responsibility of the designated staff member with maintenance responsibilities. The Co-operative has developed policies in relation to Pre and Post inspecting repairs. These individual policies, which form part of this policy, detail procedures, targets and criteria in relation to inspections.

The designated staff member of the Co-operative will carry out full inspections of all improved property in the following circumstances prior to the flat being vacated.

- ❑ where tenants wish to alter/improve property
- ❑ on termination of tenancy
- ❑ where tenants transfer to another property
- ❑ where tenants undertake mutual exchange
- ❑ where tenancy is sub-let/assigned also
- ❑ when property is void
- ❑ before and after a percentage of response repairs carried out

Any repairs required which are the responsibility of the tenant shall, if carried out by the Co-operative be recharged to the tenant.

9 PRE / POST INSPECTIONS

The Co-operative has developed 2 separate policies in relation to Pre and Post inspections, copies of which are attached and form part of the Maintenance Policy document. Each of these policies identifies targets, criteria and procedures in relation to inspections.

10 DELEGATED AUTHORITY TO MANAGEMENT COMMITTEE

The Management Committee must approve all works costing over £5,001.

Delegated Authority to Staff

The Co-operative has developed a policy on awarding maintenance contracts. This policy is attached and forms part of the Maintenance Policy document. Within this individual policy, procedures are highlighted confirming the level of delegated authority of staff who can carry out maintenance duties.

11 REPAIR CATEGORIES

All tenants will be provided with clear information outlining the Co-operative's and Tenants Repairs Responsibilities, arrangements for reporting repairs and timescales within which repairs categories will be completed. This information will also confirm the tenants' rights and Co-operative's legal obligations under the statutory Right to Repair Scheme.

The Co-operative shall decide whether repairs requested are:

- ❑ 'Qualifying Repairs'
- ❑ Necessary
- ❑ The Co-operatives responsibility
- ❑ Emergency, urgent or routine taking due account of current legislation.

The following definitions for repair categories will be adopted:

Emergency: -

This type of repair would have two categories: -

- ❑ Class A emergency would incorporate fire, flood, gale damage etc. In this instance the Co-operatives emergency plan would also come into use.
- ❑ Class B emergency would deal with day-to-day emergencies such as power failure, burst pipes, water penetration etc. These types of repair would be completed without emergency plan procedures coming into use.

Urgent: -

This category would cover circumstances where inconvenience to the tenant is involved but where the situation falls short of "Emergency" category described above. e.g., broken window, stair lighting not working.

Routine: -

These repairs would not be of a particularly urgent nature and would be forwarded to the contractor in a cost effective manner e.g. ease and adjust door, windows etc.

Cyclical: -

To be incorporated into an annual programme in relation to the life cycle costing programme.

Completion of reactive repairs: -

After the initial response to reactive repairs where it proves necessary to order materials and parts that are not readily available then a delay in completing the repair may be unavoidable. However pro-active ordering of materials etc shall minimise delays.

All other repairs within which such repairs will be effected are as follows: -

- ❑ Emergency - to make safe within a maximum of 6 hours and complete where possible within 24 hours
- ❑ Urgent - within 2 working days

- Routine - within 5 working days

The Co-operative has developed a Targets Response Time Policy which describes in greater detail, the above categorisation and timescales. This individual policy is attached to the Maintenance Policy document. This policy and the timescales stated above are in relation to necessary repairs but not 'qualifying repairs' as scheduled in the Right To Repair policy, which has also been developed.

12 RECHARGEABLE REPAIRS

A detailed Rechargeable Repairs Policy has been developed and is attached to this policy. The individual policy outlines procedures as well as limits and staff responsible for actioning rechargeable repairs.

13 EMERGENCY REPAIRS

Emergency Repairs procedures are outlined with the Co-operative's Tenancy Agreements and Tenants Handbook. In addition, a Notice will be displayed in the Co-operative's Registered Office. Any change in policy or arrangements for dealing with Emergency Repairs will be notified immediately to tenants. Over and above this, due to the potential seriousness of this issue, a separate policy on the matter is attached to the Maintenance Policy.

Extended authorised spending levels for use in Emergency situations may be given with the Depute Director/Director/Chairpersons approval particularly in the case where danger to health, person or property is envisaged with authority to prevent further major damage. Emergencies may be categorised as: -

- Gas leak or explosion, fire, flood, storm damage, danger or collapse of buildings (investigate and make safe immediately).
- No heating, electric power failure, broken glass, sewage, serious water penetration, pipe leaks (investigate and make safe as soon as possible).

The Co-operative may undertake to carry out repairs on behalf of the tenant under the heading of tenant's responsibility or, damage to items at the end of the tenancy etc. These items will be confirmed to the tenant as rechargeable repairs.

Both the Tenants and the Co-operative's responsibilities are detailed within the Schedule of Repairs and in summary within the Tenants Handbook. Tenants agreement to meet costs will normally be obtained prior to any work being instructed. In some instances this may not be possible therefore an invoice and follow up letter will be issued, advising the tenant of any proposed action to recover any monies due.

14 STATUTORY RIGHT TO REPAIR

Tenants will have statutory rights to repair in line with the Housing (Scotland) Act 2001. The Co-operative has developed a separate Right to Repair Policy.

15 VOID MANAGEMENT

A monthly report on vacant properties will be presented to the Management Committee by the designated staff member, highlighting flats vacant for over one month.

The Co-operative will endeavour to ensure that empty property repairs are achieved speedily and in accordance with minimum standards agreed. Gas safety and electrical safety checks will be carried out in accordance with the latest legislation prior to the new tenant taking occupancy. Copies of all test results will be issued to the tenant taking up occupation and a further copy will be retained in the Co-operative's house file.

16 TENANT ALTERATIONS

Garrion People's Housing Co-operative will fully support its tenant's rights to carry out improvements as part of its policy of maintaining its houses to the highest standard and will seek to assist any tenants wishing to avail him/herself of this right.

The Co-operative has developed a procedure for tenants wishing to carry out improvements (other than interior decorating) which consist of a written application form available from the Co-operatives offices.

Permission will normally be granted subject to the following conditions:

- ❑ The Co-operative is satisfied that the proposed improvement will meet relevant standards of safety and workmanship (although the Co-operative accepts no responsibility for supervising the work).
- ❑ Unreasonable maintenance expenditure will not be involved.
- ❑ The work will not detract from the future letting of the property.

17 COMPENSATION FOR IMPROVEMENT

Tenants will have statutory rights to compensation for improvements to the properties in line with the Housing (Scotland) Act 2001. The Co-operative has developed a separate Right to Compensation Policy.

18 CYCLICAL / PLANNED MAINTENANCE

Garrion People's Housing Co-operative will aim to implement a Planned Maintenance Programme for all its improved properties in line with its most recent Stock Condition Survey and Life Cycle Costing Exercise. The stock condition survey policy outlines this in more detail.

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Each year, the Co-operative will present to the Management Committee, a report establishing/updating the Cyclical Maintenance Programme for the following 30 years. This report will detail works proposed and their corresponding costs.

Garrion People's Housing Co-operative will aim to implement a Planned Maintenance Programme for all its improved properties in line with its most recent Life Cycle Costing Exercise.

The Co-operative will classify repairs/renewals for funding purposes, as follows:

- Day to day repairs
- Minor Cyclical works
- Major cyclical works/renewals: Any planned works which do not fit into the category of "Minor Cyclical Repairs" (usually this will be extensive repairs, e.g., roofs – or replacement e.g., services, kitchen units, sanitary ware).

The Co-operative will maximise the works to be carried out as day-to-day and minor cyclical in an effort to reduce further "major" repair costs.

The Co-operative will seek to insure against services defects and produce likely costs for the whole life maintenance of its properties, pointing in particular as to when there may be any requirement to re-mortgage.

The Co-operative has developed a separate policy on planned maintenance, a copy of which is attached and forms part of the Maintenance Policy document.

19 MAJOR REPAIRS

Major repairs describes work being recognised as being required to deal with the failure and upgrading of major components.

Under the current financial regulations, the Co-operative realises that it must make financial provision for the future needs of all of its housing stock, through setting aside a sinking fund or borrowing funds required. This issue is demonstrated within the rental policy.

The Co-operative will investigate any possible liabilities of consultants or contractors in accordance with procedures laid down by Communities Scotland. All major repair contracts will be notified to Communities Scotland at the outset to determine the possibility of HAG funding being made available before detailed proposals are developed.

It is expected that major repairs are works, which are likely to be identified following detailed stock condition surveys, the procedures for which are included within the Stock Condition Survey Policy.

20 FINANCIAL REGULATION

The policy for awarding maintenance contracts and instructing works, details control parameters in respect of all maintenance costs and delegation of authority.

The Management Committee may extend authority where necessary. Any amendment to policy will be minuted accordingly.

21 CONTRACTOR SELECTION

The list of contractors carrying out Maintenance repairs for Garrion People's Housing Co-operative will be drawn up by the Depute Director/Maintenance Consultant and reviewed annually. For non-specialist work no less than 2 contractors will be appointed. (No firm may be appointed where any Director or Manager is related to any Committee Members or staff member of the Co-operative, or where any staff or Committee Member has a pecuniary interest in the firm. Contractors removed from the list will be notified in writing and will have the right of appeal to the Management Committee in accordance with section 24.

22 APPROVED CONTRACTORS LIST

Whilst the Co-operative will generally operate a Schedule of Rates, an approved list will be maintained to ensure an effective and prompt service is available to tenants at all time. Only Contractors satisfying the following areas will be placed on the approved list:

- ❑ Acceptable hourly rates being applied
- ❑ Appropriate Insurance's and Tax Certificates in place
- ❑ Good Client References from other Co-operatives/Associations
- ❑ Satisfactory Bank References
- ❑ Compliance with Health & Safety at Work legislation
- ❑ Compliance with Co-operative's Equals Opportunity Policy
- ❑ All else being equal local Contractors would be given preference

The Management Committee will consider applications from Contractors and approve the number of Contractors required for each trade.

The Management Committee will review annually (or before if the need arises) the services offered from existing Contractors. Automatic reselection for the Contractors list will not be guaranteed. Recommendation for removal of Contractors from the approved list will be submitted by the Depute Director/Maintenance Consultant to the committee. Contractors removed from the list, will be notified in writing and will have the right to appeal, in accordance with Section 24, Appeals, below.

Monitoring of procedures and assessment of Contractors work, hourly rates, response times will ensure that competitive standards are being achieved. The Post Inspections Policy further demonstrates this issue.



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An annual review of Contractors will be made which will include information on contractors performance ascertained by quality control and periodic inspections of work.

In considering contractors applications the Co-operative will require contractors to quote their day-work rates in advance. This will include the type of work carried out and hourly rates. Contractor's appointment will be for one year with no variation of hourly rates that period. Contractors will also be expected to confirm their hourly rate in terms of emergency repairs, outwith Co-operative's opening hours.

23 HEALTH AND SAFETY

The Co-operative is committed to ensure that repairs and maintenance is carried out in accordance with Health & Safety legislation and that Contractors Code of Practice is appropriate to the Co-operative's policy.

24 APPEALS

Tenants may appeal against decisions made by the Co-operative to the effect that a repair is:

- Not the Co-operative's responsibility
- Not necessary
- Rechargeable

or where permission to carry out an alteration/improvement is refused.

Contractors may appeal against the decision to remove their firm from the "approved list" of contractors.

In all of the above cases, the appeal must be made in writing within 7 days of the decision. The appeal will be heard by 3 representatives of the Management Committee and may be attended by the tenant/contractor, his/her representative and the Co-operatives Director/Maintenance Consultant. The appeal will normally be held within 21 days of the receipt of the appeal letter. The decision of the appeal hearing shall be binding.

25 TENDER PROCEDURES

The Co-operative will always invite tenders for works estimated over the value £5,000. The Co-operative will follow the "Code of Procedure for Single Stage Selective Tendering" produced by the National Joint Consultative Committee (NJCC).

26 INSURANCE

The Co-operative will maintain a Comprehensive Insurance Register of insurance cover on all properties within the Co-operative's area.

Repairs, which will be subject to an Insurance claim, will be notified to the Insurers by the Housing Officer, as soon as possible giving notice of any impending claims. Any requirements the Insurers may have with regard to inspection, cost of repair limit,



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procedures, number of quotations will be complied with by the Maintenance Consultant in order to ensure the right of reimbursement is not to be lost.

Details of contractors' insurance will be maintained by the Depute Director. The Co-operative will ensure up-to-date copies of insurance are on record and equate to acceptable levels of insurance cover as indicated by Communities Scotland.

27 SERVICE CONTRACTS

Where appropriate, service contracts will be arranged for annual servicing of gas heating equipment in accordance with all current Gas Safety Regulations by Corgi Approved Contractors. Tenants will be provided with a copy of the gas safety inspection certificate at the time of the service with a further copy being held in the tenant's "house" file by the Co-operative.

28 PROPERTY REGISTER

The Co-operative will keep a property register for all of the Co-operatives stock.

29 EQUAL OPPORTUNITIES

The Co-operative's Equal Opportunities Policy is detailed clearly in the Business Plan. Prior to Contractors being selected for the approved list, they must confirm their compliance in full with the Co-operative's Equal Opportunities Policy.

30 CONTRACTORS DEFECTS

Liaison between Housing Management and the Director in respect of defects identified will be established. The Co-operative will ensure that tenants are made aware of procedures for dealing with defects. Failure in performance of materials and Building Components will be notified to the Director to ensure that specifications for future projects benefit from this knowledge.

31 PROJECT INFORMATION MANUAL

No later than the expiry of the defects liability period, the Design Team should forward to the Co-operatives Director/Maintenance Consultant, a Project Information Manual for each rehabilitation/new build scheme, including a full set of "as-built" drawings.

32 HEALTH AND SAFETY FILES

The Maintenance Section will be responsible for updating Healthy and Safety Files for all development projects in line with the CDM Regulations 1994.

33 FACTORING

With regard to the Factoring Service, the Co-operatives Maintenance Policy will be incorporated with the Property Management Service provided.

34 MEDICAL ADAPTATIONS

The Co-operative will respond to the changing needs of its tenants by pro-actively carrying out medical adaptations.

The Co-operative has developed a policy in relation to stage 3 medical adaptations, a copy of which is attached and forms part of the Maintenance Policy.

35 TENANT SATISFACTION

The Co-operative is committed to ensuring the tenants are satisfied with service provision. To ensure this, Tenants Satisfaction surveys will be carried out periodically with results published. Policies will be reviewed in response to tenants surveys and performance measurements. Every effort will be made to ensure that all published material prepared for tenants will be clear and concise. Emergency procedures will be in easy reading formats. The Co-operative has developed a separate policy on Tenants' Satisfaction with regard to the maintenance service, a copy of which, is attached and forms part of this Maintenance Policy.

36 TENANT PARTICIPATION

Tenant participation in the repairs service in the future shall be researched, encouraged and tenant's views will be given due consideration.

37 MAINTENANCE SECTION

The Co-operative employs an Architect who is a sole practitioner to oversee the maintenance function. In this way, the Co-operative obtains value for money by employing an in-house consultant qualified to oversee day to day repairs but at the same time offer the necessary technical skills to ensure all contracts are tendered in accordance with policy and procedure and to ensure fairness and probity.

38 COMPUTERISATION

Garrion People's Housing Co-operative has recently implemented a computerised repairs service. The intention is to develop a database over time, listing key information ranging from key components, suppliers, manufacturers, details of practical completion etc. For the time being, the Co-operative will issue repairs orders via computer records and target response times will begin to be monitored via computer data.



39 REVIEW PERIOD

The Depute Director will be responsible for ensuring that this policy is reviewed every 3 years or sooner to ensure that the Co-operative complies with up-to-date legislation and guidance from Communities Scotland.



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ELEMENT	ACTION	INTERVAL (Following Rehab)
1 Roof	Inspect, consider repair/replacement	(Time intervals to be determined by guidance/advice and recommendations currently available)
2 Structural Works	Inspect	As above
3 Plumbing (inc. heating)	Inspect, test, consider replacement	(Time intervals to be replacement determined by guidance/advice and recommendations currently available) Gas safety check void property
4 Electrical	Test, consider replacement	Every 5 years carry out check. Electrical check void property
5 Services (e.g., door entry, extractor fans, tv aerials)	Service	Every 5 years carry out check.
6 Fittings	Inspect, consider replacement	(Time intervals to be replacement determined by guidance/advice and recommendations currently available)
7 Fixtures	Inspect, consider replacement	(Time intervals to be replacement determined by guidance/advice and recommendations currently available)
8 Windows/doors	Inspect	(Time intervals to be replacement determined by guidance/advice and recommendations currently available)
9 External Works (inc. stone cleaning and painting)	Inspect, consider replacement	(Time intervals to be replacement determined by guidance/advice and recommendations currently available)
10 Drainage	Inspect	(Time intervals to be replacement determined by guidance/advice and recommendations currently available)
11 Paintwork	Re-paint	Externally every 5 years Internally 5-10 years

APPENDIX A

CONDITIONS OF CONTRACT FOR REPAIRS

Repairs and Conditions

a) Instructing works

Instructions of any work will normally be made via a telephone call or a facsimile from the Co-operative quoting an official job order. The only exception to this will be in the event that a tenant instructs work in line with the Right to Repair policy.

b) Categorisation of works

The Co-operative categorises repairs under the following headings, which in each case lay down the appropriate time period within which Garrion People's Housing Co-operative will expect the works to be actioned and completed.

1. Emergency - effective repairs to be carried out (or temporary remedial action to be taken) to remove/prevent serious damage to the building, danger to health or risk of serious loss to the occupier. Attendance within a maximum of 6 hours of first contact to make safe or complete within 24 hours where possible.
2. Urgent - repairs to be carried and all works completed within 2 working days of the first notification to the contractor.
3. Routine - repairs to be carried out and all works completed within 5 working days of the first notification to the contractor.

NB - Where parts/materials are required to complete works and required to be ordered, the first visit by contractor must be within timescales above to ensure early ordering of such.

c) Access arrangements

Except in an emergency, entry to any house will be prearranged. If possible notice should be given in advance to the Tenant for access to affect repair.

d) Standard of work

The standard of work required must meet existing specification or to the relevant British Standard, whichever is higher. The work must be carried out in a clean professional fashion with the site kept tidy at all times. Rubbish arising must be removed during work and at completion to leave the job "as found".

e) Carrying out works

The Contractor must provide his own plant, scaffolding, tools, etc. as required to carry out the work and arrange for any temporary lighting, safety barriers, etc. as required. The Contractor may use electrical power and water at no cost but must make his own connections. Clean use of toilet facilities may be offered but messing facilities are not.

f) Contractors Insurance's

The Contractors must insure so as to relieve the Co-operative of all liabilities arising out of the carrying out of the work, whether from damage to persons or property, the cover for one event being £1,000,000.

g) Contractors Liability

The Co-operative's properties are insured against fire, storm, flood etc., but the contractor will be held responsible for negligence and employers liability. He will also be responsible for the safety of all plant; tools and materials brought on site for the work and must make good any loss or damage from fire, vandalism or theft to these.

h) Health & Safety

The Contractor and the Housing Co-operative must comply with the Health & Safety at Work Act 1974 and Construction Design and Management Regulations 1994.

i) Site Security

The Contractor must not, as a result of work, leave the property unsecured overnight. Overtime may be worked by prior arrangement.

j) Contractors Invoices

Accounts shall be rendered as soon as possible on satisfactory completion of the work and a maximum of 28 days after works completion. The invoice must quote the order number in full, the address of property, details of work carried out, costs of labour and hourly rate, material and transport, details of discounts and VAT and the date when works were carried out. Invoices, which do not comply with the instructions, will be returned for amendment. No interim payments will be made and no retention held unless work of cyclical or major repair nature. Payment will follow account submission, within 28 days unless disputed. The work is nevertheless subject to a twelve-month defects liability period. Any materials charged for on a daywork basis will be subject to a maximum of 20% on-cost on the net cost to the contractor after allowing maximum 2.5% discount for cash. Any Sub-Contractor's account will be subject to 5% oncost on net cost.



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k) Disputes

The President of the Institute of Arbiters shall refer to a mutually agreed arbiter or after 14 days non-agreement to an arbiter appointed any dispute or difference. The Law of Scotland shall apply to arbitration. The arbiter's decision is final and he shall have the power to award expenses.



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CONTRACTORS CODE OF CONDUCT

- Adhere to access arrangements - telephone tenants if running late.
- Agree to compensation scheme similar to the Co-operatives for failure to attend as arranged.
- Card all tenants who are not in at agreed time - confirm this to the Co-operative when returning the works order sheet to the office.
- Clean up any mess made during working hours.
- Polite/courteous at all times.
- No smoking in properties.
- Carry Identification.
- Get tenant or person present to sign the works order sheet as to the satisfaction for works.

APPENDIX B

TENDERING PROCEDURES

1. General

The Co-operative's Policy for invitation and acceptance of tenders for maintenance work will at all times be in accordance with its Policy for Awarding Maintenance Contracts and in line with Communities Scotland's Guidance if HAG eligible.

2. Invitation to Tender

When tenders are sought, the documentation issued to the tenderers will include a full description of the works, the Co-operative's standard specification for materials and products, the conditions of contract which will apply; the period in which works are to be completed; the title of the supervising officer for the works; any arrangements for the prior inspection of the work by the tenderer; conditions of payment; and details of the appropriate procedure to follow in the submission of tenders.

Any amendments to the tender documents will be confirmed in writing to all tenderers. An amendment required late in a tender period may necessitate an extension of that tender period.

3. Tender List

The Co-operative's Maintenance Consultant will ensure that care is taken when inviting quotations to ensure that every contractor is given equal opportunity to tender.

Form of Tendering

Any repairs, including major repair works, will adhere to the Co-operative's policy for awarding maintenance contracts.

5. Delegation/Authority to Instruct Work

The Co-operative's policy regarding expenditure levels and delegated powers to accept tenders and authorise works is as highlighted within the Policy for Awarding Maintenance Contracts.

Only repairs and works will be instructed in line with the agreed budget approved by the Management Committee at the start of the financial year. Works of an urgent nature and not taken into account as part of the annual maintenance budget, will be referred to the Finance Agent for comment prior to being presented to the Management Committee for consideration.



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6. Acceptance of Tenders

The lowest tender received will always be accepted unless special circumstances prevail or in the event that works are let on Quality/Price exercise.

7. Insurance Claims

Where repairs will be the subject of insurance claims the insurance company must be notified as soon as possible of the impending claim. Any requirements for the insurance company to inspect the repair will be arranged as soon as practicable. The insurance companies requirements in respect of procedures to be followed, number of quotations to be obtained etc. will be complied with at all times in the interests of the Co-operative.

Job orders will be the normal repairs instruction for day-to-day maintenance.

APPENDIX C

LIST OF POLICIES

STOCK CONDITION SURVEY POLICY

PLANNED MAINTENANCE PROGRAMME POLICY

**POLICY ON STAGE 3 ADAPTATIONS
GUIDANCE NOTE ON STAGE 3 ADAPTATIONS**

TARGET RESPONSE TIMES POLICY

POST INSPECTIONS POLICY

**RIGHT TO REPAIR POLICY
SUMMARY RIGHT TO REPAIR POLICY**

**RIGHT TO COMPENSATION POLICY
SUMMARY RIGHT TO COMPENSATION FOR IMPROVEMENTS POLICY**

**POLICY FOR INSTRUCTING REPAIRS AND AWARDING MAINTENANCE
CONTRACTS**

RECHARGEABLE REPAIRS POLICY

TENANTS SATISFACTION POLICY

24 HOUR EMERGENCY SERVICE POLICY

PRE-INSPECTION POLICY

STOCK CONDITION SURVEY - POLICY

1.0 POLICY

- 1.1 To ensure that the properties are adequately maintained and have the maximum lifespan possible, the Co-operative will carry out a stock condition survey of its property every 5 years to ensure the ongoing condition of the property is known.
- 1.1 Only properties rehabilitated or developed over 5 years ago will form part of the stock condition survey.
- 1.2 Properties to be surveyed will be chosen at random.
- 1.3 The level of properties surveyed will be no less than 20% of the Co-operative's stock, excluding any properties improved or developed less than 5 years ago.
- 1.4 The properties to be surveyed will be determined by both the Maintenance and Housing Management sections.
- 1.5 The survey will be co-ordinated and carried out in-house by the Maintenance Section. In the event that the required skills are not available in-house to carry out the survey, external consultants will be approached to carry out the work in accordance with the Appointment of Consultants Policy.

2.0 EXTENT AND SCOPE OF SURVEYS

- 2.1 Properties will be surveyed externally and internally. A standard survey sheet will be completed for each property surveyed highlighting all components requiring to be surveyed in terms of maintenance issues.
- 2.2 The survey will categorise the components in to the following:
 - ❑ Cyclical Works
 - ❑ Planned Renewals
 - ❑ Major Repairs
 - ❑ Reactive Repairs
- 2.3 The survey will identify timescales in relation to items highlighted at 2.2 as follows:
 - ❑ Short term – 1-3 years
 - ❑ Medium term – 4-10 years
 - ❑ Long term – 11-15 years
 - ❑ Long term + - 16-30 years

Stock Condition Survey - Policy (continued)

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- 2.4 All information collated, will be held within the Stock Condition Survey file, for ease of reference by the Co-operative.
- 2.5 Surveys in relation to roofs, common close areas, back court areas and other areas as required, will be surveyed on a more frequent basis, based on the perceived deterioration of these areas.

3.0 FINANCIAL IMPLICATIONS

- 3.1 The results of the survey will be used to allow an up-to-date Life Cycle Costing Exercise to be prepared; taking account of works carried out over the previous 5-year period with associated expenditure costs.

4.0 REVIEW PERIOD

The Depute Director will be responsible for ensuring that this policy is reviewed every 3 years or sooner to ensure that the Co-operative complies with up-to-date legislation and guidance from Communities Scotland.

PLANNED MAINTENANCE PROGRAMME - POLICY

1.0 INTRODUCTION

1.1 The maintenance programme will be approved annually, normally in January/ February of each year with regard to works to be carried out the following year.

2.0 POLICY

2.1 To ensure adequate funding is available every year to properly maintain the properties, the maintenance programme will be determined as a result of the most up-to-date stock condition survey and associated life cycle costings exercise. As such, cyclical programmes and planned renewal programmes, up to 5 years in advance, will be determined.

2.2 The maintenance programme will be split 3 ways to identify:

- ❑ Planned renewals such as kitchen replacements, new boilers etc
- ❑ Cyclical works such as gutter cleaning, servicing of gas appliances etc
- ❑ Major repairs such as structural works, need for reroofing etc

2.3 The major repairs category will include any unforeseen items of improvement and repair. In the event that a major repairs item is identified, then dependent upon the date of practical completion, the issue will be referred to Communities Scotland by the Development Section in relation to possible subsidy funding.

3.0 FINANCIAL IMPLICATIONS

3.1 The results of the Life Cycle Costing will form the basis of the maintenance budget on a yearly basis.

3.2 The maintenance budget will identify the 3 categories of work as highlighted at 2.2 above. The reactive budget, whilst part of the maintenance budget, will be categorised separately.

4.0 REVIEW PERIOD

4.1 The Depute Director will be responsible for ensuring that this policy is reviewed every 3 years or sooner to ensure that the Co-operative complies with up-to-date legislation and guidance from Communities Scotland.

POLICY ON STAGE 3 ADAPTATIONS

1.0 POLICY

- 1.1 To ensure that the tenants' needs are met in relation to changing medical conditions, the Co-operative will make a bid for funding in relation to Stage 3 Adaptations as part of its annual Strategy and Development Funding Plan. The bid will be a reflection of monies spent in previous financial years. If at the mid year point all HAG has been spent, the Co-operative will request further funding from Communities Scotland.

2.0 PROCEDURES

- 2.1 Upon receipt of the referral from the Social Work Department, an inspection will be carried out by the Maintenance Consultant to determine the scope of the works.
- 2.2 The tenant will be notified in advance of the visit to ensure access is available.
- 2.3 In the event that the works required are straightforward, the Maintenance Consultant will commission the works in accordance with Communities Scotland's' guidance.
- 2.4 For works of a more complicated nature, the Maintenance Consultant will prepare proposals based on the referral from the Social Work Department and take account of the inspection. The proposals will then be forwarded to the Social Work Department for comment.
- 2.5 Upon receipt of comments from the Social Work Department, quotations for the work will be sought in line with Communities Scotland guidance.
- 2.6 The tenant will be kept informed of progress at all times, including likely timescales for the works being carried out.
- 2.7 The chosen Contractor will be notified at the outset, that he must inform the Co-operative once the works are complete. The Maintenance Consultant will then carry out a post inspection in accordance with procedures as highlighted within the "Post Inspections Policy".
- 2.8 Once the Maintenance Consultant is satisfied that works have been carried out to the required standard, the Contractor's invoice will be authorised for payment and a HAG/Payment forwarded to Communities Scotland.
- 2.9 Other than inspections and commissioning the works, the adaptations will be co-ordinated by the Housing Management section, including correspondence to the tenants.

3.0 FUNDING

- 3.1 All adaptations will take account of Communities Scotland's' guidance to ensure availability of Housing Association Grant.

Policy on Stage 3 Adaptations (continued)

3.2 In the event of HAG running out prior to the start of the next financial year, the Co-operative will set aside the sum of £1,000 per annum as part of the maintenance budget. Under such circumstances, the Social Work Department will be asked to prioritise their referrals, taking account of the monies left available.

4.0 REVIEW PERIOD

4.1 The Depute Director will be responsible for ensuring that this policy is reviewed every 3 years or sooner to ensure that the Co-operative complies with up-to-date legislation and guidance from Communities Scotland.

TARGET RESPONSE TIMES - POLICY

1.0 POLICY

The Co-operative will comply fully with its legal and statutory obligations, including the Right to Repair Scheme which forms part of the Housing (Scotland) Act 2001. For repairs, which do not qualify as 'qualifying repairs', the response times tabled overleaf will apply.

The Co-operative's target response times policy has been developed to ensure an appropriate and efficient response to tenants repair requests is provided.

The computerised system has been designed to ensure the efficient recording, monitoring and processing of works orders/repairs.

Repairs will be categorised by the Housing Officer as emergency, urgent or routine. A fourth category also exists defined as "completion of reactive repairs". This category defines the target time the Co-operative allows for the repair to be rectified.

2.0 CATEGORISATION OF REPAIRS

Emergency repairs include the following: -

- gas escapes
- complete electrical failure, or partial where there is a serious danger to the occupant
- serious water leak causing immediate and severe damage
- complete heating failure
- broken windows

Urgent repairs include the following: -

- electrical fault causing significant inconvenience to the tenant
- running overflows
- water leaks, other than emergency
- no hot water

Completion of reactive repairs include the following: -

- if parts are required to complete the repair, other than routine parts easily accessed by the Contractor
- if it is thought that repair costs will be in excess of £250. In such cases, a quotation will be sought following an inspection by the Co-operative, taking cognisance of the Co-operative's policy on awarding maintenance contracts
- if further investigations are necessary by the Co-operative or one of its contractors to determine the source of the problem
- if it is thought that the repair will not be carried out in the financial year, current at the time, due to budgetary constraints.

TARGET RESPONSE TIMES - POLICY (cont'd)

Routine Repairs

Routine repairs cover all other repairs, which do not fall into the above categories, and can wait a short time to be rectified without deterioration to the fabric of the property or clear inconvenience to the tenant.

3.0 TIMESCALES

The time allowed for making safe an emergency repair is a maximum of 6 hours.

The time allowed to effect an urgent repair is 2 working days.

The time allowed for carrying out a routine repair is 5 working days.

Where parts or materials are required to complete the works, the time allowed for total completion is 30 days. The first visit by the Contractor however should take place within the 5-day period.

The Co-operative will aim to complete at least 95% of repair requests within the target response times set.

Except in the case of emergencies, access will be pre-arranged by the Contractor or Housing Management section. Details regarding access will be confirmed on the repairs line issued to the Contractor.

4.0 REPORTING

The Housing Officer will be responsible for compiling statistics for the Management Committee to allow achievements versus targets to be monitored on an ongoing basis.

5.0 REVIEW PERIOD

The Depute Director will be responsible for ensuring that this policy is reviewed every 3 years or sooner to ensure that the Co-operative complies with up-to-date legislation and guidance from Communities Scotland.

POST INSPECTIONS POLICY

1.0 POLICY

To ensure the Co-operative and its tenants receive a good quality service all round from the Contractors, the Co-operative will post inspect no less than 20% of all repairs completed monthly.

2.0 CRITERIA

Post inspections will be carried out in relation to the following: -

- 2.1 repairs costing more than £250
- 2.2 repairs where the costs appear excessive in relation to the Schedule of Rates
- 2.3 where the tenant contacts the Co-operative upon completion of the repair, stating that they feel the repair has not been carried out to a satisfactory standard
- 2.4 to continually monitor the workmanship of contractors throughout the year
- 2.5 where the repair is a recurring fault
- 2.6 all medical adaptations whether HAG funded or not
- 2.7 upon completion of alteration/improvement works carried out by the tenant, following approval from the Co-operative to carry out the works
- 2.8 where repairs will be recharged to the tenants
- 2.9 repairs carried out that will be subject to an insurance claim

3.0 PROCEDURE

- 3.1 Repairs to be post inspected will be determined by the Housing Officer taking account of the criteria highlighted above once contractor's invoices have been received.
- 3.2 The Caretaker will arrange access with the tenant at a time convenient to the tenant giving as much notice as possible.
- 3.3 The Caretaker will post inspect the majority of repairs. Where repairs are of a more technical nature, the post inspection will be carried out by the Maintenance Consultant.

3.4 A standard post inspection sheet will be completed for each inspection and filed upon completion in the "post inspections file". If the post inspection highlights all works are in order and the costs relate to the Schedule of Works, the invoice will be authorised for payment by the Housing Officer or Maintenance Consultant (or Office Manager in their absence).

3.5 In the event that the Caretaker or Maintenance Consultant is not happy with any aspect of the repair carried out, the Contractor will be asked to return and make good at the Contractor's expense, if deemed appropriate. Upon confirmation from the Contractor that the "snagging/defective work", has been made good, a further inspection will take place and the inspection sheet updated accordingly. If at this stage, the works are to a satisfactory standard, the invoice will be authorised for payment.

4.0 MONITORING

4.1 The Housing Officer will be responsible for ensuring that the target of 20% post inspections is achieved monthly.

4.2 The Housing Officer will be responsible for ensuring the post inspections file is kept up-to-date and that access is arranged in advance with the tenants.

4.3 The number of repairs post inspected will be monitored continually by the Housing Officer who will also be responsible for collating statistics for the Management Committee.

5.0 REVIEW PERIOD

The Depute Director will be responsible for ensuring that this policy is reviewed every 3 years or sooner to ensure that the Co-operative complies with up-to-date legislation and guidance from Communities Scotland.

RIGHT TO REPAIR – POLICY

1.0 BACKGROUND

The Housing (Scotland) Act 2001 introduces the new Right to Repair, which applies to all Scottish Secure Tenancies (SST) and which came in to force on 30 September 2002.

2.0 POLICY

The Co-operative will comply fully with its statutory obligations as laid out in the regulations of The Housing (Scotland) Act 2001 and ensure that effective procedures are in place to ensure such compliance.

In accordance with the regulations, the Co-operative will advise all its tenants, in writing, on an annual basis of the Co-operative's policy and procedures in relation to the Right to Repair. This will include confirming items that will be treated as "qualifying repairs" under the Act and the maximum period within which a qualifying repair is to be completed. The tenants will also be advised annually of the Co-operative's Approved List of Contractors.

3.0 QUALIFYING REPAIRS

A qualifying repair for the purposes of Section 27 of the Act is a repair to a property subject to a Scottish Secure Tenancy and a repair, which is the responsibility of the Co-operative. Appended is a list of "Qualifying Repairs" as highlighted within the Act, including the maximum period for rectifying the repair. The maximum period shall start on the first working day after:

- The date the repair was notified to the Co-operative OR
- The date of inspection where the Co-operative carried out a pre-inspection under Regulation 8(a).

4.0 PROCEDURE FOR CARRYING OUT QUALIFYING REPAIR

- The Co-operative will confirm if the repair is a qualifying repair at the time it is reported. If the nature of the repair is not clear, a pre-inspection will be arranged.
- The Co-operative will confirm at the time of the pre-inspection if the repair is a qualifying repair.
- The Co-operative will advise the tenant of the maximum period for rectifying the repair, including the last day of that period.
- The Co-operative will advise the tenant of their rights in relation to the Act, including confirmation of rights to compensation all as detailed below.

- ❑ The Co-operative will confirm the name, address and telephone number of the primary contractor (that is the contractor most frequently employed by the Co-operative to carry out qualifying repairs).
- ❑ The Co-operative will also confirm the name and address of at least one other contractor from the approved list.
- ❑ The Co-operative will issue a works order to the primary contractor confirming that the repair is a “qualifying repair”, the maximum period within which the repair must be completed, the last day of the maximum period and access arrangements.

5.0 ACCESS ARRANGEMENTS

In the event that the tenant fails to provide access allowing the qualifying repair to be carried out, the procedure under Regulation 8 shall be cancelled and the provisions of Regulations 10 – 13 shall cease to apply that is the tenant will not be entitled to compensation or have the right to instruct any other contractor to attend to the repair. The Co-operative will issue a standard letter to the tenant confirming this all in accordance with the legislation.

The same procedure will apply where the tenant fails to make access available for the pre-inspection to be carried out; following confirmation that access would be made available in the first instance.

6.0 INSTRUCTING ANOTHER LISTED CONTRACTOR

In the event the primary contractor has not started the repair by the last day of the maximum period, the tenant can instruct another contractor from the approved list.

Upon receiving the instruction from the tenant, the Contractor must inform the Co-operative of this instruction and thereafter obtain a copy of the works order issued by the Co-operative. The Co-operative will then inform the new contractor of the maximum period in which the repair must be completed.

7.0 COMPENSATION TO TENANTS

Where the primary contractor has failed to attend to the qualifying repair by the last day of the maximum period, the Co-operative will pay to the tenant compensation as follows: -

£15; and

Daily rate thereafter of £3 until completion up to a maximum of £100.



8.0 REVIEW PERIOD

The Depute Director will be responsible for ensuring that this policy is reviewed every 3 years or sooner to ensure that the Co-operative complies with up-to-date legislation and guidance from Communities Scotland.



Right to Repair

This leaflet outlines the Tenant's Right to Repair Scheme, which applies to all of the Co-operative's tenants from 30 September 2002 onwards. The information contained in this leaflet has been taken from the "Maintenance Guide" approved by the Management Committee in February 2003. Additional information, including a copy of the full Guide, can easily be provided by asking a member of staff who will be happy to help.

The main points covered are:

- The reasons for operating such a scheme
- When you will be able to exercise your "Right to Repair"
- Arrangements for compensation
- When you must not use Right to Repair
- A list detailing the Right to Repair works and timescales within which the contractor should respond

The Co-operative is committed to carrying out repairs to your home quickly and effectively. We set ourselves challenging targets to carry out 95% of all repairs within the published response time – 6 hours for an emergency, 3 days for urgent and 5 days for routine repairs. How well or badly our contractors actually perform is reported to the Committee every three months as well as every year to all of our tenants and members.

Unfortunately, there may be the odd occasion where the contractor is late, even although all efforts are made to prevent this from happening. The Scottish Executive has decided that, for certain types of repair, you as a tenant should not be penalised if this happens. This is why the Right to Repair scheme was introduced.

When you report a repair that comes under the Right to Repair (known as a "qualifying repair"), staff will alert you to this fact. You will also be advised:

- The time limit for the repair to be done, and
- The name of another contractor who you can call out if the contractor is late

A full list of the "qualifying repairs" plus the timescales attached to each one is given overleaf.

You will also be eligible for compensation if the contractor does not respond to a qualifying repair on time. Levels are:

- £15 one-off payment PLUS
- an extra £3 for every day late

There are some exclusions to the above and tenants wrongly calling out a contractor will be charged for the repair. These include:

- If you have not been advised that the repair is a "qualifying repair" – please see over
- If you were not at home when the contractor originally called
- The Co-operative has advised you that we will need to carry out an inspection of the work and this has still to be done
- The deadline has not yet been reached



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- You have not reported the repair to the Co-operative
- The contractor is late due to circumstances beyond their control and you have been advised of this delay



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The Tenant's Right to Repair – Qualifying Repairs

Please note that the number of days relates to the number of working days (ie excluding weekends and public holidays) beginning on the day after the repair has been reported.

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

RIGHT TO COMPENSATION – POLICY

1.0 BACKGROUND

The Housing (Scotland) Act 2001 introduces the new Right to Compensation for Improvements, which applies to all Scottish Secure Tenancies (SST) and which came in to force on 30 September 2002.

2.0 POLICY

The Co-operative will comply fully with its statutory obligations as laid out in the regulations of The Housing (Scotland) Act 2001 and ensure that effective procedures are in place to ensure such compliance.

Tenants will have the right to seek compensation for improvements in line with the new Act under the following circumstances:

- ❑ The Co-operative granted permission for the improvement to take place
- ❑ The improvement took place on or after 30 September 2002

In the event of a previous secure tenant carrying out an improvement prior to 30 September 2002, then the tenants rights will be reflective of the old scheme.

The Co-operative will only pay compensation to tenants at the end of the tenancy.

The Co-operative will always support any tenants wishing to carry out improvements to help ensure the properties are kept in good order.

3.0 QUALIFYING IMPROVEMENTS

The Co-operative will compensate tenants for improvements highlighted on the attached appendix and as long as the points noted above have been met. This will include installing, replacing or fitting the items on the attached schedule.

4.0 PROCEDURES FOR APPROVING IMPROVEMENTS

All tenants will be advised that they must seek the authority of the Co-operative prior to carrying out any improvements or repairs.

Approval to carry out the works will not be unreasonably withheld.

The Co-operative will confirm in writing, within 28 days of receiving the request, if the improvement is in order or not.

Tenants will be informed that they must provide full details of the proposed work, including whether the works require planning or building warrant consents.



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The tenants will be informed that the works must be undertaken by qualified tradesmen and comply with the appropriate British Standard and Health and Safety regulations.

Tenants will be informed that if permission is declined, they will have the right to refer the matter to the Management Committee for consideration.

5.0 PROCEDURES FOR APPRAISING CLAIMS FOR COMPENSATION

Any tenant requesting a claim for compensation will be informed that this has to be received in writing and containing sufficient information to enable the Co-operative to reach a decision on the claim. This will include the tenant's name and address, details of the improvement made, the date when the Co-operative granted permission for the improvement to take place, the cost of the improvement and when the improvement was started and completed.

The Co-operative will request the tenant to provide proof of the amount of the improvement, ideally a copy of the bill confirming the cost of the improvement at the time.

The Co-operative will request the tenant to confirm if any grant assistance was received for the improvement. In the event grant was received, the level of grant will be deducted from the total compensation granted by the Co-operative.

The Co-operative will carry out an inspection to determine the condition of the improvement.

The Co-operative will consider the cost of the improvement against the cost, which the Co-operative would have been willing to pay for such an improvement.

The Co-operative will determine if any money is due to the Co-operative such as unpaid rent, rechargeable repairs, and take this in to account when determining the level of compensation to be offered.

Any offer of compensation will be made in writing, highlighting exactly how the Co-operative has determined the amount they consider due.

Only claims received within the period starting 28 days before and ending 21 days after the tenancy comes to an end will be considered by the Co-operative.

6.0 LEVEL OF COMPENSATION

The Co-operative will consider claims for compensation up to £4,000. Compensation will not be payable in the event that the improvement cost less than £100.



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In the event that the tenancy is ended due to repossession, the tenant exercising their Right to Buy or the tenancy being transferred from a joint tenancy to one of the joint tenants only, then no compensation will be eligible.

7.0 DISPUTE AWARD

In the event that the tenant rejects the offer of compensation, the tenant can appeal within 28 days of the date of the award, in accordance with the Co-operative's appeal procedures.

The Committee will confirm whether they are upholding the initial decision or rejecting the appeal as outlined in the appeals procedures.

In the event the Committee uphold the initial decision, then the tenant will be informed that they have the right to refer the matter to the Sheriff Court.

8.0 REVIEW PERIOD

The Depute Director will be responsible for ensuring that this policy is reviewed every 3 years or sooner to ensure that the Co-operative complies with up-to-date legislation and guidance from Communities Scotland.



Right to Compensation for Improvements

This leaflet outlines the Tenant's Right to Compensation for Improvements Scheme, which applies to all of the Co-operative's tenants from 30 September 2002 onwards. The information contained in this leaflet has been taken from the "Maintenance Guide" approved by the Management Committee in February 2003. Additional information, including a copy of the full Guide, can easily be provided by asking a member of staff who will be happy to help. **The main points covered are:**

- An outline of the scheme
- How an improvement qualifies and when compensation is payable
- Factors affecting the amount of compensation payable
- When you will not qualify for compensation
- A list containing details of eligible improvements and details of the maximum time that may have elapsed before no compensation is due

The Co-operative provides high quality homes, which have, at the very least, high quality double-glazing, central heating systems, bathrooms, kitchens and insulation. All of these were provided as part of the extensive refurbishment and new build housing programme carried out by the Co-operative from 1994 until recently, and all are part of a long-term maintenance programme whereby they will be replaced as they reach the end of their useful economic lives.

However, some tenants wish to carry out improvements to make the standard of the fixtures and fittings inside their homes even higher. Provided that any such works are done by a qualified tradesperson/firm and the tenant gets advance permission from the Co-operative and we are able to inspect the finished job, you may qualify for compensation if you later move out. This scheme, which applies to certain works, is known as the Compensation for Improvements Scheme.

Your Tenancy Agreement requires you to ask permission before carrying out any repairs. When you do this, the Co-operative's staff will advise you if the repair is eligible under the Compensation for Improvement Scheme. If it is then you may qualify for compensation in the event that you move out of the home where the improvement was carried out.

The length of time that has elapsed since the improvement was done will also affect the amount of compensation you may qualify for – the more recently the repair was carried out, the greater proportion of the improvement cost will be reimbursed.

The Co-operative will use a formula to calculate your compensation entitlement. This formula is contained within the legislation and a member of staff will be happy to explain it to you on request. Please note that amounts below £100 will not be paid and the maximum payable for any single improvement is £4,000.

There are some exclusions to the above, which prevent any compensation being awarded. These include:

- If the improvement is not a "qualifying improvement"
- If you have not received the Co-operative's permission, in writing, before the work was carried out



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- If a member of the Co-operative's staff did not inspect the work afterwards and pass it as acceptable
- The maximum time period has expired – please see over
- You have been evicted from your home
- You have exercised your Right to Buy
- Your tenancy has ended with the Co-operative because it has been transferred to another landlord

You should also note the following:

- The amount of compensation will be reduced when the improvement has deteriorated at a greater rate than would have been anticipated
- Tenants will have to advise the Co-operative of their intention to apply for compensation within the period beginning 28 days before the end of tenancy and 21 days after this date. The Co-operative will calculate the amount due and respond within 28 days of receiving the notification
- The Co-operative may offset any monies owed against the compensation, thus reducing the award
- The Co-operative will assess the value of the improvement for the purposes of calculating any compensation. Where the tenant disputes this amount, there is a process by which this can be reviewed. Details of this will be provided to all tenants when they are advised of the outcome of any claim;

NB – There may be other circumstances where the Right to Compensation for Improvements does not apply – please discuss any questions you may have with a member of the Co-operative's staff.

The Tenant's Right to Compensation for Improvements – Qualifying Improvements

The notional years is the time that the Scottish Executive has estimated that a particular improvement is eligible for compensation. For example, a bath or shower fitted more than 12 years before the end of tenancy would not attract any compensation.

Improvement	Notional Life
New Bath or shower	12 years
Cavity wall insulation	20 years
Sound insulation	20 years
Double glazing or other external window replacement or secondary glazing	20 years
Draught-proofing of external doors and windows	8 years
Insulation of pipes, water tank or cylinder	10 years
Installation of mechanical ventilation in bathrooms and kitchens	7 years



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Kitchen sink	10 years
Loft insulation	20 years
Re-wiring and the provision of power and lighting or other electrical fixtures including smoke detectors	20 years
Security measures other than burglar alarm systems	15 years
Space or water heating	12 years
Storage cupboards in bathroom or kitchen	10 years
Thermostatic radiator valves	7 years
Wash hand basin	12 years
Watercloset	12 years
Work surfaces for food preparation	10 years



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POLICY FOR INSTRUCTING REPAIRS AND AWARDING MAINTENANCE CONTRACTS

1.0 GENERAL

The Co-operative will instruct works and award contracts only to Contractors on its approved list. This refers to all categories of repair. The approved list will be considered annually following a review of all contractors' performance in the preceding year.

The approved list will include small to medium sized firms to medium to large sized companies to ensure that an appropriate list is in place to cater for all categories of repair.

The award of any contract or instruction to make good a repair item will be based on need whilst ensuring that the tenants receive a good service from the Co-operative in terms of customer care. Works programmed and implemented by the maintenance section will ensure that the stock is kept in a good state of repair whilst taking account of future liabilities.

Where applicable, contracts awarded will be based on standard or approved specifications.

Reactive repairs will normally be instructed based on the Schedule of Rates.

All cyclical works, planned renewals and major repair contracts will only be progressed for schemes approved within the maintenance budget.

2.0 PROCEDURES

The procedures, which will be followed for awarding contracts and instructing works, will also take account of other relevant maintenance policies and procedures.

The following procedures will apply for the various categories of repair:

Estimated Cost	Procedure Required	Delegated Authority	Witness Required
Up to £250	Works order	Housing Officer	N/A
£251-to £1,000	Works order	Maintenance Consultant Office Manager	N/A

£1,001-£5,000	Minimum of three written quotes, with consideration given to a formal contract e.g. Scottish Minor Works	Maintenance Cons. Office Manger Depute Director Director	Yes
£5,001 plus	Formal Tendering Procedures	Director Management Committee	Yes

In the event of formal tendering procedures being adopted, the Co-operative will follow the "Code of Procedure for Single Stage Selective Tendering", produced by the National Joint Consultative Committee (NJCC). The Co-operative will follow advice from its consultants regarding the form of contract to be adopted for each scheme. With regard to Conditions of Contract, the Co-operative will ensure that all contracts are let on a firm price basis, including an appropriate defects liability period and that an appropriate percentage of retention monies will be withheld in accordance with the Building Contract.

3.0 QUALITY CONTROL

Regardless of the nature or size of the works, the Co-operative will monitor the works carried out by the contractors through the following means:-

- 3.1 Provide Clerk of Works services for maintenance contracts, including planned renewals, major repair and property improvement contracts. As the Co-operative does not employ an in-house Clerk of Works, this service will be provided by an external service provider.
- 3.2 Post inspections for reactive repairs will be carried out in accordance with the "Post Inspection Policy".
- 3.3 Cyclical works will be post inspected also in accordance with the "Post Inspections Policy".
- 3.4 Tenants' views will be sought in line with the "Tenants Satisfaction" Policy to ensure customer delivery is to a high standard.
- 3.5 Carry out scheme audits for large contracts, such as major repair contracts, which would include appraising the service provided by any consultants.

By operating these procedures, the Co-operative can monitor the workmanship of its contractors and ensure that the works are carried out to a high standard whilst offering a competent service to the tenants and resulting in Value-for-Money for the Co-operative.

4.0 REVIEW PERIOD

The Depute Director will be responsible for ensuring that this policy is reviewed every 3 years or sooner to ensure that the Co-operative complies with up-to-date legislation and guidance from Communities Scotland.

RECHARGEABLE REPAIRS - POLICY

1.0 GENERAL

In the interests of fairness to all tenants and to ensure that the Co-operative's money is appropriately spent, there will be instances when the Co-operative will recharge tenants for repairs as follows:-

- ❑ If repairs are required due to neglect or carelessness on the part of the tenant or any member of the tenant's household or a visitor.
- ❑ If unnecessary emergency call-outs are made by the tenants.
- ❑ If a repair has been necessary due to failure of a component belonging to the tenant.

The only exception to the above will be when repair costs are less than £25 as it is not considered to be cost effective on the Co-operative's part to pursue such a level of debt. Under such circumstances, costs will be apportioned to the reactive maintenance budget.

At the time of the tenant signing the tenancy agreement, the issue of rechargeable repairs will be specifically addressed by the Housing Officer.

2.0 PROCEDURES

The following procedures will be followed where repair costs are to be recharged to the tenants:-

- 2.1 At the time of reporting the repair, the tenant will be informed that the repair will be rechargeable, if it is known at this stage.
- 2.2 At the time of reviewing contractor's invoices, the Housing Officer will identify costs that will be rechargeable. This will be highlighted on the invoice to inform the Finance Section that the costs are being recharged.
- 2.3 The Housing Officer will copy the invoice and issue a letter to the tenant. The letter will confirm why costs are being recharged and request that settlement be received in full within 30 days of issue of the letter.
- 2.4 The letter and copy invoice will be filed in the "Rechargeable Repairs" file.
- 2.5 Once payment has been received, a standard receipt for rechargeable repairs will be issued to the tenant and a copy of this will be attached to the letter and copy invoice.

Policy – Rechargeable Repairs (continued)

- 2.6 The member of staff accepting payment on behalf of the Co-operative, will ensure the payment being offered, is the same as the request for payment by referring to the "Rechargeable Repairs" file.
- 2.7 If no payment has been received during the 30-day period, the Housing Officer will issue a reminder letter in the standard format. Whilst the Housing Officer is on holiday or absent for more than 5 days, this function will be carried out by the Housing Assistant.
- 2.8 If the tenant still fails to pay within a 60-day period, the Housing Officer will instruct the Co-operative's solicitors to commence with legal proceedings for amounts over £250.
- 2.9 In the case of a repair costing less than £250, the Housing Officer will issue a standard second reminder. In the event, the amount remains unpaid after the second reminder, then legal proceedings will commence as outlined at 2.8 above.
- 2.10 Once legal proceedings commence, the tenant will be informed of this by the Housing Officer. This letter will also be issued "recorded delivery".

3.0 REVIEW PERIOD

The Depute Director will be responsible for ensuring that this policy is reviewed every 3 years or sooner to ensure that the Co-operative complies with up-to-date legislation and guidance from Communities Scotland.

TENANT SATISFACTION - POLICY

1.0 POLICY

The Co-operative will continually assess the tenants' satisfaction of the maintenance function in relation to attendance to repairs. The Caretaker will be responsible for obtaining completed tenants satisfaction forms whilst carrying out post inspections. During post inspections, the Caretaker will pro-actively encourage tenants to complete the forms, which will be in the Co-operative's standard format.

At the time of issuing copies of the works orders to the tenants, a satisfaction form will also be sent to the tenant requesting their assistance in completing the form.

2.0 MONITORING

The Housing Officer will be responsible for filing all completed forms, within the "Tenants Satisfaction" file and will consider all responses received. In the event of a tenant highlighting dissatisfaction, this will be followed up by the Maintenance Consultant either by telephoning the tenant or writing to them. The tenant's subsequent comments will be added to their completed questionnaires as a "note to file". The Maintenance Consultant's comments and subsequent action if applicable will also be incorporated on the "note to file". In the event of subsequent action including contacting the contractor who attended to the repair, his/her comments will also be recorded and he/she will be informed of this.

3.0 ASSESSMENT

The purpose of such an exercise will be fourfold:-

- 3.1 To determine the tenant's satisfaction with the way in which, the making good of the repair was administered by the Co-operative.
- 3.2 To determine if the response time to make good the repair was considered acceptable.
- 3.3 To help with the assessment of the Contractor's workmanship and attitude towards the tenants.
- 3.4 To identify ways in which the Co-operative can offer continuous improvement in the service, which it provides to tenants

4.0 TARGETS

The Co-operative will ensure that no less than 20% of all repairs per month are subject to a tenants' satisfaction survey. The level of returns, will be monitored by the Housing Officer to ensure the target of 20% is met. A summary of the feedback on the completed questionnaires will be reported to the management committee based on statistics compiled by the Housing Officer.

5.0 REVIEW PERIOD

The Depute Director will be responsible for ensuring that this policy is reviewed every 3 years or sooner to ensure that the Co-operative complies with up-to-date legislation and guidance from Communities Scotland.

24 HOUR EMERGENCY SERVICE - POLICY

1.0 POLICY

To ensure a prompt and efficient service to the tenants at all times, the Co-operative will adhere to the following procedures.

2.0 NOTIFICATION TO TENANTS

The Co-operative will advise all its tenants on a regular basis via newsletters for example, that repairs should be reported to the Co-operative during office hours. The tenants and owners of properties where the Co-operative acts as factor, will be made aware of these days and times as often as possible.

Tenants will be advised that should an emergency repair become necessary outwith office hours, then an approved contractor of the Co-operative should be contacted directly. Tenants will be advised at least bi-annually of the emergency contractors names, telephone numbers and trades (or more often if the name of an emergency contractor changes). All contractors who form part of the Co-operative's emergency list will be informed that they have been accepted, including confirmation of their emergency call-out rates, prior to their names being passed to tenants and owners. Both contractors and tenants will also be advised that in the event of an emergency call-out, this should be reported directly to the Co-operative as soon as possible during office hours. In this way, the Co-operative will be able to monitor the repair in accordance with all other procedures and ensure that the necessary paperwork is produced for all parties concerned.

3.0 EMERGENCY LIST

The emergency list will include all relevant trades that could be required in the event of an emergency. Over and above this, all tenants will be advised that if they smell gas, Transco should be contacted immediately. Tenants will also be advised to inform their neighbours that there may be a potential gas leak to allow the properties to be vacated.

4.0 REVIEW PERIOD

The Depute Director will be responsible for ensuring that this policy is reviewed every 3 years or sooner to ensure that the Co-operative complies with up-to-date legislation and guidance from Communities Scotland.

PRE-INSPECTION POLICY

1.0 POLICY

To ensure an effective maintenance service to all tenants and at the same time ensure money is spent appropriately, the Co-operative will pre inspect no less than 20% of all repairs reported every month.

2.0 CRITERIA

2.1 Pre inspections will take place under the following circumstances:-

- 2.1.1 If the source of the problem is not evident from the tenant's comments. In this way, expenditure will not be unnecessarily incurred by the Co-operative as a result of an inappropriate tradesmen being requested to attend the repair.
- 2.1.2 Where it is thought that the repair will be rechargeable and is as a result of negligence or vandalism.
- 2.1.3 Where the repair has already been attended to in the recent past but has recurred.
- 2.1.4 Where it is thought that the repair will be of an expensive nature (over £250).
- 2.1.5 Where it is thought that the repair may not in fact be due to the fault of a component but down to the tenant's lack of knowledge in operating the component properly. In such instances, a pre inspection by the Co-operative can remedy the alleged "repair" without the expense of sending a Contractor out to make good.
- 2.1.6 Where it is thought the repair could lead to an insurance claim and photographic evidence may be necessary.

The above list is not exhaustive and if it is determined that a pre inspection is required for any other reason, such as safety to the tenant, then an inspection will automatically take place.

3.0 PROCEDURE

- 3.1 Repairs to be pre inspected will be inspected by the Caretaker or Maintenance Consultant for less straightforward repairs.
- 3.2 The Caretaker will arrange access with the tenant at a time convenient to the tenant.
- 3.3 Where the Maintenance Assistant carries out the pre-inspection but is unclear on the source of the problem or the best way to remedy it, then a further inspection will be carried out by the Maintenance Consultant.

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3.4 A standard pre inspection sheet will be completed for each inspection and filed upon completion in the "pre inspections file".

3.5 A works order will be issued, categorising the repair as soon as the pre-inspection has taken place. Target response times will be monitored against the day the works order is issued.

4.0 MONITORING

4.1 The Housing Officer will be responsible for ensuring that the target of 20% pre inspections is achieved monthly.

4.2 The Housing Officer will be responsible for ensuring the pre inspections file is kept up-to-date.

4.3 The number of repairs pre inspected will be monitored continually against the target by the Housing Officer who will also compile reports for the Management Committee.

5.0 REVIEW PERIOD

The Depute Director will be responsible for ensuring that this policy is reviewed every 3 years or sooner to ensure that the Co-operative complies with up-to-date legislation and guidance from Communities Scotland.