



REPAIRS AND MAINTENANCE POLICY

INTRODUCTION

The provision of an effective, efficient and responsive repairs and maintenance service is fundamental to Ayrshire Housing's Mission Statement:

'We aim to enhance the wellbeing of our tenants and the wider communities of Ayrshire through high quality housing and related services.'

Ayrshire Housing seeks to provide good quality housing and great care is taken in the design and construction process to ensure that occupants enjoy the benefits of a modern, well-constructed house.

This policy serves to define the association's aims and sets out the general principles and objectives in relation to the repairs and maintenance service.

POLICY OBJECTIVES

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

- Ensure that maintenance obligations imposed by statute, the Scottish Social Housing Charter and tenancy agreements are satisfied.
- Provide scope for the involvement of tenants in the development of the maintenance service and its quality of delivery.
- Provide homes that offer a warm, comfortable and healthy living environment and which remain in demand.
- Ensure that the association provides an efficient and responsive repairs service whilst seeking to achieve high standards of customer service.
- Enable adaptation work to be carried out in order to meet the particular needs of tenants.
- Achieve both value for money and wider community benefit in procurement.
- Ensure the association has knowledge of the condition of the housing stock and a costed plan in place for lifetime maintenance and improvement work.
- Ensure adequate financial provision for planned maintenance and improvement work.

LEGAL AND REGULATORY REQUIREMENTS

In undertaking its repairs and maintenance responsibilities, Ayrshire Housing will meet its duties imposed by Common Law, Statute and contractual obligations set out in the following:

- Housing (Scotland) Act 1987; 2001; 2006 and 2010

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- The Scottish Social Housing Charter 2012
- The Scottish Housing Quality Standard (SHQS)
- Gas Safety (Installation & Use) Regulations 1998

This policy is designed to meet all the requirements of current legislation, including relevant Health and Safety regulations and best practice.

TENANT INVOLVEMENT AND TENANT SATISFACTION

The aim of this policy is to ensure that all tenants receive an efficient and responsive service and have input into developing this service.

The association will monitor the level of tenant satisfaction with the repairs service and will investigate individual complaints regarding unsatisfactory repair work. Regular reports will be made to the Board in this regard.

The association is committed to seeking out and listening to the views of tenants regarding the repairs and maintenance service. In particular tenant views will be sought on:

- Design standards;
- Building quality;
- Policy changes;
- Planned maintenance and cyclical painterwork programmes;
- Repairs service, standards and specification;
- Performance monitoring and review.

An independent and comprehensive tenant satisfaction survey will be carried out every 3 years. This will include seeking tenant feedback regarding the repairs service and standards and quality of their homes.

The repairs service will also be one of the core activities which will be subject to scrutiny under the association's Tenant Review Group Framework. If necessary, such scrutiny will be supported by external facilitators such as the Tenant Information Service (TIS).

Detailed information on the repairs service will be contained in the Tenants' Handbook and will be explained to tenants at the commencement of their tenancy.

All contractors carrying out work on behalf of the association will be expected to have customer care practices which fully complement the association's own.

For all urgent and routine repairs a prepaid survey form is sent to the tenant asking a range of questions about the service from the association and the contractor employed to carry out the work. Where a tenant expresses dissatisfaction, this is followed up by the association in order that the reasons for their dissatisfaction can be identified and if any further action is appropriate. The outcomes of these surveys are reported to the Board.

SCOTTISH SOCIAL HOUSING CHARTER

The association will report annually to the Scottish Housing Regulator on all outcomes included in the Scottish Social Housing Charter via the Annual Return on the Charter (ARC), covering all aspects of its operations, including maintenance. This will include information on tenant satisfaction as well as contractor performance.

EQUALITIES AND HUMAN RIGHTS

Ayrshire Housing is committed to equal and fair treatment of all sections of the community. Accordingly, no person will be discriminated against during the implementation of this policy on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation. In delivering this policy, Ayrshire Housing's staff will comply fully with the requirements of the association's Equalities and Human Rights Policy.

COMPLAINTS

Any individual who is dissatisfied with the service they have received should be encouraged to provide feedback. Complaints regarding the implementation of this Policy will be dealt with in accordance with the association's Corporate Complaints Handling Policy and associated procedures.

DEFINITION OF RESPONSIVE REPAIRS

Responsive repairs or day-to-day repairs are defined as those repairs which are carried out as the need arises and which cannot be deferred for inclusion in planned maintenance programmes. Ayrshire Housing has in place an effective repair reporting process for tenants offering a range of reporting methods including personal contact, telephone, online, letter and email. Arrangements for reporting emergency repairs out of office hours direct to the appointed contractor are also in place.

Repair requests are prioritised dependent on the urgency of the request. Ayrshire Housing use the following repair categories and target timescales for completion of the repair.

Category of Repair	Definition of Repair	Target Timescale
Emergency repairs (including gas emergencies)	Repairs where there is a hazard to life, a serious danger to health and safety or the potential for more extensive damage to property. This category of repair includes total loss of heating, gas escapes or burst pipes affecting heating system.	Attend and made safe within four hours. Where necessary follow-on repairs will be issued with an appropriate timescale to reflect the nature of the works including weather dependent items or availability of parts.

Non-Emergency Repairs: Urgent Repairs	Urgent repairs are those where inconvenience to the tenant is involved but where the situation falls short of the “emergency” category described above and which could not result in rapid deterioration if not attended to.	Attend and complete within three working days.
Routine Repairs	All repairs not included in the emergency and urgent categories and which cannot be deferred until a future cyclical or planned maintenance programme.	Attend and complete within fifteen working days.
Gas Urgent	Repairs to gas central heating systems which fall short of an emergency. This category of repair includes partial loss of heating or failure of a focal fire point.	Attend and complete within twenty-four hours.
Gas Routine	All repairs to gas central heating systems not included in the emergency or urgent categories. Replacement of parts which do not prevent use of the appliance.	Attend and complete within five working days.

REPAIR CATEGORY EXAMPLES

The table below provides examples for each of the repair categories but is not intended to be either comprehensive or exhaustive.

Emergency Repairs	Urgent Repairs	Routine Repairs
<ul style="list-style-type: none"> - Burst pipes - Faulty cooker control unit - No heating - No water supply - Blocked flue to open fire or boiler - Loss or partial loss of gas supply - Unsafe power or lighting socket or electrical fitting - Choked toilet (1 in the house) - No lighting or power - Unsecured external door - Broken windows - Blocked or leaking foul 	<ul style="list-style-type: none"> - Partial loss of water supply - Repairs to mechanical extractor fan (internal kitchens or bathrooms) - Blocked sink, bath or basin - Toilet not flushing (2 toilets in house) - No hot water - Loose or detached bannister or handrail - Partial loss of electrical supply - Choked toilet (2 toilets in house) 	Repairs which do not seriously interfere with the comfort of the tenant or cause them inconvenience including minor joinery, plumbing or electrical items, plasterwork and the like.

drains or soil stacks - Toilet not flushing (1 toilet in house) - Any health and safety issue - Failure of common area lighting.	- Leaks from water or heating pipes, tanks or cisterns - Partial loss of water supply - Unsafe timber flooring or stair treads.	
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ASSOCIATED POLICIES

The association's Landlord Facilities Health and Safety Manual contains comprehensive policies and procedures on gas safety, asbestos management, fire safety and legionella control, and all other health and safety matters.

Where necessary, the Repairs and Maintenance Policy requires to be considered in conjunction with related policy documents including:

- Void Management Policy
- Right to Repair
- Alterations and Improvements Policy
- Right to Compensation for Improvements
- Rechargeable Repairs
- Aids and Adaptations
- Asset Management Plan
- Equalities and Human Rights Policy
- Procurement Strategy
- Complaints Handling Policy
- Tenant Participation Strategy

REPORTING REPAIRS

Ayrshire Housing will maximise the opportunity and methods available to tenants and other customers to report repairs. This will include personal attendance at the office, by telephone, email and in writing. Tenants will also be able to report repairs online using the association's tenant portal "My Home".

Ayrshire Housing shall have in place arrangements to ensure tenants have access to emergency repairs at all times.

RIGHT FIRST TIME

Due to the nature of some repairs, one or more visits may be necessary to complete 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:

- Responsive repairs where the work will be done as part of a cyclical or planned maintenance programme.

- Complex repairs, where investigation work needs to be done e.g., reports of dampness or breakdowns affecting specialist equipment.
- Repairs to voids.
- Repair jobs where the tenant has failed to provide access.

In order to meet the definition of 'Completed Right First Time' a reactive repair must be completed:

- Within the appropriate target timescale; and
- Without the need to undertake return visits because the repair was inaccurately diagnosed and/or, the operative did not resolve the reported problem.

In addition to the responsive repairs detailed above, the association may issue or undertake works as follows:

RIGHT TO REPAIR

Specific entitlements to repairs and a Right to Repair (RTR) scheme are set out in Section 27 of the Housing (Scotland) Act 2001. Further details are set out in Scottish Statutory Instrument 2002-03 Number 316 – “Right to Repair”.

The association has a separate Right to Repair Policy”

All tenants will be advised annually, in writing, of this policy and of the landlord and tenants’ rights in respect of the policy. The policy reflects the association’s commitment to ensuring tenants receive a quality repairs service and that the association complies with the legislation.

In adopting this policy, the association will:

- Ensure tenants are made aware of the provisions of the Right to Repair legislation.
- Ensure that all contractors carrying out repairs are made fully aware of the expectations of them in regard to qualifying repairs.
- Ensure all contractors are aware that the association will recover costs incurred under the scheme from them where appropriate.
- Ensure appropriate deductions are made from contractors’ accounts if and when necessary.
- Monitor the level of failure to meet the terms of the scheme and take appropriate action.
- Ensure that tenants are recompensed as appropriate under the terms of the legislation.

The association operates an enhanced service to tenants whereby target timescales for completion of most qualifying repairs have been reduced (improved upon) compared to the statutory timescales.

Qualifying repairs will be coded with a Right to Repair (RTR) indicator but the target timescales for completion will be the shorter ones associated with the categorisation of the repair in accordance with the Repairs and Maintenance policy e.g. a Right to Repair job that would meet the definition of an “Emergency” under this policy should be attended to and made safe within 4 hours (e.g. insecure door, lock or window would be categorised as an Emergency – RTR and attended to within 4 hours if the property was insecure such as an entrance door to the property which couldn’t be locked or secured or ground floor window).

The longer timescales which apply under the Right to Repair scheme will be used in establishing if the association or its contractor has not met their obligations and the tenant is entitled to compensation under the scheme.

A full list of RTR repairs and timescales is attached at Appendix 2. The Housing (Scotland) Act 2001 states that repairs above a certain value (currently £350) are not covered by this legislation. Any repairs expected to cost more than this amount shall be categorised under one of the other repair categories (or the categorisation amended once the value of the work becomes apparent).

The association will advise tenants in writing annually of the provisions of the scheme and shall use the annual rent increase letter as the principal means of achieving this requirement.

Further information is contained in the Right to Repair Policy.

REPAIRS BY APPOINTMENT AND ACCESS ARRANGEMENTS

For non-emergency repairs the tenant will be offered an appointment at a mutually agreed time. This will be provided when the tenant reports the repair, if possible. Where this is not possible, we will provide the details of the appointment as soon as confirmation has been received from our contractor. We will provide the contractor with the tenant’s contact details to allow them to update the tenant or agree an amended appointment if appropriate.

Where tenants seek an appointment out with the target timescale of the repair then that repair will be given the priority code relevant to the appointment that has been made, e.g. if an appointment for what would be an emergency repair is agreed for the next day then this will be coded as a routine repair, not an emergency.

COMPLEX REPAIRS

A complex repair is one where the target timescale may not be achieved because:

- special or bespoke materials such as windows or doors are required, and these are only supplied by a specific manufacturer with a long manufacture and/or delivery period, or

- specialist work is required which requires further investigation, such as dampness, an invasive structural repair, telecommunications, drainage faults that require extensive excavations, or
- the repair is a one-off major component repair or replacement that is subject to the association's quotation or tender rules, for example the replacement of a property's roof covering or repairs that involve utility companies (electricity, gas and water).

Complex repairs are not included in the calculations for 'right first time' performance monitoring.

VOID WORKS

The association will endeavour to re-let empty properties as quickly as possible to minimise loss of rental income. Every void property is subject to inspection and necessary repairs will be undertaken to restore or improve the property to the minimum lettable standard.

Notwithstanding the extent of the repair or improvement work required, it will be the policy of the association to instruct gas and electrical safety checks and to change the external door locks to every void property.

Void properties will be categorised as follows:

Void Category	Target Timescale	Works Required
A	3 days	Gas and electrical safety checks/lock change
B	5 days	As above plus minor repairs
C	10 days	Numerous repairs required
D	20 days	Extensive repairs required

Further information is contained in the Void Management Policy.

MUTUAL EXCHANGES

A mutual exchange takes place when two tenants agree to exchange houses with each other. The association will instruct gas and electrical safety checks prior to a mutual exchange being completed.

No repairs other than those carried out under the terms of the normal landlord responsibilities will be carried out as a consequence of an exchange.

Tenants who wish to carry out a mutual exchange will be expected to satisfy themselves that the property they are moving to is in a good state of repair and that no unauthorised alterations have been carried out by the previous tenant. Where unapproved tenant alterations have been made these should be made good prior to the exchange. Where unapproved alterations have been made and have not been rectified by the tenant prior to the move, the incoming tenant will assume full responsibility for the alterations and

will be required to make good or reinstate if they thereafter move out. All costs associated with such works will be the responsibility of the incoming tenant.

Further information is contained in the Mutual Exchange Policy and in the Alterations and Improvements Policy.

DEFECTS

For a period (one year) after completion of a development, the original contractor is liable for rectifying defective work at no cost to the association. These defects should be attended to in accordance with the timescales for reactive repairs. The contractor is required to provide the standard of service outlined in this policy.

MEDICAL ADAPTATIONS

Adaptations are needed to make properties more accessible and useable for individual tenants who have a medical condition or disability. The association will provide adaptations that are of a permanent and structural nature. South Ayrshire Health and Social Care Partnership (SAHSCP) will provide portable adaptations such as shower chairs. They are also responsible for the installation of stairlifts.

The most common adaptation work carried out by the association is the installation of handrails, ramps or level access showers.

With the exception of low cost, minor works, aids and adaptations will only be considered following a referral and recommendation from an Occupational Therapist or other such medical practitioner.

For further information please refer to the association's Aids and Adaptations Policy.

PLANNED AND CYCLICAL MAINTENANCE WORKS

Gas Servicing

The association will appoint an experienced Gas Safe registered contractor to undertake annual gas servicing and maintenance of gas appliances in accordance with the Gas (Installation and Use) Regulations 1998.

Although the legal requirement is to ensure appliances have been serviced within 12 months of the previous service the association has adopted a 10-month rolling contract in order to meet their obligations imposed by this statutory duty. The association has set a 100% target for the annual gas servicing programme.

Further information is contained in the Gas Safety and Inspections Policy which is also detailed in our Landlord Facilities Health & Safety Manual.

Other Servicing Arrangements

The association shall maintain appropriate servicing arrangements consistent with statutory requirements or industry standards in respect of specialist equipment including lifts, powered access doors, sewage treatment plant etc.

Cyclical Painterwork

The association shall implement a programme of external redecoration to ensure doors and windows, eaves, timbers and rainwater goods are painted/stained every five years. Redecoration of internal common closes and stairways will also be included during cyclical painterwork programmes where necessary.

Planned Maintenance

A planned maintenance programme has been devised which identifies the components used in each scheme and predicts their lifespan over a thirty-year period. A planned programme of replacement is then compiled, estimating the expected life and replacement cost of these items.

UNFORESEEN WORK

There are occasions where major maintenance work, which has not been foreseen, is required. Most work falling into this category such as fire, flood, storm damage and subsidence will be covered by building insurance.

However, other items may arise unexpectedly, such as the premature failure of a component which may be dangerous and requires replacement.

COMMON REPAIRS INVOLVING ADJACENT HOMEOWNERS

Where repairs are required to common parts that affect an owner-occupied property, the association will contact the owner and notify them of any proposed works. We will encourage owners to participate in common repairs and seek reimbursement of the proportionate share of the costs incurred.

In the event of emergency or essential repairs it may be necessary to undertake the repair and seek recovery of the shared cost following completion of such works. Emergency repairs affecting owners will be limited to the minimum required to make safe or restore a supply.

RECHARGEABLE REPAIRS

The cost of some repairs will be charged to the tenant. These are works which are not the responsibility of the landlord and include repairs to void properties as a result of neglect or wilful damage. This also includes replacement locks due to lost or stolen keys.

Under the terms of the Scottish Secure Tenancy Agreement the association will not be responsible for repairing damage caused by the Police or other agency lawfully forcing entry to a property.

Further information is contained in the Rechargeable Repairs Policy.

LANDSCAPE MAINTENANCE

To ensure that the association carries out its obligations to maintain the external environment for which it is responsible, the services of a landscape architect are employed. Through this arrangement, the landscaping and grounds maintenance contract is managed and supervised, ensuring that our landscape contractors are fulfilling their contractual obligations.

TENANT ALTERATIONS

It is recognised that tenants may wish to carry out alterations to their property. Any requests must be in writing to the association detailing what work is proposed. Permission will not be unreasonably withheld. Advice will also be given on aspects of the work including materials, locations and whether building warrants or planning permission may be required.

Further information is available in the association's Alterations and Improvements Policy.

RIGHT TO COMPENSATION FOR IMPROVEMENTS

The Scottish Secure Tenants (Compensation for Improvements) Regulations 2002 gives tenants the right to receive compensation for certain works (or qualifying improvements) carried out by them during the course of the tenancy. Tenants must have obtained written permission for the work and compensation can only be claimed after the tenancy has ended.

Further information is contained in the association's Right to Compensation for Improvements Policy.

PROCUREMENT

The association will ensure that the procurement of all service and works contracts of a significant nature required to fulfil this policy is consistent with the association's Procurement Strategy.

Contractors will be required to have sound customer care, dignity at work, and health and safety policies in place before being invited to tender. For reactive repairs and servicing contracts, where consistency of performance and the risks involved in contractor replacement are large, the emphasis will be on quality as well as price.

QUALITY CONTROL - PRE AND POST INSPECTIONS

In order to properly ensure that value for money is being achieved across all aspects of the Repairs and Maintenance service, pre-inspection and post-inspection and customer feedback processes will be conducted.

Examples of repairs which may be inspected are:

- All voids;
- Where the tenant has given insufficient information to enable the contractor to be instructed;
- Where there is dampness or condensation reported;
- The cost of the repair exceeds £1000;
- Where it is suspected that the damage may have been caused by the tenant;
- Where the repairs are recoverable through an insurance claim.

The need for a pre-inspection should be balanced against the timescales for completing the repair and should not cause an unreasonable delay to instructing works.

Post inspections will be undertaken in the following circumstances:

- All voids;
- Where the tenant reports that the quality of workmanship is unsatisfactory;
- Where it is suspected that the contractor performance is poor;
- In addition, a 5% random sample of works generated by SDM will be selected for inspection/checking.

LANDLORD AND TENANT RESPONSIBILITIES

Landlords Responsibilities

In carrying out its obligations as a registered social landlord the association will:

- Meet all legal requirements defined in the Housing (Scotland) Act and all other relevant statutes.
- Achieve the standards and outcomes set out in the Scottish Social Housing Charter.
- Maintain and repair its housing stock to the standards approved by Ayrshire Housing's Board in respect of those areas listed as landlord's responsibilities in the tenancy agreement.
- Maintain adequate insurance cover for all housing stock, offices, commercial premises, ancillary buildings and open spaces. The association is not responsible for arranging tenants' home contents insurance cover.
- Ensure that the association complies with all aspects of the Gas Safety (Installation and Use) Regulations 1998.
- Ensure that the association has a viable long-term plan that programmes all of the works required to bring all of the association's stock up to the criteria laid down in the SHQS.
- Ensure that the association complies with all aspects of the current I.E.E. Regulations.
- Ensure the association complies with all aspects of the Control of Asbestos Regulations.

TENANT RESPONSIBILITIES

Certain repairs are the responsibility of tenants and these are detailed in the Tenant's Handbook and the division of repairs responsibilities (Appendix 1).

The association will also ensure:

- That all tenants are made aware of their responsibility to report all repairs promptly to the association.
- That all tenants are made aware of their responsibility to respect their property and make good repairs to the areas listed as tenant's responsibilities in their Tenancy Agreement and in the Tenant's Handbook.
- That all tenants are aware of the detail of their Tenancy Agreement relating to the provision of access. That access must be provided within twenty-four hours following a formal request made by the association.

Appendix 1 outlines the division of repairs responsibility between the association and its tenants. This table is not exhaustive and is intended only as a guide. The division of repairs responsibilities is also incorporated into the Tenant's Handbook.

OTHER AGENCIES

Where faults occur that are out with the responsibility of the association including failure of gas, electricity or water suppliers or defects affecting public roads or footpaths, remedial works are the responsibility of the utility company or the local authority.

THE ENERGY EFFICIENCY STANDARD FOR SOCIAL HOUSING (EESH)

The association will maintain its stock to the current energy efficiency standard in accordance with the reporting requirements of the Scottish Housing Regulator. The association's Asset Management Plan incorporates a strategy to enhance the stock to ensure ongoing compliance with each iteration of the standard.

ASBESTOS REGULATIONS

The association will ensure that systems are in place to identify any potential hazards regarding the presence of asbestos in a property. This will be highlighted when repairs or improvement works are being instructed to ensure that the contractor is made aware of any relevant risks.

To comply with this requirement, the association has adopted the Asbestos in Tenancies Policy detailed in the association's Landlord Facilities Health and Safety Manual.

WATER SYSTEMS AND LEGIONELLA

The association will comply with all current legislation and HSE Codes of Practice (2013) relating to water safety and Legionella and establish clear guidelines to be adopted in

premises owned or occupied by the association to reduce Legionella-related risks to as low a level as is reasonable practicable.

To comply with this requirement the association has adopted the Water Systems and Legionella Policy, detailed in the association's Landlord Facilities Health and Safety Manual.

REPORTING AND RECORD KEEPING

The association will have full procedures in place to ensure that comprehensive records are kept of all maintenance work. Systems will be in place to monitor progress in repairs and costs. Reports on maintenance works will regularly be submitted to the Board and contain information on the number of repairs, contractor performance, and budgets.

APPENDIX 1- DIVISION OF REPAIRS RESPONSIBILITIES

Item	Association	Tenant	Exceptions
Balconies	*		
Bannister (internal)	*		
Bathroom - Bath/WC/Wash basin	*		Items fitted by tenant
Bath Panels	*		
Bin stores/bin shelters	*		
Brickwork, blockwork, etc	*		
Car Ports		*	Unless installed by association
Ceilings	*		
Chimney stacks/pots/cowls	*		
Chimney sweeping		*	
Cisterns	*		
Clothes pole	*		
Communal areas to flats	*		
Communal TV systems	*		
Damp-proof courses	*		
Decoration - internal		*	
Doorbell		*	
Doors to common area	*		
Doors/door fittings - external	*		Items fitted by tenant
Door locks	*		When tenant has lost or broken the key
Doors - internal		*	
Down pipes, rain & soil	*		
Drainage - blockage in internal wastepipes	*		Where caused by tenant
Driveways		*	Unless constructed by association
Drying areas - communal	*		
Electric appliances & plugs		*	
Electric wiring, sockets & switches	*		
Entry systems	*		
Fascia, soffit boards etc	*		
Fences - garden boundary to open space	*		Unless erected by tenant
Fences - between gardens		*	Unless installed by association
Floor Coverings		*	Unless installed by association
Floorboards	*		
Foundations	*		
Fuse box, fuses etc	*		Where caused by defective appliance

Item	Association	Tenant	Exceptions
Gas central heating/pumps/ pipes/radiators/timer/ thermostats, etc	*		
Gas piping	*		
Garages /lock-ups		*	Unless provided by the association
Garden huts		*	
Gates	*		Tenant installation
Greenhouses		*	
Glass - external		*	Unless reported to police and incident number provided
Glass to internal doors/screen		*	
Gutters	*		
Hatch to loft (communal or individual)	*		
Handrails - external	*		
Insects including ants, flies etc		*	
Immersion heaters	*		
Keys (replacement)		*	
Kitchen fittings & worktops		*	Planned renewals
Lifts	*		
Lighting pendants & ceiling roses	*		Items fitted by tenant
Overflow pipes	*		
Painting - external	*		
Painting - internal		*	Communal areas
Parking area (communal)	*		
Path to main access door	*		
Paths - public footpaths	*		Unless adopted by the local authority
Path to garden	*		Tenant installation
Plaster & plasterboard		*	Unless damaged during re-decoration
Play areas & equipment	*		Only if provided by the association
Porch	*		Only if constructed by association
Radiators	*		
Retaining walls	*		
Roofs, roof tiles/slates, roof lights	*		
Ropes for clothes drying		*	
Rotary clothes driers		*	
Roughcast/render	*		
Shower unit including enclosure		*	Unless provided by association

Item	Association	Tenant	Exceptions
Sink bowl & drainer	*		
Skirting boards	*		
Smoke detectors	*		Tenants responsible for testing and replacement batteries
Sockets (electrical)	*		
Stairs (common or internal)	*		
Stair lighting	*		
Steps	*		
Switches (electrical)	*		
Taps	*		
Toilet Seats		*	
TV aerial communal sockets	*		Tenant installation
Ventilators and fans	*		
Vermin including mice		*	Unless major infestation
Wash hand basin	*		
Washer on taps	*		
Wasps		*	Unless attached to house
Waste plugs/chains to basin/bath/sink		*	
Water heating	*		
Water supply	*		
WC including cistern	*		
White goods inc. cookers		*	
Window frames, sills & fittings	*		

Appendix 2 – RIGHT TO REPAIR (RTR)

The Scottish Secure Tenants (Right to Repair) Regulations 2002 The table below lists all defects and repairs which are “qualifying repairs” and the maximum timescale for completion (in working days following the day of reporting, or after the day of inspection, if needed) under the above legislation.

Qualifying Repair	Maximum Period for Completion in Working 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
Total loss of electricity (where HA responsibility)	1
Partial loss of electricity	3
Insecure external window, door or lock	1
Unsafe access path or step	1
Significant leaks or flooding from water or heating pipes, tanks, cisterns	1
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating where no alternative heating is available	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket, or electrical fitting	1
Loss of water supply	1
Partial loss of water supply	3
Loose or detached banister or handrail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	7

The Right to Repair legislation only applies to repairs costing less than £350 (April 2010) where the tenant provides access, and where there are no exceptional circumstances applying (e.g. severe weather).